

DILWORTH CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 27, 2022

Zoom: <https://us06web.zoom.us/j/84451587677> | Phone Only: 312-626-6799, ID: 844 5158 7677

- 1. Call to Order**
- 2. Roll Call**
- 3. Agenda Approval**
- 4. Consent Agenda**
 - 4.A [Minutes from the June 13, 2022 City Council Meeting](#)
 - 4.B [Approve 2022-2023 IT contract with Lakes Country Service Cooperative for 2022-2023](#)
 - 4.C [Authorize hire of Pool House Attendant](#)
 - 4.D [Approve Police Department Training Request](#)
 - 4.E [Approve Police Department Training Request](#)
- 5. Public Comment Period (by Appointment Only)**
- 6. Planning & Engineering**
 - 6.A [Introduce, City Engineer Andrew Aakre, Moore Engineering](#)
 - 6.B [Public Hearing, MS4 Annual Report](#)
 - 6.C [Update, Highway 10 Corridor Study Public Input Meeting #1](#)
- 7. Fire Department**
 - 7.A [Consideration, Contract with BKV for Architectural Services for the Dilworth Fire Department](#)
- 8. Police Department**
 - 8.A [Recognize, Local Organizations Participating in the National Child Safety Council](#)
 - 8.B [Resolution 22-27, Accepting a Donation from McLaughlin Auctioneers for Lunch With A Cop](#)
- 9. City Hall**

9.A Discussion, Hiring a Consultant for Strategic Planning

9.B Public Hearing: Resolution 22-28, Miscellaneous Assessment Hearing for Unpaid Utility Bill

10. Council Member's Concerns and Committee Updates

11. Payment of Bills

11.A Bills to be approved for June 27, 2022

12. Adjournment

Minutes from the June 13, 2022 City Council Meeting

DESCRIPTION: N/A

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

ATTACHMENTS: [06_13_2022_Minutes.pdf](#)

SUBMITTED BY: Jessica Malvin, Administrative Assistant

DEPARTMENT: City Hall

Minutes of the Dilworth City Council Regular Meeting, Clay County, Minnesota, held June 13, 2022, at 6:00 PM, at Dilworth City Hall 2 First Avenue SE Dilworth, MN 56529.

PRESENT: Chad Olson, Jim Aasness, Julie Nash, Kevin Peterson

ABSENT: Steve Jesme

OTHERS: City Administrator Peyton Mastera, Finance Officer Jerry Griggs, Police Chief Ty Sharpe, Maintenance Supervisor Mike Denis, City Engineer Dan Hanson, Dave Steichen, Gibson Jerue, Don Bonham, Randy Cramer, Ted Goltzman, with Common Wealth, via Zoom, and Administrative Assistant Jessica Malvin.

Zoom: <https://us06web.zoom.us/j/83579175950> | Phone Only: 312-626-6799, ID: 835 7917 5950

1. **Call to Order**

The meeting was called to order at 6:00 p.m.

2. **Roll Call**

3. **Agenda Approval**

MOTION: by Julie Nash, seconded by Kevin Peterson, to approve the agenda for the June 13, 2022 council meeting. Motion passed by 4 ayes, 0 nays.

4. **Consent Agenda**

MOTION: by Jim Aasness, seconded by Julie Nash, to approve all items on the consent agenda including additional addendum items. Motion passed by 4 ayes, 0 nays.

4.A. Minutes from the May 23, 2022 City Council Meeting

4.B. Temporary liquor license for the Dilworth Lions Club for an event at the Community Center on July 30 & 31, 2022

4.C. Transient Business License application of TNT Fireworks at 415 34th Street N (Walmart parking lot), for a business to run from June 6, 2022 to July 12, 2022.

4.D. Mechanical/Heating License application of Moorhead Plumbing & Heating, to expire June 12, 2023

4.E. Mechanical/Heating License application of Laney's Inc, to expire June 12, 2023

4.F. Mechanical/Heating License application of Ryan Brothers Inc, to expire June 12, 2023

4.G. Tobacco License application of Three Limes, LLC, to expire June 12, 2023

4.F. Mechanical/Heating License application of Ryan Brothers Inc, to expire June 12, 2023

4.G. Tobacco License application of Three Limes, LLC, to expire June 12, 2023

4.H. Receive and file May 2022 utility report

4.I. Receive and file May Incident Analysis Report

4.J. Receive and file January - March 2022 Budget-to-Actual report

4.K. Approve Mill's Lounge request to close the alley behind their business for an outdoor event on July 29, 2022

4.L. Receive and file the minutes from the June 1, 2022 Planning Commission meeting

4.M. Authorize hire of a 2022 election judge

4.N. Authorize hire of Recycling Center Attendant

4.O. Authorize hire of Dilworth pool staff

4.P. Authorize hire for a part-time summer maintenance worker

4.Q. Authorize hire of Assistant Pool Director

5. Public Comment Period (by Appointment Only)

None received

6. General

6.A. Consideration, Request from the United Liberians Association in North Dakota (ULAND)

Gibson Jerue with United Liberians Association in North Dakota (ULAND) requested to use the Community Center on July 22, 2022, free of charge. The event is to celebrate their Independence Day and fundraise for items in their community. ULAND has agreed to provide the City with a copy of their 501c3, pay the damage deposit, and sign the rental agreement.

MOTION: by Chad Olson, seconded by Jim Aasness, to approve to allow ULAND to utilize the Dilworth Community Center for free for their Independence Day celebration. Motion passed by 4 ayes, 0 nays.

7. Planning & Engineering

7.A. Consideration, Pay Request #1 for the Northside Improvement (Mill/Overlay) Project

City Engineer Dan Hanson reviewed and recommends paying pay request #1 for the Northside Improvement (Mill/Overlay) Project in the amount of \$723,483.79

MOTION: by Julie Nash, seconded by Kevin Peterson, to approve pay request #1 for the Northside Improvement (Mill/Overlay) Project. Motion passed by 4 ayes, 0 nays.

7.B. Consideration, Pay Request #1 for the 7th Street Northeast Reconstruction Project

City Engineer Dan Hanson reviewed and recommends paying pay request #1 for the 7th Street Northeast Reconstruction Project in the amount of \$243,289.94

MOTION: by Julie Nash, seconded by Jim Aasness, to approve recommend approval of pay request #1 for the 7th Street Northeast Reconstruction Project. Motion passed by 4 ayes, 0 nays.

7.C. Consideration, Change Order #1 for the 7th Street Northeast Reconstruction Project

City Engineer Dan Hanson has reviewed and recommends Change Order #1 for the 7th Street Northeast Reconstruction Project in the amount of \$39,917.66. This is for additional milling work of the roadway by the contractor, above what the geotechnical report reflected.

MOTION: by Jim Aasness, seconded by Julie Nash, to approve recommend Change Order #1 for the 7th Street Northeast Reconstruction Project. Motion passed by 4 ayes, 0 nays.

8. Recognition

8.A. City Engineer Dan Hanson for his Years of Service in Dilworth

Dan Hanson was recognized for his 22 years of services as Dilworth's City Engineer.

9. Fire Department

9.A. Consideration, Recommendation from the Buildings and Grounds Committee to Hire BKV Group for Architectural Services for the new Dilworth Fire Hall

The Building and Grounds Committee interviewed three firms for architectural services for a new fire hall. The Committee has recommended to hire BKV Group. BKV has experience working with communities of similar size and was previously hired by the City for pre-design services.

MOTION: by Jim Aasness, seconded by Julie Nash, to authorize staff to negotiate a contract with BKV Group to provide architectural services for the new Dilworth Fire Hall. Motion passed by 4 ayes, 0 nays.

10. Police Department

10.A. Resolution 22-25, Accepting a Donation from Bell Bank for Night to Unite

MOTION: by Julie Nash, seconded by Kevin Peterson, to approve Resolution 22-25, Accepting a donation for Bell Bank for the Police Department. Motion passed by 4 ayes, 0 nays.

10.B. Resolution 22-26, Accepting a Donation from Northwestern Bank for Night to Unite

MOTION: by Julie Nash, seconded by Kevin Peterson, to approve Resolution 22-26, accepting a donation from Northwestern Bank for the Police Department Motion passed by 4 ayes, 0 nays.

10. Planning & Engineering

11.A. Consideration, Recommendation from the Dilworth Planning Commission to Approve the Multi-Family Residential Planned Unit Development located at 1254 3rd Ave NW; on Lot 3 and 4, Block 2, Easten Addition, in Section 03, Township 139 North, Range 48 West, Clay County Minnesota (Parcel ID: 52.110.0095 & 52.110.0100) - Property Owner(s) HMJ A MN Partnership - Applicant(s): Commonwealth Development Corporation (3rd Avenue Flats)

On June 1, 2022, the Planning Commission held a public hearing to review the multi-family residential PUD. The development will be a 44 unit multi-family building on 3rd Avenue NW that is three stories and 34.5 feet in height. This location is zoned C3, but through the PUD process, multi-family residential properties could be allowed. A fence will be constructed on the west, east, and south property lines as is required when residential and commercial properties abut. The development meets all city requirements. Staff is requesting an area be set aside for dumpsters.

Commonwealth Development came before the Planning Commission with a similar PUD in April of 2021. The project did not get the State funding requested and the PUD has since expired. Commonwealth made changes to the project and will be applying for State funding again.

The Planning Commission unanimously forwarded a recommendation for approval.

MOTION: by Julie Nash, seconded by Jim Aasness, to approve the Planned Unit Development application for Commonwealth Development Corporation for an apartment complex at 1254 3rd Avenue NW - Lot 3 and 4, Block 2, Easten Addition with the condition a 20' x 28' area be set aside for solid waste dumpsters. This conditional use is contingent upon the structure meeting all other building and zoning requirements. Failure to exercise this conditional use within one (1) calendar year will result in this application being null and void. This project satisfies the finds stipulated in 4.100 of the Dilworth Zoning Ordinance. Any alteration in the structure or site development will require approval by the Planning Commission and/or City Council. Motion passed by 4 ayes, 0 nays.

11.B. Consideration, Recommendation from the Dilworth Planning Commission to Approve the Commercial Planned Unit Development Application for 1411 Center Ave W; on Lot 3, Block 2, Easten Addition, in Section 03, Township 139 North, Range 48 West, Clay County Minnesota (Parcel ID 52.110.0093) - Property Owner(s): Seventh, LLC - Applicant: Bonham Construction (Tractor Supply Company)

On June 1, 2022, the Planning Commission held a Public Hearing to review the Commercial PUD for Tractor Supply Company (TSC).

The size of the building requires 114 parking spaces but they would like to use some of the parking space for outdoor retail space and storage which would leave 40 parking spaces. The current TSC location has 13 parking spaces and has no parking issues.

TSC is requesting a 16 foot fence around the outdoor retail space for safety purposes. City ordinance permits eight foot fences for commercial businesses but there is a provision for special purpose fencing that allows for different construction, height, and length.

The current sign frame is 184 square feet and was allowed due to an easement signed in 1999. The sign is non-conforming because it is not on the property and the size is larger than the permitted 99 square feet and would be classified as a billboard sign. Billboard signs need to be at least 5,000 feet from another billboard but this sign is only 1,000 feet from the electronic billboard sign on the corner of 34th Street.

The Planning Commission unanimously forwarded a recommendation for approval.

MOTION: by Kevin Peterson, seconded by Jim Aasness, to approve the Planned Unit Development application for Bonham Construction for Tractor Supply Company to locate at 1411 Center Avenue West. TSC may utilize a 16 foot tall privacy fence on the west side of the building, approve a 40 parking space layout, and for TSC to utilize the existing sign frame (184 square feet) on lot 3, block 2 Easten Addition, pursuant to a 1999 easement allowing said sign on the property. This PUD is contingent upon the structure meeting all other building and zoning requirements. Failure to exercise this conditional use within one (1) calendar year will result in this application being null and void. This project satisfies the findings stipulated in 4.100 of the Dilworth Zoning Ordinance. Any alteration in the structure or site development will require approval by the Planning Commission and/or City Council. Motion passed by 4 ayes, 0 nays.

11.C. Consideration, Recommendation from the Dilworth Planning Commission to Approve the Preliminary and Final Plat: Northside Park Addition Located in the North Half of Section 2, Township 139 North, Range 48 West (Parcel ID 52.900.0343) - Property Owner: AJM Real Estate, LLC - Applicant: City of Dilworth

June 1, 2022 the Planning Commission held a public hearing to review the preliminary and final plat of the Northside Park Addition. The City of Dilworth is interested in purchasing 27.68 acres of land from AJM Real Estate, LLC for a future northside park. The entire parcel is 145.88 acres and the preliminary and final plat parcels off the property into three lots including lot 2 to be acquired by the city. There were no objections and Planning Commission unanimously forwarded a recommendation for approval.

MOTION: by Kevin Peterson, seconded by Jim Aasness, to approve the Northside Park Addition preliminary and final plat as presented. Motion passed by 4 ayes, 0 nays.

11.D. Resolution 22-23, Accepting the Recommendation of the Dilworth Planning Commission for the Acquisition of Real Property in the City of Dilworth - Lot 2, Block 1 of the Northside Park Addition

MOTION: by Jim Aasness, seconded by Kevin Peterson, to approve Resolution 22-23, Accepting the Recommendation of the Dilworth Planning Commission for the Acquisition of Real Property in the City of Dilworth - Lot 2, Block 1 of the Northside Park Addition. Motion passed by 4 ayes, 0 nays.

11.E. Resolution 22-24, Authorizing the Purchase of Real Property in the City of Dilworth (Lot 2, Block 1 of the Northside Park Addition)

The land is being purchased at \$12,000/acre, less 5.46 acres which represents the future park land to be dedicated on the retained developable 102.46 acres. The final cost of this purchase is \$266,640. Closing of this property will be in mid-July.

MOTION: by Kevin Peterson, seconded by Julie Nash, to approve Resolution 22-24, Authorizing the Purchase of Real Property in the City of Dilworth (Lot 2, Block 1 of the Northside Park Addition). Motion passed by 4 ayes, 0 nays.

12. Parks

12.A. Update, Swimming Pool Operations

The pool opened on Monday, June 13th. Hours have been modified due to being short staffed. We are still accepting applications.

13. Council Member's Concerns and Committee Updates

Peterson: Can full time staff look into what needs to be done to make ATV's street legal?

Mastera: Justin Sosum with Clay County was contacted in regards to 15th Ave N, they are blading the road as needed. If you have an opportunity to talk to our legislators, press the issue of the need for the bonding bill and Fire Hall. The grand opening for Birch Tree Park is set for August 1.

Nash: Metro Cog is hiring a new Assistant Transportation Officer. Next week is the LMC conference.

Olson: Thank you to staff and contractors for the updates and communication on the projects. Thank you to all staff that was involved with getting the pool up and running.

14. Payment of Bills

14.A. Bills to be approved for June 9, 2022

MOTION: by Jim Aasness, seconded by Julie Nash, to approve payment of the claims and bills dated June 13, 2022. Motion passed by 4 ayes, 0 nays.

15. Adjournment

The meeting was adjourned at 7:30 p.m.

Mayor: _____
Chad Olson

ATTEST: _____
L. Peyton Mastera, City Administrator

Approved by the Dilworth City Council on: June 13, 2022

**Approve 2022-2023 IT contract with Lakes Country Service
Cooperative for 2022-2023**

DESCRIPTION: N/A

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

ATTACHMENTS: [LCSC IT Contract - 2022-2023.pdf](#)

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall



Lakes Country Service Cooperative
1001 E. Mt. Faith
Fergus Falls, MN 56537
Jeremy Kovash, Executive Director

Services Agreement

This "Agreement" is entered the 1st day of July 2022 ("Effective Date") between Lakes Country Service Cooperative, a public corporation ("LCSC"), and the City of Dilworth centrally located in Dilworth, Minnesota, ("Member").

For good and valuable consideration, the parties agree as follows:

1. Service. The Member agrees to purchase from LCSC, and LCSC agrees to perform on behalf of the Member, the following "Service":

LCSC will provide support for the Member sites located in Dilworth, Minnesota. LCSC will work closely with Member to ensure a timely and appropriate delivery of service.

Essential Network and Tech Administration Functions:

- Administer all city owned computer equipment and software.
- Create and maintain user accounts for all staff.
- Basic orientation for staff on the use and operation of technology hardware or software.
- Security and privacy oversight of system processes and stored data.
- Provide specifications for new or replacement technology hardware and software.
- Maintain service renewal contracts and software licenses.
- Annually, provide technology infrastructure recommendations for planning purposes.

Helpdesk Functions

- Run a help desk ticketing system so staff can request technical support. Response to tickets will be made no later than one (1) workday.
- Provide onsite service as requested within 24 hours or less.

Services outside the scope of work described in this contract, which may incur additional costs, include:

- Design and installation of new or replacement hardware, wiring, or major software installation including additions to existing systems.
- Specifications and design of new telephone system
- Backup Restoration
- Troubleshooting and repair as a result of power interruptions or successful viral or security breaches.
- Technology training beyond basic orientation.
- Installation and maintenance of specific technology not listed above.

2. LCSC's Responsibilities: In furtherance of performing the Services, and in addition to any other obligations described herein, LCSC shall:
 - Authorize and direct the LCSC IT department to provide the Services to the Member.
 - Track, document, and bill for services rendered according to program specific guidelines.
3. Member Responsibilities: Member agrees to provide all related hardware, software and equipment of sufficient quality and required to operate the technology systems. The Member agrees to make employees available as needed to provide the service and assign a contact person for communication of needs and scheduling for the LCSC IT staff.
4. Payment. The Member agrees to pay LCSC for the Services as follows:

\$9,457.34 paid in twelve equal monthly payments.

Fees for Services provided by LCSC IT staff outside the scope of the Service shall be paid according to LCSC IT standard fees, up to \$75.00 per hour plus actual mileage at the IRS rate. Services and fees not covered by this Agreement will be billed separately. Loaned equipment for temporary use will be billed at \$25.00 per day. LCSC will obtain prior approval from the Member before initiating additional billable services.

5. Term. The Service under this Agreement will begin July 1, 2022; and continue through June 30, 2023. Either party may terminate this Agreement early, effective as of the end of the Member's fiscal year, upon not less than 30 days' notice given in writing prior to the end of a fiscal year.
6. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Otter Tail.
7. Insurance. LCSC agrees to hold and maintain general liability insurance and errors and omissions insurance specific to the duties of its employees providing the Service. The Member agrees to maintain general liability insurance and insurance necessary to cover claims related to the Service. Nothing in this Agreement shall constitute a waiver by either party of any statutory limitations, exclusions, or exceptions on liability.
8. Non-solicitation. While this Agreement is in effect, and for a period of one year following the termination of this Agreement, the Member agrees that it will not solicit or in any manner encourage or induce (a) any employee who is or has provided a direct service to a member of LCSC to leave LCSC's employ; (b) any LCSC or other independent contractor of LCSC who has provided a direct service to change or terminate any relationship with LCSC or (c) induce or attempt to induce any client of LCSC to change its relationship with LCSC. Should solicitation of an LCSC employee occur in the time period stipulated in this Agreement, the Member will reimburse the Cooperative for thirty percent (30 %) of the employee or employees' salary and benefits.
9. Risk Management Arrangements. It is recognized that LCSC is a cooperative of which Member is a member, and which is providing the Service as a function which otherwise would be provided by Member employees. The parties recognize that LCSC's liability for claims relating to the Service should be limited to any available insurance coverage and in any event to an amount not exceeding certain Service payments made, within the limits in this Section. The following arrangements are in furtherance of the foregoing:
 - a. Indemnity. The Member agrees to indemnify and hold LCSC and its employees, agents, or representatives harmless from all claims, demands, or liability, including attorney's fees, and related expenses, which arise out of or are in any manner connected with the Service, this Agreement, or the Member's operations,
 - b. Standard of Performance; Disclaimer. LCSC makes no warranties, representations, or guarantees expressed or implied, regarding the service or performance hereunder, and all such are hereby disclaimed by LCSC and waived by Member, including but not limited to any implied warranties of merchantability and fitness for a particular purpose. The service will be provided and accepted on an "as is" "where is" basis, without recourse against LCSC.
 - c. Limitation of Liability. In no event shall LCSC ever be liable to the Member or any third party, directly or indirectly, for any sum greater than the total amount of fees for service actually paid to and received by LCSC in the six (6) month period immediately preceding any determination of liability. All other provisions of law, equity, or this agreement or any other document notwithstanding, this and any available insurance is the exclusive remedy available to district, and is in lieu of all other remedies available at law, in equity or otherwise. The foregoing does not, and shall not be construed or deemed to, create any circumstance, express or implied, under which LCSC may be liable to the Member, and shall not subvert the indemnity, release, and other clauses in this Agreement for the benefit of LCSC.

The provisions of this Section i) shall apply regardless of whether matters are based on breach of warranty, breach of contract, negligence, strict liability, tort, or any other legal theory, ii) shall apply to all matters, whether claimed by or through the Member or by or through third parties, including any students, employees, and governmental or regulatory agencies, and iii) shall survive the termination of the Agreement.

- 10. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or otherwise.
- 11. Modification. This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both LCSC and the Member, and attached hereto.
- 12. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

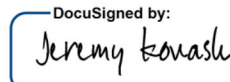
IN WITNESS WHEREOF, Parties hereto have executed this agreement this _____ day of _____, 2022.

LCSC MEMBER

By:  _____
99614A5686684A8...
 Authorized Member Official

Date: June 10, 2022 | 6:01 AM PDT

LAKES COUNTRY SERVICE COOPERATIVE

By:  _____
EE94216885214F3...
 Executive Director

Date: June 10, 2022 | 8:09 AM CDT

Authorize hire of Pool House Attendant

DESCRIPTION: Staff is recommending the hire of Chase Peterson as a Pool House Attendant at the rate of \$12.50/hour. Chase is scheduled to get his lifeguard certification July 8th - 10th.

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

ATTACHMENTS: N/A

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

Approve Police Department Training Request

DESCRIPTION: FCSO Law Enforcement Therapy K9 School in Columbus, Ohio for Chief Sharpe from October 31 - November 4, 2022. This is the training school discussed with the Council when Officer Keely was brought on a couple years ago.

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

ATTACHMENTS: [Training Request Sharpe 6.27.22.pdf](#)

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: Police Department

MEMO

To: Peyton Mastera
City Council

From: Ty Sharpe

Ref: City Council Meeting 06-27-2022
Training Request

Ty Sharpe
Franklin County Sheriff Law Enforcement Therapy K9 School
Columbus, OH

5 Days Therapy K9 School plus certification	FREE
5 Nights at National K9 Facility	\$350
City Vehicle and Travel approx.	\$800
2 nights Hotel stay due to travel time in each direction	\$200

**FCSO Law Enforcement Therapy K9 School
October 31-November 4, 2022**

Law Enforcement Specific training for agencies with Therapy K9's or starting a Therapy K9 program. Must have a K9!

Certifications to be awarded during successful completion of training:

**FCSO Law Enforcement Therapy K9 School Certificate
AKC Canine Good Citizen Certification
AKC Urban Canine Good Citizen Certification (Public Access Test)
Alliance of Therapy Dogs Testing and Observations**

(FOR ATD ONLY: must do application prior to arrival if not already certified, dog must be one year of age and you have had a 6 month relationship with dog)

We stress distraction training in Law Enforcement specific environments to enhance the ability of your K9 and your partnership.

Airport: **John Glenn International (CMH)**

Training Facility: **National K9**
221 Morrison Road, Columbus, OH

Chief Ty Sharpe

Approve Police Department Training Request

DESCRIPTION: Threat Liaison Officer training in St. Paul, Minnesota for Chief Sharpe. This course will train students to become a certified Threat Liaison Officer (TLO) with the Minnesota Fusion Center (MNFC). It includes a wide range of topics that are essential elements of public safety and homeland security.

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

ATTACHMENTS: [Training Request Sharpe 6.27.22.docx](#)

SUBMITTED BY: Angela Miller, Administrative Assistant

DEPARTMENT: Police Department

MEMO

To: Peyton Mastera
City Council

From: Ty Sharpe

Ref: City Council Meeting 06-27-2022
Training Request

Ty Sharpe
BCA Threat Liaison Officer
St. Paul, MN

1 Day	FREE
1 Night Hotel	\$200
City Vehicle and Travel approx.	\$60

This course will train students to become a certified Threat Liaison Officer (TLO) with the Minnesota Fusion Center (MNFC). It includes a wide range of topics that are essential elements of public safety and homeland security.

Topics Covered:

- Coordinating all crimes, threats, and hazards information between local agencies and the MNFC
- Identification and reporting of legally obtained suspicious activity information
- Identification of possible crime trends
- Serving as a point-of-contact for questions and information regarding terrorism/criminal information, suspicious activity reports, tips, leads, and other all-hazard incidents.

LEARNING OBJECTIVES

Upon completion, the attendee will be able to:

- Describe the mission and operations of the Minnesota Fusion Center.
- Understand the historical and current threat picture for Minnesota, including criminal and terrorism concerns.
- Identify critical infrastructure and key resources and how they are crucial to homeland security and public safety.
- Integrate information handling, information sharing, suspicious activity reporting, and collaborative efforts expected of TLOs and partner agencies.

LOCATION

Bureau of Criminal Apprehension
1430 Maryland Avenue East
Saint Paul, MN 55106

AUDIENCE

Law enforcement officers, firefighters, emergency managers, EMS providers, federal agents, military investigative/intelligence personnel, and those in the public/private sector working closely with the public safety/homeland security community.

INSTRUCTORS

Minnesota Fusion Center Analysts, Department of Homeland Security Analysts, and BCA Special Agents.

REGISTRATION: Free

Registration fee includes: Materials.

Additionally The Dilworth Police Department has been offered a training Red Man Suit from Eden Prairie Police, these suits are in the \$2000 to \$3000 range and EPD has offered to give us a suit at no cost. This item can be picked up at the same time.

RedMan XP Instructor Suit

★★★★★ 3 Reviews | 7 Questions, 9 Answers



\$2,623.99

RedMan / Item# TN118 /

SIZE SELECT A SIZE

SIZE

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[Add To Wishlist](#)

Introduce, City Engineer Andrew Aakre, Moore Engineering

DESCRIPTION: Andrew Aakre with Moore Engineering is Dilworth's new City Engineer. He will introduce himself to the Council at the meeting.

SUGGESTED ACTION: N/A

VOTING REQUIREMENT: N/A

ATTACHMENTS: N/A

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

Public Hearing, MS4 Annual Report

DESCRIPTION: One of the requirements of being a MS4 is to annually hold a public hearing.

Tara Ostendorf with Moore Engineering will present upon the subject and the City of Dilworth will take any public comment. Additionally, Ms. Ostendorf will provide an update on the Storm Water Pollution Prevention Plan (SWPPP), future requirements of being a MS4, and show the SharePoint site Moore Engineering put together for us.

SUGGESTED ACTION: N/A

VOTING REQUIREMENT: N/A

ATTACHMENTS: [2021 MS4 Report.pdf](#)

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

Introduction: This document is a formatted version of the MS4 Annual Report for 2021, which is completed online by each MS4 permittee. This report is a summary of activities completed under the 2013 MS4 Permit (Permit) between January 1, 2021 and December 31, 2021. For more information about the annual report, please visit the Minnesota Pollution Control Agency's (MPCA) MS4 annual report website at https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report.

MS4 general contact information

Full name: Peyton Mastera Title: City Administrator
 Mailing address: PO Box 187
 City: Dilworth State: MN Zip code: 56529
 Phone: 218-287-2313 Email: peyton.mastera@ci.dilworth.mn.us

Preparer contact information (if different from the MS4 General contact)

Full name: Dan Hanson Title: City Engineer
 Organization: Moore Engineering
 Mailing address: 925 10th Ave E
 City: West Fargo State: ND Zip code: 58078
 Phone: 701-499-5840 Email: dan.hanson@mooreengineeringinc.com

MCM 1: Public education and outreach

The following questions refer to Part III.D.1. of the Permit.

Q2 Did you select a stormwater-related issue of high priority to be emphasized during this Permit term? [Part III.D.1.a.(1)] Yes

Q3 If "Yes" in Q2, what is your stormwater-related issue(s)?

Q3 Options	Q3 – your answers
Q3:1 TMDL(s)	
Q3:2 Local businesses	
Q3:3 Residential BMPs	
Q3:4 Pet waste	
Q3:5 Yard waste	Yard waste
Q3:6 Deicing materials	
Q3:7 Household chemicals	
Q3:8 Construction activities	
Q3:9 Post-construction activities	
Q3:10 Other	

If "Other," describe:

Q4 Have you distributed educational materials or equivalent outreach to the public focused on illicit discharge recognition and reporting? [Part III.D.1.a.(2)] Yes

Q5 Do you have an implementation plan as required by the Permit? [Part III.D.1.b.] Yes

- Q6 How did you distribute educational materials or equivalent outreach? [Part III.D.1.a.] [see table below]
- Q7 For the items listed in Q6, who is the intended audience? [see table below]
- Q8 For the items listed in Q6, enter the total circulation/audience below (if unknown, use best estimate). [see table below]

Options	Q6 – your answers	Q7	Q7	Q7	Q7	Q7	Q7	Q8
		Residents	Local businesses	Developers	Students	Employees	Other	Total
Brochure	Brochure	Residents	Local Businesses	Developers				50
Newsletter								
Utility bill insert: merge								
Newspaper ad								
Radio ad								
Television ad								
Cable access channel								
Stormwater-related event								
School project or presentation								
Website	Website	Residents	Local Businesses	Developers				500
Other (1)								
	describe:							
Other (2)								
	describe:							
Other (3)								
	describe:							

For Q9 and Q10 below, provide a brief description of each activity related to public education and outreach (e.g., rain garden workshop, school presentation, public works open house) held and the date each activity was held from January 1, 2021 to December 31, 2021. [Part III.D.1.c.(4)]

Q9 Date of activity	Q10 Description of activity
6/14/2021	Public Hearing to present and educate the public on Dilworth's BMP's
6/17/2021	Park equipment grand opening - Handed out brochures and talked to the public

Q11 Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.] No

If "Yes," describe those modifications:

MCM 2: Public participation/involvement

The following questions refer to Part III.D.2.a. of the Permit.

Q12 You must provide a minimum of one opportunity each year for the public to provide input on the adequacy of your Stormwater Pollution Prevention Program (SWPPP). Did you provide this opportunity between January 1, 2021 and December 31, 2021? [Part III.D.2.a.(1)] Yes

Q13 If 'Yes' in Q12, what was the opportunity that you provided?

Q13 Options	Q13 – your answers
Q13:1 Public meeting	Public meeting
Q13:2 Public event	
Q13:3 Other	

- Q14 If 'Public meeting' in Q13, did you hold a stand-alone meeting or combine it with another event? Combined
 Date of the public meeting: 6/14/2021
 Number of citizens that attended and were informed about your SWPPP: 8
- Q15 If "Public event" in **Q13**, describe:
 Date of the public event: _____
 Number of citizens that attended and were informed about your SWPPP: _____
- Q16 If "Other" in **Q13**, describe:
 Date of this action: _____
 Number of citizens that attended and were informed about your SWPPP: _____
- Q17 Between January 1, 2021 and December 31, 2021, did you receive any input regarding your SWPPP? No
 If 'Yes,' enter the total number of individuals or organizations that provided comments on your SWPPP: _____
- Q18 If 'Yes' in Q17, did you modify your SWPPP as a result of written input received? [Part III.D.2.b.(2)] _____
 If "Yes," describe those modifications: _____
- Q19 Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.] No
 If "Yes," describe those modifications: _____

MCM 3: Illicit discharge detection and elimination

The following questions refer to Part III.D.3. of the Permit.

- Q20 Do you have a regulatory mechanism which prohibits non-stormwater discharges to your MS4? Yes
- Q21 Did you identify any illicit discharges between January 1, 2021 and December 31, 2021? [Part III.D.3.h.(4)] No
- Q22 If 'Yes' in Q21, enter the number of illicit discharges detected: _____
- Q23 If 'Yes' in Q21, how did you discover these illicit discharges:
- | Q23 Options | Q23 – your answers |
|------------------------|--------------------|
| Q23:1 Public complaint | |
| Q23:2 Staff | |
- Q24 If 'Public complaint' in Q23, enter the number discovered by the public: _____
- Q25 If 'Staff' in Q23, enter the number discovered by staff: _____
- Q26 If 'Yes' in Q21, did any of the discovered illicit discharges result in an enforcement action (this includes verbal warnings)? _____

Q27 If 'Yes' in Q26, what type of enforcement action(s) was taken and how many of each action were issued between January 1, 2021 and December 31, 2021?

Q27 Options	Q27 – your answers
Q27:1 Verbal warning	
Q27:2 Notice of violation	
Q27:3 Fine	
Q27:4 Criminal action	
Q27:5 Civil penalty	
Q27:6 Other	

If "Other," describe:

Q28 If 'Yes' in Q26, did the enforcement action(s) taken sufficiently address the illicit discharge(s)? _____

Q29 If 'No' in Q28, why was the enforcement not sufficient to address the illicit discharge(s): _____

Q30 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your illicit discharge regulatory mechanism(s)? [Part III.B.] Yes

Q31 Between January 1, 2021 and December 31, 2021, did you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges) and reporting illicit discharges for further investigations? [Part III.D.3.e.] Yes

Q32 If 'Yes' in Q31, how did you train your field staff?

Q32 Options	Q32 – your answers
Q32:1 Email	
Q32:2 PowerPoint	
Q32:3 Presentation	Presentation
Q32:4 Video	
Q32:5 Field training	
Q32:6 Other	

If "Other," describe:

The following questions refer to Part III.C.1. of the Permit.

Q33 Did you update your storm sewer system map between January 1, 2021 and December 31, 2021? [Part III.C.1.] No

Q34 Does your storm sewer map include all pipes 12 inches or greater in diameter and the direction of stormwater flow in those pipes? [Part III.C.1.a.] Yes

Q35 Does your storm sewer map include outfalls, including a unique identification (ID) number and an associated geographic coordinate? [Part III.C.1.b.] Yes

Q36 Does your storm sewer map include all structural stormwater BMPs that are part of your MS4? [Part III.C.1.c.] Yes

Q37 Does your storm sewer map include all receiving waters? [Part III.C.1.d.] Yes

Q38 In what format is your storm sewer map available? CAD

If "Other," describe:

Q39 Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your illicit discharge detection and elimination (IDDE) program? No

If "Yes," describe those modifications:

MCM 4: Construction site stormwater runoff control

The following questions refer to Part III.D.4. of the Permit.

- Q40 Do you have a regulatory mechanism that is at least as stringent as the Agency's general permit to Discharge Stormwater Associated with Construction Activity (CSW Permit) No. MN R100001 (<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>) for erosion and sediment controls and waste controls? [Part III.D.4.a.] Yes _____
- Q41 Have you developed written procedures for site plan reviews as required by the Permit? [Part III.D.4.b.] Yes _____
- Q42 Have you documented each site plan review as required by the Permit? [Part III.D.4.f.] Yes _____
- Q43 Enter the number of site plan reviews conducted for sites an acre or greater between January 1, 2021 and December 31, 2021: 1 _____
- Q44 What types of enforcement actions do you have available to compel compliance with your regulatory mechanism? Check all that apply and enter the number of each used from January 1, 2021 to December 31, 2021.

Q44 Options	Q44 – your answers	
Q44:1 Verbal warning	Verbal warnings	0
Q44:2 Notice of violation	Notice of violation	7
Q44:3 Administrative order		
Q44:4 Stop-work order	Stop-work orders	0
Q44:5 Fine	Fines	0
Q44:6 Forfeit of security bond money		
Q44:7 Withholding of certificate of occupancy	Withholding of certificate of occupancy	0
Q44:8 Criminal action	Criminal actions	0
Q44:9 Civil penalty	Civil penalties	0
Q44:10 Other		

If "Other," describe:

- Q45 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your construction site stormwater runoff control regulatory mechanism(s)? Yes _____
- Q46 Enter the number of active construction sites an acre or greater that were in your jurisdiction between January 1, 2021 and December 31, 2021: 1 _____
- Q47 Do you have written procedures for identifying priority sites for inspections? [Part III.D.4.d.(1)] No _____
- Q48 If 'Yes' in Q47, how are sites prioritized for inspections?

Q48 Options	Q48 – your answers
Q48:1 Site topography	
Q48:2 Soil characteristics	
Q48:3 Type of receiving water(s)	
Q48:4 Stage of construction	
Q48:5 Compliance history	
Q48:6 Weather conditions	
Q48:7 Citizen complaints	
Q48:8 Project size	
Q48:9 Other	

If "Other," describe:

- Q49 Do you have a checklist or other written means to document site inspections when determining compliance? [Part III.D.4.d.(4)] Yes _____
- Q50 Enter the number of site inspections conducted for sites an acre or greater between January 1, 2021 and December 31, 2021: 4 _____
- Q51 Enter the frequency at which site inspections are conducted (e.g., daily, weekly, monthly): [Part III.D.4.d.(2)]:

With Dilworth being a small community, our building inspector and city staff are continuously monitoring all areas of town that are under construction. The school is being expanded on with a disturbance of more than 1 acre and there is continuous monitoring of the site and that was our only greater than 1 acre site that was being constructed on in Dilworth.

Q52 Enter the number of trained inspectors that were available for construction site inspections between January 1, 2021 and December 31, 2021:

4

Q53 Provide the contact information for the inspector(s) and/or organization that conducts construction stormwater inspections for your MS4. List your primary construction stormwater contact first if you have multiple inspectors.

- 1 Inspector name: Jeff Berg
 Organization: City of Dilworth Maintenance Department Supervisor
 Office phone: 218-287-2313
 Work/Cell phone: 701-929-0364
 Email address: dmdepartment@ci.dilworth.mn.us
 Preferred contact method: Office Phone
- 2 Inspector name: Steve Schroeder
 Organization: City of Dilworth Building Inspector
 Office phone: 218-287-2313
 Work/Cell phone: _____
 Email address: inspschroed@yahoo.com
 Preferred contact method: Office Phone
- 3 Inspector name: Dan Hanson
 Organization: City Engineer
 Office phone: 701-499-5840
 Work/Cell phone: 701-238-7840
 Email address: dan.hanson@mooreengineeringinc.ccom
 Preferred contact method: Office Phone

Q54 What training did inspectors receive?

Q54 Options	Q54 – your answers
Q54:1 University of Minnesota Erosion and Stormwater Management Certification Program	University of Minnesota Erosion and Stormwater Management Certification Program
Q54:2 Qualified Compliance Inspector of Stormwater (QCIS)	
Q54:3 Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor	
Q54:4 Minnesota Utility Contractors Association Erosion Control Training	
Q54:5 Certified Professional in Erosion and Sediment Control (CPESC)	
Q54:6 Certified Professional in Stormwater Quality (CPSWQ)	
Q54:7 Certified Erosion, Sediment and Storm Water Inspector (CESSWI)	
Q54:8 Other	

If "Other," describe:

Q55 Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your construction site stormwater runoff control program? [Part IV.B.]

No

If "Yes," describe those modifications:

MCM 5: Post construction stormwater management

The following questions refer to Part III.D.5. of the Permit.

Q56 Do you have a regulatory mechanism which meets all requirements as specified in Part III.D.5.a of the Permit? Yes _____

Q57 What approach are you using to meet the performance standard for Volume, Total Suspended Solids (TSS), and Total Phosphorus (TP) as required by the Permit? [Part III.D.5.a.(2)] Check all that apply. Refer to the MPCA website at <http://www.pca.state.mn.us/index.php/view-document.html?gid=17815> for guidance on stormwater management approaches.

Q57 Options	Q57 – your answers
Q57:1 Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site	Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site
Q57:2 Retain the post-construction runoff volume on site for the 95th percentile storm	Retain the post-construction runoff volume on site for the 95th percentile storm
Q57:3 Match the pre-development runoff conditions	
Q57:4 Adopt the Minimal Impact Design Standards (MIDS)	
Q57:5 An approach has not been selected	
Q57:6 Other method (Must be technically defensible--e.g., based on modeling, research and acceptable engineering practices)	Other method (Must be technically defensible--e.g. based on modeling, research and acceptable engineering practices)

If "Other," describe:

The City of Dilworth has Class D soils so stormwater ponding is the method of treatment of runoff. The City requires any new ponds constructed to satisfy the MPCA's requirements for dead storage and has a requirement of constructing 100 year retention ponds for the live storage component in new development areas. In redevelopment areas stormwater ponds are required to meet MPCA's standards.

Q58 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your post-construction stormwater management regulatory mechanism(s)? [Part III.B.] Yes _____

Q59 Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your post-construction site stormwater management program? [Part IV.B.] No _____

If "Yes," describe those modifications:

MCM 6: Pollution prevention/good housekeeping for municipal operations

The following questions refer to Part III.D.6. of the Permit.

Q60 Enter the total number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds within your MS4 (exclude privately owned).

Q60:a Structural stormwater BMPs 0 _____

Q60:b Outfalls 54 _____

Q60:c Ponds 18 _____

Q61 Enter the number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds that were inspected from January 1, 2021 to December 31, 2021, within your MS4 (exclude privately owned). [Part III.D.6.e.]

Q61:a Structural stormwater BMPs 0 _____

Q61:b Outfalls 54 _____

Q61:c Ponds 13 _____

Q62 Have you developed an alternative inspection frequency for any structural stormwater BMPs, as allowed in Part III.D.6.e.(1) of the Permit? No _____

Q63 Based on inspection findings, did you conduct any maintenance on any structural stormwater BMPs? [Part III.D.6.e.(1)] No _____

Q64 If 'Yes,' briefly describe the maintenance that was conducted:

- Q65 Do you own or operate any stockpiles, and/or storage and material handling areas?
[Part III.D.6.e.(3)] Yes _____
- Q66 If 'Yes' in Q65, did you inspect all stockpiles and storage and material handling areas quarterly?
[Part III.D.6.e.(3)] Yes _____
- Q67 If 'Yes' in Q66, based on inspection findings, did you conduct maintenance at any of the stockpiles and/or storage and material handling areas? No _____
- Q68 If 'Yes' in Q67, briefly describe the maintenance that was conducted:
- Q69 Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your pollution prevention/good housekeeping for municipal operations program?
[Part IV.B.] No _____
- If 'Yes' in Q69, describe those modifications:

Discharges to impaired waters with an USEPA-approved TMDL that includes an applicable WLA

If required, you must complete the TMDL Annual Report Form, available on the MPCA's website at https://stormwater.pca.state.mn.us/index.php?title=Download_page_with_TMDL_forms.

Attach your completed TMDL Annual Report Form as instructed in the online Annual Report. [Part III.E]

- Q71 If a file was successfully uploaded, a reference number will appear:

Alum or Ferric Chloride Phosphorus Treatment Systems (not required)

The following questions refer to Part III.F.3.a. of the Permit. Provide the information below as it pertains to your alum or ferric chloride phosphorus treatment system.

- Q72 Date(s) of operation (mm/dd/yyyy - mm/dd/yyyy)

January	_____
February	_____
March	_____
April	_____
May	_____
June	_____
July	_____
August	_____
September	_____
October	_____
November	_____
December	_____

	Q73	Q74	Q75	Q76
Month	Chemical(s) used for treatment	Gallons of alum or ferric chloride treatment	Gallons of water treated	Calculated pounds of phosphorus removed
January				
February				
March				
April				
May				
June				
July				
August				
September				

October				
November				
December				

Q77 Any performance issues and corrective action(s), including the date(s) when corrective action(s) were taken, between January 1, 2021 and December 31, 2021:

Partnerships

- Q78 Did you rely on any other regulated MS4s to satisfy one or more Permit requirements? No
- Q79 If 'Yes' in Q78, describe the agreements you have with other regulated MS4s and which Permit requirements the other regulated MS4s help satisfy: [Part IV.B.6.]

Additional information

If you would like to provide any additional files to accompany your annual report, use the space below to upload those files. For each space, you may attach one file. You may provide additional explanation and/or information in an email with the subject YourMS4NameHere_2021AR to ms4permitprogram.pca@state.mn.us.

Q80 If a file was successfully uploaded, a reference number will appear:

Q81 If a file was successfully uploaded, a reference number will appear:

Q82 If a file was successfully uploaded, a reference number will appear:

Q83 Optional, describe the file(s) uploaded:

Owner of operator certification

The person with overall administrative responsibility for SWPPP implementation and Permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540)?

Yes

By typing my name in the following box, I certify the above statements to be true and correct, to the best of my knowledge, and that information can be used for the purpose of processing my MS4 Annual Report.

Name: Peyton Mastera

Title: City Administrator

Date: 5/16/2022

Update, Highway 10 Corridor Study Public Input Meeting #1

- DESCRIPTION:** On July 6th, Apex Engineering will be hosting two different input meetings on the HWY 10 corridor study at the Community Center.
- 1) At 3:00 pm, Apex will be hosting a "stakeholders" meeting which consists all property owners along the HWY 10 corridor.
 - 2) At 5:00 pm, Apex will be hosting a public informational meeting, open to all residents. At 6:30 will be a presentation by Apex.
- Staff encourages Council to attend one if not both of the meetings to help shape the future of Dilworth's busiest roadway.
- Community Development Director Lorsung will answer any questions you have regarding the upcoming events.
- SUGGESTED ACTION:** N/A
- VOTING REQUIREMENT:** N/A
- ATTACHMENTS:** [July 6 Open House.pdf](#)
[Stakeholder Mailing Map.pdf](#)
- SUBMITTED BY:** Peyton Mastera, City Administrator
- DEPARTMENT:** City Hall



Dilworth

US 10 | Corridor Study

WE NEED YOUR INPUT

The City of Dilworth, Minnesota Department of Transportation, and Metro COG are seeking your input on the future needs of US Highway 10. The study will evaluate transportation, pedestrian, and bicycle needs between 34th St. N and 60th St. N.

OPEN HOUSE

Join us on July 6 to learn more about the study and to share your ideas.

WHEN

Wednesday, July 6 2022
5:00 p.m. to 8:00 p.m.
Presentation at 6:30 p.m.

WHERE

Dilworth Community Center
709 First Avenue NW
Dilworth, MN 56529

STUDY WEBSITE

Share your comments on-line by visiting the project website or scanning the QR code.

WEBSITE

<https://bit.ly/HWY10>

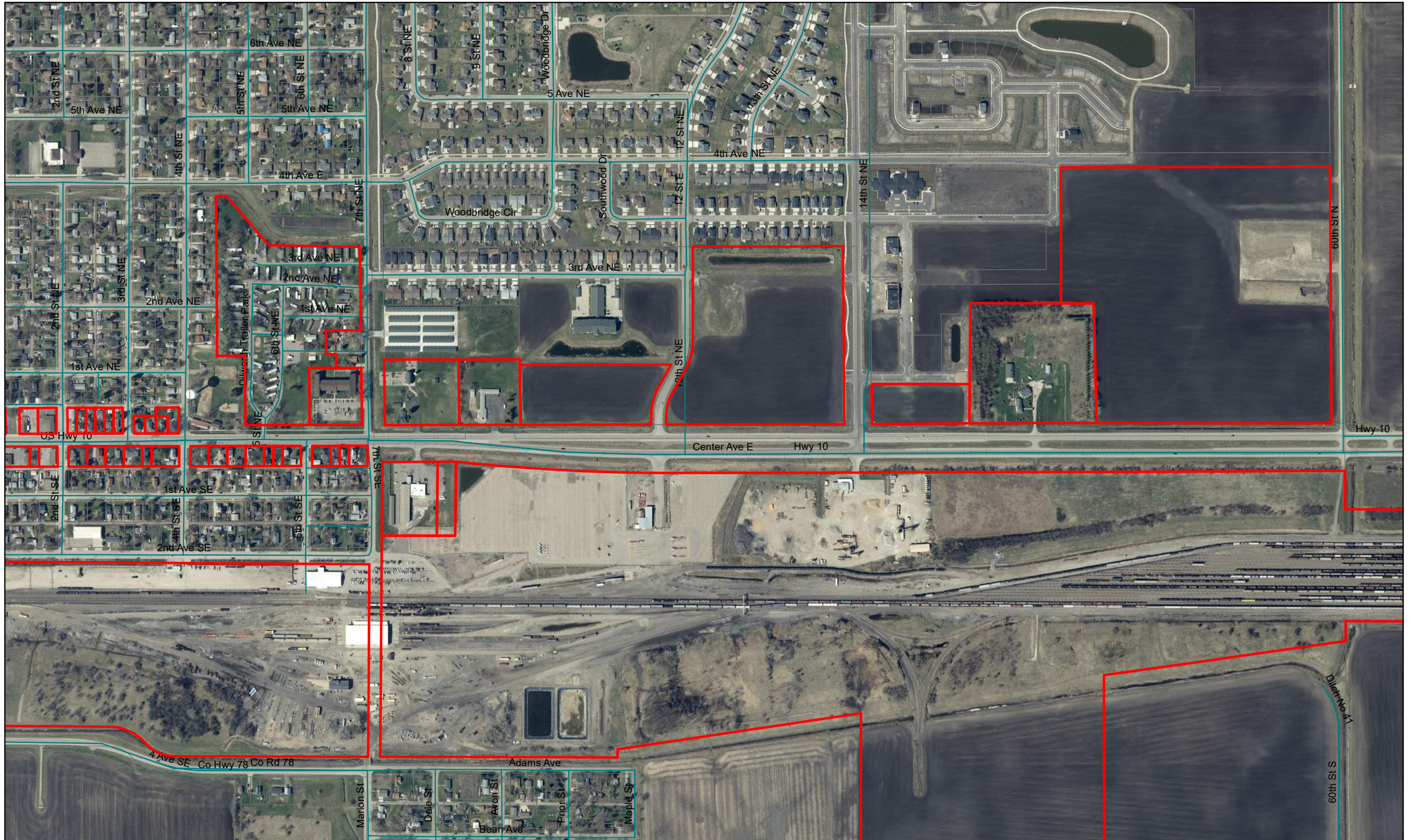


STUDY CONTACT

Brent Muscha *E: Brent.Muscha@apexenggroup.com*
Project Manager *P: (701) 373-7966*

STUDY PARTNERS





Consideration, Contract with BKV for Architectural Services for the Dilworth Fire Department

- DESCRIPTION:** With this item report is the standard AIA contract with comments incorporated from the LMC staff attorney, for the design and construction administration services of the Dilworth Fire Hall.
- As noted in the contract, the final fee amount is 6.9% of the approved project budget. The current estimated construction cost estimate is 85% of \$7,300,000, or \$6,205,000. This sets the initial fee at \$428,145, which will be finalized at the completion of the schematic design phase.
- The City of Dilworth has received \$975,000 from the federal government to apply towards this project. All architect fees are reimbursable; however, this project must be bid before the City can start to draw upon these funds. It is not anticipated this project will be bid before this time next year.
- SUGGESTED ACTION:** Motion to approve the contract with BKV for architectural services for the Dilworth Fire Hall.
- VOTING REQUIREMENT:** Simple Majority of the Voting Quorum
- ATTACHMENTS:** [Fire Hall Design - Architect Contract.pdf](#)
- SUBMITTED BY:** Peyton Mastera, City Administrator
- DEPARTMENT:** Fire Department

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 27th day of June in the year 2022
(In words, indicate day, month and year.)

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

City of Dilworth
2 First Avenue SE | P.O. Box 187
Dilworth, MN 56529-0187

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

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

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

New Dilworth Fire Station, to be located on the site of the existing fire station. The address is 709 1st Ave. NW in Dilworth, Minnesota

Per the RFP for the project the station will either use a portion of the existing building or will be an entirely new fire station. The estimated area is approximately 13,000 square feet.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

The plan is to construct a new fire station at the site of the existing fire station. It is still to be determined if the plan will involve using a section of the existing building or demolishing the existing building and building an entirely new fire station. The anticipated size for the fire station is 13,000 square feet.

§ 1.1.1 The Owner's program for the Project:

Per the RFP, the study and program were identified as the 2021 pre-design

§ 1.1.2 The Project's physical characteristics:

Site located at 709 1st Ave. NW in Dilworth, Minnesota

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Estimated total project budget is \$6.5 million to \$7.3 million. The City of Dilworth has received federal funding in the amount of \$975,000 to apply towards this project and additional \$3.794MM has been put into the Governor's recommended bonding bill package this legislative session.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

July 2022 to spring 2023

.2 Construction commencement date:

Later spring in 2023

.3 Substantial Completion date or dates:

Anticipated to occur 12 to 14 months after start of construction. This will partly depend on reusing part of the existing building or entirely new construction.

.4 Other milestone dates:

A complete project schedule will be developed and reviewed with the City at the start of the project. At that time all critical milestones will be identified.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

The exact method of procurement and delivery is still to be determined. The 2 options to be reviewed with the city could be either be through a general contractor or construction manager as advisor

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

No sustainable objectives have been identified. If the city does receive Minnesota state funding for the project it will require state B3 sustainability process.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall, unless otherwise agreed, complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

L. Peyton Mastera
City Administrator
City of Dilworth, MN
2 First Avenue SE | P.O. Box 187
Dilworth, MN 56529-0187
P: 218-287-2313

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD ?

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

This will be provided by the City. The architect will assist in obtaining proposals for the work.

.2 Construction Material Testing:

This will be provided by the City. The architect will assist in obtaining proposals for the work.

- .3** Other, if any:
(List any other consultants and contractors retained by the Owner.)

Building Commissioning:

This will be provided by the City. The architect will assist in obtaining proposals for the work.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Bruce Schwartzman, AIA
222 North Second Street
Minneapolis, MN 55401
612.790.7605

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1** Structural Engineer:

BKV Group

- .2** Mechanical Engineer:

BKV Group

- .3** Electrical Engineer:

BKV Group

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineering:

Apex Engineering Group
920 McKinley Ave, Detroit Lakes, MN 56501
Jon Pratt, PE
218.844.2582

§ 1.1.12 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Architect may reasonably rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, or other agreed-upon protocols, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or other agreed protocols, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall be responsible for the performance of the Architect's services as an independent contractor and in a good and workmanlike manner (i) consistent this Agreement; (ii) consistent with the instructions, guidance and direction of the Owner; (iii) consistent with the highest prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; and (v) as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project, the instructions of the Owner and this Agreement (the standards of this Section § 2.2 shall be referred to herein as the "Architect's Standard of Care").

§ 2.2.1 The Architect shall exercise the Architect's Standard of Care in performing all aspects of the Architect's Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Architect or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Architect ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Architect would have obtained upon the exercise of the Architect's Standard of Care."

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

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

§ 2.5 The Architect shall maintain the insurance as specified on attached certificate until termination of this Agreement. If the Owner requires insurance coverages or limits in addition to the types and limits the Architect normally maintains as shown on the attached certificate, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 [Not used]

§ 2.5.2 [Not used]

§ 2.5.3 [Not used]

§ 2.5.4 [Not used]

§ 2.5.5 [Not used]

§ 2.5.6 [Not used]

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability and any umbrella or excess liability insurance policy to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 The Architect hereby agrees, to the extent permitted by law, to indemnify and hold harmless the Owner and its officials, employees and agents against and from any claims, suits and/or legal actions of any type by third parties, including without limitation claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type, and from all judgments or decrees recovered therefore and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorney's fees, to the extent caused by the negligent acts or omissions, breaches, errors, torts or other improper unauthorized and/or unlawful acts or omissions of the Architect, its employees, agents, or contractors, and/or design defects or breaches of warranty in, caused by, or related to the Project documents. The Architect shall properly correct or remedy any defects or problems caused by or related to any of the above, to the extent possible at no cost to the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 (a) The Architect shall coordinate its services with, but (unless otherwise agreed in Section 4.1.1.20) not the services of, those services provided by the Owner and the Owner's consultants. (b) The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without prior notice to the Architect.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4 Construction Documents Phase Services

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4.5 Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly corrected by the Architect at no cost to the Owner, and the Architect will indemnify, hold harmless, and defend the Owner from all third-party claims, suits and damages, if any, resulting from the Architect's negligent acts, errors or omissions. The Owner's approval, acceptance, use of, or payment for, all or any part of the Architect's Services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder. If, due to the Architect's negligence, omission or failure to perform in accordance with the terms of this Agreement, a required item or component of the Project is omitted from the Construction Documents or if, due to such negligence, omission or failure, the Construction Documents must be modified through a Change Order, the Architect shall be responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable cost that would have been incurred by the Owner at the time of the original bid for such Project item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 If requested by the Owner, the Architect shall assist the Owner in bidding the Project by:

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

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 If requested by the Owner, the Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall keep the Owner informed of the progress and quality of the Work by a written report each month until time of Substantial Completion.

§ 3.6.2.2 Upon the approval of the Owner, The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review, but in no case shall the review time exceed two weeks from the time of receipt without prior written approval from the Owner.

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness as to cause no delay in the work. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.5.2 Where changes are proposed in which the contractor identifies that additional cost or time may be merited, whether initiated by the Owner or Contractor, the Architect shall review the associated contractor proposals for compliance with the Contract Documents, the intended scope of the direction provided, and to determine whether costs proposed by the contractor associated with the change are generally equitable."

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

§ 3.6.6.5 Subsequent to meetings with the Owner as indicated in 3.6.6.5, the Architect shall conduct a walkthrough with the Owner and Contractor to review any open warranty issues for the purpose of developing a final list of items to be corrected prior to the expiration of the final warranty period.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	In 2021 study
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Architect (site visits 2 times per month during active construction)
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided (by contractor)
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the following Owner’s consultants:	Coordinate FF&E Consultant
§ 4.1.1.21 Telecommunications/data design	TBD
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Applicable
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.29 Other services provided by specialty Consultants	None
§ 4.1.1.30 Other Supplemental Services	None

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

The items noted in Supplemental Services, table above, where noted as “architect” are in the architect’s base contract.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

1 If the Architect has agreed to provide the Supplemental Service described in Section 4.1.1.20, Architect’s coordination services shall be subject to Section 3.1.2(b) and shall be limited to managing, as Owner’s agent and as a convenience to Owner, the timing of the performance of the services of the specifically-designated Owner’s consultants and, as appropriate, incorporating such consultants’ finished work product (signed and sealed by such consultant as required by applicable law) into the Construction Documents. In no event shall Architect be responsible for the technical or professional adequacy or completeness of any work or services performed by Owner’s consultants

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors or necessary third parties;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Providing the services of special inspectors;
- .13 **Making revisions in drawings, specifications, or other documents, when such revisions are inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustment in the Owner's program or Project budget.**

§ 4.2.2 To avoid delay in the Construction Phase, the Architect may provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination, and the Architect shall not be required to continue such services. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 « Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « Twenty eight » (« 28 ») visits to the site by the Architect during construction (Note construction is anticipated to take a total duration of 14 months)
- .3 « Two » (« 2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « One » (« 1 ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «Twenty Six» («26 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect may thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. These services are not provided directly to the Architect or for the Architect's benefit.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, provided, however, that the Owner shall have no obligation to investigate for the purpose of becoming aware of faults, defects, errors, omissions, or inconsistencies.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Architect shall prepare and distribute meeting minutes within 3 business days of the meeting, during the design and construction phases of the Project.

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner shall be responsible for all permits necessary for the operation and maintenance of the completed Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's best judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 and the Architect provided all estimates of the Cost of Work, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate or due to other causes beyond Architect's reasonable control, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project or a part thereof, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect or for funding purposes, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than 30 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than 30 days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

For the work completed as of the date of the formal notification based on the Architect's and consultants' up-to-date accounting of time.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, including, without limitation, asbestos, polychlorinated biphenyl (PCB), mycotoxins and bacterial substances.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 Except as required by the Minnesota Government Data Practices Act or other law, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Percentage Basis

« six and nineteenthths » (« 6.9 ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. The final fee shall be set based on the approved project budget at the completion of the schematic design phase as approved by the City Council. The percentage is based on the total construction cost including contingencies

Based on the current estimated budget the anticipated construction cost is estimated at 85% of the \$7.3 million or \$6,205,000, setting the initial fee at \$428,145. As noted this will be finalized at the completion of the schematic design phase.

.3 Other

(Describe the method of compensation)

« In addition to the base fee, BKV will have reimbursable expenses, which would include industry standards cost such as internal and city provided printing, travel and shipping. BKV handles reimbursable expenses as a maximum, not-to-exceed amount and we will only invoice for the actual amount spent with no overhead or markups applied. Based this contract the not to exceed amount for the reimbursable expenses would be about \$24,000.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

If the City receives Minnesota State funding for the project, additional services may be required to comply with the requirements for state submission.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

For any additional services BKV will prepare a proposal for the additional work. This will be reviewed with the client and based on approval by the City the work will proceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Zero » percent («0 »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	«Fifteen »	percent (« 15»	%)
Design Development Phase	«Twenty four »	percent («24»	%)
Construction Documents Phase	«Thirty »	percent («30»	%)
Procurement Phase	«Six »	percent («6»	%)
Construction Phase	«Twenty five »	percent («25»	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Provided if required

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

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

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

See attached

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «zero» (\$ «0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective and if the parties have agreed in writing that the Architect is to advance the cost of registration fees and/or other fees payable to the Certifying Authority, an initial payment to the Architect of « zero » (\$ «0 ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to compensate the Certifying Authority for the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid « thirty » (« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1% over Prime per month. Objections to invoices not made in writing within 30 days of invoice date are deemed waived.

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »The Architect hereby represents that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, national origin or any other class protected by state or federal law. The Architect will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« BKV insurance certificate »

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)



Recognize, Local Organizations Participating in the National Child Safety Council

DESCRIPTION: The National Child Safety Councils mission is to "Prevent needless accidents and to help save lives by providing local law enforcement departments meaningful safety educational material and programs for children, adults and seniors.

Partnering with the Dilworth Police Department, the NCSC's materials are used during many events such as Nite to Unite our Halloween events and our continued Lunch with a Cop program. NCSSC produces easy to follow pamphlets, coloring books and educational materials for all ages on many topics.

Chief Sharpe will be recognizing the local organizations that partner with the DPD on this program.

Supporting Organizations

American Crystal Sugar Co.
Bell Bank
Bert's Truck Equipment of Moorhead, Inc.
Carpet Garage
Choice Financial Bank
Dilworth Lions Club
Dilworth Lutheran Church
Dilworth Presbyterian Church
D-S Beverages, Inc.
Edeen Family Dentistry
Fix it Forward Auto Care, LLC
Northwestern Bank
River Valley Church
United Savings Credit Union

SUGGESTED ACTION: N/A

VOTING REQUIREMENT: N/A

ATTACHMENTS: N/A

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: Police Department

**Resolution 22-27, Accepting a Donation from McLaughlin Auctioneers
for Lunch With A Cop**

- DESCRIPTION:** McLaughlin Auctioneers has made a donation of \$200 for the Police Department to use for Lunch with a Cop. A resolution must be passed to accept this donation.
- SUGGESTED ACTION:** Motion to approve Resolution 22-19, Accepting a donation from McLaughlin Auctioneers for Lunch with a Cop.
- VOTING REQUIREMENT:** Simple Majority of the Voting Quorum
- ATTACHMENTS:** [Resolution 22-27, Accepting a Donation from McLaughlin Auctioneers for Lunch With a Cop.doc](#)
- SUBMITTED BY:** Angela Miller, Administrative Assistant
- DEPARTMENT:** Police Department

RESOLUTION 22-27

ACCEPTING A DONATION FROM MCLAUGHLIN AUCTIONEERS FOR LUNCH WITH A COP

WHEREAS, The City of Dilworth is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, McLaughlin Auctioneers desires to make a donation to the City of Dilworth Police Department;

<u>Name of Donor</u>	<u>Amount</u>
McLaughlin Auctioneers	\$200

WHEREAS, the above donation is dedicated for Lunch with a Cop; and

WHEREAS, The City Council finds that it is appropriate to accept the donation offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DILWORTH MINNESOTA, AS FOLLOWS:

1. The donation described is accepted and shall be used for Lunch with a Cop.
2. The City Administrator is hereby directed to issue a receipt to the donor acknowledging the city's receipt of the donor's donation.

ADOPTED by the City of Dilworth the 27th day of June, 2022.

MAYOR: _____
Chad Olson, Mayor

ATTEST: _____
L. Peyton Mastera, City Administrator

Discussion, Hiring a Consultant for Strategic Planning

DESCRIPTION: To my knowledge the City of Dilworth has never done any formalized long term strategic planning or goal setting initiatives. This would provide an opportunity for Council to properly put in writing their official "vision" of what it sees the community being and sets milestones for how to accomplish this. It does not mean all milestones will be quickly reached, but it does lay the foundation for decision making being done in a pragmatic way with the stated goals and objectives of the community being part of the decision making process.

I have spoken with four different consultants on their methodology and prior work experience with strategic planning. My plan was to review these proposals with Community Development Director Lorsung and come back at the next City Council meeting with a recommendation, if this is something the City Council would like to undertake. The price of a strategic plan (for what Dilworth needs), would probably range from \$3,000 - \$10,000, depending upon the type of consultant we would look to hire.

Attached are a few examples of strategic plans.

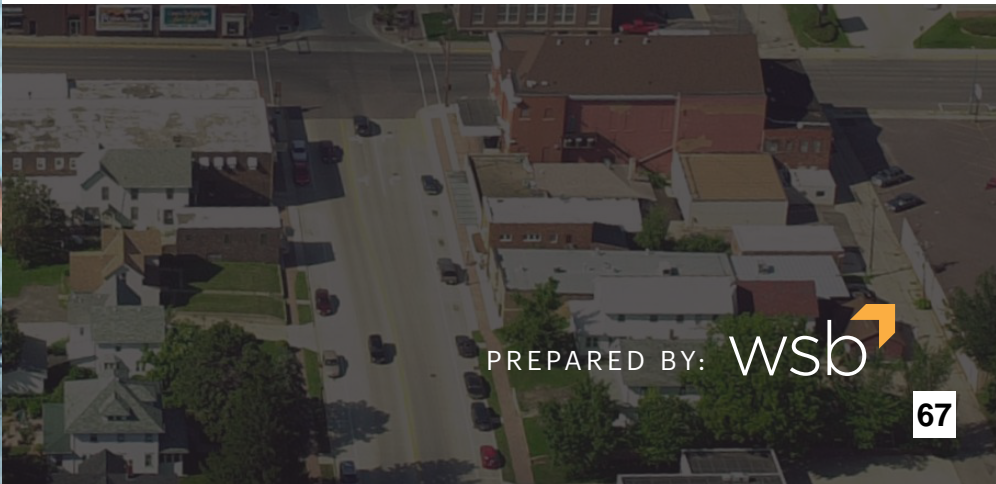
SUGGESTED ACTION: N/A

VOTING REQUIREMENT: N/A

ATTACHMENTS: [City of Fairmont Strategic Plan.pdf](#)
[City of Carver Strategic.pdf](#)
[City of Ostego Strategic Plan.pdf](#)
[City of Moorhead Strategic Plan.pdf](#)

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall



FAIRMONTTM

CITY OF FAIRMONT

Strategic Plan

PREPARED BY: **wsb**

Process



The City of Fairmont undertook a strategic planning process in April of 2021. The process included individual meetings with the consultant as well as a 1 day facilitated session on Tuesday, April 13th. The session included:

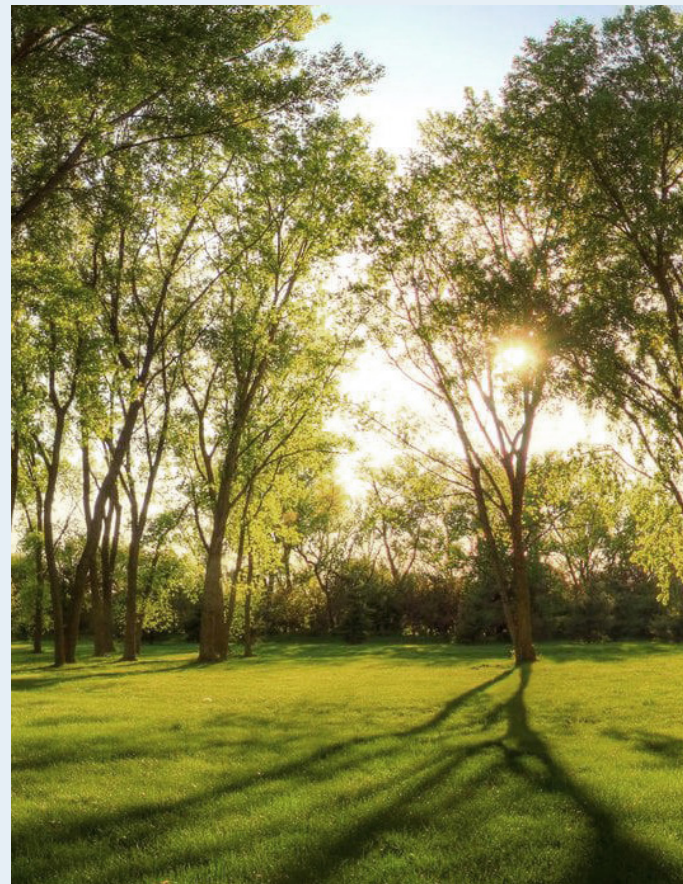
- Team building
- Mayor, Council, and Staff expectation presentations
- A discussion on roles and responsibilities
- A SWOT analysis for the community
- Discussion on Vision, Mission, and Priorities
- Discussion on metrics for measuring success

Participants included:

- Mayor Debbie Foster
- Councilmember-At Large Michele Miller
- Ward 1 Councilmember Bruce Peters
- Ward 2 Councilmember Britney Kawecki
- Ward 3 Councilmember Randy Lubenow
- Ward 4 Councilmember Wayne Hasek
- City Administrator Cathy Reynolds
- City Clerk Patty Monsen
- Finance Director Paul Hoye
- Economic Development Coordinator Linsey Preuss
- Director of Public Works/City Engineer Troy Nemmers
- Chief of Police Mike Hunter

Consultants

- Bart Fischer, WSB
- Dan Pfeiffer, WSB



This plan summarizes the discussions from the individual meetings and facilitated session. It is intended to be a working document that is fluid as it elicits continued discussion on the vision, mission and priorities for Fairmont.

Mission

Deliver high quality service while striving to make Fairmont a place where people want to be.

Vision

A Thriving Fairmont

Goals

MAXIMIZE COMMUNITY POTENTIAL

- Emphasize development potential
- Promote community as a location for remote work
- Focus on Re-Development Opportunities
- Support a range of housing options
- Focus on childcare challenges
- Create an environment that fosters community and business growth
- Take calculated risks and a progressive approach
- Support our business community
- Develop and adopt new zoning code
- Improve online platforms for service delivery
- Promote a vibrant downtown
- Promote community as a regional hub for business development

CULTIVATE A CULTURE OF TRUST, EFFECTIVE COMMUNICATION, AND COLLABORATION

- Focus on effective, inclusive, and respectful communications
- Expand upon internal and external communications
- Encourage citizen engagement
- Maintain open and transparent government
- Encourage positive communication
- Build relationships with all members of our community
- Build and strengthen partnerships
- Explore methods to engage our diverse population in all aspects of the community
- Conduct community meetings at locations around the community

ENHANCE AND PROTECT COMMUNITY AMENITIES AND INFRASTRUCTURE

- Focus on infrastructure maintenance and repair
- Protect and promote our lakes
- Provide accessible, clean, friendly parks and trails
- Encourage, support, and enhance community events
- Provide a safe community
- Seek alternative funding sources and grants

Priorities



This chart represents the priorities gleaned from the strategic planning session as well as the individual meetings. This list is meant to be fluid and adaptable. It is recommended that the Fairmont Team discuss target timelines and lead people/persons for each.

PRIORITY	TARGET	LEAD
EFFECTIVE INTERNAL COMMUNICATION & COLLABORATION		
<ul style="list-style-type: none"> • Build Trusting Relationships • Create Open Lines of Communication between Council & Staff • Educate Councilmembers and other Staff • Collaboration 		
EFFECTIVE EXTERNAL COMMUNICATION & COLLABORATION		
<ul style="list-style-type: none"> • Gain & Maintain the Community's Trust • Collaboration • Website Overhaul • Improve Positive Messaging • Celebrate Successes • Regular City Newsletter • Community Listening Sessions with Council & Staff • Recommendation: Strategic Communications Plan Development 		
MARKETING/STORY TELLING OF FAIRMONT AS THE PLACE TO LIVE AND BE IN THE REGION.		

PRIORITY	TARGET	LEAD
<p>UPDATED INFRASTRUCTURE MAINTENANCE, REPLACEMENT, AND FUNDING PLAN.</p> <ul style="list-style-type: none"> Alternative funding options (i.e. franchise fees, infrastructure charge, special assessments) 		
<p>ENHANCE, CREATE, AND MAINTAIN AMENITIES</p> <ul style="list-style-type: none"> Downtown Lakes/Recreation Community Center development Underutilized/Unused amenities Campground Development 		
<p>DEVELOPMENT/JOBS POTENTIAL</p> <ul style="list-style-type: none"> Research Community Development Software 		
<p>ANALYZE THE DEVELOPMENT AND SALE OF THE DAY FARM</p>		
<p>ANALYZE THE HIRING OF IT, HR & COMMUNITY DEVELOPMENT POSITIONS.</p>		
<p>CITY CODE UPDATE</p>		
<p>BUILDING INSPECTORS</p> <ul style="list-style-type: none"> Improve perception Community relations 		
<p>SUCCESSION PLANNING/TRANSITIONAL LEADERSHIP AT COUNCIL AND STAFF LEVELS</p>		
<p>SAFE COMMUNITY - POLICE DEPARTMENT</p> <ul style="list-style-type: none"> Focus on Code Enforcement...CSO Focus on victim services...Victim Services Investigator 		

SWOT Analysis



Fairmont's Strengths

- Clean, safe water
- Streets
- Police Department – Safe Community
- Schools
- Hospital/Medical Facilities
- Lakes
- Trails
- Broadband within City Limits
- Community Engagement
- Low Taxes
- Potential Development/Revenue
- City-Owned Lakefront
- Potential Tourism Revenue

Fairmont's Weaknesses

- Aging Infrastructure
- Perception of Building Inspectors as Obstructionists
- Post-Secondary Schooling Options
- Broadband outside of City Limits
- Everything is Aging – People and Infrastructure
- Public Engagement Expectations
- Lack of Revenue for Needs
- Last of the City-Owned Lakefront

Fairmont's Opportunities

- Online Post-Secondary Education
- Trade & Professional Jobs
- Leadership Teams' ability to take Calculated Risks
- Improvement of Built Environment – Re-Development
- Lakeshore Preservation
- Tourism
- Capture of Remote Workforce

Fairmont's Threats

- Post-Secondary Educational Options
- City Finances/Local Government Aid (LGA)
- Regulatory/Unfunded Mandates from Feds, State, County
- Staffing Levels
- Leadership Team being Risk Adverse
- Municipal Liquor Store (The loss of revenue if this goes away.)
- Impact on Shoreline and Water Quality of Lake

Roles & Responsibilities



MAYOR/COUNCIL ROLES & RESPONSIBILITIES

- Set policy and direction
- Focus on the big picture and the end goal
- Build trusting relationships with staff, stakeholders, and the community
- Effectively communicate with staff
- Ask staff questions
- Listen and seek to understand policies, rules, and requirements
- Trust that staff are knowledgeable experts in their roles and experiences and have the best interest of Fairmont in mind
- Realize staff's role is to provide information, advice, and process recommendations in order for you to make an informed decision
- Seek to understand the whole picture/issue
- Avoid changing course to evade short-term hurdles and understand that sidestepping the process can get the city in trouble and be costly
- Address performance issues in private

STAFF ROLES & RESPONSIBILITIES

- Implement the Mayor & Council's policy and direction
- Build trusting relationships and effectively communicate with the Mayor & Council
- Answer Mayor & Council questions and ask them questions to clarify their intent
- Listen and seek to understand the Mayor & Council's point of view
- Trust that the Mayor & Councilors have a deep knowledge, understanding of, and passion for the Community
- Realize that the Mayor & Councilors do not "live and breathe" the local government process everyday
- Seek to understand the whole picture and not just one side of an issue
- Provide the messaging the Mayor & Council need to successfully communicate with residents and stakeholders
- Seek to help the Mayor & Councilors succeed in their roles
- Continuously strive for ways to make the process of local government efficient and effective

The key for everyone is to keep the lines of communication open in an effort to respectfully listen and understand, which all lead toward an attitude of partnership and consensus around what is best for the Community.

Summary/Conclusion



The 2021 Fairmont Strategic Planning Process allowed the Mayor, City Council, and City Staff to begin thinking through and discussing the vision, mission, and priorities for Fairmont. The process allowed for listening and better understanding of individual goals in an effort to collaborate and move forward with a list of priorities.

It is recommended that opportunities are created throughout the year for continued discussion and refinement by the Fairmont Team of the vision, mission, and priorities as laid out in this document. This will be vital in keeping the lines of communication open for collaboration, understanding, the building of trusting relationships, and the continued momentum in creating a successful Fairmont.



STRATEGIC ACTION PLAN 2021-2022



Communications and Engagement			
Project	Target	Progress	Project Lead
Refresh “New Resident Welcome Guide.”	Spring 2022		Vicky Sons-Eiden Nicole Krause
Obtain training for City Council and Department Heads on bias and inclusion.	Fall 2021		Brent Mareck
Use inclusionary and plain language when developing communication materials, updating code sections and policies, and other City documents.	On-Going		All Staff
Coordinate welcome events in parks to promote community, engagement, and education with residents.	Spring 2022		Brenda Good Chaska Recreation Staff
Prepare an analysis related to costs, strategy, and staffing in the area of communications and media.	Spring 2022		Brent Mareck
Prepare an annual and user friendly Resident’s Guide to educate and share information regarding the City’s water service.	Winter 2022		Chad Shell Dan Lonnes Nicole Krause
Discuss the possibility of large event permitting and regulations.	Winter 2021		Brent Mareck

NOTES:

Community Development			
Project	Target	Progress	Project Lead
Coordinate a workshop with the Carver County CDA to learn and discuss housing issues in the areas of life-cycle, affordability, first time home buyers, and housing programs (i.e. land trust). Follow-up at a future meeting to discuss desired outcomes and create a corresponding Action Plan.	Fall 2021		Erin Smith
Review sample building and design regulations for commercial and industrial buildings. Review and discuss sample ordinances, cost impact to regulations, and overall perspectives on different approaches.	Winter 2022		Erin Smith
Discuss and define commercial, industrial, and mixed zoning uses within the Comprehensive Plan. Define uses for application within the Zoning Ordinance to set expectations and standards for the City’s key commercial and industrial areas.	Spring 2022		Erin Smith

NOTES:

Downtown Development			
Project	Target	Progress	Project Lead
Perform an analysis related to the future use of the Church By The River.	Winter 2022		Vicky Sons-Eiden Brent Mareck
Develop a concept plan and costs to consider the redevelopment of Riverside Park as a hybrid active and passive use park...working to highlight natural features and the location of the park.	Winter 2021		Erin Smith Chad Shell
Prioritize the demolition of the Public Services Garage as a means to spark a catalyst development project on that site.	Fall 2022		Brent Mareck Chad Shell Erin Smith

NOTES:

Infrastructure Management			
Project	Target	Progress	Project Lead
Develop a corridor plan for County Road 40 that includes a trail system into the downtown. This corridor plan should be established prior to or in coordination with the Carver County turn back negotiations that will be forthcoming between Carver and Carver County.	Winter 2021		Dan Lonnes Erin Smith Brent Mareck
Develop a budget and recommended timeline for recoating of the Carver Water Tower north of 212.	Summer 2021		Dan Lonnes Chad Shell Erin Smith
Provide an opportunity for the City Council to review strategies for future mass transit and the future use of Carver Station.	Summer 2021		Erin Smith Brent Mareck
Review and prioritize projects within the Parks Master Plan.	Fall 2021		Erin Smith

NOTES:

Organizational Development			
Project	Target	Progress	Project Lead
Prepare costs and a position description for a new Finance Director position to be considered with the 2022 Budget.	Summer 2021		Brent Mareck
Consider needs in Communication, Fire, and all other areas of staffing within the next revision to the Long-Term Financial Plan.	Summer 2021		Brent Mareck
Develop a needs assessment and strategy for information technologies support.	Summer 2021		Vicky Sons-Eiden
Conduct an annual employee survey to measure organizational culture and identify opportunities for growth and development.	Winter 2021		Brent Mareck
Provide an overview of the City’s standing and progress within the Green Step Cities program, including a discussion on possibility of adding electric vehicles to the City’s fleet.	Summer 2022		Erin Smith

NOTES:

City of Otsego

STRATEGIC PLAN

2020



CITY OF OTSEGO VISION

The Visioning Process looks out into the foreseeable future and imagines what is possible.

Otsego looked to the future during the visioning process in 2018 and reviewed the work in 2020. The statements are as relevant today as then in describing the community we all want. The statements below are stated as the outcome of work that will be started or is currently underway. The vision is intended to be a long-lasting aspiration that may never be fully realized but always improved upon.

SAFE AND HEALTHY COMMUNITY



Otsego has proactively expanded infrastructure to responsibly provide core services



Otsego has committed to delivery of quality emergency service responsive to community needs and expectations in a cost-effective manner

CULTURE



Otsego has a strong organization that is committed to team and individual development for excellence



Otsego has an organization committed to leading the community through innovative communication

QUALITY OF LIFE



Otsego is a social community with diverse housing, service options, and employment opportunities



Otsego is a distinctive, connected community known for its beauty and natural resources

Strategic Direction One: **POSITIONING FOR GROWTH**

This strategic direction is designed to ensure the sustainability of the community through planning and investment in growing infrastructure needs and proper development of property.

Goals:

- *Provide quality services as we grow*
- *Increase financial stability*
- *Identify and respond to trends in development*

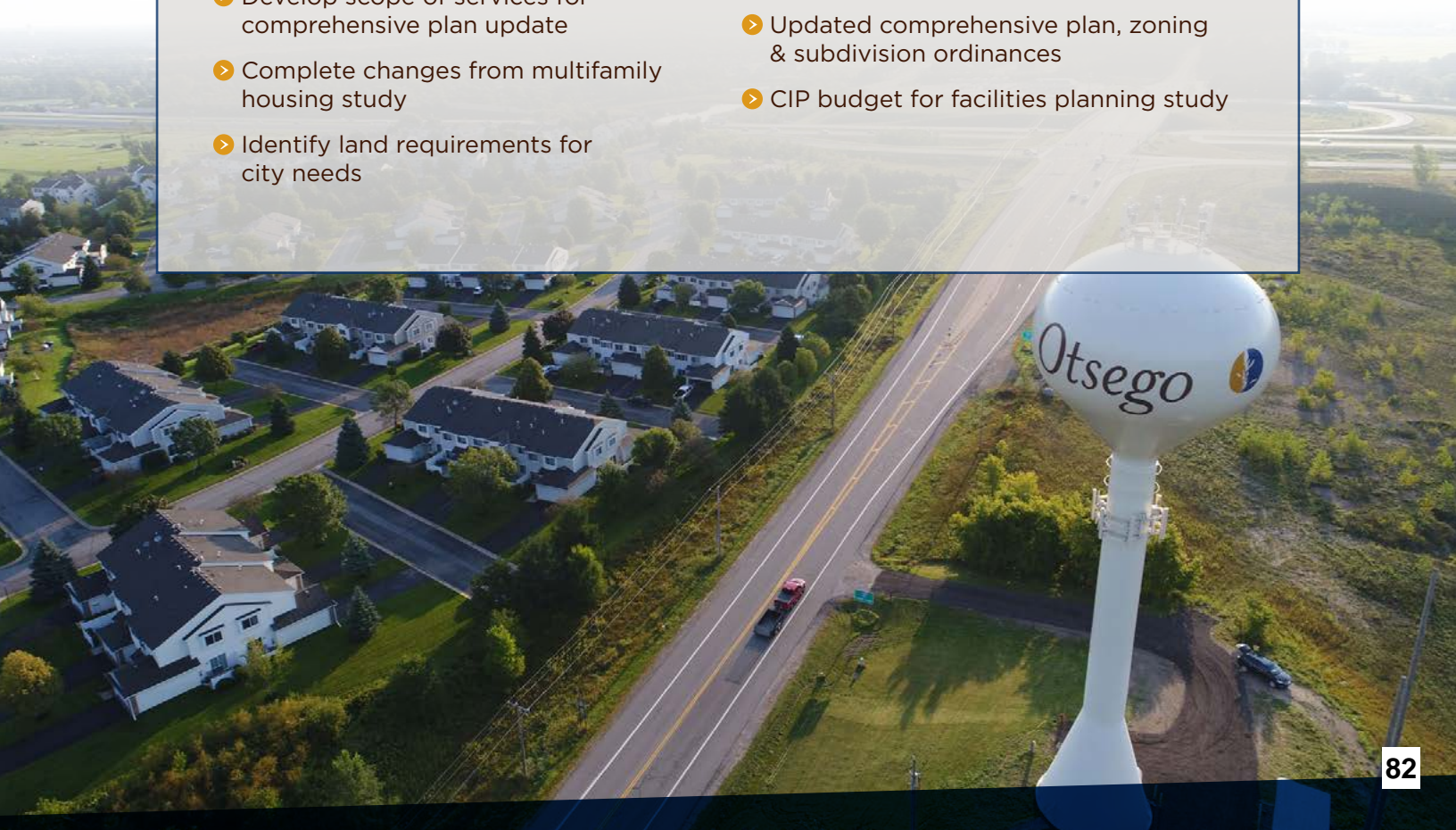


FIRST YEAR ACTIONS

- Utility rate study
- Conduct community survey
- Evaluate sewer capacity
- Develop scope of services for comprehensive plan update
- Complete changes from multifamily housing study
- Identify land requirements for city needs

2-YEAR RESULTS

- Maintained AA+ Bond Rating
- Statutory authority for transportation fee
- 500 additional dwelling units
- Updated comprehensive plan, zoning & subdivision ordinances
- CIP budget for facilities planning study



Strategic Direction Two: **ENGAGING STAKEHOLDERS**

The City wants to engage with community members and area leaders to establish 2-way communication and connect on areas of mutual interest. Communication efforts are intended to help leaders understand community needs and wants, share viewpoints and information on projects, and establish a trusting, welcoming atmosphere throughout the City to attract quality builders and new businesses.

Goals:

- *Refine and improve outreach systems*
- *Build and strengthen intergovernmental cooperation and collaboration*
- *Create interest in Otsego and attract development*



FIRST YEAR ACTIONS

- Proactively communicate growth
- Expand joint powers agreement with isd 728 community education
- Renew expiring fire contracts
- Lobby for transportation fee authority
- Work with chambers to improve business outreach
- Develop a communication plan

2-YEAR RESULTS

- New fast-food or fast-casual dining option
- City owned industrial lot sold and developed
- Approved joint powers agreement with community education
- Improved access to dnr properties
- Statutory authority for transportation fee
- Increased connection with business community

Strategic Direction Three: **EMPOWERING THE ORGANIZATION**

City leaders recognize the importance of recruiting, developing, and retaining a high-quality, dedicated workforce. Investing time and resources into the technical and leadership capabilities of the employees will position the City to have self-driven, pro-active team-members throughout the organization.

Goals:

- *Increase staff engagement practices*
- *Develop skills and build team*



FIRST YEAR ACTIONS

- Increase employee and supervisor communications
- Adopt best practices in performance reviews
- Establish an employee survey
- Establish organization wide-values
- Identify low-cost and/or free training opportunities
- Implement policy minimum annual training requirements

2-YEAR RESULTS

- Survey data showing employee engagement and satisfaction
- Employees understand and feel connected to Strategic Plan
- Organization culture, values and behaviors are clear
- Improved employee performance review process



STAY CONNECTED!

As a member of the Otsego Community, we understand the importance for you to keep up with the latest news about the City where you to choose to live and/or work!

For the latest City of Otsego news and information other than the City website, check out:

PUBLICATIONS

The City of Otsego has officially designated Elk River Star Newspaper to publish legal notices and ads. The Star News also carries articles of local interest to the community. If you do not receive this paper you have the option to pay for an subscription or pick up a free copy at City Hall.

OTSEGO VIEW

The City's quarterly newsletter is mailed to all Otsego households and businesses.

RECREATION ACTIVITIES

The Parks and Recreation Department publishes their recreation activities in the Otsego View. The spring and summer programs are published in the spring edition and they also publish activities in the fall and winter editions as well. Registration is required for most programs.

Visit <https://otsego.recdesk.com/Community/Program>

WRIGHT COUNTY CITIZEN ALERT SYSTEM

Get alerted about emergencies and other important community news by signing up for Citizen Alert System. This system will provide you with critical information quickly in a variety of situations, such as missing persons and evacuations of buildings or neighborhoods.

CITY OF OTSEGO APP

This app allows residents to receive push notices, submit code enforcement items, view calendar of events, view maps, get directions to City parks and so much more from their phones or devices and is also web based from the City website.

SOCIAL MEDIA



Please let us know if you would like to get more involved with the City, more informed, or both. We are happy to hear from you and to partner to make Otsego a great community! Come to our meetings, we look forward to hearing from you!

**Otsego City Council
City Hall**

13400 90th Street NE
Otsego, MN 55330

Office #: 763-441-4414
cityhall@ci.otsego.mn.us



Strategic Plan + Objectives

500 Center Avenue
Moorhead, Minnesota

p. 218.299.5166
www.cityofmoorhead.com

Table of Contents

- I. Strategic Planning Team..... 2
- II. How to Use the Strategic Plan..... 3
- III. Introduction..... 4
- IV. Mission, Vision and Values 5
- V. Strategic Initiatives 6
- VI. Ensuring a Living Plan21

2019 Strategic Planning Team

Moorhead City Council

Johnathan Judd	Mayor
Shelly Dahlquist	City Council – Ward 1
Sara Watson Curry	City Council – Ward 1
Heidi Durand	City Council – Ward 2
Shelly Carlson	City Council – Ward 2
Deb White	City Council – Ward 3
Joel Paulsen	City Council – Ward 3
Chuck Hendrickson	City Council – Ward 4
Steve Gehrtz	City Council – Ward 4

Moorhead City Staff

Chris Volkers	City Manager
Dan Mahli	Assistant City Manager
Lisa Bode	Governmental Affairs Director
Rich Duysen	Fire Chief
Holly Heitkamp	Parks and Recreations Director
Kristie Leshovsky	Community Development Director
Karla McCall	Finance Director
Shannon Monroe	Police Chief
Steve Moore	Public Works Director
Chris Radi	Information Technology Director
Bob Zimmerman	Engineering Director / City Engineer

How to Use the Strategic Plan

Within each Strategic Initiative, there are Goals, Objectives, and Tasks that are developed by staff based on direction from the City Council and input from subject-matter experts. A planning committee and technical committee helped to ensure the recommendations are feasible and integrated across City departments.

The purpose of the Objectives and Tasks (operational plans) is to promote the accomplishment of the Strategic Initiatives and Goals (strategic plan), and ultimately the City's mission and vision. Each Task contributes to the performance of an Objective. Each Objective promotes the effectiveness of a Goal, and ultimately the Strategic Initiatives, which enhances the City's ability to serve the public and promote the achievement of the Strategic Plan.

Taken collectively, Moorhead has a strong Strategic Plan with goals that can be measured to rate performance. We call it a living plan because it establishes a common vision and provides a primary direction for decision makers. The living plan will continue to evolve through a periodic review process as the needs of the community grow and change. This is an ambitious process intended to boost the area's economy, improve quality of life, and foster the advancement and prosperity for generations to come.

In order to accomplish the goals and deliver results, we believe this endeavor should be energizing and fun, while also organized and rigorous for ourselves, our team, and our mission. This effort is contingent on one thing – individual behavior. Moorhead has multiple individuals, from multiple sectors, working on a shared vision, and willing to get up and lead from where they sit. It is already happening – all this so we can be a more courageous, kind, smart, and loyal community.

Introduction

Moorhead is a river city in northwestern Minnesota, incorporated in 1881. We are located in the heart of the Red River Valley on the Minnesota-North Dakota border. We are the county seat of Clay County. Moorhead is a regional center for culture, commerce, and higher education. Our good neighbor to the west across the Red River is Fargo, North Dakota. Our good neighbor to the immediate east is Dilworth.

Moorhead is a vibrant member of a growing metropolitan community. We are distinct because of our quality educational system, plentiful parks and strong, diverse neighborhoods. Our City footprint is 22 square miles with a population of approximately 43,000 residents. We have operated under the council-manager form of government since 1985. Policy-making and legislative authority are vested in our City Council, with the Mayor and eight Council Members representing four wards.

Why Plan?

The strategic planning process to establish a vision, define values and adopt goals created the foundation for our living plan for the City of Moorhead. In conjunction with department directors, the Mayor and City Council underwent a seven-month process, starting in November 2017, to build consensus on the mission, vision, values, strategic initiatives and goals for our community.

Cities are living, ever-changing entities that continually evolve. In recognition of this, the City Manager, Honorable Mayor, City Council and Staff addressed these questions:

What makes Moorhead unique?

- What are current and future priorities for the city?
- How does the city encourage citizen, business and institutional involvement?
- How can the City support innovation, collaboration and inclusivity?

This Strategic Plan:

- Establishes the mission, vision and values of Moorhead
- Outlines seven strategic initiatives that are the foundation of the strategic plan:
 1. Identity
 2. Governance and Teamwork
 3. Infrastructure
 4. Economy
 5. Community Safety and Wellbeing
 6. Communication
 7. Partnerships
- Documents the goals jointly developed by the Council and staff
- Guides the development of the Operations Plan by the City staff
- Will provide the framework for future budgeting processes
- Will include our community through honest and responsive governance, management and citizenship

Mission, Vision, Values

Mission

To secure the benefits of local self-government and promote honest, accountable governance, provide for appropriate municipal services, encourage citizen participation, and foster a sense of community.

Vision

To develop a clear direction for our future, a living plan driven by a compelling sense of purpose, a deep pride, and commitment to our community.

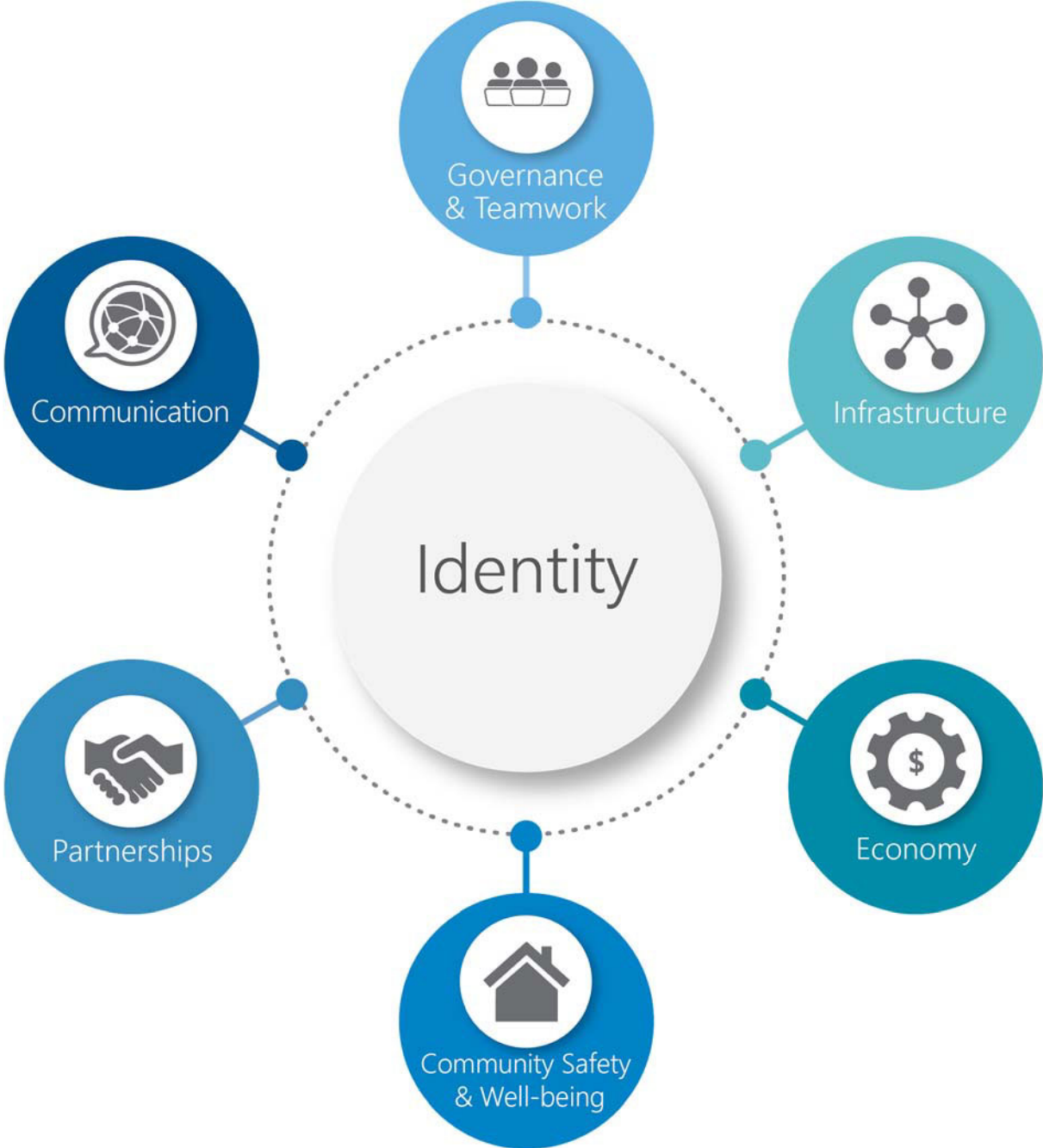
Values

Integrity – Our foundation for service and effective governance is built upon honesty, responsibility, accountability, openness, and humility.

Service - We strive to be servant leaders in our community and build a team that puts the needs of our community first.

Commitment - We require a personal commitment from each staff member and elected official to work together and develop efficient, enduring processes to achieve common goals.

Strategic Initiatives



Strategic Initiatives

1. IDENTITY

Work together to build a community that is engaged, energized, optimistic, and looks out for one another. Clearly define who we are at our core – our unique, enduring, and differentiating attributes – and develop our competitive strategies and brand presence from those foundational realities.

2. GOVERNANCE & TEAMWORK

Through the development of bold leadership, best practices and a collaborative and responsive team of professionals, govern with professional excellence (mayor & city council) and manage city operations with professional excellence (city manager and staff).

3. INFRASTRUCTURE

Ensure well-maintained, functional, and sustainable infrastructure (streets, utilities, housing, facilities, transportation and parks,) to support our existing community and to support growth and development.

4. ECONOMY

Expand economic opportunity by creating a climate which enables our community to thrive.

5. COMMUNITY SAFETY & WELL-BEING

Protect and promote well-being and safety to create a strong community.

6. COMMUNICATION

Develop proactive conversation to strengthen our connection with the community and to create a compelling sense of purpose, deep pride, and commitment.

7. PARTNERSHIPS

Leverage partnerships to enhance public services and quality of life in the most sound and responsible manner.

Identity

Work together to build a community that is engaged, energized, optimistic, and looks out for one another. Clearly define who we are at our core – our unique, enduring, and differentiating attributes – and develop our competitive strategies and brand presence from those foundational realities.

Goal – Envision Moorhead

Objectives



Identify, Understand and Leverage Moorhead's Distinctive Characteristics

Goal – Strengthen Connections & Create Places Where People Want to Gather

Objectives



Seek Opportunities and Funding to incorporate unique and memorable features in development throughout the city

Through the development of bold leadership, best practices and a collaborative and responsive team of professionals, govern with professional excellence (mayor & city council) and manage city operations with professional excellence (city manager and staff).

Goal – Develop Internal Infrastructure to Support the Execution of the Strategic Plan and Operations Plan

Objectives

- Ensure the Strategic Plan and Operational Plans are Living, Enduring Strategies
- Align Department Goals and Activities with Staff and Operational Plan Development
- Develop Guiding Documents That Provide Community Input and Lead City Efforts

Goal – Allocate Resources to Maintain Service Levels Commensurate to Community Needs and Growth

Objectives

- Ensure City Staffing, Facilities, and Programs are Effective, Efficient, and Sustainable to Meet the Needs of a Growing Community and Uphold a Commitment to Fiscal Health
- Analyze City-Wide Information Technology Needs
- Maintain Appropriate Staffing Levels Commensurate with Community Growth

Ensure well-maintained, functional, and sustainable infrastructure (streets, utilities, housing, facilities, transportation and parks,) to support our existing community and to support growth and development.

Goal – Provide Comprehensive and Effective City Facilities and Land Management

Objectives

- Develop a 5-year facilities Capital Improvement Plan (CIP) by the End of 2018
- Evaluate Facility Space and Use Commensurate with the Needs of our Community
- Reduce Operations and Maintenance Costs for City Facilities
- Develop Planning Documents for Sustainable Extension of Utility Service Area
- Plan, Design, and Construct Development and Infrastructure to Support Community Growth

Goal – Provide Safe, Well-Maintained, and Sustainable Transportation Systems and Infrastructure to Support Our Existing Community and to Support Smart Growth

Objectives

- Complete Annual Update to the 5-year Transportation Capital Improvement Plan (CIP)
- Ensure Safe and Maintained Bridge Infrastructure

- Evaluate and Implement Maintenance Plans to Achieve 80 Pavement Condition Index (PCI)
- Improve and Sustain Traffic Safety and Operations
- Optimize and Enhance Snow / Ice Control Operations
- Mitigate Railroad Impacts
- Optimize and Enhance Mass Transit and Mobility Options Available to the Public, Including Fixed Route and Paratransit Service Accessibility
- Increase Multi-Modal Opportunities While Improving and Maintaining Existing Sidewalks, Bike Paths, and Trails
- Sustain and Optimize Street Lighting
- Promote Growth and Development of the Moorhead Airport Along with Ensuring a Safe and Well-Maintained General Aviation Airport

Goal – Support Environmental Sustainability to Benefit Our Economy and Our Community

Objectives

- Reduce City of Moorhead Energy Consumption by 25% From 2018 Baseline by 2025
- Achieve Green Step City Level 3
- Increase Land Fill Diversion Rate by 5% From 2017 Baseline by 2022
- Sustain and Increase our Urban Forest
- Prepare for Emerald Ash Borer (EAB) Impacts

Goal – Provide Safe, Well-Maintained, and Sustainable Wastewater, Stormwater, and Utility Systems

Objectives

- Effectively Manage Use of Public Right of Way
- Municipal State Aid Street (MSAS) System Management
- Wastewater Programs and Regulatory Compliance
- Stormwater Programs and Regulatory Compliance
- Wastewater Operations and Maintenance
- Stormwater Operations and Maintenance
- Wastewater Asset Management & Master Planning
- Wastewater Partnerships
- Stormwater Partnerships

Goal – Develop and Implement a Vision for Parks and Public Spaces to Improve Quality of Life, Ensure a Healthy Environment and Attract Residents

Objectives

- Develop a Comprehensive Parks Plan That is Affordable, Executable, and Sustainable
- Enhance Our Parks Systems and Provide Safe and Well-Maintained Parks
- Develop a Comprehensive Recreational Program Plan
- Optimize Operations and Maintenance of Park and Right-of-Way Areas to Reduce Costs While Improving the Appearance of the Community
- Support the Long-Term Community Vision and Goals Outlined in the Moorhead River Corridor Master Plan to Create an Attractive River Corridor
- Develop Requests for Proposals and Scoring Criteria for Third Party Vendors
- Optimize Levee Maintenance Plan
- Expand GIS Hub and Open Data Capabilities for Support of Community Development and Economic Development

Expand economic opportunity by creating a climate which enables our community to thrive

Goal – Ensure State and Local Policy Address Border City Disparities

Objectives

- Preserve & Expand State Border City Legislation – Disparity Reduction Credit, Border City Development Zone, and Border City Enterprise Zone Programs
- Pursue State and Federal Grant Programs and Initiatives

Goal – Target Public Investments and Policies That Promote Private Investments to Create a Vibrant and Dense Downtown

Objectives

- Provide Competitive but Responsible Economic Development Incentives Targeted for Downtown Development
- Set the Stage for Downtown Redevelopment

Goal – Ensure That the Quality of Life in Moorhead is Attractive and Remains Competitive in the Fargo-Moorhead Metro Area

Objectives

- Review and Evaluate Cost of Living Initiatives
- Create an Environment Conducive to Business Growth

Goal – Promote an Environment for Businesses to Prosper

Objectives

- Develop Initiatives that Support Business Retention and Expansion
- Create an Environment Conducive to Business Growth

Goal – Develop Sustainable and Economic Methods for Retention or Sale of City Properties

Objectives

- Develop Plans, Initiatives and Marketing efforts for City Properties That Have the Potential for Development

Protect and promote well-being and safety to create a strong community

Goal – Ensure That the Public Safety Programs of the City – Police and Fire Protection – Stay in Tune with the Community’s Needs and Growth Through Proactive Planning and Support

Objectives

- Determine Best Practices for Assessing and Improving Service Delivery Utilizing Center for Public Safety Excellence Accreditation Model
- Analyze ways to Maintain and Improve Our Community’s Fire Service Rating to Reduce Insurance Costs for All Buildings in the City
- Develop Tools and Strategies to Analyze Future Emergency Response Needs for the Community

Goal – Improve the Effectiveness of the Police and Fire Departments Through Innovative Development, Intelligent Use and Comprehensive Analysis of All Data Resources

Objectives

- Utilize Available Data to Analyze Moorhead Fire Department’s Delivery of Services and Assignment of Staff
- Improve the Use of Data and Intelligence in the Moorhead Police Department’s Response to Crime and Assignment of Staff

Goal – Ensure Development of Best Practices in Governance by the Council and Management by Staff

Objectives

- Provide Effective and Prudent Leadership and Staff Training
- Take a Long-Term View on Investment, Focusing on the Total Financial Picture of the City Rather of the City Rather Than Single-Issue Areas
- Identify and Eliminate Any Silos Between Departments and Integrate all Elements of City Operations and Staff to Improve Communication, Effectiveness and Results

Goal – Ensure Proactive Emergency Preparedness in All Facets of the City

Objectives

- Support Emergency Management in Disaster Preparedness, Mitigation, Response and Recovery
- Integrate Community Partners in Emergency Preparations Efforts

Goal – Promote Outreach and Involvement in a Growing and Diverse Community

Objectives

- Maintain, Enhance and Expand Public Safety Education Initiatives and Community Partnerships

Goal – Sustain Existing and Continue Flood Mitigation to Protect the Community

Objectives

- Continue Initiatives for Flood Protection and Infrastructure Accreditations, Including Maintenance
- Pursue Fargo-Moorhead Metropolitan Area Flood Mitigation Initiatives

Goal – Embrace and Support Distinctive and Cohesive Neighborhoods to Foster Community Connections

Objectives

- Safeguard the Community by Ensuring Compliance with Health and Safety Standards
- Support, Develop and Promote Strong and Active Neighborhoods, Empower Residents, and Increase Community Access

Develop proactive conversation to strengthen our connection with the community and to create a compelling sense of purpose, deep pride, and commitment

Goal – Develop and Execute a Comprehensive Communications Plan

Objectives

- Prepare and Implement a Comprehensive Communication Plan Leveraging the Brand Messages Identified in the Identity Study
- Implement Innovative Tools and Expand Opportunities for Community Engagement

Leverage partnerships to enhance public services and quality of life in the most sound and responsible manner.

Goal – Strengthen Existing Partnerships

Objectives

- Encourage and Maintain Community Partnerships with Local Business and Industry Stakeholders
- Encourage and Maintain Partnerships with Institutions and Government Stakeholders
- Maintain and Expand Partnerships with Local Organizations
- Coordinate Strategic and Long Range Planning Efforts with Agency Partners

Goal – Develop New Partnerships

Objectives

- Develop Recreational and Educational Opportunities that Support and Meet the Desires of the Community
- Develop Short and Long Range Strategies to Leverage Partnership and grant Funds to Support Community Parks, Trails, River Corridor Enhancement and Art and Culture Opportunities

Ensuring a Living Plan

Our vision clearly points to the future we choose to create with **a living plan**:

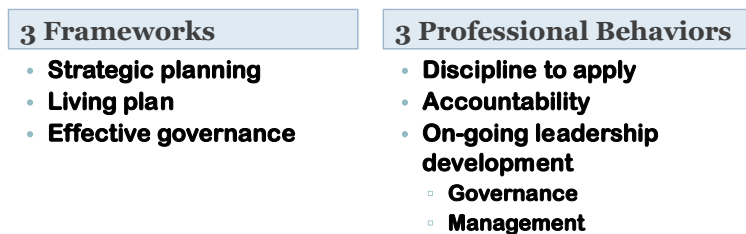
To develop a clear direction for our future, a living plan driven by a compelling sense of purpose, a deep pride, and commitment to our community.

What can we do to ensure that we indeed have a living plan? These three frameworks will help to ensure that this is a living plan:

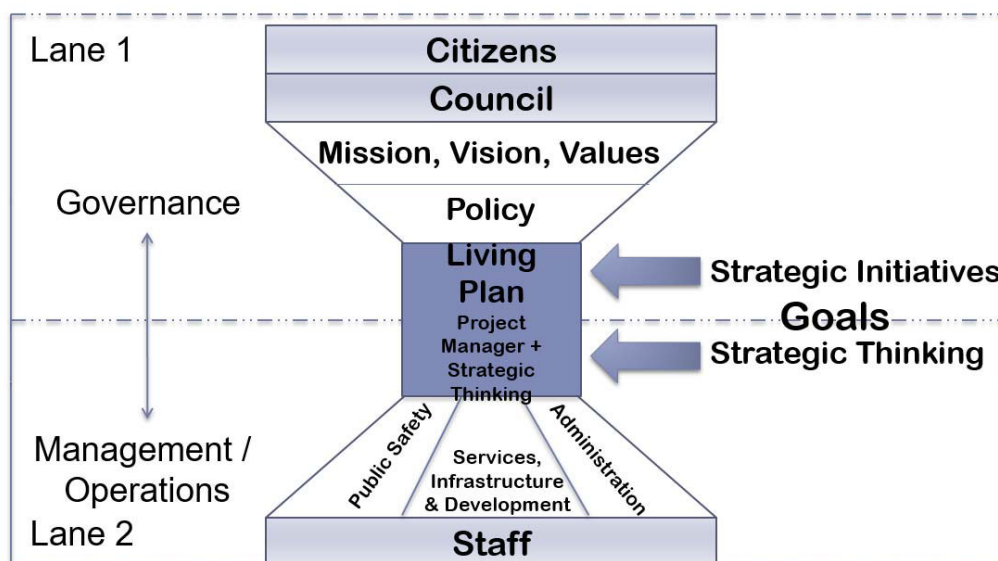
1. Defining and understanding the strategic planning process;
2. Understanding and differentiating our roles between council and staff; and
3. Understanding and consistently apply effective governance principles.

We have identified three professional behaviors:

1. Self-discipline to consistently applying these principles;
2. Holding each other accountable; and
3. On-going leadership development for both council (governance best practices) and staff (management best practices).



The following graphic / model spells out the two lanes of the living plan – the strategic plan (mission, vision, values and strategic initiatives) to be developed and approved by the council; and the operational plan (objectives and tasks) to be developed and implemented by staff to achieve the strategic plan. This graphic also points out the strategic thinking role of staff and the shared responsibility between staff and council for the development of the goals in the strategic plan.



This table further clarifies two elements of a living plan:

1. Role clarity; and
2. Gate keepers.

Role Clarity	Gate Keepers
<ul style="list-style-type: none">• Define linkage between:<ul style="list-style-type: none">▫ Governance▫ Management• Understand linkage between:<ul style="list-style-type: none">▫ Strategic Initiatives▫ Goals▫ Strategic Thinking• The Council's one ops employee (City Manager) is:<ul style="list-style-type: none">▫ The one link▫ The one project manager	<ul style="list-style-type: none">• Vetting Criteria:<ul style="list-style-type: none">▫ Is it in the strategic plan?▫ Do we have the funds for it?▫ Is it sustainable?• The City Manager as Project Manager<ul style="list-style-type: none">▫ Discipline▫ Plan▫ Stay in our lanes▫ Vetted projects▫ No red flags

Lastly, the eight key governance principles identified below point the way to effective governance to help ensure a living plan:

- **Lead:** *As goes the Council...so goes the City*
- **Avoid:** *Avoid mission drift*
- **Focus:** *The Council functions as ownership one level down...not as management one level up*
- **Control:** *Control everything you must...not everything you can*
- **Speak:** *Speak with one voice...the voice of conclusion...and put it in writing*
- **Courage:** *"Here is our stand based on mixed inputs..."*
- **Live:** *Live your core values...hold each other accountable*
- **Invest:** *Invest in yourselves – Council development*

**Public Hearing: Resolution 22-28, Miscellaneous Assessment Hearing
for Unpaid Utility Bill**

- DESCRIPTION:** Resolution 22-28 is to certify to taxes an outstanding bill for unpaid utility charges at 1108 West Summerwood Trail (property owner Federal Home Loan Mortgage Corporation).
- SUGGESTED ACTION:** Approve Resolution 22-28, Assessment of unpaid utility bill at 1108 West Summerwood Trail, Dilworth, MN 56529 - Federal Home Loan Mortgage Corporation.
- VOTING REQUIREMENT:** Simple Majority of the Voting Quorum
- ATTACHMENTS:** [Resolution 22-28, Miscellaneous Assessment for an Unpaid Utility Bill at 1108 West Summerwood Trail - Federal Home Loan Mortgage Corporation.doc](#)
[1108 W Summerwood Trl - Fed Home Loan Mortgage.docx.pdf](#)
- SUBMITTED BY:** Angela Miller, Administrative Assistant
- DEPARTMENT:** City Hall

RESOLUTION 22-28

**RESOLUTION ADOPTING A MISCELLANEOUS ASSESSMENT FOR AN UNPAID
UTILITY BILL AT 1108 WEST SUMMERWOOD TRAIL**

WHEREAS, the City Council of Dilworth, Minnesota has found it necessary to seek collection of an unpaid utility bill (\$250.25) on the property located at 1108 West Summerwood Trail, and legally described as Lot 10, Block 1 Subdivision Summerwood 1st Addition, Parcel ID # 52.760.0100; and,

WHEREAS, notice was mailed to property owner Federal Home Loan Mortgage Corporation on May 27, 2022 requesting payment of \$250.25 or the amount would be certified to the Clay County Auditor for collection with the real estate taxes; and,

WHEREAS, to this date, the cost of \$250.25 has not been paid.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Dilworth Minnesota, to assess the property located at **1108 West Summerwood Trail, and legally described as Lot 10, Block 1 Subdivision Summerwood 1st Addition the total amount of \$275.28 one hundred seventy five dollars and twenty-eight cents.** (includes 10% administration fee) for an unpaid utility bill.

BE IT FURTHER RESOLVED, the City Administrator shall forthwith transmit a certified copy of this assessment to the County Auditor to be extended on the property tax lists of the county and such assessment shall be collected and paid over in the same manner as property taxes, paid in full in 2023.

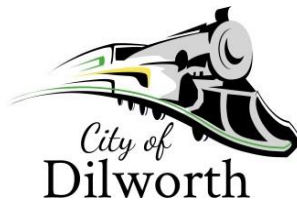
ADOPTED by the City of Dilworth the 27th day of June, 2022.

MAYOR: _____
Chad Olson, Mayor

ATTEST: _____
L. Peyton Mastera, City Administrator

I, L. Peyton Mastera, City Administrator in and for the City of Dilworth, Clay County, Minnesota, do hereby certify that the foregoing resolution is a true and a correct copy of a resolution adopted at the regular meeting of the City Council held at 6:00 p.m. on the 27th day of June 2022 at the Dilworth City Hall.

L. Peyton Mastera, City Administrator



NOTICE OF INTENT TO CERTIFY **UTILITY BILL
CHARGES TO BE COLLECTED WITH PROPERTY TAXES**

Date: May 27, 2022

Owner: Federal Home Loan Mortgage Corporation

Mailing Address: 7730 S Union Park Ave, Suite 400, Midvale, UT 84047

Service Address: 1108 West Summerwood Trail, Dilworth, MN 56529

This letter is your notice that the City of Dilworth is preparing to certify or add the (utility bill, curb stop repair, yard mowing) charges to your property taxes at the regularly scheduled City Council meeting on Monday, June 27, 2022 at 6:00 PM in the Council Chambers of Dilworth City Hall, located at 2 First Ave SE, Dilworth, MN.

Delinquent amount	\$ 250.25
Administrative cost (10%)	\$ 25.03
Total Amount to be Certified	\$ <u>275.28</u>

To make payment now, return this letter or the enclosed invoice with a check payable to the City of Dilworth in the amount of \$250.25 or in person at Dilworth City Hall, 2 First Ave. SE, between 8:00 a.m. to 5:00 p.m., Monday through Friday.

A hearing will be held at the above-mentioned City Council meeting and you will have a chance to address the City Council at this time, if you desire. If these unpaid charges for the property described above are not paid, the City Council will certify them to the Clay County Auditor to be collected along with property taxes. The unpaid charges will not be certified for payment with taxes before the hearing.

If you have any questions, do not hesitate to contact Dilworth City Hall at 218-287-2313 or by email: cityhall@ci.dilworth.mn.us.

THIS IS THE ONLY NOTICE YOU WILL RECEIVE BEFORE THE CITY COUNCIL WILL CERTIFY YOUR UNPAID CHARGES TO BE COLLECTED WITH YOUR PROPERTY TAXES.

Bills to be approved for June 27, 2022

DESCRIPTION: N/A

SUGGESTED ACTION: Bills approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

ATTACHMENTS: [2022 APAY 6-27-22.pdf](#)

SUBMITTED BY: Jessica Malvin, Administrative Assistant

DEPARTMENT: Finance

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - JUNE 27, 2022

#	Description	Amount
<u>GENERAL GOVT.-EXECUTIVE EXPENDITURES</u>		
	CLAY COUNTY Recording fee for Northside park	\$ 46.00
<u>GENERAL GOVT.-FINANCIAL ADMINISTRATION EXPENDITURES</u>		
	FORUM COMMUNICATIONS Annual subscription	\$ 210.60
	GREAT AMERICA FINANCIAL SERVICES Monthly copier lease & maintenance agreement	\$ 344.58
	NORTHLAND FIRE PROTECTION Service fire extinguishers	\$ 19.45
	OFFICE EXPERTS Legal folders, envelops, & correction tape	\$ 105.46
<u>GENERAL GOVT.-LEGAL AND AUDIT EXPENDITURES</u>		
	PEMBERTON, SORLIE, RUFER & KERSHNER, P.L.L.P. General city matters	\$ 182.00
<u>PLANNING & ZONING EXPENDITURES</u>		
	LORSUNG, DONALD 21.75 hours part-time @ \$35.00/hr for May 30 - June 12, 2022	\$ 761.25
	FM CHAMBER OF COMMERCE Meeting - Lorsung	\$ 35.00
<u>PUBLIC SAFETY-POLICE EXPENDITURES</u>		
	DANNHOFF, ROSS 6 hours holiday pay @ \$29.51/hr for May 30 - June 12, 2022	\$ 177.06
	FLOM, CALEB 32 hours part-time @ \$16.50/hr for May 30 - June 12, 2022	\$ 528.00

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - JUNE 27, 2022

#	Description	Amount
	MOONEN, DANIEL 6 hours holiday pay @ \$24.06/hr for May 30 - June 12, 2022	\$ 144.36
	1800NAMETAPE.COM Name tape - Moonen	\$ 19.00
	5.11 TACTICAL Pants - Sharpe	\$ 148.80
	AMAZON.COM Crayons, play-doh, bracelets - Night to unite	\$ 94.55
	CASEY'S GENERAL STORE Gift cards for lunch with a cop	\$ 250.00
	EBAY Vortex SPARC AR 2	\$ 119.58
	GREAT AMERICA FINANCIAL SERVICES Monthly copier lease & maintenance agreement	\$ 185.55
	JG UNIFORMS Belt, pants, shirt - Moonen	\$ 211.34
	MINNESOTA DRIVE AND VEHICLE SERVICES 2013 Chev Cruz registration	\$ 14.25
	MINNKOTA Document destruction	\$ 32.50
	PPI CONSULTING Psychological assessment - Trombley	\$ 475.00
	RADISSON Canceled hotel fee reimbursed	\$ (130.34)
	REEVES Name pin - Stetz	\$ 30.14
	STERLING ATD membership - Keely	\$ 20.00

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - JUNE 27, 2022

<u>#</u>	<u>Description</u>	<u>Amount</u>
<u>MAINTENANCE DEPARTMENT EXPENDITURES</u>		
	BERG, JEFF 2.5 hours overtime @ \$43.13/hr for May 30 - June 12, 2022	\$ 107.83
	MILLER, LONNY 8 hours oncall @ \$28.75/hr for May 30 - June 12, 2022	\$ 230.00
	NESS, CHARLES 8 hours oncall @ \$28.75/hr for May 30 - June 12, 2022	\$ 230.00
	ARIAT INTERNATIONAL Shirts - Miller	\$ 134.75
	FASTENAL Equipment repair	\$ 16.80
	INLAND TRUCK Repair of motor grader	\$ 4,510.66
	INTERSTATE ALL BATTERY CENTER Batteries	\$ 28.80
	MENARDS Water	\$ 77.04
<u>COMMUNITY CENTER EXPENDITURES</u>		
	NORTHLAND FIRE PROTECTION Service fire extinguishers	\$ 24.45
<u>PARK FUND EXPENDITURES</u>		
	NORTHLAND FIRE PROTECTION Service fire extinguishers	\$ 14.45
	WEBSTRAURANT Replacement trash bins for park	\$ 226.45
<u>PARK FUND-SWIMMING POOL EXPENDITURES</u>		
	HAWKINS, INC. Pool chemicals	\$ 1,483.20

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - JUNE 27, 2022

#	Description	Amount
	INION, ELLIE Reimbursement for lifeguard suits	\$ 45.95
	KIEFER Whistles	\$ 58.00
	MENARDS Plunger & caddy	\$ 29.77
	MYERS, BELLA Reimbursement for lifeguard suits	\$ 58.75
	NORTHLAND FIRE PROTECTION Service fire extinguishers	\$ 19.45
	OLSON POOLS & SPAS Pool chemicals and supplies	\$ 301.07
	POOL WEB Lid replacement	\$ 92.69
	RECSUPPLY Pool cleaner & lifeguard bars	\$ 5,165.18
	SLININGER, VIOLET Reimbursement for lifeguard suits	\$ 44.00
	S & S PROMOTION Tanks and hoodies	\$ 345.42
	YMCA Lifeguard training	\$ 1,100.00

TRANSIT SERVICE EXPENDITURES

	CITY OF MOORHEAD April 2022 share of transit services	\$ 385.23
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WATER FUND EXPENSES

	CORN & MAIN Cuplers	\$ 733.10
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CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - JUNE 27, 2022

#	Description	Amount
	G & T PLUMBING Replace ball valve - half to be reimbursed	\$ 355.14
	UPS STORE Water Testing	\$ 30.44
 <u>SEWER FUND EXPENSES</u>		
	INTERSATE POWER SYSTEMS Repairs to generator	\$ 766.83
 <u>REFUSE FUND EXPENSES</u>		
	CASEY'S GENERAL STORES, INC Clean up week work detail	\$ 134.67
	MINNKOTA Recycling for the month of May	\$ 7.19
	SAM'S CLUB Clean up week meals	\$ 125.46
 <u>PEST CONTROL FUND EXPENSES</u>		
	FRISCO, GARY 59 hours PT summer @ \$15.00/hr. for May 30 - June 12, 2022	\$ 885.00
	HAWK, JUSTIN 56 hours PT summer @ \$15.00/hr. for May 30 - June 12, 2022	\$ 840.00
 <u>OTHER COMBINATION OF FUNDS</u>		
	JET-WAY MULTIPLE SERVICES, INC 7th Street N TV and locate	\$ 1,695.00
	LEAGUE OF MINNESOTA CITIES Liability insurance - renewal 6/22 - 6/23	\$ 77,554.00
	US BANK	\$ 231,674.39
	Agent fee:	\$ 550.00
	GO Improvement Refunding Bonds 2013A	\$ 6,952.50
	GO Improvement Refunding Bonds 2015A	\$ 3,937.50

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - JUNE 27, 2022

#	Description	Amount
	GO Improvement Refunding Bonds 2015B	\$ 14,112.50
	GO Improvement Refunding Bonds 2016A	\$ 10,742.50
	GO Improvement Refunding Bonds 2018A	\$ 123,068.76
	GO Improvement Refunding Bonds 2018B	\$ 30,715.63
	GO Improvement Refunding Bonds 2018C	\$ 29,295.00
	GO Improvement Refunding Bonds 2020A	\$ 12,300.00
	XCEL ENERGY	\$ 13,697.39
	City services for May	
TOTAL EXPENDITURES		\$ 347,252.68