

# Exhibit A

## AMENDMENT NO. 1 TO C22579

Contract Start Date: August 8, 2015  
Original Completion Date: April 2016  
Amendment Completion Date: June 30, 2016  
Resolution: 16-0299R

Original Total Amount: \$75,000.00  
As Previously Amended: \$75,000.00  
Current Amendment: \$4,070.00  
New Total Contract Amount: \$79,070.00

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This amendment, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth, hereinafter referred to as "City", and Hoisington Koegler Group, Inc. (HKgi) located at 123 North Third Street, Suite 100, Minneapolis, MN, 55401, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on August 8, 2015, City and Consultant entered into an agreement bearing City of Duluth Contract No. 22579 to complete a mini master plan for various city parks, which Contract has been previously amended zero times, and which Contract and amendment are hereinafter referred to as the "Contract"; and

WHEREAS, both parties desire to amend the Contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto hereby agree as follows:

In this Amendment changes in the language of the Contract which delete language will be shown as stricken and language added to the contract language will be underlined.

Revision 1. The Fees described in Section II of the Contract is hereby amended as follows:

II. Fees.

It is agreed between the parties that Consultant's maximum fee for the Project and Services shall not exceed the sum of ~~Seventy-Five Thousand and 00/100 Dollars (\$75,000.00)~~ Seventy Nine Thousand Seventy and 00/100 Dollars (\$79,070.00) inclusive of all travel and other expenses associated with the Project, payable from Tourism & Recreational Projects 452; Finance 030; Improvements Other than Buildings 5530; Project: HANDHTAX-1521 – Half & Half Tax Projects, Neighborhood Parks and Trails. All invoices for services rendered shall be submitted monthly to the attention of Director. Payment of expenses is subject the City's receipt of reasonable substantiation/back-up supporting such expenses.

Revision 2. The Agreement Period described in Section III.5. of the Contract is hereby amended as follows:

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by ~~April 2016~~ June 30, 2016, unless terminated earlier as provided for herein.

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In all other respects the contract, together with all of its terms, covenants and conditions, is hereby confirmed in its entirety.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the effective date thereof.

**CITY OF DULUTH**

**HOISINGTON KOEGLER GROUP, INC.**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attest:

Its: \_\_\_\_\_  
Title of Representative

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney