

City of Ada
Meeting of the City Council
Tuesday, June 2nd at 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.** May 5, 2020 Council Meeting minutes
 - B.** May 18, 2020 Special Session minutes
 - C.** City Pre-paid checks in the amount of \$151,087.64
 - D.** City Accounts payables in the amount of \$17,239.13
 - E.** Donation to Ada-Borup Post Prom \$300

- 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.** Moore Engineering Update
 - a. Park Street Project
 - i. Change Order
 - ii. Application for Payment

- VIII. Reports of Department Heads and Committees**
 - A.** Mayors Report
 - 1) Elections 2020
 - 2) Liquor Licenses

 - B.** Administrator / Clerk / Treasurer Report.
 - 1) Department Updates

i. Dekko Center Re-Opening Plan

- 2) Fence Ordinance
- 3) Pet Clinic- June 4th
- 4) Update on Shop Local Campaign
- 5) Hidden Treasures Window Replacement

IX. Old Business

- A. Wellhead Protection Plan Bids**

XII. New Business

- A.** Kaleidoscope Guests, June – Crystal/Josh, July – Kim/Shawn, August, Mike/Tom, September – Casey/Josh
- B.** Offsite Liquor Permits- Main Street Bar
- C.** Clean out of Ditch 51
- D.** Police Vehicle Bids
- E.** Resolution 2020-06-01 2020 Election Polling Place

XIII. Adjournment

City of Ada
Meeting of the City Council
Tuesday, May 5th at 6:00 P.M. – Council Chambers

Agenda

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**

All Members present. Member Opheim was present via FaceTime from his residence.
Others present: Mayor Hintz and Administrator Larson

- 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.** April 14, 2020 Council Meeting minutes
 - B.** City Pre-paid checks in the amount of \$169,634.17
 - C.** City Accounts payables in the amount of \$44,934.80

Motion by Member Krieger and seconded by Member Nelson to approve the Consent Agenda as amended. All in favor: Opheim, Nelson, Mathsen, Roux, Stene, Krieger, and Lewis. 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.*

Motion by Member Mathsen and seconded by Member Stene to approve the Agenda as presented. All in favor: Opheim, Nelson, Mathsen, Roux, Stene, Krieger, and Lewis. Against: NONE Motion passed

VII. Presentations with possible discussion and decision.

A. Moore Engineering Update

a. Park Street Project

Dan Hanson of Moore Engineering updated council regarding the progress of the Park Street and 2nd Street Project. After meeting with some of the businesses in the project area, things have been ironed out and the contractor will continue communicating with these businesses.

b. Braun Proposal for Construction Materials Testing Service

Dan Hanson of Moore Engineering requested approval from council to award Braun InterTech to do the geotechnical testing of materials for the project. The proposal is for \$18,303.00. These dollars are not under the grant from the state of MN but are part of the estimate of the project.

Motion by Member Mathsen and seconded by Member Nelson to approve the award to Braun Intertech for geo-testing of materials for the Park Street project. All in favor: Opheim, Nelson, Mathsen, Roux, Stene, Krieger, and Lewis. Against: NONE Motion passed

VIII. Reports of Department Heads and Committees

A. Mayors Report

1) EDA RLF Update

Mayor Hintz updated council regarding small business loans to assist businesses within the City of Ada that may be having financial difficulties during the COVID pandemic. The loans are being offered through the EDA. There are 8 loans of \$3,000.00 available.

2) Elections 2020

Mayor Hintz wanted to remind the public, as well as council, of the upcoming election of Council and Mayor positions in the City of Ada. People interested in running for these positions need to have their applications in by August 11, 2020.

B. Administrator / Clerk / Treasurer Report.

1) Department Updates

Administrator Larson updated council on the happenings within the different departments in the City. Larson had submitted a report to council from the Public Safety Committee. The report was an overview of what took place during the month from the police department. Member Mathsen, a member of the committee, expounded on how beneficial it was to have the report and also reported on future

reports being submitted from the fire department, as well. Larson continued her report and mentioned that the Dekko Center Manager had been busy doing improvements to the facility. Manager Eggen has been planning, as well, on getting the facility ready to re-open and accommodate safe distancing.

2) Public Works

- i. Summer Workers
- ii. Update on employees
- iii. City Boulevards
- iv. Mowing Contracts

Administrator Larson discussed with council the status of summer employment for public works. The employees hired will be mainly doing lawn care, but also help with street repair and other maintenance items. The City has received four applications and two will be picked for employment. The next topic of employment was regarding a position in the Public Works Department. Tim Ramstorf has been filling in for Bruce Nelson, and there has been discussion regarding trying to keep him on when Bruce comes back. Discussions took place and it was decided to keep this topic on future agendas. Larson updated council regarding the city boulevards and the damage that gets caused by the plows and payloaders. This happens every year. They will be fixing the gouges on the boulevards. Larson's last topic to discuss with council was regarding mowing contracts for the summer. A contractor backed out of their contract and had to be replaced. The contractor gave appropriate notice and a new contractor was found, so the City is set for the summer.

3) 2020 High School Senior Recognition and Promotion of Local Businesses

Administrator Larson brought to council a proposal to recognize the senior class of the Ada Borup – NCW class of 2020. Larson stated that the idea was to give the graduating class \$20.00 each in Chamber Bucks. The funds would come from the gambling fund. These would be distributed through the school. Another proposal was to promote our local small businesses. This would be in coordination with the Ada Chamber. There will be a weekly drawing for shoppers who have shopped local.

Motion by Member Opheim and seconded by Member Roux to approve donating \$20.00 in Chamber bucks to each member of the graduating class of 2020 from the Ada-Borup-NCW High School, as well as committing \$1,000.00 in Chamber Bucks to winning individuals in a small business promotion. These funds would come from EDA funds. All in favor: Opheim, Nelson, Mathsen, Roux, Stene, Krieger, and Lewis. Against: NONE Motion passed

4) Wellhead Protection Plan Update- June 1st Proposal Deadline.

Administrator Larson updated council that the Wellhead Protection Plan was submitted on time.

IX. Old Business

A. Main Street Bar Utilities

Amber Kroshus, owner of the Main Street Bar, was on FaceTime and was requesting relief of rent from the city, being the City is the landlord. Jacob Kroshus, co-owner, brought up the topic of having council consider what some cities in the state have done, supporting opening up bars and restaurants. Council is following guidance from the attorney and will continue following the Governors orders.

Motion by Member Nelson and seconded by Member Roux to continue with what was approved at the April council meeting. All in favor: Nelson, Mathsen, Roux, Stene, Krieger, and Lewis. Against: Opheim Motion passed

XII. New Business

A. Kaleidoscope Guests – Krieger\Opheim

B. Mosquito Spraying

Mayor Hintz wanted to address Mosquito Spraying in the City of Ada. Aerial spraying was being considered, but the cost was considered unfeasible. Last year we had the on-call public works employee has been in charge of spraying on Tuesdays and Thursdays. Unless we feel it's out of control, aerial spraying will not be done.

C. Resolution 2020-05-01 Sale of Land in the Rage Addition

Member Opheim made a motion to dispense of the reading of the Resolution with his own comments. Opheim stated that the EDA was supporting this sale and approved the details of the sale, that the lot would be paid for after the house was built on the lot.

Motion by Member Opheim and seconded by Member Mathsen to approve dispensing of the reading of Resolution 2020-05-01 Sale of Land in the Rage Addition and approve. All in favor: Opheim, Mathsen, Roux, Stene, Krieger, and Lewis. Against: Nelson Motion passed

XIII. Adjournment

Motion by Member Mathsen and seconded by Member Roux to adjourn the meeting. All in favor: Opheim, Nelson, Mathsen, Roux, Stene, Krieger, and Lewis. Against: NONE Motion passed

Mayor

Administrator

City of Ada
Minutes of the City Council Special Session
May 18, 2020 at 6:00 p.m.
City Hall

Members present: Members: Mathsen, Opheim, Lewis, Stene, Roux. Others: Mayor Hintz, Administrator Larson.

Absent: Members Krieger and Nelson

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Resolution 2020-05-02 **RESOLUTION URGING GOVERNOR WALZ TO ALLOW BUSINESSES IN THE CITY OF ADA TO REOPEN**

Council discussed the purpose of Resolution 2020-05-02 was to stand up and support our local businesses while still following the State of Minnesota Guidelines and Governor Walz orders. While the Council would very much like to see small businesses open sooner than June 1st, as advised by the City Attorneys, County Attorney, League of MN Cities, and State Legislator, a city does not have authority to change a state law or be less restrictive than state law and the City could potential be liable for damages and civil penalties for decisions made regarding non-enforcement of executive order.

Motion by Member Mathsen and second by Member Stene to approve Resolution 2020-05-02 Resolution Urging Governor Walz to Allow Business in the City to Reopen. Voting for: Mathsen, Stene, Opheim, Roux, Lewis. Against: none. Resolution 2020-05-02 passes.

- V. Adjourn

Motion by member Opheim and seconded by member Roux to adjourn the meeting at 6:06pm. Members voting for: Opheim, Stene, Roux, Lewis, Mathsen. Against: none. Motion passed.

Ashley Larson, City Administrator

John Hintz, Mayor

Meeting will be held by Zoom

Mayor Hintz appearing by video conference at 405 W. Thorpe Ave. Ada
Member Stene appearing by video conference at 306 6th Ave W Ada
Member Opheim appearing by video conference at 503 Lily Lane Ada
Member Lewis appearing by video conference at 113 Main St. W Ada
Member Mathsen appearing by video conference at 608 3rd Ave E Ada
Member Roux appearing by video conference at 506 W. 6th St. Ada

MINUTES OF THE PUBLIC WORKS BOARD MEETING

May 26, 2020

Members present: Casey Krieger, Bruce Visser, Shawn Roux

Also present: Brian Rasmusson

Members Absent: Bob Ramstad, Scott Erickson

Call meeting to order. 5:44 pm

Casey Krieger called the meeting to order.

Approve minutes:

Items added to agenda: None

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

Old business:

Water: None

Sewer: None

Electric: None

Street: Street Sweeper update: Brian told the board that he had been in contact with the Elgin representative and he said they are still scheduled to deliver the new sweeper July 1st. **Information Only, No Action taken.**

Storm Sewer lift station update: Brian informed the board the new storm sewer lift station on the South levee control structure is completed (Startup date 5-21-2020) and operational, as of Tuesday it had 10.65 hours on it. **Information Only, No Action taken.**

Other: Employee update and discussion: Brian told the board that Bruce came back to work on Tuesday the 26th of May. Bruce supplied us with a letter from his Physician to allow him to come back to work with some precautions (gloves, face mask etc).

Brian and the board also discussed keeping Tim on full time as there is a need for an additional man as with the new sweeper and we will lose one man just to operate that on a daily basis. There is plenty of work to justify adding an addition employee. Ashley has supplied the Council with a lot of info on this issue. The board wanted to wait a month or two to see how things are going before making any recommendations to Council.

Information Only, No Action taken.

New business:

Water: None

Sewer: None

Electric: None

Street: None

Other: None

Next meeting: June 29, 2020, 2020 @ Ada Public Works Department 5:30 PM

Adjourn meeting: Motion –Roux, 2nd by Visser. All in favor, motion passed **6:17 pm.**

ACCOUNT PAYABLE - MAY 2020
 REGULAR COUNCIL MEETING
 Tuesday, June 2, 2020

* - Added or Revised amounts

ADA BUILDING CENTER	LIQUOR- FLOOR CLEANER	\$ 21.32
ADA-FELTON COUNTRY STORE	PW FUEL	\$ 365.21
ADA ELECTRIC	DEKKO-BASEBALL FIELD BLEACHER REPAIRS	\$ 1,158.69
ADA FEED & SEED	PW- GRASS SEED	\$ 85.00
AL'S DISPOSAL	MAY DUMPSTER RENT - PW, DEKKO, EC, LIQUOR STORE	\$ 205.14
AMERIPRIDE	LIQUOR- MATS, TOWELS, MOPS	\$ 80.30
AMERIPRIDE	PW- MOPS, TOWELS, MATS	\$ 87.09
AUTO VALUE	PW- FUEL PUMP	\$ 173.99
AUTO VALUE	DEKKO- CLEANING SUPLS FOR LOCKERS	\$ 62.79
AUTO VALUE	FIRE DEPT- TOW ROPES, HOOKS	\$ 599.47
BORDER STATES	ELECTRIC PARTS	\$ 4,144.16
CINTAS	EC RUGS	\$ 66.26
COCA-COLA BOTTLING	LQR- POP	\$ 71.00
GODFATHER'S EXTERMINATING	LIQUOR PEST CONTROL, ODOR UNIT	\$ 71.61
GROUNDSMAN	SPRING APPLICATION-CEMETERY	\$ 1,132.00
INDEPTH INSPECTION	MAY BLDING PERMIT SERVICES	\$ 888.89
KRJB RADIO	COUNCIL- ANNUAL	
KRJB RADIO	DEKKO- ANNUAL CONTRACT	
KRJB RADIO	LIQUOR- ADV-ANNUAL	
MCCOLLUM HARDWARE, INC	LQR- WET/DRY VAC, PACKING TAPE, AIR MOVER	\$ 169.36
MCCOLLUM HARDWARE, INC	DEKKO- CLEANING SUPLS	
MID-CENTRAL ICE	LIQUOR ICE	\$ 156.70
MIDWAY MOTOR REPAIR	PW CHAINSAW MNT	\$ 139.81
MINKOTA TECHNOLOGIES	SETUP REMOTE ACCESS SPLASHTOP, SPRIL BACKUP	
NORMAN COUNTY INDEX	CITY HALL-	
NORMAN COUNTY IMPLEMENT	PW HOSE	\$ 29.90
NORTHERN FIRE EQUIPMENT	FIRE EXTINGUISHER TESTING	\$ 410.95
OFFICE SUPPLIES	CH -OFFICE SUPLS, BAGS, METER BOOK PAPER	\$ 131.78
OFFICE SUPPLIES	POLICE- OFFICE SUPLS, TRASH BAGS, HAND WASH	

OFFICE SUPPLIES	LIQUOR- KEYBOARD,CLEANERS,OFFICE SUPLS	\$ 147.09
PEMBERTON,SORLIE,RUFER&KERSHNER	APRIL- GENERAL ATTORNEY FEES	\$ 53.50
PETRO SERVE USA	PW FUEL	\$ 152.56
PETRO SERVE USA	POLICE FUEL	
POWER PLAN	STREET REPAIR PARTS	\$ 172.95
RICHARDS OIL	PW GENERATOR FUEL	
RMB ENVIRONMENTAL LAB	PW- COLIFORM BACTERIA	\$ 35.00
SORENSEN ELECTRIC	REPAIR PW WALL FROM AL'S DISPOSAL ACCIDENT	\$ 1,750.00
STREICHER'S	POLICE- SUPPLIES	\$ 189.97
SUPERMARKET FOODS	LQR POP	\$ 33.39
TRANE	DEKKO- REPLACE POOL BOILER VENTING, POOL BOILER ROLLOUT SWITCH	\$ 3,617.00
WATER & LIGHT FUND	MAY UTILITIES	
WES'S TRUCK REPAIR	FIRE - TRUCK REPAIR	\$ 836.25
TOTALS		\$ 17,239.13

PRE-PAID CHECKS - MAY 2020

CK #	VENDER	DATE	AMOUNT	DISCRPTION
81028	BREAKTHRU BEVERAGE	5/8/20	\$1,601.40	LIQUOR
81029	DEPT OF ENERGY WAPA	5/8/20	\$22,521.42	APRIL ENERGY
81030	D-S BEVERAGES	5/8/20	\$3,888.00	BEER
81031	GARLAND COMPANY, INC	5/8/20	\$153.44	FIRE SUPLS
81032	JOHNSON BROS WHLSE LIQUOR CO	5/8/20	\$1,218.23	LIQUOR
81033	LEAGUE OF MN CITIES INS. TRUST	5/8/20	\$16,967.00	COUNCIL 4TH QTR LIABILITY INS
81034	MCKINNON CO., INC.	5/8/20	\$5,271.75	BEER
81035	MID-CENTRAL ICE, LLC	5/8/20	\$145.70	LIQUOR ICE
81036	MN FIRE SERVICE CERTIFICATION	5/8/20	\$480.00	FIRE- 4 CERT EXAMS
81037	NATES MARINE & SPORTS REPAIR	5/8/20	\$240.00	FIRE- FIX MOTOR
81038	NORMAN CO. AUDITOR/TREASURER	5/8/20	\$1,483.12	PROPERTY TAX
81039	NORTHERN STATES POWER CO.	5/8/20	\$769.00	APRIL DISTRIBUTION FACILITIES CHRGR
81040	PAUSTIS WINE COMPANY	5/8/20	\$983.00	LIQUOR
81041	PETRO SERVE USA	5/8/20	\$68.24	POLICE FUEL
81042	PHILLIPS WINE & SPIRITS CO.	5/8/20	\$3,100.58	LIQUOR
81043	READITECH SOLUTIONS	5/8/20	\$68.75	MAY- HOST EXCH.MAILBOX
81044	RED RIVER VALLEY CO-OP POWER	5/8/20	\$291.52	BLK 1 LOT 2-3 UTILITY
81045	SOUTHERN GLAZERS OF MN	5/8/20	\$918.30	LIQUOR
81046	VIKING PRODUCTS GROUP	5/8/20	\$99.20	FIRE SUPLS
81047	WESTCOTT, LORI	5/8/20	\$219.00	MOWING CONTRACTS
81048	AL S DISPOSAL, INC.	5/8/20	\$378.00	APRIL METAL ROLL OFF BOX
81058	ADA CHAMBER OF COMMERCE	5/19/20	\$1,520.00	GRAD SENIORS CHAMBER BUCKS
81059	ARVIG	5/19/20	\$1,909.54	PHONE, INTERNET
81060	BEVERAGE WHOLESALERS, INC	5/19/20	\$429.90	BEER
81061	BOOM ISLAND BREWING	5/19/20	\$104.50	BEER
81062	BUREAU OF CRIM. APPREHENSION	5/19/20	\$150.00	POLICE- CJDN ACCESS FEE
81063	CARDMEMBER SERVICES	5/19/20	\$16.02	ADOBE ACROPRO SUBS
81064	MCKINNON CO., INC.	5/19/20	\$322.00	BEER
81065	MINKOTA TECHNOLOGIES	5/19/20	\$28.99	MAY BACKUP
81066	MN STATE COMM/TECH. COLLEGE	5/19/20	\$1,555.00	FIREFIGHTER II TRAINING

81067	MORRIS ELECTRONICS	5/19/20	\$35.00	POLICE- INSTALL PRINTERS
81068	NORMAN CO. AUDITOR/TREASURER	5/19/20	\$2,234.00	2020 HAZARDOUS MATERIALS COLLECTIONS
81069	PHILLIPS WINE & SPIRITS CO.	5/19/20	\$152.35	LIQUOR
81070	RED RIVER VALLEY CO-OP POWER	5/19/20	\$7,500.00	APRIL MNT
81071	RMB ENVIRONMENTAL LABS, INC	5/19/20	\$106.00	PW SEWER TESTING SUPLS
81072	STEINS, INC.	5/19/20	\$104.95	DEKKO MNT
81073	STREICHER S	5/19/20	\$306.91	POLICE UNIFORM SUPLS
81074	U. S. POSTMASTER	5/19/20	\$92.00	POLICE PO BOX ANNUAL FEE
81075	VERIZON WIRELESS	5/19/20	\$195.54	PW CELL PHONE
81076	WILSON, BROOKE	5/19/20	\$54.47	OVER PAYMENT
81077	XCEL/NORTHERN STATES POWER	5/19/20	\$35,435.99	APRIL 2020 ENERGY
81078	ADA CHAMBER OF COMMERCE	5/27/20	\$1,000.00	SHOP LOCAL CHAMBER BUCKS DRAWINGS
81079	ADA-FELTON COUNTRY STORE	5/27/20	\$146.97	POLICE FUEL
81080	ARVIG ENTERPRISES	5/27/20	\$760.07	CH MAY RENT
81081	BEVERAGE WHOLESALERS, INC	5/27/20	\$1,445.85	BEER
81082	BOOM ISLAND BREWING	5/27/20	\$163.00	BEER
81083	DAVID DROWN ASSOCIATES	5/27/20	\$600.00	2019 BOND ISSUES CONTINUING DISCLOSURE REPORTS
81084	D-S BEVERAGES	5/27/20	\$16,288.00	BEER
81085	DUWAYNE OLSON SEPTIC PUMPING	5/27/20	\$3,000.00	EDA- COVID LOAN 6
81086	HAGAN, JACOB	5/27/20	\$100.16	REFUND DEPOSIT, INTEREST
81087	JOHNSON BROS WHILSE LIQUOR CO	5/27/20	\$1,806.08	LIQUOR
81088	LARSON, ASHLEY	5/27/20	\$50.00	MAY 2020 CELL PHONE
81089	WINE MERCHANTS	5/27/20	\$518.92	LIQUOR
81090	MCKINNON CO., INC.	5/27/20	\$5,337.13	BEER
81091	PHILLIPS WINE & SPIRITS CO.	5/27/20	\$5,533.03	LIQUOR
81092	SOUTHERN GLAZERS OF MN	5/27/20	\$1,018.49	LIQUOR
81093	WATER AND LIGHT FUND	5/27/20	\$100.31	APPLY DEPOSIT- FRANCO, MELISSA
81094	WILLIAMS, DON	5/27/20	\$100.82	REFUND DEPOSIT, INTEREST

TOTAL \$151,087.64

Apr-20 Interim Combined Statement of Cash and Investments

Fund	Cash Balance 3/31/2020	Investment Balance 3/31/2020	April Cash Debits	April Cash Credits	April Invest Debits	April Invest Credits	Balance 4/30/2020
General Fund	(554,265.87)	394,961.75	52,450.79	135,674.17	26.21		(242,501.29)
Special Revenue Funds:	0.00						0.00
TIF District 2-1 Redevelopment	0.00						0.00
TIF District 2-2 Housing	152,255.17						152,255.17
TIF District 2-3 Housing	27,831.63						27,831.63
Demolition\Blight Fund	7,844.66	12,145.45					19,990.11
(207) 2015 Revolving Loan Account	41,844.30		1,116.56	3,000.00			39,660.86
(208) Ada Economic Development Revolving Loan	8,414.39	3,832.97	264.27	12,000.00			511.63
Library	(35,898.67)	40,566.63		1,871.34			2,796.62
Community Center Maintenance Fund	(541,699.50)	718,245.93					176,546.43
Recreation Development Fund	34,635.83	40,000.00					74,635.83
Long Term Designated Capital	62,701.24	501,218.71					563,919.95
Public Works	(15,663.28)	4,690.92	16,200.00	16,200.00			(10,972.36)
Capital Project - Emergency Services Building	324.29						324.29
Capital Project - Lift Station / Force Main Project	(165,489.92)						(165,489.92)
Capital Project - New Well	0.00						0.00
Ada Event Center	163,816.29		1,000.00	1,180.14			163,636.15
Community Development Fund	(301,643.84)						(301,643.84)
Downtown Development District	36,872.43						36,872.43
Debt Service Funds:							0.00
2008 Lease Purchase Fire Hall	67,831.48						67,831.48
2003 G. O. Improvement Bonds (Street Project)	37,371.09	3,539.73					40,910.82
1999 G. O. Water / Sewer Rev Bonds							0.00
2000 G. O. Improvement Bonds	0.00						0.00
Enterprise Funds:	0.00						0.00
Water and Sewer Fund	41,701.75	82,914.83	56,615.14	34,943.67			146,288.05
Electric Utility	902,370.53	10,179.15	185,577.49	106,781.15			991,346.02
Long Term Designated Capital II	112,822.89	634,636.33	33,101.00				780,560.22
Liquor	116,451.69	1,237.75	63,510.53	61,342.24			119,857.73
Total - All Funds	200,428.58	2,448,170.15	409,835.78	372,992.71	26.21	0.00	2,685,468.01
	2,648,598.73						
							242,863.09
Frandsen Bank - Savings							1,070.51
Frandsen Bank - Money Market - General							-
Frandsen Bank - Money Market - LT Desig							-
Frandsen Bank - Fire Insurance Proceeds							-
Frandsen Bank - CD's							530,037.16
American Federal Bank CD (LT Desig Cap II)							193,082.30
BancWest Investment Services (LT Desig Cap II)	G607-10400						640,098.64
BancWest Investment Services (Maintenance Funds)	G225-10400						649,052.55
BancWest Investment Services (General)	G101-10400						297,419.87
BancWest Investment Services (LT Des Cap)	G400-10400						131,843.89
Total Balances 4-30-20							2,685,468.01

CHANGE ORDER NO.: 1

Owner: Norman County Highway Department Owner's Project No.:
 Engineer: Moore Engineering, Inc. Engineer's Project No.: 17947A
 Contractor: Gladen Construction, Inc. Contractor's Project No.:
 Project: Grading, Aggregate Base, Bituminous Paving, Curb and Gutter, Storm Sewer
 Contract Name: Park Street and 2nd Street NW in Ada, MN (S.A.P. 054-594-001)
 Date Issued: 05/21/2020 Effective Date of Change Order: 05/21/2020

The Contract is modified as follows upon execution of this Change Order:

Description:

Approximately 450 LF of water main needed to be lowered on 2nd Street to provide adequate depth on the pipe. There were elevation conflicts discovered between the new storm sewer and the existing water main on Park Street that was installed with the original industrial park. This caused Gladen to have to construct several water main crossings.

Attachments:

Exhibit A, Gladen Construction, Inc. Cost Estimates for Change Order No. 1.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>598,466.15</u>	Original Contract Times: Substantial Completion: _____ Ready for final payment: <u>July 15, 2021</u>
{Increase} {Decrease} from previously approved Change Orders No. 0 to No. {Number of previous Change Order}: \$ _____	{Increase} {Decrease} from previously approved Change Orders No. 0 to No. {Number of previous Change Order}: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>598,466.15</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: <u>July 15, 2021</u>
Increase this Change Order: \$ <u>33,237.41</u>	{Increase} {Decrease} this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>631,703.56</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: <u>July 15, 2021</u>

Recommended by Engineer (if required)

By: Dan Hanson
 Title: Project Manager
 Date: 5-26-2020

Accepted by Contractor

By: Brent J...
 Title: Project Manager
 Date: 5-22-2020

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

**EXHIBIT A
CHANGE ORDER NO. 1**

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Bid Unit Price</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
1. 2nd St Water Main Lowering	LS	1	\$ 15,268.03	\$	15,268.03
2. Park St Water Main Lowering	LS	1	\$ 17,969.38	\$	17,969.38
TOTALS				\$	-
NET CHANGE IN CONTRACT PRICE				\$	33,237.41

ORIGINAL CONTRACT PRICE	\$	598,466.15
AMOUNT FROM PREVIOUS CHANGE ORDER	\$	-
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER	\$	598,466.15
INCREASE THIS CHANGE ORDER	\$	33,237.41
CONTRACT PRICE INCORPORATING THIS CHANGE ORDER	\$	631,703.56

JUSTIFICATION

1. Approximately 450 LF of water main needed to be lowered on 2nd Street to provide adequate depth on the pipe.

2. There were elevation conflicts discovered between the new storm sewer and the existing water main on Park Street that was installed with the original industrial park. This caused Gladen to have to construct several water main crossings.



CHANGE ORDER REQUEST #1 - FORCE WORK

PROJECT: Norman County SAP 054-594-001
DATE: 5/20/2020

WATER MAIN - 2ND STREET

Description	Unit	QTY	Price	Ext Price
MATERIAL - INSULATION	SHEET	26	21.49	\$ 558.72
MATERIAL - BEDDING	CY	127.8	7.64	\$ 976.43
MATERIAL - DSG	LS	1	1,434.21	\$ 1,434.21
material mark up	%	15%		\$ 445.40
5/18/2020				
Equipment				
PC 390 - Unit # 523	Hr	11	237.93	\$ 2,617.23
700 JD DOZER - Unit # 134	Hr	2	127.54	\$ 255.08
Skidsteer Unit # 613	Hr	9	85.96	\$ 773.64
Pickup - Sliverado	Hr	5.5	75.00	\$ 412.50
Labor				
Laborer	Hr	24	40.14	\$ 963.36
Laborer - OT	Hr	7	51.66	\$ 361.62
Operator PC390	Hr	8	51.12	\$ 408.96
Operator PC390 - OT	Hr	3	65.98	\$ 197.94
Operator 700JD DOZER	Hr	2	50.81	\$ 101.62
Operator Skid steer	Hr	8	41.14	\$ 329.12
Operator Skid steer - OT	Hr	1	53.16	\$ 53.16
Superintendent	Hr	5.5	54.93	\$ 302.12
Labor mark-up	%	62%	2,717.90	\$ 1,685.09
5/19/2020				
Equipment				
PC 390 - Unit # 523	Hr	6	237.93	\$ 1,427.58
Pickup - Sliverado	Hr	3	75.00	\$ 225.00
Labor				
Laborer	Hr	15	40.14	\$ 602.10
Operator PC390	Hr	6	51.12	\$ 306.72
Superintendent	Hr	3	54.93	\$ 164.79
Labor mark-up	%	62%	1,073.61	\$ 665.64
Total				\$ 15,268.03

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West Fargo, ND 58078

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items on this receipt will be in the form
of an in store credit voucher if the
return is done after 07/28/20

If you have questions regarding the
charges on your receipt, please
email us at:

FARGOfrontend@menards.com



Sale Transaction

Cust name: Kline, Leslie
ORDER 31382
2"-4"X8" HD EXPANDED -PICK*
1832130 252 @19.99 5037.48
END OF ORDER

TOTAL 5037.48
TAX WEST FARGO-ND 7.5% 377.81
TOTAL SALE 5415.29
CAPITAL ONE VISA 2770 5415.29

PO # ada
Auth Code:01302G
Chip Inserted
a000000031010
TC - 5f762ddee9927b98

TOTAL SAVINGS 604.00

TOTAL NUMBER OF ITEMS = 252

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:

541

SOLD TO:

SHIP TO:

GLADEN CONSTRUCTION
40739 US 71
LAPORTE, MN 56461-4278

GLADEN CONSTRUCTION
40739 US 71
LAPORTE, MN 56461-4278

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
10692	8" Acc.	209 St.	Michael Prochnow	
ORDERED BY	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
		Net 25th Prx	05/18/2020	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
4ea	8MJ90L	022455	100.008/ea	400.03
	TYLUN 100294 8 X 90 MJ DI BEND L/ACC Pn: 36482 *** TOP STOCK GUARANTEE ***			
8ea	8MJGK	022419	3.666/ea	29.33
	TYLUN 8MJGK 8" MJ PLAIN RUBBER GSKT Pn: 36253 *** TOP STOCK GUARANTEE ***			
8ea	EBA2008PV	117463	46.433/ea	371.46
	EBAA 2008PV 8 MJ PVC MEGALUG RESTRAINT EBAA Pn: 48177 *** TOP STOCK GUARANTEE ***			
24ea	344MJSSBTNT	075895	4.394/ea	105.44
	MDWS 344MJSSBTNT 3/4X4 MJ STN-STL T-BLT W/NUT 304 STAINLESS HEAVY COATED HEX Pn: 32030 *** TOP STOCK GUARANTEE ***			
1ea	RXMACRO8	112002	429.428/ea	429.43
	ROMAC RXMACRO8 8" MACRO HP CPLG OD 860-975 Pn: 32036 *** TOP STOCK GUARANTEE ***			
			Subtotal	1335.69
			S&H Charges	0.00
			Tax	98.52
			Amount Due	1434.21

UNIT	DESCRIPTION	VIN/SERIAL NUMBER
134	700JLGP John Deere 6 Way Dozer 115 H.P. 2006 /2016 GPS	124577 / 1372-14959
523	PC390LC-10 Komatsu 3.5 YD Hydro Exc. 89000 LB. 2012	A30076
526	2014 HITACHI ZX160	1FFDBC70EDE230088
516	2006 Komatsu PC300LC-7EO	A88289
484	2014 MACK DUMP TRUCK	1M2AX09COEM020547
454	2008 International Quad Dump Truck	1HTWXAH868J641575
613	2007 CAT 277C RUBBER TRACK SKIDSTEER	JWF00495
409	2018 Chevrolet Silverado	3GCUKSEJ9JG232960



CHANGE ORDER REQUEST #1 - FORCE WORK

PROJECT: Norman County SAP 054-594-001
DATE: 5/20/2020

WATER MAIN - PARK STREET

Description	Unit	QTY	Price	Ext Price
MATERIAL - DSG	EA	1	4,232.04	\$ 4,232.04
BEDDING	CY	127.8	7.64	\$ 976.43
ROCK	CY	10	19.89	\$ 198.88
INSULATION	SHEET	7	21.49	\$ 150.42
material mark up	%	15%		\$ 833.66
5/18/2020				
Equipment				
HITACHI Z160 - Unit # 526	Hr	9	237.93	\$ 2,141.37
KOMATSU PC300 - Unit # 516	Hr	2	223.58	\$ 447.16
Mack Dump Truck Unit # 484	Hr	1	96.21	\$ 96.21
International Quad Dump - unit # 454	Hr	4.5	95.19	\$ 428.36
Skidsteer Unit # 613	Hr	2	85.96	\$ 171.92
Pickup - Sliverado	Hr	5.5	75.00	\$ 412.50
Labor				
Laborer	Hr	29.5	40.14	\$ 1,184.13
Laborer - OT	Hr	11	51.66	\$ 568.26
Operator Hitachi Z160	Hr	8	51.12	\$ 408.96
Operator Hitachi Z160 - OT	Hr	1	65.98	\$ 65.98
Operator PC300	Hr	2	51.12	\$ 102.24
Operator Dump Truck	Hr	5.5	41.14	\$ 226.27
Operator Skidsteer	Hr		41.14	\$ -
Operator Skidsteer - OT	Hr	2	53.16	\$ 106.32
Superintendent	Hr	5.5	54.93	\$ 302.12
Labor mark-up	%	62%	2,964.28	\$ 1,837.85
5/19/2020				
Equipment				

Pickup - Sliverado	Hr	3	75.00	\$	225.00
Labor					
Laborer	Hr	5	40.14	\$	200.70
Superintendent	Hr	3	54.93	\$	164.79
Labor mark-up	%	62%	365.49	\$	226.60
5/20/2020					
Equipment					
PC 390 - Unit # 523	Hr	4	237.93	\$	951.72
Pickup - Sliverado	Hr	2	75.00	\$	150.00
Labor					
Laborer	Hr	10	40.14	\$	401.40
Operator PC390	Hr	4	51.12	\$	204.48
Superintendent	Hr	2	54.93	\$	109.86
Labor mark-up	%	62%	715.74	\$	443.76
Total				\$	17,969.38

copy

DSG

DAKOTA SUPPLY GROUP

4557 15TH AVE NORTH
FARGO ND 58102
Phone: (701)-237-0222
Fax: (701)-234-0116

INVOICE

INVOICE DATE	INVOICE NUMBER	
05/08/2020	S100144563.001	
ORDERED BY	Greg Hall	PAGE NO.
REMIT TO:		1 of 1
DAKOTA SUPPLY GROUP PO BOX 74007497 CHICAGO IL 60674-7497		

BILL TO:

185 1 AB 0.419 E0185X I0392 D6125560267 S2 P7368181 0001:0001

SHIP TO:



GLADEN CONSTRUCTION
40739 US 71
LAPORTE MN 56461-4278

GLADEN CONSTRUCTION; NORMAN COUNTY
16 3RD AVE E
ADA MN 56510

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NUMBER / RELEASE NUMBER		SALESPERSON	
39301		ADA ADD ON WM LOWER		Park - 1st lowering		Michael Prochnow	
WRITER		SHIP VIA		TERMS		SHIP DATE	ORDER DATE
Caroline Bohn		CITY TRUCK		Net 25th Prx		05/08/2020	05/07/2020
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE
20ft	20ft	8C9 8C9 8" C900 PVC 235PSI DR18 20FT GJ Pn: 32129				021491	7.945/ft 158.90
4ea	4ea	8MJ45L TYLUN 100270 8 X 45 MJ DI BEND L/ACC Pn: 36548				022465	81.708/E 326.83
8ea	8ea	8MJGK TYLUN 8MJGK 8" MJ PLAIN RUBBER GSKT Pn: 36253				022419	3.666/E 29.33
8ea	8ea	CMKNT98 STARP CMKNT98 8 MJ PVC STARGRIP RESTRAINT 4000 Pn: 21336				135687	44.020/E 352.16
48ea	48ea	344MJSSBTNT MDWS 344MJSSBTNT 3/4X4 MJ STN-STL T-BLT W/NUT 304 STAINLESS HEAVY COATED HEX Pn: 32030				075895	4.394/E 210.89
1ea	1ea	RXMACRO8 ROMAC RXMACRO8 8" MACRO HP CPLG OD 860-975 Pn: 32036				112002	429.428/E 429.43
		<i>picked up another one</i>					<i>858.86</i>
		<i>May 08 2020 at 4:49PM</i>					
		<i>Calab Dropped off</i>					
		<i>1936.97</i>					

Subtotal	\$1,507.54
S&H Charges	\$0.00
Tax	133.07 \$103.64
Amount Due	\$1,611.18

Invoice is due by 06/25/20.

Past Due invoices will be subject to 1.50% late charge.

Thank you for your Business!

0001:0001

2070.04



DAKOTA SUPPLY GROUP

For all the right connections!

REMIT TO:
DAKOTA SUPPLY GROUP
PO BOX 74007497
CHICAGO, IL 60674-7497



Invoice

INVOICE DATE		INVOICE NUMBER	
05/19/2020		S100164140.001	
ORDERED BY	LES	PAGE NO.	
DAKOTA SUPPLY GROUP - FARW 4557 15TH AVE NORTH FARGO, ND 58102 Phone 701-237-0222 Fax 701-234-0116			1 of 2

BILL TO:

SHIP TO:

GLADEN CONSTRUCTION
40739 US 71
LAPORTE, MN 56461-4278

GLADEN CONSTRUCTION
40739 US 71
LAPORTE, MN 56461-4278

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON			
10692		ADA MINN		Park St.		Michael Prochnow			
WRITER		SHIP VIA		TERMS		SHIP DATE		ORDER DATE	
Joe Isensee		COUNTER		Net 25th Prx		05/19/2020		05/19/2020	
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE		
4ea	4ea	8MJ90L TYLUN 100294 8 X 90 MJ DI BEND L/ACC Pn: 36482				022455	100.008/ea	400.03	
8ea	8ea	8MJGK TYLUN 8MJGK 8" MJ PLAIN RUBBER GSKT Pn: 36253				022419	3.666/ea	29.33	
8ea	8ea	CMKNT98 STARP CMKNT98 8 MJ PVC STARGRIP RESTRAINT 4000 Pn: 21336				135687	44.020/ea	352.16	
43ea	43ea	344MJSSBTNT MDWS 344MJSSBTNT 3/4X4 MJ STN-STL T-BLT W/NUT 304 STAINLESS HEAVY COATED HEX Pn: 32030				075895	4.394/ea	188.92	
2ea	2ea	RXMACRO8 ROMAC RXMACRO8 8" MACRO HP CPLG OD 860-975 Pn: 32036				112002	429.428/ea	858.86	
20ft	20ft	8C9 8C9 8" C900 PVC 235PSI DR18 20FT GJ Pn: 32129				021491	7.945/ft	158.90	
5ea	5ea	344MJSSBT MDWS 344MJSSBT 3/4" X 4" MJ STN-STL T-BLT Pn: 49913				118045	3.395/ea	16.97	

** REPRINT ** REPRINT ** REPRINT **

** Continued on Next Page **



Invoice

INVOICE DATE	INVOICE NUMBER	PAGE NO.
05/19/2020	S100164140.001	2 of 2

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
5ea	5ea	34SSNTHV 142598 MDWS 34SSNTHV 3/4" SS HEAVY HEX NUT COATED Pn: 48651 <small>2020/05/19 05:32:59 PM S100164140.1</small> <i>Curbside Pickup</i> Riley	1.199/ea	5.99

**** REPRINT ** REPRINT ** REPRINT ****

Invoice is due by 06/25/2020

Past Due invoices will be subject to 1.50% late charge.

Thanks for your Business!! Have a Great New Year....

Subtotal	2011.16
S&H Charges	0.00
Tax	150.84
Amount Due	2162.00

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items on this receipt will be in the form
of an in store credit voucher if the
return is done after 07/28/20

If you have questions regarding the
charges on your receipt, please
email us at:
FARGfronterid@menards.com



Sale Transaction

Cust name: Kline, Leslie

ORDER 31362
2"-4'X8' HD EXPANDED -PICK*
1832130 252 @19.99 5037.48
END OF ORDER

TOTAL 5037.48
TAX WEST FARGO-ND 7.5% 377.81
TOTAL SALE 5415.29
CAPITAL ONE VISA 2770 5415.29
PO # ada
Auth Code:01302G
Chip Inserted
a000000031010
TC - 5f762ddee9927b96

TOTAL SAVINGS 504.00

TOTAL NUMBER OF ITEMS = 252

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
541

UNIT	DESCRIPTION	VIN/SERIAL NUMBER
134	700JLGP John Deere 6 Way Dozer 115 H.P. 2006 /2016 GPS	124577 / 1372-14959
523	PC390LC-10 Komatsu 3.5 YD Hydro Exc. 89000 LB. 2012	A30076
526	2014 HITACHI ZX160	1FFDBC70EDE230088
516	2006 Komatsu PC300LC-7EO	A88289
484	2014 MACK DUMP TRUCK	1M2AX09COEM020547
454	2008 International Quad Dump Truck	1HTWXAHHT68J641575
613	2007 CAT 277C RUBBER TRACK SKIDSTEER	JWF00495
409	2018 Chevrolet Silverado	3GCUKSEJ9JG232960

Contractor's Application for Payment

Owner: <u>Norman County Highway Department</u>	Owner's Project No.: _____
Engineer: <u>Moore Engineering, Inc.</u>	Engineer's Project No.: <u>17947A</u>
Contractor: <u>Gladen Construction, Inc.</u>	Contractor's Project No.: _____
Project: <u>Grading, Aggregate Base, Bituminous Paving, Curb and Gutter, Storm Sewer</u>	
Contract: <u>Park Street and 2nd Street NW in Ada, MN (S.A.P. 054-594-001)</u>	
Application No.: <u>1</u>	Application Date: <u>5/27/2020</u>
Application Period: From <u>5/1/2020</u>	to <u>5/22/2020</u>

1. Original Contract Price	\$	598,466.15
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	598,466.15
4. Total Work completed and materials stored to date (Sum of Column J Unit Price Total)	\$	190,793.30
5. Retainage		
a. _____ X \$ 187,609.00 Work Completed	\$	-
b. _____ X \$ 3,884.30 Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	190,793.30
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	190,793.30
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	407,672.85
Payment Recommended By Engineer \$ _____ (Line 8 or other - attach explanation of the other amount)		
Payment Approved by Owner \$ _____ (Line 8 or other - attach explanation of the other amount)		

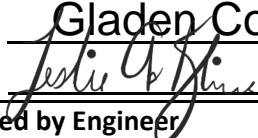
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Gladen Construction Inc</u>	
Signature: <u></u>	Date: <u>May 28, 2020</u>
Recommended by Engineer	Approved by Owner
By: <u>Dan Hanson</u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>5/28/2020</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: Norman County Highway Department
 Engineer: Moore Engineering, Inc.
 Contractor: Gladen Construction, Inc.
 Project: Grading, Aggregate Base, Bituminous Paving, Curb and Gutter, Storm Sewer
 Contract: Park Street and 2nd Street NW in Ada, MN (S.A.P. 054-594-001)

Owner's Project No.:
 Engineer's Project No.: 17947A
 Contractor's Project No.:

Application No.:		Application Period:		From	to		Application Date:					
1				5/1/2020	5/22/2020		5/27/2020					
A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Installed This Period	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
							Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract												
S.A.P. 054-594-001												
2021.501	Mobilization	1.00	Lump Sum	\$ 36,000.00	\$ 36,000.00	1.00	1.00	\$ 36,000.00		\$ 36,000.00	100%	\$ -
2104.503	Remove Pipe Culverts	148.00	Lin. Ft.	\$ 18.00	\$ 2,664.00	148.00	148.00	\$ 2,664.00		\$ 2,664.00	100%	\$ -
2104.503	Remove Curb and Gutter	442.00	Lin. Ft.	\$ 5.00	\$ 2,210.00	175.00	175.00	\$ 875.00		\$ 875.00	40%	\$ 1,335.00
2104.504	Remove Concrete Pavement	58.00	Sq. Yd.	\$ 25.00	\$ 1,450.00		0.00	\$ -		\$ -	0%	\$ 1,450.00
2105.504	Geotextile Fabric Type 5	6,356.00	Sq. Yd.	\$ 2.35	\$ 14,936.60		0.00	\$ -	\$ 2,415.80	\$ 2,415.80	16%	\$ 12,520.80
2105.507	Common Excavation	6,833.00	Cu. Yd.	\$ 6.75	\$ 46,122.75	6,100.00	6,100.00	\$ 41,175.00		\$ 41,175.00	89%	\$ 4,947.75
2105.507	Select Granular Borrow (CV)	2,065.00	Cu. Yd.	\$ 23.00	\$ 47,495.00		0.00	\$ -		\$ -	0%	\$ 47,495.00
2112.603	Subgrade Preparation	1,425.00	Lin. Ft.	\$ 3.80	\$ 5,415.00		0.00	\$ -		\$ -	0%	\$ 5,415.00
2118.507	Aggregate Surfacing (CV) Class 5	167.00	Cu. Yd.	\$ 35.00	\$ 5,845.00		0.00	\$ -		\$ -	0%	\$ 5,845.00
2211.507	Stockpile Aggregate (CV) Class 5 (P)	439.00	Cu. Yd.	\$ 16.00	\$ 7,024.00	439.00	439.00	\$ 7,024.00		\$ 7,024.00	100%	\$ -
2211.509	Aggregate Base Class 5 (P)	1,647.00	Cu. Yd.	\$ 35.00	\$ 57,645.00		0.00	\$ -		\$ -	0%	\$ 57,645.00
2301.504	7" Concrete Driveway Pavement	58.00	Sq. Yd.	\$ 110.00	\$ 6,380.00		0.00	\$ -		\$ -	0%	\$ 6,380.00
2360.509	Type SP 12.5 Wearing Course Mixture (2,B)	845.00	Ton	\$ 90.00	\$ 76,050.00		0.00	\$ -		\$ -	0%	\$ 76,050.00
2360.509	Type SP 12.5 Non Wearing Course Mixture (2,B)	564.00	Ton	\$ 90.00	\$ 50,760.00		0.00	\$ -		\$ -	0%	\$ 50,760.00
2501.502	36" RC Pipe Apron	1.00	Each	\$ 1,565.00	\$ 1,565.00	1.00	1.00	\$ 1,565.00		\$ 1,565.00	100%	\$ -
2502.503	4" Perforated PE Pipe Drain	2,772.00	Lin. Ft.	\$ 8.90	\$ 24,670.80		0.00	\$ -	\$ 1,468.50	\$ 1,468.50	6%	\$ 23,202.30
2503.503	12" RC Pipe Sewer	114.00	Lin. Ft.	\$ 38.00	\$ 4,332.00	114.00	114.00	\$ 4,332.00		\$ 4,332.00	100%	\$ -
2503.503	18" RC Pipe Sewer	381.00	Lin. Ft.	\$ 47.00	\$ 17,907.00	381.00	381.00	\$ 17,907.00		\$ 17,907.00	100%	\$ -
2503.503	30" RC Pipe Sewer	245.00	Lin. Ft.	\$ 98.00	\$ 24,010.00	245.00	245.00	\$ 24,010.00		\$ 24,010.00	100%	\$ -
2503.503	36" RC Pipe Sewer	83.00	Lin. Ft.	\$ 134.00	\$ 11,122.00	83.00	83.00	\$ 11,122.00		\$ 11,122.00	100%	\$ -
2506.502	Construct Drainage Structure Design H	5.00	Each	\$ 2,700.00	\$ 13,500.00	5.00	5.00	\$ 13,500.00		\$ 13,500.00	100%	\$ -
2506.502	Construct Drainage Structure Design 48-4020	2.00	Each	\$ 3,300.00	\$ 6,600.00	2.00	2.00	\$ 6,600.00		\$ 6,600.00	100%	\$ -
2506.502	Construct Drainage Structure Design 60-4020	1.00	Each	\$ 4,500.00	\$ 4,500.00	1.00	1.00	\$ 4,500.00		\$ 4,500.00	100%	\$ -
2506.502	Construct Drainage Structure Design 72-4020	2.00	Each	\$ 5,780.00	\$ 11,560.00	2.00	2.00	\$ 11,560.00		\$ 11,560.00	100%	\$ -
2506.602	Reconstruct Drainage Structure	2.00	Each	\$ 2,350.00	\$ 4,700.00		0.00	\$ -		\$ -	0%	\$ 4,700.00
2511.507	Random Riprap Class 3	15.80	Cu. Yd.	\$ 125.00	\$ 1,975.00	15.80	15.80	\$ 1,975.00		\$ 1,975.00	100%	\$ -
2531.503	Concrete Curb and Gutter Design S512	2,647.00	Lin. Ft.	\$ 33.00	\$ 87,351.00		0.00	\$ -		\$ -	0%	\$ 87,351.00
2531.503	Concrete Curb and Gutter Design VG220	125.00	Lin. Ft.	\$ 61.00	\$ 7,625.00		0.00	\$ -		\$ -	0%	\$ 7,625.00
2563.601	Traffic Control	1.00	Lump Sum	\$ 2,800.00	\$ 2,800.00	0.75	0.75	\$ 2,100.00		\$ 2,100.00	75%	\$ 700.00
2573.502	Storm Drain Inlet Protection	7.00	Each	\$ 135.00	\$ 945.00		0.00	\$ -		\$ -	0%	\$ 945.00
2573.503	Sediment Control Log Type Straw	20.00	Lin. Ft.	\$ 7.50	\$ 150.00		0.00	\$ -		\$ -	0%	\$ 150.00
2573.503	Silt Fence Type MS	342.00	Lin. Ft.	\$ 5.50	\$ 1,881.00		0.00	\$ -		\$ -	0%	\$ 1,881.00
2574.507	Common Topsoil Borrow	251.00	Cu. Yd.	\$ 25.00	\$ 6,275.00		0.00	\$ -		\$ -	0%	\$ 6,275.00
2575.501	Turf Establishment	1.00	Lump Sum	\$ 5,000.00	\$ 5,000.00		0.00	\$ -		\$ -	0%	\$ 5,000.00
					Original Contract Totals	\$ 598,466.15		\$ 186,909.00	\$ 3,884.30	\$ 190,793.30	32%	\$ 407,672.85

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: Norman County Highway Department
Engineer: Moore Engineering, Inc.
Contractor: Gladen Construction, Inc.
Project: Grading, Aggregate Base, Bituminous Paving, Curb and Gutter, Storm Sewer
Contract: Park Street and 2nd Street NW in Ada, MN (S.A.P. 054-594-001)

Owner's Project No.: _____
Engineer's Project No.: 17947A
Contractor's Project No.: _____

Application No.: 1		Application Period: From 5/1/2020 to 5/22/2020				Application Date: 5/27/2020							
A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information				Work Completed				Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Installed This Period	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Change Orders													
					\$ -		\$ -		\$ -		\$ -		
					\$ -		\$ -		\$ -		\$ -		
					\$ -		\$ -		\$ -		\$ -		
					\$ -		\$ -		\$ -		\$ -		
					\$ -		\$ -		\$ -		\$ -		
					Change Order Totals		\$ -		\$ -		\$ -		
Original Contract and Change Orders													
					Project Totals		\$ 598,466.15		\$ 186,909.00	\$ 3,884.30	\$ 190,793.30	32%	\$ 407,672.85



3315 Roosevelt Road
Suite 500C
St. Cloud, MN 56301
P: 320.281.5493



May 15, 2020

Brian Rasmusson
Public Works Director
City of Ada
PO Box 32
Ada, MN 56510

Subject: Wellhead Protection Plan Phase 2 Proposal
Environmental and Civil Engineering Services

Dear Mr. Rasmusson:

In response to your request for proposals to provide expertise related to wellhead protection activities for the City of Ada Wellhead Protection Plan Phase 2, Moore Engineering, Inc. ("Moore") is pleased to submit our proposal to the City of Ada (City) outlining our scope of services and cost estimate.

PROJECT UNDERSTANDING: The City has completed Part 1 of their Wellhead Protection Plan and now needs to complete Part 2 based on the Scoping 2 Decision Notice information to meet Minnesota Rules and Minnesota Department of Health (MDH) requirements. This includes completing an inventory of the pertinent potential contaminant sources within the approved Drinking Water Supply Management Area (DWSMA) and developing a management plan addressing potential contaminant sources and associated reporting requirements for the wellhead protection rules (MR, parts 4720.5100 to 4720.5590).

Scope of Work

This scope of work provides the tasks necessary to complete the potential contaminant source inventory (PCSI) and develop the wellhead protection management plan for the City of Ada.

Task 1: Information and Data Compilation for the Wellhead Protection Plan

Moore will identify, collect, and review data and information necessary for completion of Part 2 of the Wellhead Protection Plan (WHP). The WHP content will be based on the Scoping 2 Decision Notice and the wellhead protection rules requirements. This will assessment of the required data elements based on the DWSMA low vulnerability.

Moore will work with the City to identify expected changes to land and water resources that may impact the aquifer that serve the public water supply well(s). This will identify potential new sources of contamination and ways to address these sources. Task 1 includes up to two meetings with the City to review data and WHP content and process.

Task 2: Identify Issues, Problems and Opportunities

Moore will work with the City to identify and describe the water and land use issues, problems, and opportunities related to the aquifer serving the public water supply well(s), the well(s), and the DWSMA to meet MN Rules 4070.5230 WHP requirements. This will include conducting a Potential Contaminant Source Inventory (PCSI) that reviews at least 25 potential contaminant sources (PCS) for each MDH required PCS category. The PCSI will include appropriate maps to present the data in the WHP. Task 2 includes up to two meetings with the City to review the PCSI and maps.

Task 3: Develop Goals, Objectives, and a Plan of Action

Moore will assist the City in establishing goals for present and future water and land use as a framework for determining WHP objectives and related action items. This will include identification of wellhead protection measures.

Task 4: Develop Implementation Strategies

Moore will work with the City to identify strategies to evaluate the effectiveness of the WHP measures. A Contingency Strategy for an Alternate Water Supply will also be prepared to address the potential disruption of water supply due to mechanical failure or contamination. One meeting with the City is planned to discuss information developed during Tasks 3 and 4.

Task 5: Draft Wellhead Protection Plan

Moore will compile the information developed during Tasks 1-4 into a Draft WHP plan for review and comment by the City. Moore will address City comments and provide a Draft WHP plan that will be ready for the 60-day Local Units of Government (LUG) Review and Comment period.

Following the LUG comment period, Moore will address any comments and prepare a Final WHP plan for City approval.

Task 6: Public Hearing

A public hearing is required prior to submitting the WHP plan to MDH. Moore will assist the City with conducting this public hearing, as needed.

Task 7: Finalize Wellhead Protection Plan

Following the public hearing, Moore will prepare the final draft WHP plan and submit to MDH for review. Moore will address MDH comments, if any, and prepare the Final WHP plan.

If necessary, upon written direction and authorization from the Owner, **Moore may perform tasks outside of the above Scope of Work at the same Category Billing Rates used for the scope of work. We have done our best to cover every conceivable unknown, but if something even we didn't anticipate being a possibility, we can discuss scope/fee at that time.**

Assumptions

- City will provide the existing data and information from the Part 1 process.
- Meetings: Ada's City Engineer (Moore) will attend meetings in-person, as appropriate. Other Moore staff will attend meetings via phone or video conference.
- City staff will provide information regarding wells and well status.

Fee

Moore will perform the tasks specified in the scope of work above for a lump sum fee of:

Eight thousand dollars (\$8,000)

Category billing rates and expense costs are valid through the end of the current year. On January 1 in each subsequent year, category billing rates and reimbursable expenses may be adjusted to meet market conditions.

Standard Terms and Conditions

Our services will be provided in accordance with the attached "Standard Terms and Conditions for Professional Services," which are integral to this proposal.

Closing

Should you find this Proposal acceptable, please sign or have an authorized representative sign the acceptance portion of this letter and return one (1) fully executed copy of this proposal to me. Receipt of this Proposal will serve as our Agreement and our Notice to Proceed.

We appreciate the opportunity to submit this proposal to you, and we look forward to working with you on this project. If we are fortunate enough to team with you on this project, we would embrace the opportunity and possibility to continue to team on the design phase(s) when the time comes. Should you have any questions or need additional information, please contact me by phone at 320-979-0274 or by email at amy.denz@mooreengineeringinc.com.

Sincerely,



Amy Denz
Senior Project Manager

Acceptance

I hereby authorize Moore Engineering, Inc. to proceed with the work described above.

Signature: _____

Name: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (April 2016)

1. General

1.1 The following Standard Terms and Conditions, together with the attached Proposal, constitutes the Agreement between Moore Engineering, Inc. (hereinafter referred to as "ENGINEER") and the person or entity to whom the Proposal is addressed (hereinafter referred to as "OWNER") for the performance of professional and related services. If OWNER requests that ENGINEER begin work prior to OWNER's execution of this Agreement and ENGINEER performs work in accordance with this Agreement, then this Agreement shall constitute the agreement between OWNER and ENGINEER even if OWNER fails to return an executed counterpart of this Agreement to ENGINEER.

1.2 No provision of this Agreement, including without limitation these Standard Terms and Conditions, may be waived, altered, or modified in any manner, unless the same shall be set forth in writing and signed by a duly authorized agent of ENGINEER. OWNER may use its standard business forms (such as purchase orders) to administer any agreement between ENGINEER and OWNER, but use of such forms shall be for convenience purposes only, and any typed provision in conflict with the terms of these Standard Terms and Conditions or ENGINEER's Proposal and all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void.

1.3 OWNER acknowledges and agrees that ENGINEER's services are on behalf of and for the exclusive use of OWNER and shall consist solely of those services described in ENGINEER's scope of services and shall not be based upon scientific or technical tests or procedures beyond the scope described therein, or the time and budgetary constraints imposed by OWNER. OWNER further acknowledges and agrees that ENGINEER's services require decisions that are not always based upon pure science, but also include judgmental considerations.

2. Standards of Performance

2.1 The standard of care for all professional engineering and related services under this Agreement shall be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by the ENGINEER.

2.2 ENGINEER shall perform the professional engineering and related services under this Agreement as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

2.3 Subject to the standard of care set forth in Paragraph 2.1, ENGINEER and its Consultants may use or rely upon design elements in information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and publishers of technical standards.

2.4 ENGINEER shall review laws, rules, regulations, ordinances, codes, and OWNER-mandated standards policies, procedures and instructions provided to the ENGINEER in writing and that are in effect as of the date of this Agreement applicable to the ENGINEER's performance services under this Agreement subject to the standard of care set forth in Paragraph 2.1 and to the extent compliance is consistent with professional practice requirements. ENGINEER shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. Changes to any laws, rules, regulations, ordinances, codes, OWNER-mandated standards, policies procedures and instructions or requirements of governmental authorities after the effective date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, and/or compensation. If, during ENGINEER's review of applicable laws, rules, regulations, ordinances and codes, and OWNER-mandated standards, ENGINEER identifies any conflict between such laws, rules, regulations, ordinances and codes, and OWNER-mandated standards, ENGINEER shall notify OWNER of the nature and impact of such conflict. OWNER agrees to cooperate and work with ENGINEER in an effort to resolve any such conflict.

2.5 ENGINEER shall not be required to sign any document or certification, no matter by whom requested, that would result in ENGINEER having to certify, guarantee or warrant the existence of conditions

whose existence ENGINEER cannot ascertain, or that extends ENGINEER's duties, responsibilities or liability beyond that contemplated by this Agreement. In the event that ENGINEER executes any such document or certificate, OWNER acknowledges that such execution by ENGINEER shall not operate as a waiver of this provision, but shall be considered a mistake of fact or law. OWNER agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

3. Contingency

3.1 OWNER and ENGINEER acknowledge and agree that certain increased costs and changes may be required as a result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities or inconsistencies in the drawings, specifications and other documents furnished by ENGINEER or contained within other professional services performed or furnished by ENGINEER under this Agreement and, therefore, the final construction cost of the Project may exceed the OWNER's estimated construction cost. Accordingly, OWNER agrees to set aside a reserve in the amount of 5 percent of the estimated construction cost as a contingency to be used as required to pay for such increased costs and changes resulting from the imprecision, incompleteness, errors, omissions, ambiguities or inconsistencies in the drawings, specifications and other documents furnished by ENGINEER or contained within other professional services performed or furnished by ENGINEER. The contingency percentage listed above should be included as a portion of the OWNER's overall construction contingency established to address unforeseen events or circumstances that arise during construction.

3.2 Any responsibility of ENGINEER for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that OWNER would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents or in the Opinion of Probable Construction Cost and without any other error or omission of ENGINEER related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, ENGINEER is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term ENGINEER includes Engineer's officers, directors, members, partners, agents, employees, and Consultants.

3.3 OWNER further agrees not to sue or make any claim by way of direct or third-party action against ENGINEER for the increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

4. Owner's Responsibilities

4.1 OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the services of ENGINEER.

4.2 OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement. Nothing in this paragraph shall be construed to require ENGINEER to affirmatively determine the accuracy of information that is prepared for OWNER by other licensed professionals (including, but not limited to, land surveyors, geotechnical engineers, accountants, insurance and surety professionals, and attorneys) who are not engaged directly by ENGINEER.

4.3 OWNER shall provide for ENGINEER's right to enter the property owned by OWNER and/or others in order for ENGINEER to fulfill its services.

4.4 OWNER shall promptly report to ENGINEER any deficiencies or suspected deficiencies in ENGINEER's work or services of which OWNER becomes aware so that ENGINEER may take measures to minimize the consequences of such deficiencies. Upon notice to ENGINEER and by mutual agreement between the parties, ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is attributable to deficiencies in OWNER-furnished information.

5. Environmental Conditions.

5.1 OWNER shall provide (or cause the Site owner to provide) ENGINEER with the identity and location of all subsurface facilities and obstructions on the Site. OWNER agrees to waive any claims against ENGINEER and to indemnify, defend and hold ENGINEER harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by OWNER or others. OWNER assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend ENGINEER from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of ENGINEER; it being the intention of the OWNER to assume any liability alleged to have resulted from ENGINEER's joint or concurrent negligence.

6. Ownership and Use of Documents

6.1 All original reports, plans, specifications, field data and other documents, whether in written or electronic format, prepared by ENGINEER or ENGINEER's consultants are instruments of professional service (hereinafter collectively referred to as "Documents") and ENGINEER shall retain the ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

6.2 Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed and/or sealed by ENGINEER or ENGINEER's consultants. Files in electronic media format of text, data, graphics or of other types that are furnished by ENGINEER or ENGINEER's consultants to OWNER are only for the convenience of OWNER. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

6.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, OWNER agrees that it will perform acceptance tests or procedures within 60 days after receipt of such data, after which OWNER shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by ENGINEER at no cost to OWNER. However, ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

6.4 When transmitting documents in electronic media or digital format, ENGINEER makes no representations as to long term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those used by ENGINEER for this Project.

6.5 OWNER may make and retain copies of Documents for information and reference in connection with use of the Documents on the Project by OWNER. ENGINEER grant OWNER a limited license to use the Document on the Project subject to receipt by ENGINEER of full payment due and owing for all services relating to preparation of the Documents. Such limited license shall not create any rights in third parties. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at the user's sole risk. OWNER shall, to the fullest extent permitted by law, indemnify, defend, and hold ENGINEER, its officers, directors, employees, partners, agents and Consultants, harmless from and against any and all claims, suits, judgments, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and defense costs) arising or allegedly arising from out of any unauthorized reuse or modification of said Documents by OWNER or any person or entity for whom OWNER is legally liable without the written authorization of ENGINEER.

6.6 In the event OWNER subsequently reproduces or otherwise uses ENGINEER's Documents or creates a derivative work based upon the Documents, OWNER shall, where permitted or required by law, remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Documents of the identity of ENGINEER, its employees and consultants.

6.7 Under no circumstances shall delivery of the electronic files for use by OWNER be deemed a sale by ENGINEER, and ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall ENGINEER be liable for any loss of profit or any consequential damages as a result of OWNER's use or reuse of the electronic files.

7. Confidentiality

7.1 "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information.

7.2 In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding ENGINEER's Work Product that is delivered to OWNER or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order.

7.3 OWNER agrees that ENGINEER may use and publish OWNER's name and a general description of the Services provided to OWNER in describing ENGINEER's experience and qualifications to other clients and potential clients.

8. Work Product

8.1 "Work Product" consists of all reports, notes, laboratory test data and other information prepared by ENGINEER for delivery to OWNER. OWNER shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided.

8.2 OWNER may release the Work Product to third parties at its sole risk and discretion; provided, however, ENGINEER shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and OWNER shall indemnify, defend and hold ENGINEER harmless from any and all such claims or damages.

9. Billing and Payment

9.1 Invoices shall be submitted monthly by ENGINEER, are due upon presentation, and shall be considered past due if not paid within 30 days of the invoice date. If payment is not received by ENGINEER within 45 days of the invoice date, OWNER shall pay as interest an additional charge of one percent (1.0%) or the maximum allowable by law, whichever is lower, of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

9.2 If OWNER objects to any portion of an invoice, OWNER shall so notify ENGINEER in writing within 10 days of receipt of the invoice. OWNER shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by OWNER on all disputed invoiced amounts resolved in ENGINEER's favor and unpaid for more than 45 days after date of submission.

9.3 In the event legal action is necessary to enforce the payment provisions of this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred. If both parties receive judgment in any dollar amount, the court will determine the prevailing party, taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party, and the relative equities between the parties.

9.4 If OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven (7) days' notice to OWNER. ENGINEER

shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER.

9.5 Minnesota Notice.

To protect property owners, Minnesota's mechanic's lien laws require prime contractors on some projects to give the following pre-lien notice to all owners with whom they contract. This notice is purely a legal condition and does not reflect any intent to file a lien or an opinion that a lien or liens will be necessary. Here is the notice:

- a) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**

- b) **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER THE COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY THE PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

9.6 If and to the extent the time initially established by this Agreement for completion of ENGINEER's services is exceeded or extended through no fault of ENGINEER, compensation for any services rendered during the additional period of time shall be computed in accordance with the additional services provision of this Agreement, or, in the absence thereof, on the basis of ENGINEER's then-current standard hourly billing rates, plus reimbursable expenses at a multiplier of 1.15 times the actual expense incurred by ENGINEER, its employees and consultants, in the interest of the Project.

9.7 Payments Upon Termination.

9.7.1 In the event of any termination under the terms of this Agreement, ENGINEER will be entitled to invoice OWNER for all services performed or furnished and all expenses incurred through the effective date of termination.

9.7.2 In the event of termination by ENGINEER for cause, in addition to invoicing for those items identified in paragraph 9.7.1, above, ENGINEER shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's consultants, and other related close-out costs.

10. Insurance

10.1 During the term of this Agreement, ENGINEER shall maintain not less than the following insurance coverages:

10.1.1 Workers' Compensation Insurance – statutory amount

10.1.2 Employer's Liability Insurance - \$100,000 each accident, \$500,000 disease policy limit, \$100,000 disease each employee

10.1.3 Commercial General Liability Insurance - \$1,000,000 per occurrence / \$1,000,000 aggregate

10.1.4 Automobile Liability Insurance - \$1,000,000 combined single limit

10.1.5 Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 aggregate

10.2 At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage or increased limits that are more protective than those maintained by ENGINEER.

11. Allocation of Risks; Limitation of Remedies

11.1 It is intended by the parties to this Agreement that ENGINEER's services in connection with the Project shall not subject ENGINEER's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, OWNER agrees that as OWNER's sole and exclusive remedy, any claim, demand or suit arising out of ENGINEER's services in connection with the Project shall be directed and/or asserted only against ENGINEER and not against any of ENGINEER's individual employees, officers, or directors.

11.2 In recognition of the relative risks and benefits of the Project to both OWNER and ENGINEER, OWNER agrees, to the fullest extent permitted by law and notwithstanding any other provision in this Agreement, that any liability created by or arising out of this Agreement on the part of ENGINEER to OWNER and any person or entity claiming by, through or under OWNER, for any and all claims, liabilities, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes (including without limitation any attorneys' fees under this Agreement), shall be limited to the lesser of \$100,000 or the total amount of compensation received by ENGINEER hereunder.

11.3 Allocations of risks and limitations of remedies in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including, without limitation, breach of contract or warranty (expressed or implied), tort (including, without limitation, negligence), strict or statutory liability, or any other cause of action. These limitations of remedies will not apply to any losses or damages that have been found by a trier of fact to have been caused by ENGINEER's gross negligence or willful or wanton misconduct. The parties agree that the Owner will not seek damages in excess of the contractually agreed limitations through suits with other parties who may join ENGINEER as a third-party defendant.

11.4 Notwithstanding any other provision in this Agreement, neither ENGINEER nor OWNER shall be liable to the other party for any special, incidental, indirect or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or performance of this Agreement.

12. Certificate of Merit

12.1 OWNER shall make no claim for professional negligence, either directly or in a third-party claim, against ENGINEER unless OWNER has first provided ENGINEER with a written certification executed by an independent design professional currently practicing in the same discipline as ENGINEER and licensed in the state in which the Project is located. This certification shall: (i) contain the name and license number of the certifier; (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances in the same location; and (iii) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to ENGINEER not less than 30 days prior to the presentation of any claim or the institution of any mediation, arbitration, or judicial proceeding.

13. Integration, Severability and Survival

13.1 This Agreement comprises the final and complete agreement between OWNER and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both OWNER and ENGINEER. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.

13.2 All provisions of this Agreement related to assignment, indemnification, limitation of remedies, and limitations on actions, or otherwise allocating responsibility or liability between the parties, shall survive the completion of the services hereunder and the termination of this Agreement and shall remain enforceable between the parties.

14. Assignment

14.1 Neither party to this Agreement may assign, sublet, or transfer any rights or obligations under or interest (including, without limitation, moneys that are due or may become due) in this Agreement, or any claims, causes of action or rights against the other party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement as security, collateral or the source of payment for any notes or liabilities to the Contractor or any other third party; or any control of any claims or causes of action arising from or under this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This section shall not, however, apply to any subrogation rights of any insurer of either party. The provisions of this paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.

14.2 Notwithstanding the provisions of Section 14.1, above, or any other provision of this Agreement, ENGINEER may assign or otherwise transfer its rights and obligations under this Agreement to any parent, subsidiary, or affiliated company of ENGINEER or to any purchaser of the business of ENGINEER that agrees to assume the obligations of ENGINEER under this Agreement.

15. Suspension of Services

15.1 If the Project is suspended for more than 30 days in the aggregate, ENGINEER shall be compensated for services performed and charges incurred prior to suspension and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than 90 days in the aggregate, ENGINEER may, at its option, terminate this Agreement upon giving notice in writing to OWNER. If OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven days' prior written notice to OWNER. ENGINEER shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER.

16. Force Majeure

16.1 Neither party shall be liable for any delay in, or failure of, its performance of any of its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected party, including, but not limited to, any acts of God, governmental embargoes, restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, fires, floods, vandalism, sabotage or the acts of third parties (a "Force Majeure Event").

16.2 Upon completion of the Force Majeure Event the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.

16.3 A Force Majeure Event does not relieve a party from liability for an obligation that arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner that matured prior to the occurrence of that event.

17. Ownership of Waste

17.1 "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated.

17.2 OWNER shall be responsible for the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. OWNER shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow ENGINEER to complete the Services in a timely manner. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "owner", "arranger", "operator", "generator", or "transporter" of Pre-Existing Waste which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

17.3 OWNER agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste.

18. Termination

18.1 This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

19. Third Party Beneficiaries

19.1 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and not for the benefit of any other party. No other party shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER.

20. Dispute Resolution

20.1 ENGINEER and OWNER will attempt in good faith to resolve through negotiation any dispute, claim, counterclaim, or controversy arising out of or relating to this Agreement (hereafter collectively referred to as "Dispute"). If the Dispute is not resolved by these negotiations, the parties agree to submit any such unresolved Dispute to mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties will share equally in the costs of the mediator. Neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this paragraph may be enforced by any Court of competent jurisdiction.

21. Limitations on Actions

21.1 Causes of action by either party against the other party, however denominated, shall be barred two years from the day ENGINEER's services are completed or ENGINEER otherwise ceases providing the services called for in this Agreement, whichever first occurs.

22. Controlling Law

22.1 This Agreement is to be governed by the laws and regulations of the state in which the project is located, without regard to any choice of law principles that may otherwise have permitted the application of the laws of any other jurisdiction.

23. Interpretation

23.1 The parties expressly agree that this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

24. Notices

24.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address as listed in the Agreement and given personally, by registered or certified mail post prepaid or by a commercial courier service. All notices shall be effective upon the date of receipt.

End of Standard Terms and Conditions for Professional Services



April 21, 2020

Ashley Larson
City Administrator
City of Ada
15 4th Avenue E.
Ada, MN 56510

Subject: Phase 2, Wellhead Protection Plan

Thank-you for the opportunity to submit a proposal for the completion of the second phase of the City of Ada's Wellhead Protection Plan. My past work as a County Water Planner has made me acutely aware of the need to protect our resources for future use.

My expertise in wellhead protection includes a workshop I attended through Minnesota Department of Health (MDH), outlining the plan definitions, templates, and requirements. I have completed Wellhead Protection Plans for fifty-four cities in Minnesota. I am currently working with the Cities of Alexandria, Foley, and Long Prairie on implementation of their plan – writing and receiving four \$10,000 implementation grants in the past two years. I have completed a Source Water Protection Plan for the City of Minneapolis and am presently working with Minneapolis, St. Paul, and St. Cloud on the implementation of their drinking water protection plans. This, along with my background in Water Planning and my working relationship with the MDH and Minnesota Rural Water, assures a plan that will accurately assess the needs and set appropriate goals and implementation strategies for your community.

My work in Local Water Planning included plan writing, grantwriting, and meeting coordination and facilitation. I have enclosed my Resume' with this letter to outline my experiences and a listing of references for work I have completed. Please feel free to contact the enclosed references.

The scope of the proposal includes attendance of up to four teleconference meetings, facilitation of discussion at these meetings with incorporation of the team ideas, comments, and recommendations into the Plan. All required data elements and assessments, identification of expected changes and their impacts and issues problems and opportunities will be included as required by the MDH. All work except for mapping will be completed by Marilyn Bayerl, owner, Bayerl Water Resources. Mapping will be completed by Rick Moore GIS services. Attached please find a proposed timeline for the completion of this project by December of 2020, allowing for local and MDH review and final approval by May of 2021.

Existing information will be utilized to write the Plan for the designated wellhead areas. I will summarize this data and incorporate it into the Plan. Draft copies will be provided to the committee either by the City or at actual cost to Bayerl Water Resources. One hard copy and CDs required of the DRAFT Plan will be provided, as well as two final hard copies and three CDs of the completed Plan will be provided as part of this proposal. Printing and reimbursable expenses (phone calls, mailing, supplies, etc.) will be billed at actual cost.

I will complete the work on an hourly plus expenses basis. My hourly rate is \$95/hour and my estimate of the cost to complete this project (including printing costs for meeting materials, two hard copies and up to 20 CDs of the plan) is as follows:

Task	Estimated Hours	Estimated Cost
Four teleconference meetings	8	760
Prepare PCSI	24	2,280
Prepare Draft Plan	20	1,900
Prepare final plan	8	760
Subtotal for Hourly	58	5,700
Mapping		800
Printing/mailing/supplies (Actual cost):		400
Subtotal for Expenses		1,200
Total Estimate for Plan Development		\$6,900

Bayerl Water Resources will not exceed the estimate of \$6,900 in the development of this Plan without written approval. The MDH usually attends the public hearing and my attendance is not required if they attend – this is an optional expense. If you agree with my proposed scope of services, please sign below and return one copy of this letter to me as authorization to proceed.

Proposed by BAYERL WATER RESOURCES



Marilyn E. Bayerl

Accepted by the City of Ada

The above proposal is satisfactory, and Bayerl Water Resources is authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the above estimate.

_____ Date

Enclosures: Timeline
 Resume'
 References

CITY OF ADA
WELLHEAD PROTECTION PLAN



PART II TIMELINE FOR WORK ITEMS
June 2020 – February 2021

THE FOLLOWING IS A PRELIMINARY TIMELINE FOR COMPLETION OF PART II WHP PLAN.

MEETING 1: JUNE 2020:

1. INTRODUCTION OF WHP TEAM AND CONSULTANT TO WRITE PART II OF WHP PLAN.
2. BRIEF REVIEW OF DWSMA AND VULNERABILITY STATUS.
3. DISCUSS / REVIEW REQUIRED COMPONENTS OF CHAPTERS 1-7 OF THE PLAN (SCOPING LETTER).
4. REVIEW AND CORRECT POTENTIAL CONTAMINANT SOURCE INVENTORY AND DISCUSS MAIN COMPONENTS OF CHAPTER 4.
5. SET NEXT MEETING DATE.

MEETING 2: AUGUST 2020:

1. REVIEW / MODIFY DRAFT CHAPTERS 1-7.
2. REVIEW AND CORRECT PCSI DATA.
3. APPROVE MAPPING REQUIRED FOR PLAN.
4. DISCUSS REQUIREMENTS FOR CHAPTERS 8 AND 9.
5. SET NEXT MEETING DATE

MEETING 3: OCTOBER 2020:

1. REVIEW AND APPROVE CHAPTERS 1-8.
2. APPROVE FINAL PCSI MAPS AND DATA.
3. STRATEGIES DISCUSSION FOR CHAPTER 5.
4. CHAPTER 10 – EVALUATION PROGRAM
5. COMPLETE CONTINGENCY PLAN.
6. SET NEXT MEETING DATE.

MEETING 4: NOVEMBER 2020:

1. REVIEW AND APPROVE FINAL DRAFT.
2. APPROVE IMPLEMENTATION TIMELINE.

DECEMBER 2020:

1. SUBMIT TO LOCAL GOVERNMENTS FOR 60-DAY REVIEW.
2. SET PUBLIC HEARING DATE AFTER 60-DAY REVIEW PERIOD.

DECEMBER 2020 – FEBRUARY 2021:

LOCAL GOVERNMENT REVIEW

EMAIL/PHONE MEETING WITH City of ADA: FEBRUARY 2021:

REVIEW LOCAL GOVERNMENT COMMENTS AND PREPARE FOR PUBLIC HEARING.

FEBRUARY 2021:

HOLD PUBLIC HEARING.

FEBRUARY 2021:

SUBMIT PLAN TO MINNESOTA DEPARTMENT OF HEALTH FOR FINAL APPROVAL BY
MAY 2021.

Marilyn E. Bayerl
Water Resources Specialist

www.bayerlwaterresources.com

9083 State Hwy 114 SW

Alexandria, MN 56308

320-766-6126

marilyn@bayerlwaterresources.com

EDUCATION	Baccalaureate of Science in Aquatic Biology, St. Cloud State University, 1994
EMPLOYMENT BACKGROUND	Owner, Bayerl Water Resources (2001 – Present) Water Plan Technician, Douglas County Land and Resource Management (1995-2001) Lab Technician, Kraft Foods, Albany, Minnesota (1994-1995) Fisheries Internship, Department of Natural Resources, Glenwood, MN (1993) Seasonal Field Technician, Widseth, Smith, Nolting and Assoc., Alexandria, MN (1992) Lab Technician, St. Cloud State University, St. Cloud State, MN (1992-1994) Seasonal Project, Chain of Lakes Coalition, Alexandria, MN (1992)
MEMBERSHIPS AND AWARDS	Minnesota Waters –board member (2002-2006) North American Lakes Management Society, NALMS (1994-present) MPCA Subsurface Sewage Treatment Systems Advisory Committee (2004-2008) Minnesota Rural Water Association (2002-present) Water Planner of the year, 1999 Outstanding Service Award, Lake Le Homme Dieu Association, 2001
COMMUNITY INVOLVEMENT	Advisory, Lake Mary Association (1997-present) Advisory Member, Douglas County Lakes Association (1995-present) Kid’s Groundwater Festival Planning Committee – Douglas County (1995-present) Volunteer Local Water Management Task Force – Douglas County (2001-present)
PROFESSIONAL EXPERIENCE	Well-rounded problem solver with broad based expertise in areas of local water planning, zoning, water management issues, facilitation, and wellhead protection. <ul style="list-style-type: none">• Completed 16 Wellhead Protection Plan – including plan amendments for 3 of them.• Completed Sourcewater Protection Plan for the Upper Mississippi River Source Water Protection Project – including project management from 2008 to present.• Completed Comprehensive Watershed Management Plan for the Lac qui Parle – Yellow Bank Watershed District (2009).• Completed bacteria Total Maximum Daily Load study and implementation plan for the Pomme de Terre Watershed Joint Powers Board (2008).• Facilitated public input, presentations and committee meetings during the Lac qui Parle-Yellow Bank Watershed District Plan update, and the Comprehensive Local Water Management Plan updates for Douglas, Isanti and Otter Tail County.• Wrote Comprehensive Local Water Management Plan for Douglas, Otter Tail (2004 and 2009), and Isanti (2006) Counties.• Facilitated public input sessions for lake management planning for ten lake associations. Wrote Lake Management Plan for five lake associations.• Plan writing and meeting facilitation for Wellhead Protection in numerous communities. Wrote Comprehensive Source Water Protection Plan for the Cities of Minneapolis, St. Paul and St. Cloud (2006).• Spent five years planning and implementing Douglas County’s Comprehensive Local Water Plan at the local level.• Wrote recommendations for Planning Advisory Commission and Board of Adjustment actions. Conducted occasional viewing meetings.• Conducted Planning Advisory Commission / Board of Adjustment meetings as needed when director unavailable.• Participated in writing / meeting facilitation of Douglas County Subdivision Ordinance.• Wrote, obtained, and administered over \$400,000 in grants to fund priority projects.• Facilitated meetings between state, local and federal agencies to work cooperatively on priority projects.



References for Wellhead Protection

City of Long Prairie
Completed plan – currently
Contracted for implementation
and plan update
Brenda Thomes
City Administrator / Clerk
320-732-2167

City of Little Falls
Gerald Lochner
Public Works Director
320-616-5500

City of Glenwood
Dave Perryman
Public Works Director
320-796-4523

City of Moorhead
Cliff McLain
Moorhead Public Services
Water Division Manager
218-299-5471

City of Barnesville
Completed original and 10-year update
Mike Rietz
City Administrator
218-354-2292

City of Browerville
Completed original plan
and 10-year update
Chuck Buhl
Public Works Director
320-594-2201

City of Alexandria
Completed original plan, 10-year update
Currently contracted for implementation
Scott Deitz
Alexandria Light and Power
Operations Manager
320-763-6501

Cities of Eden Valley and Watkins
Plan in 2008 and current update (*in progress*)
Cindy Anderson
Eden Valley City Clerk
320-453-5251

City of Battle Lake
Wanda Berg-Vorgert
Clerk-Treasurer
218-864-0424

Green Lake Sanitary Sewer & Water
Ron Hagemeier
Director
320-634-5433

City of Richmond
Martin Bode
City Administrator / Clerk / Treasurer
320-597-2075

Pierz Rich Prairie Sewer and Water District
Bob Gruber
Superintendent
320-468-0268

City of Sebeka
Tom Hoppe
Public Works Superintendent
218-837-5773

City of Frazee
Jonathan Smith
City Administrator
218-334-4991

City of Jackson
Steve Beckel
Water Superintendent
507-847-4410

City of Glyndon
Scott Lofgren
Public Works Director
218-498-2379

City of Foley
Mark Pappenfus
Public Works Director
320-290-9186

City of Melrose
Michael Brethorst
City Administrator
320-256-4278

City of Fairfax
Marcia Seibert-Volz
Administrator
507-426-7255

City of Buffalo Lake
Jean Thielke
City Clerk/Treasurer
320-833-2272

City of Le Sueur
Greg Drent
Electric Director
507-593-8361

City of Sacred Heart
Brenda Johnson
City Clerk/Treasurer
320-765-2559

City of Chisago City
John Pechman
City Administrator
651-257-7364

City of Olivia
Dan Coughlin
City Administrator
320-523-2361

City of Eagle Bend
Kevin Hess
City Administrator
218-738-5982

City of Moose Lake
Jean Hedin
Assistant City Manager
218-485-4010

City of Crosby
Lisa Sova
City Clerk / Treasurer
320-290-9186

City of Fergus Falls
Len Taylor
Public Works Director
218-332-5418

City of Pine City
Maury Montbriand
Public Works Supervisor
320-629-6474

City of Forest Lake
Dave Adams
Public Works Superintendent
651-755-1207

City of Onamia
Gene Falconer
Maintenance Supervisor
320-532-5322

City of Jordan
Scott Haas
Public Works Director
952-492-2535

City of Montevideo
Byron Hayunga
Public Works
320-269-5419

City of Zimmerman
Randy Piasecki
City Administrator
763-856-4666

City of Buffalo
Cara Hesse
Chief Water Operator
763-682-6376

City of Hutchinson
John Paulson
Project/Environmental
320-234-5682

City of Glencoe
Gary Schreifels
Public Works
320-864-6954

City of Gaylord
Robert Kloeckl
Water/Wastewater Superintendent
507-317-4566

City of Silver Lake
Jon Jerabek
Clerk-Treasurer
320-327-2412

City of Sartell
Nate Keller
City Planner
320-258-7316

City of Wadena Light and Power
David Evans
Utility Superintendent
218-631-7712

City of Lake Elmo
Rob Weldon
Public Works Director
651-747-3941

Joint Powers Water Board
Ruth Klick
Project Associate
763-497-3611

City of Kenyon
Mark Vahlsing
City Administrator
507-789-6415

City of Appleton (*In Progress*)
Justin Koepf
Public Utilities Supervisor
320-289-1363

City of Paynesville
Ron Mergen
Public Works Director
320-243-3714

City of Dassel
Terri Boese
Clerk-Treasurer
320-275-2454

City of Aitkin
Dave Cluff
Utilities Manager
218-927-3222

City of Rushford
Roger Knutson
Public Works Director
507-864-2444

City of Lewiston
Curt Bentner
Public Works Director
507-523-2257

City of Hampton
Marlin Reinardy
Water Superintendent
651-260-4011

City of Clarissa
Pat Eckel
Maintenance
218-756-2125

City of Mound
Eric Hoversten
Director of Public Works
952-472-0609

City of Wabasha
Chad Springer
City Administrator
651-565-4658



May 21, 2020

Mr. Brian Rasmussen
City of Ada
15 4th Avenue E
Ada, MN 56510

Subject: Proposal for Completion of Wellhead Protection Plan – Part 2

Dear Mr. Rasmussen,

Summit Envirosolutions, Inc. (Summit) is pleased to submit this proposal to provide the services required to complete Part 2 of the City of Ada (City) WHP plan with acceptance by the Minnesota Department of Health (MDH).

Upon reviewing the MDH letter of February 28, 2020 “Scoping 2 Decision Notice and Meeting Summary – City of Ada – PWSID 1540001” Summit anticipates supplying the data elements, completing the required tasks and producing Part 2 of your WHP plan by mid-2020. Summit will work with City staff, governmental agencies and other interested stakeholders to produce a dynamic document that will fulfill the requirements set forth by the MDH, as well as provide a platform for the City to manage, protect and efficiently utilize Ada’s groundwater resources. Summit will work with City staff to develop Best Management Practices (BMPs) that will best protect your groundwater resource from adverse impacts.

Based on the RFP and the tasks completed to date, Summit is proposing the following scope of work to complete the requirements of Part 2:

1. Complete and include the required data elements as set forth in the MDH letter referenced above;
 - a. A map that indicates the vulnerability and includes the DWSMA, WHP Area, and Emergency Response Area

- b. An existing map of political boundaries
 - c. An existing map of public land surveys including township, range and section
 - d. The Potential Contaminant Source Inventory (PCSI) data in both table and map format as directed in the referenced Scoping letter.
 - i. Inventory wells greater than 100 feet in depth as well as undocumented wells of unknown depth.
 - ii. Excluding sealed wells
 - e. A land use/land cover map and table
 - f. An inventory of the Inner Wellhead Management Zone (IWMZ)
 - g. An existing comprehensive land-use map
 - h. An existing zoning map
2. Research historic land use and inventory historic and existing potential contaminant sources within the DWSMA and the IWMZ;
 3. Review and discuss the information acquired through this effort and the data elements from Part 1 of the City of Ada WHP. New information will be used to update and augment that currently in Part 1. These data will be used to develop the BMPs for the WHP plan.
 4. Summit will meet with City of Ada staff during informal meetings in person and via telephone while the project is active. Summit personnel will also participate in a public hearing.
 5. Summit will prepare the draft WHP Part 2 document in conjunction with all stakeholders to ensure acceptance by the MDH. Summit will prepare an updated Final Report after review by all parties and the MDH. Six (6) copies of the report will be provided.

Summit Personnel Summary

The following Summit personnel, will be assigned to complete the necessary tasks to complete Part 2 of the WHP:

<u>Personnel</u>	<u>Title</u>	<u>Office</u>	<u>Hourly Rate</u>
Bruce Johnson, PG	Principal	Minneapolis	\$ 160
Jeff Solheim	Sr. Geologist	Bemidji	\$ 130
Kyle Romens, PG	Geologist	Minneapolis	\$ 110
Greg Flaatten	GIS Specialist	River Falls	\$ 110

Detailed CV's for each are attached.

Cost Estimate

We propose to provide our services to complete and submit the scope of work outlined by the MDH for Part 2 of the WHP at a cost of \$ 7,998.40. A breakdown of costs is attached.

If this proposal meets your approval, please return a signed copy to our office. If you have questions regarding this proposal or the project in general, please contact me at (218) 766-1022. We look forward to continuing to work with you on this project.

Sincerely,

Summit Envirosolutions, Inc.



Jeff Solheim

Reviewed by: BLG

Acceptance:

By: _____

Title: _____

Date: _____



**TABLE I - COST ESTIMATE
WORK PLAN TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES**

CLIENT: City of Ada
PROJECT: City of Ada Part 2 WHP

ESTIMATED BY: Jeff Solheim
DATE: 5/15/2020

Task 1 - Complete required Data Elements

OBJECT ACCOUNT	RESOURCE	RATE	UNITS	MARK-UP	TOTAL
LABOR	Senior Geologist	\$130.00	12.00	1.00	\$1,560.00
	GIS Specialist	\$110.00	12.00	1.00	\$1,320.00
EXPENSES	Mileage	\$0.56	200.00	1.00	\$112.00

ITEM 1 TOTAL: \$2,992.00

Task 2 - Research hist. land use, inventory hist. and exist. poten. contaminants within DWSMA and TWMZ

OBJECT ACCOUNT	RESOURCE	RATE	UNITS	MARK-UP	TOTAL
LABOR	Geologist	\$110.00	6.00	1.00	\$660.00

ITEM 2 TOTAL: \$660.00

Task 3 - Review Part 1 and incorporate into Part 2 WHP

OBJECT ACCOUNT	RESOURCE	RATE	UNITS	MARK-UP	TOTAL
LABOR	Sr. Geologist	\$130.00	6.00	1.00	\$780.00

ITEM 3 TOTAL: \$780.00

Task 4 - City meetings and public hearing participation

OBJECT ACCOUNT	RESOURCE	RATE	UNITS	MARK-UP	TOTAL
LABOR	Sr. Geologist	\$130.00	9.00	1.00	\$1,170.00
EXPENSES	Mileage	\$0.56	440.00	1.00	\$246.40

ITEM 4 TOTAL: \$1,416.40

Task 5 - Prepare and submit DRAFT and FINAL Part 2 WHP documents

OBJECT ACCOUNT	RESOURCE	RATE	UNITS	MARK-UP	TOTAL
LABOR	Sr. Geologist	\$130.00	12.00	1.00	\$1,560.00
	GIS Specialist	\$110.00	4.00	1.00	\$440.00
EXPENSES	Report Copies	\$25.00	6.00	1.00	\$150.00

ITEM 5 TOTAL: \$2,150.00

SUMMARY OF ESTIMATED PROJECT COSTS

OBJECT	TOTAL
TASK	
Task 1 - Complete required Data Elements	\$2,992.00
Task 2 - Research hist. land use, inventory hist. and exist. poten. contaminants within DWSMA and	\$660.00
Task 3 - Review Part 1 and incorporate into Part 2 WHP	\$780.00
Task 4 - City meetings and public hearing participation	\$1,416.40
Task 5 - Prepare and submit DRAFT and FINAL Part 2 WHP documents	\$2,150.00

PROJECT TOTAL: \$7,998.40

BRUCE D. JOHNSON, PG, CPG
Principal Geologist



Mr. Johnson is a Principal Geologist with more than 33 years of experience performing geologic, hydrogeologic, and contaminant assessment studies. He has extensive experience in environmental remediation, compliance, and management obtained through various technical and management positions within the engineering/scientific consulting firms. He also serves as a Principal Geologist for soil and groundwater contamination assessments, brownfields redevelopment projects, remedial investigations, feasibility studies, hazardous waste assessments, aboveground and underground storage tanks, Environmental Assessment Worksheets, mine prospecting, siting and permitting and regulatory compliance assistance. Other responsibilities include developing company strategic plans, program and client management, project planning and management, and technical consultation and overview for development and legal review projects. Mr. Johnson has held the position of Secretary of the Summit Board of Directors for over 10 years and is the current Corporate Health and Safety Officer.

REPRESENTATIVE PROJECT EXPERIENCE
REPRESENTATIVE BROWNFIELD
REDEVELOPMENT EXPERIENCE

Brownfields Redevelopment of a Bike and Recreation Pathway Site; South St. Paul, Minnesota

Mr. Johnson served as senior project manager/senior geologist for the investigation and remediation of a 1.5-mile-long bike and recreation pathway along a railroad line in South St. Paul, Minnesota. The investigation was conducted using a Geoprobe and soil samples were screened in the field for organic vapors. The investigative activities did not indicate highly impacted soil or groundwater although fill material was denoted along the trail boundary. The fill was reported as possible foundry sand that was also found on the adjacent property to the south. A response action plan (RAP) was prepared and submitted to the Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Cleanup (VIC) Program for the removal and disposal of some of the fill material to occur at the time of development. During the construction activities, several areas of potential impacted soil were observed and disposal. Summit completed the RAP Implementation Report and received a No Further Action and No Association Determination Letters from the MPCA VIC program and the recreational trail has been constructed and is currently in use.

Brownfields Redevelopment of a Former Automobile Salvage Operation Site; Blaine, Minnesota

Mr. Johnson served as senior project manager/senior geologist for the investigation and remediation of a 20-acre former salvage operation site in Blaine, Minnesota. The initial investigation was completed after a large fire which consumed nearly the complete operation. The investigative activities did not indicate highly impacted soil or groundwater although fill material was denoted along the western property line. The fill was reported as concrete blocks, slabs, and curbs. A pre-development response action plan was prepared and submitted to the Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Cleanup (VIC) Program for the removal and disposal of the fill material prior to completion of a detailed development design. The initial excavation activi-

EDUCATION
B.A., Geology, University of Minnesota, 1985

REGISTRATIONS & CERTIFICATIONS
Professional Geologist, TN (1992), WI (1995), MN (1998), UT (2003)

Certified Groundwater Professional, IA (1998)

Certified Professional Geologist, American Institute of Professional Geologists (1994)

Minnesota Department of Health – Monitoring Well Contractor (2001)

40-Hour OSHA Hazardous Waste Safety Training (Annual 8-Hour Refreshers)

MSHA Training (Annual Refresher)

CPR and First Aid

PROFESSIONAL AFFILIATIONS
American Institute of Professional Geologists

PROFESSIONAL APPOINTMENTS
Minnesota State Board of AELSLAGID - Board member (2007-2014) - Chair of the Complaint Committee 2012 and 2013 - Executive Committee - Secretary 2014.

National Association of State Boards of Geology (ASBOG) - Subject Matter Expert / State Representative (2007-2014) - Member At Large Subject Matter Expert (2015 to Present).



BRUCE D. JOHNSON, PG, CPG

ties indicated the presence of solid waste other than concrete. Based on the results of the investigation and the screening of excavated soil, the focus of the cleanup was to separate the solid waste from the soil. This was completed in an effort to return the excavated soil from this process back to the excavation to restore the grade of the property and recycle the usable soil and reduce the overall disposal costs. During the remediation activities, several areas of potential impacted soil were observed, and disposal of the soil was being coordinated. Summit has prepared documents to negotiated site-specific clean-up concentrations with the MPCA. Summit has prepared an Excavated Soil Re-Use and Disposal Plan associated with the excavated soil and will prepare a full DRAP for the project that will include the development of the property as a city maintenance facility.

Brownfields Redevelopment of a Former Greenhouse Facility; Roseville, Minnesota

Mr. Johnson provided senior project manager for a multi-phase project that consisted of performing the investigation and completion of a development response action plan (DRAP) necessary to receive the required liability assurances and allow the redevelopment of the former greenhouse property as a complex that included a senior housing facility and green space. The former greenhouse was built in the 1950s and modified in several phases. The investigation performed at the site identified limited on-site petroleum and limited agricultural chemical and pesticide impacts to the underlying soil. A DRAP was developed based on the development plan and the investigation results. The areas containing impacts above the Minnesota Pollution Control Agency (MPCA) Soil Reference Values (SRVs) for Tier 1 Residential sites were addressed by: (1) comparing the layout for the buildings with the extent of impacts and making adjustments to excavation work as needed; (2) determining areas where limited impacted soil could be re-used on the property; (3) conducting the removal and off-site disposal of the impacted soil to a depth of approximately 10 feet below grade to eliminate direct-contact risk; and, (4) replacing the excavated soil with clean fill. The required liability assurance letters were granted by the MPCA and the property received a No Further Action letter.

Brownfields Redevelopment of a Petroleum and Hazardous Material Contaminated Site; St. Paul, Minnesota

Mr. Johnson provided senior project manager for a multi-phase project that consisted of performing the investigation and completion of a development response action plan (DRAP) necessary to receive the required liability assurances and allow the redevelopment of the former residential and commercial development area into a complex that included low-income housing and a branch library for Ramsey County. The site area included a residential and commercial area developed in the early 1900s. The investigation performed at the site identified limited on-site petroleum and lead impacts to the soil. A DRAP was developed based on the development plan and the investigation results. The areas containing impacts above the Minnesota Pollution Control Agency (MPCA) Soil Reference Values (SRVs) for Tier 2 Industrial sites were addressed by: (1) comparing the layout for the buildings with the extent of impacts and making adjustments to excavation work as needed; (2) conducting the removal and off-site disposal of the impacted soil to a depth of approximately 12 feet below grade to eliminate direct-contact risk; and, (3) removing and stabilizing lead impacted

Minnesota Department of Health Advisory Council on Wells and Boring, Monitoring Well Contractor Member (2017 to present)

PROFESSIONAL HONORS & AWARDS

Minnesota Section of the American Institute of Professional Geologists Certificate of Merit, January 1998

President of the Minnesota Section of the American Institute of Professional Geologists, 2000

American Institute of Professional Geologists Minnesota Section, Executive Committee Director (2001-2015)

Distinguished Service Award Minnesota Section of the American Institute of Professional Geologists, 2005

American Institute of Professional Geologists National Section Leadership Award, 2016



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soil for disposal. The required liability assurance letters were granted by the MPCA and a No Further Action letter was secured.

Brownfields Redevelopment of a Commercial Mall and Former Gasoline Station; Falcon Heights, Minnesota

Mr. Johnson served as a senior project manager for a multi-phase project that consisted of performing the investigation and completion of a development response action plan (DRAP) necessary to receive the required liability assurances and allow the redevelopment of the former shopping mall and restaurant property as a complex that included a senior housing facility, multi-family apartment building and townhome complex. The former shopping mall was a facility was built in the 1950s on the previous location of a regional airport that dated back to at least the 1920s. The investigation performed at the site identified that limited on-site petroleum impacts to the underlying soil. A DRAP was developed based on the development plan and the investigation results. The areas containing impacts above the Minnesota Pollution Control Agency (MPCA) Soil Reference Values (SRVs) for Tier 2 Industrial sites were addressed by: (1) comparing the layout for the buildings with the extent of impacts and making as many adjustments to excavation work as needed; (2) determining areas where limited impacted soil could be re-used on the property; (3) conducting the removal and off-site disposal of the impacted soil to a depth of approximately 10 feet below grade to eliminate direct-contact risk; and, (4) replacing the excavated soil with clean fill. The required liability assurance letters were granted by the MPCA and the property received a No Further Action letter.

Brownfields Redevelopment of a Petroleum Contaminated Site; West Saint Paul, Minnesota

Mr. Johnson served as senior project manager/senior geologist and a regulatory liaison for the commercial development at the location of a former service station in West Saint Paul, Minnesota. Mr. Johnson provided an opinion associated with the prior investigation activities at a former service station property and the potential impacts associated with the proposed development. Mr. Johnson completed additional site investigation to determine the magnitude and extent of the petroleum release and the potential impacts to the development. The investigation revealed that the impacts were limited vertically to a depth of 15 feet below grade and that the impacts had not appeared to have impacted groundwater. A development design change was discussed based on the results of the investigation and the building location was shifted slightly to reduce the volume of impacted soil required to be removed. Mr. Johnson subsequently calculated the volume of impacted soil and negotiated the removal criteria with the Minnesota Pollution Control Agency (MPCA) Petroleum Brownfield section. It was determined that the development would require the removal of the petroleum impacted soil to the negotiated clean-up levels. Based on the observations during excavation activities completed by Summit, the remediation was limited to the removal and disposal of approximately 850 tons of petroleum impacted soil. Confirmation sampling indicated that the excavation activities were complete and the MPCA was satisfied that the petroleum impacts were fully remediated. The MPCA provided a no further action letter.

Brownfields Redevelopment of a Petroleum Contaminated Site; Shoreview, Minnesota

Mr. Johnson served as senior project manager to review and provide an opinion associated with the prior investigation of a petroleum release at a former service station property, and the potential impacts associated with the proposed development. Additional site investigation was performed to determine the magnitude and extent of the petroleum release and the potential impacts to the development. The investigation revealed that the impacts were limited vertically to a depth of 25 feet below grade and that the impacts had not appeared to have impacted groundwater. Mr. Johnson subsequently calculated the volume of impacted soil and negotiated removal criteria with the Housing and Urban Development (HUD) agency which provided funding on the project. It was determined that the development would require the removal of the petroleum impacted soil. Summit completed "real-time on-site analysis of soil during the excavation activities and was able to expedite the excavation activities along with limit the extent of the excavation based on real data. The real-time on-site analytical testing completed by Summit limited the remediation to the removal and disposal of approximately 1,600 cubic yards of petroleum impacted soil. Confirmation sampling confirmed the accuracy of



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Summit's on-site analytical results were accurate. HUD and the MPCA were satisfied that the petroleum impacts were fully remediated and the MPCA provided a no further action letter.

REPRESENTATIVE DUE DILIGENCE EXPERIENCE

Due Diligence Phase I Environmental Site Assessment of Multiple Properties Associated with a Property Transaction in Minnesota and Wisconsin

Mr. Johnson completed a Phase I Environmental Site Assessment (ESA) of four separate bank properties in Minnesota and Wisconsin. The Phase I ESA was completed that identified several potential recognized environmental concerns (RECs) associated with former on-site and surrounding property use. Summit did not identify, and RECs associated with the properties or the surrounding property use.

Due Diligence Phase I and II Environmental Site Assessments of Multiple Properties Associated with a Proposed Sand Mine; Chetek, Wisconsin

Mr. Johnson completed a Phase I and II Environmental Site Assessments (ESA) of eight properties associated with a proposed sand mine expansion. The Phase I ESAs were completed that identified several potential recognized environmental concerns (RECs) associated with several farm dump locations along with several above-grade petroleum storage tank areas. Summit assessed the solid waste associated with the farm dumps along with the loading areas of the ASTs. Mr. Johnson has recommended the screening, removal and disposal of the solid waste along with the tanks.

Due Diligence Phase I Environmental Site Assessment of Multiple Properties Associated with a Proposed Sand Mine; Hixton, Wisconsin

Mr. Johnson completed a Phase I Environmental Site Assessment (ESA) of a 1,200-acre area for a proposed sand mine, processing plant and transload facility. The Phase I ESA was completed that identified several potential recognized environmental concerns (RECs) associated with several farm dump locations along with several 55-gallon containers of unknown liquid and several above-grade and underground petroleum storage tanks. Summit proposed the removal of the solid waste associated with the farm dumps with a removal sampling regime along with the removal and disposal of the tanks and drums with a removal sampling regime.

Due Diligence Phase I and II Environmental Site Assessment Commercial Property Site; Sauk Rapids, Minnesota

Mr. Johnson completed a Phase I and II Environmental Site Assessment (ESA) for the Sauk Rapids Housing and Redevelopment Authority (HRA) of a commercial property with a former drycleaner operation located in downtown Sauk Rapids, Minnesota. The Phase I ESA results identified a recognized environmental concerns (RECS) associated with a former drycleaner located at the property. Based on the results of the Phase I ESA, a Phase II ESA was recommended. The Phase II ESA soil and water samples are currently being processed.

Due Diligence Phase I and II Environmental Site Assessment and Response Action Plan Commercial Property Site; New Hope, Minnesota

Mr. Johnson completed a Phase I and II Environmental Site Assessment (ESA) along with preparing a Response Action Plan (RAP) associated with a development of a former drycleaner property located in New Hope, Minnesota. The Phase I ESA results identified a recognized environmental concerns (RECS) associated with a former drycleaner located at the property. Based on the results of the Phase I ESA, a Phase II ESA was recommended. The Phase II ESA indicated the presence of volatile organic compounds (VOCs) impacts associated with drycleaner chemicals. Using the results of the Phase II ESA, a RAP was developed and submitted to the MPCA voluntary Investigation and Cleanup (VIC) section. The Phase I and II ESA and the RAP were reviewed as part of the package submitted the MPCA and was approved for implementation. The



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RAP was implemented and the system stands ready to start operation subsequent MPCA approval of the ongoing monitoring schedule.

Due Diligence Phase I and II Environmental Site Assessment Commercial Property Site; Plymouth, Minnesota

Mr. Johnson completed a Phase I and II Environmental Site Assessment (ESA) at a gasoline service station located in Plymouth, Minnesota. The Phase I ESA results identified a recognized environmental concerns (RECS) associated with storage of petroleum products in underground storage tanks (USTs) and previous documented spills. Based on the results of the Phase I ESA, a Phase II ESA was recommended. The Phase II ESA was completed in an expedited timeframe to meet a lending institution closing date. The Phase II ESA indicated the presence of petroleum hydrocarbon impacts at the site and recommended that a copy of the Phase II ESA report be submitted to the MPCA recommending no further action. The report was reviewed as part of the package submitted the MPCA and the leak site received closure status.

Due Diligence Phase I and II Environmental Site Assessment Former Rail Yard; Duluth, Minnesota

Mr. Johnson completed a Phase I and II Environmental Site Assessment (ESA) at a 25-acre former rail yard in Duluth, Minnesota. The rail yard had been active from the late 1800's until the 1970's and included buildings associated with the repair, painting, fueling and general maintenance of railcars and engines. Summit's initial involvement was to prepare a geographical environmental database of the former analytical and groundwater data collected at the site for the developer. Using historic maps and aerial photographs as a base map, Summit identified the sampling locations and evaluated the analytical data collected at each location. The data was evaluated for exceedances of Minnesota Pollution Control Agency (MPCA) regulatory limits for industrial sites. Summit prepared several maps that identified the potential extent and type of impacts, and compared those maps with the planned development for the entire site. This allowed an evaluation of the potential impacts and provided an environmental evaluation tool for the developer.

A Phase I ESA was then completed that identified several potential recognized environmental concerns (RECS) associated with storage of petroleum products in aboveground storage tanks (ASTs) and former uses of site buildings along with the documented results of the previous environmental investigations. Subsequent to the completion of the Phase I ESA the site was divided into three separate parcels with a time-graduated purchase agreement established between the owner and the developer. Based on the time schedule a Phase II ESA and DRAP have been completed for the initial parcel and the development has been completed. The initial parcel development was based on the use of taconite fill material; however, metal impacts in excess of the MPCA anticipated common ranges for fill soil were identified in the material. Although the concentration of the metals were not in excess of the MPCA soil reference values established for the metal, the MPCA was not initially willing to include the metal in the No Association Determination letter. Summit negotiated a full No Association Determination letter with the MPCA Voluntary Investigation and Cleanup (VIC) personnel and saved the costs associated with the removal of the fill material already in-place at the site. The MPCA VIC personnel agreed that limiting the taconite fill material to the building sub-grade would reduce the potential risks of impacts to human health and welfare. The remaining balance of fill material was supplied by the re-use of soil excavated during the installation of the stormwater pond. The remaining portion of the property is currently being remediated by the railroad company. The data being collected by others will be incorporated in the environmental database and this tool will allow the developer and the regulators to visually evaluate the cleanup and the impacts to the proposed development and alter the development to maximize the development based on the environmental impacts.

Due Diligence Phase I Environmental Site Assessment and Hazardous Material Assessment Former Industrial Building Site; Saint Paul, Minnesota

Mr. Johnson completed a Phase I Environmental Site Assessment (ESA) at a five-story former industrial knitting building in Saint Paul, Minnesota. The Phase I ESA was completed that identified several potential recognized environmental concerns (RECs) associated with several large sumps containing an unknown liq-



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uid, several 55- and 20-gallon drums of unknown liquid, and asbestos and lead paint issues associated with the building. Summit determined that the liquid in the sumps may have been associated with the yarn dyeing operation; however, the analytical results indicated several volatile organic compounds (VOCs) and Summit arranged for disposal. Summit also arranged the disposal of the drums located throughout the building. Summit arranged the disposal of the asbestos containing material and prepared a lead based paint remedial monitoring plan to be implemented by the developer subsequent to the removal and stabilization of the exterior lead based paint.

REPRESENTATIVE LEGAL SERVICE EXPERIENCE

Legal Support Commercial Property; Moorhead, Minnesota

Mr. Johnson served as Principal Geologist of the review of previous and recent petroleum data and preparation of a professional opinion and expert testimony as part of a suit associated with petroleum impact to the subject property from an off-site leaking underground storage tank (LUST) issue. Mr. Johnson review previous consultant reports for four adjacent LUST sites and pertinent surrounding site records at the Minnesota Pollution Control Agency and provided his review and opinions in an Environmental Summary report and representation in court.

Legal Support Former Office Park Property; Moorhead, Minnesota

Mr. Johnson served as Principal Geologist of the review of existing environmental data and preparation of a successful professional opinion of the environmental activities performed as part of a high profile Quick-Take Eminent Domain case. Mr. Johnson review over 3,000 pages of court documents, consultant reports, and pertinent surrounding site records at the Minnesota Pollution Control Agency and provided his review and opinions in a Site Review Report. The report was part of the successful defense of the property owner and resulted in a large savings associated with the property value.

Legal Support Mining Property; Beltrami County, Minnesota

Mr. Johnson served as Principal Geologist of the review of deed language and other expert reports and prepared a technical memorandum in response to a dispute associated with mineral rights. Mr. Johnson outlining a successful professional opinion associated with previous site documentation and provided an opinion on the geologic language included in the deed and the potential geologic understanding of the deed author.

Legal Support Petroleum Impacted Property; LaPorte, Minnesota

Mr. Johnson served as Principal Geologist of the review of existing documentation of a large petroleum spill associated with a pipeline. He provided a scope of work for assessing the remaining petroleum spill on the private property and a potential course of action for the request to the MPCA to re-open the petroleum release.

REPRESENTATIVE WATER RESOURCE EXPERIENCE

Groundwater Pump Test and Water Appropriation; Dundas, Minnesota

Mr. Johnson conducted the installation of pressure transducers and monitored and evaluated the data collected during a 14-day pump test. The 12-inch production well was pumped at a rate of 1,247 gallons per minute (gpm) for 7-days and allowed to recover for 7-days. The groundwater elevation data was continuously monitored in the production well and five on-site monitoring wells (completed in the bedrock and local quaternary deposits) along with seventeen domestic wells.

Dataloggers were downloaded daily during the test. The data were imported into Summit's Geographic Environmental Management System (GEMS), which is a data platform developed to enable an efficient method to reduce aquifer test data. Import routines for In-Situ and Campbell Scientific electronic files are available in GEMS to populate a Microsoft® Access® database. The database is then linked to ESRI ArcGIS® products



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for spatial analysis and visualization. Graphs and potentiometric surface contour maps were generated throughout the aquifer test to visualize the development of the cone-of-depression in the field.

Based on analysis of the aquifer test, we concluded that there appeared to be an adequate groundwater supply for the proposed ethanol plant. The aquifer testing data indicate that the source aquifer was capable of provide the requested rate and volume for the life span of the project. Based on the aquifer test results, it was also determined that the confined nature of the source aquifer, the depth of the aquifer, and the presence of clay layers above the aquifer, that no adverse impacts to nearby surface water features, including wetlands were anticipated as a result of the pumping at this site. Well interference with domestic wells was determined to be minimal based on the aquifer test data collected at the surrounding domestic wells.

REPRESENTATIVE MINING EXPERIENCE

Sand Mine Resource Assessment; August, Wisconsin

Mr. Johnson completed the field assessment of an 80-acre parcel for the purposes of mining sand for proppant near Augusta, Wisconsin. Mr. Johnson observed the drilling of four test boring through a sand deposit and provided the field observation and sand sample collection to provide a preliminary review of the sand resources. The sand samples were evaluated for proppant properties and reported to the client.

Registration of Deposits; Numerous Properties, Wisconsin

Mr. Johnson completed a thorough review of the available drilling and laboratory data of numerous properties associated with the potential for proppant mining and provided the necessary permit applications to register the Non-Metallic Mineral Deposit.

PRESENTATIONS/PUBLICATIONS

"Professional Ethics," Presentation to the American Institute of Professional Geologist, Roseville, Minnesota.

"Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design Legislative Updates and Board Activities," Presentation to the American Institute of Professional Geologist, Roseville, Minnesota.

"Alternative Remediation Methods: Phytoremediation or Vegetative Remediation of Agricultural Chemicals," Presentation to Cenex Harvest States District Managers Association, Black River Falls, Wisconsin.

"Wellhead Protection and Aquifer Resource Management," Numerous seminars and state well drilling conventions.

"Landspreading of Petroleum Contaminated Soil," Presentation to Planning Commission, Town of Columbus, Minnesota.

"Soil Identification and Drilling Techniques," Twin City Testing Training Presentation.



JEFF SOLHEIM
Senior Scientist / Geologist

Mr. Solheim is a senior geologist with over 30 years of geologic, environmental, and hydrogeologic experience in professional consulting, project management, petroleum equipment installation and operations management. His experience includes work throughout the U.S. on environmental, water resources, mining, geothermal, oil and gas and mineral resources projects. His work experience includes geothermal power plant projects, municipal supply systems, prospecting activities, oil reservoir and pay zone characterization, aquifer characterization, water resource management, environmental site and remediation management.

Prior to joining the Summit Envirosolutions team, Mr. Solheim was the United States Operations Director for an international wellsite geology company managing 50+ geologists located in ND, TX, NM and CA. Mr. Solheim also owned and operated a petroleum equipment company responsible for the certified installation and removal of underground storage tanks and their associated distribution systems.

GEOLOGIC/MANAGEMENT EXPERIENCE

Environmental/Hydrogeologic Project Management

Managed environmental projects for corporate and non-corporate sites in MN, WI and ND. Directed and provided analysis of field geologic descriptions and remedial investigation documentation. Collected all appropriate samples per field sampling requirements. Prepared geologic descriptions, site mapping and remedial investigation documentation. Prepared all necessary regulatory reporting requirements. Major clients: Eveleth Mines and US Steel, Iron Range, NE Minnesota.

Oil & Gas

Provided advanced on-site geologic description and interpretation of sedimentary rock formations on 100+ vertical and horizontal oil wells in ND, TX and CA. Advised, aided and provided client Operations Geologist with real-time formation evaluation. Communicated geologic data with well site personnel both digitally and verbally with clients such as Occidental Petroleum, Apache Petroleum, Enduro Resources and more. Developed and initialized geo-steering service for our surface data logging company. Provided geo-steering analysis on oil wells in the Williston Basin (ND), Permian Basin (TX), the Eagle Ford Formation (TX), and the Monterey Shale (CA). Trained and evaluated all new geo-steering engineers within company.

Mining

Directed proppant mine exploration and delineation field activities at several locations in TX and OK. Provided geologic description and subsurface interpretation of drilling core samples. Worked as part of a team at remote locations with Rotasonic and HSA drill crews.

Education

B.S. Geological Engineering
University of North Dakota,
Grand Forks, North Dakota

Registrations/Certifications

Mining Safety and Health
Administration (MSHA)

40-Hour OSHA Hazardous
Waste Operations and Emer-
gency Response Training

Professional Affiliations

AWWA - American Water
Works Association
MRWA - Minnesota Rural
Water Association



JEFF SOLHEIM

Geothermal

Provided well-site geology and enhanced data recovery for geothermal production and exploration projects in NV and CA. Described igneous intrusive/extrusive, metamorphic and accessory minerals from drill cuttings and core samples. Trained and evaluated new geologists to become logging geologists. Worked in remote locations for extended periods of time. Responsible for rig site hazardous materials and gas monitoring.





Kyle W. Romens

Geologist

Mr. Romens is a Geologist with more than 5 years of experience performing project management, field work, data collection, and data analysis associated with environmental, geologic, and hydrogeologic assessments. He has extensive experience in the environmental due diligence and remediation efforts. He has broad skillset in using geographic information systems (GIS) for visualization, environmental database management and data analysis in environmental and geologic investigations. He also has vast experience in groundwater measurement collection and instrumentation (transducers), construction and implementation of real-time instrumentation, and field coordination of large-scale groundwater sampling. Mr. Romens is responsible for the development, maintenance, analysis environmental databases and development of site specific maps for large scale mine sites and long-term groundwater monitoring projects throughout the county.

REPRESENTATIVE PROJECT EXPERIENCE

REPRESENTATIVE ENVIROMENTAL INVESTIGATION AND REMEDIATION

Site Investigation and Monitoring, RCRA Contaminated Site, Atlanta, Georgia.

Mr. Romens has managed the geology and hydrogeology portion for Summit in a partnership investigation and management of a petroleum and chlorinated volatile organic compounds (VOCs) site in Atlanta, Georgia. Field sample collection was performed by a partnering firm and Mr. Romens processed and analyzed the groundwater elevation and analytical data to prepare Remedial Investigation and Annual Reports for multiple regulatory agencies. The data is processed using environmental database management techniques, as well as GIS renderings. Mr. Romens has developed multiple investigational studies to address groundwater flow patterns, chlorinated VOC concentrations migration, and free product estimations.

Site Investigation and Monitoring of a Superfund Contaminated Site, Saint Louis Park, Minnesota

Mr. Romens has worked as a geologist in coordinating and collecting quarterly groundwater samples and evaluating the collected groundwater data for a Superfund Site in Saint Louis Park, Minnesota. The release of Polynuclear Aromatic Hydrocarbons (PAHs) associated with coal tar from the Reilly Tar and Chemical Company caused the contamination of multiple aquifers in Saint Louis Park, Minnesota. The documented contamination was identified as a spectrum of PAHs, some of which compounds are carcinogenic, that has impacted the drinking water supply for the City of Saint Louis Park, Minnesota. To ensure containment of the contaminated groundwater, monitoring wells, gradient control wells, municipal wells, and private wells are sampled each year. Mr. Romens regularly coordinates these sampling events, and works in

Education

B.S. Geology and
Environmental Studies
University of
Wisconsin-Madison.
Madison, Wisconsin

Registrations/Certifications

Mining Safety and Health Administration (MSHA) Training

40-Hour OSHA Hazardous
Waste Safety Training

Professional Affiliations

American Institute of
Professional Geologists

Awards

Paul Family Undergraduate
Scholarship for Outstanding
Achievement in Geology.



Kyle W. Romens

the field to collect representative groundwater samples by implementing the use of low-flow groundwater sample collection techniques at monitoring wells. Mr. Romens worked to develop annual reports to document the progress to the involved agencies.

Site Investigation of a Contaminated Former Manufactured Gas Plant Site, Superior, Wisconsin

Mr. Romens worked as a geologist on a remedial site investigation at a former manufactured gas plant in northern Wisconsin. As part of his field responsibilities, Mr. Romens provided oversight of drilling activities using Geoprobe and Rotasonic technologies both on- and off-shore. Soil, sediment and groundwater samples were collected for analysis of PAHs and VOCs. Mr. Romens observed the installation and development of numerous monitoring wells on the Former Manufactured Gas Plant property. Mr. Romens worked to develop a remediation report that summarized the field activities and analysis of the remediation.

REPRESENTATIVE ENVIRONMENTAL CONSTRUCTION OVERSIGHT EXPERIENCE

Roadway Construction within the Superfund Contaminated Site Area, Saint Louis Park, Minnesota

Mr. Romens conducted the environmental oversight for park and street improvements on the Reilly Superfund site in St. Louis Park, Minnesota. Reilly Tar and Chemical caused surface and near surface releases of PAHs in the area surrounding the plant in Saint Louis Park, Minnesota. The contamination resulted in concentrations of a spectrum of Polynuclear Aromatic Hydrocarbons (PAHs) to the surrounding soil, many of the compounds are listed as carcinogenic. To ensure the public was not exposed to elevated levels of PAHs, Mr. Romens observed the construction when soil was exposed or transported from the road construction activities. Mr. Romens used a photoionization detector and a dust monitor to observe ambient air conditions at the construction zone. Once construction was completed, Mr. Romens prepared an implementation report documenting field and analytical results for the regulatory agencies.

REPRESENTATIVE DUE DILIGENCE EXPERIENCE

Due Diligence Phase I and II Environmental Site Assessments of Multiple Properties Associated with Proposed Sand Mine; Chetek, Wisconsin

Mr. Romens completed a Phase I and II Environmental Site Assessments (ESA) of eight properties associated with a proposed sand mine expansion. The Phase I ESA's were completed and identified several potential recognized environmental concerns (RECs) associated with several farm dump locations along with several above-grade petroleum storage tank areas. Summit assessed the solid waste associated with the farm dumps along with the loading areas of the ASTs.



Kyle W. Romens

Mr. Romens conducted the remedial actions that included the screening, removal and disposal of the solid waste.

Due Diligence Limited Site Investigation Environmental Site Assessment Commercial Property Site; Burnsville, Minnesota

Mr. Romens completed a Phase I ESA of a commercial property that was a former service station. The Phase I ESA results identified a recognized environmental concern (RECS) associated with a former underground storage tanks (USTs)/dispenser island and the oil/water separator sump. Based on the results of the Phase I ESA, a Limited Phase II ESA was conducted by Mr. Romens that included the cleaning and inspection of the former sump and the advancement of test boring and collected of soil and groundwater samples for laboratory analysis in the vicinity of the former UST and pump island area. The results were reported to the Minnesota Pollution Control Agency (MPCA) and the site received closure status.

Due Diligence Phase I Environmental Site Assessment Tax Forfeiture Commercial Property Site; Minneapolis, Minnesota

Mr. Romens completed a Phase I Environmental Site Assessment (ESA) at a tax forfeiture commercial property located in Minneapolis, Minnesota. The Phase I ESA results identified a recognized environmental concern (RECs) associated with storage of petroleum products. Based on the results of the Phase I ESA, a Limited Phase II ESA was recommended to identify any releases associated with the petroleum storage. The property was apparently sold as is with the Phase I ESA report.

Due Diligence Phase I Environmental Site Assessment Commercial Property; Apple Valley, Minnesota

Mr. Romens completed a Phase I Environmental Site Assessment (ESA) at a daycare property located in Apple Valley, Minnesota. The Phase I ESA results did not identify any recognized environmental concerns (RECs) on the subject property.

Due Diligence Phase I Environmental Site Assessment at Two Commercial Properties Sites; New Prague, Minnesota

Mr. Romens completed a Phase I Site Assessment (ESA) at two separate commercial properties located in New Prague, Minnesota. The Phase I ESA results identified an h recognized environmental concern (RECs) associated with aboveground storage tanks (ASTs) for petroleum products, abandoned hydraulic lifts, and potential sources of VOC associated with painting and parts cleaners. Based on the results of the Phase I ESA, a Limited Phase II ESA was conducted at both properties by Mr. Romens that included the advancement of test boring and collected of soil and groundwater samples for laboratory analysis. The results were reported to the Minnesota Pollution Control Agency (MPCA) and the site received closure status.



Kyle W. Romens

Due Diligence Phase I Site Assessment Ethanol Plants; Aberdeen and Huron, South Dakota

Mr. Romens completed Phase I Environmental Site Assessments (ESAs) at two separate ethanol plants located in Aberdeen and Huron, South Dakota. The Phase I ESA results identified a recognized environmental concerns (RECs) associated with storage and transit of petroleum products in aboveground storage tanks (ASTs), ethanol storage and previous documented spills. Based on the results of the Phase I ESA, a Limited Phase II ESA was recommended. The Phase I ESA was completed in an expedited timeframe to meet a lending institution closing date. The RECs were not pursued by the ethanol company or the lending institution.

REPRESENTATIVE MINING EXPERIENCE

Frac Sand Mining; Numerous Sites, Wisconsin and Minnesota

Mr. Romens provided field assessments and project management services for multiple frac sand mining operations where he collected and reviewed environmental, geological, and hydrogeological data. Mr. Romens has coordinated and provided services to collect groundwater samples both at on-site monitoring wells and off-site domestic wells associated with Mine Permit conditions. Mr. Romens has observed multiple core sand samples from test borings advanced using various drilling methods (Geoprobe, conventional drilling and Rotasonic) advanced into several sandstone formations as well as alluvial deposits, and collected representative samples from each formation for submittal to laboratories for material testing. He has used information from observations made while drilling, laboratory results, and his understanding of geologic processes to characterize and quantify the sand resource on many of these sites. Mr. Romens has also observed and directed the installation and development of on-site production and monitoring wells associated with the development of industrial sand operations.

REPRESENTATIVE TELEMETRY EXPERIENCE

Groundwater Transducer and Flow Meter Installation and Management.

Mr. Romens has installed a multitude of sensors used for recording groundwater elevation, water flow rates, chemistry, and weather conditions at various sites across the country. These devices have been used to collect and transmit data at mining sites, agriculture, industry, and municipalities. Mr. Romens developed, installed, and managed these devices to suit the client's needs.



Greg A Flaatten GIS Specialist

Mr. Flaatten is a Geographic Information Systems (GIS) Specialist with 2.5 years of professional experience performing data visualization (2-D and 3-D), data collection, data management, real time data streaming, and data analysis for environmental, geologic/hydrogeologic, and architectural projects. He has extensive knowledge of the ArcGIS platform and its many applications. He uses this knowledge to utilize and implement GIS products to produce high quality figures, maps, and models to aid geologists/hydrogeologists and architectural historians in their various projects including but not limited to; Storm Water Pollution Prevention Plans (SWPPP), NR-135 Non-Metallic Mining Reclamation, Phase 1 Environmental Site Assessments (ESA), Wellhead Protection Plans, and Environmental Impact Worksheets (ESW). Other responsibilities include maintaining and improving all hosted GIS servers, improving GIS strategies, maintaining data quality, and administrating our ArcGIS enterprise platform.

Mr. Flaatten also assists with field work. Field work experience includes vapor testing, groundwater level measuring, telemetry installation/maintenance and large-scale water sampling.

REPRESENTATIVE GEOGRAPHIC INFORMATION SYSTEMS (GIS) EXPERIENCE

Advanced Prospecting GIS Construction; Continental United States.

Mr. Flaatten assembled an advanced Geographic Information System to find ideal silica sand mine locations across the entire United States. Mr. Flaatten compiled and collected extremely large amounts of environmental, geologic, utility, government, and social geospatial information. In conjunction with the GIS, Mr. Flaatten built a query tool give parcels attribute ranks and allow geologist to investigate higher scoring targets, which increases field exploration efficiency.

NR-135 Non Metallic Mining Permitting; Various locations, Wisconsin.

Mr. Flaatten completed figures for the permitting of a variety of silica sand mines in Wisconsin. Figures included soils maps, geologic maps, reclamation plans, wetland and wetland delineation maps, parcel maps, test borings, mine layouts, topography maps, groundwater contour maps, site location maps, and geologic cross-sections. Mr. Flaatten has also created 3-D scenes to model post reclamation sites to aid public perception.

Storm Water Pollution Prevention Plans (SWPPP); Various locations, Wisconsin.

Mr. Flaatten completed SWPPP figures including, site plans, drainage areas and flow patterns, best management practices, and grading plans.

Education

B.S. Geography
Minor: GIS/ Cartography
Minor: Geology
University of
Wisconsin-River Falls.
River Falls, Wisconsin

Registrations/Certifications

8-Hour OSHA Hazardous
Waste Safety Training



Greg A. Flaatten

Silica Sand Resource and Overburden Volume Estimating; Various locations, WI, MN, TX, WY.

Mr. Flaatten uses boring logs and digital elevation models to create an interpolation of a silica sand formations. From these interpolations Mr. Flaatten calculates raw resource volumes and tonnage. Overburden volumes are also calculated and can be used to determine economic feasibility and the volume of material that will be available for reclamation purposes. Mr. Flaatten also creates 3-D models of geologic formations/layers as well as cross-sections.

Site Investigation and Monitoring, RCRA Contaminated Site; Atlanta, Georgia.

Mr. Flaatten has assisted in the completion of maps/figures of the geology, hydrogeology, and contaminant portions for Summit in a partnership investigation and management of a petroleum and chlorinated volatile organic compounds (VOCs) site in Atlanta, Georgia.

Environmental Impact Worksheet (ESW); Melrose, Minnesota.

Mr. Flaatten created figures for an ESW relating to a church that had significant fire damage due to arson. Figures included, site location map, site layout map, site plan and surroundings - pre-plan, site plan and surroundings - post plan. Mr. Flaatten had to digitize both the pre and post plan figures from sketches.

Due Diligence Phase I Environmental Site Assessments of Multiple Properties; Wisconsin and Minnesota.

Mr. Flaatten has completed site maps and parcel maps for a multitude of different Phase I Environmental Site Assessments (ESA). The Phase I ESA maps are used to for field reference and part of the project report. Mr. Flaatten has also assisted with Phase I reports including completing site descriptions, georeferencing property boundaries on historical aerial photos, to assist with historical site descriptions, and using the ESA database to see potential hazards.

REPRESENTATIVE FIELD EXPERIENCE

Water Sampling of a Superfund Contaminated Site, Saint Louis Park, Minnesota.

Mr. Flaatten has assisted in the collection of quarterly groundwater samples for a Superfund Site in Saint Louis Park, Minnesota. The release of Polynuclear Aromatic Hydrocarbons (PAHs) associated with coal tar from the Reilly Tar and Chemical Company caused the contamination of multiple aquifers in Saint Louis Park, Minnesota. The documented contamination was identified as a spectrum of PAHs, some of which compounds are carcinogenic, that has impacted the drinking water supply for the City of Saint Louis Park, Minnesota. To ensure containment of the contaminated groundwater, monitoring wells, gradient control wells, municipal wells, and private wells are sampled each year. Mr. Flaatten created a GIS worksheet that allows field data to entered digitally.



Greg A. Flaatten

Groundwater Transducer Installation; River Falls, WI.

Mr. Flaatten installed three sensors and telemetry devices, at a local university, used for recording groundwater elevation. These devices collect and transmit groundwater elevation data and allow real-time groundwater monitoring and mapping.

Vapor Testing; Roseville, MN.

Mr. Flaatten helped complete vapor testing at a large commercial building in Roseville, MN. Mr. Flaatten drilled sample holes, installed measuring devices, and recorded measurements of vapors.

KELLY'S CHRYSLER CENTER, Inc.

PO Box 8 • Highway 200 West • Ada, MN 56510-0008 • Phone 218-784-2002 • 1-800-626-4838
kellys@loretel.net • www.kellyschryslercenter.com

February 4, 2020

Ada Police Department

410 W Main St

Ada, MN 56510

Dear Jody,

Here is the quote for a 2020 Dodge Durango Pursuit V8. This quote is for a special order.

\$39790.00 MSRP

\$8433.00 Less Dealer/Factory Discounts

\$31357.00 Quote Amount (Excludes: Upfit, Tax, Title, and Registration)

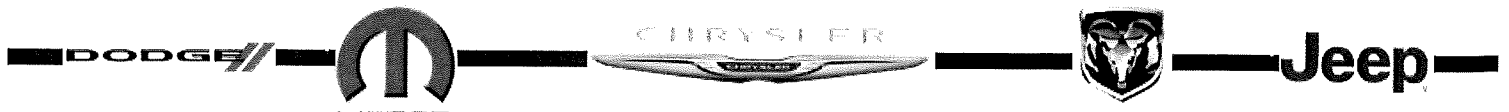
I can make changes to color and options if needed.

Thanks.



Chad Odden

Kelly's Chrysler Center, Inc.



KELLY'S CHRY CENTER INC
 PO BOX 8/405 W THORPE AVE
 ADA, MN 565100008

Configuration Preview

Date Printed: 2020-02-04 4:02 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 001YZ City of Ada, Minnesota
 FAN 2:
 Client Code:
 Bid Number: TB0072
 PO Number:

Sold to:
 KELLY'S CHRY CENTER INC (42430)
 PO BOX 8/405 W THORPE AVE
 ADA, MN 565100008

Ship to:
 KELLY'S CHRY CENTER INC (42430)
 PO BOX 8/405 W THORPE AVE
 ADA, MN 565100008

Vehicle: 2020 DURANGO PURSUIT AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT AWD	34,870
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*H7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	ADL	Skid Plate Group	295
	NHK	Engine Block Heater	95
	LM1	Daytime Running Headlamps Low Beam	40
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB0072	Government Incentives	0
Discounts:	NAS	50 State Emissions	0
	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,495
Total Price:			39,790 .

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Salesperson:
 Customer Name:
 Customer Address: USA
 PSP Month/Week:
 Build Priority: 99

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

CITY OF ADA *Alive and Thriving!*

P.O. Box 32
Ada, Minnesota 56510

Phone (218) 784-5520
FAX (218) 784-2711



OFF PREMISES LIQUOR PERMIT- (Applicant must have current liquor license)

Establishment Name Main Street Bar

Establishment Address 415 MAIN ST Ada

Applicant Name Amber Khoshus

Dates of Permit 6/1/20 to _____

Describe Event _____

Describe Area Where Liquor Will be Consumed South side of building

Phone 218-474-1033 Business Phone _____ Email Mainstreetbar1@hotmail.com

State of Minnesota Buyers Card Number 72727

I hereby submit application for an Ada liquor license and attest that all reported information is true and accurate. I am 21 years of age or older and am making this application pursuant and subject to all the law of the State of Minnesota and the Ada City Code of Ordinances. I received a copy of the City of Ada Code Chapter 6 (Alcoholic Beverages) and will familiarize myself with the provisions continued within them.

I understand the date furnished consists of private ate and authorizing the City of Ada to utilize this information to perform a background investigation in determining my eligibility for a liquor license, I understand that any false disclosures on this application are subject to denial of this license.

Applicant Signature Amber Khoshus

Date 5-26-20

Approval

By City Mayor _____ City Clerk _____

Date _____

CITY OF ADA

- City application form**
- Certificate of Insurance Liability – proof of insurance must be supplied to the city and the city must be listed as an additional insured on the certificate**
- Proof of authorized use of property**
- Restroom in sufficient numbers to provide facilities for people**
- Provide a clean-up crew (if using a public property)**
- Fee for services provided by the Street Department is paid, if services are used**
- Fee for services provided by the Police Department is paid, if services are used**
- Security plan including a description of area where alcohol is to be served; procedures to prevent sales or consumption of alcoholic beverages by under-aged persons; location of security personnel. This plan needs to be given to the police department**
- Area to be closely monitored to prohibit the transfer of alcohol outside of the fenced area**



John Elway Chevrolet

Mark McMunn - Fleet Director | 720.284.5255 | mmcmunn@elwaydealers.net

Vehicle: [Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial (Complete)

Quote Worksheet

	MSRP
Base Price	\$49,800.00
Dest Charge	\$1,295.00
Total Options	(\$2,541.00)
Subtotal	\$48,554.00
Subtotal Pre-Tax Adjustments	
	\$0.00
Less Customer Discount	(\$10,088.00)
Subtotal Discount	(\$10,088.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
Taxable Price	
	\$38,466.00
Sales Tax	\$0.00
Subtotal Taxes	
	\$0.00
Subtotal Post-Tax Adjustments	
	\$0.00
Total Sales Price	
	\$38,466.00

Comments:

CDOT AWARD 311001595
ARAPAHOE COUNTY AWARD 15-60
STATE OF COLORADO AWARD 113483

Dealer Signature / Date

Customer Signature / Date

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Data Version: 9352. Data Updated: Sep 27, 2019 10:03:00 PM PDT.



John Elway Chevrolet

Mark McMunn - Fleet Director | 720.284.5255 | mmcmunn@elwaydealers.net

Vehicle: [Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial MSRP:\$49,800.00

Interior:Jet Black, Premium Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing

Transmission, 6-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK15706	[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial	\$49,800.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5HP	Key, 6 additional keys	\$41.00
5T5	Seats, 2nd and 3rd row vinyl with front cloth seats	\$0.00
6C7	Lighting, red and white front auxiliary dome	\$170.00
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$41.00
6J7	Flasher system, headlamp and taillamp, DRL compatible	\$495.00
9C1	Identifier for PPV	(\$3,700.00)
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete	\$50.00
9U3	Seats, Driver and passenger front individual seats in cloth trim	\$0.00
AMF	Remote Keyless Entry Package	\$75.00
ATD	Seat delete, third row passenger	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.
FE9	Emissions, Federal requirements	\$0.00
GBA	Black	\$0.00
GU4	Rear axle, 3.08 ratio	\$0.00
H0U	Jet Black, Premium Cloth seat trim	\$0.00

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John Elway Chevrolet

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial (✔ Complete)

IO5	Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment		\$0.00
K4B	Battery, auxiliary, isolated, 730 CCA	Inc.	
KW7	Alternator, 170 amps	Inc.	
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing		\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled		\$0.00
NQH	Transfer case, active, 2-speed electronic Autotrac	Inc.	
NZZ	Skid Plate Package	Inc.	
QAR	Tires, P265/60R17 all-season, police, V-rated	Inc.	
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police, Black	Inc.	
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare	Inc.	
SAB	Auxiliary Battery Relay	Inc.	
VK3	License plate front mounting package		\$0.00
VPV	Ship Thru, Produced in Arlington Assembly	Inc.	
VQK	LPO, Molded splash guards		\$195.00
Z56	Suspension Package, heavy-duty, police-rated	Inc.	
ZAK	Tire, spare, P265/60R17 all-season, police, V-rated	Inc.	
ZY1	Paint scheme, solid application		\$0.00
---	Safety belts, 3-point, driver and front passenger in all seating positions	Inc.	
---	Capless fuel fill	Inc.	
---	Door handles, body-color	Inc.	
---	Instrumentation, analog	Inc.	
---	Key, 2-sided	Inc.	
---	Luggage rack, delete	Inc.	
---	Exterior ornamentation delete	Inc.	
---	Power outlets, 4 auxiliary, 12-volt	Inc.	
---	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	
---	Power supply, 50-amp, power supply, auxiliary battery	Inc.	
---	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.	
---	Theft-deterrent system, vehicle, PASS-Key III	Inc.	


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John Elway Chevrolet

Mark McMunn - Fleet Director | 720.284.5255 | mmcmunn@elwaydealers.net

Vehicle: [Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial ( Complete)

SUBTOTAL	\$47,259.00
Adjustments Total	\$0.00
Destination Charge	\$1,295.00
TOTAL PRICE	\$48,554.00

FUEL ECONOMY

Est City:15 MPG

Est Highway:21 MPG

Est Highway Cruising Range:546.00 mi

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John Elway Chevrolet

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial (Complete)

Standard Equipment

Mechanical

- Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)
- Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
- Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)
- GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)
- E85 FlexFuel capable
- Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)
- Differential, heavy-duty locking rear
- 4-wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 720 cold-cranking amps with 80 amp hour rating
- Alternator, 150 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
- Trailer sway control
- Recovery hooks, 2 front, frame-mounted, Black
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power, electric
- Hill Start Assist

Exterior

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes Silver with center caps. (STD) (Not included when (NHT) Max Trailering Package is ordered.)
- Tires, P265/70R17 all-terrain, blackwall (STD) (Not included when (NHT) Max Trailering Package is ordered.)
- Tire, spare P265/70R17 all-season, blackwall (STD)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

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John Elway Chevrolet

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial (Complete)

Exterior

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, front

Fascia, front body-color (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes recovery hook openings, but does not include hooks.)

Fascia, rear body-color

Assist steps, Black (Premier includes chrome accent strip) (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)

Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror

Glass, deep-tinted (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Liftgate, rear manual

Entertainment

Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)

Audio system feature, single-slot CD/MP3 player

Audio system feature, 6-speaker system

SiriusXM Radio delete

Bluetooth for phone personal cell phone connectivity to vehicle audio system

4G LTE Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes lockable storage compartment.) (STD)

Seat trim, cloth

Seat adjuster, front passenger 6-way power

Seats, second row 60/40 split-folding bench, manual

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial (Complete)

Interior

- Seat, third row manual 60/40 split-folding bench, fold flat
- Floor covering, Black rubberized vinyl
- Steering column, Tilt-Wheel
- Steering wheel, urethane
- Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls
- Driver Information Center, 4.2" diagonal multi-color
- Warning tones headlamp on, key-in-ignition, driver and right-front passenger seat belt unfasten and turn signal on
- Door locks, power programmable with lockout protection and delayed locking (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on Driver door.)
- Remote Keyless Entry, extended-range
- Windows, power with Express-Down and Express-Up on front doors and lock out features
- Cruise control, electronic with set and resume speed
- Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)
- Defogger, rear-window electric
- Power outlet, 110-volt
- Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (With (AZ3) 40/20/40 split-bench front seats, the outlet on the back of the console is deleted.)
- Mirror, inside rearview manual day/night
- Assist handles, 1st row passenger and 2nd row outboard seats (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, 1st row passenger assist handle is removed when (7X7) Spot lamps are ordered.)
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions with control switch in the roof console
- Cargo management system
- Cargo net (Deleted when (ATD) 3rd row seat delete is ordered.)
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial (Complete)

Safety-Mechanical

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle or (5W4) Special Service Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Door locks, rear child security

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle (5W4) Special Service Vehicle does not apply to spare tire.

Theft-deterrent system, electrical, unauthorized entry


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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial ( Complete)

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit


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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial ( Complete)



Note:Photo may not represent exact vehicle or selected equipment.

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RESOLUTION 2020-06-01

RESOLUTION DESIGNATING THE ADA EVENT CENTER, 415 W MAIN STREET, AS THE OFFICIAL POLLING PLACE FOR THE ADA CITY PRECINCT.

WHEREAS, Minnesota Statutes Section 204B.16, subd.1, Polling Places, permits the city to change the location of the city polling place.

WHEREAS, the City of Ada has changed the polling place from, 16 3rd Ave E, Ada MN, known as the Norman County Court House and designated the Ada Event Center Building, 415 W Main Street as the designated polling place.

THEREFORE, BE IT RESOLVED that the City of Ada, Norman County, Minnesota does hereby designate the Ada Event Center, 415 W Main Street, as the Ada Precinct polling place.

BE IT FURTHER RESOLVED, that the designation of a new polling place shall take effect at the August 2020 primary election and the November, 2020 election.

The foregoing resolution was introduced by Council Member _____ and second by member _____ who moved it's adoption and a roll call vote on the acceptance was recorded by:

Ayes:

Nayes:

Absent:

Adopted by the Ada City Council this ____ day of June, 2020.

Attest:

Ashley Larson, Clerk/Treasurer

John Hintz, Mayor