



BAXTER CITY COUNCIL AGENDA

Tuesday, June 21, 2016

The regular meeting of the Baxter City Council will be held on Tuesday, June 21, 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 Minutes from June 7, 2016 (pp. 4-9).
- B. Approve City Council Work Session Minutes from June 7, 2016 (pp. 10-13).
- C. Approve City Council Special Minutes from June 13, 2016 (pp. 14-17).
- D. Approve Planning & Zoning Commission Minutes from June 14, 2016 (pp. 18-22).
- E. Approve the Payment of Bills and Finance Report (Addendum A pp. 23-24).
- F. Approve the 2015 Financial Statements and the 2015 CliftonLarsonAllen Audit Report and Its Findings (pg. 25).
- G. Accept Utilities Commission Minutes from June 8, 2016 (pp. 26-39).
 - 1. Approve the WSB Feasibility Study Proposal for the 2016 Elder Drive & Glory Road Improvements in the not to exceed amount of \$7,500.00. (pp. 40-41).
 - 2. Approve the Oakwood Drive bike and pedestrian trail crossing location (pp. 42-46).

3. Approve the Anderson Brothers Partial Pay Estimate No. 5 in the amount of \$311,216.19 for the 2015 Mill and Overlay Improvements Project (pp. 47-48).
 4. Approve the SEH, Inc. Agreement for Professional Services for the 2016 Fairview Road Improvements Project for Construction Services in the estimated amount of \$97,106.00 (pp. 49-62).
 5. Approve the R. L. Larson Excavating Partial Pay Estimate No. 6 in the amount of \$118,619.48 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project (pp. 63-72).
 6. Move the construction of the troughs for the Water Treatment Plant filters to 2018 and start budgeting for the design and bidding of the troughs in 2017 (No attachment see Utility Commission Minutes pp. 37).
 7. Approve the 14639 Grand Oaks Drive Street Right of Way Limited Use Agreement (pp. 73-78).
 8. Approve the 13760 Bluestem Court Street Right of Way Limited Use Agreement Amendment (pp. 79-82).
 9. Accept the Exit Lakes Realty Improvements Project and release the Anderson Brothers Performance Bid Bond No. 41BCSGP3049 (pp. 83).
 10. Accept the Aldi's Improvement Project and release the Irrevocable Letter of Credit No. SLC304103 (pp. 84).
- H. Adopt Assessment Agreement for Lot 2, Block 3 Woodland Acres (pp. 85-88).
- I. Adopt Resolution 2016-060 Adopting Assessments for the 2016 Mill and Overlay, Full Depth Reclamation, and Turn Lane Improvement Project (pp. 89-90).
- J. Adopt Resolution 2016-061 Accepting Bid for the 2016 Mill and Overlay, Full Depth Reclamation, and Turn Lane Improvement Project (pp. 91-96).
- K. Approve Tobacco Licenses for the Period July 1, 2016 through June 30, 2017 (pp. 97-98).

6. Pulled Agenda Items

7. Other Business

A. Planning and Zoning Actions

1. Adopt Ordinance No. 2016-035, Summary Ordinance No. 2016-036 and Findings of Fact Resolution 2016-062 approving an ordinance amendment to allow a new zoning

district named CI, Annexed Commercial Industrial and zoning amendments to establish zoning for the recently annexed land into the city located on the East and West sides of Inglewood Drive, between Pine Beach Road and Woida Road. (pp. 99-109).

2. Adopt ordinance No. 2016-037 amending the City's official zoning map from R-1 (Low Density Residential) to PUD (Planned Unit Development) and Resolution 2016-063 approving a PUD general plan to allow "Baxter House Kids Resiliency Program", a kids learning center/training program located at 13401 Birch Drive. (pp. 110-112).

8. Council Comments

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

9. City Administrator's Report

10. City Attorney's Report

11. Adjourn

BAXTER CITY COUNCIL MINUTES
June 7, 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, Todd Holman, and Mark Cross.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Interim City Administrator Kelly Steele, Community Development Director Josh Doty, Finance Director Jeremy Vacinek, Assistant Police Chief Russ Wicklund, and Public Works Director/City Engineer Trevor Walter.

PUBLIC COMMENTS

Dave Schonrock - 6056 Fairview Road - Provided the council with a handout from Minnesota State Statutes regarding mufflers and sound levels.

Mr. Schonrock stated he is concerned with the sound levels in the City and feels like the sound level is out of control and he requested that law enforcement step up noise enforcement.

Mr. Schonrock addressed his concern with the speed limit on Fairview Road. He requested the City of Baxter reduce the speed limit to 30 mph. On the assessments sheet he recently received it stated it was a residential area so why is the speed limit on Fairview Road 40 mph.

CONSENT AGENDA

- A. Approve City Council Minutes from May 17, 2016
- B. Approve City Council Work Session Minutes from May 17, 2016
- C. Approve City Council Special Minutes from May 24, 2016
- D. Approve City Council Special Minutes from June 2, 2016
- E. Approve Parks and Trails Commission Minutes from May 23, 2016
- F. Approve Long Range Planning Commission Minutes from May 23, 2016
- G. Approve the Payment of Bills and Finance Report
- H. Adopt Ordinance No. 2016-023 and Summary Ordinance No. 2016-024, 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
- I. Adopt Ordinance No. 2016-025 and Summary Ordinance No. 2016-026, 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
- J. Adopt Ordinance No. 2016-027 and Summary Ordinance No. 2016-028, 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
- K. Adopt Ordinance No. 2016-029 and Summary Ordinance No. 2016-030, 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
- L. Appoint Mr. David Nelson to the Seasonal Position of Roadside Mower
 - M. Appoint Ms. Nena Newman to the Finance Specialist Position and Authorize Staff to Commence the Process to Fill the Utility Billing Specialist Position
 - N. Approve Licenses for the Sale of Liquor, 3.2 Beer, On-Sale Brewer Taproom, Off-Sale Growlers, and Sunday Sales for the Period July 1, 2016 through June 30, 2017
 - O. Adopt 2017 Budget Calendar
 - P. Approve the \$3,500.00 Purchase of the Night Vision System with Proceeds from Drug Forfeiture Fund
 - Q. Approve the Public Works Landscape Bins Project, Award Project to Baratto Brothers for \$40,811.00 and Amend the 2016 Budget
 - R. Adopt Resolution 2016-049 Adopting Assessments for the 2016 Fairview Road Improvement Project
 - S. Adopt Resolution 2016-050 Accepting Bid for the 2016 Fairview Road Improvement Project
 - T. Adopt Resolution 2016-051 Ordering Preparation of Report on the North Inglewood Drive Utility Improvement Project
 - U. Adopt Resolution 2016-052 Receiving Feasibility Report on the North Inglewood Drive Utility Improvement Project
 - V. Adopt Resolution 2016-053 Approving Plans and Specifications and Ordering Advertisement for Bids for the 2016 Golf Course Drive Improvement Project
 - W. Adopt Resolution 2016-054 Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for the 2016 Golf Course Drive Improvement Project
 - X. Adopt Resolution 2016-055 For Hearing on Proposed Assessment for the 2016 Golf Course Drive Improvement Project
 - Y. Adopt Ordinance No. 2016-031 and Summary Ordinance No. 2016-032 approving City Code Amendments to Title 9 of the City Code relating to utilities.

MOTION by Council Member Cross, seconded by Council Member Barrows to approve the Consent Agenda excluding agenda item L. Motion carried unanimously.

PULLED AGENDA ITEMS

L. Appoint Mr. David Nelson to the Seasonal Position of Roadside Mower

Interim Administrator Steele informed the council that Mr. Nelson has declined the seasonal roadside mower position. Ms. Steele stated the position will need to be re-advertised.

OTHER BUSINESS

LELS STEP 3 GRIEVANCE PRESENTATION

LELS Union Representative Andrew Masterman requested a two week extension on the Step 3 grievance due to some new information that was recently received.

MOTION by Council Member Cross, seconded by Council Member Barrows to table the LELS Step 3 Grievance until the June 22, 2016 council meeting. Motion carried unanimously.

PLANNING AND ZONING ACTIONS

Adopt Ordinance No. 2016-033 amending the City's official zoning map from C-2 (Regional Commercial) to PUD (Planned Unit Development) and Resolution 2016-056 approving a

preliminary and final plat for “Elmwood Addition” and Resolution 2016-057 approving a PUD general plan for a multi-tenant retail development located at 13499 Elmwood Drive

Community Development Director Doty gave a brief summary of the 8.9 acre project since it was discussed in detail at the May 17th meeting.

- Four sided architecture – This projects exhibits four sided architecture with all four sides of the building exhibiting decorative brick at its base along with vertical accent bands.
- Pedestrian Friendly Design Elements – The site has been designed with pedestrian movements in mind and will have connections to neighboring lots. In addition, bike racks will be available on the sidewalks in front of the stores to provide a safe place for bike riding patrons to store their bikes.
- Landscaping & Greenspace – The site has abundant trees and greenspace
- No outside storage or display is allowed in the development except for the approved site plan for the sporting goods store.
- Trucks will not be allowed to remain parked/stored in the docks for extended periods of time.

Council Member Holman inquired if the traffic study was included in conditions. Mr. Doty confirmed the study was in the conditions.

Council Member Cross inquired on the height of signs. Height of the sign almost always comes off flat of the roof, never off parapet and the 40’ sign is excessive. Council Member Cross stated he still has an issue with the 600 square feet which has not been a past city practice for one sign.

Council Member Cross expressed concern on the loading docks since the landscape tree screening will not be of much assistance for a few years.

Sambatek Civil Engineer Mike Bolten reviewed the screening function of the area. The norway spruce and black hills spruce that are being used are a wide base and double loaded and are 10’ high which is above the 6’ requirement of the City. The berm is higher than the original design and will provide adequate cover. Council Member Cross stated he felt the southwest corner screening is still a problem.

HJ Development Representative Chris Moe reviewed the site signage and why the 40’ size was requested.

Council Member Barrows complemented the developer for the additional trees and felt they had done due diligence to the project and City requests.

MOTION by Council Member Barrows, seconded by Council Member Holman to adopt Ordinance No. 033 amending the City’s official zoning map from C-2 to Planned Unit Development and Resolution No. 057 approving a Planned Unit Development general plan for a multi-tenant retail development located a 13499 Elmwood Drive. Motion carried unanimously.

Approve architectural plans for Elmwood Addition located at 13499 Elmwood Drive, subject to conditions of approval

MOTION by Council Member Barrows, seconded by Council Member Nystrom to approve the architectural plans located at 13499 Elmwood Drive, subject to conditions of approval. Motion carried unanimously.

MOTION by Council Member Barrows, seconded by Council Member Holman to adopt Resolution No. 2016-056 approving the preliminary and final plat for “Elmwood Addition”. Motion carried unanimously.

Adopt ordinance No. 2016-034 amending the City’s official zoning map from C-2 (Regional Commercial) to PUD (Planned Unit Development) and Resolution 2016-058 approving a preliminary and final plat for “Central lakes Crossing 3rd Addition” and Resolution 2016-059 approving a PUD general plan for a multi-tenant retail development located at 7361 Glory Road

Community Development Director Doty gave a brief summary of the 8.9 acre project since it was discussed in detail at the May 17th meeting.

- Pond - The pond that is part of this site will be an aesthetically pleasing pond that will have a liner in it so that it holds water and also a water fountain type feature.
- Outdoor Dining Areas – The building will have patios for outdoor dining that will overlook the pond.
- Pedestrian Friendly Design Elements – The site is being designed with pedestrian movements in mind and will provide connection to neighboring properties as well as the Paul Bunyan trail. In addition, bike racks will be available on the sidewalks in front of the stores to provide a safe place for bike riding patrons to store their bikes.
- Four Sided Architecture – The building will have four sided architecture that has a continued theme throughout all four elevations.

Council Member Cross inquired if the pond is private or is it taking some of the ditch. Mr. Doty stated the pond is private, the city did not want the pond platted as an outlot should it ever go into tax forfeiture.

Council Member Cross inquired about the trash disposal. He also expressed reservations about the set back. The PUD flexibility for that much of a lesser set back doesn’t seem like the right thing.

Council Member Holman shared this concern. PUD’s are not new to Baxter; however, the ordinance configuration is newer. Council Member Holman stated that he supports staff and this request but he felt that a future work session should be held to bring council and commissions together to discuss our views.

Council Member Cross inquired if council is being asked to approve a major project without seeing the easement. City Attorney Person stated the easement does exist and cars can park in it. Mr. Person explained the easement is a restriction on the land. Mr. Doty stated a fence is only needed for a restaurant if the establishment serves liquor and it would have to meet the fencing requirement

Council Member Holman inquired on the waste screening. Pope Architecture Representative stated they have extra marking spacing with some retail having internal disposal. The tenants are not known at this time and the trash can be addressed as we proceed.

Mr. Doty explained the ordinance requires screening and explained screening options. Mr. Moe stated that when the screening is constructed with matching materials. Mr. Doty explained the resolution states the applicant shall submit trash plan to the city for review and approval of staff.

MOTION by Council Member Barrows, seconded by Council Member Holman to adopt ordinance No. 2016-034 amending the City's official zoning map from C-2 (Regional Commercial) to PUD (Planned Unit Development) and Resolution 2016-058 approving a preliminary and final plat for "Central lakes Crossing 3rd Addition" and Resolution 2016-059 approving a PUD general plan for a multi-tenant retail development with an additional condition that the trash area be a similar exterior product as the building located at 7361 Glory Road. Motion carried unanimously.

Approve architectural plans for Central Lakes Crossing 3rd Addition located at 7361 Glory Road, subject to conditions of approval

MOTION by Council Member Holman, seconded by Council Member Nystrom to approve the architectural plans for Central Lakes Crossing 3rd Addition located at 7361 Glory Road, subject to conditions of approval. Motion carried unanimously.

COUNCIL COMMENTS

Darrel Olson: Expressed his thanks to Mary Haugen, Parks & Trails Roy Rauen and parks staff for great job at the cemetery for Memorial Day.

Attended Police Sex trafficking seminar and stated that Chief Exsted did a great job on the presentation.

CITY ADMINISTRATOR'S REPORT

Interim Administrator Steele stated the Fairview Road notices have been mailed and the neighborhood meeting will be held on Wednesday, June 15th at 6:00 p.m.

Ms. Steele inquired on the retreat topics. Council Member Holman would like to look at transportation policies with relation to any inconsistency between the comp plan and CIP. He would like to have this informal discussion before the July 5th budget meeting. Ms. Steele will have the call on staff attendance.

MOTION by Council Member Barrows, seconded by Council Member Barrows to set the Wednesday, June 29th at 6:00 p.m. scheduled as neighborhood meeting first to discuss issues around Water Treatment Plant and second council work shop around transportation plans .

ADJOURNMENT

MOTION by Council Member Barrows, seconded by Council Member Nystrom to adjourn the meeting at 8:10 p.m. to the special council meeting on Monday, June 13, 2016 at p.m. Motion carried unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Mary Haugen
Administrative Assistant

BAXTER CITY COUNCIL MINUTES
Work Session
June 7, 2016

Mayor Darrel Olson called the Work Session to order at 5:45 p.m.

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

COUNCIL MEMBERS ABSENT: Council Member Quinn Nystrom

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

2015 AUDIT EXIT INTERVIEW

Doug Host, Principal with CliftonLarsonAllen, presented an overview of the 2015 audit. The presentation included Required Communications, Internal Control Communications, Minnesota Legal Compliance Communications and Financial Results.

Mr. Host explained the City of Baxter received a clean opinion on the 2015 audit. Mr. Host explained only seven times in his career has there been no findings on an audit report and three of those times have been in Baxter.

- Financial stability
 - General Fund had a slight increase in Fund Balance; days expenditures in Unassigned Fund Balance stable at 240 days
 - Sales Tax Collection Fund had a decrease of \$525,000 as a result of a \$500,000 payment to the City of Brainerd as part of a new revenue sharing agreement for the Brainerd Lake Regional Airport Utility Improvements and \$1.5 million of one-time spending on other Baxter infrastructure improvements
 - Economic Development Fund had an increase of \$430,000 due to the sale of the industrial park land.
 - Capital Project Fund had an increase in Fund Balance of approximately \$1.6 million due to the issuance of bonds
 - Debt Service Fund had a decrease in Fund Balance of approximately \$3.7 million due to payment of crossover bonds.
 - Water, Sewer and Storm Water Funds have stable Net Position, need to maintain debt coverage ratio
- City issued \$8.53 million GO Improvement and Tax Increment Bonds in 2015
- Three bond issuances refunded were paid in early 2015, all related to 2013 issuance
- The City was again awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for 2014 financial statements

Mr. Host thanked the city staff for their cooperation during the audit. Finance Director Vacinek thanked staff for their assistance in making it a smooth audit, especially Assistant Finance Director Susannah Jensen for her hard work and dedication.

ISSUES RELATED TO THE BPU SITE

Mayor Olson gave brief review of the items related to the Brainerd Public Utilities Site. The issue of the orderly annexation agreement came up when Crow Wing County, Brainerd and Baxter were discussing a new Dellwood Drive.

Dellwood Drive was actually addressed in an annexation agreement that was entered into by the City of Brainerd and the City of Baxter in 2000 but had expired in 2010. This agreement was extended and it was agreed to by both cities that the City of Baxter was the logical city for this area in the future based on Baxter's existing infrastructure there and nearby.

Mayor Olson stated that once the Dellwood Drive annexation matter was completed a discussion about the wastewater treatment plant would begin. Mayor Olson said he and former city administrator Gordon Heitke signed an annexation agreement dated January 5, 2016 and the agreement was hand-delivered to the City of Brainerd.

The agreement was not returned to the City of Baxter until May 17th, 2016 with the addition of Mayor Ed Menk and City Administrator Jim Thoreen's signatures. Mayor Olson said that with the fully signed letter received as of mid-May negotiations on the wastewater treatment plant could begin.

Mayor Olson, Council Member Holman, Public Works Director Walter, and Assistant City Administrator Steele met with City of Brainerd representatives on June 1, 2016 to hear Brainerd's concerns. Mayor Olson reviewed the recent meeting with Brainerd representatives regarding annexing the area of the Wastewater Treatment Plant which was a meeting of concerns and conversation. It seemed like one or two Brainerd council members were threatening to go for court action. One of the issues is the address of the plant even though the plant benefits and is financially supported by both cities.

Mayor Olson said the Brainerd contingent wanted to forge ahead and have the City of Baxter provide its list of concerns before Brainerd initiates court action. There are several options before the city of Baxter whether to defend against a Brainerd lawsuit, let a Brainerd lawsuit go or work out a contractual agreement that is enforceable and avoids those added court costs.

Council Member Holman said there wasn't an interest in making a change from the City's perspective and those wanting a change and to annex the wastewater treatment plant are in Brainerd.

Mayor Olson inquired if the City is interested in talking and what are our feelings about the neighborhoods.

Mayor Olson stated that conditions placed on the plant were neighborhood concerns, including lights, odors and screening. Council Member Holman stated the citizens that live in the area have the most say in the matter and civic engagement will be needed.

Council Member Cross stated that a joint commission was supposed to be formed and before things go any further, that commission needs to be in place and current conditions maintained no matter which city the treatment plant is in. Council Member Cross said he didn't care which city it was in as long as there is an authority to make sure the zoning and conditions created to protect the neighborhoods aren't changed.

Mayor Olson explained the issue of the commission was brought up in the discussion. Council Member Cross said there needs to be something in place to deal with complaints, which tend to be diluted when they come through committees and a board basically separate from the council except for budget talks.

Council Member Barrows felt the City needs to stick with the term conditions and a contract with legal definitions to ensure it will continue into the future. Council Member Holman inquired on the zoning distance. Mr. Doty stated the notice area would be 500-feet of the treatment plant.

Council Member Holman felt a neighborhood meeting should be held. Mayor Olson stated an invitation should be sent with where the City is today, questions and share with the City of Brainerd what our process will be. The existing conditions of the treatment plant would need to be part of the meeting. Due to sending notices to the affected neighborhoods the meeting should be scheduled in 3 - 4 weeks to allow ample time for notification.

Council Member Cross suggested Brainerd's officials are given a notice of the informational meeting.

GOLF COURSE DRIVE PLANS AND SPECIFICATIONS

Bolton & Menk Consulting Engineer Mike Rardin reviewed the PowerPoint presentation on the plans and estimated costs for the 2016 Golf Course Drive.

The project schedule has a very tight timeframe with bid opening on July 5th, council review on July 6th, assessment hearing on July 7th and adoption of the assessments and awarding of the project on July 19th.

COUNCIL RETREAT

Department directors have discussed the scheduling of a retreat and recommend conducting it in a special work session setting, similar to the annual budget work session. Multiple weeknight evening sessions could be held to allow adequate time to discuss each topic individually. Department directors are open to discussing potential dates.

ADJOURNMENT

MOTION by Council Member Holman, seconded by Council Member Nystrom to adjourn at 7:00 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Mary Haugen
Administrative Assistant

BAXTER CITY COUNCIL MINUTES
Special Meeting
June 13, 2016

Mayor Darrel Olson called the Special City Council Meeting to order at 6:06 p.m.

COUNCIL MEMBERS PRESENT: Mayor Darrel Olson and Council Members Quinn Nystrom and Todd Holman.

COUNCIL MEMBERS ABSENT: Council Members Steve Barrows and Mark Cross.

STAFF PRESENT: Interim City Administrator Kelly Steele and Public Works Director/City Engineer Trevor Walter.

Mayor Olson gave a brief introduction on the City of Baxter's pavement management program which was designed to extend the life of the streets within the City.

WSN Consulting Engineer Welch presented the 2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Assessment Hearing. The project history and public improvement process on the proposed improvements, estimated project costs, assessment procedure and calculations and general project information were reviewed.

- The engineering contract was approved on January 19, 2016
- Utilities commission reviewed and recommended approval of the feasibility report on March 16, 2016
- Feasibility report was accepted by the Council on April 5, 2016.
- Improvement hearing was held on April 18, 2016
- City Council approved plans and authorized advertisement for bids on April 19, 2016
- Bids were received on May 17, 2016
- Council reviewed bids and scheduled the assessment hearing
- Assessment hearing
- Project will be awarded and constructed.

There are three project areas which include both residential and commercial areas along with construction of a right turn lane on Cypress Drive. The goal is to improve the two commercial roadways to a 10-ton design with full depth reclamation. The residential areas will have a 1½ inch mill and 2 inch overlay and the typical cross sections for both commercial and residential areas were reviewed.

Mr. Welch reviewed the residential plans and explained where swales will be installed in some areas of the project where drainage problems exist. There is an existing landscaped area on Birchdale Drive and no changes will be made to the landscape area with the project.

Mr. Welch reviewed the commercial plans which showed where curb and gutter needed to be replaced due to existing conditions. Clearwater Road will have different striping when the project has been completed.

Estimated project costs were reviewed which are approximately \$750.00 per lot less than originally presented at the improvement hearing. Residential cost up to 26' in roadway width for the mill and overlay project are 100% assessed to the benefitting properties. The unit assessment method was chosen because residential properties are similar in size and each lot receives some benefit.

Some property owners may receive more than one assessment if the lot is large enough to be subdivided or if they own more than one lot of record. The City will be assessed for Southdale Park, Oscar Kristofferson Park and the Baxter Cemetery. ISD No. 181 is being assessed on Maplewood Drive.

The full depth reclamation costs for the commercial area up to 44' in roadway width are assessed to the benefitting properties. The area is completely commercial and the front footage assessment method was recommended. The City of Baxter will be assessed for the full depth reclamation of Woida Road from T.H. 371 to Dellwood Drive bulb-out area.

Mr. Welch reviewed the assessment payment terms. Pre-payments and partial payments are allowed up to 30 days following the Assessment Hearing. Assessment balances will be certified to the County with payments to begin on the next year's county tax statement.

Assessment balances will be amortized over a 7-year term for mill and overlay and 12-year term for full depth reclamation. Assessment balances will be amortized over the assessment term with an interest rate estimated at 4.75%.

Mr. Welch reviewed assessment deferments for hardship and the guidelines for applying for the deferment. The deadline for applying for the deferment is August 31st of each year.

Should the project be approved, Tri-City Paving has stated that project construction would begin in July with completion by the end of August.

Mr. Welch explained the pavement management program was designed to address the ongoing maintenance and funding of the city's 85 miles of streets. The goal of the pavement management program is to extend the life of existing pavements and lower future maintenance costs. Pavement maintenance through sealcoating during early stages of a pavement's lifecycle can be the most cost effective method for extending pavement life.

Mayor Olson opened the public hearing at 6:28 p.m.

An unidentified person from the audience inquired on how long the overlay will it last and is there an assessment for the sealcoating? Mr. Welch stated no one knows how long the sealcoating will last but hopefully there will be 20 years out of the pavement and the City of Baxter pays for the sealcoat.

An unidentified person from the audience inquired on how do you with eliminate interest? Mr. Welch stated you can eliminate any interest by pay the amount in full within next 30 days.

An unidentified person from the audience inquired if the roads in the project area are the worst roads in Baxter City limits? Mr. Welch replied the roads are not the worst but they are in prime condition to extend the life of the pavement. You will see other streets in town that are in worst condition and you will see they will be completely reconstructed.

An unidentified person from the audience inquired on construction of the swales. Mr. Welch stated the swales will be constructed to get the water off the roadway.

An unidentified person from the audience inquired on paying the assessment without interest? Mr. Welch stated there are 30 days from project approval so from June 21st you can pay the assessment until July 21st without interest at Baxter City Hall.

An unidentified person from the audience inquired on the construction schedule and where they will start? Mr. Welch stated until the pre-construction meeting is held that will not be known and they will share information at public informational meeting. The contractor has to have the project completed by Labor Day. Residents can provide their email address to receive email updates.

An unidentified person from the audience inquired on who bid the project? Mr. Welch stated two bids were received from Tri-City Paving and Anderson Brothers Construction. Tri-City Paving was the low bidder for the project.

An unidentified person from the audience inquired if the contractor can reseal our driveways? Mr. Welch stated you can inquire with the contractor and Public Works Director/City Engineer Walter replied that he can inquire on this request at the preconstruction meeting.

An unidentified person from the audience inquiry could not be heard; however Mr. Welch stated that *Tri* City wants to hold a preconstruction meeting as soon as the week of June 20th and the neighborhood meeting the week of June 27th.

An unidentified person from the audience inquired will they do swale work or street work first? Mr. Welch stated the swale work is typically done first in order to get the material out of the area.

An unidentified person from the audience inquired if the city and school district is being assessed for the project? Mr. Welch stated the City will be assessed for seven parcels which includes Southdale Park, Oscar Kristofferson Park and the Baxter Cemetery and the school district will be assessed for three parcels on Maplewood Drive.

An unidentified person from the audience inquired how is the swale constructed? Mr. Welch reviewed the swale construction.

An unidentified person from the audience inquired what if you have underground irrigation system? Public Works Director/City Engineer Walter requested that property owners to mark their irrigation system.

An unidentified person from the audience could not be heard; however, Mr. Welch stated the contractor will provide a general project schedule and you will always have access to your home. Public Works Director/City Engineer Walter stated the only time there will not be access is when the contractor is milling right in front of the home.

An unidentified person from the audience stated that manhole covers are often recessed too far. Mr. Welch stated there are provisions in the contract to adjust the manholes.

An unidentified person from the audience inquired on who bid the project? Mr. Welch stated two bids were received from Tri-City Paving and Anderson Brothers Construction. Tri-City Paving was the low bidder for the project.

Mayor Olson stated that no decision will be made tonight, but will be made at the regular council meeting on Tuesday, June 21st. If you want to appeal the project you will have to provide the information to Interim City Administrator Steele tonight before you leave.

MOTION by Council Member Nystrom, seconded by Council Member Holman to close the public hearing at 6:48 p.m. Motion carries unanimously.

MOTION by Council Member Holman, seconded by Council Member Nystrom to adjourn at 6:49 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Mary Haugen
Administrative Assistant

PLANNING & ZONING COMMISSION MINUTES
June 14, 2016 - 6:00 p.m.

CALL TO ORDER

The regular meeting of the Planning and Zoning Commission was called to order at 6:00 p.m.

MEMBERS PRESENT: Chair Bob Kinzel, Commissioners Steve Lund, Howie Oswald, and Gwen Carleton

MEMBERS ABSENT: Commissioner Bob Ryan and Council Liaison Steve Barrows

STAFF PRESENT: Community Development (CD) Director Josh Doty and Planner Matthew Gindele

OTHERS PRESENT:

APPROVAL OF MINUTES

MOTION by Commissioner Lund, seconded by Commissioner Oswald to approve the minutes from the May 10, 2016 meeting as presented. Motion carried unanimously.

PUBLIC HEARINGS

*All items under old and new business items will go to City Council on
 June 21, 2016 if not tabled, continued or otherwise noted.*

Chair Kinzel stated that this Commission is advisory and the final approval/denial is given at the City Council Meeting on June 21, 2016 at 7:00 pm.

OLD BUSINESS

None

NEW BUSINESS

1. PUBLIC HEARING. Rezoning from R-1 (Low Density Residential) to PUD (Planned Unit Development) and a PUD general plan to allow "Baxter House Kids Resiliency Program", which is a learning center/training program for approximately 10 to 12 children in grades 5-8 for property located at 13401 Birch Dr. THAT PT OF N 1/2 OF NW1/4 OF SE1/4 SEC 8 DESC AS FOL: BEG AT THE I/M AT THE SW COR OF BIRCH DR FIRST ADDITION TO BAXTER GREENWOOD ACRES (full legal available at City Hall) Section 8, Township 133, Range 28 (City file 16-15)

Requested by: Lutheran Social Service of MN, 2485 Como Ave. St. Paul, MN 55108

Chair Kinzel asked Planner Gindele to review the application with the Commission.

Planner Gindele stated that the applicant, Lutheran Social Services (LSS), is requesting the rezoning and PUD general plan to allow a kids resiliency program serving up to 12 children ages 10 to 14 as a principal use for property. He explained that this application was for a PUD rather than for a CUP due

to the fact that kids' resiliency programs (or similar uses) are not currently listed as a conditional use in the R-1 district and therefore would still have required an ordinance amendment allowing for such a use in the R-1 district along with approval of a CUP. Furthermore, the City has greater control over a proposed development or use with a PUD than with a CUP as conditions of a PUD may be added that are more tailored to a specific property whereas conditions of a CUP are applied generally across the board for an entire zone (R-1). Also, amending the ordinance to allow this type of use as a conditional use would open up other properties in Baxter to apply for a CUP for the same use.

The property is currently zoned R-1, which does not allow a kids' resiliency program. A rezoning is therefore required to allow the use. When reviewing the request to rezone property, the city considered the request based on the following factors:

- The proposed action must be considered in relation to, and found to be consistent with, the city's comprehensive plan, including public facilities and capital improvement plans.
- The proposed action must meet the purpose and intent of the individual district.
- There is adequate infrastructure available to serve the proposed action.
- There is an adequate buffer or transition provided between potentially incompatible districts.

Staff finds that the request is consistent with the comprehensive plan and the zoning district. Staff finds that there is adequate infrastructure and that there is enough buffer to support the rezoning.

Gindele went on to explain that the PUD ordinance included in the packet approves a PUD general plan allowing a kids' resiliency program serving up to 12 children as a principal use plus all the permitted, accessory, and interim uses allowed in the R-1 district as permitted uses. Staff has proposed not to include the conditional uses as they may be inappropriate for the site. Although requests for a CUP and an amendment to a PUD have a similar public review process, the city has a greater level of discretion with a PUD amendment. No site review is required at this time since the applicant is not suggesting any construction as part of this application. However, staff notes that a review was completed to determine if there is sufficient parking on the site. The applicant has stated that they require only three or four parking spaces for staff and one additional space for the transportation van. Therefore, staff finds that five parking stalls is sufficient to support the use. The proposed use will serve 10-12 children ages 10-14 within a 10 mile radius of the property. All of the participating children will have been referred to the program by school staff, county social workers, or other service providers that the children may be working with. All transportation of children to and from the site will be provided for by Lutheran Social Services via a 12 passenger van. The van, along with three or four staff members, will be the only parking needs for the proposed use. The property currently has five outdoor parking spaces on site as well as a two-stall garage. Staff members will park on site during hours of operation; the van will also be parked on site. The van will be parked inside the garage overnight and on weekends and holidays when the facility is closed. Since none of the clientele can drive themselves, the staff and the van will constitute the only increase in traffic. During the school year, the program will operate from 3 pm to 7 pm. Children will be picked up from school at the end of their school day and transported to the site and then transported home at 7 pm. During the summer, the program will operate from 12 pm to 4 pm. Children will be picked up and dropped off at their homes by LSS.

Planner Gindele then stated that staff is recommending approval of this application.

Chair Kinzel invited the applicant up to talk about their application and plans. Jolene Bollig (with LSS) approached the Commission; she reiterated what Planner Gindele had stated and added that they would like to put up a six foot tall privacy fence in the near future. Kinzel stated that he had spoken with one of the residents on Birch drive who stated she was comfortable with the proposed use and asked the

applicant if she was planning on cleaning up the yard at all; the applicant stated that they are currently working with some landscapers to get quotes on doing some yard work to make it look nice. Commissioner Carleton asked how the program will narrow down their selection of students to just 12 children when there are so many that could benefit from this program. The applicant stated that the age requirement will narrow the selection quite a bit. Beyond that, the program is limited in its selection of children based on the types of behavioral issues and learning disabilities the children have as the program is not licensed to use any type of restraint on the children and is not equipped to handle violent children or children with severe learning disabilities.

Chair Kinzel opened the public hearing. Amanda Wheeler approached the Commission and stated that staff had responded to a lot of her concerns and questions prior to the meeting. She stated that her main concern was that if LSS goes away, can someone else come in and change the use without further City approvals. Chair Kinzel stated that another user could come in with the same use but if they make even minor changes including the number or age of children being served or if they wanted to include overnight use or any type of residency that would require additional approvals from the City. Kinzel stated that the approval of this PUD is locked in tight to this specific use and any change in use not approved with this PUD would require additional approvals from the City.

Chair Kinzel closed the public hearing.

Motion by Commissioner Lund, second by Commissioner Oswald to recommend the City Council approve the Rezoning from R-1 (Low Density Residential) to PUD (Planned Unit Development) and a PUD general plan to allow “Baxter House Kids Resiliency Program”, which is a learning center/training program for up to 12 children ages 10-14 in grades 5-8 for property located at 13401 Birch Dr. Motion carried unanimously.

2. PUBLIC HEARING. The City of Baxter is proposing the establishment of zoning for the recently annexed land located on the east and west sides of Inglewood Drive, between Pine Beach Road and Woida Road. In addition, the City of Baxter is proposing a new “Commercial/Industrial” zoning district for the City, which would be applied to some of the subject properties. The proposed amendments to the City’s zoning map and zoning ordinance is related to the following described properties:

030361100B00009	030361100BA0009	030361100A00009
030361100C00009	030361100BE0009	030361100BB0009
030361100BC0009	030361100BD0009	032440020080009
0324400090A0009	032440020090009	030364100A00009
030364100F00009	030364100B00009	030364100E00009
030364100C00009	030364100D00009	030312200CCB009
030312200CB0009	030312200BB0009	030312200BAC009
030312200AA0009	030312200CD0009	030312200CCC009
030312300AB0009	030312300AA0009	030312300B00009
0303123200000009	030313300B00009	030313300ABC009
030313300ABD009		

Chair Kinzel asked CD Director Doty to review the application with the Commission. CD Director Doty explained that the subject property was annexed into the City in late July of 2015 and that staff has one year from the time of annexation to zone the property. Commissioner Lund asked CD Director Doty to show on the map which properties were annexed; CD Director Doty pointed them out on the map and described the general location of the annexed properties as lying along Inglewood Road on the

east and west sides from Woida Road to Pine Beach Road. Doty stated that the reason for the annexation was due to the reconstruction of Inglewood Drive in the sense that the County wanted to reconstruct it as a rural section of road but the City wanted to construct it the same way it was constructed to the south with a 10-ton design and bike lanes because it serves as a collector road within the city and carries a lot of traffic. In order for the road to be constructed to the City's standard, the City needed to take over maintenance of the road meaning the road itself and the properties along the road needed to be annexed into the City.

Chair Kinzel asked if the County upgraded the road with its own funding or if the City contributed to the upgrade. Doty stated that there was some grant funding involved in the upgrade but the City did not pay for it. Kinzel asked if those properties that were annexed will see an increase in their taxes. Doty stated that those properties were not assessed for the Inglewood road project but that their taxes would likely go up due to them being in the City but not due to the road project.

CD Director Doty explained that the two pieces of this application are to approve a new zoning district classification of Commercial/Industrial and to zone the annexed properties.

Doty briefed the Commission on the public involvement process with the LRPC leading up to this point and explained that the biggest concern from those property owners was the lack of utilities since the City requires utilities for commercial properties to develop. A utilities study was conducted for this area so that the property owners would have some idea as to how their properties could be served and how their property values would be affected with said service. Commissioner Lund asked if the utilities feasibility study provided sufficient evidence to those property owners for them to be comfortable with staff's proposed land use; Doty stated that it had.

CD Director Doty used power point to show the Commission how the LRPC had guided the annexed properties with Medium and low density residential and commercial. He further described the quandary of how to zone the properties that currently have businesses on well and septic. The problem is that if those properties are zoned commercial or industrial they do not have the ability to expand without city water and sewer due to the City's requirement that all commercial and industrial properties must have city water and sewer to develop. Doty stated that the solution to that was to create a new Annexed Commercial/Industrial zone that would allow existing businesses at the time of annexation to expand up to 20% on well and septic as long as all other City codes are met. CD Director Doty introduced the uses that would be allowed in the new commercial/industrial zone as a mix of uses that were pulled from the commercial districts and the industrial districts; more intense uses in those districts were excluded from this newly created zone.

Commissioner Carleton asked what becomes of the existing business near the water tower that was guided residential. CD Director Doty stated that it would be allowed to continue current operations and would be allowed to rebuild if the building were damaged but it would not be allowed to expand or change to another commercial type use.

CD Director Doty described the different zoning classifications that could be designated to each land use classification that was placed on the properties. Specifically, he described the difference between the R-1 and the RS zoning districts as they relate to the Low Density Residential land use category. The major difference between RS and R-1 is that RS has a 5 acre minimum lot size whereas R-1 has a 15,000 square foot minimum lot size. Another key difference is that the RS districts allows homes to develop on 5 acre lots with well and septic whereas the R-1 district allows for a home to be built on an existing

lot of record with well and septic as long as it is not subdivided. So in practice, that means that if your 10 acre lot is zoned RS you may split it into two separate five acre lots both having the ability to develop with a home on well and septic but if you have that same lot in the R-1 zone you can only build a single home on it with well and septic. Chair Kinzel stated that it would make more sense to zone them RS rather than R-1 to allow some type of use of their property while waiting for utilities to be extended whenever that may be. CD Director Doty explained how developing with five acre lots can hinder more urban development of the property in the future. Commissioner Lund stated that the limiting factor of development in this area will likely not be the availability of utilities so much as it will be the topography of the land. Chair Kinzel state that he is in favor of zoning the properties guided as low density with the RS zoning classification.

CD Director Doty read a letter from one of the property owners (Tom Bercher) for the record; the letter reads:

“Josh, I will be out of town on the 14th so would request you read this at the meeting. I would request the three lots on Inglewood and the two lots on Co. Rd. 77 be zoned Commercial Industrial and the lot on Peace Rd. be zoned RS. I believe the Council agreed to this zoning at the last meeting I attended. Thank you, Tom Bercher.”

CD Director Doty stated that staff is recommending approval of this application. Chair Kinzel recapped the approval request.

Chair Kinzel opened the public hearing.

Chair Kinzel closed the public hearing.

Motion by Commissioner Carleton, second by Commissioner Oswald to recommend the City Council approve the new zoning district classification of Commercial/Industrial and to zone the annexed properties as recommended by staff (RS rather than R-1 for the properties guided as low density residential). Motion carried unanimously.

OTHER BUSINESS

None

ADJOURNMENT

MOTION by Commissioner Oswald, seconded by Commissioner Carleton to adjourn the meeting at 7:10 p.m. Motion carried unanimously.

Approved by:

Submitted by:

Chair Bob Kinzel

Matthew Gindele-Planner

REQUEST FOR COUNCIL ACTION

06/21/16

Department Approval: Finance Director Vacinek 

Agenda Section: Consent

Approval Required: Simple Majority of Vote of the Council

Item Description: Approve the 2015 Financial Statements and the 2015 CliftonLarsonAllen Audit Report and Its Findings

BACKGROUND

At the June 7, 2016 council work session city auditor Doug Host, a Principal with CliftonLarsonAllen, reviewed the results of the 2015 audit and the findings and recommendations contained in the Management and Compliance Letter with the Council. A synopsis of the city's General and Enterprise funds and debt was also covered at the meeting.

The initial audit fieldwork was completed in early April. Finance now has drafted and finalized the financial statements. A copy of the final 2015 audited financial statements for the City of Baxter has been distributed to each Councilmember. Please contact Finance Director Vacinek if you have any questions about the financial statements. A copy will be available on the city's website after the audit and financial statements are approved by the Council.

FINANCIAL IMPLICATIONS

No financial implications exist with the acceptance of the 2015 audit and its findings.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends approval of the 2015 Financial Statements, the final audit report from CliftonLarsonAllen, and the findings in the Management and Compliance Letters discussed at the June 7, 2015 council work session.

COUNCIL ACTION REQUESTED

Motion to approve the 2015 Financial Statements and the 2015 CliftonLarsonAllen Audit Report and its findings.

UTILITIES COMMISSION
June 8, 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 and Administrative Assistant Mary Haugen.

OTHERS PRESENT: WSN Consulting Engineer Aric Welch, SEH Consulting Engineer Scott Hedlund, and Bolton & Menk Consulting Engineers Mike Rardin and Bryan Drown.

APPROVAL OF MINUTES OF May 4, 2016

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to approve the Utilities Commission minutes of May 4, 2016. Motion carried unanimously.

WSB FEASIBILITY STUDY PROPOSAL FOR ELDER DRIVE AND GLORY ROAD IMPROVEMENTS

Public Works Director/City Engineer Walter reviewed the WSB proposal to prepare the Feasibility Study for the proposed improvements on Elder Drive from Forthun Road to Garrison Road and Glory Road at the intersection of T.H. 371.

As part of the Traffic Engineering Review for the HJ Development project, proposed improvements were recommended for Elder Drive and Glory Road to accommodate existing and future traffic conditions. The proposed recommended improvements include:

1. Restripe the Elder Drive from Forthun Road to Garrison Road with a continuous center left turn lane.
2. Construction of right turn lanes at Forthun Road, Garrison Road and the proposed development site entrance.
3. Short term improvement for restriping the eastbound Glory Road approach to TH 371 and converting the traffic signal to split phasing.

WSB proposes to complete the Feasibility Study Proposal for Elder Drive & Glory Road Improvements in the not to exceed amount of \$7,500.00.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the WSB Feasibility Study Proposal for the 2016 Elder Drive & Glory Road Improvements in the not to exceed amount of \$7,500.00. Motion carried unanimously.

WHIPPLE BEACH RECREATIONAL AREA PEDESTRIAN CROSSING REVIEW

Public Works Director/City Engineer Walter reviewed the WSB pedestrian crossing for the Whipple Beach Recreational Area located on Oakwood Drive. The primary purpose was to review the area and determine an appropriate location of a connection and trail to Whipple Beach including a crossing of Clearwater Road and Oakwood Drive connecting the Clearwater Road trail to Cedar Scenic Road.

WSB Consulting Engineer Rickart recommended the following short term and future improvements listed below:

Short Term Improvements:

- Provide a connection to the Whipple Beach Park at the boat landing driveway across from the existing sidewalk on the west end of the parking lot.
- Provide a trail segment on the west side of Oakwood Drive from Whipple Beach Park to a location north of Camp Vanasek.
- Provide a marked crosswalk with a flasher system across Oakwood Drive on the north side of the Camp Vanasek baseball/softball field. This will avoid impacts to the Camp Vanasek building area and septic drain field.

Future Improvements:

- Provide an off road trail to the east side/south side of Oakwood Drive/Clearwater Road from Cedar Scenic Road to Welton Road.
- Provide a marked crosswalk with a flasher system across Clearwater Road east of Welton Road, connecting to the existing trail along the eastside of Clearwater Road and future trail around Whipple Beach Park.

Additional information was submitted clarifying the location of the proposed Oakwood Drive Pedestrian Crossing. The location of the pedestrian crossing was determined based on the following factors:

- Location of the Camp Vanasek baseball/softball field
- Location of the Camp Vanasek septic system drain field
- Sight distance to and from the curve on Oakwood Drive at Whipple Beach

Based on these items the location was identified as far south as possible without impacting Camp Vanasek facilities. This provides additional sight lines to and from the crosswalk. However, based on the sight distance guidelines the crossing could be moved an additional 75 feet north if necessary and still meet all the location criteria.

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to recommend City Council approve the Oakwood Drive bike and pedestrian trail crossing location. Motion carried unanimously.

2015 MILL & OVERLAY IMPROVEMENTS PROJECT MONTHLY PROJECT UPDATE

The following is an update on the status of the current work tasks on the project:

Construction:

- Reclaiming and paving operations that were held over until 2016 for Edgewood Drive north of Clearwater Road and at the Glory Road/Isle Drive intersection are complete.
 - This work was constructed under traffic.
- Construction on the remainder of the project is also complete.
- Final paperwork, turf restoration maintenance period, and post construction services remain.
- Application for Payment No. 5 to Anderson Brothers is planned for approval by the Utilities Commission and City Council in June.
- Application for Payment No. 6 - Final is planned for approval by the Utilities Commission and City Council in July.

The following is an update on the status of the project budget:

Total project budget:

- Final costs are anticipated to come in under the total project budget of \$2.5M certified at the assessment hearing.

Consultant budget:

- There are no unapproved scope changes at this time.

2015 MILL & OVERLAY IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 5

SEH Consulting Engineer Hedlund reviewed Partial Pay Estimate No. 5 for the 2015 Mill & Overlay Improvements Project with the commission. Mr. Hedlund had no concerns with Partial Pay Estimate No. 5 and recommends approval.

Public Works Director/City Engineer Walter requested an analysis of the engineering fees for the project.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 5 in the amount of \$311,216.19 for the 2015 Mill and Overlay Improvements Project. Motion carried unanimously.

Discussion: Public Works Director/City Engineer Walter informed the commission there are five (5) driveways that have warranty work that needs to be completed. Anderson Brothers Construction is aware of this matter and will complete the work as soon as possible.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE

The following is an update on the status of the various work tasks on the project:

Permits

- The necessary wetland permits have been secured.
- The necessary MnDOT right of way (ROW) permit has been secured.
- The necessary MPCA NPDES Construction Stormwater Permit will be secured by the contractor prior to start of construction.

Easements

- Easement agreements from all but 2 parcels have been secured to date.
 - The remaining 2 are temporary easements for driveway resloping. One of the two has given verbal approval.
- Beyond the easements above, 2 additional easements combined with maintenance agreements are being negotiated with the school district to cover the existing storm ponds on the west and southeast sides of Baxter Elementary School property.
 - The west pond is planned for improvement with the 2016 Mill & Overlay Project and the southeast pond is planned for improvement with this project.

Bidding

- Bids were opened on May 3, 2016.
 - Two bids were received.
 - Both bids were below the engineer's estimate.
 - Anderson Brothers Construction of Brainerd is the low bidder.
- City Council award consideration is planned for June 7, 2016.

Assessment Hearing

- The assessment hearing is planned for Thursday, June 2, 2016.

Construction

- The preconstruction conference (for the Contractor, Private Utility Companies, City Staff, and SEH) is tentatively planned for June 9th at 9am at City Hall.
- The preconstruction neighborhood meeting is tentatively planned for June 9th at 6pm at City Hall.
- Anderson Brothers has advised construction is tentatively planned to start as early as June 13th (depending on when the City awards the project) with completion by September 1, 2016.

Utility Relocation Work

- Centerpoint Energy gas main and service relocation/upgrade work started in May and is planned to be complete prior to the City's construction project starting.

The following is an update on the status of the project budget:

Total project budget:

- The total project budget based on the as-bid construction costs and figures to be presented at the Assessment Hearing is \$1.3M which compares favorably to preliminary budget of \$2.05M from the Feasibility Report.

Consultant budget:

- SEH construction services proposal is planned for approval by the Utilities Commission and City Council in June.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT CONTRACT AWARD LETTER

The project was awarded by City Council at the June 7th meeting due to project scheduling.

AGREEMENT FOR PROFESSIONAL SERVICES FOR THE 2016 FAIRVIEW ROAD IMPROVEMENTS CONSTRUCTION SERVICES

SEH Consulting Engineer Hedlund reviewed the Agreement for Professional Services for the 2016 Fairview Road Improvements Project.

Mr. Hedlund updated the commission on the two (2) reported petroleum releases by the Elementary school and Super America gas station. Public Works Direct/City Engineer Walter explained this might change the assessments for both properties if no contamination is found with the installation of the storm sewer.

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council approve the SEH, Inc. Agreement for Professional Services for the 2016 Fairview Road Improvements Project for Construction Services in the estimated amount of \$97,106.00. Motion carried unanimously.

2016 CHIP SEAL PROJECT MONTHLY UPDATE

Work completed since last update is as follows:

A pre-construction conference was held Wednesday, May 4, 2016. The contractor requested an early June start date. City staff reviewed and denied the request since required city maintenance work (manhole rehabilitation) could not be completed soon enough to accommodate the early start request.

The city requested costs to sealcoat the public works facility parking lot. Contract prices suggested that could be done for about \$20,000. The contractor stated this work would be more costly than street sealcoating and on May 25, 2016 provided a quote of \$62,984 to perform this work. City staff withdrew their request to do this work in 2016 and is considering including it in the 2017 sealcoat project.

Project schedule and completion is as follows:

The project is currently on schedule with no delays anticipated. The following schedule and completion requirements were incorporated into this project:

1. Construction operations are not to be started prior to Tuesday, July 5, 2016, except stockpiling of aggregate materials.
2. The contractor is to notify the City of their proposed work schedule at least five (5) working days in advance of beginning work.
3. All seal coat, fog, and interim pavement marking work required under this

Contract is to be completed no later than August 15, 2016 and within ten (10) working days from project initiation.

4. All construction operations are to be completed no later than August 26, 2016.

Engineering costs are as follows:

The City contracted with BMI for design services for this project in early March. Because the City was uncertain over Franchise Fee creation and street maintenance funding during late February and early March, construction services were not contracted for by the City. Design services were completed by BMI with the submittal of project plans and specifications to the County on March 7, 2016.

On April 12, 2016, a proposal for construction Observation Services was submitted to the City in the amount of \$11,000. The cost proposed is higher than what would normally be expected on this type of project. This is based on past experience associated with this Contractor. If the Contractor performs in an expedient manner, we would expect costs to be much less than the \$11,000 proposed. Last year construction observation costs for this work with this same Contractor totaled \$11,077. The contract contains provisions to assess the Contractor charges for failure to complete this work in a timely manner (time limits described above). The County was informed prior to the bidding process the City will be expecting the contractor to satisfactorily complete the project within the contract time provided or damages will be assessed the contractor.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT MONTHLY UPDATE

Work completed since last update is as follows:

The improvement hearing for this project was held on May 5, 2016 and approximately 10 people attended. Questions were answered and there was general support for the project as proposed. Access and visitor parking during construction were expressed as concerns by residents of the Country Club Estates Homeowners Association. Council was provided a project update at their May 17, 2016 meeting at which time they ordered the project and preparation of final plans and specifications for the project. Final plans and specifications are complete and suitable for bidding purposes pending city review and approval.

Project schedule is as follows:

The project has been delayed approximately four (4) weeks due to considering the possible relocation of the storm sewers on the Mill's site. However, the project is still on schedule for 2016 construction. It should be noted that due to limited time available to develop this project, timeframes for some tasks has been compressed. In particular:

1. Council is being asked to approve final plans just prior to Commission review. It is understood that any plan or specification revisions the Commission feels

are necessary, will be incorporated into the final plan set and specifications for this project.

2. Normal city practice has been to declare costs to be assessed, approve the preparation of assessments, and conduct an assessment hearing after bids have been received. This provides a comfort level where the city can stop the project should bid costs come in higher than anticipated. Once actual costs are known, the assessment process is undertaken. In this case, doing that extends the project time at least six weeks making 2016 difficult, if not impossible, to achieve.

To compress project development time, it is proposed to begin the assessment process using estimated project costs based on the recently updated Feasibility Report. Based on this proposed timeline, bids would be received on July 5, 2017, bid review by the Utility Commission on July 6, 2017, and bid amounts utilized for the assessment hearing proposed for July 7, 2016. Should bid and assessment costs be higher than anticipated or desired, the project can be delayed or cancelled. This allows for financial control desired by the city and residents, yet expedites the project process so 2016 construction may be maintained.

Assuming bids are reasonable (at or below the Engineer's estimate) and assessment hearing results are acceptable; Council will be in a position to consider adopting assessments and awarding a contract for this project on July 19, 2016. Construction of this proposed project is estimated to take approximately six to eight weeks.

Completion dates are as follows:

The revised schedule attached allows for project completion during the first half of October. Further delays to the project will likely cause construction to be delayed to 2017. It is estimated that it will take approximately six to eight weeks to construct this project.

Easements are as follows:

No easements or right of way acquisition are anticipated for this project as it is currently proposed.

Costs are as follows:

The City should be aware that the work associated with the possible storm sewer relocations has resulted in extra work and costs. The City Council was appraised of the estimated costs for this extra work, the sewer inspection costs, and the sewer capacity analysis costs at their meeting on March 3, 2016. An amendment to the agreement based on those discussions will be provided for approval in the near future.

Other work on the project has been continuing as agreed to according to the existing “Not to Exceed” contract.

2016 GOLF COURSE DRIVE POWER POINT PRESENTATION ON THE PLANS AND SPECIFICATIONS

Bolton & Menk Consulting Engineer Mike Rardin reviewed the power point presentation on the 2016 Golf Course Drive plans and specifications. The project schedule has a very tight timeframe with bid opening on July 5th, council review on July 6th, assessment hearing on July 7th and adoption of the assessments and awarding of the project on July 19th.

Bolton & Menk Consulting Engineer Bryan Drown reviewed the plans with the commission. Public Works Director/City Engineer Walter explained the plans in the packet were not the most current as revisions have been made since the packet went out last week.

Utilities Commissioner Christofferson stated the following concerns on the plans:

- 3.3 - the arrows showing locations – the leads have no information
- 3.4 - the oval shown at the top of the lift station does not allow you to read the information
- 4.8 - the oval shown at the top of the lift station does not allow you to read the information
- 5.1 – demarcation should have legend for work being done
- 6.1 – sign designation not shown

Public Works Director/City Engineer Walter thanked the commission for their review time and comments.

Public Works Director/City Engineer Walter stated the compressed schedule does allow a small leeway if needed; substantial completion is scheduled for September 30th and final completion date of October 14, 2016.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT PLANS AND SPECIFICATIONS

Public Works Director/City Engineer Walter informed the commission the project plans and specifications were approved by City Council at the June 7th meeting due to project scheduling.

2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT MONTHLY UPDATE

Work Completed Since Last Update

Bids were opened on Tuesday, May 17, 2016. Two bids were received with Tri-City being the apparent low bidder. Results of the bids and corresponding project costs and assessments are shown in the attached letter dated May, 18, 2016.

The City Council reviewed the bids at a special Council meeting on May 24, 2016 and made a motion to prepare the assessment rolls and hold the Assessment Hearing on Monday, June 13, 2016.

Project Schedule:

Assessment Hearing:	June 13, 2016
Anticipated Construction Start:	July 2016
Substantial Completion:	August 12, 2016
Final Completion:	August 26, 2016

Changes:

John Street:

A discussion with a property owner resulted in the discovery of a buried culvert pipe under the driveway. Discussions with City staff indicated the pipe was likely installed by the City to carry drainage from the south side of John Street to the low area along Inglewood Drive. The pipe has since been silted in and drainage from the right-of-way is running over the driveway and across private property. It is recommended the culvert be replaced with the project.

2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT CONTRACT AWARD RECOMMENDATION

City Consulting Engineer Welch reviewed the bids for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. The bids were opened on Tuesday, May 17, 2016.

The following two bids were received:

Tri-City Paving, Inc.	\$806,167.45
Anderson Brothers Construction Company	\$912,603.17
Engineer's Estimate	\$1,061,125.75

Tri-City Paving, Inc.'s bid was significantly lower than the Engineer's Estimate and the second low bid. Mr. Welch stated this raised some concerns that something was possibly missed or the bid contained an error. Tri-City Representative Dan Surma assured WSN their bid was correct and they intend to honor the unit bid prices. Mr. Welch has placed a copy of the email confirming this conversation in the project file.

Mr. Welch recommended the contract be awarded to Tri-City Paving, Inc., the lowest responsive and responsible bidder, on the basis of the unit prices as listed in the Bid Form and Bid Tabulation.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council award the 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project to Tri-City Paving in the amount of \$806,167.45. Motion carried unanimously.

2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE

Work completed since last update is as follows:

A final walk through of the project was completed on Thursday, May 26, 2016. Representatives from the City, WSN, RL Larson and Crow Wing County Highway Department were present. Based on the walkthrough, the project was determined to be substantially complete.

Project schedule is as follows:

The Contractor will continue to work on punch list items and miscellaneous cleanup. Tri City will be completing warranty repair work on Inglewood Drive.

Completion dates are as follows:

Per Change Order No. 2 Agreement, the revised substantial completion date is May 26, 2016 with a final completion date of June 9, 2016.

Easements are as follows:

Two roadway easements remain to be signed (Tanner and Wicklund). John Tanner has indicated he intends to sign the easement document and vacation agreement when he returns in mid-June. WSN is working with Wicklund by supplying additional requested information on resultant lot areas.

Hilltop Trailer Sales easement is still being held up by the bank financing the property.

A vacation hearing for the Positive Realty, General Rental and Tanner properties will likely be held in July.

2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 6

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 6 for the 2015 Dellwood Drive, Novotny Road, Inglewood Drive and Independence Road Improvements Project with the commission. WSN Consulting Engineer Welch had no concerns with Partial Pay Estimate No. 6 and recommends approval.

Public Works Director/City Engineer Walter stated the IC134's would need to be submitted to the City by the contractor before the City would make final payment. Currently there is an issue between the prime contractor and sub-contractor which will need to be resolved before the IC134's can be submitted to the City.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the R. L. Larson Excavating Partial Pay Estimate No. 6 in the amount of \$118,619.48 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project. Motion carried unanimously.

LIFT STATION NO. 8 RECONSTRUCTION PROJECT MONTHLY UPDATE

Summary of work completed since last update is as follows:

The insurance, bonds and contract documents have been reviewed and approved by the City Attorney. The Agreement has been signed and the Notice to Proceed was issued on May 18, 2016. Shop drawing review is currently underway.

Project schedule is as follows:

WSN has requested a detailed schedule from the Contractor. The intent is to complete the project before the start of 2016 Mill and Overlay project to avoid construction conflicts and marring of the new roadway surface. Substantial Completion, in accordance with the contract documents, is August 12, 2016.

WATER TREATMENT PLANT POLYMER PILOT TESTING MONTHLY REPORT

The polymer feed system was started on April 20, 2016 with the feed rate of 0.25 mg/L at the influent of the detention basin. The results showed that the filter run length increased to 20.5 hours from about 14 hours. The filter run was terminated at 20.5 hours because of high iron in filters 2 and 4.

The feed rate was then increased to 0.50 mg/L on May 6, 2016. The results showed that the filter run increased to 24.1 hours. The filter run was terminated at 24.1 hours because of high iron in filter 2 and 4. One additional run was completed on May 8, 2016 with the polymer feed rate of 0.5 mg/L. The run was terminated after a 24 hour filter run. The unit filter run volume increased from 1200 gallons to 1821 gallons, a substantial increase.

The polymer feed rate was increased to 0.75 mg/L on May 9, 2016 and the filter run was terminated after 21.5 hours as the iron levels in the filter 2 effluent increased to 4 mg/L. Bench scale testing during the plant evaluation study had shown that optimum feed rate was 0.75 mg/L.

The feed rate was decreased to 0.5 mg/L on May 11, 2016. The sludge levels in the detention basin increased to 9" and the filter run was 24.1 hours with VFRV of 1,821 gallons. The iron in

the detention basin influent was measured as 3.85 mg/L and the detention basin effluent was 3.42 mg/L showing some removal of iron in the detention basin.

The polymer feed was stopped on May 14, 2016 as it was noticed that the polymer was being carried over to the filters and the backwash was not very effective in removing the polymer. Public Works Supervisor Cassady will make adjustments to lower the level in the filter before starting the air/water simultaneous backwash while slightly decreasing the high rate backwash.

The decanter system, when installed, will allow the recycle of the backwash water in the backwash recovery basin to start after only one hour compared to three hours at present.

WATER TREATMENT PLANT 2017 TROUGH REPLACEMENT PROJECT INSTALLATION SCHEDULE

Public Works Director/City Engineer Walter reviewed the trough installation schedule submitted by Progressive Consulting Engineers. The concern of the commission was the timeframe of the schedule and felt it was beneficial to move the trough replacement to 2018. The commission felt it was in the best interest of the City to slow down and make sure the trough design is done correctly and start the project design in early 2017, bid the project in midsummer of 2017 and install the new troughs in January and February of 2018.

Currently, the City is producing enough water to cover our needs and in the worst case scenario the City could set a watering ban or purchase water from the City of Brainerd.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council move the construction of the troughs for the Water Treatment Plant filters to 2018 and start budgeting for the design and bidding of the troughs in 2017. Motion carried unanimously.

Discussion: the Utilities Commission and staff recognize the city's Requests for Proposals Policy; however, staff believes it to be in the best interest of the City to deviate from the schedule and threshold established within this policy due to the complex nature of the Water Treatment Plant. Progressive Consulting Engineers is a specialized firm that deals with water quality issues and was the firm that identified the existing issues at the facility.

WATER TREATMENT PLANT EMERGENCY GENERATOR FOR 2017 BUDGETING PURPOSES

Public Works Director/City Engineer Walter requested this matter be tabled until the next meeting for additional generator information from WSN Structural Engineer Mark Hallan.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to table the Water Treatment Plant Emergency Generator Budgeting until the special meeting on June 22, 2016 for further information. Motion carried unanimously.

14639 GRAND OAKS DRIVE LIMITED USE AGREEMENT

Public Works Director/City Engineer Walter stated the homeowner would like to install a 1-foot high retaining wall outside of the right of way and place river rock in the entire ditch area in the street right of way. The ditch will not be filled in just a liner and river rock, which will help eliminate any weeds and erosion in their front lawn.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the 14639 Grand Oaks Drive Street Right of Way Limited Use Agreement. Motion carried unanimously.

13760 BLUESTEM COURT LIMITED USE AGREEMENT

Public Works Director/City Engineer Walter informed the commission this is an amendment to the existing street right of way Limited Use Agreement already in place for Fairview Office Park. The property owners are doing an addition of limestone blocks to the office park since the native grasses have been hard to establish.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council approve the 13760 Bluestem Court Street Right of Way Limited Use Agreement Amendment. Motion carried unanimously.

EXIT LAKES REALTY IMPROVEMENT PROJECT

Public Works Director/City Engineer Walter informed the commission the Exit Lakes Realty project has been completed and as-built drawings have been received.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council accept the Exit Lakes Realty Improvements Project and release the Anderson Brothers Performance Bid Bond No. 41BCSGP3049. Motion carried unanimously.

ALDI'S IMPROVEMENT PROJECT

Public Works Director/City Engineer Walter informed the commission the Aldi's project has been completed and as-built drawings have been received.

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council accept the Aldi's Improvement Project and release the Irrevocable Letter of Credit No. SLC304103. Motion carried unanimously.

BAXTER WATER LINE SERVICE RESPONSIBILITY MAILING NOTICE

The water line service responsibility letter was submitted to the commission as information only. Staff has been receiving phone calls from residents receiving this mailing notice.

Public Works Director/City Engineer Walter stated the three most common signs of a water leak are:

1. Low water pressure
2. Sand in the kitchen sink or bathroom tub
3. Standing water in yard

MS4 STORMWATER FACTS – SEH, INC. ARTICLE

The MS4 stormwater facts article was submitted to the commission as information only.

WATERWATER TREATMENT PLANT CHARGES FOR APRIL AND MAY

The Brainerd Public Utilities Wastewater Plant Charges for April & May 2016 was submitted to the commission as information only.

SET SPECIAL UTILITIES MEETING FOR JUNE 22, 2016 FOR THE HJ DEVELOPMENT PROJECTS AT 5:30 P.M.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to set a Special Utilities Meeting for June 22, 2016 for the HJ Development Projects at 5:30 p.m. Motion carried unanimously.

ADJOURNMENT

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to adjourn the meeting at 7:50 p.m. Motion carried unanimously.

Approved by:

Submitted by,

Rock Yliniemi
Chairman

Mary Haugen
Administrative Assistant



May 19, 2016

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

Re: Feasibility Study Proposal
Elder Drive and Glory Road Improvements

Dear Mr. Walter:

WSB & Associates, Inc. (WSB) is pleased to submit this proposal to prepare the Feasibility Study for the proposed improvements on Elder Drive from Forthum Road to Garrison Road, and; Glory Road at the intersection of TH 371.

As part of the Traffic Engineering Review for the HJ Development project, proposed improvements were recommended for Elder Drive and Glory Road to accommodate existing and future traffic conditions. The proposed recommended improvements include:

1. Restripe the Elder Drive from Forthum Road to Garrison Road with a continuous center left turn lane.
2. Construction of right turn lanes at Forthum Road, Garrison Road and the proposed development site entrance.
3. Short term improvement for restriping the eastbound Glory Road approach to TH 371 and converting the traffic signal to split phasing.

Based on our understanding 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: Available data will be collected from the City and Developer including but not limited to: survey data; as built roadway and utility plans, and; development site plans in electronic format. In addition this task will include conducting a Gopher One design utility locate and site visit to document existing conditions and private utility locations.

Task 2 – Concept Plan Development: Preliminary concept plans will be prepared for the proposed improvements on both Elder Drive and Glory Road. Both a roadway (street, striping and traffic control) and utility relocation plan will be prepared. The plans will be prepared to State Aid design standards in sufficient detail to determine estimated costs and feasibility of the projects.

Mr. Trevor Walter
May 19, 2016
Page 2

Task 3 – Cost Estimate: A detailed cost estimate will be prepared based on the preliminary concept plans. The costs will be developed for both improvement projects and split by potential funding sources (i.e. City and/or assessments)

Task 4 – Assessment Calculations/Funding: Assessment calculations will be prepared for the identified benefiting properties adjacent to both projects (Elder Drive and Glory Road). In addition, potential funding for the project will be identified.

Task 5 – Meetings/Coordination: It is anticipated that up to four meetings will be held: one coordination meeting with City staff; one coordination meeting with MnDOT; one Utility Commission meeting, and; one City Council meeting.

Cost

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

Task 1 – Data Collection	\$1,250
Task 2 – Concept Plan Development	\$3,750
Task 3 – Cost Estimate	\$850
Task 4 – Assessment Calculations/Funding	\$650
Task 5 – Meetings /Coordination	\$1,000
<hr/> Total Project Cost	<hr/> \$7,500

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 \$7,500.

If the above proposed Scope of Work and the associated fee 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 612-360-1283.

Sincerely,

WSB & Associates, Inc.



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

CITY OF BAXTER

Authorized Signature

Its

Date



Memorandum

To: *Trevor Walter, PE, Public Works Director / City Engineer
City of Baxter, Minnesota*

From: *Chuck Rickart, PE, PTOE, Transportation Engineer
WSB & Associates, Inc.*

Date: *May 6, 2016*

Re: *Whipple Beach Recreational Area Pedestrian Crossing Review
City of Baxter, MN
WSB Project No: 2037-03*

As requested we have reviewed the pedestrian accommodations near the Whipple Beach Recreational Area adjacent to Oakwood Drive and Clearwater Road. The primary purpose of this review is to determine the appropriate location of a connection and trail to the Whipple Beach Park including a crossing of Clearwater Road and/or Oakwood Drive.

Whipple Beach Recreational Area is designated as a Community Park in the City's Park Plan. Currently a trail is located on the north side of Clearwater Road crossing Welton Road into the east side of the park. A trail and sidewalk system is provided through the park where it currently ends. There is not a connection from the park to the south on Oakwood Drive or adjacent to Clearwater Road/Oakwood Drive south of Welton Road.

The City of Baxter is committed to providing a comprehensive and coordinated series of trails that provide transportation as well as recreational value. In general a trail network should follow the following guidelines:

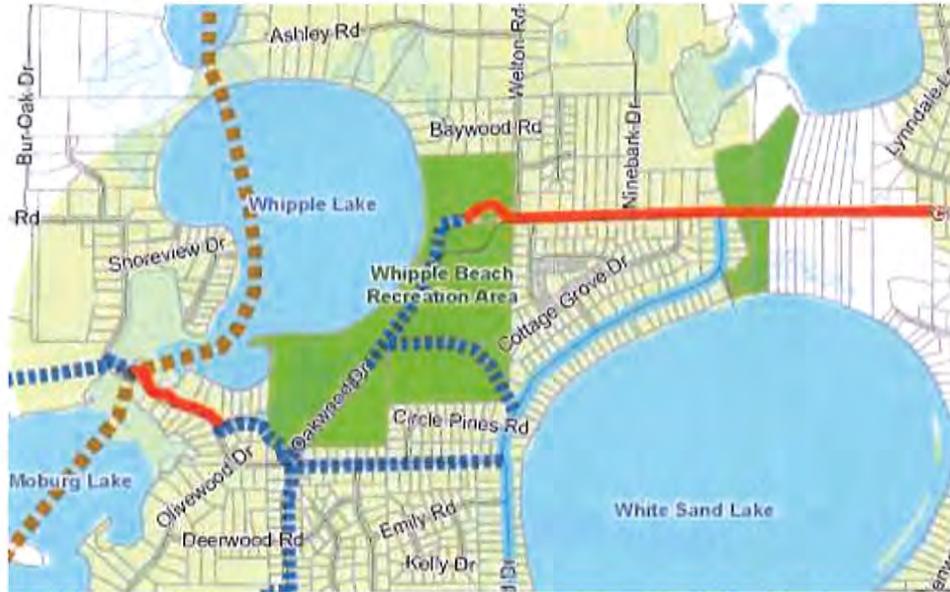
- City Trails should be connected with State and Regional trails where possible.
- City trails should be continuous with other trail systems in the City.
- Trails should connect recreation and amenity areas with areas of potentially higher pedestrian and bicycle traffic volumes.

The Transportation Section of the City's current (2015) Comprehensive Plan further identifies the importance of the trail system with the following statement.

"Bike lanes and trails are becoming an integral part of the transportation system and not just a recreational tool. The goal is to provide safe, efficient connections to important destinations and neighborhoods through an integrated system. Not only are trails functional from a transportation standpoint, but they contribute to an active lifestyle and healthier communities. Baxter currently has an infrastructure system of trails and bike lanes throughout the city. The vast majority of trails are located in roadway right-of-way or parallel to the street. In future planning, advocating for off-road trail systems or pedestrian paths that are parallel to the street will enhance the community. These types of trails are used more extensively and can be less expensive to build and maintain, as they require less material than an on road bike lane"

Whipple Beach Recreational Area Pedestrian Crossing Review
 May 6, 2016
 Page 2 of 4

The City’s Comprehensive Plan identifies a future Bike/Pedestrian Trail adjacent to Oakwood Drive south through the Whipple Beach Recreational Area. A section of the “*Future and Existing Parks and Trails System*” map from the Comprehensive Plan is shown below.



The City’s Comprehensive Plan further discusses recommended improvements to the Whipple Beach Recreational Area including a proposed connection to Oakwood Drive in the Implementation Table shown below and the Figure on the following page.

DESCRIPTION	TIMEFRAME	Short	Mid	Long	Ongoing
Existing Park Improvements					
3. Loren Thompson	Ice skating trail				Blue
	Evaluate Pavilion - Determine if structure should be repaired or replaced (safety)		Orange		
	Evaluate Park and Kitchen Accessibility Study to determine what improvements are needed	Red			
	Park and Kitchen Accessibility - Complete Accessibility Improvements	Red			
4. Whipple Beach	ADA observation area (budgeted 2015)	Red			
	Accessible playground (if needed)				Blue
	Zero entry ADA water access		Orange		
	Trail - Construct trail connection from pavilion to the playground	Red			
	Trail - Construct perimeter trail around the park		Orange		
	Parking Lot Expansion		Orange		
	Upgrade Parking Lot Lights to LED	Red	Orange		
	Reevaluate disc golf plans		Orange		
6. Riverview	Build out 2015				
7. Southdale	Currently built out				
	Evaluate Park Accessibility - Study to determine what improvements are needed				Blue
8. Berrywood	Land Acquisition for Pavilion/Park Buffer				Blue
	Evaluate Park Accessibility - Study to determine what improvements are needed				Blue

Typically marked pedestrian crosswalks may be used to delineate preferred pedestrian paths across roadways under the following conditions:

- At locations with stop signs or traffic signals to direct pedestrians to crossing locations and prevent vehicular traffic from blocking the pedestrian path when stopping.
- At locations in designated school zones. Use of adult crossing guards, school signs and markings, and/or traffic signals with pedestrian signals (when warranted) should be considered in conjunction with the marked crosswalk, as needed.
- At locations where engineering judgment dictates that the number of motor vehicle lanes, pedestrian exposure, average daily traffic (ADT), posted speed limit, and geometry of the location would make the use of specially designated crosswalks desirable for traffic/pedestrian safety and mobility.

Marked crosswalks alone (i.e., without traffic-calming treatments, traffic signals and pedestrian signals when warranted, or other substantial crossing improvement) are insufficient and should not be used under the following conditions:

- Where the speed limit exceeds 40 mph.
- On a roadway with four or more lanes without a raised median or crossing island that has (or will soon have) an ADT of 12,000 or greater.
- On a roadway with four or more lanes with a raised median or crossing island that has (or soon will have) an ADT of 15,000 or greater.

In order to truly accomplish the goals outlined in the City's Comprehensive Plan, alternatives should be considered to ensure that pedestrian facilities are located and constructed with the purpose of connecting parks and neighborhoods to the existing local and regional trail system. This can be accomplished in the Whipple Beach Recreational Area by providing proposed Short Term improvements and future trail segments and connections. The attached Figure shows the proposed and future trail segments, connections and crossings.

Short Term (Proposed) Improvements:

- Provide a connection in the Whipple Beach Park at the Boat Landing Driveway across from the existing sidewalk on the west side of the parking lot.
- Provide a trail segment on the west side of Oakwood Drive from Whipple Beach Park to a location north of Camp Vanasek.
- Provide a marked crosswalk with a flasher system across Oakwood Drive on the north side of the Camp Vanasek baseball/softball field. This will avoid impacts to the Camp Vanasek building area and septic drain field.

Future Improvements:

- Provide an off road trail on the east side/south side of Oakwood Drive/Clearwater Road from Cedar Scenic Road to Welton Road.
- Provide a marked crosswalk with a flasher system across Clearwater Road east of Welton Road, connecting to the existing trail along the eastside of Clearwater Road and future trail around Whipple Beach Park.

If you have any question concerning these comments please feel free to contact Chuck Rickart by email crickart@wsbeng.com or phone (612)360-1283.



OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 5

PROJECT NO. BAXTE 131772
CITY NO. 4415
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO. OF BRAINERD, LLC

CONTRACTOR FOR: 2015 MILL & OVERLAY PROJECT

AGREEMENT DATE: 8/10/2015

FOR WORK ACCOMPLISHED THROUGH: 5/27/2016

ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2012.602	TRAFFIC CONTROL	LUMP SUM	\$36,000.00	1.00	\$36,000.00	0.10	\$3,600.00	1.00	\$36,000.00
2	2021.501	MOBILIZATION	LUMP SUM	\$60,000.00	1.00	\$60,000.00	0.05	\$3,000.00	1.00	\$60,000.00
3	2104.501	REMOVE CONCRETE CURB AND GUTTER	LIN FT	\$10.00	2,020.00	\$20,200.00	135.00	\$1,350.00	7,713.00	\$77,130.00
4	2104.503	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$5.00	94.00	\$470.00		\$0.00	159.00	\$795.00
5	2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$5.00	120.00	\$600.00		\$0.00	145.70	\$728.50
6	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00	1.00	\$500.00		\$0.00	1.00	\$500.00
7	2104.511	SAWING CONCRETE PAVEMENT	LIN FT	\$5.25	260.00	\$1,365.00		\$0.00	153.00	\$803.25
8	2104.513	SAWING BITUMINOUS PAVEMENT	LIN FT	\$2.00	2,640.00	\$5,280.00	389.00	\$778.00	1,317.00	\$2,634.00
9	2105.501	SUBGRADE EXCAVATION	CU YD	\$19.00	656.33	\$12,470.27		\$0.00	656.33	\$12,470.27
10	2105.513	SALVAGE AND REINSTALL DELINEATOR MARKERS	LUMP SUM	\$2,000.00	1.00	\$2,000.00		\$0.00	1.00	\$2,000.00
11	2105.507	COMMON EXCAVATION	CU YD	\$14.00	8,425.32	\$117,954.48		\$0.00	7,044.87	\$98,628.18
12	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	184.00	\$18,400.00	35.00	\$3,500.00	179.00	\$17,900.00
13	2123.61	STREET SWEEPER (TYPE WET PICKUP)	WATER	\$125.00	34.00	\$4,250.00	2.00	\$250.00	29.00	\$3,625.00
14	2130.501	WATER	MGAL	\$36.00	670.00	\$24,120.00	12.00	\$432.00	320.00	\$11,520.00
15	2215.501	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	\$1.50	71,890.00	\$107,835.00	12,009.00	\$18,013.50	71,897.11	\$107,845.67
16	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$30.00	200.00	\$6,000.00		\$0.00	153.00	\$4,590.00
17	2232.501	MILL BITUMINOUS SURFACE (1.5)	SQ YD	\$2.85	2,307.78	\$6,577.17		\$0.00	2,307.78	\$6,577.17
18	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.50	3,594.50	\$8,986.25	650.00	\$1,625.00	2,585.94	\$6,464.85
19	2360.601	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	\$55.00	17,798.93	\$978,941.15	3,087.33	\$169,803.15	16,495.58	\$907,256.90
20	2360.601	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	\$60.00	3,955.29	\$237,317.40	300.00	\$18,000.00	4,929.67	\$295,780.20
21	2360.601	BITUMINOUS DRIVEWAY PAVEMENT RESTORATION	SQ YD	\$30.00	93.89	\$2,816.70		\$0.00	80.00	\$2,400.00
22	2504.602	INSTALL CURB STOP & BOX (1.5")	EACH	\$800.00	1.00	\$800.00		\$0.00	1.00	\$800.00
23	2504.602	ADJUST VALVE BOX	EACH	\$100.00	29.00	\$2,900.00	10.00	\$1,000.00	34.00	\$3,400.00
24	2506.602	ADJUST FRAME & RING CASTING (MINOR)	EACH	\$500.00	41.00	\$20,500.00	9.00	\$4,500.00	45.00	\$22,500.00
25	2506.602	ADJUST FRAME & RING CASTING (MAJOR)	EACH	\$1,000.00	86.00	\$86,000.00	1.00	\$1,000.00	94.00	\$94,000.00
26	2506.602	GROUT CATCH BASIN	EACH	\$500.00	25.00	\$12,500.00		\$0.00	23.00	\$11,500.00
27	2521.501	CONCRETE WALK, 6"	SQ FT	\$6.30	2,205.00	\$13,891.50		\$0.00	2,048.00	\$12,902.40
28	2531.501	CONCRETE CURB & GUTTER, DESIGN B612	LIN FT	\$26.00	230.00	\$5,980.00		\$0.00	304.00	\$7,904.00
29	2531.501	CONCRETE CURB & GUTTER, DESIGN B618	LIN FT	\$28.00	825.00	\$23,100.00	174.00	\$4,872.00	2,510.00	\$70,280.00
30	2531.501	CONCRETE CURB & GUTTER, DESIGN B624	LIN FT	\$31.00	1,195.00	\$37,045.00		\$0.00	5,321.00	\$164,951.00
31	2531.507	CONCRETE DRIVEWAY PAVEMENT RESTORATION	SQ YD	\$75.00	120.00	\$9,000.00		\$0.00	151.80	\$11,385.00
32	2531.602	RECONSTRUCT PEDESTRIAN RAMP W/ TRUNCATED	EACH	\$3,700.00	8.00	\$29,600.00		\$0.00	8.00	\$29,600.00
33	2564.618	CONSTRUCTION SIGN SPECIAL	SQ FT	\$16.00	72.00	\$1,152.00		\$0.00	0.00	\$0.00
34	2565.602	APS PEDESTRIAN PUSH BUTTON STATION	EACH	\$1,715.00	1.00	\$1,715.00		\$0.00	0.00	\$0.00
35	2565.602	RIGID PVC LOOP DETECTOR 6' X 6'	EACH	\$1,050.00	10.00	\$10,500.00		\$0.00	10.00	\$10,500.00
36	2565.616	REVISE SIGNAL SYSTEM	SYSTEM	\$49,000.00	1.00	\$49,000.00		\$0.00	0.90	\$44,100.00
37	2565.616	VIDEO DETECTION SYSTEM	SYSTEM	\$4,500.00	1.00	\$4,500.00		\$0.00	1.00	\$4,500.00
38	2573.53	INLET PROTECTION	EACH	\$100.00	129.00	\$12,900.00		\$0.00	44.00	\$4,400.00
39	2573.533	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$3.15	6,875.00	\$21,656.25		\$0.00	3,300.00	\$10,395.00
40	2573.602	ROCK CONSTRUCTION ENTRANCE	EACH	\$1.00	30.00	\$30.00		\$0.00	0.00	\$0.00

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 5

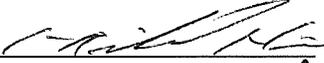
PROJECT NO. BAXTE 131772
CITY NO. 4415
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO. OF BRAINERD, LLC

CONTRACTOR FOR: 2015 MILL & OVERLAY PROJECT
AGREEMENT DATE: 8/10/2015
FOR WORK ACCOMPLISHED THROUGH: 5/27/2016

ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
41	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$60.00	309.81	\$18,588.60	14.00	\$840.00	196.00	\$11,760.00
42	2575.555	TURF ESTABLISHMENT (INCLUDES SEEDING, SEED)	SQ YD	\$1.45	1,899.63	\$2,754.46	48.00	\$69.60	4,946.00	\$7,171.70
43	2581.501	REMOVABLE PREFORMED PAVEMENT MARKING TAPE	LIN FT	\$1.25	2,550.00	\$3,187.50		\$0.00	200.00	\$250.00
44	2582.501	ZEBRA CROSSWALK, WHITE PAINT	SQ FT	\$4.15	306.00	\$1,269.90		\$0.00	414.00	\$1,718.10
45	2582.501	PAVEMENT MESSAGE (LEFT ARROW) PAINT	EACH	\$70.00	30.00	\$2,100.00	8.00	\$560.00	41.00	\$2,870.00
46	2582.501	PAVEMENT MESSAGE (RIGHT ARROW) PAINT	EACH	\$70.00	13.00	\$910.00		\$0.00	16.00	\$1,120.00
47	2582.501	PAVEMENT MESSAGE (RIGHT THRU ARROW) PAINT	EACH	\$150.00	16.00	\$2,400.00	6.00	\$900.00	15.00	\$2,250.00
48	2582.502	4" DOUBLE SOLID YELLOW LINE, PAINT	LIN FT	\$0.25	6,354.00	\$1,588.50	1,220.00	\$305.00	7,365.00	\$1,841.25
49	2582.502	4" SOLID WHITE LINE, PAINT	LIN FT	\$0.15	7,083.00	\$1,062.45	576.00	\$86.40	6,421.00	\$963.15
50	2582.502	4" BROKEN WHITE LINE, PAINT	LIN FT	\$0.15	9,666.00	\$1,449.90	370.00	\$55.50	2,700.00	\$405.00
51	2582.502	8" SOLID WHITE LINE, PAINT	LIN FT	\$0.95	1,082.00	\$1,027.90	104.00	\$98.80	1,253.00	\$1,190.35
52	2582.502	STOP BAR, 24" WHITE PAINT	LIN FT	\$4.25	639.00	\$2,715.75	141.00	\$599.25	751.00	\$3,191.75
TOTAL ITEMS BID						\$2,033,908.14		\$235,238.20		\$2,193,497.69
CHANGE ORDER NO. 1										
3A	2104.501	REMOVE CONCRETE CURB AND GUTTER	LIN FT	\$10.00	5,450.00	\$54,500.00		\$0.00	0.00	\$0.00
29A	2531.501	CONCRETE CURB & GUTTER, DESIGN B618	LIN FT	\$28.00	1,550.00	\$43,400.00		\$0.00	0.00	\$0.00
30A	2531.501	CONCRETE CURB & GUTTER, DESIGN B624	LIN FT	\$31.00	3,900.00	\$120,900.00		\$0.00	0.00	\$0.00
TOTAL CHANGE ORDER NO. 1						\$218,800.00		\$0.00		\$0.00
SUMMARY										
TOTAL ITEMS BID						\$2,033,908.14		\$235,238.20		\$2,193,497.69
CHANGE ORDER TOTAL						\$218,800.00		\$0.00		\$0.00
TOTAL						\$2,252,708.14		\$235,238.20		\$2,193,497.69

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 \$2,193,497.69
Less Retainage (1%) \$21,934.98
Amount Eligible to Date \$2,171,562.71
Less Previous Payments \$1,880,346.52
Amount Due This Application \$311,216.19

SUBMITTED	ANDERSON BROTHERS CONSTRUCTION CO. O PO BOX 668 BRAINERD, MN 56401-0668	BY: 	DATE: 5/31/16
RECOMMENDED	SEH 416 S 6TH ST STE 200 BRAINERD, MN 56401	BY: 	DATE: 5-31-16
APPROVED	CITY OF BAXTER PO BOX 2626 BAXTER, MN 56425-2626	BY: Kelly Steele, Asst. City Administrator/Clerk	DATE:
APPROVED	CITY OF BAXTER PO BOX 2626 BAXTER, MN 56425-2626	BY: Darrel Olson, Mayor	DATE:
APPROVED	CITY OF BAXTER - UTILITIES COMMISSION PO BOX 2626 BAXTER, MN 56425-2626	BY:	DATE:

Agreement for Professional Services

This Agreement is effective as of May 31, 2016, between City of Baxter, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2016 Fairview Road Improvements – Construction Services.

Client's Authorized Representative: Trevor Walter
 Address: 13190 Memorywood Drive
Baxter, MN 56425-2626
 Telephone: 218.454.5110 email: twalter@baxtermn.gov

Project Manager: Scott Hedlund
 Address: 416 South 6th St, Suite 200
Brainerd, MN 56401
 Telephone: 218.855.1705 email: shedlund@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 12.07.15) which is incorporated by reference herein and subject to Exhibits attached to this Agreement, and the scope of services outlined in attached **Exhibit A**, Work Plan Summary and Fee Estimate.

Construction Phase Services

During the construction phase, SEH professionals shall:

1. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents. The Owner has not retained SEH to make exhaustive or continuous on-site inspections to check the quality or quantity of such work.

SEH shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s), or the safety precautions and programs incidental to the work of the Contractor(s). SEH efforts will be directed toward providing a greater degree of confidence for the Owner that the completed work of the Contractor will conform to the Contract Documents, but SEH shall not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

During such visits and on the basis of on-site observations, SEH will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractors. This obligation does not include anything related to safety. It is agreed that safety matters are Contractor's responsibility.

2. Review samples, schedules, shop drawings, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incidental thereto. SEH shall receive and review (for general content as required by the specification), maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents.
3. Consult with and advise the Owner, act as the Owner's representative at the Project site, issue all instructions of the Owner to the Contractor, and prepare routine change orders as required.

4. Review the Contractor's Application for Payment, determine the amount owing the Contractor, and make recommendations to the Owner regarding the payment thereof.
SEH's recommendations constitute a representation to the Owner that, to the best of SEH's knowledge, information, and belief, the work has progressed to the point indicated on said application, and the quality of work is in accordance with the Contract Documents, subject to the results of any subsequent test called for by the Contract Documents, and any qualifications stated in their recommendations.
SEH's responsibilities under this paragraph are subject to the limitations set out in paragraph 1.
5. Conduct a site visit to determine if the project is substantially complete. Such site visits may include representatives from the Owner. If the Contractor has fulfilled all of his obligations, SEH may give written notice to the Owner that the work is acceptable for final payment.
6. Provide construction surveys and staking to enable the Contractor to perform its work.
7. Providing assistance in the start-up, testing, adjusting and balancing during operation of pumping equipment or systems, and reviewing Contractor-prepared operating and maintenance manuals.
8. Provide Resident Project Representation (RPR) services as described in Exhibit B.
9. Furnish the Owner a set of reproducible record prints of drawings and addendum drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor to SEH.

Additional Services

1. If authorized by the Owner, SEH shall furnish additional services:
 - (a) Preparation of applications and supporting documents for government grants, loans, or advances.
 - (b) Preparation or review of environmental assessment worksheets and environmental assessment impact statements.
 - (c) Review and evaluation of any statements or documents prepared by others and their effect on the requirements of the project.
 - (d) Additional services due to significant changes in the general scope of the Project or its design including but not limited to, changes in size, complexity of character or type of construction.
 - (e) Preparing Change Orders or other services and supporting data or providing other services in connection with changed project conditions which are inconsistent with the original design intent including, but not limited to, changes in project size, complexity, Owner's schedule, character of construction or method of financing.
 - (f) Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.
 - (g) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys.
 - (h) Providing services in support of Owner's pursuit, collection, and or defense of liquidated damages.
 - (i) Providing services after issuance to the Owner of the final Certificate for Payment.
 - (j) Providing services of professional consultants for other than the normal services stated in the Agreement.
 - (k) Serving as an expert witness for the Owner in any litigation or other proceedings.
 - (l) Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Agreement.
 - (m) Additional services not otherwise provided for in this Agreement.
2. Required Additional Services: SEH shall perform or furnish (without requesting or receiving specific advance authorization from Owner) the types listed below. SEH shall advise Owner in writing promptly after starting any such Additional Services.
 - (a) Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner, so as to make the compensation commensurate with the extent of the Additional Services rendered.
 - (b) Services in making revisions to Drawings and Specifications required by reviewing authorities or occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and

services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

- (c) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (d) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (e) Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
- (f) Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

RPR services will be provided in accordance with attached **Exhibit B**.

Schedule: We will start our services promptly after receipt of authorization. We estimate our services will be completed after 3 months. If there are delays in the Project beyond our control, you agree to grant additional time to complete the services.

Payment: The fee is hourly estimated to be **\$97,106.00** including expenses and equipment. The estimated total fee is subject to a not-to-exceed amount of **\$97,106.00** including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Baxter, Minnesota

By: 
 Scott Hedlund
 Title: Senior Project Manager

By: _____
 Title: _____

City of Baxter, Minnesota

By: _____
 Title: _____

2016 FAIRVIEW ROAD IMPROVEMENTS

Professional Services - Construction Phase

Work Plan Summary and Fee Estimate

City of Baxter, Minnesota

May 31, 2016



WORK TASKS	Sr. Prof. Eng/ Sr. Project Manager	Principal/ Sr. Specialist	Professional Engineer/ Specialist	Staff Engineer	Sr. Water Resources Eng./ Scientist	Lead Technician/ Specialist	Sr. Technician / Surveyor Crew Chief	Technician / Survey Assistant	Admin. Tech	SEH TOTAL HOURS
1.0 Project Management	22	0	0	0	0	0	0	5	9	36
2.0 Construction Administration	49	1	3	4	0	4	8	0	11	80
3.0 Construction Observation	0	0	0	360	0	80	0	0	0	440
4.0 Construction Staking	1	0	0	18	0	0	54	4	0	77
5.0 Construction Materials Sampling and Testing	2	0	0	0	0	0	0	0	0	2
6.0 Post Construction Services	8	0	0	0	12	14	36	0	2	72
7.0 Contaminated Soils Field Monitoring and Testing	4	3	1	0	30	0	0	2	2	42
Total Project Hours	86	4	4	382	42	98	98	11	24	749
Average Rates	\$145.00	\$170.00	\$124.00	\$95.00	\$124.00	\$107.00	\$93.00	\$83.00	\$63.00	

Total Labor Cost	\$77,169.00
Reimbursables	\$4,232.00
Total SEH Fee	\$81,401.00

Subconsultants

Construction Materials Sampling & Testing (Braun)	\$14,705.00
Contaminated Soils Laboratory Testing	\$1,000.00
Subconsultant Subtotal	\$15,705.00

Total Project Cost

\$97,106.00

**2016 Fairview Road Improvements
Professional Services - Construction Phase
Work Plan**

Client: CITY OF BAXTER, MINNESOTA

May 31, 2016

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist	Staff Engineer	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief	Tech / Survey Assist.	Admin. Tech.	TOTAL
1.0	Project Management										
1.1	Perform general day-to-day project management and administration. Includes project accounting, invoicing and record keeping	5							5	5	15
1.2	Ongoing coordination, communication and scheduling - internal and external	5									5
1.3	Monthly written project status reports to City, newsletters	8								4	12
1.4	Attend City Council and or Utilities Commission meetings (up to four (4) meetings)	4									4
	Task 1.0 Subtotal Hours:	22	0	0	0	0	0	0	5	9	36
	<i>Deliverables - Project schedule, monthly progress reports and invoices, and copies of all pertinent Project correspondence.</i>										
2.0	Construction Administration										
2.1	Coordinate execution of contract documents	1								1	2
2.2	Preconstruction Conference	2			1		1			1	5
2.3	Weekly Construction Progress Meetings/Site Visits (assumes up to 11 meetings)	21		2							23
2.4	Review Contractor Submittals	4	1							2	7
2.5	Applications for Payment (assumes up to 4 payments)	4								4	8
2.6	Private Utility Company Coordination	1			3		3			1	8
2.7	Coordination with and sharing of information between construction administration staff and City, Mn/DOT, property owners	5								2	7
2.8	Design Support, Troubleshooting of Construction Issues, Site Meetings	11		1				8			20
	Task 2.0 Subtotal Hours:	49	1	3	4	0	4	8	0	11	80
	<i>Deliverables -Plans and Specifications Package/Proposal in PDF format, Engineer's Cost Estimate.</i>										
3.0	Construction Observation										
3.1	Construction Observation (assumes up to 440 hours based on 11 weeks of construction @ 40 hours per week)				360		80				440
	Task 3.0 Subtotal Hours:	0	0	0	360	0	80	0	0	0	440
	<i>Deliverables - Construction Documentation</i>										
4.0	Construction Staking										
4.1	Construction Staking (CL subgrade offsets, ponds, ditches, storm sewer, culverts, curb/valley gutter, silt fence, agg base bluetops)	1			18			54	4		77
	Task 4.0 Subtotal Hours:	1	0	0	18	0	0	54	4	0	77
	<i>Deliverables - Construction Stakes staked one (1) time each.</i>										

**2016 Fairview Road Improvements
Professional Services - Construction Phase
Work Plan**

Client: CITY OF BAXTER, MINNESOTA

May 31, 2016

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist	Staff Engineer	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief	Tech / Survey Assist.	Admin. Tech.	TOTAL
5.0	Construction Materials Sampling and Testing										
5.1	Coordinate testing by subconsultant and submittals	2									2
5.2	Construction materials sampling and testing per State Aid MNDOT Schedule of Materials Control	Task completed by Subconsultant									
	Task 5.0 Subtotal Hours:	2	0	0	0	0	0	0	0	0	2
	<i>Deliverables - Construction Testing Documentation.</i>										
6.0	Post Construction Services										
6.1	Record Drawing Field Survey					12		12			24
6.2	Prepare Record Drawings	4					12	16			32
6.3	Reset property irons disturbed by construction that were found during topo survey							8			8
6.4	Develop and coordinate final payment paperwork with contractor and City	4					2			2	8
	Task 6.0 Subtotal Hours:	8	0	0	0	12	14	36	0	2	72
	<i>Deliverables - Record Drawings</i>										
7.0	Contaminated Soils Field Monitoring and Testing										
7.1	Field Monitoring and Documentation	4	3	1		30			2	2	42
7.2	Laboratory Testing - performed by subconsultant (assumes up to \$1,000)										0
	Task 7.0 Subtotal Hours:	4	3	1	0	30	0	0	2	2	42
	<i>Deliverables - Construction Documentation</i>										
	TOTAL PROJECT HOURS	86	4	4	382	42	98	98	11	24	749
8.0	Additional and Optional Services										
	Contaminated Soil Monitoring and Testing (beyond scope above)	To be determined									
	Prepare Phase 1 and 2 Environmental Site Assessments (ESA's)	To be determined									
	Expert witness/ legal testimony	Hourly plus Reimbursable Expenses									
	Construction Observation (beyond 440 hours)	Hourly plus Reimbursable Expenses									

2016 Fairview Road Improvements
CONSTRUCTION SERVICES
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Baxter, Minnesota

SEH, INC.

ESTIMATED MILEAGE COSTS:	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
Trips				
SEH Brainerd Based Staff	70	10	700	
SEH Twin Cities Based Staff	2	270	540	
Subtotals:			1240	
	\$0.540 per mile			\$670
TRAVEL COSTS:				
	Number	Cost	Total Cost	
Hotel	0	\$0.000	\$0	
Meals	0	\$10.000	\$0	
Total			\$0	\$0
MISCELLANEOUS				
Miscellaneous Printing:			\$300	
Mailing/Postage Costs			\$100	\$400
EQUIPMENT EXPENSES	Number of		Total Cost	
	Hours (Days)	Cost/Hr(Day)		
Environmental Equipment			\$500	\$500
Survey Equipment (hours)	66	\$25	\$1,650	\$1,650
Survey Truck (hours)	66	\$4.5	\$297	\$297
RPR Vehicle (days)	55	\$13	\$715	\$715
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				\$4,232

Exhibit B
to Agreement for Professional Services
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated May 31, 2016

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings*, Field Orders*, Addenda*, clarifications, interpretations, approved Shop Drawings* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of Shop Drawings and Samples.
 - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
 - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive*, Addenda, Change Orders*, Field Orders, additional Drawings* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

Exhibit A-1
to Agreement for Professional Services
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated May 31, 2016

**Payments to Consultant for Services and Expenses
Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, 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 hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**PARTIAL PAYMENT ESTIMATE
NUMBER 6**

Name of Contractor:		R.L. Larson Excavating, Inc. 2255 12th Street SE St Cloud, MN 56304		
Name of Owner:		City of Baxter PO Box 2626 Baxter, MN 56425		
Date of Completion:		Amount of Contract:	Dates of Estimate:	
Original:	See Agreement	Original: \$1,530,029.37	From:	4/22/16
Revised:	See Change Order 2	Revised: \$1,560,803.62	To:	5/27/16

Description of Project:
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
BAXTER, MN

ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
BASE BID									
2021.501	MOBILIZATION	1	LUMP SUM	\$70,000.00	\$70,000.00			1	\$70,000.00
2101.501	CLEARING	0.52	ACRE	\$5,000.00	\$2,600.00			0.65	\$3,250.00
2101.502	CLEARING	58	TREE	\$150.00	\$8,700.00			66	\$9,900.00
2101.506	GRUBBING	0.52	ACRE	\$5,000.00	\$2,600.00			0.65	\$3,250.00
2101.507	GRUBBING	58	TREE	\$150.00	\$8,700.00			62	\$9,300.00
2104.501	REMOVE SEWER PIPE (STORM)	22	LIN FT	\$10.00	\$220.00			67	\$670.00
2104.501	REMOVE WATER SERVICE PIPE	20	LIN FT	\$10.00	\$200.00			30	\$300.00
2104.501	REMOVE CURB AND GUTTER	76	LIN FT	\$5.00	\$380.00	133	\$665.00	320	\$1,600.00
2104.505	REMOVE BITUMINOUS PAVEMENT	16266	SQ YD	\$1.80	\$29,278.80	220	\$396.00	16491	\$29,683.80
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	49	SQ YD	\$6.00	\$294.00	8	\$48.00	180	\$1,080.00
2104.509	REMOVE CONCRETE APRON	1	EACH	\$50.00	\$50.00			1	\$50.00
2104.509	REMOVE CATCH BASIN	1	EACH	\$100.00	\$100.00			1	\$100.00
2104.509	REMOVE SIGN TYPE C	19	EACH	\$25.00	\$475.00			17	\$425.00
2104.509	REMOVE VALVE BOX	2	EACH	\$200.00	\$400.00			2	\$400.00
2104.509	REMOVE CURB STOP & BOX	3	EACH	\$300.00	\$900.00			3	\$900.00
2104.509	REMOVE DELINEATOR	5	EACH	\$25.00	\$125.00			4	\$100.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	441	LIN FT	\$5.00	\$2,205.00			37	\$185.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	330	LIN FT	\$3.00	\$990.00	372	\$1,116.00	1154	\$3,462.00
2104.521	SALVAGE FENCE	357	LIN FT	\$10.00	\$3,570.00			97	\$970.00
2104.523	SALVAGE SIGN	20	EACH	\$25.00	\$500.00			20	\$500.00
2104.523	SALVAGE HYDRANT & VALVE	2	EACH	\$425.00	\$850.00			2	\$850.00
2104.523	SALVAGE PIPE APRON	2	EACH	\$100.00	\$200.00	2	\$200.00	4	\$400.00
2105.501	COMMON EXCAVATION (P)	7512	CU YD	\$10.00	\$75,120.00			8647	\$86,470.00
2105.505	MUCK EXCAVATION	1000	CU YD	\$10.00	\$10,000.00			1000	\$10,000.00
2105.522	COMMON BORROW (CV)	7191	CU YD	\$9.40	\$67,595.40			7511	\$70,603.40
2105.601	DEWATERING	0.95	LUMP SUM	\$62,000.00	\$58,900.00			1	\$62,000.00
2118.501	AGGREGATE SURFACING CLASS 5	26	TON	\$20.00	\$520.00				
2123.501	COMMON LABORERS	30	HOUR	\$85.00	\$2,550.00				
2123.503	MOTOR GRADER	20	HOUR	\$170.00	\$3,400.00				
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	32	HOUR	\$100.00	\$3,200.00				
2130.501	WATER	100	M GALLON	\$30.00	\$3,000.00			11	\$1,100.00
2211.501	AGGREGATE BASE CLASS 5	173	TON	\$20.00	\$3,460.00	168	\$3,360.00	168	\$3,360.00
2211.603	AGGREGATE BASE (CV) CLASS 5 (P)	4304	CU YD	\$17.00	\$73,168.00	225	\$3,825.00	4304	\$73,168.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	5421	TON	\$55.00	\$298,155.00	1135.67	\$62,461.85	5623.67	\$309,301.85
2501.514	18" RC PIPE CULVERT	112	LIN FT	\$34.50	\$3,864.00	4	\$138.00	132	\$4,554.00
2501.515	12" RC PIPE APRON	5	EACH	\$400.00	\$2,000.00			5	\$2,000.00
2501.515	18" RC PIPE APRON	4	EACH	\$475.00	\$1,900.00			4	\$1,900.00
2501.573	INSTALL PIPE APRON	2	EACH	\$150.00	\$300.00	2	\$300.00	4	\$600.00
2503.541	12" RC PIPE SEWER DES 3006 CL V	1203	LIN FT	\$28.00	\$33,684.00	8	\$224.00	1166	\$32,648.00
2503.541	15" RC PIPE SEWER DES 3006 CL V	768	LIN FT	\$30.00	\$23,040.00			617	\$18,510.00
2503.541	18" RC PIPE SEWER DES 3006 CL III	678	LIN FT	\$32.00	\$21,696.00			760	\$24,320.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	1	EACH	\$900.00	\$900.00			1	\$900.00
2503.602	CONNECT TO EXISTING MANHOLES (SAN)	1	EACH	\$2,400.00	\$2,400.00			1	\$2,400.00
2504.602	ADJUST VALVE BOX	2	EACH	\$200.00	\$400.00			1	\$200.00
2504.602	CONNECT TO EXISTING SEWER SERVICE	3	EACH	\$450.00	\$1,350.00			4	\$1,800.00
2504.602	CONNECT TO EXISTING WATER SERVICE	6	EACH	\$510.00	\$3,060.00			2	\$1,020.00
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	2770	LIN FT	\$1.25	\$3,462.50			2778	\$3,472.50
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	778	LIN FT	\$1.25	\$972.50			1019	\$1,273.75
2504.602	CONNECT TO EXISTING WATER MAIN	2	EACH	\$950.00	\$1,900.00			4	\$3,800.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	55.13	LIN FT	\$425.00	\$23,430.25			51.63	\$21,942.75
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	32.71	LIN FT	\$250.00	\$8,177.50			32.71	\$8,177.50
2506.516	CASTING ASSEMBLY	20	EACH	\$750.00	\$15,000.00			20	\$15,000.00
2506.522	ADJUST FRAME AND RING CASTING	9	EACH	\$350.00	\$3,150.00			9	\$3,150.00
2506.602	CONNECT INTO EXISTING STORM SEWER	1	EACH	\$500.00	\$500.00			1	\$500.00
2506.602	CONSTRUCT CONTROL STRUCTURE A	1	EACH	\$2,800.00	\$2,800.00			0.75	\$2,100.00
2511.501	RANDOM RIPRAP CLASS III	61.4	CU YD	\$65.00	\$3,991.00			33	\$2,145.00
2511.515	GEOTEXTILE FILTER TYPE IV	227	SQ YD	\$2.00	\$454.00			116	\$232.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	7110	LIN FT	\$15.00	\$106,650.00	248	\$3,720.00	7704	\$115,560.00
2531.503	CONCRETE MEDIAN	93	SQ YD	\$75.00	\$6,975.00			107	\$8,025.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	183	SQ YD	\$55.00	\$10,065.00	5	\$275.00	313	\$17,215.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	135	SQ YD	\$60.00	\$8,100.00			160	\$9,600.00
2531.604	8" CONCRETE VALLEY GUTTER	114	SQ YD	\$66.00	\$7,524.00	17	\$1,122.00	138.1	\$9,114.60
2531.618	TRUNCATED DOMES	164	SQ FT	\$40.00	\$6,560.00			206	\$8,240.00
2540.602	MAIL BOX SUPPORT	15	EACH	\$125.00	\$1,875.00			15	\$1,875.00
2540.602	TEMPORARY POSTAL SERVICE	15	EACH	\$100.00	\$1,500.00			15	\$1,500.00
2557.603	INSTALL FENCE	347	LIN FT	\$20.00	\$6,940.00	64	\$1,280.00	64	\$1,280.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$8,000.00	\$8,000.00	0.05	\$400.00	1	\$8,000.00
2564.602	INSTALL SIGN	20	EACH	\$80.00	\$1,600.00			20	\$1,600.00
2564.602	INSTALL SIGN PANEL TYPE C	13	EACH	\$105.00	\$1,365.00			60	\$6,300.00
2564.602	FURNISH TYPE C SIGN	22	EACH	\$150.00	\$3,300.00			60	\$9,000.00
2573.502	SILT FENCE, TYPE MS	2222	LIN FT	\$2.50	\$5,555.00			2255	\$5,637.50
2573.530	STORM DRAIN INLET PROTECTION	23	EACH	\$225.00	\$5,175.00	10	\$2,250.00	23	\$5,175.00
2573.535	STABILIZED CONSTRUCTION EXIT	8	EACH	\$600.00	\$4,800.00			6	\$3,600.00
2573.550	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$1,500.00	\$1,500.00	0.375	\$562.50	1	\$1,500.00
2573.602	CULVERT END CONTROLS	2	EACH	\$250.00	\$500.00	2	\$500.00	2	\$500.00
2574.508	FERTILIZER TYPE 1	693	POUND	\$1.00	\$693.00	693	\$693.00	1493	\$1,493.00
2574.525	COMMON TOPSOIL BORROW	2452	CU YD	\$0.01	\$24.52	240	\$2.40	2531	\$25.31
2575.501	SEEDING	6.5	ACRE	\$800.00	\$5,200.00	2.3	\$1,840.00	5.6	\$4,480.00
2575.502	SEED MIXTURE 22-111	163	POUND	\$4.00	\$652.00			180	\$720.00
2575.502	SEED MIXTURE 25-131	732	POUND	\$3.00	\$2,196.00	933	\$2,799.00	1943	\$5,829.00
2575.502	SEED MIXTURE 33-361	14	POUND	\$60.00	\$840.00			17.5	\$1,050.00
2575.505	SODDING TYPE LAWN	9935	SQ YD	\$4.50	\$44,707.50			7931	\$35,689.50
2575.511	MULCH MATERIAL TYPE 3	8	TON	\$425.00	\$3,400.00				
2575.519	DISK ANCHORING	4.1	ACRE	\$200.00	\$820.00				
2575.523	EROSION CONTROL BLANKETS CATEGORY 3	4954	SQ YD	\$2.00	\$9,908.00			1765	\$3,530.00
2575.562	HYDRAULIC MATRIX TYPE MULCH	3180	POUND	\$1.30	\$4,134.00	-142.00	-\$184.60	5965	\$7,754.50
2582.501	PAVEMENT MESSAGE-PAINT	13	EACH	\$50.00	\$650.00	1	\$50.00	14	\$700.00
2582.502	4" SOLID LINE WHITE-PAINT	715	LIN FT	\$0.30	\$214.50	16	\$4.80	433	\$129.90
2582.502	8" SOLID LINE WHITE-PAINT	7465	LIN FT	\$0.34	\$2,538.10			3014	\$1,024.76

2582.502	4" SOLID LINE YELLOW-PAINT	1628	LIN FT	\$0.30	\$488.40			231	\$69.30
2582.502	12" SOLID LINE YELLOW-PAINT	137	LIN FT	\$2.50	\$342.50	61.4	\$153.50	200.4	\$501.00
2582.502	4" BROKEN LINE YELLOW-PAINT	816	LIN FT	\$0.30	\$244.80			230	\$69.00
2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	2276	LIN FT	\$0.60	\$1,365.60	2644	\$1,586.40	4361	\$2,616.60
2600.4D	INSULATION (4' x 8' x 2" THICK)	879.2	SQ YD	\$20.00	\$17,584.00			2071.3	\$41,422.00
2611.4A	6" PVC WATERMAIN PIPE	108	LIN FT	\$20.00	\$2,160.00			114	\$2,280.00
2611.4A	8" PVC WATERMAIN PIPE	186	LIN FT	\$22.00	\$4,092.00	-129.00	-\$2,838.00	185	\$4,070.00
2611.4A	10" PVC WATERMAIN PIPE	1384	LIN FT	\$25.00	\$34,600.00			1383	\$34,575.00
2611.4A	12" PVC WATERMAIN PIPE	1191	LIN FT	\$28.50	\$33,943.50	-71.00	-\$2,023.50	1188	\$33,858.00
2611.4A	1" POLYETHYLENE SERVICE PIPE	48	LIN FT	\$13.00	\$624.00			20	\$260.00
2611.4A	1.5" POLYETHYLENE SERVICE PIPE	634	LIN FT	\$13.00	\$8,242.00			935	\$12,155.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	5	EACH	\$1,150.00	\$5,750.00			6	\$6,900.00
2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	2	EACH	\$1,575.00	\$3,150.00	-2.00	-\$3,150.00	2	\$3,150.00
2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	3	EACH	\$2,400.00	\$7,200.00			3	\$7,200.00
2611.4B	12" BUTTERFLY VALVE & BOX w/ ADAPTOR	1	EACH	\$2,000.00	\$2,000.00			2	\$4,000.00
2611.4B	VALVE OPERATOR EXTENSION	9	EACH	\$140.00	\$1,260.00				
2611.4C	1.5" CORPORATION STOP & SADDLE	18	EACH	\$655.00	\$11,790.00			24	\$15,720.00
2611.4D	1" CURB STOP & BOX	3	EACH	\$635.00	\$1,905.00			1	\$635.00
2611.4D	1.5" CURB STOP & BOX	18	EACH	\$760.00	\$13,680.00			24	\$18,240.00
2611.4E	HYDRANT	5	EACH	\$4,050.00	\$20,250.00			5	\$20,250.00
2611.4G	INSTALL HYDRANT & VALVE	2	EACH	\$1,440.00	\$2,880.00			2	\$2,880.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	3675	POUND	\$1.75	\$6,431.25	-1040.00	-\$1,820.00	4100	\$7,175.00
2611.4J	HYDRANT EXTENSION (12")	1	EACH	\$585.00	\$585.00			2	\$1,170.00
2611.4J	HYDRANT EXTENSION (18")	1	EACH	\$700.00	\$700.00				
2611.4J	HYDRANT EXTENSION (30")	1	EACH	\$875.00	\$875.00			1	\$875.00
2611.4J	GATE VALVE BOX & ADAPTOR	2	EACH	\$435.00	\$870.00			2	\$870.00
2621.4A	8" PVC SEWER PIPE (SDR 26)	979	LIN FT	\$24.50	\$23,985.50			980	\$24,010.00
2621.4A	10" PVC SEWER PIPE (SDR 26)	1791	LIN FT	\$27.00	\$48,357.00			1795	\$48,465.00
2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	10	EACH	\$2,200.00	\$22,000.00			10	\$22,000.00
2621.4B1	MANHOLE EXCESS DEPTH	14.95	LIN FT	\$100.00	\$1,495.00			14.95	\$1,495.00
2621.4F	4" PVC SERVICE PIPE (SCH 40)	24	LIN FT	\$80.00	\$1,920.00			38	\$3,040.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	802	LIN FT	\$15.00	\$12,030.00			998	\$14,970.00
2621.4G	8" X 6" PVC WYE	7	EACH	\$570.00	\$3,990.00			11	\$6,270.00
2621.4G	10" X 6" PVC WYE	11	EACH	\$690.00	\$7,590.00			13	\$8,970.00
ALTERNATE BID A									
2101.501	CLEARING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2101.506	GRUBBING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2105.601	DEWATERING	0.05	LUMP SUM	\$70,000.00	\$3,500.00			0.05	\$3,500.00
2123.501	COMMON LABORERS	5	HOUR	\$85.00	\$425.00				
2123.503	MOTOR GRADER	5	HOUR	\$160.00	\$800.00				
2573.502	SILT FENCE, TYPE MS	50	LIN FT	\$2.50	\$125.00				
2574.508	FERTILIZER TYPE 1	27	POUND	\$1.00	\$27.00	27	\$27.00	27	\$27.00
2574.525	COMMON TOPSOIL BORROW	49	CU YD	\$20.00	\$980.00	49	\$980.00	49	\$980.00
2575.501	SEEDING	0.1	ACRE	\$800.00	\$80.00	0.1	\$80.00	0.1	\$80.00
2575.502	SEED MIXTURE 25-131	27	POUND	\$3.00	\$81.00	27	\$81.00	27	\$81.00
2575.505	SODDING TYPE LAWN	116	SQ YD	\$4.50	\$522.00	116	\$522.00	116	\$522.00
2575.562	HYDRAULIC MATRIX TYPE MULCH	142	POUND	\$8.00	\$1,136.00	142	\$1,136.00	142	\$1,136.00
2600.4D	INSULATION (4' x 8' x 2" THICK)	6.3	SQ YD	\$20.00	\$126.00			3.5	\$70.00
2611.4A	6" PVC WATERMAIN PIPE	6	LIN FT	\$47.00	\$282.00			7	\$329.00
2611.4A	8" PVC WATERMAIN PIPE	175	LIN FT	\$25.00	\$4,375.00			116	\$2,900.00
2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	865	LIN FT	\$53.00	\$45,845.00			922	\$48,866.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	1	EACH	\$1,200.00	\$1,200.00			1	\$1,200.00
2611.4E	HYDRANT	1	EACH	\$4,100.00	\$4,100.00			1	\$4,100.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	615	POUND	\$2.35	\$1,445.25			785	\$1,844.75
-	8" WET TAP	1	EACH	\$4,300.00	\$4,300.00			1	\$4,300.00
CHANGE ORDER 3									
1	INDEPENDENCE ROAD ADDITIONAL GRADING	1	LUMP SUM	\$1,440.00	\$1,440.00			1	\$1,440.00
2	INGLEWOOD DRIVE ADDITIONAL GRADING	1	LUMP SUM	\$5,272.00	\$5,272.00			1	\$5,272.00
3	WORK AROUND 6" GAS MAIN	1	LUMP SUM	\$1,350.00	\$1,350.00			1	\$1,350.00
4	INGLEWOOD DRIVE WATERMAIN LOWERING	1	LUMP SUM	\$12,958.38	\$12,958.38			1	\$12,958.38
5	FAIRVIEW ROAD FORCEMAIN	1	LUMP SUM	\$9,753.87	\$9,753.87			1	\$9,753.87
TOTAL:				\$1,560,803.62		\$82,260.35		\$1,635,297.52	

	THIS PERIOD		TOTAL TO DATE	
AMOUNT EARNED		\$82,260.35		\$1,635,297.52
AMOUNT RETAINED				\$77,823.08
RETAINAGE RELEASED		\$36,359.13		
PREVIOUS PAYMENTS				\$1,438,854.96
AMOUNT DUE		\$118,619.48		\$118,619.48

Estimated Percentage Completed: 106.9%

CONTRACTOR'S CERTIFICATION:
 The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR : R.L. LARSON EXCAVATING, INC.

BY: _____

Date: _____

APPROVED BY CITY OF BAXTER:

BY: Kelly Steele, Assistant City Administrator / City Clerk

Date: _____

APPROVED BY CITY OF BAXTER:

BY: Darrel Olson, Mayor

Date: _____

ENGINEER'S CERTIFICATION:
 The undersigned endorses that to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

ENGINEER: WIDSETH SMITH NOLTING

BY: Aric Welch, P.E.

Date: _____

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY: _____

Date: _____

PARTIAL PAY ESTIMATE 6 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Friday, May 27, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
BASE BID				
1	2021.501	MOBILIZATION	LUMP SUM	\$70,000.00
2	2101.501	CLEARING	ACRE	\$5,000.00
3	2101.502	CLEARING	TREE	\$150.00
4	2101.506	GRUBBING	ACRE	\$5,000.00
5	2101.507	GRUBBING	TREE	\$150.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$10.00
7	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$10.00
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$5.00
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.80
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SO YD	\$6.00
11	2104.509	REMOVE CONCRETE APRON	EACH	\$50.00
12	2104.509	REMOVE CATCH BASIN	EACH	\$100.00
13	2104.509	REMOVE SIGN TYPE C	EACH	\$25.00
14	2104.509	REMOVE VALVE BOX	EACH	\$200.00
15	2104.509	REMOVE CURB STOP & BOX	EACH	\$300.00
16	2104.509	REMOVE DELINEATOR	EACH	\$25.00
17	2104.511	SAWING CONCRETE PAVEMENT	LIN FT	\$5.00
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.00
19	2104.521	SALVAGE FENCE	LIN FT	\$10.00
20	2104.523	SALVAGE SIGN	EACH	\$25.00
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$425.00
22	2104.523	SALVAGE PIPE APRON	EACH	\$100.00
23	2105.501	COMMON EXCAVATION (P)	CU YD	\$10.00
24	2105.505	MUCK EXCAVATION	CU YD	\$10.00
25	2105.522	COMMON BORROW (CV)	CU YD	\$9.40
26	2105.601	DEWATERING	LUMP SUM	\$62,000.00
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	\$20.00
28	2123.501	COMMON LABORERS	HOUR	\$85.00
29	2123.503	MOTOR GRADER	HOUR	\$170.00
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$100.00
31	2130.501	WATER	M GALLON	\$30.00
32	2211.501	AGGREGATE BASE CLASS 5	TON	\$20.00
33	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$17.00
34	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	TON	\$55.00
35	2501.514	18" RC PIPE CULVERT	LIN FT	\$34.50
36	2501.515	12" RC PIPE APRON	EACH	\$400.00
37	2501.515	18" RC PIPE APRON	EACH	\$475.00
38	2501.573	INSTALL PIPE APRON	EACH	\$150.00
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	\$28.00
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$30.00
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	\$32.00
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$900.00
43	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$2,400.00
44	2504.602	ADJUST VALVE BOX	EACH	\$200.00
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	\$400.00
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$510.00
47	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LIN FT	\$1.25
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LIN FT	\$1.25
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$950.00
50	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$425.00
51	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$250.00
52	2506.516	CASTING ASSEMBLY	EACH	\$750.00
53	2506.522	ADJUST FRAME AND RING CASTING	EACH	\$350.00
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$500.00
55	2506.602	CONSTRUCT CONTROL STRUCTURE A	EACH	\$2,800.00
56	2531.501	RANDOM RIPRAP CLASS III	CU YD	\$65.00
57	2531.515	GEOTEXTILE FILTER TYPE IV	SO YD	\$2.00
58	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$15.00
59	2531.503	CONCRETE MEDIAN	SQ YD	\$75.00
60	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SO YD	\$55.00
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SO YD	\$60.00
62	2531.504	8" CONCRETE VALLEY GUTTER	SO YD	\$60.00
63	2531.618	TRUNCATED DOMES	SO FT	\$40.00
64	2540.602	MAIL BOX SUPPORT	EACH	\$125.00
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	\$100.00
66	2557.603	INSTALL FENCE	LIN FT	\$20.00
67	2563.601	TRAFFIC CONTROL	LUMP SUM	\$8,000.00
68	2564.602	INSTALL SIGN	EACH	\$90.00
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	\$105.00
70	2564.602	FURNISH TYPE C SIGN	EACH	\$180.00
71	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.50
72	2573.530	STORM DRAINLET PROTECTION	EACH	\$225.00
73	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	\$60.00
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1,500.00
75	2573.602	CULVERT END CONTROLS	EACH	\$250.00
76	2574.508	FERTILIZER TYPE 1	POUND	\$1.00
77	2574.525	COMMON TOPSOIL BORROW	CU YD	\$0.01
78	2575.501	SEEDING	ACRE	\$80.00
79	2575.502	SEED MIXTURE 22-111	POUND	\$4.00
80	2575.502	SEED MIXTURE 25-131	POUND	\$3.00
81	2575.502	SEED MIXTURE 33-361	POUND	\$60.00
82	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50
83	2575.511	MULCH MATERIAL TYPE 3	TON	\$425.00
84	2575.519	DISK ANCHORING	ACRE	\$20.00
85	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SO YD	\$2.00
86	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.30
87	2582.501	PAVEMENT MESSAGE PAINT	EACH	\$50.00
88	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	\$0.30
89	2582.502	8" SOLID LINE WHITE-PAINT	LIN FT	\$0.34
90	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	\$0.30
91	2582.502	12" SOLID LINE YELLOW-PAINT	LIN FT	\$2.50
92	2582.502	4" BROKEN LINE YELLOW-PAINT	LIN FT	\$0.30
93	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	\$0.60
94	2600.40	INSULATION (4" x 8" x 2" THICK)	SQ YD	\$20.00
95	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$20.00
96	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$22.00
97	2611.4A	10" PVC WATERMAIN PIPE	LIN FT	\$25.00
98	2611.4A	12" PVC WATERMAIN PIPE	LIN FT	\$28.50
99	2611.4A	1" POLYETHYLENE SERVICE PIPE	LIN FT	\$13.00
100	2611.4A	1.5" POLYETHYLENE SERVICE PIPE	LIN FT	\$13.00
101	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,150.00
102	2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,575.00
103	2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	EACH	\$2,400.00
104	2611.4B	12" BUTTERFLY VALVE & BOX w/ ADAPTOR	EACH	\$2,000.00
105	2611.4B	VALVE OPERATOR EXTENSION	EACH	\$140.00
106	2611.4C	1.5" CORPORATION STOP & SADDLE	EACH	\$655.00
107	2611.4D	1" CURB STOP & BOX	EACH	\$635.00
108	2611.4D	1.5" CURB STOP & BOX	EACH	\$760.00
109	2611.4E	HYDRANT	EACH	\$4,050.00
110	2611.4G	INSTALL HYDRANT & VALVE	EACH	\$1,440.00
111	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$1.75
112	2611.4J	HYDRANT EXTENSION (12")	EACH	\$595.00
113	2611.4J	HYDRANT EXTENSION (18")	EACH	\$700.00
114	2611.4J	HYDRANT EXTENSION (30")	EACH	\$875.00
115	2611.4J	GATE VALVE BOX & ADAPTOR	EACH	\$435.00
116	2621.4A	8" PVC SEWER PIPE (SDR 26)	LIN FT	\$24.50
117	2621.4A	10" PVC SEWER PIPE (SDR 26)	LIN FT	\$27.00
118	2621.4B	SANITARY SEWER MANHOLE, MMDOT DESIGN 4007C	EACH	\$2,200.00
119	2621.4B1	MANHOLE EXCESS DEPTH	LIN FT	\$100.00
120	2621.4F	4" PVC SERVICE PIPE (SCH 40)	LIN FT	\$80.00
121	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$15.00
122	2621.4G	8" X 6" PVC WYE	EACH	\$570.00
123	2621.4G	10" X 6" PVC WYE	EACH	\$690.00

INDEPENDENCE ROAD, MUNICIPAL IMPROVEMENT 4107					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.05	\$3,500.00			0.05	\$3,500.00
0.2	\$1,000.00			0.20	\$1,000.00
				1	\$150.00
0.2	\$1,000.00			0.20	\$1,000.00
				1	\$150.00
220	\$396.00			225	\$405.00
36	\$108.00			36	\$108.00
601	\$6,010.00			1736	\$17,360.00
2	\$200.00			1	\$100.00
332	\$5,644.00			332	\$5,644.00
463	\$25,465.00			513	\$28,215.00
221	\$276.25			221	\$276.25
80	\$100.00			88	\$110.00
1	\$350.00			1	\$350.00
0.05	\$400.00			0.05	\$400.00
1	\$600.00				
0.05	\$75.00			0.05	\$75.00
80	\$80.00			200	\$200.00
0.4	\$2.01			266	\$2.66
201	\$320.00			0.5	\$400.00
120	\$360.00			300	\$900.00
840	\$1,092.00			1900	\$2,470.00
70	\$21.00			50	\$15.00
80	\$1,040.00			83	\$1,079.00
2	\$1,310.00			2	\$1,310.00
2	\$1,520.00			2	\$1,520.00
221	\$5,414.50			218	\$5,341.00
1	\$2,200.00			1	\$2,200.00
4	\$400.00			4	\$400.00
104	\$1,560.00			105	\$1,575.00
2	\$1,140.00			2	\$1,140.00

PARTIAL PAY ESTIMATE 6 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Friday, May 27, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	INDEPENDENCE ROAD, MUNICIPAL IMPROVEMENT 4107					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
ALTERNATE BID A										
1A	2101.501	CLEARING	ACRE	\$15,000.00						
2A	2101.506	GRUBBING	ACRE	\$15,000.00						
3A	2105.601	DEWATERING	LUMP SUM	\$70,000.00						
4A	2123.501	COMMON LABORERS	HOUR	\$85.00						
5A	2123.503	MOTOR GRADER	HOUR	\$180.00						
6A	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.50						
7A	2574.508	FERTILIZER TYPE 1	POUND	\$1.00						
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	\$20.00						
9A	2575.501	SEEDING	ACRE	\$800.00						
10A	2575.502	SEED MIXTURE 25-131	POUND	\$3.00						
11A	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50						
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$8.00						
13A	2800.40	INSULATION (4' x 8' x 2" THICK)	SQ YD	\$20.00						
14A	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	\$47.00						
15A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$25.00						
16A	2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	\$53.00						
17A	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,200.00						
18A	2611.4E	HYDRANT	EACH	\$4,100.00						
19A	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$2.35						
20A	-	8" WET TAP	EACH	\$4,300.00						
CHANGE ORDER 3										
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	\$1,440.00	1	\$1,440.00			1	\$1,440.00
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	\$5,272.00						
3		WORK AROUND 6" GAS MAIN	LUMP SUM	\$1,350.00						
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	\$12,958.38						
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	\$9,753.87						
TOTALS:										
AMOUNT RETAINED:					\$63,023.76		\$0.00		\$78,835.91	
RETAINAGE RELEASED										
PREVIOUS PAYMENTS									\$78,835.91	
AMOUNT DUE:							\$0.00		\$0.00	

PARTIAL PAY ESTIMATE 6 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Friday, May 27, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS									
					CONTRACT		THIS PERIOD		TOTAL TO DATE					
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT				
BASE BID														
1	2021.501	MOBILIZATION	LUMP SUM	\$70,000.00	1	\$70,000.00			1	\$70,000.00				
2	2101.501	CLEARING	ACRE	\$5,000.00	0.52	\$2,600.00			0.65	\$3,250.00				
3	2101.502	CLEARING	TREE	\$150.00	58	\$8,700.00			66	\$9,900.00				
4	2101.506	GRUBBING	ACRE	\$5,000.00	0.52	\$2,600.00			0.65	\$3,250.00				
5	2101.507	GRUBBING	TREE	\$150.00	58	\$8,700.00			62	\$9,300.00				
6	2104.501	REMOVE SEWER PIPE (STORM)	LN FT	\$10.00	22	\$220.00			67	\$670.00				
7	2104.501	REMOVE WATER SERVICE PIPE	LN FT	\$10.00	20	\$200.00			30	\$300.00				
8	2104.501	REMOVE CURB AND GUTTER	LN FT	\$5.00	76	\$380.00	133	\$665.00	320	\$1,600.00				
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.80	16266	\$29,278.80	220	\$396.00	16491	\$29,683.80				
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SO YD	\$6.00	49	\$294.00	8	\$48.00	180	\$1,080.00				
11	2104.509	REMOVE CONCRETE APRON	EACH	\$50.00	1	\$50.00			1	\$50.00				
12	2104.509	REMOVE CATCH BASIN	EACH	\$100.00	1	\$100.00			1	\$100.00				
13	2104.509	REMOVE SIGN TYPE C	EACH	\$25.00	19	\$475.00			17	\$425.00				
14	2104.509	REMOVE VALVE BOX	EACH	\$200.00	2	\$400.00			2	\$400.00				
15	2104.509	REMOVE CURB STOP & BOX	EACH	\$300.00	3	\$900.00			3	\$900.00				
16	2104.509	REMOVE DELINEATOR	EACH	\$25.00	5	\$125.00			4	\$100.00				
17	2104.511	SAWING CONCRETE PAVEMENT	LN FT	\$5.00	441	\$2,205.00			37	\$185.00				
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LN FT	\$3.00	330	\$990.00	372	\$1,116.00	1154	\$3,482.00				
19	2104.521	SALVAGE FENCE	LN FT	\$10.00	357	\$3,570.00			97	\$970.00				
20	2104.523	SALVAGE SIGN	EACH	\$25.00	20	\$500.00			20	\$500.00				
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$425.00	2	\$850.00			2	\$850.00				
22	2104.523	SALVAGE PIPE APRON	EACH	\$100.00	2	\$200.00	2	\$200.00	4	\$400.00				
23	2105.501	COMMON EXCAVATION (P)	CU YD	\$10.00	7512	\$75,120.00			8647	\$86,470.00				
24	2105.505	MUCK EXCAVATION	CU YD	\$10.00	1000	\$10,000.00			1000	\$10,000.00				
25	2105.522	COMMON BORROW (CV)	CU YD	\$9.40	7191	\$67,595.40			7511	\$70,803.40				
26	2105.601	DEWATERING	LUMP SUM	\$62,000.00	0.95	\$58,900.00			1	\$62,000.00				
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	\$20.00	26	\$520.00			26	\$520.00				
28	2123.501	COMMON LABORERS	HR	\$85.00	30	\$2,550.00			30	\$2,550.00				
29	2123.503	MOTOR GRADER	HR	\$170.00	20	\$3,400.00			20	\$3,400.00				
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HR	\$100.00	32	\$3,200.00			11	\$1,100.00				
31	2130.501	WATER	M GALLON	\$30.00	100	\$3,000.00			100	\$3,000.00				
32	2211.501	AGGREGATE BASE CLASS 5	TON	\$20.00	173	\$3,460.00	168	\$3,360.00	168	\$3,360.00				
33	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$17.00	4304	\$73,168.00	225	\$3,825.00	4529	\$77,168.00				
34	2361.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	CU YD	\$55.00	541	\$29,755.00	1135.67	\$62,481.85	1633.67	\$90,236.85				
35	2501.514	18" RC PIPE CULVERT	LN FT	\$34.50	112	\$3,864.00	4	\$138.00	116	\$4,002.00				
36	2501.515	12" RC PIPE APRON	EACH	\$400.00	5	\$2,000.00			5	\$2,000.00				
37	2501.515	18" RC PIPE APRON	EACH	\$475.00	4	\$1,900.00			4	\$1,900.00				
38	2501.573	INSTALL PIPE APRON	EACH	\$150.00	2	\$300.00			4	\$600.00				
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LN FT	\$25.00	1203	\$3,007.50	8	\$224.00	1168	\$2,983.50				
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LN FT	\$30.00	768	\$23,040.00			617	\$18,510.00				
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LN FT	\$32.00	678	\$21,696.00			760	\$24,320.00				
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$900.00	1	\$900.00			1	\$900.00				
43	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$2,400.00	1	\$2,400.00			1	\$2,400.00				
44	2504.602	ADJUST VALVE BOX	EACH	\$200.00	2	\$400.00			1	\$200.00				
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	\$450.00	4	\$1,800.00			4	\$1,800.00				
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$510.00	6	\$3,060.00			2	\$1,020.00				
47	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LN FT	\$1.25	2770	\$3,462.50			2778	\$3,472.50				
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LN FT	\$1.25	778	\$972.50			1019	\$1,273.75				
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$950.00	4	\$3,800.00			4	\$3,800.00				
50	2506.501	CONSTRAIN DRAINAGE STRUCTURE DESIGN SD-48	LN FT	\$425.00	56.13	\$23,856.25			51.63	\$21,942.75				
51	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LN FT	\$250.00	32.71	\$8,177.50			32.71	\$8,177.50				
52	2506.516	CASTING ASSEMBLY	EACH	\$750.00	20	\$15,000.00			20	\$15,000.00				
53	2506.522	ADJUST FRAME AND RING CASTING	EACH	\$350.00	9	\$3,150.00			9	\$3,150.00				
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$500.00	1	\$500.00			1	\$500.00				
55	2506.602	CONSTRUCT CONTROL STRUCTURE A	EACH	\$2,800.00	1	\$2,800.00			0.75	\$2,100.00				
56	2531.501	RANDOM RIPRAP CLASS III	CU YD	\$65.00	614	\$40,010.00			33	\$2,145.00				
57	2531.515	GEOTEXTILE FILTER TYPE IV	SO YD	\$2.00	227	\$454.00			116	\$232.00				
58	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LN FT	\$15.00	7110	\$106,650.00	248	\$3,720.00	7704	\$115,560.00				
59	2531.503	CONCRETE MEDIAN	SQ YD	\$75.00	93	\$6,975.00			107	\$8,025.00				
60	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SO YD	\$55.00	183	\$10,065.00	5	\$275.00	313	\$17,215.00				
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SO YD	\$60.00	135	\$8,100.00			160	\$9,600.00				
62	2531.604	8" CONCRETE VALLEY GUTTER	SO YD	\$65.00	115	\$7,525.00	17	\$1,122.00	138.1	\$9,114.60				
63	2531.618	TRUNCATED DOMES	SO FT	\$40.00	164	\$6,560.00			206	\$8,240.00				
64	2540.602	MAIL BOX SUPPORT	EACH	\$125.00	15	\$1,875.00			15	\$1,875.00				
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	\$100.00	15	\$1,500.00			15	\$1,500.00				
66	2557.603	INSTALL FENCE	LN FT	\$20.00	347	\$6,940.00	64	\$1,280.00	64	\$1,280.00				
67	2563.601	TRAFFIC CONTROL	LUMP SUM	\$8,000.00	1	\$8,000.00	0.05	\$400.00	1	\$8,000.00				
68	2564.602	INSTALL SIGN	EACH	\$90.00	20	\$1,800.00			20	\$1,800.00				
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	\$105.00	13	\$1,365.00			60	\$6,300.00				
70	2564.602	FURNISH TYPE C SIGN	EACH	\$180.00	222	\$3,996.00			60	\$9,000.00				
71	2573.502	SILT FENCE, TYPE MS	LN FT	\$2.50	2222	\$5,555.00			2255	\$5,637.50				
72	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$225.00	23	\$5,175.00	10	\$2,250.00	23	\$5,175.00				
73	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	\$60.00	8	\$480.00			6	\$360.00				
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1,500.00	1	\$1,500.00	0.375	\$562.50	1	\$1,500.00				
75	2573.602	CULVERT END CONTROLS	EACH	\$250.00	2	\$500.00			2	\$500.00				
76	2574.508	FERTILIZER TYPE 1	POUND	\$1.00	693	\$693.00	693	\$693.00	1493	\$1,493.00				
77	2574.525	COMMON TOPSOIL BORROW	CU YD	\$0.01	2452	\$24.52	240	\$2.40	2531	\$25.31				
78	2575.501	SEEDING	ACRE	\$800.00	6	\$4,800.00	2.3	\$1,840.00	5.6	\$4,480.00				
79	2575.502	SEED MIXTURE 22-111	POUND	\$4.00	163	\$652.00			180	\$720.00				
80	2575.502	SEED MIXTURE 25-131	POUND	\$3.00	732	\$2,196.00	933	\$2,799.00	1943	\$5,829.00				
81	2575.502	SEED MIXTURE 33-361	POUND	\$60.00	14	\$840.00			17.5	\$1,050.00				
82	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50	9935	\$44,707.50	-116	-\$522.00	7931	\$35,689.50				
83	2575.511	MULCH MATERIAL TYPE 3	TON	\$425.00	8	\$3,400.00			8	\$3,400.00				
84	2575.519	DISK ANCHORING	ACRE	\$20.00	4	\$80.00			4	\$80.00				
85	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SO YD	\$2.00	4954	\$9,908.00			1765	\$3,530.00				
86	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.30	3180	\$4,134.00	-142	-\$184.60	5965	\$7,754.50				
87	2582.50													

**LIMITED USE AGREEMENT
(14639 Grand Oaks Drive)**

THIS AGREEMENT made and entered into as the ____ day of _____, 2016 by and between the City of Baxter, a Minnesota municipal corporation ("City") and Larry and Barbara Herbst, Husband and wife ("Homeowner's").

WITNESSETH:

WHEREAS, Homeowner's is the owner of land having a street address of 14639 Grand Oaks Drive and legally described as follows":

Lot 6, Block 5, JMS Baxter Estates; and

WHEREAS, Homeowner's have a plan for landscaping rock and 2-foot high retaining wall that will be located on the homeowner's property at the above address;

NOW, THEREFORE, it is stipulated and agreed by and between the parties hereto as follows:

1. **Term.** Homeowner's will install and maintain Improvements on City property in conformance with the attached Exhibit A; and maintain the same until the removal is directed by the City per Paragraph 3 of this agreement entitled "Termination". No storage or other display is allowed in the subject right-of-way area.
2. **Maintenance.** Homeowner's shall at all times keep and maintain the area used for the improvements described in Exhibit A in a good state of repair and agrees to indemnify and save harmless the City, its officers, agents and employees from any claim for personal injury, property damage or death occasioned by the location or maintenance of the encroachments on the City property. Homeowners also waives and releases the City from any claims which Homeowners may have against the City for damage to the encroachments resulting from activities conducted by the City on the City property except for such gross negligence or willful acts of the City (which proximately cause damage to the improvements) for which the City would be (according to then applicable municipal or state laws) otherwise liable to similarly suited property owners. Nothing in his agreement shall be construed as a waiver by the City of any immunity, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the minimum monetary amounts on liability established by Minnesota Statutes Chapter 466.
3. **Termination.** The City may terminate this agreement at any time, for good cause as determined by the City Council, by giving the Homeowners a 180-day written notice of termination. Homeowners hereby releases and waives any claim, which they may have for damages resulting from the termination of this agreement including the impact that the removal of the parking may have on the businesses or on their ability to legally continue. The Homeowners also indemnifies and holds the City harmless from any third party claims in the event of termination of this Agreement. Unless the Improvements are removed from the City Property during

that period, the Improvements, which are located on City property, shall become the exclusive property of the City. The City may remove the Improvements and assess the cost in the form of a lien against the Subject Property and may levy a special assessment in the manner provided by Minnesota Statutes Chapter 429.

Homeowner's acknowledges that the removal of the improvements from City Property shall constitute a benefit to the Subject Property for the purposes of Minnesota Statutes Chapter 429. Homeowner's hereby waives the right to object to the aforementioned special assessment pursuant to Minnesota Statutes Chapter 429.

4. **Successors and Assigns.** Subject to the termination provisions of this Agreement, this Agreement may be assigned to any successor or assign of any or all of the Homeowners or the City's interest in the Subject Property or City Property, respectively.
5. **Recording.** The Homeowner's shall pay the City of Baxter for recording this agreement among the land records for the property described above.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

CITY OF BAXTER

By _____
Its Mayor

By _____
Its City Clerk

HOMEOWNERS

By _____
Larry Herbst

By _____
Barbara Herbst

State of Minnesota)
)ss
County of Crow Wing)

The foregoing instrument was acknowledged before me this ____ of _____, 2016,
by Darrel Olson and Kelly Steele, the Mayor and City Clerk, respectively, of the City of Baxter,
a Minnesota Municipal corporation on behalf of the City.

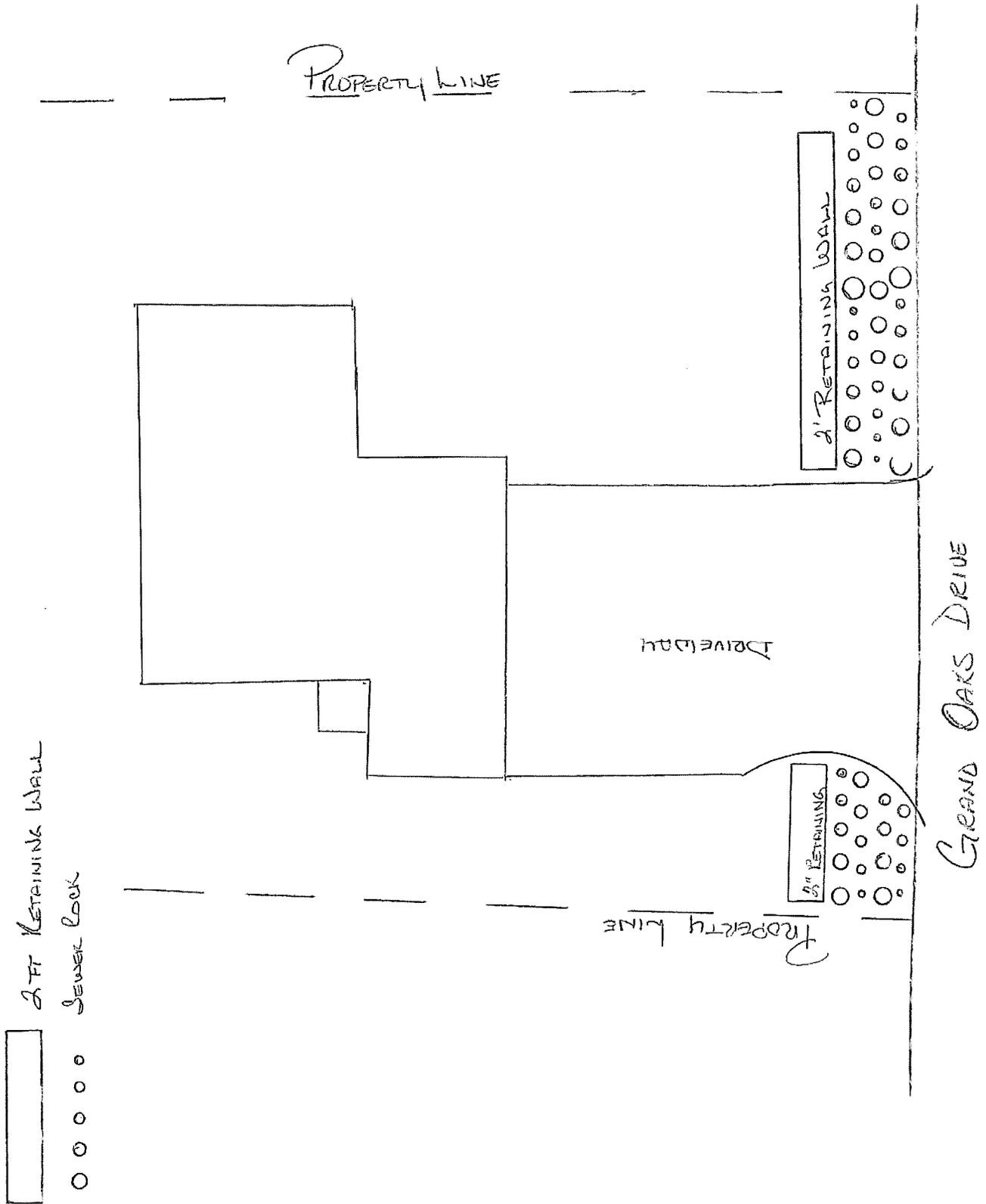
Notary Public

State of Minnesota)
)ss
County of Crow Wing)

The foregoing instrument was acknowledged before me this ____ of _____, 2016,
by Larry & Barbara Herbst, husband and wife, Homeowner's.

Notary Public

Drafted by:
The City of Baxter
13190 Memorywood Drive
Baxter, MN 56425
(218) 454-5100





14639 Grand Oaks Drive



1: 279

46.5 0 23.25 46.5 Feet

NAD_1983_HARN_Adj_MIN_Crow_Wing_Feet
City of Baxter

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Streets
- Locations
 - Current
 - Pending
 - Vacant
 - Retired
 - Other
- Parcels
- Land Use Cases
- Encumbrances
- Municipal Boundaries
- Historical Parcels
- 2013 Imagery
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

Notes

State Hwy 210



**AMENDMENT TO LIMITED USE AGREEMENT
(13760 Bluestem Ct.)**

THIS AGREEMENT made and entered into as the ___ day of _____, 2016 by and between the City of Baxter, a Minnesota municipal corporation ("City") and On the Wing Investments, LLC ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of land having a street address of 13760 Bluestem Ct. and legally described as follows":

Lot 1, Block 1, Fairview Office Park; and

WHEREAS, the City Council approved the installation and maintenance of a freestanding sign, interpretive sign, solar electric generation panels, and infiltration basin ("improvements") on adjacent **Fairview Road** right- of-way on **September 19, 2006** as set forth in the Limited Use Agreement filed for record on May 17, 2007 as Document A0729723; and

WHEREAS, the parties would like to amend said limited use agreement to further allow private landscaping improvements including plantings and landscaping rocks as depicted on Exhibit A attached hereto.

NOW, THEREFORE, it is stipulated and agreed by and between the parties hereto as follows:

1. **Other than the additional private improvements in the City Right of Way, which shall be allowed by the City subject to the terms of this Agreement, the terms of the original agreement remain unchanged and in full force and affect.**

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

CITY OF BAXTER

By _____
Its Mayor

By _____
Its City Clerk

DEVELOPER

By On the Wings Investments, LLC

By _____
Janelle R. Riley
Title: Chief Financial Manger

By _____
Title: _____



June 22, 2016

Anderson Brothers Construction
Attn: Darrel Thomas
P.O. Box 668
Brainerd, MN 56401

Re: Performance Bond No. 41BCSGP3049

Dear Mr. Thomas:

The Baxter City Council approved the final acceptance of the Exit Lakes Realty Improvement Project as per the developer's agreement at the June 21, 2016 council meeting.

The City of Baxter has received the Exit Lakes Realty Improvement Project As-Built Drawings, and all punch list items have been completed.

The City is releasing the Anderson Brothers Construction Company of Brainerd's, LLC Performance Bond No. 41BCSGP3049 for the Exit Lakes Realty Improvement Project. The terms of the Developers Agreement are complete and the project has been completed to City satisfaction.

If you have any questions or concerns regarding this matter, please feel free to contact the Public Works Department at (218) 454-5115.

Sincerely,

Kelly Steele
Assistant City Administrator/Clerk



June 22, 2016

Aldi Inc.
1200 North Kirk Road
Batavia, IL 60510

Re: Irrevocable Letter of Credit No. SLC304103

To Whom It May Concern:

The Baxter City Council approved the final acceptance of the Aldi Inc. Project as per the developer's agreement at the June 21, 2016 council meeting.

The City of Baxter has received the Aldi Inc. Project As-Built Drawings and all punch list items have been completed.

The City is releasing the Aldi Inc. Irrevocable Letter of Credit No. SLC304103. The terms of the Developer's Agreement are complete and the project has been completed to City satisfaction.

If you have any questions or concerns regarding this matter, please feel free to contact the Public Works Department at (218) 454-5115.

Sincerely,

Kelly Steele
Assistant City Administrator/Clerk

REQUEST FOR COUNCIL ACTION

06/21/16

Department Approval: Finance Director Vacinek 

Agenda Section: Consent

Approval Required: Simple Majority Vote of the Council

Item Description: Adopt Assessment Agreement for Lot 2, Block 3 Woodland Acres

BACKGROUND

The 2014 Woida, Wildflower, and Franklin Improvement project provided utility and street improvements to the subject parcel located on the 14900-block of Franklin Woida Road. Per city ordinance, developed parcels within the project area had one year to connect to city utilities. While many connected during the project, a handful remains as non-users after the deadline.

City Attorney Brad Person, in consultation with Finance Director Vacinek, has drafted the attached settlement agreement for the certification of a special assessment to the parcel for the related utility connection. Similar to the city's private utility connection financing program, the homeowner has obtained a contractor bid for the connection. In exchange for the initial financing of the connection, the homeowner agrees to repay the cost related to the connection, plus legal fees incurred as part of the non-user litigation, through a special assessment.

FINANCIAL IMPLICATIONS

The estimated \$5,790 assessment, comprising of the contractor connection bid and permits, legal fees, and administrative costs, will be assessed over five years at 5.50% interest annually, mirroring the city's private utility connection financing policy. When collected, the assessment principal and interest revenue will be deposited in the sanitary sewer enterprise fund, the fund that initially financed the costs.

STAFF RECOMMENDATION

City Attorney Person and Finance Director Vacinek recommend approval of the attached special assessment settlement agreement with Paul and Kerri Larson, currently a water and sewer non-user, for connection of the house on Lot 2, Block 3 Woodland Acres. Connection of the non-user to city utilities will be achieved with the special assessment settlement agreement and the city will recover the costs of the connection through collection of the special assessments over the next five years.

COUNCIL ACTION REQUESTED

Motion to authorize the execution of the attached special assessment settlement agreement for Lot 2, Block 3 Woodland Acres.

SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2016, by and between the City of Baxter, party of the first part, hereinafter referred to as the “City”, and Paul Larson and Kerri Larson, husband and wife, party of the second part, hereinafter referred to as “Homeowner”.

WITNESSETH:

WHEREAS, Homeowner is the owner of the residence located at 14981 Franklin Drive in the City of Baxter, Crow Wing County, Minnesota and legally described as:

Lot 2, Block 3, Woodland Acres; and

WHEREAS, Homeowner has failed to connect to city utilities as required by City Code. The Homeowner has obtained a bid from Tim Thompson Plumbing, hereinafter referred to as “Contractor”, for \$4,500 plus another \$440 in water meter and permit fees to complete this connection which includes any required permit fees and/or availability charges. In addition to this cost, or the actual final construction cost, the City shall require a \$850 legal and administrative fee and interest capitalized until this assessment is on the tax rolls in 2017; and

WHEREAS, the City has authorized the City Attorney to commence litigation to force a connection to city utilities regarding this and other similarly situated properties; and

WHEREAS, to avoid litigation, Homeowner has now agreed to connect to city utilities and agrees that the City shall pay the actual final construction cost and then assess this cost back against the property as set forth below.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1) Homeowner hereby agrees to hire the Contractor upon the terms set forth in the bid referenced above to hook-up to city water and sanitary sewer on or before August 1, 2016. Homeowner also acknowledges that any turf or landscaping restoration needed after this work is completed is not part of the bid and is the sole responsibility of the Homeowner. Homeowner also agrees to be responsible for the restoration, per city specifications, of any city right-of-way disturbed by the construction of this connection either through the Contractor’s bid or directly by the Homeowner.

2) Homeowner hereby agrees to pay, in addition to the actual water and sanitary sewer bill or any other connection charges due upon connection, an assessment of approximately \$5,790.00. The exact assessment shall be the sum of the actual construction cost (quoted amount set forth above), fees of \$850 (\$150 admin and \$700 legal fee), and capitalized interest as set forth above.

The Contractor shall not be paid nor this assessment processed until the City has inspected and approved the connection and the Homeowner has confirmed in writing that the work by Contractor was completed in a satisfactory manner, the final bill was appropriate and that he/she consents to the City paying the Contractor directly in their behalf and assessing that cost as set forth herein. This assessment shall be amortized over five years with interest accruing at 5.50% annually, the payment being due with the Homeowner’s first installment of real estate taxes in 2017.

3) The City is hereby authorized to certify the assessments to the County Auditor for collection against the real estate along with property taxes at the interest rates set forth in paragraph 2 above. This certification may be done by the City without further notice or consent of the Homeowner.

4) That in consideration of this Agreement, the City shall remove Homeowner as a named party regarding this pending litigation upon said connection.

5) This Agreement is a covenant and agreement which shall run with the land and bind the heirs, successors and assigns of the parties hereto as fully as the parties themselves are bound.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written.

CITY OF BAXTER:

By: _____
Darrel L. Olson
Its Mayor

Attest: _____
Kelly Steele
Its Asst. City Administrator/Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Darrel Olson and Kelly Steele, the Mayor and Asst. City Administrator/Clerk of the City of Baxter, a municipal corporation under the laws of Minnesota, on behalf of the corporation.

Notary Public

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-060**

**RESOLUTION ADOPTING ASSESSMENT FOR THE 2016 MILL & OVERLAY, FULL
DEPTH RECLAMATION AND TURN LANE IMPROVEMENT PROJECT,
MUNICIPAL PROJECT NUMBER 4416**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for Municipal Project Number 4416, the improvement of a mill and overlay of properties located on Cedardale Lane between north terminus and Highland Scenic Road (CSAH 48), Brentwood Road between Briarwood Lane and Cedardale Lane, Briarwood Lane between Brentwood Road and Brentwood Road, Birchdale Lane between west terminus and First Street, Ashdale Lane between Cedardale Lane and Highland Scenic Road (CSAH 48), Second Street between Cedardale Lane and Ashdale Lane, First Street between Cedardale Lane and Ashdale Lane, Maplewood Drive between Fairview Road and east terminus, Kenwood Drive between Sandstone Road and north terminus, Kenwood Court between west terminus and Kenwood Drive, Glenwood Drive between Madeline Drive and Excelsior Road, Madeline Drive between Fairview Road and Mary Street, John Street between Inglewood Drive and Madeline Drive, Mary Street between Inglewood Drive and Glenwood Drive; a full depth reclamation of properties located on Clearwater Road between Dellwood Drive and Golf Course Drive, Woida Road between TH 371 and Golf Course Drive; and turn lane improvements at the intersection of College Road and Cypress Drive.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of seven years for the mill and overlay and twelve years for the full depth reclamation, the first of the installments to be payable on or before the first Monday in January 2017, and shall bear interest at the rate of 4.75% per annum from the date of the adoption of this assessment resolution. To the assessment balance shall be added interest on the entire assessment from the date of this resolution until December 31, 2016. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time

thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year. Partial prepayment of assessments may be made within 30 days from adoption of this resolution.

4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Whereupon, said Resolution is hereby declared adopted on this 21th day of June, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal



June 1, 2016

Mayor and City Council
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

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

218.829.5117 
218.829.2517 

Brainerd@wsn.us.com 

WidethSmithNotling.com

Re: Award Recommendation
2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Improvements
Municipal Project Number 4416
WSN 0102B0379.000

Dear Mayor and City Council:

Pursuant to authority of the City Council and after proper legal advertisement, bids for the above referenced project were obtained at 11:00 A.M., in the Baxter City Hall on Tuesday, May 17, 2016.

The following two bids were received:

Tri-City Paving, Inc.	\$806,167.45
Anderson Brothers Construction Company	\$912,603.17

Engineer's Estimate	\$1,061,125.75
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All bids were conforming to the plans, specifications and advertisement and no errors were found. A discussion of the project costs and associated assessments is contained in our letter dated May 18, 2016.

Tri-City Paving, Inc.'s bid was significantly lower than the Engineer's Estimate and second low bid. This raised some concerns that something was possibly missed or the bid contained an error which led us to discuss this concern with Dan Surma from Tri-City Paving, Inc. Mr. Serma assured us their bid was correct and they intend to honor the unit bid prices (see attached email dated Monday May 23, 2016).

If the Council decides to move forward with the project after the assessment hearing, we recommend the contract be awarded to Tri-City Paving, Inc., the lowest responsive and responsible bidder, on the basis of the unit prices as listed in the Bid Form and Bid Tabulation. We have retained all bid bonds and the original bid forms of the two lowest bidders. The following are enclosed for the City's files:

- Copy of the Bid Tabulation
- Original bidding documents of the remaining bidder

If you have any questions regarding the award process, project costs or bids please do not hesitate to give us a call.

Sincerely,

WIDETH SMITH NOLTING

Aric Welch, P.E.

Enc.

Cc. Trevor Walter, City of Baxter
WSN File

Aric Welch

From: Dan <dan@tri-citypaving.com>
Sent: Monday, May 23, 2016 8:41 AM
To: Aric Welch
Subject: baxter overlays

We are enthusiastic and honored to accept the award of the 2016 mill and overlay project .
Thank you DANIEL J. SURMA VP

WIDSETH SMITH NOLTING
7804 Industrial Park Road, Baxter, MN 56425

TABULATION OF BIDS

NAME: 2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENT PROJECT
MUNICIPAL PROJECT NUMBER 4416

PHONE 218-829-5117

CLIENT: City of Baxter
PROJECT NO: 0102B0379.000

DATE: May 17, 2016
TIME: 11:00 A.M.

ITEM NO.

				ENGINEER'S ESTIMATE		Tri-City Paving, Inc. 13504 Haven Road P.O. Box 326 Little Falls, MN 56345		Anderson Brothers Construction Company of Brainerd LLC 11325 Highway 210 East, P.O. Box 668 Brainerd, MN 56401		
SPEC NO	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	2021.501	MOBILIZATION	1	LUMP SUM	\$35,500.00	\$35,500.00	\$35,000.00	\$35,000.00	\$42,000.00	\$42,000.00
2	2101.502	CLEARING	5	TREE	\$275.00	\$1,375.00	\$100.00	\$500.00	\$415.00	\$2,075.00
3	2101.507	GRUBBING	5	TREE	\$275.00	\$1,375.00	\$100.00	\$500.00	\$415.00	\$2,075.00
4	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	480	LIN FT	\$1.50	\$720.00	\$3.00	\$1,440.00	\$2.00	\$960.00
5	2104.501	REMOVE SEWER PIPE (STORM)	51	LIN FT	\$12.00	\$612.00	\$25.00	\$1,275.00	\$17.50	\$892.50
6	2104.501	REMOVE CURB AND GUTTER	1297	LIN FT	\$7.00	\$9,079.00	\$4.00	\$5,188.00	\$7.25	\$9,403.25
7	2104.501	REMOVE SANITARY SERVICE PIPE	46	LIN FT	\$8.00	\$368.00	\$25.00	\$1,150.00	\$13.25	\$609.50
8	2104.501	REMOVE WATER SERVICE PIPE	46	LIN FT	\$8.00	\$368.00	\$25.00	\$1,150.00	\$13.25	\$609.50
9	2104.505	REMOVE CONCRETE PAVEMENT	130	SQ YD	\$10.00	\$1,300.00	\$10.00	\$1,300.00	\$9.95	\$1,293.50
10	2104.505	REMOVE BITUMINOUS PAVEMENT	1850	SQ YD	\$5.00	\$9,250.00	\$1.00	\$1,850.00	\$3.90	\$7,215.00
11	2104.509	REMOVE CASTING	13	EACH	\$250.00	\$3,250.00	\$200.00	\$2,600.00	\$100.00	\$1,300.00
12	2104.509	REMOVE CURB STOP AND BOX	2	EACH	\$200.00	\$400.00	\$500.00	\$1,000.00	\$195.00	\$390.00
13	2104.509	REMOVE SANITARY CLEANOUT	2	EACH	\$200.00	\$400.00	\$500.00	\$1,000.00	\$165.00	\$330.00
14	2104.509	REMOVE DRAINAGE STRUCTURE	1	EACH	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$415.00	\$415.00
15	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	263	LIN FT	\$6.00	\$1,578.00	\$3.00	\$789.00	\$5.50	\$1,446.50
16	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2216	LIN FT	\$2.50	\$5,540.00	\$1.00	\$2,216.00	\$1.70	\$3,767.20
17	2104.523	SALVAGE SIGN TYPE C	4	EACH	\$35.00	\$140.00	\$30.00	\$120.00	\$33.00	\$132.00
18	2104.601	RELOCATE MAILBOXS AND SUPPORT	1	LUMP SUM	\$500.00	\$500.00	\$100.00	\$100.00	\$550.00	\$550.00
19	2104.601	RELOCATE BUILDING SIGN	1	LUMP SUM	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$6,750.00	\$6,750.00
20	2104.601	SALVAGE IRRIGATION EQUIPMENT	1	LUMP SUM	\$600.00	\$600.00	\$2,000.00	\$2,000.00	\$1,100.00	\$1,100.00
21	2105.501	COMMON EXCAVATION	1440	CU YD	\$14.00	\$20,160.00	\$10.00	\$14,400.00	\$13.75	\$19,800.00
22	2105.604	DITCH EXCAVATION	835	SQ YD	\$20.00	\$16,700.00	\$3.00	\$2,505.00	\$12.00	\$10,020.00
23	2211.503	AGGREGATE BASE (CV) CLASS 5	280	CU YD	\$25.00	\$7,000.00	\$20.00	\$5,600.00	\$28.50	\$7,980.00
24	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	20	ROAD STA	\$200.00	\$4,000.00	\$100.00	\$2,000.00	\$725.00	\$14,500.00
25	2123.610	STREET SWEEPER (TYPE WET PICKUP)	23	HOUR	\$125.00	\$2,875.00	\$50.00	\$1,150.00	\$125.00	\$2,875.00
26	2130.501	WATER	100	MGAL	\$40.00	\$4,000.00	\$10.00	\$1,000.00	\$50.00	\$5,000.00
27	2215.501	FULL DEPTH RECLAMATION	9460	SQ YD	\$2.00	\$18,920.00	\$1.00	\$9,460.00	\$1.05	\$9,933.00
28	2232.501	MILL BITUMINOUS SURFACE (1.5")	62338	SQ YD	\$2.75	\$171,429.50	\$1.00	\$62,338.00	\$1.10	\$68,571.80
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	68	SQ YD	\$12.00	\$816.00	\$10.00	\$680.00	\$53.00	\$3,604.00
30	2302.618	SPOT FULL DEPTH REPAIR	1010	SQ YD	\$15.00	\$15,150.00	\$10.00	\$10,100.00	\$40.00	\$40,400.00
31	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	7170	TON	\$52.50	\$376,425.00	\$40.00	\$286,800.00	\$43.00	\$308,310.00
32	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	2615	TON	\$55.00	\$143,825.00	\$47.00	\$122,905.00	\$48.00	\$125,520.00
33	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	47	LIN FT	\$32.00	\$1,504.00	\$50.00	\$2,350.00	\$65.00	\$3,055.00
34	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	51	LIN FT	\$35.00	\$1,785.00	\$50.00	\$2,550.00	\$65.00	\$3,315.00
35	2503.602	MANHOLE ADJUSTING RINGS	20	EACH	\$250.00	\$5,000.00	\$50.00	\$1,000.00	\$225.00	\$4,500.00
36	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	1	EACH	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$165.00	\$165.00
37	2503.602	CONNECT TO EXISTING WATER SERVICE	2	EACH	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$225.00	\$450.00
38	2504.601	INSTALL IRRIGATION EQUIPMENT	1	LUMP SUM	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$1,100.00	\$1,100.00
39	2504.602	ADJUST VALVE BOX	16	EACH	\$250.00	\$4,000.00	\$200.00	\$3,200.00	\$175.00	\$2,800.00
40	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	7.82	LIN FT	\$475.00	\$3,714.50	\$300.00	\$2,346.00	\$575.00	\$4,496.50
41	2506.516	CASTING ASSEMBLY (700-7)	6	EACH	\$750.00	\$4,500.00	\$750.00	\$4,500.00	\$500.00	\$3,000.00
42	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	12	EACH	\$500.00	\$6,000.00	\$500.00	\$6,000.00	\$1,050.00	\$12,600.00
43	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	23	EACH	\$800.00	\$18,400.00	\$500.00	\$11,500.00	\$500.00	\$11,500.00
44	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EACH	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$400.00	\$400.00
45	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	262	LIN FT	\$25.00	\$6,550.00	\$20.00	\$5,240.00	\$18.25	\$4,781.50
46	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	673	LIN FT	\$29.00	\$19,517.00	\$25.00	\$16,825.00	\$30.00	\$20,190.00
47	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	613	LIN FT	\$32.00	\$19,616.00	\$25.00	\$15,325.00	\$24.00	\$14,712.00
48	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	81	SQ YD	\$60.00	\$4,860.00	\$80.00	\$6,480.00	\$61.50	\$4,981.50

WIDSETH SMITH NOLTING
 7804 Industrial Park Road, Baxter, MN 56425
 PHONE 218-829-5117

TABULATION OF BIDS

NAME: 2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENT PROJECT
 MUNICIPAL PROJECT NUMBER 4416

CLIENT: City of Baxter
 PROJECT NO: 0102B0379.000

DATE: May 17, 2016
 TIME: 11:00 A.M.

ITEM NO.	SPEC NO	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	ENGINEER'S ESTIMATE		Tri-City Paving, Inc. 13504 Haven Road P.O. Box 326 Little Falls, MN 56345		Anderson Brothers Construction Company of Brainerd LLC 11325 Highway 210 East, P.O. Box 668 Brainerd, MN 56401	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
49	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	32	SQ YD	\$70.00	\$2,240.00	\$100.00	\$3,200.00	\$75.00	\$2,400.00
50	2531.603	CONCRETE GUTTER DESIGN SPECIAL	42	LIN FT	\$25.00	\$1,050.00	\$100.00	\$4,200.00	\$20.00	\$840.00
51	2531.604	8" CONCRETE VALLEY GUTTER	53	SQ YD	\$70.00	\$3,710.00	\$100.00	\$5,300.00	\$85.00	\$4,505.00
52	2531.618	TRUNCATED DOMES	108	SQ FT	\$45.00	\$4,860.00	\$50.00	\$5,400.00	\$50.00	\$5,400.00
53	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$17,500.00	\$17,500.00	\$12,000.00	\$12,000.00	\$11,000.00	\$11,000.00
54	2564.550	DELINEATOR TYPE X4-13	16	EACH	\$125.00	\$2,000.00	\$85.00	\$1,360.00	\$94.00	\$1,504.00
55	2564.602	INSTALL SIGN	4	EACH	\$150.00	\$600.00	\$100.00	\$400.00	\$110.00	\$440.00
56	2565.602	RIGID PVC LOOP DETECTOR 6'X6'	6	EACH	\$1,200.00	\$7,200.00	\$1,000.00	\$6,000.00	\$1,100.00	\$6,600.00
57	2571.502	DECIDUOUS TREE 10' HT B&B	5	TREE	\$750.00	\$3,750.00	\$700.00	\$3,500.00	\$650.00	\$3,250.00
58	2573.530	STORM DRAIN INLET PROTECTION	26	EACH	\$125.00	\$3,250.00	\$120.00	\$3,120.00	\$140.00	\$3,640.00
59	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	400	LIN FT	\$5.00	\$2,000.00	\$5.00	\$2,000.00	\$4.25	\$1,700.00
60	2573.535	STABILIZED CONSTRUCTION EXIT	2	LUMP SUM	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00
61	2574.525	SCREENED TOPSOIL BORROW (LV)	655	CU YD	\$25.00	\$16,375.00	\$30.00	\$19,650.00	\$38.00	\$24,890.00
62	2575.505	SODDING TYPE LAWN	937	SQ YD	\$6.00	\$5,622.00	\$6.00	\$5,622.00	\$6.60	\$6,184.20
63	2575.604	SITE RESTORATION	9414	SQ YD	\$1.75	\$16,474.50	\$4.50	\$42,363.00	\$3.20	\$30,124.80
64	2582.501	PAVEMENT MESSAGE PAINT	190	SQ FT	\$12.50	\$2,375.00	\$5.25	\$997.50	\$5.50	\$1,045.00
65	2582.502	4" SOLID LINE PAINT	2495	LIN FT	\$0.50	\$1,247.50	\$0.45	\$1,122.75	\$0.50	\$1,247.50
66	2582.502	8" SOLID LINE PAINT	204	LIN FT	\$1.00	\$204.00	\$1.50	\$306.00	\$1.65	\$336.60
67	2582.502	12" SOLID LINE PAINT	125	LIN FT	\$2.75	\$343.75	\$4.00	\$500.00	\$4.40	\$550.00
68	2582.502	4" BROKEN LINE PAINT	3274	LIN FT	\$0.50	\$1,637.00	\$0.30	\$982.20	\$0.33	\$1,080.42
69	2582.502	4" DOUBLE SOLID LINE PAINT	8270	LIN FT	\$0.50	\$4,135.00	\$0.60	\$4,962.00	\$0.62	\$5,127.40
70	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	46	LIN FT	\$25.00	\$1,150.00	\$50.00	\$2,300.00	\$57.50	\$2,645.00
71	2611.4D	1-1/2" CURB STOP & BOX	2	EACH	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$525.00	\$1,050.00
72	2621.4F	6" PVC SERVICE PIPE (SCH 40)	46	LIN FT	\$25.00	\$1,150.00	\$50.00	\$2,300.00	\$62.00	\$2,852.00
73	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	2	EACH	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$275.00	\$550.00
74	2621.4H	1' MANHOLE CONCRETE SECTION	1	EACH	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$635.00	\$635.00
75	-	SCOURSTOP TRANSITION MAT	11	SQ YD	\$100.00	\$1,100.00	\$150.00	\$1,650.00	\$12.00	\$132.00

TOTAL

\$1,061,125.75

\$806,167.45

\$912,603.17

I hereby certify that this tabulation is a true and correct copy of the bids for the
 2016 Mill and Overlay, Full Depth Reclamation and Turn Lane Improvement Project
 Municipal Project Number 4416


 NAME: Aric Welch

41983
 REG. NO.

May 17, 2016
 DATE

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-061**

**RESOLUTION ACCEPTING BID FOR THE 2016 MILL AND OVERLAY, FULL
DEPTH RECLAMATION AND TURN LANE IMPROVEMENT PROJECT,
MUNICIPAL PROJECT NUMBER 4416**

WHEREAS, pursuant to an advertisement for bids for Municipal Project Number 4416, for the proposed improvement of a mill and overlay of properties located on Cedardale Lane between north terminus and Highland Scenic Road (CSAH 48), Brentwood Road between Briarwood Lane and Cedardale Lane, Briarwood Lane between Brentwood Road and Brentwood Road, Birchdale Lane between west terminus and First Street, Ashdale Lane between Cedardale Lane and Highland Scenic Road (CSAH 48), Second Street between Cedardale Lane and Ashdale Lane, First Street between Cedardale Lane and Ashdale Lane, Maplewood Drive between Fairview Road and east terminus, Kenwood Drive between Sandstone Road and north terminus, Kenwood Court between west terminus and Kenwood Drive, Glenwood Drive between Madeline Drive and Excelsior Road, Madeline Drive between Fairview Road and Mary Street, John Street between Inglewood Drive and Madeline Drive, Mary Street between Inglewood Drive and Glenwood Drive; a full depth reclamation of properties located on Clearwater Road between Dellwood Drive and Golf Course Drive, Woida Road between TH 371 and Golf Course Drive; and turn lane improvements at the intersection of College Road and Cypress Drive bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Anderson Brothers Construction Company of Brainerd, LLC \$912,603.17
Tri-City Paving, Inc. \$806,167.45

AND WHEREAS, it appears that Tri-City Paving, Inc. is the lowest responsible bidder.

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

1. The mayor and clerk are hereby authorized and directed to enter into a contract with Tri-City Paving, Inc. in the name of the City of Baxter for the improvement of a mill and overlay of properties located on Cedardale Lane between north terminus and Highland Scenic Road (CSAH 48), Brentwood Road between Briarwood Lane and Cedardale Lane, Briarwood Lane between Brentwood Road and Brentwood Road, Birchdale Lane between west terminus and First Street, Ashdale Lane between Cedardale Lane and Highland Scenic Road (CSAH 48), Second Street between Cedardale Lane and Ashdale Lane, First Street between Cedardale Lane and Ashdale Lane, Maplewood Drive between Fairview Road and east terminus, Kenwood Drive between Sandstone Road and north terminus, Kenwood Court between west terminus and Kenwood Drive, Glenwood Drive between Madeline Drive and Excelsior Road, Madeline Drive between Fairview Road and Mary Street, John Street between Inglewood Drive and Madeline Drive,

Mary Street between Inglewood Drive and Glenwood Drive; a full depth reclamation of properties located on Clearwater Road between Dellwood Drive and Golf Course Drive, Woida Road between TH 371 and Golf Course Drive; and turn lane improvements at the intersection of College Road and Cypress Drive according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.

2. The city clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Whereupon, said Resolution is hereby declared adopted on this 21th day of June 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

REQUEST FOR COUNCIL ACTION

June 21, 2016

Department Origination: Administration

Agenda Section: Consent

Agenda Item: Approve Tobacco Licenses for the Period July 1, 2016 through June 30, 2017

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

The businesses listed below have submitted license application materials, paid the annual license fee, pass a background check, and are eligible for a tobacco license.

FINANCIAL IMPLICATIONS

The cost of administering the issuance of the tobacco licenses is offset by the application fee.

STAFF RECOMMENDATIONS

Staff recommends Council approve the issuance of tobacco licenses

1. Baxter Liquor Mart
2. S&R Quisberg, Inc., d/b/a Baxter Cub Foods
3. Corbons Incorporated d/b/a Cash Wise Liquor
4. ADA Inc., d/b/a College Square
5. Holiday Stationstores Inc., d/b/a Holiday Stationstore #369
6. Holiday Stationstores Inc., d/b/a Holiday Stationstore #51
7. Fleet & Farm of Green Bay Inc., d/b/a Mills Gas Mart
8. Fleet & Farm of Green Bay Inc., d/b/a Mills Fleet Farm
9. Miner's Inc., d/b/a Super One Foods
10. Hollco Inc., d/b/a Superamerica #4881
11. Hollco Inc., d/b/a Superamerica #4882
12. Westside Liquor
13. King Tobacco
14. Restyle LLC d/b/a Pure Xhale
15. Northern Tier Retail, LLC d/b/a SuperAmerica #4544
16. Super One Liquor, LLC
17. Vapor North
18. Walmart

COUNCIL ACTION REQUESTED

Motion to approve tobacco licenses for the period of July 1, 2016 through June 30, 2017 for the following businesses:

1. Baxter Liquor Mart
2. S&R Quisberg, Inc., d/b/a Baxter Cub Foods
3. Corbons Incorporated d/b/a Cash Wise Liquor

4. ADA Inc., d/b/a College Square
5. Holiday Stationstores Inc., d/b/a Holiday Stationstore #369
6. Holiday Stationstores Inc., d/b/a Holiday Stationstore #51
7. Fleet & Farm of Green Bay Inc., d/b/a Mills Gas Mart
8. Fleet & Farm of Green Bay Inc., d/b/a Mills Fleet Farm
9. Miner's Inc., d/b/a Super One Foods
10. Hollco Inc., d/b/a Superamerica #4881
11. Hollco Inc., d/b/a Superamerica #4882
12. Westside Discount Liquor
13. King Tobacco
14. Restyle LLC d/b/a Pure Xhale
15. Northern Tier Retail, LLC d/b/a SuperAmerica #4544
16. Super One Liquor, LLC
17. Vapor North
18. Walmart

**CITY OF BAXTER, MINNESOTA
ORDINANCE 2016-035**

AN ORDINANCE AMENDING TITLE 10 ZONING REGULATIONS, CHAPTER 3 TO ADD A NEW ZONING DISTRICT UNDER ARTICLE J, NAMED CI, ANNEXED COMMERCIAL INDUSTRIAL AND AN ORDINANCE AMENDING THE CITY'S OFFICIAL ZONING MAP, WHICH IS ADOPTED AS ORDINANCE, PURSUANT TO TITLE 10, CHAPTER 3-2 OF THE CITY CODE TO CLASSIFY CERTAIN LAND THAT WAS RECENTLY ANNEXED INTO THE CITY OF BAXTER LOCATED ON THE EAST AND WEST SIDES OF INGLEWOOD DRIVE BETWEEN PINE BEACH ROAD AND WOIDA ROAD (CITY FILE NUMBER 2016-16)

THE CITY OF BAXTER ORDAINS:

SECTION 1. Amendments. The text of Title 10 (Zoning Regulations) of the Baxter City Code, Chapter 3, Article J, is hereby amended by ~~deleting~~ the stricken material and adding the underlined material as follows:

Article J. CI Annexed Commercial Industrial District

10-3J-1: PERMITTED USES:

Civic buildings, city halls, fire stations, public works and the like.

Commercial recreation, indoor (e.g., bowling alleys, roller rinks and the like).

Contractor operations, lumberyard/building material sales and the like.

Essential services and structures.

Food processing or ice, cold storage plants, bottling works and the like.

Laboratories and research facilities.

Laundry, dry cleaning and dyeing plants.

Manufacturing or assembly of products that produces no exterior noise, glare, fumes, byproducts or wastes or creates other objectionable impact on the environment.

Motor vehicle detailing shops.

Offices, professional and medical.

Radio and television stations or studios.

Studios; art.

Warehousing, wholesale offices and showrooms, excluding explosives and hazardous waste.

The following uses with a ground floor footprint of thirty thousand (30,000) square feet or less:

Bakeries; retail.

Banks, savings and loans, credit unions and the like (without drive-through).

Barbershops, beauty shops; other personal service uses.

Civic buildings such as city halls, fire stations and the like (without outside storage).

Clinics including multispecialty outpatient clinic.

Convenience stores (without motor fuel stations).

Copy/printing services (excluding printing presses and publishing facilities).

Drugstores and pharmacies (without drive-through).

Dry cleaning and laundry pick ups, self-service laundromats, incidental pressing, tailoring, repair and the like (without dry cleaning processing).

Essential services.

Fitness centers and fitness related studios such as karate, yoga, dance and the like (less than 5,000 square feet in size).

Florists, hobby, craft or variety stores and the like.

Hardware stores.

Restaurants (without drive-through).

Studios; art related.

Retail goods and services of a similar nature, as determined by the zoning administrator.

10-3X-2: ACCESSORY USES:

No accessory structure or use of land shall be permitted except for one or more of the following uses:

Accessory uses incidental and customary to uses allowed in section 10-3I-1 of this article in

the I district, including retail, shall not occupy more than thirty percent (30%) of the gross floor area of the principal use.

Accessory structures as regulated by section 10-5-9, "Accessory Structures", of this title.

Adult use, accessory pursuant to title 3, chapter 4 of this code.

Off street parking, loading and service entrances as regulated in sections 10-5-2, "Off Street Parking", and 10-5-3, "Loading Spaces", of this title.

Signs as regulated by section 10-5-1, "Signs", of this title. (Ord. 2014-19, 6-17-2014)

Wireless communications towers as accessory to a permitted principal use subject to title 9, chapter 4 of this code including section 9-4-3 of this code. (Ord. 2013-20, 11-19-2013)

10-3X-3: CONDITIONAL USES:

The following are conditional uses, subject to the conditions outlined in section 10-7-4 of this title and the specific standards and criteria that may be cited for a specific use:

Adult use, principal pursuant to title 3, chapter 4 of this code.

Car washes.

- A. The site shall provide stacking space for the car wash. The amount of stacking space shall take into account the type of car wash and the amount of time it takes to wash a vehicle. Stacking spaces shall not interfere with parking spaces or traffic circulation.
- B. The exit from the car wash shall have a drainage system which is subject to the approval of the city and gives special consideration to the prevention of ice buildup during winter months.
- C. Hours of operation shall be limited to between seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. daily.
- D. A bypass lane shall be provided for each drive-through use, allowing cars to leave the drive-through lane from the stacking area.

Daycare facility provided:

- A. Unless exempted by the zoning administrator, where an outdoor play area of a daycare facility abuts any commercial or industrial use or zone, or public right of way, the daycare facility shall provide screening along the shared boundary of such uses, zones or public rights of way. All of the required fencing and screening shall comply with section 10-4-8, "Screening/Landscaping/Fencing", of this title.
- B. There shall be adequate off street parking which shall be located separately from any outdoor play area. Parking areas shall be screened from view of surrounding and adjoining residential uses in compliance with section 10-5-2, "Off Street Parking", of this title.

- C. When a daycare facility is an accessory use within a structure containing another principal use, parking for each use shall be calculated separately for determining the total off street parking spaces required. An exception to this requirement may be granted by the zoning administrator in instances where no increase in off street parking demand will result.
- D. Off street loading space in compliance with section 10-5-3, "Loading Spaces", of this title.
- E. All signing and informational or visual communication devices shall be in compliance with section 10-5-1, "Signs", of this title.
- F. The structure and operation shall be in compliance with state of Minnesota department of human services regulations and shall be licensed accordingly.

Ministorage/self-storage facilities:

- A. Units are to be used for dead storage only. Units are not to be used for retailing, auto repair, human habitation, or any commercial activity, except as allowed by this section.
- B. Combining office and/or retail space with a self-service storage facility may be allowed by conditional use permit.
- C. Storage of hazardous or flammable materials is prohibited.
- D. No exterior storage is allowed.
- E. The facility shall be secured by either the walls of the structure and/or fencing. All doors on the units shall face inward and away from the street and property lines.
- F. An on site manager is allowed only where adequate sanitary facilities are provided, either through use of a septic system or through connection to the public sanitary sewer system.

Motor fuel stations in compliance with section 10-5-8, "Motor Fuel Stations", of this title and the following:

- A. Application Requirements: That the area and location of space devoted to nonautomotive merchandise sales shall be specified in the application and in the conditional use permit. Exterior sales or storage shall be only as allowed by the conditional use permit and shall be limited to ten percent (10%) of the gross floor area of its associated principal use.
- B. Separation Of Spaces: The off street loading space(s) and building access for delivery of goods shall be separate from customer parking and entrances and shall not cause conflicts with customer vehicles and pedestrian movements.
- C. Installations: Motor fuel facilities shall be installed in accordance with state and city standards. Additionally, adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps. Underground fuel storage tanks are to be

positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access and other activities on the site. Fuel pumps shall be installed on pump islands.

D. Compliance: All buildings, canopies, and pump islands shall be located to comply with the minimum setback requirements of the C1 district.

E. Canopy Lighting: All canopy lighting for motor fuel station pump islands shall be recessed or shielded to provide a ninety degree (90°) cutoff. Illumination levels for pump islands shall not exceed thirty (30) foot-candles.

F. Litter Control: The operation shall be responsible for litter control within three hundred feet (300') of the premises and litter control is to occur on a daily basis. Trash receptacles must be provided at a convenient location on site to facilitate litter control.

Motor vehicle, boat or equipment repair.

A. All servicing of vehicles and equipment shall occur entirely within the principal structure.

B. To the extent required by state law and regulations, painting shall be conducted in an approved paint booth, which thoroughly controls the emission of fumes, dust, or other particulated matter.

C. Storage and use of all flammable materials, including liquid and rags, shall conform with applicable provisions of the Minnesota uniform fire code.

D. Parking, driveway, and circulation standards and requirements shall be subject to sections 10-5-2, "Off Street Parking", and 10-5-3, "Loading Spaces", of this title and the review and approval of the city and shall be based upon the specific needs of the operation and shall accommodate large vehicle equipment and semitrailer/tractor trucks.

E. The storage of damaged vehicles and vehicle parts and accessory equipment must be completely inside a principal or accessory building.

F. The sale of products other than those specifically mentioned in this subsection 10-31-2A shall be subject to a separate conditional use permit.

Open storage in a side or rear yard, accessory to a principal use.

A. All applicable federal, state and/or county permits are obtained.

B. Storage area is blacktop or concrete surfaced unless specifically approved by the city council.

C. The storage area does not take up parking space or loading space as required for conformity to this chapter.

D. The storage area is screened from public streets and surrounding properties.

Veterinary: related indoor kennels provided:

- A. All pens or cages must be completely enclosed within a building with the exception of incidental run areas that shall be limited to ten percent (10%) of the gross floor area of its associated principal use, to a maximum of five thousand (5,000) square feet.
- B. All indoor activities shall include soundproofing and odor control.
- C. When abutting a residential use or district, the property shall be screened and landscaped in accordance with section 10-4-8, "Screening/Landscaping/Fencing", of this title.

Wireless communication towers as accessory to a permitted principal use subject to title 9, chapter 4 of this code. (Ord. 2014-19, 6-17-2014)

10-3X-4: INTERIM USES:  

The following are interim uses, subject to the conditions outlined in chapter 7 of this title, interim uses and the specific standards and criteria that may be cited for a specific use:

Buildings temporarily located for purposes of construction on the premises for a period not to exceed time necessary to complete said construction.

- A. All building and safety codes are met. (Ord. 2013-20, 11-19-2013)

10-3X-5: LOT AREA, HEIGHT, LOT WIDTH, AND YARD REQUIREMENTS:  

- A. Minimum Area Requirements: The following requirements shall be required in the I district. New development shall only be allowed when a full range of municipal services and facilities are available to serve the site. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter. Existing buildings on private well and septic systems may be allowed to expand up to 20 percent of the total ground floor area that existed on the property, as of the date of this chapter, provided that all other requirements of the City Code are met with the expansion.

-	<u>With Public Sewer And Water</u>
<u>Minimum lot size</u>	<u>20,000 square feet</u>
<u>Minimum lot width</u>	<u>100 feet interior</u>

		<u>120 feet corner</u>
<u>Minimum principal structure setbacks:</u>		-
-	<u>Front yard</u>	<u>35 feet</u>
-	<u>Side yard</u>	<u>10 feet interior</u> <u>35 feet abutting</u> <u>corner</u>
-	<u>Rear yard</u>	<u>30 feet</u>
<u>Accessory structures</u>		<u>10 feet</u>
<u>Maximum lot coverage</u>		<u>50 percent</u>
<u>Maximum building height</u>		<u>45 feet</u>
<u>Maximum impervious surface (other than shore land overlay district)</u>		<u>88 percent</u>
<u>Maximum impervious surface (shore land overlay district)</u>		<u>25 percent</u>

B. Fence, Screen Required: Whenever a CI district abuts an R district, a fence or compact evergreen screen is required pursuant to section 10-4-8, "Screening/Landscaping/Fencing", of this title. (Ord. 2014-19, 6-17-2014)

SECTION 2. Amendment of the City Code. Title 10 of the Zoning Ordinance of the City Code of the City of Baxter, Minnesota, is hereby amended to establish zoning for the newly annexed land into the City of Baxter as follows:

The following properties are hereby zoned RS, Special Residential Cluster,

0324400090A0009 030364100F00009 030364100C00009
030361100BE0009 032440020090009 030364100B00009
030364100D00009 032440020080009 030364100A00009
030364100E00009

The following properties are hereby zoned R-2, Medium Density Residential,

030312200AA0009 030312200BAC009 030312200CCC009
030312300AB0009 030312300AA0009 030312300B00009
0303123200000009 030313300B00009 030313300ABC009
030313300ABD009

The following properties are hereby zoned CI, Commercial Industrial,

030361100B00009	030361100BA0009	030361100A00009
030361100C00009	030361100BB0009	030361100BC0009
030361100BD0009	030312200CCB009	030312200CB0009
030312200BB0009	030312200BAC009	030312200AA0009
030312200CD0009	030312200CCC009	

Section 3. Effective Date. This amendment shall take effect upon its passage.

Whereupon, said Ordinance is hereby declared adopted on this 21st day of June, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
ORDINANCE 2016-036**

SUMMARY OF ORDINANCE NO. 2016-035

AN ORDINANCE AMENDING TITLE 10 ZONING REGULATIONS OF THE BAXTER CITY CODE TO ALLOW A NEW ZONING DISTRICT NAMED CI, ANNEXED COMMERCIAL INDUSTRIAL AND AN ORDINANCE AMENDING THE CITY'S OFFICIAL ZONING MAP (CITY FILE NUMBER 2016-16)

This ordinance amends the text of Title 10 Zoning Regulations, Chapter 3, to add a new Article J, named CI, Annexed Commercial Industrial. The ordinance contains permitted uses, accessory uses, conditional uses, interim uses, and lot and building standards for the district.

This ordinance amends the City's Official Zoning Map, which is adopted as ordinance, pursuant to Title 10, Chapter 3-2 of the City Code to classify land that was recently annexed into the City of Baxter Located on the East and West Sides of Inglewood Drive Between Pine Beach Road and Wolda Road.

A printed copy of the entire amended ordinance and zoning map is available for inspection by any person at City Hall during the City Clerk's regular office hours.

Whereupon, said Ordinance is hereby declared adopted on this 21st day of June 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-062**

**A RESOLUTION APPROVING FINDINGS OF FACT FOR AN ORDINANCE AMENDING
TITLE 10 ZONING REGULATIONS, CHAPTER 3 TO ADD A NEW ZONING DISTRICT
UNDER ARTICLE J, NAMED CI, ANNEXED COMMERCIAL INDUSTRIAL AND AN
ORDINANCE AMENDING THE CITY'S OFFICIAL ZONING MAP, WHICH IS ADOPTED AS
ORDINANCE, PURSUANT TO TITLE 10, CHAPTER 3-2 OF THE CITY CODE TO CLASSIFY
CERTAIN LAND THAT WAS RECENTLY ANNEXED INTO THE CITY OF BAXTER
LOCATED ON THE EAST AND WEST SIDES OF INGLEWOOD DRIVE BETWEEN PINE
BEACH ROAD AND WOIDA ROAD (CITY FILE NUMBER 2016-16)**

WHEREAS, the City of Baxter initiated zoning amendments to establish zoning for recently annexed land into the City of Baxter and to establish a new CI, Annexed Commercial Industrial zoning district; and

WHEREAS, The City of Baxter approved a Comprehensive Plan Amendment related, which established future land use designations related to the subject properties on May 17, 2016; and

WHEREAS, the zoning amendments would be consistent with the Comprehensive Plan and other City policies and goals; and

WHEREAS, the Planning Commission has reviewed the proposed zoning amendments at a duly called public hearing and recommends approval;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA, that it should and hereby does approve the amendments, based upon the finding the following findings:

1. That the proposed amendments would be consistent with State law and the City's Comprehensive Plan, and compatible with other provisions of the City Code.
2. The zoning standards have a substantial impact on development in the City.
3. Zoning standards provide design guidelines and improvement requirements to protect the public health, safety and welfare.

Whereupon, said Resolution is hereby declared adopted on this 21st day of June 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
ORDINANCE 2016-037**

AN ORDINANCE AMENDING THE CITY’S OFFICIAL ZONING MAP, WHICH IS ADOPTED AS ORDINANCE, PURSUANT TO TITLE 10, CHAPTER 3-2 OF THE CITY CODE TO RECLASSIFY CERTAIN LAND LOCATED AT 13401 BIRCH DRIVE (CITY FILE 16-15)

THE CITY OF BAXTER ORDAINS:

SECTION 1. Amendment of City Code. Title 10 of the Zoning Ordinance of the City Code of the City of Baxter, Minnesota, is hereby amended by changing the classification on the City of Baxter Zoning Map from R-1 (Low Density Residential) to PUD (Planned Unit Development) for property legally described as follows:

THAT PT OF N 1/2 OF NW1/4 OF SE1/4 SEC 8 DESC AS FOL: BEG AT THE I/M AT THE SW COR OF BIRCH DR FIRST ADDITION TO BAXTER GREENWOOD ACRES THEN N 3D 8'29" W ASSM BEAR 203.51FT ALG THE W LINE OF SD BIRCH DR TO AN I/M THEN S 85D 28'47" W 340.10FT TO AN I/M THEN S 3D 8'29" E 195.33FT TO AN I/M ON THE S LINE OF SD N 1/2 NWSE THEN N 86D 51'31" E 340FT ALG THE S LINE OF SD N 1/2 NWSE TO THE POB, TOWNSHIP 133, RANGE 28, SECTION 8, CROW WING COUNTY, MINNESOTA.

SECTION 3. Effective Date. This amendment shall take effect upon its passage.

WHEREUPON, said Ordinance is hereby declared adopted on this 21st day of June, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-063**

**RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT (PUD) GENERAL PLAN TO
ALLOW A KIDS RESILIENCE PROGRAM SERVING UP TO 12 CHILDREN AGES 10 TO 14
LOCATED AT 13401 BIRCH DRIVE (CITY FILE 16-15)**

WHEREAS, Lutheran Social Services ("the applicant") has requested approval of a Planned Unit Development (PUD) General Plan for property legally described as follows:

THAT PT OF N 1/2 OF NW1/4 OF SE1/4 SEC 8 DESC AS FOL: BEG AT THE I/M AT THE SW COR OF BIRCH DR FIRST ADDITION TO BAXTER GREENWOOD ACRES THEN N 3D 8'29" W ASSM BEAR 203.51FT ALG THE W LINE OF SD BIRCH DR TO AN I/M THEN S 85D 28'47" W 340.10FT TO AN I/M THEN S 3D 8'29" E 195.33FT TO AN I/M ON THE S LINE OF SD N 1/2 NWSE THEN N 86D 51'31" E 340FT ALG THE S LINE OF SD N 1/2 NWSE TO THE POB, TOWNSHIP 133, RANGE 28, SECTION 8, CROW WING COUNTY, MINNESOTA.

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on June 14, 2016 and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their June 21, 2016 meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA, that it should and hereby does approve the request for a Planned Unit Development General Plan, based on the finding that the standards in Title 10 of the Baxter Zoning Ordinance are met. Specifically:

1. The PUD is consistent with the City's Comprehensive Plan; and
2. With the conditions in this resolution, the PUD is consistent with the zoning ordinance requirements; and
3. The PUD does not violate any local, state or federally adopted law, ordinance, regulation, plan or policy.

BE IT FURTHER RESOLVED that the following conditions of approval shall be met:

1. A PUD general plan is approved to allow a kids resiliency program serving up to 12 children, ages 10 to 14 years old, as a principal use plus all the permitted, accessory, and interim uses allowed in the R-1 district as permitted uses, according to the application and plans received by the city on May 10, 2016 except as amended by this resolution.

2. Approval of this PUD general plan is contingent upon city approval of the associated rezoning.
3. Development standards shall be as indicated on the application dated May 10, 2016, except as amended by this resolution.
4. Parking shall be limited to the designated parking area on site and no parking shall occur on the street at any time.
5. The primary transportation of children to and from the site shall be provided by LSS, through van/bus.
6. There shall be no overnight operation of the facility.
7. As no construction is proposed as part of this PUD general plan, no PUD final plan shall be required. Any subsequent modifications proposed, other than those considered interior finishes or normal repair and maintenance, shall require amendment of the planned unit development general plan.
8. All SAC and WAC fees shall be paid in full prior to beginning operations.
9. Approval shall expire within one year of the date of approval unless the applicant commences the authorized use and completes the required improvements.

Whereupon, said Resolution is hereby declared adopted on this 21st day of June 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal