

**RESOLUTION #2013-18  
CITY OF EYOTA**

**“RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT WITH  
OLMSTED COUNTY REGARDING THE SAFE ROUTES TO SCHOOL PROJECT”**

**WHEREAS**, Olmsted County has been appointed to act as the fiscal agent and contract administrator for the State of Minnesota in administering federal funds to the City of Eyota for the Safe Routes to School Project identified as:

Project Name: 2013 Safe Routes to School Improvements  
State Project Number: S.P. 055-591-002 & S.P. 055-591-003  
Minnesota Project Number: Minn. Proj. No. SRTS 5513 (213)

**WHEREAS**, the City of Eyota is required to enter into an agreement with Olmsted County, and

**BE IT RESOLVED**, by the Common Council of the City of Eyota, Minnesota to execute and enter into an agreement with Olmsted County in the above mentioned Safe Routes to School Project.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF EYOTA, MINNESOTA, THIS 8<sup>th</sup> DAY OF AUGUST, 2013.

EYOTA CITY COUNCIL

\_\_\_\_\_  
Tyrel Clark, Mayor

ATTEST:

\_\_\_\_\_  
Marlis Knowlton, Clerk/Treasurer

"Exhibit 4.D"

**AGREEMENT**

This agreement is between the City of Eyota, Minnesota (the "City"), and Olmsted County (the "County").

WHEREAS, the City has applied for and secured federal funds through the Safe Routes to School grant program to construct 1,600-ft of new pedestrian/bike path with ADA compliant pedestrian ramps, 2,600-ft of new sidewalk extensions and connections with ADA compliant pedestrian ramps, and modify 30 existing pedestrian ramps to make them ADA compliant, hereinafter collectively referred to as the "Project" and,

WHEREAS, the State of Minnesota Department of Transportation (MnDOT) requires the County to act as the fiscal agent and contract administrator for the State of Minnesota in administering federal funds for the Project, and;

WHEREAS, the Preliminary Engineering for the Project is identified as S.P. 055-591-002, and is eligible for the expenditure of federal aid funds at an estimated cost of \$27,000, and;

WHEREAS, the County has entered into agreement 01480 with MnDOT (dated August 27, 2012) in order for MnDOT to act as the County's agent in accepting federal funds on the County's behalf for the Preliminary Engineering, and;

WHEREAS, the construction engineering for the Project are identified as S.P. 055-591-003; and are eligible for the expenditure of federal aid funds at an estimated cost of \$23,000, and;

WHEREAS, the County has entered into agreement 03803 with MnDOT (dated June 21, 2013) in order for MnDOT to act as the County's agent in accepting federal funds on the County's behalf for the Construction Engineering, and;

WHEREAS, the construction for the Project is identified as S.P. 055-591-003; and is eligible for the expenditure of federal aid funds at an estimated cost of \$305,450, and;

WHEREAS, the County has entered into agreement 00055 with MnDOT (dated December 8, 2011) in order for MnDOT to act as the County's agent in accepting federal funds on the County's behalf for the Construction, and;

THEREFORE, the parties agree as follows:

1. The parties must follow MnDOT Agreement No. 01480 between MnDOT and the County, attached as Exhibit A.
2. The parties must follow MnDOT Agreement No. 03803 between MnDOT and the County, attached as Exhibit B.
3. The parties must follow MnDOT Agreement No. 00055 between MnDOT and the County, attached as Exhibit C.

4. The City employed WHKS & Co. to perform Preliminary Engineering for the Project as indicated in the Professional Services Agreement between the City and WHKS & Co. dated May 10, 2012 (attached as Exhibit D). The City shall bear the cost of all permit and advertising fees.
5. The City employed WHKS & Co. to perform Construction Engineering for the Project as indicated in the Professional Services Agreement between the City and WHKS & Co. dated July 11, 2013 (attached as Exhibit E). The City shall bear the cost of all construction material testing fees.
6. The City shall acquire and pay the cost for all right-of-way and construction easements required for construction in accordance with the plan.
7. The City's contract(s) to employ any consultant or contractor, and also the Project plans and specifications will require prior approval by the County, acting through its County Engineer. The County Engineer will be in responsible charge of the Project and shall supervise and direct the work performed under any contract let for the Project.
8. The City will submit claims to the County for reimbursement of eligible project costs, based on actual costs, not more than once each thirty (30) days. The County shall request payment from MnDOT within twenty (20) days of the receipt of the claim. The County shall reimburse the City within twenty (20) days after grant funds are received from MnDOT.
9. No local dollar match is required; however, the City will be responsible for any cost or expense of the Project that is not covered by the Safe Routes to School grant. Olmsted County is not obligated for any expenses related to design, engineering, or construction costs not covered by Safe Routes to School funding.
10. The City assumes full responsibility for the operation and maintenance of any facility constructed or improved by the Project.
11. The City shall provide the County copies of all Project records and documents required to be retained for a proper audit, including but not limited to items referenced in the agreements between MnDOT and the County.
12. The City agrees that it shall indemnify, save, and hold harmless the County and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the City's execution or performance of the work provided for herein. The City further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the City's execution or performance of the work provided for herein.
13. The County agrees that it shall indemnify, save, and hold harmless the City and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the County's execution or performance of the work provided for herein. The County further agrees

to defend at its own cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein.

14. Any and all employees of the City, while engaged in the performance of any work or service which the City is specifically required to perform under this Agreement, will be considered employees of the City only and not of the County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, will be the sole obligation of the City.
15. Any and all employees of the County, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, will be considered employees of the County only and not of the City, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees, will be the sole obligation of the County.

**CITY OF EYOTA, MINNESOTA**

Approved by the Eyota City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Tyrel Clark, Mayor

\_\_\_\_\_  
Marlis Knowlton, City Clerk

**OLMSTED COUNTY, MINNESOTA**

Approved by the Olmsted County Board this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Attest:  
Richard Devlin, County Administrator

\_\_\_\_\_  
Jim Bier, Chairperson

Approved as to form this \_\_\_\_\_  
day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Olmsted County Attorney

Approved as to execution this \_\_\_\_\_  
day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Olmsted County Attorney



**Your organization's letterhead**

August 28, 2012

Kayo Bleniek  
 Assistant Olmsted County Engineer  
 2122 Campus Dr. SE, Suite 200  
 Rochester, MN 55904



SUBJECT: S.P. 055-591-002, SRTS 5513(025)  
 Preliminary Engineering for Safe Routes to School Program in Eyota, MN  
 Agency Agreement No. 01480

TO: Minnesota Department of Transportation

Date:

State Project number: SP 055-591-002  
 Federal Project number: SRTS 5513(025)  
 Agreement number: 01480

Invoice number:  
 Partial or Final Payment (circle one)

Dates this invoice covers: January 2012 to June 2012 (for example)

Dear Ms. Bleniek:

Attached is a fully executed agency agreement between OLMSTED County and MnDOT, which allows for MnDOT to act as County's agent in accepting federal aid in connection with the above referenced project.

Agreement amount: List total amount of project (local and federal share)  
 Work completed to date: Briefly list what work has been done  
 Percentage complete: pp%

Also attached is a sample billing summary. Please include this information with any invoices you send to DSAB when requesting for payment. It must be signed or it will be returned for signature.

Amount requested this invoice: \$ddd,ddd,ddd  
 Amount requested to date: \$ddd,ddd,ddd

If you have any questions, please feel free to contact me at 651-366-3829, or by e-mail at sulmaan.khan@state.mn.us.

Please forward payment to:

Sincerely,

Sulmaan Khan  
 Assistant Project Development Engineer

Payment requested by: Project manager must sign.

Enclosure

cc: Steve Kirsch—DSAB  
 Diane Clark—OCR  
 Cyndi Degener—MS 215  
 Kai Yang—OCPPM  
 File

Approval to pay: DSAB  
 Date: xx/xx/xxxx

Enclosures (include all backup documentation)

An Equal Opportunity Employer



MnDOT Agreement No. 01480

STATE OF MINNESOTA AGENCY AGREEMENT  
 BETWEEN  
 DEPARTMENT OF TRANSPORTATION  
 AND  
 OLMSTED COUNTY

FOR FEDERAL PARTICIPATION IN PRELIMINARY ENGINEERING  
 FOR  
 S.P. 055-591-002; M.P. SRTS 5513(025)

This agreement is entered into by and between OLMSTED County ("County") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the County desires MnDOT to act as the County's agent in accepting federal funds on the County's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project"; and

The County is proposing a federal aid project to conduct preliminary engineering for sidewalk and trail access improvements in Eyota, MN, hereinafter referred to as the "Preliminary Engineering;" and

The Preliminary Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 055-591-002, and in Federal Highway Administration ("FHWA") records as Minnesota Project SRTS 5513(026); and

The CFDA number for this project is 20.205; and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE COUNTY.

A. DESIGNATION. The County designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project.

B. ELIGIBILITY / COSTS. The estimated cost of the Preliminary Engineering is \$27,600.

- It is anticipated that 100% (up to \$27,600) of the cost of the Preliminary Engineering is to be paid from federal funds made available by the FHWA. The County will pay any part of the cost or expense of the work that the FHWA does not pay.

2. Any costs incurred by the County prior to authorization of the Federal Funds, will not be eligible for federal participation.

3. Eligible cost and expense, if approved, may consist of the following:

- The cost of conducting the preliminary engineering for construction of sidewalks and trails, creation of a speed zone, and installation of a handicap accessible curb ramp near Dover-Eyota Elementary School and Dover-Eyota Middle School.
- The direct labor charges for County employees for the time that said employees are performing work pursuant to this agreement must be documented in a Public Interest Finding and approved by the FHWA. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the County of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.
- The applicable equipment rental charges for County owned equipment used by the County and mileage charges for employee owned vehicles used by the County on work performed pursuant to this agreement, at rates reflective of the County actual cost.
- Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this agreement.
- The cost incurred by the County to employ outside forces to perform any or all of the work pursuant to this agreement, subject to the provisions of section I.D. SUBLETTING.

4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the County are not eligible for federal participation.

5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this agreement.

6. For costs expected to exceed \$27,600, the County must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

C. STAFFING.

- The County will designate a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work performed under any contract let for the Project. If County elects to use a private consultant for engineering services, the County will provide a qualified, full-time public employee of the County, to be in responsible charge of the

Project. The services of the County to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the County is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the County from its primary responsibility for performance of the work.

2. During the progress of the work on the Project, the County authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the County will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
  3. The County will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.
- D. SUBLETTING. The County may prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.
1. The County may solicit proposals for Preliminary Engineering after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
  2. The County will prepare the request for proposal, which will include all of the federal-aid provisions supplied by MnDOT.
  3. The County will prepare and publish the proposals solicitation for the Project as required by state and federal laws. The County will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the County will receive the sealed proposals.
  4. The County may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
  5. The County will prepare proposal packages and prepare and distribute any addendums, if needed.
  6. The County will receive, open, and evaluate proposals.
  7. After the proposals are opened, the County will consider the proposals and begin negotiations on the price of the Preliminary Engineering in accordance with the practice commonly known as Quality Based Selection. If the proposal contains a goal for Disadvantaged Business Enterprises, the County will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

and County participation can be applied to the total costs.

4. Following certification of the final estimate, the County may request reimbursement for costs eligible for federal funds. The County's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  5. Reimbursement of costs under this agreement will be based on actual costs.
- G. LIMITATIONS.
1. The County will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
  2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the County to carry out the above requirements.
  3. Workers' Compensation. Any and all employees of the County or other persons while engaged in the performance of any work or services required or permitted by the County under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The County will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
- H. AUDIT.
1. The County will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
  2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the County are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The County will be responsible for any costs associated with the performance of the audit.

8. This written consent will in no way relieve the County from its primary responsibility for performance of the work. Subcontractor agreements must contain all appropriate terms and conditions of this agreement.

E. CONTRACT ADMINISTRATION.

1. The County will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
2. The County will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the County. The County will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

F. PAYMENTS.

1. The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the County. The County will pay any part of the cost or expense of the Project that is not paid by federal funds.
2. The County may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial payment.
3. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
  - (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
  - (b) The labor additive shall be applied to total labor dollars.
  - (c) The equipment charges shall be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
  - (d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
  - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
  - (f) The invoices will include 100% of eligible charges applicable to the Preliminary Engineering so that the prorata share of federal

- I. MAINTENANCE. The County assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.
- J. CLAIMS. The County acknowledges that MnDOT is acting only as the County's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The County will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The County will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The County's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.
- K. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA). This Agreement requires the County to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The County is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the County provides information to the MnDOT as required.

The County shall comply with the following:

1. Reporting of Total Compensation of the County's Executives.
  - (a) The County shall report the names and total compensation of each of its five most highly compensated executives for the County's preceding completed fiscal year, if in the County's preceding fiscal year it received:
    - i. 80 percent or more of the County's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$26,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (b) Total compensation means the cash and noncash dollar value earned by the executive during the County's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The County must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
3. The County will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.
4. The County's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the County unless and until the County is in full compliance with the above requirements.

II. DUTIES OF MnDOT.

- A. ACCEPTANCE. MnDOT accepts designation as Agent of the County for the receipt and disbursement of federal funds and will act in accordance herewith.
- B. PROJECT ACTIVITIES.
  1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
  2. MnDOT will provide to the County copies of the required Federal-aid clauses to

be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.

3. MnDOT will review and certify the DBE participation and notify the County when certification is complete. If certification of DBE participation cannot be obtained, then the County must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the County must make up any shortfall.

C. PAYMENTS.

1. MnDOT will receive the federal funds paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the County, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project, the County will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
4. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
5. If MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the County may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

D. AUTHORITY. MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

E. INSPECTION. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The County will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.

III. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

- A. The County authorized representative is Kaye Blenlek, Assistant Olmsted County Engineer, 2122 Campus Dr. SE, Suite 200, Rochester, MN 55904, phone 507-328-7070, or her successor.
- B. MnDOT's authorized representative is Mao Yang, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard,

Mail Stop 500, St Paul, MN 55155, phone 651-366-3827, or her successor.

- IV. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. TERM OF AGREEMENT. This agreement will be effective upon execution by the County and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. TERMINATION. This agreement may be terminated by the County or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the County as set forth in this Agreement. In the event of such a termination the County will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

Remainder of this page left intentionally blank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

COUNTY

County certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: Kenneth Jensen

Date: 8/14/12

Title: Olmsted County Board Chair

By: [Signature]

Date: 8/14/12

Title: Olmsted County Administrator

DEPARTMENT OF TRANSPORTATION

By: Julie Skallman

Title: Director

State Aid for Local Transportation

Date: 8/27/12

COMMISSIONER OF ADMINISTRATION

By: [Signature]

Date: 8-27-2012

OLMSTED COUNTY

RESOLUTION No. 12-44

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the Olmsted County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

SP 055-591-002, SRTS 5513(025) Preliminary Engineering for Safe Routes to School Program in the City of Eyota, MN.

BE IT FURTHER RESOLVED, the Olmsted County Chair and the Olmsted County Administrator are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 01480", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

CERTIFICATION

STATE OF MINNESOTA  
COUNTY OF OLMSTED

I hereby certify that the forgoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Olmsted County Board of Commissioners at a duly authorized meeting thereof held on the 14<sup>th</sup> day of August, 2012, as shown by the minutes of said meeting in my possession.

Kenneth Brown  
Olmsted County Board Chair

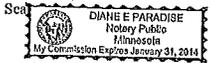
Date: 8/14/12

Notary Public Diane E. Paradise

My Commission Expires 01/31/2014

[Signature]  
Olmsted County Administrator

Date: 8/14/12



STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
OLMSTED COUNTY

FOR FEDERAL PARTICIPATION IN CONSTRUCTION ENGINEERING  
FOR  
S.P. 055-591-003; M.P. SRTS 5513(213)

This agreement is entered into by and between OLMSTED COUNTY ("County") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the County desires MnDOT to act as the County's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and

The County is proposing a federal aid project to construct pedestrian/bike path facilities for the City of Eyota project, the county will be supervising the construction observation of Eyota's city engineer hereinafter referred to as the "Construction Engineering"; and

The Construction Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 055-591-003, and in Federal Highway Administration ("FHWA") records as Minnesota Project SRTS 5513(213); and

The CFDA number for this project is 20.205; and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE COUNTY.

A. DESIGNATION. The County designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project.

B. ELIGIBILITY / COSTS. The estimated cost of the Construction Engineering is \$23,000.

- It is anticipated that 100% (up to \$ 23,000) of the cost of the Construction Engineering will be paid from federal funds made available by the FHWA. The County will pay any part of the cost or expense of the work that the FHWA does not pay.

will not be deemed to make MnDOT a principal or co-principal with respect to the Project.

- The County will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

D. CONTRACT ADMINISTRATION.

- The County will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- The County will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the County. The County will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
- Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS.

- The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the County. The County will pay any part of the cost or expense of the Project that is not paid by federal funds.
- The County may request partial payments not more than once each thirty (30) days. The Project Engineer will certify the amount of each partial estimate.
- The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
  - A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
  - The labor additive may be applied to total labor dollars, not including overtime labor dollars.
  - The equipment charges must be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
  - A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
  - Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
  - The invoices will include 100% of eligible charges applicable to the

- Any costs incurred by the County prior to authorization of the Federal Funds, will not be eligible for federal participation.
- Eligible cost and expense, if approved, may consist of the following:
  - The cost of performing construction inspection and oversight, construction surveying and other professional services related to construction of the proposed Safe Routes to School trail.
  - The cost of testing required by the schedule of materials control as listed in the special provisions of the construction contract.
  - The cost incurred by the County to employ outside forces to perform any or all of the work pursuant to this agreement, subject to the provisions of section I.D. SUBLETTING.
- Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the County are not eligible for federal participation.
- Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is incorporated by reference and made a part of this agreement.
- For costs expected to exceed \$ 23,000, the County must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

C. STAFFING.

- The County will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If County elects to use a private consultant for engineering services, the County will provide a qualified, full-time public employee of the County, to be in responsible charge of the Project. The services of the County to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the County is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the County from its primary responsibility for performance of the work.
- During the progress of the work on the Project, the County authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the County will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services

Construction Engineering so that the prorata share of federal and County participation can be applied to the total costs.

- Following certification, by the Project Engineer, of the final estimate, the County may request reimbursement for costs eligible for federal funds. The County's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
- Reimbursement of costs under this agreement will be based on actual costs, but limited to eligible items.

F. LIMITATIONS.

- The County must comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the County to carry out the above requirements.
- Workers' Compensation. Any and all employees of the County or other persons while engaged in the performance of any work or services required or permitted by the County under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The County will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

G. AUDIT.

- The County will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
- As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the County are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six

years. The County will be responsible for any costs associated with the performance of the audit.

H. MAINTENANCE. The County assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. CLAIMS. The County acknowledges that MnDOT is acting only as the County's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The County will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The County will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The County's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

J. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA). This Agreement requires the County to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The County is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the County provides information to the MnDOT as required.

The County shall comply with the following:

1. Reporting of Total Compensation of the County's Executives.

(a) The County shall report the names and total compensation of each of its five most highly compensated executives for the County's preceding completed fiscal year, if in the County's preceding fiscal year it received:

- i. 80 percent or more of the County's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

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the partial estimate, MnDOT will reimburse the County, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.

3. Upon completion of the Project, the County will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
4. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
5. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the County may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

D. AUTHORITY. MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

E. INSPECTION. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The County will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.

III. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

- A. The County authorized representative is Michael Sheehan, Olmsted County, 2122 Campus Drive SE, Rochester MN 55904, or his successor.
- B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard, Mall Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.

IV. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.

VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.

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(b) Total compensation means the cash and noncash dollar value earned by the executive during the County's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The County must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

3. The County will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

4. The County's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the County unless and until the County is in full compliance with the above requirements.

II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the County for the receipt and disbursement of federal funds and will act in accordance herewith.

B. PROJECT ACTIVITIES. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.

C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.

2. MnDOT will review and certify each partial pay request. Following certification of

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VII. TERM OF AGREEMENT. This agreement will be effective upon execution by the County and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

VIII. TERMINATION. This agreement may be terminated by the County or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the County as set forth in this Agreement. In the event of such a termination the County will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Mn/DOT Agreement No: 038030

COUNTY

County certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: [Signature]

Date: 6/12/13

Title: County Board Chair

By: [Signature]

Date: 6/11/13

Title: County Administrator

DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: Director, State Aid for Local Transportation

Date: 6/18/13

COMMISSIONER OF ADMINISTRATION

By: [Signature]

Date: 6-21-2013

OLMSTED COUNTY  
RESOLUTION 13-47

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the Olmsted County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

SP 055-591-003, SRTS 5513(213) Construction Engineering for Safe Routes to School Program in the City of Eyota, MN.

BE IT FURTHER RESOLVED, the Olmsted County Chair and the Olmsted County Administrator are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 03803", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

CERTIFICATION

STATE OF MINNESOTA  
COUNTY OF OLMSTED

I hereby certify that the forgoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Olmsted County Board of Commissioners at a duly authorized meeting thereof held on the 11 day of June, 2013, as shown by the minutes of said meeting in my possession.

[Signature]  
Olmsted County Board Chair

Notary Public Diane E. Paradise Date: 6/12/13

My Commission Expires 01/31/2014

[Signature]  
Olmsted County Administrator

Seal Date: 6/11/13



STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
OLMSTED COUNTY  
FOR FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between Olmsted County and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

Pursuant to Minnesota Statutes Section 161.36, the County desires MnDOT to act as the County's agent in accepting federal funds on the County's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project(s)"; and

This agreement is intended to cover all federal aid projects initiated by the County and therefore has not specific State Project number tied to it, and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

This agreement supersedes agreement number 84150 and;

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE COUNTY.

A. DESIGNATION. The County designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website

B. STAFFING.

- The County will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the County elects to use a private consultant for construction engineering services, the County will provide a qualified, full-time public employee of the County, to be in responsible charge of the Project(s). The services of the County to be performed hereunder may not be assigned, sublet, or transferred unless the County is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no

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way relieve the County from its primary responsibility for performance of the work.

- During the progress of the work on the Project(s), the County authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the County will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

C. LETTING. The County will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

- The County will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project(s). Any Project(s) advertised prior to authorization will not be eligible for federal reimbursement.
- The County will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- The County will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The County will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the County will receive the sealed bids.
- The County may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s).
- The County will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
- The County will receive and open bids.
- After the bids are opened, the County Board will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the County will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

D. CONTRACT ADMINISTRATION.

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- The County will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.
- The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the County Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- The County will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the County to be performed hereunder may not be assigned, sublet, or transferred unless the County is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the County from its primary responsibility for performance of the work.
- The County will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- The County will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The County will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- The County may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s) with the Contractor. The County will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the County that the subject work is eligible for federal funds and sufficient federal funds are available.
- The County will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- The County will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the County. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The County will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
- Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

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E. PAYMENTS.

- The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the County. The County will pay any part of the cost or expense of the Project(s) that is not paid by federal funds.
- The County will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the County will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
- Following certification of the partial estimate, the County may request reimbursement for costs eligible for federal funds. The County's request will be made to MnDOT and will include a copy of the certified partial estimate.
- Upon completion of the Project(s), the County will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the County will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
- Following certification of the final estimate, the County may request reimbursement for costs eligible for federal funds. The County's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

- The County will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the County to carry out the above requirements.
- Workers' Compensation. Any and all employees of the County or other persons while engaged in the performance of any work or services required or permitted by the County under this agreement will not be considered

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employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The County will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

4. Utilities. The County will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

#### G. AUDIT.

1. The County will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the County are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of seven years. The County will be responsible for any costs associated with the performance of the audit.

#### H. MAINTENANCE. The County assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

- I. CLAIMS. The County acknowledges that MnDOT is acting only as the County's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The County will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The County will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The County's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

- J. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the County to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The County is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the County provides information to the MnDOT as required.

#### 1. Reporting of Total Compensation of the County's Executives.

- a. The County shall report the names and total compensation of each of its five most highly compensated executives for the County's preceding completed fiscal year, if in the County's preceding fiscal year it received:

- i. 80 percent or more of the County's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78d(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- b. Total compensation means the cash and noncash dollar value earned by the executive during the County's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The County must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

3. The County will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

4. The County's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the County unless and until the County is in full compliance with the above requirements.

#### II. DUTIES OF MnDOT.

- A. ACCEPTANCE. MnDOT accepts designation as Agent of the County for the receipt and disbursement of federal funds and will act in accordance herewith.

#### B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the County copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.
3. MnDOT will review and certify the DBE participation and notify the County when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then County must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the County must make up any shortfall.
4. MnDOT will provide the required labor postings.

#### C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.38, Subdivision 2.
2. MnDOT will reimburse the County, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the County for the Project(s).
4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the

County may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

- D. AUTHORITY. MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

- E. INSPECTION. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The County will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.

- III. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

- IV. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.

- V. AMENDMENTS. Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.

- VI. AGREEMENT EFFECTIVE DATE. This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05.

- VII. CANCELLATION. This agreement may be canceled by the County or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the County as set forth in this Agreement. In the event of such a cancellation the County will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.

- VIII. DATA PRACTICES ACT. The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

OLMSTED COUNTY certifies that the appropriate person(s) have executed the contract on behalf of the County as required by applicable articles, bylaws, resolutions or ordinances

2. DEPARTMENT OF TRANSPORTATION

By: [Signature]
Title: County Administrator
Date: 11/22/11

By: [Signature]
Title: Director, State Aid for Local Transportation
Date: 12/6/11

3. COMMISSIONER OF ADMINISTRATION

By: [Signature]
Title: Board Chair
Date: 11-22-11

By: [Signature]
Date: 12/8/11

WHEREAS, pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the County of Olmsted to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and,

WHEREAS, agreement 00055 supersedes agreement number 84150 and will remain in effect until revisions are needed; and,

NOW THEREFORE, BE IT RESOLVED, the Chairman and the Clerk/Administrator are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 00055, a copy of which is before the County Board and which is made a part hereof by reference.

Dated at Rochester, Minnesota this 22nd day of November, 2011.

OLMSTED COUNTY BOARD OF COMMISSIONERS

[Signature]
Paul Wilson, Chairperson

ATTEST:

[Signature]
Richard G. Devlin, Clerk/Administrator

CERTIFICATION

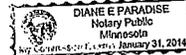
STATE OF MINNESOTA
COUNTY OF OLMSTED

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the County of Olmsted at a duly authorized meeting thereof held on the 22nd day of November, 2011, as shown by the minutes of said meeting in my possession.

[Signature]
Notary Public Signature

[Signature]
Clerk/Auditor

My Commission expires 1/31/2014
(SEAL)



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between City of Eyota hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as Safe Routes To School Bike Path and Sidewalk Project as described in more detail in attached Exhibit A.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design and bid phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1 -- 3 -- Lump Sum Fee of \$27,000.00

Executed this 10<sup>th</sup> day of May, 2012.

City of Eyota

WHKS & CO.

By: Marlis Knowlton  
Marlis Knowlton

By: William Angerstein, P.E.  
William Angerstein, P.E.

Title: Chief Treasurer  
As Approved by Council 5/14/12

Title: Vice President

Exhibit A to Professional Services Agreement

A. Project

The 2013 Safe Routes to School project consists of construction various sections of bike paths, sidewalks and pedestrian curb ramps throughout the City of Eyota. The various sections are listed below:

1. A bike path along the north side of Knowledge Road from Jefferson to Robert Avenue.
2. A sidewalk along the west side of Robert Avenue from Knowledge Road to approximately 300 feet south of Glen Street.
3. A sidewalk along the west side of Robert Avenue from approximately 300 feet north of Glen Street to Jefferson Avenue.
4. A sidewalk along the north side of 6<sup>th</sup> Street from Madison to Lafayette Avenue.
5. A sidewalk along the east side of Madison Avenue from 5<sup>th</sup> to 6<sup>th</sup> Street.
6. A sidewalk along the south side of 5<sup>th</sup> Street from 50 feet east of Center Street to South Avenue.
7. A bike path in West Side Park from the existing path to 2<sup>nd</sup> Street.
8. Pedestrian ramp reconstructions at the following intersections:
  - a. One ramp at Center Avenue and South Front Street
  - b. Three ramps at Center Avenue and 2<sup>nd</sup> Street
  - c. Four ramps at Center Avenue and 3<sup>rd</sup> Street
  - d. Four ramps at Center Avenue and 4<sup>th</sup> Street
  - e. Three ramps at Center Avenue and 5<sup>th</sup> Street
  - f. Two ramps at Madison Avenue and 5<sup>th</sup> Street
  - g. Two ramps at Franklin Avenue and 5<sup>th</sup> Street
  - h. Four ramps at Lafayette Avenue and 5<sup>th</sup> Street
  - i. Two ramps at South Avenue and 6<sup>th</sup> Street
  - j. Two ramps at Lafayette Avenue and 6<sup>th</sup> Street
  - k. One ramp at South Avenue and 6<sup>th</sup> Street

B. Scope of Services Provided Under This Agreement.

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of monthly status reports, and general administrative activities.
- Hold kick-off meeting with City and Olmsted County to discuss the project and review the scope.
- Assist City staff with Safe Routes To School submittals.
- Coordinate project design with Olmsted County and MN DOT.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

2. Topographic Survey and Research of Existing Conditions

- Prepare a site topographical survey to support new facilities, exclusive of boundary surveys for land and easement acquisition.

3. Preliminary and Final Design

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project. All pedestrian facilities will be designed to meet ADA, state and federal criteria.
- Coordinate forms of notice of hearing and letting, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Answer contractor's questions during the bidding phase.
- Assist in the receiving and tabulation of Contractors' proposals, and assist in awarding construction contract.
- Furnish five (5) copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Submit construction documents to Olmsted County and MN DOT for approval.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land Surveys
2. Easements, Plats and Descriptions
3. Quality Control Testing
4. Permits other than those identified above

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS negligent acts, errors or omissions in the performance of professional services

under this Agreement and those of its subcontractors or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action,

compiled at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS

made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

#### 10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

#### 11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing and submitting forms as to the results of

certain work included in the Scope of Services.

#### 12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend 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 ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

#### 13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination. In accordance with the compensation provisions of the Agreement.

#### 14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from such changes.

#### 15. Job Site Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel

have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

#### 16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

#### 17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

#### 18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

#### 19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

#### 20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

#### 21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

#### 22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

#### 23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### 24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reasons shall be deemed void, and all remaining provisions shall continue in full force and effect.

#### 25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services, WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07  
Revised: 04/28/09

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, by and between City of Eyota hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as the 2013 Safe Routes to School Improvements Project (SP 055-591-003, Minn. Proj. No. SRTS 5513 (213) as described in more detail in attached Exhibit A.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Construction engineering services as described on the attached Scope of Services Included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Lump Sum Fee of \$23,000.00

Executed this 11<sup>th</sup> day of July, 2013.

City of Eyota

WHKS & co.

By: *Markus Klowton*

By: *William Angerhart*  
William Angerhart, P.E.

Title: Clerk/Treasurer  
As Approved by Council 7-11-13

Title: Vice President

**Exhibit A to Professional Services Agreement**

A. Project

The 2013 Safe Routes to School project consists of construction various sections of bike paths, sidewalks and pedestrian curb ramps throughout the City of Eyota. The various sections are shown in the 2013 Safe Routes to School Improvements plan set.

B. Scope of Services Provided Under This Agreement:

4. Construction Administration
  - Hold preconstruction conference with the Contractor and project stake-holders.
  - Coordinate construction with the Contractor, Olmsted County, and the City of Eyota.
  - Provide construction administration during construction.
  - Facilitate project document requirements through Olmsted County and MnDOT.
  - Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
  - Perform post-construction closeout services up to point of project acceptance.
  - Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
5. Construction Staking
  - Provide construction staking.
6. Construction Observation
  - Facilitate materials testing during construction.
    - o The City will enter into an agreement with a Geotechnical Engineer to provide the required material testing per the Schedule of Materials Control.
  - Perform periodic resident observation during critical phases for the duration of the construction project. The primary purpose of this function is to observe and document the Contractor's compliance with the plans and specifications. Resident Observation is a part-time function during construction and is performed by an employee of the Engineer. His/Her duties are to provide on-site evaluations of Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, he/she maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for the eventual preparation of Record Drawings. Copies of daily reports will be available to the Client. The Observer's duties do not include construction means, methods or procedures used by the Contractor. The Contractor is solely responsible for construction means, methods, procedures and job-site safety.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Quality Control Testing

**RESOLUTION #2013-19  
CITY OF EYOTA**

**APPROVING THE ISSUANCE OF UP TO  
\$2,235,000 OF HOUSING DEVELOPMENT REFUNDING BONDS, SERIES 2013A  
(General Obligation of the City of Eyota)  
IF SAVINGS TARGETS ARE MET**

BE IT RESOLVED by the City Council of the City of Eyota, State of Minnesota (herein, the "City"), as follows:

1. The City Council hereby finds and declares that it is necessary and expedient for the Economic Development Authority (EDA) to sell and issue its fully registered refunding bonds in the total aggregate principal amount of not to exceed \$2,235,000 (herein, the "Refunding Bonds"). The proceeds of the Refunding Bonds will be used, together with any additional funds of the City or EDA which are required, for the refinancing of the Housing Development Refunding Bonds, Series 2006A (G.O. of the City of Eyota).
2. The City Council desires to proceed with the sale of the Refunding Bonds by direct negotiation and hereby authorizes David Drown Associates, Inc. (herein, "DDA") to negotiate on behalf of the City.
3. The Mayor and the City Clerk-Treasurer are hereby authorized to approve the sale of Refunding Bonds in an aggregate principal amount of not to exceed \$2,235,000 and to execute a bond purchase agreement for the purchase of the Refunding Bonds provided the net present value savings totals not less than \$100,000.
4. Upon approval of the sale of the Refunding Bonds by the Mayor and the City Clerk-Treasurer, the City Council will take action at its next regularly scheduled meeting thereafter to adopt the necessary approving resolutions as prepared by the City's bond counsel.
5. DDA is authorized to prepare an Official Statement related to the sale of the Bonds.
6. DDA is authorized to secure a bond rating for the sale of Bonds.
7. If the Mayor and City Clerk-Treasurer have not approved the sale of the Refunding Bonds and executed the related bond purchase agreement by February 1, 2014 this resolution shall expire.

"Exhibit 7.B"

The motion for the adoption of the foregoing resolution was made by Holst and duly seconded by Nelson upon vote being taken thereon, the following in favor thereof:

Holst, Nelson, Clark and Schuchard

and the following voted against the same: none  
and the following were absent: Cornell

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF EYOTA,  
MINNESOTA, THIS 8<sup>th</sup> DAY OF AUGUST, 2013.

EYOTA CITY COUNCIL

\_\_\_\_\_  
Tyrel Clark, Mayor

ATTEST:

\_\_\_\_\_  
Marlis Knowlton, Clerk/Treasurer

# Council Meeting August 8, 2013

Approval of Accounts Payable:

To be approved by Council	\$	33,851.85
Council approval after checks written		7,144.82
Payroll for Council Approval		
7/26/13      Remittance checks		1,219.44
7/26/13      Taxes paid electronically		2,972.26
 Total Accounts Payable:		 \$45,188.37

**Total Accounts Payable                      \$45,188.37**

**FOR YOUR INFORMATION - ONLY**

*ARBOR GARDENS OPERATING ACCOUNT CHECKS SIGNED FOR PAYMENT*

7/25/13                      \$ 26,339.26

TOTAL                                      \$ 26,339.26

101 General Fund  
210 Fire Department  
220 EDA  
221 EDA revolving loans  
222 MIF Loans  
230 Park & Rec  
290 Gambling

*Debt Service Funds*  
307 Taxable 2007 note  
311 PIR – 2006 Streets  
312 PIR – St Rdg Refunded  
313 GO 2010  
314 PIR – 2006 Refunded  
322 Senior Housing (2<sup>nd</sup>)

*Construction Funds*  
400 PIR All Projects

*Enterprise Funds*  
601 Water  
602 Sanitary Sewer  
651 Storm Sewer  
655 Arbor Gardens

"Exhibit 7.E"

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Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.			
	ALLIANT ENERGY	08/02/2013		EASTW	JULY 13 ELECTRIC BILLINGS	
	P.O. BOX 3066	08/09/2013		N		2,461.64
9805	CEDAR RAPIDS	08/02/2013		N	N	0.00
ALLIANT	IA 52406-3066	08/02/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/02/2013	JULY 13 BILLINGS			2,461.64

GL Number	Account Name	Pay Amount	Relieve Amount
101-43100-438.10	Electric Utilities	27.11	0.00
601-49400-438.10	Electric Utilities	51.96	0.00
230-45200-438.10	Electric Utilities	104.65	0.00
101-41900-438.10	Electric Utilities	136.25	0.00
210-42200-438.10	Electric Utilities	117.96	0.00
601-49400-438.10	Electric Utilities	896.80	0.00
602-49450-438.10	Electric Utilities	22.14	0.00
101-43100-438.10	Electric Utilities	98.92	0.00
101-43160-438.10	Electric Utilities	977.90	0.00
230-45200-438.10	Electric Utilities	27.95	0.00
<b>Distribution Total</b>		<b>2,461.64</b>	<b>0.00</b>

Vendor Total: 2,461.64

	AMERICAN WATER WORKS ASSC	07/02/2013		EASTW	ANNUAL MEMBERSHIP BRAD BO	
	PO BOX 972997	08/09/2013		N		179.00
9812	DALLAS	07/02/2013		N	N	0.00
AMER WATEF	TX 75397-2997	07/02/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/02/2013	TO 9/14			179.00

GL Number	Account Name	Pay Amount	Relieve Amount
601-49400-443.30	Dues & Subscriptions	179.00	0.00
<b>Distribution Total</b>		<b>179.00</b>	<b>0.00</b>

Vendor Total: 179.00

	BORDER STATES ELECTRIC SUP	07/23/2013		EASTW	STREET LIGHT REPLACEMENT	
	NW 7235	08/09/2013		N	FOR CENTER AVE	1,389.38
9815	MINNEAPOLIS	07/23/2013		N	N	0.00
BORDER ST	MN 55485-7235	07/23/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/23/2013	905968895			1,389.38

GL Number	Account Name	Pay Amount	Relieve Amount
101-43160-422.80	Light Poles & Lighting Equip.	1,389.38	0.00
<b>Distribution Total</b>		<b>1,389.38</b>	<b>0.00</b>

Vendor Total: 1,389.38

	CHARLIE BROWN	08/02/2013		EASTW	CARTRIDGE FOR IRIS'S PRINTER	
	200 SOUTH MAIN STREET	08/09/2013		N		106.82
9828	STEWARTVILLE	08/02/2013		N	N	0.00
BROWNCHAF	MN 55976	08/02/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/02/2013	11801			106.82

GL Number	Account Name	Pay Amount	Relieve Amount
101-41900-430.90	Computer/Software Expense	106.82	0.00
<b>Distribution Total</b>		<b>106.82</b>	<b>0.00</b>

Vendor Total: 106.82

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	CENTURY LINK	07/18/2013	EASTW	TO AUG 17 PHONE DIRECTORY	
	PO BOX 660068	08/09/2013	N		17.59
9824	DALLAS	07/18/2013	N	N	0.00
CENLINK	TX 75266-0068	07/18/2013	N	0	0.00
	<Emailing Stub Disabled>	07/18/2013		JUL 13 STMT	17.59

GL Number	Account Name	Pay Amount	Relieve Amount
101-41900-432.10	Telephone	17.59	0.00
Distribution Total		17.59	0.00

Vendor Total: 17.59

	CHATFIELD LUMBER CO.	07/26/2013	EASTW	60# GRAVEL MIX CEMENT	
	4707 COUNTY ROAD 7 SE	08/09/2013	N		71.10
9799	EYOTA	07/26/2013	N	N	0.00
CHATFIELDL	MN 55934	07/26/2013	N	0	0.00
	<Emailing Stub Disabled>	07/26/2013		61050	71.10

GL Number	Account Name	Pay Amount	Relieve Amount
230-45200-421.80	General Operating Supplies	71.10	0.00
Distribution Total		71.10	0.00

	CHATFIELD LUMBER CO.	07/24/2013	EASTW	BOX (100) HEX HEAD CEMENT	
	4707 COUNTY ROAD 7 SE	08/09/2013	N	SCREWS	40.66
9800	EYOTA	07/24/2013	N	N	0.00
CHATFIELDL	MN 55934	07/24/2013	N	0	0.00
	<Emailing Stub Disabled>	07/24/2013		60976	40.66

GL Number	Account Name	Pay Amount	Relieve Amount
230-45200-421.80	General Operating Supplies	40.66	0.00
Distribution Total		40.66	0.00

	CHATFIELD LUMBER CO.	07/22/2013	EASTW	4-STURDY DRAIN-WHITE FOR	
	4707 COUNTY ROAD 7 SE	08/09/2013	N	DUGOUT REPAIR	7.48
9819	EYOTA	07/22/2013	N	N	0.00
CHATFIELDL	MN 55934	07/22/2013	N	0	0.00
	<Emailing Stub Disabled>	07/22/2013		60897	7.48

GL Number	Account Name	Pay Amount	Relieve Amount
230-45200-422.30	Repairs/Maintenance Buildings	7.48	0.00
Distribution Total		7.48	0.00

	CHATFIELD LUMBER CO.	07/22/2013	EASTW	12-STURDY DRAIN WHITE FOR	
	4707 COUNTY ROAD 7 SE	08/09/2013	N	DUG OUT REPAIR	22.44
9820	EYOTA	07/22/2013	N	N	0.00
CHATFIELDL	MN 55934	07/22/2013	N	0	0.00
	<Emailing Stub Disabled>	07/22/2013		60893	22.44

GL Number	Account Name	Pay Amount	Relieve Amount
230-45200-422.30	Repairs/Maintenance Buildings	22.44	0.00
Distribution Total		22.44	0.00

Vendor Total: 141.68

	CONSTRUCTION MANAGEMENT :	07/31/2013	EASTW	JULY 13 BULDING CODE INSPEC	
	1700 N BROADWAY, SUITE 128	08/09/2013	N		1,415.91
9802	ROCHESTER	07/31/2013	N	N	0.00
CMS	MN 55906	07/31/2013	N	0	0.00
	<Emailing Stub Disabled>	07/31/2013		13-709	1,415.91

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

GL Number	Account Name	Pay Amount	Relieve Amount
101-41910-431.50	Zoning Expenses	1,415.91	0.00
<b>Distribution Total</b>		<b>1,415.91</b>	<b>0.00</b>

Vendor Total: 1,415.91

9809	THOMAS M. CUMMINGS CPA	07/29/2013		EASTW	FINAL BILLING 2012 AUDIT	
	3135A SUPERIOR DRIVE NW	08/09/2013		N	FINANCIAL STATEMENTS	8,245.00
CUMMINGS	ROCHESTER	07/29/2013		N	N	0.00
	MN 55901	07/29/2013	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/29/2013	20045057-A			8,245.00

GL Number	Account Name	Pay Amount	Relieve Amount
101-41900-430.10	Auditing & Accounting Service	4,535.00	0.00
210-42200-430.10	Auditing & Accounting Service	742.00	0.00
220-46500-430.10	Auditing & Accounting Service	742.00	0.00
230-45200-430.10	Auditing & Accounting Service	742.00	0.00
601-49400-430.10	Auditing & Accounting Service	742.00	0.00
602-49450-430.10	Auditing & Accounting Service	742.00	0.00
<b>Distribution Total</b>		<b>8,245.00</b>	<b>0.00</b>

Vendor Total: 8,245.00

9801	DOVER, EYOTA, ST.CHARLES AS	07/31/2013		EASTW	JULY 13 FLOW CHARGE,DEBT SE	
	P.O. BOX 396	08/09/2013		N	3,297,000 GALLONS	17,737.86
DES	ST. CHARLES	07/31/2013		N	N	0.00
	MN 55972-0396	07/31/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2013	07584			17,737.86

GL Number	Account Name	Pay Amount	Relieve Amount
602-49450-438.51	Sewer Utilities-DES Fee	17,737.86	0.00
<b>Distribution Total</b>		<b>17,737.86</b>	<b>0.00</b>

Vendor Total: 17,737.86

9817	DOVER-EYOTA PUBLIC SCHOOLS	07/23/2013		EASTW	JUL 15TH FARMERS MKT AD, CIT'	
	615 SOUTH AVENUE	08/09/2013		N	SEGMENT IN EAGLE	61.25
D-ESCHOOL	EYOTA	07/23/2013		N	N	0.00
	MN 55934	07/23/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/23/2013	7/15			61.25

GL Number	Account Name	Pay Amount	Relieve Amount
220-46600-434.30	Advertising/Promotions	28.75	0.00
101-41900-435.10	Legal Notices Publishing	32.50	0.00
<b>Distribution Total</b>		<b>61.25</b>	<b>0.00</b>

Vendor Total: 61.25

9804	GOPHER STATE ONE-CALL	07/30/2013		EASTW	JULY 13 LOCATE CALLS	
	18946 LAKE DRIVE EAST	08/09/2013		N		95.55
GOPHER	CHANHASSEN	07/30/2013		N	N	0.00
	MN 55317	07/30/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2013	75971			95.55

GL Number	Account Name	Pay Amount	Relieve Amount
101-43100-431.30	Contracted Services	95.55	0.00
<b>Distribution Total</b>		<b>95.55</b>	<b>0.00</b>

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

Vendor Total: 95.55

9827	HATHAWAY TREE SERVICE INC	07/25/2013		EASTW	10 YARDS GRADE 3 MULCH FOR	
	2555 50TH AVENUE NW	08/09/2013		N	COMMUNITY GARDENS	193.28
	ROCHESTER	07/25/2013		N	N	0.00
HATHAWAY	MN 55901	07/25/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/25/2013	4408			193.28

GL Number	Account Name	Pay Amount	Relieve Amount
101-41900-441.60	Community Garden Expenses	193.28	0.00
Distribution Total		193.28	0.00

Vendor Total: 193.28

9829	HAWKINS, INC.	07/26/2013		EASTW	CHLORINE CYLINDERS	
	PO BOX 860263	08/09/2013		N		30.00
	MINNEAPOLIS	07/26/2013		N	N	0.00
HAWKINS	MN 55486-0263	07/26/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/26/2013	3496120 RI			30.00

GL Number	Account Name	Pay Amount	Relieve Amount
601-49400-421.80	General Operating Supplies	30.00	0.00
Distribution Total		30.00	0.00

Vendor Total: 30.00

9808	MARLIS K. KNOWLTON	07/31/2013		EASTW	MEETING MILEAGE,FRIDGE FOR	
	2343 110TH AVENUE S.E.	08/09/2013		N	FIRE HALL, CANDY EYOTA DAYS	272.58
	EYOTA	07/31/2013		N	N	0.00
KNOWLTONM	MN 55934	07/31/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2013	5/29-7/31			272.58

GL Number	Account Name	Pay Amount	Relieve Amount
210-42200-422.30	Repairs/Maintenance Buildings	75.00	0.00
101-41900-443.70	Eyota Days Expenses	64.30	0.00
101-41400-433.10	Travel/Training/Instruction	133.28	0.00
Distribution Total		272.58	0.00

Vendor Total: 272.58

9821	NAPA AUTO PARTS	07/23/2013		EASTW	LAWN MOWER BATTERY, TEST	
	103 1 2 NW DIVISION ST	08/09/2013		N	LIGHT FOR SHOP	121.11
	CHATFIELD	07/23/2013		N	N	0.00
NAPA CHAT	MN 55923	07/23/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/23/2013	482534			121.11

GL Number	Account Name	Pay Amount	Relieve Amount
230-45200-422.10	Repairs/Maintenance Equipment	112.21	0.00
101-43100-421.50	Shop Supplies	8.90	0.00
Distribution Total		121.11	0.00

Vendor Total: 121.11

9816	OLMSTED COUNTY ENVIRONMEI	07/19/2013		EASTW	APRIL-JUN 13 WATER TEST FEES	
	2122 CAMPUS DRIVE SE - S 200	08/09/2013		N		185.40
	ROCHESTER	07/19/2013		N	N	0.00
OLM-ENVIRO	MN 55904-4744	07/19/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/19/2013	13072			185.40

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

GL Number	Account Name	Pay Amount	Relieve Amount
601-49400-438.21	Water Test Fees	185.40	0.00
Distribution Total		185.40	0.00

Vendor Total: 185.40

9822	ON SITE SANITATION	07/30/2013		EASTW	SUMMERFIELD PARK PORTIPOTI	
	95 WOODLYNN AVENUE	08/09/2013		N		84.81
	ST.PAUL	07/30/2013		N	N	0.00
ONSITESANI	MN 55117	07/30/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/30/2013	B-503082			84.81

GL Number	Account Name	Pay Amount	Relieve Amount
230-45200-441.80	Toilet Rentals	84.81	0.00
Distribution Total		84.81	0.00

9823	ON SITE SANITATION	08/02/2013		EASTW	WEST SIDE PARK PORTIPOTTI	
	95 WOODLYNN AVENUE	08/09/2013		N		84.81
	ST.PAUL	08/02/2013		N	N	0.00
ONSITESANI	MN 55117	08/02/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/02/2013	B-503492			84.81

GL Number	Account Name	Pay Amount	Relieve Amount
230-45200-441.80	Toilet Rentals	84.81	0.00
Distribution Total		84.81	0.00

Vendor Total: 169.62

9803	JEFFREY PECK	07/25/2013		EASTW	REIMBURSE STARTER MOTOR	
	PO BOX 872	08/09/2013		N	REPAIR--PD TO ANTHONY BEHN	20.50
	EYOTA	07/25/2013		N	N	0.00
PECK	MN 55934	07/25/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/25/2013	222510			20.50

GL Number	Account Name	Pay Amount	Relieve Amount
210-42200-422.19	township portion of 422.10	20.50	0.00
Distribution Total		20.50	0.00

Vendor Total: 20.50

9806	SAMS CLUB #6427	07/26/2013		EASTW	MARLIS/NANCY ANNUAL MEMBEI	
	P.O. BOX 9001907	08/09/2013		N	SHIPS	90.00
	LOUISVILLE	07/26/2013		N	N	0.00
SAMS	KY 40290-1907	07/26/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/26/2013	TO 2014			90.00

GL Number	Account Name	Pay Amount	Relieve Amount
101-41400-443.30	Dues & Subscriptions	90.00	0.00
Distribution Total		90.00	0.00

Vendor Total: 90.00

9814	THE J.P. COOKE CO.	07/25/2013		EASTW	300 DOG TAGS, 100 CAT TAGS,	
	1311 HOWARD ST. BOX 3848	08/09/2013		N	TWIST HOOKS, RECEIPT BOOKS	146.28
	OMAHA	07/25/2013		N	N	0.00
JPCOOKE	NE 68103	07/25/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/25/2013	243404			146.28

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

GL Number	Account Name	Pay Amount	Relieve Amount
101-42700-421.90	Animal Control Expenses	146.28	0.00
Distribution Total		146.28	0.00

Vendor Total: 146.28

9813	TRUGREEN	08/02/2013		EASTW	WEED CONTROL AP-SOUTH FRO	
	PO BOX 78501	08/09/2013		N	STREET	42.75
	PHOENIX	08/02/2013		N	N	0.00
TRUGREEN	AZ 85062-8501	08/02/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/02/2013	9321496			42.75

GL Number	Account Name	Pay Amount	Relieve Amount
230-45200-422.60	Weed Control	42.75	0.00
Distribution Total		42.75	0.00

9826	TRUGREEN	07/17/2013		EASTW	WEED CONTROL BUSH CT PARK	
	PO BOX 78501	08/09/2013		N		48.09
	PHOENIX	07/17/2013		N	N	0.00
TRUGREEN	AZ 85062-8501	07/17/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/17/2013	9203877			48.09

GL Number	Account Name	Pay Amount	Relieve Amount
230-45200-422.60	Weed Control	48.09	0.00
Distribution Total		48.09	0.00

Vendor Total: 90.84

9825	US BANK EQUIPMENT FINANCE	07/20/2013		EASTW	COPIER RENTAL	
	PO BOX 790448	08/09/2013		N		212.23
	ST LOUIS	07/20/2013		N	N	0.00
US BANK EQ	MO 63179-0448	07/20/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/20/2013	233009869			212.23

GL Number	Account Name	Pay Amount	Relieve Amount
101-41900-441.30	Office Equipment Rental	212.23	0.00
Distribution Total		212.23	0.00

Vendor Total: 212.23

9807	US BANK	07/25/2013		EASTW	2010A BONDS ADMIN FEES	
	CM-9705	08/09/2013		N		425.00
	ST. PAUL	07/25/2013		N	N	0.00
U.S.BANK	MN 55170-9705	07/25/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/25/2013	345143			425.00

GL Number	Account Name	Pay Amount	Relieve Amount
313-47000-462.00	Fiscal Agent Fee's	425.00	0.00
Distribution Total		425.00	0.00

Vendor Total: 425.00

9810	WATER SYSTEMS COMPANY	07/29/2013		EASTW	DRINKING H2O CITY HALL	
	ECOWATER SYSTEMS OF SE MN	08/09/2013		N		18.97
	WINONA	07/29/2013		N	N	0.00
WATERSYSTI	MN 55987-3109	07/29/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/29/2013	305680			18.97

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

GL Number	Account Name	Pay Amount	Relieve Amount
101-41900-420.00	Office Supplies	18.97	0.00
Distribution Total		18.97	0.00

Vendor Total: 18.97

9811	MARK WINKELS	07/24/2013		EASTW	ONLINE SURVEY SUMMER REC	
	314 FIFTH ST SW	08/09/2013		N	"SURVEY CREATOR"	19.00
WINKELS	EYOTA	07/24/2013		N	N	0.00
	MN 55934	07/24/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/24/2013	124727			19.00

GL Number	Account Name	Pay Amount	Relieve Amount
230-45100-421.70	Program Supplies	19.00	0.00
Distribution Total		19.00	0.00

9818	MARK WINKELS	07/23/2013		EASTW	4 WAY INDICATOR FOR SUMMER	
	314 FIFTH ST SW	08/09/2013		N	REC	5.36
WINKELS	EYOTA	07/23/2013		N	N	0.00
	MN 55934	07/23/2013	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/23/2013	7/9 SPORTS AUTHORITY			5.36

GL Number	Account Name	Pay Amount	Relieve Amount
230-45100-421.70	Program Supplies	5.36	0.00
Distribution Total		5.36	0.00

Vendor Total: 24.36

Grand Total: 33,851.85  
 Less Credit Memos: 0.00  
 Net Total: 33,851.85  
 Less Hand Check Total: 0.00  
 Outstanding Invoice Total: 33,851.85

Total Invoices: 31

# Check Register Report

Date: 07/23/2013

Time: 1:22 pm

Page: 1

City of Eyota

BANK: EASTWOOD BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>EASTWOOD BANK Checks</b>							
18254	07/23/2013	Printed			CLARKLOGAN LOGAN CLARK	REIMBURSE FOR EBT SALES	4.00
18255	07/23/2013	Printed			EHLENFELDT DAVID OR LORI EHLENFELDT	REIMBURSE FOR EBT SALES	11.00
18256	07/23/2013	Printed			WALLERICH LUELLA WALLERICH	REIMBURSEMENT FOR EBT SALES	4.00
<b>Total Checks: 3</b>						<b>Checks Total (excluding void checks):</b>	<b>19.00</b>
<b>Total Payments: 3</b>						<b>Bank Total (excluding void checks):</b>	<b>19.00</b>
<b>Total Payments: 3</b>						<b>Grand Total (excluding void checks):</b>	<b>19.00</b>

# Check Register Report

Date: 07/31/2013

Time: 11:28 am

Page: 1

City of Eyota

BANK: EASTWOOD BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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**EASTWOOD BANK Checks**

18313	07/31/2013	Printed		SIMSOUND	SIM SOUND & VIDEO, INC	DEPOSIT (1/2 TOTAL) AUDIO &	6,920.69
18314	07/31/2013	Printed		POSTMASTEI	U.S. POSTMASTER	AUG 13 W/S BILLING POSTAGE	205.13

<b>Total Checks: 2</b>	<b>Checks Total (excluding void checks):</b>	<b>7,125.82</b>
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<b>Total Payments: 2</b>	<b>Bank Total (excluding void checks):</b>	<b>7,125.82</b>
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<b>Total Payments: 2</b>	<b>Grand Total (excluding void checks):</b>	<b>7,125.82</b>
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# Check Register Report

## Payroll Remittance Checks

Emp. Code Desc.:  
City Of Eyota

Date: 7/24/2013  
Time: 15:06:19

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
18288	07/26/2013		P	PER	PERA	Remittance Check	\$1,103.44
18289	07/26/2013		P	EDC	AXA Equitable Equi-Vest	Remittance Check	\$100.00
18290	07/26/2013		P	NCP	NCPERS Minnesota-45620	Remittance Check	\$16.00

Total Checks: 3

Sub-Total: \$1,219.44

Total Void/Stop Payment: \$0.00

Grand Total: \$1,219.44

*Electronically pd taxes \$2,972.26*

Batch ID: 072513-82  
 Batch Comment: CHECK RUN FOR ARBOR GARDENS OF EYOTA

Audit Trail Code: PMCHK00003258  
 Posting Date: 7/25/2013

Checkbook ID: 82OPER

\* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
007053	7/25/2013	00000000000067793	8215877	ADVANCED DISPOSAL SERVICES SOL	\$179.64
007054	7/25/2013	00000000000067787	8211039	AMERICAN HERITAGE LIFE INS	\$336.52
007055	7/25/2013	00000000000067796	8211416	CHATFIELD NEWS	\$48.00
007056	7/25/2013	00000000000067788	8211422	CITY OF EYOTA	\$18,501.00
007057	7/25/2013	00000000000067818	82800003	DIRECT SUPPLY HEALTHCARE	\$57.00
007058	7/25/2013	00000000000067792	8213130	DON RADEMACHER	\$70.00
007059	7/25/2013	00000000000067802	8216269	DOUG WIGHAM TRUCKING & EXCAVAT	\$140.00
007060	7/25/2013	00000000000067803	8210035	ELDERMARK ASSISTED LIVING SOFT	\$195.00
007061	7/25/2013	00000000000067805	8211493	EYOTA MARKET	\$185.05
007062	7/25/2013	00000000000067783	8210051	CAPITAL ONE COMMERCIAL	\$163.06
007063	7/25/2013	00000000000067786	8210748	MINNESOTA ENERGY RESOURCES	\$1,357.53
007064	7/25/2013	00000000000067791	8212954	PEPSI-COLA OF ROCHESTER, MN	\$20.00
007065	7/25/2013	00000000000067789	8211665	ARBOR GARDENS PETTY CASH	\$278.75
007066	7/25/2013	00000000000067795	8210093	Plunketts Pest Control	\$91.81
007067	7/25/2013	00000000000067808	8213123	ST. CHARLES PRESS	\$39.44
007068	7/25/2013	00000000000067820	82800004	SUN OFFICE PRODUCTS	\$78.37
007069	7/25/2013	00000000000067785	8210674	TEALWOOD CARE CENTERS, INC.	\$1,396.92
007070	7/25/2013	00000000000067784	8210120	TEALWOOD MANAGEMENT	\$3,000.00
007071	7/25/2013	00000000000067790	8211955	UNUM LIFE INSURANCE COMPANY	\$31.04
007072	7/25/2013	00000000000067800	8214868	VIOLA NURSERY AND GREENHOUSE	\$75.20
007073	7/25/2013	00000000000067797	8213782	WATER SYSTEMS COMPANY	\$94.93
Total Checks: 21					Checks Total: \$26,339.26

*Chs rec'd - 7/29/13  
 He signed " "  
 Mailed " "*



# Proposal

License #4842

Bonded and Insured

Certificate of Insurance Available

Kelly R Madson – President

4006 highway 14 East

Rochester, MN 55904

Office: 507-288-8379 or 1-800-851-BOBS

Fax: 507-282-2115

Submit to: Brad Boice	Phone:	Date: 7-8-13
Street:	Job Name: Fire Station and West Side Park	
City, State, Zip Eyota, MN	Job Location:	

Bob's Construction Inc. is a certified installer for GAF and Certainteed shingles. We propose to: remove existing shingles, install winterguard on eaves per local building code and over valley steel, new metal edging your choice of color, and 15# roofers select underlayment. All existing sewer vents will be replaced and aluminum roof vents will be installed to insure proper ventilation.

	<b>Fire Station</b>	
<del>Remove shingles and install 29 gauge Pro Rib Steel</del>	<del>\$21,790.00</del>	<del>Charcoal Gray</del>
Remove Shingles and install 28 gauge Pro Snap Steel (hidden fasteners)	\$27,780.00	Charcoal Gray
Install 8 - 12' Snow bars on front slope	\$400.00	Charcoal Gray
Total	\$ 28,180	

	<b>West Side Park</b>	
<del>Remove shingles and install 29 gauge Pro Rib Steel</del>	<del>\$15,734.00</del>	<del>Ocean Blue</del>
Remove shingles and install 28 gauge Pro Snap Steel (hidden fasteners)	\$18,960.00	Ocean Blue
Install new Steel siding, soffit and fascia on gables of bath house	\$1,760.00	White
Install new fascia on gazebos and eaves of bath house	\$1,620.00	White
Total	\$ 22,340	

Price includes clean up and hauling away of old debris, labor, materials, and taxes.  
Any wood replacement needed, customer will be billed EXTRA as Labor and Materials.

We ~~Propose~~ hereby to furnish material and labor complete in accordance with above specifications for the sum of: \$50,520  
Payment to be made as follows: **DUE UPON COMPLETION** This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Bob's Construction Signature: Jamie Staudacher

## 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 their contribution.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or material for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and I hereby accept and authorize work to commence as specified.

Customer Signature

Date

"Exhibit 8"