



## BAXTER CITY COUNCIL AGENDA

Tuesday, February 16, 2016

The regular meeting of the Baxter City Council will be held on Tuesday, February 16, 2016 at 7:00 p.m. at the Baxter City Hall, 13190 Memorywood Dr., Baxter, MN.

**1. Call Meeting to Order**

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Public Comments**

*Comments received from the public may be placed on a future meeting agenda for consideration.*

**5. Consent Agenda**

*The following items are considered non-controversial by staff and are recommended to be read and passed in one motion. Any council person, staff, citizen, or meeting attendee can request one or more items be pulled from the Consent Agenda and the item will be pulled and addressed immediately after the passage of the Consent Agenda; otherwise, the following items will be passed in one motion:*

- A. Approve City Council Special Minutes from February 1, 2016 (pp. 4-6).
- B. Approve City Council Minutes from February 2, 2016 (pp. 7-10).
- C. Approve City Council Work Session Minutes from February 2, 2016 (pp. 11-16).
- D. Approve the Payment of Bills and Finance Report (Addendum A & Addendum A-1).
- E. Approve Temporary Gambling License for the Council 11679, Church of St. Mathias Fundraising Event (pp. 17).
- F. Adopt Resolution No. 2016-015 Relating to Parking Along Forthun Road (pg. 18-19).
- G. Approve Cold Weather Policy for the City of Baxter Warming Houses (pp. 20-21).
- H. Approve the Work Plan for the Baxter Water Quality Project for the Whiskey Creek Tributary to the Mississippi River and move the construction of the project from 2017 to 2018 in the City 5-year Capital Improvements Plan (pp. 22-25).

- I. Approve the WSB Certificate of Survey Contract for the Baxter Water Quality Project to the Mississippi River in the amount of \$3,750.00 (pp. 26-27).
- J. Approve \$12,500 Budget Amendment for Skidsteer Purchase (pp. 28).
- K. Approve the Transfer of \$3,000 From Drug Forfeiture Funds to Police Department Budget for the Purchase of New Tasers (pp. 29).
- L. Adopt Resolution 2015-016 Ordering Preparation of Report on 2016 Dellwood Drive Improvement Project (pp. 30).
- M. Accept Utilities Commission Minutes from February 3, 2016 (pp. 31-46).
  - 1. Approve the Progressive Consulting Engineer's Agreement for Professional Services for the Design of a Floating Decanter, Review Shop Drawings and Construction Observation in the Not to Exceed amount of \$5,000.00 (pp. 47-50).
  - 2. Approve the Progressive Consulting Engineer's Agreement for Professional Services for a Pilot Study of a Polymer Feed System in the Not to Exceed amount of \$12,000.00 (pp. 51-54).
  - 3. Approve the Lift Station No. 8 Reconstruction Plans and Specifications and direct staff to bid the project (pp. 55-61).
  - 4. Approve the Quality Flow Systems, Inc. Proposal for pumps, control panels and accessories in the total amount of \$49,770.00 for the Lift Station No. 8 Reconstruction Project (pp. 62-64).
  - 5. Approve the Bolton & Menk Proposal for Amended Engineering Services for the Baxter Lift Station No. 3 Forcemain Reroute Project in the estimated amount of \$9,450.00 plus additional work as requested will be billed per hour at the agreed staff billing rates in the agreement (pp. 65-66).
  - 6. Approve the Anderson Brothers Construction Partial Pay Estimate No. 7 in the amount of \$85,181.81 for the 2015 Excelsior Road Improvement Project (pp. 67-79).
  - 7. Adopt Resolution No. 2016-017 approving the 20-Year Maintenance Plan Update (2016-2036) for the Sanitary Sewer Lift Stations (pp. 80-87).
  - 8. Approve the WSN Engineering Proposal for the 2017 CSAH 48 Mill & Overlay from Foley Road to T.H. 210 Feasibility Report in the Not to Exceed amount of \$6,300.00 (pp. 88-93).

9. Approve the WSN Engineering Proposal for Long Range Water & Sanitary Sewer Mapping Update in the Not to Exceed amount of \$9,500.00 (pp. 94-99).

**6. Pulled Agenda Items**

**7. Other Business**

- A. Notice of Proposed Franchise Fee Ordinance on Utility Providers (pp. 100-110).
- B. Approve the Bolton & Menk Proposal for Engineering Services for the 2016 Chip Sealcoat Improvements Project in the not to exceed amount of \$4,500.00 (pp. 111-114).

**8. Council Comments**

- A. Quinn Nystrom
- B. Steve Barrows
- C. Todd Holman
- D. Mark Cross
- E. Darrel Olson

**8. City Administrator's Report**

**9. City Attorney's Report**

- A. Closed Session under Minnesota Statute 13D.05, Subd. 3 (c) (3) to develop an offer for the purchase of real property

**10. Adjourn**

**BAXTER CITY COUNCIL MINUTES  
Special Meeting  
February 1, 2016**

Mayor Darrel Olson called the Special City Council Meeting to order at 6:00 p.m.

COUNCIL MEMBERS PRESENT: Mayor Darrel Olson and Council Members Quinn Nystrom, Steve Barrows, Todd Holman, and Mark Cross

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Chief of Police Jim Exsted and Assistant City Administrator Kelly Steele

Scott Hedlund, SEH, presented the 2016 Fairview Road Improvement Hearing. Mr. Hedlund explained a public informational meeting was held on December 2, 2015 and the council approved the feasibility report on January 5, 2016. After tonight's improvement hearing, the council can consider ordering the project.

The existing condition of Fairview Road is a 24' wide rural section, which serves as primarily a residential and institutional area frontage street to TH 210. A traffic study indicated the average daily traffic count on Fairview Road is 3,000 vehicles. There are significant private utilities, signs, and mailboxes located within the right-of-way. The last major construction of Fairview Road was during 1989-1990, with bulb outs in 2002. The only curb and gutter can be found in front of Baxter Elementary School. The roadway shares a ditch with TH 210 on the south side. There are intermittent ditches on the north side of the roadway. Issues have been identified with standing water encroaching the street edge.

The proposed improvements include 1.5 miles of full depth reclamation, the widening the roadway from 11' driving lanes with a 5' paved pedestrian lanes from Memorywood Drive to Inglewood Drive. A storm sewer and stormwater pond on the north side of Fairview Road, located near the gas station and adjacent vacant commercial parcel would be constructed to address existing drainage issues.

Assessments would be calculated based on benefiting footage for the full depth reclamation. The City will pay for the cost of the full depth reclamation improvements on the south side of Fairview Road and the extra cost of roadway widths over 26 feet. The assessments for the stormwater drainage improvements by the school and gas station will be calculated based on contributing drainage area. Mr. Hedlund reviewed the city's assessment policy.

Assessment balances will be certified to Crow Wing County with payments to begin on the following year's property tax statement. Assessment balances will be amortized over the twelve-year assessment year with an interest rate estimated to be 4.75%. The actual rate will be determined when the project is ordered and the bonds for a similar project are sold. Interest accrues through the end of the calendar year. Future payments in full may be made by November 15 of any year to either the City of Baxter or Crow Wing County Auditor to avoid paying the following year's interest. Individuals meeting age, disability, or military active duty requirements may be eligible to request a deferment of their special assessment.

The preliminary estimated project cost is \$2,051,881. The estimated assessment figure is \$616,697 and the estimated city cost is \$1,435,184.

The project would be bid in April or May, an assessment hearing and second public informational meeting would be held in June, and the construction period would be June through September.

The project is feasible from an engineering standpoint. Delays, detours, and inconveniences can be expected during construction. Portions of the project area will be closed to through traffic. Property owner and patron access will be maintained.

Mayor Olson opened the public hearing at 6:25 p.m.

Lakewood Church representative inquired if the City would provide directional signs to the church. Mr. Hedlund explained the city would provide signs.

Randy Rutz, 5828 Fairview Road, explained in 43 years he has not experienced a storm water problem. Mr. Rutz expressed concerns with the removal of trees from the front of his property. The trees provide a buffer for traffic noise. Mr. Rutz explained he understands the need to protect pedestrians, but this could be accomplished by lowering the 40 MPH speed limit. The holding ponds create issues with mosquitos.

Dave Schonrock, 6056 Fairview Road, provided a demonstration of a water bottle and shot glass to illustrate his concerns with the storm water drainage at the gas station and school. Mr. Schonrock reviewed a police report with the number of traffic violations and tickets issued from Inglewood Drive to the police station. There were 57 tickets issued, one speeding ticket, and one verbal warning. In eight years, 8 million vehicles have traveled on Fairview Road. Mr. Schonrock explained there are three options to figure out how safe the road is. First, people have the right to know who and when the traffic study was completed because the study is wrong. Second, the police department is not doing their job. Third, we have the safest road. Mr. Schonrock expressed the importance of traffic slowing down and moving over for pedestrians. Mr. Schonrock explained there is something wrong with the project.

Jason Jorgensen, 5688 Fairview Road, explained he is fine with the bike path and does not have drainage issues in his yard. There is no need for a ditch in the front yard. The police department needs to enforce speed limits.

Josh Miles, 5648 Fairview Road, explained he is attending to hear about the project. The proposed changes to the landscape of his yard are concerning. The road needs to be surfaced. The project burden is being put on the property owners. The speed limit should be changed or enforced. The project costs outweigh the project benefit. Mr. Miles explained he is opposed to the project, not just the cost.

Jon Belcher, 6036 Fairview Road, explained Fairview Road handles the heavy weight of school buses causing the road to become damaged. Mr. Belcher questioned the reason the City allows school buses to use the road.

Mayor Olson explained buses and garbage trucks are exempt from weight restrictions.

Mayor Olson closed the public hearing at 7:09 p.m.

During the regular council meeting on Tuesday, February 2, 2016, the council will consider ordering the Fairview Road Improvement Project.

**MOTION** by Council Member Barrows, seconded by Council Member Holman to adjourn at 7:09 p.m.  
Motion carries unanimously.

Approved by:

Respectfully submitted,

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Darrel Olson  
Mayor

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Kelly Steele  
Assistant City Administrator/Clerk

**BAXTER CITY COUNCIL MINUTES**  
**February 2, 2016**

Mayor Darrel Olson, who led in the pledge to the flag, called the regular meeting of the Baxter City Council to order at 7:00 p.m.

COUNCIL MEMBERS PRESENT: Mayor Darrel Olson and Council Members Quinn Nystrom, Steve Barrows, and Mark Cross

COUNCIL MEMBERS ABSENT: Council Member Todd Holman

STAFF PRESENT: Community Development Director Josh Doty, Chief of Police Jim Exsted, Assistant City Administrator Kelly Steele, Finance Director Jeremy Vacinek, and Public Works Director Trevor Walter

**PUBLIC COMMENTS**

Dave Schonrock, 6056 Fairview Road, explained people living on Fairview Road feel something has already been decided regarding the project and property owners will have to pay. Mr. Schonrock feels left out of the process and answers to questions have not been provided. Mr. Schonrock questioned the design of Inglewood Drive and explained it was poor engineering. Mr. Schonrock explained he completed an investigation that revealed the tanker truck delivering fuel to the gas station have caused the dip in the roadway. The dip can be easily filled to redirect the storm water. Mr. Schonrock explained people do not have decent-driving skills and the city needs to teach people how to drive safe. Mr. Schonrock compared the bike lane and off road trail along Isle Drive to Fairview Road as the reason for storm water drainage issues. Mr. Schonrock suggested Fairview Road width should be ten feet with a two foot paved shoulder for pedestrians. The Fairview Road roadway is not in poor condition. If the roadway was sealed, it could be repaired for approximately \$500,000.

**CONSENT AGENDA**

- A. Approve City Council Minutes from January 19, 2016
- B. Approve City Council Work Session Minutes from January 19, 2016
- C. Approve the Payment of Bills and Finance Report
- D. Approve Parks and Trails Commission Minutes from January 25, 2016
- E. Approve Long Range Planning Commission Minutes from January 25, 2016
- F. Adopt Resolution 2016-006 Ordering Improvement and Preparation of Plans for the 2016 Fairview Road Improvement
- G. Adopt Resolution 2016-007 Ordering Preparation of Report on 2016 Golf Course Drive Improvement Project
- H. Adopt Resolution 2016-008 Ordering Preparation of Report on Excelsior Road, Fairview Road, and Edgewood Drive Improvement Project
- I. Adopt Resolution 2016-009 Crow Wing County Highway Department Plans and Specifications for 2016 Dellwood Drive Improvement Project

- J. Adopt Resolution 2016-010 Relating to Parking Restrictions on Dellwood Drive from Novotny Road to County State Aid Highway 49 (Wise Road) in the City of Baxter, Minnesota
- K. Adopt Resolution 2016-011 Relating to Bike Lanes on Inglewood Drive from Excelsior Road to Trunk Highway 210 in the City of Baxter, Minnesota
- L. Adopt Resolution 2016-012 Relating to Bike Lanes on Woida Road from Inglewood Drive to Lynwood Drive in the City of Baxter, Minnesota
- M. Adopt Resolution 2016-013 Relating to Bike Lanes on Dellwood Drive from Novotny Road to Whispering Woods Lane in the City of Baxter, Minnesota
- N. Adopt Resolution 2016-014 Relating to Bike Lanes on Novotny Road from Trunk Highway 371 to Dellwood Drive in the City of Baxter, Minnesota
- O. Approve Amended Baxter-Brainerd Annexation Agreement
- P. Approve Ordinance 2016-002 Summary Publication of Ordinance 2016-001 Amending the Text of Title 5, Chapter 6 Tobacco and Tobacco Related Devices
- Q. Approve Ordinance 2016-007 Amending Ordinance 2016-003 Regulating the Use of Electronic delivery Devices within the City of Baxter Minnesota and Approve Ordinance 2016-008 Summary Publication of Ordinance 2016-007
- R. Approve the WSN Excelsior Road, Fairview Road and Edgewood Drive Feasibility Study Contract Amendment
- S. Approve the WSN Proposal for Land Survey Services for the Baxter City Cemetery Monumentation Project in the amount of \$6,750.00
- T. Approve Plans and Specifications and Ordering Advertisement for Bids for Fixed Network  
Water Meter Reading System Project Award the Professional Engineering and Related Engineering Services Contract for 2016  
Golf Course Drive Improvements Project to Bolton & Menk in the not to exceed amount of \$133,180.00  
Approve Plans and Specifications for the Oscar Kristofferson Park Pavilion and Kitchen and Authorize staff to advertise for bids.

Katie Gruber, Little Falls, asked the Council to pull agenda items P. and Q.

**MOTION** by Council Member Barrows, seconded by Council Member Cross to approve with Consent Agenda, excluding Consent Agenda items P. and Q. Motion carries unanimously.

**PULLED AGENDA ITEMS**

Katie Gruber, CentraCare, asked the Council to consider keeping the original ordinance language proposed on January 5, 2016, which did not allow minors to enter tobacco product shops at any time for any reason. The proposed amendments brought forth by the vaping industry places profits above the health of children. Ms. Gruber asked the Council to give children a choice to have a voice and honor their right to be safe in their community. Ms. Gruber urged the council to stand with other cities across Minnesota who have placed children first.

Mayor Olson explained a lot of research was completed prior to drafting the ordinances. After being petitioned at the last council meeting to reconsider allowing children to enter tobacco product shops, Mayor Olson explained he did not feel good about the decision and felt the Council should not have changed positions.

**MOTION** by Mayor Olson to approve the original ordinance that did not allow minors to enter a tobacco product shop.

Council Member Nystrom explained after listening to business owners and single parents, she is concerned the ordinance is telling parents how to parent their children.

Mayor Olson asked for a second to the motion, before conducting discussion on the item.

Seconded by Council Member Barrows.

Council Member Barrows questioned how far the Council should go when telling someone to leave their children in the vehicle. Council Member Barrows questioned how the ordinance protects children. Children are allowed to enter bars. Are we telling someone how to parent his or her children?

Council Member Cross explained he wants to protect children from that environment, but they could be exposed in a vehicle or at home. The ordinance would only protect for a short period of time. May be a compromise would be to allow children to enter tobacco product shops, but not allow sampling.

Ms. Gruber asked the council either to allow sampling and not minors or not to allow sampling. Baxter would be the first city to allow minors to enter a tobacco product shop.

Mayor Olson voted yes, Council Member Nystrom voted no. Council Member Barrows and Council Member Cross did not state yes or no.

Attorney Person explained each council member should affirmatively state yes or no because the Council has not adopted Robert's Rules of Order. Attorney Person recommended the Council conduct a new vote.

**MOTION** by Mayor Olson, seconded by Council Member Barrows to return to the ordinance language that was originally passed in Ordinance 2016-003, which excluded minors, and staff does not need to bring the ordinance back in front of the council. Mayor Olson and Council Members Cross and Barrows voted yes. Council Member Nystrom voted no. Motion carries.

**MOTION** by Mayor Olson, seconded by Council Member Barrows to approve Ordinance 2016-002 Summary Publication of Ordinance 2016-001 Amending the Text of Title 5, Chapter 6 Tobacco and Tobacco Related Devices. Motion carries unanimously.

**MOTION** by Council Member Cross, seconded by Mayor Olson to approve Ordinance 2016-004 Summary Publication of Ordinance 2016-003. Motion carries unanimously.

**OTHER BUSINESS**

**Approve Ordinance 2016-005 Amending Text of Title 4, Chapter 3 Open Burning and Ordinance 2016-006 Summary Publication of Ordinance 2016-005**

Assistant City Administrator Steele explained the City's existing ordinance regulating open burning did not allow open burning of leaves, unless the leaves were contained within a fully enclosed firebox, structure or vehicle and from which the products of combustion were emitted into the open atmosphere without passing through a stack, duct, or chimney. The existing ordinance also prohibited open burning between April 1 and May 15, unless the ground was snow covered.

The proposed ordinance amendment contains four major changes.

1. The definition of open burning was improved to allow open burning without requiring any matter, including leaves, to be fully enclosed.
2. The restriction of no open burning during the period of April 1 through May 15 was removed. There is no statutory restriction for this period of time.
3. Applicants will be able to acquire a burning permit through the DNR's website or the Brainerd Fire Department.
4. The burning of leaves will only be allowed during the period of September 15 through December 1, as allowed in Minnesota Statute 116.082.

Chief Exsted and Fire Chief Holmes have reviewed the ordinance amendments.

**MOTION** by Council Member Cross, seconded by Council Member Barrows to approve Ordinance 2016-005 Amending Test of Title 4, Chapter 3 Open Burning. Motion carries unanimously.

**MOTION** by Council Member Cross, seconded by Council Member Nystrom to approve Ordinance 2016-006 Summary Publication of Ordinance 2016-005. Motion carries unanimously.

**COUNCIL COMMENTS**

**Steve Barrows:** Council Member Barrows explained he attended the Senior Center meeting and expressed the remarkable job they do seeking grant funding and involving seniors. The Senior Center board voted to make Baxter and Brainerd representatives' non-voting members.

**Darrel Olson:** Mayor Olson congratulated Chief of Police Exsted on receiving the 2015 Outstanding Leadership in Community Response to Sex Trafficking award and for his leadership.

**ADJOURNMENT**

**MOTION** by Council Member Cross, seconded by Council Member Nystrom to adjourn the meeting at 7:37 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

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Darrel Olson  
Mayor

\_\_\_\_\_  
Kelly Steele  
Assistant City Administrator/Clerk

**BAXTER CITY COUNCIL MINUTES  
Work Session  
February 2, 2016**

Mayor Darrel Olson called the Work Session to order at 5:30 p.m.

COUNCIL MEMBERS PRESENT: Mayor Darrel Olson and Council Members Quinn Nystrom, Steve Barrows, and Mark Cross

COUNCIL MEMBERS ABSENT: Council Member Holman

STAFF PRESENT: Community Development Director Josh Doty, Assistant City Administrator Kelly Steele, Public Works Director Trevor Walter, Chief of Police Jim Exsted, and Finance Director Jeremy Vacinek

**Joler Road R.O.W. Discussion**

Community Development Director Doty explained on November 30, 2015, City staff received a request from Jonathan and Heidi LeMieur, 5245 Joler Road, requesting that the City re-consider purchasing right-of-way for Joler Road in front of their property or to close the gravel road connection from Joler Road to Second Street. It was explained recent construction of homes in the area has created an increase in vehicles using Joler Road. In 2013, the City Council considered purchasing the right-of-way and decided not to move forward with the purchase. The City Council's past consideration was to purchase land resulting in an 80-foot right-of-way along the north side for the entire width of the LeMieur's easterly property. Staff does not typically bring back the same item to the City Council for reconsideration. However, in this instance, there are new elements for the City Council's consideration.

Joler Road is a gravel road section from Savannah Oak Drive to Second Street. There is currently no right-of-way formally established along the north portion of the easterly LeMieur property. At this time, staff would not recommend closing the road connection from Joler Road to Second Street. The Joler Road corridor was officially mapped in 2013 to connect Mountain Ash Drive to Briarwood Lane to provide an east/west roadway corridor in this area of Baxter. The gravel road has been constructed and maintained for a long enough time period that there is an assumed public right-of-way easement over the section of gravel road that connects to Second Street. Therefore, if the City Council re-considered purchasing the 80-foot right of way, the purchase would be for any land that has been maintained by the City.

Staff recognizes the unique situation that Joler Road was built to connect to Second Street without easements or right-of-way. Community Development Director Doty explained there are three options for the City Council to consider.

The City Council's past consideration was to purchase land resulting in an 80-foot right-of-way past Second Street to the LeMeur's Easterly property line. Option one would be to purchase right-of-way only adjacent to the portion of existing gravel road that is not already in a legally assumed right-of-way easement. The City Council could consider this option if there is interest in clarifying the right-of-way for the existing gravel road section, while allowing dedication of the right-of-way to the east with future development. The LeMeur's have stated they do not intend to develop the property. It is ultimately unknown when the property would develop in the future.

Option two is to purchase the entire width of right-of-way along the north side of the LeMeur's easterly property. This option is the same as what was proposed to the City Council in 2013, except that the purchase now would only be for the land outside of a legally assumed right-of-way easement.

The third options is to not purchase any right-of-way at this time.

Community Development Director Doty explained staff is not supportive of closing Joler Road but does recognize that there is a section of Joler Road that exists and is being maintained without right-of-way established to the City's 80-foot width standard. Options one and two would add right-of-way along the City's officially mapped corridor of Joler Road.

Staff is seeking direction from the City Council regarding the request by Jonathan and Heidi LeMeur to either close the Joler Road connection to Second Street, or to re-consider the purchase of right-of-way. If the City Council would like to pursue purchasing right-of-way with option one or two, then the City Council could direct staff to determine the amount of land that has been maintained by the City beyond the roadway and to determine a value of the unmaintained land to bring back to the City Council for consideration.

Mayor Olson explained the LeMeur's have expressed concerns with liability issues. The Council consensus was to direct staff to review how the city has previously determined property value and report back with results.

### **Tap House Ordinance Review**

Community Development Director Doty explained as part of the effort to encourage economic development within the City of Baxter, staff attempts to be able to provide as much information as possible to prospective and existing businesses regarding allowed business uses and their acceptable locations within the City. Staff is seeking Council input on brewer taprooms.

The establishment of microbreweries and taprooms is a relatively new, expanding and evolving business sector, allowed by the passage of the state taproom law in 2011. The City was approached immediately to allow for a brewery and taproom. Cities, including Baxter, had to develop or amend city ordinances to allow for these new uses to operate. At that time, there was only a short history of these uses in Minnesota, so the applicant and City had little existing market data upon which to anticipate business activity.

The City of Baxter amended its City Code to allow for on-sale brewer taproom and off-sale growler licenses in early 2012. In addition to amending the liquor regulations, the City amended its Zoning

Ordinance to allow for brewer taprooms as an accessory use in the "1" Industry Office District zoning district, subject to conditions.

The zoning regulations for taprooms in the "1" Industry Office District were drafted with the intent that taprooms were to be clearly a secondary use with the brewing portion of the business being the primary use, as the purpose of taprooms were to allow for the sampling of the malt liquor being brewed at the business. The seating limitations were intended to support that use and not the use of taprooms as a gathering place of large numbers for social drinking, similar to a bar. It was the desire of the City to limit the taproom portion of the microbrewery business as to not have a large amount of general public traffic and parking in the "1" Industry Office District.

The number and popularity of microbreweries and taprooms continues to increase as there are now more than 100 breweries located in more than 50 municipalities throughout the State. There are now three breweries in the Brainerd Lakes Area and more are in the planning stages. Taprooms have evolved since state law first allowed them and Baxter drafted its ordinances. They are now commonly of a much larger scale than allowed by our present taproom zoning limitations. It is common that they have a retail counter and/or bar with a combination of sit-down and stand-up tables. Some have indoor games (darts, shuffleboard, etc.) and some have live music and other forms of live entertainment. Food service is not the norm, however, some arrange for food trucks to be present at times. Some taprooms are available to be reserved for small events and private parties.

The above described trends raise the following policy questions:

The City of Baxter restricts the issuance of on-sale liquor licenses to hotels, clubs and restaurants. The City does not allow for alcohol-only (no food service) bars. On-sale brewer taprooms are the exception to this, as no food service is required for them. Brewer taprooms are limited, however, to selling only the malt liquor brewed on the premises (or adjacent to the taproom), so the number of these establishments can be expected to be few.

*Is the concept of a taproom of a size to accommodate a large number of patrons as a gathering place for social drinking, without being a restaurant, an acceptable use in the City of Baxter?*

*If large taprooms are found to be acceptable in the City, should they still be considered an appropriate use in the "1" Industry Office District?*

The Council discussed the existing ordinance regulating alcohol has worked well for the city. A taproom license will always require the brewery license. The Council expressed their support of the existing brewer and they would like to see him continue to succeed. Council asked staff to have the Planning and Zoning Commission consider zoning placement for a brewer.

### **Water Quality Project Funding**

Public Works Director Walter summarized the funding sources previously identified for the Whiskey Creek project. Staff is recommending the Council consider moving the project start from 2017 to 2018. Staffs also recommends beginning with land negotiations and then consider preparing grant applications. There are no timing concerns, such as the MS4 permit for

consideration. The Council consensus is to have staff present the work plan for adoption at the February 16, 2016 council meeting.

**Fixed Network Water Meter Reading Project**

IT/GIS Director DeBoer explained as part of continuing efforts to provide improved service to citizens and increase City process efficiencies, the City is proposing to install a fixed network water meter reading system in 2016. This system will eliminate the need for residents to read and submit meter readings or the need for City staff to collect meter readings in the field, in addition to providing other customer service benefits.

A fixed network water meter reading system consists of data collectors installed in strategic locations around town, such as water towers, cell towers, lift station poles, etc. and a radio transmitter attached to each meter, which sends readings to the data collectors at fixed intervals.

Base bid and alternate bid proposals are being accepted to purchase and install the fixed network water meter reading system. Base bid proposals will include removing approximately 2,565 meters and installing new meters and transmitters. Approximately 335 meters will be reused with the registers changed out and transmitters installed. Alternate bid proposals, for vendors that are unable to reuse existing meters with their system, will include removing approximately 2,900 meters and installing new meters and transmitters. Each proposal will be bid as two packages, one for the purchase of equipment and one for installation of the equipment.

Each vendor will conduct a propagation study to determine the number and location of data collectors needed to provide a minimum of 98.5% of the meter readings on a daily basis. The system will be fully redundant, so if one collector goes down, the system will continue to perform satisfactorily, with either multiple collectors or a backup option for mobile drive-by collection. The meters will be required to conform to AWWA standards and have the ability to detect reverse flow and leaks. The radio transmitters will be installed in the floor joists or outside the property if necessary for the system to obtain a reading.

The project bids will be evaluated as a 25-year life cycle cost, to include the cost of one complete replacement battery change-out during the life of the system. The costs for additional meters and/or transmitters will be locked in for the first year, then adjusted annually based on the Producer Price Index (PPI) until the year 2040.

IT/GIS Director DeBoer explained staff is recommending the council approve the TKDA plans and specifications and order advertisements for bids during the regular council meeting.

**Online Citizen Services Project Update**

IT/GIS Director DeBoer explained as part of continuing efforts to provide improved service to citizens, contractors and businesses, as well as increase City process efficiencies, the City is implementing a new permitting/licensing system and utility billing web portal this year. These systems will provide the public a 24-hour online self-service option for these traditional counter based services.

Due to the Accela acquisition of Springbrook (our current financial and permit/licensing system) in 2015, the exact implementation timeline for these systems is fluid. After multiple discussions with the vendor, both parties agree it is best to wait to implement until specific enhancements and integrations are complete. Initial work for implementation is expected to begin late first quarter with project completion expected by end of third quarter.

The utility billing web portal is a solution from Accela/Springbrook that integrates tightly with our existing utility billing system. It provides customers the ability to view their account, pay their bill electronically, view past statements and usage from any location, 24/7.

The Accela Land Management System is a suite of modules, two of which are permitting and licensing. This system includes a citizen access portal where citizens and business professionals can apply and pay for permits and licenses, check on application status and schedule inspections online at any time. In addition, the Building Official, equipped with a tablet, can enter inspection results, add photos, and view plans and inspection history in the field. The system also supports automated notifications to the applicant or permit holder when approval steps or inspections are completed. Along with the fixed network water meter reading system being installed this year, these projects will provide a new level of convenience, information and service for citizens, contractors and businesses.

IT/GIS Director DeBoer has been piloting surface tables for future council use. More information on the tables will be forthcoming. As part of the project, there will be a guest network available for use in the Council Chambers. The Council inquired if there will be an app for utility billing and if it will be mobile friendly.

#### **Council Chamber Acoustic Improvements**

IT/GIS Director DeBoer explained as part of the general construction component of the Council Chamber improvement project, the local vendor, acting as project manager, purchased and installed sound panels to replace the curtain. After installation, it became evident these panels were not adequate. Staff contacted an independent acoustic specialist who indicated the square footage of panels installed was less than what they would recommend. Due to the cost of the panels, staff wanted to research other options before proceeding further with buying more of the same panels. Staff contacted a different local vendor who had performed work for other government agencies in the area, whose projects included acoustic panels. They invited an acoustic specialty vendor onsite to develop a recommendation to solve the problem using proper materials. The proposal includes ceiling panels, acoustical panels behind the council desk with images of the Baxter area, acoustical panels behind the conference desk, window tinting, and painting.

While the vendor contends the entire amount of panels proposed is needed to completely solve the issue, if the Council would choose to implement a phased approach, starting with the ceiling for instance, staff could inquire with the vendor if this would affect the quoted installed costs in any way.

Finance Director Vacinek indicates the projected \$22,570 expenditure could be funded with unspent proceeds from the 2015 building maintenance budget and other savings within the general fund should the council wish to move forward with the project.

After the acoustical panels are installed, staff will review if adjustments are required to the AV equipment. The Council consensus was to complete all proposed options.

**Oscar Kristofferson Park Pavilion Grand Opening/Music Event**

Community Development Director Doty explained staff has placed an item on the February 2, 2016 consent agenda to approve plans and specifications and to authorize bidding for the Oscar Kristofferson Park Pavilion. As part of the construction planning process, staff and WSN developed a substantial completion date of July 1, 2016 for the pavilion. The substantial completion date is an important to be able to plan for a Grand Opening/Music Festival event. Staff contacted Council Liaison Nystrom to check with her contact, Scott Lykins, for possible performance dates after July 1, 2016.

Staff provided Mr. Lykins dates to the Parks and Trails Commission at their January 25, 2016 meeting. The Commission stated that they did not want to recommend a date that was too close to the construction completion in case there are delays with construction and they were interested in July 18<sup>th</sup>, 20<sup>th</sup>, or 21<sup>st</sup>. The Parks and Trails Commission suggested the middle of the week, July 20, 2016 and requested that the staff contact the school to request if there could be no athletic events that evening. Staff is seeking direction if the City Council has a preferred date for Grand Opening/Music event.

The council indicated support for the proposed dates.

**Adjournment**

**MOTION** by Council Member Cross, seconded by Council Member Barrows to adjourn at 6:19 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

\_\_\_\_\_  
Darrel Olson  
Mayor

\_\_\_\_\_  
Kelly Steele  
Assistant City Administrator/Clerk

REQUEST FOR COUNCIL ACTION

February 16, 2016

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**Department Origination:**  
Administration

**Agenda Section:**  
Consent

---

**Agenda Item:** Approve Temporary Gambling License for the Council 11679, Church of St. Mathias Fundraising Event

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**Approval Required:** Simple Majority of Vote of the Council

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**BACKGROUND**

The Church of St. Mathias has applied for a temporary gambling license for their fundraising event at Forestview Middle School on April 23, 2016. State statutes and the Baxter City Code allow for the issuance of temporary gambling licenses in connection with a social event within the City.

**FINANCIAL IMPLICATIONS**

There are no financial implications.

**STAFF RECOMMENDATION**

Staff recommends the issuance of the temporary gambling license as all requirements for the license have been met.

**COUNCIL ACTION REQUESTED**

Motion to approve the issuance of a temporary gambling license to Church of St. Mathias for a fundraising event on April 23, 2016 at Forestview Middle School.

REQUEST FOR COUNCIL ACTION

02.16.2016

**Department Origination:**  
Public Works

**Agenda Section:**  
Consent

**Agenda Item:** Adopt Resolution No. 2016-015 Relating to Parking Along Forthun Road

**Approval Required:** Simple Majority Vote of the Council

**BACKGROUND**

It has recently come to the attention of City staff there is a parking issue on Forthun Road which needs to be addressed since this is becoming a safety issue.

Forthun Road is not wide enough to allow for on street parking, the road is not striped for parking and currently no signage.

In order to have statutory authority to enforce no parking zones the city needs to adopt a resolution indicating their intentions. This gives law enforcement the authority to issue a citation.

The resolution pending will address Forthun Road which currently has no signage or striping.

At this time we are not looking to place additional signs. Staff will evaluate and monitor Forthun Road over the next year. Should it be identified that signage would be appropriate that would be included in future budget proposals.

**FINANCIAL IMPLICATIONS**

Public Works Staff will install signs as requested by the Police Department. Financial costs will be attributed as soon as the number of signs are known and included in future budget proposals.

**STAFF RECOMMENDATION**

Staff recommends that council adopt the no parking resolution as presented.

**COUNCIL ACTION REQUESTED**

Request a motion to approve Resolution No. 2016-015 adopting no parking restrictions on Forthun Road from Foley Road to Elmwood Drive.

**CITY OF BAXTER, MINNESOTA  
RESOLUTION 2016-015**

**A RESOLUTION RELATING TO PARKING ALONG FORTHUN ROAD**

**WHEREAS**, pursuant to Baxter City Code Section 6.2.4, the Baxter City Council hereby resolves as follows.

**BE IT HEREBY RESOLVED** by the City of Baxter, Minnesota as follows:

There shall be no parking along either side of Forthun Road from Foley Road to Elmwood Drive.

The Public Works Director/City Engineer shall post any additional signs as needed along this part of Forthun Road indicating the parking restrictions.

**Whereupon, said resolution is hereby declared adopted on this 16<sup>th</sup> day of February, 2016.**

\_\_\_\_\_  
**Darrel Olson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kelly Steele, Assistant City Administrator/Clerk**

REQUEST FOR COUNCIL ACTION

02.16.2016

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**Department Origination:**  
Public Works

**Agenda Section:**  
Consent

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**Agenda Item:** Cold Weather Policy for the City of Baxter Warming Houses

---

**Approval Required:** Simple Majority Vote of the Council

---

**BACKGROUND**

Currently, the City of Baxter does not have a formal cold weather policy regarding the warming houses. In the best interest of health and safety of all parties, the City of Baxter recommends adopting a cold weather formal policy.

Staff has researched cold weather policies for warming houses from neighboring cities that provide recreational skating and by using similar text it would keep policies consistent.

**FINANCIAL IMPLICATIONS**

The cold weather policy for the City of Baxter warming houses has no financial implications.

**STAFF RECOMMENDATION**

Staff recommends approval of the cold weather policy for the City of Baxter Warming Houses.

**COUNCIL ACTION REQUESTED**

Motion to approve the cold weather policy for the City of Baxter Warming Houses.

**CITY OF BAXTER  
INCLEMENT WEATHER GUIDELINES FOR  
WARMING HOUSE AND RINK CLOSURES**

The City maintains warming houses and outdoor skating rinks at Oscar Kristofferson Park and Loren Thompson Park. The warming houses and rinks will close when it is in the best interest and safety of the community.

**CLOSURE GUIDELINES**

While the guidelines below are generally the criteria that will be followed to determine warming house and rink closures, the City reserves the right to close the warming houses and rinks when it is in the best interest and safety of the participants.

Based on weather/ice conditions, warming house and rinks may be closed under the following conditions:

- Snow cover on rinks
- Warm or thawing of ice
- Thickness of ice
- Overall ice conditions
- Air temperature is -10 degrees or below
- The wind chill factor is -25 degrees or more

**WEATHER ANNOUNCEMENTS**

For weather cancellation announcements, please view the City's website at [www.baxtermn.gov](http://www.baxtermn.gov) or listen to WJLY 106.7.

Whereupon, said Policy is hereby declared adopted on this 16<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
Darrel Olson, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Steele, Assistant City Administrator/Clerk

City Seal

REQUEST FOR COUNCIL ACTION

02.16.2016

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**Department Origination:**  
Public Works

**Agenda Section:**  
Consent

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**Agenda Item:** Approve the Work Plan for the Baxter Water Quality Project for the Whiskey Creek Tributary to the Mississippi River and move the construction of the project from 2017 to 2018 in the City 5-year Capital Improvements Plan.

---

**Approval Required:** Simple Majority Vote of the Council

---

**BACKGROUND**

In 2013, the City had a unique opportunity to treat stormwater runoff from its commercial district surrounding Trunk Highway 371 that would assist in the City's mission of reducing impacts on its water resources, specifically Whiskey Creek and the Mississippi River.

The Crow Wing Soil and Water Conservation District hired HDR in 2013 to conduct a stormwater retrofit study of Baxter that used this information to assess the proposed pond's water quality treatment potential. This was part of the Whiskey Creek Study conducted by the Crow Wing Soil and Water Conservation District. The proposed water quality stormwater pond would provide significant multiple benefits given its location in the City.

The area is a 70 acre parcel north of Excelsior Road and west of Cypress Drive and east of Golf Course Drive which is owned by Good Samaritan Society. The property owners plan to build on a large portion of the property which will provide senior care and services in a park like setting. The property has direct access to the Paul Bunyan State Trail.

Stormwater runoff discharges to Whiskey Creek in the vicinity of Fleet Farm and the Good Samaritan property on Golf Course Drive; Whiskey Creek makes its way through the Northland Arboretum and a major wetland before emptying into the Mississippi River.

The staff recommended work plan for implementing and constructing the project is as follows:

1. Begin negotiations with Good Samaritan in February, 2016 and complete negotiations by August 2016.
2. Apply for Community Development Grant for land acquisition in the fall of 2016.
3. If necessary, apply for LAWCON Grant in March of 2017.
4. Purchase land in April of 2017
5. Apply for Point Source Implementation Grant in April, 2017 for implementation funding.
6. Apply for Clean Water Funding in July, 2017 for implementation funding
7. Construction project for summer of 2018.

The City of Baxter currently has the Whiskey Creek Tributary Project scheduled for 2017 in the 5-Year CIP. A grant application for property acquisition would need to be submitted this year and staff feels that moving the project back one year would allow for the application of grants for land acquisition. Then after acquiring the land in early 2017 the next phase in the work plan would be to apply for construction or implementation grants in the summer of 2017. Finally construction could start as early as spring of 2018.

**FINANCIAL IMPLICATIONS**

By moving the construction from 2017 to 2018 would allow the City time to apply for grants for both land acquisition and construction.

However, if the City Council would approve the WSB Certificate of Survey Contract for the Baxter Water Quality Project for the Whiskey Creek Tributary to the Mississippi River, \$3,750.00 would need to be expended in the capital project fund account and recovered at a later date.

**STAFF RECOMMENDATION**

Staff recommends the City Council approve the Work Plan for the Baxter Water Quality Project for the Whiskey Creek Tributary to the Mississippi River and move the construction of the project from 2017 to 2018 in the City's 5-year Capital Improvements Plan.

If City Council so chooses to approve the work plan and move the construction of the project from 2017 to 2018 in the City's 5-year Capital Improvements Plan, the next step is to negotiate with the land owner. In order to negotiate staff will need to have survey and drawings completed; therefore, staff recommends approving the WSB Certificate of Survey Contract for the Baxter Water Quality Project for the Whiskey Creek Tributary to the Mississippi River in the amount of \$3,750.00.

**COUNCIL ACTION REQUESTED**

**MOTION** to approve the Work Plan for the Baxter Water Quality Project for the Whiskey Creek Tributary to the Mississippi River and move the construction of the project from 2017 to 2018 in the City 5-year Capital Improvements Plan.

**MOTION** to approve the WSB Certificate of Survey Contract for the Baxter Water Quality Project for the Whiskey Creek Tributary to the Mississippi River in the amount of \$3,750.00.

Attachments:

1. Schedule
2. Funding Sources
3. WSB Contract for Certificate of Survey

Phase	Funding Source	2016												2017											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Land Acquisition	Clean Water Partnership Loan	Applications accepted any time												Applications accepted any time											
	LAWCON																								
	Community Development																								
	W&W Disposal Loan	Applications accepted any time												Applications accepted any time											
Implementation	Clean Water Fund																								
	Clean Water Partnership Loan	Applications accepted any time												Applications accepted any time											
	CW State Revolving Fund Green Project Reserve																								
	Point Source Implementation Grant																								
grant writing period																									
preliminary proposal due																									
application due																									
work construction																									

**STRATEGY**

1. Begin negotiations with Good Samaritan in February, 2016 and complete negotiations by August 2016
2. Apply for Community Development Grant for land acquisition in the Fall of 2016
3. If necessary, apply for LAWCON Grant in March of 2017
4. Apply for Point Source Implementation Grant in April, 2017 for implementation funding
5. Apply for Clean Water Funding in July, 2017 for implementation funding
6. Construct project in Summer of 2018

**Staff recommends moving the construction of the Baxter Water Quality Project for the Whiskey Creek Tributary to the Mississippi River in the City 5-Year CIP from 2017 to 2018.**

### Baxter Water Quality Project for the Whiskey Creek Tributary to the Mississippi River

	Funding Source	Agency	Grant/Loan	Application Deadline	Description
Acquisition	CWP Loan	MPCA	Loan	Get on PPL by March 4, 2016, then on IUP	Maximum loan possible is \$2,000,000 per project (\$11,000,000 available across State). Low-interest loans (currently at 2%) from State Revolving Fund (SRF) for implementation projects to cover entire cost of the implementation phase. Required to get on the State Priority Project List by March of preceding year of implementation. On-going loan applications through the year.
	LAWCON	National Park Service and Minnesota DNR	Grant	Mar-16	50:50 matching grants to local units of government for cost of acquisition, development, and/or redevelopment of local parks and recreation areas (with a maximum grant award of \$100,000).
	Community Development	Minnesota Department of Employment and Economic Development and U.S. Department of Housing and Urban Development	Grant	26-Feb-16	Public facility grants. The maximum grant awarded for a single purpose project is \$600,000.
	W&W Disposal Loan	USDA Rural Development	Loan	Anytime	Long-term, low interest loan.
Implementation	Clean Water Fund	BWSR	Grant	Aug-16	75:25 Cost Share/Match
	CWP Loan	MPCA	Loan	Get on PPL by March 4, 2016, then on IUP	The maximum loan possible is \$2,000,000 per project (\$11,000,000 available across State). Low-interest loans (currently at 2%) from State Revolving Fund (SRF) for implementation projects to cover entire cost of the implementation phase. Required to get on the State Priority Project List by March of preceding year of implementation. On-going loan applications through the year.
	CW State Revolving Fund Green Project Reserve	MPCA	Loan	Get on PPL by March 4, 2016, then on IUP	Loan has 25% forgiveness. Must be on the Priority Project List (March 4, 2016) as well as the Intended Use Plan (June 3, 2016) for funding before June 30, 2017.
	Point Source Implementation Grant	MPCA	Grant	30-Jun-16	50% of eligible costs up to a maximum of \$3,000,000. Public Facilities Authority (PFA) is responsible for the financial administration of the program. Projects must be listed on the MPCA's Project Priority List (PPL) and eligible as-bid costs must be certified by the MPCA prior to grant award.



Infrastructure ■ Engineering ■ Planning ■ Construction

15574 Edgewood Drive  
Suite 103  
Baxter, MN 56401  
Tel: 218-824-3980

February 10, 2016

Mr. Trevor Walter, PE  
Public Works Director/City Engineer  
City of Baxter  
13190 Memorywood Drive  
Baxter, MN 56425

Re: Certificate of Survey Proposal  
Whiskey Creek Tributary Project

Dear Mr. Walter:

WSB & Associates, Inc. (WSB) is pleased to submit this proposal to prepare a Certificate of Survey and associated maps and figures for the proposed Whiskey Creek Tributary Project adjacent to Golf Course Drive on the property currently owned by the Evangelical Lutheran Good Samaritan Society (Good Samaritan).

A Concept Plan for the Whiskey Creek Tributary project was developed as part of a Feasibility Study of Alternatives approved by the City Council on October 21, 2014. This Concept Plan is proposed to be located on Outlets' E and F of the Baxter Town Center Plat.

Based on our understanding of the project we have developed a Scope of Work and Cost Estimate to complete this project. Listed below are the proposed major elements of each work task.

**Scope of Work**

**Task 1 – Data Collection:** WSB will collect available data from the City of Baxter and Crow Wing County. This will include all existing plat's and property descriptions in electronic format. It is assumed that no field data collection will be conducted.

**Task 2 – Certificate of Survey:** Based on the proposed Whiskey Creek Tributary Project Concept Plan a draft Certificate of Survey will be prepared for discussing impacts with the property owner. After discussions with the property owner a final Certificate of Survey will be prepared. It is assumed that one draft and one final Certificate will be prepared.

**Task 3 – Maps and Figures:** Maps and figures will be prepared using existing aerial photography for use in the discussions with the property owner. Two iterations of the maps and figures will be prepared; one with the draft Certificate of Survey and one with the final.

It is assumed that all discussions with the property owners will be conducted by the City and that WSB will not be required to attend any meetings. All communications between WSB and the City will be through phone conversations and email.

Mr. Trevor Walter  
February 10, 2016  
Page 2

Cost

Based on the above scope of work the estimated cost for each task is outlined below.

Task 1 – Data Collection	\$500
Task 2 – Certificate of Survey	\$2,500
Task 3 – Figures and Maps	\$750
<hr/>	
Total Project Cost	\$3,750

WSB & Associates, Inc. will bill the City of Baxter for the actual hours worked at each employee classification times the current WSB hourly rates for that employee classification up to the maximum of \$3,750.

Schedule

WSB & Associates, Inc. will complete the data collection and prepare the draft Certificate of Survey within two weeks for the notice to proceed. The final Certificate of Survey will be completed after the City's discussions with the property owner.

If the above proposed Scope of Work and the associated fee and schedule appear to be appropriate, please sign a copy of the proposal and return to me at your earliest convenience. We will proceed immediately upon receipt of the signed contract.

Once again, we appreciate the opportunity to assist the City of Baxter in the completion of this project. If you have any questions regarding our proposal, please contact me at 763-287-7183.

Sincerely,

*WSB & Associates, Inc.*



Charles T. Rickart, PE, PTOE  
Project Manager/Principal

cc: Shawn Tracy, WSB and Associates

CITY OF BAXTER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Its

\_\_\_\_\_  
Date

REQUEST FOR COUNCIL ACTION

February 16, 2016

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**Department Origination:** Administration                      **Agenda Section:** Consent

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**Agenda Item:** Approve \$12,500 Budget Amendment for Skidsteer Purchase

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**Approval Required:** Simple Majority of Vote of the Council

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**BACKGROUND**

In preparation of the 2016 budget, the purchase price for a new skidsteer was estimated to be \$72,000. While recently reviewing the model specifications, the Public Works Department determined a skidsteer larger than initially consider would be required to meet the needs of the Streets Division. The proposed changes to incorporate the needs of the Streets Division include upgrading to a John Deere 333E model. This model has a heavier weight, larger tipping load, larger bucket, and an increased boom height. The proposed model also includes a back-up camera, rock bucket for sifting and separating debris, and forks for loading and unloading items.

The Parks and Trails Division recently reviewed contract prices, meeting the needs of both the Street Division and Parks and Trails Division, for the purchase through Midwest Machinery, NJPA, and the State Contract. The State Contract provided the lowest price of \$84,428.32, a 17% increase over the budgeted amount. Due to the increased cost, staff is seeking council approval for the budget amendment to accommodate the upgraded model.

**FINANCIAL IMPLICATIONS**

The skidsteer tractor and related accessories are included in the 2016 Capital Equipment Budget for \$72,000, with 2016 and 2017 annual funding contributions from the streets maintenance and parks maintenance departments. The Capital Equipment Fund provides a sinking fund for future capital equipment replacement purchases and attempts to smooth out the annual property tax levy for capital outlay expenditures by programming for systematic replacement of capital equipment.

The revised \$84,500 purchase cost of the skidsteer can be accommodated initially from the Capital Equipment Fund with a future replenishment of the additional \$12,500 to the fund. Future capital equipment purchases in future budgets may need to be reprioritized to fund the additional \$12,500 cost or additional resources may be necessary in 2017 to replenish the fund.

**STAFF RECOMMENDATIONS**

Staff recommends approving a budget amendment of \$12,500 for the purchase of the John Deere skidstreer 333E through the Minnesota State Bid Contract.

**COUNCIL ACTION REQUESTED**

Motion to approve a \$12,500 budget amendment for the skidsteer purchase

REQUEST FOR COUNCIL ACTION

February 16, 2016

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**Department Origination:** Police

**Agenda Section:** Consent

---

**Agenda Item: Approve the Transfer of \$3,000 from Drug Forfeiture Fund to Police Department Budget for the Purchase of New Tasers.**

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**Approval Required:** Simple Majority of Vote of the Council

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**BACKGROUND**

The Police Department currently provides Taser weapons to each officer on the department. The weapons have been purchased over the course of the past 12 years. A portion of the weapons are now beyond their useful life, are out of the warranty period, and will no longer be supported by Taser. Taser has made significant upgrades and changes to the weapons they now sell and no longer repair or sell parts for the older models we still deploy.

Our 2016 budget accounted for the purchase of 3 new Tasers. In checking the inventory we feel it would be best to replace a total of 6 of the Tasers we currently have deployed with the newer models.

To complete this upgrade we will need to transfer an additional \$3,000 from the drug forfeiture fund. This transfer is an acceptable use of the forfeiture funds.

**FINANCIAL IMPLICATIONS**

A transfer of \$3,000 from the Drug Forfeiture Fund will be completed to cover the additional costs not accounted for in the adopted 2016 budget.

**STAFF RECOMMENDATION**

Staff is recommending approval of the transfer of \$3,000 from the Drug Forfeiture Fund to cover the costs associated with the purchase of 6 new Tasers.

**COUNCIL ACTION REQUESTED**

Motion to approve the transfer of \$3,000 from the Drug Forfeiture Fund to purchase additional Tasers.

**CITY OF BAXTER MINNESOTA  
RESOLUTION 2016-016**

**RESOLUTION ORDERING PREPARATION OF REPORT ON 2016 DELLWOOD  
DRIVE NORTH IMPROVEMENT PROJECT**

WHEREAS, it is proposed to improve Dellwood Drive from Novotny Road to CSAH 49 (Wise Road) and to assess benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BAXTER, MINNESOTA:

That the proposed improvement, called Improvement No. 4115, 2016 Dellwood Drive North Improvement Project, be referred to Widseth, Smith and Nolting (WSN) for study and WSN is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

**Whereupon, said Resolution is hereby declared adopted on this 16<sup>th</sup> day of February, 2016.**

\_\_\_\_\_  
**Darrel Olson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kelly Steele, Assistant City Administrator/Clerk**

*City Seal*

**UTILITIES COMMISSION  
February 3, 2016**

The regular meeting of the Baxter Utilities Commission was called to order at 5:30 p.m. by Chairman Rock Yliniemi.

MEMBERS PRESENT: Commissioners Jack Christofferson, Shawn Crochet, Dave Franzen, Doug Wolf, and Chairman Rock Yliniemi.

MEMBERS ABSENT: Council Liaison Mark Cross.

STAFF PRESENT: Public Works Director/City Engineer Trevor Walter, Public Works Supervisor Kevin Cassady, and Administrative Assistant Mary Haugen.

OTHERS PRESENT: Progressive Consulting Engineer Naeem Qureshi, WSN Consulting Engineer Aric Welch, SEH Consulting Engineer Scott Hedlund, and Bolton & Menk Consulting Engineer Mike Rardin.

**APPROVAL OF MINUTES**

**MOTION** by Commissioner Wolf, seconded by Commissioner Christofferson to approve the Utilities Commission minutes of January 6, 2016. Motion carried unanimously.

**PROGRESSIVE CONSULTING ENGINEER'S WATER TREATMENT PLANT STUDY**

Progressive Consulting Engineer Naeem Qureshi gave a brief introduction of Progressive Consulting Engineers and thanked the commission for their time. Mr. Qureshi thanked Public Works Supervisor Kevin Cassady and his staff for their excellent assistance with the Water Treatment Plant Study and stated it was very enjoyable to work with City staff and they were always willing to assist and very knowledgeable.

The plant was originally designed to produce 5 million gallons per day; however, the actual plant capacity is 3.2 million gallons per day. Mr. Qureshi stated that staff is producing excellent water quality despite the water treatment plant capacity and treatment issues.

The water treatment process consists of forced draft aeration, addition of chlorine followed by potassium permanganate, detention and filtration. Potassium permanganate was added as a regeneration chemical to remove iron and hydrogen sulfide.

A polymer was initially tested and added. The polymer did increase the filter run volume to 2403 gallons per minute with filter runs increasing to 28.5 hours. However, the polymer feeding system continued to plug and required constant attention by staff. The polymer was being carried through with the backwash effluent into the backwash recovery basin and preventing the settling of the particulate matter and as a result the sludge was coming back to the filter influent. The feeding of the polymer was ultimately abandoned.

Potassium permanganate also contains manganese which reduced the filter run time due to increased manganese from both the wells and the potassium permanganate. The treatment plant

now adds only chlorine to remove manganese through manganese greensand filters. The manganese greensand is charged every six months by potassium permanganate and is operating very efficiently.

The backwash flumes were designed for simultaneous air/water backwash to clean the filters. However the 3-foot wide concrete flume in the middle of the filter impedes the even distribution of air resulting in media loss and not effectively cleaning the media. City staff now uses air/water backwash until the water reaches the lip of the flumes followed by water wash only. This backwash procedure is less effective in cleaning the filters than simultaneous air/water backwash. The filters are experiencing early breakthrough after only 14-16 hours of filter run resulting in reduced plant capacity of about 3.2 million gallons a day.

The evaluation of the plant by Progressive Consulting Engineers included the following steps:

- Sampling of water quality throughout the treatment process
- Visual inspection of air scour and backwash
- Freeboard measurements
- Backwash rate
- Bed expansion
- Floc analysis
- Backwash turbidity analysis
- Bed fluidization
- Box excavation
- Polymer testing

Based on the evaluation the findings of fact are listed below:

- Well water quality is very difficult to treat
- Total Organic Compound complexes the iron and manganese
- Simultaneous air/water media is not getting clean – existing flume impedes backwash
- Solids removal is minimal in detention basin
- Recycle pump sends solids to the detention basin
- Removing solids from the detention basin is very difficult with current design
- Reduce loading on the filter to improve filter output
- Feeding polymer will help aggregate solids

The floc analysis of the filter media shows that the backwash is ineffective in removing the particulate matter lodged in the interstitial pore spaces of the media. The original design of simultaneous air/water backwash, which is effective in removing the particulate matter, cannot

be used, because of media loss due to the non-uniform distribution of air. The non-uniform distribution of air is caused by the 3-foot wide flume in the middle of the filter, which occupies about 25% of the filter area.

The recycle basin currently recycles the filter backwash flow after the solids have a chance to settle. One way to ensure that the recycle water has the least solids is to install a floating decanter, which always draws water from the top of the basin. This would reduce the loading on the filter to some extent and help reuse more water.

Public Works Supervisor Cassady stated the floating decanter is a very economical solution and will work great.

Mr. Qureshi stated that one option to improve the filter run is to add garnet to the filters. The effective size of the garnet is 0.2-0.25 mm and it will provide a much denser filter media with the enhanced ability of preventing early breakthrough.

The option for improving the filter backwash would require the removal of the existing concrete flumes and installing a 24' long by 6' wide stainless steel flume in each filter. The flumes will be designed for simultaneous air/water backwash. Public Works Supervisor Cassady stated this would be major construction for the filters. They can construct one filter at a time and the plant can run on three filters during construction. This would not just be associated costs since water production would also be impacted during construction. The construction would need to be during the winter preferably January through March.

Progressive Consulting Engineers came up with the following options to Improving Plant Output:

1. Install a floating decanter in the recycle basin
2. Pilot Test adding a polymer to improve settling in the detention basin
3. Replace existing concrete flumes with new stainless steel troughs
4. Conduct a pilot study to evaluate additional options such as:
  - a) Install plate settlers
  - b) Install garnet in the filters
  - c) Install a Densa Deg Clarifier

Public Works Director/City Engineer Walter stated the decanter and the pilot study of the polymer system can be amended into the 2016 budget and all other options would need to be part of the 2017 budget discussions with City Council.

#### 2016 Improvements

1. Install a Floating Decanter in the Recycle Basin

Capital	\$20,000.00
Engineering	\$ 5,000.00
<b>Total</b>	<b>\$25,000.00</b>

2. Pilot Study Enhanced Settling in Detention Tank by Adding a Polymer

Capital	\$30,000.00
Engineering	\$12,000.00
<b>Total</b>	<b>\$42,000.00</b>

2017 Improvements

1. Replace Existing Concrete Flumes

Capital	\$200,000.00
Engineering	\$ 50,000.00
<b>Total</b>	<b>\$250,000.00</b>

2. Plant Pilot Study

Equipment Rental	\$18,000.00
Engineering	\$15,000.00
Densa Deg Study	\$ 3,500.00
<b>Total</b>	<b>\$36,500.00</b>

2017 and Beyond Improvements after recommendation from 2017 Pilot Study

1. Install Plate Settlers and Sludge Removal System

Capital	\$550,000.00
Engineering	\$100,000.00
<b>Total</b>	<b>\$650,000.00</b>

2. Densa Deg Clarifier

Capital	\$1.2 – 1.8 million
Engineering	\$200,000.00
<b>Total</b>	<b>\$1.4 – 2.0 Million</b>

Commissioner Crochet inquired on the use of the polymer since the City had problems with this system in the past. Mr. Qureshi stated the polymer that was used before was the wrong kind. Public Works Supervisor Cassady informed the commission that he still has the equipment and it

can be reinstalled which will help to keep costs down so the \$30,000 in capital costs in 2016 will be much lower for the pilot study.

Consensus of commission was to move forward with the Water Treatment Plant Project with Public Works Supervisor Cassady and staff to assist with keeping down capital costs as much as possible.

**PROGRESSIVE CONSULTING ENGINEER'S AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DESIGN OF A FLOATING DECANTER, REVIEW SHOP DRAWING AND CONSTRUCTION OBSERVATION**

Progressive Consulting Engineer Naem Qureshi reviewed the Agreement for Professional Services for the Design of a Floating Decanter, Review Shop Drawings and Construction Observation.

**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council approve the Progressive Consulting Engineer's Agreement for Professional Services for the Design of a Floating Decanter, Review Shop Drawings and Construction Observation in the Not to Exceed amount of \$5,000.00. Motion carried unanimously.

**PROGRESSIVE CONSULTING ENGINEER'S AGREEMENT FOR PROFESSIONAL SERVICES FOR A PILOT STUDY OF A POLYMER FEED SYSTEM**

Progressive Consulting Engineer Naem Qureshi reviewed the Agreement for Professional Services for a Pilot Study of a Polymer Feed System.

**MOTION** by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the Progressive Consulting Engineer's Agreement for Professional Services for a Pilot Study of a Polymer Feed System in the Not to Exceed amount of \$12,000.00. Motion carried unanimously.

**LIFT STATION NO. 8 RECONSTRUCTION PLANS AND SPECIFICATIONS**

WSN Consulting Engineer Welch reviewed the Lift Station No. 8 Construction Plans and Specifications. Public Works Director/City Engineer Walter had no concerns with the plans and specifications and recommended approval and advertise for bids.

**MOTION** by Commissioner Franzen, seconded by Commissioner Crochet to recommend City Council approve the Lift Station No. 8 Reconstruction Plans and Specifications and direct staff to advertise for bids. Motion carried unanimously.

**LIFT STATION NO. 8 RECONSTRUCTION QUALITY FLOW SYSTEMS PUMP AND CONTROL PANEL PROPOSAL**

WSN Consulting Engineer Welch reviewed the Quality Flow Systems quote for the pumps and control panel for Lift Station No. 8 Reconstruction. Mr. Welch informed the commission that this is a proprietary system that is used on all lift stations which is why only one quote is being submitted to the commission for approval.

**MOTION** by Commissioner Franzen, seconded by Commissioner Crochet to recommend City Council approve the Quality Flow Systems, Inc. Proposal for pumps, control panels and accessories in the total amount of \$49,770.00 for the Lift Station No. 8 Reconstruction Project. Motion carried unanimously.

**BOLTON & MENK PAVEMENT MANAGEMENT PROGRAM PRESENTATION**

Bolton & Menk Consulting Engineer Michael Rardin informed the commission that the pavement management program is to provide information regarding a street pavement management program consisting of seven areas in the City based on a seven year chip seal and sealcoat cycle.

During 2013 an engineering inspection and evaluation of each street, based on the PASER methodology, was completed by Bolton & Menk, Inc. Based on that study, BMI produced the “Comprehensive Pavement Management System” report, dated July 16, 2013, which identified a maintenance and rehabilitation strategy with associated costs for every City owned paved street. Street segments were prioritized based on their condition ratings providing the City a “guide” to future road maintenance / rehabilitation needs and costs.

During the development of the 2015 Chip Seal and Seal Coating Project, the following questions, not all inclusive, were raised:

1. Why are streets being repaired “randomly” across the community? What is the rationale for that?
2. Can this work be consolidated into more well defined areas for easy explanation and understanding?
3. Will consolidation of this work be more economical? Of less impact to property owners?
4. Can a program be developed that would allow for flexible routine repairs with relatively uniform funding needs? Can annual costs vary to allow for doing the right thing at the right time while at the same time keeping funding and costs relatively uniform or stable over the long term with less inflationary impacts?

Bolton & Menk was contracted with in 2015 to develop a more consistent Pavement Management Program. In 2015 BMI updated ratings in the City’s pavement database reflecting actual 2014 construction and 2015 street projects; however, citywide street pavement

evaluations (ratings) were not performed. Based on this update, a Pavement Management Program has been developed for the City. The proposed pavement management program, including the updated street pavement database, was attached as “Exhibit A in the Street Pavement Management Program”.

The following major concepts are included in the proposed pavement management program:

1. Appropriate pavement maintenance and rehabilitation done at the proper time reduces City pavement costs over the long term
2. The PMS methodology used is the PASER system
3. Preventive maintenance strategies consist of patching, crack sealing, and seal coating
4. Rehabilitation strategies consists of overlays, reclamation, and reconstruction
5. Preventive maintenance strategies are employed on streets with PASER ratings of 6 or higher
6. Rehabilitation strategies are employed on streets with PASER ratings of 5 and lower
7. The City is divided into seven (7) pavement management areas, of roughly comparable size, to the extent practicable
8. Street inspections and PASER ratings are scheduled for 2016 and every 3 years thereafter
9. Rehabilitation projects are prioritized with worst being considered first
10. Future utility coordination and development efforts are factored into project identification and prioritization
11. Paved streets that are expected to be reconstructed in conjunction with future utility installations (water / sewer) will not be programmed for preventive maintenance or rehabilitation activities under this program
12. This program is aimed at addressing existing City (local and MSA) street pavement preservation and perpetuation needs only
13. Construction of new (additional) streets and enhancement or reconstruction of existing streets due to utility or redevelopment needs are acknowledged in the street database but are not funded under this program

Based on the proposed program and City staff input, BMI has developed a long term pavement management plan beginning in 2016 with rehabilitation projects in Area 6 and maintenance projects in Area 3. The CIP provides for planned pavement management activities as well as other previously planned street projects being considered by the City.

The following should be noted regarding the CIP provided in the proposed plan:

1. Projects in the City’s current 5-year CIP are highlighted in blue

2. In order to meet the current 2016 sealcoat budget of \$200,000 and \$500,000 annually thereafter, along with aligning with past sealcoat and rehabilitation projects, some sealcoat projects had to be deferred from their initial “plan” year to a future year; those projects are highlighted in tan
3. There are approximately thirty (30) rehabilitation projects in the plan that are not currently in the adopted City CIP; those proposed projects should be placed in the City’s official 5 year CIP or deferred to a future year to be determined
4. New construction projects funded outside this program have been highlighted in green
5. Streets identified for future utility installations are highlighted in pink; reconstruction costs (current dollars) are estimated and shown for informational purposes; and, no maintenance activities are programmed for these streets
6. Three (3) streets contained in the current CIP scheduled as 2018 mill/overlay projects were seal coated during 2015 and could be dropped from the CIP as mill/overlay projects

Based on the proposed Pavement Management Plan and long term management activities, the pavement management program cost is currently estimated at \$2,010,000.00 per year. This cost is comprised of two categories - maintenance (chip sealing/sealcoating) currently estimated to cost \$370,000.00 per year and rehabilitation (mill & overlays, full depth reclamation, and reconstruction) currently estimated to cost \$1,640,000.00 per year.

The program is intended to establish a formal practice and funding to preserve existing City (local and MSA) street pavements. Funding for new street projects due to utility and development needs are not provided for in this program and should be addressed separately outside this program when being proposed.

Bolton & Menk recommends the street pavements be inspected and PASER rated in 2016 to monitor overall network condition and allow for future programming of preventative maintenance rehabilitation activities per the management program.

**MOTION** by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council adopt Resolution No. 2016-XX approving the 2016 Pavement Management Program. Motion carried unanimously.

**BOLTON & MENK 2016 PAVEMENT MANAGEMENT ENGINEERING CONTRACT**

Bolton & Menk Consulting Engineer Rardin reviewed the 2016 Pavement Management Engineering Contract. In order to finish the pavement management program and refine the City 5-Year CIP a second contract is needed in 2016. Public Works Director/City Engineer Walter had no concerns with the contract and recommended approval.

**MOTION** by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Bolton & Menk Proposal for Engineering Services for the 2016 Pavement Management Program Implementation in the estimated cost of \$14,700.00 depending on the number of meetings and number of maps required at the end of the implementation process. Motion carried unanimously.

**BOLTON & MENK 206 CHIP SEALING PLANS, QUANTITIES & SPECIFICATIONS**

Bolton & Menk Consulting Engineer Rardin reviewed the 2016 Chip Sealing Plans, Quantities and Specifications contract with the commission. Public Works Director/City Engineer Walter had no concerns with the 2016 Chip Sealing Plans, Quantities and Specifications contract and recommended approval.

**MOTION** by Commissioner Franzen, seconded by Commissioner Crochet to recommend City Council approve the Bolton & Menk Proposal for Engineering Services for the 2016 Chip Sealcoat Improvements Project in the not to exceed amount of \$4,500.00. Motion carried unanimously.

**BOLTON & MENK PROPOSAL FOR AMENDED ENGINEERING SERVICES FOR LIFT STATION NO. 3 FORCEMAIN REROUTE PROJECT**

Bolton & Menk Consulting Engineer Rardin reviewed the amended engineering contract for the Lift Station No. 3 Forcemain Reroute Project.

The total estimated cost for services included survey, geotechnical investigation, preliminary engineering, and final engineering. Construction plans were developed and reviewed by City staff but public bidding was delayed due to the railroad permit and Foley Road right of way issue.

Bolton & Menk has requested a fee amendment due to the following circumstances:

- During design, Bolton & Menk survey staff identified areas where no easement was dedicated with the COSTCO Plat as indicated in the original project RFP and as understood by City staff. As a result, the City Attorney has initiated a process to obtain the originally intended easement area in the COSTCO Plat. To date, the City has received and recorded an easement for parcels held by the Costco Wholesale Corporation but has not received a response from the other property owner, Michael Holdings of Baxter, LLC.
- It was identified during railroad utility permitting that the Burlington Northern Railroad still retained ownership of the Foley Road right-of-way (MnDOT R/W parcels 200 and 200B) and that the City would pay significant initial and annual utility permit fees as a

result. We understand that the City Attorney is attempting to acquire the easement areas and that the City would like us to identify and design a new forcemain route that will remove forcemain length from Railroad utility permit fee responsibility.

- During 2015 construction of Inglewood Road improvements were completed in the Fairview Road/Madeline Avenue area, which included completing a portion of the planned Lift Station #3 forcemain re-routing. Those changes will need to be updated and integrated into the Lift Station #3 Forcemain Re-route plans.

The following scope of services and costs are listed below:

1. Survey Services to obtain field topographic data and utility locates along T.H. 371 south of the railroad tracks and integrate changes into the design field.  
Estimated cost = \$1,790.00
2. Revise plans to include Inglewood Road/Fairview Road/Madeline Avenue 2015 construction information and prepare new forcemain alignment south of the railroad tracks along T.H. 371 to reduce or limit annual railroad permit fee.  
Estimated cost = \$7,660.00
3. Additional work, as requested, to assist City Staff and the City Attorney acquire easements and railroad utility permit will be billed per the agreed to staff billing rates.

**MOTION** by Commissioner Crochet, seconded by Commissioner Franzen to recommend City Council approve the Bolton & Menk Proposal for Amended Engineering Services for the Baxter Lift Station No. 3 Forcemain Reroute Project in the estimated amount of \$9,450.00 plus additional work as requested will be billed per hour at the agreed upon staff billing rates in the agreement. Motion carried unanimously.

**EXCELSIOR ROAD IMPROVEMENT PROJECT PARTIAL PAY ESTIMATE NO. 7**

SEH Consulting Engineer Hedlund request the commission rescind Anderson Brothers Construction Final Pay Estimate No. 7 in the amount of \$107,075.84 at the January 5, 2016 Utilities Commission meeting.

Mr. Hedlund explained that during record drawing preparation and closeout paperwork, an estimated 300 foot segment of Excelsior Road on the first curve west of Broadmoor Drive where the inslope was graded steeper than planned. The 300 foot segment is where the guardrail used to be and will need to be addressed prior to closing out the project.

Mr. Hedlund has contacted Anderson Brothers Construction regarding this matter and they have stated this work could be completed in 1 – 2 days in the spring after the frost in the ground was gone. This work will not require any detour or closing of the roadway.

Commissioner Franzen inquired on how this occurred when there is an inspector for the project. Mr. Hedlund stated that unfortunately it was not caught during construction of the project.

Commissioner Franzen inquired if there would be any additional cost for the repair since he felt the City should not be the responsible party. Mr. Hedlund stated that at this time it will be treated as a warranty issue.

Public Works Director/City Engineer Walter inquired if enough retainage was being held to cover the work? Mr. Hedlund stated that \$12,000.00 is what the estimated value of the work is and that retainage is still approximately \$20,000 which will cover the cost of work that needs to be completed.

Commissioner Franzen reiterated that the City should have no cost on this repair since there was a project manager to oversee the project. Chairman Yliniemi stated that this problem shouldn't have occurred since it was clearly shown on the project plans.

Commissioner Franzen inquired if the repair will damage any of the existing area and Chairman Yliniemi stated that the City of Baxter should not have to pay for any reseeded. Mr. Hedlund stated that approximately 600 yards of material will be needed for the repairs and then reseed the entire area up to the bituminous shoulder of the road.

**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council rescind the January 6, 2016 motion to approve the Anderson Brothers Construction Final Pay Estimate No. 7 in the amount of \$107,075.84 for the 2015 Excelsior Road Improvement Project. Motion carried unanimously.

**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council approve the Anderson Brothers Construction Partial Pay Estimate No. 7 in the amount of \$85,181.81 for the 2015 Excelsior Road Improvement Project. Motion carried unanimously.

**2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD PARTIAL PAY ESTIMATE NO. 4**

WSN Consulting Engineer Welch reviewed the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project Partial Pay Estimate No. 4. Public Works Director/City Engineer Walter requested the pay estimate be tabled until the March 2<sup>nd</sup> meeting since there are several matters to be addressed, specifically the watermain that was directional bored and has not passed inspection testing.

**MOTION** by Commissioner Wolf, seconded by Commissioner Franzen to table the R. L. Larson Excavating Partial Pay Estimate No. 4 in the amount of \$44,874.79 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project until the March 2, 2016 meeting. Motion carried unanimously.

**WSN 20-YEAR MAINTENANCE PLAN UPDATE FOR SANITARY SEWER LIFT STATIONS**

WSN Consulting Engineer Welch reviewed the 20-Year Maintenance Plan for Sanitary Sewer Lift Stations with the commission. The study addresses updating the unit costs associated with improvements on all lift stations but more specifically the five lift station reconstruction projects and maintenance budgeting for the next five years for the City 5-Year CIP.

**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council adopt Resolution No. 2016-XX approving the 20-Year Maintenance Plan Update (2016-2036) for the Sanitary Sewer Lift Stations. Motion carried unanimously.

**CROW WING COUNTY 2017 CSAH 48 PROJECT UPDATE**

The Crow Wing County 2017 CSAH 48 Project Update was submitted to the commission as information only.

**WSN ENGINEERING PROPOSAL FOR THE 2017 CSAH 48 MILL & OVERLAY FROM FOLEY ROAD TO T.H. 210 FEASIBILITY REPORT**

WSN Consulting Engineer Welch reviewed the Engineering Proposal for the 2017 CSAH 48 Mill and Overlay from Foley Road to Trunk Highway 210 Feasibility Report.

Crow Wing County had initiated the project by proposing a mill and overlay in 2017. The City responded with requests for additional improvements that were not included in the original scope of the project. The County reviewed the City's response and it was determined the County would stop the mill and overlay project at Foley Road and allow the City to develop a project (with the additional City requested improvements) from Foley Road to Trunk Highway 210.

WSN understands the project will consist of the following improvements:

- Silent railroad crossing improvements
- Coordination with BNSF Railway
- Coordination with MnDOT Rail Office
- Separated trail improvements from TH 210 to Foley Road on the east side of CSAH 48
- Urban roadway improvements with storm sewer

The proposed scope of services for the Feasibility Study includes the following:

WSN proposes to complete a feasibility study to lay out the proposed improvements, calculate associated costs and lay out project implementation/cost share. Specific items included in the proposal include:

- Research of existing documents and record drawings
- Preparation of preliminary study exhibits and geometric layout
- Coordination with BNSF Railway and MnDOT Rail Office
- Estimated preliminary quantities.
- Preparation of preliminary cost estimates and cost share.
- Preparation of draft feasibility study that includes a review of existing conditions, proposed improvements, estimated project costs, project implementation and discussion of conclusions and recommendations.
- Review preliminary study with City staff, Utilities Commission and Council.
- Prepare final study based on City review comments.

WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the Not to Exceed amount of \$6,300.00.

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the WSN Engineering Proposal for the 2017 CSAH 48 Mill & Overlay Project from Foley Road to T.H. 210 Feasibility Report in the Not to Exceed amount of \$6,300.00. Motion carried unanimously.

**WSN ENGINEERING PROPOSAL FOR LONG RANGE & SANITARY SEWER MAPPING UPDATE**

WSN Consulting Engineer Welch reviewed the Long Range and Sanitary Sewer Mapping Update.

The proposal includes the following anticipated tasks:

- Incorporate existing sanitary sewer and water mains that have been installed since the 2007 update. A partial list of completed projects would include: Isle Drive Extension, North Inglewood Drive Improvements, Dellwood Drive & Novotny Road Improvements, Independence Road, Falcon Drive, Woida/ Wildflower/ Franklin, Baxter Town Center Improvements, and the South Perch Lake Improvements.
- Incorporate information from new or updated feasibility studies or reviews that have been completed since the 2007 update. A partial list of these studies include: Eagle Drive Area, North Forestview Drive, North Perch Lake, Northeast Baxter Area, Excelsior/Fairview/ Dellwood Intersection and the long range water study.

- Incorporate private development project information that have been completed since the 2007 update. Examples of these would include Costco and JC Penney. We would need to work with City staff to obtain a list of these types of projects and obtain the data relative to utility work.
- Revise the existing sanitary sewer and water distribution service boundaries based on the completed projects.
- Review and update (as needed) all future water and sewer extensions shown on the map. This would involve checking all proposed pipe sizes, elevations, and bury depths based on currently available elevations from aerial topography.
- Preparation of a new water distribution and sanitary sewer long-range utility extension maps for use by the City.

WSN proposes to perform the services described on an hourly basis for the Not to Exceed amount of \$9,500.00.

**MOTION** by Commissioner Crochet, seconded by Commissioner Franzen to recommend City Council approve the WSN Engineering Proposal for Long Range Water & Sanitary Sewer Mapping Update in the Not to Exceed amount of \$9,500.00. Motion carried unanimously.

**WSN MEMO YEAREND 2015 ROAD STATUS UPDATE AND MSAS MILEAGE CERTIFICATION**

The WSN memo for the Year-End 2015 Road Status Update and MSAS Mileage Certification was submitted to the commission as information only.

**WSN MEMO – HOLIDAY STATION STORE GROUND WATER CONTAMINATION**

The WSN Memo on the Holiday Station Store Ground Water Contamination was provided to the commission as information only.

The Holiday Station Store petroleum release site, MPCA Leak No. 18101, at Excelsior Road and State Highway 371 was discovered on July 27, 2010. The release was apparently of gasoline from piping near the tanks. The release was called into the MPCA shortly after discovery and MPCA has been requiring investigation and cleanup following their guidance documents for petroleum releases.

In summary, the release is now over five years old and has been investigated and monitored by Holiday and their consultant. Product removal from the monitoring wells has been completed

and free product does not remain in significant amounts. The MPCA has monitored the results of the investigation and is requiring a plan to address the long term concerns with the dissolved phase contamination and the PVC water supply line to the Holiday Store. The risks to the City of Baxter infrastructure have been addressed during the investigation process and we believe the risks are currently low for the impacts to the City's infrastructure.

**2015 PAUL BUNYAN TRAIL BRIDGE INSPECTION**

The 2015 Paul Bunyan Trail Bridge Inspection was provided to the commission as information only. The Minnesota Department of Natural Resources assisted the City with completion of the inspection this year which will allow the City time to budget for the inspection in 2017.

The City of Baxter will be the program administrator of this bridge and inspections will need to be completed on a 2 year inspection cycle.

**5-YEAR CAPITAL IMPROVEMENTS PLAN AND MAP**

The capital improvements plan and map was submitted to the commission as information only.

**TKDA FIXED NETWORK WATER METER REPLACEMENT PROJECT PLANS AND SPECIFICATIONS**

The TKDA water meter replacement plans and specifications will be enclosed with the March 2 packet as information only. The council took action on the plans and specifications at the February 2, 2016 council meeting.

**WHISKEY CREEK SUBWATERSHED REPORTS**

The Whiskey Creek Subwatershed Reports was submitted to the commission as information only.

**FRANCHISE FEES UPDATE**

The franchise fees update was submitted to the commission as information only.

**WASTEWATER TREATMENT PLANT CHARGES FOR DECEMBER 2015**

The Brainerd Public Utilities Wastewater Plant Charges for December 2015 was submitted to the commission as information only.

**ADJOURNMENT**

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to adjourn the meeting at 9:00 p.m. Motion carried unanimously.

Approved by:

Submitted by,

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Rock Yliniemi  
Chairman

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Mary Haugen  
Administrative Assistant

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between

The City of Baxter, MN ("Owner")

and Progressive Consulting Engineers, Inc. ("Engineer"),

Engineer agrees to provide the services described below to Owner for Floating Decanter ("Project").

Description of Engineer's Services: Design of a floating decanter, review shop drawing and visit site to observe its construction and operation.

Owner and Engineer further agree as follows:

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursable expenses and Engineer's consultants' charges, if any.

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due to Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due to Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

- 1. For cause.

**3.01 Additional Services**

h. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site; to complete tasks whose value would otherwise be lost; to prepare notes as to the status of completed and uncompleted tasks; and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000.

of the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

§.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive, together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

2.01 Payment (Hourly Rates Plus Reimbursable Expenses)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are as follows:

Project Principal	\$175.00/hour
Project Engineer	\$175.00/hour
Tech	\$ 75.00/hour
Word Processor	\$ 60.00/hour
Mileage	\$ 0.55/mile

3. The total compensation for services and reimbursable expenses is not to exceed \$5,000

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER: Progressive Consulting Engineers, Inc.

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

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

Title: \_\_\_\_\_

Title: President

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

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

License or Certificate No. and State: 11262 MN

Address for giving notices:

Address for giving notices:

P.O. Box 2626  
13190 Memorywood Drive

6120 Earle Brown Dr.

Baxter MN 56425

Minneapolis, MN 55430

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between  
The City of Baxter, MN \_\_\_\_\_ ("Owner")  
and Progressive Consulting Engineers, Inc. \_\_\_\_\_ ("Engineer"),  
Engineer agrees to provide the services described below to Owner for: Polymer Feed System ("Project");  
Description of Engineer's Services: Design of a polymer feed system, including site visits to observe the feeding  
equipment and its operation. Evaluate results.

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due to Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due to Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursable expenses and Engineer's consultants' charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause:
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
  - b. By Engineer:
    - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become

due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work, or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

2.01: Payment (Hourly Rates Plus Reimbursable Expenses)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are as follows:

Project Principal	\$175.00/hour
Project Engineer	\$175.00/hour
Tech	\$ 75.00/hour
Word Processor	\$ 60.00/hour
Mileage	\$ 0.55/mile

3. The total compensation for services and reimbursable expenses is not to exceed \$12,000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

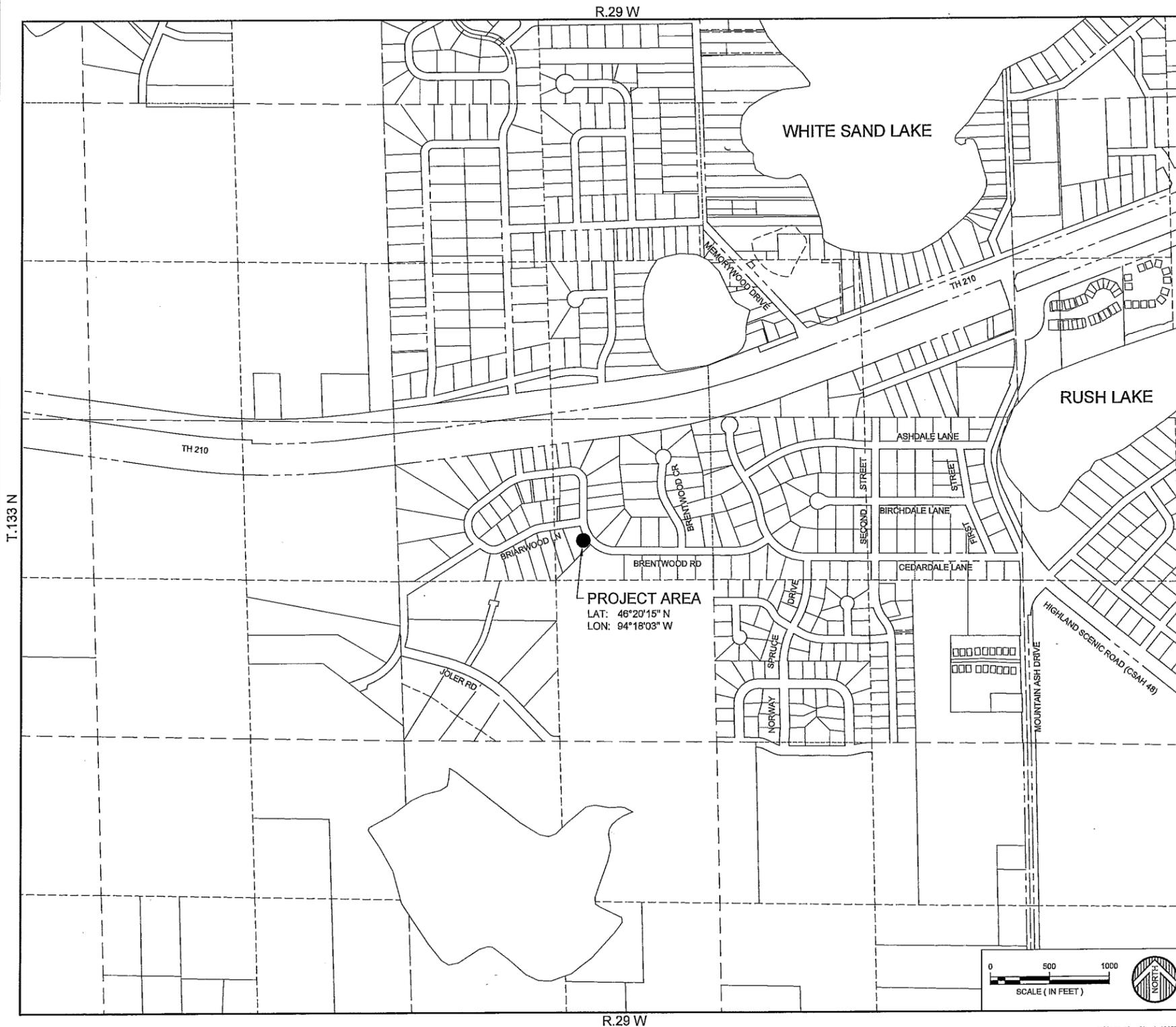
License or Certificate No. and State: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

# LIFT STATION NO. 8 RECONSTRUCTION

## BAXTER, MINNESOTA



### INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SITE PLAN - EXISTING CONDITIONS & DEMOLITION
3	SITE PLAN - PROPOSED IMPROVEMENTS
4	EXISTING PLAN VIEW - DEMOLITION
5	EXISTING SECTION VIEW - DEMOLITION
6	PROPOSED PLAN VIEW
7	PROPOSED SECTION VIEW

**Preliminary**  
01/25/2016 4:40:52 PM

### CITY OFFICIALS

MAYOR:	DARREL OLSON
CITY COUNCIL:	TODD HOLMAN MARK CROSS STEVE BARROWS QUINN NYSTROM
UTILITIES COMMISSION:	ROCK YLINIEMI - CHAIR DAVE FRANZEN SHAWN CROCHET DOUGLAS WOLF JACK CHRISTOFFERSON
CITY ADMINISTRATOR:	GORDON HEITKE
PUBLIC WORKS DIRECTOR / CITY ENGINEER:	TREVOR WALTER

### APPROVALS

RECOMMENDED FOR APPROVAL _____	CITY CONSULTING ENGINEER	DATE _____
RECOMMENDED FOR APPROVAL _____	PUBLIC WORKS DIRECTOR / CITY ENGINEER	DATE _____



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 01/25/2016 Lic. No. 41983  
ARC WELCH

DATE	REVISION DESCRIPTION

DATE: JAN. 2016  
SCALE: AS SHOWN  
DRAWN BY: M.A.S.  
CHECKED BY: A.L.K.  
JOB NUMBER: 0102B0375

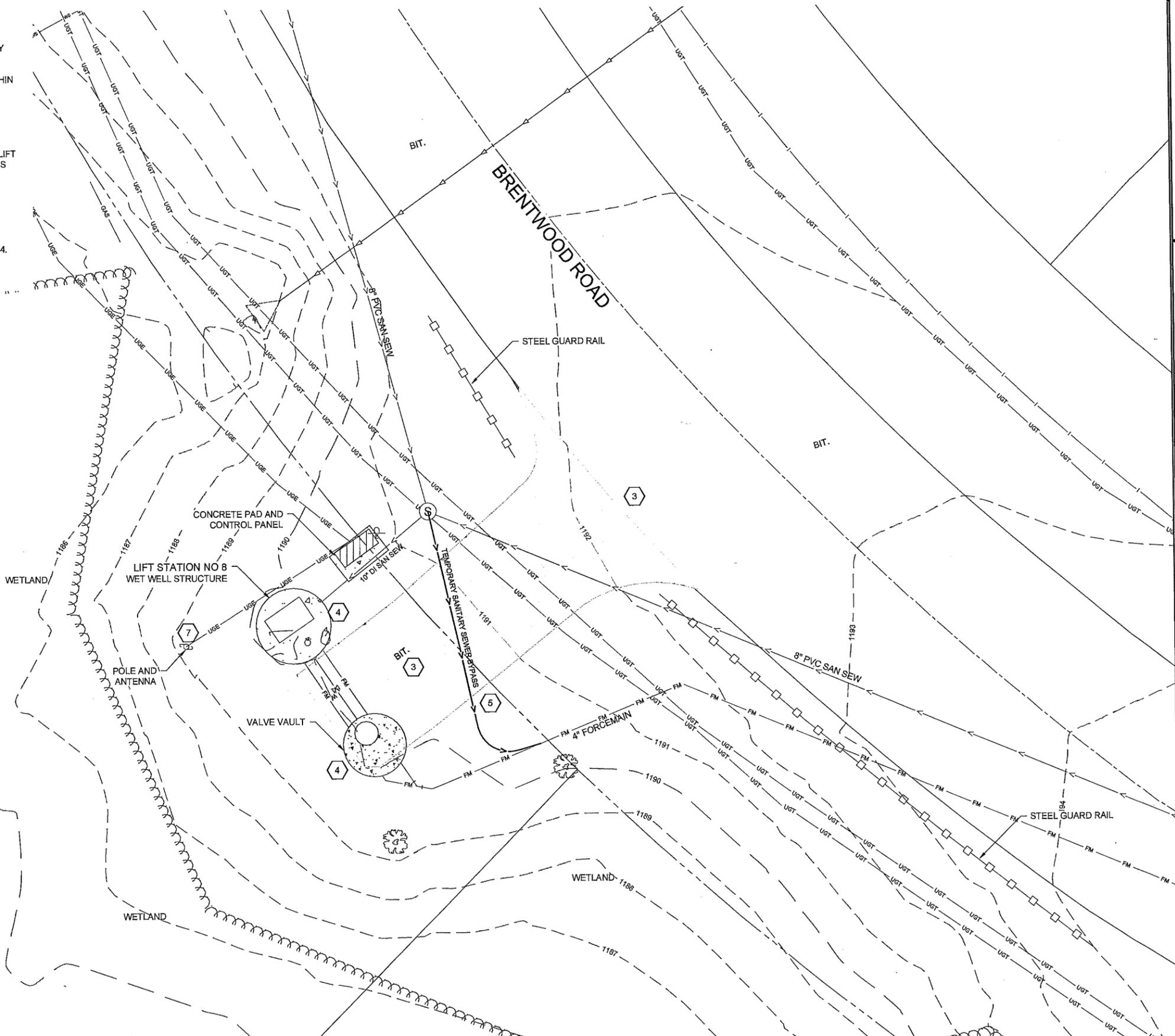
LIFT STATION NO. 8 RECONSTRUCTION  
CITY OF BAXTER  
BAXTER, MINNESOTA  
TITLE SHEET

NOTES

1. UTILITIES SHOWN ON THE DRAWING ARE A UTILITY LEVEL D. UNDERGROUND UTILITY LOCATES ARE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATION OF UTILITY RELOCATIONS, IF NECESSARY, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
2. SEDIMENT TRACKED ONTO CITY STREETS SHALL BE CLEANED UP AND REMOVED WITHIN 24-HOURS.
3. SAWCUT AND REMOVE EXISTING BITUMINOUS DRIVEWAY.
4. SEE SHEET 4 AND 5 FOR LIFT STATION AND VALVE VAULT REMOVALS.
5. INSTALL, MAINTAIN AND MONITOR TEMPORARY SANITARY SEWER BYPASS BETWEEN LIFT STATION AND EXISTING FORCEMAIN. CONTRACTOR SHALL SUBMIT PROPOSED BYPASS PLAN TO THE ENGINEER FOR REVIEW AT LEAST 24-HOURS IN ADVANCE OF BYPASS PUMPING OPERATIONS.
6. CONTRACTOR BYPASS PUMPING SYSTEM SHALL BE DESIGNED AND OPERATED TO MAINTAIN A MAXIMUM WASTEWATER ELEVATION OF 1184.00 AND 140 GPM MINIMUM PUMPING RATE. LIFT STATION NO. 9 AVERAGE DAILY FLOW = 40,000 GPD, EXISTING MANHOLE RIM ELEVATION = 1206.84, EXISTING 10" PVC OUTLET ELEVATION = 1184.42, EXISTING 4" FORCEMAIN LENGTH = 770', FORCEMAIN DISCHARGE ELEVATION = 1195.24.
7. REMOVE EXISTING POLE AND SALVAGE TELEMETRY CABLE AND ANTENNA.

LEGEND

- [Symbol: Dashed line] BITUMINOUS REMOVAL
- [Symbol: Hexagon with 1] DEMOLITION NOTE



**WIDSETH SMITH NOLTING**  
 Engineering | Architecture | Surveying | Environmental



PERMITS CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 01/28/2016 LIC. NO. 41983  
 ARIE WELCH

DATE	REVISION DESCRIPTION

DATE: JAN. 2016  
 SCALE: AS SHOWN  
 DRAWN BY: M.A.S.  
 CHECKED BY: A.L.W.  
 JOB NUMBER: 012B0375

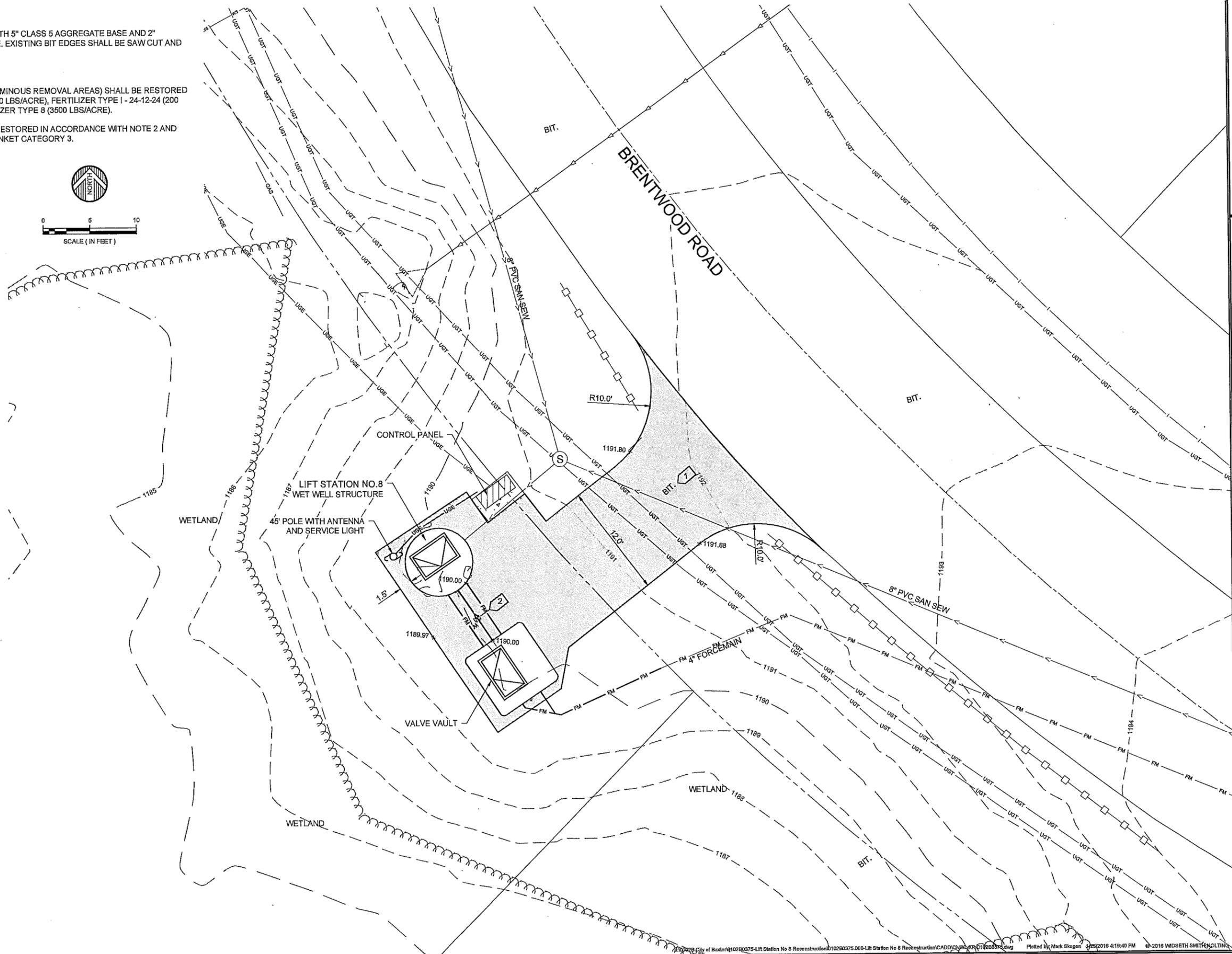
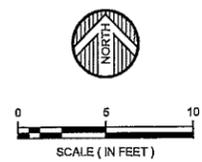
LIFT STATION NO. 8 RECONSTRUCTION  
 CITY OF BAXTER  
 BAXTER, MINNESOTA  
 SITE PLAN - EXISTING CONDITIONS & DEMOLITION

**NOTES**

1. CONSTRUCT BITUMINOUS PAVEMENT WITH 5" CLASS 5 AGGREGATE BASE AND 2" SPWEB340C BITUMINOUS WEAR COURSE. EXISTING BIT EDGES SHALL BE SAW CUT AND TACK COATED PRIOR TO PAVING.
2. ADJUST VALVE BOX.
3. ALL DISTURBED AREAS (INCLUDING BITUMINOUS REMOVAL AREAS) SHALL BE RESTORED WITH 4" TOPSOIL, SEED MIXTURE 260 (400 LBS/ACRE), FERTILIZER TYPE I - 24-12-24 (200 LBS/ACRE) AND HYDRAULIC SOIL STABILIZER TYPE 8 (3500 LBS/ACRE).
4. SLOPES OF 4:1 OR GREATER SHALL BE RESTORED IN ACCORDANCE WITH NOTE 2 AND COVERED WITH EROSION CONTROL BLANKET CATEGORY 3.

**LEGEND**

-  BITUMINOUS PAVEMENT
-  NUMBER NOTE



**WIDSETH SMITH NOLTING**  
 Engineering | Architecture | Surveying | Environmental



IN EVERY COUNTY THAT THIS IS AN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 01/16/2016 LIC. NO. 41883  
 A.R.C. WELCH

DATE	REVISION DESCRIPTION

DATE: JAN. 2016  
 AS SHOWN  
 SCALE: M.A.S.  
 DRAWN BY: A.L.K.  
 CHECKED BY: A.L.K.  
 JOB NUMBER: 0102B0375

LIFT STATION NO. 8 RECONSTRUCTION  
 CITY OF BAXTER  
 BAXTER, MINNESOTA  
 SITE PLAN - PROPOSED IMPROVEMENTS



WHERE COUNTY, STATE, OR FEDERAL REGULATION OR REQUIREMENT IS APPLICABLE, THIS DRAWING OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

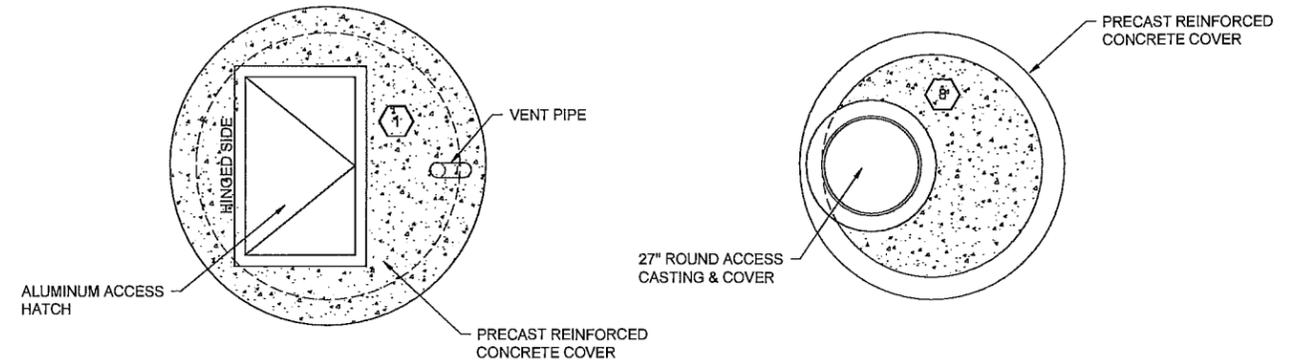
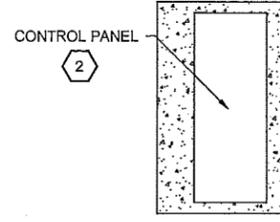
DATE: 01/28/2016 LIC. NO. 41983  
ARC WELCH

DATE	REVISION DESCRIPTION	BY

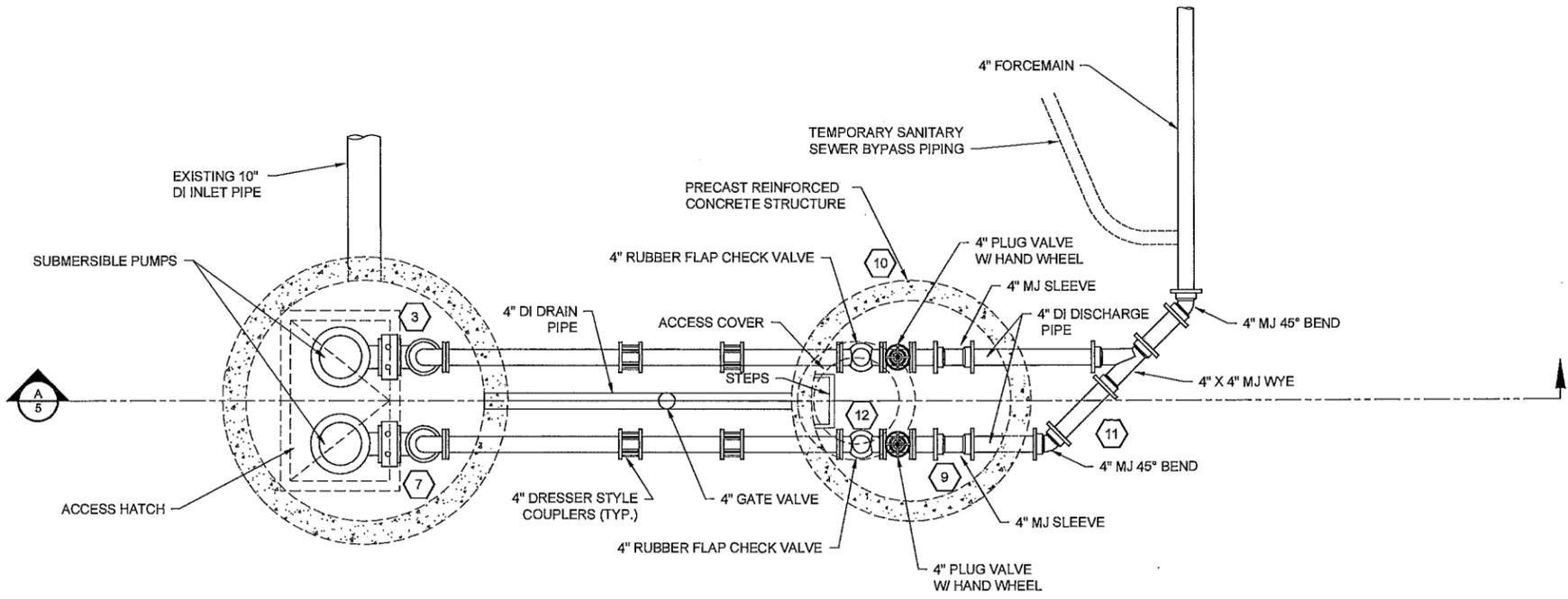
DATE: JAN. 2016  
SCALE: AS SHOWN  
DRAWN BY: M.A.S.  
CHECKED BY: A.L.W.  
JOB NUMBER: 010280375

LIFT STATION NO. 8 RECONSTRUCTION  
CITY OF BAXTER  
BAXTER, MINNESOTA  
EXISTING PLAN VIEW- DEMOLITION

SHEET NO. 4

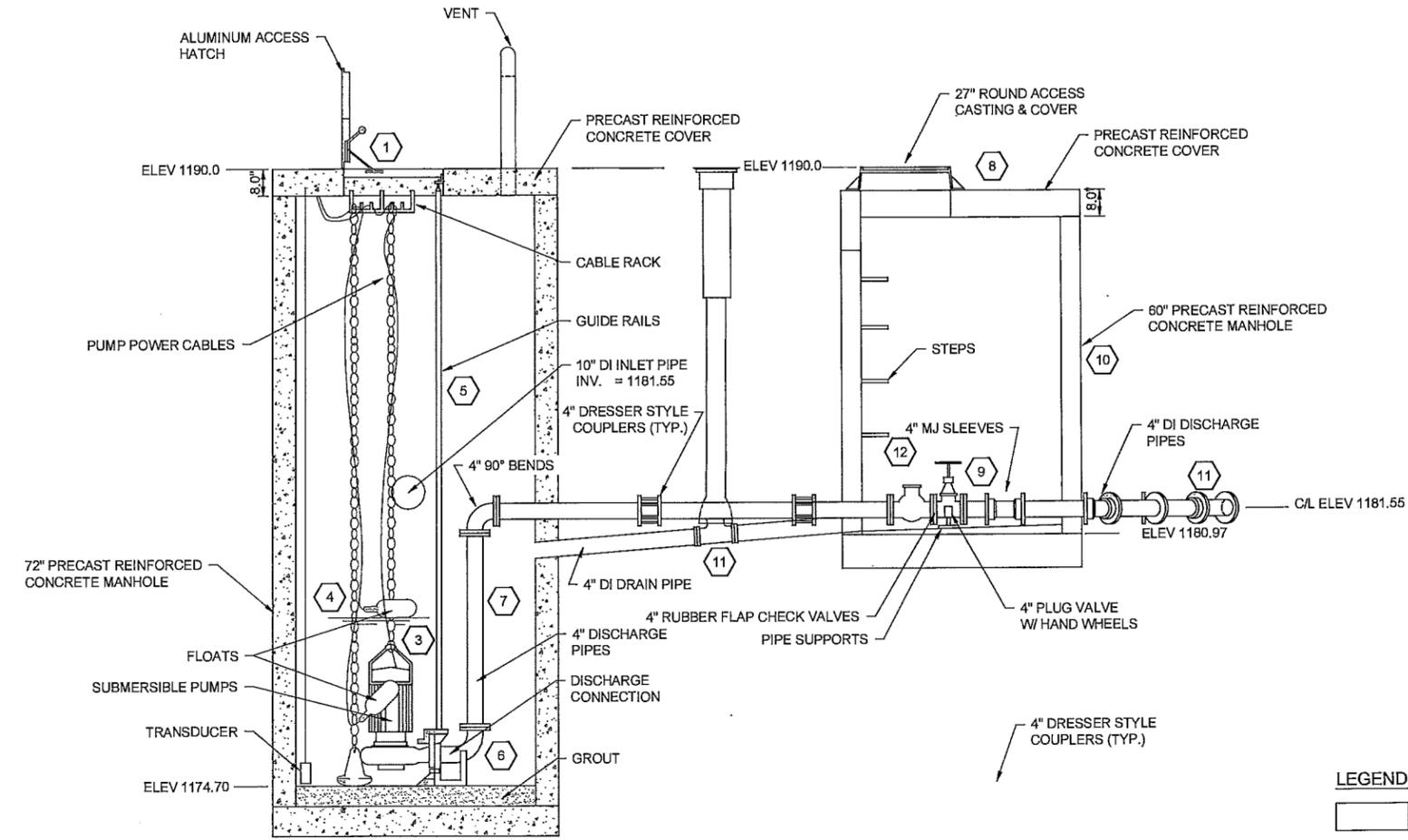


**PLAN VIEW - TOP**  
SCALE: 1/4" = 1'-0"



**PLAN VIEW - INSIDE STRUCTURE**  
SCALE: 1/4" = 1'-0"

**LEGEND**  
 DENOTES DEMOLITION  
 DEMOLITION NOTES (SEE SHEET 5)



**SECTION**  
A  
5  
SCALE: 1/4" = 1'-0"

**LEGEND**

- DENOTES DEMOLITION
- DEMOLITION NOTES

**DEMOLITION NOTES**

1. REMOVE AND DISPOSE OF EXISTING LIFT STATION COVER, ALUMINUM ACCESS HATCH AND VENT. EXCAVATE AROUND STRUCTURE AS REQUIRED.
2. REMOVE EXISTING CONTROL PANEL AND RELATED COMPONENTS AND SALVAGE TO OWNER.
3. REMOVE EXISTING SUBMERSIBLE PUMPS, POWER CABLES, LIFT CHAINS/CABLES, TRANSDUCER AND SALVAGE TO OWNER.
4. REMOVE AND DISPOSE OF EXISTING ANCHOR, CABLE AND FLOATS
5. REMOVE AND DISPOSE OF EXISTING GUIDE RAIL SYSTEM
6. REMOVE AND DISPOSE OF EXISTING BASE ELBOWS.
7. REMOVE AND DISPOSE OF EXISTING 4" DISCHARGE PIPING, 4" 90° BENDS AND PIPE SUPPORTS.
8. REMOVE AND DISPOSE OF EXISTING CONCRETE VALVE VAULT COVER AND SALVAGE CASTING TO OWNER.
9. REMOVE AND DISPOSE OF EXISTING 4" PLUG VALVES, 4" DISCHARGE PIPING, SLEEVES AND COUPLINGS.
10. REMOVE AND DISPOSE OF EXISTING 60" PRECAST CONCRETE MANHOLE AND BASE.
11. REMOVE AND DISPOSE OF EXISTING 4" FORCEMAIN AND MJ FITTINGS.
12. REMOVE EXISTING 4" RUBBER FLAP CHECK VALVES AND SALVAGE TO OWNER.
13. ELEVATIONS SHOWN ON THE PLAN ARE APPROXIMATE AND HAVE NOT BEEN FIELD VERIFIED.

**WIDSETH SMITH NOLTING**  
Engineering | Architecture | Surveying | Environmental



DATE: 01/02/2016 LIC. NO. 4785  
APP. WELCH  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE	REVISIONS DESCRIPTION	BY	REVISIONS DESCRIPTION	BY

DATE: JAN. 2016  
SCALE: AS SHOWN  
DRAWN BY: M.A.S.  
CHECKED BY: A.L.W.  
JOB NUMBER: 0102B0375

LIFT STATION NO. 8 RECONSTRUCTION  
CITY OF BAXTER  
BAXTER, MINNESOTA  
EXISTING SECTION VIEW - DEMOLITION



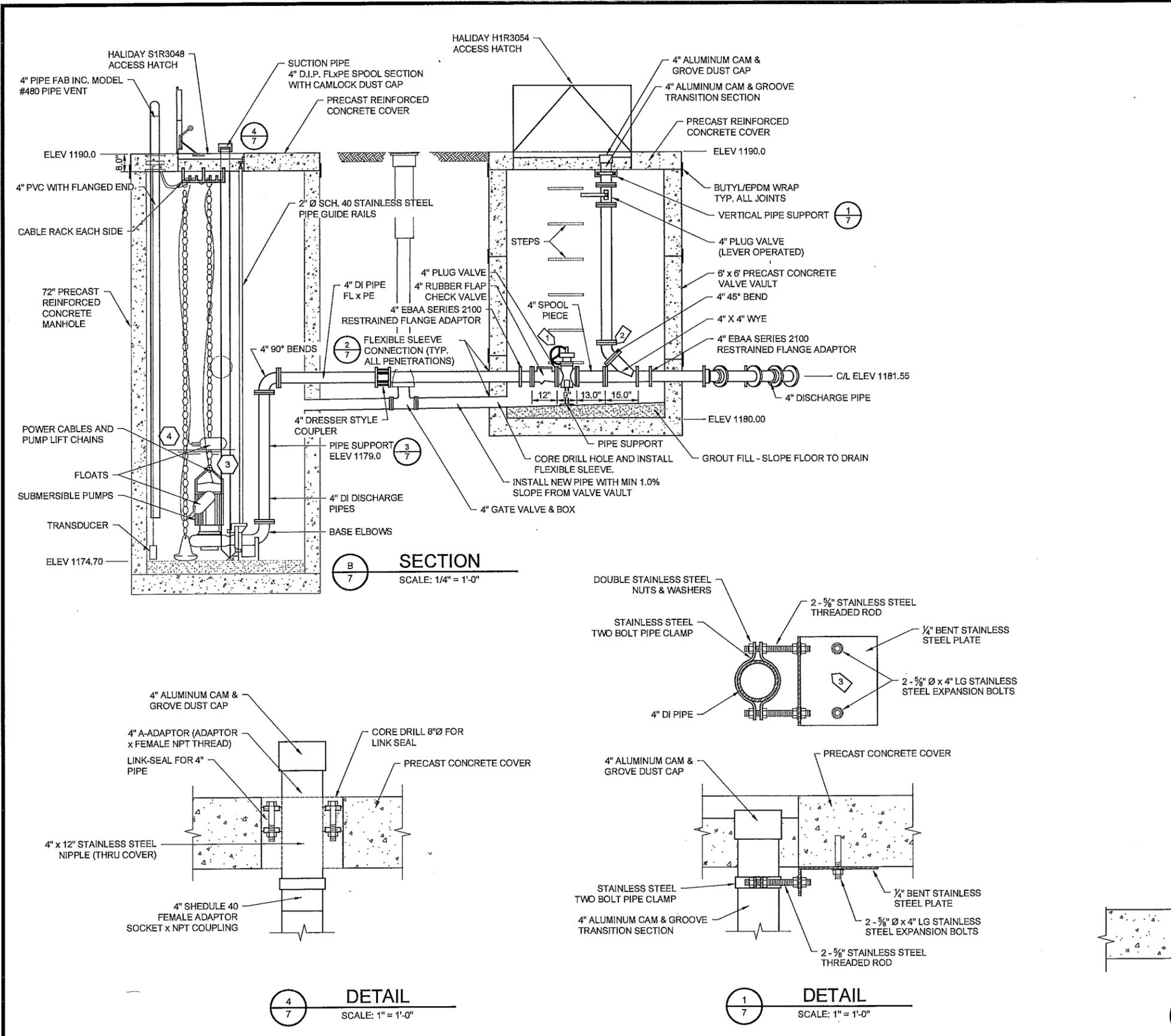


THIS DOCUMENT HAS BEEN PREPARED FOR THE CITY OF BAXTER, MINNESOTA, AND IS THE PROPERTY OF WIDSETH SMITH NOLTING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF WIDSETH SMITH NOLTING IS PROHIBITED.

DATE	REVISION DESCRIPTION

DATE: JAN. 2016  
SCALE: AS SHOWN  
DRAWN BY: M.A.S.  
CHECKED BY: A.L.W.  
JOB NUMBER: 0102B0375

LIFT STATION NO. 8 RECONSTRUCTION  
CITY OF BAXTER  
BAXTER, MINNESOTA  
PROPOSED SECTION VIEW

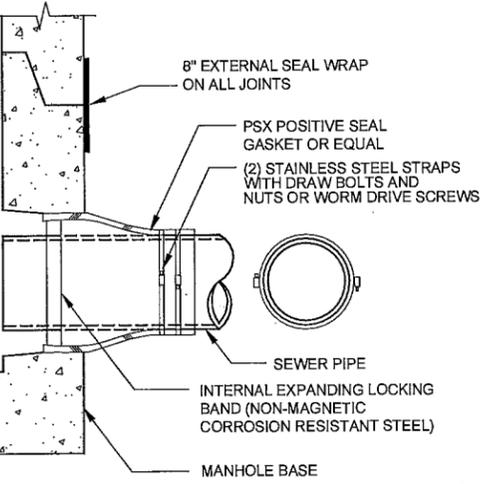
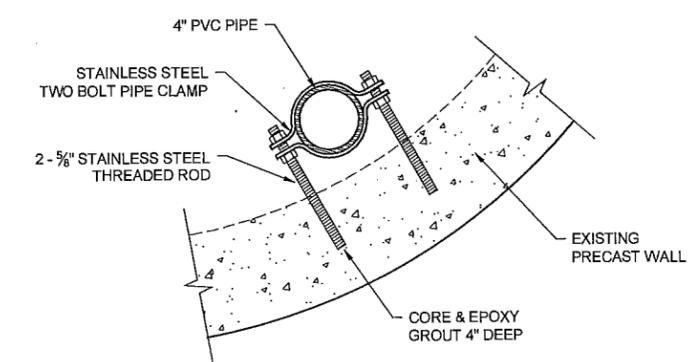


**LEGEND**

- ITEMS SUPPLIED BY OWNER AND INSTALLED BY CONTRACTOR
- CONSTRUCTION NOTES

**NOTES**

1. CONFIRM ORIENTATION OF PLUG VALVE HANDWHEELS DURING SHOP DRAWING REVIEW.
2. CONTRACTOR SHALL INSTALL NEW VALVES, PIPE AND FITTINGS TO ALIGN 4" BYPASS PIPE WITH ACCESS HATCH AS SHOWN. DIMENSIONS SHOWN MAY VARY DEPENDING ON SPECIFIC FITTINGS AND VALVES USED. CONTRACTOR SHALL SUBMIT DETAILED PIPE LAYOUTS TO ENGINEERING FOR REVIEW. HATCH LOCATION MAY NEED TO BE ADJUSTED DURING VALVE AND FITTING SUBMITTAL REVIEW.
3. COORDINATE AND VERIFY PLATE SIZE WITH CLAMP DIMENSIONS AND BYPASS PIPE LAYOUT.



**MEMO**

**Date:** January 20, 2016  
**To:** Trevor Walter, Baxter Public Works Director  
**From:** Aric Welch  
**Cc:**  
**Project Name:** Lift Station No. 8 Reconstruction  
**Project No.:** 0102B0375.000  
**Subject:** Lift Station No. 8 Pump and Control Panel Proposal



Brainerd/Baxter  
7804 Industrial Park Road  
PO Box 2720  
Baxter, MN 56425-2720

218.829.5117  
218.829.2517  
Brainerd@wsn.us.com

WidsethSmithNolting.com

City of Baxter is scheduled to complete reconstruction of existing Lift Station No. 8 this year as part of the continuing program to maintain all lift stations over a 20 to 25 year life cycle. To assure compatibility of control panel/radio telemetry equipment/operations, pump/impellor type, motor phase/voltage and pump base elbows, the City works with Quality Flow Systems, Inc. to provide a "standardized lift station package". This minimizes the type and amount of spare parts the City of Baxter maintains to assure timely response to lift station issues and cost effective maintenance of the 23 lift stations operated by the City.

WSN has requested a proposal from Quality Flow Systems, Inc. to supply two pumps, control panel, two aluminum access hatches, pump base elbows, submersible pressure transducer, two backup floats and accessories for the reconstruction of Lift Station No. 8. Attached is the proposal from Pat Malay at QFS for the sum of \$49,770 to supply the necessary components. The pumps and equipment will be provided to the City selected contractor for installation.

**QUALITY FLOW SYSTEMS, INC.**

800 6<sup>th</sup> Street NW  
New Prague, MN 56071

Phone(952)758-9445  
Fax(952)758-9661

January 19, 2016

TO: City of Baxter  
Attn: Trevor or Kevin

SUBJECT: Baxter, MN  
Lift Station 8 Equipment

Dear Gentlemen;  
Please find attached our proposal for the lift station equipment package. We include on-site installation assistance during the switchover.

**Lift Station #8:**

- Two (2) KSB KRT F80-200/34X (190 mm), 5hp, 1750 rpm, 230/3, heavy duty submersible capable of pumping 149 gpm @ 38' TDH. Pumps to be furnished with the following:
  - a) 5HP, 1750 RPM, Explosion Proof Motor, 230/3/60
  - b) 3" X 4" base elbow
  - c) Stainless steel upper guide pipe bracket
  - d) 80' of 2" stainless steel guide pipe (80' total)
  - e) 50' of submersible power cable
  - f) 18' Stainless steel lifting chain
  - g) Handle for pump

One (1) **Lift Station - Duplex Control Panel;** Duplex pump control panel for operation on 230 Volt, 1-Phase, 60-Hz incoming service. The enclosure is 1-door; pad-mounted, NEMA 3R, 304 Stainless Steel, measuring approximately 48"H x 36"W x 12"D with 18"H leg-stand system. 3-point pad-lockable handle and steel (painted white) component chassis will be provided. The system will provide control for two (2) 5HP KSB submersible pumps in response to wetwell level as sensed by submersible level transducer (primary) and float switches (back-up). To include:

<u>Qty</u>	<u>Description</u>
1	CB; Main Disconnect; 240VAC; 100A; Service Entrance Rated
1	CB; Emergency Disconnect; 240VAC; 100A; Interlocked with Main
2	CB; Pump breaker; 240VAC; 40A
1	Control power transformer; 3KVA
1	Generator Receptacle with angle adapter
1	Control Power Breaker; 1P; 10A
1	Convenience Receptacle; GFI; with breaker; 1P; 15A
1	Switch for yard light
1	Phase monitor
1	Surge Arrestor; 3-Phase
1	Heater; Fan-forced; Thermostatically controlled
2	Light-Pilot; P-T-T; 120VAC FV; Green Fresnel Cap (equipment running)
A/R	Light-Pilot; P-T-T; 120VAC FV; Red Fresnel Cap (Various pump fails, hi level)
2	Push Button; (pump reset)
A/R	Control Relay; 3PDT; 120VAC; w/ Indicating Light (includes socket)
1	Ground Lug; 3-Conductor
1	PLC; QCI Model 1500ct; color touchscreen (Primary)
1	Symcom Model ISS-105 float controller (Back-up)
2	Mitsubishi Model F720 VFD's for phase conversion and motor starting
1	Strobe Light; Red
1	Window kit over RTMs
1	New radio, antenna and coaxial cable (100')
A/R	Terminal Block; Single; 18-10AWG

Lift Station- Loose Equipment & Instrumentation;

To include:

<u>Qty</u>	<u>Description</u>
1	Submersible Transducer; 4-20mA Loop powered; 60 ft cable
2	Float Switch; Suspended; Non-mercury; 60 ft cable
A/R	Wiring diagrams, bills of material, equipment data sheets, etc.
A/R	Onsite start-up of pumps, pump control panel and instrumentation
One (1)	"Halliday" 30" X 54" H1R3054 H-20 rated access cover per the cities standard.
One (1)	"Halliday" 30" X 48" S1R3048 300lb rated access cover per the cities standard.
One (1)	J-Hook
Two (2)	Cable Rack
One (1)	Engineered drawings for submittal and O&M's
One (1)	Freight allowed to job site
One (1)	Lot start-up and training

**TOTAL DELIVERED SELLING PRICE - - \$49,770.00 (+ tax included)**  
**(Frt Allowed to Jobsite)**

Should there be any questions on the above described equipment, please feel free to contact us at (952)758-9445.

Sincerely,

*Patrick Malay*

Pat Malay



# BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7656 Design Road, Suite 200 • Baxter, MN 56425-8676

Phone (218) 825-0684 • Fax (218) 825-0685

www.bolton-menk.com

-65-

January 19, 2016

Mr. Trevor Walter, Public Works Director/City Engineer  
City of Baxter  
13190 Memorywood Drive  
PO Box 2626  
Baxter, MN 56425

RE: Proposal for Amended Engineering Services  
Baxter Lift Station #3 Forcemain Re-route  
City of Baxter, Minnesota

Dear Mr. Walter,

In February 2015, Bolton & Menk, Inc. entered into an agreement with the City of Baxter to provide design and construction observation services to develop and construct the Lift Station #3 Forcemain Re-route Improvement for a not to exceed hourly cost of \$63,420. The total estimated cost for our services included a total of \$40,325 for survey, geotechnical investigation, preliminary engineering, and final engineering. As you are aware, construction plans were developed and reviewed by City staff but public bidding was delayed.

Per our recent conversation, we believe a fee amendment to our original engineering services agreement for the Baxter Lift Station #3 (LS 3) Forcemain Re-route should be considered due to the following circumstances:

1. During design, Bolton & Menk survey staff identified areas where no easement was dedicated with the COSTCO Plat as indicated in the original project RFP and as understood by City staff. As a result, the City Attorney has initiated a process to obtain the originally intended easement area in the COSTCO Plat. To date, the City has received and recorded an easement for parcels held by the Costco Wholesale Corporation but has not received a response from the other property owner, Michael Holdings of Baxter, LLC.
2. It was identified during railroad utility permitting that the Burlington Northern Railroad still retained ownership of the Foley Road right-of-way (MnDOT R/W parcels 200 and 200B) and that the City would pay significant initial and annual utility permit fees as a result. We understand that the City Attorney is attempting to acquire the easement areas and that the City would like us to identify and design a new forcemain route that will remove forcemain length from Railroad utility permit fee responsibility.
3. During 2015 construction of Inglewood Road, improvements were completed in the Fairview Road/Madeline Avenue area, which included completing a portion of the planned LS #3 forcemain re-routing. Those changes will need to be updated and integrated into the LS #3 Forcemain Re-route plans.



Proposal for Amended Engineering Services  
Baxter Lift Station #3 Forcemain Re-route  
January 19, 2016  
Page 2

As you requested, we have prepared a proposal which would provide services for the supplemental work to address the issues outlined above. The following scope and costs are offered for your consideration:

Scope of Services and Cost:

1. Survey Services to obtain field topographic data and utility locates along Hwy 371 south of the railroad tracks and integrate changes into the design file. Estimated Cost = \$1,790.
2. Revise plans to include Inglewood Road/Fairview Road/Madeline Avenue 2015 construction information and prepare new forcemain alignment south of the railroad tracks along Hwy 371 to reduce or limit annual railroad permit fee. Estimated Cost = \$7,660.
3. Additional work, as requested, to assist City staff and the City Attorney acquire easements and railroad utility permit would be billed per the agreed to staff billing rates.

It would be our intent to have construction plans ready for public bid during spring 2016 with construction to be completed during summer/fall 2016, assuming the City is able to acquire outstanding easements along the proposed forcemain route.

Thank you for the opportunity to present this fee amendment proposal. Please feel free to contact me at 218-821-7256 or via e-mail at [phillipma@bolton-menk.com](mailto:phillipma@bolton-menk.com) if you have any questions or if you require additional information.

Sincerely,  
BOLTON & MENK, INC.

Phil Martin, PE  
Senior Project Manager

We hereby accept this proposal and authorize Bolton & Menk, Inc. to proceed with this work.

Accepted: \_\_\_\_\_  
Darrel Olson, Mayor                      Kelly Steele, Asst. Administrator/City Clerk

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

OWNER  
CONTRACTOR  
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APPLICATION FOR PAYMENT NO. 7

PROJECT NO. BAXTE 128763  
CITY NO. 4108  
SAP NO. 230-106-002  
OWNER CITY OF BAXTER, MN  
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO. OF BRAINERD, LLC

CONTRACTOR FOR: 2015 EXCELSIOR ROAD IMPROVEMENTS  
AGREEMENT DATE: 4/7/2015  
FOR WORK ACCOMPLISHED THROUGH: 12/15/2015

ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	\$80,000.00	1.00	\$80,000.00		\$0.00	1.00	\$80,000.00
2	2101.501	CLEARING	ACRE	\$5,500.00	0.56	\$3,080.00		\$0.00	0.56	\$3,080.00
3	2101.502	CLEARING	TREE	\$315.00	3.00	\$945.00		\$0.00	7.00	\$2,205.00
4	2101.506	GRUBBING	ACRE	\$5,500.00	0.56	\$3,080.00		\$0.00	0.56	\$3,080.00
5	2101.507	GRUBBING	TREE	\$105.00	3.00	\$315.00		\$0.00	7.00	\$735.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$17.00	2,413.00	\$41,021.00		\$0.00	2,475.00	\$42,075.00
7	2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$27.50	57.00	\$1,567.50		\$0.00	57.00	\$1,567.50
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$2.10	2,462.00	\$5,170.20		\$0.00	2,145.50	\$4,505.55
9	2104.501	REMOVE GUARDRAIL	LIN FT	\$6.30	590.00	\$3,717.00		\$0.00	583.00	\$3,672.90
10	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.05	16,817.00	\$17,657.85		\$0.00	18,068.30	\$18,971.72
11	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$8.50	89.00	\$586.50		\$0.00	129.20	\$1,098.20
12	2104.509	REMOVE WOOD POST	EACH	\$23.20	59.00	\$1,368.80		\$0.00	59.00	\$1,368.80
13	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$475.00	17.00	\$8,075.00		\$0.00	16.00	\$7,600.00
14	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$4.75	441.00	\$2,094.75		\$0.00	31.00	\$147.25
15	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.05	604.00	\$1,236.20		\$0.00	687.00	\$1,408.35
16	2104.521	SALVAGE CHAIN LINK FENCE	LIN FT	\$10.55	50.00	\$527.50		\$0.00	42.00	\$443.10
17	2104.521	SALVAGE WOOD FENCE	LIN FT	\$10.55	60.00	\$633.00		\$0.00	60.00	\$633.00
18	2104.521	SALVAGE CONCRETE BOX CULVERT	LIN FT	\$125.00	152.00	\$19,000.00		\$0.00	152.00	\$19,000.00
19	2104.521	SALVAGE PIPE SEWER (STORM)	LIN FT	\$18.50	170.00	\$3,145.00		\$0.00	167.00	\$3,089.50
20	2104.523	SALVAGE CONCRETE BOX CULVERT END SECTION	EACH	\$1,250.00	2.00	\$2,500.00		\$0.00	2.00	\$2,500.00
21	2104.523	SALVAGE CASTING	EACH	\$160.00	4.00	\$640.00		\$0.00	0.00	\$0.00
22	2104.523	SALVAGE DRAINAGE STRUCTURE	EACH	\$195.00	4.00	\$780.00		\$0.00	4.00	\$780.00
23	2104.523	SALVAGE PIPE APRON	EACH	\$450.00	1.00	\$450.00		\$0.00	0.00	\$0.00
24	2104.523	SALVAGE COMMERCIAL SIGN	EACH	\$105.00	1.00	\$105.00		\$0.00	1.00	\$105.00
25	2104.523	SALVAGE SIGN TYPE C	EACH	\$28.50	37.00	\$980.50		\$0.00	29.00	\$768.50
26	2104.523	SALVAGE SIGN SPECIAL	EACH	\$26.50	6.00	\$159.00		\$0.00	0.00	\$0.00
27	2104.603	ABANDON STORM SEWER	LIN FT	\$60.00	20.00	\$1,200.00		\$0.00	20.00	\$1,200.00
28	2104.607	SALVAGE RANDOM RIPRAP	CU YD	\$52.75	195.00	\$10,286.25		\$0.00	177.00	\$9,336.75
29	2104.618	SALVAGE BLOCK RETAINING WALL	SQ FT	\$3.20	250.00	\$800.00		\$0.00	250.00	\$800.00
30	2105.501	COMMON EXCAVATION (P)	CU YD	\$8.20	6,362.00	\$52,168.40		\$0.00	6,362.00	\$52,168.40
31	2105.507	SUBGRADE EXCAVATION	CU YD	\$9.75	13,906.00	\$135,583.50	32.40	\$315.90	6,981.80	\$68,072.55
32	2105.511	CHANNEL AND POND EXCAVATION	CU YD	\$10.75	4,773.00	\$51,309.75		\$0.00	4,773.00	\$51,309.75
33	2105.522	SELECT GRANULAR BORROW (LV)	CU YD	\$14.00	9,609.00	\$134,526.00		\$0.00	1,548.00	\$21,672.00
34	2105.601	DEWATERING	LUMP SUM	\$160,000.00	1.00	\$160,000.00		\$0.00	1.00	\$160,000.00
35	2105.602	EXCAVATION SPECIAL (SUBGRADE POTHOLE)	EACH	\$800.00	7.00	\$5,600.00		\$0.00	6.00	\$4,800.00
36	2105.607	EXCAVATION SPECIAL (EAST POND)	CU YD	\$22.50	3,020.00	\$67,950.00		\$0.00	3,153.09	\$70,944.53
37	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$125.00	15.00	\$1,875.00		\$0.00	23.50	\$2,937.50
38	2130.501	WATER	MGAL	\$50.00	500.00	\$25,000.00		\$0.00	111.50	\$5,575.00

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CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO. OF BRAINERD, LLC

CONTRACTOR FOR: 2015 EXCELSIOR ROAD IMPROVEMENTS  
AGREEMENT DATE: 4/7/2015  
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					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
39	2211.503	AGGREGATE BASE, CLASS 6 (CV) (F)	CU YD	\$23.50	4,036.00	\$94,846.00		\$0.00	4,036.00	\$94,846.00
40	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.50	3,291.00	\$4,936.50		\$0.00	3,243.00	\$4,864.50
41	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	\$2.50	2,192.00	\$5,480.00		\$0.00	1,672.00	\$4,180.00
42	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,C) TRAIL	TON	\$85.00	266.00	\$22,610.00		\$0.00	237.69	\$20,203.65
43	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$69.00	5,512.00	\$380,328.00		\$0.00	5,143.31	\$354,688.39
44	2360.502	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON	\$52.00	2,504.00	\$130,208.00		\$0.00	2,390.44	\$124,302.88
45	2411.521	GRANULAR BACKFILL (LV)	CU YD	\$9.50	5,309.00	\$50,435.50		\$0.00	0.00	\$0.00
46	2501.515	12" RC PIPE APRON	EACH	\$515.00	4.00	\$2,060.00		\$0.00	4.00	\$2,060.00
47	2501.515	15" RC PIPE APRON	EACH	\$535.00	3.00	\$1,605.00		\$0.00	4.00	\$2,140.00
48	2501.515	18" RC PIPE APRON	EACH	\$560.00	1.00	\$560.00		\$0.00	1.00	\$560.00
49	2501.515	24" RC PIPE APRON	EACH	\$686.00	1.00	\$686.00		\$0.00	1.00	\$686.00
50	2501.515	27" RC PIPE APRON	EACH	\$890.00	1.00	\$890.00		\$0.00	1.00	\$890.00
51	2501.515	36" RC PIPE APRON	EACH	\$1,400.00	1.00	\$1,400.00		\$0.00	2.00	\$2,800.00
52	2501.515	48" RC PIPE APRON	EACH	\$1,850.00	1.00	\$1,850.00		\$0.00	1.00	\$1,850.00
53	2501.521	22" SPAN RC PIPE-ARCH CULVERT	LIN FT	\$55.50	159.00	\$8,824.50		\$0.00	159.00	\$8,824.50
54	2501.571	INSTALL CONCRETE BOX CULVERT	LIN FT	\$265.00	152.00	\$40,280.00		\$0.00	152.00	\$40,280.00
55	2501.573	INSTALL CONCRETE BOX CULVERT END SECTION	EACH	\$4,220.00	2.00	\$8,440.00		\$0.00	2.00	\$8,440.00
56	2501.573	INSTALL CONCRETE APRON	EACH	\$815.00	1.00	\$815.00		\$0.00	0.00	\$0.00
57	2501.602	TRASH GUARD FOR 12" PIPE APRON	EACH	\$300.00	4.00	\$1,200.00		\$0.00	4.00	\$1,200.00
58	2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	\$350.00	3.00	\$1,050.00		\$0.00	4.00	\$1,400.00
59	2501.602	TRASH GUARD FOR 18" PIPE APRON	EACH	\$375.00	1.00	\$375.00		\$0.00	1.00	\$375.00
60	2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	\$750.00	1.00	\$750.00		\$0.00	1.00	\$750.00
61	2501.602	TRASH GUARD FOR 27" PIPE APRON	EACH	\$815.00	1.00	\$815.00		\$0.00	1.00	\$815.00
62	2501.602	TRASH GUARD FOR 36" PIPE APRON	EACH	\$1,200.00	1.00	\$1,200.00		\$0.00	2.00	\$2,400.00
63	2501.602	TRASH GUARD FOR 48" PIPE APRON	EACH	\$1,750.00	1.00	\$1,750.00		\$0.00	1.00	\$1,750.00
64	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	\$31.00	513.00	\$15,903.00		\$0.00	539.00	\$16,709.00
65	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$32.50	636.00	\$20,670.00		\$0.00	781.00	\$25,382.50
66	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	\$37.75	1,849.00	\$69,799.75		\$0.00	1,854.00	\$69,988.50
67	2503.541	24" RC PIPE SEWER DES 3006 CL IV	LIN FT	\$47.25	50.00	\$2,362.50		\$0.00	44.00	\$2,079.00
68	2503.541	27" RC PIPE SEWER DES 3006 CL III	LIN FT	\$54.50	28.00	\$1,526.00		\$0.00	28.00	\$1,526.00
69	2503.541	30" RC PIPE SEWER DES 3006 CL III	LIN FT	\$58.25	46.00	\$2,679.50		\$0.00	46.00	\$2,679.50
70	2503.541	36" RC PIPE SEWER DES 3006 CL IV	LIN FT	\$81.00	282.00	\$22,842.00		\$0.00	396.00	\$32,238.00
71	2503.541	48" RC PIPE SEWER DES 3006 CL IV	LIN FT	\$125.00	158.00	\$19,750.00		\$0.00	174.00	\$21,750.00
72	2503.571	INSTALL PIPE SEWER	LIN FT	\$23.25	156.00	\$3,627.00		\$0.00	128.00	\$2,976.00
73	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$745.00	2.00	\$1,490.00		\$0.00	2.00	\$1,490.00
74	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$875.00	5.00	\$4,375.00		\$0.00	8.00	\$7,000.00
75	2503.603	12" PVC SANITARY SEWER PIPE	LIN FT	\$68.00	64.00	\$4,352.00		\$0.00	44.00	\$2,992.00

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76	2503.603	CLEAN & VIDEO TAPE PIPE SEWER	LIN FT	\$16.00	64.00	\$1,024.00		\$0.00	0.00	\$0.00
77	2503.603	BYPASS PUMPING	LUMP SUM	\$9,750.00	1.00	\$9,750.00		\$0.00	1.00	\$9,750.00
78	2504.601	LOWER WATER MAIN	LUMP SUM	\$8,500.00	1.00	\$8,500.00		\$0.00	1.50	\$12,750.00
79	2504.602	ADJUST VALVE BOX	EACH	\$370.00	18.00	\$6,660.00		\$0.00	21.00	\$7,770.00
80	2504.603	HYDRANT RISER	LIN FT	\$1,350.00	0.50	\$675.00		\$0.00	0.50	\$675.00
81	2504.604	3" INSULATION	SQ YD	\$24.50	120.00	\$2,940.00		\$0.00	124.10	\$3,040.45
82	2506.501	CONSTRUCT DRAINAGE STRUCTURE DES 4007	LIN FT	\$205.00	28.08	\$5,756.40		\$0.00	28.38	\$5,817.90
83	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES SPECIAL	EACH	\$5,000.00	2.00	\$10,000.00		\$0.00	2.00	\$10,000.00
84	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES H	EACH	\$950.00	8.00	\$7,600.00		\$0.00	8.00	\$7,600.00
85	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	\$1,750.00	19.00	\$33,250.00		\$0.00	19.00	\$33,250.00
86	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	EACH	\$2,400.00	5.00	\$12,000.00		\$0.00	4.00	\$9,600.00
87	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 72-4020	EACH	\$3,100.00	2.00	\$6,200.00		\$0.00	2.00	\$6,200.00
88	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 84-4020	EACH	\$4,700.00	2.00	\$9,400.00		\$0.00	3.00	\$14,100.00
89	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 96-4020	EACH	\$6,100.00	3.00	\$18,300.00		\$0.00	3.00	\$18,300.00
90	2506.516	CASTING ASSEMBLY	EACH	\$800.00	41.00	\$32,800.00		\$0.00	53.00	\$42,400.00
91	2506.521	INSTALL CASTING	EACH	\$525.00	4.00	\$2,100.00		\$0.00	0.00	\$0.00
92	2506.521	INSTALL DRAINAGE STRUCTURE	EACH	\$1,600.00	4.00	\$6,400.00		\$0.00	4.00	\$6,400.00
93	2506.602	ADJUST FRAME MANHOLE CASTING	EACH	\$525.00	17.00	\$8,925.00		\$0.00	22.00	\$11,550.00
94	2506.602	ADJUST FRAME & RING CASTING	EACH	\$525.00	5.00	\$2,625.00		\$0.00	2.00	\$1,050.00
95	2506.602	RECONSTRUCT MANHOLE INVERT	EACH	\$1,000.00	1.00	\$1,000.00		\$0.00	1.00	\$1,000.00
96	2511.501	RANDOM RIP RAP CLASS III	CU YD	\$110.00	107.00	\$11,770.00		\$0.00	177.43	\$19,517.30
97	2511.607	INSTALL RIPRAP	CU YD	\$52.75	195.00	\$10,286.25		\$0.00	147.00	\$7,754.25
98	2521.501	6" CONCRETE WALK	SQ FT	\$6.50	2,569.00	\$16,698.50		\$0.00	2,751.00	\$17,881.50
99	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$21.10	22.00	\$464.20		\$0.00	23.00	\$485.30
100	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$21.10	220.00	\$4,642.00		\$0.00	193.50	\$4,082.85
101	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$13.75	2,880.00	\$39,600.00		\$0.00	3,209.00	\$44,123.75
102	2531.618	TRUNCATED DOMES	SQ FT	\$31.75	217.00	\$6,889.75		\$0.00	116.00	\$3,683.00
103	2540.602	BOLLARD	EACH	\$1,055.00	1.00	\$1,055.00	1.00	\$1,055.00	1.00	\$1,055.00
104	2540.618	INSTALL BLOCK RETAINING WALL	SQ FT	\$10.55	250.00	\$2,637.50		\$0.00	0.00	\$0.00
105	2545.511	LIGHTING UNIT TYPE SPECIAL	EACH	\$4,400.00	18.00	\$79,200.00		\$0.00	18.00	\$79,200.00
106	2545.515	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	\$800.00	18.00	\$14,400.00		\$0.00	18.00	\$14,400.00
107	2545.523	2" NON-METALLIC CONDUIT	LIN FT	\$5.00	3,475.00	\$17,375.00		\$0.00	3,950.00	\$19,750.00
108	2545.523	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	\$18.00	275.00	\$4,950.00		\$0.00	773.00	\$13,914.00
109	2545.531	UNDERGROUND WIRE 1 COND NO 4	LIN FT	\$1.45	12,300.00	\$17,835.00		\$0.00	11,181.00	\$16,212.45
110	2545.531	UNDERGROUND WIRE 1 COND NO 6	LIN FT	\$1.00	12,300.00	\$12,300.00		\$0.00	10,262.00	\$10,262.00
111	2545.531	UNDERGROUND WIRE 1 COND NO 12	LIN FT	\$0.55	3,800.00	\$2,090.00		\$0.00	2,910.00	\$1,600.50
112	2545.541	SERVICE CABINET	EACH	\$6,300.00	1.00	\$6,300.00		\$0.00	1.00	\$6,300.00
113	2545.544	SERVICE EQUIPMENT	EACH	\$1,600.00	1.00	\$1,600.00		\$0.00	1.00	\$1,600.00

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114	2545.545	EQUIPMENT PAD	EACH	\$700.00	1.00	\$700.00		\$0.00	1.00	\$700.00
115	2545.553	HANDHOLE	EACH	\$588.00	1.00	\$588.00		\$0.00	1.00	\$588.00
116	2557.603	INSTALL CHAIN LINK FENCE	LIN FT	\$10.55	38.00	\$400.90		\$0.00	22.00	\$232.10
117	2557.603	INSTALL WOOD FENCE	LIN FT	\$21.10	60.00	\$1,266.00		\$0.00	60.00	\$1,266.00
118	2563.601	TRAFFIC CONTROL	LUMP SUM	\$3,375.00	1.00	\$3,375.00		\$0.00	1.00	\$3,375.00
119	2563.601	DETOUR SIGNING	LUMP SUM	\$1,500.00	1.00	\$1,500.00		\$0.00	1.00	\$1,500.00
120	2564.531	SIGN PANELS TYPE C	SQ FT	\$42.00	226.00	\$9,492.00		\$0.00	379.25	\$15,928.50
121	2564.537	INSTALL SPECIAL SIGN	EACH	\$525.00	1.00	\$525.00		\$0.00	1.00	\$525.00
122	2564.537	INSTALL SIGN TYPE C	EACH	\$160.00	3.00	\$480.00		\$0.00	4.00	\$640.00
123	2564.537	INSTALL SIGN SPECIAL	EACH	\$160.00	6.00	\$960.00		\$0.00	0.00	\$0.00
124	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	\$21,000.00	1.00	\$21,000.00	0.05	\$1,050.00	1.00	\$21,000.00
125	2565.616	REVISE FLASHER SYSTEM	SYS	\$3,700.00	1.00	\$3,700.00		\$0.00	1.00	\$3,700.00
126	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.10	4,475.00	\$9,397.50		\$0.00	5,227.00	\$10,976.70
127	2573.505	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	\$21.05	90.00	\$1,894.50		\$0.00	30.00	\$631.50
128	2573.515	TEMPORARY DITCH CHECK TYPE 3	LIN FT	\$5.25	60.00	\$315.00		\$0.00	0.00	\$0.00
129	2573.53	STORM DRAIN INLET PROTECTION	EACH	\$160.00	50.00	\$8,000.00		\$0.00	58.00	\$9,280.00
130	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	\$685.00	11.00	\$7,535.00		\$0.00	0.00	\$0.00
131	2574.508	FERTILIZER TYPE 3	POUND	\$0.65	1,434.00	\$932.10		\$0.00	1,675.00	\$1,088.75
132	2574.525	COMMON TOPSOIL BORROW (LV)	CU YD	\$27.00	3,390.00	\$91,530.00		\$0.00	2,199.00	\$59,373.00
133	2575.501	SEEDING	ACRE	\$800.00	4.07	\$3,256.00		\$0.00	4.76	\$3,808.00
134	2575.501	SEEDING (TEMPORARY)	ACRE	\$52.75	4.47	\$235.79		\$0.00	0.00	\$0.00
135	2575.502	SEED MIXTURE 22-111	POUND	\$3.25	271.00	\$880.75		\$0.00	420.00	\$1,365.00
136	2575.502	SEED MIXTURE 25-141	POUND	\$3.50	298.00	\$1,043.00		\$0.00	400.00	\$1,400.00
137	2575.502	SEED MIXTURE 25-151	POUND	\$2.95	87.00	\$256.65		\$0.00	100.00	\$295.00
138	2575.502	SEED MIXTURE 33-361	POUND	\$35.00	128.00	\$4,480.00		\$0.00	70.00	\$2,450.00
139	2575.502	SEED MIXTURE 34-181	POUND	\$375.00	3.00	\$1,125.00		\$0.00	3.00	\$1,125.00
140	2575.505	SODDING TYPE LAWN	SQ YD	\$8.25	2,167.00	\$17,877.75		\$0.00	2,760.00	\$22,770.00
141	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ YD	\$2.50	17,732.00	\$44,330.00		\$0.00	8,008.00	\$15,020.00
142	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.00	15,890.00	\$15,890.00		\$0.00	28,940.00	\$28,940.00
143	2582.501	PAVT MSSG (LT ARROW) EPOXY (SEE CHANGE ORDER NO. 1)	EACH	\$130.00	21.00	\$2,730.00		\$0.00	0.00	\$0.00
144	2582.501	PAVT MSSG (RT ARROW) EPOXY (SEE CHANGE ORDER NO. 1)	EACH	\$130.00	8.00	\$1,040.00		\$0.00	0.00	\$0.00
145	2582.501	PAVT MSSG (THRU ARROW) EPOXY (SEE CHANGE ORDER NO. 1)	EACH	\$130.00	1.00	\$130.00		\$0.00	0.00	\$0.00
146	2582.502	4" SOLID LINE WHITE-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$0.27	6,265.00	\$1,691.55		\$0.00	0.00	\$0.00
147	2582.502	4" SOLID LINE YELLOW-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$0.30	2,910.00	\$873.00		\$0.00	0.00	\$0.00
148	2582.502	4" BROKEN LINE YELLOW-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$0.30	600.00	\$180.00		\$0.00	0.00	\$0.00

OWNER  
CONTRACTOR  
SEH

APPLICATION FOR PAYMENT NO. 7

PROJECT NO. BAXTE 128763  
CITY NO. 4108  
SAP NO. 230-106-002  
OWNER CITY OF BAXTER, MN  
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO. OF BRAINERD, LLC

CONTRACTOR FOR: 2015 EXCELSIOR ROAD IMPROVEMENTS  
AGREEMENT DATE: 4/7/2015  
FOR WORK ACCOMPLISHED THROUGH: 12/15/2015

ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
149	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$0.60	3,950.00	\$2,370.00		\$0.00	0.00	\$0.00
150	2582.502	8" SOLID LINE WHITE-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$3.70	270.00	\$999.00		\$0.00	0.00	\$0.00
151	2582.502	24" SOLID LINE WHITE-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$7.50	32.00	\$240.00		\$0.00	0.00	\$0.00
152	2582.502	24" SOLID LINE YELLOW-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$6.00	57.00	\$342.00		\$0.00	0.00	\$0.00
TOTAL ITEMS BID						\$2,476,917.04		\$2,420.90		\$2,164,474.06
<b>CHANGE ORDER NO. 1</b>										
143A	2582.501	PAVT MSSG (LT ARROW) EPOXY	EACH	\$130.00	(21.00)	(\$2,730.00)		\$0.00	0.00	\$0.00
144A	2582.501	PAVT MSSG (RT ARROW) EPOXY	EACH	\$130.00	(8.00)	(\$1,040.00)		\$0.00	0.00	\$0.00
145A	2582.501	PAVT MSSG (THRU ARROW) EPOXY	EACH	\$130.00	(1.00)	(\$130.00)		\$0.00	0.00	\$0.00
146A	2582.502	4" SOLID LINE WHITE-EPOXY	LIN FT	\$0.27	(6,265.00)	(\$1,691.55)		\$0.00	0.00	\$0.00
147A	2582.502	4" SOLID LINE YELLOW-EPOXY	LIN FT	\$0.30	(2,910.00)	(\$873.00)		\$0.00	0.00	\$0.00
148A	2582.502	4" BROKEN LINE YELLOW-EPOXY	LIN FT	\$0.30	(600.00)	(\$180.00)		\$0.00	0.00	\$0.00
149A	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	\$0.60	(3,950.00)	(\$2,370.00)		\$0.00	0.00	\$0.00
150A	2582.502	8" SOLID LINE WHITE-EPOXY	LIN FT	\$3.70	(270.00)	(\$999.00)		\$0.00	0.00	\$0.00
151A	2582.502	24" SOLID LINE WHITE-EPOXY	LIN FT	\$7.50	(32.00)	(\$240.00)		\$0.00	0.00	\$0.00
152A	2582.502	24" SOLID LINE YELLOW-EPOXY	LIN FT	\$6.00	(57.00)	(\$342.00)		\$0.00	0.00	\$0.00
153	2582.501	PAVEMENT MESS (LEFT ARROW) - PAINT	EACH	\$82.50	21.00	\$1,732.50		\$0.00	35.00	\$2,887.50
154	2582.501	PAVEMENT MESS (RIGHT ARROW) - PAINT	EACH	\$82.50	8.00	\$660.00		\$0.00	10.00	\$825.00
155	2582.501	PAVEMENT MESS (THRU ARROW) - PAINT	EACH	\$82.50	1.00	\$82.50		\$0.00	0.00	\$0.00
156	2582.502	4" SOLID LINE WHITE - PAINT	LINI FT	\$0.17	6,265.00	\$1,065.05		\$0.00	7,025.00	\$1,194.25
157	2582.502	4" SOLID LINE YELLOW - PAINT	LINI FT	\$0.17	2,910.00	\$494.70		\$0.00	3,606.00	\$613.02
158	2582.502	4" BROKEN LINE YELLOW - PAINT	LINI FT	\$0.17	600.00	\$102.00		\$0.00	1,121.00	\$190.57
159	2582.502	4" DOUBLE LINE YELLOW - PAINT	LINI FT	\$0.33	3,950.00	\$1,303.50		\$0.00	1,920.00	\$633.60
160	2582.502	8" SOLID LINE WHITE - PAINT	LINI FT	\$2.42	270.00	\$653.40		\$0.00	271.00	\$655.82
161	2582.502	24" SOLID LINE WHITE - PAINT	LINI FT	\$3.85	32.00	\$123.20		\$0.00	43.00	\$165.55
162	2582.502	24" SOLID LINE YELLOW - PAINT	LINI FT	\$3.52	57.00	\$200.64		\$0.00	0.00	\$0.00
163	2360.502	DEDUCT TO ALLOW RAP IN WEARING COURSE MIXTURE	TON	\$5.00	(8,016.00)	(\$40,080.00)		\$0.00	(5,381.00)	(\$26,905.00)
164	2573.521	SEDIMENT REMOVAL (VACUUM TRUCK)	LUMP SUM	\$1,484.38	1.00	\$1,484.38		\$0.00	1.00	\$1,484.38
165		WASHING SALVAGED RIP RAP	LUMP SUM	\$1,718.94	1.00	\$1,718.94		\$0.00	1.00	\$1,718.94
TOTAL CHANGE ORDER NO. 1						(\$41,054.74)		\$0.00		(\$16,536.37)
<b>CHANGE ORDER NO. 2</b>										
166		TIED CONCRETE BLOCK MAT (FLEXAMAT)	SF	\$21.72	720.00	\$15,538.40		\$0.00	900.00	\$19,548.00
167		CONCRETE J-BARRIER	LF	\$22.00	96.00	\$2,112.00		\$0.00	96.00	\$2,112.00
168		TOPSOIL 25% MATERIAL COST DEDUCT	CY	(\$1.69)	3,390.00	(\$5,729.10)		\$0.00	2,199.00	(\$3,716.31)
TOTAL CHANGE ORDER NO. 2						\$12,021.30		\$0.00		\$17,943.69

OWNER  
CONTRACTOR  
SEH

APPLICATION FOR PAYMENT NO. 7

PROJECT NO. BAXTE 128763  
CITY NO. 4108  
SAP NO. 230-106-002  
OWNER CITY OF BAXTER, MN  
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO. OF BRAINERD, LLC

CONTRACTOR FOR: 2015 EXCELSIOR ROAD IMPROVEMENTS  
AGREEMENT DATE: 4/7/2015  
FOR WORK ACCOMPLISHED THROUGH: 12/15/2015

ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
<b>CHANGE ORDER NO. 4</b>										
169		REPAIR IRRIGATION SYSTEM AT TRAILS HEAD BUSINESS CENTER	LUMP SUM	\$2,503.60	1.00	\$2,503.60		\$0.00	1.00	\$2,503.60
170		REPAIR IRRIGATION SYSTEM AT MANN LAKES 12 THEATRE	LUMP SUM	\$1,936.00	1.00	\$1,936.00		\$0.00	1.00	\$1,936.00
171		PAVEMENT MARKING REMOVAL	LIN FT	\$2.00	531.00	\$1,062.00		\$0.00	531.00	\$1,062.00
172		RELOCATE EXISTING PEDESTRIAN FLASHER BASES BY FLEET FARM	LUMP SUM	\$2,961.13	1.00	\$2,961.13		\$0.00	1.00	\$2,961.13
<b>TOTAL CHANGE ORDER NO. 4</b>						<b>\$8,462.73</b>		<b>\$0.00</b>		<b>\$8,462.73</b>
<b>MATERIAL STORED ON SITE</b>										
		SEED MIXTURES (AGASSIZ SEED & SUPPLY)	LUMP SUM	\$2,698.83				\$0.00	0.00	\$0.00
<b>BACKSHEET ADJUSTMENT NO. 1</b>										
		UNRESOLVED REPAIRS TO PAUL BUNYAN STATE TRAIL BRIDGE NO. 18529 DAMAGED BY CONTRACTOR ON 06/24/15	LUMP SUM	(\$25,000.00)				\$0.00	0.00	\$0.00
<b>BACKSHEET ADJUSTMENT NO. 2</b>										
		BITUMINOUS DENSITY DISINCENTIVE	LUMP SUM	(\$4,941.22)			1.00	(\$4,941.22)	1.00	(\$4,941.22)
<b>SUMMARY</b>										
TOTAL ITEMS BID						\$2,476,917.04		\$2,420.90		\$2,184,474.06
MATERIAL STORED ON SITE						\$0.00		\$0.00		\$0.00
BACKSHEET ADJUSTMENT NO. 1						\$0.00		\$0.00		\$0.00
BACKSHEET ADJUSTMENT NO. 2						\$0.00		(\$4,941.22)		(\$4,941.22)
CHANGE ORDER NO. 1						(\$41,054.74)		\$0.00		(\$16,536.37)
CHANGE ORDER NO. 2						\$12,021.30		\$0.00		\$17,943.69
CHANGE ORDER NO. 4						\$8,462.73		\$0.00		\$8,462.73
<b>TOTAL</b>						<b>\$2,456,346.33</b>		<b>(\$2,520.32)</b>		<b>\$2,189,402.89</b>

The undersigned Contractor certifies that all previous payments received from the Owner for work done under this contract have been applied to discharge in full all obligations the Contractor incurred in connection with the work covered by said progress payments. The undersigned Contractor agrees to pay all subcontractors within 10 days of receipt of payment from the municipality for undisputed services provided by the subcontractor. The Contractor agrees to pay interest as described under Minnesota state statute.

Gross Amount Due \$2,189,402.89  
Less Retainage (1%) \$21,894.03  
Amount Eligible to Date \$2,167,508.86  
Less Previous Payments \$2,082,327.05  
**Amount Due This Application \$85,181.81**

SUBMITTED ANDERSON BROTHERS CONSTRUCTION CO. O BY: *Al K...* DATE: 1/18/16  
PO BOX 668  
BRAINERD, MN 56401-0668

RECOMMENDED SEH BY: *Scott O. Hedlund* DATE: 1-19-16  
416 S 6TH ST STE 200  
BRAINERD, MN 56401

APPROVED CITY OF BAXTER BY: Kelly Steele, Asst. City Administrator/Clerk DATE: \_\_\_\_\_  
PO BOX 2626  
BAXTER, MN 56425-2626

APPROVED CITY OF BAXTER BY: Darrel Olson, Mayor DATE: \_\_\_\_\_  
PO BOX 2626  
BAXTER, MN 56425-2626

APPROVED CITY OF BAXTER - UTILITIES COMMISSION BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
PO BOX 2626  
BAXTER, MN 56425-2626

STATE AID FOR LOCAL TRANSPORTATION  
BACKSHEET ADJUSTMENT

Rev. July 2010  
Page 1 of 1

SAP 230-106-002	Minn. Proj. No.	<b>BA No. 2</b>
Project Location Excelsior Road from Cypress Drive to the East City Limits in Baxter		
Local Agency City of Baxter		Local Project No. BAXTE 128763
Contractor Anderson Brothers Construction Co		Contract No.
Address/City/State/Zip PO Box 668, Brainerd, MN 56401		
<b>Total Backsheet Adjustment Amount</b>		(\$4,941.22)

Specification 32 12 16 Plant Mixed Asphalt Pavement of the Project Manual provides for density disincentives. The Maximum Density method (MnDOT Specification 2360) for the Project indicates that the Contractor earned a disincentive of (\$4,941.22). The Plant Mixed Asphalt Pavement (MnDOT Specification 2360) Density Incentive/Disincentive Worksheets are located in the Engineer's Project File.

S.A.P. 230-105-002  
 CR Subgrade  
 Location: Baxter

Contractor: Engineer  
 Engineer: [Name]  
 Date Paved: 9/1/2015  
 Plant: [Name]  
 MDR #: 3A-1015-008

Plant Mixed Asphalt Pavement (Mn/DOT Specification 2360) Density Incentive/Disincentive Worksheet

Specification Year 2015  
 Total Tons Produced: 1478  
 Lots Required: 3  
 Max. Density Tons: 495  
 Over-ride # of Lots: 0  
 Max/Totals Ratio: 495/1478  
 Tons/Lot: 492.7

Sample Number:	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	
Sample Tons	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	
Tons Represented	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	
Density Tons	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	420	
Individual Air Voids	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	2.497	
Individual Grm	2498	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497
Moving Avg. Grm	2498	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497
Average Grm	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497	2497

Mat	Core	Core #	Core Thickness (inches)	Air Dry (lb)	Pan ID	Pan	SSD (lb)	Immersed (lb)	Dry Weight (lb)	% water absorbed	Bulk Sp.G	Density (lb/cu ft)	Bulk Sp.G used	Lot Avg. Density (lb/cu ft)	Total Pay Factor	Tons Represent	Incentive/Disincentive
1	2	1.1	1.1	2055.3	2055.3	2055.3	2055.3	2055.3	2055.3	0.3	2.291	91.8	2.291	92.6	1.00	492.7	\$0.00
		1.2	1.2	2093.6	2093.6	2093.6	2093.6	2093.6	2093.6	0.3	2.393	95.4	2.393	95.4	1.00	492.7	\$0.00
		1.1C	1.1C	2099.6	2099.6	2099.6	2099.6	2099.6	2099.6	0.3	2.280	91.3	2.280	91.3	1.00	492.7	\$0.00
		1.2C	1.2C	2354.9	2354.9	2354.9	2354.9	2354.9	2354.9	0.2	2.326	93.2	2.326	93.2	1.00	492.7	\$0.00
		2.1	2.1	1995.2	1995.2	1995.2	1995.2	1995.2	1995.2	0.5	2.272	91.0	2.272	91.0	1.00	492.7	\$0.00
		2.2	2.2	2244.6	2244.6	2244.6	2244.6	2244.6	2244.6	0.2	2.344	95.9	2.344	95.9	1.00	492.7	\$0.00
		2.1C	2.1C	1959.3	1959.3	1959.3	1959.3	1959.3	1959.3	0.5	2.288	91.6	2.288	91.6	1.00	492.7	\$0.00
		2.2C	2.2C	2250.9	2250.9	2250.9	2250.9	2250.9	2250.9	0.2	2.308	92.4	2.308	92.4	1.00	492.7	\$0.00
		3.1	3.1	2023.7	2023.7	2023.7	2023.7	2023.7	2023.7	0.3	2.308	92.4	2.308	92.4	1.00	492.7	\$0.00
		3.2	3.2	2235.7	2235.7	2235.7	2235.7	2235.7	2235.7	0.4	2.316	92.8	2.316	92.8	1.00	492.7	\$0.00
		3.1C	3.1C	2251.7	2251.7	2251.7	2251.7	2251.7	2251.7	0.5	2.304	92.3	2.304	92.3	1.00	492.7	\$0.00
		3.2C	3.2C	2229.3	2229.3	2229.3	2229.3	2229.3	2229.3	0.3	2.314	92.7	2.314	92.7	1.00	492.7	\$0.00

Mat	Core	Core #	Core Thickness (inches)	Air Dry (lb)	Pan ID	Pan	SSD (lb)	Immersed (lb)	Dry Weight (lb)	% water absorbed	Bulk Sp.G	Density (lb/cu ft)	Bulk Sp.G used	Lot Avg. Density (lb/cu ft)	Total Pay Factor	Tons Represent	Incentive/Disincentive
1	2	1.1L	1.1L	2096.0	2096.0	2096.0	2096.0	2096.0	2096.0	0.4	2.265	90.7	2.265	90.7	1.00	492.7	\$0.00
		1.1R	1.1R	2259.1	2259.1	2259.1	2259.1	2259.1	2259.1	0.5	2.265	90.7	2.265	90.7	1.00	492.7	\$0.00
		1.1C	1.1C	1954.6	1954.6	1954.6	1954.6	1954.6	1954.6	0.8	2.247	90.0	2.247	90.0	1.00	492.7	\$0.00
		1.1RC	1.1RC	2284.3	2284.3	2284.3	2284.3	2284.3	2284.3	0.7	2.251	90.1	2.251	90.1	1.00	492.7	\$0.00

Info: 1% Reduced Density, No Incentive Payment  
 Notes: [Redacted]  
 Bulk Core Characteristics: Avg. Density 144.0, lb/cu ft, 106.0  
 QC By: [Redacted]  
 Field Check By: [Redacted]









Plant Mixed Asphalt Pavement (Mn/DOT Specification 2360) Density Incentive/Disincentive Worksheet

S.A.L.P 230-106-002 Contractor Anderson Brothers MDR # 3A-2015-051 Specification Year 2015 Total Tons Produced: 1560 Lots Required: 3

CSAH Excavator Location Baxter SPWEA340C SP (Gratory) W/E (Wear) A (1/2 inch) 1 to <3 (Level 3) Air Voids 4% Asphalt Binder/Grade C = PG 58-34 Shoulder? No Tons of Sq Yd in Place? Tons

Max. Density Tons: 1560 Over-ride # of Lots: 520.0 Max./Total Ratio: 1.00 Base 4 9/22/2015 9/23/2015 Bid Price (\$/ton) \$68.00 % Passing #8 Sieve 55 % Reduced Puff? No Long. Int. Density? Yes

Design Air Voids: 4.0 Min. Air Voids: 3.5 Day's Weighted Avg. Air Void: 4.0

Table with columns: Lot, Core #, Core Thickness, Air Dry, Pen, Pan, SSD, Immersed, Dry Weight, % water absorbed, Bulk Sp. G, Density, Lot Avg. Density, Net Pay Factor, Total Pay Factor, Tons Represent, Incentive/Disincentive. Includes data for lots 14 and 15.

Longitudinal Joint Density Cores table with columns: Mat, Core #, Joint Type, Core Thickness, Air Dry, Pen, Pan, SSD, Immersed, Dry Weight, % water absorbed, Bulk Sp. G, Density, Lot Avg. Density, Net Inc./Disinc. Includes data for cores 16.2, 16.4R, 16.5LC, 16.4RC.

QC By: RM  
QA By: Arent/Dast/Braun  
Field Check By: Braun

**CITY OF BAXTER, MINNESOTA  
RESOLUTION 2016-017**

**A RESOLUTION APPROVING THE 20-YEAR MAINTENANCE PLAN UPDATE FOR  
THE SANITARY SEWER LIFT STATIONS**

WHEREAS, the City wishes to maintain its liftstations in a cost-effective and responsible manner; and

WHEREAS, since 2008 lift station maintenance and rehabilitation has been completed on City liftstations after initial construction to City standards; and

WHEREAS, more extensive maintenance and rehabilitation strategies are needed to maintain the City liftstations network to its existing condition; and

WHEREAS, the 20-Year Lift Station Management Program has been developed to address the needs of City lift stations.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA:

That the City hereby adopts the 20-Year Lift Station Management Program dated January, 2016.

**Whereupon, said Resolution is hereby declared adopted on this 16<sup>th</sup> day of February, 2016.**

**CITY OF BAXTER, MINNESOTA**

By \_\_\_\_\_  
**Darrel Olson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kelly Steele, Assistant City Administrator/ Clerk**

**City Seal**



Baxter/Brainerd  
7804 Industrial Park Road  
PO Box 2720  
Baxter, MN 56425-2720

218.829.5117   
218.829.2517   
Brainerd@wsn.us.com 

WidsethSmithNolting.com

## **20-YEAR MAINTENANCE PLAN UPDATE (2016 – 2036)**

**FOR**

### **SANITARY SEWER LIFT STATIONS**

**January 2016**

**CITY OF**

**BAXTER, MINNESOTA**

*WSN No. 0102B0315.003*

### Introduction

The City of Baxter operates and maintains 23 sanitary sewer lift stations as part the City's overall sanitary sewer collection system. In 2008 the City Council approved and adopted a 20-Year Sanitary Sewer Lift Station Maintenance Plan. Lift station components wear out or become aged and are difficult to replace due to the continual changes and advancements in electronics and controls. The maintenance plan provides the City with a tool to plan, budget, and prioritize future improvements.

Implementation of the plan began in 2011. A summary of the projects completed or under contract include the following:

- Lift Station No. 3 – 2011
- Lift Station No. 1 – 2011
- Lift Station No. 4 – 2012
- Lift Station No. 5 – 2012
- Lift Station No. 6 – 2013
- Lift Station No. 9 – 2014
- Lift Station No. 7 – 2015
- Lift Station No. 8 – 2016

The attached information represents an update to the original maintenance plan. Unit prices have been updated to reflect actual costs associated with improvements from the four previous lift station reconstruction projects and the Lift Station 20-Year Maintenance Budget has been updated to reflect anticipated costs from 2016 through 2036.

### Unit Costs

Reconstruction costs at each lift station location will vary depending on field conditions and arrangement of components. Improvements and unit costs A through K on the attached Cost Summary Worksheet were identified as work that will likely need to be addressed at lift stations over the next 20 years. Costs for each lift station can be customized by selecting appropriate improvements from the provided unit cost list.

Original unit prices were set based on lift station maintenance history and information provided by Quality Flow. Unit costs have since been updated to reflect historic costs from the previous four lift station reconstruction projects.

### Maintenance Budget

The Maintenance Budget estimates maintenance and replacement costs over the next twenty year period from 2016 to 2036. Yearly costs vary depending on planned lift station replacement and maintenance items. Estimated costs for the next five year period are as follows:

- 2016        \$163,000
- 2017        \$187,000
- 2018        \$146,000
- 2019        \$151,000
- 2020        \$133,000

The average yearly maintenance cost over the next twenty year period is estimated at \$133,024. The maximum and minimum estimated yearly costs are \$187,000 and \$60,500 respectively.

Attachments:

1. Lift Station Location Map
2. Lift Station Cost Summary Worksheet
3. Lift Station 20-Year Maintenance Budget



LIFT STATION 20-YEAR MAINTENANCE BUDGET  
 BAXTER, MINNESOTA  
 WSN 0102B0315.000  
 01/18/16

Lift Station Number	Location	Original Construction Date	Pump #1 Install / Rebuild	Pump #2 Install / Rebuild	Control Panel Latest Refit	2016		2017		2018		2019		2020		2021		2022		2023		2024		2025		2026		
						Codes	Cost	Codes	Cost	Codes	Cost	Codes	Cost	Codes	Cost	Codes												
1	CSAH #48 near treatment plant	1980	2011	2011	2011											J	\$ 32,000											
2	Excelsior Road & Cypress Drive	1980	2007	2007	2001			H	\$ 24,000	G	\$ 13,000																	
	Lift Station 1 & 2 General Maintenance						\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000	
3	Inglewood Drive & Fairview Road	1989	2011	2011	2011											I	\$ 13,000											
4	Fairview Road and Maplewood Drive	1989	2012	2012	2012													I	\$ 13,000									
5	Memorywood Drive north of City Hall	1989	2012	2012	2012													I	\$ 13,000									
6	Memorywood Drive and Cedar Scenic Road	1989	2009	2009	2013							I	\$ 13,000															
7	West end of Cedardale Lane	1991	2015	2015	2015																		I	\$ 13,000				
8	Brentwood Drive and Briarwood Lane	1991	1991	1991	1991	A,F	\$ 140,000																		I	\$ 13,000		
9	Mountain Ash Drive near Treatment Plant #2	1992	2014	2014	2014																	I	\$ 13,000					
10	Flintwood Drive	1998	1998	1998	1998			A,F	\$ 140,000																			
11	Glory Road and Elder Drive	1998	1999	1999	1999					A	\$ 110,000																	
12	Knollwood Drive and CSAH #48	2001	2007	2007	2001							A,E	\$ 115,000															
13	Forest Drive	2001	2001	2001	2001									A	\$ 110,000													
14	Meredith Drive	2003	2003	2003	2003											A	\$ 110,000											
15	Jasperwood Drive and Marble Road	2003	2003	2003	2003													A	\$ 110,000									
16	Edgewood Drive and Lake Forest Road	2004	2004	2004	2004														A	\$ 110,000								
17	Grand Oaks Drive and Clearwater Road	2004	2004	2004	2004																	A	\$ 110,000					
18	Hastings Road	2005	2005	2005	2005																		A	\$ 110,000				
19	Potlatch	2006	2006	2006	2006																				A	\$ 110,000		
20	Clearwater Road and Kimberlee Drive	2006	2006	2006	2006																							
21	Cedar Scenic Road west of Olivewood Drive	2007	2007	2007	2007																							
22	CSAH #48 between Knollwood Drive and Ironwood Drive	2008	2008	2008	2008																							
23	Mapleton Road and Crow Wing Power Substation	2015	2015	2015	2015																		I	\$ 13,000				
	Lift Station 3-22 General Maintenance						\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000	

Annual Cost	\$ 163,000	\$ 187,000	\$ 146,000	\$ 151,000	\$ 133,000	\$ 178,000	\$ 159,000	\$ 133,000	\$ 146,000	\$ 159,000	\$ 146,000
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LIFT STATION COST SUMMARY WORKSHEET (2016 COSTS)

<u>Item</u>	<u>Description</u>	
A	Base Lift Station Upgrade Stainless Steel 36" x 48" control panel with LC 150 controller with pressure transducer and floats 5HP KSB 80-200 pumps with Type F impeller Pump rail and base elbow replacement By-pass pumping, mobilization, clean-up Wet well water blast, vacuum, spot repairs Precast cover replacement with aluminum hatch Discharge piping, cleaning and coatings TOTAL - Item A	\$110,000.00
B	Construct new upstream manhole. Includes dewatering, temporary by-pass and restoration.	\$20,000.00
C	Replace check valves (2) in valve vault	\$5,000.00
D	Replace isolation valves (2) in valve vault	\$4,000.00
E	Replace valve vault cover and aluminum hatch	\$5,000.00
F	Complete valve vault replacement with by-pass piping system	\$30,000.00
G	Replacement of low flow pumps (2 pumps) (LS 2)	\$13,000.00
H	Replacement of high flow pumps (2 pumps) (LS 1 and LS 2)	\$24,000.00
I	Duplex pump replacement (2 pumps)	\$13,000.00
J	Duplex pump replacement (2 pumps) (LS 1)	\$32,000.00
K	Control Panel Replacement	\$32,500.00

Lift Station Number	2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		20 YEAR TOTAL COST
	Codes	Cost	Codes	Cost	Codes	Cost	Codes	Cost	Codes	Cost	Codes	Cost	Codes	Cost	Codes	Cost	Codes	Cost	Codes	Cost	
1									J,K	\$ 64,500											\$ 96,500
2	G,H,K	\$ 69,500																			\$ 106,500
		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000	\$ 42,000
3									I,K	\$ 45,500											\$ 58,500
4											I,K	\$ 45,500									\$ 58,500
5											I,K	\$ 45,500									\$ 58,500
6					I	\$ 13,000							K	\$ 32,500							\$ 58,500
7																	I,K	\$ 45,500			\$ 58,500
8																			I,K	\$ 45,500	\$ 198,500
9															I,K	\$ 45,500					\$ 58,500
10	I	\$ 13,000																			\$ 153,000
11			I	\$ 13,000																	\$ 123,000
12					I	\$ 13,000															\$ 128,000
13							I	\$ 13,000													\$ 123,000
14									I	\$ 13,000											\$ 123,000
15											I	\$ 13,000									\$ 123,000
16													I	\$ 13,000							\$ 123,000
17															I	\$ 13,000					\$ 123,000
18																	I	\$ 13,000			\$ 123,000
19																			I	\$ 13,000	\$ 123,000
20			A	\$ 110,000																	\$ 110,000
21					A	\$ 110,000															\$ 110,000
22							A	\$ 110,000													\$ 110,000
23																	I	\$ 13,000			\$ 26,000
		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000		\$ 21,000					\$ 378,000

\$ 105,500
\$ 146,000
\$ 159,000
\$ 146,000
\$ 146,000
\$ 127,000
\$ 68,500
\$ 60,500
\$ 73,500
\$ 60,500
\$ 2,793,500

**AVERAGE YEARLY COST:** \$ 133,024  
**MAXIMUM YEARLY COST:** \$ 187,000  
**MINIMUM YEARLY COST:** \$ 60,500



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January 26, 2016

Mayor and City Council  
City of Baxter  
P.O. Box 2626  
Baxter, MN 56425

**RE: Agreement for Professional Engineering Services  
CSAH 48 (Highland Scenic Road) Railway Crossing Improvements  
Feasibility Study  
Baxter, MN**

Dear Mayor and City Council:

In response to staff request, we are pleased to submit a proposal to prepare a feasibility study for the CSAH 48 (Highland Scenic Drive) railway crossing improvement project. It is our understanding the County initiated the project by proposing a mill and overlay in 2017. The City then responded with requests for improvements that were not included in the original scope of the project. The County reviewed that City's response and requested a meeting. As a result of the meeting, it was determined the County would stop the mill and overlay project at Foley Road and allow the City to develop the project (with the additional City requested improvements) from Foley Road to TH 210.

We understand the project will consist of the following improvements:

- Silent railroad crossing improvements
- Coordination with BNSF Railway
- Coordination with MnDOT Rail Office
- Separated trail improvements from TH 210 to Foley Road
- Urban roadway improvements with storm sewer

If our understanding of the project is not correct, please contact us immediately so we can modify this proposal.

Our proposed scope of services is as follows:

Feasibility Study

WSN proposes to complete a feasibility study to lay out the proposed improvements, calculate associated costs and lay out project implementation/cost share. Specific items included in the proposal include:

- Research of existing documents and record drawings
- Preparation of preliminary study exhibits and geometric layout
- Coordination with BNSF Railway and MnDOT Rail Office
- Estimated preliminary quantities.
- Preparation of preliminary cost estimates and cost share.
- Preparation of draft feasibility study that includes a review of existing conditions, proposed improvements, estimated project costs, project implementation and discussion of conclusions and recommendations.



# WIDSETH SMITH NOLTING



## 2016 FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
<b>Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer</b>	
Level I	\$ 92.00
Level II	\$110.00
Level III	\$135.00
Level IV	\$145.00
Level V	\$160.00
<b>Technician</b>	
Level I	\$ 60.00
Level II	\$ 74.00
Level III	\$ 90.00
Level IV	\$107.00
Level V	\$112.00
Computer Systems Specialist	\$120.00
Senior Funding Specialist	\$ 105.00
Marketing Specialist	\$ 95.00
Funding Specialist	\$ 75.00
Administrative Assistant	\$ 53.00

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to change</i>	\$0.56/mile
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler	\$40.00/Day
ISCO Flow Recorder	\$60.00/Day
Photoionization Detection Meter	\$80.00/Day
Explosimeter	\$50.00/Day
Product Recovery Equipment	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System)	\$150.00/Day
Soil Drilling Rig	\$35.00/Hour
Groundwater Sampling Equipment	\$75.00/Day
Subcontractors	Cost Plus 10%

Reproduction Costs	RATE
Black & White Copies: 8 1/2 x 11	\$0.10
Black & White Copies: 11 x 17	\$0.50
Black & White Copies: 24 x 36	\$3.00
Color Copies: 8 1/2 x 11	\$2.00
Color Copies: 11 x 17	\$4.00
Color Copies: 24 x 36	\$12.00
Color Plots: 42 x 48	\$22.00

All Accounts due and payable within 30 days of billing. A finance charge is computed on a periodic rate of 1% per month which is an annual percentage rate of 12% on any previous balance not paid within 30 days.

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

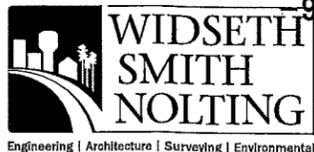
If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WSN

A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WSN.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.



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## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

**ARTICLE 7. CLIENT'S RESPONSIBILITIES**

A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

**ARTICLE 8. OPINIONS OF COST**

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

**ARTICLE 9. CONSTRUCTION PHASE SERVICES**

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

**ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS**

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

**ARTICLE 11. REVIEW OF PAY APPLICATIONS**

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

**ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

**ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

**ARTICLE 14. BETTERMENT**

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such 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, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

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

**ARTICLE 16. CONTINGENCY FUND**

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

**ARTICLE 17. INSURANCE**

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

**ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

**ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

**ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

**ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed \$1,000,000 on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**ARTICLE 23. NON-DISCRIMINATION**

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

**ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

**ARTICLE 25. PRE-LIEN NOTICE**

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.



Baxter/Brainerd  
7804 Industrial Park Road  
PO Box 2720  
Baxter, MN 56425-2720

218.829.5117  
218.829.2517  
Brainerd@wsn.us.com

WidsethSmithNolting.com

January 26, 2016

Trevor Walter  
Public Works Director/City Engineer  
City of Baxter  
P.O. Box 2626  
Baxter, MN 56425

**RE: Proposal for Engineering Services  
Long-Range Utility Mapping Update  
Baxter, MN**

Dear Mr. Walter:

Thank you for the opportunity to submit our proposal for updating the City of Baxter long-range utility extension map. The current map was last updated in 2007 and numerous modifications are necessary. Our proposal includes the following anticipated tasks:

- Incorporate existing sanitary sewer and water mains that have been installed since the 2007 update. A partial list of completed projects would include: Isle Drive Extension, North Inglewood Drive Improvements, Novotny / Dellwood Improvements, Independence Road, Falcon Drive, Woida / Wildflower / Franklin, Baxter Town Center Improvements, and the South Perch Lake Improvements.
- Incorporate information from new or updated feasibility studies or reviews that have been completed since the 2007 update. A partial list of these studies include: Eagle Drive Area, North Forestview Drive, North Perch Lake, Northeast Baxter Area, Excelsior / Fairview / Dellwood Intersection and the long range water study.
- Incorporate private development project information that have been completed since the 2007 update. Examples of these would include Costco and JC Penney. We would need to work with City staff to obtain a list of these types of projects and obtain the data relative to utility work.
- Revise the existing sanitary sewer and water distribution service boundaries based on the completed projects.
- Review and update (as needed) all future water and sewer extensions shown on the map. This would involve checking all proposed pipe sizes, elevations, and bury depths based on currently available elevations from aerial topography.
- Preparation of a new water distribution and sanitary sewer long-range utility extension maps for use by the City.



WSN proposes to perform the services described on an hourly basis for the **Not To Exceed amount of \$9,500**. We will keep City staff informed of the project status and engineering budget on a regular basis. We propose to have all work and submittals completed within 60 days after receipt of the signed agreement.

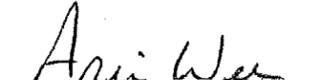
If you are in agreement with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

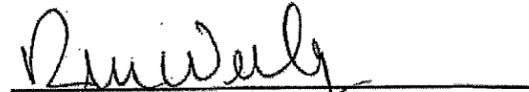
We realize this is an important project to the City and welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project. We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

Sincerely,

  
Aric Welch, P.E.

.....  
**Proposed by Widseth Smith Nolting**

  
Aric Welch, Vice President

  
Kevin B. Wernberg, Executive Vice President

**Approved as to form and content by the Baxter City Attorney**

\_\_\_\_\_  
J. Brad Person                      Date

**Accepted by the City of Baxter:** The above proposal and previously submitted General Provisions of Professional Services Agreement are satisfactory and WSN is authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**2016 FEE SCHEDULE**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b>Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer</b>	
Level I	\$ 92.00
Level II	\$110.00
Level III	\$135.00
Level IV	\$145.00
Level V	\$160.00
<b>Technician</b>	
Level I	\$ 60.00
Level II	\$ 74.00
Level III	\$ 90.00
Level IV	\$107.00
Level V	\$112.00
Computer Systems Specialist	\$120.00
Senior Funding Specialist	\$ 105.00
Marketing Specialist	\$ 95.00
Funding Specialist	\$ 75.00
Administrative Assistant	\$ 53.00

<b>OTHER EXPENSES</b>	<b>RATE</b>
Mileage (Federal Standard Rate) <i>subject to change</i>	\$0.56/mile
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler	\$40.00/Day
ISCO Flow Recorder	\$60.00/Day
Photoionization Detection Meter	\$80.00/Day
Explosimeter	\$50.00/Day
Product Recovery Equipment	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System)	\$150.00/Day
Soil Drilling Rig	\$35.00/Hour
Groundwater Sampling Equipment	\$75.00/Day
Subcontractors	Cost Plus 10%

<b>Reproduction Costs</b>	<b>RATE</b>
Black & White Copies: 8 1/2 x 11	\$0.10
Black & White Copies: 11 x 17	\$0.50
Black & White Copies: 24 x 36	\$3.00
Color Copies: 8 1/2 x 11	\$2.00
Color Copies: 11 x 17	\$4.00
Color Copies: 24 x 36	\$12.00
Color Plots: 42 x 48	\$22.00

All Accounts due and payable within 30 days of billing. A finance charge is computed on a periodic rate of 1% per month which is an annual percentage rate of 12% on any previous balance not paid within 30 days.

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

## General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolling, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

### ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

### ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

### ARTICLE 3. COMPENSATION TO WSN

A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WSN.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.



### ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

### ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

### ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

**ARTICLE 7. CLIENT'S RESPONSIBILITIES**

A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treator, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

**ARTICLE 8. OPINIONS OF COST**

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

**ARTICLE 9. CONSTRUCTION PHASE SERVICES**

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

**ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS**

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

**ARTICLE 11. REVIEW OF PAY APPLICATIONS**

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

**ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

**ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

**ARTICLE 14. BETTERMENT**

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such 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, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

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

**ARTICLE 16. CONTINGENCY FUND**

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

**ARTICLE 17. INSURANCE**

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

**ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

**ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

**ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

**ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed \$1,000,000 on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**ARTICLE 23. NON-DISCRIMINATION**

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

**ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

**ARTICLE 25. PRE-LIEN NOTICE**

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

REQUEST FOR COUNCIL ACTION

February 16, 2016

**Department Origination:**  
Administration and Finance Department

**Agenda Section:** Other Business

**Agenda Item:** Notice of Proposed Franchise Fee Ordinance on Utility Providers

**Approval Required:** Simple Majority of Vote of the Council OR 4/5 Vote of the Council

**BACKGROUND**

The City of Baxter commissioned a pavement management plan (PMP) study with engineering firm Bolton and Menk in 2013 to address ongoing maintenance and funding of the city's now 85 miles of streets. The study was initiated due to the aging of streets and the associated need for increased maintenance. The purposes of the study was to: 1) develop a pavement management plan to preserve and/or improve quality and extend the useful life of the City's streets in a fiscally responsible manner, 2) develop and implement a plan considering immediate and long term needs, and 3) prepare systematic plan for routine evaluation with sustainable funding for maintenance costs.

The PMP study recommended dramatically increasing the street maintenance budget to maintain all streets with a condition rating of 5 and above, targeting preservation improvements first with a sealcoating program. The added ongoing preventative maintenance will result in property owner savings by reducing the need for more frequent, higher cost reconstruction of streets. The PMP study identified the need for an average annual funding of \$539,600 for sealcoating in the next ten years and identified utility franchise fees as a potential funding source for the ongoing maintenance not currently being performed. The benefits of utilizing franchise fees include:

- Reliable and stable source of revenue
- Not subject to loss of revenue due to State budget issues
- Growth in revenues is proportional to growth in business activity and population
- New entities immediately begin contributing
- Tax exempt properties contribute
- Opportunity to balance financial obligations between payer classes

The City Council engaged its financial/development advisor, Ehlers, to develop a franchise fee system and rate schedule to meet the funding needs of the ongoing sealcoating maintenance program of the PMP and street lighting program. Ehlers gathered data from and has been discussing the franchise fees with the City's two electric providers and two natural gas providers. A council work session on the topic was held on January 5, 2016, followed by a noticed information meeting on January 19, 2016. The information meeting was held for the purpose of presenting information and receiving input on the proposed use of electric and natural gas utility franchise fees and recommended fee schedule to fund the preventative maintenance sealcoating program and to provide for the installation, maintenance and operation of street lights and traffic control signals within the City.

Members of the City Council and staff have also met with Chamber of Commerce representatives regarding the proposed fees. Chamber representatives asked the City to consider dedicating the revenues in the ordinance and sunseting the franchise fee authority after five years to review and analyze the continued need. While the city's municipal finance attorney at Kennedy & Graven has recommended against dedicating the use of funds in the ordinance (he recommended restricting their use through a policy or resolution), staff has prepared the ordinance to dedicate the use of franchise fee revenues to

pavement management and street/traffic lighting related activities as has been the intent since the funding source was first considered.

Since the franchise fees and pavement management activities will be reviewed on an annual basis as part of the budget process (similar to the city's three utility enterprise funds), it is not recommended to place a sunset and evaluation period in the ordinance. The PMP study prepared by Bolton and Menk identifies a long-term, ongoing need for maintenance that requires an ongoing, stable funding source. The Council, through the franchise agreements and annual budget appropriation process, maintains authority to determine the revenues needed to finance the pavement management and street lighting spending activities.

To implement the franchise fees, proposed ordinances establishing franchise fees need to be sent to the utility providers for a period of time, followed by adoption of the ordinances at which time the franchise fees will be collected by the utility providers and remitted to the City. Per the terms of the various franchise agreements with various notice requirements, the following schedule is proposed to maintain a consistent schedule for all four utility providers:

- 02/16/16 City Council Approves Motion to Direct Staff to Service Notice of Franchise Fees
- 02/17/16 Notices Sent to Utility Providers 90 Days in Advance of Adopting Ordinances
- 05/17/16 City Council Approves Franchise Fees Ordinances  
Notice of Ordinance Approvals Sent to Utility Providers  
Ordinances Published
- 08/01/16 Franchise Fees Take Effect

**FINANCIAL IMPLICATIONS**

The establishment of franchise fees will provide for a more equitable means of providing revenues to fund the ongoing preventative maintenance of the PMP. Implementing a systematic maintenance plan that includes sealcoating will save property owners the higher cost of more frequent reconstruction of streets and provide operating funding for street lighting and traffic signals, while minimizing the financial impact on taxpayers.

To maintain the City's street infrastructure as it begins to age, a stable annual funding source is needed for the recommended ongoing sealcoating program of the PMP. In the past, the City's streets were relatively new because of the installation of city utilities and the development of new subdivisions; the streets did not require significant maintenance and the City did not need a substantial maintenance budget. As a result, this new maintenance expenditure has not been budgeted and the City will begin to incur significant infrastructure costs in the future if the maintenance needs are not addressed.

As an alternative, funding through the property tax levy would require an increase in the current tax capacity rate from 53.22% to 57.95%. Under the proposed fee schedule, properties classified as residential by the utility providers will pay \$60 annually in electric and gas franchise fees. If the needed PMP and street lighting funding was obtained from an increase in the property tax levy, a \$150,000 valued residential house also would pay about \$60 more in annual property taxes, equal to the proposed franchise fees. Residential properties valued more than \$150,000 would end up paying more if an increase in the property tax levy was implemented in lieu of franchise fees. In addition, residential-homestead property currently accounts for 33% of the City's tax capacity. Under the proposed franchise fee rate structure, 40% of the franchise fee revenues are derived from residential properties.

Because utility usage information is not public, the City does not have utility information on how specific commercial customers are classified. The classifications are set by the utility providers based upon consumption with oversight in some cases by the Minnesota Public Utilities Commission.

Based upon the current number of accounts reported by the utility providers and the proposed franchise fee rates, franchise fee revenues are estimated to generate approximately \$394,200 for pavement management activities and \$115,000 for street and traffic lighting costs. Approximately \$512,200 will be available for pavement management maintenance when the pavement management portion of the franchise fee revenues is added to the City's current annual municipal state aid allocation for maintenance. The franchise fee revenues will be accounted for in the City's Street Replacement Capital Project Fund.

**STAFF RECOMMENDATIONS**

The City's financial/development advisor and staff recommend the establishment of franchise fees and proposed fee schedule as the more equitable means of providing funding for the ongoing preventative maintenance sealcoating program and the installation, maintenance and operation street lighting and traffic signals.

**COUNCIL ACTION REQUESTED**

Motion to direct staff to serve notice of the attached proposed franchise fee ordinances on the following utility providers: Brainerd Public Utilities, Crow Wing Cooperative Power and Light Company, Northern States Power Company, and Centerpoint Energy Resources Corporation.

**ATTACHMENTS**

Ordinance No. \_\_, An Ordinance Implementing a Utility Service Franchise Fee on Brainerd Public Utilities, a Municipal Utility, Its Successors and Assigns, for Providing Electric Service within the City of Baxter

Ordinance No. \_\_, An Ordinance Implementing a Gas Service Franchise Fee on Centerpoint Energy Resources Corporation., DBA Centerpoint Energy Minnesota Gas, a Minnesota Corporation, Its Successors and Assigns, for Providing Gas Service within the City Of Baxter

Ordinance No. \_\_, An Ordinance Implementing a Utility Service Franchise Fee on Crow Wing Cooperative Power and Light Company, a Minnesota Cooperative, Its Successors and Assigns, for Providing Electric Service within the City of Baxter

Ordinance No. \_\_, An Ordinance Implementing a Gas Service Franchise Fee on Northern States Power Company, a Minnesota Corporation, Its Successors and Assigns, DBA Xcel Energy for Providing Gas Service within the City of Baxter

*(The ordinance numbers will be assigned when they are considered at the May 17, 2016 council meeting).*

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE IMPLEMENTING AN ELECTRICITY SERVICE FRANCHISE FEE ON  
BRAINERD PUBLIC UTILITIES, A MUNICIPAL UTILITY, ITS SUCCESSORS AND ASSIGNS,  
FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF BAXTER

THE CITY COUNCIL OF THE CITY OF BAXTER DOES ORDAIN:

**SECTION 1.** The City of Baxter Municipal Code is hereby amended to include reference to the following Special Ordinance.

**Subd. 1. Purpose.** The Baxter City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide electric energy services within the City of Baxter to fund pavement management related and street and traffic lighting related activities.

- (a) Pursuant to Minnesota Statutes, Section 301B.01, the City of Baxter ("City") has the right to impose a franchise fee on Brainerd Utilities Commission, its successors and assigns, in an amount and fee design as set forth in the fee schedule attached hereto as Schedule A.

**Subd. 2. Franchise Fee Statement.** A franchise fee is hereby imposed on Brainerd Public Utilities Commission, its successors and assigns, in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the August 1, 2016 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event there is more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, Brainerd Public Utilities may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If Brainerd Public Utilities combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event Brainerd Public Utilities serves an entity with more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the manner of billing for energy used at all similar premises in the City will control.

**Subd. 3. Payment.** The franchise fee shall be payable to the City in accordance with the following terms:

The franchise fee shall be payable not less than monthly. The payment shall be due the last business day of the month following the period for which the payment is made. The fee may be changed by ordinance from time to time; however, each shall meet the notice requirements of Subdivision 6 below. Such fee shall not exceed any amount which Brainerd Public Utilities may legally charge to its customers prior to payment to the City by imposing a surcharge equivalent to such fee in its rates for electric services.

**Subd. 4. Surcharge.** The City recognizes that the Minnesota Public Utilities Commission may allow the addition of a surcharge to customer rates of accounts within the City to reimburse the cost of the fee.

**Subd. 5. Enforcement.** Any dispute, including enforcement of a default regarding this ordinance will be resolved by mediation, followed by litigation if necessary.

**Subd. 6. Effective Date of Franchise Fee.** The effective date of this Ordinance shall be after its publication and sixty (60) days after the sending of written notice enclosing a copy of this adopted Ordinance to Brainerd Public Utilities by certified mail. Collection of the fee shall commence as provided in above.

Passed and approved: \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Its: *Mayor*

Attest:

By: \_\_\_\_\_  
Its: *City Administrator*

SEAL

**SCHEDULE A**

**Franchise Fee Rates:**

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Monthly Fee</u>
Residential	\$ 3.00
Commercial	\$ 13.00
Demand	\$ 52.00
Large Power	\$ 138.00

In the event Company adds any new or modified customer classification, Company shall give City prompt written notice, no more than 45 days after such customer classification is added, along with a proposed monthly franchise fee amount for such customer classification.

Franchise fees are submitted to the City on a monthly basis as follows:

- January collections due by February 28
- February collections due by March 31
- March collections due by April 30
- April collections due by May 31
- May collections due by June 30
- June collections due by July 31
- July collections due by August 31
- August collections due by September 30
- September collections due by October 31
- October collections due by November 30
- November collections due by December 31
- December collections due by January 31

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE ON  
CENTERPOINT ENERGY RESOURCES CORPORATION., DBA CENTERPOINT ENERGY  
MINNESOTA GAS, A MINNESOTA CORPORATION, ITS SUCCESSORS  
AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY OF BAXTER

THE CITY COUNCIL OF THE CITY OF BAXTER DOES ORDAIN:

**SECTION 1.** The City of Baxter Municipal Code is hereby amended to include reference to the following Special Ordinance.

**Subd. 1. Purpose.** The Baxter City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas services within the City of Baxter to fund pavement management related and street and traffic lighting related activities.

- (a) Pursuant to City Ordinance 2013-24, a Franchise Agreement between the City of Baxter and CenterPoint Resources Corp., dba CenterPoint Energy Minnesota Gas ("CenterPoint" or "Company"), its successors and assigns, the City has the right to impose a franchise fee on CenterPoint, its successors and assigns, in an amount and fee design as set forth in the fee schedule attached hereto as Schedule A.

**Subd. 2. Franchise Fee Statement.** A franchise fee is hereby imposed on CenterPoint, its successors and assigns, in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the August 1, 2016 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event there is more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for gas service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event Company serves an entity with more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the City will control.

**Subd. 3. Payment.** The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 8.3 of the Franchise Agreement.

**Subd. 4. Surcharge.** The City recognizes that the Minnesota Public Utilities Commission may allow the addition of a surcharge to customer rates of accounts within the City to reimburse Company for the cost of the fee.

**Subd. 5. Enforcement.** Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

**Subd. 6. Effective Date of Franchise Fee.** The effective date of this Ordinance shall be after its publication and sixty (60) days after the sending of written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of the fee shall commence as provided in above.

Passed and approved: \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Its: *Mayor*

Attest:

By: \_\_\_\_\_  
Its: *City Administrator*

SEAL

**SCHEDULE A**

**Franchise Fee Rates:**

Gas Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Amount Per Month</u>
Residential	\$ 2.00
Commercial - A	\$ 7.00
Commercial/Industrial-B	\$ 22.00
Commercial/Industrial-C	\$ 22.00
Small Volume Dual Fuel - A	\$ 65.00
Small Volume Dual Fuel - B	\$ 65.00
Large Volume Dual Fuel	\$ 65.00

Franchise fees are submitted to the City on a quarterly basis as follows:

- January – March collections due by April 30.
- April – June collections due by July 31.
- July – September collections due by October 31.
- October – December collections due by January 31.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE IMPLEMENTING A UTILITY SERVICE FRANCHISE FEE ON  
CROW WING COOPERATIVE POWER AND LIGHT COMPANY, A MINNESOTA  
COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING  
ELECTRIC SERVICE WITHIN THE CITY OF BAXTER

THE CITY COUNCIL OF THE CITY OF BAXTER DOES ORDAIN:

**SECTION 1.** The City of Baxter Municipal Code is hereby amended to include reference to the following Special Ordinance.

**Subd. 1. Purpose.** The Baxter City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide electric energy services within the City of Baxter to fund pavement management related and street and traffic lighting related activities.

- (a) Pursuant to City Ordinance 57, a Franchise Agreement between the City of Baxter ("City") and Crow Wing Cooperative Power and Light Company ("Crow Wing Power" or the "Company"), its successors and assigns, the City has the right to impose a franchise fee on Crow Wing, its successors and assigns, in an amount and fee design as set forth in the fee schedule attached hereto as Schedule A.

**Subd. 2. Franchise Fee Statement.** A franchise fee is hereby imposed on Crow Wing Power, its successors and assigns, in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the Crow Wing Power August 1, 2016 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event there is more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event Company serves an entity with more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the City will control.

**Subd. 3. Payment.** The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 4.1.b of the Franchise Agreement.

**Subd. 4. Surcharge.** The City recognizes that the Minnesota Public Utilities Commission may allow the addition of a surcharge to customer rates of accounts within the City to reimburse Company for the cost of the fee.

**Subd. 5. Enforcement.** Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 6.4 of the Franchise Agreement.

**Subd. 6. Effective Date of Franchise Fee.** The effective date of this Ordinance shall be after its publication and sixty (60) days after the sending of written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of the fee shall commence as provided in above.

Passed and approved: \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Its: *Mayor*

Attest:

By: \_\_\_\_\_  
Its: *City Administrator*

SEAL

**SCHEDULE A**

**Franchise Fee Rates:**

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Monthly Fee</u>
Residential	\$ 3.00
Small Commercial: < 2,500 kWh's	\$ 13.00
Commercial Demand: > 2,500 kWh; < 250 kW Demand	\$ 52.00
Large Commercial: > 250 kW Demand	\$ 138.00

In the event Company adds any new or modified customer classification, Company shall give City prompt written notice, no more than 45 days after such customer classification is added, along with a proposed monthly franchise fee amount for such customer classification.

Franchise fees are submitted to the City on a monthly basis as follows:

- January collections due by February 28
- February collections due by March 31
- March collections due by April 30
- April collections due by May 31
- May collections due by June 30
- June collections due by July 31
- July collections due by August 31
- August collections due by September 30
- September collections due by October 31
- October collections due by November 30
- November collections due by December 31
- December collections due by January 31

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, DBA XCEL ENERGY FOR PROVIDING GAS SERVICE WITHIN THE CITY OF BAXTER

THE CITY COUNCIL OF THE CITY OF BAXTER DOES ORDAIN:

**SECTION 1.** The City of Baxter Municipal Code is hereby amended to include reference to the following Special Ordinance.

**Subd. 1. Purpose.** The Baxter City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas services within the City of Baxter to fund pavement management related and street and traffic lighting related activities.

- (a) Pursuant to City Ordinance 56, a Franchise Agreement between the City of Baxter (“City”) and Northern States Power Company, its successors and assigns (“Company”), the City has the right to impose a franchise fee on Company, its successors and assigns, in an amount and fee design as set forth the fee schedule attached hereto as Schedule A.

**Subd. 2. Franchise Fee Statement.** A franchise fee is hereby imposed on Company, its successors and assigns, under its gas franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the August 1, 2016 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event there is more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for gas service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event Company serves an entity with more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company’s manner of billing for energy used at all similar premises in the City will control.

**Subd. 3. Payment.** The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 13, subd. 3 of the Franchise Agreement.

**Subd. 4. Surcharge.** The City recognizes that the Minnesota Public Utilities Commission may allow the addition of a surcharge to customer rates of accounts within the City to reimburse Company for the cost of the fee.

**Subd. 5. Enforcement.** Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 15, subd. 3 of the Franchise Agreement.

**Subd. 6. Effective Date of Franchise Fee.** The effective date of this Ordinance shall be after its publication and sixty (60) days after the sending of written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of the fee shall commence as provided in above.

Passed and approved: \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Its: *Mayor*

Attest:

By: \_\_\_\_\_  
Its: *City Administrator*

SEAL

**SCHEDULE A**

**Franchise Fee Rates:**

Gas Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Amount Per Month</u>
Residential	\$ 2.00
Commercial Firm – Non-Demand	\$ 7.00
Commercial Firm – Demand	\$ 65.00
Small Interruptible	\$ 65.00
Medium & Large Interruptible	\$ 65.00
Firm Transportation	\$ 65.00
Interruptible Transportation	\$ 65.00

Franchise fees are submitted to the City on a quarterly basis as follows:

- January – March collections due by April 30.
- April – June collections due by July 31.
- July – September collections due by October 31.
- October – December collections due by January 31.

REQUEST FOR COUNCIL ACTION

02.16.2016

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**Department Origination:**  
Public Works

**Agenda Section:**  
Other Business

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**Agenda Item:** Approve Bolton and Menk Proposal for Engineering Services for the 2016 Chip Sealcoat Improvements Project in the not to exceed amount of \$4,500

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**Approval Required:** Simple Majority Vote of the Council

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**BACKGROUND**

During 2013 an engineering inspection and evaluation of each street, based on the PASER methodology, was completed by Bolton & Menk, Inc. Based on that study, BMI produced the "Comprehensive Pavement Management System" report, dated July 16, 2013, which identified a maintenance and rehabilitation strategy with associated costs for every City owned paved street. Street segments were prioritized based on their condition ratings providing the City a "guide" to future road maintenance / rehabilitation needs and costs.

Chip Sealing is part of the Pavement Management Program in which the goal is to provide information regarding a street pavement management program consisting of seven areas in the City based on a seven year chip seal and sealcoat cycle.

At the February 3, 2016, Utilities Commission meeting Bolton & Menk Consulting Engineer Mike Rardin reviewed the 2016 Chip Sealing Plans, Quantities and Specifications contract with the commission.

Public Works Director/City Engineer Walter had no concerns with the 2016 Chip Sealing Plans, Quantities and Specifications contract and recommended approval. The following motion was made by the Utilities Commission as a recommendation to City Council:

MOTION by Commissioner Franzen, seconded by Commissioner Crochet to recommend City Council approve the Bolton and Menk Proposal for Engineering Services for the 2016 Chip Sealcoat Improvements Project in the not to exceed amount of \$4,500.00.  
Motion carried unanimously.

**FINANCIAL IMPLICATIONS**

The \$4,500 will come out of the 2016 Chip Sealing Budget. The 2016 Chip Sealing budget for 2016 is \$200,000 for streets and \$15,000 for trails which includes construction, engineering and administration costs.

**STAFF RECOMMENDATION**

Staff recommends approving the Bolton and Menk Proposal for Engineering Services for the 2016 Chip Sealcoat Improvements Project in the not to exceed amount of \$4,500.00.

**COUNCIL ACTION REQUESTED**

Approve the Bolton and Menk Proposal for Engineering Services for the 2016 Chip Sealcoat Improvements Project in the not to exceed amount of \$4,500.00.

Attachment:

1. Bolton & Menk Propose for Engineering Services - 2016 Chip Sealcoat Improvements Agreement



# BOLTON & MENK, INC.®

**Consulting Engineers & Surveyors**

7656 Design Road, Suite 200 • Baxter, MN 56425-8676

Phone (218) 825-0684 • Fax (218) 825-0685

www.bolton-menk.com

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January 21, 2016

Mr. Trevor Walter, Public Works Director/City Engineer  
City of Baxter  
13190 Memorywood Drive  
PO Box 2626  
Baxter, MN 56425

RE: Proposal for Engineering Services - 2016 Chip Sealcoat Improvements  
City of Baxter, Minnesota

Dear Mr. Walter,

We understand that the City of Baxter is considering a street sealcoat project for 2016 and has budgeted an amount of \$200,000 towards that project. We further understand that the City may request Crow Wing County to provide bidding and contract administration services for this project, but the City desires to retain responsibility for design and construction observation services. If County services are utilized, approved City plans will be due to Crow Wing County in the near future.

Due to a number of issues the City is considering, you have requested that Bolton & Menk, Inc. (BMI) submit a proposal for design purposes only at this time. As such, the following scope and costs are offered for your consideration:

Scope of Services: Based on our understanding and familiarity with your past sealcoat projects in Baxter, we propose to provide the following services.

1. Engineering Design Services:
  - a. Development of construction plans and technical specifications.
  - b. Related coordination with City and County Staff.
2. Bidding Services:
  - a. None requested at this time.
3. Construction Services:
  - a. None requested at this time.

City Obligations: To complete this work as described above, BMI will need the City to provide:

1. A list of streets to be sealcoated (from City Pavement Management Plan).
2. A map showing streets to be sealcoated.
3. Pavement marking cut sheets with quantities for each street to be sealcoated.



Proposal for Engineering Services – 2016 Chip Sealcoat Improvements  
January 21, 2016  
Page 2

Proposed Engineering Budget: We propose to provide the engineering services described above for an hourly not to exceed cost of \$4,500.

Thank you for the opportunity to present this proposal. Please feel free to contact me at 218-232-6536 or via e-mail at [michaelra@bolton-menk.com](mailto:michaelra@bolton-menk.com) if you have any questions or if you require additional information.

Sincerely,  
BOLTON & MENK, INC.

A handwritten signature in cursive script that reads "Michael P. Rardin".

Mike Rardin, PE  
Senior Project Manager

We hereby accept this proposal and authorize Bolton & Menk, Inc. to proceed with this work.

Accepted: \_\_\_\_\_  
Darrel Olson, Mayor                      Kelly Steele, Asst. Administrator/City Clerk

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