

Cambridge City Council Meeting - City Hall Council Chambers
Monday, May 4, 2020
Meeting Announcement and Agenda
3:30 pm

*Members of the audience are encouraged to follow the agenda.
Agendas are available on the table just outside the Council Chambers door.*

Tentative Time	Agenda Item
3:30 pm	1. Call to Order
3:30 pm	2. Pledge of Allegiance
3:30 pm	3. Approval of Agenda
3:31 pm	4. Consent Agenda
	A. Approval of Regular and Summary City Council Meeting Minutes for April 20, 2020 (p. 3)
	B. Draft March 2020 Financial Statements (p. 11)
	C. Resolution R20-035 Accepting restricted donations for Police Department (p. 80)
	D. Mutual Aid Agreement Between the City of North Branch and the City of Cambridge (p. 82)
	E. Maintenance/ Mechanic Agreement Between the City of Cambridge and the International Union of Operating Engineers Local 49 (p. 87)
	F. Water-Wastewater Agreement Between the City of Cambridge and the International Union of Operating Engineers Local 49 (p. 149)
	G. Approve Filling Seasonal Positions (p. 171)
	1. Streets Department
	a. Rodrigo Mork
	b. Andrew Milz
	c. Brayden Berg
	2. Parks Department
	a. Cherice Dallman
	b. William Wessel
	c. William Queen Sr.

	3. Utilities a. Nathan Carlson b. Clifford Edblad
	5. Work Session
	6. Unfinished Business
3:35 pm	A. Resolution R20-036 Sale of Bonds—2020 Street Improvements & Library (p. 172)
	7. New Business
3:40 pm	A. Election Equipment (p. 203)
3:45 pm	B. 2020 Airport Construction Projects (p. 206)
3:50 pm	8. Mayor's Report
3:52 pm	9. Council Concerns
3:53 pm	10. City Attorney's Report
3:53 pm	11. City Administrator's Report
	A. Discussion on Summer Activities
3:55 pm	12. Adjourn

Notice to the hearing impaired: Upon request to City Staff, assisted hearing devices are available for public use. Accommodations for wheelchair access, Braille, large print, etc. can be made by calling City Hall at 763-689-3211 at least three days prior to the meeting.

Cambridge City Council Meeting Minutes
Monday, April 20, 2020

A regular meeting of the Cambridge City Council was held on Monday, April 20, 2020, at Cambridge City Hall Council Chambers, 300 3rd Avenue NE, Cambridge, Minnesota, 55008.

Due to the COVID-19 Pandemic, this meeting was an electronic meeting. It was livestreamed on Facebook (Cambridge City Hall, Minnesota), and also posted to the City's YouTube Channel.

Members Present: Mayor James Godfrey; Council Members Kersten Conley, Lisa Iverson, Joe Morin, and Bob Shogren. All present, no absences.

Staff Present: City Administrator Woulfe, Attorney Squires, Police Chief Schuster, Community Development Director Westover, Finance Director Moe, Economic Development Director Gustafson, Utilities/Public Works Director Schwab, and City Engineer Blank.

Call to Order

Godfrey called the meeting to order at 6:03 p.m.

Approval of Agenda

Item 11A was added to discuss naming the rooms at the new Cambridge Public Library, and Item 11B was added to discuss Union negotiations in a closed session. Iverson moved, seconded by Shogren, to approve the amended agenda as presented. Upon roll call, Godfrey, Shogren, Morin, Iverson, and Conley voted aye, no nays. Motion carried unanimously.

Pledge of Allegiance

Godfrey led the public in the Pledge of Allegiance.

Consent Agenda

Morin requested to pull Item A from the consent agenda for further discussion. Conley moved, seconded by Shogren, to approve consent agenda Items B-G:

- B. Warrants #116273 - #116496 and ACH/Wire items totaling \$1,758,424.65
- C. Resolution R20-029 Application for Payment #7 from Phoenix Fabricators & Erectors LLC for West Water Tower
- D. Resolution R20-028 Accepting restricted donations for Police Department
- E. Resolution R20-030 Approving a Preliminary Plat and Resolution R20-031 Final Plat for Parkwood on the Lakes 5th Addition
- F. Approval of 2019 Audit Reports
- G. Resolution R20-034 Certify Delinquent Charges to Property Tax Roll

Upon call of the roll, Godfrey, Shogren, Morin, Iverson, and Conley voted aye, no nays. Motion carried.

Morin wanted to discuss Item A, Approval of Regular and Summary City Council Meeting Minutes for April 6, 2020. He wanted to make the clarification that what was reported in the paper for that meeting had a mistake about attributing a comment to him, but what was written in the minutes was accurate. The minutes would not need to be changed as a result. Morin moved, seconded by Iverson, to approve Item A, Approval of Regular and Summary City Council Meeting Minutes for April 6, 2020. Upon roll call, Godfrey, Iverson, Conley, Shogren, and Morin all voted aye, with no nays. Motion passed unanimously.

Work Session

There were no items under the work session.

Unfinished Business

Approve Amended Proposal from Inspec/SEH for Structural Engineering Analysis for Roof System

Gustafson noted that this item was the same proposal that was discussed at the preceding EDA Meeting. At that meeting, he informed the council members that staff is requesting approval for the amended proposal from Inspec for Engineering Services for Structural Analysis for City Hall and City Center Mall. He stated staff has been working with Inspec and SEH on the potential need for structural engineering for the City Hall and Mall roof to make sure that if there was to be additional weight or added insulation, that the new rooftop units had adequate support. Gustafson said he provided the roof plans for both buildings, City Hall and the Mall, and both Inspec and SEH are reviewing these and will be contacting the manufacturer to determine the load capacity.

The part of the proposal that was amended from Inspec, was under Section D, Compensation- Basic Services. Additional Coordination Services are \$1,000, Structural Analysis Services are \$4,700, and Design Services are \$4,000, for a total of \$9,700. Gustafson stated that at this time, staff does not anticipate structural modifications on these buildings and would not need the design services of \$4,000. He noted that if structural modifications are not required, Inspec and their team will not invoice the design fee of \$4,000. He also clarified that both the City Hall and City Center Mall will be proportionately paid for from the budget along with estimated reimbursable expenses as stated in the contract, and currently expects the City Hall portion to be \$4,200 and the City Mall portion to be \$5,700. Gustafson said there are funds on hand in the EDA Administration fund and the City Hall Capital Fund to pay for the proposed contract from Inspec, as well as the project which includes structural engineering services, replacement of roof and heating/cooling systems provided the bids are within the range given by Inspec. He stated the proposed funding for the project will be reviewed again prior to the awarding of the contract.

Morin asked about the need to have the structural analysis done, and if the engineers were expecting any issues with the new roof. Wolfe stated that newer heating and HVAC units are much larger and heavier now than they were when the roof had last been replaced. In light of this, there is a need to make sure that the current structure and roof trusses were capable of handling the extra weight. Wolfe said they are not expecting to find major issues with the structure, but just want to make sure that it is safe.

Conley moved, seconded by Shogren, to approve the amended proposal from Inspec and SEH for structural engineering analysis for the roof system. Upon roll call, Godfrey, Shogren, Morin, Conley, and Iverson all voted aye, with no nays. Motion passed unanimously.

Approved Second Amendment for an Extension to the Purchase Agreement with Minnco Credit Union

Gustafson stated that Minnco Credit Union is requesting an extension to the Purchase Agreement for closing by July 31, 2020. Additional time is needed to explore additional site due diligence in the form of comments and preliminary approvals from Kohl's and Fleet Farm based on the initial site plan they are working on. Both companies have received the requests for preliminary approval from staff, but have yet to respond. Gustafson said that staff is supportive of this extension as long as this project continues in a positive direction.

Morin had a question about why Minnco is needing a second extension to their purchase agreement. Gustafson stated that they have been moving in a positive direction, but are waiting for the other businesses to respond. He said that the other businesses have 30 days in which to approve the plans, and that is what is delaying the progress. Gustafson said that Minnco is following and completing everything that is required of them, but that it is taking some extra time. Iverson moved, seconded by Conley, to approve the second amendment for an extension to the purchase agreement with Minnco Credit Union. Upon roll call, Godfrey, Iverson, Conley, Morin and Shogren all voted aye, with no nays. Motion carried unanimously.

New Business

Approve the Replacement of a Public Works Plow Truck

Schwab said the Public Works Department has been experiencing numerous mechanical issues with a 2011 International Plow Truck, Unit 115. The problem is with the first generation Maxxforce diesel engine it was equipped with. He said this type of problem is not isolated to Cambridge, as both MnDOT and ECE have trucks equipped with the same engine. They have experienced similar issues, and have considered replacing their entire fleet of Maxxforce equipped trucks. Schwab stated that they have had Unit 115 in the shop on numerous occasions over the last five years, and have spent over \$35,000 in repairs. He said the truck is currently in the shop due to a total emissions system failure. The estimated cost of repairs is \$23, 000, and the technician can't guarantee the problem will be fixed. Schwab said other owners have had this same problem occur repeatedly, and that International now uses a Cummins engine instead of their own because of this.

As Unit 115 has become increasingly costly to maintain, Schwab said it has also proven to be an unreliable part of the fleet. He said snow removal has been challenging when one of the main fleet trucks has been down for repairs. Schwab said staff is proposing to have the repairs completed, and then trade the truck in to help purchase a replacement. The dealer for the State Contract has some 2020 models left in inventory, so the cost of the chassis would be the same as the 2020 model that was purchased in 2019.

After figuring in a trade value of \$25,000 for the old truck, the cost of the new truck would be \$183,836.89. This price includes the extra equipment, and the tax, title, and license fees. Unit 115 was not scheduled to be replaced until 2030, but Unit 118 is scheduled to be replaced in 2022. Schwab said Unit 118 is mechanically sound and is primarily used as a back-up for other trucks that are down or need repairs. Schwab said staff has been working with the Finance Department, and is proposing to use the \$184,000 of Capital Funds allocated for replacement of unit 118 in 2022, to purchase a replacement for Unit 115. Unit 118 would then be replaced in 2025, and the balance of the future truck replacements would be postponed for two years from present programming.

Iverson asked why we were doing the repairs and then trading the truck in, instead of just trading it in or keeping it for parts. Schwab said the repairs have already been done, and trading it in will help the City gain back the cost of the repairs plus get \$2,000 towards the purchase of the new truck. He also stated that they would not be able to use the truck for parts, as they are not all compatible between different makes and model years.

Morin moved, seconded by Shogren, to approve the purchase of a 2020 International HV507 chassis from Astleford International, and the truck mounted equipment for an amount not to exceed \$184,000. The 2011 International Work Star (Unit 115) would be declared surplus property to be offered as trade-in, with proceeds being used towards the purchase of the 2020 model. Upon roll call, Godfrey, Iverson, Conley, Morin, and Shogren all voted aye, with no nays. Motion passed unanimously.

2020 Street Improvements

Blank informed the council that on Tuesday, April 7, 2020, staff received and opened bids for the 2020 Street Improvement project. He stated a total of four bids were received, and Douglas-Kerr Underground from Mora, MN is the low bidder at \$5,265,560.65. The bid from Douglas-Kerr was less than the engineer's estimate of \$5,646,000, and is within the budget to fund this project. Blank said Douglas-Kerr has successfully completed other projects for the City, including the 2014 Street Projects, and concludes that they have the experience, equipment, and ability to successfully complete this project as well.

Blank also included a proposal from SEH to perform construction related services, including pre-construction coordination, full time on-site construction observation, construction staking, construction administration, project closeout, and record plan preparation. The estimated cost of these services is \$548,000 and will not be exceeded without City approval.

Godfrey had a question for Moe about how the sale of bonds for the project was going. She stated that staff was preparing for the sale of the bonds in the coming days, and have been informed that there is still a good bond market. Godfrey then asked what would happen if the sale of the bonds was not as favorable as planned. Moe said the City could then do private financing through a local bank instead of selling bonds, and that there is sufficient cash flow on hand to continue with the project. Shogren moved, seconded by Iverson, to approve Resolution R20- 032 accepting the bid and awarding a contract to Douglas-Kerr Underground for the 2020 Street Improvements, and to approve

the proposal from SEH for construction services. Upon roll call, Godfrey, Iverson, Shogren, Conley, and Morin all voted aye, with no nays. Motion passed unanimously.

Resolution R20-033 General Fund Budget Amendment

Moe stated that due to the economic uncertainty related to the COVID-19 pandemic, she recommended the council take action to continue the City's strong financial position in order to ensure that essential services may be maintained. She said she is following guidance from The Government Finance Officers Association on budget adjustments for managing cash flow during times of crisis.

Moe reviewed the update to the General Fund Budget that reflects the City's initial response to the pandemic, with the main focus being on reducing capital spending. She said the City is delaying some of the capital projects, such as the Roof Replacement Project and the Street Light Pole Replacement Project, to free up some cash flow. There have also been adjustments made for an expected increase in property tax delinquency, a decrease in licenses and permits, a decrease in the School Resource Officer position, an increase in revenue from Northbound Liquor, as well as some other minor adjustments.

Moe said the City is not drawing on any of its reserves right now, and will still have them available if the economy gets worse. She stressed the importance of continuing with essential services and keeping the City's financial condition strong. Iverson moved, seconded by Shogren, to approve Resolution R20-033 approving amendments to the 2020 General Fund Budget. Upon roll call, Godfrey, Iverson, Shogren, Conley, and Morin all voted aye, with no nays. Motion passed unanimously.

Parkwood Park Fitness Equipment

Westover stated the City has developed a plan to develop the Parkwood Park, which was obtained through a conveyance of forfeited lands. The formal plan includes fitness equipment, handicap accessible equipment, horseshoe pits and shuffleboard, and a trail that has already been installed. Westover said the City has already received a grant from the Bernick's Foundation for \$22,750, but that the grant only covers part of the equipment being installed. She said she has received bids for the remainder of the equipment, and GTfit had the lowest bid of \$28,900.30.

Westover noted that the horseshoe pits and shuffleboard will be built and installed by the Public Works department. Conley moved, seconded by Shogren, to approve the bid from GTfit for park equipment to complete Parkwood Park, not to exceed \$28,900.30. Upon roll call, Godfrey, Shogren, Conley, Iverson, and Morin all voted aye, with no nays. Motion carried unanimously.

Mayor's Report

Godfrey noted his appreciation for the continued support of the local businesses through curbside pick-up. He also wanted to say thank you for all of the hearts and Bluejacket Pride he has seen in windows throughout our community.

Council Concerns

There were no council concerns.

City Attorney's Report

There was no City Attorney's Report.

City Administrator's Report

Room Names- Cambridge Public Library

Woulfe informed the council that the Library needed to name the different rooms, so they could have signs ordered in time for the opening of the Library. She said they needed to have eight names total for the community room, the upstairs conference room, and the six study rooms. Woulfe said there was no naming policy in place and reviewed name suggestions submitted by the Library, Councilmember Shogren, and Councilmember Morin.

Godfrey proposed they use a theme for the names, and Shogren suggested they could use names of people that have served our community. Morin had a list of names that he had come up with which included: Cambridge, Sweden, Palmer, Spirit River, Yuasa, Rattvik, Beli Manastir, and Bluejacket. Conley liked the names Morin suggested, and the reasons he had for choosing them. Woulfe thought Heritage would be a better name than Sweden, Shogren wanted to include Great Northern as a name for the early railroad days, and Iverson liked the name Opportunity because Cambridge is an Opportunity Community.

After much discussion, the council decided to have the community room be named Great Northern Room. The upstairs conference and education room will be named Opportunity Room. The six study rooms will be named the Marlys Palmer Room, the Spirit River Room, the Yuasa Room, the Rattvik Room, the Beli Manastir Room, and the Bluejacket Room. Shogren moved, seconded by Iverson, to approve the room names and allow the signs for the Library to be ordered. Upon roll call, Iverson, Shogren, Morin, and Conley all voted aye, with no nays. Godfrey did not vote due his electronic connection being lost. The motion passed unanimously.

Union Negotiations

Woulfe read the announcement for closing the meeting pursuant to the Minnesota Open Meeting Law exception for union negotiation strategies.

Adjournment of Council Meeting

Being no further business before the City Council, Morin moved, seconded by Shogren, to adjourn the regular and closed meeting at 7:38 pm. Upon roll call, all members voted aye, with no nays. Motion carried unanimously.

James A. Godfrey, Mayor

ATTEST:

Lynda J. Woulfe, City Administrator

**SUMMARY PUBLICATION OF THE PROCEEDINGS OF THE
CAMBRIDGE CITY COUNCIL**

The complete minutes are available for public inspection at the office of the City Administrator, 300 3rd Ave. NE, Cambridge, Minnesota.

**Regular City Council Meeting
April 20, 2020**

Members Present: Mayor James Godfrey; Council Members Kersten Conley, Lisa Iverson, Joe Morin, and Bob Shogren.

- Meeting called to order at 6:03 p.m.
- Approved amended agenda to include Cambridge Public Library rooms and a closed session on union negotiations.
- Approved Consent Agenda items
- Approved amended proposal from Inspec and SEH for structural engineering analysis for the roof system.
- Approved Second Amendment for an extension to the Purchase Agreement with Minnco Credit Union.
- Approved the replacement of a Public Works plow truck.
- Approved Resolution R20-032 awarding the 2020 Street Improvement contract to Douglas-Kerr Underground; and approved the construction services contract with SEH.
- Approved Resolution R20-033 approving amendments to the 2020 General Fund Budget.
- Approved the purchase of park equipment for Parkwood Park.
- Selected names for the rooms at the new Cambridge Public Library.
- Held a closed session to discuss union negotiations.
- Adjourned meeting at 7:38 p.m.

Prepared by: Caroline Moe, Director of Finance

Background

Attached for your review are the **Draft** Monthly Financial Reports for the three months ended March 31, 2020. Included in the Monthly Financial Reports are the following components:

Financial Snapshot

Outstanding City Debt

General Fund - Amended 2020 Budget Compared to Actual

Special Revenue Funds:

Airport Operating Fund – Adopted 2020 Compared to Actual

Debt Service Fund Summary: Adopted 2020 Budget Compared to Actual

Capital Fund Summary:

Adopted 2020 Budget Compared to Actual

Enterprise Funds:

Water Utility - Adopted 2020 Budget Compared to Actual

Wastewater Utility - Adopted 2020 Budget Compared to Actual

Stormwater Utility- Adopted 2020 Budget Compared to Actual

Street Light Utility- Adopted 2020 Budget Compared to Actual

Liquor Store – Adopted 2020 Budget Compared to Actual.

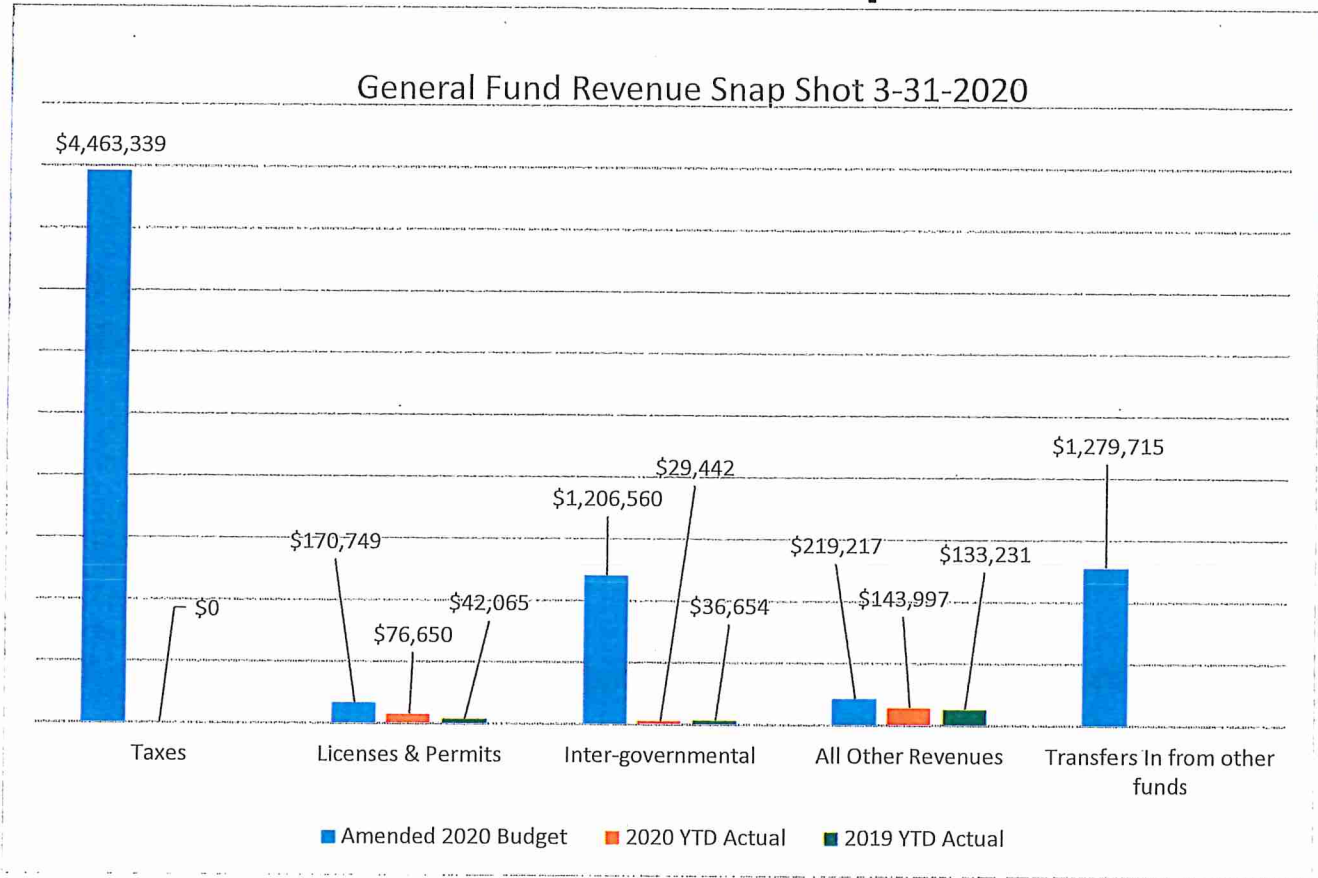
Cash and Investment Summary

Park Expenditure Breakdown Report

Council Action Requested

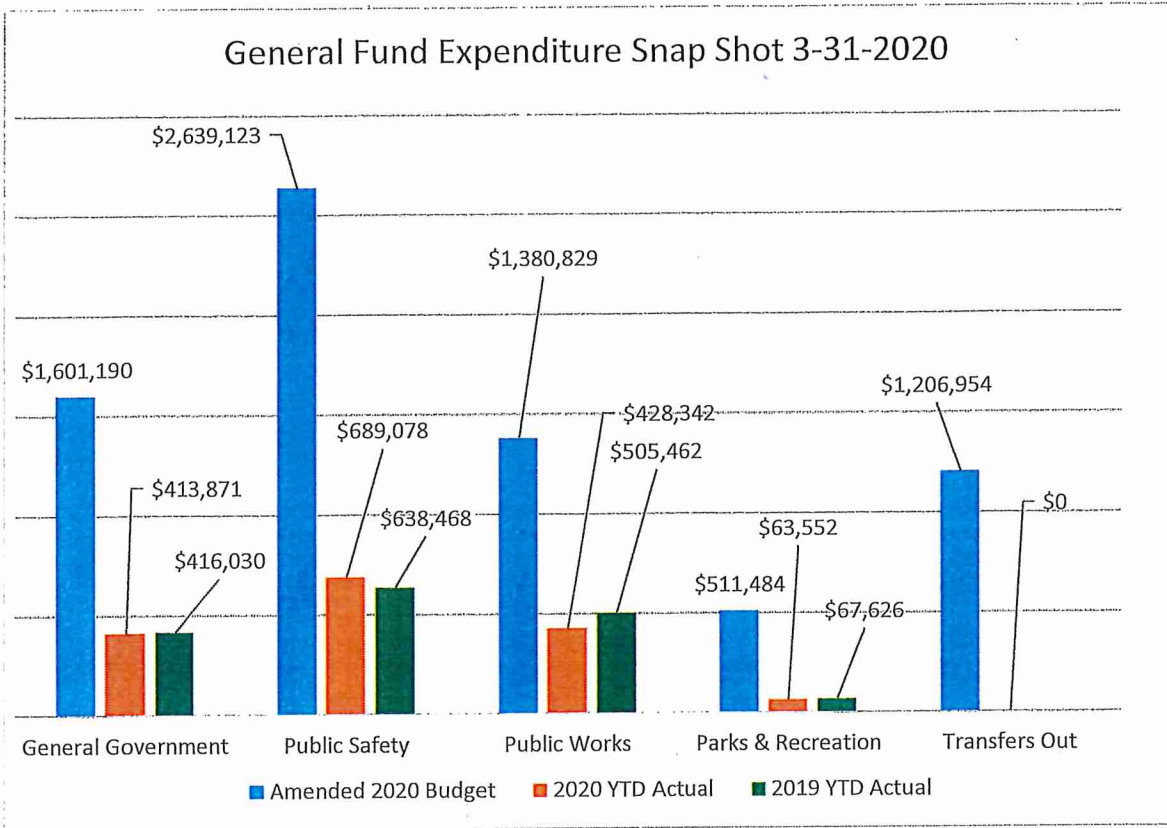
NONE REQUIRED - For discussion only.

Council Financial Snap Shot



Notes—

- Budget was amended to consider potential stress due to Covid-19 pandemic. Tax, building permit and inter-governmental revenue collection estimates were reduced and offset by delay of capital project at City Hall. Budget will transfer cash on hand back from the capital project, if necessary, to make sure budget stays balanced at this time.
- Tax revenue is collected in July and December.
- License and permit revenue is typically slow in the first four months of the year.
- Inter-governmental revenue is primarily received in July, October and December.
- Transfers from other funds are typically done later in the fiscal year.



Notes—

- Expenditures generally trending as expected.

Behind the numbers—

15/2

Cambridge is protected by fifteen full-time police officers supported by two office staff professionals. We also employ part-time police officers to help cover shift vacancies that occur. The Police Department has the largest expenditure budget within the City.

Behind the numbers—

57/6

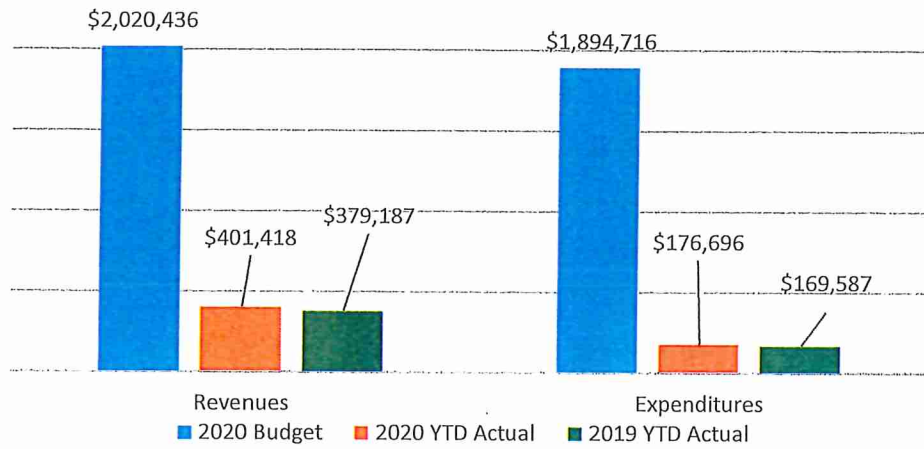
Cambridge maintains fifty-seven miles of streets with six snow plows, two loaders, and two sidewalk machines. The Street Dept plows when two inches or more of snow is received. The Street Dept also sands/salts when conditions are slippery. To report street concerns, call 689-1800.

Behind the numbers—

18

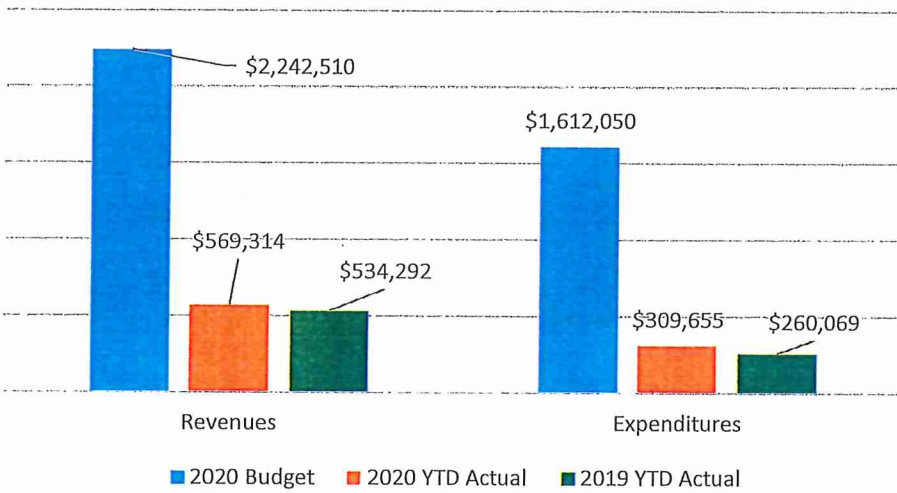
Cambridge has eighteen parks. Park locations and amenities can be found on the City's website at www.ci.cambridge.mn.us

Water Fund 3-31-2020



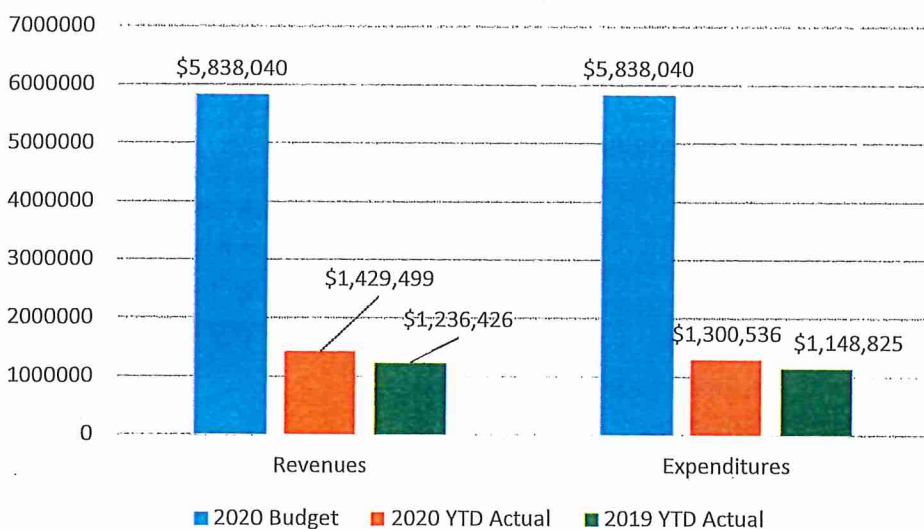
Water Fund Notes—
No concerns at this time.

Wastewater Fund 3-31-2020



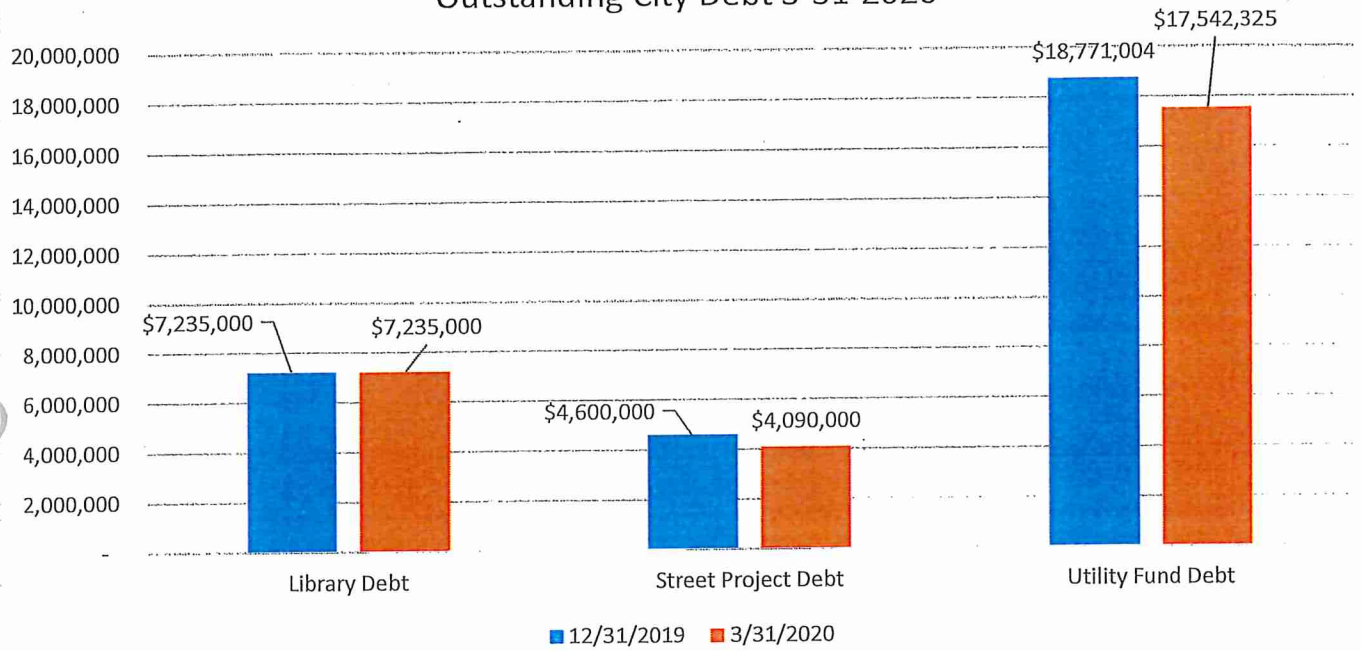
Wastewater Fund Notes—
No concerns at this time.

Northbound Liquor 3-31-2020



Northbound Liquor-- No concerns at this time.

Outstanding City Debt 3-31-2020



CITY OF CAMBRIDGE
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
REVENUE						
TAXES	5,141,841.00	4,463,339.00	.00	(4,463,339.00)	.00	4,760,578.81
LICENSES AND PERMITS	224,000.00	170,749.00	76,650.19	(94,098.81)	44.89	414,484.23
INTERGOVERNMENTAL REVENUES	1,266,560.00	1,206,560.00	29,441.84	(1,177,118.16)	2.44	1,169,545.62
CHARGES FOR SERVICES	124,547.00	132,734.00	123,163.24	(9,570.76)	92.79	135,502.70
FINES AND FORFEITURES	48,407.00	48,407.00	12,657.45	(35,749.55)	26.15	84,760.49
OTHER	34,225.00	38,076.00	8,176.49	(29,899.51)	21.47	100,866.57
OTHER FINANCING SOURCES	500,000.00	1,279,715.00	.00	(1,279,715.00)	.00	502,350.00
TOTAL FUND REVENUE	7,339,580.00	7,339,580.00	250,089.21	(7,089,490.79)	3.41	7,168,088.42
EXPENDITURES						
GENERAL GOVERNMENT						
MAYOR AND CITY COUNCIL	61,630.00	61,630.00	9,137.97	52,492.03	14.83	73,332.69
ADMINISTRATION	303,542.00	303,542.00	82,028.27	221,513.73	27.02	312,544.04
ELECTIONS	10,900.00	10,900.00	3,423.58	7,476.42	31.41	355.00
FINANCE/MIS	345,330.00	345,330.00	115,031.89	230,298.11	33.31	329,731.10
LEGAL	103,000.00	103,000.00	19,497.87	83,502.13	18.93	113,159
BUILDING DEPARTMENT	299,766.00	299,766.00	80,226.19	219,539.81	26.76	314,193.00
ENGINEERING	40,000.00	40,000.00	6,015.00	33,985.00	15.04	35,223.73
PLANNING	280,063.00	280,063.00	68,876.12	211,186.88	24.59	250,983.91
NEW CITY HALL BUILDING	156,959.00	156,959.00	29,633.90	127,325.10	18.88	166,633.17
TOTAL GENERAL GOVERNMENT	1,601,190.00	1,601,190.00	413,870.79	1,187,319.21	25.85	1,596,156.91
PUBLIC SAFETY						
POLICE DEPARTMENT	2,292,960.00	2,292,960.00	601,787.59	1,691,172.41	26.25	2,033,292.13
FIRE DEPARTMENT	335,763.00	335,763.00	83,192.65	252,570.35	24.78	298,498.60
EMERGENCY MANAGEMENT	4,900.00	4,900.00	2,897.83	2,002.17	59.14	4,383.18
ANIMAL CONTROL	5,500.00	5,500.00	1,200.00	4,300.00	21.82	4,800.00
TOTAL PUBLIC SAFETY	2,639,123.00	2,639,123.00	689,078.07	1,950,044.93	26.11	2,340,973.91
STREETS						
STREETS	1,380,829.00	1,380,829.00	428,341.90	952,487.10	31.02	1,551,733.11
TOTAL STREETS	1,380,829.00	1,380,829.00	428,341.90	952,487.10	31.02	1,551,733.11
PARK AND RECREATION						
PARKS & RECREATION	470,884.00	470,884.00	58,420.01	412,463.99	12.41	383,018.01
LIBRARY	40,600.00	40,600.00	5,132.26	35,467.74	12.64	.00
TOTAL PARK AND RECREATION	511,484.00	511,484.00	63,552.27	447,931.73	12.43	383,018.01
UNALLOCATED EXPENDITURES						
TRANSFERS OUT	1,206,954.00	1,206,954.00	.00	1,206,954.00	.00	1,214,059.00

CITY OF CAMBRIDGE
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL UNALLOCATED EXPENDITURES	1,206,954.00	1,206,954.00	.00	1,206,954.00	.00	1,214,059.00
TOTAL FUND EXPENDITURES	7,339,580.00	7,339,580.00	1,594,843.03	5,744,736.97	21.73	7,085,940.94
NET REVENUE OVER EXPENDITURES	.00	.00	(1,344,753.82)	1,344,753.82		82,147.48

CITY OF CAMBRIDGE
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TAXES						
101-31010 TAXES - CURRENT	5,114,859.00	4,436,357.00	.00	4,436,357.00	.00	4,720,330.81
101-31020 TAXES - DELINQUENT	25,000.00	25,000.00	.00	25,000.00	.00	16,104.12
101-31050 EXCESS TAX INCREMENTS	.00	.00	.00	.00	.00	.94
101-31060 PENALTIES AND INTEREST	1,982.00	1,982.00	.00	1,982.00	.00	1,253.75
101-31061 TAX ON FORFEITED PROP PURCHAS	.00	.00	.00	.00	.00	22,889.19
TOTAL TAXES	5,141,841.00	4,463,339.00	.00	4,463,339.00	.00	4,760,578.81
LICENSES AND PERMITS						
101-32110 LIQUOR LICENSES	14,000.00	14,000.00	.00	14,000.00	.00	20,300.00
101-32180 CIGARETTES	2,800.00	2,800.00	.00	2,800.00	.00	2,600.00
101-32184 CABLE FRANCHISE FEES	61,000.00	51,000.00	10,325.32	40,674.68	20.25	65,497.30
101-32185 REFUSE HAULER FRANCHISE FEE	1,250.00	1,250.00	.00	1,250.00	.00	1,250.00
101-32199 OTHER BUS LIC & PERMITS	500.00	500.00	425.00	75.00	85.00	900.00
101-32218 CITY SHARE ELEC INSPECTIONS	3,000.00	3,000.00	1,007.75	1,992.25	33.59	4,658.91
101-32219 RETAINAGE OF BLDG SURCHARGE	250.00	250.00	73.22	176.78	29.29	458.94
101-32220 BUILDING PERMITS	122,000.00	72,000.00	42,505.90	29,494.10	59.04	237,497.46
101-32222 MECHANICAL PERMITS	5,000.00	6,624.00	6,145.00	479.00	92.77	24,405.99
101-32225 INVESTIGATION (PENALTY FEE)	.00	.00	50.00	(50.00)	.00	1,176.00
101-32226 CONTRACTOR LIC VERIFICATION FEE	200.00	200.00	150.00	50.00	75.00	775.00
101-32230 PLUMBING PERMITS	3,000.00	3,000.00	1,571.00	1,429.00	52.37	19,254.00
101-32240 SIGN PERMITS	1,000.00	1,000.00	110.00	890.00	11.00	1,080.00
101-32298 RENTAL REGISTRATION FEE	5,000.00	10,125.00	9,925.00	200.00	98.02	20,741.98
101-32299 PLANNING & ZONING FEES	5,000.00	5,000.00	4,362.00	638.00	87.24	13,888.65
TOTAL LICENSES AND PERMITS	224,000.00	170,749.00	76,650.19	94,098.81	44.89	414,484.23
INTERGOVERNMENTAL REVENUES						
101-33165 FEDERAL GRANTS - OTHER	.00	.00	.00	.00	.00	10,369.90
101-33401 LOCAL GOVERNMENT AID (LGA)	950,238.00	950,238.00	.00	950,238.00	.00	806,834.00
101-33404 STATE AID - OTHER	6,000.00	6,000.00	4,441.84	1,558.16	74.03	12,792.66
101-33405 PERA AID	5,822.00	5,822.00	.00	5,822.00	.00	5,822.00
101-33418 MSA - MAINTENANCE	50,000.00	50,000.00	25,000.00	25,000.00	50.00	50,000.00
101-33421 POLICE STATE AID	130,000.00	130,000.00	.00	130,000.00	.00	141,619.56
101-33422 SCHOOL DIST COST FOR OFFICER	120,000.00	60,000.00	.00	60,000.00	.00	137,328.50
101-33610 CTY GRANTS & AIDS FOR HWYS	4,500.00	4,500.00	.00	4,500.00	.00	4,779.00
TOTAL INTERGOVERNMENTAL REVE	1,266,560.00	1,206,560.00	29,441.84	1,177,118.16	2.44	1,169,545.62

CITY OF CAMBRIDGE
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>CHARGES FOR SERVICES</u>						
101-34102 FILING FEES	75.00	75.00	.00	75.00	.00	.00
101-34105 SALES - MAPS, COPIES, ETC.	172.00	172.00	32.75	139.25	19.04	341.75
101-34110 SOLAR LEASE REVENUE	.00	7,500.00	7,500.00	.00	100.00	1,500.00
101-34117 CONTRACTED BUILDING INSPECTIO	.00	.00	.00	.00	.00	885.00
101-34201 POLICE DEPARTMENT REPORTS	2,500.00	2,500.00	141.00	2,359.00	5.64	602.25
101-34202 POLICE ADMINISTRATION FEES	4,000.00	4,500.00	2,319.00	2,181.00	51.53	8,785.00
101-34205 PAWN SHOP TRANSACTION REVENU	5,000.00	5,000.00	332.50	4,667.50	6.65	4,467.50
101-34206 FIRE PROT TOWNSHIP CONTRACT	102,000.00	107,426.00	107,426.29	(.29)	100.00	102,506.31
101-34208 FIRE RUNS	500.00	.00	.00	.00	.00	1,566.64
101-34210 FIRE PROTECTION ADMINISTRATION	2,300.00	3,061.00	3,061.70	(.70)	100.02	2,345.00
101-34925 PARK ACTIVITY FEES	500.00	500.00	350.00	150.00	70.00	4,862.50
101-34930 ART FAIR FEES	.00	.00	.00	.00	.00	595.00
101-34951 SALE OF SERVICE AND SUPPLIES	.00	.00	.00	.00	.00	18.75
101-34958 ICE RINK LEASE REVENUE	7,500.00	2,000.00	2,000.00	.00	100.00	7,027.00
TOTAL CHARGES FOR SERVICES	124,547.00	132,734.00	123,163.24	9,570.76	92.79	135,502.70
<u>FINES AND FORFEITURES</u>						
101-35101 COURT FINES	45,907.00	45,907.00	9,337.45	36,569.55	20.34	68,945.49
101-35102 PARKING FINES	1,500.00	1,500.00	200.00	1,300.00	13.33	2,900.00
101-35104 ANIMAL CONTROL FINES	1,000.00	1,000.00	520.00	480.00	52.00	1,660.00
101-35105 ADMINISTRATIVE CITATION FINE	.00	.00	2,600.00	(2,600.00)	.00	11,255.00
TOTAL FINES AND FORFEITURES	48,407.00	48,407.00	12,657.45	35,749.55	26.15	84,760.49
<u>OTHER</u>						
101-36102 SPECIAL ASSESSMENT INTEREST	.00	.00	.00	.00	.00	140.03
101-36200 MISCELLANEOUS	.00	.00	.00	.00	.00	2,039.17
101-36210 INTEREST EARNINGS	15,000.00	15,000.00	.00	15,000.00	.00	77,597.56
101-36220 FACILITY RENTAL	3,600.00	3,600.00	1,325.01	2,274.99	36.81	10,663.10
101-36230 DONATIONS	500.00	500.00	2,500.00	(2,000.00)	500.00	10,301.71
101-36231 LIBRARY LEASE RENT	14,625.00	14,625.00	.00	14,625.00	.00	.00
101-36240 PATRONAGE CAPITAL	500.00	4,351.00	4,351.48	(.48)	100.01	.00
101-36501 SALE OF PROPERTY	.00	.00	.00	.00	.00	125.00
TOTAL OTHER	34,225.00	38,076.00	8,176.49	29,899.51	21.47	100,866.57
<u>OTHER FINANCING SOURCES</u>						
101-39203 TRANSFERS FROM OTHER FUNDS	500,000.00	1,279,715.00	.00	1,279,715.00	.00	502,350.00
TOTAL OTHER FINANCING SOURCES	500,000.00	1,279,715.00	.00	1,279,715.00	.00	502,350.00

CITY OF CAMBRIDGE
 DETAIL REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND REVENUE	7,339,580.00	7,339,580.00	250,089.21			7,168,088.42

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
MAYOR AND CITY COUNCIL						
<i>PERSONAL SERVICES</i>						
101-41110-101 FULL-TIME EMPLOYEES - REGULAR	29,900.00	29,900.00	7,475.04	(22,424.96)	25.00	29,433.49
101-41110-122 FICA/MEDICARE (EMPLOYER)	2,290.00	2,290.00	571.77	(1,718.23)	24.97	2,251.42
101-41110-151 WORKERS' COMPENSATION PREMIU	140.00	140.00	28.63	(111.37)	20.45	77.56
TOTAL PERSONAL SERVICES	32,330.00	32,330.00	8,075.44	(24,254.56)	24.98	31,762.47
<i>SUPPLIES</i>						
101-41110-200 MISCELLANEOUS OFFICE SUPPLIES	100.00	100.00	.00	(100.00)	.00	2.14
101-41110-210 MISCELLANEOUS OPER SUPPLIES	250.00	250.00	.00	(250.00)	.00	11.00
101-41110-213 CITIZEN'S ACADEMY COSTS	500.00	500.00	.00	(500.00)	.00	.00
101-41110-214 EMPLOYEE RECOGNITION	500.00	500.00	.00	(500.00)	.00	347.66
TOTAL SUPPLIES	1,350.00	1,350.00	.00	(1,350.00)	.00	360.80
<i>OTHER SERVICES AND CHARGES</i>						
101-41110-304 MISC PROFESSIONAL SERVICES	1,000.00	1,000.00	.00	(1,000.00)	.00	.00
101-41110-331 TRAVEL/MEALS/LODGING	2,500.00	2,500.00	112.53	(2,387.47)	4.50	2,848.16
101-41110-334 MILEAGE REIMBURSEMENT	150.00	150.00	.00	(150.00)	.00	.00
101-41110-340 ADVERTISING	500.00	500.00	.00	(500.00)	.00	98.50
101-41110-360 INSURANCE AND BONDS	500.00	500.00	.00	(500.00)	.00	303.20
TOTAL OTHER SERVICES AND CHA	4,650.00	4,650.00	112.53	(4,537.47)	2.42	3,249.86
<i>MISCELLANEOUS</i>						
101-41110-430 MISCELLANEOUS	100.00	100.00	.00	(100.00)	.00	.00
101-41110-433 DUES AND SUBSCRIPTIONS	100.00	100.00	.00	(100.00)	.00	30.00
101-41110-440 SCHOOLS AND MEETINGS	2,800.00	2,800.00	950.00	(1,850.00)	33.93	2,675.00
101-41110-441 SISTER CITY ACTIVITIES	500.00	500.00	.00	(500.00)	.00	310.00
101-41110-455 FIREWORKS DISPLAY EXPENSES	16,000.00	16,000.00	.00	(16,000.00)	.00	12,281.25
101-41110-456 ART FESTIVAL	2,000.00	2,000.00	.00	(2,000.00)	.00	1,505.00
101-41110-458 DOWNTOWN FLOWER BASKET PROJ	1,800.00	1,800.00	.00	(1,800.00)	.00	1,850.00
101-41110-459 DOWNTOWN TRASH CANS & BENCH	.00	.00	.00	.00	.00	19,308.31
TOTAL MISCELLANEOUS	23,300.00	23,300.00	950.00	(22,350.00)	4.08	37,959.56
TOTAL MAYOR AND CITY COUNCIL	61,630.00	61,630.00	9,137.97	(52,492.03)	14.83	73,332.69

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR.YR YTD ACTUAL
ADMINISTRATION						
<i>PERSONAL SERVICES</i>						
101-41320-101 FULL-TIME EMPLOYEES - REGULAR	127,754.00	127,754.00	35,425.63	(92,328.37)	27.73	158,683.53
101-41320-102 FULL-TIME EMPLOYEES - OVERTIME	.00	100.00	.00	(100.00)	.00	.00
101-41320-103 PART-TIME - REGULAR	59,939.00	59,839.00	9,536.64	(50,302.36)	15.94	35,978.82
101-41320-105 TEMP/SEAS EMPLOYEES - OVERTIME	.00	.00	5.51	5.51	.00	127.89
101-41320-121 PERA (EMPLOYER)	14,383.00	14,383.00	3,372.59	(11,010.41)	23.45	14,720.03
101-41320-122 FICA/MEDICARE (EMPLOYER)	14,670.00	14,670.00	3,354.11	(11,315.89)	22.86	14,558.95
101-41320-131 MEDICAL/DENTAL/LIFE (EMPLOYER)	17,424.00	17,424.00	5,653.38	(11,770.62)	32.45	28,855.32
101-41320-132 ADMIN-LONGEVITY PAY	4,072.00	4,072.00	.00	(4,072.00)	.00	.00
101-41320-133 ADMIN-INS DEDUCTIBLE CONTRIB	1,200.00	1,200.00	.00	(1,200.00)	.00	2,400.00
101-41320-151 WORKERS' COMPENSATION PREMIU	1,450.00	1,450.00	204.99	(1,245.01)	14.14	765.98
101-41320-153 CITY WIDE RE-EMPLOY COMPENSATI	2,500.00	2,500.00	.00	(2,500.00)	.00	4,349.52
101-41320-154 HRA/FLEX FEES	250.00	250.00	26.35	(223.65)	10.54	132.70
TOTAL PERSONAL SERVICES	243,642.00	243,642.00	57,579.20	(186,062.80)	23.63	260,572.74
<i>SUPPLIES</i>						
101-41320-201 OFFICE SUPPLIES - ACCESSORIES	1,500.00	1,500.00	744.35	(755.65)	49.62	1,933.43
101-41320-202 DUPLICATING & COPYING SUPPLIES	2,000.00	2,000.00	230.34	(1,769.66)	11.52	1,203.30
101-41320-203 CITY NEWSLETTER COSTS	5,500.00	5,500.00	.00	(5,500.00)	.00	4,769.72
101-41320-204 STATIONARY, FORMS & ENVELOPES	250.00	250.00	145.00	(105.00)	58.00	145.00
101-41320-209 SOFTWARE UPDATES	500.00	1,300.00	1,263.63	(36.37)	97.20	.00
101-41320-210 MISCELLANEOUS OPER SUPPLIES	500.00	500.00	.00	(500.00)	.00	1,042.76
101-41320-221 REPAIR & MAINT SUPP - VEH/EQ	200.00	200.00	.00	(200.00)	.00	.00
101-41320-240 SMALL TOOLS AND MINOR EQUIPME	3,000.00	2,200.00	.00	(2,200.00)	.00	1,719.39
TOTAL SUPPLIES	13,450.00	13,450.00	2,383.32	(11,066.68)	17.72	10,813.60
<i>OTHER SERVICES AND CHARGES</i>						
101-41320-304 MISC PROFESSIONAL SERVICES	2,000.00	2,000.00	.00	(2,000.00)	.00	3,246.50
101-41320-313 IT MGMT & BACKUP	3,000.00	3,000.00	1,332.60	(1,667.40)	44.42	2,709.72
101-41320-322 POSTAGE	4,500.00	4,500.00	1,000.00	(3,500.00)	22.22	3,122.85
101-41320-331 TRAVEL/MEALS/LODGING	600.00	600.00	45.21	(554.79)	7.54	734.54
101-41320-334 MILEAGE REIMBURSEMENT	300.00	300.00	.00	(300.00)	.00	179.22
101-41320-340 ADVERTISING	2,000.00	1,500.00	.00	(1,500.00)	.00	1,219.90
101-41320-351 LEGAL NOTICES/ORD PUBLISHING	1,200.00	1,200.00	17.50	(1,182.50)	1.46	437.63
101-41320-360 INSURANCE AND BONDS	1,950.00	1,950.00	.00	(1,950.00)	.00	1,884.58
TOTAL OTHER SERVICES AND CHA	15,550.00	15,050.00	2,395.31	(12,654.69)	15.92	13,534.94

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>MISCELLANEOUS</i>						
101-41320-404 REPAIR & MAINT LABOR - VEH/EQ	200.00	200.00	.00	(200.00)	.00	.00
101-41320-409 MAINT CONTRACTS - OFFICE EQUIP	15,000.00	16,000.00	15,872.90	(127.10)	99.21	12,744.80
101-41320-430 MISCELLANEOUS	100.00	100.00	.00	(100.00)	.00	.00
101-41320-433 DUES AND SUBSCRIPTIONS	600.00	600.00	(2.46)	(602.46)	(.41)	628.44
101-41320-437 CITY WIDE DUES & SUBSCRIPTIONS	14,000.00	14,000.00	3,575.00	(10,425.00)	25.54	13,605.00
101-41320-440 SCHOOLS AND MEETINGS	1,000.00	500.00	225.00	(275.00)	45.00	516.00
101-41320-441 WEB SITE ENHANCEMENT	.00	.00	.00	.00	.00	128.52
<i>TOTAL MISCELLANEOUS</i>	<u>30,900.00</u>	<u>31,400.00</u>	<u>19,670.44</u>	<u>(11,729.56)</u>	<u>62.64</u>	<u>27,622.76</u>
TOTAL ADMINISTRATION	<u><u>303,542.00</u></u>	<u><u>303,542.00</u></u>	<u><u>82,028.27</u></u>	<u><u>(221,513.73)</u></u>	<u><u>27.02</u></u>	<u><u>312,544.04</u></u>

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>ELECTIONS</u>						
<i>PERSONAL SERVICES</i>						
101-41410-104 TEMP/SEAS EMPLOYEES - REGULAR	7,500.00	7,500.00	3,236.88	(4,263.12)	43.16	.00
<i>TOTAL PERSONAL SERVICES</i>	7,500.00	7,500.00	3,236.88	(4,263.12)	43.16	.00
<i>SUPPLIES</i>						
101-41410-201 OFFICE SUPPLIES - ACCESSORIES	300.00	300.00	133.50	(166.50)	44.50	.00
101-41410-240 SMALL TOOLS AND MINOR EQUIPME	1,500.00	1,500.00	.00	(1,500.00)	.00	.00
<i>TOTAL SUPPLIES</i>	1,800.00	1,800.00	133.50	(1,666.50)	7.42	.00
<i>OTHER SERVICES AND CHARGES</i>						
101-41410-331 TRAVEL/MEALS/LODGING	150.00	150.00	48.20	(101.80)	32.13	.00
101-41410-351 LEGAL NOTICES/ORD PUBLISHING	250.00	250.00	5.00	(245.00)	2.00	.00
<i>TOTAL OTHER SERVICES AND CHA</i>	400.00	400.00	53.20	(346.80)	13.30	.00
<i>MISCELLANEOUS</i>						
101-41410-408 MAINT CONTRACTS - MACH/EQUIP	1,200.00	1,200.00	.00	(1,200.00)	.00	355.00
<i>TOTAL MISCELLANEOUS</i>	1,200.00	1,200.00	.00	(1,200.00)	.00	355.00
TOTAL ELECTIONS	10,900.00	10,900.00	3,423.58	(7,476.42)	31.41	355.00

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
FINANCE/MIS						
<i>PERSONAL SERVICES</i>						
101-41500-101 FULL-TIME EMPLOYEES - REGULAR	174,782.00	174,782.00	48,680.81	(126,101.19)	27.85	173,083.99
101-41500-121 PERA (EMPLOYER)	13,575.00	13,575.00	3,651.06	(9,923.94)	26.90	12,824.58
101-41500-122 FICA/MEDICARE (EMPLOYER)	13,846.00	13,846.00	3,568.96	(10,277.04)	25.78	12,659.71
101-41500-131 MEDICAL/DENTAL/LIFE (EMPLOYER)	34,846.00	34,846.00	11,306.76	(23,539.24)	32.45	33,054.24
101-41500-132 FINANCE LONGEVITY PAY	6,211.00	6,211.00	.00	(6,211.00)	.00	.00
101-41500-133 FINANCE INS DEDUCTIBLE CONTRIB	2,400.00	2,400.00	132.95	(2,267.05)	5.54	2,400.00
101-41500-151 WORKERS' COMPENSATION PREMIU	1,370.00	1,370.00	222.29	(1,147.71)	16.23	678.56
101-41500-154 HRA/FLEX FEES	200.00	200.00	52.75	(147.25)	26.38	146.80
TOTAL PERSONAL SERVICES	247,230.00	247,230.00	67,615.58	(179,614.42)	27.35	234,847.88
<i>SUPPLIES</i>						
101-41500-201 OFFICE SUPPLIES - ACCESSORIES	1,200.00	1,200.00	701.16	(498.84)	58.43	1,600.56
101-41500-204 STATIONARY, FORMS & ENVELOPES	3,000.00	3,000.00	1,256.60	(1,743.40)	41.89	2,614.46
101-41500-209 SOFTWARE UPDATES	1,000.00	1,000.00	750.00	(250.00)	75.00	725.00
101-41500-210 MISCELLANEOUS OPER SUPPLIES	500.00	500.00	.00	(500.00)	.00	33.70
101-41500-240 SMALL TOOLS AND MINOR EQUIPME	2,000.00	2,000.00	.00	(2,000.00)	.00	.00
TOTAL SUPPLIES	7,700.00	7,700.00	2,707.76	(4,992.24)	35.17	4,973.72
<i>OTHER SERVICES AND CHARGES</i>						
101-41500-301 AUDITING AND ACCOUNTING	35,000.00	35,000.00	31,752.00	(3,248.00)	90.72	31,900.00
101-41500-304 MISC PROFESSIONAL SERVICES	3,500.00	3,500.00	2,388.00	(1,112.00)	68.23	2,388.00
101-41500-308 ISANTI CO ASSESSMENT MGMT FEE	750.00	750.00	423.00	(327.00)	56.40	986.00
101-41500-309 EDP PROFESSIONAL SERVICES	23,000.00	23,000.00	327.25	(22,672.75)	1.42	26,397.30
101-41500-313 IT MGMT & BACKUP	3,000.00	3,000.00	1,332.60	(1,667.40)	44.42	2,709.72
101-41500-331 TRAVEL/MEALS/LODGING	500.00	500.00	12.00	(488.00)	2.40	1,754.26
101-41500-334 MILEAGE REIMBURSEMENT	300.00	300.00	.00	(300.00)	.00	200.10
101-41500-351 LEGAL NOTICES/ORD PUBLISHING	500.00	500.00	.00	(500.00)	.00	426.00
101-41500-360 INSURANCE AND BONDS	1,600.00	1,600.00	.00	(1,600.00)	.00	2,093.81
TOTAL OTHER SERVICES AND CHA	68,150.00	68,150.00	36,234.85	(31,915.15)	53.17	68,855.19
<i>MISCELLANEOUS</i>						
101-41500-409 MAINT CONTRACTS - OFFICE EQUIP	18,000.00	18,000.00	7,888.00	(10,112.00)	43.82	15,776.00
101-41500-430 MISCELLANEOUS	250.00	250.00	.00	(250.00)	.00	450.51
101-41500-433 DUES AND SUBSCRIPTIONS	1,700.00	1,700.00	415.70	(1,284.30)	24.45	1,599.80
101-41500-440 SCHOOLS AND MEETINGS	2,300.00	2,300.00	170.00	(2,130.00)	7.39	3,228.00
TOTAL MISCELLANEOUS	22,250.00	22,250.00	8,473.70	(13,776.30)	38.08	21,054.31
TOTAL FINANCE/MIS	345,330.00	345,330.00	115,031.89	(230,298.11)	33.31	329,731.10

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>LEGAL</u>						
<i>OTHER SERVICES & CHARGES</i>						
101-41610-304 LEGAL FEES	50,000.00	50,000.00	12,729.79	(37,270.21)	25.46	62,207.58
101-41610-305 PROSECUTION SERVICES	42,000.00	42,000.00	6,768.08	(35,231.92)	16.11	40,147.43
101-41610-307 TOWNSHIP ANNEXATION PAYMENTS	11,000.00	11,000.00	.00	(11,000.00)	.00	10,804.78
<i>TOTAL OTHER SERVICES & CHARG</i>	<u>103,000.00</u>	<u>103,000.00</u>	<u>19,497.87</u>	<u>(83,502.13)</u>	<u>18.93</u>	<u>113,159.79</u>
TOTAL LEGAL	<u>103,000.00</u>	<u>103,000.00</u>	<u>19,497.87</u>	<u>(83,502.13)</u>	<u>18.93</u>	<u>113,159.79</u>

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
BUILDING DEPARTMENT						
<i>PERSONAL SERVICES</i>						
101-41920-101 FULL-TIME EMPLOYEES - REGULAR	187,050.00	187,050.00	48,366.60	(138,683.40)	25.86	218,527.66
101-41920-121 PERA (EMPLOYER)	14,154.00	14,154.00	3,627.50	(10,526.50)	25.63	14,000.04
101-41920-122 FICA/MEDICARE (EMPLOYER)	14,438.00	14,438.00	3,514.77	(10,923.23)	24.34	13,788.86
101-41920-131 MEDICAL/DENTAL/LIFE	52,269.00	52,269.00	16,956.66	(35,312.34)	32.44	50,924.64
101-41920-132 BLDG DEPT LONGEVITY PAY	1,675.00	1,675.00	.00	(1,675.00)	.00	.00
101-41920-133 BLDG DEPT INS DEDUCTIBLE CONTR	3,600.00	3,600.00	34.57	(3,565.43)	.96	1,229.99
101-41920-151 WORKERS' COMPENSATION PREMIU	1,180.00	1,180.00	198.17	(981.83)	16.79	703.90
101-41920-154 HRA/FLEX FEES	250.00	250.00	79.10	(170.90)	31.64	229.55
TOTAL PERSONAL SERVICES	274,616.00	274,616.00	72,777.37	(201,838.63)	26.50	299,404.64
<i>SUPPLIES</i>						
101-41920-201 OFFICE SUPPLIES	750.00	750.00	482.51	(267.49)	64.33	578.26
101-41920-209 SOFTWARE UPDATES	500.00	500.00	.00	(500.00)	.00	.00
101-41920-210 MISCELLANEOUS OPER SUPPLIES	900.00	900.00	.00	(900.00)	.00	.00
101-41920-212 GASOLINE/FUEL/LUBRICANTS/ADDIT	2,400.00	2,400.00	194.93	(2,205.07)	8.12	1,018.02
101-41920-221 REPAIRS & MAINT SUPP VEH/EQUIP	800.00	800.00	57.75	(742.25)	7.22	345.98
101-41920-240 SMALL TOOLS & MINOR EQUIPMENT	3,100.00	3,100.00	64.99	(3,035.01)	2.10	69.09
TOTAL SUPPLIES	8,450.00	8,450.00	800.18	(7,649.82)	9.47	2,011.35
<i>OTHER CHARGES & SERVICES</i>						
101-41920-304 MISC. PROFESSIONAL FEES	.00	.00	.00	.00	.00	314.00
101-41920-313 IT MGMT & BACKUP	3,000.00	3,000.00	1,332.60	(1,667.40)	44.42	2,709.72
101-41920-321 TELEPHONE/CELLULAR PHONES	2,700.00	2,700.00	574.92	(2,125.08)	21.29	2,299.54
101-41920-331 TRAVEL/MEALS/LODGING	300.00	300.00	.00	(300.00)	.00	.00
101-41920-334 MILEAGE REIMBURSEMENT	600.00	600.00	266.12	(333.88)	44.35	391.15
101-41920-360 INSURANCE AND BONDS	2,500.00	2,500.00	.00	(2,500.00)	.00	2,167.61
TOTAL OTHER CHARGES & SERVIC	9,100.00	9,100.00	2,173.64	(6,926.36)	23.89	7,882.02
<i>MISCELLANEOUS</i>						
101-41920-404 REPAIRS & MAINT LABOR VEH & EQ	200.00	200.00	.00	(200.00)	.00	.00
101-41920-409 MAINT CONTRACTS-OFFICE EQUIP	2,800.00	2,800.00	2,685.00	(115.00)	95.89	2,685.00
101-41920-430 MISCELLANEOUS	200.00	200.00	.00	(200.00)	.00	95.47
101-41920-432 CREDIT CARD FEES-BLDG PERMITS	500.00	500.00	.00	(500.00)	.00	.00
101-41920-433 DUES AND SUBSCRIPTIONS	1,400.00	1,400.00	330.00	(1,070.00)	23.57	395.00
101-41920-440 SCHOOLS & MEETINGS	2,500.00	2,500.00	1,460.00	(1,040.00)	58.40	1,720.00
TOTAL MISCELLANEOUS	7,600.00	7,600.00	4,475.00	(3,125.00)	58.88	4,895.47
TOTAL BUILDING DEPARTMENT	299,766.00	299,766.00	80,226.19	(219,539.81)	26.76	314,193.48

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>ENGINEERING</u>							
<i>OTHER CHARGES & SERVICES</i>							
101-41925-303	ENGINEERING FEES	40,000.00	40,000.00	6,015.00	(33,985.00)	15.04	35,223.73
	<i>TOTAL OTHER CHARGES & SERVIC</i>	40,000.00	40,000.00	6,015.00	(33,985.00)	15.04	35,223.73
	TOTAL ENGINEERING	40,000.00	40,000.00	6,015.00	(33,985.00)	15.04	35,223.73

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
PLANNING						
<i>PERSONAL SERVICES</i>						
101-41935-101 FULL-TIME EMPLOYEES - REGULAR	163,218.00	163,218.00	42,529.65	(120,688.35)	26.06	157,860.02
101-41935-112 PLANNING COMMISSION PAYMENTS	2,500.00	2,500.00	455.00	(2,045.00)	18.20	2,065.00
101-41935-121 PERA (EMPLOYER)	12,679.00	12,679.00	3,189.72	(9,489.28)	25.16	11,980.92
101-41935-122 FICA/MEDICARE (EMPLOYER)	12,933.00	12,933.00	3,112.24	(9,820.76)	24.06	11,554.08
101-41935-131 MEDICAL/DENTAL/LIFE	34,846.00	34,846.00	11,306.76	(23,539.24)	32.45	33,054.24
101-41935-132 PLANNING LONGEVITY PAY	5,837.00	5,837.00	.00	(5,837.00)	.00	.00
101-41935-133 PLANNING INS DEDUCTIBLE CONTRI	2,400.00	2,400.00	1,200.00	(1,200.00)	50.00	2,318.60
101-41935-151 WORKERS' COMPENSATION PREMIU	1,200.00	1,200.00	174.42	(1,025.58)	14.54	556.38
101-41935-154 HRA/FLEX FEES	250.00	250.00	52.75	(197.25)	21.10	146.75
TOTAL PERSONAL SERVICES	235,863.00	235,863.00	62,020.54	(173,842.46)	26.30	219,535.99
<i>SUPPLIES</i>						
101-41935-201 OFFICE SUPPLIES	800.00	1,300.00	925.32	(374.68)	71.18	1,732.10
101-41935-209 SOFTWARE UPDATES	2,500.00	2,500.00	808.00	(1,692.00)	32.32	2,073.46
101-41935-210 MISCELLANEOUS OPER SUPPLIES	200.00	200.00	.00	(200.00)	.00	.00
101-41935-212 GASOLINE/FUEL/LUBRICANTS/ADDIT	300.00	250.00	.00	(250.00)	.00	198.19
101-41935-221 REPAIRS & MAINT SUPP-VEH/EQUIP	300.00	350.00	322.00	(28.00)	92.00	1,128.81
101-41935-240 SMALL TOOLS & MINOR EQUIPMENT	9,500.00	9,000.00	.00	(9,000.00)	.00	6,561.67
TOTAL SUPPLIES	13,600.00	13,600.00	2,055.32	(11,544.68)	15.11	11,694.23
<i>OTHER CHARGES & SERVICES</i>						
101-41935-301 PLANNING SPECIAL PROJECTS	2,500.00	2,500.00	.00	(2,500.00)	.00	.00
101-41935-304 MISC PROFESSIONAL FEES	2,500.00	2,500.00	.00	(2,500.00)	.00	225.00
101-41935-313 IT MGMT & BACKUP	3,000.00	3,000.00	1,332.60	(1,667.40)	44.42	2,709.72
101-41935-331 TRAVEL/MEALS/LODGING	600.00	600.00	12.00	(588.00)	2.00	397.28
101-41935-334 MILEAGE REIMBURSEMENT	250.00	250.00	.00	(250.00)	.00	82.24
101-41935-351 LEGAL NOTICE/ORD PUBLISH	750.00	750.00	33.50	(716.50)	4.47	810.00
101-41935-360 INSURANCE AND BONDS	11,500.00	11,500.00	.00	(11,500.00)	.00	9,207.91
TOTAL OTHER CHARGES & SERVIC	21,100.00	21,100.00	1,378.10	(19,721.90)	6.53	13,432.15
<i>MISCELLANEOUS</i>						
101-41935-404 REPAIRS & MAINT LABOR VEH/EQUI	200.00	200.00	.00	(200.00)	.00	.00
101-41935-409 MAINT CONTRACTS-OFFICE EQUIP	5,100.00	5,100.00	2,990.00	(2,110.00)	58.63	2,990.00
101-41935-430 MISCELLANEOUS	800.00	800.00	(4,645.14)	(5,445.14)	(580.64)	(13,399.60)
101-41935-431 PROPERTY SECURING EXP	.00	.00	4,437.30	4,437.30	.00	14,171.59
101-41935-433 DUES AND SUBSCRIPTIONS	900.00	900.00	450.00	(450.00)	50.00	924.00
101-41935-440 SCHOOL AND MEETINGS	1,500.00	1,500.00	190.00	(1,310.00)	12.67	1,035.55
101-41935-489 OTHER CONTRACTED SERVICES	1,000.00	1,000.00	.00	(1,000.00)	.00	600.00
TOTAL MISCELLANEOUS	9,500.00	9,500.00	3,422.16	(6,077.84)	36.02	6,321.54
TOTAL PLANNING	280,063.00	280,063.00	68,876.12	(211,186.88)	24.59	250,983.91

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
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FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
NEW CITY HALL BUILDING						
<i>PERSONAL SERVICES</i>						
101-41950-101 FULL-TIME EMPLOYEES - REGULAR	27,383.00	27,383.00	7,484.40	(19,898.60)	27.33	27,545.37
101-41950-102 FULL-TIME EMPLOYEES - OVERTIME	1,000.00	1,000.00	.00	(1,000.00)	.00	.00
101-41950-121 PERA (EMPLOYER)	2,163.00	2,163.00	561.33	(1,601.67)	25.95	2,042.13
101-41950-122 FICA/MEDICARE (EMPLOYER)	2,207.00	2,207.00	551.95	(1,655.05)	25.01	2,030.35
101-41950-131 MEDICAL/DENTAL/LIFE	8,660.00	8,660.00	2,822.91	(5,837.09)	32.60	8,248.44
101-41950-132 LONGEVITY PAY	462.00	462.00	.00	(462.00)	.00	.00
101-41950-133 DEDUCTIBLE CONTRIBUTION	600.00	600.00	.00	(600.00)	.00	.00
101-41950-151 WORKERS' COMPENSATION PREMIU	1,584.00	1,584.00	356.92	(1,227.08)	22.53	946.14
101-41950-154 HRA/FLEX FEES	100.00	100.00	13.20	(86.80)	13.20	36.70
TOTAL PERSONAL SERVICES	44,159.00	44,159.00	11,790.71	(32,368.29)	26.70	40,849.13
<i>SUPPLIES</i>						
101-41950-212 GASOLINE/FUEL	200.00	200.00	.00	(200.00)	.00	.00
101-41950-215 MAINTENANCE SUPPLIES	13,000.00	12,800.00	1,596.36	(11,203.64)	12.47	5,626.95
101-41950-240 SMALL TOOLS & EQUIPMENT	1,600.00	1,800.00	1,790.20	(9.80)	99.46	502.07
TOTAL SUPPLIES	14,800.00	14,800.00	3,386.56	(11,413.44)	22.88	6,129.02
<i>OTHER SERVICES AND CHARGES</i>						
101-41950-321 TELEPHONE/CELLULAR PHONES	18,000.00	18,000.00	2,494.34	(15,505.66)	13.86	18,645.21
101-41950-360 INSURANCE AND BONDS	3,000.00	3,000.00	.00	(3,000.00)	.00	1,783.83
101-41950-381 ELECTRIC UTILITIES	12,000.00	12,000.00	1,492.91	(10,507.09)	12.44	10,861.42
101-41950-382 WATER/WASTEWATER UTILITIES	3,000.00	3,000.00	572.17	(2,427.83)	19.07	3,722.99
101-41950-383 GAS UTILITIES	7,000.00	7,000.00	1,458.68	(5,541.32)	20.84	7,280.40
101-41950-384 REFUSE HAULING	700.00	700.00	.00	(700.00)	.00	.00
TOTAL OTHER SERVICES AND CHA	43,700.00	43,700.00	6,018.10	(37,681.90)	13.77	42,293.85
<i>MISCELLANEOUS</i>						
101-41950-401 REPAIRS & MAINT LABOR - BLDGS	35,000.00	35,000.00	1,991.00	(33,009.00)	5.69	64,782.82
101-41950-409 MAINT CONTRACTS - OFFICE EQUIP	4,800.00	4,800.00	3,828.00	(972.00)	79.75	4,283.00
101-41950-413 RENTALS - OFFICE EQUIPMENT	14,000.00	14,000.00	2,541.23	(11,458.77)	18.15	8,110.25
101-41950-430 MISCELLANEOUS	500.00	500.00	78.30	(421.70)	15.66	185.10
TOTAL MISCELLANEOUS	54,300.00	54,300.00	8,438.53	(45,861.47)	15.54	77,361.17
TOTAL NEW CITY HALL BUILDING	156,959.00	156,959.00	29,633.90	(127,325.10)	18.88	166,633.17

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
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FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
POLICE DEPARTMENT						
<i>PERSONAL SERVICES</i>						
101-42100-101	1,164,727.00	1,164,727.00	314,105.11	(850,621.89)	26.97	1,106,441.07
101-42100-102	70,000.00	70,000.00	21,024.00	(48,976.00)	30.03	57,183.34
101-42100-103	37,956.00	37,956.00	8,607.89	(29,348.11)	22.68	31,531.91
101-42100-104	20,000.00	20,000.00	3,296.38	(16,703.62)	16.48	9,112.02
101-42100-110	30,000.00	30,000.00	11,356.28	(18,643.72)	37.85	24,677.05
101-42100-116	.00	.00	.00	.00	.00	9,152.46
101-42100-117	9,636.00	9,636.00	2,917.25	(6,718.75)	30.27	7,891.96
101-42100-121	230,928.00	230,928.00	60,845.36	(170,082.64)	26.35	200,638.32
101-42100-122	25,658.00	25,658.00	6,598.80	(19,059.20)	25.72	22,805.99
101-42100-131	297,801.00	297,801.00	96,520.56	(201,280.44)	32.41	276,800.52
101-42100-132	37,560.00	37,560.00	.00	(37,560.00)	.00	.00
101-42100-133	19,200.00	19,200.00	1,217.16	(17,982.84)	6.34	13,859.09
101-42100-151	65,894.00	65,894.00	11,994.92	(53,899.08)	18.20	34,266.61
101-42100-154	1,500.00	1,500.00	421.80	(1,078.20)	28.12	1,150.45
TOTAL PERSONAL SERVICES	2,010,860.00	2,010,860.00	538,905.51	(1,471,954.49)	26.80	1,795,310.79
<i>SUPPLIES</i>						
101-42100-201	3,300.00	3,300.00	953.52	(2,346.48)	28.89	1,100.70
101-42100-202	1,500.00	1,500.00	178.67	(1,321.33)	11.91	856.08
101-42100-209	7,800.00	7,800.00	.00	(7,800.00)	.00	478.00
101-42100-210	5,500.00	5,500.00	485.76	(5,014.24)	8.83	2,546.35
101-42100-212	40,000.00	40,000.00	5,932.08	(34,067.92)	14.83	40,337.67
101-42100-213	5,500.00	5,500.00	.00	(5,500.00)	.00	4,778.55
101-42100-214	5,000.00	5,000.00	318.09	(4,681.91)	6.36	3,049.27
101-42100-217	4,000.00	4,000.00	1,816.27	(2,183.73)	45.41	3,627.84
101-42100-221	18,500.00	18,500.00	4,508.16	(13,991.84)	24.37	12,451.61
101-42100-231	21,000.00	21,000.00	4,566.80	(16,433.20)	21.75	10,228.14
101-42100-232	2,000.00	2,000.00	.00	(2,000.00)	.00	1,333.93
101-42100-240	18,000.00	18,000.00	1,143.51	(16,856.49)	6.35	12,939.36
TOTAL SUPPLIES	132,100.00	132,100.00	19,902.86	(112,197.14)	15.07	93,727.50
<i>OTHER SERVICES AND CHARGES</i>						
101-42100-304	15,000.00	15,000.00	50.00	(14,950.00)	.33	3,047.62
101-42100-313	13,000.00	13,000.00	5,996.40	(7,003.60)	46.13	12,193.08
101-42100-321	14,500.00	14,400.00	3,051.97	(11,348.03)	21.19	12,837.11
101-42100-322	300.00	300.00	.00	(300.00)	.00	599.55
101-42100-331	3,000.00	3,000.00	448.41	(2,551.59)	14.95	1,216.41
101-42100-334	200.00	300.00	256.48	(43.52)	85.49	467.36
101-42100-340	100.00	100.00	.00	(100.00)	.00	.00
101-42100-360	37,000.00	37,000.00	.00	(37,000.00)	.00	49,761.18
101-42100-381	6,100.00	6,100.00	767.78	(5,332.22)	12.59	5,585.88
101-42100-383	3,500.00	3,500.00	718.45	(2,781.55)	20.53	3,585.89
TOTAL OTHER SERVICES AND CHA	92,700.00	92,700.00	11,289.49	(81,410.51)	12.18	89,294.08

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>MISCELLANEOUS</i>						
101-42100-404 REPAIR & MAINT LABOR - VEH/EQ	10,000.00	10,000.00	838.66	(9,161.34)	8.39	5,224.03
101-42100-409 MAINT CONTRACTS - EQUIPMENT	21,500.00	21,500.00	16,630.47	(4,869.53)	77.35	25,310.18
101-42100-410 POLICE RESERVE ACTIVITY	1,000.00	1,000.00	.00	(1,000.00)	.00	150.00
101-42100-411 POLICE-AUTO PAWN SERVICE	2,700.00	2,700.00	2,421.60	(278.40)	89.69	1,750.50
101-42100-433 DUES AND SUBSCRIPTIONS	6,700.00	6,700.00	4,402.00	(2,298.00)	65.70	10,757.05
101-42100-440 SCHOOLS AND MEETINGS	14,000.00	14,000.00	7,397.00	(6,603.00)	52.84	11,768.00
101-42100-489 OTHER CONTRACTED SERVICES	1,400.00	1,400.00	.00	(1,400.00)	.00	.00
<i>TOTAL MISCELLANEOUS</i>	<u>57,300.00</u>	<u>57,300.00</u>	<u>31,689.73</u>	<u>(25,610.27)</u>	<u>55.30</u>	<u>54,959.76</u>
TOTAL POLICE DEPARTMENT	<u>2,292,960.00</u>	<u>2,292,960.00</u>	<u>601,787.59</u>	<u>(1,691,172.41)</u>	<u>26.25</u>	<u>2,033,292.13</u>

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
FIRE DEPARTMENT						
<i>PERSONAL SERVICES</i>						
101-42200-101 FULL-TIME EMPLOYEES - REGULAR	86,549.00	86,549.00	23,592.81	(62,956.19)	27.26	83,291.35
101-42200-103 PART-TIME EMPLOYEES - REGULAR	47,000.00	47,000.00	9,382.00	(37,618.00)	19.96	46,944.00
101-42200-121 PERA (EMPLOYER)	15,536.00	15,536.00	4,175.92	(11,360.08)	26.88	14,054.93
101-42200-122 FICA/MEDICARE (EMPLOYER)	6,715.00	6,715.00	1,049.84	(5,665.16)	15.63	4,759.66
101-42200-131 MEDICAL/DENTAL/LIFE INS	17,423.00	17,423.00	5,649.90	(11,773.10)	32.43	16,524.80
101-42200-132 FIRE LONGEVITY PAY	1,226.00	1,226.00	.00	(1,226.00)	.00	.00
101-42200-133 DEDUCTIBLE CONTRIBUTION	1,200.00	1,200.00	58.33	(1,141.67)	4.86	734.58
101-42200-151 WORKERS' COMPENSATION PREMIU	39,664.00	39,664.00	8,800.17	(30,863.83)	22.19	25,492.06
101-42200-154 HRA/FLEX FEES	150.00	150.00	26.35	(123.65)	17.57	73.35
TOTAL PERSONAL SERVICES	215,463.00	215,463.00	52,735.32	(162,727.68)	24.48	191,874.73
<i>SUPPLIES</i>						
101-42200-201 OFFICE SUPPLIES - ACCESSORIES	250.00	250.00	.00	(250.00)	.00	45.90
101-42200-204 STATIONARY, FORMS AND ENVELOP	100.00	100.00	.00	(100.00)	.00	.00
101-42200-210 MISCELLANEOUS OPER SUPPLIES	9,500.00	9,500.00	505.23	(8,994.77)	5.32	4,667.68
101-42200-212 GASOLINE/FUEL/LUB/ADDITIVES	6,300.00	5,000.00	814.10	(4,185.90)	16.28	5,811.14
101-42200-215 SHOP MAINTENANCE SUPPLIES	200.00	200.00	.00	(200.00)	.00	.00
101-42200-221 REPAIR & MAINT SUPP - VEH/EQ	15,000.00	15,000.00	3,624.46	(11,375.54)	24.16	14,932.20
101-42200-223 REPAIR & MAINT SUPP - BLDGS	1,500.00	1,500.00	285.00	(1,215.00)	19.00	541.20
101-42200-231 UNIFORM ALLOWANCE	11,000.00	13,500.00	13,113.95	(386.05)	97.14	4,483.92
101-42200-232 UNIFORM ALLOWANCE GRANT FUND	.00	.00	.00	.00	.00	1,182.50
101-42200-240 FIRE DEPT SMALL TOOLS	7,000.00	5,800.00	1,099.98	(4,700.02)	18.97	10,191.43
TOTAL SUPPLIES	50,850.00	50,850.00	19,442.72	(31,407.28)	38.24	41,855.97
<i>OTHER SERVICES AND CHARGES</i>						
101-42200-304 MISC PROFESSIONAL SERVICES	12,000.00	12,000.00	3,823.00	(8,177.00)	31.86	13,712.75
101-42200-307 CITY FUNDED PENSION CONTRIB	10,000.00	10,000.00	.00	(10,000.00)	.00	10,000.00
101-42200-313 IT MGMT & BACKUP	2,800.00	2,800.00	1,332.60	(1,467.40)	47.59	2,709.72
101-42200-321 TELEPHONE/CELLULAR PHONES	1,400.00	1,400.00	421.52	(978.48)	30.11	1,682.66
101-42200-331 TRAVEL/MEALS/LODGING	1,000.00	1,000.00	.00	(1,000.00)	.00	1,642.83
101-42200-334 MILEAGE REIMBURSEMENT	300.00	300.00	.00	(300.00)	.00	.00
101-42200-340 ADVERTISING	250.00	250.00	216.00	(34.00)	86.40	.00
101-42200-360 INSURANCE AND BONDS	9,000.00	9,000.00	.00	(9,000.00)	.00	6,014.41
101-42200-381 ELECTRIC UTILITIES	16,000.00	16,000.00	2,105.17	(13,894.83)	13.16	15,058.01
101-42200-382 WATER/WASTEWATER UTILITIES	500.00	500.00	44.79	(455.21)	8.96	360.76
101-42200-383 GAS UTILITIES	5,000.00	5,000.00	1,036.63	(3,963.37)	20.73	3,466.72
TOTAL OTHER SERVICES AND CHA	58,250.00	58,250.00	8,979.71	(49,270.29)	15.42	54,647.86

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
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FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>MISCELLANEOUS</i>						
101-42200-401 REPAIR & MAINT LABOR - BLDGS	1,500.00	1,500.00	.00	(1,500.00)	.00	.00
101-42200-404 REPAIR & MAINT LABOR - VEH/EQ	1,000.00	1,000.00	.00	(1,000.00)	.00	698.00
101-42200-430 MISCELLANEOUS	.00	.00	.00	.00	.00	50.00
101-42200-433 DUES AND SUBSCRIPTIONS	1,700.00	1,700.00	915.00	(785.00)	53.82	1,647.00
101-42200-440 SCHOOLS AND MEETINGS	7,000.00	6,055.00	174.90	(5,880.10)	2.89	908.00
101-42200-441 GRANT FUNDED SCHOOLS	.00	945.00	945.00	.00	100.00	6,817.04
<i>TOTAL MISCELLANEOUS</i>	<u>11,200.00</u>	<u>11,200.00</u>	<u>2,034.90</u>	<u>(9,165.10)</u>	<u>18.17</u>	<u>10,120.04</u>
TOTAL FIRE DEPARTMENT	<u><u>335,763.00</u></u>	<u><u>335,763.00</u></u>	<u><u>83,192.65</u></u>	<u><u>(252,570.35)</u></u>	<u><u>24.78</u></u>	<u><u>298,498.60</u></u>

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
EMERGENCY MANAGEMENT						
<i>SUPPLIES</i>						
101-42300-201 OFFICE SUPPLIES	100.00	.00	.00	.00	.00	36.98
101-42300-210 MISCELLANEOUS OPER SUPPLIES	500.00	200.00	.00	(200.00)	.00	514.90
101-42300-240 SMALL TOOLS AND MINOR EQUIP	1,500.00	747.00	477.99	(269.01)	63.99	2,814.80
<i>TOTAL SUPPLIES</i>	2,100.00	947.00	477.99	(469.01)	50.47	3,366.68
<i>OTHER SERVICES AND CHARGES</i>						
101-42300-304 MISC PROF SERVICES	500.00	.00	.00	.00	.00	.00
101-42300-331 TRAVEL/MEALS/LODGING	300.00	.00	.00	.00	.00	70.50
<i>TOTAL OTHER SERVICES AND CHA</i>	800.00	.00	.00	.00	.00	70.50
<i>MISCELLANEOUS</i>						
101-42300-433 DUES AND SUBSCRIPTIONS	.00	.00	.00	.00	.00	200.00
101-42300-440 SCHOOLS AND MEETINGS	500.00	200.00	.00	(200.00)	.00	.00
101-42300-489 OTHER CONTRACTED SERVICES	1,500.00	1,753.00	1,753.00	.00	100.00	746.00
<i>TOTAL MISCELLANEOUS</i>	2,000.00	1,953.00	1,753.00	(200.00)	89.76	946.00
<i>FUNCTION 9</i>						
101-42300-999 COVID 19 EMERGENCY MANAGEMEN	.00	2,000.00	666.84	(1,333.16)	33.34	.00
<i>TOTAL FUNCTION 9</i>	.00	2,000.00	666.84	(1,333.16)	33.34	.00
TOTAL EMERGENCY MANAGEMENT	4,900.00	4,900.00	2,897.83	(2,002.17)	59.14	4,383.18

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>ANIMAL CONTROL</u>						
<i>OTHER SERVICES & CHARGES</i>						
101-42700-310 ANIMAL CONTROL SERVICES	5,500.00	5,500.00	1,200.00	(4,300.00)	21.82	4,800.00
<i>TOTAL OTHER SERVICES & CHARG</i>	5,500.00	5,500.00	1,200.00	(4,300.00)	21.82	4,800.00
TOTAL ANIMAL CONTROL	5,500.00	5,500.00	1,200.00	(4,300.00)	21.82	4,800.00

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
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FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
STREETS						
<i>PERSONAL SERVICES</i>						
101-43001-101 FULL-TIME EMPLOYEES - REGULAR	595,719.00	595,719.00	174,608.02	(421,110.98)	29.31	612,551.94
101-43001-102 FULL-TIME EMPLOYEES - OVERTIME	4,650.00	4,650.00	694.70	(3,955.30)	14.94	1,777.20
101-43001-104 TEMP/SEAS EMPLOYEES REGULAR	16,448.00	16,448.00	.00	(16,448.00)	.00	18,000.29
101-43001-110 HOURS WORKED HOLIDAY	2,300.00	2,300.00	.00	(2,300.00)	.00	.00
101-43001-111 OVERTIME-SNOWPLOWING	47,700.00	47,700.00	15,321.96	(32,378.04)	32.12	56,741.44
101-43001-112 OVERTIME MOSQUITO SPRAYING	2,000.00	2,000.00	.00	(2,000.00)	.00	1,126.34
101-43001-121 PERA (EMPLOYER)	50,505.00	50,505.00	14,275.99	(36,229.01)	28.27	50,693.79
101-43001-122 FICA/MEDICARE (EMPLOYER)	52,772.00	52,772.00	14,130.66	(38,641.34)	26.78	51,491.96
101-43001-131 MEDICAL/DENTAL/LIFE (EMPLOYER)	150,999.00	150,999.00	54,375.03	(96,623.97)	36.01	151,649.16
101-43001-132 STREETS LONGEVITY PAY	26,171.00	26,171.00	.00	(26,171.00)	.00	.00
101-43001-133 STREETS INS DEDUCTIBLE CONTRIB.	10,400.00	10,400.00	803.68	(9,596.32)	7.73	6,168.87
101-43001-151 WORKERS' COMPENSATION PREMIU	66,815.00	66,815.00	9,567.58	(57,247.42)	14.32	31,861.37
101-43001-154 HRA/FLEX FEES	700.00	700.00	241.69	(458.31)	34.53	673.91
TOTAL PERSONAL SERVICES	1,027,179.00	1,027,179.00	284,019.31	(743,159.69)	27.65	982,736.27
<i>SUPPLIES</i>						
101-43001-201 OFFICE SUPPLIES-ACCESSORIES	1,500.00	1,500.00	592.93	(907.07)	39.53	784.46
101-43001-202 DUPLICATING AND COPYING SUPPLI	200.00	200.00	.00	(200.00)	.00	50.49
101-43001-204 STATIONERY, FORMS & ENVELOPES	200.00	200.00	.00	(200.00)	.00	.00
101-43001-209 SOFTWARE UPDATES	750.00	750.00	323.50	(426.50)	43.13	323.50
101-43001-210 MISCELLANEOUS OPER SUPPLIES	10,000.00	10,000.00	2,951.87	(7,048.13)	29.52	10,463.26
101-43001-212 GASOLINE/FUEL/LUB/ADDITIVES	38,000.00	34,000.00	11,005.18	(22,994.82)	32.37	48,791.05
101-43001-215 SHOP MAINTENANCE SUPPLIES	1,000.00	1,000.00	85.84	(914.16)	8.58	1,068.57
101-43001-219 SNOW REMOVAL MATERIALS	65,000.00	65,000.00	52,289.57	(12,710.43)	80.45	78,657.57
101-43001-221 REPAIR & MAINT SUPP-VEH/EQ	55,000.00	71,000.00	46,398.62	(24,601.38)	65.35	76,046.39
101-43001-224 REPAIR & MAINT-INFRASTRUCTURE	12,000.00	12,000.00	.00	(12,000.00)	.00	11,377.20
101-43001-226 SIGNS	5,000.00	5,000.00	483.43	(4,516.57)	9.67	5,515.51
101-43001-240 SMALL TOOLS AND MINOR EQUIP	11,000.00	11,000.00	2,037.83	(8,962.17)	18.53	14,043.97
TOTAL SUPPLIES	199,650.00	211,650.00	116,168.77	(95,481.23)	54.89	247,121.97
<i>OTHER SERVICES AND CHARGES</i>						
101-43001-304 MISC PROFESSIONAL FEES	3,500.00	3,500.00	.00	(3,500.00)	.00	3,268.20
101-43001-313 IT MGMT & BACKUP	3,000.00	3,000.00	1,332.60	(1,667.40)	44.42	2,709.72
101-43001-321 TELEPHONE/CELLULAR PHONES	13,500.00	11,500.00	762.63	(10,737.37)	6.63	6,184.10
101-43001-331 TRAVEL/MEALS/LODGING	500.00	250.00	12.00	(238.00)	4.80	.00
101-43001-334 MILEAGE REIMBURSEMENT	400.00	200.00	.00	(200.00)	.00	58.00
101-43001-340 ADVERTISING	400.00	300.00	.00	(300.00)	.00	.00
101-43001-360 INSURANCE AND BONDS	16,000.00	16,000.00	.00	(16,000.00)	.00	14,793.53
101-43001-381 ELECTRIC UTILITIES	6,000.00	6,000.00	1,286.76	(4,713.24)	21.45	7,124.88
101-43001-382 WATER/WASTEWATER UTILITIES	3,000.00	3,000.00	523.50	(2,476.50)	17.45	2,586.45
101-43001-383 GAS UTILITIES	11,000.00	11,000.00	4,206.72	(6,793.28)	38.24	12,179.82
101-43001-384 REFUSE HAULING	4,000.00	4,000.00	580.28	(3,419.72)	14.51	2,450.67
TOTAL OTHER SERVICES AND CHA	61,300.00	58,750.00	8,704.49	(50,045.51)	14.82	51,355.37

CITY OF CAMBRIDGE
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FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>MISCELLANEOUS</i>						
101-43001-401 REPAIR & MAINT LABOR-BLDGS	1,000.00	500.00	.00	(500.00)	.00	200.00
101-43001-404 REPAIR & MAINT LABOR-VEH/EQ	3,000.00	3,500.00	3,405.00	(95.00)	97.29	4,200.33
101-43001-405 EMERG MGMT REP & MAINT	500.00	500.00	.00	(500.00)	.00	.00
101-43001-406 PAINTING AND STRIPING	18,000.00	16,000.00	.00	(16,000.00)	.00	23,890.86
101-43001-407 BRIDGE REPAIR	3,000.00	3,000.00	.00	(3,000.00)	.00	26,000.00
101-43001-408 SIDEWALK REPAIRS	.00	.00	.00	.00	.00	10,805.12
101-43001-413 BNSF PARKING LEASE	3,000.00	3,100.00	3,096.14	(3.86)	99.88	3,005.96
101-43001-414 EQUIPMENT RENTAL	.00	3,750.00	3,750.00	.00	100.00	750.00
101-43001-417 RENTALS - UNIFORMS	8,000.00	8,000.00	2,036.50	(5,963.50)	25.46	8,289.38
101-43001-430 MISCELLANEOUS	3,500.00	200.00	.00	(200.00)	.00	.00
101-43001-433 DUES AND SUBSCRIPTIONS	1,200.00	1,200.00	435.55	(764.45)	36.30	732.20
101-43001-440 SCHOOLS AND MEETINGS	1,500.00	1,500.00	590.00	(910.00)	39.33	321.00
101-43001-443 CITY GARDEN/FLOWER OPER EXP	2,000.00	2,000.00	.00	(2,000.00)	.00	754.09
101-43001-444 INSECT CONTROL	7,000.00	7,000.00	.00	(7,000.00)	.00	6,251.37
101-43001-445 DISEASED TREE PROGRAM	15,000.00	10,000.00	.00	(10,000.00)	.00	10,000.00
101-43001-446 WEED CONTROL	4,000.00	4,000.00	.00	(4,000.00)	.00	3,348.94
101-43001-447 DOWNTOWN DECORATIONS	10,000.00	7,000.00	230.00	(6,770.00)	3.29	3,795.25
101-43001-451 TOWNSHIP PVMT ASSMT & SHARED	.00	.00	.00	.00	.00	1,648.12
101-43001-452 STREET LT REPLMT & SIGNAL PAIN	.00	.00	.00	.00	.00	136,570.00
101-43001-489 OTHER CONTRACTED SERVICES	12,000.00	12,000.00	5,906.14	(6,093.86)	49.22	29,956.88
TOTAL MISCELLANEOUS	92,700.00	83,250.00	19,449.33	(63,800.67)	23.36	270,519.50
TOTAL STREETS	1,380,829.00	1,380,829.00	428,341.90	(952,487.10)	31.02	1,551,733.11

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
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FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
PARKS & RECREATION						
<i>PERSONAL SERVICES</i>						
101-45200-101 FULL-TIME EMPLOYEES - REGULAR	126,422.00	126,422.00	19,442.72	(106,979.28)	15.38	98,709.77
101-45200-102 FULL-TIME EMPLOYEES - OVERTIME	2,000.00	2,000.00	1.12	(1,998.88)	.06	399.06
101-45200-104 TEMP/SEAS EMPLOYEES - REGULAR	43,024.00	43,024.00	2,138.90	(40,885.10)	4.97	21,137.84
101-45200-112 PARKS & REC COMM STIPENDS	3,000.00	3,000.00	210.00	(2,790.00)	7.00	945.00
101-45200-121 PERA (EMPLOYER)	10,586.00	10,586.00	1,458.28	(9,127.72)	13.78	7,346.67
101-45200-122 FICA/MEDICARE (EMPLOYER)	13,544.00	13,544.00	1,605.05	(11,938.95)	11.85	9,114.63
101-45200-131 MEDICAL/DENTAL/LIFE	34,873.00	34,873.00	5,859.30	(29,013.70)	16.80	24,410.52
101-45200-132 PARKS LONGEVITY PAY	2,606.00	2,606.00	.00	(2,606.00)	.00	.00
101-45200-133 PARKS INSUR DEDUCTIBLE CONTRIB	2,400.00	2,400.00	.00	(2,400.00)	.00	2,400.00
101-45200-151 WORKERS' COMPENSATION PREMIU	9,629.00	9,629.00	1,358.30	(8,270.70)	14.11	4,512.12
101-45200-154 HRA/FLEX FEES	200.00	200.00	39.36	(160.64)	19.68	108.39
TOTAL PERSONAL SERVICES	248,284.00	248,284.00	32,113.03	(216,170.97)	12.93	169,084.00
<i>SUPPLIES</i>						
101-45200-210 MISCELLANEOUS OPER SUPPLIES	8,000.00	8,000.00	306.29	(7,693.71)	3.83	6,127.81
101-45200-212 GASOLINE/FUEL/LUB/ADDITIVES	7,000.00	7,000.00	2,309.87	(4,690.13)	33.00	12,544.89
101-45200-221 REPAIR & MAINT SUPP - VEH/EQ	11,500.00	11,500.00	1,321.66	(10,178.34)	11.49	6,155.98
101-45200-223 REPAIR & MAINT SUPP - BLDG/INF	12,000.00	12,000.00	88.57	(11,911.43)	.74	17,458.49
101-45200-226 SIGNS	1,000.00	1,000.00	.00	(1,000.00)	.00	.00
101-45200-230 MASTER GARDENERS SUPPLIES	2,000.00	2,000.00	.00	(2,000.00)	.00	661.00
101-45200-240 SMALL TOOLS & MINOR EQUIP	1,500.00	1,500.00	465.93	(1,034.07)	31.06	1,806.05
TOTAL SUPPLIES	43,000.00	43,000.00	4,492.32	(38,507.68)	10.45	44,754.22
<i>OTHER SERVICES AND CHARGES</i>						
101-45200-304 PROFESSIONAL SERV-PARK STUDY	500.00	500.00	.00	(500.00)	.00	200.00
101-45200-305 PARK CONTRACTED SERVICES	500.00	500.00	.00	(500.00)	.00	1,796.98
101-45200-306 PARK & REC COMM ACTIVITY	.00	.00	.00	.00	.00	599.00
101-45200-321 TELEPHONE/CELLULAR PHONES	1,000.00	1,000.00	131.54	(868.46)	13.15	900.00
101-45200-340 ADVERTISING	200.00	200.00	.00	(200.00)	.00	.00
101-45200-351 LEGAL NOTICES/ORD PUBLISHING	200.00	200.00	.00	(200.00)	.00	20.00
101-45200-360 INSURANCE AND BONDS	24,500.00	24,500.00	.00	(24,500.00)	.00	22,543.36
101-45200-381 ELECTRIC UTILITIES	87,000.00	87,000.00	16,061.71	(70,938.29)	18.46	62,947.04
101-45200-382 WATER/WASTEWATER UTILITIES	4,500.00	4,500.00	678.68	(3,821.32)	15.08	12,221.75
101-45200-383 GAS UTILITIES	6,000.00	6,000.00	.00	(6,000.00)	.00	1,824.17
TOTAL OTHER SERVICES AND CHA	124,400.00	124,400.00	16,871.93	(107,528.07)	13.56	103,052.30

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>MISCELLANEOUS</i>						
101-45200-401 REPAIR & MAINT LABOR - BLDGS	7,000.00	6,860.00	315.00	(6,545.00)	4.59	5,429.05
101-45200-415 RENTALS - OTHER EQUIPMENT	8,000.00	8,000.00	180.00	(7,820.00)	2.25	5,309.20
101-45200-417 RENTALS - UNIFORMS	700.00	700.00	223.21	(476.79)	31.89	741.07
101-45200-440 SCHOOLS AND MEETINGS	.00	140.00	140.00	.00	100.00	38.00
101-45200-445 WEED CONTROL AND FERTILIZER	15,000.00	15,000.00	.00	(15,000.00)	.00	9,386.49
101-45200-488 LIBRARY EXPENSES	.00	.00	.00	.00	.00	24,312.06
101-45200-495 SKI TRAIL MAINTENANCE AGREEMEN	4,500.00	4,500.00	.00	(4,500.00)	.00	4,012.50
101-45200-496 PARKS ARTS & PROGRAMMING	20,000.00	20,000.00	4,084.52	(15,915.48)	20.42	16,899.12
<i>TOTAL MISCELLANEOUS</i>	55,200.00	55,200.00	4,942.73	(50,257.27)	8.95	66,127.49
TOTAL PARKS & RECREATION	470,884.00	470,884.00	58,420.01	(412,463.99)	12.41	383,018.01

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
LIBRARY						
<i>SUPPLIES</i>						
101-45400-210 MISCELLANEOUS OPER SUPPLIES	500.00	500.00	.00	(500.00)	.00	.00
101-45400-223 REPAIR & MAINT SUPP - BLDG/INF	5,000.00	5,000.00	.00	(5,000.00)	.00	.00
101-45400-240 SMALL TOOLS & MINOR EQUIP	1,000.00	1,000.00	.00	(1,000.00)	.00	.00
<i>TOTAL SUPPLIES</i>	<u>6,500.00</u>	<u>6,500.00</u>	<u>.00</u>	<u>(6,500.00)</u>	<u>.00</u>	<u>.00</u>
<i>OTHER SERVICES AND CHARGES</i>						
101-45400-360 INSURANCE AND BONDS	1,500.00	1,500.00	.00	(1,500.00)	.00	.00
101-45400-381 ELECTRIC UTILITIES	28,000.00	26,000.00	4,456.34	(21,543.66)	17.14	.00
101-45400-382 WATER/WASTEWATER UTILITIES	3,600.00	3,600.00	.00	(3,600.00)	.00	.00
101-45400-383 GAS UTILITIES	.00	2,000.00	675.92	(1,324.08)	33.80	.00
<i>TOTAL OTHER SERVICES AND CHA</i>	<u>33,100.00</u>	<u>33,100.00</u>	<u>5,132.26</u>	<u>(27,967.74)</u>	<u>15.51</u>	<u>.00</u>
<i>MISCELLANEOUS</i>						
101-45400-401 REPAIR & MAINT LABOR - BLDGS	500.00	500.00	.00	(500.00)	.00	.00
101-45400-430 MISCELLANEOUS	500.00	500.00	.00	(500.00)	.00	.00
<i>TOTAL MISCELLANEOUS</i>	<u>1,000.00</u>	<u>1,000.00</u>	<u>.00</u>	<u>(1,000.00)</u>	<u>.00</u>	<u>.00</u>
TOTAL LIBRARY	<u><u>40,600.00</u></u>	<u><u>40,600.00</u></u>	<u><u>5,132.26</u></u>	<u><u>(35,467.74)</u></u>	<u><u>12.64</u></u>	<u><u>.00</u></u>

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>TRANSFERS OUT</u>							
<i>TRANSFERS</i>							
101-49300-720	TRANSFERS OUT - OPER TRANSFER	1,206,954.00	1,206,954.00	.00	(1,206,954.00)	.00	1,214,059.00
	<i>TOTAL TRANSFERS</i>	1,206,954.00	1,206,954.00	.00	(1,206,954.00)	.00	1,214,059.00
	TOTAL TRANSFERS OUT	1,206,954.00	1,206,954.00	.00	(1,206,954.00)	.00	1,214,059.00

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 101 - GENERAL FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	7,339,580.00	7,339,580.00	1,594,843.03			7,085,940.94
NET REVENUES OVER EXPENDITURE	.00	.00	(1,344,753.82)			82,147.48

CITY OF CAMBRIDGE
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 211 - AIRPORT OPERATING FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
REVENUE						
CHARGES FOR SERVICES	68,000.00	68,000.00	24,571.05	43,428.95	36.13	102,598.38.
OTHER	200.00	200.00	.00	200.00	.00	1,276.32
TOTAL FUND REVENUE	68,200.00	68,200.00	24,571.05	43,628.95	36.03	103,874.70
EXPENDITURES						
AIRPORT OPERATING						
AIRPORT OPERATING	65,950.00	65,950.00	14,262.46	51,687.54	21.63	82,876.34
TRANSFERS OUT	2,250.00	2,250.00	.00	2,250.00	.00	30,000.00
TOTAL AIRPORT OPERATING	68,200.00	68,200.00	14,262.46	53,937.54	20.91	112,876.34
TOTAL FUND EXPENDITURES	68,200.00	68,200.00	14,262.46	53,937.54	20.91	112,876.34
NET REVENUE OVER EXPENDITURES	.00	.00	10,308.59	(10,308.59)		(9,001

CITY OF CAMBRIDGE
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 211 - AIRPORT OPERATING FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>CHARGES FOR SERVICES</u>						
211-34920 HANGER LEASE & TIE DOWN FEES	11,000.00	11,000.00	11,593.16	(593.16)	105.39	11,047.16
211-34921 MAINT REIMBURSEMENT - STATE	21,000.00	21,000.00	3,247.21	17,752.79	15.46	25,394.00
211-34925 AIRPLANE FUEL SALES	36,000.00	36,000.00	9,730.68	26,269.32	27.03	66,157.22
TOTAL CHARGES FOR SERVICES	68,000.00	68,000.00	24,571.05	43,428.95	36.13	102,598.38
<u>OTHER</u>						
211-36210 INTEREST EARNINGS	200.00	200.00	.00	200.00	.00	1,276.32
TOTAL OTHER	200.00	200.00	.00	200.00	.00	1,276.32
TOTAL FUND REVENUE	68,200.00	68,200.00	24,571.05			103,874.70

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET.
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 211 - AIRPORT OPERATING FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
AIRPORT OPERATING						
<i>SUPPLIES</i>						
211-49000-210 MISCELLANEOUS OPER SUPPLIES	1,000.00	1,000.00	376.26	(623.74)	37.63	371.59
211-49000-212 GASOLINE/FUEL/ADDATIVES	500.00	500.00	.00	(500.00)	.00	.00
211-49000-215 SHOP MAINTENANCE SUPPLIES	500.00	500.00	.00	(500.00)	.00	.00
211-49000-221 REPAIR/MAINT VEHICLES & EQUIP	5,000.00	5,000.00	19.25	(4,980.75)	.39	3,342.96
211-49000-223 REPAIR & MAINT SUPP - BLDGS	1,000.00	1,000.00	.00	(1,000.00)	.00	118.70
211-49000-226 SIGNS	200.00	200.00	.00	(200.00)	.00	.00
211-49000-228 REPAIR & MAINT SUPP - INFRAST	1,500.00	1,500.00	299.90	(1,200.10)	19.99	1,503.32
211-49000-251 AIRPLANE FUEL COST OF SALES	34,000.00	34,000.00	10,836.92	(23,163.08)	31.87	58,251.08
TOTAL SUPPLIES	43,700.00	43,700.00	11,532.33	(32,167.67)	26.39	63,587.65
<i>OTHER SERVICES & CHARGES</i>						
211-49000-304 LEGAL FEES	150.00	150.00	.00	(150.00)	.00	.00
211-49000-321 TELEPHONE/CELLULAR PHONES	1,500.00	1,500.00	366.87	(1,133.13)	24.46	1,457.36
211-49000-331 TRAVEL/MEALS/LODGING	200.00	200.00	.00	(200.00)	.00	198.66
211-49000-351 LEGAL NOTICES/ORD PUBLISHING	100.00	100.00	.00	(100.00)	.00	.00
211-49000-360 INSURANCE AND BONDS	3,500.00	3,500.00	.00	(3,500.00)	.00	3,310.62
211-49000-381 ELECTRIC UTILITIES	6,500.00	6,500.00	1,520.00	(4,980.00)	23.38	6,689.00
211-49000-383 GAS UTILITIES	1,000.00	1,000.00	.00	(1,000.00)	.00	1,104.15
TOTAL OTHER SERVICES & CHARG	12,950.00	12,950.00	1,886.87	(11,063.13)	14.57	12,759.79
<i>MISCELLANEOUS</i>						
211-49000-401 REPAIR & MAINT LABOR - BLDGS	1,500.00	1,500.00	.00	(1,500.00)	.00	727.50
211-49000-403 REPAIR & MAINT LABOR - INFRAST	3,000.00	3,000.00	.00	(3,000.00)	.00	923.36
211-49000-404 REPAIR & MAINT LABOR - VEH/EQ	1,000.00	1,000.00	.00	(1,000.00)	.00	1,077.78
211-49000-430 MISCELLANEOUS	1,800.00	1,800.00	378.26	(1,421.74)	21.01	2,448.26
211-49000-433 DUES AND SUBSCRIPTIONS	300.00	300.00	25.00	(275.00)	8.33	254.00
211-49000-440 SCHOOLS AND MEETINGS	300.00	300.00	.00	(300.00)	.00	225.00
211-49000-441 STATE PERMITS & FEES	400.00	400.00	440.00	40.00	110.00	500.00
211-49000-489 OTHER CONTRACTED SERVICES	1,000.00	1,000.00	.00	(1,000.00)	.00	373.00
TOTAL MISCELLANEOUS	9,300.00	9,300.00	843.26	(8,456.74)	9.07	6,528.90
TOTAL AIRPORT OPERATING	65,950.00	65,950.00	14,262.46	(51,687.54)	21.63	82,876.34

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 211 - AIRPORT OPERATING FUND

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>TRANSFERS OUT</u>							
<i>TRANSFERS</i>							
211-49300-720	TRANSFERS OUT - OPERATING	2,250.00	2,250.00	.00	(2,250.00)	.00	30,000.00
	<i>TOTAL TRANSFERS</i>	2,250.00	2,250.00	.00	(2,250.00)	.00	30,000.00
	TOTAL TRANSFERS OUT	2,250.00	2,250.00	.00	(2,250.00)	.00	30,000.00

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 211 - AIRPORT OPERATING FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	68,200.00	68,200.00	14,262.46			112,876.34
NET REVENUES OVER EXPENDITURE	.00	.00	10,308.59			(9,001.64)

CITY OF CAMBRIDGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUNDS 303-397 - DEBT SERVICE

		ADOPTED BUDGET	AMENDED BUDGET	UNUSED/ YTD ACTUAL	% OF UNEARNED
<u>PROPERTY TAX</u>					
31010	CURRENT	233,547.00	233,547.00	.00	233,547.00
		233,547.00	233,547.00	.00	233,547.00
<u>SPECIAL ASSESSMENTS</u>					
36100	PREPAID	.00	.00	11,830.89	(11,830.89)
36101/36102	"PRINCIPAL, INT & PENALTIES"	356,347.00	356,347.00	.00	356,347.00
		356,347.00	356,347.00	11,830.89	344,516.11
<u>OTHER FINANCING SOURCES</u>					
36210	INTEREST EARNINGS	1,000.00	1,000.00	.00	1,000.00
		1,000.00	1,000.00	.00	1,000.00
	TOTAL REVENUE	590,894.00	590,894.00	11,830.89	579,063.11

CITY OF CAMBRIDGE
EXPENSES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUNDS 303-397 - DEBT SERVICE

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET
<u>DEBT SERVICE</u>						
47000601-610	PRINCIPAL	510,000.00	510,000.00	510,000.00	.00	
47000611	INTEREST	121,706.00	121,706.00	64,678.13	(57,027.87)	53.14
47000620	OTHER FEES	2,038.00	2,038.00	1,425.00	(613.00)	69.92
		<u>633,744.00</u>	<u>633,744.00</u>	<u>576,103.13</u>	<u>(57,640.87)</u>	<u>90.90</u>
TOTAL EXPENSES		<u>633,744.00</u>	<u>633,744.00</u>	<u>576,103.13</u>	<u>(57,640.87)</u>	<u>90.90</u>
NET REVENUES						
OVER(UNDER) EXPENSES		<u>(42,850.00)</u>	<u>(42,850.00)</u>	<u>(564,272.24)</u>		

CITY OF CAMBRIDGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUNDS 400-499 - CAPITAL PROJECTS

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET
<u>SPECIAL ASSESSMENTS</u>					
36101/36102 "PRINCIPAL, INT & PENALTIES"	25,000.00	25,000.00	.00	25,000.00	.00
	25,000.00	25,000.00	.00	25,000.00	.00
<u>CHARGES FOR SERVICE</u>					
36230 TOWNSHIP FIRE CONTRACTS	38,853.00	38,853.00	37,460.00	1,393.00	96.41
37XXX,34404 AREA CHARGES & PARK DEDICATION FEES	.00	.00	9,367.00	(9,367.00)	.00
	38,853.00	38,853.00	46,827.00	(7,974.00)	120.52
<u>INTERGOVERNMENTAL</u>					
33419-33429 STATE AID	207,688.00	207,688.00	646,432.00	(438,744.00)	311.25
33160-33169 FEDERAL AID	135,000.00	135,000.00	.00	135,000.00	.00
	342,688.00	342,688.00	646,432.00	(303,744.00)	188.64
<u>OTHER FINANCING SOURCES</u>					
36210 INTEREST EARNINGS	2,800.00	2,800.00	37.84	2,762.16	1.35
36501 SALE OF PROPERTY	5,000.00	5,000.00	.00	5,000.00	.00
36230 DONATIONS	8,000.00	8,000.00	46,348.48	(38,348.48)	579.36
32299 UTILITY PERMITS	500.00	500.00	855.13	(355.13)	171.03
31050 BOND PROCEEDS	4,888,400.00	4,888,400.00	.00	4,888,400.00	.00
	4,904,700.00	4,904,700.00	47,241.45	4,857,458.55	.96
<u>TRANSFERS</u>					
39200-39204 GENERAL FUND TRANSFER IN	915,903.00	915,903.00	.00	915,903.00	.00
	915,903.00	915,903.00	.00	915,903.00	.00
TOTAL REVENUE	6,227,144.00	6,227,144.00	740,500.45	5,486,643.55	11.89

CITY OF CAMBRIDGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUNDS 400-499 - CAPITAL PROJECTS

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET
<u>EXPENDITURES</u>					
<u>CAPITAL OUTLAY</u>					
415-45200-580	30,000.00	30,000.00	.00	(30,000.00)	.00
415-45200-580	120,000.00	120,000.00	.00	(120,000.00)	.00
417-42100-550	150,000.00	150,000.00	65,816.50	(84,183.50)	43.88
417-42100-551	5,400.00	5,400.00	10,600.00	5,200.00	196.30
417-42100-590	6,000.00	6,000.00	.00	(6,000.00)	.00
418-43001-550	116,000.00	116,000.00	12,213.00	(103,787.00)	10.53
419-41320-580	.00	.00	12,247.00	12,247.00	.00
419-41500-570	14,500.00	14,500.00	.00	(14,500.00)	.00
419-41920-580	6,000.00	6,000.00	.00	(6,000.00)	.00
420-42200-565	35,000.00	35,000.00	.00	(35,000.00)	.00
420-42200-550	48,000.00	48,000.00	43,362.65	(4,637.35)	90.34
425-48000-415	8,000,000.00	8,000,000.00	9,573.00	(7,990,427.00)	.12
443-48000-223	60,000.00	60,000.00	.00	(60,000.00)	.00
443-48000-224	108,700.00	108,700.00	.00	(108,700.00)	.00
444-48000-303	.00	.00	48,480.00	48,480.00	.00
444-48000-530	150,000.00	150,000.00	.00	(150,000.00)	.00
480-48000-303	.00	.00	169,204.06	169,204.06	.00
480-48000-530	4,828,400.00	4,828,400.00	.00	(4,828,400.00)	.00
	<u>13,678,000.00</u>	<u>13,678,000.00</u>	<u>371,496.21</u>	<u>(13,306,503.79)</u>	<u>2.72</u>
<u>TRANSFERS OUT</u>					
401-48000-720	100,000.00	100,000.00	.00	(100,000.00)	.00
	<u>100,000.00</u>	<u>100,000.00</u>	<u>.00</u>	<u>(100,000.00)</u>	<u>.00</u>
TOTAL EXPENDITURES	<u>13,778,000.00</u>	<u>13,778,000.00</u>	<u>371,496.21</u>	<u>(13,406,503.79)</u>	<u>2.70</u>
NET REVENUES					
OVER(UNDER) EXPENDITURES	<u>(7,550,856.00)</u>	<u>(7,550,856.00)</u>	<u>369,004.24</u>		

CITY OF CAMBRIDGE
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 601 - WATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
REVENUE						
SA & INTEREST EARNINGS	15,000.00	15,000.00	.00	15,000.00	.00	68,268.69
OPERATING REVENUE	1,905,436.00	1,905,436.00	401,418.35	1,504,017.65	21.07	1,872,176.81
OTHER FINANCING SOURCES	100,000.00	100,000.00	.00	100,000.00	.00	102,250.00
TOTAL FUND REVENUE	2,020,436.00	2,020,436.00	401,418.35	1,619,017.65	19.87	2,042,695.50
EXPENDITURES						
WATER FUND EXPENDITURES						
EXPENSE 400	1,894,716.00	1,894,716.00	176,696.44	1,718,019.56	9.33	1,831,428.54
TOTAL WATER FUND EXPENDITURES	1,894,716.00	1,894,716.00	176,696.44	1,718,019.56	9.33	1,831,428.54
TOTAL FUND EXPENDITURES	1,894,716.00	1,894,716.00	176,696.44	1,718,019.56	9.33	1,831,428.54
NET REVENUE OVER EXPENDITURES	125,720.00	125,720.00	224,721.91	(99,001.91)		211,266.96

CITY OF CAMBRIDGE
 DETAIL REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 601 - WATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>SA & INTEREST EARNINGS</u>						
601-36210 INTEREST EARNINGS	15,000.00	15,000.00	.00	15,000.00	.00	68,268.69
TOTAL SA & INTEREST EARNINGS	15,000.00	15,000.00	.00	15,000.00	.00	68,268.69
<u>OPERATING REVENUE</u>						
601-37110 METERED WATER SALES	1,840,436.00	1,840,436.00	375,148.53	1,465,287.47	20.38	1,770,108.65
601-37120 SALES OF METERS & SUPPLIES	9,500.00	9,500.00	8,191.00	1,309.00	86.22	34,022.42
601-37160 PENALTIES ETC.	30,000.00	30,000.00	7,665.59	22,334.41	25.55	36,574.62
601-37165 CERTIFICATION PENALTY	500.00	500.00	75.00	425.00	15.00	1,495.48
601-37170 OTHER REVENUE	25,000.00	25,000.00	10,338.23	14,661.77	41.35	29,975.64
TOTAL OPERATING REVENUE	1,905,436.00	1,905,436.00	401,418.35	1,504,017.65	21.07	1,872,176.81
<u>OTHER FINANCING SOURCES</u>						
601-39102 GAIN/LOSS ON DISPOSAL OF FA	.00	.00	.00	.00	.00	2,250.00
601-39203 TRANSFERS FROM OTHER FUNDS	100,000.00	100,000.00	.00	100,000.00	.00	100,000.00
TOTAL OTHER FINANCING SOURCES	100,000.00	100,000.00	.00	100,000.00	.00	102,250.00
TOTAL FUND REVENUE	2,020,436.00	2,020,436.00	401,418.35			2,042,695.50

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 601 - WATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>PERSONAL SERVICES</i>						
601-49400-101 FULL-TIME EMPLOYEES - REGULAR	262,471.00	262,471.00	63,691.11	(198,779.89)	24.27	239,197.50
601-49400-102 FULL-TIME EMPLOYEES - OVERTIME	15,000.00	15,000.00	1,578.30	(13,421.70)	10.52	7,178.32
601-49400-104 TEMP/SEAS EMPLOYEES - REGULAR	7,710.00	7,710.00	.00	(7,710.00)	.00	.00
601-49400-110 HOURS WORKED HOLIDAY	2,800.00	2,800.00	354.13	(2,445.87)	12.65	1,337.99
601-49400-115 CALL-IN PAY	2,000.00	2,000.00	194.14	(1,805.86)	9.71	797.34
601-49400-116 ON-CALL PAY	13,000.00	13,000.00	1,475.15	(11,524.85)	11.35	7,832.68
601-49400-121 PERA (EMPLOYER)	23,709.00	23,709.00	5,046.94	(18,662.06)	21.29	18,490.02
601-49400-122 FICA/MEDICARE (EMPLOYER)	25,666.00	25,666.00	5,000.96	(20,665.04)	19.48	18,286.10
601-49400-131 MEDICAL/DENTAL/LIFE (EMPLOYER)	63,903.00	63,903.00	17,860.68	(46,042.32)	27.95	55,176.28
601-49400-132 LONGEVITY PAY	13,134.00	13,134.00	.00	(13,134.00)	.00	.00
601-49400-133 INSUR DEDUCTIBLE CONTRIBUTION	4,600.00	4,600.00	476.63	(4,123.37)	10.36	2,456.32
601-49400-151 WORKERS' COMPENSATION PREMIU	12,138.00	12,138.00	1,198.01	(10,939.99)	9.87	2,913.73
601-49400-154 HRA/FLEX FEES	300.00	300.00	83.30	(216.70)	27.77	231.90
TOTAL PERSONAL SERVICES	446,431.00	446,431.00	96,959.35	(349,471.65)	21.72	353,898.18
<i>SUPPLIES</i>						
601-49400-200 WATER LAB SUPPLIES	3,500.00	3,500.00	.00	(3,500.00)	.00	.00
601-49400-201 OFFICE SUPPLIES - ACCESSORIES	1,000.00	1,000.00	428.66	(571.34)	42.87	725.09
601-49400-204 STATIONARY, FORMS AND ENVELOP	1,000.00	1,000.00	.00	(1,000.00)	.00	2,000.00
601-49400-210 MISCELLANEOUS OPER SUPPLIES	12,000.00	12,000.00	1,910.37	(10,089.63)	15.92	8,765.63
601-49400-212 GASOLINE/FUEL/LUB/ADDITIVES	7,000.00	7,000.00	1,520.05	(5,479.95)	21.72	6,224.92
601-49400-213 OPER SUPPLIES - PLANT EQUIP	500.00	500.00	43.50	(456.50)	8.70	174.00
601-49400-216 CHEMICALS & CHEMICAL PRODUCTS	55,000.00	55,000.00	20,501.75	(34,498.25)	37.28	42,700.04
601-49400-217 TESTING	1,000.00	1,000.00	472.50	(527.50)	47.25	1,566.00
601-49400-221 REPAIR & MAINT SUPP - VEH/EQ	4,000.00	4,000.00	418.09	(3,581.91)	10.45	1,413.30
601-49400-240 SMALL TOOLS AND MINOR EQUIP	6,000.00	6,000.00	1,332.05	(4,667.95)	22.20	2,060.10
601-49400-270 METERS AND REPAIRS	25,000.00	25,000.00	.00	(25,000.00)	.00	2,717.32
TOTAL SUPPLIES	116,000.00	116,000.00	26,626.97	(89,373.03)	22.95	68,346.40

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 601 - WATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>OTHER SERVICES & CHARGES</i>						
601-49400-304 MISC PROFESSIONAL SERVICES	5,000.00	5,000.00	.00	(5,000.00)	.00	5,690.00
601-49400-306 GIS PROJECT CONTRACT EXP	15,000.00	15,000.00	3,010.00	(11,990.00)	20.07	9,895.48
601-49400-310 GOPHER STATE ONE CALL	1,100.00	1,100.00	132.32	(967.68)	12.03	972.04
601-49400-313 IT MGMT & BACKUP	2,500.00	2,500.00	1,332.60	(1,167.40)	53.30	2,709.72
601-49400-321 TELEPHONE/CELLULAR PHONES	8,000.00	8,000.00	880.18	(7,119.82)	11.00	7,154.22
601-49400-322 POSTAGE	5,000.00	5,000.00	.00	(5,000.00)	.00	6,461.13
601-49400-331 TRAVEL/MEALS/LODGING	2,000.00	2,000.00	.00	(2,000.00)	.00	374.00
601-49400-334 MILEAGE REIMBURSEMENT	300.00	300.00	.00	(300.00)	.00	186.76
601-49400-340 ADVERTISING	1,200.00	1,200.00	.00	(1,200.00)	.00	1,286.25
601-49400-351 LEGAL NOTICES/ORD PUBLISHING	500.00	500.00	.00	(500.00)	.00	437.25
601-49400-360 INSURANCE AND BONDS	16,000.00	16,000.00	.00	(16,000.00)	.00	16,346.00
601-49400-381 ELECTRIC UTILITIES	95,000.00	95,000.00	16,114.17	(78,885.83)	16.96	88,439.14
601-49400-382 WATER/WASTEWATER UTILITIES	1,500.00	1,500.00	278.45	(1,221.55)	18.56	1,130.15
601-49400-383 GAS UTILITIES	7,000.00	7,000.00	1,290.61	(5,709.39)	18.44	6,005.06
601-49400-384 REFUSE HAULING	2,000.00	2,000.00	235.52	(1,764.48)	11.78	1,279.52
TOTAL OTHER SERVICES & CHARG	162,100.00	162,100.00	23,273.85	(138,826.15)	14.36	148,366.72
<i>MISCELLANEOUS</i>						
601-49400-404 REPAIR & MAINT LABOR - VEH/EQ	2,500.00	2,500.00	.00	(2,500.00)	.00	1,007.95
601-49400-406 REPAIR & MAINT - PLANT	27,000.00	27,000.00	5,586.04	(21,413.96)	20.69	26,057.10
601-49400-407 REPAIRS & MAINTENANCE - HYDR	10,000.00	10,000.00	.00	(10,000.00)	.00	10,369.72
601-49400-408 REPAIR & MAINT - WATER SYSTEM	10,000.00	10,000.00	.00	(10,000.00)	.00	30,591.01
601-49400-409 MAINT CONTRACTS - OFFICE EQUIP	500.00	500.00	.00	(500.00)	.00	429.00
601-49400-410 WELL PROTECTION PLAN	15,000.00	15,000.00	.00	(15,000.00)	.00	.00
601-49400-415 AUTOMATIC METER READ PROJECT	75,000.00	75,000.00	20,207.33	(54,792.67)	26.94	68,757.23
601-49400-420 DEPRECIATION	780,000.00	780,000.00	.00	(780,000.00)	.00	780,064.06
601-49400-430 MISCELLANEOUS	500.00	500.00	.00	(500.00)	.00	.00
601-49400-432 CREDIT CARD FEES	6,000.00	6,000.00	1,388.35	(4,611.65)	23.14	6,133.15
601-49400-433 DUES AND SUBSCRIPTIONS	1,000.00	1,000.00	664.55	(335.45)	66.46	978.20
601-49400-440 MEETINGS AND SCHOOLS	3,000.00	3,000.00	690.00	(2,310.00)	23.00	1,422.00
601-49400-441 DNR DEPARTMENT OF HEALTH FEE	4,000.00	4,000.00	.00	(4,000.00)	.00	3,381.40
601-49400-489 OTHER CONTRACTED SERVICES	5,000.00	5,000.00	825.00	(4,175.00)	16.50	12,703.52
TOTAL MISCELLANEOUS	939,500.00	939,500.00	29,361.27	(910,138.73)	3.13	941,894.34

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 601 - WATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>DEBT SERVICE</i>						
601-49400-615 2001 PFA LOAN INTEREST	.00	.00	.00	.00	.00	11,198.58
601-49400-617 BOND DISCOUNT	.00	.00	.00	.00	.00	24,932.84
601-49400-619 INTEREST-WATER TREATMENT 2005	65,388.00	65,388.00	.00	(65,388.00)	.00	54,429.06
601-49400-620 FISCAL AGENT FEES	1,200.00	1,200.00	475.00	(725.00)	39.58	1,100.00
601-49400-621 BOND ISSUE COSTS	.00	.00	.00	.00	.00	46,817.00
601-49400-632 2012 BOND INTEREST EXPENSE	.00	.00	.00	.00	.00	950.16
601-49400-634 INEREST EXP 2014 IMPROV	13,237.00	13,237.00	.00	(13,237.00)	.00	11,008.30
601-49400-635 INTEREST EXP 2015 BONDS	15,444.00	15,444.00	.00	(15,444.00)	.00	11,670.16
601-49400-636 INTEREST EXP 2016 WATER BONDS	15,269.00	15,269.00	.00	(15,269.00)	.00	12,320.90
601-49400-638 INTEREST EXPESE 2018 BONDS	15,075.00	15,075.00	.00	(15,075.00)	.00	15,503.06
601-49400-639 INTEREST EXP 2019 BONDS W TOWE	78,424.00	78,424.00	.00	(78,424.00)	.00	34,545.56
601-49400-640 INTEREST EXPENSE 2020 IMPROV	1,648.00	1,648.00	.00	(1,648.00)	.00	.00
<i>TOTAL DEBT SERVICE</i>	<u>205,685.00</u>	<u>205,685.00</u>	<u>475.00</u>	<u>(205,210.00)</u>	<u>.23</u>	<u>224,475.62</u>
<i>TRANSFERS</i>						
601-49400-720 TRANSFERS OUT - OPER TRANSFER	25,000.00	25,000.00	.00	(25,000.00)	.00	25,000.00
601-49400-799 LOSS ON DISPOSAL OF ASSET	.00	.00	.00	.00	.00	69,447.28
<i>TOTAL TRANSFERS</i>	<u>25,000.00</u>	<u>25,000.00</u>	<u>.00</u>	<u>(25,000.00)</u>	<u>.00</u>	<u>94,447.28</u>
TOTAL EXPENSE 400	<u><u>1,894,716.00</u></u>	<u><u>1,894,716.00</u></u>	<u><u>176,696.44</u></u>	<u><u>(1,718,019.56)</u></u>	<u><u>9.33</u></u>	<u><u>1,831,428.54</u></u>

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 601 - WATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	1,894,716.00	1,894,716.00	176,896.44			1,831,428.54
NET REVENUES OVER EXPENDITURE	125,720.00	125,720.00	224,721.91			211,266.96

CITY OF CAMBRIDGE
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 602 - WASTEWATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
REVENUE						
SA & INTEREST EARNINGS	.00	.00	78.04	(78.04)	.00	103,087.77
OPERATING REVENUE	2,242,510.00	2,242,510.00	569,235.88	1,673,274.12	25.38	2,448,900.10
OTHER FINANCING SOURCES	.00	.00	.00	.00	.00	100.00
TOTAL FUND REVENUE	2,242,510.00	2,242,510.00	569,313.92	1,673,196.08	25.39	2,552,087.87
EXPENDITURES						
WASTEWATER FUND EXPENDITURES						
EXPENSE 450	3,212,050.00	3,212,050.00	309,655.14	2,902,394.86	9.64	3,086,121.11
TOTAL WASTEWATER FUND EXPENDITURE	3,212,050.00	3,212,050.00	309,655.14	2,902,394.86	9.64	3,086,121.11
TOTAL FUND EXPENDITURES	3,212,050.00	3,212,050.00	309,655.14	2,902,394.86	9.64	3,086,121.11
NET REVENUE OVER EXPENDITURES	(969,540.00)	(969,540.00)	259,658.78	(1,229,198.78)		(534,033.24)

CITY OF CAMBRIDGE
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 602 - WASTEWATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>SA & INTEREST EARNINGS</u>						
602-36102 SPEC ASSESSMENTS - INT/PEN	.00	.00	.00	.00	.00	1,211.91
602-36210 INTEREST EARNINGS	.00	.00	78.04	(78.04)	.00	101,875.86
TOTAL SA & INTEREST EARNINGS	.00	.00	78.04	(78.04)	.00	103,087.77
<u>OPERATING REVENUE</u>						
602-37210 SEWER CHARGES - CITY	2,162,510.00	2,162,510.00	541,457.98	1,621,052.02	25.04	2,251,456.79
602-37250 SAC CHARGES	50,000.00	50,000.00	19,320.50	30,679.50	38.64	164,175.95
602-37260 PENALTIES	30,000.00	30,000.00	8,457.40	21,542.60	28.19	33,267.36
TOTAL OPERATING REVENUE	2,242,510.00	2,242,510.00	569,235.88	1,673,274.12	25.38	2,448,900.10
<u>OTHER FINANCING SOURCES</u>						
602-39102 GAIN/LOSS ON DISPOSAL OF FA	.00	.00	.00	.00	.00	100.00
TOTAL OTHER FINANCING SOURCES	.00	.00	.00	.00	.00	100.00
TOTAL FUND REVENUE	2,242,510.00	2,242,510.00	569,313.92			2,552,087.87

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 602 - WASTEWATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>PERSONAL SERVICES</i>						
602-49450-101 FULL-TIME EMPLOYEES - REGULAR	486,254.00	486,254.00	125,492.04	(360,761.96)	25.81	472,364.64
602-49450-102 FULL-TIME EMPLOYEES - OVERTIME	22,000.00	22,000.00	6,642.14	(15,357.86)	30.19	24,073.21
602-49450-104 TEMP/SEAS EMPLOYEES - REGULAR	16,448.00	16,448.00	.00	(16,448.00)	.00	9,955.07
602-49450-106 TEMP/SEAS EMPLOYEES - REGULAR	.00	.00	.00	.00	.00	2,823.44
602-49450-110 HOURS WORKED HOLIDAY	4,500.00	4,500.00	2,020.50	(2,479.50)	44.90	3,939.71
602-49450-115 CALL-IN PAY	3,000.00	3,000.00	736.58	(2,263.42)	24.55	2,676.58
602-49450-116 ON-CALL PAY	22,000.00	22,000.00	6,840.23	(15,159.77)	31.09	24,015.18
602-49450-121 PERA (EMPLOYER)	41,322.00	41,322.00	10,629.91	(30,692.09)	25.72	36,120.68
602-49450-122 FICA/MEDICARE (EMPLOYER)	44,889.00	44,889.00	10,396.82	(34,492.18)	23.16	36,787.87
602-49450-131 MEDICAL/DENTAL/LIFE (EMPLOYER)	133,594.00	133,594.00	40,580.13	(93,013.87)	30.38	107,507.00
602-49450-132 LONGEVITY PAY	13,197.00	13,197.00	.00	(13,197.00)	.00	.00
602-49450-133 INSURANCE DEDUCT CONTRIB	9,200.00	9,200.00	898.30	(8,301.70)	9.76	7,285.48
602-49450-151 WORKERS' COMPENSATION PREMIU	25,603.00	25,603.00	3,754.86	(21,848.14)	14.67	13,885.86
602-49450-154 HRA/FLEX FEES	500.00	500.00	189.30	(310.70)	37.86	509.95
TOTAL PERSONAL SERVICES	822,507.00	822,507.00	208,180.81	(614,326.19)	25.31	741,944.67
<i>SUPPLIES</i>						
602-49450-200 LAB SUPPLIES & REPLACEMENT	12,000.00	12,000.00	4,387.06	(7,612.94)	36.56	12,994.84
602-49450-201 OFFICE SUPPLIES - ACCESSORIES	1,500.00	1,500.00	796.28	(703.72)	53.09	1,073.95
602-49450-204 STATIONARY, FORMS AND ENVELOP	1,500.00	1,500.00	.00	(1,500.00)	.00	2,274.63
602-49450-210 MISCELLANEOUS OPER SUPPLIES	8,500.00	8,500.00	901.74	(7,598.26)	10.61	6,515.00
602-49450-212 GASOLINE/FUEL/LUB/ADDITIVES	9,500.00	9,500.00	1,055.12	(8,444.88)	11.11	10,309.78
602-49450-213 OPER SUPPLIES - PLANT EQUIP	.00	.00	43.50	43.50	.00	174.00
602-49450-216 CHEMICALS & CHEMICAL PRODUCTS	100,000.00	100,000.00	26,576.72	(73,423.28)	26.58	80,918.31
602-49450-217 TESTING	11,000.00	11,000.00	444.00	(10,556.00)	4.04	7,285.50
602-49450-221 REPAIR & MAINT SUPP - VEH/EQ	7,500.00	7,500.00	537.60	(6,962.40)	7.17	5,204.37
602-49450-240 SMALL TOOLS & MINOR EQUIP	7,000.00	7,000.00	1,585.33	(5,414.67)	22.65	3,129.32
TOTAL SUPPLIES	158,500.00	158,500.00	36,327.35	(122,172.65)	22.92	129,879.70

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 602 - WASTEWATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>OTHER SERVICES & CHARGES</i>						
602-49450-304 MISC PROFESSIONAL SERVICES	5,000.00	5,000.00	.00	(5,000.00)	.00	2,385.38
602-49450-306 GIS PROJECT CONTRACT EXP	15,000.00	15,000.00	3,010.00	(11,990.00)	20.07	9,895.54
602-49450-310 GOPHER STATE ONE CALL	1,100.00	1,100.00	132.33	(967.67)	12.03	972.01
602-49450-313 IT MGMT & BACKUP	4,000.00	4,000.00	1,332.60	(2,667.40)	33.32	2,709.72
602-49450-321 TELEPHONE/CELLULAR PHONES	5,000.00	5,000.00	1,483.53	(3,516.47)	29.67	9,366.42
602-49450-322 POSTAGE	5,000.00	5,000.00	59.05	(4,940.95)	1.18	6,359.37
602-49450-331 TRAVEL/MEALS/LODGING	2,500.00	2,500.00	313.84	(2,186.16)	12.55	951.67
602-49450-334 MILEAGE REIMBURSEMENT	300.00	300.00	.00	(300.00)	.00	.00
602-49450-340 ADVERTISING	400.00	400.00	.00	(400.00)	.00	.00
602-49450-360 INSURANCE AND BONDS	38,000.00	38,000.00	.00	(38,000.00)	.00	37,451.11
602-49450-381 ELECTRIC UTILITIES	125,000.00	125,000.00	24,984.00	(100,016.00)	19.99	120,265.00
602-49450-382 WATER/WASTEWATER UTILITIES	1,800.00	1,800.00	354.01	(1,445.99)	19.67	1,388.76
602-49450-383 GAS UTILITIES	25,000.00	25,000.00	2,962.24	(22,037.76)	11.85	22,859.62
602-49450-384 REFUSE HAULING	1,800.00	1,800.00	796.81	(1,003.19)	44.27	1,264.68
602-49450-385 POWER - LIFT STATIONS	17,000.00	17,000.00	2,874.13	(14,125.87)	16.91	17,013.82
TOTAL OTHER SERVICES & CHARG	248,900.00	246,900.00	38,302.54	(208,597.46)	15.51	232,883.10
<i>MISCELLANEOUS</i>						
602-49450-402 REPAIR & MAINT - SAN SEWER	8,000.00	8,000.00	.00	(8,000.00)	.00	3,064.92
602-49450-404 REPAIR & MAINT LABOR - VEH/EQ	5,000.00	5,000.00	1,028.00	(3,972.00)	20.56	1,162.73
602-49450-406 REPAIR & MAINT - PLANT	40,000.00	40,000.00	9,478.09	(30,521.91)	23.70	25,397.42
602-49450-407 REPAIR & MAINT - LIFT STATIONS	14,000.00	14,000.00	.00	(14,000.00)	.00	6,293.61
602-49450-408 REPAIRS & MAINTENANCE - SEWER	.00	.00	258.95	258.95	.00	2,026.24
602-49450-409 MAINT CONTRACTS - OFFICE EQUIP	1,400.00	1,400.00	.00	(1,400.00)	.00	1,286.95
602-49450-420 DEPRECIATION	1,800,000.00	1,600,000.00	.00	(1,600,000.00)	.00	1,562,689.44
602-49450-430 MISCELLANEOUS	2,000.00	2,000.00	.00	(2,000.00)	.00	.00
602-49450-433 DUES AND SUBSCRIPTIONS	5,000.00	5,000.00	340.55	(4,659.45)	6.81	3,848.40
602-49450-440 MEETINGS AND SCHOOLS	3,000.00	3,000.00	1,340.00	(1,660.00)	44.67	1,188.00
602-49450-441 MPCA FEES	10,000.00	10,000.00	10,964.85	964.85	109.65	7,993.00
602-49450-489 OTHER CONTRACTED SERVICES	105,000.00	105,000.00	3,434.00	(101,566.00)	3.27	99,226.80
602-49450-490 SEWER FUND-OSHA INSPECTION	.00	.00	.00	.00	.00	23,400.00
TOTAL MISCELLANEOUS	1,793,400.00	1,793,400.00	26,844.44	(1,766,555.56)	1.50	1,737,577.51
<i>DEBT SERVICE</i>						
602-49450-610 2013 WWTP REHAB INTEREST EXP	79,671.00	79,671.00	.00	(79,671.00)	.00	85,558.50
602-49450-620 FISCAL AGENT FEES	1,200.00	1,200.00	.00	(1,200.00)	.00	453.84
602-49450-632 2012 BOND INTEREST EXP	.00	.00	.00	.00	.00	717.90
602-49450-634 INTEREST EXP 2014 IMPROV	5,990.00	5,990.00	.00	(5,990.00)	.00	4,970.82
602-49450-635 INTEREST EXP 2015 BOND EXP	6,950.00	6,950.00	.00	(6,950.00)	.00	5,251.39
602-49450-636 INTEREST EXP 2016 SEWER BONDS	9,301.00	9,301.00	.00	(9,301.00)	.00	7,507.30
602-49450-638 INTEREST EXPESE 2018 BONDS	5,588.00	5,588.00	.00	(5,588.00)	.00	5,487.77
602-49450-640 INTEREST EXPENSE 2020 IMP BOND	7,043.00	7,043.00	.00	(7,043.00)	.00	.00
TOTAL DEBT SERVICE	115,743.00	115,743.00	.00	(115,743.00)	.00	109,947.52

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 602 - WASTEWATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>TRANSFERS</i>						
602-49450-720 TRANSFERS OUT - OPER TRANSFER	75,000.00	75,000.00	.00	(75,000.00)	.00	75,000.00
602-49450-799 LOSS ON DISPOSAL OF ASSET	.00	.00	.00	.00	.00	58,888.61
<i>TOTAL TRANSFERS</i>	<u>75,000.00</u>	<u>75,000.00</u>	<u>.00</u>	<u>(75,000.00)</u>	<u>.00</u>	<u>133,888.61</u>
TOTAL EXPENSE 450	<u>3,212,050.00</u>	<u>3,212,050.00</u>	<u>309,655.14</u>	<u>(2,902,394.86)</u>	<u>9.64</u>	<u>3,086,121.11</u>

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 602 - WASTEWATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	3,212,050.00	3,212,050.00	309,655.14			3,086,121.11
NET REVENUES OVER EXPENDITURE	(969,540.00)	(969,540.00)	259,658.78			(534,033.24)

CITY OF CAMBRIDGE
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 603 - STORM WATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
REVENUE						
SA & INTEREST EARNINGS	.00	.00	.00	.00	.00	8,847.23
OPERATING REVENUES	370,965.00	370,965.00	96,572.67	274,392.33	26.03	352,989.03
TOTAL FUND REVENUE	370,965.00	370,965.00	96,572.67	274,392.33	26.03	361,836.26
EXPENDITURES						
STORM SEWER FUND EXPENDITURES EXPENSE 500	497,348.00	497,348.00	890.00	496,458.00	.18	517,937.32
TOTAL STORM SEWER FUND EXPENDITURE	497,348.00	497,348.00	890.00	496,458.00	.18	517,937.32
TOTAL FUND EXPENDITURES	497,348.00	497,348.00	890.00	496,458.00	.18	517,937.32
NET REVENUE OVER EXPENDITURES	(126,383.00)	(126,383.00)	95,682.67	(222,065.67)		(156,101.06)

CITY OF CAMBRIDGE
 DETAIL REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 603 - STORM WATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>SA & INTEREST EARNINGS</u>						
603-36210 INTEREST EARNINGS	.00	.00	.00	.00	.00	8,847.23
TOTAL SA & INTEREST EARNINGS	.00	.00	.00	.00	.00	8,847.23
<u>OPERATING REVENUES</u>						
603-37310 STORM WATER CHARGES	365,465.00	365,465.00	95,037.59	270,427.41	26.00	346,568.13
603-37360 PENALTIES	5,500.00	5,500.00	1,535.08	3,964.92	27.91	6,420.90
TOTAL OPERATING REVENUES	370,965.00	370,965.00	96,572.67	274,392.33	26.03	352,989.03
TOTAL FUND REVENUE	370,965.00	370,965.00	96,572.67			361,836.26

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 603 - STORM WATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>EXPENSE 500</i>						
<i>SUPPLIES</i>						
603-49500-204 STATIONARY, FORMS & ENVELOPES	.00	.00	.00	.00	.00	214.92
<i>TOTAL SUPPLIES</i>	.00	.00	.00	.00	.00	214.92
<i>OTHER SERVICES & CHARGES</i>						
603-49500-304 MISC PROFESSIONAL SERVICES	5,000.00	5,000.00	640.00	(4,360.00)	12.80	639.00
603-49500-352 GEN INFO & PUBLIC NOTICES	100.00	100.00	.00	(100.00)	.00	18.00
<i>TOTAL OTHER SERVICES & CHARG</i>	5,100.00	5,100.00	640.00	(4,460.00)	12.55	657.00
<i>MISCELLANEOUS</i>						
603-49500-403 REPAIRS & MAINT - STORM SEWER	20,500.00	20,500.00	.00	(20,500.00)	.00	256.00
603-49500-420 DEPRECIATION	400,000.00	400,000.00	.00	(400,000.00)	.00	406,748.99
603-49500-430 MISCELLANEOUS	1,000.00	1,000.00	.00	(1,000.00)	.00	413.37
603-49500-440 SCHOOLS AND MEETINGS	3,000.00	3,000.00	250.00	(2,750.00)	8.33	.00
<i>TOTAL MISCELLANEOUS</i>	424,500.00	424,500.00	250.00	(424,250.00)	.06	407,418.36
<i>DEBT SERVICE</i>						
603-49500-612 INTEREST EXPENSE-XYLITE BONDS	.00	.00	.00	.00	.00	119.80
603-49500-634 INTEREST EXP 2014 STORM IMPROV	6,730.00	6,730.00	.00	(6,730.00)	.00	5,580.31
603-49500-635 INTEREST EXP 2015 BONDS	7,833.00	7,833.00	.00	(7,833.00)	.00	5,919.11
603-49500-636 INTEREST EXP 2016 STORM BONDS	8,844.00	8,844.00	.00	(8,844.00)	.00	7,139.23
603-49500-638 INTEREST EXPENSE 2018 BONDS	20,562.00	20,562.00	.00	(20,562.00)	.00	20,442.05
603-49500-640 INTEREST EXPENSE 2020 IMP BOND	23,779.00	23,779.00	.00	(23,779.00)	.00	.00
<i>TOTAL DEBT SERVICE</i>	67,748.00	67,748.00	.00	(67,748.00)	.00	39,200.50
<i>TRANSFERS</i>						
603-49500-799 LOSS ON DISPOSAL OF ASSETS	.00	.00	.00	.00	.00	70,446.54
<i>TOTAL TRANSFERS</i>	.00	.00	.00	.00	.00	70,446.54
TOTAL EXPENSE 500	497,348.00	497,348.00	890.00	(496,458.00)	.18	517,937.32

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 603 - STORM WATER UTILITY FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	497,348.00	497,348.00	890.00			517,937.32
NET REVENUES OVER EXPENDITURE	(126,383.00)	(126,383.00)	95,682.67			(156,101.06)

CITY OF CAMBRIDGE
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 604 - STREET LIGHT UTILITY

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
REVENUE						
SOURCE 36	.00	.00	.00	.00	.00	282.62
OPERATING REVENUES	225,000.00	225,000.00	58,116.78	166,883.22	25.83	196,416.79
TOTAL FUND REVENUE	225,000.00	225,000.00	58,116.78	166,883.22	25.83	196,699.41
EXPENDITURES						
STREET LIGHT UTILITY EXP EXPENSE 550	215,000.00	215,000.00	33,570.62	181,429.38	15.61	182,191.01
TOTAL STREET LIGHT UTILITY EXP	215,000.00	215,000.00	33,570.62	181,429.38	15.61	182,191.01
TOTAL FUND EXPENDITURES	215,000.00	215,000.00	33,570.62	181,429.38	15.61	182,191.01
NET REVENUE OVER EXPENDITURES	10,000.00	10,000.00	24,546.16	(14,546.16)		14,508.40

CITY OF CAMBRIDGE
 DETAIL REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 604 - STREET LIGHT UTILITY

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
604-36210 INTEREST EARNINGS	.00	.00	.00	.00	.00	282.62
TOTAL SOURCE 36	.00	.00	.00	.00	.00	282.62
<u>OPERATING REVENUES</u>						
604-37360 PENALTIES	3,000.00	3,000.00	1,039.79	1,960.21	34.66	4,107.83
604-37410 STREET LIGHT UTILITY FEES	222,000.00	222,000.00	57,076.99	164,923.01	25.71	192,308.96
TOTAL OPERATING REVENUES	225,000.00	225,000.00	58,116.78	166,883.22	25.83	196,416.79
TOTAL FUND REVENUE	<u>225,000.00</u>	<u>225,000.00</u>	<u>58,116.78</u>			<u>196,699.41</u>

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 604 - STREET LIGHT UTILITY

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>SUPPLIES</i>						
604-49550-238 REPAIR & MAINT SUPP - INFRAST	.00	.00	.00	.00	.00	313.88
<i>TOTAL SUPPLIES</i>	.00	.00	.00	.00	.00	313.88
<i>OTHER SERVICES & CHARGES</i>						
604-49550-381 STREET LIGHT ELECTRIC	180,000.00	180,000.00	28,794.12	(151,205.88)	16.00	167,181.70
<i>TOTAL OTHER SERVICES & CHARG</i>	180,000.00	180,000.00	28,794.12	(151,205.88)	16.00	167,181.70
<i>MISCELLANEOUS</i>						
604-49550-402 STREET LIGHT AND SIGNAL REPAIR	35,000.00	35,000.00	4,776.50	(30,223.50)	13.65	14,695.43
<i>TOTAL MISCELLANEOUS</i>	35,000.00	35,000.00	4,776.50	(30,223.50)	13.65	14,695.43
TOTAL EXPENSE 550	215,000.00	215,000.00	33,570.62	(181,429.38)	15.61	182,191.01

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 604 - STREET LIGHT UTILITY

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	215,000.00	215,000.00	33,570.62			182,191.01
NET REVENUES OVER EXPENDITURE	10,000.00	10,000.00	24,546.16			14,508.40

CITY OF CAMBRIDGE
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 610 - LIQUOR STORE FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR. YTD ACTUAL
REVENUE						
INTEREST & LOTTERY SALES	84,240.00	84,240.00	20,669.10	63,570.90	24.54	105,133.64
OPERATING REVENUES	5,753,800.00	5,753,800.00	1,408,829.57	4,344,970.43	24.49	5,902,817.43
TOTAL FUND REVENUE	5,838,040.00	5,838,040.00	1,429,498.67	4,408,541.33	24.49	6,007,951.07
EXPENDITURES						
LIQUOR STORE EXPENDITURES						
LIQUOR STORE	5,838,040.00	5,838,040.00	1,300,536.48	4,537,503.52	22.28	6,007,854.70
TOTAL LIQUOR STORE EXPENDITURES	5,838,040.00	5,838,040.00	1,300,536.48	4,537,503.52	22.28	6,007,854.70
TOTAL FUND EXPENDITURES	5,838,040.00	5,838,040.00	1,300,536.48	4,537,503.52	22.28	6,007,854.70
NET REVENUE OVER EXPENDITURES	.00	.00	128,962.19	(128,962.19)		96.37

CITY OF CAMBRIDGE
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 610 - LIQUOR STORE FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>INTEREST & LOTTERY SALES</u>						
610-36200 MISCELLANEOUS REVENUES	240.00	240.00	52.00	188.00	21.67	324.67
610-36210 INTEREST EARNINGS	2,000.00	2,000.00	.00	2,000.00	.00	12,991.24
610-36220 LOTTERY SALES	82,000.00	82,000.00	20,617.10	61,382.90	25.14	91,817.73
TOTAL INTEREST & LOTTERY SALES	84,240.00	84,240.00	20,669.10	63,570.90	24.54	105,133.64
<u>OPERATING REVENUES</u>						
610-37811 SALES - LIQUOR	1,950,000.00	1,950,000.00	514,472.82	1,435,527.18	26.38	2,012,492.82
610-37812 SALES - BEER	2,700,000.00	2,700,000.00	607,859.33	2,092,140.67	22.51	2,668,943.37
610-37813 SALES - WINE	800,000.00	800,000.00	218,150.17	581,849.83	27.27	907,202.39
610-37815 SALES - NON-TAXABLE	170,000.00	170,000.00	35,398.58	134,601.42	20.82	175,384.67
610-37816 SALES - TAXABLE	140,000.00	140,000.00	34,273.91	105,726.09	24.48	144,689.01
610-37830 DISCOUNTS, DEPOSITS & RETURNS	(5,000.00)	(5,000.00)	(1,228.50)	(3,771.50)	(24.57)	(5,646.05)
610-37840 CASH OVER AND SHORT	(1,200.00)	(1,200.00)	(96.74)	(1,103.26)	(8.06)	(248.78)
TOTAL OPERATING REVENUES	5,753,800.00	5,753,800.00	1,408,829.57	4,344,970.43	24.49	5,902,817.43
TOTAL FUND REVENUE	5,838,040.00	5,838,040.00	1,429,498.67			6,007,951.07

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 610 - LIQUOR STORE FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
LIQUOR STORE						
<i>PERSONAL SERVICES</i>						
610-49750-101 FULL-TIME EMPLOYEES - REGULAR	252,450.00	252,450.00	71,783.86	(180,666.14)	28.43	275,032.44
610-49750-102 FULL-TIME EMPLOYEES - OVERTIME	7,891.00	7,891.00	1,017.39	(6,873.61)	12.89	1,609.68
610-49750-103 PART-TIME EMPLOYEES - REGULAR	176,000.00	176,000.00	39,849.99	(136,150.01)	22.64	154,025.26
610-49750-106 PART-TIME EMPLOYEES - OVERTIME	1,200.00	1,200.00	436.80	(763.20)	36.40	221.88
610-49750-110 HOURS WORKED HOLIDAY	10,000.00	10,000.00	4,579.60	(5,420.40)	45.80	9,786.58
610-49750-121 PERA (EMPLOYER)	34,480.00	34,480.00	8,825.11	(25,654.89)	25.59	30,710.45
610-49750-122 FICA/MEDICARE (EMPLOYER)	35,169.00	35,169.00	8,795.51	(26,373.49)	25.01	31,233.30
610-49750-131 MEDICAL/DENTAL/LIFE (EMPLOYER)	69,692.00	69,692.00	22,606.56	(47,085.44)	32.44	66,084.12
610-49750-132 LONGEVITY PAY	12,185.00	12,185.00	.00	(12,185.00)	.00	.00
610-49750-133 INSURANCE DEDUCTIBLE CONTRIB	4,800.00	4,800.00	224.58	(4,575.42)	4.68	3,415.04
610-49750-151 WORKERS' COMPENSATION PREMIU	30,273.00	30,273.00	2,977.20	(27,295.80)	9.83	9,925.13
610-49750-153 UNEMPLOYMENT COMPENSATION	250.00	250.00	.00	(250.00)	.00	.00
610-49750-154 HRA/FLEX FEES	325.00	325.00	105.45	(219.55)	32.45	293.50
TOTAL PERSONAL SERVICES	634,715.00	634,715.00	161,202.05	(473,512.95)	25.40	582,337.38
<i>SUPPLIES</i>						
610-49750-201 OFFICE SUPPLIES - ACCESSORIES	3,000.00	3,000.00	276.42	(2,723.58)	9.21	2,688.01
610-49750-210 MISCELLANEOUS OPER SUPPLIES	22,660.00	22,660.00	4,524.59	(18,135.41)	19.97	15,641.66
610-49750-220 MAINTENANCE & REPAIR SUPPLIES	25,215.00	25,215.00	5,352.57	(19,862.43)	21.23	32,062.64
610-49750-240 SMALL TOOLS AND MINOR EQUIPME	5,000.00	5,000.00	674.20	(4,325.80)	13.48	726.74
610-49750-251 PURCHASES - LIQUOR	1,462,500.00	1,462,500.00	373,138.46	(1,089,361.54)	25.51	1,458,140.70
610-49750-252 PURCHASES - BEER	2,119,500.00	2,119,500.00	468,106.07	(1,651,393.93)	22.09	2,060,088.13
610-49750-253 PURCHASES WINE	568,000.00	568,000.00	151,377.49	(416,622.51)	26.65	623,989.86
610-49750-259 PURCHASES - MISCELLANEOUS	139,400.00	139,400.00	57,034.61	(82,365.39)	40.91	256,881.55
610-49750-260 FREIGHT & DRAY	39,000.00	39,000.00	10,379.82	(28,620.18)	26.61	36,135.95
TOTAL SUPPLIES	4,384,275.00	4,384,275.00	1,070,864.23	(3,313,410.77)	24.43	4,486,355.24
<i>OTHER SERVICES & CHARGES</i>						
610-49750-304 MISC PROFESSIONAL SERVICES	2,500.00	2,500.00	.00	(2,500.00)	.00	750.00
610-49750-313 IT MGMT & BACKUP	4,000.00	4,000.00	1,332.60	(2,667.40)	33.32	2,709.72
610-49750-321 TELEPHONE/CELLULAR PHONES	11,000.00	11,000.00	1,257.72	(9,742.28)	11.43	9,136.15
610-49750-331 TRAVEL/MEALS/LODGING	200.00	200.00	.00	(200.00)	.00	.00
610-49750-334 MILEAGE REIMBURSEMENT	500.00	500.00	.00	(500.00)	.00	478.50
610-49750-340 ADVERTISING	40,000.00	40,000.00	6,779.11	(33,220.89)	16.95	40,689.97
610-49750-341 WINE TASTING EVENT COSTS	5,000.00	5,000.00	.00	(5,000.00)	.00	3,000.24
610-49750-360 INSURANCE AND BONDS	16,000.00	16,000.00	.00	(16,000.00)	.00	13,583.59
610-49750-381 ELECTRIC UTILITIES	26,000.00	26,000.00	3,772.57	(22,227.43)	14.51	25,402.89
610-49750-382 WATER/WASTEWATER UTILITIES	1,200.00	1,200.00	350.89	(849.11)	29.24	1,110.10
610-49750-383 GAS UTILITIES	1,700.00	1,700.00	419.42	(1,280.58)	24.67	1,474.30
610-49750-384 REFUSE HAULING	1,500.00	1,500.00	1,245.48	(254.52)	83.03	1,279.85
TOTAL OTHER SERVICES & CHARG	109,600.00	109,600.00	15,157.79	(94,442.21)	13.83	99,615.31

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 610 - LIQUOR STORE FUND

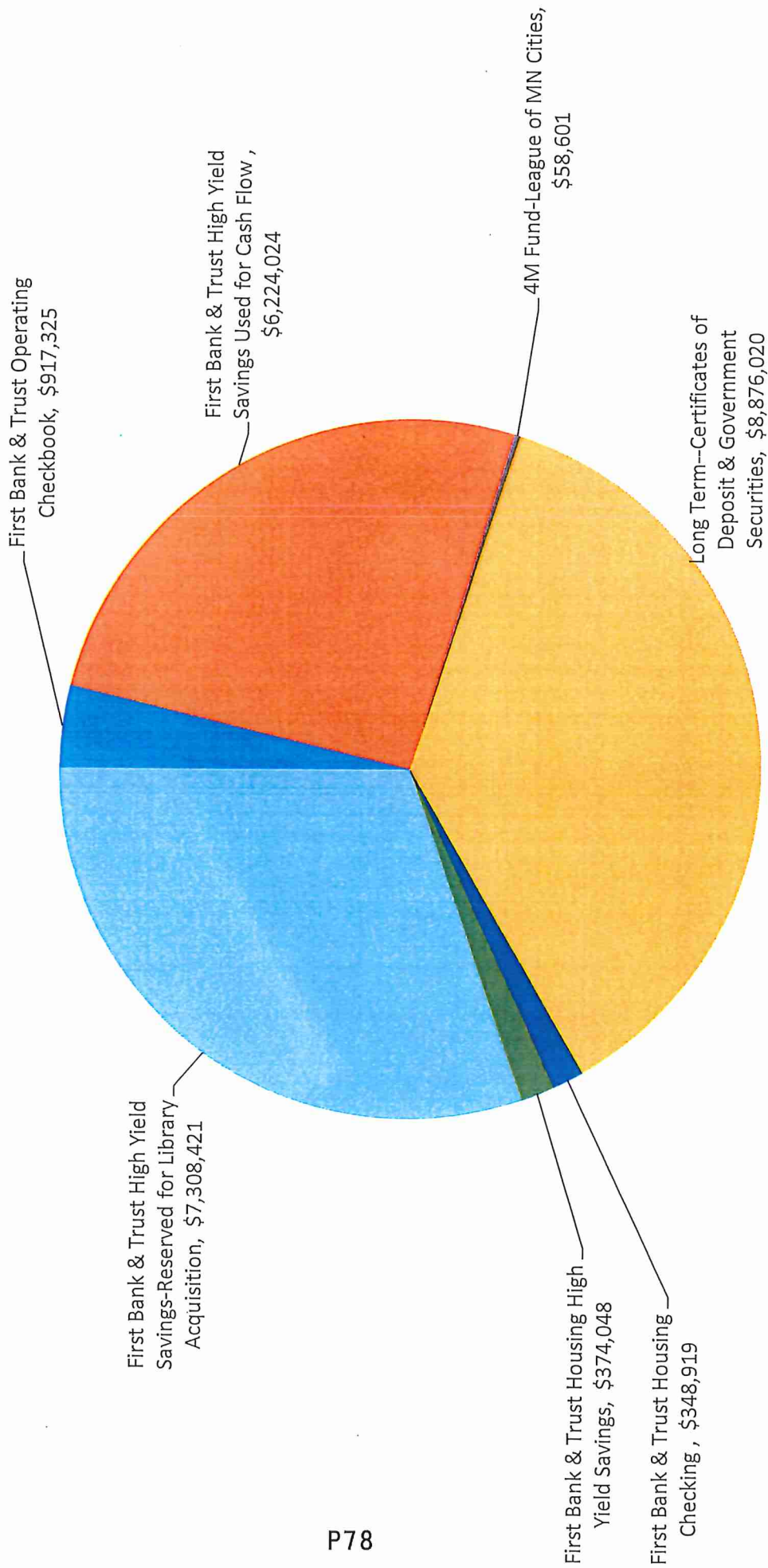
	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>MISCELLANEOUS</i>						
610-49750-405 JANITOR SERVICES	7,000.00	7,000.00	1,310.49	(5,689.51)	18.72	5,021.40
610-49750-420 DEPRECIATION	70,000.00	70,000.00	.00	(70,000.00)	.00	57,437.83
610-49750-430 FISCAL/BANK/MISCELLANEOUS CHG	140,000.00	140,000.00	31,261.71	(108,738.29)	22.33	130,636.22
610-49750-433 DUES AND SUBSCRIPTIONS	4,200.00	4,200.00	.00	(4,200.00)	.00	4,142.00
610-49750-440 MEETINGS AND SCHOOLS	3,000.00	3,000.00	440.00	(2,560.00)	14.67	2,394.00
610-49750-453 TAXES AND LICENSES	250.00	250.00	.00	(250.00)	.00	200.00
610-49750-461 LOTTERY SWEEP	50,000.00	50,000.00	9,758.65	(40,241.35)	19.52	45,555.50
610-49750-475 LOTTERY PAID OUT	30,000.00	30,000.00	9,820.00	(20,180.00)	32.73	41,274.30
610-49750-489 CONTRACT MAINTENANCE	5,000.00	5,000.00	721.56	(4,278.44)	14.43	3,885.52
<i>TOTAL MISCELLANEOUS</i>	<u>309,450.00</u>	<u>309,450.00</u>	<u>53,312.41</u>	<u>(256,137.59)</u>	<u>17.23</u>	<u>290,546.77</u>
<i>TRANSFERS</i>						
610-49750-720 TRANSFERS OUT - OPER TRANSFER	400,000.00	400,000.00	.00	(400,000.00)	.00	549,000.00
<i>TOTAL TRANSFERS</i>	<u>400,000.00</u>	<u>400,000.00</u>	<u>.00</u>	<u>(400,000.00)</u>	<u>.00</u>	<u>549,000.00</u>
TOTAL LIQUOR STORE	<u><u>5,838,040.00</u></u>	<u><u>5,838,040.00</u></u>	<u><u>1,300,536.48</u></u>	<u><u>(4,537,503.52)</u></u>	<u><u>22.28</u></u>	<u><u>6,007,854.70</u></u>

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2020

FUND 610 - LIQUOR STORE FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	5,838,040.00	5,838,040.00	1,300,536.48			6,007,854.70
NET REVENUES OVER EXPENDITURE	.00	.00	128,962.19			96.37

City of Cambridge Cash & Investment Summary 3-31-2020



City of Cambridge		
General Fund Park Expenses		
on Park Specific Basis		
Name of Park		Costs 1/1/2020-3/31/2020
City Park		\$2,306.67
Ice Rink		\$41,029.80
Sandquist Park		\$3,612.16
Central Greens		\$490.62
Brown Park		\$130.21
Peterson Park		\$390.62
Pioneer Park		\$390.62
Water Tower Park		\$130.21
Preserve Park		
Dog Park		\$1,385.29
Honeysuckle Park		\$130.21
Parkwood Park		\$130.21
Not Location Specific Expense		\$8,293.39
Total		\$58,420.01
Difference		\$0.00
Total Per General Ledger		\$58,420.01
Notes:		
Generally, salaries are allocated to each park based on a time estimate received from our Public Works Director. During the year, as the seasons change, the allocations change to reflect current park activity.		
Not location specific expenses includes things that would be too difficult to allocate to a specific park like park liability insurance, gas for park vehicles, small tools, vehicle repairs, and park commission expense.		

Prepared by: Caroline Moe, Director of Finance

BACKGROUND

The City of Cambridge Police Department has received restricted donations from Kohl's, Clayton Buzzell, City Center Market, Minnco Credit Union, Lee Hanson and anonymous donors—see attached resolution for details. As required by MN State Statute, restricted donations must be officially accepted by the City Council and thus we are including it for action on this agenda.

COUNCIL ACTION

Officially accept the donations by approving the attached resolution.

Attachments

Resolution No. R20-035

RESOLUTION NO. R20-035

*Resolution Accepting Restricted Donations
to the City of Cambridge Police Department*

WHEREAS, an anonymous donor has donated 25 N95 masks to the Cambridge Police Department for their use;

WHEREAS, Kohl's has donated masks and disposable gowns to the Cambridge Police Department for their use;

WHEREAS, Clayton Buzzell has donated seventeen \$10 gift cards to a local restaurant for on-duty police officers to use in appreciation for their service;

WHEREAS, an anonymous donor has donated hand sanitizer to the Cambridge Police Department for their use;

WHEREAS, City Center Market has donated hand sanitizer to the Cambridge Police Department for their use;

WHEREAS, Minnco Credit Union has donated food to the Cambridge Police Department for their use;

WHEREAS, Lee Hanson has donated food to the Cambridge Police Department for their use;

NOW THEREFORE, BE IT RESOLVED by the City Council of Cambridge, Minnesota, that the donations detailed above are hereby received and accepted for the purposes as described above.

Adopted this 4th day of May, 2020.

James Godfrey, Mayor

ATTEST:

Linda J. Woulfe, City Administrator

Mutual Aid Agreement Between

The City of North Branch And The City of Cambridge

Purpose

This agreement is made pursuant to Minnesota Statutes §471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions.

Definitions

1. "Party" means a political subdivision.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a party that requests assistance from other parties.
4. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
5. "Responding Party" means a party that provides assistance to a Requesting Party.
6. "Assistance" means:
 - Public Works personnel and equipment
 - Fire and/or emergency medical services personnel and equipment
 - Law enforcement personnel and equipment
 - Utility personnel and equipment
 - Other personnel and equipment as may be needed to effectively respond to a natural disaster or other emergency.

Procedure

- A. **Request for assistance.** Whenever, in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.
- B. **Response to request.** Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the responding party and the availability of resources.

- C. **Recall of Assistance.** The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
- D. **Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.

Workers' compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Damage to equipment

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Liability

- A. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of the Requesting Party.
- B. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this agreement.
- C. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.
- D. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

E. No party to this agreement or any officer of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.

Charges to the Requesting Party

Subd. 1. No charges will be levied by a Responding Party to this agreement for assistance rendered to a Requesting Party under the terms of this agreement unless that assistance continues for a period of more than 24 hours. If assistance provided under this agreement continues for more than 24 hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial 24 hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing the assistance for that amount.

Subd. 2. Such charges are not contingent upon the availability of federal or state government funds.

Duration

This agreement will be in force for a period of five (5) years from May 1, 2020 through April 30, 2024. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party or parties to the agreement.

Execution

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

On behalf of the City of North Branch

On behalf of the City of Cambridge

Jim Swenson, Mayor

James A. Godfrey, Mayor

Renaë Fry, City Administrator

Lynda J. Woulfe, City Administrator

Appendix A – City of Cambridge Fee Schedule

Police Equipment	Hourly Rate
Officer & Squad Car	\$75.00
Officer (no car)	\$50.00

Fire Equipment	Fire Hourly Rate
Aerial Truck	\$130.00
Pumper	\$100.00
Tender	\$75.00
Grass Rig	\$50.00
Firefighters	\$15.00 per FF

Public Works Charges

Department	Equipment Type	Per Hour
Public Works	Labor Rate – Regular Time	\$42.00
Public Works	Labor Rate – Over Time	\$63.00
Public Works	Wheel Loader	\$90.00
Public Works	Wheel Loader w/Snow Go Blower	\$130.00
Public Works	Dump Truck	\$85.00
Public Works	Street Sweeper	\$85.00
Public Works	Bucket Truck (two people required per OSHA)	\$90.00 plus labor rate
Public Works	Flail Mower	\$65.00
Public Works	Progressive Mower	\$65.00
Public Works	One-ton truck	\$65.00
Public Works	Weed Whip	\$45.00
Public Works	Vac Con Sewer Cleaning Truck (two people required per OSHA)	\$95.00

Appendix B - City of North Branch Fee Schedule

Police Equipment	Hourly Rate
Officer (includes Squad Car)	\$65.00
Fire Equipment	Fire Hourly Rate
Aerial Truck	\$130.00
Pumper	\$100.00
Tender	\$75.00
Grass Rig	\$50.00
Firefighters	\$15.00 per FF
Public Works Charges	
Air Compressor Rental w/ Labor	\$100.00/Hr
Asphalt Patching	\$200.00/20 Sq Ft
Grader Rental	\$130.00 /Hr
Leaf Pick-up Rental	\$250.00 /Hr
Leaf Truck Material	\$30.00 per Load
Loader Rental	\$150.00 /Hr
Mailbox Post	\$78.00
Mowing & Sidewalk Clearing	\$100.00/Hr
Pickup Truck Rental	\$50.00/Hr
Portable Generator Rental	\$150.00/Hr
Public Works Labor	\$50.00/Hr
Salt	\$135.00/Ton
Salt Sand - 3:1 Mix	\$80.00/Ton
Septage Dumped at Sewer Plant	\$50.00 per 1,000 Gallons
Sewer Jetter Rental	\$200.00/Hr
Skid steer Rental	\$100.00/Hr
Snow Plowing	\$135.00/Hr
(Tandem Axle, Single Axle, Grader or Loader)	
Street Sign	Cost of Sign Plus 20%
Street Sign with Installation	\$65.00/Sign + Cost of Sign & Materials
Street Sweeper Rental	\$200.00/Hr
Tractor Rental	\$125.00/Hr
Truck Rental - Single Axle	\$85.00/Hr
Truck Rental - Tandem Axle	\$95.00/Hr
Water Tanker Truck w/1,250 Gal Water plus cost of water	\$85.00/Hr

MAINTENANCE/ MECHANIC AGREEMENT

Between



**International Union of Operating Engineers Local 49
AFL-CIO**



Dates: January 1, 2020 - December 31, 2022

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AGREEMENT

ARTICLE 1. PURPOSE.

It is the purpose and intent of this Agreement to achieve and maintain sound, harmonious and mutually beneficial working and economic relations between the parties hereto; to establish an equitable and peaceful procedure for the resolution of differences and to establish rates of employment; and to set forth herein the complete rates of pay, hours of work and other terms and conditions of employment.

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding unless executed in writing by the parties hereto.

ARTICLE 2. AGREEMENT.

This Agreement is made and entered into by the parties as provided herein below for the period of January 1, 2020 to December 31, 2022 between the City of Cambridge (hereinafter referred to as the "Employer"), and the International Union of Operating Engineers (hereinafter referred to as the "Union").

ARTICLE 3. RECOGNITION.

The Employer recognizes the Union as the certified exclusive bargaining representative for the employees as shown by Exhibit "A" pursuant to Minnesota Statutes §179A.03, subdivision 8 as certified by the Bureau of Mediation Services on April 3, 2020 (BMS Case Number 20PTR2355). This does not include supervisors, office staff, professional staff, administrative staff, temporary employees, seasonal employees, or any other City employees.

ARTICLE 4. DURATION AND EFFECTIVE DATES.

This Agreement shall be effective as of the 1st day of January 2020 and shall remain in full force and effect to and including the 31st day of December 2022, subject to the right on the part of the Employer or the Union to open this Agreement by written notice to the other party not later than ninety (90) days prior to the expiration of this Agreement.

Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year. Unless mutually agreed by the parties to the contrary, a first meeting shall be held no later than sixty (60) days after such notification. It is mutually agreed that both parties shall be in receipt of those sections to be revised, and the proposed revisions and/or any additions to the Agreement, no later than ten (10) calendar days before such first meetings. Further, it is agreed by both parties that in the event of such notice, each Article of this Agreement not referred to in such notice shall remain in full force and effect throughout the subsequent Agreement year(s).

ARTICLE 5. TERMS AND CONDITIONS.

This Agreement defines the terms and conditions of employment for the parties as provided in Article

2 above. The right to employ, promote, discipline, or discharge employees shall be vested in the Employer, subject only to such limitations as are contained in this Agreement.

Definitions.

Day(s): Working days (Monday through Friday).

Employer: City of Cambridge, Minnesota

Seniority: Seniority shall mean an employee's continuous length of service with the Department since his/her last date of hire. Seniority shall be prorated based upon 2080 hours per year. Overtime will not result in added seniority.

Temporary/Seasonal Employee: Temporary/Seasonal employees are defined as employees who are temporary or seasonal in character and:

(1) are not for more than 67 working days in any calendar year; or

(2) are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in educational institution prior to being hired by the employer.

Union: The International Union of Operating Engineers, Local No. 49, ALF-CIO

ARTICLE 6. SUCCESSOR CLAUSE.

This Agreement shall be binding on the City of Cambridge and any company, corporation, firm or person with which the City of Cambridge may enter into any agreement to sell, assign, lease or otherwise covered by this Agreement, or of the control, operation or assets thereof.

ARTICLE 7. SAVINGS CLAUSE.

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.

ARTICLE 8. PAYROLL DEDUCTION FOR DUES.

The Employer shall, upon written authorization from the individual employee, after the date of this Agreement, deduct from the pay of such employee the regular monthly Union membership dues and remit the same to the duly authorized representative of the Union. The Union will indemnify, defend and hold the Employer harmless against any claim(s) made and against any lawsuit(s) instituted regarding payroll deductions for dues.

Effective May 5, 2020 the Employer will, upon written notification of the individual employee, deduct from the pay of such employee the working dues assessment. These dues will be deducted at ten

cents (\$.10) per hour, not to exceed 40 hours per week. All money collected by the Employer, as provided here, shall be remitted, along with the reporting form which states the employee's name, last four digits only of social security number, hours worked, and amount of working dues owed, to Local 49's office located at 2829 Anthony Lane South, Minneapolis, Minnesota 55418, not later than the 15th day of the month following the month in which deductions were made.

ARTICLE 9. MANAGEMENT RIGHTS.

The Employer retains the full and unrestricted right to operate and manage all personnel, facilities and equipment; to establish functions and programs and levels of services to be provided; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel, including the right to employ and fire any number of employees, full-time or part-time, who do not qualify for recognition under Article 3; to determine whether services should be provided or purchased; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with the discretion of the Employer to modify, establish or eliminate.

ARTICLE 10. GRIEVANCES.

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

STEP 1:

Whenever any employee or group of employees have a grievance, the employee(s) shall meet on an informal basis with the employee's immediate supervisor in an attempt to resolve the grievance within ten (10) days after the grievance occurred, or ten (10) days after the employee(s), through the use of the reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within ten (10) days of receipt of the written grievance, serve his answer upon the exclusive representative.

If the grievance involves and affects more than five (5) employees, the grievance must be reduced to writing by the exclusive representative and served upon the Public Works Director within ten (10) days after the grievance, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The Employer shall within ten (10) days serve the Employer's answer upon the exclusive representative.

STEP 2:

The Public Works Director shall meet with the exclusive representative within ten (10) days after receipt of the written grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within ten (10) days of the first Step 2 meeting, the exclusive representative, if he elects to proceed with the grievance, must proceed with Step 3 by serving a proper notification on the Employer. The notification shall contain a concise statement indicating the intention of the party to

proceed with the grievance, and outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

STEP 3:

The Employer, its chief administrator, or its special representative, shall meet with the designated official or the exclusive representative within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step 2. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step 2.

STEP 4:

The use of the Bureau of Mediation Services for mediation is permissible by mutual consent of the parties. Use of a mediator freezes the timeline for filing for arbitration. If mutual consent is not given, the grievance may move to Step 5.

STEP 5:

The Employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the employee representatives are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. This list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on whom shall strike the first name, the question shall be decided by the flip of the coin. Each party shall be responsible for equally compensating the arbitrator for the arbitrator's fee and necessary expenses. The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated there under. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

The grievance process involving the Employer and employees shall occur during the normal workday whenever possible and employees shall not lose wages because of their necessary participation, unless they were otherwise not scheduled to work.

The parties, by mutual written agreement, may waive any step and extend any time limit in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the Employer, shall constitute a denial of the grievance as outlined in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision of paragraph thereof under different circumstance.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and Union, and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

ARTICLE 11. DISCIPLINE/DISCHARGE OF EMPLOYEES.

Section 1. Non-probationary employees shall be disciplined or discharged only for just cause. Discipline by the Employer will be in one or more of the following forms, to be determined solely at the discretion of the Employer:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; and/or
- e. discharge.

This Employer believes in progressive discipline in order to coach and correct behavior. However, this does not constitute a progressive discipline policy.

The Union shall have the right to challenge the propriety of the discipline or discharge of any employee and a settlement of the matter shall be made in accordance with Article 10, Grievances.

Section 2. An Employee who is to be suspended, demoted or discharged shall receive a written statement of cause of the suspension, demotion or discharge within 72 hours after the action has been taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the employee is demoted. The Union shall be provided with a copy of each such notice.

Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee.

Such signature shall not be an admission of guilt, but only an acknowledgment of receipt, and the employee shall have the opportunity to attach a response to the reprimand or notice to the copy in the employee's personnel file within one week after receipt of the Employer's written statement of cause for the written reprimand, suspension, demotion or discharge.

The employee will receive a copy of such reprimands and/or notices. Upon written request of the employee, a written reprimand shall be removed from the employee's personnel record if no further disciplinary action has been taken against the employee within one (1) year following the date of the reprimand, or if no disciplinary action has been taken against the employee for the same or related offenses within three (3) years following the date of the reprimand.

Section 4A. Employees shall have the opportunity to request to have a representative present when being questioned regarding a possible disciplinary action.

Section 4B. If an investigation is not commenced during the shift when the complaint is received, the employee shall still have an opportunity to request a representative.

Section 5. Employees may not be suspended without pay for more than thirty (30) working days at a time. Suspended employees will not accrue sick leave, but shall accrue vacation while under suspension.

Section 6. Employees may examine their own individual personnel files as provided by Minnesota law, specifically, Minn. Stat. 181.960 and 181.961. Only one personnel file shall be kept on each employee.

Section 7. Grievances relating to this Article may be initiated by the Union in Step 2 of the grievance procedure.

ARTICLE 12. STRIKES AND LOCKOUTS.

The Union, its officers or agents, or any of the employees covered by this Agreement, shall not cause, instigate, encourage, condone, engage in or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the faithful and proper performance of the duties of employment, regardless of the reason for so doing; except as may be provided under M.S. 179A.18.

In the event the Employer notifies the Union that an employee may be violating this Article, the Union shall immediately notify such employee in writing of the Employer's assertion and the provision of this Article. Any employee who violates this Provision may be subject to disciplinary action up to and including discharge. The Employer will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 13. SENIORITY.

Section 1. Definition.

Seniority shall mean an employee's continuous length of service with the Department since his/her last date of hire. Seniority shall be prorated based upon 2080 hours per year. Overtime will not result in added seniority.

An employee's continuous service record shall be broken only by separation from service by reason of resignation, discharge for cause, retirement, death, or leave of absence without pay.

The Employer and Union shall prepare a seniority list to be submitted to the Employer for approval and posting. Seniority shall be the basis for determining longevity for all purposes.

Section 2. Lay Offs.

Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force may be reduced based upon job classification. Job classifications for purposes of layoff are:

Maintenance Worker
Mechanic

If an employee being laid off has more seniority than another employee in a different classification, the more senior employee may bump the less senior person in the different classification provided they meet the Minimum Qualifications for the position as outlined in the job description for that position.

An employee on lay off shall have an opportunity to return to work within twelve (12) months of the time of the employee's lay off before any new employee who qualifies for recognition under Article 3 is hired. Recalled employees shall have fourteen (14) calendar days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

Section 3. Probationary Employees.

During the probationary period, a newly hired employee may be disciplined, demoted or discharged at the sole discretion of the Employer. The probationary period shall be one (1) year for new employees and promoted employees. After six months of employment in a new position the employee shall receive a 6-month evaluation performed by the Employee's department head. If the department head is satisfied that the Employee is satisfactorily performing all job functions, the department head may recommend to the City Administrator that the employee's learning and evaluation period be ended. The decision of the City Administrator to end the learning and evaluation period or to require the full learning and evaluation period is final.

Section 4. Promotions.

A promoted employee will be returned to his/her previous position at the employee's request, or at the request of the Employer, during the first six months in the new position. An employee who has been promoted to a position outside the bargaining unit shall retain bargaining unit seniority for six

months following such promotion. No bargaining unit seniority shall accrue while a person is employed in a non-bargaining unit position.

Permanent job vacancies, or newly created positions within the bargaining unit, shall be filled based on the concept of promotion from within, with seniority being the determining factor, provided that applicants:

- Have the necessary job qualifications, including but not limited to, requisite degrees, certification, and licensing to meet the standards of the job vacancy; and
- Have the ability to perform duties and responsibilities of the job vacancy.

Vacancies for newly created positions shall be posted for fifteen (15) working days.

ARTICLE 14. MILITARY LEAVE.

The City shall comply with the minimum requirements imposed by the laws of the State of Minnesota, Section 192.261 and any future amendments thereto, and the laws of the United States. Military leaves shall not count against an employee's vacation time.

ARTICLE 15. WORKER'S COMPENSATION.

Any worker's compensation benefits will be paid pursuant to Minnesota law.

ARTICLE 16. LEAVES OF ABSENCE.

Section 1. Jury Duty.

If an employee is called for jury duty or subpoenaed to testify in court, that employee is expected to attend as a civic duty. The Employer will continue the employee's salary, less the amount of the jury/witness payment, during such service. The employee may retain any mileage allowance paid by the entity requiring jury duty or subpoena to testify in court. Employer will not pay for any such mileage incurred for jury or witness duty of the employee. Any employee called for jury or witness duty must notify the Public Works Director as far in advance as possible of any such notice of jury or witness duty.

Section 2. Leaves Without Pay.

Employees may request a leave of absence without pay to allow for time away from work if all vacation and sick leave has been exhausted. Leave without pay is discretionary leave and will either be approved or denied by management. Each leave without pay request will be considered independently of other requests because the circumstances for leave without pay requests will vary from employee to employee. The Public Works Director may authorize leave without pay, and it may not exceed a period of ninety (90) days, except in extraordinary circumstances. Vacation benefits, sick days, and seniority will not accrue during this time.

Section 3. Family Medical Leave.

The Employer will comply with applicable state and federal statutes. (For a summary see the City of

Cambridge Personnel Policy, Section 25) Extensions may be granted only by agreement with the City Administrator.

Section 4. Funeral Leave.

Employees with a death in their immediate family (Mother, father, husband, wife, son, daughter, brother, sister, son-in law, daughter-in-law, grandchild or grandparent of the employee or employee's spouse) may take up to 3 days (Paid) funeral leave. Funeral leave taken shall be deducted from the employee's sick leave. If the employee does not have an adequate accumulation of sick leave, the leave may be taken without pay.

ARTICLE 17. VACATION.

Section 1. Full-time employees hired before 01-01-2017 shall be eligible to earn vacation leave in accordance with the following schedule.

Years of Service:	Accumulation Per Pay Period
0 through 1 year	2.31 hours each 2 weeks of work (1 ½ weeks annually)
2 through 5 years	3.08 hours each 2 weeks of work (2 weeks annually)
6 through 9 years	4.62 hours each 2 weeks of work (3 weeks annually)
10 through 14 years	6.16 hours each 2 weeks of work (4 weeks annually)
15+ years	7.69 hours each 2 weeks (5 weeks annually)

For Full-Time Employees hired after 01-01-2017:

Years of Service:	Accumulation Per Pay Period
0 through 1 year	2.31 hours each 2 weeks of work (1 ½ weeks annually)
2 through 5 years	3.08 hours each 2 weeks of work (2 weeks annually)
6 through 9 years	4.62 hours each 2 weeks of work (3 weeks annually)
10+ years	6.16 hours each 2 weeks (4 weeks annually)

Employees should be encouraged to take vacations on a regular basis; however, employees shall be allowed to accumulate up to a maximum of 240 hours vacation leave. Once an employee hits the 240 hour maximum, no additional vacation leave will be earned until the balance falls below 240 hours.

Section 2. Vacation requests shall be made to the Public Works Director or person in charge of scheduling, at least two (2) weeks in advance. A vacation request for one to three days will require only 48 hours' notice. In case of one-day vacation requests, the Employer does reserve the right to deny if it cannot be accommodated due to department needs. If conflicting requests cannot be granted due to Department needs, seniority shall prevail.

ARTICLE 18. EMPLOYEE COMPENSATION AND BENEFITS.

Section 1. Wage Schedule - Maintenance Worker/Mechanic

The wage step schedule effective January 1 of each year for maintenance worker, mechanic, and lead mechanic is:

Lead Mechanics Step Schedule (2.75 COLA from pay study and then 2.75 for 2021 and 2022):

	Beginning	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
2020	\$25.91	\$26.82	\$27.75	\$28.73	\$29.74	\$30.77	\$31.85	\$32.96	\$34.11	\$34.80
2021	\$26.63	\$27.56	\$28.52	\$29.52	\$30.55	\$31.62	\$32.73	\$33.87	\$35.05	\$35.75
2022	\$27.36	\$28.31	\$29.30	\$30.33	\$31.39	\$32.49	\$33.63	\$34.80	\$36.02	\$36.74

Mechanics Step Schedule (2.75 COLA from pay study and then 2.75 for 2021 and 2022):

	Beginning	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
2020	\$24.33	\$25.18	\$26.06	\$26.97	\$27.92	\$28.89	\$29.90	\$30.95	\$32.04	\$32.68
2021	\$25.00	\$25.88	\$26.77	\$27.71	\$28.68	\$29.69	\$30.72	\$31.80	\$32.92	\$33.58
2022	\$25.69	\$26.59	\$27.51	\$28.48	\$29.47	\$30.50	\$31.57	\$32.67	\$33.82	\$34.50

Maintenance Worker Step Schedule (2.75 COLA from pay study and then 2.75 for 2021 and 2022):

	Beginning	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
2020	\$22.84	\$23.64	\$24.48	\$25.33	\$26.21	\$27.13	\$28.08	\$29.07	\$30.09	\$30.69
2021	\$23.47	\$24.29	\$25.15	\$26.02	\$26.93	\$27.87	\$28.85	\$29.87	\$30.91	\$31.53
2022	\$24.11	\$24.96	\$25.84	\$26.74	\$27.67	\$28.64	\$29.65	\$30.69	\$31.76	\$32.40

Implementation of Pay Plan and Step Placement effective January 1, 2020:

Employee Name	Grade	Step	Wage
Jerry Olson	7	9	\$30.69
Steve Dryden	7	9	\$30.69
Heath Halverson	7	9	\$30.69
Doug Vellenga	7	9	\$30.69
Brad Reents	7	9	\$30.69
Ed Raati	7	9	\$30.69
Cory Melland	7	8	\$30.09
Dan Collison	8	7	\$30.95
Allan Carlson	9	7	\$32.96

To implement the Play Plan, employees will be placed on the above grades and step effective January 1, 2020. Movement to the next step on the pay schedule will happen on the employee's anniversary date.

WORK DAY FOR WEEKENDS: 8 hours per day, for up to 8 hours per day. Scheduling is to be determined by management.

COMPENSATION TIME

An Employee who is eligible for overtime pay under any provision of this Agreement may request compensatory time instead of overtime pay. The approval of such requests shall be at the sole

discretion of the Employer. Compensatory time will not be approved by the Employer once an Employee has accumulated 60 hours of compensatory time. At the end of the year if there is a comp time balance it will be paid down to 40 hours with the last payroll of the year at straight time since the time was already compounded when the hours were put into the compensatory time balance.

LONGEVITY PAY

.0025 x base wage x years of service (years of service is capped at 25 years for this formula). Longevity will be calculated from the date of hire.

Central Pension Fund

Employer will contribute \$1.00 per hour not to exceed 2080 hours per year per union employee covered by this bargaining agreement.

Compensation for Call In

Two (2) hours overtime minimum pay per call in. Holidays call-in will be compensated at three (3) times straight-time pay rate. Management reserves the right to refuse pay for second call in for repeat problem. This would be reviewed with employee. This does not apply to a general snowplowing routes.

Section 2. Pay Procedures.

a. Pay Day. All employees shall be paid every other Friday, for a total of 26 paydays in one calendar year. When a payday falls on a holiday, an employee shall receive their pay the preceding workday.

b. Overtime. The normal work week for all employees is 40 hours. The normal work day shall be either an eight or ten consecutive hour shift between the hours of 6:00 am - 6:00 pm. If the shift is an eight-hour shift, it will be for five consecutive days (Monday-Friday). If the shift is a ten-hour shift, it will be for four consecutive days (either Monday-Thursday or Tuesday-Friday). Management will determine the number of eight or ten hour shifts and establish employees' schedules on an annual basis. Changes to the schedule, if required, will be posted two weeks in advance.

Overtime will be paid at one and one-half times the regular hourly rate for any time worked in excess of 40 hours per week. No employee shall receive overtime pay unless prior authorization is obtained from the employee's immediate supervisor or the Public Works Director for any time worked above and beyond 40 hours in any week. Comp time will be at a rate of 1 ½ hours for each hour worked beyond 40 hours in any week.

Comp time in lieu of overtime for weekend work can be accrued for up to a cap of 40 hours. Comp time will be at a rate of 1 ½ hours. Approval may be denied for scheduling reasons.

c. PERA. Employees have PERA and FICA deducted from their salary.

Section 3. Holidays.

The following calendar days, and such other days as the Council may schedule, are paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans' Day
Fourth Thursday and Friday in November	Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day
Two Floating Holidays	

Department employees may be required to work on holidays. Any employee required to work on holidays shall be paid at double-time in addition to holiday pay. Any employee having the holiday off as a regularly scheduled day off shall receive another eight hours off for that day.

Section 4. Sick Days.

Rate of accrual: Full-time employees shall earn sick leave at the rate of 3.69 hours for each 2 weeks (1 day per calendar month) of service. If you are unable to work for a period of time due to illness or injury, the City will pay for the days of your absence provided you have accumulated sick leave. Employees are encouraged to use sick leave only when necessary, as this time may be needed to see you through an extended illness.

There is no limit on the amount of sick leave accrual.

ARTICLE 19. SEVERANCE PAY

Upon termination of employment, an employee with at least 10 years of employment with the City of Cambridge who leaves employment in good standing shall be eligible to receive 50% of a maximum of 200 unused sick leave hours as severance pay upon termination of employment.

For an employee that is retiring (will be receiving a pension from PERA or Social Security) and is in good standing shall be eligible to receive 75% of a maximum of 800 unused sick leave hours as severance pay upon retirement. Employees must participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, §352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's post-employment health care savings plan account. 100% of the employee severance payment must be payable to a health care savings plan through the Minnesota State Retirement System.

ARTICLE 20. SAFETY.

The Employer will attempt to provide safe working conditions for its employees, and the employees are required to beware of, know the use of, and will use all safety equipment furnished to them by

the Employer. All necessary safety equipment and uniforms will be provided by the Employer for the employees.

When purchasing safety shoes/boots, employees are required to seek prior approval for any purchase that will exceed \$200 per pair of shoes/boots. Management may deny the request and direct the employee to find a different pair of shoes/boots unless there is a medical reason for the purchase.

Employees who are off at the time of a safety meeting will be paid their regular straight-time rate for attendance at such meetings.

ARTICLE 21. INSURANCE.

Employer contributes to the following insurance coverage for each of its full-time employees:

- 1) Medical
- 2) Dental
- 3) Life

The employer will pay 90% of the premium and the employee will pay 10% of the premium. The insurance plan provided will at a minimum be a high-deductible plan with maximum deductibles of \$1,000 per individual and \$2,500 per family. The health insurance plan will pay co-insurance claims at 80% plan pay/20% employee pay for in-network providers and 60% plan pay/40% employee pay for out-of-network providers (does not include inpatient out-of-network providers), provided that the plan may, at the Employer's discretion, pay greater percentages for certain coverages or procedures.

The Employer and Union agree that the above language, establishing minimum requirements, and giving the Employer discretion to provide a greater level of benefits, constitutes the Union's consent to any change in the aggregate value of health insurance under Minn. Stat. § 471.6161, so long as the base required deductibles/percentages are provided. The City will establish a fund of up to \$1,200 per employee for 2020, 2021, and 2022 to assist the employee's payment of the medical insurance deductible cost.

If the City utilizes the Union's insurance plan for union and non-union employees, the terms of the Trust agreement establishing the Health and Welfare Fund is hereby incorporated as part of the bargaining agreement. If the City decides to terminate coverage under the Union's insurance plan, the Trust Agreement is removed from the bargaining agreement. The Trust Agreement cannot define the percentage of premium paid by union or non-union members. The percentage of premium paid is defined by the union contract language.

The Employer agrees to pay premiums to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions.

ARTICLE 22. LUNCH HOUR AND BREAKS.

Each employee shall receive two 15-minute breaks with pay, and one lunch break of one-half hour without pay, for each 8-hour shift. Each employee must take one of the 15-minute breaks during each 4-hour period of that 8-hour shift. All breaks must be kept to 15 minutes. All breaks will be taken at

the job site. If the employees are off-site, no return to wastewater treatment facility for breaks will be allowed.

When warranted, employees may take an eight (8) hour break (away from the job site) between snow plowing completion and snow removal.

ARTICLE 23. MILEAGE REIMBURSEMENT.

Any employee who is required to use his/her personal automobile for City business shall be reimbursed at a rate, which is then allowed for mileage by the Internal Revenue Service. It is the sole discretion of the Employer to determine when an employee should use his/her personal automobile for City business. In any event, no mileage reimbursement will be made to any employee for use of their personal automobile to commute to and from work.

ARTICLE 24. OUTSIDE EMPLOYMENT

Employee understands that regular employment with the City of Cambridge includes situations where an employee is required to be available and to work outside of regular business hours, i.e., snowplowing etc. If the employee engages in outside employment the employee shall inform the Public Works Director of a contact number where the employee can immediately be reached.

The employee shall inform the outside employer that if a situation occurs that requires City work outside of regular hours, they are expected to leave the outside employment and report for duty with the City. Use of City time, staff, facilities, equipment, supplies, or influence of City employees for private gain or advance is prohibited. Such occurrences may be grounds for disciplinary action up to and including discharge.

ARTICLE 25. LICENSING/CERTIFICATION.

The Employer will reimburse employees for the cost to maintain any necessary licensing and certification required for their position by law. Continuing education will be reimbursed if prior approval is given by the Employer, at the sole discretion of the Employer.

ARTICLE 26. LEAD MECHANIC TOOLS.

The Employer agrees to provide all tools for the lead mechanic and any assistant mechanics effective January 1, 2001 and thereafter.

The parties hereto have caused this Agreement to be executed by their duly authorized officers this 4th day of May 2020.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 49, ALF-CIO**

CITY OF CAMBRIDGE

Jason A. George, Business Manager

James A. Godfrey, Mayor

Cory Bergerson, Business Agent

Linda J. Woulfe, City Administrator

EXHIBIT A - MAINTENANCE/MECHANIC SENIORITY LIST

EMPLOYEE	DATE STARTED
Jerry Olson	08/15/1976
Allan Carlson	09/11/2000
Steve Dryden	11/05/2002
Dan Collison	07/05/2005
Heath Halverson	05/16/2007
Doug Vellenga	06/04/2007
Brad Reents	04/13/2009
Ed Raati	11/05/2012
Corey Melland	04/22/2013

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49, 49A, 49B, 49C, 49D, 49E, 49L
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

CLAYTON J. JOHNSON, President
RYAN P. DAVIES, Vice President
STEVE R. PIPER, Recording-Corresponding Secretary
OSCAR J. SLETTEN, Treasurer



JASON A. GEORGE
Business Manager/Financial Secretary

2829 Anthony Lane South, Minneapolis, MN 55418-3285
Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1936

CENTRAL PENSION FUND

The (City of Cambridge *Maintenance/Mechanic*) agrees to participate in the Central Pension Fund ("CPF") of the International Union of Operating Engineers, Local #49 and Participating Employers.

1. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, Subdivision 1(10).
2. The Parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax Employer contributions. Contributions from the Employer will not be funded from any source other than this wage reduction.
3. The hourly contribution rate will be applied to every hour compensated (i.e. hours worked, vacation, holiday and sick time) except for overtime hours for a maximum of 2080 hours per employee. The Employer shall remit this contribution directly to the International Union of Operating Engineers Central Pension Fund at 4115 Chesapeake Street N.W., Washington D.C. 20016.
4. A contribution of (\$1.00 Employer contribution) and (\$1.00 Employee contribution) equaling \$2.00 per straight time hour worked prevents annual CPF contributions for individual Employees from exceeding \$5,000.00 in a year and therefore complies with the limitations set forth under Minnesota Statutes, §356.24, Subd. 1(10) as amended.
5. For purposes of determining future wage rates, the Employer shall first restore the amount of the wage reduction, which is currently the CPF contribution rate of \$1.00 per hour, then apply the applicable wage multiplier, then reduce the revised wage by the CPF contribution rate.
6. For purposes of calculating overtime compensation, the Employer shall first restore the amount of the wage reduction \$1.00 then apply the applicable 1.5 wage multiplier required under the Fair Labor Standards Act (FLSA) and the Collective Bargaining Agreement, then pay the resulting amount for overtime worked.
7. The Parties agree that the Public Employees Retirement Association (PERA) interprets Employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
8. The CPF "Plan of Benefits" and the "Agreement and Declaration of Trust" shall serve as the governing documents.
9. Effective May 4, 2020, the contribution rate equals: (\$1.00 Employee and \$1.00 Employer contribution) equaling \$2.00 per straight time hour worked.

10. Members, by majority vote, may change the contribution rate at any time during the life of the Collective Bargaining Agreement. The Union and Employer will work together to implement member approved changes as soon as is practicable.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 49, ALF-CIO**

CITY OF CAMBRIDGE

Cory Bergerson, Business Agent

Linda J. Woulfe, City Administrator

OPERATING ENGINEERS LOCAL #49 HEALTH AND WELFARE FUND BARGAINING PREMIUM ACCOUNT PARTICIPATION AGREEMENT

The undersigned Employer is cognizant of that Agreement entitled "Agreement and Declaration of Trust" dated December 18, 1967, and it was restated and dated April 28, 1976, (hereinafter referred to as the "Trust Agreement") establishing the Operating Engineers Local #49 Health and Welfare Fund (hereinafter referred to as the "Fund") between Associated General Contractors of Minnesota, Inc., Minneapolis and Saint Paul Builders Division and Highway and Heavy Division (hereinafter referred to as "A.G.C.") and International Union of Operating Engineers Local #49 (hereinafter referred to as "Union").

The undersigned Employer is bound by a collective bargaining agreement between itself and the Union, and hereby applies to the Trustees of the Trust Fund for the purpose of having said Trust Agreement extend to cover and apply to its employees that come within the jurisdiction of the Union, which is recognized as the exclusive bargaining representative of such employees.

The undersigned Employer agrees to make payments to the Fund in the amount as established by the Board of Trustees from time to time pursuant to the following requirements:

- Payments by the undersigned Employer to this Fund shall be paid in advance by the 15th of the month, prior to the month of coverage (e.g. by February 15th for Fund coverage March 1st. Failure to make such timely payments will automatically and without any further notice terminate, cancel and void this Participation Agreement.
- New employees will be covered the first of the month following (1) the month in which they meet the requirements for Fund eligibility as outlined under the applicable Collective Bargaining Agreement for the employee and (2) receipt of the appropriate monthly contribution payment for coverage.
 - Employees who meet the requirements for Fund eligibility on or before the 15th of the month must be included in the monthly payment for the following month of coverage;
 - For employees who meet the requirements for Fund eligibility after the 15th of the month, the Employer must make a supplemental payment for coverage before the first of the following month for coverage for that employee.
- Coverage will end on the last day of the month in which an employee is terminated from employment or otherwise experiences a COBRA qualifying event applicable to the employee. The employer must notify the Fund's Administrator, Wilson-McShane Corporation, in writing prior to the end of the month of the employee's termination and/or COBRA qualifying event (e.g. the employee is terminated on April 20th, the

employer must notify Wilson-McShane by April 30th). Once the employer has timely notified the Fund Administrator in writing of the termination of employment or COBRA event, the employer will receive a credit if the employer already made a payment for the next month's coverage for the terminating employee.

All benefits provided by the Fund, except as stated below, shall be available to the undersigned Employer's employees working within the jurisdiction of the Union, upon the Trustees' approval of this Participation Agreement. The undersigned Employer hereby acknowledges that it has been furnished a copy of said Trust Agreement.

Any employee covered under the provisions of this Participation Agreement shall not be eligible to accumulate any Reserve Accumulation Account hours. In addition, the Accident and Sickness Weekly Benefit will be paid out only after Employer provided sick pay is exhausted.

In all other respects the undersigned Employer hereby ratifies and confirms said Agreement and does hereby agree to be bound by each and every provision contained therein and to each and ever act and thing as required and provided for herein. The undersigned Employer also hereby consents to the appointment of the Trustees heretofore designated and ratifies, approves and consents to all matters heretofore done in connection with the creation and administration of such Agreement.

This Participation Agreement shall become effective as of the date it is accepted by the Trustees of this Fund. If this Participation Agreement has not been terminated by reason of the failure of the undersigned Employer to make timely payments to the Fund then it may be terminated by either the undersigned Employer or the Trustees of the Trust Fund by sixty (60) days written notice of termination to the other party. In the event the undersigned Employer is no longer bound by a collective bargaining agreement between itself and the Union, this Participation Agreement shall automatically and without any further notice terminate.

In order to be eligible for the Bargaining Premium contribution rate the employer must:

_____ Perform work in a fixed location or

_____ Perform work in multi-fixed locations and

_____ Perform Non Commercial or Non Highway, Railroad and Heavy Construction

_____ Special agreement (provide information for review): _____

EMPLOYER

Company Name _____

Company Address _____

Signature of Employer _____

Printed Name of Employer _____

Title of Signature Person _____

Date _____

We, the Board of Trustees in compliance with Article I of the Agreement, hereby grant the right of the above-named to participate in this welfare plan.

TRUSTEES OF OPEARTING ENGINEERS LOCAL #49 HEALTH FUND

By: _____

By: _____

Special Agreement approved by the Health & Welfare Board of Trustees

Chairman of the Board

Date

RESTATED AGREEMENT AND DECLARATION OF TRUST
OPERATING ENGINEERS LOCAL #49 HEALTH AND WELFARE FUND

WHEREAS, there has heretofore been entered into an Agreement and Declaration of Trust, on the 18th day of December, 1967, by and between ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA, INC., Minneapolis and Saint Paul Builders Division and Highway and Heavy Division, now known as Associated General Contractors of Minnesota, Inc., Building Contractors Division, Highway Contractors Division and Heavy Construction Division (hereinafter sometimes referred to as A.G.C.) and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #49 AFL-CIO (hereinafter sometimes referred to as Union), which Agreement created a health and welfare fund as therein provided; and

WHEREAS, said Agreement and Declaration of Trust has heretofore been amended and restated from time to time; and

WHEREAS, under Article VII of said Restated Agreement and Declaration of Trust, the Trustees have the power and authority to amend such Agreement and Declaration of Trust from time to time as therein provided; and

WHEREAS, it is determined to be desirable to once again amend said Restated Agreement and Declaration of Trust and to restate the same effective as of March 1, 2017, so as to incorporate therein all of the amendments adopted heretofore or as part of this restatement; NOW, THEREFORE, the Trustees, designated and in office, as such, have executed this Restated Agreement and Declaration of Trust as indicating their acceptance of the respective duties imposed upon them as Trustees under the terms of this Agreement to read as follows:

WHEREAS, various employers have entered into collective bargaining agreements with the Union; and

WHEREAS, various other employers or employer associations have entered into, or will from time to time hereafter enter into, collective bargaining agreements with the Union on behalf

of employees represented by them, all of which collective bargaining agreements provide, among other things, for the payment, by said employers, to the Trustees of this Trust Fund, known as the Operating Engineers Local #49 Health and Welfare Fund of contributions for health and welfare purposes as set forth in said collective bargaining agreements; and

WHEREAS, the sums payable to the Fund as aforesaid are for the purpose of providing health and welfare benefits as now are or may hereafter be authorized or permitted by law for eligible employees, their families, dependents and other beneficiaries, as determined hereunder; and

WHEREAS, the Trustees have been duly appointed in accordance with the provisions of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is hereby agreed as follows:

ARTICLE I.
DEFINITIONS

Section 1.1. Employer. The term "Employer" as used herein shall mean:

(a) An employer who is bound by a collective bargaining agreement with the Union providing for the making of payments to the Trust Fund with respect to employees represented by the Union.

(b) The Union which, for the purpose of making the required contributions into the Trust Fund, shall be considered as the Employer of the Employees of the Union for whom the Union contributes to the Trust Fund. The Union, however, shall have no right to participate in the selection of any of the Employer Trustees to this Fund.

(c) The Operating Engineers Local #49 Health and Welfare Fund which, for the purpose of making the required contributions into the Trust Fund, shall be considered as the Employer of the Employee(s) of the Trust Fund.

(d) An employer who does not meet the requirement of the definition of "Employer" as stated in subsections (a), (b) or (c) of this Section, but who is required to make payments pursuant to any written agreement entered into by such employer with such state or any political subdivision or municipal corporation thereof.

(e) Employers as described in this Section shall, by the making of payments to the Trust Fund pursuant to such collective bargaining or other written agreements, be deemed to have accepted and be bound by this Trust Agreement.

Section 1.2. Local Union or Union. The term "Union", as used herein, shall mean International Union of Operating Engineers Local #49, AFL-CIO.

Section 1.3. Employee. The term "Employee" as used herein shall mean:

(a) Any employee represented by the Union and working for an Employer as defined herein, and with respect to whose employment an Employer is required to make contributions into the Trust Fund

(b) An officer or employee of the Union who shall have been proposed for benefits under the Trust Fund by the Union and who shall have been accepted by the Trustees and for whom the Union agrees in writing to contribute to the Trust Fund at the rate fixed for contributions for other Employers.

(c) An Employee of the Operating Engineers Local #49 Health & Welfare Fund who shall have been proposed for benefits under the Trust Fund by the Trustees and for whom the Trust Fund agrees in writing to contribute.

(d) A person, represented by or under the jurisdiction of the Union, who shall be employed by a governmental unit or agency, and on whose behalf payment of contributions shall be made at the time and at the rate of payment equal to that paid by an Employer, defined in Section 1.1 of this Article, in accordance with a written agreement, ordinance or resolution, or a person who had been so employed and who had temporarily been making self-payments under rules established by the Trustees.

(e) Also any other employees as the Trustees may agree to include on whose behalf contributions are made and whose inclusion will not impair the tax exempt status of the Fund.

Section 1.4. Participant. The term "Participant" as used herein shall mean any Employee or former Employee of an Employer who is or may become eligible to receive a benefit of any type from this Fund or whose Beneficiaries may be eligible to receive any such benefit.

Section 1.5. Beneficiary. The term "Beneficiary" as used herein shall mean a person designated by a Participant or by the terms of the plan of benefits established pursuant to this Trust Agreement (such as a dependent or member of the family of a Participant) who is or may become entitled to a benefit thereunder.

Section 1.6. Trustees. The term "Trustees" as used herein shall mean the Trustees designated in this Trust Agreement, together with their successors designated and appointed in accordance with the terms of this Trust Agreement. The Trustees, collectively, shall be the "administrator" of this Fund as that term is used in the Act.

Section 1.7. Trust Fund. "Trust," "Trust Fund" and "Fund" as used herein shall mean the entire trust estate of the Operating Engineers Local #49 Health and Welfare Fund as it may, from time to time, be constituted, including, but not limited to policies of insurance, investments, and the income from any and all investments, Employers' contributions and any and all other assets, property or money received by or held by the Trustees for the uses and purposes of this Trust.

Section 1.8. Trust Agreement. The terms "Agreement and Declaration of Trust" or "Trust Agreement" as used herein shall mean this instrument, including all amendments and modifications as may from time to time be made.

Section 1.9 Act. The term "Act" as used herein shall mean the Employee Retirement Income Security Act of 1974, any amendments as may from time to time be made and any regulations promulgated pursuant to the provisions of the said Act.

ARTICLE II.
CREATION AND PURPOSES OF FUND

Section 2.1. The Trust Fund is created, established and maintained, and the Trustees agree to receive, hold and administer the Trust Fund, for the purpose of providing health and welfare benefits as now are, or hereafter may be, authorized or permitted by law for Participants and their Beneficiaries and in accordance with the provisions herein set forth.

ARTICLE III.
BOARD OF TRUSTEES

Section 3.1. Number, Appointment, Term. The Fund shall be administered by eight (8) Trustees, four (4) of whom shall be appointed by the Union and shall act as Employee Trustees, and four (4) of whom shall be appointed by the A.G.C. and shall act as Employer Trustees. The A.G.C. and Union may each appoint up to two (2) alternate Trustees and shall designate the priority of those alternate Trustees to act (*i.e.*, 1st alternate, 2nd alternate). Alternate Trustees shall be qualified to act in the absence of a regular Trustee in the order in which they are designated as alternates. Trustees shall serve without compensation but they shall be reimbursed for all reasonable and necessary expenses properly and actually incurred by them in connection with the performance of their official duties as such. Trustees shall serve at the will of the party which appointed them. The Union or the A.G.C. shall select successor Trustees whenever vacancies occur among their respective appointees. A vacancy shall occur whenever a Trustee resigns, dies, or becomes incapacitated, or when a Trustee is removed by the party which appointed him.

Section 3.2. Resignation and Removal. A Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving thirty (30) days' notice in writing to the remaining Trustees and to the party by whom he was appointed, or such shorter notice as the remaining Trustees may accept as sufficient, in which notice there shall be stated a date on which such resignation shall take effect; and such resignation shall take effect on the date specified in the notice unless a successor Trustee shall have been appointed at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee. An Employer Trustee may be removed from office at any time by action of the A.G.C., written notice of such action to be delivered to the Chairman and Secretary of the Fund serving at that time. An Employee Trustee may be removed from office at any time by the Union, written notice of such action to be delivered to the Chairman and Secretary of the Fund serving at that time.

Section 3.3. Successor Trustees, Appointment. If any Employer Trustee shall die, become incapable of acting hereunder, resign or be removed, a successor Employer Trustee shall be immediately appointed by the A.G.C., such appointment to be in writing and to be delivered to the Chairman and Secretary-Treasurer of the Fund serving at that time. If any Employee Trustee shall die, become incapable of acting hereunder, resign or be removed, a successor Employee Trustee shall be immediately appointed by the Union, such appointment to be in writing and to be delivered to the Chairman and Secretary-Treasurer of the Trustee serving at that time.

Section 3.4. Successor Trustee, Assumption of Office. Any Successor Trustee shall immediately upon his appointment as a Successor Trustee and his acceptance of the Trusteeship in writing, as provided in Section 3.5, become vested with all the property rights, powers and duties of a Trustee hereunder with like effect as if originally named a Trustee, without the necessity of any formal conveyance or other instrument of title.

Section 3.5. Acceptance of the Trust by Trustees. A Trustee shall execute a written acceptance in a form satisfactory to the Trustees and consistent with the Act and thereby shall be deemed to have accepted the Trust created and established by this Trust Agreement and to have consented to act as Trustee and to have agreed to administer the Trust Fund as provided herein. Such written acceptance shall be filed with the Fund's Administrative Manager who shall notify the remaining Trustees of the receipt of such acceptance.

Section 3.6. Limitation of Liability of Trustees. No Trustee shall be liable or responsible for his own acts or for any acts or defaults of any other fiduciary or party in interest or any other person except in accordance with applicable federal law.

Section 3.7. Office of the Fund. The principal office of the Trust Fund shall, so long as such location is feasible, be located and maintained in Minneapolis, Minnesota, or its suburban area. The location of the principal office shall be made known to the parties interested in the Trust

Fund. At such office, and at such other places as may be required by law, there shall be maintained the books and records pertaining to the Trust Fund and its administration.

Section 3.8. Officers. During the first month of each fiscal year, the Trustees shall elect from among themselves a Chairman, and a Secretary to serve for a term of one (1) year commencing during the first month of such fiscal year, or until his or their successors have been elected. When the Chairman is elected from the Employer-Trustees, then the Secretary-Treasurer shall be elected from the Employee Trustees; and when the Chairman shall be elected from the Employee Trustees, then the Secretary-Treasurer shall be elected from the Employer Trustees. There shall be no limit on the number of consecutive terms or the total number of terms for which a Trustee may serve as an officer of the Trust Fund. The Secretary-Treasurer, or such other person as the Trustees may designate, shall keep minutes and records of all meetings, proceedings and acts of the Trustees and shall, with reasonable promptness, distribute copies of such minutes and records to all Trustees. In the absence of the Chairman, the Secretary shall preside at such meetings of the Trustees.

Section 3.9. Power to Act in Case of Vacancy. No vacancy or vacancies on the Board of Trustees shall impair the power of the remaining Trustees, acting in the manner provided by this Trust Agreement, to administer the affairs of the Trust Fund, notwithstanding the existence of such vacancy or vacancies.

Section 3.10. Meetings; Notices. The Trustees shall meet at least once each year and at such other times as they deem it necessary to transact their business. The Chairman or the Secretary-Treasurer of the Board of Trustees may, and upon the written request of any two (2) Trustees shall, call a meeting of the Trustees at any time by giving at least five (5) days' written notice of the time and place thereof to the remaining Trustees. A meeting of the Trustees may be held at any time without notice if all of the Trustees consent thereto.

Section 3.11. Attendance at Meetings; Minutes. All official meetings of the Trustees shall be attended only by the Trustees and shall not be open to the public, except that there may attend

such other persons as may be designated by the Trustees or when invited so to do, and as may be otherwise required by law. Written minutes, a copy of which shall be furnished with reasonable promptness to each Trustee, shall be kept of all business transacted and of all matters upon which voting shall have occurred. Such minutes shall be approved by motion approved by a majority of Trustees considering that question.

Section 3.12. Quorum; Voting; Action without Meeting.

(a) A majority of the total number of Trustees present in person at any meeting of the Board of Trustees shall constitute a quorum for the transaction of business. If at any meeting the number of Employer and Employee Trustees present shall be unequal, then the group of Trustees lesser in number shall be entitled to cast the same number of votes as the other group of Trustees. In the event there shall be present at any meeting less than all of the Trustees of a group and such Trustees shall be unable to agree as to the manner in which the vote of the absent Trustee(s) shall be cast then action on the matter under consideration shall be postponed until all Trustees of the group shall be present.

(b) A quorum of a committee of the Board of Trustees, established in accordance with Section 5.7 of this Trust Agreement or otherwise, shall be a majority of the members of the committee, except as may be provided otherwise in the by-laws or by law.

(c) Any action taken by the Trustees, except as herein otherwise provided, shall be by affirmative vote of a majority of the votes cast at a meeting. The Trustees must cast their votes in person, except as provided in subsection (a) of Section 3.12.

(d) Action by the Trustees on any proposition may also be taken without a meeting such via an fax or email poll so long as no Trustee objects to proceeding in that fashion.

Section 3.13. Manner of Acting in the Event of Deadlock.

(a) A deadlock shall be deemed to exist whenever a proposal, nomination, motion or resolution made or proposed by any one of the Trustees is not adopted or rejected by a majority

vote and the maker of the proposal, nomination, motion or resolution notifies the remaining Trustees in writing that a deadlock exists.

(b) In the event of such deadlock arising, the Trustees shall meet for the purpose of agreeing upon an impartial umpire to break such deadlock by deciding the dispute in question. In the event of the inability of the Trustees to agree upon the selection of such impartial umpire within a reasonable time, then either group of Trustees may petition the judge on duty of the District Court of the United States for the District of Minnesota at Minneapolis, Minnesota, who shall appoint such impartial umpire. Such impartial umpire shall immediately proceed to hear the dispute between the Trustees and decide such dispute, and the decision and award of such umpire shall be final and binding upon the parties. The reasonable compensation of such umpire and the costs and expenses (including, without limitation, attorneys' and reporter fees, filing fees and other court costs) incidental to any proceedings instituted to break a deadlock shall be paid by the Trust Fund.

(c) Any impartial umpire selected or designated to break a deadlock shall be required to enter his decision within a reasonable time fixed by the Trustees. The scope of any such proceeding before such impartial umpire shall be limited to the provisions of this Trust Agreement and to the provisions of the rules, regulations and by-laws adopted by the Trustees and to the plan of benefits established by them. The impartial umpire shall have no jurisdiction or authority to change or modify the provisions of this Trust Agreement or to decide any issue arising under or involving the interpretation of any collective bargaining agreements between the Union, the Employers, and such impartial umpire shall have no power or authority to change or modify any provisions of any such collective bargaining agreements.

Section 3.14. Removal of Trustee (Violation of Acts). The Board of Trustees shall initiate action to cause the removal of any fellow member Trustee who may be serving as a Trustee in violation of the Act. The vacancy or vacancies caused by such a removal shall be filled in accordance with Section 3.3 of this Article.

ARTICLE IV.
CONTRIBUTIONS AND COLLECTIONS

Section 4.1. Employer Contributions.

(a) Each Employer shall make prompt contributions or payments to the Trust Fund in such amount and under the terms as are provided for in the applicable collective bargaining agreement in effect from time to time between the Employer or his bargaining representative and the Union. An Employer may also be required to make contributions in such amount and under such terms as such Employer may be obligated, in writing, to make provided that such contributions shall be subject to acceptance by the Trustees. The Employer agrees that such contributions shall constitute an absolute obligation to the Trust Fund, and such obligation shall not be subject to set-off or counterclaim which the Employer may have for any liability of the Union or of an Employee.

(b) Contributions to the Fund shall be paid to the Trustees or to such depository as the Trustees shall designate, only by check, bank draft, money order or other recognized written method of transmitting money or its equivalent, made payable to the order of the Operating Engineers Local #49 Health and Welfare Fund. The payment of contributions shall be made periodically at such times as the Trustees shall specify by rules and regulations or as may be provided in the applicable collective bargaining agreement.

(c) Each Employer shall be responsible only for the contributions payable by him on account of Employees covered by him, except as may be otherwise provided by law.

Section 4.2. Employee Contributions. Participants (i) who cease to perform work for an Employer for which work Employer contributions were required to be paid to this Fund as provided in Section 4.1 of this Article and (ii) who, at the time they last performed such work, had been eligible and qualified to receive benefits under the plan of benefits established by the Trustees under this Fund and (iii) who are members of such a class of such Participants as to whom the

Trustees, consistent with applicable law, have in their sole discretion determined to provide continued eligibility for benefits of such type and amount and for such period of time and on such terms as the Trustees in their discretion may wish to make available to such class, shall make periodic contributions or payments to the Trust Fund in such amounts and at such times and subject to such conditions, requirements, limitations and rules as the Trustees in their sole discretion may establish and impose with respect to such class of such Participants.

Section 4.3. Receipt of Payment and Other Property of Trust. The Trustees or such other person or entity designated or appointed by the Trustees are hereby designated as the persons to receive the payments heretofore or hereafter made to the Trust Fund by the Employers and Employees. The Trustees are hereby vested with all right, title and interest in and to such moneys and all interest which may be accrued thereon, and are authorized to receive and be paid the same.

Section 4.4. Collection and Enforcement of Payments. The Trustees, or such committee of the Trustees as the Board of Trustees shall appoint, or the Administrative Manager if one has been appointed and when directed by such committee or by the Board of Trustees, shall have the power to demand, collect and receive Employer payments and all other money and property to which the Trustees may be entitled, and shall hold the same until applied to the purposes provided in this Trust Agreement. They shall take such steps, including the institution and prosecution of, or the intervention in, such legal or administrative proceedings as the Trustees in their sole discretion determine to be in the best interest of the Trust Fund for the purpose of collecting such payments, money and property, without prejudice, however, to the rights of the Union to take whatever steps it deems necessary and wishes to undertake for such purposes.

Section 4.5. Production of Records. Each Employer shall promptly furnish to the Trustees, or their authorized representatives, upon written demand, any and all employment and business records deemed reasonably necessary by the Trustees to ensure that all required contributions have been made. Each Employer shall also render to the Trustees with the payment

of such contribution, or at such other regular intervals as the Trustees may request, written reports as to the wages paid to and hours worked by the bargaining unit Employees, other payroll data such as social security number, and the contributions due or payable to the Fund, as the Trustees may require. The Trustees or their agent, when so authorized by the Trustees, may, by their respective representatives, examine the pertinent employment and payroll records of each Employer whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the Trust Fund and of the contracts or policies of insurance. The Union shall, upon the request of the Trustees, promptly furnish information in respect to an Employee's employment status.

Section 4.6. The parties hereto recognize that the prompt payment of Participating Employer and Employee Contributions hereunder is essential to the operation of the Trust and to the provision of benefits under the Health and Welfare Plan, and they agree to cooperate for purposes of securing prompt payment. They further recognize that it will be extremely difficult, if not impossible, to fix the actual damage to the Trust which will result from the failure of a Participating Employer or Employee to make his monthly contribution on or before the delinquent date.

Accordingly, the amount of damage to the Trust resulting from any such failure to make contributions hereunder before the 15th day of the month in which they are due (or such other day as provided in the applicable collective bargaining agreement) shall be fifteen percent (15%) of the delinquent contribution (or such other amount as provided for in the applicable collective bargaining agreement), which amount shall become due and payable to the Trust at its principal office as liquidated damages and not as a penalty, upon the day following the 15th day of the month (or such other day as provided for in the applicable collective bargaining agreement) in which such delinquency occurred. Payments and liquidated damages unpaid by the first day of the month following the month in which they are due shall bear interest from such date at the rate of eight percent (8%) per annum. If any individual Participating Employer or Employee is

delinquent in the making of contributions hereunder, the Board may take such action as it may deem appropriate to enforce collection. In such event, said Participating Employer or Employee shall be liable for all reasonable attorneys' fees, costs and other expenses incurred by the Board in taking such action.

Section 4.7. Non-payment, by any Employer, of any contribution or other moneys owed to the Fund shall not relieve any other Employer from his or its obligation to make required payments to the Trust Fund.

ARTICLE V.
POWERS AND DUTIES OF TRUSTEES

Section 5.1. Conduct of Trust Business. The Trustees shall have general supervision of the operation of this Trust Fund and shall conduct the business and activities of the Trust Fund in accordance with this Trust Agreement and applicable law. The Trustees shall hold, manage and protect the Trust Fund and collect the income therefrom and contributions thereto. The Trustees may, in the course of conducting the business of the Trust, execute all instruments in the name of the Operating Engineers Local #49 Health and Welfare Fund, which instruments shall be signed by at least one Employer and one Employee Trustee; provided, however, any one Trustee may execute legal documents to commence and process law suits to enforce trust collections on behalf of the Trustees; and further provided that the other provisions of this Restated Agreement and Declaration of Trust notwithstanding, the Trustees are hereby authorized to adopt and implement alternative signing protocols as they deem prudent and practicable.

Section 5.2. Use of Fund. The Trustees shall have the power and authority to use and apply the Trust Fund for the following purposes:

(a) To pay or provide for the payment of all reasonable and necessary expenses (i) of collecting the Employer contributions and payments and other moneys and property to which the Trust Fund may be entitled and (ii) of administering the affairs of this Trust, including the employment of such administrative, legal, expert and clerical assistance, the purchase or lease of such premises, materials, supplies and equipment and the performance of such other acts, as the Trustees, in their sole discretion, find necessary or appropriate in the performance of their duties.

(b) To provide health and welfare and related benefits to eligible Participants and Beneficiaries in accordance with a plan of benefits provided through policies of insurance or other health programs and facilities in accordance with Section 5.3 of this Article or established and

administered as provided in subsection (e) of this Section. Such health and welfare and related benefits shall be limited to those which can be financed from the Trust Fund after payment of authorized and accrued expenses.

(c) To establish and accumulate such reserve funds as the Trustees, in their sole discretion, deem necessary and desirable for the proper execution of the Trust herein created.

(d) To pay all other proper and necessary expenses incurred by any Trustee not specified above, including the cost of defense in litigation arising out of the Trusteeship of this Trust Fund, to the extent permitted by law.

(e) The Trustees may provide for a plan of payment of authorized benefits out of the Trust Fund itself, provided, however, that such payments can be legally made and that the same are in full compliance with all statutory and legal requirements.

(f) To pay or provide for the payment of premiums on the contracts or policies of insurance mentioned in Section 5.3 hereof, which contracts or policies of insurance may be contracted for in the name of and issued to the Trustees, or to the Trust Fund, as they may determine.

Section 5.3. Procurement of Insurance. The Trustees are expressly authorized to negotiate for, obtain and maintain policies of group life, group accident, group health and group disability insurance (including group hospital, medical and surgical insurance), or such other insurance coverage as may be determined by the Trustees, for the payment to eligible Participants and Beneficiaries, by an insurance company or companies licensed to transact such business where conducted, of such benefits as now or hereafter may be authorized or permitted by law and as the Trustees may, from time to time, determine Such policies of insurance shall be in such forms and in such amounts and may contain such provisions and be subject to such limitations and conditions as the Trustees, in their sole discretion, may from time to time determine and shall cover such Participants and Beneficiaries as the Trustees, pursuant to the provisions hereof, shall from time to time determine eligible for benefits as herein provided. The Trustees

may exercise all rights and privileges granted to the policyholder by the provisions of each contract or policy of insurance, and may agree with the insurance carrier to any alteration, modification or amendment of such contract or policy, and may take any action respecting each such contract or policy, and the insurance provided thereunder, which they, in their sole discretion, may deem necessary or advisable and such insurance carrier shall not be required to inquire into the authority of the Trustees with regard to any dealings in connection with such contract or policy. The Trustees are expressly authorized

Section 5.4. to establish and maintain a plan or plans to provide any and all of the health and welfare benefits, as the Trustees in their sole discretion may determine, directly out of the Trust Fund in accordance and upon compliance with Section 5.2 (e) of this Article, in lieu of, or in combination with, coverage provided by an insurance carrier or carriers.

Section 5.5. Investments.

(a) The Trustees shall have the power and authority, in their sole discretion, to invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as they may from time to time determine, in such investments as are legal investments under applicable State and Federal law relating to the investment of the employee welfare trust funds, not limited, however, by any limitation restricting investments in common stocks to a percentage of the Fund or to a percentage of the total market value of the Fund. The Trustees may sell, exchange or otherwise dispose of such investments at any time and, from time to time, as provided in Section 5.10(f). The Trustees shall also have power and authority (in addition to, and not in limitation of, common law and statutory authority) to invest in any stocks, bonds or other property, real or personal, including improved or unimproved real estate and equity interests in real estate, where such an investment appears to the Trustees, in their discretion and consistent with their fiduciary obligations, to be in the best interest of the Trust Fund and its Participants and Beneficiaries, judged by then prevailing business conditions and standards. The Trustees shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by

them as Trustees, to exercise all such rights, powers and privileges as might be lawfully exercised by any person owning similar stocks, bonds or other property in his own right.

(b) Delegation and Allocation of Investment Functions.

(1) The Trustees are authorized, in their discretion, by resolution, to allocate to the Investment Committee such duties and responsibilities to invest and reinvest such Fund assets as they shall specify in such allocation in accordance with Section 5.7(f).

(2) The Trustees shall have the power and authority to appoint one or more investment managers (as defined in Section 3(38) of the Act) who shall be responsible for the management, acquisition, disposition, investing and reinvesting of such of the assets of the Trust Fund as the Trustees shall specify. Any such appointment may be terminated by the Trustees upon thirty (30) days' written notice. The fees of such investment manager, and its expenses to the extent permitted by law, shall be paid out of the Trust Fund.

(3) In connection with any allocation or delegation of investment functions under paragraphs (1) and (2) of this subsection (b), the Trustees shall, from time to time, adopt appropriate investment policies or guidelines.

Section 5.6. Deposits and Disbursements. All Trust funds not invested shall be deposited by the Trustees in such depository or depositories as the Trustees shall from time to time select, and any such deposit or deposits, or disbursements therefrom, shall be made in the name of the Trust in the manner designated by the Trustees and upon the signature(s) of persons designated and authorized by the Trustees or by the Investment Manager appointed in accordance with Section 5.4(b)(2) of this Article.

Section 5.7. Allocation and Delegation of Fiduciary Responsibilities. The Trustees may, by resolution or by-law or by provisions of this Trust Agreement, allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board of Trustees, and they may delegate such responsibilities and duties to other individuals as they may deem appropriate or necessary in their sole discretion and consistent with the Act.

Section 5.8. Committees of the Board of Trustees.

(a) The standing committees of the Board of Trustees may consist of an Executive Committee, an Appeals Committee, an Investment Committee, a Delinquency Committee, and such other standing ad-hoc committees as the Trustees may wish to create by by-law or resolution.

(b) Appointment of Committee Members. Each committee shall consist of an equal number of Employer and Employee Trustees. A quorum of a committee shall be as provided in Section 3.12(b). If the Employee Trustee group and/or the Employer Trustee group, respectively, nominate a Trustee or their group for membership on any committee, the Chairman shall appoint such nominee in filling any vacancy. Appointment as a member of any committee shall be communicated to the appointee by the Administrative Manager in writing. Any resignation of a Trustee as a committee member shall be submitted, in writing, to the Administrative Manager who shall promptly notify the Executive Committee thereof.

(c) Removal of Committee Members. Any appointed member of any committee may be removed from membership in such committee by the group of Trustees appointing him at any time for any reason. Trustee committee assignments shall also automatically terminate on the last day that an individual serves as a Trustee.

(d) Executive Committee. The Trustees may appoint an Executive Committee which shall supervise the operation of the Trust Fund between meetings of the Board of Trustees. The Executive Committee shall formulate general or specific policies for submission to and consideration by the Board of Trustees. It shall advise the Officers in matters of policy and administration not inconsistent with the Trust Agreement or with any policy or decision heretofore adopted or made by the Board of Trustees. Pending the convening of a meeting of the Board of Trustees, it shall decide and pass upon matters requiring immediate action, subject to ratification at the next meeting of the Board of Trustees to whom a report shall be made of any such immediate action, as well as of its recommendations. The Executive Committee shall also

perform such other functions, duties and responsibilities as may be delegated or assigned to it by the Board of Trustees under the Trust Agreement and applicable laws, or as may be allocated to it pursuant to Sections 5.4(b) and 5.6 of this Article; any actions taken or duties performed under such allocation shall not be subject to ratification by the full Board of Trustees, unless such allocation expressly provides otherwise.

(e) Appeals Committee. The Trustees may appoint an Appeals Committee which shall, in conjunction with the Administrative Manager, formulate rules and procedures for the processing of applications for, and the determination and payment of, benefits and make appropriate reports and recommendations in regard to the same to the Trustees. The Appeals Committee shall review all applications for benefits with regard to eligibility and amount thereof and make appropriate determinations with respect thereto. As to any applicant for benefits whose claim for benefits has been denied by the Appeals Committee, the Committee shall give such applicant adequate notice in writing thereof and further, shall afford such applicant a reasonable opportunity for a fair review of its decision denying the claim for benefits.

(f) Investment Committee. The Investment Committee shall review the investment policies of the Trustees and the activities of any investment managers which may have been appointed by the Trustees. It shall make appropriate recommendations to the full Board of Trustees on any matter entrusted to it. With respect to assets of the Trust Fund which the Trustees have not specified to be managed by an investment manager appointed pursuant to Section 5.4(b)(2) of this Article V. and subject to such limitations and requirements as may be contained in this Trust Agreement or in the Act, the Trustees may allocate to the Investment Committee the authority to authorize and approve the investment of Trust Fund assets in investments permitted under Section 5.4(a), subject to pertinent investment policies and guidelines adopted by the Board of Trustees.

(g) Delinquency Committee. The Delinquency Committee shall formulate policies and procedures in regard to the collection of delinquent payments and contributions due the Fund. It

shall collaborate with the administrator and with counsel in the administration of such policies and procedures and make appropriate reports and recommendations to the Trustees. The Trustees may allocate to the Delinquency Committee authority to initiate legal actions to collect any delinquent employer contributions or other obligations owed to the Trust Fund.

Section 5.9. Administrative Manager. The Trustees may employ or contract for the services of an individual, firm or corporation, to be known as "Administrative Manager," who shall, under the direction of the Trustees or under the direction of any appropriate committee of the Trustees, administer the office or offices of the Trust Fund and of the Trustees, coordinate and administer the accounting, bookkeeping and clerical services, provide for the coordination of actuarial services furnished by the consulting actuary, prepare (in cooperation where appropriate with the consulting actuary and independent auditor) all reports and other documents to be prepared, filed or disseminated by or on behalf of the Trust in accordance with law, assist in the collection of contributions required to be paid to the Trust Fund by Employers and perform such other duties and furnish such other services as may be assigned, delegated or directed or as may be contracted by or on behalf of the Trustees. The Administrative Manager shall be the custodian on behalf of the Trustees of all documents and other records of the Trustees and of the Trust Fund.

Section 5.10. By-Laws, Rules and Regulations.

(a) The Trustees are hereby empowered and authorized to adopt by-laws and to promulgate any and all necessary rules and regulations which they deem necessary or desirable to facilitate the proper administration of the Trust Fund, provided the same are not inconsistent with the terms of this Trust Agreement. All by-laws, rules and regulations adopted by action of the Trustees shall be binding upon all parties hereto, all parties dealing with the Trust Fund and all persons claiming any benefits hereunder.

(b) The Trustees may adopt by-laws, rules or regulation in respect to eligibility of Participants and Beneficiaries for the benefits herein provided, which by-laws, rules or regulations

may be changed and modified from time to time in such manner and to such extent as the Trustees may deem expedient and necessary in the proper administration of the Trust Fund.

(c) No by-law, regulation, rule, action or determination made or adopted by the Trustees, nor any decision or determination made by any impartial umpire appointed pursuant to Section 3.13 of this Agreement, shall in any manner conflict or be inconsistent (1) with any provision of the applicable current collective bargaining agreement in effect, or which may be made, between the Employer and the Union, (2) with this Trust Agreement and (3) with any applicable Federal, State or local law.

Section 5.11. Additional Authority. The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law,

(a) to enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration of the Trust Fund, and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the parties hereto and on the Participants involved;

(b) to keep property and securities registered in the names of the Trustees or of the Fund or in the name of any other individual or entity duly designated by the Trustees;

(c) to establish and accumulate as part of the Trust Fund such reasonable reserve funds as the Trustees in their sole discretion deem necessary or desirable to carry out the purposes of such Trust Fund;

(d) to pay out of the Trust Fund all real and personal property taxes, income taxes, and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Trust Fund, or any money, property, or securities forming a part thereof;

(e) to do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder; and

(f) to sell, exchange, lease, convey, mortgage or dispose of any property, whether real or personal, at any time forming a part of the Trust Fund upon such terms as they may deem

proper, and to execute and deliver any and all instruments of conveyance, lease, mortgage and transfer in connection therewith.

Section 5.12. Bonds. The Trustees shall obtain from an authorized surety company such bonds as may be required by law, covering such persons and in such amounts (but not less than required by law) as the Trustees, in their discretion, may determine. The cost of premiums for such bonds shall be paid out of the Trust Fund.

Section 5.13. Insurance. The Trustees may in their discretion obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund as such, as well as employees or agents of the Trustees and of the Trust Fund, while engaged in business and related activities for and on behalf of the Trust Fund (1) with respect to liability to others as a result of acts, errors or omissions of such Trustee or Trustees, employees or agents, respectively, provided such insurance policy shall provide recourse by the insurer against Trustees as may be required by law and (2) with respect to injuries received or property damage suffered by them. The cost of the premiums for such policies of insurance shall be paid out of the Trust Fund.

Section 5.14. Information to Participants and Beneficiaries. The Trustees shall provide Participants and Beneficiaries such information as may be required by law.

Section 5.15. Accountants and Actuaries. The Trustees shall engage one or more independent qualified public accountants and one or more enrolled actuaries to perform all services as may be required by applicable law and such other services as the Trustees may deem necessary.

Section 5.16. Trustees to Act without Compensation. The Trustees shall act in such capacity without compensation, but they shall be entitled to reimbursement for the expenses properly and actually incurred in the performance of their duties with the Trust Fund, including, without limitation, attendance at meetings and other functions of the Board of Trustees or its committees or while on business of the Board of Trustees, attendance at institutes, seminars, conferences or workshops for or on behalf of the Trust Funds. The Trustees shall, from time to

time, adopt and/or modify a policy of expense reimbursement applicable to Trustees and any employee(s) of the Trust Fund.

Section 5.17. Reports. All reports required by law to be signed by one or more Trustees shall be signed by all of the Trustees, provided that all of the Trustees may appoint in writing, or by resolution adopted and spread on the minutes, one or more of their members to sign such report on behalf of the Trustees.

Section 5.18. Records of Trustee Transactions. The Trustees shall keep true and accurate books of account and a record of all of their transactions and meetings (including actions taken at such meetings and by informal action of the Trustees), which records and books shall be audited at least annually by a certified public accountant. A copy of each audit report shall be available for inspection by Interested Persons (as defined by applicable Federal law) at the principal office of the Fund.

Section 5.19. Construction and Determinations by Trustees. Subject to the stated purpose of the Fund and the provisions of this Agreement, the Trustees shall have full and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and all other related matters. They shall have full power to construe the provisions of this Agreement, the terms used herein and the by-laws and regulations issued thereunder. Any such determination and any such construction adopted by the Trustees in good faith shall be binding upon all of the parties hereto and the beneficiaries hereof. No matter respecting the foregoing or any difference arising thereunder or any matter involved in or arising under this Trust Agreement shall be subject to the grievance or arbitration procedure established in any collective bargaining agreement between the Employer and the Union, provided, however, that this clause shall not affect the right and liabilities of any of the parties under any of such collective bargaining agreements.

Section 5.20. Liability. The Trustees, to the extent permitted by applicable law, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram

or other paper or document reasonably believed by them to be genuine and to contain a true statement of facts, and to be signed by the proper person.

Section 5.21. Reliance on Written Instruments. Any Trustee, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been signed by a majority of the Trustees as conclusive evidence of the fact that a majority of the Trustees have taken the action stated to have been taken in such instrument.

Section 5.22. Reliance by Others. No party dealing with the Trustees shall be obligated (a) to see the application to the stated Trust purposes, of any funds or property of the Trust Fund or (b) to see that the terms of this Trust Agreement have been complied with or (c) to inquire into the necessity or expediency of any act of the Trustees.

Section 5.23. Execution of Documents. Every instrument executed by the Trustees shall be conclusive evidence in favor of every person relying thereon (a) that at the time of the execution of said instrument, the Trust was in full force and effect, (b) that the instrument was executed in accordance with the terms and conditions of this Trust Agreement and (c) that the Trustees were duly authorized and empowered to execute the instrument.

Section 5.24. Discharge of Liability. The receipt by the Trustees for any money or property or checks (after such checks are honored at the bank and paid to the Trust Fund) shall discharge the person or persons paying or transferring the same.

Section 5.25. Multiple Benefit Schedules. The Trustees shall be authorized to accept contributions at more than one rate and they shall provide different schedules of benefits appropriate for each such rate of contribution. However, it is the intention of the parties hereto that contributing Employers hereto shall, to the extent feasible, negotiate identical hourly contribution rates. Further, the Trustees shall be authorized to establish more than one schedule of benefits for the same hourly contribution rate. The Trustees, further, may, at their discretion, accept contributions at the rates negotiated by the Union with any Employer for a particular bargaining unit and the Employees represented by the Union in such bargaining unit shall be

provided with a schedule of benefits appropriate for the rate of contribution so negotiated and paid into the Fund on their behalf.

ARTICLE VI.
CONTROVERSIES AND DISPUTES

Section 6.1. Reliance on Records. In any controversy, claim, demand, suit at law or other proceeding between any Participant, Beneficiary or any other person and the Trustees, the Trustees shall be entitled to rely upon any facts appearing in the records of the Trustees, any instruments on file with the Trustees, with the Union or with the Employers, any facts certified to the Trustees by the Union or the Employers, any facts which are of public record and any other evidence pertinent to the issue involved.

Section 6.2. Submission to Trustees. All questions or controversies, of whatsoever character, arising in any manner or between any parties or persons in connection with the Trust Fund or the operation thereof, whether as to any claim for any benefits preferred by any Participant, Beneficiary or any other person, or whether as to the construction of the language or meaning of the by-laws, rules and regulations adopted by the Trustees or this instrument, or as to any writing, decision, instrument or accounts in connection with the operation of the Trust Fund or otherwise, shall be submitted to the Trustees or, in the case of questions related to claims for benefits, to an Appeals or Review Committee, if one has been appointed, and the decision of the Trustees or Appeals or Review Committee shall be binding upon all persons dealing with the Trust Fund or claiming benefits thereunder.

Section 6.3. Settling Disputes. The Trustees may in their sole discretion compromise or settle any claim or controversy in such manner as they think best, and any majority decision made by the Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement agreement entered into by the Trustees, shall be conclusive and binding on all parties interested in this Trust.

Section 6.4. Any Employee or any dependent or beneficiary of an Employee who applies for benefits under this Trust Fund and is ruled ineligible by the Trustees (or by the Administrative Manager acting for the Trustees) or who believes that he did not receive the full

amount of benefits to which he is entitled, or who is otherwise adversely affected by any action of the Trustees, shall have the right to request the Board of Trustees to review the benefit denial decision, provided that he complies with the claim appeal provisions of the applicable Plan Document and Summary Plan Description for the Trust Fund.

Section 6.5. The procedures specified in this section shall be the sole and exclusive procedures available to a participant or beneficiary of a participant who is dissatisfied with an eligibility determination, or benefit award, or who is otherwise adversely affected by any action of the Trustees.

ARTICLE VII.
BENEFICIAL RIGHTS

Section 7.1. No Rights, Title or Interest of Employers and Union. No Employer or Union, or Employees, or Participants and their Beneficiaries shall have any right, title or interest in or to the Trust Fund or any part thereof.

Section 7.2. Limitations upon Beneficial Rights of Employees. No Employee, Participant or any Beneficiary of a Participant shall have any right, title or interest in or to the Trust Fund or any part thereof, provided, however, that any Participant who shall be covered by an insurance plan, or his Beneficiaries under such plan, shall be entitled to the benefits in the forms and amounts ad subject to the terms and conditions of such insurance plan and of this Trust; provided, further, however, that the benefits shall be free from the interference and control of any creditor, and no benefits shall be subject to any assignment or other anticipation, nor subject to seizure or sale under any legal, equitable or any other process, and in the event that any claim or benefit shall, because of any debt incurred by or resulting from any other claim or liability against any Participant or Beneficiary, by reason of any sale assignment, transfer, encumbrance, anticipation or other disposition made or attempted by said Participant or Beneficiary, or by reason of any seizure or sale or attempted sale under any legal, equitable or other process, or in any suit or proceeding, become payable, or be liable to become payable, to any person other than the Participant or Beneficiary for whom the same is intended, as provided herein, pursuant hereto, the Trustees shall have power to withhold payment of such benefit to such Participant or Beneficiary until such assignment, transfer, encumbrance, anticipation or other disposition, writ or legal process is cancelled or withdrawn in such manner as shall be satisfactory to the Trustees. Until so cancelled or withdrawn, the Trustees shall have the right to use and apply the benefits, as the Trustees may deem best, directly for the support and maintenance of such Participant or Beneficiary. Notwithstanding any provisions contained in this Section to the contrary, any

Participant or Beneficiary may assign hospital, surgical and medical benefits to any hospital or physician rendering services to the Participant or Beneficiary.

Section 7.3. Optional Benefits Prohibited. No Employee or Participant shall have the right, privilege or option to receive, instead of the benefits provided hereunder,

- (a) Any part of the contributions payable by Employers under this Trust Agreement;
- (b) A cash consideration either upon termination of the plan of benefits provided hereunder or upon such Employee's or Participant's withdrawal from coverage under this Fund, either voluntarily or through severance of employment with any particular Employer; or
- (c) The cash surrender value of any policy of insurance in lieu of the benefits provided in said policy.

ARTICLE VIII.
TERMINATION OF TRUST

Section 8.1. Conditions of Termination. This Trust Agreement shall cease and terminate upon the happening of any one or more of the following events:

(a) In the event the Trust Fund shall, in the opinion of the Trustees, be inadequate to carry out the intent and purpose of this Trust Agreement, or be inadequate to meet the payments due or to become due under this Trust Agreement and under the plan of benefits to Participants and Beneficiaries already drawing benefits;

(b) In the event there are no individuals living who can qualify as Employees hereunder;

(c) In the event of termination by action of the Union and the Employer;

(d) In the event of termination as may be otherwise provided by law.

Section 8.2. Procedures in Event of Termination. In the event of termination, the Trustees shall

(a) Make provision out of the Trust Fund for the payment of expenses incurred up to the date of termination of the Trust and the expenses incidental to such termination;

(b) Arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their Trusteeship;

(c) Apply the Trust Fund to pay any and all obligations of the Trust and distribute and apply any remaining surplus in such manner as will, in their opinion, best effectuate the purposes of the Trust and the requirements of law:

(d) Give any notices and prepare and file any reports which may be required by law.

ARTICLE IX.
MISCELLANEOUS

Section 9.1. Law Applicable. This Trust is created and accepted in the State of Minnesota and all questions pertaining to the validity or construction of this Trust Agreement and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Minnesota, except as to matters governed by Federal law.

Section 9.2. Savings Clause. Should any provision of this Agreement and Declaration of Trust be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of this Fund.

Section 9.3. Coverage of Additional Bargaining Units.

(a) Extension of Coverage. The Trustees shall have the power to extend the coverage of this Trust Agreement to additional employers or associations of employers (herein called "Additional Associations") and their employees represented by labor organizations other than the Union (herein called "Additional Unions"), subject to the prior approval of the Employer and the Union and, further, subject to the conditions stated in subsection (b) of this Section. Any one such group of employees represented by an Additional Union shall be referred to herein as "additional collective bargaining unit." Such additional employers, Additional Associations and Additional Unions shall have no right to participate in the appointment, removal or replacement of Trustees.

(b) Termination of Coverage.

(1) The Trustees may, by resolution, terminate coverage by and under this Trust Agreement of any such additional collective bargaining unit, effective as of the last day of any calendar month not earlier than four (4) months after the adoption of such resolution, (i) if the Trustees in their sole discretion determine that continued coverage would be a detriment to the Employees, Participants and their Beneficiaries represented by the Union for whose benefit this Trust was originally created, or (ii) if the Trustees determine that contributions are not being made

by such additional collective bargaining unit employers timely and in accordance with the requirements of this Trust Agreement.

(2) An Additional Union may, on behalf of the employees, Participants and their Beneficiaries, in an additional collective bargaining unit represented by it, terminate coverage by and under this Trust Agreement of any such additional collective bargaining unit, effective as of the last day of any calendar month not earlier than four (4) months after the Additional Union serves written notice of such termination on the Trustees, the Employer and the Union.

(3) Any such termination of coverage shall terminate the eligibility for benefits of all Participants and their Beneficiaries in such additional collective bargaining unit as of the effective date of such termination. Notwithstanding such termination of coverage, no payments whatsoever shall be made from or out of the Trust Fund to or for the benefit of the employees, Participants and their Beneficiaries of such additional collective bargaining unit or to any other trust fund or other entity created for the purpose of providing health and welfare benefits to the employees of such additional collective bargaining unit and, upon such termination of coverage, the Additional Union representing the employees, Participants and their Beneficiaries of such additional collective bargaining unit, and such employees, Participants and their Beneficiaries themselves, or any person claiming by or through or under any of them, shall have no further right, title or interest in or to the Trust Fund, or any part thereof, excepting, only, that any authorized regular benefits, or the balance thereof, payable to individual Participants and their Beneficiaries under bona fide claims accruing either prior to the effective date of such termination of coverage attributable to eligibility credits or bank of hours accumulated or earned by such Participants and their Beneficiaries prior to such date may continue to be paid after such termination.

Section 9.4. Reciprocity Agreements. The Trustees may, in their sole discretion, enter into such reciprocity agreement or agreements with other welfare funds as they determine to be in the best interests of the Trust Fund, provided that any such reciprocity agreement or agreement

shall not be inconsistent with the terms of this Trust Agreement or the collective bargaining agreements under which this Trust Agreement is maintained.

Section 9.5. Merger. The Trustees shall have the power to merge with any other fund established for similar purposes as this Trust Fund under terms and conditions mutually agreeable to the respective Board of Trustees, subject to the approval of the Union and the Employer.

Section 9.6. Refund of Contributions. In no event shall any Employer, directly or indirectly, receive any refund on contributions made by them to the Trust (except in case of a bona fide erroneous payment or overpayment of contributions, to the extent permitted by law) nor shall an Employer directly or indirectly participate in the disposition of the Trust Fund or receive any benefits from the Trust Fund. Upon payment of contributions to the Trustees, all responsibilities of the Employer for each contribution shall cease, and the Employer shall have no responsibilities for the acts of the Trustees, nor shall an Employer be obliged to see to the application of any funds or property of the Trust or to see that the terms of the Trust have been complied with.

Section 9.7. Accounting and Judicial Settlements.

(a) Accounting. The Union or the Employer may, at any time demand of the Trustees an accounting with respect to any and all accounts, provided that the party demanding such accounting agrees to pay the necessary expenses thereof.

(b) Judicial Settlements and Action by Trustees. The Trustees shall be entitled, at any time, to have a judicial settlement of their accounts and to seek judicial protection by any action or proceeding they determine necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction of this Trust Agreement or for instructions as to any action thereunder and, further, as to any question relating to the discharge of their duties and obligations under, or in connection with the administration of, this Trust and as to the distribution of assets belonging to the Trust. Any such determination, decision or judgment shall be binding upon all parties to, or claiming under, this Trust Agreement.

Section 9.8. Withholding Payment. In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until there shall have been an adjudication of such question or dispute which, in the Trustees' sole judgment, is satisfactory to them, or until the Trustees shall have been fully protected against loss by means of such indemnification agreement or bond as they, in their sole judgment, determine to be adequate.

Section 9.9. Gender. Whenever any words are used in this Trust Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply and whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply and wherever any words are used in the plural, they shall also be construed to include the singular.

Section 9.10. Amendment of Trust Agreement. The provisions of this Trust Agreement may be amended at any time by unanimous agreement of the Trustees and shall be made into an instrument in writing executed by the Trustees, provided that no amendment shall (1) divert or provide for the use of the Trust Fund then in the hands of the Trustees from the purposes of this Trust Fund to provide group insurance in the event of death, illness or accident to the Employees, Participants or to their Beneficiaries as hereinabove set forth, or for the payment of such benefits as may be authorized under Sections 5.2 or 5.3 of Article V hereof. It is further provided that no amendment shall provide for the use or application of the Trust Fund for any purpose other than those set forth in Sections 2.1 and 5.2 hereof; or permit the return to, or payment of the Trust Fund, or any part thereof, to any Employer, except a contribution or other payment made by mistake of fact to the extent permitted by law; or so amend this Trust Agreement that there shall not be an equal number of Employer Trustees and of Employee Trustees to administer the Trust; or, be in conflict with collective bargaining agreement with the Union.

Section 9.11. Article and Section Titles. The Article and Section titles are included solely for convenience and shall, in no event, be construed to affect or modify any part of the provisions of this Trust Agreement or be construed as part thereof.

IN WITNESS WHEREOF, the Trustees hereto have executed this Restated Agreement and Declaration of Trust and do hereby ratify and confirm same, and do individually agree to undertake the responsibilities therein imposed by them as Trustees.

EMPLOYER:

UNION:

Maq Helleo

Clinton Johnson

E. S. J.

Stanley

Kevin Walker

John

Neil A. A.

Edward

The undersigned, constituting Trustees who have selected or elected to replace Trustees in the above instrument, hereto do hereby ratify and confirm the within Restated Amendment and Declaration of Trust, and we do individually agree to undertake the responsibilities therein imposed upon them as Trustees.

Employer

Union

WASTEWATER & WATER DEPARTMENT AGREEMENT

Between



and



**International Union of Operating Engineers Local 49
AFL-CIO**

January 1, 2020 - December 31, 2022

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AGREEMENT

ARTICLE 1. PURPOSE

It is the purpose and intent of this Agreement to achieve and maintain sound, harmonious and mutually beneficial working and economic relations between the parties hereto; to establish an equitable and peaceful procedure for the resolution of differences and to establish rates of employment; and to set forth herein the complete rates of pay, hours of work and other terms and conditions of employment.

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding unless executed in writing by the parties hereto.

ARTICLE 2. AGREEMENT

This Agreement is made and entered into by the parties as provided herein below for January 1, 2020 to December 31, 2022 between the City of Cambridge (hereinafter referred to as the "Employer"), and the International Union of Operating Engineers Local 49 (hereinafter referred to as the "Union").

ARTICLE 3. RECOGNITION

The Employer recognizes the Union as the certified exclusive bargaining representative for the employees as shown by Exhibit "A" pursuant to Minnesota Statutes §179A.03, subdivision 8 as certified by the Bureau of Mediation Services on April 3, 2020 (BMS Case Number 20PTR2355). This does not include supervisors, office staff, professional staff, administrative staff, temporary employees, seasonal employees, or any other City employees.

ARTICLE 4. DURATION AND EFFECTIVE DATES

This Agreement shall be effective as of the 1st day of January 2020 and shall remain in full force and effect to and including the 31st day of December 2022, subject to the right on the part of the Employer or the Union to open this Agreement by written notice to the other party not later than ninety (90) days prior to the expiration of this Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

Unless mutually agreed by the parties to the contrary, a first meeting shall be held no later than sixty (60) days after such notification. It is mutually agreed that both parties shall be in receipt of those sections to be revised, and the proposed revisions and/or any additions to the Agreement, no later than ten (10) calendar days before such first meetings. Further, it is agreed by both parties that in the event of such notice, each Article of this Agreement not referred to in such notice shall remain in full force and effect throughout the subsequent Agreement year(s).

ARTICLE 5. TERMS AND CONDITIONS

This Agreement defines the terms and conditions of employment for the parties as provided in Article 2 above. The right to employ, promote, discipline, or discharge employees shall be vested in the Employer, subject only to such limitations as are contained in this Agreement.

Definitions.

Day(s): Working days (Monday through Friday).

Employer: City of Cambridge, Minnesota

Seniority: Seniority shall mean an employee's continuous length of service with the Department since his/her last date of hire. Seniority shall be prorated based upon 2080 hours per year. Overtime will not result in added seniority.

Temporary/Seasonal Employee: Temporary/Seasonal employees are defined as employees who are temporary or seasonal in character and:

(1) are not for more than 67 working days in any calendar year; or

(2) are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in educational institution prior to being hired by the employer.

Union: The International Union of Operating Engineers, Local No. 49, ALF-CIO

ARTICLE 6. SUCCESSOR CLAUSE

This Agreement shall be binding on the City of Cambridge and any company, corporation, firm or person with which the City of Cambridge may enter into any agreement to sell, assign, lease or otherwise covered by this Agreement, or of the control, operation or assets thereof.

ARTICLE 7. SAVINGS CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.

ARTICLE 8. PAYROLL DEDUCTION FOR DUES

The Employer shall, upon written authorization from the individual employee, after the date of this Agreement, deduct from the pay of such employee the regular monthly Union membership dues and remit the same to the duly authorized representative of the Union. The Union will indemnify, defend and hold the Employer harmless against any claim(s) made and against any lawsuit(s) instituted regarding payroll deductions for dues.

Effective May 5, 2020 the Employer will, upon written notification of the individual employee, deduct from the pay of such employee the working dues assessment. These dues will be deducted at ten cents (\$.10) per hour, not to exceed 40 hours per week. All money collected by the Employer, as provided

here, shall be remitted, along with the reporting form which states the employee's name, last four digits only of social security number, hours worked, and amount of working dues owed, to Local 49's office located at 2829 Anthony Lane South, Minneapolis, Minnesota 55418, not later than the 15th day of the month following the month in which deductions were made.

ARTICLE 9. MANAGEMENT RIGHTS

The Employer retains the full and unrestricted right to operate and manage all personnel, facilities and equipment; to establish functions and programs and levels of service to be provided; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel, including the right to employ and fire any number of employees, full-time or part-time, who do not qualify for recognition under Article 3; to determine whether services should be provided or purchased; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 10. GRIEVANCES

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

STEP 1:

Whenever any employee or group of employees have a grievance, the employee(s) shall meet on an informal basis with the employee's immediate supervisor in an attempt to resolve the grievance within ten (10) days after the grievance occurred, or ten (10) days after the employee(s), through the use of a reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within ten (10) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the immediate supervisor. Service must be made within ten (10) days of the last informal meeting. This Employer shall, within ten (10) days of receipt of the written grievance, serve his answer upon the exclusive representative.

If the grievance involves and affects more than five (5) employees, the grievance must be reduced to writing by the exclusive representative and served upon the Public Works Director within ten (10) days after the grievance, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The Employer shall within ten (10) days serve the Employer's answer upon the exclusive representative.

STEP 2:

The Public Works Director shall meet with the exclusive representative within ten (10) days after receipt of the written grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within ten (10) days of the first Step 2 meeting, the exclusive representative, if he/she elects to proceed with the grievance, must proceed with Step 3 by serving a proper notification on the Employer. The notification shall contain a concise statement indicating the intention of the party to proceed with the

grievance, and outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

STEP 3:

The City Administrator shall meet with the designated official or the exclusive representative within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step 2. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step 2.

If the parties are unable to reach agreement within ten (10) days after the first Step 3 meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

STEP 4:

The use of the Bureau of Mediation Services for mediation is permissible by mutual consent of the parties. Use of a mediator freezes the timeline for filing for arbitration. If mutual consent is not given, the grievance may move to Step 5.

STEP 5:

The Employer and the employee representative shall endeavor to select mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the employee representatives are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. This list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau.

The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on whom shall strike the first name, the question shall be decided by the flip of a coin. Each party shall be responsible for equally compensating the arbitrator for the arbitrator's fee and necessary expenses. The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

The grievance process involving the Employer and employees shall occur during the normal workday whenever possible and employees shall not lose wages because of their necessary participation, unless they were otherwise not scheduled to work.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and Union, and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

ARTICLE 11. DISCIPLINE/DISCHARGE OF EMPLOYEES

Section 1. Non-probationary employees shall be disciplined or discharged only for just cause. Discipline by the Employer will be in one or more of the following forms, to be determined solely at the discretion of the Employer:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; and/or
- e. discharge.

This Employer believes in progressive discipline in order to coach and correct behavior. However, this does not constitute a progressive discipline policy.

The Union shall have the right to challenge the propriety of the discipline or discharge of any employee and a settlement of the matter shall be made in accordance with Article 10, Grievances.

Section 2. An Employee who is to be suspended, demoted or discharged shall receive a written statement of cause of the suspension, demotion or discharge within 72 hours after the action has been taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the employee is demoted. The Union shall be provided with a copy of each such notice.

Section 3. Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Such signature shall not be an admission of guilt, but only an acknowledgment of receipt, and the Employee shall have the opportunity to attach a response to the reprimand or notice to the copy in the Employee's personnel file within one week after receipt of the Employer's written statement of cause for the written

reprimand, suspension, demotion or discharge. The employee will receive a copy of such reprimands and/or notices.

Upon written request of the employee, a written reprimand shall be removed from the employee's personnel record if no further disciplinary action has been taken against the employee within one (1) year following the date of the reprimand, or if no disciplinary action has been taken against the employee for the same or related offenses within three (3) years following the date of the reprimand.

Section 4. a. Employees shall have the opportunity to request to have a representative present when being questioned regarding a possible disciplinary action.

b. If an investigation is not commenced during the shift when the complaint is received, the Employee shall still have an opportunity to request a representative.

Section 5. Employees may not be suspended without pay for more than thirty (30) working days at a time. Suspended employees will not accrue sick leave, but shall accrue vacation while under suspension.

Section 6. Employees may examine their own individual personnel files as provided by Minnesota law, specifically, Minn. Stat. 181.960 and 181.961. Only one personnel file shall be kept on each employee.

Section 7. Grievances relating to this Article may be initiated by the Union in Step 2 of the grievance procedure.

ARTICLE 12. STRIKES AND LOCKOUTS

The Union, its officers or agents, or any of the employees covered by this Agreement, shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the faithful and proper performance of the duties of employment, regardless of the reason for so doing; except as may be provided under Minn. Stat. 179A.18.

In the event the Employer notifies the Union that an employee may be violating this Article, the Union shall immediately notify such employee in writing of the Employer's assertion and the provision of this Article. Any employee who violates this provision may be subject to disciplinary action up to and including discharge. The Employer will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 13. SENIORITY

Section 1. Definition

Seniority shall mean an employee's continuous length of service with the Department since his/her last date of hire. Seniority shall be prorated based upon 2080 hours per year. Overtime will not result in added seniority.

An employee's continuous service record shall be broken only by separation from service by reason of resignation, discharge for cause, retirement, death, or leave of absence without pay. The Employer and

Union shall prepare a seniority list to be submitted to the Employer for approval and posting. Seniority shall be the basis for determining longevity for all purposes.

Section 2. Lay Offs.

Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force may be reduced based upon job classification. Job classifications for purposes of layoff are:

Lead Operator
Water-Wastewater Operator
Lab Technician

If an employee being laid off has more seniority than another employee in a different classification, the more senior employee may bump the less senior person in the different classification provided they meet the Minimum Qualifications for the position as outlined in the job description for that position.

An employee on lay off shall have an opportunity to return to work within twelve (12) months of the time of the employee's lay off before any new employee who qualifies for recognition under Article 3 is hired. Recalled employees shall have fourteen (14) calendar days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

Section 3. Probationary Employees.

During the probationary period, a newly-hired or rehired employee may be discharged at the sole discretion of the Employer. The probationary period shall be one (1) year for new employees, and promoted employees. After six months of employment in a new position the employee shall receive a 6-month evaluation performed by the Employee's department head. If the department head is satisfied that the Employee is satisfactorily performing all job functions, the department head may recommend to the City Administrator that the employee's learning and evaluation period be ended. The decision of the City Administrator to end the learning and evaluation period or to require the full learning and evaluation period is final.

Section 4. Promotions.

A promoted employee will be returned to his/her previous position at the employee's request, or at the request of the Employer, during the first six months in the new position. An employee who has been promoted to a position outside the bargaining unit shall retain bargaining unit seniority for six months following such promotion. No bargaining unit seniority shall accrue while a person is employed in a non-bargaining unit position.

Permanent job vacancies, or newly created positions within the bargaining unit, shall be filled based on the concept of promotion from within, with seniority being the determining factor, provided that applicants:

- have the necessary job qualifications, including, but not limited to, requisite degrees, certification, and licensing to meet the standards of the job vacancy; and
- have the ability to perform duties and responsibilities of the job vacancy.

Vacancies for newly created positions shall be posted for fifteen (15) working days.

ARTICLE 14. MILITARY LEAVE

The City shall comply with the minimum requirements imposed by the laws of the State of Minnesota, Section 192.261 and any future amendments thereto, and the laws of the United States. Military leaves shall not count against an employee's vacation time.

ARTICLE 15. WORKER'S COMPENSATION

Any worker's compensation benefits will be paid pursuant to Minnesota law.

ARTICLE 16. LEAVES OF ABSENCE

Section 1. Jury Duty

If an employee is called for jury duty or subpoenaed to testify in court, that employee is expected to attend as a civic duty. The Employer will continue the employee's salary, less the amount of the jury/witness payment, during such service. The employee may retain any mileage allowance paid by the entity requiring jury duty or subpoena to testify in court. Employer will not pay for any such mileage incurred for jury or witness duty of the employee. Any employee called for jury or witness duty must notify the Public Works Director as far in advance as possible of any such notice of jury or witness duty.

Section 2. Leaves Without Pay

Employees may request a leave of absence without pay to allow for time away from work if all vacation and sick leave has been exhausted. Leave without pay is discretionary leave and will either be approved or denied by management. Each leave without pay request will be considered independently of other requests because the circumstances for leave without pay requests will vary from employee to employee. The Public Works Director may authorize leave without pay, and it may not exceed a period of ninety (90) days, except in extraordinary circumstances. Vacation benefits, sick days, and seniority will not accrue during this time.

Section 3. Family Medical Leave.

The Employer will comply with applicable state and federal statutes. Extensions may be granted only by agreement of the City Administrator. (For a summary see the City of Cambridge Personnel Policy, Section 25).

Section 4. Funeral Leave

Employees with a death in their immediate family (Mother, father, husband, wife, son, daughter, brother, sister, son-in law, daughter-in-law, grandchild or grandparent of the employee or employee's spouse) may take up to 3 days (Paid) funeral leave. Funeral leave taken shall be deducted from the employee's sick leave. If the employee does not have an adequate accumulation of sick leave, the leave may be taken without pay.

ARTICLE 17. VACATION

Section 1. Full-time employees hired before January 1, 2017 shall be eligible to earn vacation leave in accordance with the following schedule.

Years of Service	Accumulation Per Pay Period
0 through 1 year	2.31 hours each 2 weeks of work (1½ weeks annually)
2 through 5 years	3.08 hours each 2 weeks of work (2 weeks annually)
6 through 9 years	4.62 hours each 2 weeks of work (3 weeks annually)
10 through 14 years	6.16 hours each 2 weeks of work (4 weeks annually)
15+ years	7.69 hours each 2 weeks (5 weeks annually)

Full-Time Employees hired after 01-01-2017 shall be eligible to earn vacation leave in accordance with the following schedule:

Years of Service	Accumulation Per Pay Period
0 through 1 year	2.31 hours each 2 weeks of work (1½ weeks annually)
2 through 5 years	3.08 hours each 2 weeks of work (2 weeks annually)
6 through 9 years	4.62 hours each 2 weeks of work (3 weeks annually)
10+ years	6.16 hours each 2 weeks of work (4 weeks annually)

Employees should be encouraged to take vacations on a regular basis; however, employees shall be allowed to accumulate up to a maximum of 240 hours vacation leave. Once an employee hits the 240 hour maximum, no additional vacation leave will be earned until the balance falls below 240 hours.

Section 2. Vacation requests shall be made to the Public Works Director or person in charge of scheduling, at least two (2) weeks in advance. A vacation request for one to three days will require only 48 hours notice. In cases of one-day vacation requests, the Employer does reserve the right to deny if it cannot be accommodated due to department needs. If conflicting requests cannot be granted due to department needs, seniority shall prevail.

ARTICLE 18. EMPLOYEE COMPENSATION AND BENEFITS

Section 1. Wage Schedule - Wastewater and Water Departments

(2.75 COLA from pay study and then 2.75 for 2021 and 2022)

Year	Position	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
2020	Lab Tech.	22.84	23.64	24.48	25.33	26.21	27.13	28.08	29.07	30.09	30.69
	WW/W Opr	24.33	25.18	26.06	26.97	27.92	28.89	29.90	30.95	32.04	32.68
	Lead Opr	27.59	28.55	29.56	30.59	31.67	32.78	33.92	35.11	36.33	37.06
2021	Lab Tech.	23.47	24.29	25.15	26.02	26.93	27.87	28.85	29.87	30.91	31.53
	WW/W Opr	25.00	25.88	26.77	27.71	28.68	29.69	30.72	31.80	32.92	33.58

	Lead Opr	28.35	29.34	30.37	31.43	32.54	33.68	34.85	36.08	37.33	38.08
2022	Lab Tech.	24.11	24.96	25.84	26.74	27.67	28.64	29.65	30.69	31.76	32.40
	WW/W Opr	25.69	26.59	27.51	28.48	29.47	30.50	31.57	32.67	33.82	34.50
	Lead Opr	29.13	30.15	31.21	32.29	33.43	34.60	35.81	37.07	38.36	39.13

Implementation of Pay Plan and Step Placement effective January 1, 2020:

Employee	Grade	Step	Wage
John Bergloff	10	5	\$32.78
Ted Knudson	8	9	\$32.68
Casey Edblad	8	7	\$30.95
Brandon Putzke	8	2	\$26.06
Jesse Forliti	8	1	\$25.18
Deb Marlton	7	9	\$30.69

To implement the Play Plan, employees will be placed on the above grades and step effective January 1, 2020. Movement to the next step on the pay schedule will happen on the employee's anniversary date.

Longevity Pay

.0025 X base wage x years of service. Years of service will be capped at 25 years for the preceding formula. Longevity will be calculated from the date of hire.

Central Pension Fund

Employer will contribute \$1.00 per hour not to exceed 2080 hours per year per union employee covered by this bargaining agreement.

Response Time for Call In

A maximum of 15-minute response time is required to acknowledge the WWTF/WTF alarm. After the 15-minute acknowledgement time, the operator must be on site in Cambridge within 45 minutes of acknowledging the alarm. Pay schedule time is based on acknowledgment time plus 15 minutes.

Compensation for Call Time

Three (3) hours straight time per day on call. Four (4) hours straight-time rate per day for Holiday on call.

Compensation for Call In

Two (2) hours overtime minimum pay per call in. Holidays call-in will be compensated at three (3) times straight-time pay rate. Management reserves the right to refuse pay for second call in for repeat problem. This would be reviewed with employee.

Work Day for Weekends

Up to 8 hours per day. Scheduling to be determined by management.

Compensation Time

COMPENSATION TIME: An Employee who is eligible for overtime pay under any provision of this Agreement may request compensatory time instead of overtime pay. The approval of such requests shall be at the sole discretion of the Employer. Compensatory time will not be approved by the Employer once an Employee has accumulated 60 hours of compensatory time. At the end of the year the comp time balance it will be paid down to 40 hours with the last payroll of the year at straight time since the time was already compounded when the hours were put into the compensatory time balance.

Section 2. Pay Procedures

a. **Pay Day** All employees shall be paid every other Friday, for a total of 26 paydays in one calendar year. When a pay day falls on a holiday, an employee shall receive their pay the preceding workday.

b. **Overtime** The normal work week for all employees is 40 hours. The normal work day shall be 8 consecutive hours between 6:00 o'clock a.m. and 4:00 o'clock p.m. [A normal work week is Monday through Friday.] Overtime pay will be paid at one and one-half times the regular hourly rate for any time worked in excess of 40 hours per week. No employee shall receive overtime pay unless prior authorization is obtained from the employee's immediate supervisor of the Public Works Director for any time worked above and beyond 40 hours in any week. Comp time will be at a rate of 1½ hours. Approval may be denied for scheduling reasons.

c. **PERA** Employees have PERA and FICA deducted from their salary.

Section 3. Holidays

The following calendar days, and such other days as the Council may schedule, are paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans' Day
Fourth Thursday and Friday in November	Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day
Two floating holidays	

Department employees may be required to work on holidays. Any employee required to work on holidays shall be paid at double time in addition to holiday pay. Any employee having the holiday off as a regularly scheduled day off shall receive eight hours off for that day.

Section 4. Sick Days

Rate of accrual: Full-time employees shall earn sick leave at the rate of 3.69 hours for each 2 weeks (1 day per calendar month) of service. If you are unable to work for a period of time due to illness or injury, the City will pay for the days of your absence provided you have accumulated sick leave. Employees are encouraged to use sick leave only when necessary, as this time may be needed to see you through an extended illness.

There is no limit on the amount of sick leave accrual.

ARTICLE 19. SEVERANCE PAY

Upon termination of employment, an employee with at least 10 years of employment with the City of Cambridge who leaves employment in good standing shall be eligible to receive 50% of a maximum of 200 unused sick leave hours as severance pay upon termination of employment.

For an employee that is retiring (will be receiving a pension from PERA or Social Security) and is in good standing shall be eligible to receive 75% of a maximum of 800 unused sick leave hours as severance pay upon retirement. Employees must participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, §352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's post-employment health care savings plan account. 100% of the employee severance payment must be payable to a health care savings plan through the Minnesota State Retirement System.

ARTICLE 20. SAFETY

The Employer will attempt to provide safe working conditions for its employees, and the employees are required to beware of, know the use of, and will use all safety equipment furnished to them by the Employer. All necessary safety equipment and uniforms will be provided by the Employer for the employees. All necessary safety equipment except uniforms and boots shall be left at the Wastewater headquarters by the employees when off duty. Employees who are off at the time of a safety meeting will be paid their regular straight-time rate for attendance at such meetings.

When purchasing safety shoes/boots, employees are required to seek prior approval for any purchase that will exceed \$200 per pair of shoes/boots. Management may deny the request and direct the employee to find a different pair of shoes/boots unless there is a medical reason for the purchase.

ARTICLE 21. INSURANCE

Employer contributes to the following insurance coverage for each of its full-time employees:

- 1. Medical
- 2. Dental
- 3. Life

The employer will pay 90% of the premium and the employee will pay 10% of the premium. The insurance plan provided will at a minimum be a high-deductible plan with maximum deductibles of \$1,000 per individual and \$2,500 per family. The health insurance plan will pay co-insurance claims at

80% plan pay/20% employee pay for in-network providers and 60% plan pay/40% employee pay for out-of-network providers (does not include inpatient out-of-network providers), provided that the plan may, at the Employer's discretion, pay greater percentages for certain coverages or procedures.

The Employer and Union agree that the above language, establishing minimum requirements, and giving the Employer discretion to provide a greater level of benefits, constitutes the Union's consent to any change in the aggregate value of health insurance under Minn. Stat. § 471.6161, so long as the base required deductibles/percentages are provided.

The City will establish a fund of up to \$1200 per employee for 2020, 2021, and 2022 to assist the employee's payment of the medical insurance deductible cost.

If the City utilizes the Union's insurance plan for union and non-union employees, the terms of the Trust agreement establishing the Health and Welfare Fund is hereby incorporated as part of the bargaining agreement. If the City decides to terminate coverage under the Union's insurance plan, the Trust Agreement is removed from the bargaining agreement. The Trust Agreement cannot define the percentage of premium paid by union or non-union members. The percentage of premium paid is defined by the union contract language.

The Employer agrees to pay premiums to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions.

ARTICLE 22. LUNCH HOUR AND BREAKS

Each employee shall receive two 15-minute breaks with pay, and one lunch break of one-half hour without pay, for each 8-hour shift. Each employee must take one of the 15-minute breaks during each 4-hour period of that 8-hour shift. All breaks must be kept to 15 minutes. All breaks will be taken at the job site. If employees are off-site, no return to Wastewater treatment facility for breaks will be allowed.

When warranted, employees may take an eight (8) hour break (away from the job site) between snow plowing completion and snow removal.

ARTICLE 23. MILEAGE REIMBURSEMENT

Any employee who is required to use his/her personal automobile for City business shall be reimbursed at a rate, which is then allowed for mileage by the Internal Revenue Service. It is the sole discretion of the Employer to determine when an employee should use his/her personal automobile for City business. In any event, no mileage reimbursement will be made to any employee for use of their personal automobile to commute to and from work.

ARTICLE 24. OUTSIDE EMPLOYMENT

Employee understands that regular employment with the City of Cambridge includes situations where an employee is required to be available and to work outside of regular business hours, i.e., snowplowing etc. If the employee engages in outside employment the employee shall inform the Public Works Director of a contact number where the employee can immediately be reached. The employee shall

inform the outside employer that if a situation occurs that requires City work outside of regular hours, they are expected to leave the outside employment and report for duty with the City.

Use of City time, staff, facilities, equipment, supplies, or influence of City employees for private gain or advance is prohibited. Such occurrences may be grounds for disciplinary action up to and including discharge.

ARTICLE 25. LICENSING/CERTIFICATION

The Employer will reimburse employees for the cost to maintain licensing and certification required for their position. Continuing education will be reimbursed if prior approval is given by the Employer, at the sole discretion of the Employer. The Employer will not pay for any licensing and certification beyond Class B Wastewater License and/or Class B Water License, with the exception of the Lead Operator.

Employees may request training dollars for Class A licensure using the tuition reimbursement form. The Employer has the discretion to approve or deny requests. Requests will be considered based upon training dollars available and timing of classes versus staffing needs. Employees will not be paid extra for achieving Class A licensure because the City will not be able to certify more than one Class A operator as its chief operator to the State of Minnesota.

The parties hereto have caused this Agreement to be executed by their duly authorized officers this 4th day of May, 2020.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 49, ALF-CIO**

CITY OF CAMBRIDGE

Jason A. George, Business Manager

James A. Godfrey, Mayor

Cory Bergerson, Business Agent

Linda J. Woulfe, City Administrator

Exhibit A Seniority List for Wastewater-Water

EMPLOYEE:	DATE HIRED:
1. John Bergloff	August 22, 1989
2. Edward Knudson	December 28, 2000
3. Deb Marlton	March 7, 2008
4. Casey Edblad	February 17, 2015
5. Brandon Putzke	January 31, 2018
6. Jesse Forliti	June 17, 2019

Union Start Date – Left Unit to Take Assistant Utilities Director position on November 12, 2018

Lucas Fedor	March 7, 2008	March 31, 2008
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INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49, 49A, 49B, 49C, 49D, 49E, 49L
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

CLAYTON J. JOHNSON, President
RYAN P. DAVIES, Vice President
STEVE R. PIPER, Recording-Corresponding Secretary
OSCAR J. SLETTEN, Treasurer



JASON A. GEORGE
Business Manager/Financial Secretary

2829 Anthony Lane South, Minneapolis, MN 55418-3285
Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1986

CENTRAL PENSION FUND

The (City of Cambridge *Maintenance/Mechanic*) agrees to participate in the Central Pension Fund ("CPF") of the International Union of Operating Engineers, Local #49 and Participating Employers.

1. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, Subdivision 1(10).
2. The Parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax Employer contributions. Contributions from the Employer will not be funded from any source other than this wage reduction.
3. The hourly contribution rate will be applied to every hour compensated (i.e. hours worked, vacation, holiday and sick time) except for overtime hours worked. The Employer shall remit this contribution directly to the International Union of Operating Engineers Central Pension Fund at 4115 Chesapeake Street N.W., Washington D.C. 20016.
4. A contribution of (\$1.00 Employer contribution) and (\$1.00 Employee contribution) equaling \$2.00 per straight time hour worked prevents annual CPF contributions for individual Employees from exceeding \$5,000.00 in a year and therefore complies with the limitations set forth under Minnesota Statutes, §356.24, Subd. 1(10) as amended.
5. For purposes of determining future wage rates, the Employer shall first restore the amount of the wage reduction, which is currently the CPF contribution rate of \$1.00 per hour, then apply the applicable wage multiplier, then reduce the revised wage by the CPF contribution rate.
6. For purposes of calculating overtime compensation, the Employer shall first restore the amount of the wage reduction \$1.00 then apply the applicable 1.5 wage multiplier required under the Fair Labor Standards Act (FLSA) and the Collective Bargaining Agreement, then pay the resulting amount for overtime worked.
7. The Parties agree that the Public Employees Retirement Association (PERA) interprets Employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
8. The CPF "Plan of Benefits" and the "Agreement and Declaration of Trust" shall serve as the governing documents.
9. Effective May 4, 2020, the contribution rate equals: (\$1.00 Employee and \$1.00 Employer contribution) equaling \$2.00 per straight time hour worked.

10. Members, by majority vote, may change the contribution rate at any time during the life of the Collective Bargaining Agreement. The Union and Employer will work together to implement member approved changes as soon as is practicable.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 49, ALF-CIO**

CITY OF CAMBRIDGE

Cory Bergerson, Business Agent

Linda J. Woulfe, City Administrator

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL No. 49, 49A, 49B, 49C, 49D, 49E, 49L
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

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Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1936

CENTRAL PENSION FUND

The (City of Cambridge *Wastewater & Water*) agrees to participate in the Central Pension Fund ("CPF") of the International Union of Operating Engineers, Local #49 and Participating Employers.

1. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, Subdivision 1(10).
2. The Parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax Employer contributions. Contributions from the Employer will not be funded from any source other than this wage reduction.
3. The hourly contribution rate will be applied to every hour compensated (i.e. hours worked, vacation, holiday and sick time) except for overtime hours worked for a maximum of 2080 hours per employee. The Employer shall remit this contribution directly to the International Union of Operating Engineers Central Pension Fund at 4115 Chesapeake Street N.W., Washington D.C. 20016.
4. A contribution of (\$1.00 Employer contribution) and (\$1.00 Employee contribution) equaling \$2.00 per straight time hour worked prevents annual CPF contributions for individual Employees from exceeding \$5,000.00 in a year and therefore complies with the limitations set forth under Minnesota Statutes, §356.24, Subd. 1(10) as amended.
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7. The Parties agree that the Public Employees Retirement Association (PERA) interprets Employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
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**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 49, ALF-CIO**

CITY OF CAMBRIDGE

Cory Bergerson, Business Agent

Linda J. Woulfe, City Administrator

Prepared by: Todd Schwab, Public Works/Utilities Director

Background:

The following is a list of 2020 seasonal employee positions and wages based on years of service:

1. Streets Department.
 - a. Rodrigo Mork (\$12.41/hour – First Year Step)
 - b. Andrew Milz (\$12.85/hour – Second Year Step)
 - c. Brayden Berg (\$12.41/hour – First Year Step)
2. Parks Department.
 - a. Cherice Dallman (\$12.85/hour – Second Year Step)
 - b. William Wessel (\$12.85/hour – Second Year Step)
 - c. (\$12.41/hour – First Year Step)
 - d. William Queen Sr. .5 position (\$13.30 3rd Year Step)
 - e. .5 position (\$12.41/hour – First Year Step)
3. Utilities Department
 - a. Nathan Carlson (\$12.85/hour – Second Year Step)
 - b. Clifford Edblad (\$12.41/hour – First Year Step)

Fiscal Note:

The 2020 budget was created with adequate funding for the seasonal positions. The .5 park positions will be used water downtown flower baskets. We have one more Parks position and a .5 flower watering position to fill. Approval will be requested when we receive applicants.

Recommendation:

Approve the filling of the positions listed above, contingent upon the successful completion of a pre-employment drug test and criminal history background check.

6A Agenda Item

Finance Department Report 5/4/2020

Author: Caroline Moe, Director of Finance

Sale of Bonds for 2020A GO Bonds Series 2020A

As approved by council on April 6, 2020, the City will be receiving bids on its 2020 GO Bonds on Monday May 4, 2020. Each City Council member should have received a copy of the preliminary official statement directly from Ehlers & Associates, our financial consultants, which provides great detail on the bond sale transaction.

The bonds will be issued to finance the 2020 Street Construction project that will begin in 2020 as well as finance a small part of the library acquisition.

A representative from Ehlers & Associates will be present at the meeting on Monday May 4, 2020 via Zoom with the bids received on the bond sale. The Ehlers & Associates representative will distribute the finalized bond award resolution for City Council action based on the results of the bids received in the morning of Monday May 4, 2020.

Fiscal Note—long term plan has anticipated this sale of bonds. Bonds will be repaid with assessments and sales tax collections.

Council Action

1. Review the bids received on the sale of the 2020A GO Obligation Bonds
2. Approve resolution R20-036 awarding the sale of the 2020A GO Obligation Bonds

Attachment: Draft resolution for sale of bonds.

RESOLUTION R20-036

***AUTHORIZING ISSUANCE, AWARDING SALE, PRESCRIBING THE FORM AND
DETAILS AND PROVIDING FOR THE PAYMENT OF \$X,XXX,000 GENERAL
OBLIGATION BONDS, SERIES 2020A***

Councilmember _____ introduced the following resolution (the “Resolution”) and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$[PAR] GENERAL OBLIGATION BONDS, SERIES 2020A

BE IT RESOLVED by the City Council of the City of Cambridge, Minnesota (the “City”), as follows:

SECTION 1. AUTHORIZATION, SALE AND AWARD

1.01. Authorization

This Council has determined that it is in the best interests of the City to issue its General Obligation Bonds, Series 2020A (the “Bonds”) in the principal amount of \$[PAR], pursuant to Minnesota Statutes, Chapters 429, 444 and 475 and Minnesota Laws 2019, First Special Session, Chapter 6, Article 6, Section 15 (the “Special Legislation”).

The portion of the Bonds (\$[____]) that is being issued pursuant to Minnesota Statutes, Chapters 429 and 475 (the “Improvement Bonds”) will be used to finance certain street improvement projects in the City (the “Improvement Projects”).

The portion of the Bonds (\$[____]) that is being issued pursuant to Minnesota Statutes, Chapter 475 and Section 444.075 (the “Utility Bonds”) will be used to finance improvements (the “Utility Projects”) to the municipal storm water, sanitary sewer, and water systems (the “System”).

The portion of the Bonds (\$[____]) that is being issued pursuant to the Special Legislation (the “Sales Tax Bonds”) will be used to finance the City’s street improvements outlined in the Street Capital Improvement Program approved by the city council as of January 22, 2019, and construction of a new facility to house the Cambridge Public Library (the “Sales Tax Projects,” together with the Utility Projects and the Improvement Projects, the “Projects”).

Pursuant to the authority contained in the Special Legislation, and upon the approval of the electors of the City at the general election held November 6, 2018, this Council has adopted Resolution R19-038 (the "Sales Tax Resolution"), on June 3, 2019, and Ordinance No. 701 on August 5, 2019, imposing a sales and use tax of one-half of one percent (the "Sales Tax"). The Sales Tax Resolution has been filed with the Secretary of State on June 4, 2019, pursuant to Minnesota Statutes, Section 645.021. In addition, the Special Legislation authorizes the issuance of general obligation bonds to which the sales and use tax revenues are pledged to finance the Sales Tax Projects.

Maturity schedules for each portion of the Bonds are attached hereto as Exhibit A.

1.02. Sale

Pursuant to the Terms of Proposal and the Preliminary Official Statement prepared on behalf of the City by Ehlers & Associates, Inc. ("Ehlers"), municipal advisors to the City, sealed or electronic proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened and publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of [____], in [____], [____] (the "Purchaser"), to purchase the Bonds at a purchase price of \$[____], on the further terms and conditions hereinafter set forth.

1.03. Award

The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and City Administrator are hereby authorized and directed to execute a contract on the part of the City with the Purchaser for the sale of the Bonds in accordance with the Terms of Proposal. The good faith deposit of the Purchaser shall be retained and deposited by the City until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY

2.01. Issuance of Bonds

All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment

The Bonds shall be originally dated as of the date of issuance thereof, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities, shall mature on February 1 in the years and amounts stated below, and shall bear interest from date of original

issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate (%)</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
	<u>(\$)</u>			<u>(\$)</u>	<u>(%)</u>		<u>(\$)</u>	<u>(%)</u>
2021			2028			2035		
2022			2029			2036		
2023			2030			2037		
2024			2031			2038		
2025			2032			2039		
2026			2033			2040		
2027			2034					

[REVISE MATURITY SCHEDULE FOR ANY TERM BONDS]

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond at the principal office of the Registrar (as hereinafter defined), the principal amount thereof, shall be payable by check or draft issued by the Registrar; provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates

Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable each February 1 and August 1, commencing February 1, 2021 (each such date, an "Interest Payment Date"), to the person in whose name the Bonds are registered on the Bond Register (as hereinafter defined) at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption

Bonds maturing in 2030 and later years are each subject to redemption and prepayment at the option of the City, in whole or in part, and if in part in such order of maturity dates as the City may select and by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000 as to Bonds maturing on the same date, on February 1, 2029, and on any date thereafter, at a price equal to the principal amount thereof plus accrued interest to the date of redemption. Prior to the date specified for the redemption of any Bond prior to its stated maturity date, the City will cause notice of the call for redemption to be published if and as required by law, and, at least thirty days prior to the designated redemption date, will cause notice of the call to be mailed by first class mail (or, if applicable, provided in accordance with the operational arrangements of the bond depository), to the registered owner of any Bond to be redeemed at the owner's address as it appears on the Bond Register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect

or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of such Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS –
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing on February 1, 20__ and 20__ (the Term Bonds) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

<u>Term Bonds Maturing in 20__</u>		<u>Term Bonds Maturing in 20__</u>	
<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>	<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>
(final maturity)		(final maturity)	

Notice of redemption shall be given as provided in the preceding paragraph.]

2.05. Appointment of Initial Registrar

The City hereby appoints Bond Trust Services Corporation, in Roseville, Minnesota, as the initial bond registrar, transfer agent and paying agent (the “Registrar”). The Mayor and City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Registration

The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a Bond Register (the "Bond Register") in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each Interest Payment Date and until such Interest Payment Date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the Bond Register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond

destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, subd. 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution, Authentication and Delivery

The Bonds shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the signatures of the Mayor and City Administrator, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the City Administrator shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository

For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC’s Operational Arrangements.

(a) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this Resolution, registering the transfer of Bonds, and for all other purposes whatsoever, and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the Bond Register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC’s Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(b) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (d) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (d) hereof.

(c) The execution and delivery of the Representation Letter to DTC by the Mayor or City Administrator, if not previously filed, is hereby authorized and directed.

(d) In the event that any transfer or exchange of Bonds is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.09. Form of Bonds

The Bonds shall be prepared in substantially the form found at Exhibit C.

SECTION 3. USE OF PROCEEDS; CONSTRUCTION FUND

Use of Proceeds. There is hereby established on the official books and records of the City a General Obligation Bonds, Series 2020A Construction Fund (the "Construction Fund"). Within the Construction Fund are established the following accounts:

(a) Improvement Projects Account. The Improvement Projects Account shall be credited with \$[] from the proceeds of the Improvement Bonds, representing the estimated costs of the Improvement Projects (\$[]) and costs of issuance of the Improvement Bonds (\$[]). Every item of expense made for the Improvement Projects shall be deducted from the Improvement Projects Account to the extent paid from proceeds of the Improvement Bonds. The City Finance Director shall maintain the Improvement Projects Account until payment of all costs and expenses incurred in connection with the construction of the Improvement Projects have been paid.

(b) Utility Projects Account. The Utility Projects Account shall be credited with \$[] from the proceeds of the Utility Bonds, representing the estimated costs of the Utility Projects (\$[]) and costs of issuance of the Utility Bonds (\$[]). The City Finance Director shall maintain the Utility Projects Account until all costs and expenses incurred by the City in connection with the construction of the Utility Projects have been paid.

(c) Sales Tax Projects Account. The Sales Tax Projects Account shall be credited with \$[] from the proceeds of the Sales Tax Bonds, representing the estimated costs of the Sales Tax Projects (\$[]) and costs of issuance of the Sales Tax Bonds (\$[]). The City Finance Director shall maintain the Sales Tax Projects Account until all costs and expenses incurred by the City in connection with the construction of the Sales Tax Projects have been paid.

All funds on hand in the Construction Fund when terminated shall be credited to the Bond Fund described in Section 4 hereof, unless and except as such proceeds may be transferred to some other fund or account as to which the City has received from bond counsel an opinion that such

other transfer is permitted by applicable laws and does not impair the exemption of interest on the Bonds from federal income taxes.

SECTION 4. GENERAL OBLIGATION BONDS, SERIES 2020A BOND FUND

There is hereby created and shall be maintained on the official books and records of the City a General Obligation Bonds, Series 2020A Bond Fund (the "Bond Fund"), the moneys in which shall be used solely for the payment of the principal of and interest on the Bonds. Within the Bond Fund are established the following sub-accounts within the Debt Service Account (defined hereinafter):

- (a) Improvement Projects Subaccount. There shall be credited to the Improvement Projects Subaccount the following:
 - (i) Improvement Bond proceeds in the amount of \$[_____];
 - (ii) the amounts specified in Section 3 above, after payment of all costs of the Improvement Projects;
 - (iii) special assessments levied and collected in accordance with Section 5 hereof;
 - (iv) any taxes collected pursuant to Section 8 hereof; and
 - (v) any other funds appropriated by the Council for the payment of the Improvement Bonds.
- (b) Utility Projects Subaccount. There shall be credited to the Utility Projects Subaccount the following:
 - (i) Utility Bond proceeds in the amount of \$[_____];
 - (ii) the amounts specified in Section 3 above, after payment of all costs of the Utility Projects;
 - (iii) net revenues of the System which is owned and operated by the City, such revenues to be distributed ratably with respect to the portion of the Bonds payable therefrom and any other obligations of the City payable from the same source;
 - (iv) any taxes collected pursuant to Section 8 hereof; and
 - (v) any other funds appropriated by the Council for the payment of the Utility Bonds.

- (c) Sales Tax Projects Subaccount. There shall be credited to the Sales Tax Projects Subaccount the following:
- (i) Sales Tax Bond proceeds in the amount of \$[_____];
 - (ii) the amounts specified in Section 3 above, after payment of all costs of the Sales Tax Projects;
 - (iii) the sales tax revenues collected pursuant to Section 7 hereof;
 - (iv) any taxes collected pursuant to Section 8 hereof; and
 - (v) any other funds appropriated by the Council for the payment of the Sales Tax Bonds.

On or before each principal and interest payment date for the Bonds, the Finance Director is directed to remit to the Registrar from funds on deposit in the Bond Fund the amount needed to pay principal and interest on the Bonds on the next succeeding principal and interest payment date.

There are hereby established two accounts in the Bond Fund, designated as the "Debt Service Account" and the "Surplus Account." There shall initially be deposited into the Debt Service Account upon the issuance of the Bonds the amount set forth in clause (a) above. Thereafter, during each bond year (each twelve month period commencing on February 2 and ending on the following February 1, a "Bond Year"), as monies are received into the Bond Fund, the Finance Director shall first deposit such monies into the Debt Service Account until an amount has been appropriated thereto sufficient to pay all principal and interest due on the Bonds through the end of the Bond Year. All subsequent monies received in the Bond Fund during the Bond Year shall be appropriated to the Surplus Account. If at any time the amount on hand in the Debt Service Account is insufficient for the payment of principal and interest then due, the Finance Director shall transfer to the Debt Service Account amounts on hand in the Surplus Account to the extent necessary to cure such deficiency. Investment earnings (and losses) on amounts from time to time held in the Debt Service Account and Surplus Account shall be credited or charged to said accounts.

If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Surplus Account when the balance therein is sufficient, and the City covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 5. SPECIAL ASSESSMENTS

The City hereby covenants and agrees that, for the payment of the costs of the Improvement Projects, the City has done or will do and perform all acts and things necessary for the final and valid levy of special assessments in an amount not less than 20% of the cost of the Improvements

Project financed by the Bonds. The City estimates it will levy special assessments in the aggregate principal of \$[402,872.00]. It is estimated that the principal and interest on such special assessments will be levied beginning in 2021 and collected in the years 2021-2030 in the amounts shown on Exhibit B attached hereto. The principal of the assessments shall be made payable in annual installments, with interest as established by the Council in accordance with law on unpaid installments thereof from time to time remaining unpaid. In the event any special assessment shall at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the City or by this Council or by any of the officers or employees of the City, either in the making of such special assessment or in the performance of any condition precedent thereto, the City hereby covenants and agrees that it will forthwith do all such further things and take all such further proceedings as shall be required by law to make such special assessment a valid and binding lien upon said property.

SECTION 6. PLEDGE OF NET REVENUES

It is hereby found, determined and declared that the City owns and operates the System as a revenue-producing utility and convenience and that the net operating revenues of the System, after deducting from the gross receipts derived from charges for the service, use, and availability of the System, the normal, current and reasonable expenses of operation and maintenance thereof, will be sufficient, together with any other funds actually appropriated by the City, for the payment when due of the principal of and interest on the Utility Bonds herein authorized, and on any other bonds to which such revenues are pledged.

Pursuant to Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the registered owners from time to time of the Bonds, that until the Utility Bonds and the interest thereon are discharged as provided in Section 8 or paid in full, the City will impose and collect reasonable charges in accordance with said Section 444.075 for the service, use and availability of the System according to schedules sufficient to produce net revenues sufficient to pay the Utility Bonds and any other bonds to which said net revenues have been pledged, and the net revenues, to the extent necessary, are hereby irrevocably pledged and appropriated to the payment of the Utility Bonds herein authorized and interest thereon when due. Nothing herein shall preclude the City from hereafter making further pledges and appropriations of the net revenues of the System for payment of additional obligations of the City hereafter authorized if the Council determines before the authorization of such additional obligations that the estimated net revenues of the System will be sufficient, together with any other sources pledged to the payment of the outstanding and additional obligations, for payment of the outstanding Utility Bonds and such additional obligations. Such further pledges and appropriations of net revenues may be made superior or subordinate to or on a parity with, the pledge and appropriation herein made.

SECTION 7. PLEDGE OF SALES TAX REVENUES

The City hereby pledges to, and shall deposit in, the Sales Tax Projects Subaccount in the Debt Service Account in the Bond Fund, to the extent required to pay debt service on the Sales Tax Bonds when due, proceeds of the Sales Tax, which proceeds have been and may be pledged on a parity basis to other obligations of the City authorized to be issued by the Special Legislation and Sales Tax Resolution, as the same may be amended from time to time.

SECTION 8. PLEDGE OF TAXING POWERS

For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. In order to produce aggregate amounts which, together with the collections of other amounts as set forth in Section 4, will produce amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all taxable property in the City, the taxes to be levied and collected in the following years and amounts:

Levy Years Collection Years Amount

See attached schedules

The taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the tax levies from other legally available funds, in accordance with the provisions of Minnesota Statutes, Section 475.61.

SECTION 9. DEFEASANCE

When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the registered owners of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest then due, provided that notice of such redemption has been duly given as provided herein. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date, provided, however, that if such deposit is made more than ninety days before the maturity date of the Bonds to be discharged, the City shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates.

SECTION 10. TAX COVENANTS, ARBITRAGE MATTERS AND CONTINUING DISCLOSURE

10.01. General Covenant

The City agrees with the registered owners from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations (the "Regulations"), and agrees to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. All proceeds of the Bonds deposited in the Construction Fund will be expended solely for the payment of the costs of the Projects. The Projects are and will be owned and maintained by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, management contract, use agreement, capacity agreement or other agreement with any non-governmental person relating to the use of the Projects, or any portion thereof, or security for the payment of the Bonds which might cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

10.02. Arbitrage Certification

The Mayor and City Administrator being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the applicable Regulations.

10.03. Arbitrage Rebate.

The City acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no "gross proceeds" of the Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof.

10.04. Qualified Tax-Exempt Obligations

The City Council hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt governmental obligations (within the meaning of Section 265(b)(3) of the Code) which will be issued by the City and all subordinate entities during calendar year 2020 does not exceed \$10,000,000.

10.05. Reimbursement

The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the Project which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the portion of the Bonds allocable to the Project.

10.06. Continuing Disclosure

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the “Rule”), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the Outstanding Bonds. The City is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the City fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, “Beneficial Owner” means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2020, the following financial information and operating data in respect of the City (the “Disclosure Information”):

(A) the audited financial statements of the City for such fiscal year, prepared in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and

(B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: Current Property Valuations, Direct Debt, Tax Levies and Collections, US Census Data/Population Trend, and Employment/Unemployment Data, which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access System (“EMMA”) or to the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect, provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(2) In a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events (each, a “Material Fact”):

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults, if material;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers, or their failure to perform;
- (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (G) Modifications to rights of security holders, if material;
- (H) Bond calls, if material, and tender offers;
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities, if material;
- (K) Rating changes;
- (L) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (O) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in paragraphs (O) and (P) above, the term “financial obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(3) In a timely manner, notice of the occurrence of any of the following events or conditions:

- (A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
- (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);
- (C) the termination of the obligations of the City under this section pursuant to subsection (d);
- (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
- (E) any change in the fiscal year of the City.

(c) Manner of Disclosure.

(1) The City agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).

(2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

(1) The covenants of the City in this section shall remain in effect so long as any Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this section shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

(2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 11. CERTIFICATION OF PROCEEDINGS

11.01. Registration and Levy of Taxes

The City Administrator is hereby authorized and directed to file a certified copy of this Resolution in the records of the County, together with such additional information as required, and to obtain a certificate that the Bonds have been duly entered upon the County Auditor's bond register and the tax required by law has been levied.

11.02. Authentication of Transcript

The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

11.03. Official Statement

The Preliminary Official Statement relating to the Bonds, dated as of April 23, 2020, prepared and distributed by Ehlers, is hereby approved. Ehlers is hereby authorized on behalf of the City to prepare and distribute to the Purchaser within seven business days from the date hereof, a Final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

11.04. Authorization of Payment of Certain Costs of Issuance of the Bonds

The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank, on the closing date for further distribution as directed by Ehlers.

Upon vote being taken thereon the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

Maturity Schedule

<u>Year</u>	<u>Improvement Bonds</u>	<u>Utility Bonds</u>	<u>Sales Tax Bonds</u>
		[to come]	
TOTAL			

EXHIBIT B

Special Assessments and Levies

[to come]

EXHIBIT C

UNITED STATES OF AMERICA
STATE OF MINNESOTA
CITY OF CAMBRIDGE

GENERAL OBLIGATION BOND,
SERIES 2020A

No. R- _____ \$ _____

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
	February 1,	[_____], 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

CITY OF CAMBRIDGE, MINNESOTA (the “City”), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 of each year, commencing February 1, 2021 (each such date, an “Interest Payment Date”), all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the Registrar described below, the principal hereof are payable in lawful money of the United States of America drawn on Bond Trust Services Corporation, in Roseville, Minnesota, as bond registrar, transfer agent and paying agent (the “Registrar”), or its successor designated under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$[PAR] issued pursuant to a resolution adopted by the City Council on May 4, 2020 (the “Resolution”), to finance assessed street improvement projects, improvements to the City’s sanitary sewer, water, and storm sewer systems, and the City’s street project and public library project. This Bond is issued by authority of and in strict accordance with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapters 429, 444 and 475 and Minnesota Laws 2019, First Special Session, Chapter 6, Article 6, Section 15. For the full and prompt payment of the principal of and interest on the Bonds as the same become due, the full

faith, credit and taxing power of the City have been and are hereby irrevocably pledged. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds maturing in 2030 and later years are each subject to redemption and prepayment at the option of the City, in whole or in part, and if in part in such order of maturity dates as the City may select and by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000 as to Bonds maturing on the same date, on February 1, 2029, and on any date thereafter, at a price equal to the principal amount thereof plus accrued interest to the date of redemption. Prior to the date specified for the redemption of any Bond prior to its stated maturity date, the City will cause notice of the call for redemption to be published if and as required by law, and, at least thirty days prior to the designated redemption date, will cause notice of the call to be mailed by first class mail (or, if applicable, provided in accordance with the operational arrangements of the bond depository), to the registered owner of any Bond to be redeemed at the owner's address as it appears on the Bond Register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of such Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS -
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing in the years 20__ and 20__ shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

<u>Term Bonds Maturing in 20__</u>		<u>Term Bonds Maturing in 20__</u>	
<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>	<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>
(final maturity)		(final maturity)	

Notice of redemption shall be given as provided in the preceding paragraph.]

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond

or Bonds to be issued in the name of the designated transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date; subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to any such transfer or exchange.

The Bonds have been designated as "qualified tax-exempt obligations" pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the City has by the Resolution appropriated to the payment of the principal of and interest on the sales tax portion of the Bonds, on a parity with other obligations made payable therefrom, certain sales and use taxes imposed by the City, and has covenanted and agreed to collect and apply to payment of the Bonds, certain net revenues of the storm water, sanitary sewer, and water systems, which are owned and operated by the City, and special assessments upon property specially benefited by the local improvements financed by the Bonds, which sales and use taxes, revenues, and special assessments are estimated to be collectible in years and amounts sufficient to produce sums not less than five percent in excess of the principal of and interest on the Bonds when due, and has appropriated such sales and use taxes, revenues and special assessments to its General Obligation Bonds, Series 2020A Bond Fund for the payment of principal and interest; that if necessary for the payment of such principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the City, without limitation as to rate or amount; that all proceedings relative to the improvements financed by this Bond have been or will be taken according to law and that the issuance of this Bond, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Cambridge, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile signatures of the Mayor and City Administrator.

CITY OF CAMBRIDGE, MINNESOTA

(Facsimile Signature City Administrator)

(Facsimile Signature Mayor)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint
_____ attorney to transfer the said Bond on the books kept for
registration of the within Bond, with full power of substitution in the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment
must correspond with the name as it appears upon the
face of the within Bond in every particular, without
alteration or enlargement or any change whatsoever.

Signature Guaranteed: _____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of
the Registrar, which requirements include membership or participation in STAMP or such other
"signature guaranty program" as may be determined by the Registrar in addition to or in
substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE:

CERTIFICATION OF MINUTES RELATING TO
\$[PAR] GENERAL OBLIGATION BONDS, SERIES 2020A

Issuer: City of Cambridge, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held May 4, 2020, at 6:00 p.m., at the City offices.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION AUTHORIZING ISSUANCE, AWARDING
SALE, PRESCRIBING THE FORM AND DETAILS AND
PROVIDING FOR THE PAYMENT OF \$[PAR] GENERAL
OBLIGATION BONDS, SERIES 2020A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on _____, 2020.

City Administrator

It was reported that [] ([]) proposals for the purchase of \$[PAR] General Obligation Bonds, Series 2020A were received prior to 10:00 a.m., Central time, on Monday, May 4, 2020, pursuant to the Preliminary Official Statement distributed to potential purchasers of the Bonds by Ehlers & Associates, Inc., municipal advisors to the City. The proposals have been publicly opened, read and tabulated and were found to be as follows:

SEE ATTACHED

CERTIFICATE OF ISANTI COUNTY AUDITOR
AS TO REGISTRATION AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Isanti County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on May 4, 2020, by the City Council of the City of Cambridge, Minnesota, setting forth the form and details of an issue of \$[PAR] General Obligation Bonds, Series 2020A, dated as of [_____], 2020, and levying taxes for the payment thereof.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 through 475.63.

WITNESS my hand and official seal on _____, 2020.

County Auditor

(SEAL)

Prepared by: Linda J. Woulfe, City Administrator

Background

The City’s election equipment supplier, ES&S, is offering a solution to aide in protecting poll workers and voters from airborne infections with the Check-in Protective Shield.

Benefits of having the protective shields are:

- They are a clear barrier that can be placed at roster judge and ballot judge tables where contact with voters is unavoidable.
- These stable and transparent partitions provide an effective barrier against airborne infection.
- These shields were designed to be compatible for use with the City’s KnowInk pollbooks.
- They could also be used at City Hall’s front counters when not in use for elections.

Protecting our election judges is a prime concern given the age demographics of our judges and the number of voters interacted with on election day. I believe purchasing these shields demonstrates the City’s commitment to taking proactive precautions to protect our judges. It also provides another layer of protection for City staff if City Hall is permitted to reopen by the Governor.

Fiscal Note

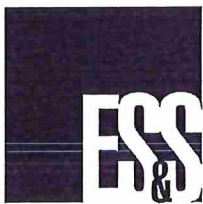
The City has four roster judge and one ballot judge table for each precinct so we would need 10 shields.

10 shields @ \$149.95 per shield	\$1,499.50
Shipping	<u>\$ 500.00</u>
Total	\$1,999.50

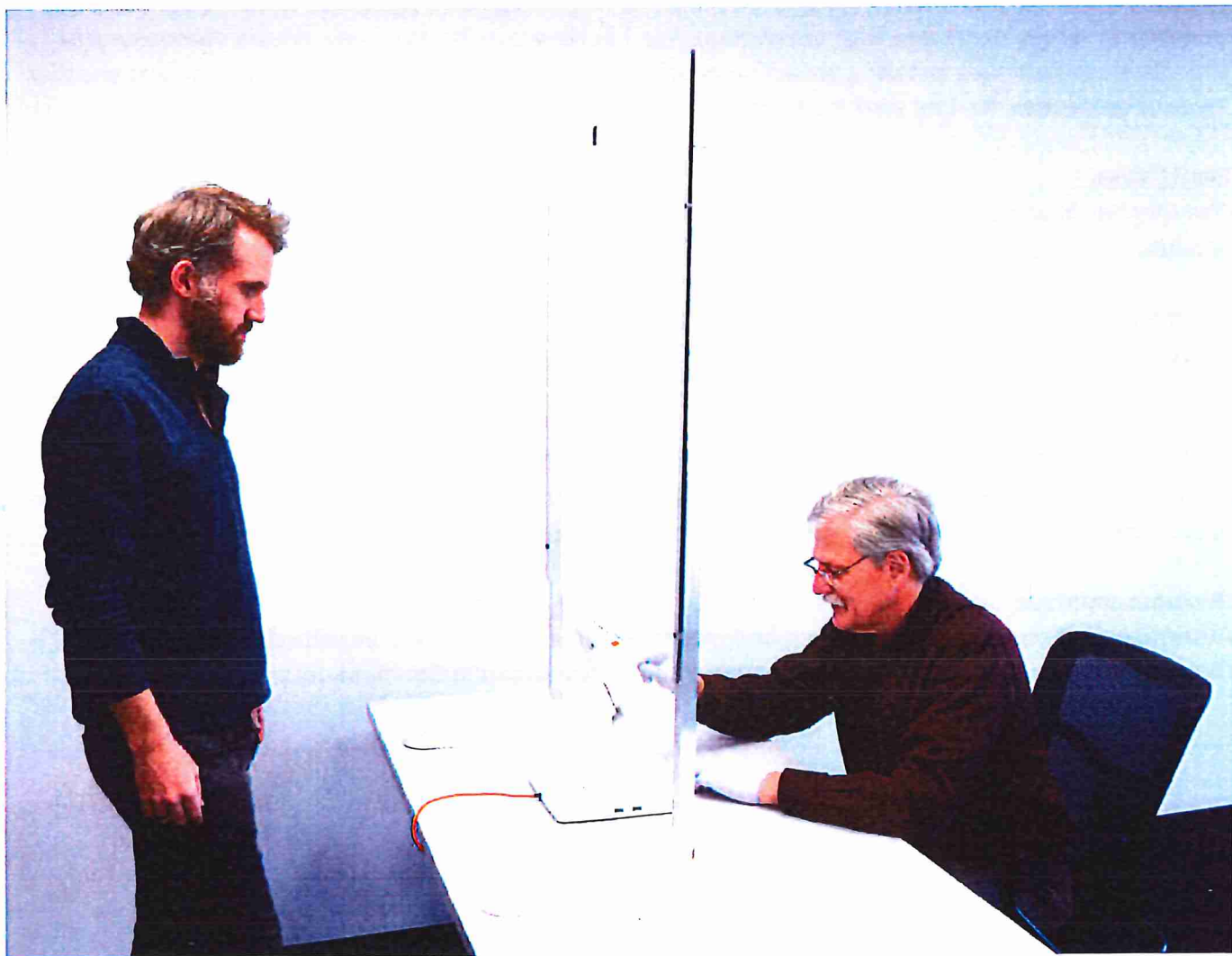
With the cancellation of the League of Minnesota Cities conference, I recommend reducing the Council’s Schools & Meetings line item (101-41110-440) by \$2,000 and move those funds to Elections Small Tools and Equipment (101-41410-240) to cover the cost.

Recommendation

Authorize staff to purchase ten Check-In Protective Shields from ES & S and direct the Finance Director to make the necessary budget adjustments as outlined in the fiscal note.



Check-In Protective Shield



The Check-In Protective Shield is a clear barrier placed at voter check-in stations. It is designed to support public health measures at polling places.



EASY SET UP

Snap each leg into the plastic foot to assemble.

COMPATIBILITY

Accommodates ES&S, Knowlnk, Tenex and paper pollbooks.

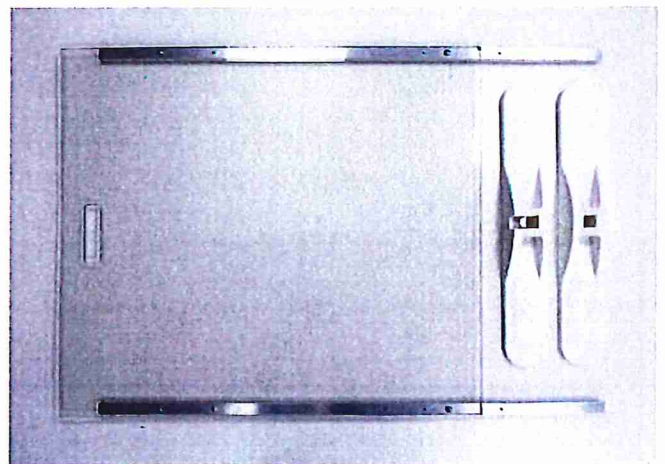
SANITIZING

Surfaces should be cleaned with 70% isopropyl alcohol.

PACKED DIMENSIONS

48" x 30" x 4"

\$149.95 per shield



Prepared by: Lucas Milz, Airport Manager

Background:

In 2020 the Cambridge Municipal Airport has multiple improvement projects planned. I have included a memo from Short Elliot Hendrickson that gives a brief explanation of the planned work and the funding needed.

Options

Option 1; Property Acquisition, Taxiway Relocation, and Obstruction Removal. \$0 Local Share.

Option 2; Property Acquisition, Taxiway Relocation, Taxiway widening to 35' width, and Obstruction Removal. \$37,671.94 Local Share.

Option 3; Property Acquisition, Taxiway Relocation, LED Lighting on Taxiway, Taxiway widening to 35' width, and Obstruction Removal. \$37,671.94 Local Share

Fiscal Note

With Option 3, the City's financial obligation after applying the \$30,000 CARES Act Funding is \$7,671.94.

Recommendation

Approve Option 3 existing of Property Acquisition, Taxiway Relocation, LED Lighting on Taxiway, Taxiway widening to 35' width, and Obstruction Removal. \$37,671.94 Local Share and the Architect-Engineer Agreement with Short Elliot Hendrickson for professional services related to the Taxiway Relocation and Obstruction Removal.

Attachments:

S.E.H. Memorandum

Architect/Engineer Agreement from S.E.H.



MEMORANDUM

TO: Lucas Milz, Assistant Public Works Director
City of Cambridge, Minnesota

FROM: Lindsay Reidt, PE

DATE: April 29, 2020

RE: 2020 Taxiway A Relocation
Construction Contract Award Recommendation
SEH No. CAMBR 146032 14.00

PROJECT SCOPE:

The 2020 projects for the Cambridge Municipal Airport include relocation of Taxiway A, land acquisition, and obstruction removal.

The taxiway relocation project includes moving the existing taxiway 40 feet east, farther from the runway to meet FAA separation standards. Project bidding includes a base bid for a 25 foot taxiway width, Alternate 1 for an additional 10 feet of pavement (35 feet total width), and Alternate 2 which would add LED taxiway edge lighting.

The land acquisition includes a parcel to the southeast of the airport that was purchased as airport property in 2019. Due to a long history of tree obstructions on this property, the obstructions within the protected airport approach and departure surfaces will be removed as part of the 2020 obstruction removal project.

Bid Results – 2020 Taxiway A Relocation:

On Thursday April 23, 2020, bids were received by the City of Cambridge for the 2020 Taxiway A Relocation project. The bids included a Base Bid, Alternate 1, and Alternate 2.. Two (2) bids were submitted, with the results as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate 1</u>	<u>Alternate 2</u>	<u>Total Bid</u>
North Valley, Inc.	\$ 525,402.14	\$ 119,273.14	\$ 119,710.46	\$ 764,385.74
Knife River Corp	\$ 567,797.97	\$ 116,478.50	\$ 98,396.89	\$ 782,673.36
Engineer’s Estimate	\$ 460,210.00	\$ 96,985.00	\$ 112,050.00	\$ 669,245.00

Quote Results – 2018 Obstruction Removal:

On Wednesday, April 29, 2020, contractors were requested to submit quotes for the 2020 Obstruction Removal project to SEH, Inc. The Engineer’s estimate for the project was \$35,500. Three (3) quotes were submitted, with the results as follows:

<u>Contractor</u>	<u>Bid Amount</u>
YTS Utility Group, LLC	\$28,723.00
Reliable Tree Service, Inc.	\$40,000.00
Husky Construction, Inc.	\$61,500.00

Land Acquisition:

In 2019 Parcel 13A was purchased and became airport property. The land was purchased for \$460,000. With the inclusion of professional service fees the total Land Acquisition cost was \$509,200. The City of Cambridge paid these costs in 2019 and will be reimbursed through the 2020 FAA Grant.

SEH RECOMMENDATION:

Based on the outcome of the bids and quotes, as well as the company reputations, it is SEH's recommendation that the City of Cambridge award the 2020 Taxiway A Relocation project to North Valley, Inc. and the 2020 Obstruction Removal project to YTS Utility Group, LLC., contingent on reception of the FAA and MnDOT Aeronautics grant.

In reliance on our experience with both the contractors and information provided in the bid and quote, we have determined that they have a sufficient understanding of the project and equipment to perform the construction for which it bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

PROJECT COST SUMMARY:

The following information summarizes the available entitlement dollars and costs of the components for this year's federal and state grant:

2020 CBG Entitlement fund balance:

Balance - \$523,869

Repayment (Rush City via Mahnomon) - \$150,000

Repayment (Baudette) - \$103,538 (still owe \$46,462 to be transferred in 2021)

Total - \$777,407

2020 CIP:

Land Acquisition - \$509,200 (Land = \$460,000, Prof. Services = \$49,200)

Taxiway A Relocation:

Base Bid - \$525,402.14

Alternate 1 - \$119,273.14 (70/30 MNDOT)

Alternate 2 - \$119,710.46

Obstruction Removal: \$28,723

Const. Admin: \$79,300 (\$73,000 is 100% FAA, \$6,300 is 70/30 MnDOT/Local share)

A decision is required regarding which aspects of the taxiway project are awarded, the funding summary of each option is as follows:

Option 1: Total w/ Base Bid Only: \$1,136,325.14
 90% = \$1,022,692.63
 10% (CARES Act) = \$113,632.51
 Transfer needed: \$245,285.63
 MnDOT Share: \$0
 Local Share: \$0

Option 2: Total w/ Base Bid + Alt. 1: \$1,261,898.28
Total Eligible = \$1,136,325.14
90% = \$1,022,692.63
10% (CARES Act) = \$113,632.51
Transfer needed: \$245,285.63
MnDOT Share: \$87,901.20 (70% Alt. 1)
Local Share: \$37,671.94 (30% Alt 1)

Option 3: Total w/ Base Bid + Alt. 1 & 2: \$1,381,608.74
Total Eligible = \$1,251,035.60
Eligible 90% = \$1,130,432.04
10% (CARES Act) = \$125,603.56
Transfer needed: \$353,025.04
MnDOT Share: \$87,901.20 (70% Alt. 1)
Local Share: \$37,671.94 (30% Alt 1)

SEH has worked with other Minnesota Airports to secure additional FAA entitlement funding through entitlement transfers, much like Cambridge has done for other airports in the past. The following funds have been secured for the 2020 projects:

Red Wing - \$150,000
Austin - \$150,000
Walker - \$75,000

The eligible portions of the project are anticipated to fully funded by a 100 percent FAA grant. This is due to the recently passed stimulus CARES Act, which granted \$10 billion in additional funding to the FAA to use to help communities fund airport improvement projects during FY2020. Your project will still be funded by entitlement dollars for 90 percent of the project and the CARES Act funds will cover the remaining 10 percent.

The MnDOT and local shares for the project are anticipated to be zero percent for federally eligible portions. If Alternate 1 is awarded, that portion of the project would be funded with a MnDOT grant at 70 percent, with 30 percent of the costs covered locally. Since the final FAA and MnDOT eligibility determination is made once the grant application is submitted, there may be some changes in the final local share.

ARCHITECT/ENGINEER AGREEMENT
Between

City of Cambridge

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of Cambridge, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Cambridge Municipal Airport, entitled:

2020 Taxiway A Relocation & Obstruction Removal,

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

/

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

- 1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

- 2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14E, dated September 30, 2014, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:

- 1) Travel and subsistence.

- 2) Computer services.
- 3) Outside professional and technical services.
- 4) Identifiable reproduction and reprographic charges.
- 5) Expendable field supplies and special field equipment rental.
- 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.

d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
 3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
 4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
 5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
 10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
 13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and

maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance; shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its

principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City Administrator
City of Cambridge
300 Third Ave NE
Cambridge, MN 55008

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. MINNESOTA DATA PRACTICES ACT

OWNER is subject to all of the provisions of the Minnesota Government Data Practices Act ("MGDPA") which is currently codified at Minnesota Statutes Section 13.01 through Section 13.90. Based on the MGDPA, OWNER shall have the unconditional right to provide this Agreement, all data created as result of this Agreement, and all data which is related to this Agreement to any individual or entity if required by the MGDPA. The terms of this Article shall take precedence over and control over any other conflicting terms contained in this Agreement.

ARTICLE 21. SPECIAL CONDITIONS

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

City of Cambridge
OWNER

Short Elliott Hendrickson Inc.
CONSULTANT

By _____

By _____

Attest _____

Attachments: A, B, C

ATTACHMENT A SUMMARY

2020 Taxiway A Relocation & Obstruction Removals CAMBRIDGE MUNICIPAL AIRPORT (CBG) CITY OF CAMBRIDGE

This scope of work consists of construction administration services for Taxiway A Relocation and Obstruction Removals. The taxiway will be constructed to accommodate TDG-1A and follows design standards for a 25' taxiway with fillets. Taxiway lighting and airfield signage is also included.

An additional 10 feet will be constructed, for a 35' taxiway with radii. This portion of work is not included in the FAA grant, these items are eligible for MnDOT state funding only.

Compensation by the Owner to the Consultant shall be a lump sum amount as follows:

2020 Taxiway A Relocation & Obstruction Removal – FAA Eligible Items	\$73,000.00
35' Taxiway Construction – MnDOT-Eligible Items	\$ 6,300.00
Total Contract Amount	\$79,300.00

A description of the services to be provided is included in Attachments A-I, A-II.

A detailed estimate of labor cost and expenses is included in Attachments B-I, B-II.

PROJECTED DATES

The anticipated dates are:

April 23, 2020	Bid Opening
May 4, 2020	Contract Award Recommendation
May 18, 2020	Grant Request Submittal
August/September 2020	Taxiway Construction
November 2020 – March 2021	Obstruction Removals

Attachment A-I
Project Scope and Scope of Engineering Services
2020 Taxiway A Relocation & Obstruction Removals – FAA Eligible Items
Cambridge Municipal Airport
Cambridge, Minnesota

CONSTRUCTION ADMINISTRATION / OBSERVATION / CLOSEOUT

Project Description and Scope

This project consists of construction administration services for construction of the relocation of Taxiway A and obstruction removals. Existing Taxiway A will be removed, then shifted 40' to the east and reconstructed. Taxiway edge lighting and airfield signage will be included in the project. Obstruction removals will occur on the south east end of the airfield, on the newly acquired airport property.

This proposal will provide engineering services associated with the construction phase of the project. The time of substantial completion for construction of the taxiway is 32 calendar days and 14 calendar days for obstruction removal. It is anticipated that work will be performed during the weekdays, with occasional work on Saturday. Materials are expected to be ordered upon receipt of the grant and construction is anticipated to start dependent on the schedule of the materials.

SCOPE OF SERVICES:

Services to be provided for under this proposal include professional engineering for construction observation, management and administration. Specific tasks to be performed by SEH include the following:

1. Establish Survey Control. SEH will provide survey control for the project. Control points for horizontal and vertical control will be established and provided to the Contractor.
2. Preconstruction Activities. A preconstruction conference will be held prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. SEH will administer the preconstruction conference, issue notifications, and record meeting minutes.
3. Submittal and Shop Drawing Review. SEH will review product and material data, shop drawings, mix design, samples, and other items required to be submitted by the contractor.
4. Construction Observation. SEH will provide construction observation for the duration of construction. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and weekly progress reports.
5. Progress Meetings. It is anticipated that progress meetings will be scheduled during construction as needed. The progress meetings will be attended either in person or by conference call by SEH, including the RPR, project manager, and/or other staff as needed or required.
6. Pay Estimates. SEH will prepare multiple partial pay estimates and one final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.

7. Final Inspection / Punchlist. A final inspection will be conducted by SEH after completion of the project. SEH will issue notifications and prepare a punchlist of any outstanding items needing correction.
8. Record Drawings. Record drawings will incorporate any modifications or additions that occurred during construction. A final plan set will be plotted and distributed to the City for their records.
9. As-Built ALP Update. The Airport Layout Plan Sheet will be updated and routed to the City, MnDOT and FAA.
10. FAA Project Closeout Report. The Consultant will prepare a "Project Closeout Report" as required by the FAA and using "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).
11. Project Management. Time required for the overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the City, Contractor, FAA, Mn/DOT, and other regulatory agencies and utilities.

Subconsultants performing work under this proposal include the following:

1. Braun Intertec, Inc. Quality assurance testing for compaction and paving work will be performed by Braun Intertec of St. Cloud, Minnesota.
2. Barr Engineering. Electrical reviews and inspections will be completed by Barr Engineering of Bloomington, Minnesota.

Attachment A-II
Project Scope and Scope of Engineering Services
2020 Taxiway A Relocation – FAA Ineligible Items
Cambridge Municipal Airport
Cambridge, Minnesota

CONSTRUCTION ADMINISTRATION / OBSERVATION / CLOSEOUT

Project Description and Scope

This project consists of construction administration services for construction of the relocation of Taxiway A. Existing Taxiway A will be removed, then shifted 40' to the east and reconstructed. The reconstruction will include a 35' wide taxiway, the area beyond the 25' width are eligible for MnDOT state funding.

SCOPE OF SERVICES:

Services to be provided for under this proposal include professional engineering for construction observation, management and administration. Specific tasks to be performed by SEH include the following:

1. Construction Observation. SEH will provide construction observation for the duration of construction. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and weekly progress reports.
2. Pay Estimates. SEH will prepare multiple partial pay estimates and one final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.
3. Final Inspection / Punchlist. A final inspection will be conducted by SEH after completion of the project. SEH will issue notifications and prepare a punchlist of any outstanding items needing correction.
4. Record Drawings. Record drawings will incorporate any modifications or additions that occurred during construction. A final plan set will be plotted and distributed to the City for their records.
5. Project Management. Time required for the overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the City, Contractor, FAA, Mn/DOT, and other regulatory agencies and utilities.

ATTACHMENT B-I
ESTIMATED FEES AND EXPENSES
2020 Taxiway A Relocation & Obstruction Removal
Construction Observation, Administration and Closeout
Cambridge Municipal Airport

Task No.	Task Description	Project Manager	Project Engineer	Senior Technician	Admin Technician	
1	Establish Survey Control	1	2	2	0	
2	Preconstruction Activities	4	5	0	0	
3	Submittal and Shop Drawing Review	2	6	0	0	
4	Construction Observation	8	345	0	0	
5	Progress Meetings	8	10	2	0	
6	Pay Estimates	6	8	0	4	
7	Final Inspection/Punchlist	6	10	5	0	
8	Record Drawings	2	8	6	0	
9	As-Built ALP Update	2	2	2	0	
10	FAA Project Close-out Report	1	8	1	4	
11	Project Management	10	6	2	2	
	Total hours per labor category	50	410	20	10	

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	50	\$57.64	\$2,882.00
Project Engineer	410	\$29.70	\$12,177.00
Senior Technician	20	\$40.05	\$801.00
Admin Technician	10	\$29.15	\$291.50
Total Direct Labor Costs:	490		\$16,151.50
Salary Overhead (35%)			\$5,653.03
General and Administrative Overhead (137%)			\$22,127.56
Total Labor Costs			\$43,932.09
Fee (15%)			\$6,589.81

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	5000	\$0.57	\$2,850.00
Construction Auto Allowance	30	\$16.00	\$480.00
Per Diem	30	\$131.00	\$3,930.00
Quality Assurance Testing (Braun Intertec)	1	\$10,225.00	\$10,225.00
Electrical Subconsultant (Barr Engineering)	1	\$3,000.00	\$3,000.00
Equipment Usage	490	\$3.00	\$1,470.00
Reproductions / Miscellaneous	1	\$500.00	\$500.00
Total Expenses			\$22,455.00

SUMMARY:

Total Labor Costs + Expenses + Fees	\$72,976.90
Estimated Total	\$73,000.00

ATTACHMENT B-II
ESTIMATED FEES AND EXPENSES
2020 Taxiway A Relocation – FAA Ineligible Items
Construction Observation, Administration and Closeout
Cambridge Municipal Airport

Task No.	Task Description	Project Manager	Project Engineer	Senior Technician	Admin Technician	
1	Construction Observation	2	20	2	0	
2	Pay Estimates	2	2	0	2	
3	Final Inspection/Punchlist	2	2	0	0	
4	Record Drawings	0	4	3	0	
5	Project Management	4	2	0	2	
	Total hours per labor category	10	30	5	4	

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	10	\$57.64	\$576.40
Project Engineer	30	\$29.70	\$891.00
Senior Technician	5	\$40.05	\$200.25
Admin Technician	4	\$29.15	\$116.60
Total Direct Labor Costs:	49		\$1,784.25
Salary Overhead (35%)			\$624.49
General and Administrative Overhead (137%)			\$2,444.42
Total Labor Costs			\$4,853.16
Fee (15%)			\$727.97

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	500	\$0.57	\$285.00
Construction Auto Allowance	2	\$16.00	\$32.00
Per Diem	2	\$131.00	\$262.00
Equipment Usage	49	\$3.00	\$147.00
Total Expenses			\$726.00

SUMMARY:

Total Labor Costs + Expenses + Fees	\$6,307.13
Estimated Total	\$6,300.00

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public

accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



Braun Intertec Corporation
3900 Roosevelt Road, Suite 113
Saint Cloud, MN 56301

Phone: 320.253.9940
Fax: 320.253.3054
Web: braunintertec.com

April 17, 2020

Proposal QTB119138

Lindsay Reidt, PE
SEH, Inc.
535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for Construction Materials Testing Services
2020 Taxiway A Relocation
Cambridge Municipal Airport
1212 Airport Avenue N
Cambridge, Minnesota

Dear Ms. Reidt:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the taxiway relocation project at the municipal airport in Cambridge, Minnesota.

Our Understanding of Project

We understand that SEH is coordinating the Taxiway A Relocation Project at the Cambridge Municipal Airport in Cambridge, Minnesota. The project consists of reclaiming existing taxiway and constructing new taxiway during 2020. The project is planned to be completed in multiple phases including Phase 1, 2, and 3. The project will consist of reclaiming existing pavement and aggregate and will include a bituminous pavement section.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by SEH on April 7, 2020
- A Geotechnical Evaluation Report prepared by Braun Intertec under Braun project B1809318, dated October 4, 2018.

Project Approach and Staff Qualifications

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear AA/EOE

gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information to determine compliance with project plans and/or specifications, other design or construction documents, and applicable ASTM and other industry standards, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials on the P-207 FDR.
- Test compacted fill placed below pavements and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Paving Related Services

- Perform full-time bituminous paving observation during placement of bituminous pavement
- Perform verification testing in accordance with MNDOT 2360 specifications

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, attend project meetings, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, fabricators and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Project construction to happen during summer of 2020.
- We estimated five (5) trips for compaction testing of P-207 blended base placement.

- We have estimated three (3) trips will be required for asphalt paving inspection time will be needed to complete this project over all phases of construction.
- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyrotory density, fine aggregate angularity, percent crushed, asphalt content and extracted aggregate gradation tests of the bituminous.
- Obtain cores and measure the thickness and density of the compacted bituminous pavement for compliance with the project documents. We assume the bituminous contractor will cut the cores.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$10,225**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. You will be billed only for services provided on a time and material basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

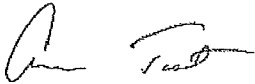
The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Agreement for Professional Services dated July 2, 2008.

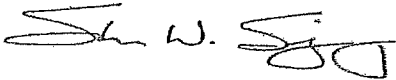
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Aaron M. Tast
Aviation Account Leader, Senior Project Manager



Shaun W. Seigny, PE
Business Unit Leader

Attachments:
Cost Estimate Table

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm-

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Project Proposal

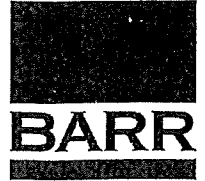
QTB119138

2020 Taxiway A Relocation

Client: SEH, Inc. Lindsay Reidt 3535 Vadnais Center Dr Saint Paul, MN 55110	Work Site Address: 1212 Airport Avenue N Cambridge, MN 55008	Service Description: Construction Materials Testing Cambridge Municipal Airport AIP 3-37-0017-11-18
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Description		Quantity	Units	Unit Price	Extension
Phase 1 CMT (QA)					
Activity 1.1	Soils				\$2,575.00
207	Compaction Testing - Nuclear	20.00	Hour	80.00	\$1,600.00
<i>Work Activity Detail</i>		<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
P207 FDR		5.00	Trips	4.00	20.00
1308	Nuclear moisture-density meter charge, per hour	20.00	Each	10.00	\$200.00
1318	Moisture Density Relationship (Standard), per sample	2.00	Each	175.00	\$350.00
1861	CMT Trip Charge	5.00	Each	85.00	\$425.00
Activity 1.2	Pavement				\$5,790.00
222	Bituminous Verification Testing, per day	32.00	Hour	105.00	\$3,360.00
<i>Work Activity Detail</i>		<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
MNDOT Bituminous Inspection		3.00	Trips	8.00	24.00
MNDOT Core Density Inspection		2.00	Trips	4.00	8.00
2689	MnDOT Bituminous Verification, per sample	3.00	Each	625.00	\$1,875.00
1542	Thickness and Density of Bituminous Core	6.00	Each	50.00	\$300.00
1861	CMT Trip Charge	3.00	Each	85.00	\$255.00
Activity 1.3	Project Oversight				\$1,860.00
238	Project Assistant	2.00	Hour	75.00	\$150.00
226	Project Manager	2.00	Hour	150.00	\$300.00
228	Senior Project Manager	6.00	Hour	160.00	\$960.00
1230	Final Testing Summary	1.00	Each	450.00	\$450.00
Phase 1 Total:					\$10,225.00

Proposal Total:	\$10,225.00
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April 27, 2020

Ms. Lindsay Reidt, PE
Short, Elliott, Hendrickson, Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

**Re: CAMBRIDGE, MN AIRPORT – TAXIWAY A RELOCATION PROJECT
Proposal for Construction Phase Electrical Engineering Services**

Dear Lindsay:

Thank you for contacting us regarding construction phase services for the Cambridge, MN Airport - Taxiway A Relocation project. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the construction phase of this project.

PROJECT DESCRIPTION

Our understanding is this project is the continuation of the recently designed Cambridge, MN Airport Taxiway A Relocation project, for the construction phase services of this project. Below we outline the proposed scope of services, and associated fees.

SCOPE OF SERVICES

In support of your efforts, Barr proposes to provide the following subconsultant services to SEH:

1. Attend pre-construction meeting, if requested.
2. Shop drawing review.
3. One (1) interim site visit with associated memorandum to observe whether the construction is proceeding within the intent of the design documents, if so requested by SEH.
4. One site visit for construction observation at final completion with associated memorandum.

5. Respond to RFI's as they arise.

PROPOSED FEES

Barr Engineering proposes to provide the outlined scope of services to SEH on an hourly basis to a limit of \$3,000 for the indicated scope.

Reimbursable amounts such as automobile mileage are included, and services are billed monthly according to the work completed.

We appreciate this opportunity to continue working with you on this project. Please call with any questions or comments.

Sincerely,

BARR ENGINEERING CO.



Mark E. Ziemer, P.E.
Senior Electrical Engineer