

City of Ada
Meeting of the City Council
Monday, November 4, 2019 6:00 P.M. – Council Chambers

Agenda

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Citizen Forum** – *Individuals may address the council about any item of concern. A maximum of 15 minutes is allotted for the forum. If the full 15 minutes are not needed for the forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff or commission for future report.*

- V. Consent Agenda** – *These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*
 - A.** October 8, 2019 Council Meeting minutes
 - B.** October 15, 2019 Special Session minutes
 - C.** October 22, 2019 Special Session minutes
 - D.** City Pre–paid checks in the amount of \$
 - E.** City Accounts payables in the amount of \$23,373.38
 - F.** City Accounts payables from October meeting in the amount of \$40,653.70

- VI. Approve Agenda** – *No item of business shall be considered unless it appears on the agenda for the meeting. Council Members may add items to the agenda by a majority vote of the council.*

- VII. Presentations with possible discussion and decision.**
 - A.** Minnesota Energy – Pamela Sarvela
 - a. Ordinance 383 granting Peoples Natural Gas a natural gas franchise for a period of 25 years within the City of Ada.
 - B.** Moore Engineering Update
 - a. LRIP Update
 - b. Task Orders
 - c. Master Service Agreement

- VIII. Reports of Department Heads and Committees**
 - A.** Mayors Report

B. Administrator / Clerk / Treasurer Report.

- 1) Department Updates
- 2) Elimination of Wards and Council Members Discussion
- 3) Event Center Kitchen Committee Update
- 4) Ada liquors one day offsite permit November 7,

IX. Old Business

- A. Public Works- Street Sweeper

XII. New Business

- A. Kaleidoscope Guests November- Mathsen/Hintz, December – Nelson/ Krieger, January - Sawrey/Opheim, February – Stene/Kroshus
- B. Resolution 2019-11-01 Resolution Approving State of Minnesota Joint Powers Agreement with the City of Ada.

XIII. Adjournment

City of Ada
Meeting of the City Council
Tuesday, October 8, 2019 6:00 P.M. - Council Chambers

Minutes

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Citizen Forum** - *Individuals may address the council about any item of concern. A maximum of 15 minutes is allotted for the full 15 minutes are not needed for the forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the forum, except for referral to staff or commission for future report.*

- V. Consent Agenda** - *These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*
 - A.** September 10, 2019 Council Meeting minutes
 - B.** City Pre-paid checks in the amount of \$168,526.81
 - C.** City Accounts payables in the amount of \$40,653.70

Motion by Member Opheim, seconded by Member Stene to move the Account Payable approval to Presentations with Moore Engineering. Voting for: Opheim, Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: None Motion Passed

Motion by Member Hintz, seconded by Member Mathsen to approve the Consent Agenda as amended. Voting for: Opheim, Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: None Motion Passed

- VI. Approve Agenda** - *No item of business shall be considered unless it appears on the agenda for the meeting. Council Members may add items to the agenda by a majority vote of the council.*

Member Hintz added the Event Center Kitchen Update and Baseball Field Project Update to the Agenda under the Administrator Report. Member Opheim added Dog Park Update under the Administrator Report.

Motion by Member Opheim, seconded by Member Krieger to approve the Agenda as amended. Voting for: Opheim, Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: None Motion Passed

- VII. Presentations with possible discussion and decision.**

- A. Moore Engineering Update**

Dan Hanson, representing Moore Engineering, addressed the council. Member Opheim questioned the invoice that was in the payable package from the Consent Agenda. His concern was the significant increase in costs from the Judicial 51 repair job (pipe repair). The costs in question were the Engineer Fees and Visser Trenching invoice. Mr. Hanson explained that, based on the work that ensued, the repair included more than just the repair of the collapsed pipe that was noticed after the contractor's

warranty. Additional billing from Visser Trenching was due to additional work on the same site, but not included in the original quote. Then Engineers, as well as, Brian Rasmusson and Visser Trenching were on site and the thought was that since we have Visser Trenching on site, that we need to get the extra things done. Member Opheim stated that it would have been nice to know these extra costs were being incurred.

Mr. Hanson continued to address other topics. The Park Street Project was discussed. He stated the bids came in well over the Grant amount and that we should be able to get more desirable numbers when we re-bid the project. Mr. Hanson handed out a packet with information that was requested from council. He explained what different options would cost and what would be covered by the grant. The City would continue to work with Norman County, as the sponsoring entity for the project. Moore Engineering will get the new County Engineer up to speed on the project and proceed as suggested.

This led to a motion to adopt Resolution 2019-09-01, a resolution ordering the improvement and preparation of plans of the Park Street Project.

Motion by Member Hintz, seconded by Member Mathsen to adopt Resolution 2019-09-01, a resolution ordering the improvement and preparation of plans for the Park Street Project. By roll call vote for: Opheim, Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: None Motion Passed

Mr. Hanson went on to discuss Engineer Plans for future IUP's (Intended use plans). The two plans are the Water Tower Plan and the Rehab the Sanitary Sewer Plan. These projects would be judged based on census numbers. With the change in census numbers, an increase in statistics could cost additional dollars for the projects.

The last topic presented to council was the water being retained near the LaChapelle residence. Mr. Hanson suggested a pump with a float to get rid of the water. This would solve the problem of using a tractor and pump system, which is loud and involves lots of manpower.

B. Hospice - Presentation on services offered in Ada.

Mark Landa of Hospice of the Red River Valley presented to council the services that Hospice has to offer families in the Red River Valley and specifically Norman County. Mr. Landa went on to explain the volunteer program that they have through Hospice Care and that he highly encourages those who are interested in volunteering their time, to contact the Hospice offices and they would match people with families in need.

C. Eagle Scout Project Donation Request

Mason Miller was present to give council an idea of what his Eagle Scout Project would look like and what will be required of him financially. His request of \$300.00 from the gambling fund is being sought.

Motion by Member Opheim and seconded by Member Hintz to honor the request of Mason Miller for \$300.00 from the gambling fund for his Eagle Scout Project at the Norman County Historical Society. Members in favor: Opheim, Mathsen, Hintz, Kroshus, Stene, and Krieger. Opposed: NONE Motion passes.

D. Event Center Bar Rental Proposal

Mayor Sawrey turned the order of business over to Vice Mayor Hintz to conduct the discussion regarding the Event Center Bar lease with Main Street Bar LLC. Member Kroshus excused himself from the meeting before discussion took place. Amber Kroshus representing West Main Bar LLC, was present to answer any questions regarding her proposal and plans for the space. The proposed lease was discussed and with little changes to the lease, a revised lease will be finished by the City's attorney and presented for approval at a Special Session slated for Tuesday October 15th, 2019 at 6:00pm. Ms. Kroshus will be applying for an EDA Loan for \$20,000.00. The application will be reviewed by the EDA Committee on Friday October 11, 2019, to be presented to the Council on October 15th for approval. Ms Kroshus was in agreement with the discussion regarding the lease.

Motion by Member Opheim and seconded by Member Mathsen to set a Special Council Meeting for Tuesday October 15, 2019 at 6:00PM to approve a final lease contract with Main Street Bar, LLC. Members in favor: Opheim, Mathsen, Hintz, Kroshus, Stene, and Krieger. Opposed: NONE Motion passes.

VIII. Reports of Department Heads and Committees

A. Mayors Report

1) Committee Member Re-assignments

Mayor Sawrey received a request from Council members to have Josh Mathsen be moved to the Public Safety Committee and Jacob Kroshus would be moved to the Beautification Committee.

Motion by Member Hintz and seconded by Member Stene to have Member Mathsen move to the Public Safety Committee and that Member Kroshus move to the Beautification Committee. Members in favor: Opheim, Mathsen, Hintz, Kroshus, Stene, and Krieger. Opposed: NONE Motion passes.

After the vote, discussion took place regarding getting minutes from all committee meetings after they have meet. These will be submitted to Administrator Larson and then distributed to council in their respective packets.

2) City Administrator 3-month review process.

Mayor Sawrey brought a recommendation to council to have a three month review for Administrator Larson. Member Opheim objected to the request and made mention that it should be the council that decides when a review should take place for the administrator. Mayor Sawrey commented that he brought this up for the benefit of Administrator Larson to get feedback on how she is doing in her position and that history has shown that this be a necessary procedure. Members Opheim, Mathsen, and Krieger all stated that it be more fitting to have a five month review, instead of a three month and six month review.

NO ACTION TAKEN

3) Blight

Administrator Larson updated council on how Chief Bueng is handling blight in the City of Ada. Larson stated that the reporting process has improved. Follow up on how sited properties are being handled was a big issue. Letters and citations are being issued to violators of the ordinance by Chief Bueng's office. Administrator Larson stated that the City is NOT wanting to issue misdemeanors to individuals, but when citizens are violating ordinances, the need to enforce is imminent.

B. Administrator / Clerk/ Treasurer Report.

I) Department Updates

Administrator Larson updated council on the happenings within the departments of the City. Public Works is looking at hiring a temporary worker with a CDL license to assist with snow removal this winter. The new hire pay scale will be used to determine wages.

The Ada Liquor Store had a fund raiser to raise money for the local Volunteer Fire Department. The store raised a little over \$850.00. A presentation to the department is scheduled.

The Dekko Center is experiencing some personnel changes. Jennifer Atwood is leaving employment. She has a CPO license. Deb Alexander is reducing her hours. She also has a CPO license. Brianna Eggen will be getting her CPO license to try and alleviate having public works do some of the CPO duties.

2) Part Time Police Officer Update

The Police Department has gone through the process of interviewing for a part time officer. A candidate has been chosen and the hiring process is underway. The candidate, upon being hired, will go through a training process to be able to patrol on their own.

3) 2020 Census

Administrator Larson informed council that the City is being recruited to assist the Census Bureau for the 2020 Census. Larson stated that her goal is to make the citizens of Ada aware that the Census people will be contacting residents and that they should answer the questions asked of them and that these calls are not scams.

4) City Hall Hours

Administrator Larson updated council that City Hall hours went back to 8:00am to 5:00pm Monday thru Friday.

5) Liquor Store Signs

Administrator Larson discussed the continued search for an appropriate OFF SALE lighted sign for the Ada Liquor Store. Larson stated that they have looked at a couple of choices but were too small or too expensive. Larson was confident that a sign will be found soon.

6) Event Center Kitchen

Member Mathsen was asked if there were any updates from the Event Center Kitchen Committee. Mathsen stated that the committee hadn't met for a while. There was discussion that followed regarding some of the equipment in the kitchen and getting quotes to fix them.

NO ACTION TAKEN

7) City Email

Member Hintz made comment to council that his City mail box account was getting full and that he suggested we access more memory to allow council to keep their email history at their fingertips.

8) Baseball Field Project

Administrator Larson informed the council that the matching grant fund raiser far exceeded their goal of \$10,000.00 (actual \$20,560.00). The Dekko Foundation has matched the first \$10,000.00. With these additional funds, the coordinator of the project will be picking additional equipment for the field. These are expenditures that pass through the City and then reimbursed.

9) Dog Park Update

Member Opheim wished to have an update on the progress of the Dog Park at Bosworth Park. This is an Eagle Scout Project. James Bishop will be getting the design together this fall, with a completion date the spring of 2020.

IX. Old Business

XII. New Business

A. Kaleidoscope guests, October - Stene/Krieger

B. Set Truth and Taxation Meeting- December 3rd, 2019 at 6:00pm

C. Tax Forfeiture Property - Approve classification and sale of parcel at public auction.

Administrator Larson requested approval from the council to allow a parcel of land, in the City limits and owned by the state, to go to public auction.

Motion by Member Hintz and seconded by Member Mathsen to approve the classification and sale of a parcel of land by public auction. The parcel is located in the City limits and owned by the State. Members in favor: Opheim, Mathsen, Hintz, Kroshus, Stene, and Krieger. Opposed: NONE Motion passes.

D. Utility Bills and other outstanding invoices turned over to County Assessor

Administrator Larson updated council regarding the procedure to assess outstanding utility bills and other billings related to properties in the City of Ada. Owners of these properties will receive a notice that the outstanding amounts will be assessed on the 2020 tax statements, unless they get paid prior to December 1st, 2019.

Motion by Member Opheim and seconded by Member Mathsen to approve sending outstanding bills, from the City of Ada, to the County Auditor to be assessed on the 2020 property tax statements. Owners will have until December 1st to pay the outstanding bills. The unpaid balance list will be given to the Auditor's office after the December 1st deadline. Members in favor: Opheim, Mathsen, Hintz, Kroshus, Stene, and Krieger. Opposed: NONE Motion passes.

E. Adoption of Employee Drug Policies

Administrator Larson requested approval of the Employee Drug Policy that will be included in the union packets and to management. These are to be read and signed off by employees. The policy came verbatim from the League of MN Cities.

Motion by Member Hintz and seconded by Member Mathsen to approve the City of Ada Employee Drug Policies. Members in favor: Opheim, Mathsen, Hintz, Kroshus, Stene, and Krieger. Opposed: NONE Motion passes.

XIII. Adjournment

Motion by Member Mathsen and seconded by Member Stene to adjourn the meeting at 7:26PM. Members in favor: Opheim, Mathsen, Hintz, Kroshus, Stene, and Krieger. Opposed: NONE Motion passes.

Ashley Larson, City Administrator

Todd Sawrey, Mayor

City of Ada
Special Session Minutes
October 15, 2019 – 6:00 p.m.
Council Chambers

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

Members present: Members: John Hintz, Casey Krieger, Josh Mathsen, Crystal Stene, Mike Nelson and Tom Opheim. Absent: Jacob Kroshus and Mayor Sawrey

Others present: Administrator Larson and Pat Pfund

IV. Event Center Bar Contract

Vice Mayor Hintz led the meeting to review the contract with Main Street Bar LLC to lease the bar area of the Ada Event Center. There were changes made to the original lease that was used from the prior tenant. Attached is a copy of the “NEW” lease signed by the new tenant. Some highlights of the changes made to the original contract include:

#3 TERM EXTENSION – All terms and conditions of the lease shall continue in full force and effect during any extension term.....The facility will only be used as an ON-Sale liquor establishment.

#5 CONSIDERATION – November 1, 2019 is the start of the new lease – payments due on the first of the month with a 4-day grace period. Payments made on or after the 5th of the month are considered late payments and will incur a 5% late fee.

A deposit of a \$1,000.00 is due on November 1, 2019. The deposit may be used to satisfy any of the tenant’s obligations under the terms of this lease.

Landlord shall be responsible for all utilities at the Leased Premises; service utilities include sewer, water, electricity, Wi-Fi and phone service. The tenant shall be solely liable for televisions.

#6 MAINTENANCE; REPAIRS - Tenant is responsible for up to \$200.00 per occurrence.

Also added are changes made in the highlighted section. In the highlighted section was discussion of snow removal – a large snow event is that of over 6” of snow. Also added to this section was that in the event the Landlord elects not to repair or replace equipment, the Landlord shall have no further liability to the property.

#10 DEFAULT -annul this Lease upon 15days written notice..... Landlord or its agents, after the 15-day notice provided above, may at any time after such default or violation of condition or covenant....

#22 HOLDING OVER: this section was eliminated

**Motion by Member Krieger and Member Mathsen to approve the draft copy of the Commercial Lease Agreement as corrected, with Main Street Bar LLC for a 3-year term. Voting for: Hintz, Opheim, Mathsen, Nelson, Stene, and Krieger. Against: NONE
Motion passed**

V. EDA loan request

Vice Mayor Hintz, representing the EDA, brought to council for approval an EDA Loan application from Amber Kroshus, owner of a new business in town – Main Street Bar LLC. The loan request is for \$20,000.00 (5years at 1% interest) to be used in the start up of her new business. Collateral was secured for the loan.

Motion by Member Opheim and Member Hintz to approve the EDA Loan of \$20,000.00 with the terms being 5years at a 1% interest rate to Amber Kroshus for her new business the Main Street bar LLC. Voting for: Hintz, Opheim, Mathsen, Nelson, Stene, and Krieger. Against: NONE Motion passed

VI. Change the Regular November Council Meeting to Monday November 4th, 2019 due to Election Day on November 5th, 2019.

Motion by Member Mathsen and Member Stene to approve changing the regular November Council Meeting to Monday November 4th, 2019. Voting for: Hintz, Opheim, Mathsen, Nelson, Stene, and Krieger. Against: NONE Motion passed

VII. Adjourn

**Motion by Member Stene and Member Mathsen to adjourn the meeting at 7:09PM. Voting for: Hintz, Opheim, Mathsen, Nelson, Stene, and Krieger. Against: NONE
Motion passed**

Administrator Ashley Larson

Mayor Todd Sawrey

**City of Ada
Special Session Minutes
October 22, 2019 – 5:30 p.m.
Council Chambers**

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

Members present: Tom Opheim, Mike Nelson, Josh Mathsen, and John Hintz. Absent: Jake Kroshus, Crystal Stene, Casey Krieger and Mayor Todd Sawrey.

Others Present: Administrator Ashley Larson and Pat Pfund

IV. Event Center Bar Contract

Motion by Member Opheim and Member Mathsen to approve the completed Commercial Lease Agreement with Main Street Bar LLC for a 3-year term. Voting for: Hintz, Opheim, Mathsen, and Nelson. Against: NONE Motion passed

V. Resolution 2019-10-02 Gambling Permit

The Borup Community Club is requesting a Gambling Permit in the City of Ada at the Main Street Bar.

Motion by Member Opheim and Member Mathsen to approve Resolution 2019-10-02 a Gambling Permit to the Borup Community Club for the location of the Main Street Bar. Voting for: Hintz, Opheim, Mathsen, and Nelson. Against: NONE Motion passed

VI. On Sale Liquor License – 2:00 AM Liquor License – Sunday Liquor License – Main Street Bar

Motion by Member Opheim and Member Nelson to approve an On-Sale Liquor License – a 2:00AM Liquor License – a Sunday Liquor License to Main Street Bar LLC. Voting for: Hintz, Opheim, Mathsen, and Nelson. Against: NONE Motion passed

IX Gaming License-Darts, Pool Table, and Jukebox-Main Street Bar

Motion by Member Opheim and Member Mathsen to approve a Gaming License-Darts, Pool Table and Jukebox to Main Street bar LLC. Voting for: Hintz, Opheim, Mathsen, and Nelson. Against: NONE Motion passed

X. Adjourn

Motion by Member Mathsen and Member Nelson to adjourn at 5:33PM. Voting for: Hintz, Opheim, Mathsen, and Nelson. Against: NONE Motion passed

Administrator Ashley Larson

Mayor Todd Sawrey

ACCOUNT PAYABLE - OCTOBER 2019
 REGULAR COUNCIL MEETING
 Monday, November 4, 2019

*Added or Revised Amounts

ADA BUILDING CENTER	EVENT CENTER CONCRETE CAULKING	\$ 17.96
ADA ELECTRIC	REPLACE WATER SOLENOID- STEAMER	\$ 512.84
ADA FEED & SEED	LAWN SEED	\$ 90.00
ADA-FELTON COUNTRY STORE	PW FUEL	\$ 149.01
AL'S DISPOSAL	OCTOBER DUMSTER RENTALS	\$ 195.33
AMERIPRIDE	OCTOBER PW- MOPS, TOWELS, MATS	\$ 262.64
AMERIPRIDE	OCTOBER LQR MATS, MOPS	\$ 45.03
AMERIPRIDE	OCTOBER POLICE- MATS	\$ 52.33
ARTISAN BEER CO	BEER	\$ 73.80
AUTO VALUE	PW-OIL, STREET SUPLS	\$ 73.76
AUTO VALUE	POLICE- WIPER BLADES, SUPLS	\$ 55.47
BURLEY'S TREE SERVICE	STUMP GRINDING/CLEANUP	\$ 5,975.00
COCA COLA	LQR POP	\$ 115.00
GALLS	POLICE- SUPLS	\$ 880.03
GODFATHER'S EXTERMINATING	PEST CONTROL- LQR STORE	\$ 14.96
HAWKINS	PW CHEMICALS	\$ 1,836.38
INDEPTH INSPECTION	OCTOBER BUILDING PERMIT FEES	\$ 888.89
KRJB RADIO	COUNCIL- ANNUAL	
KRJB RADIO	DEKKO- OCTOBER ANNUAL CONTRACT	
KRJB RADIO	LIQUOR- ADV- OCTOBER ANNUAL	
MCCOLLUM HARDWARE, INC	CITY HALL- VAC BAGS	\$ 5.49
MCCOLLUM HARDWARE, INC	LQR-BATTERIES	\$ 3.21
MCCOLLUM HARDWARE, INC	DEKKO- CLEANING SUPL	\$ 9.48
MCCOLLUM HARDWARE, INC	EVENT CENTER- KEYS	\$ 8.43
MID-CENTRAL ICE	LQR ICE	\$ 103.65
NORMAN COUNTY ATTORNEY	OCTOBER CRIMINAL FEES	
NORMAN COUNTY IMPLEMENT	PW PARTS	\$ 105.43
NORMAN COUNTY INDEX	CH- PAPER	
NORMAN COUNTY INDEX	POLICE- PAPER	

NORMAN COUNTY INDEX	LQR- ADV	
OFFICE SUPPLIES	CH- OFFICE SUPLS	\$ 6.47
OFFICE SUPPLIES	DEKKO- TONER,PAPER	\$ 105.40
OFFICE SUPPLIES	POLICE - HAND SOAP	\$ 32.04
OFFICE SUPPLIES	LIQUOR- OFFICE SUPLS,PAPER, TONER,CALC ROLL	\$ 107.13
PEMBERTON,SORLIE,RUFER&KERSHNER	SEPTEMBER- GENERAL ATTORNEY FEES	\$ 768.50
PETRO SERVE USA	PW FUEL	\$ 591.89
PETRO SERVE USA	POLICE FUEL	\$ 55.03
POWERPLAN- RDO	PW BATTERY	\$ 151.48
PRODUCTIVITY PLUS - TITAN	DOT INSPECTION & REPAIRS, PLOW BLADES	\$ 3,024.91
READITECH	MONTHLY HOST MAILBOX	
RMB ENVIRONMENTAL LAB	WATER TESTING	\$ 35.00
SUPERMARKET FOODS	LIQUOR- POP, CLEANER	\$ 38.12
THRIFTY WHITE PHARMACY	DEKKO FIRST AID SUPLS	\$ 17.37
VALLEY VISION CLINIC	REED GLASSES	\$ 482.00
WATER & LIGHT FUND	OCTOBER UTILITIES	\$ 6,348.43
WEX BANK	POLICE FUEL	\$ 135.49
TOTALS		<u>\$ 23,373.38</u>

Ordinance No 383.

An Ordinance granting Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, its successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City, of Ada, Minnesota

Be it ordained by the City Council of the City of Ada, Minnesota, as follows:

FRANCHISE GRANTED

The City of Ada, Minnesota, (hereinafter referred to as "Grantor") hereby grants a non-exclusive franchise to Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

TERM

The rights and privileges granted by this Ordinance shall remain in effect for a period of Twenty-five (25) years from the effective date of this Ordinance.

GOVERNING RULES AND REGULATIONS

This Ordinance is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by State or Federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body, having proper jurisdiction, take any action

that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken, so as to allow Grantee to be made whole economically. In determining the rights and duties of the Grantee, the terms of this franchise Ordinance shall take precedence over any conflicting terms or requirements contained in any other Ordinance enacted by the Grantor.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

CONSTRUCTION AND MAINTENANCE OF COMPANY FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and to the general public as is reasonably necessary; and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this grant, it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affect Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which this work is to proceed. The notice shall be given to the Grantee a sufficient length of time, considering seasonable working conditions, in advance of the actual commencement of the work to permit the Grantee to make any additions, alterations, or repairs to its facilities.

EXTENSION OF COMPANY FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

RELOCATION OF COMPANY FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the Grantor, at the cost and expense of Grantee. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the Grantor or other right-of-way user, Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. Grantor shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause Grantee unreasonable additional expense in exercising its authority under this section. Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of vacating of a public right-of-way. Vacating of a public right-of-way shall not deprive the Grantee of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are first paid to the Grantee.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and pay a sum sufficient to cover the expense and damage incident to the moving of Grantee's facilities and equipment.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to such proprietary or commercial value, Grantor and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Grantor shall use all reasonable efforts to ensure that the confidentiality of Grantee's confidential information is maintained.

FORCE MAJEURE

It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to

resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

HOLD HARMLESS

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in the constructing, operating, and maintaining of distribution and transmission facilities or appliances of Grantee; provided, however, that Grantee need not save harmless Grantor from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON WAIVER

Any waiver of any obligation or default under this franchise shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to this franchise and the same shall supersede all prior ordinances pertaining to this franchise agreement, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No.383 of the City of Ada Minnesota, is hereby repealed as of the effective date hereof.

EFFECT AND INTERPRETATION OF ORDINANCE

The captions which precede each section of this ordinance are for convenience in reference only and shall not be taken into consideration in the interpretation of any of the provisions of this ordinance.

EFFECTIVE DATE AND ACCEPTANCE

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee, upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon acceptance by Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the City Clerk of the City of Ada, Minnesota. The City Clerk shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or reject this ordinance in its entirety, Grantee shall be deemed to have accepted this ordinance and all of its terms and conditions.

Passed and approved by the City Council of the City of Ada, Minnesota, on this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. 2
consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated December 4, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: October 8, 2019
- b. Owner: City of Ada, MN
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): Sanitary Sewer Lift Station Improvements
- e. Specific Project (description): Engineering Services for the rehabilitation of existing sanitary sewer lift stations.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

Other Services

Engineer shall also provide the following services: None

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

B. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Submit Plans and Specifications to the MPCA – 90 days after acceptance of task order # 2.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$39,500	Lump Sum
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$102,000	Lump Sum
c. Bidding or Negotiating Phase (A1.04)	\$10,000	Lump Sum
d. Construction Phase (A1.05)*	\$26,600	Lump Sum
e. Resident Project Representative Services* (A1.05.A.2).	\$63,000	Lump Sum
f. Post-Construction Phase (A1.06)	\$2,500	Lump Sum
g. Commissioning Phase (A1.07)	NA	Hourly if requested
h. Other Services (see A1.08, and 2.D above)	NA	
TOTAL COMPENSATION (lines 1.a-h)	\$243,600	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

*Construction Phase based on 6 month construction phase.

*Resident Project Representative Services Phase based on part-time services at 16 hours per week average over a 24 week construction schedule.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate

Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: NA

10. Other Documents Incorporated by Reference: NA

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 9, 2019.

OWNER:

By: _____

Print Name: Todd Sawrey

Title: Mayor

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

ENGINEER:

By:  _____

Print Name: Tyson Hajicek

Title: MN Regional Area Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dan Hanson

Title: Senior Project Manager

Address: 925 10th Ave E, West Fargo, ND 58078

E-Mail Address: DHanson@mooreengineeringinc.com

Phone: 701-499-5840

Engineer's Services for Task Order

PART 1—BASIC SERVICES

Study and Report Phase Services – Facility Planning completed as part of original agreement for \$39,500 Lump Sum.

Preliminary Design Phase

As Basic Services, Engineer shall:

Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

Visit the Site as needed to prepare the Preliminary Design Phase documents.

Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general

conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

Final Design Phase

As Basic Services, Engineer shall:

Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

Visit the Site as needed to assist in preparing the final Drawings and Specifications.

Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

Bidding or Negotiating Phase

As Basic Services, Engineer shall:

Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

Consult with Owner as to the qualifications of prospective contractors.

Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

Construction Phase

As Basic Services, Engineer shall:

General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work

will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

Non-reviewable matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract

Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

Inspections and Tests:

Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of

Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

Final Notice of Acceptability of the Work: Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

Post-Construction Phase

Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

Exhibit A – Engineer's Services

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Commissioning Phase - Will be completed as requested by Owner at our hourly rates. Not included in Basic Services.

Engineer shall:

Assist Owner in connection with the adjusting of Specific Project equipment and systems.

Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

Prepare operation and maintenance manuals.

Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

Other Services: Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

Advance Written Authorization Required: During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

Undertaking investigations and studies including, but not limited to:

detailed consideration of operations, maintenance, and overhead expenses;

based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

preparation of appraisals;

evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

detailed quantity surveys of materials, equipment, and labor; and

audits or inventories required in connection with construction performed or furnished by Owner.

Furnishing services of Consultants for other than Basic Services.

Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

Providing the following services:

Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

Exhibit A – Engineer's Services

**EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

Preparing Record Drawings, and furnishing such Record Drawings to Owner.

Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

Preparation of operation, maintenance, and staffing manuals.

Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

Overtime work requiring higher than regular rates.

Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Advance Written Authorization Not Required: Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

- a. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

Exhibit A – Engineer's Services

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. 3
consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated December 4, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: October 8, 2019
- b. Owner: City of Ada, MN
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): Water Tower Rehabilitation
- e. Specific Project (description): Engineering Services for the rehabilitation of existing water tower.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

Other Services

Engineer shall also provide the following services: None

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

B. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Submit Plans and Specifications to the MN Department of Health – 90 days after acceptance of task order # 3.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$7,000	Lump Sum
b. Final Design Phase (A1.02, A1.03)	\$33,840	Lump Sum
c. Bidding or Negotiating Phase (A1.04)	\$10,080	Lump Sum
d. Construction Phase (A1.05)*	\$19,305	Lump Sum
e. Resident Project Representative Services* (A1.05.A.2).	\$113,000	Lump Sum
f. Post-Construction Phase (A1.06)	\$2,255	Lump Sum
g. Commissioning Phase (A1.07)	NA	
h. Other Services (see A1.08, and 2.D above)	NA	
TOTAL COMPENSATION (lines 1.a-h)	\$185,480	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

*Construction Phase based on 3 month construction phase.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: NA

10. Other Documents Incorporated by Reference: NA

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 9, 2019.

OWNER:

By: _____

Print Name: Todd Sawrey

Title: Mayor

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

ENGINEER:

By:  _____

Print Name: Tyson Hajicek

Title: MN Regional Area Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dan Hanson

Title: Senior Project Manager

Address: 925 10th Ave E, West Fargo, ND 58078

E-Mail Address: DHanson@mooreengineeringinc.com

Phone: 701-499-5840

Engineer's Services for Task Order

PART 1—BASIC SERVICES

Study and Report Phase Services – Services already completed to assist the Owner in submitting PPL and IUP submittals to the Minnesota Department of Health and Public Facilities Authority for funding.

Preliminary Design Phase - NA

Final Design Phase

As Basic Services, Engineer shall:

Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

Visit the Site as needed to assist in preparing the final Drawings and Specifications.

Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

Bidding or Negotiating Phase

As Basic Services, Engineer shall:

Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

Consult with Owner as to the qualifications of prospective contractors.

Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided

that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

Construction Phase

As Basic Services, Engineer shall:

General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure

Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations

applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

Non-reviewable matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not

extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

Inspections and Tests:

Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been

fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

Final Notice of Acceptability of the Work: Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

Post-Construction Phase

Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

Commissioning Phase -

Engineer shall:

Assist Owner in connection with the adjusting of Specific Project equipment and systems.

Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

Prepare operation and maintenance manuals.

Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

Exhibit A – Engineer's Services

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

Other Services: Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

Advance Written Authorization Required: During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

Undertaking investigations and studies including, but not limited to:

detailed consideration of operations, maintenance, and overhead expenses;

based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

preparation of appraisals;

evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

detailed quantity surveys of materials, equipment, and labor; and

audits or inventories required in connection with construction performed or furnished by Owner.

Furnishing services of Consultants for other than Basic Services.

Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

Providing the following services:

Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be

Exhibit A – Engineer's Services

**EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

- performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- Preparing Record Drawings, and furnishing such Record Drawings to Owner.
- Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
- Preparation of operation, maintenance, and staffing manuals.
- Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
- Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
- Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
- Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
- Overtime work requiring higher than regular rates.
- Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
- Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Advance Written Authorization Not Required: Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization

Exhibit A – Engineer's Services

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

- a. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Ada on behalf of its Police Department ("Agency") and the City Attorney.

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent annually for the amount of Five Hundred Forty Dollars (\$540.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief Jody Bueng, 410 W Main Street, PO Box 107, Ada, MN 56510, (218) 784-5510, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

CITY OF ADA

RESOLUTION 2019-11-01

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ADA ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Ada on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Ada, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Ada on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the Police Chief, Jody Bueng or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Ada Police Officers is appointed as the Authorized Representative's designee.

3. That the City Attorney, James Brue, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

4. That Todd Sawrey, the Mayor for the City of Ada and Ashley Larson, the Interim City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 4 day of November 2019.

CITY OF ADA

By: Todd Sawrey
Its Mayor

ATTEST: _____
By: Ashley Larson
Its Interim City Clerk

MINUTES OF THE PUBLIC WORKS BOARD MEETING

September 30, 2019

Members present: Jacob Kroshus, Bruce Visser, Shawn Roux, Casey Krieger, Bob Ramstad

Also present: Brian Rasmusson

Members Absent: None

Call meeting to order. 5:32 pm

Jacob Kroshus called the meeting to order.

Approve minutes: Brian told the board he miss placed his minutes from the August26,2019 PWB meeting and needed one of theirs so he could see who made the motion and who 2nd that motion. Krieger motioned and Visser 2nd, to table the minutes until the October28, 2019 PWB meeting. All in Favor, Motion passed.

Items added to agenda: Sweeper use, 15 minute sign parking request.

Approve agenda: Motion- Ramstad and 2nd Krieger. All in favor, motion passed.

Old business:

Water: None

Sewer: None

Electric: None

Street: Marsh Creek update; Brian told the board he had talked to Glen Visser about an estimate to clean the creek, but the problem is nobody is clear on where we should start and where to finish cleaning. The discussion was that there is so much water backed up to the West and North that once we get our area cleaned the water still won't be able to flow without cleaning upstream. The cost of the project is unknown at this time but is expected to be expensive so the board recommended that Brian talk to Kevin Rude to see if he had a phone number for someone at the DNR he could talk to that might be able to help with the cost of cleaning the creek. **No action taken. Information only.**

Street Sweeper use. Brian asked the board what the Council said about using the street sweeper, because he would like to get out and at least sweep the main areas in town. (West

Main St, Hwy #9 & 200, East 4th St. and East 4th Ave, and a few more areas) Jacob and Casey said the recommend using it sparingly but thought it was a good idea to get these areas swept. **No action taken. Information only.**

Mud jacking update; Brian told the board that he had talked to Mike at Mud Pumper and is waiting for them to come. **No action taken. Information only.**

Update: Mud Pumpers were here this week and completed several areas. Brian will update and have a map of the areas that they completed for the next PWB meeting.

Other: None

New business:

Water: None

Sewer: None

Electric: None

Street: 15 minute parking sign request; Brian said he had a request from the Watershed to put 15 minute parking signs in front of their building. When they have meetings it is difficult for people to access the building because people attending the meeting park in front of the main doors and this makes it difficult for people that need to stop in for a short period of time to get there as they end up parking about a block away and it is difficult for some of their elderly patrons. The board was in favor of letting them put the signs up but it will be up to them to enforce it. **Information Only, No Action Taken.**

West 8th Ave Culverts; Brian informed the board that we had installed two 18" culverts on the North side of West 8th Ave. one straight North of West 6th Street and one straight North of West 7th Street. He explained the reason for installing them and the timing of placing them. The reason for installing them is to be able to push snow out into the field from those areas which would save money from hauling snow out, time and fuel costs from hauling snow out, have easier access with the maintainer to make windrows in the field and help make windrows in the field to help stop some snow from drifting into Cougar addition. The timing for doing this when we did is Sellin's were hauling clay from the South West industrial park to the compost site and their trucks were going right past where we wanted the culverts, so there wouldn't be any trucking cost. The only cost to the City was for the culverts which we purchased from the County (\$800.00) and Public works employees time leveling off the clay and fuel for equipment. There was no intent for the farmer to use these approaches for driving equipment such as beet

trucks out of that field, the approaches were intended for City use only. Brian filled out a permit request with the Watershed and is waiting to hear back from them before we do any more work of leveling out the clay and seeding them. **Motion Ramstad and 2nd by Krieger to leave the culverts in place. All in favor, Motion passed.**

Park Street and West 2nd Street North discussion; Brian informed the board that City Administrator Ashley Larson, Mayor Todd Sawery and Brian had a meeting with Moore Engineering about this project to get a better understanding of everything involved with the project. The discussion was that Brian thought the entire project should be completed as planned. All board members agreed that it should get done as planned and would hope the Council will also agree. **Information Only, No Action Taken.**

Other:

Next meeting: October 28, 2019 @ Ada Public Works Department 5:30 PM

Adjourn meeting: Motion – Krieger, 2nd by Roux. All in favor, motion passed **6:07 pm.**

MINUTES OF THE PUBLIC WORKS BOARD MEETING

October 28, 2019

Members present: Jacob Kroshus, Bruce Visser, Shawn Roux

Also present: Brian Rasmusson

Members Absent: Casey Krieger, Bob Ramstad

Call meeting to order. 5:32 pm

Jacob Kroshus called the meeting to order.

Approve minutes: Motion; Visser, 2nd Roux to approve minutes from August 26, 2019 and September 30, 2019 PWB meeting. All in Favor, Motion passed.

Items added to agenda: Alley repairs

Approve agenda: Motion- Roux and 2nd Visser. All in favor, motion passed.

Old business:

Water: None

Sewer: None

Electric: None

Street: Mud jacking update; Brian told the board that Mudjackers were here and mud jacked a curbs in Rage Addition, West 6th Ave, West 5th street and did a couple of sections under warranty from last year that Brian wasn't satisfied with. **No action taken, Information only.**

West 8th Ave Culverts; Brian informed the board that the Watershed Board had approved the permit for the culverts on West 8th Ave. and we can finish shaping the up as soon as it dries up more. **No action taken, Information only.**

Other: None

New business:

Water: None

Sewer: None

Electric: None

Street: Brian told the board that he wanted to fix a couple of alleys this fall because if we don't fix them now they will be almost impassable next spring. One alley is between East 7th Ave and East 9th St. and the other alley is north of the Dekko. Both alleys will take a few semi loads of class 5 gravel and the cost for both alleys will be around \$2,100.00, Brian will talk to Ashley before proceeding with the project. R also mentioned that next summer we will focus on repairing more alleys as this year was so wet and most alleys had water standing in them so it was almost impossible to blade them. **No action taken, Information only.**

Other:

Next meeting: November 25, 2019 @ Ada Public Works Department 5:30 PM

Adjourn meeting: Motion – Roux, 2nd by Visser. All in favor, motion passed **5:50 pm.**

Beautification Committee Meeting

October 16th, 2019

Dekko Community Center Meeting Room

Minutes:

- East Side Park - **Goal for 2020**
 - Path Park – getting full of weeds what can we do? We will spray with Roundup the gravel path that goes thru the park around the outside edge and also any areas that need once things start to green up. We will get that done and then evaluate the gravel around path and see if we need to get more for the path.
 - Street Lights thru park – Look at new Lights, 3 broke off during the last wind storm. They were capped and we will visit with companies for quotes. Brian and Brianna will go look at the lights in the Ragge edition to see if we want to keep it uniform throughout the city.
 - Easier to know how to replace components
 - Keep a few parts on hand to fix when needed
 - Bushes covering walkway in areas? We will trim back the branches next spring along the paths and also see if there are any areas to improve throughout the rest of the park. (Pam Gordon is a tree trimming guru we will ask her)

- Trees along Railroad bed – stake and cut back/trim trees on the railroad that were planted a couple of years ago.
 - Pat and Deb will do this with the help of Bob Johnson possibly and city trailer to collect branches along the way.

- Bosworth Park – Swings purchase for down in the park?
 - Swings looked ok for this year possibly get 2 new ones next spring for replacements.
 - Public works will take out teeter totter metal rail next year, but possibly use for a different project in the future.
 - New equipment looked nice, there was a pedal missing so we will check on a replacement for that.

- Benches – Replacement of benches purchased a couple of years ago
 - We will look at replacing the broken benches and also replacement plaques.
 - Pat said the benches in Grygla looked really nice, she will check with the city and let us know where they purchased from and if she can get pictures.

- City Planters? Is this a possibility for a future project?
 - Not right now the cost is too high and the public works are still watering the trees.

- We will look at this in the future let's keep the 2020 goal for the beautification of East Side Park.

- **Goals for 2020**
 - East Side Park
 - Benches replacing a few with new ones. Make sure that they are durable.
 - Level gravestones in the cemetery
 - Map @ Gazebo updated in the near future?

PUBLIC SAFETY COMMITTEE MEETING
Public Safety Meeting
Monday, October 21st, 2019
5:30 p.m.

PRESENT: **JODY BUENG**
 GREG HOLMVIK
 BOB JOHNSON
 JOSH MATHSEN

ABSENT: MIKE NELSON, STEVE PETRY

1. Meeting called to order at 5:36 p.m.
2. Roll call.
3. Last Minutes approved.
4. Additions to the agenda: None

FIRE DEPARTMENT:

1. No Report.

POLICE

1. Jody updated the group on the training that the Police Department took place in at Essentia Health on October 10th. Involved active shooter scenario.
2. Jody spoke about the progress being made towards the implementation of the new Part-Time officer.
3. Jody mentioned that he has a new JPA that needs signing. He has it ready and will get it to Ashley this week to be added to the November Council meeting. It replaces the current one that during the recent Police Department audit by the BCA, was recognized as having signatures that needed updating on it.
4. Jody mentioned that Bi-annual firearms and Use of Force training for the department will take place later this month.

Motion to Adjourn –Bob Johnson, Second Greg H.