



BAXTER CITY COUNCIL AGENDA

Tuesday, September 20, 2016

The regular meeting of the Baxter City Council will be held on Tuesday, September 20, 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 September 6, 2016 (pp. 5-9).
- B. Approve City Council Work Session Minutes from September 6, 2016 (pp. 10-11).
- C. Approve City Council Budget Work Session Minutes from August 30, 2016 (pp. 12-13).
- D. Approve the Payment of Bills and Finance Report (Addendum A).
- E. Accept Planning & Zoning Commission Minutes from September 13, 2016 (pp. 16-17).
- F. Approve Agreement between Minnesota State Colleges and Universities, Central Lakes College, and the City of Baxter for Student Supervised Pre-Internship Training (pp. 18-21).
- G. Approve Animal Control Agreement with Animal Control Enforcement Services (Don Hannahs) for 2017 (pp. 22-24).
- H. Approve the sale of the 2010 Chevy Impala (pp. 25).

- I. Approve Temporary Liquor License for the Brainerd American Legion event on September 29, 2016 (pp. 26).
- J. Renew the National Joint Powers Alliance Health Partners Health Insurance Contract for 2017 and Authorize Execution of the Contracts (pp. 27-28).
- K. Adopt Resolution No. 2016-078 Setting the Preliminary 2017 Property Tax Levy at \$5,807,000 (pp. 29-32).
- L. Adopt Resolution No. 2016-079 Approving the Preliminary 2017 Governmental Funds Budget (pp. 33-60).
- M. Set the Public Information Meeting to Review the 2017 Budget and Levy with Public Testimony for Monday, December 5, 2016 at 6:00 p.m.
- N. Approve Resolution No. 2016-080 Approving a revised tree removal plan for a conditional use permit for forestland conversion to allow tree clearing on property located between Homestead Drive and Isle Drive (pp. 61-65).
- O. Approve the Final Pay Estimate No. 4 for the Oscar Kristofferson Picnic Pavilion to Baratto Brothers Construction in the amount of \$18,900.00 and start the one-year Warranty period as of September 6, 2016 (pp. 66-74).
- P. Accept the Jack Pine Brewery Development Agreement (pp. 75-138).
- Q. Approve Tanner Agreement (pp. 139-145).
- R. Approve Resolution 2016-081 Vacating Property and Deed to MnDot (pp. 146-163).
- S. Accept Utilities Commission Minutes from September 7, 2016 (pp. 164-178).
 - 1. Direct staff to remove the existing Bypass Lane sign for northbound traffic located south of the intersection on Dellwood Drive and Novotny Road and replace with “Right Turn Lane & Bypass” sign with the addition of orange flagging over the top of the new signage (See page 2 of Utilities Commission Minutes).
 - 2. Approve the DSG Partial Pay Estimate No. 1 in the amount of \$619,940.43 for the 2016 Fixed Network Water Meter Replacement Project (pp. 179-184).
 - 3. Approve the Anderson Brothers Change Order No.1 in the increased amount of \$9,799.20 for the 2016 Fairview Road Improvements Project (pp. 185).
 - 4. Approve the Anderson Brothers Partial Pay Estimate No. 3 in the amount of \$470,068.12 for the 2016 Fairview Road Improvements Project (pp. 186-188).

5. Approve the SEH Construction Services Fee Increase Request in the not to exceed amount of \$20,272.00 for the 2016 Fairview Road Improvements Project (pp. 189-194).
 6. Approve the SEH Agreement for Professional Services in the not to exceed amount of \$237,407.00 for the 2018 Cypress Drive Improvements Project from College Road to Excelsior Road (pp. 195-212).
 7. Approve the Anderson Brothers Change Order No. 1 in the increased amount of \$12,947.34 for the 2016 Golf Course Drive Improvements Project (pp. 213-216).
 8. Approve the Anderson Brothers Partial Pay Estimate No. 1 in the amount of \$422,941.94 for the 2016 Golf Course Drive Improvements Project (pp. 217-218).
 9. Approve the Tri-City Paving Change Order No. 2 for a time extension request for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project (pp. 219-221).
 10. Approve the Tri-City Paving Partial Pay Estimate No. 2 in the amount of \$528,112.29 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project (pp. 222-227).
 11. Approve the DeChantal Excavating Change Order No. 1 for additional site work including graveling, grading and bituminous driveway in the increased amount of \$3,575.50 for the Lift Station No. 8 Reconstruction Project (pp. 228-233).
 12. Approve the DeChantal Excavating Final Pay Estimate No. 2 in the amount of \$31,016.50 for the Lift Station No. 8 Reconstruction Project (pp. 234-235).
- T. Approve 2016-2017 Contract for Chamber of Commerce Services (pp. 236-238).

6. Pulled Agenda Items

7. Other Business

A. Planning and Zoning Actions

1. Adopt Resolution No. 2016-082 approving a conditional use permit to allow the placement of fill and grading in a shoreland overlay district and shore impact zone for property located at 13821 Kenwood Court (pp. 239-240).

B. City of Brainerd Request for Detachment and Annexation of Brainerd Public Utilities Property (pp. 241-242).

8. Council Comments

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

8. City Administrator's Report

9. City Attorney's Report

10. Adjourn

BAXTER CITY COUNCIL MINUTES
September 6, 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, Police Chief Jim Exsted, and Public Works Director Trevor Walter.

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

- A. Approve City Council Minutes from August 16, 2016
- B. Approve City Council Work Session Minutes from August 16, 2016
- C. Approve the Payment of Bills and Finance Report
- D. Accept Parks & Trails Commission Minutes from August 22, 2016
- E. Accept Long Range Planning Commission Minutes from August 22, 2016
- F. Adopt Crow Wing County Election Emergency Plan to Establish Procedures should an Emergency Affect Election Activities in Baxter
- G. Adopt Resolution 2016-075 Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment for the 2016 Dellwood Drive North Improvement Project
- H. Adopt Resolution 2016-076 For Hearing on Proposed Assessment for the 2016 Dellwood Drive North Improvement Project
- I. Approve the \$500 Purchase of the Tactical Team Equipment with Proceeds from Drug Forfeiture Fund
- J. Approve City of Baxter requirements for Non-Compliant Individual Septic Treatment Systems.
- K. Approve Changes and Adopt City of Baxter Hunting Map.
- L. Approve the materials donation in the amount equal to \$3,000.00 from Crow Wing Power, Green Touch Program for the Loren Thompson Park Butterfly and Pollination Garden Improvement Project

MOTION by Council Member Cross, seconded by Council Member Barrows to approve the Consent Agenda, with the exception of agenda item 5A. Motion carried unanimously.

PULLED AGENDA ITEMS

Council Member Cross asked to pull agenda item 5A to clarify the motion for agenda item Adopting ordinance No. 2016-040 amending the City's official zoning map from C-2 (Regional Commercial) to

PUD (Planned Unit Development) and Resolution 2016-072 approving a preliminary and final plat for “Third Addition to Baxter Wal-Mart Subdivision” and Resolution 2016-073 approving a PUD general plan for two new multi-tenant retail buildings located on the Gander Mountain site at 14275 Edgewood Drive should include the condition that the project maintain an average pacer level of our streets program. Council Member Cross asked to clarify the last sentence of his public comment to read Council Member Cross stated that he does not care if they get a few surprises here at the council level.

MOTION by Council Member Cross, seconded by Council Member Nystrom to approve agenda item 5A with the recommended amendments. Motion carried unanimously.

OTHER BUSINESS

PUBLIC HEARING

Vacate properties along the west side of Dellwood Drive and between General Rental, Positive Realty, and T.H. 371

Aric Welch explained this is part of the right of way acquisition for the Dellwood Drive project, as discussed about one year ago. Mr. Welch explained how property would be divided against each of the parcels.

Mayor Olson opened the public hearing at 7:08 p.m. and closed the public hearing at 7:08:15 p.m. with no public comments received.

MOTION by Council Member Cross, seconded by Council Member Barrows to approve the vacation of properties along the west side of Dellwood Drive and between General Rental, Positive Realty, and T.H. 371. Motion carried unanimously.

Adopt Resolution No. 2016-077 Approving Comprehensive Plan Amendment for the Dellwood Drive planning area.

Community Development Director Doty explained this item is to consider a Comprehensive Plan amendment to the Dellwood Drive planning area. The requested Comprehensive Plan amendment is to establish future land use planning for all of the planning area by establishing land use designations, revisions to functional classification of future transportation map, sewer map, and water map in the Comprehensive Plan document. The city annexed the subject land into Baxter in March. The city has one year to establish the future land use designations and zoning of the properties. Community Development Director Doty explained a series of public meetings have been held, with a recommendation in August from the Long Range Planning Commission, which is presented tonight to the council for consideration.

Community Development Doty explained the planning area consists of 138 acres, including 21 lots, 13 single family homes, a large section of vacant wooded land on the east side, and one publicly owned property. Crow Wing County established the existing zoning as rural residential, with the exception of the public land. The city of Brainerd’s plan, on their property directly adjacent to the planning area, is for public property and low density residential.

Community Development Director Doty explained the difference of the four different land use options.

Land Use Option One is a representation of landowner requests the Long Range Planning Commission heard at the June 26, 2016 neighborhood meeting and follow-up meetings with landowners. Specifically, low density residential was requested on the north and east sides of the planning area.

Land Use Option Two includes a representation of the 2008 land use study that was completed. The 2008 Land Use Study included a transition approach to land use, moving from Commercial to Office use, to Low Density Residential.

Land Use Option Three includes the same residential low-density layout as Option 1. However, Option Three includes Commercial land Use for the property north of Pearl Drive and proposes Office Use for the Property North of Mertens Drive.

Land Use Option Four includes the same land use pattern as Option Three, except that the Office area north of Mertens Drive is shown as Low Density Residential.

The Long Range Planning Commission recommended Option One, with the northerly parcel as commercial, and the map updates. They did not propose changes to the existing land use categories. They did propose the recommended changes to the map updates to the long-range transportation plan to reflect city boundary and future road locations and for the water and sewer maps.

One Long Range Planning Commission member made a motion to recommend Option Four, but the motion failed. The other members of the Long Range Planning Commission found Option Four to be too detailed. The city of Brainerd has discussed a park in the area and the City of Baxter has discussed the possibility of the future extension of Cypress Drive to CSAH 49. Community Development Director Doty explained the city of Brainerd's city administrator attended the public hearing but did not speak.

Judy Zahn, if you chose one of the other options where our property is split, if Pearl Drive is extended and meets with Novotny, it will cost us money and will not give us enough money for us to keep the land and will force us to lose our home. Ms. Zahn explained she hopes the council provides all commercial. The property has already been commercial; we were not aware the county rezoned us in 2011. Ms. Zahn explained husband has an automotive business on the property.

Community Development Director Doty explained all future commercial property would have to be serviced by Novotny or Pearl.

MOTION by Council Member Cross, seconded by Council Member Nystrom to adopt Resolution No. 2016-077 Approving Comprehensive Plan Amendment for the Dellwood Drive planning area. Motion carried with Council Member Cross, Nystrom, and Mayor Olson voting in favor and Council Members Holman and Barrows voting against.

Employee Work Out of Class

Council Member Barrows proposed to adjust Interim City Administrator Steele's salary by 5%, retroaction from May 1, until the city hires a new city administrator for out of class work.

MOTION by Council Member Barrows, seconded by Council Member Holman to adjust interim city administrator Steele's salary by 5% for out of class work. Motion carried unanimously.

COUNCIL COMMENTS

Steve Barrows: Council Member Barrows explained he received several good comments regarding the City's parks during the Labor Day picnic. Council Member Barrows complimented staff, council, parks and trails staff, and Baxter residents for support of the parks.

Darrel Olson: Mayor Olson explained he received many great comments during the triathlon. The Cemetery Commission held their first meeting. Public Works Administrative Assistant Mary Haugen has done a great job with the cemetery. Mayor Olson explained Public Works Maintenance Supervisor Curt Paulson recently retired after 34 years of service. Mr. Paulson requested no retirement party, so Mayor Olson wanted to acknowledge Mr. Paulson's time with the city and the great work he did. Jim Kalkofen also recently resigned from the Parks and Trails Commission and the Long Range Planning Commission. Mayor Olson thanked Mr. Kalkofen for his years of service to the City.

CITY ATTORNEY'S REPORT

City Attorney Person explained the comprehensive plan resolution requires a 4/5 vote of the council to pass; the resolution did not pass.

MOTION by Council Member Holman, seconded by Council Member Barrows to approve staff's recommendation of Option Four.

Mayor Olson explained the Long Range Planning Commission had a six to one vote on the agenda item. Council Member Cross summarized the discussion of the Long Range Planning Commission and explained he is in favor of the landowner's request. Council Member Holman explained Comprehensive Plan guiding, the city of Brainerd's plan for the adjacent property, that it is easier to up zone at the time a project is presented, and wetland filling. Council Member Barrows explained the future probability of Cypress extending to CSAH 49.

Council Member Cross called to question.

Council Members Barrows and Holman voted affirmative and Mayor Olson and Council Members Cross and Nystrom voted no. Motion failed.

MOTION by Council Member Barrows to table the agenda item, seconded by Holman

Council Member Cross explained the Long Range Planning Commission had an overwhelming vote to support Option One and questioned what is expected by returning the item to the Commission. Council Member Barrows explained the Long Range Planning Commission could hear some of the concerns expressed by the council.

Community Development Director Doty explained the council has until March 2017 to assign a zoning classification to the area.

Motion carried unanimously.

ADJOURNMENT

MOTION by Council Member Cross, seconded by Council Member Barrows to adjourn the meeting at 7:48 p.m. Motion carried unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Kelly Steele
Interim City Administrator

BAXTER CITY COUNCIL MINUTES
Work Session
September 6, 2016

Mayor Darrel Olson called the Work Session to order at 6:00 p.m.

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

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Assistant City Administrator Kelly Steele, Community Development Director Josh Doty, Finance Director Jeremy Vacinek, Parks & Trails Supervisor Roy Rauen, Chief of Police Jim Exsted, and Public Works Director Trevor Walter.

CROW WING POWER GREEN TOUCH FOR THE LOREN THOMPSON PARK BUTTERFLY AND POLLINATION GARDEN IMPROVEMENT PROJECT

Parks and Trail Supervisor Roy Rauen explained he has been working with Rick Peterson, Crow Wing Power Green Touch Program, to develop a butterfly and pollination garden at Loren Thompson Park. Mr. Peterson explained he first worked with the city on Berrywood Park. The goal of this project is to restore some of the damage that occurred to the park from the July 2015 storm. The Loren Thompson Park project would involve a partnership with Ken Lueken, master gardener, to develop the design. City staff will assist in the on-going maintenance of the landscaped area. All city maintenance costs will come out of the general operations budget of the Parks and Trails Department. Mr. Peterson explained he has a budget of \$3,000 to be allocated over a three-year period, starting this fall. This type of garden will consist of native prairie grasses, flowering plants, chip pathways, hardscape retaining blocks, patio pavers, rest area benches and interpretive signage. The total estimated project cost is \$5,420. Mr. Peterson explained he would be looking for matching grants to cover the project overage cost. Mr. Lueken explained the garden will become a certified butterfly garden and will be eligible for federal funding. The council questioned if the garden would be located too close to the playground. Mr. Peterson explained the location of the garden should not affect the playground area. Mr. Lueken explained there are 400 types in of bees in Minnesota and 200 types of bees in our area. Only two types of bees in our area are known to attack. Mayor Olson thanked the presenter's for their work.

2017 GOVERNMENTAL FUND BUDGET, CONTINUTATION INCLUDING 2017 CAPITAL IMPROVEMENTS PLAN

Finance Director Jeremy Vacinek provided an update from the August 30, 2016 budget work session on tax information. Typically, each year the City compares the two most recent spring the abstracts prepared by Crow Wing County. Residential homestead and non-homestead total estimated market value is \$517 million versus \$490 million last year, 5.5% increase from the previous year. The shifting of the tax burden from homestead properties to commercial and industrial may be starting to occur. The overall increase of estimated market value after netting out new construction is 6.41% compared to 4.57% last year. The proposed budget increase is \$74,200 or 1.26% from the 2016 levy. The exact tax rate will not be known until later this year when tax

capacity figures are received. There is about \$98,000 of new revenue that could be generated if the tax rate remained roughly the same. Council Member Holman explained the council would need to consider the capital improvements plan very closely due to staff workloads. Community Development Director Doty explained the pedestrian budget study has been funded in the current budget. The Council asked staff to move forward with soliciting requests for proposals for the pedestrian bridge study.

ADJOURNMENT

MOTION by Council Member Cross, seconded by Council Member Barrow to adjourn at 6:42 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Kelly Steele
Interim City Administrator

BAXTER CITY COUNCIL MINUTES
Special Meeting
August 30, 2016

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

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

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Finance Director Jeremy Vacinek, Community Development Director Josh Doty, Police Chief Jim Exsted, IT/GIS Director Todd DeBoer, Assistant Finance Director Susannah Jensen, Public Works Director Trevor Walter, and Interim City Administrator Kelly Steele.

Finance Director Vacinek reviewed the 2017 Proposed Operating and Debt Service Property Tax Levy. There are no levy limits in place for the 2017 budget. The total proposed property tax levy of \$5,807,000 is a \$72,400 increase from 2016. Of the total proposed levy, the debt service levy of \$1,126,000 is a reduction of \$50,000 from 2016 and substituted in the operating levy for the collector street funding. The operating levy of \$4,731,000 is a \$122,400 increase from 2016.

The estimated tax capacity for taxes payable in 2017 will not be available until mid-September. Based upon the Spring Mini-Abstract, new construction added for taxes payable in 2017 is approximately \$15.1 million, generating about \$191,065 of tax capacity. Deducting for estimated new construction within the tax increment district, the net new construction is about \$14.6 million with net tax capacity of roughly \$183,298.

As a comparison, for 2016 payable, new construction was estimated at \$14.9 million with \$193,622 of tax capacity and \$126,848 of net tax capacity.

Based on the city's current tax capacity rate of 53.426% and an estimated additional net tax capacity of \$183,298 from new construction, approximately an additional \$97,929 of revenue would be generated.

Staff is currently reviewing average property valuation changes by class and will present information as available.

Finance Director Vacinek summarized the governmental funds budget and various highlights. The 2017 proposed budget does not contain changes to staff levels. A summary of items not included in the budget was provided.

The Council discussed concerns of exempt staff working long hours and the link to the capital improvements plan.

Finance Director Vacinek explained the council would continue review of the budget during the next work session.

MOTION by Council Member Cross, seconded by Council Member Holman to adjourn at 7:40 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Kelly Steele
Interim City Administrator

PLANNING & ZONING COMMISSION MINUTES
September 13, 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: Commissioners Howie Oswald, Bob Ryan and Council Liaison Steve Barrows

MEMBERS ABSENT: Chair Bob Kinzel, Commissioners Steve Lund and Gwen Carleton

STAFF PRESENT: Planner Matthew Gindele

OTHERS PRESENT: Jacob Bahr

APPROVAL OF MINUTES

MOTION by Commissioner Oswald, seconded by Council Liaison Barrows to approve the minutes from the August 10, 2016 meeting as presented. Motion carried unanimously.

PUBLIC HEARINGS

*All items under old and new business items will go to City Council on
 September 20, 2016 if not tabled, continued or otherwise noted.*

Acting Chair Ryan stated that this Commission is advisory and the final approval/denial is given at the City Council Meeting on September 20, 2016 at 7:00 pm.

OLD BUSINESS

None

NEW BUSINESS

1. PUBLIC HEARING. Conditional Use Permit to place up to 60 yards of black dirt on a lot within the shoreland overlay district and up to 15 yards within the shore impact zone on White Sand Lake for property located at 13821 Kenwood Court, Baxter, MN. (LOT 4, BLOCK 1, WILLOW BEND) (City file 16-25)

Requested by: Backyard Reflections, 24142 Smiley Road, Nisswa, MN 56468

Acting Chair Ryan asked Planner Gindele to start with the staff report. Planner Gindele stated this is a request for a conditional use permit (CUP) to place up to 60 yards of black dirt on a lot within the shoreland overlay district and up to 15 yards within the shore impact zone on White Sand Lake for property located at 13821 Kenwood Court. Planner Gindele gave the history of the lot, previous owners had taken down trees and turned the area in question into a sandy beach without DNR approval. The new owners would like to take some of the beach area away and return it to a grassy area. Being this is within the shoreland overlay district the applicant needs a CUP, per code for anything over 50 yards. The applicant is looking to bring 60 acres of black dirt, thus the CUP is required for the amount and the

grading. Planner Gindele reviewed the site plan and indicated that the fire pit has been removed from the request and the proposed landscaping and stone steps are allowed per the Code. Planner Gindele also informed the Commission that there is a small existing retaining wall near the beach that will remain and act as the boundary between the beach that is to remain and the soon-to-be grassy area above the wall. Acting chair Ryan clarified that the retaining wall is not technically a true retaining wall since it does not meet the building code height standard to be a true retaining wall; Planner Gindele confirmed that is correct.

Planner Gindele stated that staff is recommending approval of the CUP application with the findings and conditions noted in the draft resolution. Planner Gindele noted that an updated resolution was passed out to the Commission prior to the start of the meeting.

Acting Chair Ryan opened the public hearing.

Mr. Bahr, Backyard Reflections representing the owners stated that Planner Gindele explained the request thoroughly and they had no concerns with the conditions.

Council Liaison Barrows asked if there was going to be any silt fencing; Mr. Bahr indicated that there would be silt fencing installed.

Acting Chair Ryan closed the public hearing.

Motion by Commissioner Oswald, second by Council Liaison Barrows to recommend the City Council approve the conditional use permit to place and grade up to 60 yards of black dirt on a lot within the shoreland overlay district and up to 15 yards within the shore impact zone on White Sand Lake for property located at 13821 Kenwood Court as presented by staff in the draft resolution. Motion carried unanimously.

OTHER BUSINESS

None

ADJOURNMENT

MOTION by Council Liaison Barrows, seconded by Commissioner Oswald to adjourn the meeting at 6:10 p.m. Motion carried unanimously.

Approved by:

Submitted by:

Acting Chair Bob Ryan

Shanna Newman CD Administrative Assistant

REQUEST FOR COUNCIL ACTION

September 20, 2016

Department Origination: Administration

Agenda Section: Consent

Agenda Item: Approve Agreement between Minnesota State Colleges and Universities, Central Lakes College, and the City of Baxter for Student Supervised Pre-Internship Training

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

The City's Parks and Trails Division is seeking Council approval to participate in the Central Lakes College ("CLC") Occupational Skills Program. The Occupational Skills Program provides post-secondary, employment "soft skills" training for persons with mild to moderate disabilities. The City is to provide training where the student can learn and develop skills and qualifications needed to achieve occupational goals while assisting in the development of trained personnel to meet future area employment needs.

One student will work with the Parks and Trails Division every Tuesday and Thursday from 9:15 a.m. to 3:30 p.m. through December 15. The City is not required to compensate the student for the service.

FINANCIAL IMPLICATIONS

There are no financial implication to the City for approving the agreement and participating with this program.

STAFF RECOMMENDATION

Staff recommends Council approve the agreement.

COUNCIL ACTION REQUESTED

Motion to approve the Agreement between Minnesota State Colleges and Universities, Central Lakes College, and the City of Baxter for Student Supervised Pre-Internship Training.

Attachment:

1. Memorandum of Agreement for Student Supervised Pre-Internship Training

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES
Central Lakes College

MEMORANDUM OF AGREEMENT
FOR STUDENT SUPERVISED PRE-INTERNSHIP TRAINING

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Central Lakes College, Brainerd, Minnesota (the "College") and Baxter Parks & Trails (the "Facility"). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of the Memorandum of Agreement is to outline the terms of the internship experience for the student of the College and to identify the responsibilities of the College, the Facility, and the Students.

A. THE PARTIES UNDERSTAND THAT:

1. Central Lakes College has a course offering of Occupational Skills Program for qualified students enrolled in the College; and
2. The College has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College; and
4. It is in the general interest of the Facility to provide a training site where College students can learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College and Facility want to cooperate to furnish a training experience for student of the Occupational Skills Program.

B. RESPONSIBILITIES OF EACH PARTY

1. The College agrees to:

- a. make arrangements with the Facility for a training experience that will support the student's occupational goals and meet any applicable Program requirements.
- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Facility, as needed.
- c. discuss with the facility any problems or concerns arising from the student's participation.
- d. notify the Facility in the event the student is no longer enrolled in the Program at the College.
- e. keep any necessary attendance and progress records as set forth in the College attendance policy.
- f. assist in the evaluation of the student's performance in the training experience.

2. The Facility agrees to:

- a. cooperate with the College in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
- b. consult with the College about any difficulties arising at the Facility's training site that may affect the student's participation.
- c. assist in the evaluation of the student's performance and provide time for consultation with the College concerning the student, as needed.
- d. Initial the daily attendance report to verify the student's attendance.
- e. The student will not displace any worker at the internship site.

3. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.3732 et seq., and other applicable law.

4. TERM OF AGREEMENT

This Agreement is in effect from 9/13, 20 16 or when fully executed and shall remain in effect until 12/15, 20 16. This Agreement may be terminated by giving at least seven (7) days advance oral notice to the other parties, with a follow up letter delivered to the other party on or before the actual termination date confirming termination.

5. FINANCIAL CONSIDERATION

- a. The College and the Facility each agree to bear their own costs associated with this Agreement and that no payment is required by either College or the Facility to the other party.
- b. The Facility is not required to reimburse the College faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. CHANGES OR ADDITIONS TO THE AGREEMENT

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. ASSIGNMENT

Neither the College nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. MINNESOTA GOVERNMENT DATA PRACTICES ACT

The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 "The Act.") that classify the College's written and electronic information as public, private or confidential. Except as otherwise provided in law or College policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College, the Facility agrees to immediately notify the College. The College will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions.

10. STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

The student assigned to internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement Sample of the document is attached.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and Colleg.

Facility

Authorized Facility Representative

Representative

Signature _____

Title _____

Date: _____

Central Lakes College

Patty Sloan

Authorized College Representative

Representative

Signature Patricia Sloan

Title: DSP Coordinator

Date: 9/6/16

Dean: Mary Sam

218-855-8075

psloan@clcmn.edu

MnSCU.ogc.5.07

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REQUEST FOR COUNCIL ACTION

September 20, 2016

Department Origination: Police

Agenda Section: Consent

Agenda Item: Approval of Animal Control Agreement with Animal Control Enforcement Services (Don Hannahs) for 2017.

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

The City of Baxter currently works with Animal Control Enforcement Services to assist in the enforcement of various dog calls as well as other animal calls in the City of Baxter.

The current agreement will expire on December 31, 2016. This new contract will be for a one year period starting January 1, 2017 until December 31, 2017.

The new contract proposal was presented to the City with no increase in fees for the 2017 year. The current adopted 2017 budget is reflective of the contract rates proposed.

The 2017 agreement is included in the council packet.

FINANCIAL IMPLICATIONS

With no proposed increase for 2017 the budgeted amount will remain the same as 2016 and has been included in the 2017 proposed budget.

STAFF RECOMMENDATION

Staff is recommending approval of the contracted services with Animal Control Enforcement for 2017.

COUNCIL ACTION REQUESTED

Motion to approve agreement with Animal Control Services for the 2017 calendar year.

Attachment:

1. 2017 Animal Control Agreement

ANIMAL CONTROL ENFORCEMENT PROPOSAL FOR THE CITY OF BAXTER, MN

This proposal will cover the duties of Animal Control Enforcement Services and the proposed compensation for said duties. This proposal is for the City of Baxter, State of Minnesota.

SERVICES PROVIDED

These are the services that Animal Control Enforcement Services provides and a brief description of the service.

ANIMALS RUNNING AT LARGE: This covers the pickup and delivery of animals, said to be running at large in the city limits of Baxter, MN in violation of city ordinance, to either the designated impound facility or owner if know.

Municipalities are responsible for securing impoundment location and any fees involved. Animal Control Enforcement Services fees only cover the pickup and delivery of animals.

CITATIONS: This covers all citations issued for violations of the City Animal Ordinances and /or MN State Statues.

INVESTIGATION OF ANIMAL BITES: This covers all animal bites and necessary reports and pictures, if any. These would be turned into the Baxter Police Department. Animal would be impounded at designated impound facility or owners residence with a periodic check to make sure animal is quarantined as necessary under state statute.

BARKING DOG COMPLAINTS: This covers the investigation of said complaint and necessary reports.

CRUELTY AND/OR NEGLECT COMPLAINTS: This covers the investigation of said complaint and necessary reports.

COURT APPEARANCES: This includes any court appearances or council meetings as may be necessary.

ANY OTHER MATTERS DEEMED NECESSARY AS DIRECTED BY CITY COUNCIL OR DESIGNATE: This covers any service deemed necessary and included in said ordinance.

WILD ANIMALS: These types of calls would be the responsibility of the owner of the residence. Animal Control **does not** handle skunks.

A **MONTHLY REPORT:** This will be turned into the City Council or designate monthly.

MILEAGE: Mileage is included in the monthly service fee.

SERVICE AVAILABILITY: Services are generally available 24 hours a day, baring illness or injury. With the municipality understanding that Animal Control Enforcement Services contracts with several municipalities and calls will be handled as quickly as possible and on a priority basis.

Animal Control Enforcement takes the equivalency of one day off a week and ten days of vacation time each year. Advanced written notice will be given as to the dates services would be unavailable. This would be included with the monthly statement.

SERVICE FEE

In return for the above mentioned services a **proposed service fee of \$762.00 per month** would be paid to Animal Control Enforcement Services. The proposed fee was figured using the population of the City of Baxter, 7620 people in the city limits at **\$1.20 per person**, for a total of \$9144.00 per year.

ANIMAL CONTROL ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT, made and entered into by and between, **City of Baxter** hereinafter referred to as the "CITY" and **Animal Control Enforcement Services**, hereinafter referred to as "CONTRACTOR"/

WHEREAS, CONTRACTOR wishes to enter into a contract with CITY, to provide service, labor and expertise as the CITY's Animal Control Officer.

WHEREAS, CONTRACTOR is authorized to and capable of working elsewhere and is free to carry on any activity seen fit, within own discretion, provided that tasks undertaken for CITY are performed; and

WHEREAS, CITY AND CONTRACTOR believe it to be in their respective best interest to enter into this Agreement according to the terms and conditions hereinafter set forth;

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1: CONTRACTOR shall apprehend and deliver back to the owner, if know, or to appropriate kennel facility approved and chosen by CITY, all animals found to be running at large, in violation of city animal ordinance, with in the CITY limits.

2: CONTRACTOR agrees to handle, as appropriate, services outlined and described in "ANIMAL CONTROL ENFORCEMENT PROPOSAL", a copy of which is attached.

3: CONTRACTOR shall provide a satisfactory motor vehicle to transport said animals. Said motor vehicle shall have motor liability insurance coverage for bodily in an amount not less than \$100,000 per person. Proof of such insurance shall be furnished to the CITY.

4: CONTRACTOR shall maintain liability insurance for his services in the aggregate amount of \$1,000,000 and shall include CITY as a named additional insured for the term of this agreement and an extensions thereof. Proof of such insurance shall be furnished to the CITY.

IN CONSIDERATION OF THE FOREGOING, THE CITY AGREES AS FOLLOWS:

1: CITY shall pay CONTRACTOR agreed upon amount for services as described in "ANIMAL CONTROL ENFORCEMENT PROPOSAL", a copy of which is attached.

ADDITIONAL TERMS:

1: CONTRACTOR is not an employee of CITY.

2: CONTRACTOR shall submit monthly reports to CITY as to animal control services rendered.

3: The term of this agreement shall be for one year from January 01, 2017 thru December 31, 2017; except that each party hereto has the right to terminate this agreement upon ninety (90) days written notice to the other party. Written notice shall be considered effective if sent certified mail to the following addresses:

City of Baxter
C/O city administrator
13190 Memorywood
Baxter, MN 56425

Animal Control Enforcement Services
C/O Donald C Hannahs JR
119 3rd Ave NE
Brainerd, MN 56401

IN WITNESS THEREOF, the parties have executed the Agreement on this _____ day of _____, 2016.

CITY OF BAXTER

ANIMAL CONTROL ENFORCEMENT SERVICES

BY: _____
Mayor

BY: _____
Donald C Hannahs JR, owner/operator

BY: _____
Administrator/Clerk

REQUEST FOR COUNCIL ACTION

September 20, 2016

Department Origination: Police

Agenda Section: Consent

Agenda Item: Approve the sale of 2010 Chevy Impala.

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

The police department recently decommissioned the 2010 Chevy Impala squad car and is now looking for approval to sell the vehicle. We would remove all police markings prior to sale and then post the vehicle on the MinnBid Auction website.

FINANCIAL IMPLICATIONS

Proceeds from the sale would go to the general fund.

STAFF RECOMMENDATION

Staff is recommending approval of the sale of the 2010 Chevy Impala.

COUNCIL ACTION REQUESTED

Motion to approve the sale of the 2010 Chevy Impala.

REQUEST FOR COUNCIL ACTION

September 20, 2016

Department Approval: Administration

Agenda Section: Consent

Items Description: Approve Temporary Liquor License for the Brainerd American Legion event on September 29, 2016

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

The Brainerd American Legion has applied for a temporary license for the on-sale of intoxicating liquor for their event on September 29, 2016 at the Northland Arboretum. State statutes and the Baxter City Code allow for the issuance of temporary liquor license for the on-sale of intoxicating liquor in connection with a social/fundraising event within the City.

FINANCIAL IMPLICATIONS

The cost of administering the issuance of the temporary liquor license is offset by the application fee.

STAFF RECOMMENDATION

Staff recommends the issuance of the temporary on-sale liquor license as all requirements for the license have been met.

COUNCIL ACTION REQUESTED

Motion to approve the issuance of a temporary on-sale liquor license to the Brainerd American Legion for their event on September 29, 2016 at the Northland Arboretum.

REQUEST FOR COUNCIL ACTION

09/20/16

Department Approval: Finance Director Vacinek  **Agenda Section:** Consent
Approval Required: Simple Majority Vote of the Council

Item Description: Renew the National Joint Powers Alliance Health Partners Health Insurance Contract for 2017 and Authorize Execution of the Contracts

BACKGROUND

In 2002, the City of Baxter joined the National Joint Powers Alliance (NJPA) cooperative to pool our health insurance risk and obtain lower overall health insurance premiums. NJPA, on behalf of its members, coordinates health insurance carrier coverage through the competitive bidding process as required by state statutes. NJPA obtained bids for the pool this year with Health Partners, the current provider, providing the low bid for the multi-year contract.

The city's current contract expires at the end of the calendar year and a decision on the city's renewal must be approved prior to holding employee open enrollment of benefits. The health insurance renewal is effective January 1, 2017. Interim Administrator Steele and Finance Director Vacinek reviewed the city's renewal with NJPA representatives with the main points outlined below.

One of the components continuing to impact health care coverage and its associated premiums is the implementation of the federal Affordable Care Act (ACA). Finance has been tracking the changes, including coverage changes required by the ACA and new fees and taxes accompanying it. While many of the rules and costs are still being determined by the federal government, two of the taxes and fees impacting the city, the Comparative Effectiveness Fee (PCORI) and the Exchange Reinsurance Program fee, remain in place.

The 2015 PCORI fee paid in 2016 was \$2.17 per average number of lives covered by the city or \$197. The PCORI fee paid in 2017 will be indexed for inflation. In 2014 the Exchange Reinsurance Program Fee commenced. The 2015 fee paid at \$44 per covered life amounted to a liability of \$4,048 for the city. Per the Federal Government, the fee is expected to decrease to \$27.00 per covered life in 2016. The impact is approximately \$2,484 to the city in 2016, provided the number of covered insureds remains the same.

Additional reporting requirements went into effect in January 2016, requiring the city to report annually to the IRS on employee's compliance with having health insurance coverage. In 2020, the city may be subject to the "Cadillac Tax", an excise tax of 40% aggregate value of employer sponsored plans whose value exceeds \$10,200 for individuals and \$27,500 for family (based upon prior 2018 thresholds). The tax was delayed from its original 2018 implementation date.

Similar to many of the other governmental entities in the NJPA risk management pool, the City of Baxter fared better this year after last year's 15% increase due to the high loss ratio. Because of lower than anticipated claims year-to-date and the city's per member per month claims trending lower than Health Partners aggregate per member per month claims, no premium increase is being recommended by NJPA for 2017.

FINANCIAL IMPLICATIONS

For the January 2017 renewal of the current health insurance plan for both single and family coverage, no increase in the premium is proposed by NJPA (for both single and family coverages). The lack of a premium increase compares to last year's 15% overall increase and the 2015 increase of 6.85%. The NJPA pool premium changes for 2017 ranged from a low of a 4% reduction to a high of a 10% increase for a few members within the pool.

The city's 2017 premiums are based upon the city's utilization versus expected claims history. The city's claims are down this year compared to the same period last year.

Comparing the 2016 employee census at the beginning of the year to the projected census for 2017, the City's net cost is anticipated to increase approximately \$38,386

due to the projected employee census changes, primarily due to vacancies that occurred in the beginning of the year. The summary table above illustrates the premium changes and the employee's and city's responsibility. The preliminary budget reflects the health insurance premiums for 2017.

2016 Original	Individual Premium	Employee Portion	Employer Portion	Employer Annual Cost*	
Single Premium	606.78	-	606.78	145,627	
Family Premium	2,077.18	477.75	1,599.43	403,056	
				548,683	
2017 Current	Individual Premium	Employee Portion	Employer Portion	Employer Annual Cost*	
Single Premium	606.78	-	606.78	145,627	0.0%
Family Premium	2,077.18	477.75	1,599.43	441,442	0.0%
				587,069	
Total Estimated Employer Net Increase/(Decrease)				38,386	7.0%
*Based upon Current Employee Census (2016) and Projected Census (2017) Increase due to change in employee census (i.e. coverage changes and position vacancies); no premium increases					

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends renewal of the health insurance contract with NJPA for the Health Partners coverage. Through the cooperative, the city is able to obtain lower, pooled rates that are more stable annually. The cooperative also seeks competitive bids as required by state law. Without the cooperative, the city would be responsible for this additional task.

COUNCIL ACTIONS REQUESTED

Motion to renew the National Joint Powers Alliance Health Partners health insurance contract for the 2017 contract year and authorize staff to execute the contracts with Health Partners and NJPA.

REQUEST FOR COUNCIL ACTION

09/20/16

Department Approval: Finance Director Vacinek  **Agenda Section:** Consent
Approval Required: Simple Majority Vote of the Council

Items Description:

- Adopt Resolution No. 2016-078 Setting the Preliminary 2017 Property Tax Levy at \$5,807,000;
 - Adopt Resolution No. 2016-079 Approving the Preliminary 2017 Governmental Funds Budget; and
 - Set the Public Information Meeting to Review the 2017 Budget and Levy with Public Testimony for Monday, December 5, 2016 at 6:00 p.m.
-

BACKGROUND

City staff, under the direction of the council, has prepared the 2017 proposed budget and property tax levy for the council's approval. The 2017 budget process began with a council and staff work session on July 5, 2016 where a discussion on the goals and priorities for the budget were discussed and the council provided direction on the preparation of the 2017 Governmental Funds Budget (general fund, debt service funds, and certain budgeted special revenue funds and capital project funds). Administration and finance met with each department to review and fine-tune the proposed budget. The recommended revenues and expenditures for the Proposed 2017 Governmental Funds Budget were presented and discussed at the August 30, 2016 council budget work session with a follow-up meeting at the September 6, 2016 council work session.

The water, sewer, and storm water enterprise fund operating budgets and the updated five year capital improvement plan will be reviewed on October 26, 2016. The enterprise funds will be incorporated into the overall proposed budget for a future work session, if necessary, to provide direction on the preparation of the final draft of the 2017 budget.

As a result of legislation in 2009, the requirements to hold separate special truth-in-taxation (TNT) public hearing, continuation hearing, and levy adoption hearing were repealed by the state; however, the city is still required to hold a single meeting in which the public may speak and the budget and levy will be reviewed with the public. The procedure is the same process the city employed over the last seven years when an informational meeting has been held, in recent years during the last week of November.

The informational meeting date was previously identified as Monday, December 5, 2016 at 6:00 p.m. on the budget calendar to review the budget and property tax levy and allocate time for public testimony. The 2017 property tax levy and budget are scheduled to be adopted at the Tuesday, December 6, 2016 regular council meeting.

FINANCIAL IMPLICATIONS

The proposed 2017 property tax levy is a \$72,400 increase, or 1.26% increase, over the 2016 levy. The Consumer Price Index (CPI) measuring inflation is currently at 1.07% from the first-half 2015 to the first-half 2016, as a result of some deflation that occurred in the second-half of 2015.

The 2017 budget contains modest increases in proposed spending. As presented, general fund expenditure and transfers are proposed to increase 4.44% from the current 2016 budget to the proposed 2017 budget. The increase is skewed to some extent by the \$50,000 increase in the transfer to the collector street capital project fund that is offset by the \$50,000 reduction in the debt service levy. The shift is a result of the move to a more pay-as-you-go plan for funding collector street projects, including the Cypress Drive project slated for 2018. Excluding transfers, the general fund increase from the current 2016 budget to the proposed 2017 budget is 3.75%.

After the September Crow Wing County Assessor's abstract is updated to reflect the changes in market value and the related net tax capacity (NTC) from existing property valuation changes and new construction added for next year, the County Auditor's office will calculate the city's preliminary net tax capacity. Once the information is available, additional analysis will be performed by finance and distributed to the council.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends approval of the preliminary 2017 General, Special Revenue, certain Capital Project Funds, and Debt Service Funds Budget and setting the preliminary levy for 2017 at \$5,807,000, as presented at the August 30, 2016 council budget work session. The overall proposed 2017 levy is a slight increase from 2016 after small increases from 2015, 2014, and 2013 and two years of maintaining no increase in the levy in 2012 and 2011. The preliminary levy must be approved and submitted to the Crow Wing County Auditor's office by September 30, the last day to certify the proposed levy. Further discussion and refinement on the proposed budget and levy will occur prior to adoption of the final levy and budget in December, including more details on the impact of the change in the market value and tax capacity once those figures are available.

The final levy cannot be increased from the proposed levy per state law. If the council wishes to modify the current proposed budget that would result in the **need for additional property tax revenue** for 2017, the **proposed levy should be adjusted now** prior to its adoption.

It is further recommended to formally and separately approve the public informational meeting to review the 2017 budget and levy with public testimony for Monday, December 5, 2016 at 6:00 p.m. The meeting is required in lieu of the repealed formal Truth-in-Taxation meeting.

COUNCIL ACTIONS REQUESTED

- Motion approving Resolution 2016-078, setting the preliminary 2017 property tax levy at \$5,807,000
- Motion approving Resolution 2016-079, approving the preliminary 2017 General Fund, Special Revenue Funds, certain Capital Project Funds, and Debt Service Funds budget
- Set the public informational meeting to review the 2017 budget and levy with public testimony for Monday, December 5, 2016 at 6:00 p.m.

ATTACHMENTS

Resolutions 2016-078 and 2016-079

2017 Governmental Funds Annual Operating Budget, September 20, 2016

EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF THE CITY OF
BAXTER, MINNESOTA

HELD: September 20, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Baxter, Minnesota, was duly called and held at the Baxter City Hall in said City on the 20th day of September, 2016 at 7:00 o'clock p.m.

The following members were present: _____ and the following were absent: _____.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2016-078

**RESOLUTION ADOPTING THE PROPOSED 2016 PROPERTY TAX LEVY,
COLLECTIBLE IN 2017
ON REAL ESTATE TO THE CROW WING COUNTY AUDITOR**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Baxter, Minnesota, as follows:

The City of Baxter is submitting the following proposed tax levy on real estate within the corporate limits of the City to be levied for the current year, collectible in 2017, to the Crow Wing County Auditor in compliance with the Minnesota State Statutes.

Levy	Amount
Operating Levy	\$4,731,000
Debt Service Levy	1,076,000
Total	\$5,807,000

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon a vote being taken thereon, the following voted in favor thereof: _____

and the following voted against the same: _____.

WHEREUPON, said resolution was declared duly passed and adopted on this 20th day of September 2016.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss
CITY OF BAXTER)

I, the undersigned, being the duly qualified and acting Clerk of the City of Baxter, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original minutes thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes of a meeting of the City Council of said City duly called and held on the date therein indicated insofar as such minutes relate to the adoption of the proposed property tax levy on real estate in the City of Baxter to the Crow Wing County Auditor for the current year, collectible in 2017, in said City.

WITNESS my hand as such Clerk of said City this 20th day of September, 2016.

Kelly Steele
Interim City Administrator/City Clerk

EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF THE CITY OF
BAXTER, MINNESOTA

HELD: September 20, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Baxter, Minnesota, was duly called and held at the Baxter City Hall in said City on the 20th day of September, 2016 at 7:00 p.m.

The following members were present: _____ and the following were absent: _____.

Member ____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2016-079

RESOLUTION APPROVING THE PRELIMINARY
2017 GOVERNMENTAL FUNDS BUDGET
FOR THE CITY OF BAXTER

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Baxter, Minnesota, as follows:

The City of Baxter’s preliminary General, Special Revenue, select Capital Project Funds, and Debt Service Funds Budget for 2017 as presented and amended at the August 30, 2016 Council Work Session be hereby accepted and approved.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same: _____.

WHEREUPON, said resolution was declared duly passed and adopted on this 20th day of September, 2016.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss
CITY OF BAXTER)

I, the undersigned, being the duly qualified and acting Clerk of the City of Baxter, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original minutes thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes of a meeting of the City Council of said City duly called and held on the date therein indicated insofar as such minutes relate to the adoption of the 2017 proposed governmental funds budget for the City of Baxter.

WITNESS my hand as such Clerk of said City this 20th day of September, 2016.

Kelly Steele
Interim City Administrator/City Clerk

CITY OF BAXTER, MN

2017 Annual Operating Budget

September 20, 2016



Budget Calendar

2017 Proposed Budget – Governmental Funds Only

Friday, July 1, 2016	Budget Packets Distributed to Departments
Tuesday, July 5, 2016 5:30 p.m. (prior to Council meeting)	Council Budget Work Session to Discuss 2017 Goals and Priorities, including 5-Year Capital Improvement Plan Initial Projects Proposed for 2017
Wednesday, July 20, 2016	Completed Department Budget Packets Returned to Finance
July 21 to August 29, 2016	Finance Assembly and Review of Initial Departmental Submittals Finance/Administration Meeting with Departments to discuss Proposed Budget Determine Initial 2017 Spending Targets and Preliminary Operating Levy & Debt Service Levy (the levies may not be increased after September 30 th)
Tuesday, August 30, 2016 6:00 p.m.	City Council Budget Work Session to Review and Discuss 2017 Governmental Funds Budgets, Proposed Property Tax Levy, and 2017 CIP
August 31 to September 5, 2016	Finance/Administration Continued Review and Refinement of Proposed Budget
Tuesday, September 6, 2016 5:30 p.m. (prior to Council meeting)	City Council Budget Work Session to Review and Discuss 2017 Governmental Fund Budget (<i>Continuation Meeting, if necessary; additional meetings may be scheduled</i>)
Friday, September 16, 2016	Preliminary Governmental Funds Budget and Proposed Property Tax Levy Distributed to the City Council for Consideration
Tuesday, September 20, 2016 7:00 p.m.	City Council Meeting Council Approval of Preliminary Governmental Funds Budget and Levy (Levy can be decreased after this point, but not increased); Preliminary Levy must be certified to Crow Wing County and State of Minnesota by September 30th
September 21 to October 26, 2016	Administration and Finance Continued Review and Refinement of Proposed Budget and 5-Year CIP Meet with Department Heads to Formulate Proposed Budget Finance Department Prepares Final Draft of Proposed Budget
Wednesday, October 26, 2016 6:00 p.m.	Council Budget Work Session to Review Proposed Budget, including Introduction of Enterprise Funds Budgets and 5-Year CIP
Tuesday, November 1, 2016 5:30 p.m. (prior to Council meeting)	Council Budget Work Session to Review Proposed Budget, continued, if necessary (<i>additional meetings may be scheduled, if necessary</i>)
Tuesday, November 22, 2016	Final Budget Document Submitted to City Council
Monday, December 5, 2016 6:00 p.m.	Informational Meeting to Review the 2017 Budget and Property Tax Levy with Public Testimony
Tuesday, December 6, 2016 7:00 p.m. or shortly thereafter	Council Adoption of 2017 Final Budget, Levy and 5-Year Capital Improvement Plan

Highlighted dates represent proposed City Council meetings and/or work sessions to be held at Baxter City Hall, 13190 Memorywood Drive. Other meetings may be scheduled as determined necessary during the budget process

Property Tax Levy

2017 Proposed Budget – Governmental Funds Only

Changes in Property Taxes by Fund

Fund	2016 Approved Property Taxes	2017 Proposed Property Taxes	Increase (Decrease) Amount
General	\$ 4,088,800	\$ 4,154,000	\$ 65,200
Collector Street	337,000	387,000	50,000
Community Development	100,000	130,000	30,000
Capital Parks	14,400	7,300	(7,100)
Cemetery	4,600	9,600	5,000
Economic Development	31,000	37,900	6,900
Recycling	4,800	5,200	400
Trails Construction	28,000	-	(28,000)
Streets Reconstruction	-	-	-
Total Operating Levy	4,608,600	4,731,000	122,400
Debt Service	1,126,000	1,076,000	(50,000)
Total Operating and Debt Service Levies	\$ 5,734,600	\$ 5,807,000	\$ 72,400

Detail of Debt Service Funds

Bond Issue	Initial Levy Required	WAC/SAC	Net Levy Required
G.O. Refunding Bonds 2010 (04/05B)	\$ 260,000	\$ -	\$ 260,000
G.O. Refunding Bonds 2013A (06A/06B portion)	238,200	(50,000)	188,200
G.O. Improvement Bonds 2014	178,900	-	178,900
G.O. Improvement Bonds 2015	448,900	-	448,900
Total	\$ 1,126,000	\$ (50,000)	\$ 1,076,000

General Fund

2017 Proposed Budget – Governmental Funds Only

Revenues			
	2015 Actual	2016 Amended	2017 Proposed
Property Taxes	\$ 4,448,690	\$ 4,618,600	\$ 4,739,000
Franchise Fees	97,278	92,000	210,000
Special Assessments	9,199	8,100	8,100
Licenses, Permits, and Fees	53,778	42,800	41,900
Intergovernmental Revenue	173,177	118,300	124,100
Charges for Services	436,818	395,300	397,000
Fines and Forfeits	76,281	73,000	61,500
Gifts and Contributions	1,500	-	-
Investment Earnings	40,166	38,500	43,700
Change in Fair Value of Investments	2,289	-	-
Other	103,249	81,000	85,000
Transfers In	231,080	-	-
Total Revenues	\$ 5,673,505	\$ 5,467,600	\$ 5,710,300

Highlights:

- Proposed property tax levy of \$5,807,000 (increase of \$122,400), is comprised of the following:
 - \$1,076,000 levied for Debt Service as a special levy (decrease of \$50,000 from 2016; increased Collector Street levy by \$50,000 in order to lessen future debt service burden from upcoming projects)
 - \$4,731,000 levied for operations: \$4,154,000 for General Fund operations and \$577,000 for other funds supported by a property tax levy
- \$8,000 budgeted for penalties and interest related to the late payments of prior years' property taxes (included in the Property Taxes above)
- \$373,900 Allocated Administration from other funds for central supplies, insurance, finance, IS support and equipment, and other services
- \$97,000 cable franchise fees (2/5 or 40% to ISD 181)
- \$113,000 electric franchise fees to pay for street light operations
- \$61,500 budgeted for court fines
- \$8,200 for school liaison program
- \$119,200 budgeted for police-related state aid programs

General Fund

2017 Proposed Budget – Governmental Funds Only

Expenditures

General Government

	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	-	-	-
Personnel Services	\$ 900	\$ 14,200	\$ 1,100
Supplies	6,231	9,600	9,000
Services and Charges	204,654	289,000	331,600
Total Expenditures	\$ 211,785	\$ 312,800	\$ 341,700

Highlights:

- \$38,800 for ISD 181 Cable Public Access Channels (2% Franchise Fees)
- \$17,000 funding to Senior Center (\$2,000 requested increase), \$5,330 to Initiative Foundation (\$130 requested increase), \$8,000 to 4th of July Fireworks
- \$107,000 for property and liability insurance, an estimated \$2,000 increase
- \$3,000 funding for Dial-A-Ride
- \$19,000 City Hall building maintenance
- \$25,000 budgeted for 0.40% of General Fund expenditures to maintain reserves, protect bond rating, and to cover unanticipated expenditures and potential revenue reductions. In 2015, \$18,500 was budgeted, or 0.34% of General Fund expenditures.

Council

	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	5.00	5.00	5.00
Personnel Services	\$ 30,416	\$ 31,800	\$ 31,800
Supplies	-	-	1,300
Services and Charges	5,589	5,600	6,100
Transfers Out	-	2,800	3,000
Total Expenditures	\$ 36,005	\$ 40,200	\$ 42,200

Highlights:

- \$1,300 to upgrade Microsoft Office software on tablets

General Fund Expenditures (continued)

2017 Proposed Budget – Governmental Funds Only

Administration

	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	2.50	2.50	2.50
Personnel Services	\$ 313,888	\$ 333,100	\$ 344,100
Supplies	1,784	3,500	5,700
Services and Charges	12,885	21,100	18,600
Transfers Out	2,900	2,800	2,900
Total Expenditures	\$ 331,457	\$ 360,500	\$ 371,300

Highlights:

\$7,000 for human resource consulting services

Finance

	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	4.00	4.00	4.00
Personnel Services	\$ 358,900	\$ 383,300	\$ 385,000
Supplies	9,400	13,700	15,200
Services and Charges	16,699	21,700	21,600
Transfers Out	4,000	3,800	4,000
Total Expenditures	\$ 388,999	\$ 422,500	\$ 425,800

Highlights:

\$8,200 for auditing services

Legal

	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	-	-	-
Services and Charges	\$ 40,971	\$ 46,000	\$ 46,000

Highlights:

\$20,000 for City Attorney and specialized counsel

\$26,000 for prosecuting attorney

General Fund Expenditures (continued)

2017 Proposed Budget – Governmental Funds Only

Information Systems (GIS)

	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	1.00	1.00	1.00
Personnel Services	\$ 105,080	\$ 118,900	\$ 121,400
Supplies	14,105	22,000	18,100
Services and Charges	6,458	9,200	9,000
Debt Service	25,000	-	-
Transfers Out	1,200	1,100	1,200
Total Expenditures	\$ 151,843	\$ 151,200	\$ 149,700

Highlights:

\$6,700 for an intern – GIS and surveying tasks

\$4,500 for backup and consulting services

\$16,600 for GIS and various citywide network software annual maintenance

Public Works Administration

	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	2.50	2.50	2.50
Personnel Services	\$ 253,224	\$ 267,400	\$ 273,100
Supplies	2,214	6,100	9,100
Services and Charges	21,378	10,700	12,300
Transfers Out	5,700	5,600	5,800
Total Expenditures	\$ 282,516	\$ 289,800	\$ 300,300

Highlights:

\$2,000 for a color scanner

\$2,900 annual funding for future vehicle acquisition/replacement in capital equipment fund (anticipate replacing truck in 2017)

\$5,000 for general engineering services

General Fund Expenditures (continued)

2017 Proposed Budget – Governmental Funds Only

Police			
	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	15.00	15.00	15.00
Personnel Services	\$ 1,379,569	\$ 1,447,700	\$ 1,485,800
Supplies	59,783	73,100	92,900
Services and Charges	91,922	80,500	77,400
Capital Outlay	-	10,000	-
Transfers Out	81,500	81,300	82,300
Total Expenditures	\$ 1,612,774	\$ 1,692,600	\$ 1,738,400

Highlights:

\$27,000 for fuel, reduction from \$38,000 current budget

\$35,100 for minor equipment, including \$17,000 for body/squad cameras

\$20,600 for animal control

\$11,000 for the K-9 program, including a new dog and increased cost for the overlapping time of two K-9s

\$64,000 annual funding for future squad car replacements in capital equipment fund (anticipate replacing two in 2017)

Fire Protection			
	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	-	-	-
Services and Charges	\$ 297,674	\$ 313,300	\$ 308,400

Highlights:

Contract with the City of Brainerd reflects a 1.6% decrease from 2016

General Fund Expenditures (continued)

2017 Proposed Budget – Governmental Funds Only

Streets			
	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	2.04	2.04	2.04
Personnel Services	\$ 182,256	\$ 193,400	\$ 191,800
Supplies	104,338	131,400	129,200
Services and Charges	206,211	231,100	243,000
Capital Outlay	2,100	10,400	-
Transfers Out	87,200	42,800	43,600
Total Expenditures	\$ 582,105	\$ 609,100	\$ 607,600

Highlights:

- \$17,000 for fuel, reduction from \$21,000 current budget
- \$60,000 for salt and sand
- \$20,000 for street sign replacement
- \$27,000 for contract plowing, reduction from \$35,000 current budget
- \$31,000 for striping
- \$55,000 for crack sealing, increase from \$51,000 current budget
- \$75,000 for miscellaneous street improvements, maintenance, and repairs, including: shoulders (\$40,000), polypatching (\$15,000), and bituminous patching (\$20,000), increase from \$65,000 current budget
- \$3,000 for public works facility LED lighting upgrade (\$14,600 total project funded by streets, parks, water, sewer, and storm water departments)
- \$5,500 for public works facility pressure wash and painting inside walls and ceiling (\$27,400 total project funded by streets, parks, water, sewer, and storm water departments)
- \$30,900 for future vehicle and equipment acquisition/replacement in capital equipment fund (anticipate adding additional Public Works maintenance truck for 2015 employee addition)
- \$10,000 allocated for future civil siren replacements

Street Lighting			
	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	-	-	-
Supplies	\$ -	\$ -	\$ 12,500
Services and Charges	32,171	42,400	100,500
Total Expenditures	\$ 32,171	\$ 42,400	\$ 113,000

Highlights:

- Reflects implementation of franchise fee funding of street lighting
- \$12,500 allocated for the installation of new street lights
- \$79,000 for utilities and maintenance

General Fund Expenditures (continued)

2017 Proposed Budget – Governmental Funds Only

Parks, Trails, and Grounds Maintenance

	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	5.00	5.00	5.00
Personnel Services	\$ 384,773	\$ 427,000	\$ 439,000
Supplies	50,434	77,600	70,800
Services and Charges	101,477	83,000	98,500
Capital Outlay	8,216	-	-
Transfers Out	46,700	48,600	48,600
Total Expenditures	\$ 591,600	\$ 636,200	\$ 656,900

Highlights:

- \$48,700 for seasonal employees to assist with maintenance of trails and parks
- \$25,000 for water and sewer utilities
- \$7,400 for repairs, including fencing, Whipple Beach fishing pier beam, and Southdale Park sign
- \$20,000 to repair basketball courts at Loren Thompson and Berrywood Parks
- \$3,000 for public works facility LED lighting upgrade (\$14,600 total project funded by streets, parks, water, sewer, and storm water departments)
- \$5,400 for public works facility pressure wash and painting inside walls and ceiling (\$27,400 total project funded by streets, parks, water, sewer, and storm water departments)
- \$47,600 for future vehicle and equipment acquisition/replacement in capital equipment fund

Recreation Programs

	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	-	-	-
Services and Charges	\$ 31,000	\$ 31,200	\$ 32,000
Transfers Out	2,200	-	-
Total Expenditures	\$ 33,200	\$ 31,200	\$ 32,000

Highlights:

- Contract with ISD 181 Community Education to administer recreation programs, requested amount

General Fund Expenditures (continued)

2017 Proposed Budget – Governmental Funds Only

Operating Transfers to Other Funds			
	2015 Actual	2016 Amended	2017 Proposed
Cemetery	\$ 4,600	\$ 4,600	\$ 9,600
Community Development	100,000	100,000	130,000
Capital Parks	3,900	14,400	7,300
Economic Development	30,000	31,000	37,900
Alcohol Seizure			
Recycling	6,900	4,800	5,200
Debt Service	-	-	-
Capital Equipment	66,400	-	-
Capital Projects	293,655	-	-
Collector Street	337,000	337,000	387,000
Street Replacement	174,200	-	-
Trails Construction	28,500	28,000	-
Total Transfers Out	\$ 1,045,155	\$ 519,800	\$ 577,000

Total General Fund Expenditures	\$ 5,638,255	\$ 5,467,600	\$ 5,710,300
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Net Revenues Over/(Under)			
Expenditures Contributed to Unassigned			
Fund Balance	\$ 35,250	\$ -	\$ -

Cemetery Fund

2017 Proposed Budget – Governmental Funds Only

Revenues			
	2015 Actual	2016 Amended	2017 Proposed
Investment Earnings	\$ 645	\$ 700	\$ 400
Change in Fair Value of Investments	42	-	-
Other	8,400	4,800	4,800
Transfers In	4,600	4,600	9,600
Total Revenues	\$ 13,687	\$ 10,100	\$ 14,800

Highlights:

\$9,600 transfer from the General Fund
 \$4,800 in operating revenues from plot sales
 Consider reviewing plot sale prices

Expenditures			
	2015 Actual	2016 Amended	2017 Proposed
Personnel Services	\$ 3,000	\$ 3,300	\$ 4,200
Supplies	17	2,800	2,800
Services and Charges	1,468	8,700	7,800
Total Expenditures	\$ 4,485	\$ 14,800	\$ 14,800

Highlights:

\$600 for cemetery commission funding
 \$2,000 for black dirt
 \$4,800 to repair fencing

Net Revenues Over/(Under) Expenditures	\$ 9,202	\$ (4,700)	\$ -
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Community Development Fund

2017 Proposed Budget – Governmental Funds Only

Revenues			
	2015 Actual	2016 Amended	2017 Proposed
Special Assessments	\$ 36	\$ -	\$ -
Licenses, Permits, and Fees	162,465	195,000	172,700
Charges for Services	102,190	102,200	98,900
Fines and Forfeits	241	-	-
Investment Earnings	5,105	5,000	4,200
Change in Fair Value of Investments	351	-	-
Other	669	-	-
Transfers In	100,000	100,000	130,000
Total Revenues	\$ 371,057	\$ 402,200	\$ 405,800

Highlights:

- \$130,000 transfer from the General Fund to the extent needed for Planning operations
- \$242,600 budgeted for building, plumbing, mechanical, and electrical permits and plan review fees

Planning Expenditures			
	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	3.00	3.00	2.50
Personnel Services	\$ 211,911	\$ 273,500	\$ 250,200
Supplies	4,104	5,700	8,200
Services and Charges	24,700	65,100	55,600
Transfers Out	3,200	3,100	3,500
Total Expenditures	\$ 243,915	\$ 347,400	\$ 317,500

Highlights:

- Reallocate 0.50 FTE Community Development Admin Assistant from Planning to Building Inspections
- \$10,000 for zoning professional services
- \$20,000 for a complete streets study

Community Development Fund

2017 Proposed Budget – Governmental Funds Only

Building Inspection Expenditures

	2015 Actual	2016 Amended	2017 Proposed
Employee Full-Time Equivalency (FTE)	1.00	1.00	1.50
Personnel Services	\$ 73,427	\$ 99,000	\$ 138,000
Supplies	3,859	26,900	10,900
Services and Charges	81,722	62,200	63,000
Transfers Out	1,700	1,600	5,500
Total Expenditures	\$ 160,708	\$ 189,700	\$ 217,400

Highlights:

Reallocate 0.50 FTE Community Development Admin Assistant to Building Inspections from Planning \$27,000 estimated for contracted electrical and building inspections

Total Fund Expenditures	\$ 404,623	\$ 537,100	\$ 534,900
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Net Revenues Over/(Under) Expenditures	\$ (33,566)	\$ (134,900)	\$ (129,100) *
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*Fund balance deficit currently anticipated in the Community Development Special Revenue Fund. During the recession when building permit revenue plummeted and the corresponding fund balance hovered near zero, a minimum level of service was required and the special revenue fund was supported by the General Fund. The Community Development fund balance is stabilizing. The anticipated deficit represents approximately 24% of the fund balance. The fund will continue to be monitored, along with building permit related revenues.

Capital Parks Fund

2017 Proposed Budget – Governmental Funds Only

Revenues			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Gifts and Contributions	\$ 6,000	\$ -	\$ -
Investment Earnings	7,433	3,000	1,500
Change in Fair Value of Investments	508	-	-
Other	65,768	37,500	-
Transfers In	3,900	14,400	7,300
Total Revenues	\$ 83,609	\$ 54,900	\$ 8,800

Highlights:

\$7,300 transfer from the General Fund
No park dedication fee revenues budgeted

Expenditures			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Supplies	\$ 28,624	\$ 33,400	\$ 42,900
Services and Charges	1,744	-	-
Capital Outlay	206,260	250,000	-
Total Expenditures	\$ 236,628	\$ 283,400	\$ 42,900

Net Revenues Over/(Under) Expenditures	\$ (153,019)	\$ (228,500)	\$ (34,100)
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Highlights:

\$3,000 for Loren Thompson Park ADA picnic table and bike rack and two garbage receptacles at other parks
\$35,600 for final safety netting work at Oscar Kristofferson Park
\$4,300 for Oscar Kristofferson Park scoreboard

Net Revenues Over/(Under) Expenditures	\$ (153,019)	\$ (228,500)	\$ (34,100)
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Economic Development Fund

2017 Proposed Budget – Governmental Funds Only

Revenues			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Special Assessments	\$ 56,457	\$ 56,300	\$ -
Charges for Services	1,479	-	-
Investment Earnings	11,659	5,500	11,300
Change in Fair Value of Investments	686	-	-
Other	368,886	-	-
Transfers In	30,000	31,000	37,900
Total Revenues	\$ 469,167	\$ 92,800	\$ 49,200

Highlights:

\$37,900 transfer from the General Fund for BLAEDC contract and funding of EDA and Industrial Park activities

Expenditures			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Services and Charges	\$ 38,845	\$ 47,200	\$ 49,200

Highlights:

\$31,500 requested by BLAEDC for contracted economic development services (\$5,000 or 17.8% increase); 2016 funding is \$26,500; currently budgeted at \$28,500, a \$2,000 or 7.5% increase)

Net Revenues Over/(Under) Expenditures	\$ 430,322	\$ 45,600	\$ -
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Lodging Tax Administration Fund

2017 Proposed Budget – Governmental Funds Only

Revenues					
	2015 Actual	2016 Amended Budget	2017 Proposed Budget		
Lodging Tax	\$ 362,561	\$ 349,200	\$ 349,600		
Investment Earnings	200	-	-		
Total Revenues	\$ 362,761	\$ 349,200	\$ 349,600		

Highlights:

\$349,600 forecasted Lodging Tax receipts

Expenditures					
	2015 Actual	2016 Amended Budget	2017 Proposed Budget		
Services and Charges	\$ 362,761	\$ 349,200	\$ 349,600		

Highlights:

\$332,100 to Visit Brainerd Lodging Association for marketing efforts (95%)

\$17,500 allocated to the General Fund for administration (5%)

Net Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -		
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Sales Tax Collection Fund

2017 Proposed Budget – Governmental Funds Only

Revenues			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Sales and Excise Tax	\$ 2,488,992	\$ 2,450,000	\$ 2,509,000
Investment Earnings	84,024	55,300	56,200
Change in Fair Value of Investments	5,752	-	-
Total Revenues	\$ 2,578,768	\$ 2,505,300	\$ 2,565,200

Highlights:

\$2,400,000 Local Option Sales Tax revenue forecasted, increase of \$80,000 over 2016

\$109,000 Motor Vehicle Excise Tax revenue forecasted, a decrease of \$21,000 over 2016

Expenditures			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Services and Charges	\$ 555,068	\$ 400,700	\$ 550,100
Transfers Out	2,549,330	2,158,800	1,066,000
Total Expenditures	\$ 3,104,398	\$ 2,559,500	\$ 1,616,100

Highlights:

\$60,100 for state and city administrative costs

\$490,000 estimated payment to Brainerd for airport revenue sharing agreement

Sales Tax Transfers include:

\$436,400 for 2007A debt service on water treatment plant

\$629,600 for 2009A and 2009B debt service for new wastewater treatment plant

Net Revenues Over/(Under) Expenditures	\$ (525,630)	\$ (54,200)	\$ 949,100
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Recycling Fund

2017 Proposed Budget – Governmental Funds Only

Revenues			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Intergovernmental Revenue	\$ 27,416	\$ 46,600	\$ 42,300
Charges for Services	276	200	300
Investment Earnings	275	-	200
Change in Fair Value of Investments	20	-	-
Transfers In	6,900	4,800	5,200
Total Revenues	\$ 34,887	\$ 51,600	\$ 48,000

Highlights:

\$42,300 estimated SCORE Grant funding based on Crow Wing County funding changes
 \$5,200 proposed transfer from General Fund to fund leaf program

Expenditures			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Services and Charges	\$ 35,114	\$ 46,800	\$ 48,000

Highlights:

\$42,300 for recycling contracts with garbage haulers, now based upon tonnage recycled
 \$5,200 for contracted leaf disposal and advertising

Net Revenues Over/(Under) Expenditures	\$ (227)	\$ 4,800	\$ -
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Capital Equipment Fund

2017 Proposed Budget – Governmental Funds Only

Purpose:

- Provide a sinking fund for future capital equipment replacement purchases
- Attempts to smooth annual capital outlay expenditures for systematic replacement of capital equipment, including squad cars, public works, and parks vehicles

Revenues			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Investment Earnings	\$ 8,601	\$ 5,600	\$ 6,300
Change in Fair Value of Investments	549	-	-
Other	6,400	-	-
Transfers In	339,300	229,900	239,300
Total Revenues	\$ 354,850	\$ 235,500	\$ 245,600

Highlights:

- \$53,600 IT/GIS funding in all departments for technology replacements
- \$64,000 Police vehicle replacement charges for future squad replacements
- \$2,900 Public Works Administration future truck replacements
- \$30,900 Streets vehicle replacement charges for future truck and equipment replacements
- \$10,000 Streets civil siren future replacements
- \$47,600 Parks vehicle/equipment replacement charges for future truck and equipment replacements

Expenditures			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Supplies	\$ 6,547	\$ 13,000	\$ 30,000
Capital Outlay	99,631	237,100	203,800
Total Expenditures	\$ 106,178	\$ 250,100	\$ 233,800

Highlights:

- \$30,000 citywide desktop computer replacements
- \$30,000 network infrastructure upgrades
- \$30,000 Public Works Admin 2000 truck replacement
- \$37,500 new Public Works Maintenance truck addition
- \$84,800 Police squad car replacement (two)
- \$21,500 Parks and Streets replacement equipment, including: \$10,000 for a mower; \$11,500 for a utility vehicle/work cart

Net Revenues Over/(Under) Expenditures	\$ 248,672	\$ (14,600)	\$ 11,800
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Collector Street Fund

2017 Proposed Budget – Governmental Funds Only

Purpose:

- Provide a sinking fund for future collector street construction on a pay-as-you-go basis
- Minimizes the need to issue debt and levy for debt service for the City's share of project costs such as additional street width, lanes, and curb and gutter
- Provides an additional revenue source to leverage MSA for City collector streets

Revenues

	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Special Assessments	\$ 1,244	\$ -	\$ -
Gifts and Contributions	3,138	-	-
Investment Earnings	45,111	24,000	30,700
Change in Fair Value of Investments	2,901	-	-
Transfers In	337,000	337,000	387,000
Total Revenues	\$ 389,395	\$ 361,000	\$ 417,700

Highlights:

\$387,000 transfer from General Fund property tax levy to fund 2018 Cypress Drive project, offset with \$50,000 reduction to the debt service levy

Expenditures

	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Capital Outlay	\$ -	\$ -	\$ -
Transfers Out	758,544	-	-
Total Expenditures	\$ 758,544	\$ -	\$ -

Net Revenues Over/(Under) Expenditures	\$ (369,149)	\$ 361,000	\$ 417,700
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Street Replacement Fund

2017 Proposed Budget – Governmental Funds Only

Revenues			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Franchise Fees	\$ -	\$ -	\$ 368,500
Special Assessments	10,286	-	-
Intergovernmental Revenue	120,496	118,000	124,000
Investment Earnings	3,336	500	3,300
Change in Fair Value of Investments	211	-	-
Transfers In	174,200	-	-
Total Revenues	\$ 308,530	\$ 118,500	\$ 495,800

Highlights:

\$124,000 Municipal State Aid (MSA) funding for MSA Street Maintenance (25% of annual allocation)
 \$368,500 franchise fees for pavement management

Expenditures			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Services and Charges	\$ 194,831	\$ 220,400	\$ 471,700
Capital Outlay	-	-	-
Total Expenditures	\$ 194,831	\$ 220,400	\$ 471,700

Highlights:

\$471,700 sealcoating pavement management

Net Revenues Over/(Under) Expenditures	\$ 113,699	\$ (101,900)	\$ 24,100
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Trail Construction and Maintenance Fund

2017 Proposed Budget – Governmental Funds Only

Purpose:

- Provide a sinking fund for future trail maintenance and reconstruction
- To provide a sinking fund for future trail construction by leveraging DNR and other grants with matching funds from this construction fund

Revenues					
	2015 Actual		2016 Amended Budget		2017 Proposed Budget
Franchise Fees	\$	-	\$	-	\$ 25,500
Investment Earnings		3,652		2,500	2,500
Change in Fair Value of Investments		245		-	-
Transfers In		28,500		28,000	-
Total Revenues	\$	32,396	\$	30,500	\$ 28,000

Highlights:

\$25,500 franchise fees for pavement management

Expenditures					
	2015 Actual		2016 Amended Budget		2017 Proposed Budget
Supplies	\$	235	\$	-	\$ -
Services and Charges		30,678		30,500	25,000
Services and Charges	\$	30,913	\$	30,500	\$ 25,000

Highlights:

\$25,000 for maintenance and repairs, including: \$7,500 for crack sealing, \$2,500 for trail patching, and \$15,000 for sealcoating

Net Revenues Over/(Under) Expenditures	\$	1,483	\$	-	\$ 3,000
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Debt Service Fund

2017 Proposed Budget – Governmental Funds Only

Revenues			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Property Taxes	\$ 1,121,370	\$ 1,126,000	\$ 1,076,000
Special Assessments	914,986	1,071,800	733,800
Intergovernmental Revenue	72,258	68,400	64,000
Investment Earnings	41,018	14,000	18,600
Change in Fair Value of Investments	2,541	-	-
Transfers In	670,847	675,100	679,700
Total Revenues	\$ 2,823,020	\$ 2,955,300	\$ 2,572,100

Highlights:

Transfers In from other funds:

\$74,000 from Sales Tax Fund for 2009A debt service related to wastewater capacity

\$555,700 from Sales Tax Fund for 2009B debt service related to wastewater capacity

\$50,000 from the WAC and SAC Funds for 2013 Refunding Bonds [portion related to 2006A G.O. Capital Improvement Bonds (for the public works facility)]

\$64,000 estimated rebate from the federal government for 2009B debt service interest related to wastewater capacity (Build America Bonds program)

Expenditures			
	2015 Actual	2016 Amended Budget	2017 Proposed Budget
Services and Charges	\$ 1,550	\$ 2,000	\$ 2,200
Debt Service	6,529,351	4,216,500	3,235,200
Transfers Out	-	-	-
Total Expenditures	\$ 6,530,901	\$ 4,218,500	\$ 3,237,400

Highlights:

Debt service principal and interest payments on the City's outstanding debt

Net Revenues Over/(Under) Expenditures	\$ (3,707,881)	\$ (1,263,200)	\$ (665,300)
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The 2016 G.O. Improvement Bonds will be structured for a sale this fall, with the first debt service levy occurring in 2018.

Debt Service Fund

2017 Proposed Budget – Governmental Funds Only

Debt Service Levies by Fund

	2015 Actual	2016 Amended Budget	2017 Proposed Budget
G.O. Improvement Bonds 2007B	\$ 418,853	\$ 245,200	\$ -
G.O. Refunding Bonds 2010 (04/05B)	552,855	240,000	260,000
G.O. Refunding Bonds 2013A (06A/06B portion)	149,662	149,800	188,200
G.O. Improvement Bonds 2014	-	302,500	178,900
G.O. Improvement Bonds 2015	-	188,500	448,900
Total Debt Service Levies	\$ 1,121,370	\$ 1,126,000	\$ 1,076,000

Full-Time Equivalent Staff Positions by Department

2017 Proposed Budget – Governmental Funds Only

Department	2015 FTE Actual	2016 FTE Approved	2017 Annual Operating Budget		Position(s)
			FTE	Incr	
Administration	2.50	2.50	2.50	-	
Finance	4.00	4.00	4.00	-	
Information Systems	1.00	1.00	1.00	-	
Planning	3.00	3.00	2.50	(0.50)	Reallocate CD Admin Assistant
Police	15.00	15.00	15.00	-	
Public Works Admin	2.50	2.50	2.50	-	
Bldg Inspections	1.00	1.00	1.50	0.50	Reallocate CD Admin Assistant
Park Maintenance	5.00	5.00	5.00	-	
Streets Maintenance	2.04	2.04	2.04	-	
Water	2.33	2.33	2.33	-	
Sewer	2.33	2.33	2.33	-	
Storm Water	0.30	0.30	0.30	-	
Total FTE	41.00	41.00	41.00	-	

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-080**

**REVISED RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR FORESTLAND
CONVERSION TO ALLOW TREE CLEARING ON PROPERTY LOCATED BETWEEN
HOMESTEAD DRIVE AND ISLE DRIVE (CITY FILE 16-020)**

WHEREAS, Michael O'Donnell ("the applicant") has requested approval of conditional use permit on property legally described as follows:

OUTLOT A, PERCH LAKE ESTATES, CROW WING COUNTY, MINNESOTA

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called a Public Hearing on July 12, 2016 and recommends approval, and;

WHEREAS, the City Council considered the Planning and Zoning Commission recommendation at their July 19, 2016 meeting, and;

WHEREAS, the City Council considered revisions to the CUP at their September 20, 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 conditional use permit for Forestland Conversion to allow tree clearing.

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

1. The conditional use permit allows tree clearing based on the application received by the City on July 5, 2016 and revised plans received by the City on ~~June 29~~September 12, 2016, except as amended by this resolution and based on the finding that all applicable conditional use permit standards have been met.
2. A grading permit is required prior to any work on site.
3. **Prior to the issuance of a grading permit, the applicant shall:**
 - a. Submit and receive approval of a formal Stormwater Pollution Prevention Plan.
 - b. Submit and receive approval of a storm water plan to keep a 100-year storm event on site.
 - c. Submit and receive approval of permits from BSWR and the Corp. of Engineers for wetlands.
4. Approval shall expire within one year of the date of approval unless the applicant commences the authorized use to complete the required improvements.

Whereupon, said Resolution is hereby declared adopted on this ~~19~~20th day of ~~July~~September, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

HOMESTEAD DRIVE

PERCH LAKE ESTATES

OUTLET A

ISLE ROAD

GRADING NOTES:

- 1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS INCLUDING LOCATIONS, AND RM AND INVERT ELEVATIONS, OF EXISTING DRAINAGE AND SANITARY STRUCTURES. LOCATION AND SIZE OF EXISTING SANITARY, WATER, AND STORM SEWER STUBS, AND EXISTING GRADES SHALL ALSO BE VERIFIED.
2. EXISTING TOPOGRAPHICAL INFORMATION WAS PROVIDED BY KLD LAND SURVEYORS, BRAINERD, MN (218) 829-5333.
3. BENCHMARK: CONTACT KLD LAND SURVEYORS
4. NOTIFY ENGINEER IMMEDIATELY IF ANY INCONSISTENCIES ARE DISCOVERED BETWEEN ACTUAL SITE CONDITIONS AND WHAT IS SHOWN ON THE PLANS, WHICH ARE SIGNIFICANT ENOUGH TO ALTER THE INTENT OF THE DRAWINGS.
5. THE CONTRACTOR SHALL CONTACT GOPHER ONE CALL AT (800) 252-1166 FOR A UTILITY LOCATE PRIOR TO THE START OF CONSTRUCTION AND VERIFY LOCATIONS OF UTILITIES BEFORE BEGINNING WORK.
6. CONTRACTOR SHALL PERFORM CALCULATIONS TO VERIFY EARTHWORK QUANTITIES. CONTRACTOR'S BID SHALL BE BASED ON EARTHWORK CALCULATIONS COMPLETED BY THE CONTRACTOR.
7. SPOT ELEVATIONS ARE FLOW LINE AND/OR FINISHED GRADES, UNLESS OTHERWISE INDICATED.

NOTE: CADD FILES FOR ESTIMATING EARTHWORK QUANTITIES ARE AVAILABLE TO CONTRACTORS FOR PREPARING BIDS. IN ORDER TO RECEIVE THE CADD FILES, THE CONTRACTOR WILL NEED TO SIGN A HOLD-HARMLESS AGREEMENT PROVIDED BY SCHULTZ ENGINEERING & SITE DESIGN, AND AGREE TO PAY A \$50 PROCESSING FEE. THE CADD FILES WILL BE RELEASED UPON RECEIPT OF THE CHECK

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Engineer under the laws of the state of Minnesota

Brian U. Schultz, PE
Date: 09/12/2016
License No.: 43129

SCHULTZ ENGINEERING & SITE DESIGN

18 South Riverside Avenue
Suite 230
Surrey, MN 56377
www.schultzengineeringdesign.com
Ph: (320) 339-0669
Fax: (656) 633-1830
schultzeng@live.com

Table with 4 columns: NO., DATE, DESCRIPTION, CORRECTED CONTOUR ELEVATIONS. Row 1: 1, 09/16/2016, 1192, 1192. Row 2: 2, 1190, 1190. Row 3: 3, 1191, 1191. Row 4: 4, 1193, 1193.

O'DONNELL PROPERTY SWPPP
BAXTER, MINNESOTA

PROJECT NUMBER: 16049
SCALE: 1"=20'
C1 OF 3

GRADING PLAN



COMPACTION TESTS

- 1) Utility Trench Backfill: The Contractor's independent soil technician and approved testing laboratory shall perform in-place density and moisture tests at random depths in trench backfill at 100 foot intervals, or fraction thereof. Compaction of trenches shall be a minimum of 95% of the maximum dry density...
2) Compacted Fill Under Pavements: Compaction tests shall not be required beneath new pavements. Adequate compaction of materials under pavements shall be determined by test rolling the subgrade, and checking for excessive rutting. Test rolling shall be performed as per MNDOT Spec. 2111.
3) Areas exhibiting a failed compaction test shall be re-compacted and re-m tested to the satisfaction of the Engineer prior to acceptance of the project.
4) Copies of all compaction testing and test roll observation reports shall be provided to the Engineer.
5) Optimum moisture-density relationship will be determined by testing laboratory in accordance with ASTM D698 and maximum density determination made by Method D of ASTM D698 unless otherwise noted in these specifications.

SUBGRADE PREPARATION

- 1) Finished subgrade elevations shall be as follows:
a) Lawn areas: 4' below finish grade.
b) Planting areas: See Landscaping Plans/Details
2) The tolerance for areas to be paved shall not exceed 0.15 feet above or below plan subgrade.
3) The Contractor shall protect newly graded areas from erosion. Settlement or washing that occurs prior to acceptance of the Work shall be repaired and grades re-established.

DISPOSAL OF EXCESS WASTE MATERIALS

- 1) The Contractor shall remove excess excavated material, debris, and waste material from the Owner's property and legally dispose of it in accordance with all governing codes.

SPREAD TOPSOIL AND FINISH GRADING

- 1) Scarify subgrade to depth of 3" prior to placing topsoil. Spread topsoil evenly over complete subgrade as follows:
a) Lawn Areas on Private Property: Spread 4" lightly compacted layer of topsoil.
b) Lawn Areas in Public Right-of-way: Per City requirements
c) Planting Areas: See Landscape Plan/Details
2) Finish grade accurately within 0.15 feet of finish grades shown on the project drawings, less the thickness of any sod where it is to be installed. Slope all grades away from buildings to provide positive drainage.
3) Prepare topsoil suitable to receive seed and/or sod. Grading of areas designated for topsoil shall be reasonably smooth and even, and in accordance with MNDOT Spec. 2105.3G and 2574.3A4. All debris and stones exceeding 3" in diameter shall be removed from the soil surface of these areas prior to seeding. Areas compacted by vehicles or storage of materials shall be plowed, disked and harrowed to match texture of other finish graded areas.
4) Grass seed shall be in accordance with MndOT Spec. 3876, seed mix No. 25-131, applied at the rate of 220 pounds per acre or as indicated on the landscape plans. Mulch shall be applied and disincorporated to all seeded areas and shall meet the requirements of MndOT Spec. 3882, Type 3 or as otherwise indicated by the Engineer.

FILLING AND GRADING

- 1) Rough grading of all areas within the construction limits, including adjacent transition areas shall be reasonably smooth and compacted. The rough graded subgrade surface generally shall not be more than 6 inches above or below the established subgrade elevations. All ditches, swales, and gutters shall be graded to drain adequately. The subgrade shall be evenly sloped to provide drainage away from building walls in all directions at a minimum slope of 1%. The Contractor shall provide rounded transitions at top and bottom of banks and other breaks in grade.
2) Fill and backfill materials shall be inorganic soils free of roots, rocks, boulders, and debris.
3) Bedding material or granular backfill larger than 2" in its largest dimension shall not be allowed within 2 feet of new underground pipes. Material larger than 3" in its largest dimension shall not be allowed within 1 foot of subgrade elevation.
4) Imported compacted fill material shall have a maximum of 12 percent passing the #200 sieve, by weight. The proposed fill material shall be tested by an independent testing lab for suitability as compacted fill for this project. The Contractor shall pay for the testing services and provide a copy of the test results to the Engineer.
5) The Contractor shall fill and grade as necessary to bring surface to required elevations, and provide all materials necessary, whether obtained on or off the project site.
6) The Contractor shall place compacted material in uniform horizontal lifts not exceeding 8" in depth for clay soils, and 12" in depth for sandy soils, and compact as required to achieve specified density.
7) Compaction shall be obtained with the use of vibratory rollers or rammers. During compaction, fill material shall contain moisture content, as necessary, for the required compaction as indicated by an independent testing laboratory. The moisture shall be uniform throughout each lift. If the material is too dry, water shall be added with approved equipment and methods, which will not wash out fine material. If the material is too wet, it shall be dried by harrowing, disked, blading, or other approved methods recommended by the independent testing laboratory.
8) Areas designated for pavement in excavated (cut) areas shall be scarified to a depth of 1 foot. The Contractor shall bring the subgrade material to optimum moisture content as indicated by the independent testing laboratory, and compact the subgrade to the specified density listed below for soils underneath pavements.
9) The Contractor shall not place fill material when either the fill material, or the material on which it is to be placed, is frozen. Any soft or yielding areas appearing in the fill resulting from frost, rain, or any other reason whatsoever shall be scarified, removed, re-compacted and/or otherwise rectified to the satisfaction of the Engineer before any new fill is placed.

TOPSOIL

- 1) Adequate imported and/or stockpiled salvagable topsoil shall be utilized for this project.
2) Topsoil shall be free of clay lumps, roots, brush, large stones, and debris, and shall have a minimum organic content of 5 percent.
3) Remove topsoil to its entire depth from areas, which are to be disturbed by new construction work. Existing lawn areas, which are not in the proposed construction areas shall remain in place. The Contractor shall field verify topsoil depths between any soil borings, and remove to greater depths than indicated in the soils report if such conditions are encountered. Salvaged topsoil shall be maintained in stockpiles.
4) Stockpiled topsoil shall only be used for finish grading of new lawn areas. Excess topsoil shall be removed from the site by the Contractor.
5) Protect all existing lawn areas, plantings, and other landscaping to remain in place. Any damaged areas shall be replaced at the Contractor's expense.

UNFORESEEN OBSTACLES

- 1) The Engineer shall be contacted immediately if any unforeseen major obstacles are encountered during excavation, such as abandoned wells, abandoned or functioning utilities, subsurface streams or rock, etc., which would add significant expense to the Contractor.
2) The Contractor shall still be responsible for completing all work required for this project where encountered conditions may be reasonably determined from a soil/geotechnical report and review of the project site and contract documents.

DEWATERING

- 1) Surface drainage shall be provided during construction in a manner so as not to create a nuisance to adjacent areas.
2) All excavations shall be free of water during construction within the excavations. Dewatering shall be accomplished by pumping or trenching, and shall be conducted regardless of the cause, source, or nature of the water.
3) Berms, cofferdams, or piling shall be provided as necessary to protect excavations.
4) Excavations shall be sloped to drain, and necessary pumps, hoses and other equipment shall be provided to keep excavation free of water.
5) All temporary equipment used for dewatering shall be removed from the site when no longer necessary.

STANDARDS AND REFERENCES

Materials and construction methods specified in the plans reference the Minnesota Department of Transportation (MNDOT) Standard Specifications for Construction. The Contractor shall obtain a current copy of MNDOT's Standard Specifications for Construction and review the specification sections applicable to the plans.

It is mandatory that the Contractor be knowledgeable of the applicable MNDOT specification sections during construction. No additional compensation will be paid to the Contractor for additional work due to unfamiliarity with the applicable specification sections.

Contractor shall refer to the geotechnical report for additional requirements and recommendations.

EARTHWORK SPECIFICATIONS

PROTECTION

- 1) The Contractor shall maintain all benchmarks, monuments and other reference points. If any are disturbed or destroyed, they shall be replaced at the Contractor's expense.
2) The Contractor shall contact the Engineer immediately if any unknown functioning underground utilities are discovered during the course of the project, which may interfere with construction. The Contractor shall wait for instructions before proceeding.
3) The Contractor shall be responsible for any damage to functioning underground or overhead utility lines. Damaged utilities shall be repaired immediately and service restored at no additional cost to the Owner.
4) The Contractor shall provide barricades, staking and other safety measures required by OSHA.
5) The Contractor shall protect all adjacent existing facilities from damage, including, but not limited to settlement due to excavations, erosion, etc. The Contractor shall be responsible for the repair of such damages.

PROJECT CONDITIONS

- 1) The Contractor shall become familiar with the project site, and compare actual conditions in the field with those shown on the project drawings. The Contractor shall contact the Engineer immediately if any inconsistencies are found between the existing conditions and the project drawings.
2) No extra compensation will be allowed due to unusual conditions which could have reasonably been determined or anticipated by examination of the project site and project drawings.

PLAN GRADES

- 1) Elevations shown on the project drawings are finished grade elevations, unless noted otherwise. Elevations not specifically indicated shall be determined by interpolation of uniform slope between spot elevations and/or contours, or between such points and existing elevations. Adequate slope shall be constructed to provide positive drainage away from structures.
2) If inconsistencies exist on the plans between contours and spot elevations, the spot elevations shall govern.

16049Grading.dwg

PROJECT INFORMATION

Project Description

This project will consist of raising the elevation of the majority of the subject property to 1293, for the purposes of removing these portions of the site from the newly established flood plain areas.

Impervious Surface Tabulation

Table with 2 columns: Category and Area. Rows include Anticipated Disturbed Area (1.0 acres), Existing Impervious Area (0.0 acres), Proposed Impervious Area (0.0 acres), and Net Impervious Area Increase (0.0 acres).

Permanent Site Drainage

Site drainage will remain consistent with existing drainage patterns.

Receiving Surface Waters

The following surface waters could receive storm water runoff from this project, and are within 1 mile of the project site:

Table with 6 columns: Surface Water, Type of Surface Water, Impaired Water?, Special Water?, USPA Approved MMDL for Impaired Water?, and Comments. Row 1: Perch Lake, Lake, No, No, [blank], [blank].

SEDIMENT AND OTHER POLLUTANTS

This SWPPP has been designed mainly to provide erosion and sediment control of naturally occurring soils at this site (ie: sands, loams, and clays). Although this SWPPP does address pollution prevention of other man-made materials, it is assumed that these materials will consist of debris from existing structures and pavements to be demolished, or debris and chemicals (ie: fuels, new paints, etc.) resulting from new construction.

There are no known solid wastes or hazardous materials buried below grade at this site. If such wastes or hazard materials are discovered during construction, the SWPPP Coordinator (described below) will be responsible for notifying the Engineer. This SWPPP will then be revised to address the presence and disposal of these additional pollutants.

EROSION PREVENTION AND SEDIMENT CONTROL RESPONSIBILITIES

SWPPP Design Engineer and Qualifications

Table with 2 columns: Design Engineer, Training Course, Training Entity, Instructor, Dates of Training Course, and Total Training Hours. Design Engineer: Brian J. Schultz, PE. Training Course: Design of SWPPP Recert. Training Entity: University of Minnesota. Instructor: John Chapman. Dates of Training Course: May 7, 2014. Total Training Hours: 5.5.

*Design of SWPPP is a recertification course offered by the University of Minnesota. The Engineer's certification for Design of SWPPP is current, and will expire May 31, 2017. Certification documentation is on file at the Engineer's office and a copy can be provided upon request.

SWPPP Coordinator and Qualifications

The Contractor shall provide an individual who shall serve as the SWPPP Coordinator for this project. The SWPPP coordinator shall oversee the implementation of this SWPPP, as well as the necessary inspections (described below) of erosion prevention and sediment control BMPs. The SWPPP Coordinator shall also oversee the installation, maintenance, and repair of the BMP's to be completed in accordance with this SWPPP. The SWPPP Coordinator shall be responsible for the items listed above during the period from the start of the project to the establishment of final stabilization. During this period, the SWPPP Coordinator, or their assigned, qualified (see below) representative shall be available for an on-site inspection within 72 hours upon request by the MPCA.

It shall be the Contractor's responsibility to complete the table below, which will identify the SWPPP Coordinator and that person's qualifications. This person shall acknowledge that he/she has been assigned to serve as SWPPP Coordinator and will be overseeing the items listed in this section, by providing their signature in the space below. Please note that this SWPPP will not be considered complete if the table below is not filled in.

* Typically, the identity of the SWPPP Coordinator is unknown until the project is awarded. The SWPPP Coordinator may be identified at the project's Preconstruction Conference.

Table for SWPPP Coordinator information: Company Name, Office Phone #, Cell Phone #, Training Course, Training Entity, Instructor, Dates of Training Course, Total Training Hours.

Signature and Date line for SWPPP Coordinator. Includes fields for (Printed Name), (Signature), and (Date).

The SWPPP Coordinator may assign other personnel to supervise or perform the duties listed above. However, in completing the duties listed above, at least one person shall be trained in erosion prevention and sediment control as related to that particular part of the SWPPP.

If the SWPPP Coordinator chooses to delegate some of the duties and responsibilities listed above to other personnel, a list of the personnel, as well as their qualifications, shall be kept with and shall become part of this SWPPP. The qualifications shall be documented in a manner similar to the table shown above. A copy of this list shall be provided to the Engineer.

Once the project has been completed and accepted by the Owner, and Final Stabilization has been established and 'Notice of Termination' submitted to the MPCA, the Owner assumes responsibility for the long term maintenance of the storm water management system.

The SWPPP Coordinator shall be responsible for ensuring that the Contractor properly disposes of the temporary erosion and sediments control measures within 30 days after site stabilization is achieved or after the temporary measures are no longer needed.

Record Retention

The SWPPP and associated records shall be stored and maintained by an employee or representative of the Owner for 3 years after the submission of the Notice of Termination (NOT). Responsibility for overseeing the records will be transferred to another employee or representative should the current personnel become uninvolved with the project or Owner. These records shall include the following:

- 1. The final SWPPP
2. Any other stormwater related permits required for the project
3. Records of all inspection and maintenance conducted during construction
4. All permanent operation and maintenance agreements that have been implemented, including all right-of-way, contracts, covenants and other binding requirements regarding perpetual maintenance
5. All required calculations for design of the temporary and permanent Stormwater Management Systems.

BMP INSPECTIONS

Inspection Frequency

The SWPPP Coordinator shall inspect, or designate someone else who is qualified to inspect (see above), the construction site erosion prevention and sediment control BMPs per the following time frames:

- 1. Once every 7 days
2. Within 24 hours of a rain event (1/2" or greater over 24 hours)

Inspections shall be conducted per the time frames listed above with the following exceptions:

- 1. Where parts of the construction site have permanent cover, but work remains on other parts of the site, inspections of areas with permanent cover may be reduced to once per month
2. Where construction sites have permanent cover on all exposed soil areas and no construction activity is occurring anywhere on the site, the site must be inspected for a period of 12 months (inspections may be suspended during frozen ground conditions). Following the 12th month of permanent cover with no construction activity, inspections may be terminated until construction activity is once again initiated or sooner if notified in writing by the MPCA.
3. Where work has been suspended due to frozen ground conditions, the required inspections and maintenance schedule must begin within 24 hours after runoff occurs at the site or prior to resuming construction, whichever occurs first.

Inspection Records

The SWPPP Coordinator shall maintain inspection records during construction. These must be recorded in writing within 24 hours of the inspection and/or maintenance activity. The inspection records shall include the following:

- 1. Date and time of inspections
2. Name of person(s) conducting inspection
3. Findings of inspections, including recommendations for corrective actions
4. Corrective actions taken (including dates, times, and party completing maintenance activities)
5. Date and amount of any rainfall events greater than 1/2" in 24 hours
a). The Contractor shall install and maintain a rain gauge at the construction site in order to verify rainfall amounts.
6. If any discharge is observed to be occurring during the inspection, a record of all points of the property from which there is a discharge must be made, and the discharge shall be described (i.e., color, odor, floating, settled, or suspended solids, foam, oil, sheen, and other obvious indicators of pollutants) and photographed.
7. Documentation of any changes to the SWPPP made during construction
a). If the SWPPP coordinator observes that a BMP fails on a regular basis and believes that it is ineffective, it shall be his/her responsibility to notify the Engineer of such deficiencies. The Engineer may then amend the SWPPP (see 'Amending the SWPPP')

Note: Copies of all inspection records shall be submitted to the Engineer.

AMENDING THE SWPPP

During the construction of this project it may become necessary to amend this SWPPP. Should the responsibility of installing, inspecting and maintaining the erosion and sediment control devices and techniques described in this SWPPP be transferred from the current Contractor to another Contractor, or from the current Contractor to the Owner, this SWPPP shall be updated accordingly. The Owner will also be required to complete an 'Permit Modification Form'.

Should it be determined, during construction, by the SWPPP Coordinator, Engineer, or Regulatory Official that deficiencies in this SWPPP exist, or if significant changes are made to the design/scope of this project that impact erosion prevention and sediment control, the Engineer will be notified immediately. The Engineer will then review potential deficiencies and/or significant changes to project design/scope, and make necessary changes to the SWPPP.

After changes are made to the SWPPP, the Engineer will issue the necessary documentation, reflecting the changes, to the owner and to the SWPPP Coordinator. The SWPPP Coordinator shall be responsible to make sure that this documentation is added to the on-site SWPPP copy and that the changes described in the documentation is implemented on-site.

EROSION PREVENTION AND SEDIMENT CONTROL BMPs

Standards and References

Materials and construction methods of all BMPs included in this SWPPP shall be as per the Minnesota Department of Transportation (MNDOT) Standard Specifications for Construction, latest edition. The Contractor and SWPPP Coordinator shall obtain a current copy of MNDOT's Standard Specifications for Construction and familiarize themselves with the specification sections applicable to this SWPPP, as there are several BMPs that specifically reference these sections.

The Contractor and SWPPP Coordinator shall be expected to be familiar with the applicable MNDOT specification sections during construction. No additional compensation will be paid to the Contractor for additional work due to unfamiliarity with these specification sections.

Undisturbed Areas

If shown on the plan, the Contractor shall delineate areas that are not to be disturbed on the site. This may be done with flags, stakes, signs, silt fence, etc., and shall be completed prior to the start of any grading operations. Regardless of the delineation method the Contractor chooses to use, the Contractor must communicate to his/her personnel and subcontractors that these areas are not to be disturbed and construction equipment (including trucks and personal vehicles) shall not be allowed in these areas.

The Contractor shall minimize compaction and preserve topsoil as much as possible at the site. In previous 'green' areas that are not essential to the construction of the project, the Contractor shall avoid construction traffic and maintain the existing condition of these areas.

Temporary and Permanent Stabilization

All exposed soil areas (including stockpiles) shall be provided with temporary or permanent cover within 7 days of construction activity temporarily or permanently ceasing in that portion of the site. Temporary or permanent drainage ditches or swales, which drain off site or to a surface water, and are within 200 linear feet of the property line or surface water shall be provided with temporary or permanent cover within 24 hours of construction. Placement of temporary or permanent cover shall be initiated immediately upon suspension or completion of excavation operations.

Temporary Cover:

If the Contractor chooses to halt grading operations in a portion of the site (or the whole site) for a period exceeding 7 days, and grading operations (rough or finish grading) in the affected areas has not yet been completed, temporary cover shall be placed. Affected areas consisting of drainage ditches or swales connected to, and within, 200 linear feet of a property line or surface water shall be provided with temporary cover within 24 hours of connection. Depending on the Contractor's schedule, the temporary cover shall consist of one of the following BMPs:

- 1. Disconnected Mulch
a). Disconnected mulch may be used in an area of the site (or the whole site) if the Contractor is halting grading operations for a period that is relatively short, but exceeds 7 days.
b). The mulch shall be Type 3 per MNDOT Spec. 3882
c). An adequate quantity of mulch shall be evenly distributed to achieve 90% coverage of the exposed soils.
d). Mulch shall be placed as per MNDOT 2575.3C.
e). All mulch shall be disc anchored as per MNDOT 2575.3D. Prior to the placement and discanchoring of the mulch, the soils shall be loosened and the area smooth-rough graded per MNDOT 2574.
f). Any areas that are exposed as a result of wind action after the initial mulch placement shall be covered with additional mulch to maintain 90% coverage.
2. Temporary Seeding with Mulch
a). Temporary seeding with mulch may be used in areas of the site (or the whole site) if the Contractor is halting grading operations for a period that is relatively long. Although mulch still needs to be applied as described above, once the temporary seeding/turf is established, the mulch will no longer need to be maintained. The temporary seeding/turf will require very little maintenance.
b). Prior to the sowing of temporary seed, the soils shall be loosened and the area smooth-rough graded per MNDOT 2574.
c). Contractor shall utilize Seed Mixes 211-111, 21-112, or 21-113 per MNDOT Spec. 3876 for temporary seeding.
d). Temporary seeding shall be sown per MNDOT Spec. 2575.3B.
e). Once temporary seeding has been sown, mulch shall be placed over the area as described above.

Permanent Cover:

Upon completion of finish grading and/or placement of topsoil, initiation of the placement of permanent cover shall begin immediately over all exposed areas. This includes areas designated for impervious surfacing (ie: buildings, pavements/gravel bases, sidewalks, etc.). Where the construction schedule will not allow for the placement of the permanent impervious surfacing within 7 days of the completion of finish grading, temporary covers shall be provided in these areas, as described above, until the permanent impervious surfacing can be constructed. Affected areas consisting of drainage ditches or swales connected to, and within, 200 linear feet of a property line or surface water, shall be provided with permanent cover within 24 hours of connection.

Areas designated for permanent turf establishment shall be provided with one or more of the following BMPs (see plan):

- 1. Permanent Seeding with Mulch
a). Unless otherwise noted on the plans, all areas designated for turf establishment shall be provided with permanent seeding.
b). In addition to the plan included as part of this SWPPP, the Contractor shall verify if a Landscaping Plan has been included in the plans by the Architect. If a Landscape Architect has specified higher quality permanent cover (ie: sod, hydroseeding, etc.), the Contractor shall provide this permanent cover in lieu of the permanent seeding specified in this SWPPP.
c). Prior to the sowing of permanent seed, the soils shall be loosened and the area smooth-rough graded per MNDOT 2574.
d). Contractor shall utilize Seed Mix 25-131 per MNDOT Spec. 3876 for permanent seeding.
e). Permanent seeding shall be sown per MNDOT Spec. 2575.3B.
f). Once permanent seeding has been sown, mulch shall be placed over the area as described above (under Temporary Cover), unless noted otherwise.
2. Erosion Control Blanket
a). Erosion control blanket shall be placed in areas as shown on the plan included in this SWPPP. These areas shall still be provided with permanent seeding, as described above, beneath the erosion control blanket.
b). Erosion control blanket shall meet the requirements indicated in MNDOT Spec. 3885. See plan for category(ies) of erosion control blanket.
c). Erosion control blanket shall be installed as per MNDOT Spec. 2575.3G2.
d). Erosion control blanket specified in drainage ditches and swales connected to, and within 200 linear feet of a property line or surface water shall be installed within 24 hours of the completion of finish grading (including permanent seeding).
3. Riprap
a). Riprap shall be placed in areas as shown on the plan included in this SWPPP.
b). All riprap shall be underlain with Type 4 geotextile fabric. The fabric shall meet the requirements of MNDOT Spec. 3733 and shall be installed as per MNDOT Spec. 2511.3B2.
c). Riprap materials shall meet the requirements of MNDOT Spec. 3801, and shall be Class 3, unless noted otherwise on the plans.
d). Riprap shall be considered 'Random Riprap' and shall be placed as per MNDOT Spec. 2511.
e). Although it is permitted for the riprap to be placed with machinery, it will be necessary for the Contractor to hand place some of the riprap in order to provide a dense, well-keyed layer of stones with the least practical quantity of void space.
f). The minimum thickness of the riprap shall be 18 inches, unless otherwise noted on the plans.
g). Riprap designated at the end of pipe outlets shall be placed within 24 hours of installation of the pipe outlet end section.
h). Riprap specified in drainage ditches and swales connected to, and within 200 linear feet, of a property line or surface water shall be installed within 24 hours of the completion of finish grading.

Sediment Control

The following sediment control BMPs shall be implemented as part of this project:

- 1. Silt Fence
a). Silt fence shall be installed at the locations shown on the plan included in this SWPPP.
b). Silt fence shall be machine sliced and materials shall meet the requirements of MNDOT Spec. 3886.
c). Silt fence shall be installed as per MNDOT Spec. 2573.3B2.
d). Silt fence shall be installed prior to any upgradient grading operations, and shall remain in place and maintained adequately until upgradient areas achieve Final Stabilization (see below)
e). Silt fence shall be repaired or replaced if damaged during, or after, rain events, or if accumulated sediment on the upstream side of the fence reaches 1/3 of the height of the fence. Repair or replacement of silt fence shall be completed within 24 hours of discovery.
f). Portions of silt fence may be removed to accommodate short-term activities, such as vehicle passage. Short-term activities shall be completed as quickly as possible, and new silt fence installed immediately after completion of the short-term activity. If rainfall is imminent or forecasted in the near future, new silt shall be installed regardless of the short term activity has been completed or not. The Contractor is advised to schedule short term activities during dry weather as much as practicable. No additional compensation will be paid due to additional silt fence associated with short-term activities.
g). Temporary soil stockpiles shall be placed on the site in areas upgradient from silt fence. Where the Contractor chooses to place temporary soil stockpiles outside designated silt fenced areas, the stockpiles shall be surrounded by additional silt fence. Under no circumstances shall temporary soil stockpiles be placed over surface waters, curb and gutter, catch basins, culvert inlets or outlets, or ditches.
2. Catch Basin Protection
a). WIMCO Road Drain protection devices, as manufactured by WIMCO, shall be used for catch basin protection on this project. WIMCO can be contacted at (952)-233-3055, and their web page is www.roadrain.com.
b). 'Road Drain Top Slab' devices shall be installed at all catch basin locations immediately after placement of the catch basin structures. 'Road Drain Top Slab' devices shall remain in place and be adequately maintained until permanent surfacing is constructed (ie: curb and gutter, pavements, and/or gravel surfacing). In areas designated for turf establishment, 'Road Drain Top Slab' devices shall remain in place until Final Stabilization of all upgradient areas is established.
c). Upon construction of the permanent surfacing, the 'Road Drain Top Slab' devices shall be replaced with the WIMCO product specified on the plans. The WIMCO devices shall remain in place until Final Stabilization of all upgradient areas has been established.
d). The contractor shall install and maintain the catch basin protection devices as per the manufacturer's instructions and specifications.
3. Culvert Inlet Protection
a). Culvert inlet protection shall be provided at all culvert inlet locations immediately after construction of the culvert. See plan included in this SWPPP for culvert inlet locations.
b). Culvert inlet protection shall consist of geotextile fabric wrapped around, and completely covering the inlet end section. The geotextile fabric shall be the same fabric used in silt fence applications and meet the requirements of MNDOT Spec. 3886.
c). The culvert inlet protection shall remain in place and adequately maintained until Final Stabilization of all upgradient areas has been established.
d). Culvert inlet protection shall be repaired or replaced if damaged during, or after, rain events, or if accumulated sediment reaches 1/2 of the diameter of the culvert pipe. Repair or replacement of culvert inlet protection shall be completed within 24 hours of discovery.

4. Temporary Rock Construction Entrance

- a). Temporary rock construction entrances shall be installed at the locations shown on the plan included in this SWPPP. See detail for temporary rock entrance design.
b). If the Contractor chooses to access the site from locations other than where temporary rock entrances are specified on the plans, additional temporary rock entrances shall be placed at these locations, as well.
c). Temporary rock entrance shall be constructed prior to the start of grading operations, and shall remain in place and be adequately maintained until Final Stabilization has been established.
d). Temporary rock entrances shall be maintained in such a manner that the entrances prevent sediment tracking onto adjacent streets. If a temporary rock entrance is found to be ineffective, it shall be replaced or improved within 24 hours of discovery.
e). The Contractor has the option to place Type 4 geotextile fabric beneath the temporary rock entrance. The fabric may extend the life of the entrance as it will reduce rock 'sinking' into the underlying soils. If the Contractor chooses to use fabric, it should meet the requirements of MNDOT Spec. 3733 and shall be installed as per MNDOT Spec. 2511.3B2.
f). If sediment tracking from the site is discovered on adjacent streets, the sediment shall be removed with a street sweeper or other approved method within 24 hours of discovery. This shall be done throughout construction of the project. This sediment may be returned and graded over exposed areas of the site, or disposed of off site per MPCA requirements.

The City may order street sweeping to be performed at the Contractor's or Owner's expense if City staff find that construction activities are resulting in sediment or debris being tracked onto City streets.

5. Filter Logs

- a). Filter logs shall be installed at the locations shown on the plan included in this SWPPP.
b). Filter logs shall consist of Type Wood Fiber bionolls and meet the requirements of MNDOT Spec. 3897.
c). Filter logs shall be installed as per MNDOT Spec. 2573.3F.
d). Filter logs shall be installed immediately after placement of erosion control blanket.
e). Filter logs shall remain in place for the life of the project, and shall be allowed to degrade naturally.

Dewatering

If dewatering of sandy subsols is required for this project, the pump discharge shall be treated prior to discharge off site or into a surface water. Treatment of discharge shall be achieved with the use of a 'Dandy Dewatering Bag' (or approved equivalent), as manufactured by Dandy Products, Inc. Dandy Products, Inc. can be contacted at (877) 307-0141, and their web page is www.dandyproducts.com. The 'Dandy Dewatering Bag' shall be installed, utilized, and maintained per the manufacturer's instructions and specifications.

Once dewatering water has been treated, it may be discharged off site or to a surface water. The discharge shall be visually checked to ensure that it is relatively clean and not visibly different from any receiving waters. If discharge is noticeably 'dirty', the Engineer shall be contacted as additional treatment methods may be necessary.

Adequate erosion control shall be provided at the point of discharge if it is located in an area with exposed soils or established turf. This erosion control may consist of temporary placed rip rap, or other approved energy dissipation measures. The type of erosion control measure shall be at the Contractor's discretion, depending on the location of the dewatering discharge and the unique site characteristics. The erosion control measures shall be effective and shall be maintained adequately such that no erosion occurs at the point of discharge.

Pollution Prevention Management

Solid waste accumulated during construction, including collected sediment, construction materials, floating debris, construction debris, paper, plastics, and other solid wastes shall be disposed of in accordance with MPCA disposal requirements:

- 1. Building products that have the potential to leach pollutants shall be maintained under cover (e.g., plastic sheeting or temporary roofs) to prevent the discharge of pollutants or protected by a similarly effective means designed to minimize contact with storm water.
2. Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials shall be maintained under cover (e.g., plastic sheeting or temporary roofs) to prevent the discharge of pollutants or protected by similarly effective means designed to minimize contact with stormwater.
3. Hazardous materials, toxic waste, including oil, diesel fuel, gasoline, hydraulic fluids, paint solvents, petroleum-based products, wood preservatives, additives, curing compounds, and acids) shall be properly stored in sealed containers to prevent spills, leaks or other discharge. Restricted access storage areas shall be provided to prevent vandalism. Storage and disposal of hazardous waste or hazardous materials shall be in compliance with Minn. R. ch. 7045 including secondary containment as applicable.
4. Solid waste shall be stored, collected and disposed of properly in compliance with Minn. R. ch. 7035.
5. Portable toilets shall be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. ch. 7041.

The Contractor shall take steps to prevent the discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded including the use of drip pans or absorbents unless infeasible. The Contractor shall conduct fueling in a contained area unless infeasible. The Contractor shall ensure adequate supplies are available at all times to clean up discharged materials and that an appropriate disposal method is available for recovered spilled materials. The Contractor shall use the following procedure for spill response: 1. Stop the source of the spill. 2. Contain the spill. 3. Clean up the spill. 4. Dispose of the spill. 5. Report the spill to the appropriate authority.

If the Contractor washes the exterior of vehicles or equipment on the project site, washing shall be limited to a defined area of the site. Runoff from the washing area shall be contained in a sediment basin or other similarly effective control and waste from the washing activity shall be properly disposed of. The Contractor shall properly use and store soaps, detergents, or solvents. No engine degreasing shall be allowed on site.

The Contractor shall provide effective containment for all liquid and solid wastes generated by washout operations (concrete, stucco, paint, form release oil, curing compounds and other construction materials) related to the construction activity. The liquid and solid washout wastes shall not contact the ground, and the containment shall be designed so that it does not result in runoff from the washout operations or areas. Liquid and solid wastes shall be disposed of properly and in compliance with MPCA rules. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.

FINAL STABILIZATION

Final Stabilization shall be considered established once the following requirements have been achieved:

- 1). All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70 percent of its expected final growth density over the entire previous surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
2). The permanent storm water management system is constructed, and is operating as designed. Temporary or permanent sedimentation basins that are to be used as permanent water quality management basins have been cleaned of any accumulated sediment. All sediment has been removed from conveyance systems and ditches are stabilized with permanent cover.
3). All temporary synthetic and structural erosion prevention and sediment control BMPs have been removed from the project site. BMPs designed to decompose on site may be left in place.

ADDITIONAL COMMENTS

The Contractor is solely responsible for the cleanup of any wetlands, rivers, streams, lakes, reservoirs, other waters of the State (as defined by the MPCA's General Storm Water Permit), ground or roadway surfaces or other property damaged by construction activity related to this project.

Besides the NPPDES permit (MPCA General Storm Water Permit), the Contractor shall also obtain all other necessary local government permits related to erosion and sediment control, if applicable (ie: Watershed District, County Soil and Water Conservation District, MNDOT, etc.) and pay any associated fees.

This SWPPP is intended to provide a plan for addressing the erosion prevention and storm water management issues associated with this project. It is to be used in conjunction with the project plans, specifications, and the MPCA General Storm Water Permit. In addition to the SWPPP, the Owner, Contractor, and SWPPP Coordinator shall familiarize themselves with the actual requirements indicated in the MPCA General Storm Water Permit itself and are responsible for compliance with the permit's terms, requirements, and conditions. The Engineer can provide a copy of the permit upon request.

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Engineer under the laws of the state of Minnesota

Brian J. Schultz, PE
Date: 09/12/2016
License No.: 43129

SCHULTZ ENGINEERING & SITE DESIGN



Ph: (620) 630-0669
Fk: (666) 630-1800
schultzeng@live.com
www.schultzengineeringdesign.com
18 South Riverside Avenue
Sartell, MN 56377

Table with 4 columns: REVISIONS NO., DATE, DESCRIPTION, and a blank column. Row 1: 1, [blank], [blank], [blank].

O'DONNELL PROPERTY SWPPP
BAXTER, MINNESOTA

PROJECT NUMBER: 16049

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
 City of Baxter
 13190 Memorywood Drive
 Baxter MN 56425
 FROM CONTRACTOR:
 Baratto Brothers Construction, Inc.
 13872 Shafer Road
 Crosslake, MN 56442

VIA ARCHITECT: Wisdeth Smith Nolting &
 Assoc., Inc.
 7804 Industrial Park
 Road

AIA DOCUMENT G702

PROJECT: Oscar Kristopherson Park
 Picnic Pavilion

PERIOD TO: 6-Sep-16

PROJECT NOS: 0102B0372.000

CONTRACT DATE: 23-Mar-16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	189,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	189,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	189,000.00
5. RETAINAGE:		
a. 0% of Completed Work (Column D + E on G703)	\$	\$0.00
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	189,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	170,100.00
8. CURRENT PAYMENT DUE	\$	18,900.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *Scott McCall*

Date: 9/6/2016

State of: MN

County of: Cass

Subscribed and sworn to before me this 6th day of September 2016

Notary Public: *Matt Radniecki*

My Commission expires: Jan 31, 2019

MATTHEW R RADNIECKI
 NOTARY PUBLIC
 MINNESOTA
 My Commission Expires Jan. 31, 2019



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 18,900.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *[Signature]* Date: 9/6/16

This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: Retainage

APPLICATION DATE: 6-Sep-16

PERIOD TO: 6-Sep-16

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

ARCHITECT'S PROJECT NO: 0102B0372.000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE) 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	General Conditions	\$26,685.00	\$26,685.00				\$26,685.00	100.0%	\$0.00	\$0.00
1	SAC/WAC	\$24,375.00	\$24,375.00				\$24,375.00	100.0%	\$0.00	\$0.00
1	Building Permits	\$2,800.00	\$2,800.00				\$2,800.00	100.0%	\$0.00	\$0.00
2	Site Work	\$18,700.00	\$18,700.00				\$18,700.00	100.0%	\$0.00	\$0.00
3	Concrete	\$59,726.00	\$59,726.00				\$59,726.00	100.0%	\$0.00	\$0.00
4	Masonry	\$10,270.00	\$10,270.00				\$10,270.00	100.0%	\$0.00	\$0.00
5	Metals:	\$320.00	\$320.00				\$320.00	100.0%	\$0.00	\$0.00
6	Woods & Plastics	\$17,396.00	\$17,396.00				\$17,396.00	100.0%	\$0.00	\$0.00
8	Doors/Windows	\$2,838.00	\$2,838.00				\$2,838.00	100.0%	\$0.00	\$0.00
9	Finishes	\$4,050.00	\$4,050.00				\$4,050.00	100.0%	\$0.00	\$0.00
15	Mechanical	\$7,808.00	\$7,808.00				\$7,808.00	100.0%	\$0.00	\$0.00
16	Electrical	\$5,850.00	\$5,850.00				\$5,850.00	100.0%	\$0.00	\$0.00
17	Contracting Fee	\$8,182.00	\$8,182.00				\$8,182.00	100.0%	\$0.00	\$0.00
Totals		\$189,000.00	\$189,000.00	\$0.00	\$0.00	\$0.00	\$189,000.00	100.0%	\$0.00	\$0.00

MINNESOTA • REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-275-661-888
 Submitted Date and Time: 30-Aug-2016 4:52:42 PM
 Legal Name: BARATTO BROTHERS CONSTRUCTION INC
 Federal Employer ID: 04-3612570
 User Who Submitted: Baratto1
 Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1348190208
 Minnesota ID: 5884528
 Project Owner: CITY OF BAXTER
 Project Number: 0102B0372.000
 Project Begin Date: 23-Mar-2016
 Project End Date: 19-Jul-2016
 Project Location: 5672 BAXTER LIONS ROAD, BAXTER, MN 56425
 Project Amount: \$189,000.00

Subcontractor Summary

Name	ID	Affidavit Number
SCHRUPP EXCAVATING LLC	7575323	435339264
GRAVELLE PLUMBING AND HEATING INC	6421623	1623670784
HOLDEN ELECTRIC CO INC	8644602	802111488
DANO MASONRY	***-**-5775	1545256960
NEUMANN CONSTRUCTION INC	7114928	234627072
ANDERSON BROTHERS CONSTRUCTION CO	2978140	1195229184

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Contractor Affidavit Completed

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-692-923-456
Submitted Date and Time: 23-Aug-2016 4:38:58 PM
Legal Name: DANO MASONRY LLC
Social Security Number: ***-**-5775
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1545256960
Project Owner: CITY OF BAXTER
Project Number: 349
Project Begin Date: 23-Mar-2016
Project End Date: 01-Jul-2016
Project Location: OSCAR KRISOPHERSON PARK PAVILLION
Project Amount: \$59,726.00
Subcontractors: No Subcontractors

Important Messages

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MINNESOTA REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-371-422-784
Submitted Date and Time: 23-Aug-2016 2:04:55 PM
Legal Name: SCHRUPP EXCAVATING LLC
Federal Employer ID: 20-2136100
User Who Submitted: Schruppex
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 435339264
Minnesota ID: 7575323
Project Owner: CITY OF BAXTER
Project Number: 0102B0372.000
Project Begin Date: 04-Apr-2016
Project End Date: 18-Apr-2016
Project Location: CITY OF BAXTER
Project Amount: \$7,550.00
Subcontractors: No Subcontractors

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[Minnesota.gov](#) [Fraud Alert](#) [Site Help](#) [Related Sites](#) [Careers](#) 

MINNESOTA REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-144-845-888
Submitted Date and Time: 22-Aug-2016 4:09:31 PM
Legal Name: GRAVELLE PLUMBING & HEATING INC
Federal Employer ID: 41-1228137
User Who Submitted: gph2624
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1623670784
Minnesota ID: 6421623
Project Owner: CITY OF BAXTER
Project Number: 349-511
Project Begin Date: 16-May-2016
Project End Date: 31-Jul-2016
Project Location: OSCAR KRISTOPHERSON PAVILLION
Project Amount: \$7,575.00
Subcontractors: No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-246-216-256
Submitted Date and Time: 23-Aug-2016 11:08:58 AM
Legal Name: HOLDEN ELECTRIC CO INC
Federal Employer ID: 41-0841909
User Who Submitted: HOLDEN
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 802111488
Minnesota ID: 8644602
Project Owner: CITY OF BAXTER
Project Number: UNKNOWN
Project Begin Date: 08-Apr-2016
Project End Date: 15-Jul-2016
Project Location: OSCAR KRISTOFFERSON PARK, BAXTER, MN
Project Amount: \$5,750.00
Subcontractors: No Subcontractors

Important Messages

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Contact Us

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MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 2-078-346-816
Submitted Date and Time: 30-Aug-2016 9:54:19 AM
Legal Name: NEUMANN CONSTRUCTION INC
Federal Employer ID: 20-1321731
User Who Submitted: 7114928
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 234627072
Minnesota ID: 7114928
Project Owner: CITY OF BAXTER
Project Number: 349
Project Begin Date: 01-Jun-2016
Project End Date: 23-Jun-2016
Project Location: 5672 BAXTER LIONS RD N, BAXTER MN 56425
Project Amount: \$8,650.00
Subcontractors: No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-151-031-360
Submitted Date and Time: 29-Aug-2016 11:39:14 AM
Legal Name: ANDERSON BROTHERS CONSTRUCTION CO OF BRAINERD LLC
Federal Employer ID: 90-0952537
User Who Submitted: abccllc
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1195229184
Minnesota ID: 2978140
Project Owner: CITY OF BAXTER
Project Number: 26088
Project Begin Date: 30-Jun-2016
Project End Date: 30-Jun-2016
Project Location: OSCAR KRISTOPHERSON PARK
Project Amount: \$1,451.12
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.

REQUEST FOR COUNCIL ACTION

09.20.2016

Department Origination:
Public Works Administration

Agenda Section:
Consent

Agenda Item: Acceptance of the Jack Pine Brewery Development Agreement

Approval Required: Simple Majority Vote of the Council

BACKGROUND

The Jack Pine Brewery project consisted of extension of city water line and curb stop from Edgewood Drive within the lot at 15593 Edgewood Drive to provide potable water and fire service to its building.

Development Agreement is the standard agreement that has been used in the past. There is one difference in this agreement from the standard agreement and that is that Nor-son Inc. posting the Performance and Surety Bond as the Guarantor not the Developer.

Due to the time line of this construction project time does not allow for the utilities commission to approve this agreement first before the City council.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATION

Staff recommends City Council approve the Development Agreement for The Jack Pine Brewery project.

COUNCIL ACTION REQUESTED

MOTION to approve the Development Agreement for The Jack Pine Brewery project.

DEVELOPMENT AGREEMENT FOR JACK PINE BREWERY, LLC

THIS AGREEMENT, made this 15th day of September, 2016, by Jack Pine Brewery, LLC a Minnesota Limited Liability Company, party of the first part, hereinafter referred to as "Developer", and City of Baxter, a municipal corporation under the laws of Minnesota, party of the second part, hereinafter referred to as "City", and Nor-Son, Inc. a Minnesota corporation, party of the third part, hereinafter referred to as "Guarantor".

WITNESSETH:

WHEREAS, The Developer is the owner of LOT 4, BLOCK ONE, BISANZ HI-VIEW, in the City of Baxter, Crow Wing County, Minnesota according to the plat thereof on file with the Crow Wing County Recorder, a copy of which is attached hereto as **Attachment A**; and

WHEREAS, the proposed Development includes the construction and installation of municipal water lines, private sanitary sewer lines, private drainage controls, private 100-year storm water design, private bituminous surfaced parking lot, and other private improvements (hereinafter referred to as "Improvements") hereinafter described; and

WHEREAS, the Developer will construct the Improvements pursuant to the terms of this Agreement and as described in Sheets C2-C7 (6 sheets total), Construction Plans and Specifications for Sanitary Sewer, Water, Storm Sewer, Grading, Drainage, Erosion Control, for Jack Pine Brewery Building (**See Attachment B**) dated August 22, 2016 and prepared by Darrel Thomas of Anderson Brothers Inc.; and sheet A002 dated September 6, 2016 for landscaping prepared by Jesse D. Hopkins of Nor-son, Inc., and sheet E400 dated August 23, 2016 for Lighting plans prepared by Otto Maki of The design Group, Inc. for Jack Pine Brewery Building (Total of 2 sheets) (**See Attachment C**); and

WHEREAS, the water main is public up to the valve and domestic water curb stop and/or valve; and

WHEREAS, Developer would like to dedicate said water utilities upon acceptance by the City; and

WHEREAS, the Developer will construct all proposed Private Improvements pursuant to the terms of this Agreement and pay for all related costs, including any costs incurred or to be

incurred by the City for engineering, legal and administrative services related to the Privately Installed Improvements; and

WHEREAS, the Guarantor shall provide a Performance and Surety Bond No. 82444067 attached hereto as **Attachment N** from Federal Insurance Company, whose address is 15 Mountain View Road, Warren, NJ 07059 in the amount of \$36,847.50 (125% of the Construction Contract Amount of the “Municipal Portion”) as detailed on **Attachment M** for the Improvements. No interest shall accrue on said deposit.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties contained herein, it is agreed between the parties as follows:

1. The City shall accept the dedication of said water line as long as all conditions in this agreement are met by the Developer.
2. The Developer shall dedicate a utility easement over the watermain, fire hydrant and water valves to the City of Baxter as per **Attachment O**.
3. All material and construction shall conform to the City of Baxter standard specifications. When conflicts arise between the City specs, general notes and Developer specs, the more stringent shall take precedence.
4. The Developer shall construct said Utilities in accordance with city specifications as detailed in **Attachment D** Sanitary Sewer Standard Construction Drawings, **Attachment E** Sanitary Sewer Specifications, **Attachment F** Watermain Standard Construction Drawings, and **Attachment G** Watermain Specifications.
5. The Developer shall restore the Edgewood Drive right-of-way in accordance with city specifications as detailed in **Attachment H** Right-of-Way Restoration.
6. The Developer shall reimburse the City for GIS Incorporation costs related to said "Improvements" into the “City” GIS system. The City shall charge at an hourly rate of \$58.00. (The City will charge in one hour increments) The City's estimate for the total cost of these charges is **\$348.00** and is attached hereto as **Attachment I**.
7. The Developer shall reimburse the City for all inspection costs related to said “Improvements” ensuring that they are constructed to "City" specifications. The City shall inspect full time at an hourly rate of \$50.00. (The City will charge in one hour increments) The City's estimate for the total cost of these charges is **\$2,200.00** and is attached hereto as **Attachment J**.
8. The Developer shall complete as-built drawings and submit them in electronic format in ".dwg file form" at the Developer's expense. As-built plans shall include a complete set of plans depicting what was actually built. Plans shall include all valves, hydrants, curb stops, sewer manholes, sewer clean-outs, and

sewer service ends with County Coordinates on each item. Further plans shall include all storm sewer manhole, inverts, overflows, outflows, catch basins, and storm water ponds with elevations and County Coordinates on each item. Entire parcel showing 1-foot contours, percentage of pervious, impervious, Class 5 surfaces and Bench Marks and control points within two months of substantial completion of the Utilities.

9. The Developer shall prevent surface water and subsurface or groundwater from flowing into excavations and from flooding the project site and surrounding area. Dewatering may be required by the City for the following applications:
 - a. Connection to the new water services and mains.
 - b. Connection to the new sanitary sewer services and main.
 - c. Any other applications as deemed necessary by the city.

The Developer shall not allow water to accumulate in excavations. Dewater to prevent softening of foundation bottoms, under-cutting footings and any other detrimental to stability of subgrades and foundations.

Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavation.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. Do not use trench excavation as temporary drainage ditches.

Whenever the bottom of the trench is soft and will not furnish suitable support for the pipe, the excavation shall be carried to 8 inches below the bottom of the pipe and refilled with crushed rock of 1½" inch washed concrete rock and well tamped in place to form a firm foundation for the pipe. The crushed rock used for this purpose shall be of the same size and quality as specified for coarse aggregate for concrete. The cost for crushed rock trench bottom stabilization shall be the full responsibility of the contractor.

The Developer shall obtain any permits to perform dewatering operations. The Developer is also responsible for any adverse effects on adjacent wells, water table levels, and surface water levels.

10. The City shall accept the dedication of these Public Utilities and thus accept further maintenance responsibilities upon providing a written letter of acceptance to the Developer.
11. The Developer shall be responsible for any sediment and erosion that is caused by the over land, over flow system from the 100-year storm water infiltration

basins to the City or discharge to any public water way systems.

12. City agrees that all "Improvements", which are a part of the Development when fully constructed and approved for acceptance by the City Engineer, Baxter Utility Commission and City Council shall become part of the municipal utility system. The City shall keep the Warrantee Bond of \$36,847.50 for one year after the acceptance of said improvements. If during construction these "Improvements" are moved from what is set forth on the plat, the Developer must execute new utility easements before this release is granted.
13. Developer shall be responsible for survey services to establish vertical and horizontal control and alignment points and staking for the placement of the main line sanitary sewer, storm sewer and water main.
14. The Developer understands that the following costs will also apply to the project:
 - a. Sewer Availability Charge (SAC) (\$3,400.00 per each unit in year 2016)
 - b. Water Availability Charge (WAC) (\$3,100.00 per each unit in year 2016)

The SAC and WAC fees will be payable at such time as a building permit is requested from the City. The fees are subject to an increase by the City Council. The City's total cost of SAC & WAC charges is **\$84,301.56** and is attached hereto as **Attachment K**.

15. Prior to execution of this document, all fees due the City set forth in this paragraph and paragraphs 5, 6, 13 and 14 above are due. Upon completion of construction, the City shall refund any remaining funds if the actual costs listed in this paragraph and paragraphs 5 and 6 were lower than estimated. All other fees due the City for any legal or administrative fees are estimated at **\$900.00** as shown on **Attachment L** attached hereto. If the actual costs exceed the estimates, the City shall bill developer for this surplus and the bill shall be paid within 30 days. No interest shall accrue on any monies held by the City pursuant to this paragraph. If any bill due the City is unpaid after 30 days, a late fee shall be assessed equaling 5% of the unpaid balance and this late fee shall be re-assessed at each 30 day interval thereafter. If after multiple attempts to collect any outstanding bill(s) remain unpaid, the developer agrees the City may collect the outstanding amount plus interest and other fees related to the collection, hereinafter referred to as "Total Bill", by any other means including, but not limited to, certification to the Crow Wing County Auditor of the Total Bill with accrued interest and a \$300.00 administrative fee. The Developer hereby authorizes the City to certify Total Bill to the following year's LOT 4, BLOCK ONE, BISANZ HI-VIEW at eight percent interest. The developer agrees to waive any notice of hearing related to adopting said assessment and this certification may be done by the City without further notice or consent of the Developer or its successors.

16. Developer has provided from their engineer/contractor certified individual cost of the watermain components that will become part of the city's system "Municipal Portion" at completion of the project and is attached hereto as **Attachment M**.
17. The Performance and Surety Bond provided by Guarantor shall not be released until Developer has completed all work and other contractual obligations as set forth in this Agreement. If Developer does not complete all such work or other obligations, Guarantor agrees that the City may seek recovery from such bond as if the Guarantor was directly responsible for all such obligations and the purpose of said bond is to insure the completion of all Developer obligations herein.
18. This Agreement shall inure to the benefit of and shall be binding upon the Developer and the City and their respective successors, agents and assignees, and shall be binding upon all future owners of all or any part of LOT 4, BLOCK ONE, BISANZ HI-VIEW and shall be deemed covenants running with the land. However, nothing in this Agreement, expressed or implied, shall give to any other person or entity any benefit or legal or equitable right, remedy or claim under this Agreement. This Agreement, at the option of the City, may be placed on record with the County Recorder so as to give notice hereof to subsequent purchases and encumbrances.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

[SIGNATURES APPEAR ON PAGES 6, 7 AND 8]

SCHEDULE OF ATTACHMENTS

ATTACHMENT A	Plat – Lot 4, Block One, Bisanz Hi-View
ATTACHMENT B	Construction Plans and Specifications for Jack Pine Brewery Building, Sanitary Sewer, Watermain, Storm Sewer, Grading, Drainage, Erosion Control, Landscape Plan, Traffic Control and Detour Plan.
ATTACHMENT C	Construction Plans and Specifications for Jack Pine Brewery Building, Landscape and Lighting Plans.
ATTACHMENT D	Sanitary Sewer Standard Construction Drawings.
ATTACHMENT E	Sanitary Sewer Specifications.
ATTACHMENT F	Watermain Standard Construction Drawings.
ATTACHMENT G	Watermain Specifications.
ATTACHMENT H	Right-of-way Restoration.
ATTACHMENT I	GIS Incorporation costs.
ATTACHMENT J	City estimated Inspection costs.
ATTACHMENT K	Detail of SAC/WAC Fees.
ATTACHMENT L	Detail of Legal, Administrative and Other Fees Due City.
ATTACHMENT M	Engineer’s Estimate from Anderson Brothers, Inc. for Construction of Municipal Portion of Privately Installed Improvements.
ATTACHMENT N	Performance and Surety Bond No. 82444067
ATTACHMENT O	Utility Easement for Watermain, Fire Hydrant and Water Valves

ATTACHMENT “A”

1. Plate – Lot 4, Block one, Bisanz Hi-View

BISANZ HI-VIEW

PART OF THE W 1/2-NE 1/4
SEC. 31, T. 134 N., R. 28 W
CROW WING COUNTY, MN.

304404
STATE OF MINNESOTA)
County of Crow Wing) ss
I hereby certify that the within
instrument was filed in this office for
record on the 2nd of May A.D.
1979 at 9 o'clock A.M. and the
duly recorded in Book D.N. FILE
page
Sharon L. Peterson
County Recorder

OFFICE OF COUNTY RECORDER
CROW WING COUNTY, MINNESOTA
I HEREBY CERTIFY that I have carefully compared the within
copy of Plat of Bisanz Hi-View
with the original, which was filed in this office for record this 2nd
day of May A.D. 1979 at 9 o'clock A.M.
and find the same to be a true and correct copy thereof.
Sharon L. Peterson
County Recorder
By _____ Deputy.

KNOW ALL MEN BY THESE PRESENTS: That Norbert P. Bisanz and Dorothea L. Bisanz, his wife, are the owners of that part of the West Half of the Northeast Quarter (W_{1/2}-NE_{1/4}), Section 31, Township 134 North, Range 28 West, of the Fifth Principal Meridian, Crow Wing County, Minnesota, described as follows:

LEGAL DESCRIPTION
Commencing at the southeast corner of said W_{1/2}-NE_{1/4}; thence North 1 degree 48 minutes 06 seconds East, assumed bearing, 19.56 feet along the east line of said W_{1/2}-NE_{1/4} to the southwesterly right of way line of Trunk Highway Number 371; thence North 34 degrees 14 minutes 56 seconds West 531.87 feet along said right of way line to the point of beginning of the tract to be described; thence continue North 34 degrees 14 minutes 56 seconds West 1095.44 feet along said right of way line; thence South 55 degrees 45 minutes 04 seconds West 450.34 feet to the west line of said W_{1/2}-NE_{1/4}; thence South 1 degree 29 minutes 23 seconds West 1087.24 feet along said West line to the southwest corner of said W_{1/2}-NE_{1/4}; thence South 88 degrees 56 minutes 21 seconds East 584.70 feet along the south line of said W_{1/2}-NE_{1/4}; thence North 55 degrees 45 minutes 04 seconds East 258.26 feet; thence North 34 degrees 14 minutes 56 seconds West 125.00 feet; thence North 55 degrees 45 minutes 04 seconds East 350.00 feet to the point of beginning; containing 21.1 acres, more or less; subject to easements, restrictions or reservations of record, if any; and have had the same surveyed and platted as BISANZ HI-VIEW. HI-VIEW DRIVE and HI-VIEW COURT, the roads indicated on the plat, are hereby dedicated to the public.

IN WITNESS WHEREOF, said Norbert P. Bisanz and Dorothea L. Bisanz have caused these presents to be executed on this 26th day of March, 1979.

Norbert P. Bisanz
Norbert P. Bisanz
Dorothea L. Bisanz
Dorothea L. Bisanz

State of Minnesota)
County of Crow Wing) ss
On this 26th day of March, 1979, before me, a Notary Public within and for said County, personally appeared Norbert P. Bisanz and Dorothea L. Bisanz, his wife, to me well known to be the persons in and who executed the above dedication and they hereby acknowledge the same as their free act and deed.

Cindy Klone
Notary Public
Crow Wing County, Minnesota

I hereby certify that I have surveyed and platted the property described on this plat as BISANZ HI-VIEW; that said plat is a true and correct representation of said survey; that all distances are correctly shown in feet and decimals of a foot; that the monuments for the guidance of future surveys have been placed in the ground shown on the plat; that the outside boundary lines are correctly designated; that there are no wet lands or public highways to be designated on said plat other than as shown thereon.

Bruce R. Buxton
Bruce R. Buxton, Reg. Land Surveyor
Minnesota Registration Number 11309

State of Minnesota)
County of Crow Wing) ss
On this 17th day of JANUARY, 1979, the above certificate was subscribed and sworn before me.

Cindy Klone
Notary Public
Crow Wing County, Minnesota

I, Conrad A. Bye, Auditor for Crow Wing County, Minnesota, do hereby certify that the taxes on the lands described hereon have been paid for the years prior to 1979.

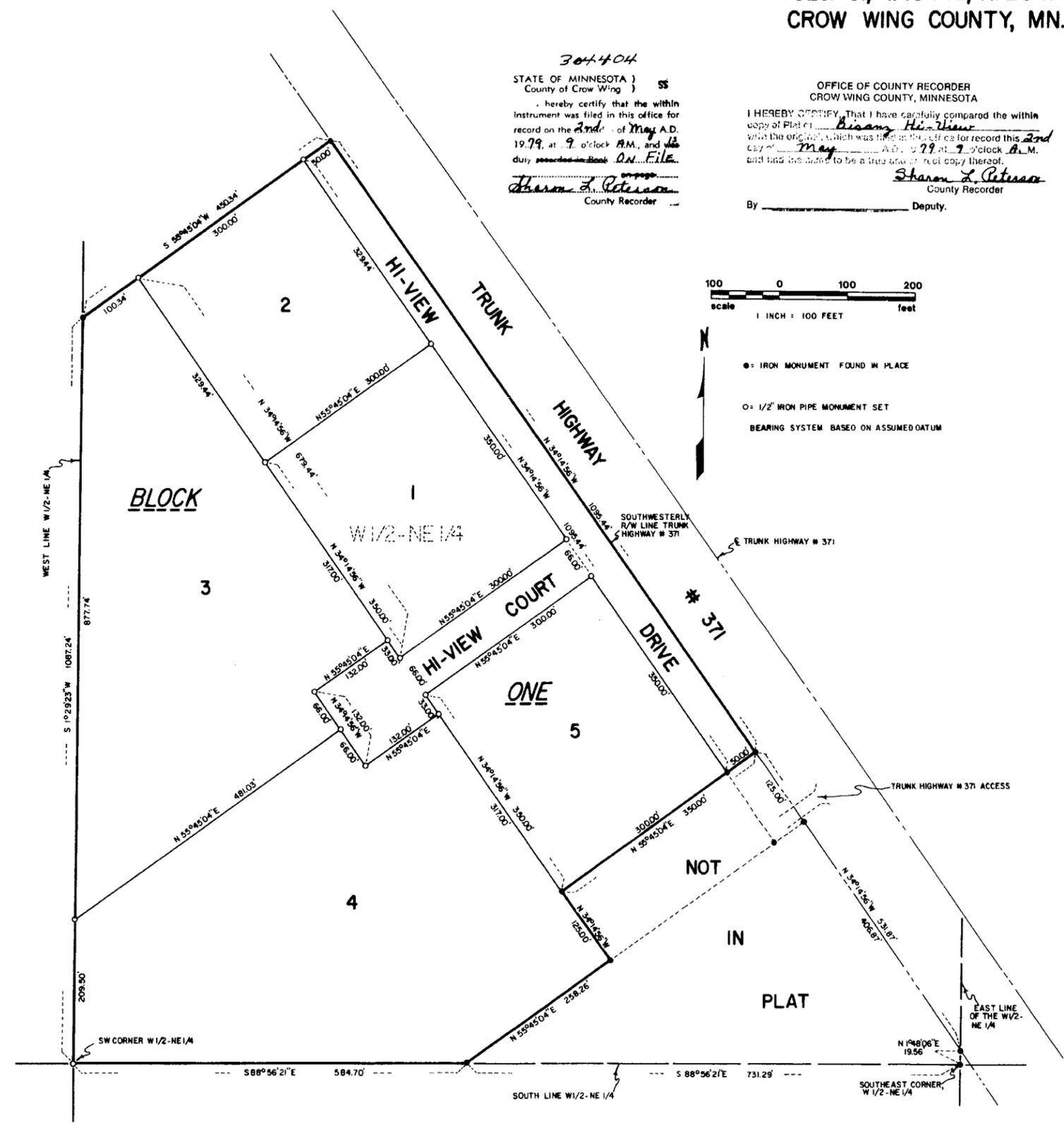
Conrad A. Bye
Auditor
Crow Wing County, Minnesota

I, Doug M. Anderson, Treasurer for Crow Wing County, Minnesota, do hereby certify that the taxes on the lands described hereon payable in the year 1979, have been paid.

Doug M. Anderson
Treasurer
Crow Wing County, Minnesota

This plat of BISANZ HI-VIEW was approved by the Board of Commissioners on this 16th day of April, 1979.

Mervin C. Pen
Chairman of the Board

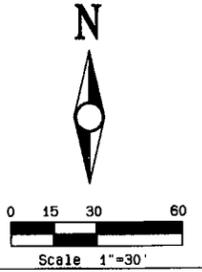
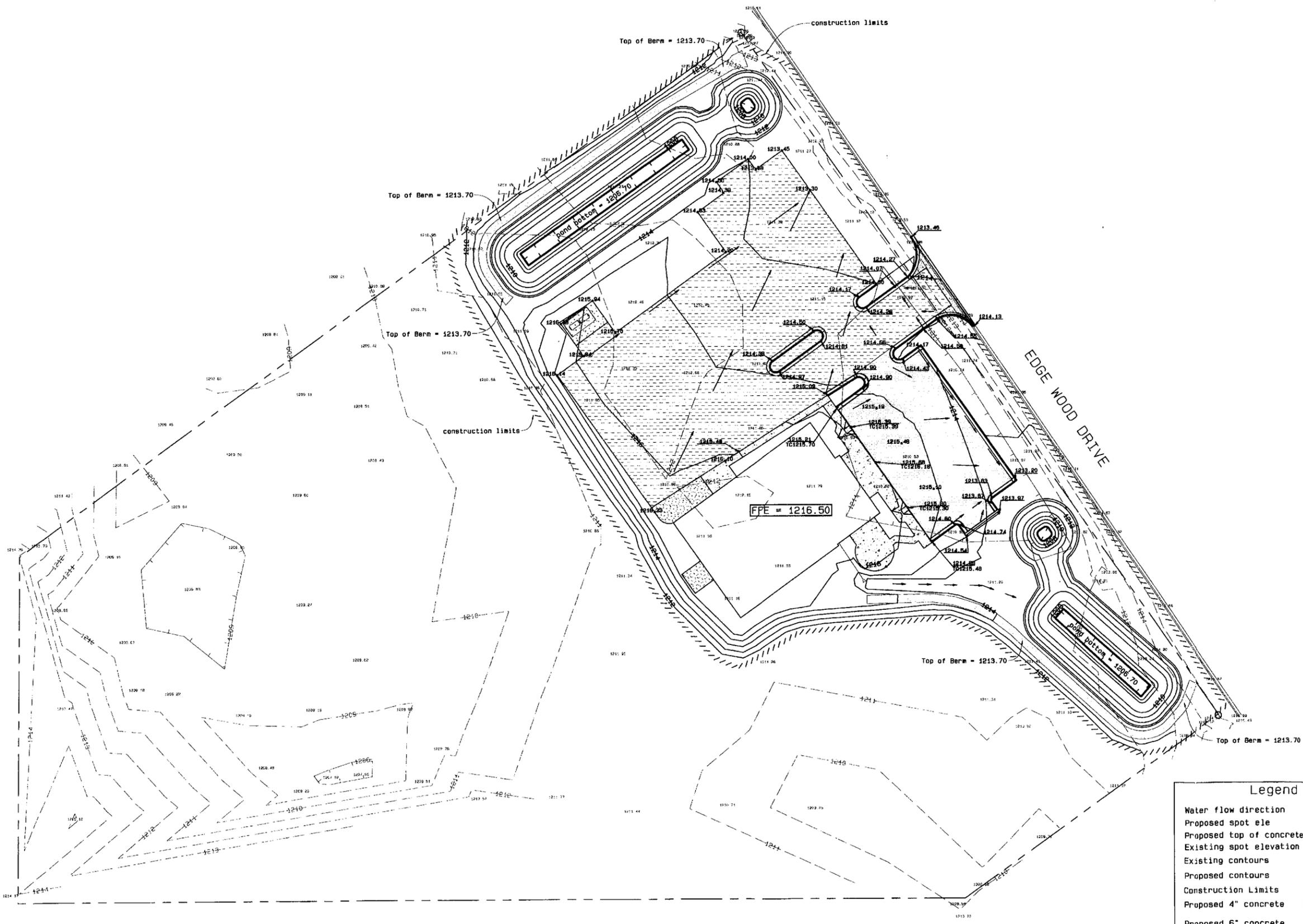


ATTACHMENT “B”

1. Fully signed and dated set of Plans and Specifications

Jack Pine Brewery

BAXTER, MINNESOTA



ANDERSON BROTHERS CONSTRUCTION
COMPANY OF BRAINERD, LLC
BOX 668
BRAINERD, MN, 56401
WWW.ANDERSONBROTHERS.COM
218-829-1768
FAX 218-829-7607

Legend	
Water flow direction	
Proposed spot ele	1215.21
Proposed top of concrete	TC1215.70
Existing spot elevation	1211.50
Existing contours	1211
Proposed contours	1212
Construction Limits	
Proposed 4" concrete	
Proposed 6" concrete	
Light Duty Bituminous	
6" class 5 base	
1.5" bit base	
1.5" bit wear	
Heavy Duty Bituminous	
6" class 5 base	
2" bit base	
2" bit wear	

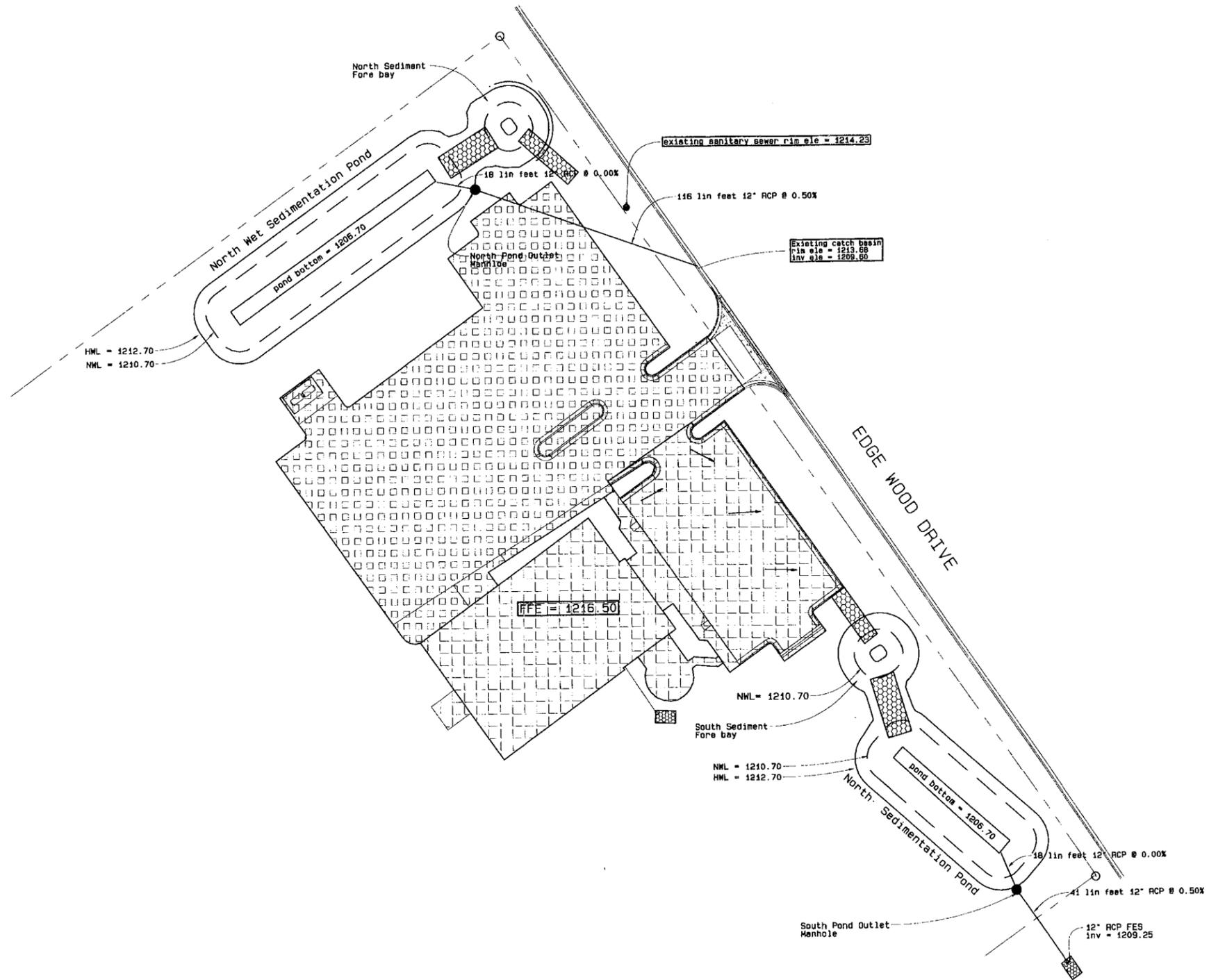
GRADING PLAN

REVISION DATE:	DISCRIPTION:

C-2

Date 08/22/2016

Jack Pine Brewery
BAXTER, MINNESOTA



Storm Water Calculations

Dead Pool

0.93 acre drains to both ponds @1,800 cubic feet per acre = 1,674 cubic feet required

North pond provides 10,508 cubic feet
South pond provides 6,948 cubic feet

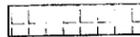
Live Pool

Impervious directed to north pond = 24,219 square feet
@6.27inch storage = 12,654 cubic feet required
North pond provides 13,367 cubic feet live storage

Impervious directed to south pond = 16,299 square feet
@6.27inch storage = 8,524 cubic feet required
South pond provides 9,494 cubic feet live storage

Legend

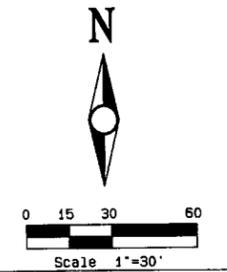
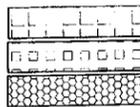
Impervious surface that drains to south Pond



Impervious surface that drains to north Pond



Class 2 riprap



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STORMWATER PLAN

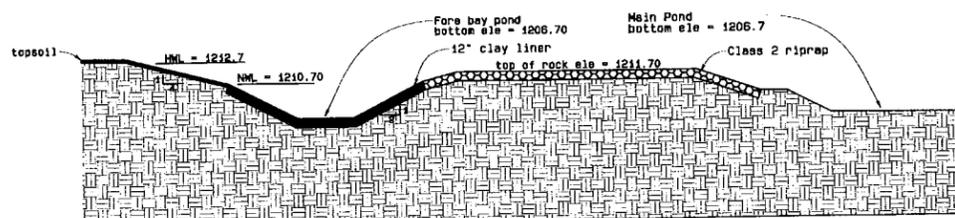
REVISION DATE: DISCRPTION:

REVISION DATE:	DISCRPTION:

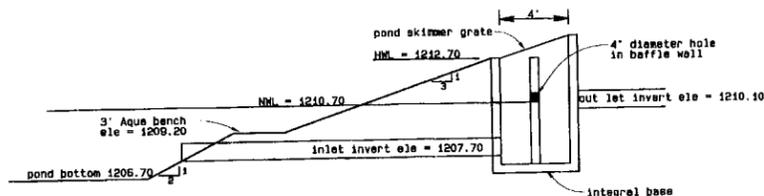
C-3

Date 08/22/2016

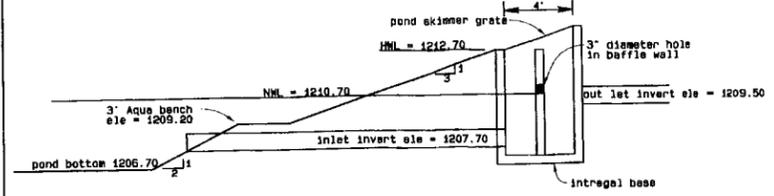
Fore Bay and Main Pond Connection



North Pond outlet manhole with weir wall

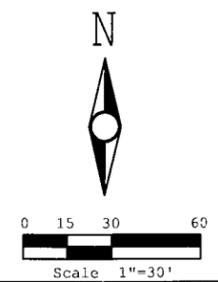
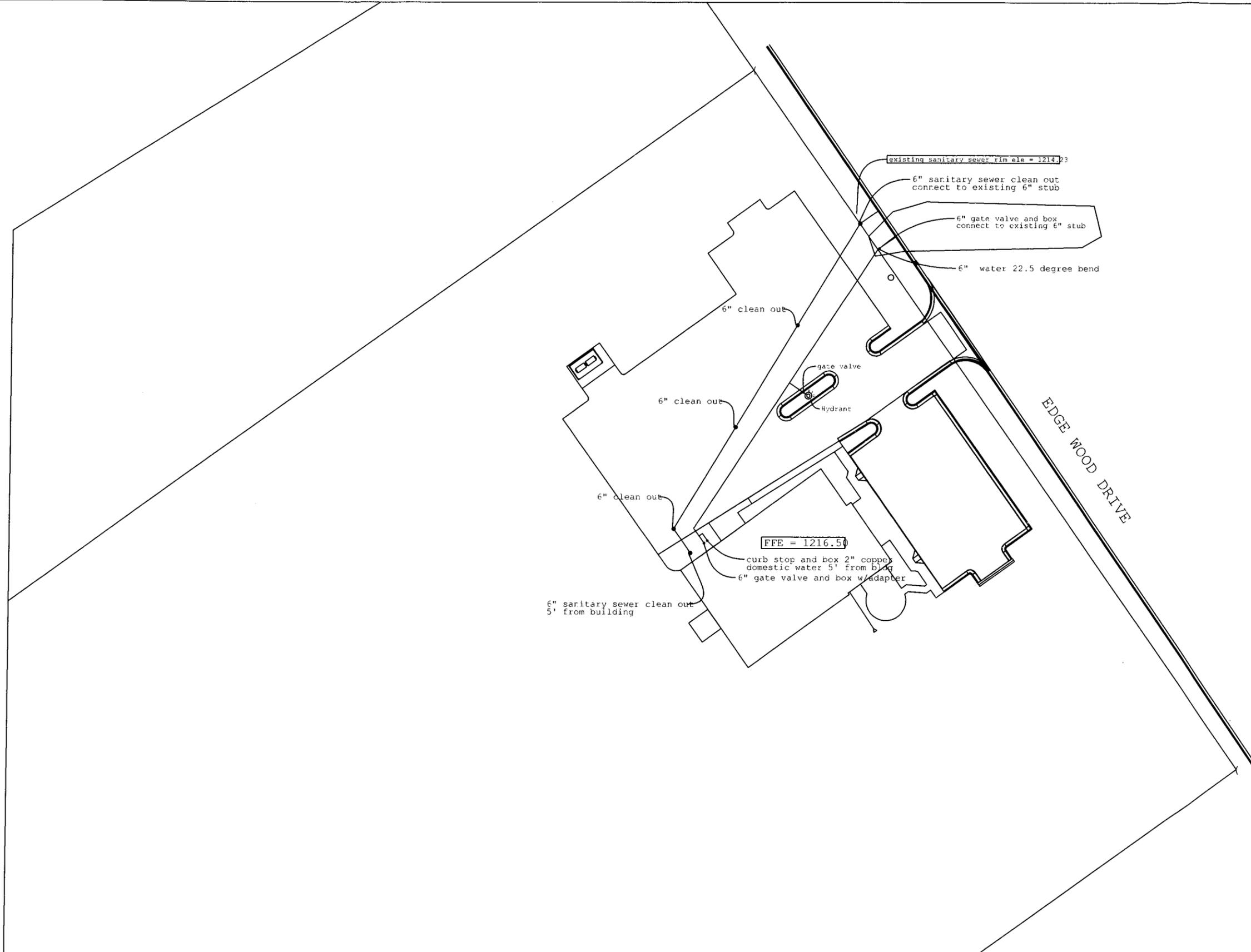


South Pond outlet manhole with weir wall



Jack Pine Brewery

BAXTER, MINNESOTA



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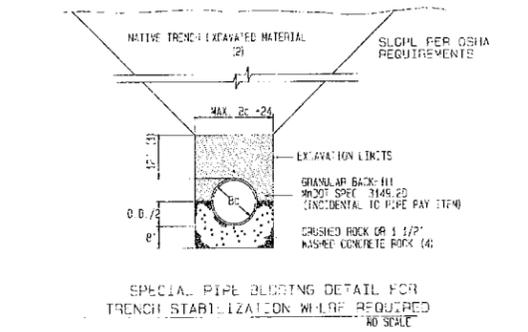
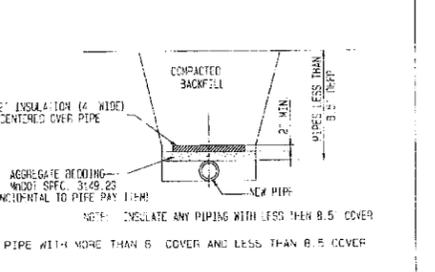
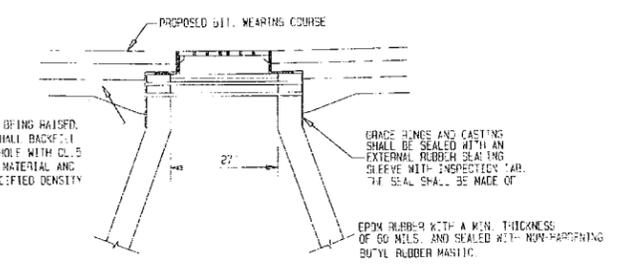
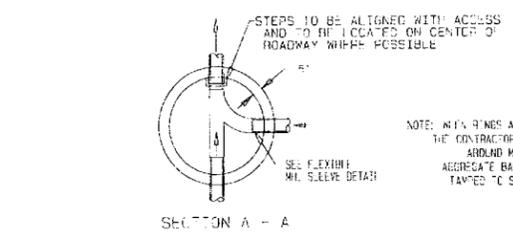
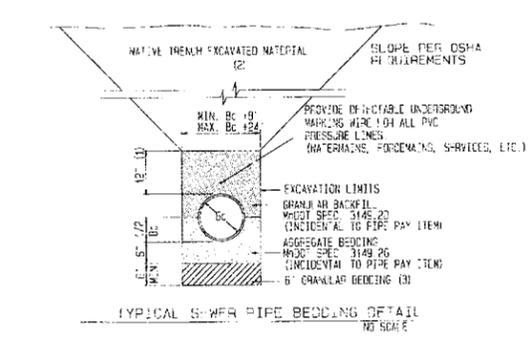
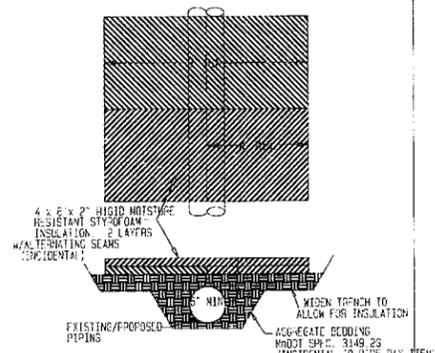
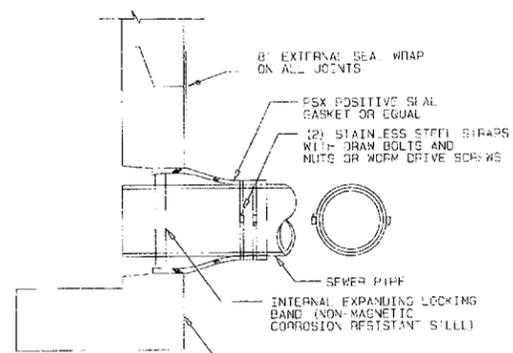
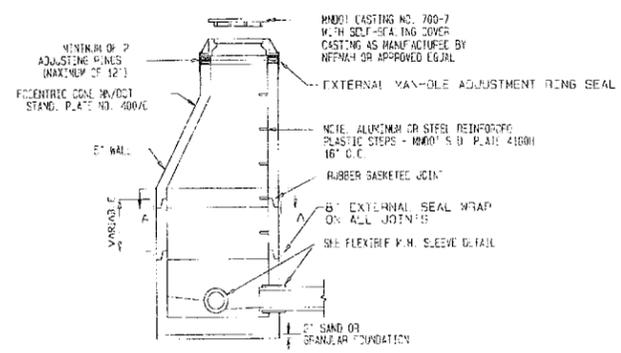
SANITARY SEWER & WATER PLAN

REVISION DATE	DISCRPTION:
C9/5/2016	ADDED 6" SV PER CITY

C- 4

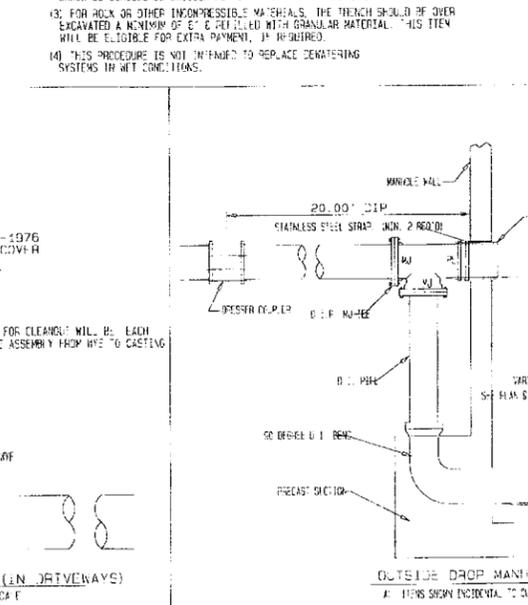
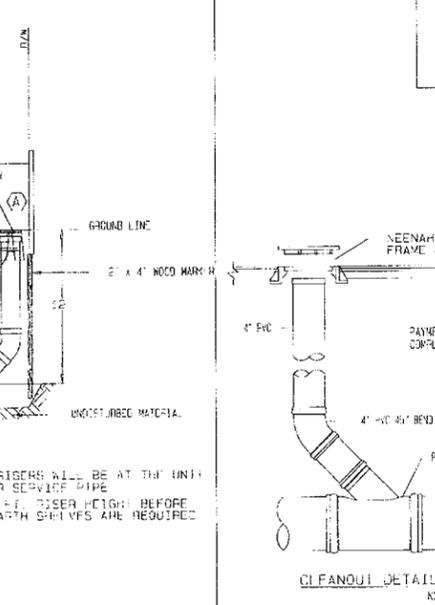
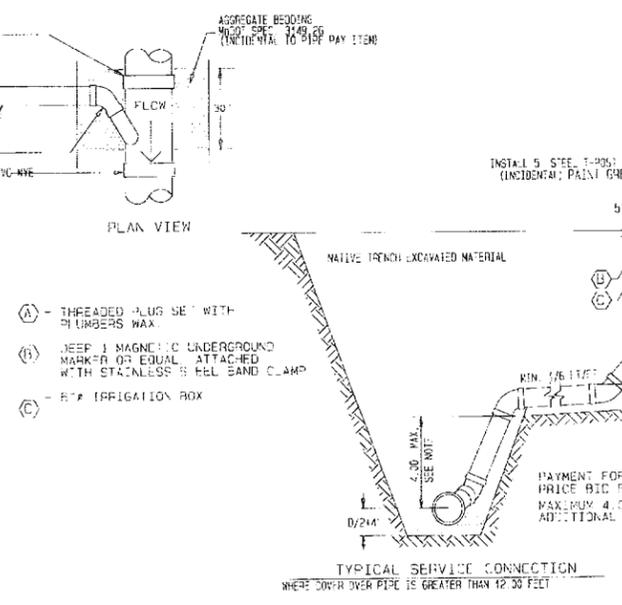
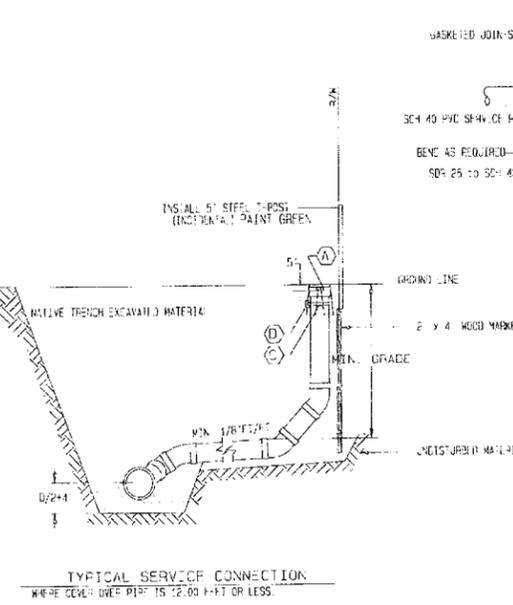
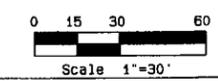
Jack Pine Brewery

BAXTER, MINNESOTA



NOTES:

- (1) IF THIS DIMENSION INCREASES THE BEDDING CONDITIONS WILL CHANGE - A HIGHER LEVEL BEDDING CONDITION SHALL BE SPECIFIED AT THE CONTRACTOR'S EXPENSE.
- (2) IN AREAS WHERE EXISTING MATERIAL IS NOT SUITABLE AS BACKFILL, THE ENGINEER MAY DIRECT THE PLACEMENT OF GRANULAR BACKFILL. GRANULAR BACKFILL WILL BE PAID AND MEASURED AS GRANULAR BACKFILL (3) VOLUMES OF EXCESS EXCAVATED MATERIAL SHALL BE CONSIDERED INCIDENTAL TO GRANULAR BACKFILL (4).
- (3) FOR ROCK OR OTHER INCOMPRESSIBLE MATERIALS, THE TRENCH SHOULD BE OVER EXCAVATED A MINIMUM OF 6" & FILLED WITH GRANULAR MATERIAL. THIS ITEM WILL BE ELIGIBLE FOR EXTRA PAYMENT, IF REQUIRED.
- (4) THIS PROCEDURE IS NOT INTENDED TO REPLACE DERATERING SYSTEMS IN WET CONDITIONS.



ANDERSON BROTHERS CONSTRUCTION COMPANY OF BRAINERD, LLC
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BRAINERD, MN. 56401
WWW.ANDERSONBROTHERS.COM
218-829-1768
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DETAILS

REVISION DATE:	DISCUSSION:

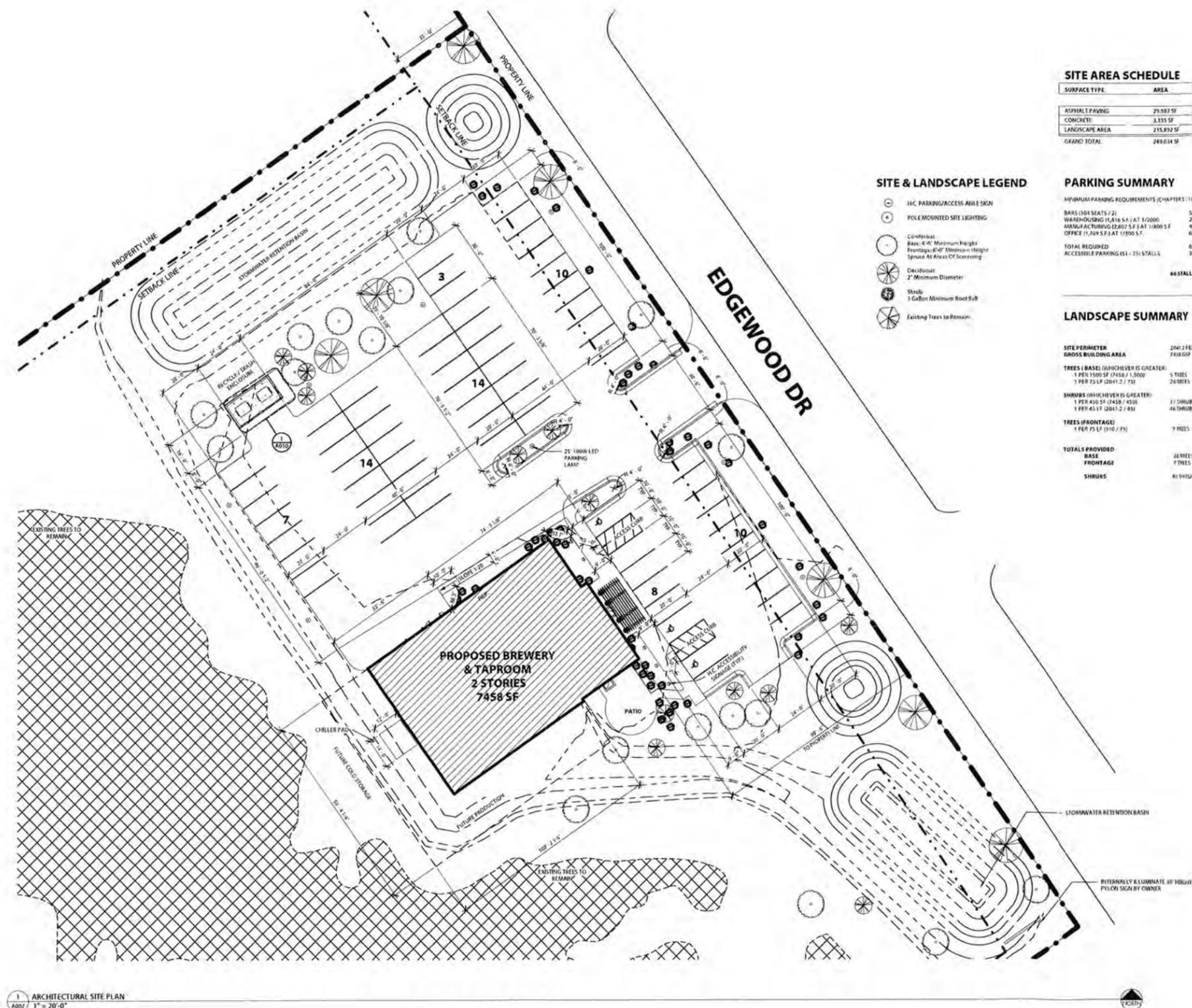
C-7

Date 08/22/2016

ATTACHMENT "C"

1. Fully signed and dated set of Plans and Specifications for Jack Pine Brewery Building for Landscape and outside lighting.

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SITE AREA SCHEDULE

SURFACE TYPE	AREA
ASPHALT PAVING	29,027 SF
CONCRETE	3,355 SF
LANDSCAPE AREA	215,892 SF
GRAND TOTAL	249,674 SF

- SITE & LANDSCAPE LEGEND**
- ⊖ I/C. PARKING/ACCESSIBLE SIGN
 - ⊕ POLE MOUNTED SITE LIGHTING
 - (with base) Concrete Base: 4'-0" Minimum Height; Frontage: 6'-0" Minimum Height; Spacing: At Areas Of Screening
 - (with base) Deciduous: 2" Minimum Diameter
 - (with base) Shrub: 3 Gallon Minimum Root Ball
 - (with base) Existing Trees to Remain

PARKING SUMMARY

MINIMUM PARKING REQUIREMENTS (CHAPTERS 10-5-2 OFF-STREET PARKING)

BAR (104 SEATS / 2)	52 STALLS
WAREHOUSING (1,416 SF) AT 1/2000	2 STALLS
MANUFACTURING (2,807 SF) AT 1/1000 SF	4 STALLS
OFFICE (1,709 SF) AT 1/300 SF	6 STALLS
TOTAL REQUIRED	64 STALLS
ACCESSIBLE PARKING (51 - 75) STALLS	3 H.C. STALLS
66 STALLS PROVIDED	

LANDSCAPE SUMMARY

SITE PERIMETER	2041.2 FEET
GROSS BUILDING AREA	7458 SF
TREES (BASE) (WHICHEVER IS GREATER):	
1 PER 1500 SF (6588 / 1500)	5 TREES
1 PER 75 LF (2041.2 / 75)	26 TREES
SHRUBS (WHICHEVER IS GREATER):	
1 PER 450 SF (7458 / 450)	17 SHRUBS
1 PER 45 LF (2041.2 / 45)	46 SHRUBS
TREES (FRONTAGE):	
1 PER 75 LF (510 / 75)	7 TREES
TOTAL PROVIDED	26 TREES + EXISTING TREES
BASE FRONTAGE	7 TREES
SHRUBS	46 SHRUBS

JACKPINE BREWERY

DATE: 09/06/16
 PROJECT NUMBER: 3260
 ISSUED: 09/06/16
 REVISION: _____ DATE: _____

ARCHITECTURAL SITE PLAN
A002

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The Design Group Inc.
Mechanical & Electrical
Engineering & Design

The Design Group, Inc.
1711 East 13th Street
Suite 201
Hibbing, MN 55746

PH: 218.262.1959
FX: 218.262.1976

JACKPINE BREWERY

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Minnesota.

[Signature]

LICENSE NO: 23569
PRINT DATE: 8/23/2016 1:47:05 PM

PROJECT NUMBER: Project #
ISSUED: 08/23/16

REVISION	DATE

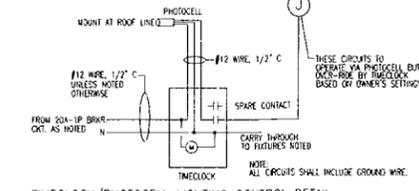
ELECTRICAL SITE PLAN

E400

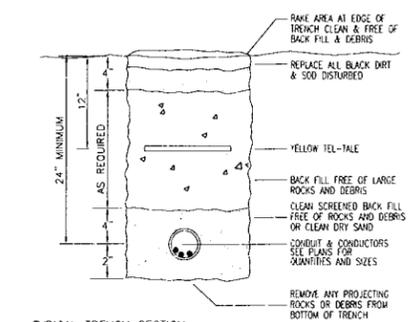
SITE LIGHT FIXTURE SCHEDULE	
TYPE A1 [A1] [A1]	LED TYPE FIXTURE SHALL BE CUTOFF TYPE WITH ADJUSTABLE YONK MOUNTING. BALLAST SHALL OPERATE ON 120V AT TEMPERATURES DOWN TO -20 DEG. F. PROVIDE AND INSTALL LED MODULES AS CALLED FOR IN PART NUMBER. FIXTURE CONSTRUCTION SHALL BE DIE-CAST ALUMINUM. DOOR FRAME SHALL HAVE TEMPERED GLASS. FIXTURE TO BE FULLY GASKETED AND FINISH SHALL BE BRONZE. FIXTURE SHALL BE UL LISTED FOR WET LOCATIONS. MODEL: COOPER/LUMARK PIV PREVAL PIV-A40-D-UNV-15-BZ ARRANGEMENT TO BE BACK TO BACK
TYPE A2 [A2]	LED TYPE FIXTURE SHALL BE CUTOFF TYPE WITH ADJUSTABLE YONK MOUNTING. BALLAST SHALL OPERATE ON 120V AT TEMPERATURES DOWN TO -20 DEG. F. PROVIDE AND INSTALL LED MODULES AS CALLED FOR IN PART NUMBER. FIXTURE CONSTRUCTION SHALL BE DIE-CAST ALUMINUM. DOOR FRAME SHALL HAVE TEMPERED GLASS. FIXTURE TO BE FULLY GASKETED AND FINISH SHALL BE BRONZE. FIXTURE SHALL BE UL LISTED FOR WET LOCATIONS. MODEL: COOPER/LUMARK PIV PREVAL PIV-A40-D-UNV-14-BZ ARRANGEMENT TO BE SINGLE
POLES FOR FIXTURE TYPES A1 AND A2 SHALL BE THE FOLLOWING: POLE SHALL BE SQUARE STRAIGHT STEEL - 25' HEIGHT. FINISH SHALL BE DARK BRONZE TO MATCH FIXTURE. ALL SCREWS, NUTS AND BOLTS SHALL BE OF STAINLESS STEEL CONSTRUCTION. POLE SHALL HAVE HANDHOLE LOCATED 12" ABOVE BASE. BASE SHALL BE 24" DIAMETER. PROVIDE AND INSTALL PHOTOCELLS TO CONTROL ALL FIXTURES.	

GENERAL NOTES:

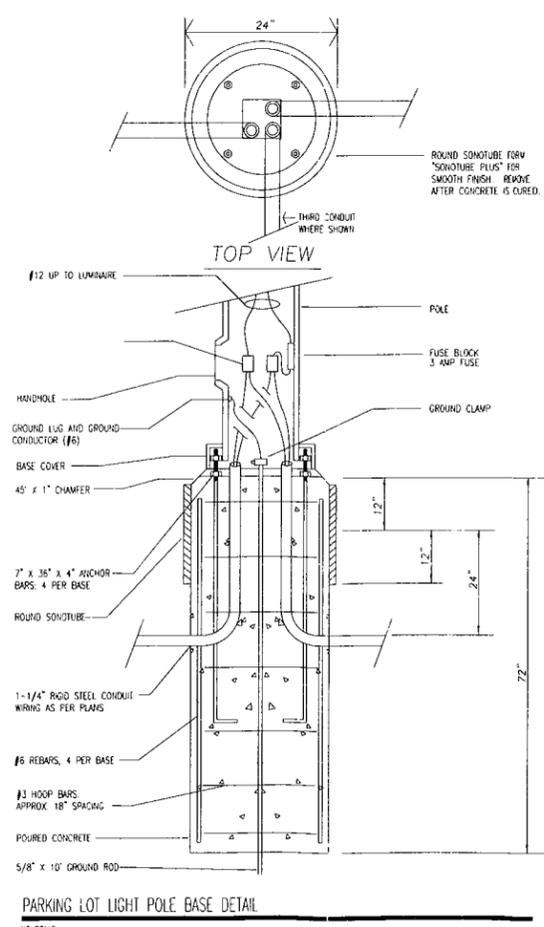
- CONTRACTOR SHALL COORDINATE WITH OTHER TRADES IN ORDER TO AVOID ALL INTERFERENCE.
- CONTRACTOR SHALL VERIFY ALL EXISTING SIZES, FUNCTIONS, LOCATIONS AND CONDITIONS PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL SUPPLY AND INSTALL ALL NECESSARY FITTINGS, FIXTURES, AND/OR APPURTENANCES FOR THE COMPLETE INSTALLATION, OPERATION AND CONNECTION OF THE EQUIPMENT SHOWN AND/OR SPECIFIED.
- CONTRACTOR SHALL INSTALL EQUIPMENT, FIXTURES, IN SUCH A MANNER AS TO AVOID ALL INTERFERENCE WITH THE NEW AND EXISTING EQUIPMENT AND SYSTEMS.
- ALL OPENINGS AND PENETRATIONS REQUIRED FOR INSTALLATIONS SHOWN ON THE DRAWINGS SHALL BE BY THIS CONTRACTOR, PATCH AND PAINT TO MATCH EXISTING.
- SEE ARCHITECTURAL PLANS FOR FIRE RATED PARTITIONS. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR FIRE STOPPING ALL NEW PENETRATIONS OF FLOORS, WALLS AND CEILING (NEW AND EXISTING CONSTRUCTION) WHERE NEW CONDUIT AND WIRING PASS THROUGH FIRE RATED PARTITIONS. REFER TO SPECIFICATION SECTION "FIRE STOPPING".



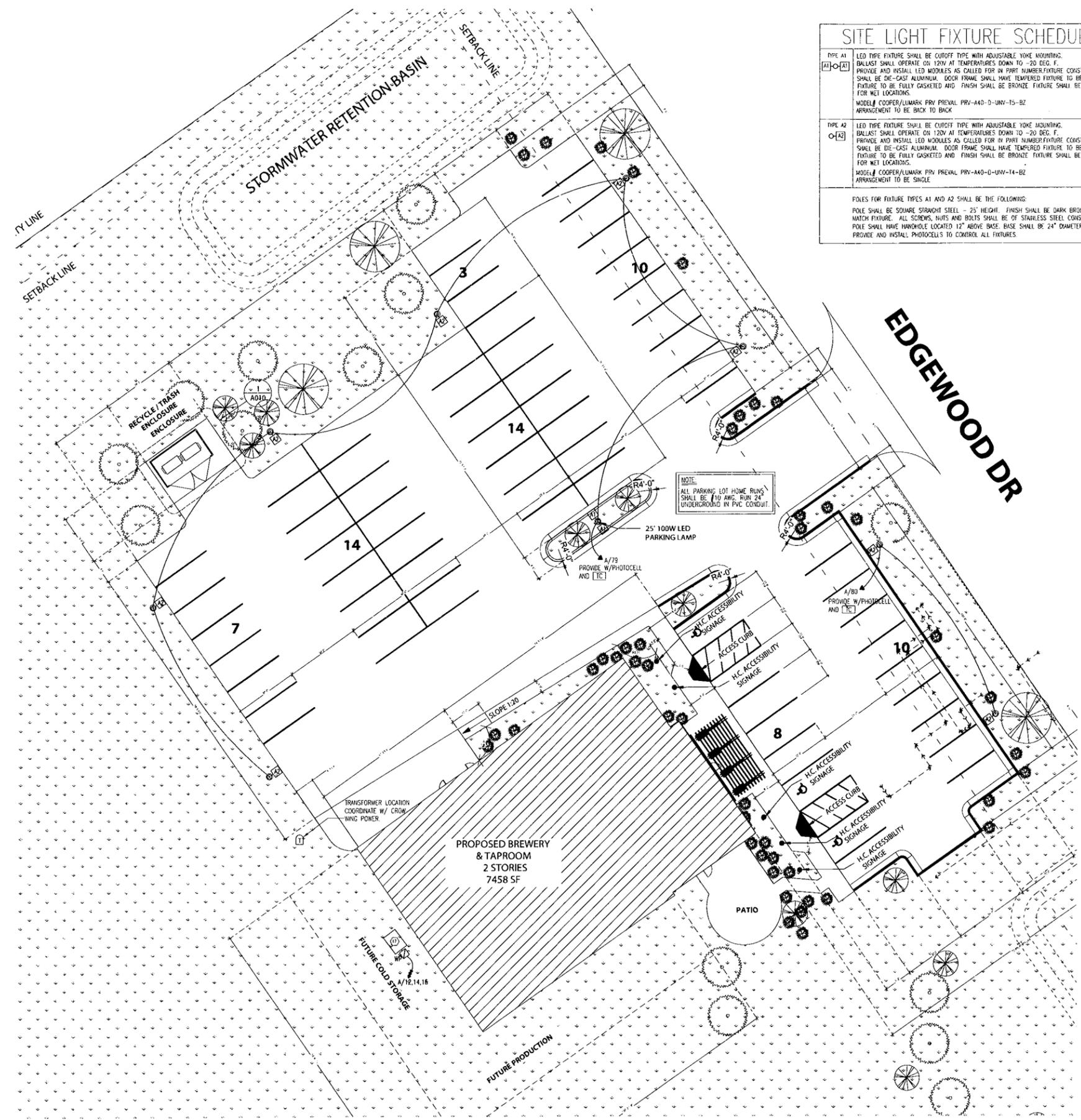
TIMECLOCK/PHOTOCELL LIGHTING CONTROL DETAIL
NO SCALE



TYPICAL TRENCH SECTION
NO SCALE



PARKING LOT LIGHT POLE BASE DETAIL
NO SCALE

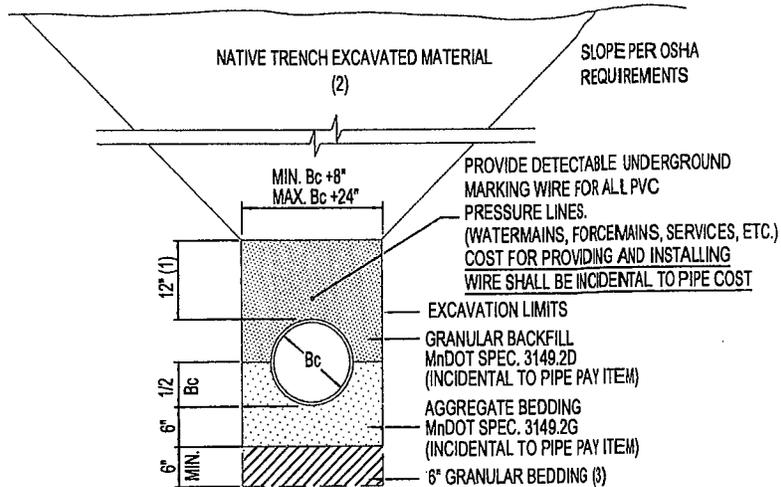


1 ELECTRICAL SITE PLAN
E400 1/16" = 1'-0"



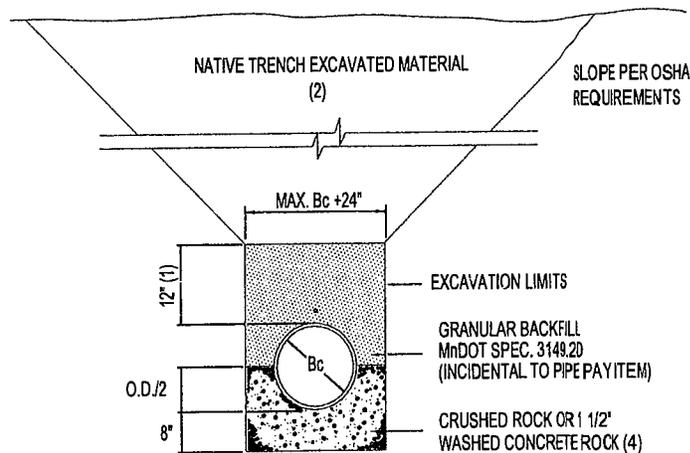
ATTACHMENT "D"

1. Sanitary Sewer Standard Construction Drawings



TYPICAL SEWER PIPE BEDDING DETAIL

NO SCALE

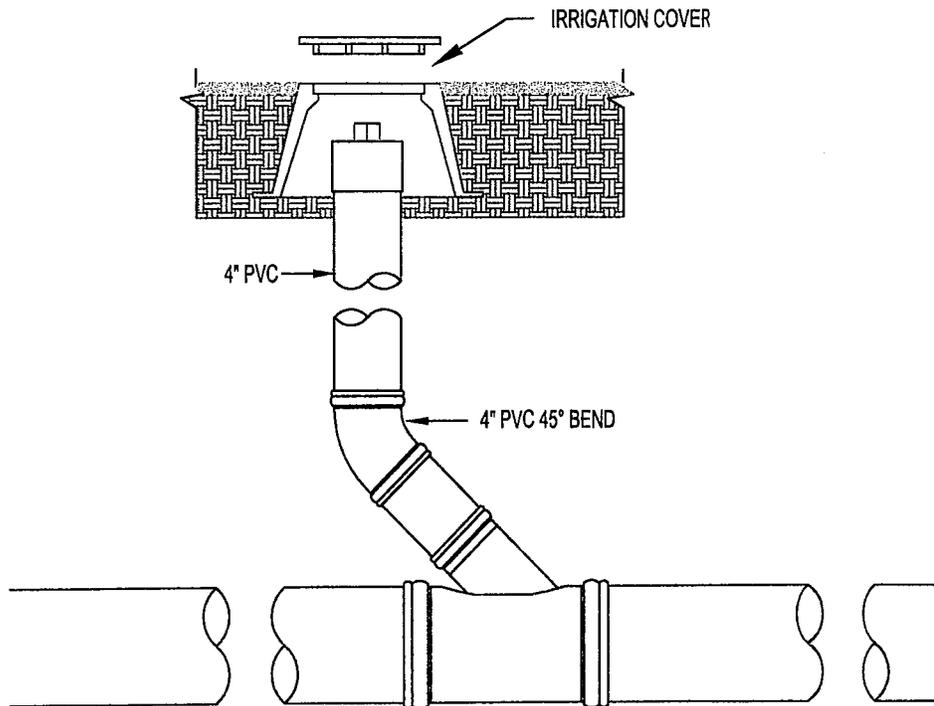


SPECIAL PIPE BEDDING DETAIL FOR
TRENCH STABILIZATION WHERE REQUIRED

NO SCALE

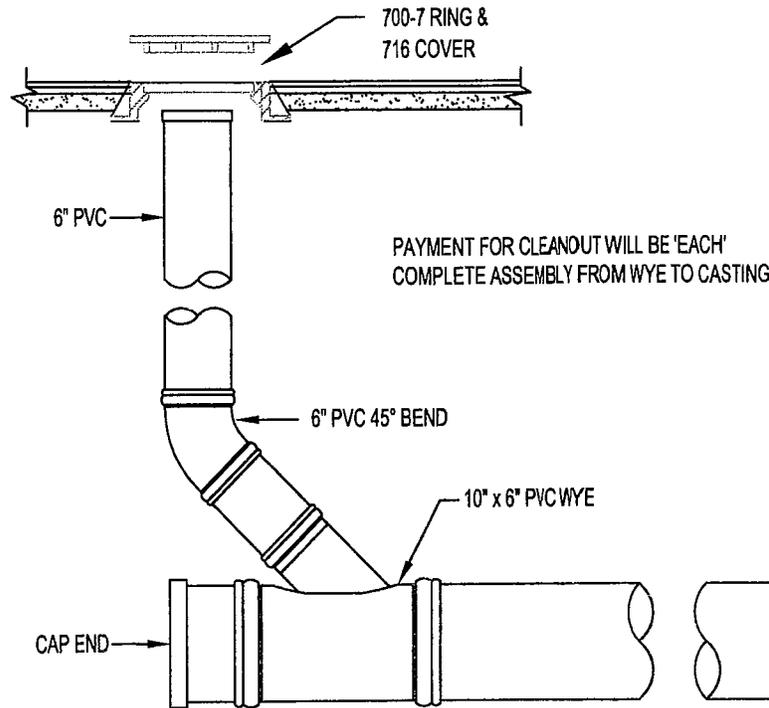
NOTES:

- (1) IF THIS DIMENSION DECREASES THE BEDDING CONDITIONS WILL CHANGE. A HIGHER LEVEL BEDDING CONDITION SHALL BE SOLELY AT THE CONTRACTOR'S EXPENSE.
- (2) IN AREAS WHERE EXISTING MATERIAL IS NOT SUITABLE AS BACKFILL, THE ENGINEER MAY DIRECT THE PLACEMENT OF GRANULAR BACKFILL. GRANULAR BACKFILL WILL BE PAID AND MEASURED AS GRANULAR BACKFILL (LV). DISPOSAL OF EXCESS EXCAVATED MATERIAL SHALL BE CONSIDERED INCIDENTAL TO GRANULAR BACKFILL (LV).
- (3) FOR ROCK OR OTHER INCOMPRESSIBLE MATERIALS, THE TRENCH SHOULD BE OVER EXCAVATED A MINIMUM OF 6" & REFILLED WITH GRANULAR MATERIAL. THIS ITEM WILL BE ELIGIBLE FOR EXTRA PAYMENT, IF REQUIRED.
- (4) THIS PROCEDURE IS NOT INTENDED TO REPLACE DEWATERING SYSTEMS IN WET CONDITIONS.

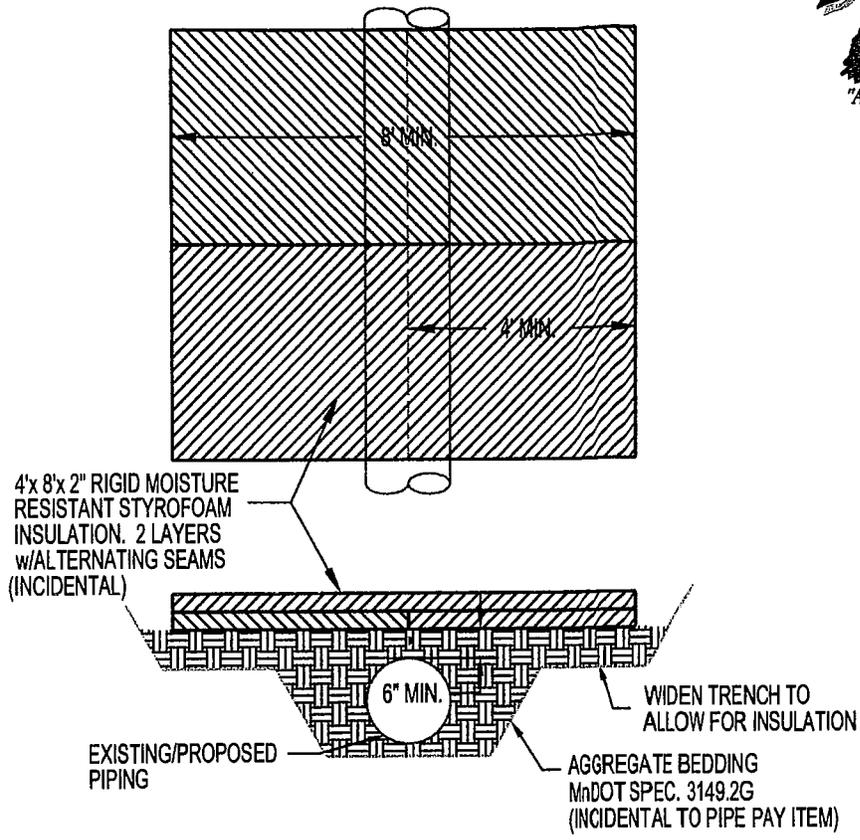


SANITARY SEWER CLEANOUT DETAIL

NO SCALE

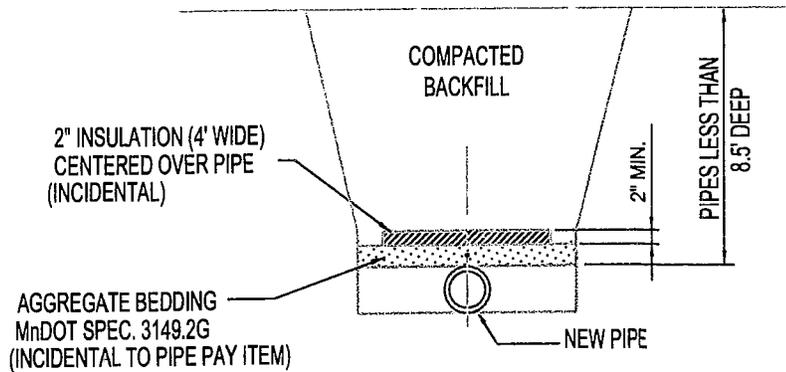


SANITARY SEWER CLEANOUT DETAIL
NO SCALE



NOTE: INSULATE ANY PIPING WITH LESS THEN 8.5' COVER

PIPE WITH LESS THAN 6' COVER.



NOTE: INSULATE ANY PIPING WITH LESS THEN 8.5' COVER

PIPE WITH MORE THAN 6' COVER AND LESS THAN 8.5 COVER

PIPE INSULATION DETAIL

NO SCALE

ATTACHMENT "E"

1. Special Provisions - Sanitary Sewer Construction

PRIVATE SANITARY SEWER CONSTRUCTION

The sanitary sewer items shall be constructed in accordance with the provisions of 2621, Standard Specifications for Sanitary Sewer and Storm Sewer Installation.

1. PIPE MATERIALS:

The PVC sanitary sewer service 4" pipe shall conform to the requirements of ASTM D1785, Schedule 40.

The sanitary sewer pipe and fittings shall be PVC Sewer Pipe. The PVC sanitary sewer mains and fittings shall conform to the requirements of ASTM D3034, SDR 26.

Ductile iron pipe shall be new centrifugally cast, slip on joint pipe conforming to ANSI Specification A-21.51. Each length of pipe shall have an exterior coal tar coating with interior cement lining in accordance with ANSI Spec. A-21.4. All ductile iron pipe shall be minimum Class 50 suitable for 8 ½ feet of cover. The pipe joint shall be slip on joints with rubber gaskets. Ductile iron fittings shall comply with latest edition of AWWA C153 specifications. Fittings shall be rated for a minimum of 200 p.s.i. Each service shall be started at the right-of-way with a clean out and additional clean outs installed every 90' of lineal pipe. Clean outs will be constructed using wyes and then a 45° elbow.

2. CONNECT TO EXISTING SANITARY SEWER:

Each service shall be started with schedule 40 sanitary sewer wyes with solvent weld branches that can be used for testing and installation of a sanitary sewer clean out and additional clean outs installed every 90' of lineal pipe. Clean outs will be constructed using sanitary sewer wyes and then a 45° elbow then brought above grade.

3. INSULATION:

Insulation shall be extruded rigid board material having a thermal conductivity of 0.23 BTU / hour / square foot / degree Fahrenheit / inch thickness maximum at 40° F mean. Insulation shall have a minimum comprehensive strength of 35 p.s.i. and a minimum water absorption of 0.25 percent by volume. Less than 6' of cover, placement dimensions shall measure 8 feet parallel to the pipe being insulated, 4 feet perpendicular to the pipe being insulated and 2 inches in thickness. Less than 4' of cover, placement dimensions shall measure 4 feet parallel to the pipe being insulated, 8 feet perpendicular to the pipe being insulated and 2 layers of 2 inches in thickness with offset joints.

4. CONSTRUCTION REQUIREMENTS:

Trenches located in the city right-of-way shall be backfilled and compacted prior to leaving the construction site at the end of each work day. Any clean outs that end up in a concrete and/or bituminous surface

5. DEWATERING AND TRENCH STABILIZATION:

The Contractor shall prevent surface water and subsurface or groundwater from flowing into excavations and from flooding the project site and surrounding area.

The Contractor shall not allow water to accumulate in excavations. Contractor will dewater to prevent softening of foundation bottoms, under-cutting footings and any other detrimental to stability of subgrades and foundations. Contractor will provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavation.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. Do not use trench excavation as temporary drainage ditches.

Whenever the bottom of the trench is soft and will not furnish suitable support for the pipe, the excavation shall be carried to 8 inches below the bottom of the pipe and refilled with crushed rock of 1 ½" inch washed concrete rock and well tamped in place to form a firm foundation for the pipe. The crushed rock used for this purpose shall be of the same size and quality as specified for coarse aggregate for concrete.

The Contractor shall obtain and pay any fees required for permits to perform dewatering operations. They is also responsible for any adverse effects on adjacent wells, water table levels, and surface water levels.

6. BACKFILLING:

The procedure for backfilling at the pipe zone shall consist of using select material free from rocks greater than 1 inch in diameter or lumps, placed by hand methods and tamped carefully around and over the service pipe to a depth of 1 foot above the top of the pipe. Tamping shall be accomplished by mechanical means. Backfilling above the pipe zone shall be as specified in Section 2621.3f, Standard Specifications for Sanitary Sewer Installation. No frozen materials or bituminous chunks will be allowed for backfilling. Compaction at and above the pipe zone shall be as follows:

1. Compaction in the pipe zone shall be to a minimum of 90% of the maximum standard proctor dry density.
2. Compaction above the pipe zone shall be to a minimum of 95% of maximum standard proctor dry density in pavement areas and 90% in all other areas.

7. TESTING:

Air tests shall be 5 P.S.I. constant pressure for 15 minutes with all liner piping connected to stub and to the end of the installation.

8. SEPTIC TANK ABANDONMENT:

All septic tanks must be pumped and crushed to the point that they will hold on groundwater. Septic pumper will provide contractor with a pumping slip with the address of the tank. Contractor will submitted a copy of the pumping slip to the City of Baxter Public Works Department.

ATTACHMENT "F"

1. Watermain Standard Construction Drawings

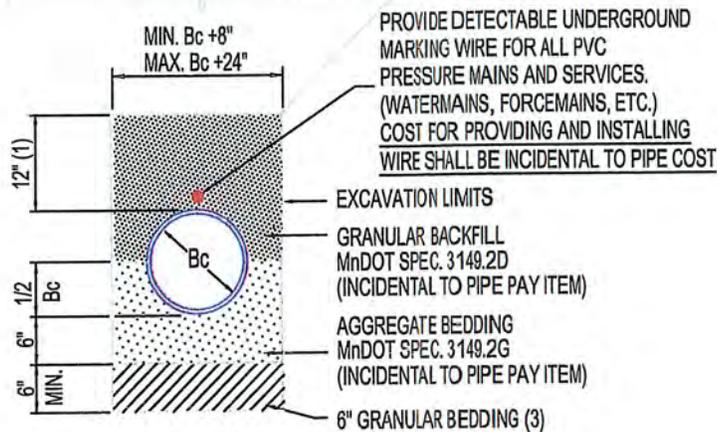
NOTES:

- (1) IF THIS DIMENSION DECREASES THE BEDDING CONDITIONS WILL CHANGE. A HIGHER LEVEL BEDDING CONDITION SHALL BE SOLELY AT THE CONTRACTOR'S EXPENSE.
- (2) GRANULAR MATERIAL WILL BE CONSIDERED AS AN INCIDENTAL ITEM.
- (3) FOR ROCK OR OTHER INCOMPRESSIBLE MATERIALS, THE TRENCH SHOULD BE OVER EXCAVATED A MINIMUM OF 6" & REFILLED WITH GRANULAR MATERIAL. THIS ITEM WILL BE ELIGIBLE FOR EXTRA PAYMENT, IF REQUIRED.
- (4) THIS PROCEDURE IS NOT INTENDED TO REPLACE DEWATERING SYSTEMS IN WET CONDITIONS.

NATIVE TRENCH EXCAVATED MATERIAL

SLOPE PER OSHA REQUIREMENTS

(2)



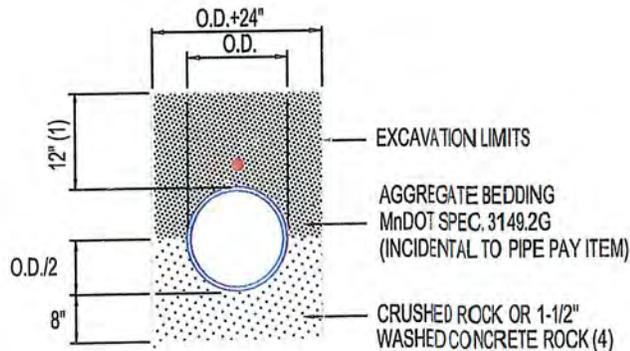
TYPICAL PIPE BEDDING DETAIL

NO SCALE

NATIVE TRENCH EXCAVATED MATERIAL

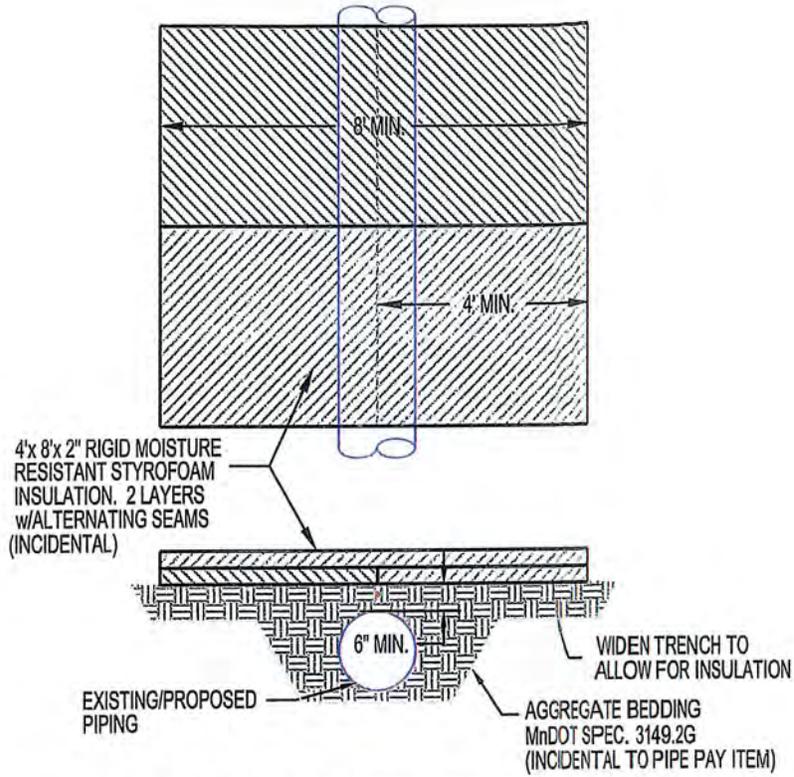
SLOPE PER OSHA REQUIREMENTS

(2)



SPECIAL PIPE BEDDING DETAIL FOR TRENCH STABILIZATION WHERE REQUIRED

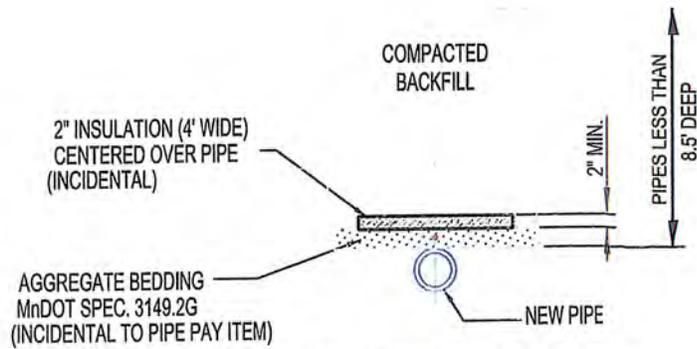
NO SCALE



NOTE: INSULATE ANY PIPING WITH LESS THEN 8.5' COVER

PIPE INSULATION DETAIL

PIPE WITH LESS THAN 6' COVER.



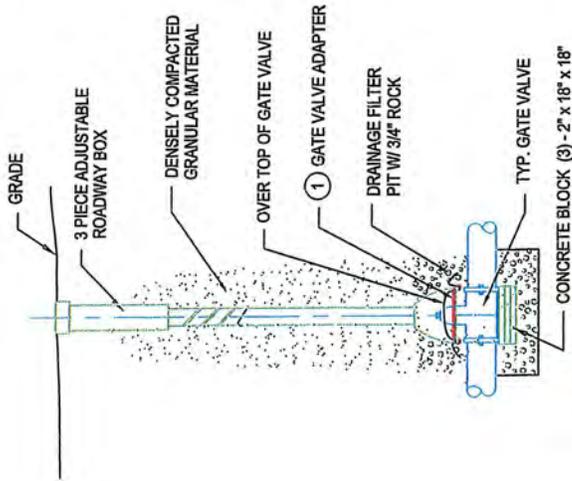
NOTE: INSULATE ANY PIPING WITH LESS THEN 8.5' COVER

PIPE INSULATION DETAIL

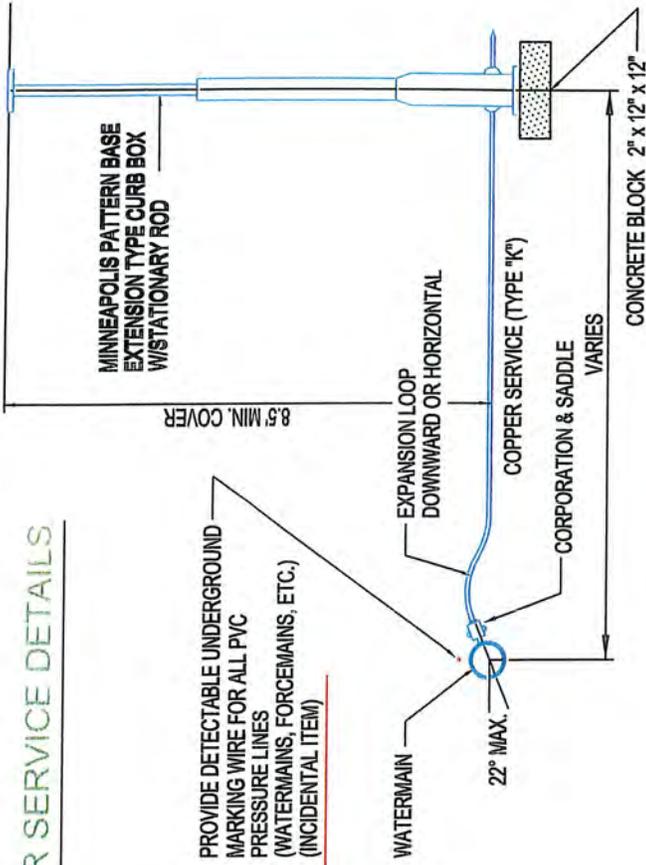
PIPE WITH MORE THAN 6' COVER AND LESS THAN 8.5' COVER
 NO SCALE

TYPICAL FIRE & WATER SERVICE DETAILS

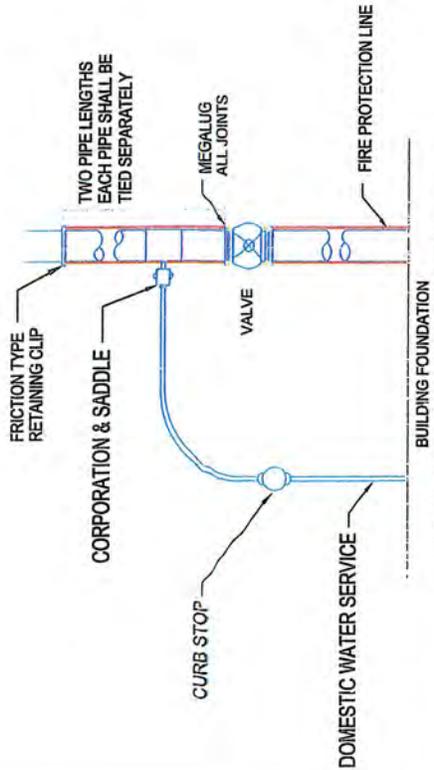
NO SCALE



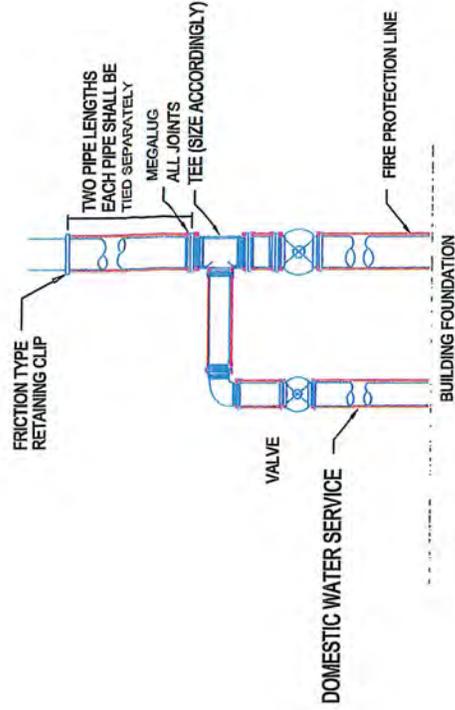
TYPICAL GATE VALVE DETAIL
NO SCALE



TYPICAL WATER SERVICE DETAIL
NO SCALE



TYPICAL VALVE DETAIL 2" OR LESS
NO SCALE



TYPICAL VALVE DETAIL 4" OR LARGER
NO SCALE

NOTES:

- 1 ALL VALVE BOXES SHALL BE INSTALLED UPON THE GATE VALVE WITH THE USE OF A GATE VALVE ADAPTER AS MANUFACTURED BY ADAPTER INC. OR APPROVED EQUAL. THE GATE VALVE ADAPTER SHALL BE INCIDENTAL TO VALVE AND BOX INSTALLATION

ATTACHMENT "F"

1. Watermain Standard Construction Drawings

SPECIAL PROVISIONS

WATERMAIN CONSTRUCTION

The watermain items shall be constructed in accordance with the provisions of 2611 (Modified), Standard Specifications for Watermain and Service Line Installation, except as modified below:

Transmission of water into the new mains or services shall not be permitted until the new mains and services have passed the specified tests.

Following all testing and acceptance procedures, all valves shall be opened. Valves shall be operated in the presence of the City Utility Superintendent and remain open.

1. WATERMAIN MATERIALS:

The watermain pipe for this project shall be push on joint PVC or slip joint Ductile Iron (SDIP).

PVC pipe shall meet the requirements of AWWA Specification C900, Class 150, DR 18. All pipe shall bear the National Sanitary Foundation (NSF) seal of approval. Fittings shall be M.J. DIP. Under no conditions shall the fittings have less than a 200 p.s.i. rating for continuous operation.

Ductile iron pipe shall be new centrifugally cast, slip on joint pipe conforming to ANSI Specification A-21.51. Each length of pipe shall have an exterior coal tar coating with interior cement lining in accordance with ANSI Spec. A-21.4. All ductile iron pipe shall be minimum Class 50 suitable for 8 ½ feet of cover. The pipe joint shall be slip on joints with rubber gaskets. Ductile iron fittings shall comply with latest edition of AWWA C110 or C153 specifications. Fittings shall be rated for a minimum of 200 p.s.i.

Stainless steel double bolted, gasketed, service saddles shall be required. Service saddles shall be Ford FS303 flush body with tapered gasket, or approved equal.

Fire hydrants shall conform to the requirements of Specification 2611, except as follows:

1. Hydrants shall be the same type as existing City hydrants (Waterous Pacer) or approved equal.
2. Length for minimum 8½ feet cover to top of pipe and an additional 6 inches from the ground to traffic flange.
3. Hydrant shall have bronze to bronze seats.
4. Distance from finished grade to breakoff flange shall be 6 inches and distance from finished grade to center of nozzles shall be approximately 34 inches unless otherwise specified.
5. Hydrant location markers shall be supplied and installed on each new hydrant provided with the contract. Markers shall be 4 feet in length, red in color, as manufactured by "FLEXSTAKE" or approved equal. Contractor shall attach one marker to each hydrant upon completion of the project.

Gate valves shall be the Resilient Seated Gate Valve type meeting or exceeding all applicable requirements of AWWA C515, non rising stem type and "O-Ring" type.

Butterfly valves shall meet or exceed the latest revision of AWWA Standard C504 for Class 150B butterfly valves and shall meet or exceed the requirements of this specification. Valves 12 inch and smaller shall have a working pressure of 200 p.s.i. All valves shall be tested and shall be capable of withstanding bi-directional line hydrostatic test pressures up to 225 p.s.i. without leaking. All valve components shall conform to Underwriters Laboratories classification in accordance with ANSI/NS Standard 61. Housings shall be cast iron and shall be available in both weatherproof and buriable constructions with a 2 inch square AWWA nut input. All units shall have independently adjustable open and closed position stops that are adjustable under full line pressure and flow - open and closed position stop adjustments shall not require the removal of any load or torque transmitting components.

Valves shall be turned counterclockwise to open.

All valve boxes shall be three piece, 5-1/4 inch shaft, screw type, for burial as shown on the plan. Valve boxes shall be Mueller Figure H-10347, Tyler 6860 Series or approved equal. Valve boxes shall be of sufficient length to provide for minimum adjustment of 6 inches above and below grades when the pipe is installed to the specified depth. Valve extensions, if required, shall be provided at no additional cost to the city.

All valve boxes shall be installed on approved gate valve adaptors manufactured solely for that purpose. Adaptors shall be as manufactured by "Adpator, Inc." or approved equal. Gate valve adaptor shall be a minimum of 1/4" steel with UV Polyurethane protective coating and a minimum 3/4" thick rubber gasket firmly attached to the adaptor. The adaptor shall be used in lieu of hardwood blocking and shall be incidental to the new valve and box installation unit price.

Corporation stops shall be solid bronze castings, A.Y. McDonald 4701 series, Ford FB600 series, or approved equal for size of copper water service specified.

Curb stops shall be A.Y. McDonald 6104 series, Ford B22 series or approved equal, Minneapolis thread and pattern, with size of curb stop valve from the inlet through outlet being the same as the size specified for that particular service pipe.

Curb boxes shall be A.Y. McDonald 5622 - 1", A.Y. McDonald 5623 - 1 1/2", Ford EM2 Series with 1 1/2" upper section, or approved equal, Minneapolis Pattern, adjustable bury with stationary rod.

Insulation shall be extruded rigid board material having a thermal conductivity of 0.23 BTU / hour / square foot / degree Fahrenheit / inch thickness maximum at 40° F mean. Insulation shall have a minimum comprehensive strength of 35 p.s.i. and a minimum water absorption of 0.25 percent by volume.

2. CONSTRUCTION REQUIREMENTS:

The Contractor shall be responsible for excavating and locating the existing watermain. All excavation near the existing main shall be made in such a manner as to avoid any damage to the main. The drawings show the approximate location of the existing main but the Engineer and Owner do not guarantee the precise location.

The Contractor shall not have more than 200 feet of trench dug in advance of pipe laying operations. Trenches shall be backfilled and compacted prior to leaving the construction site at the end of each work day.

All bends and tees shall be mechanically restrained or blocked as shown in the watermain details on the plans.

All joints between the main and the hydrants inclusive shall be mechanically restrained or blocked as shown in the watermain details on the plans.

All fittings shall be M.J. DIP and compact fittings shall be allowed.

The minimum bury depth from proposed ground to top of pipe shall be 8½ feet.

Electrical tracing wire shall be size No. 12, solid core copper wire (HMWPE / 30 mm), insulated (THHN) wire. Tracing wire connections shall terminate at hydrants or other easily accessible locations at a maximum distance of six inches outside the access point.

New service line installations shall be as indicated with at least two feet of new copper pipe extending beyond the new curb stop and box.

Service pipe shall be type "K" copper of the size shown on the plans.

Each service shall be marked at termination with a six-foot long steel T-post driven vertically into the ground at least two feet. The top two feet of each T-post shall be painted blue.

Hydrant location marker shall be provided and installed on each new hydrant constructed as part of the project.

Unless otherwise specified in the plans or specifications, insulation placement shall measure 8 feet parallel to the pipe being insulated, 4 feet perpendicular to the pipe being insulated and 2 or 4 inches in thickness.

3. DEWATERING AND TRENCH STABILIZATION:

The Contractor shall prevent surface water and subsurface or groundwater from flowing into excavations and from flooding the project site and surrounding area.

The Contractor shall not allow water to accumulate in excavations. Dewater to prevent softening of foundation bottoms, under-cutting footings and other changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavation.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. Do not use trench excavation as temporary drainage ditches. All cost for dewatering shall be considered incidental to the watermain pipe installation bid item.

Whenever the bottom of the trench is soft and will not furnish suitable support for the pipe, the excavation shall be carried to 8 inches below the bottom of the pipe and refilled with crushed rock of 1½" washed concrete rock and well tamped in place to form a firm foundation for the pipe. The crushed rock used for this purpose shall be of the same size and quality as specified for coarse aggregate for concrete. The cost for crushed rock trench bottom stabilization shall be incidental unless a specific pay item is included for special pipe bedding.

The Contractor shall obtain and pay any fees required for permits to perform dewatering operations. He is also responsible for any adverse effects on adjacent wells, water table levels, and surface water levels.

4. **BACKFILLING:**

The procedure for backfilling at the pipe zone shall consist of using select material free from rocks greater than 1 inch in diameter or lumps, placed by hand methods and tamped carefully around and over the mainline and service pipe to a depth of 12 inches above the top of the pipe. Tamping shall be accomplished by mechanical means. Compaction shall be as follows:

1. Compaction in the pipe zone shall be to a minimum of 90% of the maximum standard proctor dry density.
2. Compaction above the pipe zone shall be to a minimum of 95% of maximum standard proctor dry density in pavement areas and 90% in all other areas.

Backfilling above the pipe zone shall be as specified in Section 2611.3J, Standard Specifications for Watermain and Service Line Installation. No frozen materials or bituminous chunks will be allowed for backfilling.

5. **TESTING:**

Hydrostatic pressure shall be used in testing pipe lines as per Section 2611.3G of the Standard Specifications for Watermain and Service Line Installation.

Bacteria sampling and testing shall be performed by an independent qualified testing laboratory as selected by the Contractor and approved by the City. Sampling and testing shall be done in accordance with AWWA C651. Sampling shall be done in the presence of the City, with test results furnished to the City and the Contractor. Sampling and testing at each location shall be done twice within a 24-hour period and shall be conducted at one location within each 1,200 lineal feet of new water main plus at each terminating end and branch.

6. **MEASUREMENT AND PAYMENT FOR WATERMAIN FITTINGS:**

Watermain fittings (regardless of type used) shall be measured and paid based on standard fitting weights as published in the most current version of AWWA C-110.

7. **HYDRANT EXTENSIONS:**

Hydrant extensions are included as unit bid items for this project. The hydrant extension bid item is to be used only when construction conditions result in hydrants being lower than specified in the construction documents. The need for hydrant extensions will only be determined after installation of the hydrant and following completion of grading and backfilling operations. The Contractor shall use care when initially installing the hydrants to minimize use of any hydrant extensions. Hydrant extensions shall be bid on the each basis for various extensions lengths listed in the bid and shall be full compensation for all materials and labor necessary to adjust the hydrant to its completed length.

14. **INCIDENTALS:**

Construction required to complete specific items which may not be shown on the plans, the specifications, or construction details, and which are necessary for satisfactory completion and for which no item has been set aside on the proposal form, are considered as incidental to the project and no separate measurement or payment shall be made.

All hydrants installed as part of this contract shall be field painted prior to final acceptance. Painting shall be done following installation and shall include all exposed (red) surfaces above the traffic flange. Paint shall be as provided by the manufacturer or Urethane Alkad Gloss – Federal

Safety Red. Painting shall be incidental to the hydrant price and no separate measurement or payment shall be made.

ATTACHMENT "H"

1. Right-of-Way Restoration and Erosion Specifications

**City of Baxter
Right of way
SPECIAL PROVISIONS**

RESTORATION

1. GENERAL REQUIREMENTS:

Seed, sod and Erosion Control Blanket shall be placed in accordance with MnDOT 2575.

Trees shall be placed in accordance with MnDOT 2571.

2. TOPSOIL REQUIREMENTS:

Topsoil, whether salvaged or hauled in and placed, will be measured for payment in place, compacted volume, for the area to be seeded. **All topsoil shall be screed prior to placement.** The provisions of MnDOT 3877.2, Topsoil Borrow, shall be waived and the following substituted:

Topsoil, either imported or salvaged, shall be friable loam, free of subsoil, roots, grasses, excessive amount of weeds, stones, and foreign matter acidity (pH) shall be between 5.5 and 7.5. Organic matter shall be a minimum of 3% and a maximum of 20%.

3. SEEDING REQUIREMENTS:

Seeding where specified shall be done in accordance with MnDOT 3876 using the following seed mixtures and application rates:

<u>Standard MnDOT Seed Mixtures</u>	<u>Application Rate</u>
Seed Mixture 150	40 lbs/acre
Seed Mixture 240	400 lbs/acre
Seed Mixture 260	400 lbs/acre

Custom Residential Yard Seed Mixture: Seed mixture shall be "Ultra Pro Lawn Seed" or approved equal consisting of the following:

Jewel Kentucky Bluegrass	20%
Rugby/Dragon Kentucky Bluegrass	20%
Washington Kentucky Bluegrass	10%
Turf-type Perennial Ryegrass	30%
Boreal Creeping Red Fescue	20%

Application shall be by hydro-mulching at the following rates:

Seed	400 lbs/acre
Fertilizer	200 lbs/acre
Type 5 Hydro-mulch	1500 lbs/acre

Temporary Areas: MnDOT Type 150 40 LBS/ACRE

4. MULCH REQUIREMENTS:

Mulch shall be applied to all seeded areas in accordance with MnDOT 2575 and the following:

Residential Yards: Hydraulically applied with seed at 1500 lbs/acre

All Other Areas: Type 1 mulch shall be clean grain straw, applied at the rate of 2 tons per acre. Mulch shall be placed using blower equipment designed for mulch application. Mulch shall be certified by the Minnesota Crop Improvement Association (MCIA) to be free of noxious weed seeds, seed bearing stalks, and/or other reproductive propagules as defined by rules and regulations of the Minnesota Department of Agriculture.

Temporary Areas: Type 1 at 2 tons/acre

5. **Bonded Fiber Matrix:**

Bonded Fiber Matrix (BFM) shall be constructed in accordance with MnDOT 2575. BFM shall meet the following minimum requirements:

- Fibers shall be composed of 100% wood or wood by-products. A minimum of 25% of the fibers shall average 0.4 inches in length and 50% or more shall be of length to be retained on a Clark Fiber Classifier 24 mesh screen. Fibers shall be colored with a water soluble, non-toxic dye, to aid in uniform application over the site.
- The binder shall be formulated from three elements; a polysaccharide guar, a standard agricultural fertilizer and a slow release fertilizer.
- The binder shall not dissolve or disperse upon re-wetting.
- The matrix shall be comprised of materials 100% biodegradable and 100% beneficial to plant growth.
- The Matrix shall have no gaps between product and soil.
- The matrix shall have no germination or growth inhibiting factors and shall not form a water insensitive crust.
- The matrix shall have no holes > 1mm in size.

6. **FERTILIZER REQUIREMENTS:**

Fertilizer shall be commercial grade, slow release complete type. Application shall be done at the time of seed bed preparation. Fertilizer shall contain 23-0-30 (NPK) for both temporary and permanent applications and should contain sulfur and iron. Not less than 1% or more than 8% added sulfur and iron shall be allowed.

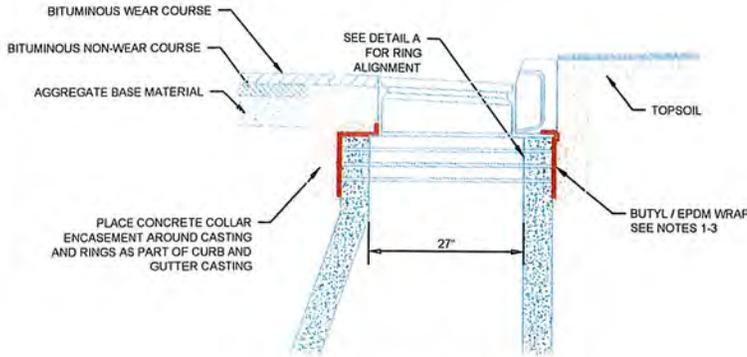
Residential Yards: Hydraulically applied with seed at 200 lbs/acre.

All Other Areas: Fertilizer shall be applied at 200 lbs/acre initially and 100 lbs/acre one month after initial placement.

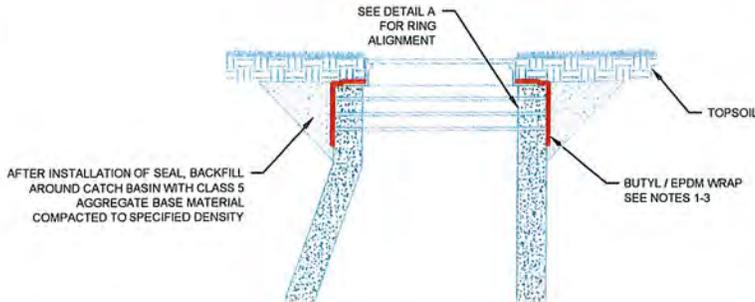
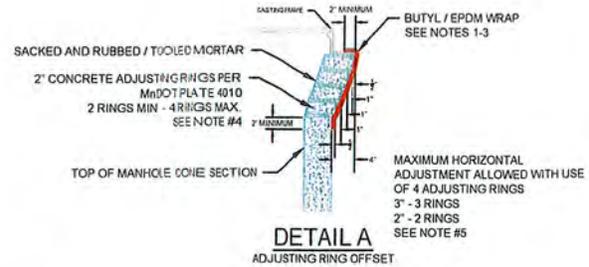
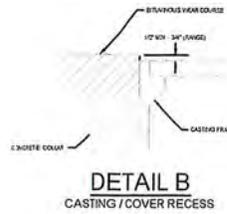
Temporary Areas: Fertilizer shall be applied at 200 lbs/acre

7. **MAINTENANCE REQUIREMENTS:**

Seed placed under the contract shall be watered and maintained by the Contractor for a period of **30 growing days** following seed application. Growing days shall be defined as any calendar day exclusive of those days between June 10 and August 10 and from November 1 to April 15. Maintenance shall include watering as necessary (or directed by the Owner), erosion repairs and additional fertilization if necessary. Areas that are not acceptable to the Owner following the **30-day** maintenance period shall be re-seeded at the Contractor's expense until acceptance is secured.



ADJUSTING RING AND SEAL
STORM SEWER CATCH BASIN AT CURB

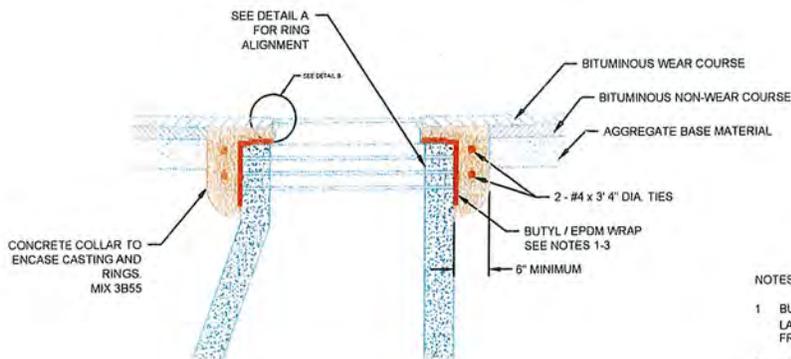


ADJUSTING RING AND SEAL
MANHOLES OFF ROADWAYS

PACK GROUT AROUND ALL ANNULAR OPENINGS. GROUT SHALL EXTEND A MINIMUM OF 1 FOOT ON OUTSIDE OF STRUCTURE



STORM PIPE PENETRATION DETAIL



ADJUSTING RING AND SEAL
MANHOLES IN ROADWAYS

NOTES

- 1 BUTYL (130°) / EPDM (145°) WRAP PLACED AROUND CONCRETE RINGS LAP HORIZONTAL JOINTS 1 1/2" MIN AND FOLD OVER ONTO CASTING FRAME 2" MIN
- 2 ON FLAT COVER STRUCTURES, MATERIAL SHALL ALSO BE EXTENDED ONTO PRECAST TOP 2" MIN
- 3 BUTYL / EPDM WRAP IS INCIDENTAL TO STRUCTURE CONSTRUCTION
- 4 PRECAST SHOP DRAWINGS SHALL UTILIZE STRUCTURE HEIGHTS TO ALLOW 1/2" (2 RINGS) MINIMUM TO 1'0" (4 RINGS) MAXIMUM BUILD HEIGHT PLUS ACTUAL FRAME / CASTING HEIGHT
- 5 CONTRACTOR SHALL FIELD ADJUST STRUCTURE AND PIPE TO MAINTAIN MAXIMUM RING OFFSET DIMENSIONS PER DETAIL. HORIZONTAL ADJUSTMENT SHALL NOT EXCEED 1" BETWEEN RINGS AS SHOWN IN DETAIL A
- 6 METAL ADJUSTMENT RING / BAND SHALL BE FIELD WELDED TO FRAME IF UTILIZED BY CONTRACTOR

ATTACHMENT "I"

1. Estimated GIS Cost

GIS/IT COORDINATOR ESTIMATED TIME/COST

Description	Hrs	Rate	Total
GIS Incorporation	6	\$58.00	\$348.00

ATTACHMENT “J”

1. Estimated Engineering Technician Inspection Costs

ENGINEERING TECHNICIAN AND INSPECTION ESTIMATED TIME/COST

Description	Hrs	Rate	Total
Watermain	13		
Sanitary Sewer Main	0		
Street reconstruction	6		
Testing	6		
Driveway Aprons	2		
Final Walk Through	2		
Final Punch List	4		
Close-out Developer's Agreement	<u>2</u>		
	35	\$50.00	\$1,750.00

ATTACHMENT "K"

1. Detailed of SAC / WAC Fees



September 9, 2016

Nor-Son
 Att: Jesse Hopkins
 7900 Hasting Road
 Baxter, MN 56425

RE: Sewer and Water Availability Charges
 Jack Pine – 15593 Edgewood Drive

I used the Floor Plan Layout provided on plan sheet A701 dated September 6, 2016 to calculate the sewer and water availability charges. I measured the following square footages from the diagram shown on the submitted sheets:

Office Space	= 1579 Sq. Ft.
Banquet Space	= 669 Sq. Ft.
Inside Tap Room Space	= 52 Spaces
Outside Patio Space	= 24 Spaces
Process Potential	= 868,00 gals/year (2,378 gals/day)

Sewer and Water Availability Charges are figured as follows:

- 1 SAC and WAC per 2,400 Sq. Ft. of Office Space
- 1 SAC and WAC per 1,028 Sq. Ft. of Banquet Space
- 1 SAC and WAC per 23 spaces (Inside)
- 1 SAC and WAC per 92 Spaces (Outside Patio)
- 1 SAC and WAC per 274 gals. potential daily usage

Sewer and Water Availability Calculations:

Office Space	= 1579 Sq. Ft. / 2,400	= 0.66
Banquet Space	= 669 Sq. Ft. / 1,028	= 0.65
Inside Tap Room Space	= 52 Spaces / 23	= 2.26
Outside Patio Spaces	= 24 Spaces / 92	= 0.26
Process Potential	= 2,378 Gals/day / 274 Gals/day	= 8.68
	Total	= 12.51 units each

Round to the nearest 1/4 of the number
 Total SAC and WAC = 12.50

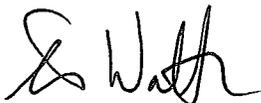
The following is the sewer and water availability charges that would be due on Jack Pine
– 15593 Edgewood Drive – Baxter, MN:

Sewer Availability Charge = 12.50 * \$3,400.00 = \$42,500.00	
Water Availability Charge = 12.50 * \$3,100.00 = \$38,750.00	
(Sales Tax 7.875% Water Only)	= <u>\$ 3,051.56</u>
Total Due	= \$84,301.56

These charges will be included with your building permit fees and payment will be required prior to issuance of the building permit. Please be aware of the fact that if any of the floor space is used for any other purposes than designated on the permit application or water usage exceeds 868,000 gals/year, SAC and WAC will be recalculated and charged accordingly.

If you have any questions or concerns please contact Public Works Director Trevor Walter at Baxter City Hall (218-454-5115).

Sincerely,



Trevor Walter, PE
Public Works Director

ATTACHMENT "L"

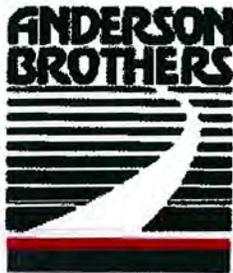
1. Detail of Legal, Administrative and Other Fees Due City.

Detail of Legal, Administrative and Other Fees Due City.

Description	Hrs	Rate	Total
City Administrator	0	\$76.00	\$ 0.00
Finance Director	2	\$76.00	\$152.00
Public Works Director/City Engineer	4	\$76.00	\$304.00
City Attorney			<u>\$444.00</u>
			\$900.00

ATTACHMENT “M”

1. Engineer Estimate for Water, Sanitary Sewer, and Dewatering



Anderson Brothers Construction Company
 P.O. Box 668
 Brainerd, MN 56401
 218-829-1768
 218-829-7607 Fax

To: NOR-SON	Contact: Nathan Norton
Address: 7900 Hastings Road Baxter, MN 56425	Phone: 218-828-1722
	Fax: 218-828-0487
Project Name: Costs For City Utilities Jack Pine Brewery	Bid Number:
Project Location: Baxter Edgewood Drive	Bid Date: 9/8/2016
Item Description	

Dewatering

Dewatering

Total Price for above Dewatering Items: \$6,300.00

Sewer

Pipe Sewer 6"

Connect Existing Sanitary Sewer Service Line

Total Price for above Sewer Items: \$8,384.00

Water

Testing

Mobilization

Pipe Water 6 "

Hydrant #1

Connect Existing Water Service Line

2" PVC Waterline Pipe Domestic

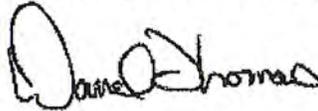
Ductile Iron Water Main Fittings Valves

Total Price for above Water Items: \$23,178.00

Total Bid Price: \$37,862.00

Notes:

- We are pleased to quote the following City Utilities Costs on the above-referenced project.
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Anderson Brothers Construction Company Of Brainerd, LLC</p> <p>Authorized Signature: </p> <p>Estimator: Darrel Thomas 218-820-9930 dthomas@andersonbrothers.com</p>
--	---

ATTACHMENT "N"

1. Performance and Surety Bond.

SUBDIVISION PERFORMANCE BOND

Bond No. 82444067

KNOW ALL MEN BY THESE PRESENTS, that we Nor-Son, Inc., 7900 Hastings Road, Baxter, MN as Principal, and Federal Insurance Company, 15 Mountain View Road, Warren, NJ, authorized to do business in the State of Minnesota, as Surety, are held and firmly bound onto City of Baxter as Obligee, in the penal sum of One Hundred Forty Seven Thousand Nine Hundred Fifty Three and 00/100 (\$147,953.00) DOLLARS, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal agrees to perform Lot Lighting, Landscaping and Utilities for the Jack Pine Brewery

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Any suit under this bond must be instituted before the expiration of one (1) year from the date of completion and acceptance.

Signed, sealed and dated this 14th, day of September, 2016.

Nor-Son, Inc.

Principal

By: 

Federal Insurance Company

By: 

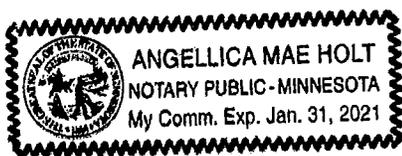
John E. Tauer, Attorney-in-Fact

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Crow Wing)

On this 16th day of September 2016 before me appeared Mark Korte, to me personally known, who, being by me duly sworn, did say that he/she is the Director of Construction Mgr of Nor-Son, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Mark Korte acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public Crow Wing County, MN
My commission expires 11/31/2021

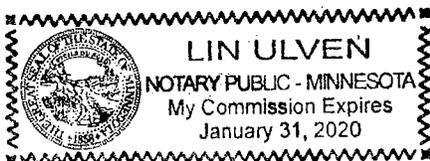


SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 14th day of September 2016, before me appeared John E. Tauer, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Federal Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said John E. Tauer acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public Ramsey County, MN
My commission expires 1/31/2020





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department³³
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Melinda C. Blodgett, R. C. Bowman, Jack Cedarleaf II, D. R. Dougherty, Sandra M. Doze, R. Scott Egginton, R. W. Frank, Linda K. French, Ted Jorgensen, Emily Keiser, Joshua R. Loftis, Kurt C. Lundblad, Brian J. Oestreich, Jerome T. Ouimet, Craig H. Remick, Nicole M. Stillings, John E. Tauer, Rachel A. Thomas and Lin Ulven of Minneapolis, Minnesota-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of April, 2015.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY
County of Somerset

ss.

On this 27th day of April, 2015 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316686
Commission Expires July 18, 2019**

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 14th day of September 2016



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surely@chubb.com

ATTACHMENT “O”

1. Utility Easement for Watermain, Fire Hydrant and Water Valves

(Top 3 inches reserved for recording data)

EASEMENT DEED

Entity to Entity

eCRV number: **Exempt**

DEED TAX DUE: **\$Exempt**

DATE: 9-15- 2016

FOR VALUABLE CONSIDERATION, **Jack Pine Brewery, LLC, a Minnesota limited liability**, ("Grantor"), hereby conveys and quitclaims to **City of Baxter, a municipal corporation** under the laws of **Minnesota** ("Grantee"), real property in **Crow Wing** County, Minnesota, legally described as follows:

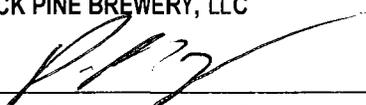
See Exhibit A attached hereto.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Grantor

JACK PINE BREWERY, LLC

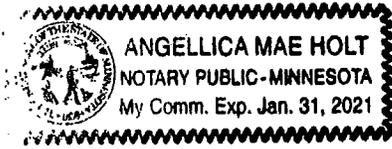
By 

Patrick Paul Sundberg, its President

State of Minnesota, County of **Crow Wing**

This instrument was acknowledged before me on Sept 15th 2016 by Patrick Paul Sundberg, as President of Jack Pine Brewery, LLC, a Minnesota limited liability company, on behalf of the company Grantor.

(Stamp)




(signature of notarial officer)

Title (and Rank): Project Coordinator

My commission expires: Jan. 31, 2021
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Brad Person
Box 472
Brainerd, MN 56401
218-828-1248

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

No change

Exhibit A

A permanent easement for utility purposes lying over, under and across:

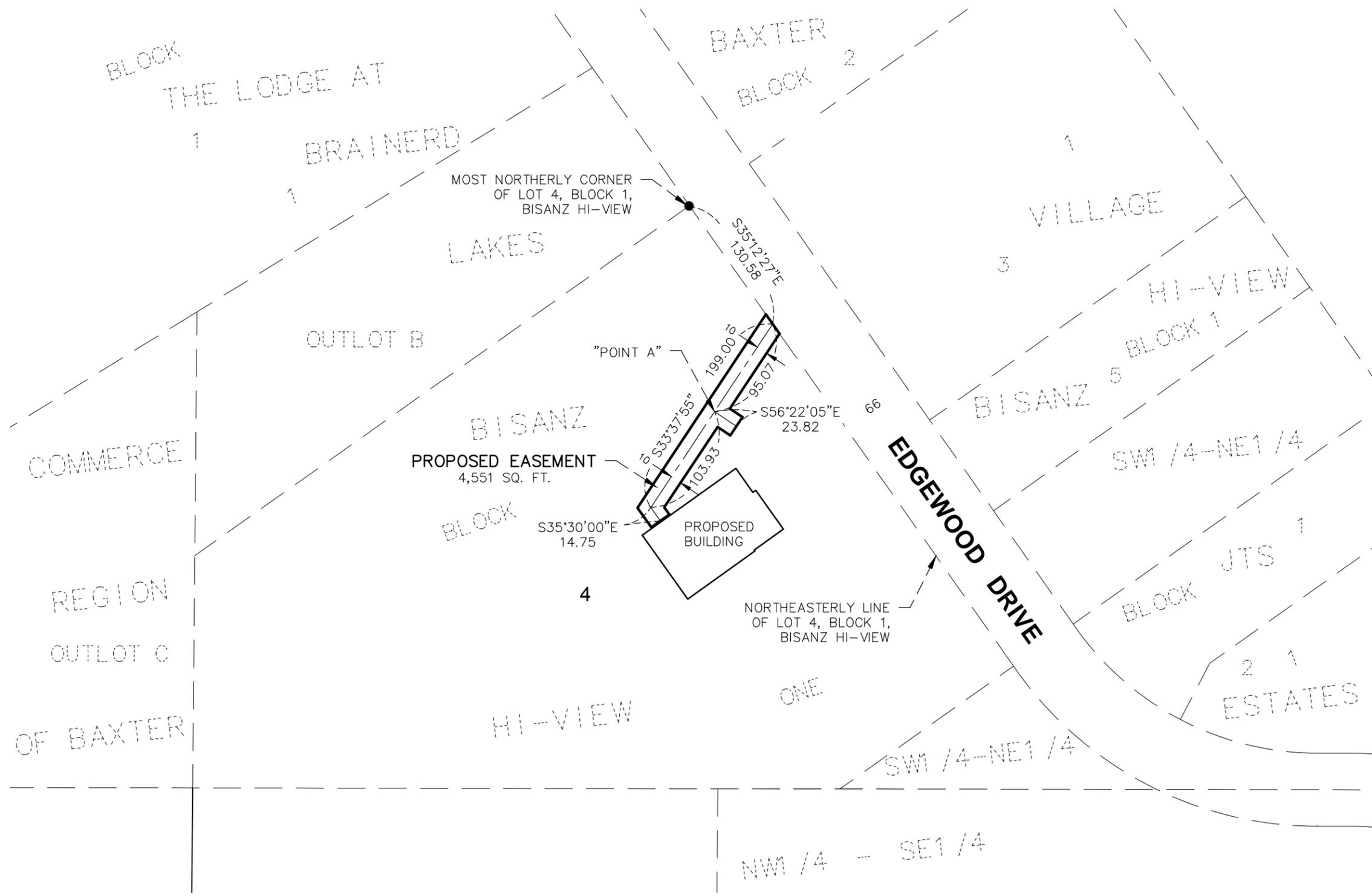
A 20.00 foot wide easement lying over, under and across that part of Lot 4, Block One, BISANZ HI-VIEW, according to the recorded plat thereof, on file in the Crow Wing County, Minnesota, Recorder's Office, the centerline of said easement is described as follows: Commencing at the most northerly corner of said Lot 4, Thence South 35 degrees 12 minutes 27 seconds East, Bearing based on the City of Baxter Coordinate Database NAD 83/88, 130.58 feet along the northeasterly line of said Lot 4 to the point of beginning of said centerline; thence South 33 degrees 37 minutes 55 seconds West 95.07 feet to the point hereinafter designated Point A; thence continuing South 33 degrees 37 minutes 55 seconds West 103.93 feet; thence South 35 degrees 30 minutes 00 seconds East 14.75 feet and said centerline there terminating.

Together with a 20.00 foot wide easement lying over, under and across that part of said Lot 4, the centerline of said easement is described as follows

Beginning at said Point A; thence South 56 degrees 22 minutes 05 seconds East 23.82 feet and said centerline there terminating.

SKETCH AND DESCRIPTION

PART OF LOT 4, BLOCK ONE, BISANZ HI-VIEW, IN THE SW1/4-NE1/4,
SECTION 31, TOWNSHIP 134, RANGE 28, CROW WING COUNTY, MINNESOTA



PROPOSED EASEMENT DESCRIPTION:
A 20.00 foot wide easement lying over, under and across that part of Lot 4, Block One, BISANZ HI-VIEW, according to the recorded plat thereof, on file in the Crow Wing County, Minnesota, Recorder's Office, the centerline of said easement is described as follows: Commencing at the most northerly corner of said Lot 4, Thence South 35 degrees 12 minutes 27 seconds East, Bearing based on the City of Baxter Coordinate Database NAD 83/88, 130.58 feet along the northeasterly line of said Lot 4 to the point of beginning of said centerline; thence South 33 degrees 37 minutes 55 seconds West 95.07 feet to the point hereinafter designated Point A; thence continuing South 33 degrees 37 minutes 55 seconds West 103.93 feet; thence South 35 degrees 30 minutes 00 seconds East 14.75 feet and said centerline there terminating.
Together with a 20.00 foot wide easement lying over, under and across that part of said Lot 4, the centerline of said easement is described as follows: Beginning at said Point A; thence South 56 degrees 22 minutes 05 seconds East 23.82 feet and said centerline there terminating.

SURVEYORS NOTE:
THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO PREPARE A 20.00 FOOT WIDE EASEMENT FOR A PROPOSED WATER MAIN SERVICING THE PROPOSED JACK PINE BREWING BUILDING. THE LOCATION OF THE PROPOSED BUILDING AND WATER MAIN ARE SHOWN ACCORDING TO THE SITE PLAN PREPARED AND PROVIDED BY ANDERSON BROTHERS CONSTRUCTION.

THIS IS NOT A BOUNDARY SURVEY



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CITY OF BAXTER COORDINATE DATABASE NAD 83/88

● = DENOTES FOUND IRON MONUMENT

© 2016 WIDSETH SMITH NOLTING

DATE:	9-14-16	DATE	AMENDMENTS	BY	PREPARED FOR:	ANDERSON BROTHERS CONSTRUCTION
SCALE:	AS SHOWN					
DRAWN BY:	RDS					
CHECKED BY:	CMC					
FILE NUMBER:	0293B0000.000					



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

AGREEMENT

This Agreement, made and entered into this 12th day of July, 2016, by the City of Baxter ("City") and John T. Tanner and Rhonda Baptiste Tanner, husband and wife ("Owner").

WITNESSETH,

WHEREAS, Owner owns the parcel along Dellwood Drive as depicted in the Sketch and Description prepared by WSN attached hereto as Exhibit A; and

WHEREAS, the City needs to acquire the parcel depicted on said survey in order to complete improvements to Dellwood Drive; and

WHEREAS, Owner is willing to deed said to the City as long as the City vacates the 16,495 square foot parcel as depicted on the Sketch and Description attached hereto as Exhibit B.

NOW, THEREFORE, IT IS HEREBY AGREED:

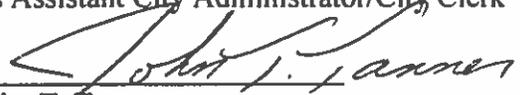
Owner shall execute the Deed to the City as set forth in Exhibit C. The City shall at its expense and before July 1, 2016, vacate the tract depicted in Exhibit B as set forth in the draft resolution attached hereto as Exhibit D.

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

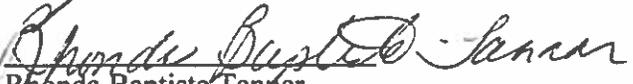
CITY OF BAXTER

By _____
Its Mayor

By _____
Its Assistant City Administrator/City Clerk



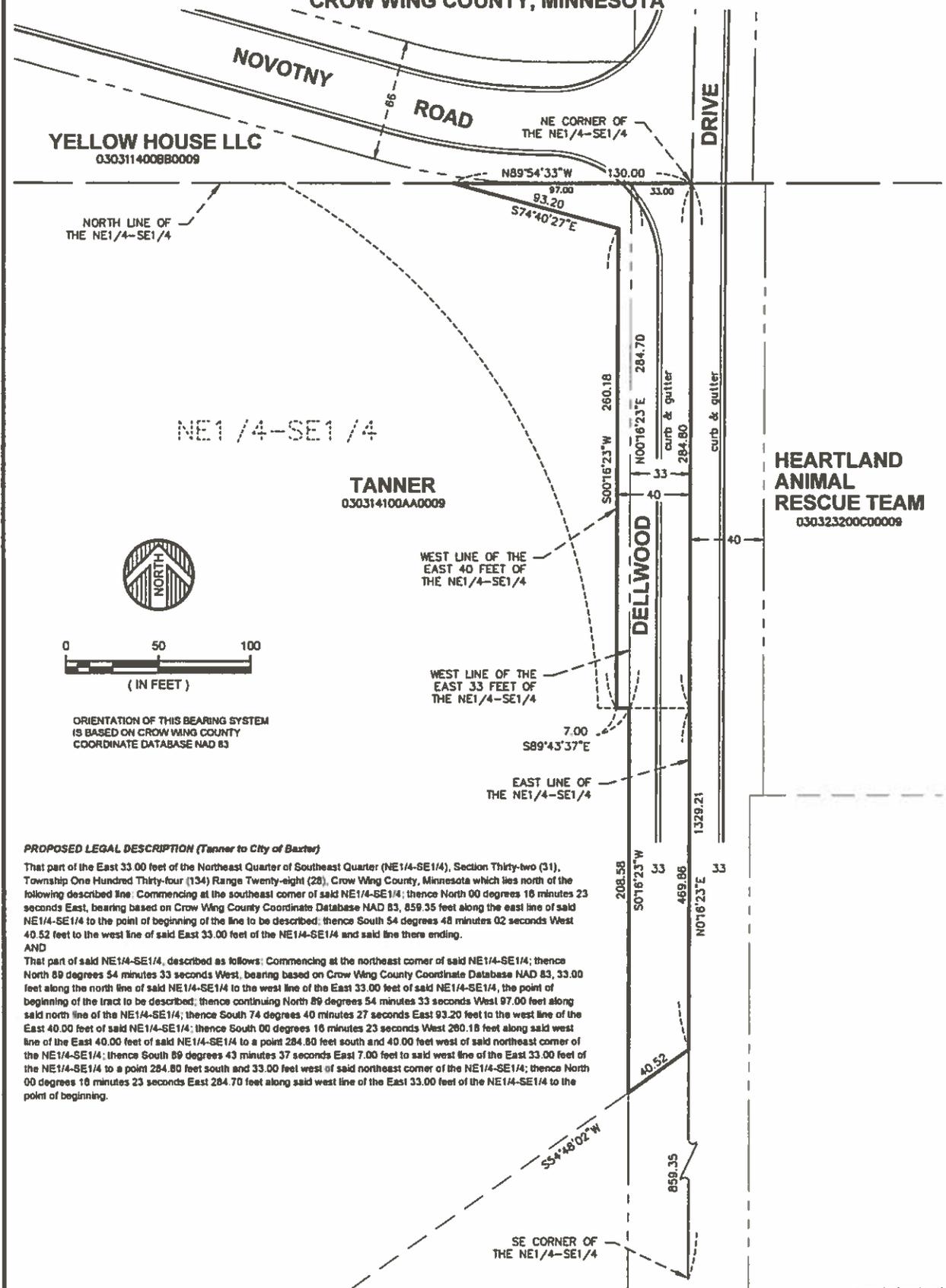
John T. Tanner



Rhonda Baptiste Tanner

SKETCH AND DESCRIPTION

PART OF THE NE1/4-SE1/4,
SECTION 31, TOWNSHIP 134, RANGE 28,
CROW WING COUNTY, MINNESOTA



PROPOSED LEGAL DESCRIPTION (Tanner to City of Baxter)

That part of the East 33.00 feet of the Northeast Quarter of Southeast Quarter (NE1/4-SE1/4), Section Thirty-two (31), Township One Hundred Thirty-four (134) Range Twenty-eight (28), Crow Wing County, Minnesota which lies north of the following described line: Commencing at the southeast corner of said NE1/4-SE1/4; thence North 00 degrees 16 minutes 23 seconds East, bearing based on Crow Wing County Coordinate Database NAD 83, 859.35 feet along the east line of said NE1/4-SE1/4 to the point of beginning of the line to be described; thence South 54 degrees 48 minutes 02 seconds West 40.52 feet to the west line of said East 33.00 feet of the NE1/4-SE1/4 and said line there ending.

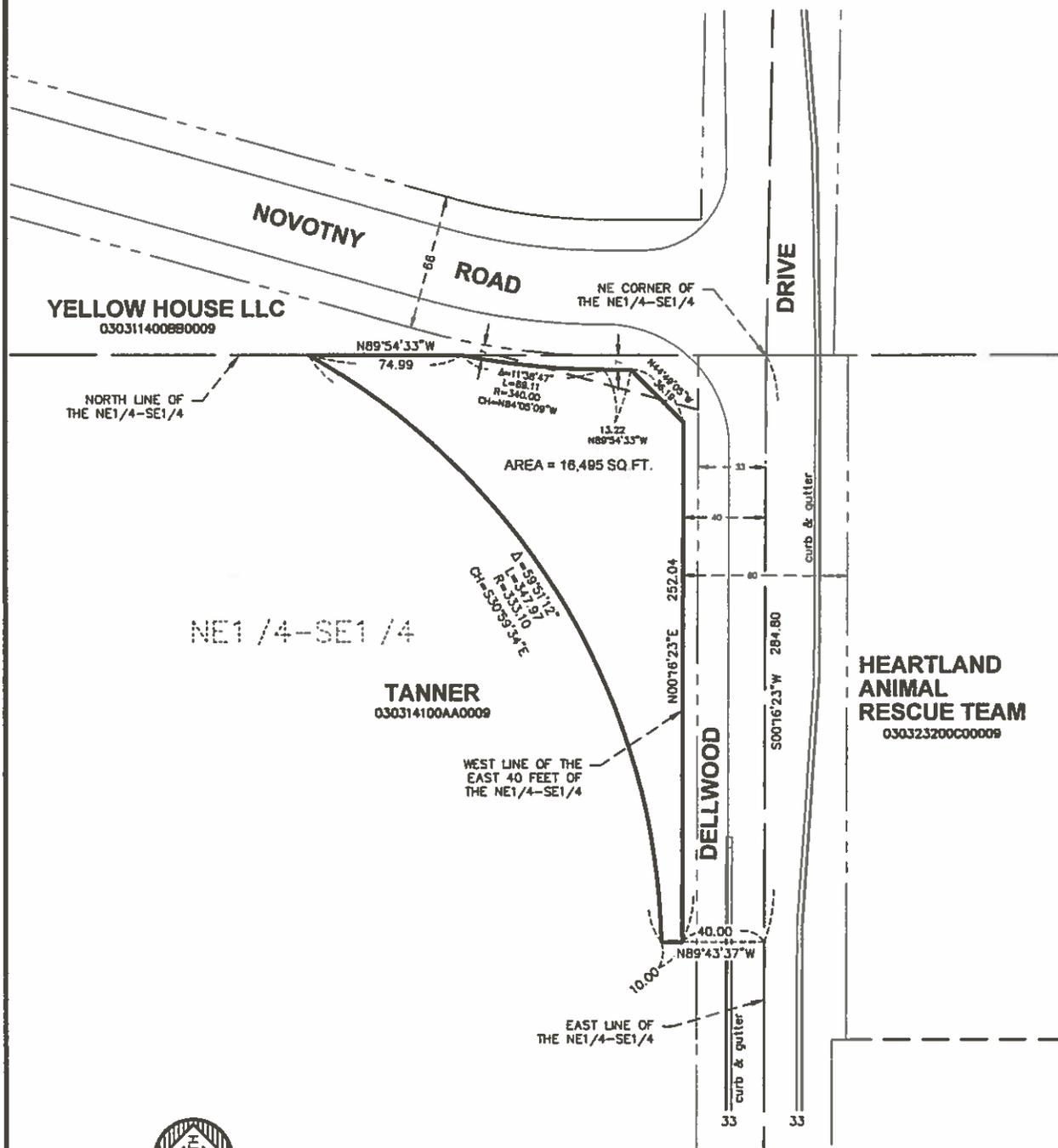
AND

That part of said NE1/4-SE1/4, described as follows: Commencing at the northeast corner of said NE1/4-SE1/4; thence North 89 degrees 54 minutes 33 seconds West, bearing based on Crow Wing County Coordinate Database NAD 83, 33.00 feet along the north line of said NE1/4-SE1/4 to the west line of the East 33.00 feet of said NE1/4-SE1/4, the point of beginning of the tract to be described; thence continuing North 89 degrees 54 minutes 33 seconds West 97.00 feet along said north line of the NE1/4-SE1/4; thence South 74 degrees 40 minutes 27 seconds East 93.20 feet to the west line of the East 40.00 feet of said NE1/4-SE1/4; thence South 00 degrees 16 minutes 23 seconds West 260.18 feet along said west line of the East 40.00 feet of said NE1/4-SE1/4 to a point 284.80 feet south and 40.00 feet west of said northeast corner of the NE1/4-SE1/4; thence South 89 degrees 43 minutes 37 seconds East 7.00 feet to said west line of the East 33.00 feet of the NE1/4-SE1/4 to a point 284.80 feet south and 33.00 feet west of said northeast corner of the NE1/4-SE1/4; thence North 00 degrees 16 minutes 23 seconds East 284.70 feet along said west line of the East 33.00 feet of the NE1/4-SE1/4 to the point of beginning.

DATE	3.30.19	DATE		BY		PREPARED FOR:	CITY OF BAXTER
SCALE	AS SHOWN					I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA	
DRAWN BY	CMH					 WIDSETH SMITH NOLTING Engineering Architecture Surveying Environmental	
CHECKED BY	CMC						
FILE NUMBER	102B0274					CHAD M. DOWNER	DATE
							LIC. NO. #9642

SKETCH AND DESCRIPTION

PART OF THE NE1/4-SE1/4,
SECTION 31, TOWNSHIP 134, RANGE 28,
CROW WING COUNTY, MINNESOTA



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON CROW WING COUNTY COORDINATE DATABASE NAD 83

PROPOSED LEGAL DESCRIPTION

That part of the Northeast Quarter of Southeast Quarter (NE1/4-SE1/4), Section Thirty-one (31), Township One Hundred Thirty-four (134) Range Twenty-eight (28), Crow Wing County, Minnesota, described as follows: Commencing at the northeast corner of said NE1/4-SE1/4; thence South 00 degrees 16 minutes 23 seconds West, bearing based on Crow Wing County Coordinate Database NAD 83, 284.80 feet along the east line of said NE1/4-SE1/4; thence North 89 degrees 43 minutes 37 seconds West 40.00 feet to the west line of the East 40.00 feet of said NE1/4-SE1/4, the point of beginning of the tract to be described; thence North 00 degrees 16 minutes 23 seconds East 252.04 feet along said west line of the East 40.00 feet of the NE1/4-SE1/4; thence North 44 degrees 49 minutes 05 seconds West 38.19 feet; thence North 89 degrees 54 minutes 33 seconds West 13.22 feet; thence northwesterly 69.11 feet along a tangential curve, concave to the northeast, having a central angle of 11 degrees 38 minutes 47 seconds and a radius of 340.00 feet to the north line of said NE1/4-SE1/4; thence North 89 degrees 54 minutes 33 seconds West, not tangent to the last described curve, 74.99 feet along said north line of the NE1/4-SE1/4; thence southeasterly 347.97 feet along a non-tangential curve, concave to the southwest, having a central angle of 59 degrees 51 minutes 12 seconds, a radius of 333.10 feet and the chord of said curve bears South 30 degrees 59 minutes 34 seconds East to the line that bears North 89 degrees 43 minutes 37 seconds West from the point of beginning; thence South 89 degrees 43 minutes 37 seconds East, not tangent to the last described curve, 10.00 feet to the point of beginning.

© 208 WIDSETH SMITH NOLTING

DATE	MAY 04, 2018	DATE		AMENDMENTS		BY		PREPARED FOR	CITY OF BAXTER
SCALE	AS SHOWN							I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DRAWN BY	CMC							CHARGED TO	OWNER
CHECKED BY	CMC							DATE	
FILE NUMBER	10293274							LIC. NO.	41943



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED**Individual(s) to Business Entity**

eCRV number: Exempt

DEED TAX DUE: \$1.65

DATE: July 12, 2016

FOR VALUABLE CONSIDERATION, John T. Tanner and Rhonda Baptiste Tanner, husband and wife, ("Grantor"), hereby conveys and quitclaims to City of Baxter, a municipal corporation under the laws of Minnesota ("Grantee"), real property in Crow Wing County, Minnesota, legally described as follows:

See Exhibit A attached hereto.

Consideration for this transfer is less than \$500.00.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Grantor



John T. Tanner

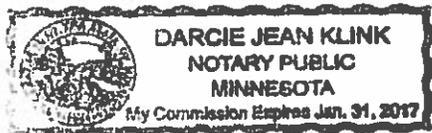


Rhonda Baptiste Tanner

State of Minnesota, County of Crow Wing

This instrument was acknowledged before me on July 12, 2016 by John T. Tanner and Rhonda Baptiste Tanner, husband and wife, Grantors.

(Stamp)



Darcie Klink

(signature of notarial officer)

Title (and Rank): Notary

My commission expires: January 31, 2017
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Brad Person
Box 472
Brainerd, MN 56401
218-828-1248

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
No change

Exhibit A

That part of the East 33.00 feet of the Northeast Quarter of Southeast Quarter (NE1/4-SE1/4), Section Thirty-two (31), Township One Hundred Thirty-four (134) Range Twenty-eight (28), Crow Wing County, Minnesota which lies north of the following described line: Commencing at the southeast corner of said NE1/4-SE1/4; thence North 00 degrees 16 minutes 23 seconds East, bearing based on Crow Wing County Coordinate Database NAD 83, 859.35 feet along the east line of said NE1/4-SE1/4 to the point of beginning of the line to be described; thence South 54 degrees 48 minutes 02 seconds West 40.52 feet to the west line of said East 33.00 feet of the NE1/4-SE1/4 and said line there ending.

AND

That part of said NE1/4-SE1/4, described as follows: Commencing at the northeast corner of said NE1/4-SE1/4; thence North 89 degrees 54 minutes 33 seconds West, bearing based on Crow Wing County Coordinate Database NAD 83, 33.00 feet along the north line of said NE1/4-SE1/4 to the west line of the East 33.00 feet of said NE1/4-SE1/4, the point of beginning of the tract to be described; thence continuing North 89 degrees 54 minutes 33 seconds West 97.00 feet along said north line of the NE1/4-SE1/4; thence South 74 degrees 40 minutes 27 seconds East 93.20 feet to the west line of the East 40.00 feet of said NE1/4-SE1/4; thence South 00 degrees 16 minutes 23 seconds West 260.18 feet along said west line of the East 40.00 feet of said NE1/4-SE1/4 to a point 284.80 feet south and 40.00 feet west of said northeast corner of the NE1/4-SE1/4; thence South 89 degrees 43 minutes 37 seconds East 7.00 feet to said west line of the East 33.00 feet of the NE1/4-SE1/4 to a point 284.80 feet south and 33.00 feet west of said northeast corner of the NE1/4-SE1/4; thence North 00 degrees 16 minutes 23 seconds East 284.70 feet along said west line of the East 33.00 feet of the NE1/4-SE1/4 to the point of beginning.

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2016, by the City of Baxter ("City") and John T. Tanner and Rhonda Baptiste Tanner, husband and wife ("Owner").

WITNESSETH,

WHEREAS, Owner owns the parcel along Dellwood Drive as depicted in the Sketch and Description prepared by WSN attached hereto as Exhibit A; and

WHEREAS, the City needs to acquire the parcel depicted on said survey in order to complete improvements to Dellwood Drive; and

WHEREAS, Owner is willing to deed said to the City as long as the City vacates the 16,711 square foot parcel as depicted on the Sketch and Description attached hereto as Exhibit B.

NOW, THEREFORE, IT IS HEREBY AGREED:

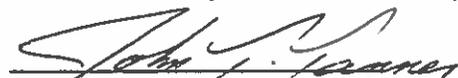
Owner shall execute the Deed to the City as set forth in Exhibit C. The City shall at its expense and before July 1, 2016, vacate the tract depicted in Exhibit B as set forth in the draft resolution attached hereto as Exhibit D.

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

CITY OF BAXTER

By _____
Its Mayor

By _____
Its Assistant City Administrator/City Clerk


John T. Tanner


Rhonda Baptiste Tanner

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-081**

RESOLUTION VACATING PROPERTY AND DEED TO MNDOT

WHEREAS, due and proper published and posted and mailed notice of public hearing has been given by the City as required by law; and

WHEREAS, after a public hearing held on this date, the City Council finds that it is in the public interest to vacate and turnback property.

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

The attached WSN Sketch and Description depicted Tracts A, B and C all as legally described on Exhibit A.

Baxter hereby resolves to turnback and quit claim Tract C to MNDOT as depicted on Exhibit B.

Baxter hereby resolves to vacate Tracts A and B and prepare deeds between Mau and Positive, to clarify ownership of said tract after vacation as set forth in Exhibit C.

Baxter hereby resolves to vacate Tract D (Tanner Parcel) as described on Exhibit D.

Dated at Baxter, Minnesota, this ____ day of _____, 2016.

CITY OF BAXTER, MINNESOTA

By _____
Its Mayor

ATTEST:

City Clerk

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

I, THE UNDERSIGNED, being the duly qualified City Clerk of the City of Baxter, Minnesota, hereby certify that I have carefully compared the foregoing RESOLUTION VACATING PROPERTY, which is found in the minutes of the City of

Baxter dated _____, 2016, and the same is a full, true and complete copy of said Resolution as found in the City files.

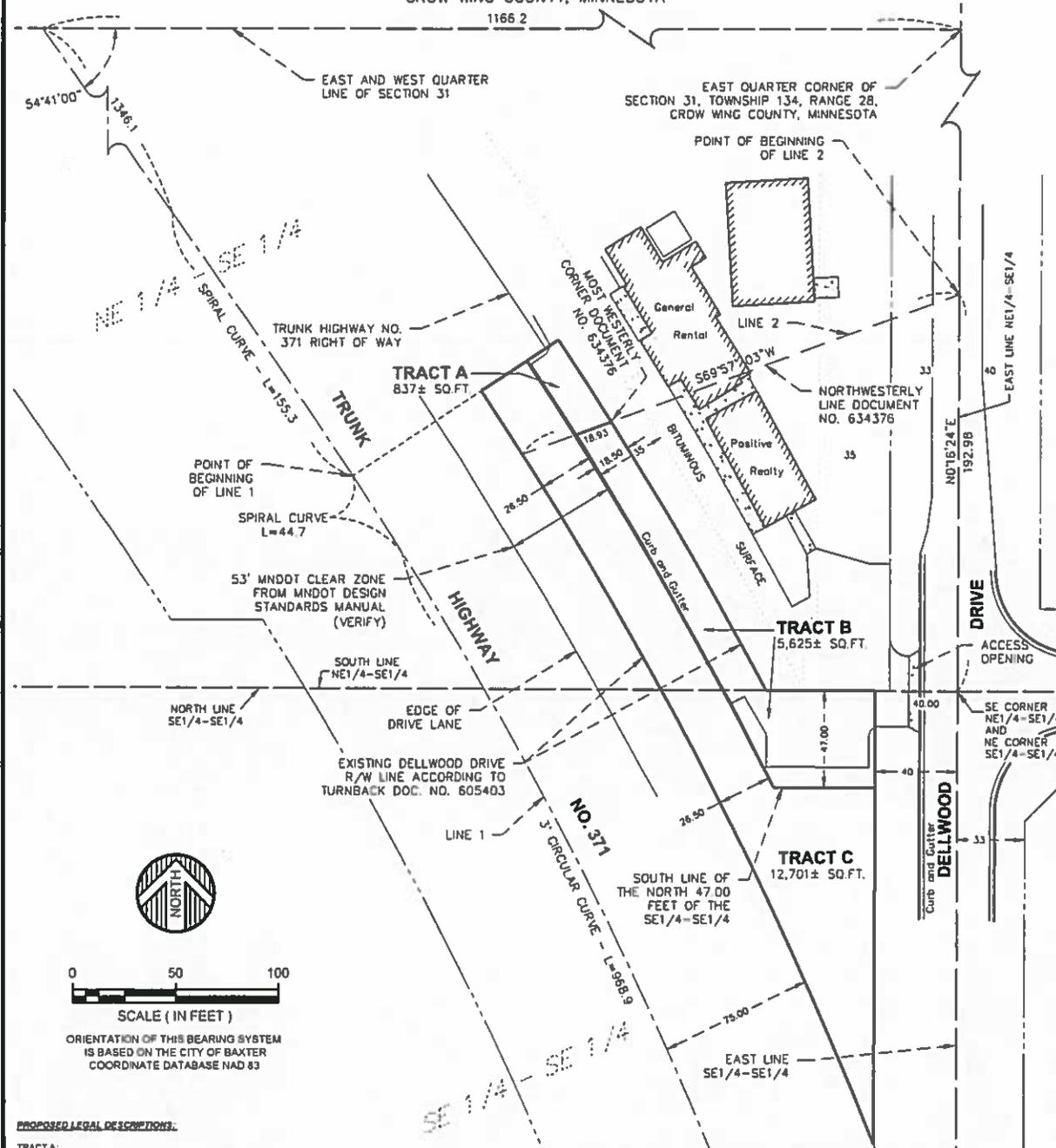
WITNESS my hand officially as such Clerk this ____ day of _____, 2016.

City Clerk, City of Baxter

Subscribed and sworn to before me
This ____ day of _____, 2016.

SKETCH AND DESCRIPTION

PART OF THE SOUTHEAST QUARTER,
SECTION 31, TOWNSHIP 134, RANGE 28,
CROW WING COUNTY, MINNESOTA



PROPOSED LEGAL DESCRIPTIONS:

TRACT A:
That part of the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4), Section 31, Township 134, Range 28, Crow Wing County, Minnesota, which lies between two lines run parallel with and distant 101.50 feet and 120.00 feet northeasterly of Line 1 described as follows: From a point on the east and west quarter line of said Section 31, distant 1168.2 feet west of the east quarter corner thereof, run southeasterly at an angle of 54 degrees 41 minutes 00 seconds from said east and west quarter line (measured from east to south) for 1346.1 feet to tangent spiral point, thence deflect to the right on a spiral curve of decreasing radius (having a spiral angle of 03 degrees 00 minutes 00 seconds and a length of 200 feet) for 153.3 feet to the point of beginning of the line to be described, thence continue southeasterly along said spiral curve for 44.7 feet to spiral circular point, thence deflect to the right on a 03 degree 00 minute 00 second circular curve (delta angle 29 degrees 04 minutes 00 seconds) for 968.9 feet to circular spiral point and there terminating; and which lies northerly of Line 2 described as follows: Commencing at the southeast corner of said NE1/4-SE1/4, thence North 00 degree 16 minutes 24 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83, 192.98 feet along the east line of said NE1/4-SE1/4 to the northwesterly line of Positive Realty and Investments tract according to Document No. 634376 on file in said Crow Wing County Recorder's Office, the point of beginning of the line to be described, thence South 69 degrees 57 minutes 03 seconds West along said northwesterly line of Positive Realty and Investments tract and its westerly extension to a line which runs parallel with and distant 75.00 feet northeasterly of said Line 1, the easterly right of way line of Trunk Highway No. 371, and said Line 2 there terminating.

TRACT B:
That part of the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4), Section 31, Township 134, Range 28, Crow Wing County, Minnesota, which lies between two lines run parallel with and distant 101.50 feet and 120.00 feet northeasterly of Line 1 described as follows: From a point on the east and west quarter line of said Section 31, distant 1168.2 feet west of the east quarter corner thereof, run southeasterly at an angle of 54 degrees 41 minutes 00 seconds from said east and west quarter line (measured from east to south) for 1346.1 feet to tangent spiral point, thence deflect to the right on a spiral curve of decreasing radius (having a spiral angle of 03 degrees 00 minutes 00 seconds and a length of 200 feet) for 153.3 feet to the point of beginning of the line to be described, thence continue southeasterly along said spiral curve for 44.7 feet to spiral circular point, thence deflect to the right on a 03 degree 00 minute 00 second circular curve (delta angle 29 degrees 04 minutes 00 seconds) for 968.9 feet to circular spiral point and there terminating; and which lies southerly of Line 2 described as follows: Commencing at the southeast corner of said NE1/4-SE1/4, thence North 00 degree 16 minutes 24 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83, 192.98 feet along the east line of said NE1/4-SE1/4 to the northwesterly line of Positive Realty and Investments tract according to Document No. 634376 on file in said Crow Wing County Recorder's Office, the point of beginning of the line to be described, thence South 69 degrees 57 minutes 03 seconds West along said northwesterly line of Positive Realty and Investments tract and its westerly extension to a line which runs parallel with and distant 75.00 feet northeasterly of said Line 1, the easterly right of way line of Trunk Highway No. 371, and said Line 2 there terminating.

TOGETHER WITH that part of the North 47.00 feet of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4), said Section 31, which lies northeasterly of said line which runs parallel with and distant 101.50 feet northeasterly of Line 1, except the East 40.00 feet thereof.

TRACT C:
That part of the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4) and that part of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4), both in Section 31, Township 134, Range 28, Crow Wing County, Minnesota, which lie between two lines run parallel with and distant 75.00 feet and 101.50 feet northeasterly of Line 1 described as follows: From a point on the east and west quarter line of said Section 31, distant 1168.2 feet west of the east quarter corner thereof, run southeasterly at an angle of 54 degrees 41 minutes 00 seconds from said east and west quarter line (measured from east to south) for 1346.1 feet to tangent spiral point, thence deflect to the right on a spiral curve of decreasing radius (having a spiral angle of 03 degrees 00 minutes 00 seconds and a length of 200 feet) for 153.3 feet to the point of beginning of the line to be described, thence continue southeasterly along said spiral curve for 44.7 feet to spiral circular point, thence deflect to the right on a 03 degree 00 minute 00 second circular curve (delta angle 29 degrees 04 minutes 00 seconds) for 968.9 feet to circular spiral point and there terminating.

TOGETHER WITH that part of said SE1/4-SE1/4 which lies northeasterly of said line which runs parallel with and distant 101.50 feet northeasterly of Line 1, except the North 47.00 feet thereof and except the East 40.00 feet thereof.

DATE	8-28-19	APPROVED BY:	BY:	PREPARED FOR:	CITY OF BAXTER
SCALE	AS SHOWN	APPROVED TRACTS A AND B AND ADDED TRACT C	RAJ	(I HEREBY CERTIFY THAT THIS SURVEY PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA)	
DRAWN BY	CMC				
CHECKED BY	CMC				
FILE NUMBER	10220274.001			CHAD W. ZIMMER	DATE: 10-12-2019 LAC NO. 41841

Exhibit A**TRACT A:**

That part of the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4), Section 31, Township 134, Range 28, Crow Wing County, Minnesota, which lies between two lines run parallel with and distant 101.50 feet and 120.00 feet northeasterly of Line 1 described as follows: From a point on the east and west quarter line of said Section 31, distant 1166.2 feet west of the east quarter corner thereof, run southeasterly at an angle of 54 degrees 41 minutes 00 seconds from said east and west quarter line (measured from east to south) for 1346.1 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (having a spiral angle of 03 degrees 00 minutes 00 seconds and a length of 200 feet) for 155.3 feet to the point of beginning of the line to be described; thence continue southeasterly along said spiral curve for 44.7 feet to spiral circular point; thence deflect to the right on a 03 degree 00 minute 00 second circular curve (delta angle 29 degrees 04 minutes 00 seconds) for 968.9 feet to circular spiral point and there terminating; and which lies northerly of Line 2 describes as follows: Commencing at the southeast corner of said NE1/4-SE1/4; thence North 00 degrees 16 minutes 24 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83, 192.98 feet along the east line of said NE1/4-SE1/4 to the northwesterly line of Positive Realty and Investments tract according to Document No. 634376 on file in said Crow Wing County Recorder's Office, the point of beginning of the line to be described; thence South 69 degrees 57 minutes 03 seconds West along said northwesterly line of Positive Realty and Investments tract and its westerly extension to a line which runs parallel with and distant 75.00 feet northeasterly of said Line 1, the easterly right of way line of Trunk Highway No. 371, and said Line 2 there terminating.

TRACT B:

That part of the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4), Section 31, Township 134, Range 28, Crow Wing County, Minnesota, which lies between two lines run parallel with and distant 101.50 feet and 120.00 feet northeasterly of Line 1 described as follows: From a point on the east and west quarter line of said Section 31, distant 1166.2 feet west of the east quarter corner thereof, run southeasterly at an angle of 54 degrees 41 minutes 00 seconds from said east and west quarter line (measured from east to south) for 1346.1 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (having a spiral angle of 03 degrees 00 minutes 00 seconds and a length of 200 feet) for 155.3 feet to the point of beginning of the line to be described; thence continue southeasterly along said spiral curve for 44.7 feet to spiral circular point; thence deflect to the right on a 03 degree 00 minute 00 second circular curve (delta angle 29 degrees 04 minutes 00 seconds) for 968.9 feet to circular spiral point and there terminating; and which lies southerly of Line 2 described as follows: Commencing at the southeast corner of said NE1/4-SE1/4; thence North 00 degrees 16 minutes 24 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83, 192.98 feet along the east line of said NE1/4-SE1/4 to the northwesterly line of Positive Realty and Investments tract according to Document No. 634376 on file in said Crow Wing County Recorder's Office, the point of beginning of the line to be described; thence South 69 degrees 57 minutes 03 seconds West along said northwesterly line of Positive Realty and Investments tract and its westerly extension to a line which runs parallel with and distant 75.00 feet northeasterly of said Line 1, the easterly right of way line of Trunk Highway No. 371, and said Line 2 there terminating;

TOGETHER WITH that part of the North 47.00 feet of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4), said Section 31, which lies northeasterly of said line which runs parallel with and 101.50 feet northeasterly of Line 1, except the East 40.00 feet thereof.

TRACT C:

That part of the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4) and that part of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4), both in Section 31, Township 134, Range 28, Crow Wing County, Minnesota, which lie between two lines run parallel with and distant 75.00 feet and 101.50 feet northeasterly of Line 1 described as follows: From a point on the east and west quarter line of said Section 31, distant 1166.2 feet west of the east quarter corner thereof, run southeasterly at an angle of 54 degrees 41 minutes 00 seconds from said east and west quarter line (measured from east to south) for 1346.1 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (having a spiral angle of 03 degrees 00 minutes 00 seconds and a length of 200 feet) for 155.3 feet to the point of beginning of the line to be described; thence continue southeasterly along said spiral curve for 44.7 feet to spiral circular point; thence deflect to the right on a 03 degree 00 minute 00 second circular curve (delta angle 29 degrees 04 minutes 00 seconds) for 968.9 feet to circular spiral point and there terminating;
 TOGETHER WITH that part of said SE1/4-SE1/4 which lies northeasterly of said line which runs parallel with and 101.50 feet northeasterly of Line 1, except the North 47.00 feet thereof and except the East 40.00 feet thereof.

TRACT D:

That part of the Northeast Quarter of Southeast Quarter (NE1/4-SE1/4), Section Thirty-two (31), Township One Hundred Thirty-four (134) Range Twenty-eight (28), Crow Wing County, Minnesota described as follows: Commencing at the northeast corner of said NE1/4-SE1/4; thence South 00 degrees 16 minutes 23 seconds West, bearing based on Crow Wing County Coordinate Database NAD 83, 284.80 feet along the east line of said NE1/4-SE1/4; thence North 89 degrees 43 minutes 37 seconds West 40.00 feet to the west line of the East 40.00 feet of said NE1/4-SE1/4, the point of beginning of the tract to be described; thence North 00 degrees 16 minutes 23 seconds East 262.67 feet along said west line of the East 40.00 feet of the NE1/4-SE1/4; thence North 44 degrees 49 minutes 05 seconds West 21.18 feet; thence North 89 degrees 54 minutes 33 seconds West 23.85 feet; thence northwesterly 69.11 feet along a tangential curve, concave to the northeast, having a central angle of 11 degrees 38 minutes 47 seconds, and a radius of 340.00 feet to the north line of said NE1/4-SE1/4; thence North 89 degrees 54 minutes 33 seconds West, not tangent to the last described curve, 74.99 feet along said north line of the NE1/4-SE1/4; thence southeasterly 347.97 feet along a nontangential curve, concave to the southwest, having a central angle of 59 degrees 51 minutes 12 seconds, a radius of 333.10 feet and the chord of said curve bears South 30 degrees 59 minutes 34 seconds East to the line that bears North 89 degrees 43 minutes 37 seconds West from the point of beginning; thence South 89 degrees 43 minutes 37 seconds East, not tangent to the last described curve, 10.00 feet to the point of beginning.

Exhibit B

Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Entity to Entity

eCRV number: N/A

DEED TAX DUE: \$ 1.65

DATE: _____, 2016

FOR VALUABLE CONSIDERATION, **City of Baxter, a municipal corporation, ("Grantor")**, hereby conveys and quit claims to **Minnesota Department of Transportation ("Grantee")**, real property in **Crow Wing County, Minnesota**, legally described as follows:

See Exhibit A attached hereto

Consideration for this transfer is less \$500.00.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor
CITY OF BAXTER

By _____
Darrel Olson, its Mayor

By _____
Kelly Steele, City Clerk/Asst. City Administrator

State of Minnesota, County of Crow Wing

This instrument was acknowledged before me on _____, 2016, by Darrel Olson and Kelly Steele, the Mayor and City Clerk/Asst. City Administrator of the City of Baxter, a municipal corporation, on behalf of the City, Grantor.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Brad Person
PO Box 472
Brainerd, MN 56401
218-828-1248

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
MNDOT/exempt

Exhibit A

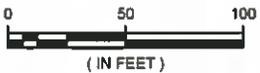
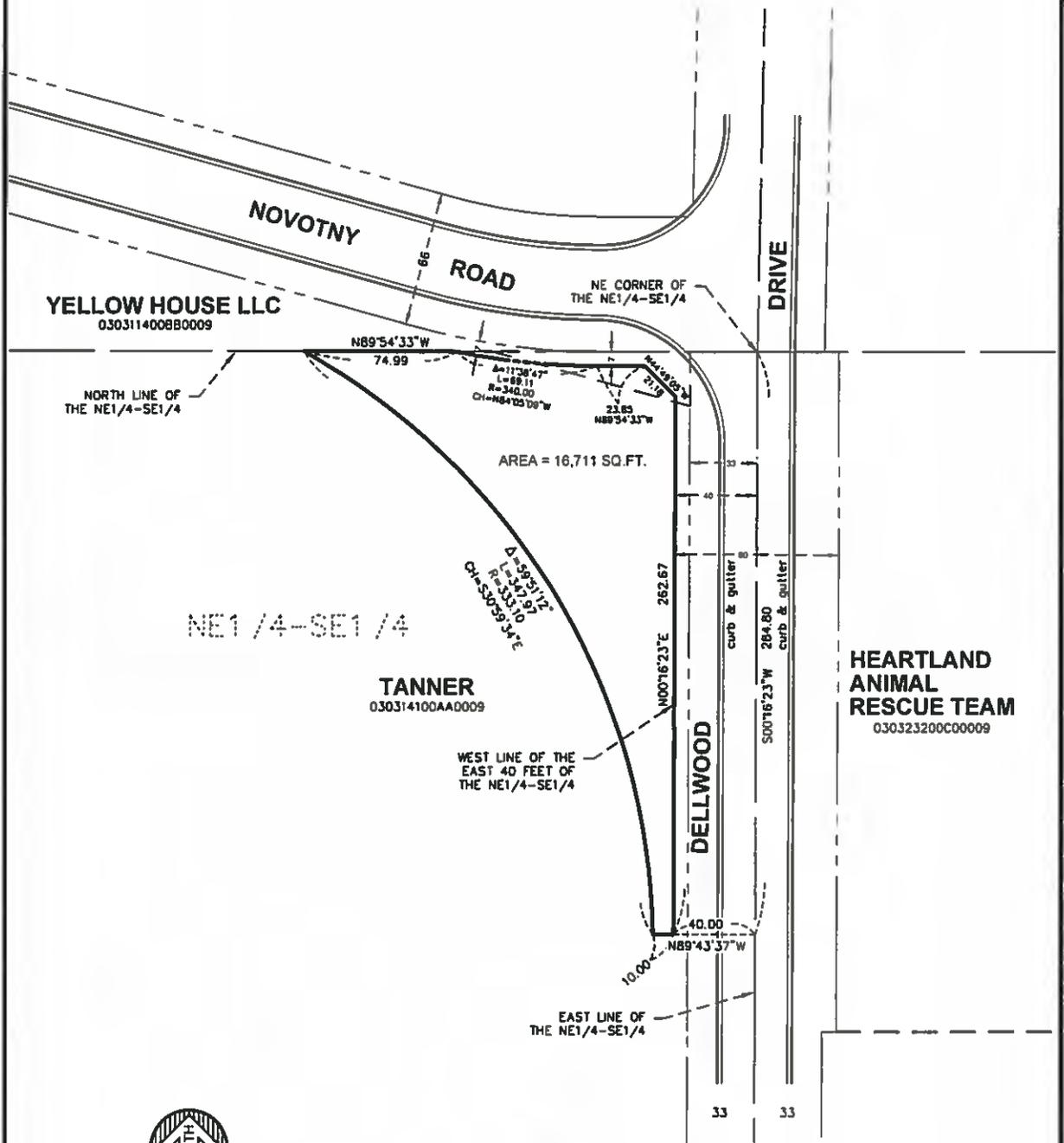
TRACT C:

That part of the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4) and that part of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4), both in Section 31, Township 134, Range 28, Crow Wing County, Minnesota, which lie between two lines run parallel with and distant 75.00 feet and 101.50 feet northeasterly of Line 1 described as follows: From a point on the east and west quarter line of said Section 31, distant 1166.2 feet west of the east quarter corner thereof, run southeasterly at an angle of 54 degrees 41 minutes 00 seconds from said east and west quarter line (measured from east to south) for 1346.1 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (having a spiral angle of 03 degrees 00 minutes 00 seconds and a length of 200 feet) for 155.3 feet to the point of beginning of the line to be described; thence continue southeasterly along said spiral curve for 44.7 feet to spiral circular point; thence deflect to the right on a 03 degree 00 minute 00 second circular curve (delta angle 29 degrees 04 minutes 00 seconds) for 968.9 feet to circular spiral point and there terminating; TOGETHER WITH that part of said SE1/4-SE1/4 which lies northeasterly of said line which runs parallel with and 101.50 feet northeasterly of Line 1, except the North 47.00 feet thereof and except the East 40.00 feet thereof.

Exhibit D

SKETCH AND DESCRIPTION

PART OF THE NE1/4-SE1/4,
SECTION 31, TOWNSHIP 134, RANGE 28,
CROW WING COUNTY, MINNESOTA



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON CROW WING COUNTY COORDINATE DATABASE NAD 83

PROPOSED LEGAL DESCRIPTION

That part of the Northeast Quarter of Southeast Quarter (NE1/4-SE1/4), Section Thirty-two (31), Township One Hundred Thirty-four (134) Range Twenty-eight (28), Crow Wing County, Minnesota described as follows. Commencing at the northeast corner of said NE1/4-SE1/4; thence South 00 degrees 16 minutes 23 seconds West, bearing based on Crow Wing County Coordinate Database NAD 83, 284.80 feet along the east line of said NE1/4-SE1/4; thence North 89 degrees 43 minutes 37 seconds West 40.00 feet to the west line of the East 40.00 feet of said NE1/4-SE1/4, the point of beginning of the tract to be described; thence North 00 degrees 16 minutes 23 seconds East 282.67 feet along said west line of the East 40.00 feet of the NE1/4-SE1/4; thence North 44 degrees 49 minutes 05 seconds West 21.18 feet; thence North 89 degrees 54 minutes 33 seconds West 23.85 feet; thence northwesterly 69.11 feet along a tangential curve, concave to the northeast, having a central angle of 11 degrees 38 minutes 47 seconds, and a radius of 340.00 feet to the north line of said NE1/4-SE1/4; thence North 89 degrees 54 minutes 33 seconds West, not tangent to the last described curve, 74.99 feet along said north line of the NE1/4-SE1/4; thence southeasterly 347.97 feet along a nontangential curve, concave to the southwest, having a central angle of 59 degrees 51 minutes 12 seconds, a radius of 333.10 feet and the chord of said curve bears South 30 degrees 59 minutes 34 seconds East to the line that bears North 89 degrees 43 minutes 37 seconds West from the point of beginning; thence South 89 degrees 43 minutes 37 seconds East, not tangent to the last described curve, 10.00 feet to the point of beginning.

DATE	3-25-16	DATE		AMENDMENT #		BY		PREPARED FOR:	CITY OF BARTER
SCALE	AS SHOWN							I HEREBY CERTIFY THAT THIS SURVEY PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DRAWN BY	CMC							CHART #	CONFER
CHECKED BY	CMC							DATE	
FILE NUMBER	10280274							LIC. NO.	4943



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

Exhibit C

Top 3 inches reserved for recording data)

**QUIT CLAIM DEED
Individuals to Entity**

eCRV number: N/A

DEED TAX DUE: \$ 1.65

DATE: _____, 2016

FOR VALUABLE CONSIDERATION, **Steven G. Mau and Maureen D. Mau, husband and wife**, ("Grantor"), hereby conveys and quit claims to **Positive Realty & Investments, Inc., a Minnesota corporation** ("Grantee"), real property in **Crow Wing County, Minnesota**, legally described as follows:

See Exhibit A attached hereto

Consideration for this transfer is less \$500.00.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Steven G. Mau

Maureen D. Mau

State of Minnesota, County of Crow Wing

This instrument was acknowledged before me on _____, 2016, by Steven G. Mau and Maureen D. Mau, husband and wife.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Brad Person
PO Box 472
Brainerd, MN 56401
218-828-1248

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
Positive Realty
12544 State Highway 371
Baxter, MN 56425

Exhibit A

TRACT B:

That part of the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4), Section 31, Township 134, Range 28, Crow Wing County, Minnesota, which lies between two lines run parallel with and distant 101.50 feet and 120.00 feet northeasterly of Line 1 described as follows: From a point on the east and west quarter line of said Section 31, distant 1166.2 feet west of the east quarter corner thereof, run southeasterly at an angle of 54 degrees 41 minutes 00 seconds from said east and west quarter line (measured from east to south) for 1346.1 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (having a spiral angle of 03 degrees 00 minutes 00 seconds and a length of 200 feet) for 155.3 feet to the point of beginning of the line to be described; thence continue southeasterly along said spiral curve for 44.7 feet to spiral circular point; thence deflect to the right on a 03 degree 00 minute 00 second circular curve (delta angle 29 degrees 04 minutes 00 seconds) for 968.9 feet to circular spiral point and there terminating; and which lies southerly of Line 2 described as follows: Commencing at the southeast corner of said NE1/4-SE1/4; thence North 00 degrees 16 minutes 24 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83, 192.98 feet along the east line of said NE1/4-SE1/4 to the northwesterly line of Positive Realty and Investments tract according to Document No. 634376 on file in said Crow Wing County Recorder's Office, the point of beginning of the line to be described; thence South 69 degrees 57 minutes 03 seconds West along said northwesterly line of Positive Realty and Investments tract and its westerly extension to a line which runs parallel with and distant 75.00 feet northeasterly of said Line 1, the easterly right of way line of Trunk Highway No. 371, and said Line 2 there terminating;

TOGETHER WITH that part of the North 47.00 feet of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4), said Section 31, which lies northeasterly of said line which runs parallel with and 101.50 feet northeasterly of Line 1, except the East 40.00 feet thereof.

Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Entity to Joint Tenants

eCRV number: N/A

DEED TAX DUE: \$ 1.65

DATE: _____, 2016

FOR VALUABLE CONSIDERATION, **Positive Realty & Investments, Inc.**, a Minnesota corporation, ("Grantor"), hereby conveys and quit claims to **Steven G. Mau and Maureen D. Mau**, husband and wife as joint tenant ("Grantee"), real property in Crow Wing County, Minnesota, legally described as follows:

See Exhibit A attached hereto

Consideration for this transfer is less \$500.00.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

POSITIVE REALTY & INVESTMENTS, INC.

By _____

Jack Antolak, its President

State of Minnesota, County of Crow Wing

This instrument was acknowledged before me on _____, 2016, by Jack Antolak the President of Positive Realty & Investments, Inc., a Minnesota corporation, on behalf of the corporation.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Brad Person
PO Box 472
Brainerd, MN 56401
218-828-1248

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
Steve Mau
12548 State Highway 371
Baxter, MN 56425

Exhibit A

Tract A

That part of the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4), Section 31, Township 134, Range 28, Crow Wing County, Minnesota, which lies between two lines run parallel with and distant 101.50 feet and 120.00 feet northeasterly of Line 1 described as follows: From a point on the east and west quarter line of said Section 31, distant 1166.2 feet west of the east quarter corner thereof, run southeasterly at an angle of 54 degrees 41 minutes 00 seconds from said east and west quarter line (measured from east to south) for 1346.1 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (having a spiral angle of 03 degrees 00 minutes 00 seconds and a length of 200 feet) for 155.3 feet to the point of beginning of the line to be described; thence continue southeasterly along said spiral curve for 44.7 feet to spiral circular point; thence deflect to the right on a 03 degree 00 minute 00 second circular curve (delta angle 29 degrees 04 minutes 00 seconds) for 968.9 feet to circular spiral point and there terminating; and which lies northerly of Line 2 describes as follows: Commencing at the southeast corner of said NE1/4-SE1/4; thence North 00 degrees 16 minutes 24 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83, 192.98 feet along the east line of said NE1/4-SE1/4 to the northwesterly line of Positive Realty and Investments tract according to Document No. 634376 on file in said Crow Wing County Recorder's Office, the point of beginning of the line to be described; thence South 69 degrees 57 minutes 03 seconds West along said northwesterly line of Positive Realty and Investments tract and its westerly extension to a line which runs parallel with and distant 75.00 feet northeasterly of said Line 1, the easterly right of way line of Trunk Highway No. 371, and said Line 2 there terminating.

NOTICE OF COMPLETION

TO: CROW WING AUDITOR AND RECORDER:

PLEASE TAKE NOTICE that the City of Baxter, Crow Wing County, Minnesota, has on the __ day of _____, 2016, passed a resolution vacating the following described real estate pursuant to the provisions of Minnesota Statutes Section 412.851, and that said vacation proceedings are fully completed.

See Tracts A,B and D on Exhibit A.

This motion passed unanimously. A certified copy of said resolution is attached hereto and incorporated herein by reference.

Dated at Baxter, Minnesota, this ____ day of _____, 2016.

CITY OF BAXTER, MINNESOTA

By _____
City Clerk

STATE OF MINNESOTA)
)ss
COUNTY OF CROW WING)

On this __ day of _____, 2016, before me, a Notary Public within and for said County and State, personally appeared Kelly Steele, to me known to be the same

person described in and who executed the foregoing instrument, and acknowledged that he executed the same as City Clerk on behalf of the City of Baxter.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

J. Brad Person

BREEN & PERSON, LTD.

P. O. Box 472

Brainerd, MN 56401

Telephone: (218) 828-1248

UTILITIES COMMISSION
September 7, 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, Dave Franzen, Doug Wolf, Chairman Rock Yliniemi and Council Liaison Mark Cross.

MEMBERS ABSENT: Commissioner Shawn Crochet.

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

OTHERS PRESENT: Mills Representative Attorney Gary Eidson, WSN Consulting Engineer Aric Welch, WSN Surveyor Chad Connor, SEH Consulting Engineer Scott Hedlund, WSB Consulting Engineer Chuck Rickart and Bolton & Menk Consulting Engineer Mike Rardin.

APPROVAL OF MINUTES

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to approve the Utilities Commission minutes of August 3, 2016. Motion carried unanimously.

MILLS FLEET FARM PLAT

Public Works Director/City Engineer Walter reviewed the Mills Fleet Farm Plat. The plat is before the commission for discussion due to the sale of Mills Fleet Farm stores to KKR. There are no changes to the existing layout of the water, sanitary sewer, storm sewer, parking lot or street access.

The commission held an extensive discussion on future right-of-way requirements and needs on Excelsior Road, Golf Course Drive, Dellwood Drive and Design Drive. Several commissioners expressed concern over causing an additional non-conformity in the future by requiring additional right-of-way on Excelsior Road, which would impact the parking to the south side of the existing parking area along Excelsior Road and cause issue with the parking in front of the south services bays of the garage.

Public Works Director/City Engineer Walter reminded the commission that City Subdivision Ordinance 11-4-2 states that in the sole discretion of the city, a reduction in right-of-way may be granted if the proposed development abuts existing development with less right-of-way or if it is a replat of a previously platted development. This is sometimes the only chance the City has to get additional right-of-way and the City may never need to use the dedicated right-of-way but it is there if needed in the future. The existing development on the south side of Excelsior Road has already been plated with 40 feet of right of way.

The commission felt that because of previous plats and existing development on Design Drive and Dellwood Drive and the fact that the right-of-way is already 66 feet that no additional right-of-way was needed on Design Drive or Dellwood Drive.

The commission felt that additional right-of-way may be needed on Golf Course Drive for possible future multi-modal trails and/or sidewalks, possible turn lane expansion of the curb and gutter and future area needed for additional private utilities.

The commission discussed the existing storm sewer piping that runs through the Mills Fleet Farm building would need to have an easement granted on the plat and should require a more detail maintenance agreement between Mills Properties, KKR and the City of Baxter for access, inspection and maintenance needs for the future.

Council Liaison Cross commented that if the Excelsior Road parking lot was up to code there would be a 10-foot setback to the parking lot. That row of parking has been non-conforming for quite some time. The whole parking lot and landscaping is non-conforming. Mr. Mills was the first one that stepped up and put in the required landscaping as per the first landscape ordinance the City had in place. Before the landscaping the site the bituminous parking lot went all the way to the street curbs on the two front sides.

Commissioner Christofferson stated it would be in the best interest of the City to take the 7-foot now on Excelsior Road and the City may never use it but it would remain being used by Mills Fleet Farm as it currently exists. The variance and limited use agreement allows the property owner to use it until the City has future needs.

WSN Surveyor Connor noted that the easements would be necessary on the fire hydrants and water main looping within the plated area. Public Works Director/City Engineer Walter stated a 20-foot utility easement would be needed.

SEH Engineer Hedlund noted that a narrower easement footage may be necessary on Golf Course Drive on the north end since private utility easements shouldn't be placed under existing structures. Public Works Director/City Engineer Walter stated that a 3-foot utility easement on a part of Golf Course Drive therefore the plat will need to call out all easements on each corridor and not just use the standard utility easement insert.

This will be a formal application at the October 7, 2016 utilities commission meeting.

15532 DELLWOOD DRIVE & 15494 DELLWOOD DRIVE TURN LANE APPROACH REVIEW REQUEST

Public Works Director/City Engineer Walter reviewed the request from the business and residential homeowner regarding the bypass lane on Dellwood Drive. WSB Traffic Engineer Chuck Rickart was asked to review the situation and make any recommendations of any safety improvements if needed.

WSB Consulting Engineer Rickart reviewed the concern with the operation of the by-pass lane in conjunction with the two driveways located within the by-pass lane. Based on these concerns

he reviewed the current design and has developed the following conclusions and possible recommendations to improve safety:

- The current signing and stripping was designed and installed based on MnDOT State Aid standards.
- The two driveways were designed based on current City standards.
- Traffic turning right into the driveways is slowing down in the by-pass lane. This may be unexpected for a thru vehicle on Dellwood Drive by-passing a left turning vehicle at the Novotny Road intersection.
- A short term solution would be to convert the existing “By-Pass Lane” sign with a new “By-Pass & Turn Lane” sign. No other stripping changes would be necessary.

If the short term solution does not provide improved safety there are three other possible solutions that could be considered. These improvements would require physical changes to the roadway:

- Increase the radii at the driveways to provide a more efficient right turn into the sites.
- Develop a right turn lane for each site from the by-pass lane.
- Restripe and widen the northbound approach with a left turn lane and a thru/right turn lane.

Council Liaison Cross suggested installing the new sign and adding orange flags on the top of the sign post for a few months to draw attention to the new signage.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council direct staff to remove the existing Bypass Lane sign for northbound traffic located south of the intersection on Dellwood Drive and Novotny Road and replace with “Right Turn Lane & Bypass” sign with the addition of orange flagging over the top of the new signage. Motion carried unanimously.

DSG FIXED NETWORK WATER METER REPLACEMENT PROJECT PARTIAL PAY ESTIMATE NO. 1

Public Works Director/City Engineer Walter reviewed DSG Partial Pay Estimate No. 1 for the 2016 Fixed Network Water Meter Replacement Project with the commission. Public Works Director/City Engineer Walter had no concerns with Partial Pay Estimate No. 1 and recommends approval.

Commissioner Christofferson inquired how many meters have been installed at this time. Public Works Director/City Engineer Walter stated approximately half have been installed or 1,500

meters and 92 – 98% are communicating on a daily basis. There is currently an issue with one repeater and one collector that should be resolved by the end of next week.

MOTION by Commissioner Franzen, seconded by Commissioner Wolf to recommend City Council approve the DSG Partial Pay Estimate No. 1 in the amount of \$619,940.43 for the 2016 Fixed Network Water Meter Replacement Project. Motion carried unanimously.

2015 MILL AND OVERLAY PROJECT UPDATE

SEH Consulting Engineer Hedlund stated he is currently working on the remaining punch list items and the commission should have the final pay estimate at the October 7, 2016 Utilities Commission meeting.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT UPDATE

SEH Consulting Engineer Hedlund reviewed the status of the various work tasks on the project.

Permits

- The necessary wetland permits have been secured.
- The necessary Mn/DOT 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.
 1. One of the two has given verbal approval.
- Beyond the easements above, 2 additional easements combined with maintenance agreements have been submitted to the school district for approval 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 awarded the project to Anderson Brothers Construction on June 7, 2016.

Assessment Hearing

- The assessment hearing occurred on Thursday, June 2, 2016 and were adopted by the City Council on June 7, 2016.

Construction

- The preconstruction conference (for the Contractor, Private Utility Companies, City Staff, and SEH) was held June 9th at 9am at City Hall.
- The preconstruction neighborhood meeting was held on June 15th at 6pm at City Hall.

- Construction started June 13th.
- **With the exception of completing fencing at the gas station pond, a small amount of turf restoration, and some miscellaneous punch list items, the project construction is complete.**
- **The final walk through with the City, SEH, and Contractor is planned for September 8, 2016.**

Private Utility Work

- **With the exception of CTC reinstalling some vault location marker signs, the private utility work in the corridor is complete.**

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 presented at the Assessment Hearing is \$1.3M.
- **Total final costs are still being calculated and reviewed, but it appears it will be close to the \$1.3M.**

Consultant budget:

- **There is a fee amendment request planned for Utilities Commission and City Council approval in September to cover additional construction observation hours beyond the total assumed in the contract. The additional hours are attributed to private utility coordination and observation and the intensity of coverage needed for the City's contractor, both higher than anticipated.**

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT CHANGE ORDER NO. 1

SEH Consulting Engineer Hedlund reviewed Change Order No. 1 with the commission for the 2016 Fairview Road Improvements Project. SEH Consulting Engineer Hedlund had no concerns with Change Order No. 1 and recommends approval. The change order included the following item:

- Replace the specified riprap with tied concrete block mat (Flexamat) at the culvert ends under the T.H. 210 access drive by the gas station and the culvert discharge culvert at the pond behind the gas station, and add it at the culvert discharge end on the west side of Memorywood Drive between T.H. 210 and Fairview Road for long term erosion control and maintenance purposes.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Change Order No.1 in the increased amount of \$9,799.20 for the 2016 Fairview Road Improvements Project. Motion carried unanimously.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO.

SEH Consulting Engineer Hedlund reviewed Partial Pay Estimate No. 3 for the 2016 Fairview Road Improvements Project with the commission. SEH Consulting Engineer Hedlund had no concerns with Partial Pay Estimate No. 3 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 3 in the amount of \$470,068.12 for the 2016 Fairview Road Improvements Project. Motion carried unanimously.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT CONSTRUCTION SERVICES FEE INCREASE REQUEST

SEH Consulting Engineer Hedlund explained the estimated construction observation hours have overrun, primarily due to private utility relocation work and the intensity of coverage needed to cover longer contractor work hours, both being higher than anticipated.

Construction observation for private utilities started prior to and independently of the Anderson Brothers Construction start date. Construction observation of Anderson Brothers Construction contract work was estimated at 40 hours per week for 11 weeks, but the projected average weekly for the necessary coverage was 50 hours per week. SEH staff had been requested by the City to be on-site for these hours.

Public Works Director/City Engineer Walter stated it was a very complicated project and the removal of an existing abandoned asbestos covered steel gas pipe needed to have a full time inspector on site during this process because of compaction issues under the street and contamination of the class 5 base material. The change in the construction cost was not caused by the City of Baxter or the Project Engineer.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the SEH Construction Services Fee Increase Request in the not to exceed amount of \$20,272.00 for the 2016 Fairview Road Improvements Project. Motion carried unanimously.

2018 CYPRESS DRIVE IMPROVEMENTS PROJECT FROM COLLEGE ROAD TO EXCELSIOR ROAD MEMORANDUM

SEH Consulting Engineer Hedlund entered the following 2018 Cypress Drive Improvements Project from College Road to Excelsior Road memorandum into the record:

In order to keep the project on schedule for construction in 2018, design, environmental, and railroad agreement work needs to resume immediately on this project. The City has \$677,509 in secured Federal Funds programmed for 2018. If the project is not constructed in 2018, \$195,185 of the total will be lost and the other \$482,324 may be lost, per recent discussions with MNDOT. At the September 2016 Utilities Commission and City Council meetings, SEH will be requesting approval to proceed with this work. The attached preliminary project delivery schedule outlines the various work tasks necessary to deliver the project. The tasks are time sensitive, time specific, and have sequencing interdependencies.

Over the last couple of years, design has been put on hold while SEH and the City negotiated with BNSF, with assistance from the MNDOT Railroad office, to obtain consent to create a new highway/railroad at grade crossing at Cypress Drive. Letters in 2015 between the City and BNSF document consensus was reached. Then in December 2015 the City submitted an updated final application to the MNDOT Rail Office requesting a formal MNDOT Order for the new crossing. The expectation was the Order would get issued by early 2016.

Unfortunately, current MNDOT legal officials are unwilling to process the Order until there is an executed written agreement between the City and BNSF, such as a formal BNSF Construction and Maintenance Agreement (CMA). SEH prepared a draft City/BNSF agreement that City staff had an attorney review and finalize, and then sent to BNSF in April 2016 for their consideration and approval. Unfortunately, there has been no valuable movement on BNSF's part to process the City prepared agreement.

In the attached 8/30/16 email, BNSF advised they prefer to move into the process of executing a formal BNSF Construction and Maintenance Agreement (CMA). The CMA process requires detailed design and right of way information for the Cypress Drive corridor across BNSF property including construction requirements, cost splits, and environmental considerations.

Finalizing the preliminary design and completing Environmental Site Assessments are necessary to execute the CMA, as well as for completing Federal Funding environmental review so right of way acquisition can commence - hence the urgency to resume work immediately.

2018 CYPRESS DRIVE IMPROVEMENTS PROJECT FROM COLLEGE ROAD TO EXCELSIOR ROAD AGREEMENT FOR PROFESSIONAL SERVICES

SEH Consulting Engineer Hedlund reviewed the SEH Agreement for Professional Services for the 2018 Cypress Drive Improvements Project.

Public Works Director/City Engineer Walter reminded the commission of the RFP (Request for Proposals) Policy for professional contracts that exceeds \$15,000.00 dollars. The policy does allow for a deviation in RFP requirements if the City Council believes it is in the best interests of the City. The policy states as follows:

"This policy is intended to provide a guideline to the Council and staff. The Council retains the discretion to competitively bid professional services if it so chooses, and may deviate from the schedule and thresholds established within this policy for issuing RFPs when determined to be in the best interest of the City."

Public Works Director/City Engineer Walter would like to keep the continuity of the lead project consultant since Mr. Hedlund is very familiar with the project. The City has been very satisfied with the quality of work completed to date.

Commission felt that starting over with possibly another project consultant may not be in the best interests of the City. The Commission also agreed that with the long project history, which started back in 2004 and 2005, and with so many different contacts it would be difficult to switch engineering firms at this time and start over. The commission asked the Public Works

Director/City Engineer Walter if the City has been satisfied with the quality of work supplied by SEH to date on the project. Public Works Director/City Engineer Walter stated there has been no issues with SEH work to date on the project.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the SEH Agreement for Professional Services in the not to exceed amount of \$237,407.00 for the 2018 Cypress Drive Improvements Project from College Road to Excelsior Road. Motion carried unanimously.

2016 CITY OF BAXTER CHIP SEALING PROJECT UPDATE

Bolton & Menk Consulting Engineer Rardin reviewed the project update.

Work Progress – Fifth Update

Street and trail sealcoat work has been completed as follows:

Item	Start Date	Completion Date
Initial completion date provided for in the contract	7/5/16 (10 day window)	8/15/16
Startup meeting	8/8/16	8/8/16
Sealcoating	8/8/16	8/9/16
Sweeping	8/9/16	8/17/16
Fog seal	8/10/16	8/17/16
Interim pavement markings	na	na
Final completion date provided for in the contract		8/26/16
Permanent pavement markings	8/22/16	8/23/16
Final cleanup / punch list items	8/16/16	8/26/16

As can be seen above, the contractor completed the initial contract items (seal coat, fog seal, and interim pavement markings) within the 10 day window allowed for on August 17th two days after the contract completion date of August 15, 2016. In fairness to the contractor, the fog seal work could have been completed on Thursday, August 11th but for rain every work day from the 10th to the 17th.

Rain occurred daily beginning Wednesday, August 10th, thru Tuesday, August 16th limiting fog seal construction every day. On the 10th, intense rain caused road runoff to stain several concrete paved driveways. It does not appear the chip seals or fog seals were damaged by any of these rains.

An initial punch list was developed and provided to the contractor on August 19th. The contractor informed BMI on August 26th that all punch list items had been addressed. A final review of the completed work is currently underway.

A partial estimate for work completed thru Monday, August 15th, was processed by Crow Wing County on August 16, 2016. Final contract quantities and costs are currently being compiled and reviewed.

Project Schedule and Completion

The following schedule and completion requirements were incorporated into this project:

1. 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.
2. All construction operations are to be completed no later than August 26, 2016.

Engineering Costs

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.

Construction Observation Service costs accrued through August 26th has been calculated to be \$10,997.50.

Public Works Director/City Engineer Walter stated the City's 2017 chip sealing project is significantly larger and requested information from Bolton & Menk Consulting Engineer Rardin on the City bidding the chip sealing project directly next year to the October 7, 2016 Utilities Commission meeting. If the City bid directly the City would end up with the prime contractor and not a subcontractor through the County's prime contractor and thus not pay the prime contractor mark up on the project.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT UPDATE

Bolton & Menk Consulting Engineer Rardin reviewed the project update.

Work Progress – Fifth Update

Work started on the project on Monday, July 25th.

Construction work done the last week of July 25th consisted of installation of traffic controls, assessment of City utilities (gate valves, curb stops, etc.), installation and operation of a dewatering system, removal of pavement in the reconstruction area, topsoil stripping in the reconstruction area, implementation of erosion control activities (SWPPP), and location of various underground utilities with relocation planning.

During August the contractor installed the storm sewer in the reconstruction area (Universal Drive to Links Lane) - storm sewer installation is now complete other than for installation of castings for manholes and catch basins. Street grading at Universal Road going north was started the last week of August. Utility relocations are nearly complete in the reconstruction area.

Three unanticipated watermain conflicts were encountered and dealt with during the installation of the storm sewer. These changes have been incorporated into Change Order No. 1 to be presented to the Commission on September 7th. Contract changes have been summarized in the “Cost” section below.

Project Schedule

Based on the contractor’s proposed schedule (attached), construction is estimated to take just over ten weeks with a projected completion date of October 5th. Based on the contractor’s proposed schedule, the following is a brief summary of future construction activities:

July - traffic controls, removals, and dewatering in the reconstruction area

August - street (grading) and storm sewer construction in the reconstruction area

September - reclamation, curb and gutter replacement / construction, aggregate and bituminous base construction, and turf establishment in both the reconstruction and reclamation areas

October - bituminous wear course construction in both the reconstruction and reclamation areas

The contractor appears to be on or just slightly behind the schedule they proposed for this project. No schedule concerns are noted at this time.

Completion Dates

The contract calls for substantial completion by September 30th with final completion by October 14th. The contractor has requested an extension of the substantial completion date to October 7th to allow turf establishment construction to occur prior to wear course paving. This phasing and completion date request appears acceptable and has been incorporated into Change Order No. 1 to be presented to the Commission on September 7th.

Costs

Construction costs have increased approximately \$12,950 due to the following:

Item	Reason	Cost
Biorolls	Erosion Control @ Johnson Center	\$3,617.64
Rip Rap	Sediment Control @ dewatering outlet	\$381.15
Watermain Removal	Removal of existing disconnected watermain stub @ Universal Road intersection.	\$1,693.40
Watermain Lowering	Provide proper separation between storm sewer and watermain crossing that runs between Office Max and Target.	\$4,192.35
Watermain Lowering	Provide proper separation between storm sewer and watermain crossing that runs north of Target.	\$3,062.80

All of the above changes were either requested or found to be acceptable to City staff and the Project Engineer. These changes and costs have been incorporated into Change Order No. 1 which is to be presented separately to the Commission on September 7th.

A 5% contingency in the amount of \$54,505 has been allowed for in the overall project budget.

The City should be aware that the work associated with the possible sewer relocations has resulted in extra engineering 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 3rd. An amendment to the agreement based on those discussions will be provided for approval in the future.

Other engineering services for the project have been continuing as agreed to according to the existing "Not to Exceed" contract.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT CHANGE ORDER NO. 1

Bolton & Menk Consulting Engineer Rardin reviewed Change Order No. 1 for the 2016 Golf Course Drive Improvements Project with the commission. Bolton & Menk Consulting Engineer Rardin had no concerns with Change Order No. 1 and recommends approval. The change order included the following items:

- Change in contract time.
- Addition of erosion control items.
- Additional cost associated with addressing watermain conflicts.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Change Order No. 1 in the increased amount of \$12,947.34 for the 2016 Golf Course Drive Improvements Project. Motion carried unanimously.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 1

Bolton & Menk Consulting Engineer Rardin reviewed Partial Pay Estimate No. 1 for the 2016 Golf Course Drive Improvements Project with the commission. Bolton & Menk Consulting Engineer Rardin had no concerns with Partial Pay Estimate No. 1 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 1 in the amount of \$422,941.94 for the 2016 Golf Course Drive Improvements Project. Motion carried unanimously.

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

WSN Consulting Engineer Welch reviewed the project update.

Summary of Work Completed Since Last Update

Week of Aug 1st: Installed storm sewer pipe and structures and poured curb on Maplewood Drive. Grading work on College Road.

- Week of Aug 8th: Milling, bituminous patching and ditch work in residential project areas.
- Week of Aug 15th: Bituminous patch work, ditching and paving in residential project areas.
- Week of Aug 22nd: Bituminous paving in residential project area. Concrete work on College Road.
- Week of Aug 29th: Bituminous patching and cleanup. Cemetery paving.

Project Schedule

- Week of Sept 5th: Shouldering, turf restoration, pavement markings and signage. All work required to reach substantial completion is scheduled to be completed by Friday, September 9th.

Changes

See Project Update dated August 11, 2016 and Change Order No. 2. We have no concerns with Change Order No. 2 and recommend approval.

Pay Estimate

The project is approximately 92% complete. To total earned to date is \$741,585.09. Retainage is \$37,092.90 or 5% of the amount earned. Total due this pay estimate is \$528,112.29. We have no concerns with Pay Estimate No. 2 and recommend approval.

2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT CHANGE ORDER NO. 2

WSN Consulting Engineer Welch reviewed Change Order No. 2 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. WSN Consulting Engineer Welch had no concerns with Change Order No. 2 and recommends approval. The change order included the following item:

- Time extension request due to additional work.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Tri-City Paving Change Order No. 2 for a time extension request for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. Motion carried unanimously.

2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT PARTIAL PAY ESTIMATE NO. 2

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 2 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project with the commission. WSN Consulting Engineer Welch had no concerns with Partial Pay Estimate No. 2 and recommends approval.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the Tri-City Paving Partial Pay Estimate No. 2 in the amount of

\$528,112.29 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. Motion carried unanimously.

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

WSN Consulting Engineer Welch reviewed the project update.

Work Completed Since Last Update

No work was completed since the last update.

Project Schedule

Address warranty items as needed.

One roadway easement remains to be signed. All the necessary documents have been supplied to the property owner. We have tried numerous times over the summer to contact the property owner but we have received no response to our phone calls and emails.

The vacation hearing to complete the Positive Realty, Mau and Tanner property has scheduled for October 4, 2016.

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

Changes

We have completed our review of the Contractor's change order request. Our review and recommendation along with the change order have been sent to the Contractor. The Contractor has not commented on our recommendation.

Potential Law Suit

We are not aware of any resolution to the potential law suit between the Contractor and sub-contractor regarding the directional drilled pipe between Novotny Road and Audubon Way.

2015 DELLWOOD DRIVE AND NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS CHANGE ORDER NO. 4.

WSN Consulting Engineer Welch reviewed Change Order No. 4 for the 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project.

Item No. 12 was a request for additional work done around utilities on Dellwood Drive. The contractor had additional time for digging around relocated facilities and old facilities that were not abandoned. WSN Consulting Engineer Welch had requested detailed records and pictures but none have been submitted at this time.

WSN has no records of the Contractor bringing this issue up during the installation of sanitary sewer, water or storm sewer pipe construction on Dellwood Drive or Novotny Road. The issue was also not discussed at the weekly construction meetings. The general condition 12.01.B

requires claims to be submitted within 30-days of the event resulting in the claim. There was no claim, written or verbal, delivered to the Owner or Engineer within the specified time frame.

WSN Consulting Engineer Welch informed the commission that he has not received a signed change order from the contractor. Public Works Director/City Engineer requested tabling this matter to allow the contractor time to respond and sign the change order.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to table the R.L. Larson Excavating Change Order No. 4 for the 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project until the October 17, 2016 Utilities Commission meeting. Motion carried unanimously.

2015 DELLWOOD DRIVE AND NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PARTIAL PAY ESTIMATE NO. 7

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 7 for the 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project with the commission.

Public Works Director/City Engineer Walter requested tabling this matter since there was no signed pay estimate or change order therefore the contractor is not in agreement with the amount of the pay estimate.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to table the R.L. Larson Excavating Partial Pay Estimate No. 7 for the 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project until the October 17, 2016 Utilities Commission meeting. Motion carried unanimously.

LIFT STATION NO. 8 RECONSTRUCTION PROJECT UPDATE

WSN Consulting Engineer Welch reviewed the project update.

Summary of Work Completed Since Last Update

The Contractor has completed all work items including site work, turf restoration and tree planting. A final walkthrough of the project was completed and a punch list was issued on Monday, August 8, 2016. The punch list was checked on Friday, August 26, 2016. Most of the punch list items had been addressed; however, a handful of items remained and a revised punch list was issued.

Changes

Change Order No. 1 has been prepared to address the changes on the project. Items included in the change order include additional site work, Engineer's time to review corrective work action on concrete structures and additional topsoil and turf establishment. See Change Order No. 1 for additional detail.

LIFT STATION NO. 8 RECONSTRUCTION PROJECT CHANGE ORDER NO. 1

WSN Consulting Engineer Welch reviewed Change Order No. 1 for the Lift Station No. 8 Reconstruction Project. WSN Consulting Engineer Welch had no concerns with Change Order No. 1 and recommends approval.

The change order included the following items:

- Change in contract price for additional site work including grading and bituminous driveway improvement.

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to approve the DeChantal Excavating Change Order No. 1 for additional site work including graveling, grading and bituminous driveway in the increased amount of \$3,575.50 for the Lift Station No. 8 Reconstruction Project. Motion carried unanimously.

LIFT STATON NO. 8 RECONSTRUCTION PROJECT FINAL PAY ESTIMATE NO. 2

WSN Consulting Engineer Welch reviewed Final Pay Estimate No. 2 for the Lift Station No. 8 Reconstruction Project with the commission. WSN Consulting Engineer Welch had no concerns with Final Pay Estimate No. 2 and recommends approval.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the DeChantal Excavating Final Pay Estimate No. 2 in the amount of \$31,016.50 for the Lift Station No. 8 Reconstruction Project. Motion carried unanimously.

WASTEWATER TREATMENT PLAN CHARGES FOR JULY

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

OTHER BUSINESS

Public Works Director/City Engineer Walter inquired how many of the commissioners have the new meter system installed as he would like to spot check several already installed new meters in the system. Commissioner Christofferson has had the new meter installed and could be inspected by th eCity.

ADJOURNMENT

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to adjourn the meeting at 8:00 p.m. Motion carried unanimously.

Approved by:

Submitted by,

Rock Yliniemi
Chairman

Mary Haugen
Administrative Assistant



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

August 30, 2016

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

Re: Fixed Network Water Meter Replacement Project
TKDA Project No. 16035.000

Dear Mr. Walter:

Please find enclosed Partial Payment Estimate and Certificate No. 1 in the amount of \$619,940.43 for the above referenced project. This is sent to you for City approval and payment to the Contractor. When payment is made, please have the Contractor sign three copies and return one copy to TKDA, one copy to the Contractor and keep one copy for the City records.

Sincerely,

A handwritten signature in blue ink that reads "Matthew R. Ellingson".

Matthew R. Ellingson, P.E.
Project Engineer

MRE
Enclosure



444 Cedar Street, Suite 1500
 Saint Paul, MN 55101
 651.292.4400
 tkda.com

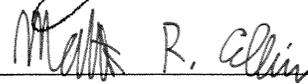
PERIODICAL ESTIMATE FOR PARTIAL PAYMENTS

Estimate No. 1 Period Ending August 19, 2016 Page 1 of 1 Proj. No. 16035.000
 Contractor Dakota Supply Group Original Contract Amount \$883,841.33
 Project Fixed Network Water Meter Replacement
 Location Baxter, Minnesota

Total Contract Work Completed		\$	<u>652,568.87</u>
Total Approved Credits		\$	<u>0.00</u>
Total Approved Extra Work Completed	\$	<u>0.00</u>	
Approved Extra Orders Amount Completed		\$	<u>0.00</u>
Total Amount Earned This Estimate		\$	<u>652,568.87</u>

Less Approved Credits	\$	<u>0.00</u>	
Less <u>5</u> % Retained	\$	<u>32,628.44</u>	
Less Previous Payments	\$	<u>0.00</u>	
Total Deductions	\$	<u>32,628.44</u>	

Amount Due This Estimate \$ 619,940.43

Contractor  Date 8/30/16
 Engineer  Date 8/30/16

**CITY OF BAXTER, MINNESOTA
PAY REQUEST #1 - REVISED AUGUST 22, 2016**

**ALTERNATE BID PROPOSAL "A"
SCHEDULE NO. 1 - ALL NEW METERS**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
Furnish Only Items During the Contract					
BASE BID ITEMS					
1	5/8" X 3/4" Meter Complete With Radio Transmitter and Meter Seal	2,299	EA	\$ 144.41	\$ 331,998.59
2	1" Meter Complete With Radio Transmitter and Meter Seal	358	EA	\$ 192.23	\$ 68,818.34
3	1-1/2" Meter Complete With Radio Transmitter and Meter Seal	150	EA	\$ 381.59	\$ 57,238.50
4	2" Disc Meter Complete With Radio Transmitter and Meter Seal	92	EA	\$ 480.91	\$ 44,243.72
5	2" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 1,465.91	\$ -
6	3" Compound Meter Complete With Radio Transmitter and Meter Seal	17	EA	\$ 1,891.48	\$ 32,155.16
7	4" Compound Meter Complete With Radio Transmitter and Meter Seal	3	EA	\$ 2,264.77	\$ 6,794.31
8	6" Compound Meter Complete With Radio Transmitter and Meter Seal	1	EA	\$ 4,027.27	\$ 4,027.27
9	New Radio Transmitter and E-Coder Register For an Existing 5/8" X 3/4" Neptune Meter	0	EA	\$ 119.10	\$ -
10	New Radio Transmitter and E-Coder Register For an Existing 1" Neptune Meter	0	EA	\$ 119.10	\$ -
11	New Radio Transmitter and E-Coder Register For an Existing 1-1/2" Neptune Meter	0	EA	\$ 119.10	\$ -
12	New Radio Transmitter and E-Coder Register For an Existing 2" Neptune Disc Meter	0	EA	\$ 119.10	\$ -
13	New Radio Transmitter and E-Coder Register For an Existing 2" Neptune Compound Meter	0	EA	\$ 119.10	\$ -
14	New Radio Transmitter and E-Coder Register For an Existing 3" Neptune Compound Meter	0	EA	\$ 119.10	\$ -
15	New Radio Transmitter and E-Coder Register For an Existing 4" Neptune Compound Meter	0	EA	\$ 119.10	\$ -
16	New Radio Transmitter and E-Coder Register For an Existing 6" Neptune Compound Meter	0	EA	\$ 119.10	\$ -
17	3/4" or 1" Quarter Turn Ball Valve	0	EA	\$ 9.98	\$ -
18	1-1/2" or 2" Quarter Turn Ball Valve	0	EA	\$ 24.75	\$ -
19	3/4" or 1" First or Second Nipple Between Valve and Meter	0	EA	\$ 8.57	\$ -
20	1-1/2" or 2" First or Second Nipple Between Valve and Meter	0	EA	\$ 61.93	\$ -
21	Meter Horn for 5/8" X 3/4" or 3/4" Meter	0	EA	\$ 50.45	\$ -
22	Meter Horn for 1" Meter	0	EA	\$ 89.19	\$ -
23	Allowance for Misc. Plumbing Material	1	LS	\$ 1,000.00	\$ 1,000.00
24	Add for Pit Meter Register (5/8" - 2" Wet install)	0	EA	\$ -	\$ -
25	Handheld Radio Reading Device	1	LS	\$ 5,681.82	\$ 5,681.82
26	Furnish All Equipment Required to Provide a Fixed Network Reading System Including Hardware, Vendor Hosted Software, Collectors, Antennas, Programming and Training, Communication and Backhaul Costs Until One Year After Final Completion, as Required. (Provide a pricing breakdown of the items included)	1	LS	\$ 33,000.00	\$ 33,000.00

**CITY OF BAXTER, MINNESOTA
PAY REQUEST #1 - REVISED AUGUST 22, 2016**

**ALTERNATE BID PROPOSAL "A"
SCHEDULE NO. 1 - ALL NEW METERS**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
27	5/8" X 3/4" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	\$ 142.05	\$ -
28	1" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	\$ 236.14	\$ -
29	Touchpad Reader	0	EA	\$ 340.91	\$ -
TOTAL SCHEDULE NO. 1: ITEMS NO. 1 THRU NO. 29					\$ 584,957.71
NOTE: For items 9-16 the City would like to reuse these meter bodies if possible with your register and radio transmitter. If your register and radio transmitter are not compatible with the existing Neptune T-10 meters you must replace the entire meter for these line items.					
NOTE: All meters shall be provided with gaskets.					

A1	Furnish City Hosted Software for Managing the Read Data. (Add or Deduct from Vendor Hosted System)	1	LS	Not Included @ this time	\$ -
A2	Furnish a Mobile Drive By Reading Device Including Laptop, Antenna, Wiring, Software and Hardware as Required to Read Your System (as a backup way to collect reads if the Fixed Network System is down). If your system does not have a mobile drive by reading device leave blank.	1	LS	Already Included	\$ -

**CITY OF BAXTER, MINNESOTA
PAY REQUEST #1 - JULY 21, 2016**

**ALTERNATE BID PROPOSAL "B"
SCHEDULE NO. 3 - ALL NEW METERS**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
Install All Base Bid and Alternate Items					
BASE BID ITEMS					
1	Project Start Up and Mobilization	1	LS	\$ 6,315.79	\$ 6,315.79
2	5/8" X 3/4" Meter Complete With Radio Transmitter and Meter Seal	511	EA	\$ 57.98	\$ 29,627.78
3	1" Meter Complete With Radio Transmitter and Meter Seal	57	EA	\$ 57.98	\$ 3,304.86
4	1-1/2" Meter Complete With Radio Transmitter and Meter Seal	2	EA	\$ 100.00	\$ 200.00
5	2" Disc Meter Complete With Radio Transmitter and Meter Seal	2	EA	\$ 121.05	\$ 242.10
6	2" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 121.05	\$ -
7	3" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 310.53	\$ -
8	4" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 405.26	\$ -
9	6" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 521.05	\$ -
10	New Radio Transmitter and Register For an Existing 5/8" X 3/4" Neptune Meter	0	EA	\$ 44.21	\$ -
11	New Radio Transmitter and Register For an Existing 1" Neptune Meter	0	EA	\$ 44.21	\$ -
12	New Radio Transmitter and Register For an Existing 1-1/2" Neptune Meter	0	EA	\$ 44.21	\$ -
13	New Radio Transmitter and Register For an Existing 2" Neptune Disc Meter	0	EA	\$ 44.21	\$ -
14	New Radio Transmitter and Register For an Existing 2" Neptune Compound Meter	0	EA	\$ 44.21	\$ -
15	New Radio Transmitter and Register For an Existing 3" Neptune Compound Meter	0	EA	\$ 44.21	\$ -
16	New Radio Transmitter and Register For an Existing 4" Neptune Compound Meter	0	EA	\$ 44.21	\$ -
17	New Radio Transmitter and Register For an Existing 6" Neptune Compound Meter	0	EA	\$ 44.21	\$ -
18	3/4" or 1" Quarter Turn Ball Valve	0	EA	\$ 68.42	\$ -
19	1-1/2" or 2" Quarter Turn Ball Valve	0	EA	\$ 131.58	\$ -
20	3/4" or 1" First or Second Nipple Between Valve and Meter	0	EA	\$ -	\$ -
21	1-1/2" or 2" First or Second Nipple Between Valve and Meter	0	EA	\$ -	\$ -
22	Meter Horn for 5/8" X 3/4" or 3/4" Meter	0	EA	\$ 5.26	\$ -
23	Meter Horn for 1" Meter	0	EA	\$ 5.26	\$ -
24	Add Amount for Installation Under a Trailer Home	0	EA	\$ 26.32	\$ -
25	Confined Space Entry Installation	0	EA	\$ 47.37	\$ -
26	Rate for Plumber	0	HR	\$ 100.00	\$ -
27	Install All Equipment Required to Provide a Fixed Network Reading System Including Hardware, Software, Collectors, Antennas, Programming and Training, Communication and Backhaul Costs as Required.	1	LS	\$ 27,920.63	\$ 27,920.63
28	5/8" X 3/4" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	\$ 71.58	\$ -
29	1" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	\$ 71.58	\$ -
TOTAL SCHEDULE NO. 3: ITEMS NO. 1 THRU NO. 29					\$ 67,611.16

**CITY OF BAXTER, MINNESOTA
PAY REQUEST #1 - JULY 21, 2016**

**ALTERNATE BID PROPOSAL "B"
SCHEDULE NO. 3 - ALL NEW METERS**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
ALTERNATE BID ITEMS					
A1	Add Amount to Install the Radio Transmitter on the Outside of the Building With New 22 Gauge Wire (Add to Items 2-17 Above)	0	EA	\$ 15.79	\$ -
TOTAL SCHEDULE NO. 3 WITH ALTERNATE BID ITEMS					\$ 67,611.16
NOTE: For items 2-17 the radio transmitters shall be installed in the floor joists inside of the building.					
NOTE: For items 10-17 the City would like to reuse these meter bodies if possible with your register and radio transmitter. If your register and radio transmitter is not compatible with the existing Neptune T-10 meters, you must provide pricing to replace the entire meter for these line items.					
NOTE: All meters shall be provided with gaskets.					

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. July 2010

Page 1 of 1

2016 Fairview Road Improvements	Minn. Proj. No.	CO No. 1
Project Location Fairview Road from 300FT West of Memorywood Drive to Inglewood Drive		
Local Agency City of Baxter	SEH Project No. BAXTE 133676	
Contractor Anderson Brothers Construction Co	City Project No. 4113	
Address/City/State/Zip PO Box 668, Brainerd, MN 56401		
Total Change Order Amount \$	\$9,799.20	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions:

In consultation with the City, the Engineer determined the Contractor shall replace the specified riprap with tied concrete block mat (Flexamat) at the culvert ends under the TH 210 access drive by the gas station and the culvert discharge culvert at the pond behind the gas station, and add it at the culvert discharge end on the west side of Memorywood Drive between TH 210 and Fairview Road for long term erosion control and maintenance purposes. There is no bid item on the plans for this.

The negotiated unit price is summarized in the Estimate of Cost below:

Estimate Of Cost:						
Group/ Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
1		TIED CONCRETE BLOCK MAT (FLEXAMAT)	SQ FT	\$13.61	720.00	\$9,799.20
Net Change this Change Order						\$9,799.20

Group 1: City

Approved by Project Engineer: Scott D. Hedlund Date: 08/26/16

Print Name: Scott D. Hedlund, PE - SEH Phone: 218.855.1705

Approved by City of Baxter Engineer: _____ Date: _____

Print Name: _____ Phone: _____

Approved by Contractor: Al Knowlton Date: 8/30/16

Print Name: AL KNOWLTON Phone: 218-820-9926

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 3

CONTRACTOR FOR: 2016 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676
CITY NO. 4113
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

AGREEMENT DATE: 6/7/2016
FOR WORK ACCOMPLISHED THROUGH: 8/26/2016

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
FULL DEPTH RECLAMATION									
1	MOBILIZATION	LUMP SUM	\$49,606.60	1.00	\$49,606.60	0.20	\$9,921.32	0.95	\$47,126.27
2	TRAFFIC CONTROL	LUMP SUM	\$4,500.00	1.00	\$4,500.00	0.50	\$2,250.00	0.90	\$4,050.00
3	TEMPORARY MAIL BOX BANK SYSTEM	LUMP SUM	\$275.00	1.00	\$275.00	1.00	\$275.00	1.00	\$275.00
4	SALVAGE & INSTALL SWING AWAY MAIL BOX	EACH	\$140.00	3.00	\$420.00	2.00	\$280.00	2.00	\$280.00
5	SALVAGE MAIL BOX	EACH	\$22.00	30.00	\$660.00		\$0.00	30.00	\$660.00
6	SWING AWAY MAIL BOX SUPPORT	EACH	\$110.00	30.00	\$3,300.00	37.00	\$4,070.00	37.00	\$4,070.00
7	CLEARING	ACRE	\$4,150.00	0.08	\$332.00	0.14	\$581.00	0.23	\$954.50
8	CLEARING	TREE	\$165.00	21.00	\$3,465.00	1.00	\$165.00	23.00	\$3,795.00
9	GRUBBING	ACRE	\$4,150.00	0.08	\$332.00		\$0.00	0.09	\$373.50
10	GRUBBING	TREE	\$165.00	27.00	\$4,455.00	1.00	\$165.00	23.00	\$3,795.00
11	CLEAN EXISTING STORM POND (BAXTER ELEMENTARY)	LUMP SUM	\$850.00	1.00	\$850.00		\$0.00	1.00	\$850.00
12	CLEAN EXISTING STORM SEWER SYSTEM (BAXTER ELEMENTARY)	LUMP SUM	\$3,500.00	1.00	\$3,500.00		\$0.00	1.00	\$3,500.00
13	CLEAN EXISTING CULVERT AND APRON ENDS	LUMP SUM	\$1,100.00	4.00	\$4,400.00	2.00	\$2,200.00	4.00	\$4,400.00
14	REMOVE PIPE CULVERTS	LIN FT	\$13.25	50.00	\$662.50	100.00	\$1,325.00	100.00	\$1,325.00
15	REMOVE CURB AND GUTTER	LIN FT	\$6.00	840.00	\$5,040.00		\$0.00	840.00	\$5,040.00
16	REMOVE CONCRETE MEDIAN	SQ FT	\$8.25	1,260.00	\$10,395.00		\$0.00	1,050.00	\$8,662.50
17	REMOVE CONCRETE WALK	SQ FT	\$5.25	108.00	\$567.00		\$0.00	0.00	\$0.00
18	REMOVE & REPLACE CONCRETE CURB AND GUTTER	LIN FT	\$28.75	30.00	\$862.50		\$0.00	0.00	\$0.00
19	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$5.25	100.00	\$525.00		\$0.00	80.00	\$420.00
20	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$2.75	2,400.00	\$6,600.00	116.40	\$320.10	2,276.40	\$6,260.10
21	SAWING BITUMINOUS PAVEMENT	LIN FT	\$1.65	1,400.00	\$2,310.00	241.00	\$397.65	838.00	\$1,382.70
22	SAWING CONCRETE PAVEMENT	LIN FT	\$5.50	80.00	\$440.00		\$0.00	45.00	\$247.50
23	SALVAGE 911 SIGN	EACH	\$11.00	32.00	\$352.00		\$0.00	32.00	\$352.00
24	SALVAGE SIGN PANEL TYPE C	EACH	\$28.00	50.00	\$1,400.00		\$0.00	66.00	\$1,848.00
25	SALVAGE & INSTALL PERMANENT BARRICADES	EACH	\$195.00	2.00	\$390.00		\$0.00	1.00	\$195.00
26	SALVAGE & INSTALL PIPE APRON	EACH	\$530.00	1.00	\$530.00		\$0.00	0.00	\$0.00
27	SALVAGE & INSTALL LANDSCAPING (SUPER AMERICA)	LUMP SUM	\$2,500.00	1.00	\$2,500.00	0.62	\$1,550.00	1.12	\$2,800.00
28	SALVAGE & INSTALL LANDSCAPING (5418 FAIRVIEW RD)	LUMP SUM	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00
29	SALVAGE & INSTALL CHAIN LINK FENCE (ELEMENATARY SCHOOL POND)	LIN FT	\$5.00	40.00	\$200.00	20.00	\$100.00	40.00	\$200.00
30	SALVAGE & INSTALL WOOD SPLIT RAIL FENCE (LAKEWOOD CHURCH)	LIN FT	\$10.00	50.00	\$500.00	30.00	\$300.00	30.00	\$300.00
31	REMOVE WOOD RAIL FENCE (6072 FAIRVIEW RD)	LIN FT	\$5.00	30.00	\$150.00		\$0.00	30.00	\$150.00
32	CONIFEROUS TREE (COLORADO BLUE SPRUCE, 6 FT)	TREE	\$775.00	1.00	\$775.00	11.50	\$8,912.50	11.50	\$8,912.50
33	DECIDUOUS TREE (RIVER BIRCH, 2-INCH, B&B)	TREE	\$775.00	1.00	\$775.00		\$0.00	0.00	\$0.00
34	ORNAMENTAL TREE (CRAB APPLE, 1.5-INCH, CONTAINER)	TREE	\$775.00	1.00	\$775.00	6.00	\$4,650.00	6.00	\$4,650.00
35	DECIDUOUS SHRUB (COMMON LILAC, CONTAINER)	SHRUB	\$105.00	1.00	\$105.00		\$0.00	0.00	\$0.00
36	TRANSPLANT TREE (TREE SPADE)	TREE	\$1,650.00	3.00	\$4,950.00		\$0.00	0.00	\$0.00
37	TRANSPLANT SHRUB	SHRUB	\$105.00	5.00	\$525.00		\$0.00	1.50	\$157.50
38	COMMON EXCAVATION	CU YD	\$13.05	3,504.00	\$45,727.20	3,290.00	\$42,934.50	3,290.00	\$42,934.50
39	SUBGRADE EXCAVATION	CU YD	\$13.75	1,300.00	\$17,875.00	960.20	\$13,202.75	1,258.40	\$17,303.00
40	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$200.00	79.00	\$15,800.00		\$0.00	79.00	\$15,800.00
41	STREET SWEEPER (WITH PICKUP BROOM)	hour	\$125.00	20.00	\$2,500.00	3.00	\$375.00	5.00	\$625.00
42	WATER	MGAL	\$43.50	500.00	\$21,750.00		\$0.00	316.00	\$13,746.00
43	AGGREGATE BASE, CL 5 (CV)	CU YD	\$22.65	465.00	\$10,532.25	166.50	\$3,771.23	666.50	\$15,096.23
44	AGGREGATE SURFACING, CL1 (CV)	CU YD	\$38.00	212.00	\$8,056.00		\$0.00	0.00	\$0.00
45	AGGREGATE DRIVEWAY RESTORATION, CLASS 5	SQ YD	\$10.00	55.00	\$550.00	55.00	\$550.00	55.00	\$550.00

OWNER
CONTRACTOR SEH

APPLICATION FOR PAYMENT NO. 3

CONTRACTOR FOR: 2016 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676
CITY NO. 4113
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

AGREEMENT DATE: 6/7/2016

FOR WORK ACCOMPLISHED THROUGH: 8/26/2016

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
46	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	\$1.00	22,633.00	\$22,633.00		\$0.00	22,633.00	\$22,633.00
47	MILL BITUMINOUS SURFACE 1.5"	SQ YD	\$7.50	990.00	\$7,425.00	990.00	\$7,425.00	990.00	\$7,425.00
48	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$46.00	2,963.00	\$136,298.00	2,850.60	\$131,127.60	2,850.60	\$131,127.60
49	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	\$47.00	3,788.00	\$178,036.00	1,528.00	\$71,816.00	3,491.00	\$164,077.00
50	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) - TRAIL	TON	\$70.00	40.00	\$2,800.00		\$0.00	0.00	\$0.00
51	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.00	1,630.00	\$3,260.00	1,215.00	\$2,430.00	1,215.00	\$2,430.00
52	RESIDENTIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$29.00	1,090.00	\$31,610.00	1,428.00	\$41,412.00	1,428.00	\$41,412.00
53	COMMERCIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$24.00	687.00	\$16,488.00	782.00	\$18,768.00	782.00	\$18,768.00
54	ADJUST SANITARY SEWER CLEAN-OUT (NEW CASTING)	EACH	\$225.00	48.00	\$10,800.00	11.00	\$2,475.00	11.00	\$2,475.00
55	ADJUST CURB BOX	EACH	\$150.00	40.00	\$6,000.00	40.00	\$6,000.00	40.00	\$6,000.00
56	ADJUST VALVE BOX	EACH	\$250.00	27.00	\$6,750.00	29.00	\$7,250.00	29.00	\$7,250.00
57	INSULATION	SQ YD	\$46.00	700.00	\$32,200.00	59.20	\$2,723.20	602.90	\$27,733.40
58	CONCRETE WALK, 4"	SQ FT	\$8.25	120.00	\$990.00	64.00	\$528.00	64.00	\$528.00
59	CONCRETE WALK, 6"	SQ FT	\$8.00	700.00	\$5,600.00	75.00	\$600.00	75.00	\$600.00
60	CONCRETE CURB & GUTTER, DESIGN B612	LIN FT	\$17.75	512.00	\$9,088.00		\$0.00	479.00	\$8,502.25
61	24" RIBBON CURB	LIN FT	\$16.50	147.00	\$2,425.50	33.00	\$544.50	134.00	\$2,211.00
62	CONCRETE VALLEY GUTTER	LIN FT	\$47.00	80.00	\$3,760.00		\$0.00	100.00	\$4,700.00
63	6" CONCRETE DRIVEWAY PAVEMENT RESTORATION	SQ YD	\$73.00	65.00	\$4,745.00	42.00	\$3,066.00	42.00	\$3,066.00
64	PEDESTRIAN RAMP W/ TRUNCATED DOMES	EACH	\$800.00	4.00	\$3,200.00		\$0.00	0.00	\$0.00
65	ADJUST FRAME & RING CASTING (SANITARY)	EACH	\$500.00	28.00	\$14,000.00	26.00	\$13,000.00	26.00	\$13,000.00
66	SIGN PANELS TYPE C	SQ FT	\$25.00	105.00	\$2,625.00	105.00	\$2,625.00	105.00	\$2,625.00
67	INSTALL 911 SIGN	EACH	\$22.00	38.00	\$836.00	38.00	\$836.00	38.00	\$836.00
68	INSTALL SIGN PANEL TYPE C	EACH	\$133.00	68.00	\$9,044.00	61.00	\$8,113.00	61.00	\$8,113.00
69	OBJECT MARKER/DELINEATOR	EACH	\$140.00	1.00	\$140.00		\$0.00	0.00	\$0.00
70	SILT FENCE, TYPE MS	LIN FT	\$2.75	730.00	\$2,007.50		\$0.00	733.00	\$2,015.75
71	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$5.00	1,750.00	\$8,750.00	157.00	\$785.00	2,162.00	\$10,810.00
72	ROCK CONSTRUCTION EXIT	EACH	\$550.00	6.00	\$3,300.00		\$0.00	0.00	\$0.00
73	TOPSOIL BORROW	CU YD	\$31.50	800.00	\$25,200.00	800.00	\$25,200.00	800.00	\$25,200.00
74	TURF ESTABLISHMENT (INCLUDES SEEDING, SEED MIX, FERTILIZER, AND HYDRAULIC MATRIX TYPE FRM)	SQ YD	\$2.75	21,000.00	\$57,750.00	11,200.00	\$30,800.00	11,200.00	\$30,800.00
75	TEMPORARY SEEDING (INCLUDES SEEDING, SEED MIX, AND MULCH)	SQ YD	\$0.40	15,000.00	\$6,000.00		\$0.00	0.00	\$0.00
76	PAVEMENT MESSAGE PAINT - LT ARROW	SQ FT	\$5.00	15.00	\$75.00		\$0.00	0.00	\$0.00
77	PAVEMENT MESSAGE PAINT - RT ARROW	SQ FT	\$5.00	15.00	\$75.00		\$0.00	0.00	\$0.00
78	PAVEMENT MESSAGE WHITE - BIKE SYMBOL - POLY PREFORM (GROUND IN)	SQ FT	\$75.00	35.00	\$2,625.00		\$0.00	0.00	\$0.00
79	8" SOLID WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	1,000.00	\$8,250.00		\$0.00	0.00	\$0.00
80	8" DOTTED WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	76.00	\$627.00		\$0.00	0.00	\$0.00
81	4" SOLID WHITE LINE, PAINT	LIN FT	\$0.10	295.00	\$29.50		\$0.00	0.00	\$0.00
82	8" SOLID WHITE LINE, PAINT	LIN FT	\$0.15	14,148.00	\$2,122.20		\$0.00	0.00	\$0.00
83	12" SOLID WHITE LINE, PAINT	LIN FT	\$2.75	143.00	\$393.25		\$0.00	0.00	\$0.00
84	12" SOLID YELLOW LINE, PAINT	LIN FT	\$3.00	63.00	\$189.00		\$0.00	0.00	\$0.00
85	STOP BAR, 24" WHITE PAINT	LIN FT	\$3.30	290.00	\$957.00		\$0.00	0.00	\$0.00
86	4" BROKEN YELLOW LINE, PAINT	LIN FT	\$0.10	860.00	\$86.00		\$0.00	0.00	\$0.00
87	4" DOUBLE SOLID YELLOW LINE, PAINT	LIN FT	\$0.20	3,575.00	\$715.00		\$0.00	0.00	\$0.00

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 3

CONTRACTOR FOR: 2016 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676
CITY NO. 4113
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

AGREEMENT DATE: 6/7/2016
FOR WORK ACCOMPLISHED THROUGH: 8/26/2016

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
STORM SEWER									
88	COMMON EXCAVATION (SUPER AMERICA POND)	CU YD	\$10.00	892.00	\$8,920.00		\$0.00	892.00	\$8,920.00
89	EXCAVATE AND DISPOSE OF CONTAMINATED MATERIAL	CU YD	\$50.00	350.00	\$17,500.00		\$0.00	0.00	\$0.00
90	REMOVE CHAIN LINK FENCE	LIN FT	\$5.00	30.00	\$150.00		\$0.00	0.00	\$0.00
91	REPAIR CHAIN LINK FENCE	LIN FT	\$10.00	100.00	\$1,000.00	70.00	\$700.00	70.00	\$700.00
92	60" CHAIN LINK FENCE	LIN FT	\$14.00	220.00	\$3,080.00	146.00	\$2,044.00	146.00	\$2,044.00
93	60" CHAIN LINK VEHICULAR GATE	EACH	\$825.00	1.00	\$825.00		\$0.00	0.00	\$0.00
94	RANDOM RIPRAP, CLASS III	CU YD	\$65.00	31.00	\$2,015.00		\$0.00	22.00	\$1,430.00
95	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	\$1,350.00	1.00	\$1,350.00		\$0.00	1.00	\$1,350.00
96	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-2024	EACH	\$1,700.00	1.00	\$1,700.00	1.00	\$1,700.00	2.00	\$3,400.00
97	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	\$3,500.00	2.00	\$7,000.00		\$0.00	2.00	\$7,000.00
98	12" CM PIPE CULVERT	LIN FT	\$27.00	98.00	\$2,592.00		\$0.00	96.00	\$2,592.00
99	15" RCP PIPE SEWER DESIGN 3006, CL V	LIN FT	\$53.00	50.00	\$2,650.00		\$0.00	48.00	\$2,544.00
100	18" RC PIPE SEWER DES 3006, CL V	LIN FT	\$51.00	443.00	\$22,593.00	45.00	\$2,295.00	495.00	\$25,245.00
101	12" CS PIPE APRON	EACH	\$145.00	4.00	\$580.00		\$0.00	4.00	\$580.00
102	15" RCP APRON W/TRASH GUARD	EACH	\$1,100.00	1.00	\$1,100.00		\$0.00	1.00	\$1,100.00
103	18" RCP APRON W/TRASH GUARD	EACH	\$1,450.00	1.00	\$1,450.00	1.00	\$1,450.00	2.00	\$2,900.00
	TOTAL ITEMS BID				\$945,625.00		\$485,009.35		\$828,229.80
CHANGE ORDER NO. 1									
104	TIED CONCRETE BLOCK MAT (FLEXAMAT)	SQ FT	\$13.61	720.00	\$9,799.20	720.00	\$9,799.20	720.00	\$9,799.20
	TOTAL ITEMS BID				\$9,799.20		\$9,799.20		\$9,799.20
SUMMARY									
	TOTAL ITEMS BID				\$945,625.00		\$485,009.35		\$828,229.80
	CHANGE ORDER NO. 1				\$9,799.20		\$9,799.20		\$9,799.20
	TOTAL				\$955,424.20		\$494,808.55		\$838,029.00

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. In accordance with Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

Gross Amount Due \$838,029.00
Less Retainage (5%) \$41,901.45
Amount Eligible to Date \$796,127.55
Less Previous Payments \$326,059.43
Amount Due This Application \$470,068.12

SUBMITTED	ANDERSON BROTHERS CONSTRUCTION CO. O PO BOX 668 BRAINERD, MN 56401-0668	BY: 	DATE: 8/30/16
RECOMMENDED	SEH 416 S 6TH ST STE 200 BRAINERD, MN 56401	BY: 	DATE: 8-30-16
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 August 22, 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 Fee Amendment.

Client's Authorized Representative: Trevor Walter, Public Works Director/City Engineer
 Address: 13190 Memorywood Drive
Baxter, MN 56425
 Telephone: 218.454.5110 email: twalter@baxtermn.gov

Project Manager: Scott Hedlund
 Address: 416 S. 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. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement, and 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 estimated fee increase is subject to a not-to-exceed amount of \$20,272.00 including expenses and equipment.

The previously approved fee is hourly estimated to be \$234,191.00. Including the above \$20,272.00 fee increase, the total fee is hourly estimated to be \$254,463.00, including expenses and equipment. The estimated total fee is subject to a not-to-exceed amount of **\$254,463.00** 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.

Short Elliott Hendrickson Inc.

City of Baxter, Minnesota

By: 

By: _____

Scott Hedlund

Title: Senior Project Manager

Title: _____

2016 FAIRVIEW ROAD IMPROVEMENTS
Professional Services - Construction Phase Fee Amendment
Work Plan Summary and Fee Estimate
City of Baxter, Minnesota
August 22, 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
2.0 Construction Administration	5	0	0	25	0	25	0	0	1	56
3.0 Construction Observation	0	0	0	150	0	0	0	0	0	150
Total Project Hours	5	0	0	175	0	25	0	0	1	206
Average Rates	\$145.00	\$170.00	\$124.00	\$95.00	\$124.00	\$107.00	\$93.00	\$83.00	\$63.00	

Total Labor Cost	\$20,088.00
Reimbursables	\$184.00
Total SEH Fee	\$20,272.00

Subconsultants

Construction Materials Sampling & Testing (Braun)	\$0.00
Subconsultant Subtotal	\$0.00

Total Project Cost	\$20,272.00
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**2016 Fairview Road Improvements
Professional Services - Construction Phase Fee Amendment
Work Plan**

Client: CITY OF BAXTER, MINNESOTA

August 22, 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
2.0 Construction Administration											
2.1	Private Utility Company Coordination	5			25		25			1	56
Task 2.0 Subtotal Hours:		5	0	0	25	0	25	0	0	1	56
<i>Deliverables - Construction Documentation.</i>											
3.0 Construction Observation											
3.1	Construction Observation (estimated hours beyond original estimated 440 hours)				150						150
Task 3.0 Subtotal Hours:		0	0	0	150	0	0	0	0	0	150
<i>Deliverables - Construction Documentation</i>											

2016 Fairview Road Improvements
CONSTRUCTION SERVICES FEE AMENDMENT
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	22	10	220	
SEH Twin Cities Based Staff	0	270	0	
Subtotals:			220	
	\$0.540 per mile			\$119
TRAVEL COSTS:				
	Number	Cost	Total Cost	
Hotel	0	\$0.000	\$0	
Meals	0	\$10.000	\$0	
Total			\$0	\$0
MISCELLANEOUS				
Miscellaneous Printing:			\$0	
Mailing/Postage Costs			\$0	\$0
EQUIPMENT EXPENSES	Number of Hours (Days)	Cost/Hr(Day)	Total Cost	
Survey Equipment (hours)	0	\$25	\$0	\$0
Survey Truck (hours)	0	\$4.5	\$0	\$0
RPR Vehicle (days)	5	\$13	\$65	\$65
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				\$184

Exhibit B
to Agreement for Professional Services
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 22, 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 August 22, 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 five hundred thousand dollars (\$500,000). 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 five hundred thousand 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.

Agreement for Professional Services

This Agreement is effective as of August 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: Cypress Drive – Preliminary Design, Railroad Agreements Support, and Phase 1 Environmental Site Assessment.

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. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The scope of services is attached as **Exhibit A**.

Assumptions: Scope based on preliminary layout drawings submitted with the Highway/Railroad At Grade Crossing Application to MNDOT dated December 9, 2015 for improvements to Cypress Drive between Excelsior Road and College Road and the intersection of TH 210 and Golf Course Drive.

Schedule: Notice to Proceed: September 20, 2016
 Phase 1 Environmental Site Assessment: December 30, 2016
 Finalize Preliminary Design: September 2016 – February 2017
 Remaining Environmental: January – December 2017
 Project Memorandum: January - May 2017
 Feasibility Report: January – April 2017
 Improvement Hearing: May 2017
 Final Design: February – December 2017
 Right of Way Acquisition/Appraisals/BNSF Negotiations: October 2016 – January 2018
 Bidding: January- February 2018
 Assessment Hearing: March 1, 2018
 Construction: April – October, 2018.

The schedule could be altered by forces beyond SEH's control such as Agency document request turnaround times, review turnaround times, approval conditions; BNSF internal process timing, permit turnaround, negotiations; right of way acquisition; City meetings and approvals timing.

Payment: The fee is hourly estimated to be \$237,407.00 including expenses and equipment. The estimated fee is subject to a not-to-exceed amount of **\$237,407.00** 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: _____

2018 CYPRESS DRIVE IMPROVEMENTS

EXHIBIT A

**Professional Services - Preliminary Design, Railroad Agreements, Phase 1 ESA
Work Plan Summary and Fee Estimate
City of Baxter, Minnesota
August 31, 2016**



WORK TASKS	Sr. Prof. Eng/ Sr. Project Manager	Principal/ Sr. Specialist	Professional Engineer/ Specialist/ RLS	Staff Engineer/ Scientist	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	96	0	4	0	0	0	0	10	15	125
2.0 Finalize Preliminary Design	223	130	8	388	78	36	543	28	22	1456
3.0 Railroad Agreements Support	50	64	7	0	4	0	28	5	4	162
4.0 Phase 1 Environmental Site Assessment (ESA)	4	12	4	80	2	0	16	24	4	146
Total Project Hours	373	206	23	468	84	36	587	67	45	1889
Average Rates	\$150.00	\$180.00	\$124.00	\$85.00	\$130.00	\$109.00	\$95.00	\$83.00	\$63.00	

Total Labor Cost	\$214,667.00
Reimbursables	\$10,540.00
Total SEH Fee	\$225,207.00

Subconsultants

Appraisal (BNSF parcels only)	\$10,000.00
Historical Information Gatherers (Phase 1 ESA)	\$2,200.00
Subconsultant Subtotal	\$12,200.00

Total Project Cost	\$237,407.00
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2018 CYPRESS DRIVE IMPROVEMENTS
Professional Services - Preliminary Design, Railroad Agreements, Phase 1 ESA
Work Plan

Client: CITY OF BAXTER, MINNESOTA

August 31, 2016

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	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	40							10	15	65
1.2	Ongoing coordination, communication and scheduling - internal and external	20									20
1.3	Develop and maintain a Project Management Plan for the project. Develop Quality Assurance Process and Perform Quality Control functions throughout the project to check and verify the services and products delivered.	15									15
1.4	Establish and maintain project information web page accessible on City website	6		4							10
1.5	Monthly written project status reports to City, newsletters	10									10
1.6	Attend City Council and or Utilities Commission meetings (up to four (4) meetings)	5									5
	Task 1.0 Subtotal Hours:	96	0	4	0	0	0	0	10	15	125
	<i>Deliverables - Project schedule, monthly progress reports and invoices, and copies of all pertinent Project correspondence.</i>										
2.0	Finalize Preliminary Design										
2.1	Topographic Field Survey (verify control, Gopher State One Call update, addl topo, misc)							101			101
2.2	Perform Property Ownership Research & Property Pin Field Search (up to 36 parcels)	1						16		1	18
2.3	Prepare Preliminary Right of Way/ Easement Map	2			16			64		2	84
2.4	Prepare Traffic Operations Tech Memo including updated traffic forecasts to confirm the design and intersection control evaluation (ICE) report for Cypress Drive/ College Road intersection	120	16					25		4	165
2.5	Prepare Geotechnical Tech Memo - Review adequacy of past geotechnical evaluation reports, update trench excavation and backfill, road subgrade, and pavement design recommendations, memo (procurement of contract with geotechnical firm subconsultant if deemed necessary would be brought back as a fee amendment)	8						6		1	15
2.6	Prepare Wetland Determination Tech Memo - Site visit to review wetland limits (no additional/new impacts anticipated)	2					8	4		2	16
2.7	Prepare Drainage Design Tech Memo including updated drainage design and regulations	8	4		200	64				1	277
2.8	Update preliminary geometric design: roll drawings showing topo, alignments, profiles, typical sections, cross sections, drainage - review with Utilities Commission and City Council (2 meetings)	10	80		120		16	230	20	2	478

2018 CYPRESS DRIVE IMPROVEMENTS
Professional Services - Preliminary Design, Railroad Agreements, Phase 1 ESA
Work Plan

Client: CITY OF BAXTER, MINNESOTA

August 31, 2016

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief	Tech / Survey Assist.	Admin. Tech.	TOTAL
4.0	Phase 1 Environmental Site Assessment (ESA)										
4.1	Phase 1 Environmental Site Assessment - entire project (MNDOT Format) <ul style="list-style-type: none"> o Site Reconnaissance o Records Review o Map Review o Historical Property Use Research o Interviews o Evaluation and Report Preparation 	4	12	4	80	2		16	24	4	146
	Task 4.0 Subtotal Hours:	4	12	4	80	2	0	16	24	4	146
	<i>Deliverables - One electronic copy of the draft document will be submitted for the City's review. One electronic copy and one printed copy with a CD of the non-printed appendices will be provided of the final report.</i>										
	TOTAL PROJECT HOURS	373	206	23	468	84	36	587	67	45	1889
5.0	Additional/ Future Services										
	Final Design	To be determined									
	Project Memorandum (PM ==> MNDOT/FHWA environmental review document)	To be determined									
	Environmental Assessment (EA ==> MNDOT/FHWA environmental review document)	To be determined									
	Phase 2 Environmental Site Assessments (ESA)	To be determined									
	Environmental Response Action Plan (RAP)	To be determined									
	Chapter 429 Assessment Process (Feasibility Report, Hearings, Assessment Calcs)	To be determined									
	Right of Way Acquisition (non-BNSF parcels)	To be determined									
	Right of Way Plat	To be determined									
	Permits	To be determined									
	Bidding and Construction	To be determined									
	Additional Meetings	Hourly plus Reimbursable Expenses									
	Expert witness/ legal testimony	Hourly plus Reimbursable Expenses									

2018 CYPRESS DRIVE IMPROVEMENTS
PRELIMINARY DESIGN, RAILROAD AGREEMENTS, PHASE 1 ESA SERVICES
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Baxter, Minnesota

SEH, INC.

TRAVEL EXPENSES	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
Local Trips				
SEH Brainerd Based Staff	5	20	100	
SEH St Cloud Based Staff	0	130	0	
SEH Twin Cities Based Staff	8	270	2160	
Project Site Visits/Field Trips	15	25	375	
Subtotals:			2635	
ESTIMATED MILEAGE COSTS:	\$0.540	per mile	\$1,423	
	Number	Cost	Total Cost	
Hotel	0	\$0.000	\$0	
Meals	0	\$10.000	\$0	
Total			\$0	
ESTIMATED TRAVEL COSTS:				\$1,423
EXHIBITS:				\$500
Miscellaneous Printing:				\$500
Mailing/Postage Costs				\$150
ROW				
Title Company Owner and Encumbrance Reports (\$125 per parcel)				\$5,400
EQUIPMENT EXPENSES	Number of Hou:	Cost/Hr	Total Cost	
Survey Equipment	87	\$25	\$2,175	\$2,175
Survey Truck	87	\$4.5	\$392	\$392
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				\$10,540.00

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

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7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
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General Conditions of the Agreement for Professional Services

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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 five hundred thousand dollars (\$500,000). 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 five hundred thousand 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.



Change Order No. 1

Date of Issuance:	August 29, 2016	Effective Date:	Council Approval
Owner:	City of Baxter, Minnesota	Owner's Contract No.:	4110
Contractor:	Anderson Brothers Construction	Contractor's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	B11.111354
Project:	2016 Golf Course Drive Improvement Project	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description:

- Change in Contract Time
- Addition of erosion and sediment control items
- Additional cost associated with addressing watermain conflicts

Attachments: See Attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,090,108.01</u>	Original Contract Times: Substantial Completion: <u>September 30, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>September 30, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> days or dates
Contract Price prior to this Change Order: \$ <u>1,090,108.01</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 30, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> days or dates
Increase of this Change Order: \$ <u>12,947.34</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,103,055.35</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Bryan D. Oran</u>	By: _____	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>VP ROADS & STREETS</u>
Date: <u>8/30/16</u>	Date: _____	Date: <u>8/30/16</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

CHANGE ORDER NO. 1
 2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT
 CITY OF BAXTER, MN
 CITY PROJECT NO. 4110
 BMI PROJECT NO. B11.111354
 WORK COMPLETED THROUGH AUGUST 25, 2016

ITEM NO.	ITEM	CONTRACT QUANTITIES			PREVIOUS ESTIMATE		COMPLETED TO DATE		
		UNIT PRICE	ESTIMATED QUANTITY	UNIT AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	2511.501 RIP RAP	\$381.15	1	LUMP SUM	\$381.15	0	\$0.00	1	\$381.15
2	2573.533 SEDIMENT CONTROL LOG TYPE BIORLL	\$4.68	773	LIN FT	\$3,617.64	0	\$0.00	773	\$3,617.64
3	2611.4A UNIVERSAL ROAD INTERSECTION WATERMAIN REMOVAL	\$1,693.40	1	LUMP SUM	\$1,693.40	0	\$0.00	1	\$1,693.40
4	2611.4A WATERMAIN CROSSING LOWERING STATION 30+30	\$4,192.35	1	LUMP SUM	\$4,192.35	0	\$0.00	1	\$4,192.35
5	2611.4A WATERMAIN CROSSING LOWERING STATION 34+12	\$3,062.80	1	LUMP SUM	\$3,062.80	0	\$0.00	1	\$3,062.80
TOTAL CHANGE ORDER NO. 1					\$12,947.34		\$0.00		\$12,947.34

Quote

DeChantal Excavating LLC

P O Box 315

Date	Quote #
8/27/2016	902

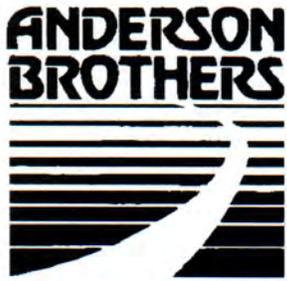
Name / Address
Anderson Brothers Construction, Inc. P O Box 668 Brainerd, MN 56401

Description	Quantity	Unit Cost	Unit	Total
* Change Order #1				
1. Install 3 CY Rip Rap at end of Dewatering Discharge.	3	105.00	CY	315.00
OH&P 10%	1	31.50	LS	31.50
* Universal Road Watermain Removal				
1. Crew Time - 8/08/2016	2	498.00	Hour	996.00
2. Crew Time - 8/16/2016	1.5	269.00	Hour	403.50
OH&P 10%	1	139.95	LS	139.95
* Watermain Lowering at Office Max Location				
1. Crew Time	6	363.00	Hour	2,178.00
2. Material Pickup - St Cloud	1	200.00	LS	200.00
3. Materials	1	1,086.76	LS	1,086.76
OH&P 10%	1	346.48	LS	346.48
* Watremain Lowering at Target Location				
1. Crew Time	3.75	316.00	Hour	1,185.00
2. Material Pickup - St Cloud	1	200.00	LS	200.00
3. Materials	1	1,146.24	LS	1,146.24
OH&P 10%	1	253.12	LS	253.12
Sales Tax		7.875%		0.00
Total				\$8,481.55

Add \$848.15

Total \$9,329.70

Phone #	Fax #	E-mail
218-828-4636	218-824-1510	adechantal@gmail.com



Anderson Brothers Construction Company of Brainerd, LLC²¹⁶
11325 State Highway 210
Brainerd, MN 56401
218-829-1768 • Fax 218-829-7607

Building Our Communities Since 1940
An Equal Opportunity Employer

August 29, 2016

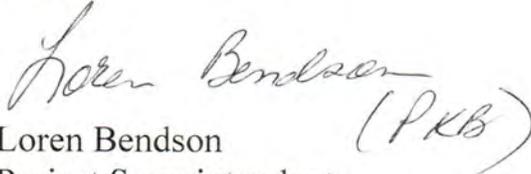
Bryan Drown
Bolton & Menk, Inc.
7656 Design Road, Suite 200
Baxter, MN 56425

Re: #269947 Golf Course Drive

Bryan,

We are requesting an extended substantial completion date from September 30, 2016 to October 7, 2016. This is due to completing Turf work prior to wear course paving.

Regards,


Loren Bendson
Project Superintendent
Anderson Brothers Const. Co.

CONTRACTOR'S PAY REQUEST 2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT CITY OF BAXTER, MN CITY PROJECT NO. 4110 BMI PROJECT NO. B11.111354 WORK COMPLETED THROUGH AUGUST 25, 2016	DISTRIBUTION:
	CONTRACTOR (1)
	OWNER (1)
	ENGINEER (1)
	BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$1,103,055.35
TOTAL, COMPLETED WORK TO DATE	\$445,202.04
TOTAL, STORED MATERIALS TO DATE	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$445,202.04
RETAINED PERCENTAGE (5%)	\$22,260.10
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$422,941.94
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$422,941.94

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

SUBMITTED: Anderson Brothers Construction BY:  DATE: 8/30/16
 11325 State Highway 210
 Brainerd, MN 56401

RECOMMENDED: Bolton & Menk, Inc BY:  DATE: 8/30/16
 7656 Design Road, Suite 200
 Baxter, MN 56425

APPROVED: City of Baxter BY: _____ DATE: _____
 P.O. Box 2626 Kelly Steele - Asst. City Administrator
 Baxter, MN 56425-2626

APPROVED: City of Baxter BY: _____ DATE: _____
 P.O. Box 2626 Darrel Olson - Mayor
 Baxter, MN 56425-2626

APPROVED: City of Baxter BY: _____ DATE: _____
 Utilities Commission
 P.O. Box 2626
 Baxter, MN 56425-2626

Partial Pay Estimate No.: 1

2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT
 CITY OF BAXTER, MN
 CITY PROJECT NO. 4110
 BMI PROJECT NO. B11.111354
 WORK COMPLETED THROUGH AUGUST 25, 2016

ITEM NO.	ITEM	CONTRACT QUANTITIES				PREVIOUS ESTIMATE		COMPLETED TO DATE		
		UNIT PRICE	ESTIMATED QUANTITY	UNIT	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	2021 501	MOBILIZATION	\$38,000.00	1.00	LUMP SUM	\$38,000.00	0.00	\$0.00	0.50	\$19,000.00
2	2101 502	CLEARING	\$150.00	1	TREE	\$150.00	0	\$0.00	1	\$150.00
3	2101 507	GRUBBING	\$150.00	1	TREE	\$150.00	0	\$0.00	1	\$150.00
4	2104 501	REMOVE SEWER PIPE (STORM)	\$9.00	2501	LIN FT	\$22,509.00	0	\$0.00	2,555	\$22,995.00
5	2104 501	REMOVE CURB AND GUTTER	\$3.50	2581	LIN FT	\$9,033.50	0	\$0.00	301	\$1,053.50
6	2104 503	REMOVE CONCRETE SIDEWALK	\$2.60	395	SQ FT	\$1,027.00	0	\$0.00	0	\$0.00
7	2104 505	REMOVE BITUMINOUS PAVEMENT	\$2.05	7308	SQ YD	\$14,981.40	0	\$0.00	7,286	\$14,936.30
8	2104 509	REMOVE CASTING (STORM)	\$75.00	30	EACH	\$2,250.00	0	\$0.00	17	\$1,275.00
9	2104 509	REMOVE DRAINAGE STRUCTURE	\$600.00	15	EACH	\$9,000.00	0	\$0.00	17	\$10,200.00
10	2104 513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$3.25	304	LIN FT	\$988.00	0	\$0.00	0	\$0.00
11	2104 513	SAWING CONCRETE PAVEMENT (FULL DEPTH)	\$5.50	29	LIN FT	\$159.50	0	\$0.00	0	\$0.00
12	2104 523	SALVAGE SIGN	\$50.00	19	EACH	\$950.00	0	\$0.00	8	\$400.00
13	2104 523	SALVAGE CASTING (SANITARY)	\$110.00	18	EACH	\$1,980.00	0	\$0.00	9	\$990.00
14	2105 501	COMMON EXCAVATION (P) (EV)	\$10.00	3306	CU YD	\$33,060.00	0	\$0.00	0	\$0.00
15	2105 601	DEWATERING	\$80,000.00	1.00	LUMP SUM	\$80,000.00	0.00	\$0.00	1.00	\$80,000.00
16	2123 501	COMMON LABORERS	\$45.00	20	HOUR	\$900.00	0	\$0.00	0	\$0.00
17	2123 601	STREET SWEEPER (WITH PICKUP BROOM)	\$125.00	8	HOUR	\$1,000.00	0	\$0.00	2	\$250.00
18	2211 503	AGGREGATE BASE (CV), CLASS 5	\$25.00	1590	CU YD	\$39,750.00	0	\$0.00	0	\$0.00
19	2215 501	FULL DEPTH RECLAMATION (P)	\$2.10	11731	SQ YD	\$24,635.10	0	\$0.00	0	\$0.00
20	2232 501	MILL BITUMINOUS PAVEMENT (4")	\$5.50	155	SQ YD	\$852.50	0	\$0.00	0	\$0.00
21	-	BITUMINOUS PATCH	\$28.00	130	SQ YD	\$3,640.00	0	\$0.00	0	\$0.00
22	2360 501	TYPE SP 12.5 WEARING COURSE MIXTURE (2.C)	\$48.00	4945	TON	\$237,360.00	0	\$0.00	0	\$0.00
23	2503 541	12" HDPE PIPE SEWER (STORM)	\$37.50	13	LIN FT	\$487.50	0	\$0.00	8	\$300.00
24	2503 541	12" RC PIPE SEWER DESIGN 3006 CLASS V	\$41.00	357	LIN FT	\$14,637.00	0	\$0.00	359	\$14,719.00
25	2503 541	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$44.00	8	LIN FT	\$352.00	0	\$0.00	8	\$352.00
26	2503 541	24" RC PIPE SEWER DESIGN 3006 CLASS III	\$52.00	733	LIN FT	\$38,116.00	0	\$0.00	732	\$38,064.00
27	2503 541	30" RC PIPE SEWER DESIGN 3006 CLASS III	\$66.00	170	LIN FT	\$11,220.00	0	\$0.00	161	\$10,626.00
28	2503 541	33" RC PIPE SEWER DESIGN 3006 CLASS III	\$81.00	146	LIN FT	\$11,826.00	0	\$0.00	146	\$11,826.00
29	2503 541	36" RC PIPE SEWER DESIGN 3006 CLASS III	\$82.00	1498	LIN FT	\$122,836.00	0	\$0.00	1,488	\$122,016.00
30	2503 541	42" RC PIPE SEWER DESIGN 3006 CLASS III	\$145.00	6	LIN FT	\$870.00	0	\$0.00	5	\$725.00
31	2506 501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	\$330.00	32.00	LIN FT	\$10,560.00	0	\$0.00	32.00	\$10,560.00
32	2506 501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	\$350.00	4.71	LIN FT	\$1,648.50	0	\$0.00	4.71	\$1,648.50
33	2506 501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	\$400.00	68.28	LIN FT	\$27,312.00	0	\$0.00	68.28	\$27,312.00
34	2506 501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	\$535.00	20.25	LIN FT	\$10,833.75	0	\$0.00	20.25	\$10,833.75
35	2506 501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	\$650.00	7.00	LIN FT	\$4,550.00	0	\$0.00	7.00	\$4,550.00
36	2506 501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	\$1,250.00	5.80	LIN FT	\$7,250.00	0	\$0.00	5.80	\$7,250.00
37	2506 516	R-3250 DVSP CASTING ASSEMBLY	\$1,000.00	35	EACH	\$35,000.00	0	\$0.00	0	\$0.00
38	2506 516	R-1733 CASTING ASSEMBLY	\$700.00	1	EACH	\$700.00	0	\$0.00	0	\$0.00
39	2506 516	R-2573 CASTING ASSEMBLY	\$575.00	2	EACH	\$1,150.00	0	\$0.00	0	\$0.00
40	2506 521	RE-INSTALL CASTING (SANITARY)	\$500.00	18	EACH	\$9,000.00	0	\$0.00	0	\$0.00
41	2506 602	ADJUST FRAME RING & CASTING (SANITARY)	\$1,300.00	9	EACH	\$11,700.00	0	\$0.00	6	\$7,800.00
42	2506 620	CONNECT TO EXISTING STORM SEWER (PIPE)	\$525.00	6	EACH	\$3,150.00	0	\$0.00	6	\$3,150.00
43	2506 620	CONNECT TO EXISTING DRAINAGE STRUCTURE	\$900.00	3	EACH	\$2,700.00	0	\$0.00	3	\$2,700.00
44	2521 501	6" CONCRETE WALK	\$7.00	287	SQ FT	\$2,009.00	0	\$0.00	0	\$0.00
45	2531 501	CONCRETE CURB & GUTTER, DESIGN B618	\$17.00	2330	LIN FT	\$39,610.00	0	\$0.00	0	\$0.00
46	2531 501	CONCRETE CURB & GUTTER, DESIGN B624	\$14.50	4488	LIN FT	\$65,076.00	0	\$0.00	0	\$0.00
47	2531 507	8" CONCRETE DRIVEWAY PAVEMENT	\$63.00	14	SQ YD	\$882.00	0	\$0.00	0	\$0.00
48	2531 604	8" CONCRETE VALLEY GUTTER	\$80.00	80	SQ YD	\$6,400.00	0	\$0.00	0	\$0.00
49	2531 618	TRUNCATED DOMES	\$42.00	32	SQ FT	\$1,344.00	0	\$0.00	0	\$0.00
50	2540 602	MAILBOX SUPPORT	\$132.00	6	EACH	\$792.00	0	\$0.00	0	\$0.00
51	2563 601	TRAFFIC CONTROL	\$3,100.00	1.00	LUMP SUM	\$3,100.00	0.00	\$0.00	0.50	\$1,550.00
52	2564 602	INSTALL SIGNS	\$80.00	44	EACH	\$3,520.00	0	\$0.00	0	\$0.00
53	2564 602	FURNISH TYPE C SIGNS	\$80.00	25	EACH	\$2,000.00	0	\$0.00	0	\$0.00
54	2564 515	FURNISH & INSTALL SIGN POST	\$55.00	2	EACH	\$110.00	0	\$0.00	0	\$0.00
55	2571 501	DECIDUOUS TREE 6' HT B&B	\$685.00	1	TREE	\$685.00	0	\$0.00	0	\$0.00
56	2573 530	STORM DRAIN INLET PROTECTION	\$135.00	52	EACH	\$7,020.00	0	\$0.00	32	\$4,320.00
57	2573 535	STABILIZED CONSTRUCTION EXIT	\$550.00	1	LUMP SUM	\$550.00	0.00	\$0.00	0.00	\$0.00
58	2573 550	EROSION CONTROL SUPERVISOR	\$1,105.30	1	LUMP SUM	\$1,105.30	0.00	\$0.00	0.50	\$552.65
59	2574 508	FERTILIZER TYPE 1	\$0.79	232	POUND	\$183.28	0	\$0.00	0	\$0.00
60	2574 525	COMMON TOPSOIL BORROW (LV)	\$31.81	1072	CU YD	\$34,100.32	0	\$0.00	0	\$0.00
61	2575 501	SEEDING	\$527.66	1.16	ACRE	\$612.09	0.00	\$0.00	0.00	\$0.00
62	2575 502	SEED MIXTURE 25-131	\$3.00	384	POUND	\$1,152.00	0	\$0.00	0	\$0.00
63	2575 505	SODDING TYPE LAWN	\$6.25	4031	SQ YD	\$25,193.75	0	\$0.00	0	\$0.00
64	2575 523	EROSION CONTROL BLANKET CATEGORY 3	\$1.69	500	SQ YD	\$845.00	0	\$0.00	0	\$0.00
65	2575 562	HYDRAULIC MATRIX TYPE FIBER REINFORCED MATRIX	\$2.10	4640	POUND	\$9,744.00	0	\$0.00	0	\$0.00
66	2582 502	4" BROKEN LINE YELLOW-PAINT	\$0.16	850	LIN FT	\$136.00	0	\$0.00	0	\$0.00
67	2582 502	4" DOUBLE SOLID LINE YELLOW-PAINT	\$0.32	1764	LIN FT	\$564.48	0	\$0.00	0	\$0.00
68	2582 502	4" SOLID LINE WHITE-PAINT	\$2.11	65	LIN FT	\$137.15	0	\$0.00	0	\$0.00
69	2582 502	8" SOLID LINE WHITE-PAINT	\$0.21	10009	LIN FT	\$2,101.89	0	\$0.00	0	\$0.00
70	2611 4J	ADJUST GATE VALVE BOX & COVER	\$165.00	19	EACH	\$3,135.00	0	\$0.00	0	\$0.00
71	2611 4J	REPLACE GATE VALVE BOX & COVER	\$725.00	5	EACH	\$3,625.00	0	\$0.00	0	\$0.00
72	-	MAINTAIN AND REINSTALL IRRIGATION SYSTEMS	\$5,500.00	1.00	LUMP SUM	\$5,500.00	0.00	\$0.00	0.00	\$0.00
73	-	CHEMICAL INJECTION ACCESS SET-UP	\$1,600.00	1	EACH	\$1,600.00	0	\$0.00	0	\$0.00
74	-	CHEMICAL INJECTION GROUTING-JOINTS GROUTED (66" RC PIPE)	\$1,900.00	10	EACH	\$19,000.00	0	\$0.00	0	\$0.00
		TOTAL BID AMOUNT:				\$1,090,108.01		\$0.00		\$432,254.70
CHANGE ORDER NO. 1										
1	2511 501	RIP RAP	\$381.15	1	LUMP SUM	\$381.15	0	\$0.00	1	\$381.15
2	2573 533	SEDIMENT CONTROL LOG TYPE BIORLL	\$4.68	773	LIN FT	\$3,617.64	0	\$0.00	773	\$3,617.64
3	2611 4A	UNIVERSAL ROAD INTERSECTION WATERMAIN REMOVAL	\$1,693.40	1	LUMP SUM	\$1,693.40	0	\$0.00	1	\$1,693.40
4	2611 4A	WATERMAIN CROSSING LOWERING STATION 30+30	\$4,192.35	1	LUMP SUM	\$4,192.35	0	\$0.00	1	\$4,192.35
5	2611 4A	WATERMAIN CROSSING LOWERING STATION 34+12	\$3,062.80	1	LUMP SUM	\$3,062.80	0	\$0.00	1	\$3,062.80
		SUBTOTAL CHANGE ORDER NO. 1				\$12,947.34		\$0.00		\$12,947.34
		TOTAL BID AMOUNT PLUS CHANGE ORDER NO. 1:				\$1,103,055.35		\$0.00		\$445,202.04

Date of Issuance:	Effective Date:	Council Approval
Owner: City of Baxter	Owner's Contract No.:	4416
Contractor: Tri-City Paving, Inc.	Contractor's Project No.:	
Engineer: Widseth Smith Nolting	Engineer's Project No.:	0102B0379.000
Project: 2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Improvements	Contract Name:	Municipal Project Numbers 4416

The Contract is modified as follows upon execution of this Change Order:

Description: Change In Contract Time

Attachments: Tri-City Paving, Inc. Letter dated August 24, 2016 and WSN Memo dated August 26, 2016.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$806,167.45</u>	Original Contract Times: Substantial Completion: <u>August 12, 2016</u> Ready for Final Payment: <u>August 26, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders: <u>\$ 0</u>	Increase from previously approved Change Orders: Substantial Completion: <u>August 26, 2016</u> Ready for Final Payment: <u>September 2, 2016</u>
Contract Price prior to this Change Order: <u>\$806,167.45</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 26, 2016</u> Ready for Final Payment: <u>September 2, 2016</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 0</u>	Increase of this Change Order: Substantial Completion: <u>September 9, 2016</u> Ready for Final Payment: <u>September 16, 2016</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 806,167.45</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 9, 2016</u> Ready for Final Payment: <u>September 16, 2016</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____



August 26, 2016

Tim Otremba
Tri-City Paving, Inc.
13504 Haven Road
PO Box 326
Little Falls, MN 56345

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

218.829.5117 
218.829.2517 

Brainerd@wsn.us.com 

WidsethSmithNolting.com

Re: Contract Time Extension Request
2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Improvements
Municipal Project Numbers 4416
Baxter, Minnesota
WSN Job No. 0102B0379.000

Dear Mr. Otremba:

This letter is written in response to the letter received by email on August 24, 2016 regarding a contract time extension request (see attached). This letter will be copied to the City and serve as the Engineer's recommendation and formal action regarding the written request.

As of August 26, 2016 (the revised substantial completion date) all bituminous paving operations are complete and all roadways are open to traffic. Items of work remaining include the following:

- Pave Cemetery roadways
- Misc. bituminous patching
- Southdale Park trail paving
- Topsoil shouldering and seeding
- Sod on College Road
- Pavement markings

It is our determination a contract time extension is warranted based on the additional work listed in your letter. Based the schedule discussion at our August 25, 2016 construction meeting, we are recommending the following revised completion dates.:

Substantial Completion:	September 9, 2016
Final Completion:	September 16, 2016

This letter will serve as the Engineer's recommendation on the attached correspondence and a change order will be prepared reflecting the decisions outlined above. In accordance with the General Conditions, the Engineer's decision is final and binding. If the City or Contractor are not in agreement with the Engineer's determination, please refer to General Conditions Article 12.

Please feel free to give me a call if you have any questions regarding our review and recommendations as presented.

Sincerely,

Widseth Smith Nolting & Associates, Inc.

Aric Welch, P.E.

Enc.

Cc: Trevor Walter, City of Baxter

- Hot Mix
- Granite
- Ready Mix Concrete
- Driveways
- Dust Control
- Sand & Gravel



REMI-MIX
CONCRETE

BOX 326 • LITTLE FALLS, MINNESOTA 56345
(320) 632-5435 or (320) 251-1818
LITTLE FALLS ST. CLOUD

August 24, 2016

City of Baxter

Attn: Aric Welch

RE: TIME EXTENTION REQUEST

Due to the amount of driveways and the extra work asked of us:

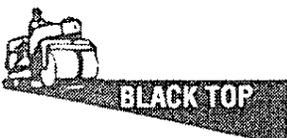
- Cemetery
- Regrade yard on Maplewood
- Extra pipe work on Maplewood
- Extra curb on Maplewood
- The changes in milling preformed
- Extra curb and ADA ramps on College Drive
- Extra patches outside of work area

Tri-City Paving would like an extension of time to finish the topsoil and seeding, all of the milling and paving is complete on the project with exceptions of the extra work.

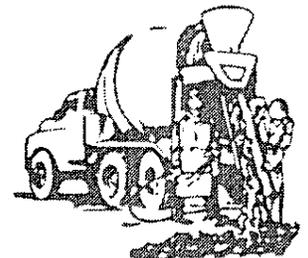
Thank you,



Tim Otrempa



AN EQUAL OPPORTUNITY EMPLOYER



**PARTIAL PAYMENT ESTIMATE
NUMBER 2**

Name of Contractor:	Tri-City Paving, Inc. 13504 Hven Road, PO Box 326 Little Falls, MN 56345		
Name of Owner:	City of Baxter 13190 Memorywood Drive, PO Box 2626 Baxter, MN 56425		
Date of Completion:		Amount of Contract:	
Original: See Agreement		Original: \$806,167.45	Dates of Estimate:
Revised:		Revised:	From: 7/22/16 To: 8/25/16

Description of Project:
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS
MUNICIPAL PROJECT NUMBER 4416
BAXTER, MN

ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
2021.501	MOBILIZATION	1	LUMP SUM	\$35,000.00	\$35,000.00	0.6	\$21,000.00	1	\$35,000.00
2101.502	CLEARING	5	TREE	\$100.00	\$500.00			2	\$200.00
2101.507	GRUBBING	5	TREE	\$100.00	\$500.00			2	\$200.00
2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	480	LIN FT	\$3.00	\$1,440.00				
2104.501	REMOVE SEWER PIPE (STORM)	51	LIN FT	\$25.00	\$1,275.00	3	\$75.00	54	\$1,350.00
2104.501	REMOVE CURB AND GUTTER	1297	LIN FT	\$4.00	\$5,188.00	46	\$184.00	1364	\$5,456.00
2104.501	REMOVE SANITARY SERVICE PIPE	46	LIN FT	\$25.00	\$1,150.00			20	\$500.00
2104.501	REMOVE WATER SERVICE PIPE	46	LIN FT	\$25.00	\$1,150.00			20	\$500.00
2104.505	REMOVE CONCRETE PAVEMENT	130	SQ YD	\$10.00	\$1,300.00			151	\$1,510.00
2104.505	REMOVE BITUMINOUS PAVEMENT	1850	SQ YD	\$1.00	\$1,850.00	747	\$747.00	2380	\$2,380.00
2104.509	REMOVE CASTING	13	EACH	\$200.00	\$2,600.00	1	\$200.00	15	\$3,000.00
2104.509	REMOVE CURB STOP AND BOX	2	EACH	\$500.00	\$1,000.00			2	\$1,000.00
2104.509	REMOVE SANITARY CLEANOUT	2	EACH	\$500.00	\$1,000.00			2	\$1,000.00
2104.509	REMOVE DRAINAGE STRUCTURE	1	EACH	\$1,000.00	\$1,000.00			1	\$1,000.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	263	LIN FT	\$3.00	\$789.00			169	\$507.00
2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2216	LIN FT	\$1.00	\$2,216.00	661	\$661.00	2519	\$2,519.00
2104.523	SALVAGE SIGN TYPE C	4	EACH	\$30.00	\$120.00			4	\$120.00
2104.601	RELOCATE MAILBOXES AND SUPPORT	1	LUMP SUM	\$100.00	\$100.00			1	\$100.00
2104.601	RELOCATE BUILDING SIGN	1	LUMP SUM	\$2,000.00	\$2,000.00	0.75	\$1,500.00	1	\$2,000.00
2104.601	SALVAGE IRRIGATION EQUIPMENT	1	LUMP SUM	\$2,000.00	\$2,000.00	1	\$2,000.00	1	\$2,000.00
2105.501	COMMON EXCAVATION	1440	CU YD	\$10.00	\$14,400.00	280	\$2,800.00	1460	\$14,600.00
2105.604	DITCH EXCAVATION	835	SQ YD	\$3.00	\$2,505.00	1357	\$4,071.00	1357	\$4,071.00
2211.503	AGGREGATE BASE (CV) CLASS 5	280	CU YD	\$20.00	\$5,600.00	186	\$3,720.00	415	\$8,300.00
2112.603	RECLAIMED AGGREGATE BASE PREPARATION	20	ROAD STA	\$100.00	\$2,000.00			20	\$2,000.00
2123.610	STREET SWEEPER (TYPE WET PICKUP)	23	HOUR	\$50.00	\$1,150.00	3	\$150.00	3	\$150.00
2130.501	WATER	100	MGAL	\$10.00	\$1,000.00			110	\$1,100.00
2215.501	FULL DEPTH RECLAMATION	9460	SQ YD	\$1.00	\$9,460.00			9460	\$9,460.00
2232.501	MILL BITUMINOUS SURFACE (1.5")	62338	SQ YD	\$1.00	\$62,338.00	62338	\$62,338.00	62338	\$62,338.00
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	68	SQ YD	\$10.00	\$680.00				
2302.618	SPOT FULL DEPTH REPAIR	1010	SQ YD	\$10.00	\$10,100.00	2219	\$22,190.00	2219	\$22,190.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	7170	TON	\$40.00	\$286,800.00	7361.56	\$294,462.40	7361.56	\$294,462.40
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	2615	TON	\$47.00	\$122,905.00	1010.97	\$47,515.59	2310.97	\$108,615.59
2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	47	LIN FT	\$50.00	\$2,350.00	42	\$2,100.00	89	\$4,450.00
2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	51	LIN FT	\$50.00	\$2,550.00			51	\$2,550.00
2503.602	MANHOLE ADJUSTING RINGS	20	EACH	\$50.00	\$1,000.00	27	\$1,350.00	27	\$1,350.00
2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	1	EACH	\$1,000.00	\$1,000.00			2	\$2,000.00
2503.602	CONNECT TO EXISTING WATER SERVICE	2	EACH	\$1,000.00	\$2,000.00			2	\$2,000.00
2504.601	INSTALL IRRIGATION EQUIPMENT	1	LUMP SUM	\$5,000.00	\$5,000.00	1	\$5,000.00	1	\$5,000.00
2504.602	ADJUST VALVE BOX	16	EACH	\$200.00	\$3,200.00	2	\$400.00	15	\$3,000.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	7.82	LIN FT	\$300.00	\$2,346.00	8.58	\$2,574.00	14.4	\$4,320.00
2506.516	CASTING ASSEMBLY (700-7)	6	EACH	\$750.00	\$4,500.00	6	\$4,500.00	6	\$4,500.00
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	12	EACH	\$500.00	\$6,000.00			12	\$6,000.00
2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	23	EACH	\$500.00	\$11,500.00	11	\$5,500.00	15	\$7,500.00
2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EACH	\$2,500.00	\$2,500.00			1	\$2,500.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B612	262	LIN FT	\$20.00	\$5,240.00			266	\$5,320.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	673	LIN FT	\$25.00	\$16,825.00	81	\$2,025.00	656	\$16,400.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	613	LIN FT	\$25.00	\$15,325.00	581	\$14,525.00	780	\$19,500.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	81	SQ YD	\$80.00	\$6,480.00	60.67	\$4,853.60	60.67	\$4,853.60
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	32	SQ YD	\$100.00	\$3,200.00			53.2	\$5,320.00
2531.603	CONCRETE GUTTER DESIGN SPECIAL	42	LIN FT	\$100.00	\$4,200.00	42	\$4,200.00	42	\$4,200.00
2531.604	8" CONCRETE VALLEY GUTTER	53	SQ YD	\$100.00	\$5,300.00	53	\$5,300.00	53	\$5,300.00
2531.618	TRUNCATED DOMES	108	SQ FT	\$50.00	\$5,400.00	80	\$4,000.00	80	\$4,000.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$12,000.00	\$12,000.00	0.75	\$9,000.00	1	\$12,000.00
2564.550	DELINEATOR TYPE X4-13	16	EACH	\$85.00	\$1,360.00				
2564.602	INSTALL SIGN	4	EACH	\$100.00	\$400.00				
2565.602	RIGID PVC LOOP DETECTOR 6"X6"	6	EACH	\$1,000.00	\$6,000.00			2	\$2,000.00
2571.502	DECIDUOUS TREE 10' HT B&B	5	TREE	\$700.00	\$3,500.00	10	\$7,000.00	10	\$7,000.00
2573.530	STORM DRAIN INLET PROTECTION	26	EACH	\$120.00	\$3,120.00			24	\$2,880.00
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	400	LIN FT	\$5.00	\$2,000.00	30	\$150.00	440	\$2,200.00
2573.535	STABILIZED CONSTRUCTION EXIT	2	LUMP SUM	\$1,000.00	\$2,000.00				
2574.525	SCREENED TOPSOIL BORROW (LV)	655	CU YD	\$30.00	\$19,650.00	190	\$5,700.00	190	\$5,700.00
2575.505	SODDING TYPE LAWN	937	SQ YD	\$6.00	\$5,622.00				
2575.604	SITE RESTORATION	9414	SQ YD	\$4.50	\$42,363.00	204	\$918.00	204	\$918.00
2582.501	PAVEMENT MESSAGE PAINT	190	SQ FT	\$5.25	\$997.50	126	\$661.50	126	\$661.50
2582.502	4" SOLID LINE PAINT	2495	LIN FT	\$0.45	\$1,122.75	852	\$383.40	852	\$383.40
2582.502	8" SOLID LINE PAINT	204	LIN FT	\$1.50	\$306.00				
2582.502	12" SOLID LINE PAINT	125	LIN FT	\$4.00	\$500.00	130	\$520.00	130	\$520.00
2582.502	4" BROKEN LINE PAINT	3274	LIN FT	\$0.30	\$982.20	100	\$300.00	100	\$300.00
2582.502	4" DOUBLE SOLID LINE PAINT	8270	LIN FT	\$0.60	\$4,962.00	1621	\$972.60	1621	\$972.60
2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	46	LIN FT	\$50.00	\$2,300.00			20	\$1,000.00
2611.4D	1-1/2" CURB STOP & BOX	2	EACH	\$1,500.00	\$3,000.00			2	\$3,000.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	46	LIN FT	\$50.00	\$2,300.00			20	\$1,000.00
2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	2	EACH	\$500.00	\$1,000.00			2	\$1,000.00
2621.4H	1' MANHOLE CONCRETE SECTION	1	EACH	\$2,000.00	\$2,000.00			1	\$2,000.00
-	SCOURSTOP TRANSITION MAT	11	SQ YD	\$150.00	\$1,650.00	2	\$300.00	6	\$900.00
TOTAL:				\$806,167.45		\$545,577.09		\$741,858.09	

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$545,577.09	\$741,858.09
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE)	\$22,168.12	\$37,092.90
RETAINAGE RELEASED	\$4,703.31	
PREVIOUS PAYMENTS		\$176,852.90
AMOUNT DUE	\$528,112.29	\$528,112.29

Estimated Percentage Completed:

92.0%

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 : TRI-CITY PAVING, 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 1 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS
MUNICIPAL PROJECT NUMBER 4416
 Thursday, August 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	MILL & OVERLAY						
					CONTRACT		THIS PERIOD		TOTAL TO DATE		
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
2021.501		MOBILIZATION	LUMP SUM	\$35,000.00							
2101.502		CLEARING	TREE	\$100.00	0.6	\$21,000.00	0.6	\$21,000.00	0.6	\$21,000.00	
2101.507		GRUBBING	TREE	\$100.00							
2102.502		PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00							
2104.501		REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00			3	\$75.00	3	\$75.00	
2104.501		REMOVE CURB AND GUTTER	LIN FT	\$4.00							
2104.501		REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00							
2104.501		REMOVE WATER SERVICE PIPE	LIN FT	\$25.00							
2104.505		REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00							
2104.505		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00							
2104.506		REMOVE CASTING	EACH	\$200.00	303	\$303.00	411	\$411.00	411	\$411.00	
2104.509		REMOVE CURB STOP AND BOX	EACH	\$500.00							
2104.509		REMOVE SANITARY CLEANOUT	EACH	\$500.00							
2104.509		REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00							
2104.511		SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00							
2104.511		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00							
2104.523		SALVAGE SIGN TYPE C	EACH	\$30.00							
2104.601		RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00							
2104.601		RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00							
2104.601		SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00							
2105.501		COMMON EXCAVATION	CU YD	\$10.00							
2105.604		DITCH EXCAVATION	SQ YD	\$3.00							
2211.503		AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00	835	\$2,505.00	1357	\$4,071.00	1357	\$4,071.00	
2112.603		RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00			6	\$120.00	6	\$120.00	
2123.610		STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00	10	\$500.00					
2130.501		WATER	MGAL	\$10.00							
2215.501		FULL DEPTH RECLAMATION	SQ YD	\$1.00							
2232.501		MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00							
2302.604		BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00							
2302.618		SPOT FULL DEPTH REPAIR	SQ YD	\$10.00							
2303.501		TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	TON	\$40.00	1010	\$10,100.00	2219	\$22,190.00	2219	\$22,190.00	
2303.501		TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	TON	\$47.00	7170	\$286,800.00	6986	\$279,440.00	6986	\$279,440.00	
2503.541		12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00			35.73	\$1,879.31	35.73	\$1,879.31	
2503.541		15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00			42	\$2,100.00	42	\$2,100.00	
2503.602		MANHOLE ADJUSTING RINGS	EACH	\$50.00	20	\$1,000.00	27	\$1,350.00	27	\$1,350.00	
2503.602		CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00							
2503.602		CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00							
2504.601		INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00							
2504.602		ADJUST VALVE BOX	EACH	\$200.00	3	\$600.00	2	\$400.00	2	\$400.00	
2506.501		CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00			6.24	\$1,872.00	6.24	\$1,872.00	
2506.516		CASTING ASSEMBLY (100-7)	EACH	\$750.00	4	\$3,000.00	2	\$1,500.00	2	\$1,500.00	
2506.602		RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00							
2506.602		ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00	16	\$8,000.00	8	\$4,000.00	8	\$4,000.00	
2506.602		CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00							
2531.501		CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00	262	\$5,240.00					
2531.501		CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00			81	\$2,025.00	81	\$2,025.00	
2531.501		CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00							
2531.507		6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00							
2531.507		8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00	37	\$2,960.00	6.67	\$533.60	6.67	\$533.60	
2531.603		CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00							
2531.604		8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00							
2531.618		TRUNCATED DOWNS	SQ FT	\$50.00	60	\$3,000.00	20	\$1,000.00	20	\$1,000.00	
2563.601		TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.6	\$7,200.00	0.6	\$7,200.00	0.6	\$7,200.00	
2564.550		DELINEATOR TYPE X4-13	EACH	\$85.00	16	\$1,360.00					
2564.602		INSTALL SIGN	EACH	\$100.00							
2565.602		RIGID PVC LOOP DETECTOR 6"X6"	EACH	\$1,000.00							
2571.502		DECIDUOUS TREE 10' HT B&B	TREE	\$700.00			2	\$1,400.00	2	\$1,400.00	
2573.530		STORM DRAIN INLET PROTECTION	EACH	\$120.00							
2573.533		SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00			30	\$150.00	30	\$150.00	
2573.535		STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00							
2574.525		SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	496	\$14,880.00					
2575.505		SODDING TYPE LAWN	SQ YD	\$6.00							
2575.604		SITE RESTORATION	SQ YD	\$4.50	8934	\$40,203.00					
2582.501		PAVEMENT MESSAGE PAINT	SQ FT	\$5.25							
2582.502		4" SOLID LINE PAINT	LIN FT	\$0.45							
2582.502		8" SOLID LINE PAINT	LIN FT	\$1.50			90	\$135.00			
2582.502		12" SOLID LINE PAINT	LIN FT	\$4.00							
2582.502		4" BROKEN LINE PAINT	LIN FT	\$0.30			3154	\$946.20			
2582.502		4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60			6940	\$4,164.00			
2611.4A		1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00							
2611.4D		1-1/2" CURB STOP B BOX	EACH	\$1,500.00							
2621.4F		6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00							
2621.4F		6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00							
2621.4H		1' MANHOLE CONCRETE SECTION	EACH	\$2,000.00							
-		SCOURSTOP TRANSITION MAT	SQ YD	\$150.00							
TOTALS:						\$478,804.20		\$415,591.91		\$421,511.91	
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE):								\$20,483.60		\$21,075.60	
RETAINAGE RELEASED:											
PREVIOUS PAYMENTS										\$5,328.00	
AMOUNT DUE:								\$395,108.31		\$395,108.31	

PARTIAL PAY ESTIMATE 1 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
 Thursday, August 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	FULL DEPTH RECLAMATION						
					CONTRACT		THIS PERIOD		TOTAL TO DATE		
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
2021.501		MOBILIZATION	LUMP SUM	\$35,000.00							
2101.502		CLEARING	TREE	\$100.00	0.25	\$8,750.00			0.25	\$8,750.00	
2101.507		GRUBBING	TREE	\$100.00							
2102.502		PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00							
2104.501		REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00							
2104.501		REMOVE CURB AND GUTTER	LIN FT	\$4.00							
2104.501		REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00							
2104.501		REMOVE WATER SERVICE PIPE	LIN FT	\$25.00	810	\$3,240.00			774	\$3,096.00	
2104.505		REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00							
2104.505		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	32	\$320.00			53	\$530.00	
2104.509		REMOVE CASTING	EACH	\$200.00	73	\$73.00	84	\$84.00	197	\$197.00	
2104.509		REMOVE CURB STOP AND BOX	EACH	\$500.00	12	\$2,400.00			12	\$2,400.00	
2104.509		REMOVE SANITARY CLEANOUT	EACH	\$500.00							
2104.509		REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00							
2104.511		SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	250	\$750.00			158	\$474.00	
2104.511		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	685	\$685.00			839	\$839.00	
2104.523		SALVAGE SIGN TYPE C	EACH	\$30.00							
2104.601		RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00							
2104.601		RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00							
2104.601		SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00							
2105.501		COMMON EXCAVATION	CU YD	\$10.00	920	\$9,200.00			920	\$9,200.00	
2105.604		DITCH EXCAVATION	CU YD	\$3.00							
2211.503		AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00							
2112.603		RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	20	\$2,000.00			20	\$2,000.00	
2123.610		STREET SWEEPER (TYPE WET PICKUP)	HOURL	\$50.00	13	\$650.00	3	\$150.00	3	\$150.00	
2130.501		WATER	MGAL	\$10.00	100	\$1,000.00			110	\$1,100.00	
2215.501		FULL DEPTH RECLAMATION	SQ YD	\$1.00	9460	\$9,460.00			9460	\$9,460.00	
2232.501		MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00							
2302.604		BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00	18	\$180.00					
2302.618		SPOT FULL DEPTH REPAIR	SQ YD	\$10.00							
2360.501		TYPE SP 9 5 WEARING COURSE MIXTURE (2.B)	TON	\$40.00							
2360.501		TYPE SP 9 5 WEARING COURSE MIXTURE (2.C)	TON	\$47.00							
2503.541		12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00							
2503.541		15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00							
2503.602		MANHOLE ADJUSTING RINGS	EACH	\$50.00							
2503.602		CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00							
2503.602		CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00							
2504.601		INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00							
2504.602		ADJUST VALVE BOX	EACH	\$200.00							
2506.501		CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	13	\$2,600.00			13	\$2,600.00	
2506.516		CASTING ASSEMBLY (700-7)	EACH	\$750.00							
2506.602		RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00	12	\$6,000.00			12	\$6,000.00	
2506.602		ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00	7	\$3,500.00	3	\$1,500.00	7	\$3,500.00	
2506.602		CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00							
2531.501		CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00							
2531.501		CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00	673	\$16,825.00			575	\$14,375.00	
2531.501		CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	137	\$3,425.00			199	\$4,975.00	
2531.507		6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00							
2531.507		8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00	32	\$3,200.00			53.2	\$5,320.00	
2531.603		CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00							
2531.604		8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00							
2531.618		TRUNCATED DOMES	SQ FT	\$50.00							
2563.601		TRAFFIC CONTROL	LUMP SUM	\$12,000.00							
2564.550		DELINEATOR TYPE X4-13	EACH	\$85.00	0.25	\$3,000.00			0.25	\$3,000.00	
2564.602		INSTALL SIGN	EACH	\$100.00							
2565.602		RIGID PVC LOOP DETECTOR 6"X6"	EACH	\$1,000.00	6	\$6,000.00			2	\$2,000.00	
2571.502		DECIDUOUS TREE 10' HT B&B	TREE	\$700.00							
2573.530		STORM DRAIN INLET PROTECTION	EACH	\$120.00	23	\$2,760.00			20	\$2,400.00	
2573.533		SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00	400	\$2,000.00			410	\$2,050.00	
2573.535		STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00	2	\$2,000.00					
2574.525		SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	53	\$1,590.00	22	\$660.00	22	\$660.00	
2575.505		SODDING TYPE LAWN	SQ YD	\$6.00							
2575.604		SITE RESTORATION	SQ YD	\$4.50	480	\$2,160.00	204	\$918.00	204	\$918.00	
2582.501		PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	144	\$756.00	126	\$661.50	126	\$661.50	
2582.502		4" SOLID LINE PAINT	LIN FT	\$0.45	920	\$414.00	852	\$383.40	852	\$383.40	
2582.502		8" SOLID LINE PAINT	LIN FT	\$1.50							
2582.502		12" SOLID LINE PAINT	LIN FT	\$4.00	125	\$500.00	130	\$520.00	130	\$520.00	
2582.502		4" BROKEN LINE PAINT	LIN FT	\$0.30	120	\$36.00	100	\$30.00	100	\$30.00	
2582.502		4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	1280	\$768.00	1621	\$972.60	1621	\$972.60	
2611.4A		1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00							
2611.4D		1-1/2" CURB STOP & BOX	EACH	\$1,500.00							
2621.4F		6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00							
2621.4F		6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00							
2621.4H		1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00	1	\$2,000.00			1	\$2,000.00	
-		SCOURSTOP TRANSITION MAT	SQ YD	\$150.00							

TOTALS:						\$206,342.00		\$51,715.78		\$197,497.78
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE):										\$9,874.89
RETAINAGE RELEASED:								\$4,703.31		
PREVIOUS PAYMENTS										\$131,203.80
AMOUNT DUE:								\$56,419.09		\$56,419.09

PARTIAL PAY ESTIMATE 1 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
 Thursday, August 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TURN LANE IMPROVEMENTS										
					CONTRACT		THIS PERIOD		TOTAL TO DATE						
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT					
2021.501		MOBILIZATION	LUMP SUM	\$35,000.00											
2101.502		CLEARING	TREE	\$100.00	5	\$500.00			5	\$500.00			5	\$500.00	
2101.507		GRUBBING	TREE	\$100.00	5	\$500.00			5	\$500.00			5	\$500.00	
2102.502		PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00	480	\$1,440.00			480	\$1,440.00			480	\$1,440.00	
2104.501		REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00	51	\$1,275.00			51	\$1,275.00			51	\$1,275.00	
2104.501		REMOVE CURB AND GUTTER	LIN FT	\$4.00	487	\$1,948.00	46	\$184.00	590	\$2,360.00			590	\$2,360.00	
2104.501		REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00	46	\$1,150.00			46	\$1,150.00			46	\$1,150.00	
2104.501		REMOVE WATER SERVICE PIPE	LIN FT	\$25.00	46	\$1,150.00			46	\$1,150.00			46	\$1,150.00	
2104.505		REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	98	\$980.00			98	\$980.00			98	\$980.00	
2104.505		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	1474	\$1,474.00	252	\$252.00	1772	\$1,772.00			1772	\$1,772.00	
2104.509		REMOVE CASTING	EACH	\$200.00	1	\$200.00	1	\$200.00	2	\$400.00			2	\$400.00	
2104.509		REMOVE CURB STOP AND BOX	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00			2	\$1,000.00	
2104.509		REMOVE SANITARY CLEANOUT	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00			2	\$1,000.00	
2104.509		REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00	1	\$1,000.00			1	\$1,000.00			1	\$1,000.00	
2104.511		SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	13	\$39.00			13	\$39.00			13	\$39.00	
2104.511		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	1111	\$1,111.00	224	\$224.00	1243	\$1,243.00			1243	\$1,243.00	
2104.523		SALVAGE SIGN TYPE C	EACH	\$30.00	4	\$120.00			4	\$120.00			4	\$120.00	
2104.601		RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00	1	\$100.00			1	\$100.00			1	\$100.00	
2104.601		RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00	1	\$2,000.00	0.75	\$1,500.00	1	\$2,000.00			1	\$2,000.00	
2104.601		SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00			1	\$2,000.00	
2105.501		COMMON EXCAVATION	CU YD	\$10.00	520	\$5,200.00	280	\$2,800.00	540	\$5,400.00			540	\$5,400.00	
2105.604		DITCH EXCAVATION	SQ YD	\$3.00											
2211.503		AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00	280	\$5,600.00	180	\$3,600.00	409	\$8,180.00			409	\$8,180.00	
2112.603		RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00											
2123.610		STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00											
2130.501		WATER	MGAL	\$10.00											
2215.501		FULL DEPTH RECLAMATION	SQ YD	\$1.00											
2232.501		MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00											
2302.604		BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00											
2302.618		SPOT FULL DEPTH REPAIR	SQ YD	\$10.00											
2360.501		TYPE SP 9 WEARING COURSE MIXTURE (2.B)	TON	\$40.00											
2360.501		TYPE SP 9 WEARING COURSE MIXTURE (2.C)	TON	\$47.00											
2503.541		12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	47	\$2,350.00			47	\$2,350.00			47	\$2,350.00	
2503.541		15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	51	\$2,550.00			51	\$2,550.00			51	\$2,550.00	
2503.602		MANHOLE ADJUSTING RINGS	EACH	\$50.00											
2503.602		CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00	1	\$1,000.00			2	\$2,000.00			2	\$2,000.00	
2503.602		CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00	2	\$2,000.00			2	\$2,000.00			2	\$2,000.00	
2504.601		INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00			1	\$5,000.00	
2504.602		ADJUST VALVE BOX	EACH	\$200.00											
2506.501		CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	7.82	\$2,346.00	2.34	\$702.00	8.16	\$2,448.00			8.16	\$2,448.00	
2506.516		CASTING ASSEMBLY (700-7)	EACH	\$750.00	2	\$1,500.00	4	\$3,000.00	4	\$3,000.00			4	\$3,000.00	
2506.602		RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00											
2506.602		ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00											
2506.602		CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00	1	\$2,500.00			1	\$2,500.00			1	\$2,500.00	
2531.501		CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00											
2531.501		CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00											
2531.501		CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	476	\$11,900.00	581	\$14,525.00	581	\$14,525.00			581	\$14,525.00	
2531.507		6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00	44	\$3,520.00	54	\$4,320.00	54	\$4,320.00			54	\$4,320.00	
2531.507		8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00											
2531.603		CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00	42	\$4,200.00	42	\$4,200.00	42	\$4,200.00			42	\$4,200.00	
2531.604		8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00	53	\$5,300.00	53	\$5,300.00	53	\$5,300.00			53	\$5,300.00	
2531.618		TRUNCATED DOMES	SQ FT	\$50.00	48	\$2,400.00	69	\$3,450.00	69	\$3,450.00			69	\$3,450.00	
2563.601		TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.15	\$1,800.00	0.15	\$1,800.00	0.15	\$1,800.00			0.15	\$1,800.00	
2564.550		DELINEATOR TYPE X4-13	EACH	\$85.00											
2564.602		INSTALL SIGN	EACH	\$100.00	4	\$400.00									
2565.602		RIGID PVC LOOP DETECTOR 6"X6"	EACH	\$1,000.00											
2571.502		DECIDUOUS TREE 10' HT B&B	TREE	\$700.00	5	\$3,500.00	8	\$5,600.00	8	\$5,600.00			8	\$5,600.00	
2573.530		STORM DRAIN INLET PROTECTION	EACH	\$120.00	3	\$360.00			4	\$480.00			4	\$480.00	
2573.533		SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00											
2573.535		STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00											
2574.525		SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	106	\$3,180.00	168	\$5,040.00	168	\$5,040.00			168	\$5,040.00	
2575.505		SODDING TYPE LAWN	SQ YD	\$6.00	937	\$5,622.00									
2575.604		SITE RESTORATION	SQ YD	\$4.50											
2582.501		PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	46	\$241.50									
2582.502		4" SOLID LINE PAINT	LIN FT	\$0.45	1575	\$708.75									
2582.502		8" SOLID LINE PAINT	LIN FT	\$1.50	114	\$171.00									
2582.502		12" SOLID LINE PAINT	LIN FT	\$4.00											
2582.502		4" BROKEN LINE PAINT	LIN FT	\$0.30											
2582.502		4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	50	\$30.00									
2611.4A		1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00	46	\$2,300.00			20	\$1,000.00			20	\$1,000.00	
2611.4D		1-1/2" CURB STOP & BOX	EACH	\$1,500.00	2	\$3,000.00			2	\$3,000.00			2	\$3,000.00	
2621.4F		6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00	46	\$2,300.00			20	\$1,000.00			20	\$1,000.00	
2621.4F		6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00			2	\$1,000.00	
2621.4H		1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00											
-		SCOURSTOP TRANSITION MAT	SQ YD	\$150.00											

TOTALS:						\$121,021.25		\$78,269.40		\$122,848.40
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE):								\$1,684.52		\$6,142.42
RETAINAGE RELEASED:										
PREVIOUS PAYMENTS										\$40,121.10
AMOUNT DUE:								\$76,584.88		\$76,584.88

Date of Issuance:	Effective Date:	Council Approval
Owner: City of Baxter	Owner's Contract No.:	
Contractor: DeChantal Excavating, LLC	Contractor's Project No.:	
Engineer: Widseth Smith Nolting	Engineer's Project No.:	0102B0379.000
Project: Lift Station 8 Reconstruction	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: Change contract price for additional site work including grading and bituminous driveway pavement (\$3,185.50) and additional site restoration (\$660.00). Contract price reduction to review substitute (-\$270.00).

Attachments: DeChantal Excavating, LLC quotes dated July 30, 2016 and August 31, 2016 and WSN email.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$76,941.00</u>	Original Contract Times: Substantial Completion: <u>August 12, 2016</u> Ready for Final Payment: <u>August 26, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders: <u>\$0</u>	Increase from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price prior to this Change Order: <u>\$76,941.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 12, 2016</u> Ready for Final Payment: <u>August 26, 2016</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$3,575.50</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: <u>\$80,516.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 12, 2016</u> Ready for Final Payment: <u>August 26, 2016</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u><i>Arni Weir</i></u>	By: _____	By: <u><i>[Signature]</i></u>	By: _____	By: <u><i>[Signature]</i></u>	By: _____
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>PROJECT ENGINEER</u>	Title: _____	Title: <u>President</u>	Title: _____	Title: _____	Title: _____
Date: <u>9-7-16</u>	Date: _____	Date: <u>9-8-16</u>	Date: _____	Date: _____	Date: _____

Quote**DeChantal Excavating LLC**

P O Box 315
Brainerd, MN 56401

Date	Quote #
7/30/2016	889

Name / Address
City of Baxter. P O Box 2626 Baxter, MN 56425

Description	Quantity	Unit Cost	Unit	Total
* Change Order Request - Add To Lump Sum Contract				
* Baxter Lift Station #8				
* Additional Prep & Paving Area				
1. Prep and Pave per Revised Driveway Layout	1	2,895.50	LS	2,895.50
2. OH&P - 10%	1	290.00	LS	290.00
Total				\$3,185.50

Phone #	Fax #	E-mail
218-828-4636	218-824-1510	adechantal@gmail.com

Quote**DeChantal Excavating LLC**

P O Box 315
Brainerd, MN 56401

Date	Quote #
8/31/2016	905

Name / Address
City of Baxter. P O Box 2626 Baxter, MN 56425

Description	Quantity	Unit Cost	Unit	Total
* Change Order Request - Lift Station #8 Project 1. Topsoil and seed additional area - 1800 SF / 200 SY	1	660.00	LS	660.00
Total				\$660.00

Phone #	Fax #	E-mail
218-828-4636	218-824-1510	adechantal@gmail.com

Aric Welch

From: Aric Welch
Sent: Thursday, July 14, 2016 11:25 AM
To: 'adechantal@gmail.com'
Cc: Trevor Walter; Kevin Cassady - Baxter (kcassady@baxtermn.gov)
Subject: RE: Baxter Lift Station #8 Proposed Solution

Categories: Filed by Newforma

Al,

We have reviewed the request with City staff.

The repair proposed by Hancock concrete will be acceptable with the following additions:

- Seal affected area on outside of structure with Infra-Shield Gator Wrap.
- Attach a ¼" min. stainless steel plate on outside of structure over the wrap with 5/8" Ø x 4" LG stainless steel expansion bolts.

The request to use the existing structures with lift holes will be treated as a Substitute. In accordance with General Conditions 7.05.C, the Engineer's costs to evaluate the proposed substitute will be recorded and the Contractor will be responsible to reimburse the Owner for these costs. Total cost to date is \$270 (2 hours at \$135/hour).

If you have any questions, please give me a call.

Aric

From: adechantal@gmail.com [mailto:adechantal@gmail.com]
Sent: Wednesday, July 13, 2016 7:28 AM
To: Jon Minke <jon.minke@hancockconcrete.com>
Cc: Aric Welch <Aric.Welch@wsn.us.com>
Subject: Re: Baxter Lift Station #8 Proposed Solution

Aric

Any decision made on this?

Sent from my iPhone

On Jul 12, 2016, at 2:14 PM, Jon Minke <jon.minke@hancockconcrete.com> wrote:

Aric, did you decide anything on my proposed solution? I was just wondering because if we have to remake the structure I have to get it in the schedule. If it needs to be remade I think we can have it onsite around 7/21, depending on the trucking schedule. Let me know what you decide.

Thanks

On Mon, Jul 11, 2016 at 11:42 AM, Jon Minke <jon.minke@hancockconcrete.com> wrote:

Aric, click the links below to see our proposed solution for the lift holes. The Kwik-N-Sure plugs expand as the nut is tightened, then we would patch the holes on both sides with the Thoroseal. Let me know if this would be acceptable.

We do have a form still set up at the correct size as well so if we need to remake the structure we could probably have it done by mid next week.

[http://newsite.cherneind.com/Mechanical_Plugs/Kwik N Sure/](http://newsite.cherneind.com/Mechanical_Plugs/Kwik_N_Sure/)

http://www.thoroproducts.com/pdf_info/thoroseal_waterproofCementBased_sellSheet.pdf

Thanks

Jon Minke
Engineering
Hancock Concrete Inc.
17 Atlantic Ave., Hancock, MN
Cell: (320)-287-2102
Direct: (320)-392-1569
Main Office: (320)-392-5207

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Main Office: (320)-392-5207



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 2

Application Period: 07/23/16 to 08/26/16	Application Date: 8/26/2016
From (Contractor): DeChantal Excavating, LLC	Via (Engineer): Aric Welen, Wisesh Smith Notling
Contract: Lift Station No. 8 Reconstruction	Engineer's Project No.: 0102B0375.000
Contractor's Project No.:	
Owner's Contract No.:	

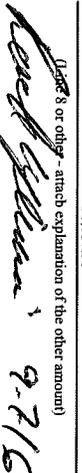
**Application For Payment
Change Order Summary**

Approved Change Orders	Additions	Deductions
Number 1	\$3,575.50	
TOTALS	\$3,575.50	
NET CHANGE BY CHANGE ORDERS	\$3,575.50	

1. ORIGINAL CONTRACT PRICE..... \$ 576,941.00
2. Net change by Change Orders..... \$ 33,575.50
3. Current Contract Price (Line 1 + 2)..... \$ 580,516.50
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 580,516.50
5. RETAINAGE:
 - a. Work Completed..... \$
 - b. Stored Material..... \$
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 880,516.50
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 549,500.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 331,016.50
8. AMOUNT DUE THIS APPLICATION..... \$ 331,016.50
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5c above)..... \$

Contractor's Certification
 The undersigned Contractor certifies, to the best of his knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 
 Date: 9-8-16

Payment of: \$ 31,016.50 (Line 8 or other - attach explanation of the other amount)
 Is recommended by: _____ (Engineer) _____ (Date)
 Payment of: \$ 31,016.50 (Line 8 or other - attach explanation of the other amount)
 Is recommended by:  9-7-16 (Utilities Commission) _____ (Date)
 Approved by: _____ (Owner) _____ (Date)

REQUEST FOR COUNCIL ACTION

09/20/16

Department Approval: Finance Director Vacinek  **Agenda Section:** Consent
Approval Required: Simple Majority Vote of the Council

Item Description: Approve 2016-2017 Contract for Chamber of Commerce Services

BACKGROUND

The City of Baxter participates and cooperates with the Brainerd Lakes Chamber in promoting the economic development of the City of Baxter. City officials also participate in Chamber events and have access to Chamber information. The term of this cooperative relationship and the prior contract expired on August 31, 2016. The renewal of the proposed services contract between the City of Baxter and the Brainerd Lakes Chamber for the period of September 1, 2016 through August 31, 2017 is attached.

FINANCIAL IMPLICATIONS

The cost to the City of Baxter is \$250, the same as last year. The proposed expenditure is budgeted for in the General Fund.

STAFF RECOMMENDATION

If the city council wishes to renew the chamber contract, staff recommends approval of the attached proposed services contract, similar to last year's contract.

COUNCIL ACTIONS REQUESTED

Motion to approve the contract for services between the Brainerd Lakes Chamber and the City of Baxter for September 1, 2016 through August 31, 2017.

ATTACHMENT

Contract for Services between the Brainerd Lakes Chamber and the City of Baxter

**CONTRACT FOR SERVICES BETWEEN
THE BRAINERD LAKES CHAMBER AND
CITY OF BAXTER, MINNESOTA**

This agreement is made and entered into as of _____, 2016, by and between the City of Baxter, Minnesota (City), and the Brainerd Lakes Chamber (Chamber).

WHEREAS, the City has budgeted expenditures and provided funds that will be used for economic development purposes for the period commencing September 1, 2016 to August 31, 2017.

WHEREAS, the expenditure of public funds must be in furtherance of a public purpose or benefit; and

WHEREAS, the Chamber is willing to enter into a contract to provide certain public services and benefits to the City; and

WHEREAS, this agreement is entered into to set forth the respective duties and obligations of each party.

NOW, THEREFORE, in consideration of the promise of payment of funds from the City, and the agreement to provide services to citizens of the City by the Chamber, the parties agree as follow:

The term of this contract shall cover September 1, 2016 to August 31, 2017.

1. Upon the approval of this agreement, the City agrees to pay a fee to the Chamber for services rendered in the sum of \$250.00.
2. The City and Chamber agree during the contract period to participate with each other in the following manner:
 - A. To maintain an open line of communication between staff and governing bodies regarding economic development.
 - B. Participate in marketing efforts for the purposes of economic development.
 - C. The Chamber will conduct and involve City Officials in various committee meetings and public forums addressing economic development issues,
 - D. The Chamber will consider the City an honorary member, providing access to Chamber information and events.

3. The Chamber agrees to save and hold harmless the City from any and all liability or damages, including legal fees and court costs, which may arise out of the Chamber's performance of the contract.
4. In the event the City or the Chamber is made aware of any default under this contract and such notice is made in writing, which the City or Chamber fails to correct within thirty days from the date of notification, the City or Chamber may cancel and terminate this contract.
5. All notices, certificates, or communications shall be delivered, emailed, or mailed postage prepaid to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Brainerd Lakes Chamber:
CEO
Brainerd Lakes Chamber
224 W Washington Street
Brainerd, MN 56401

City of Baxter:
City Administrator
City of Baxter
PO Box 2626
Baxter, MN 56425

IN WITNESS WHEREOF, the undersigned have placed their signatures as representatives of the parties hereto as of the day and year first above written.

Matt Kilian
CEO, Brainerd Lakes Chamber

Kelly Steele
Interim City Administrator, City of Baxter

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-082**

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE PLACEMENT OF UP TO 60 YARDS OF BLACK DIRT ON A LOT WITHIN THE SHORELAND OVERLAY DISTRICT AND UP TO 15 YARDS WITHIN THE SHORE IMPACT ZONE TO WHITE SAND LAKE FOR PROPERTY LOCATED AT 13821 KENWOOD COURT (CITY FILE NUMBER (16-25))

WHEREAS, Backyard Creations (“the applicant”) has requested approval of a conditional use permit for property legally described as follows:

Lot 4, Block 1, Willow Bend Addition to Baxter, MN.

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on September 13, 2016 and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their September 20, 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 conditional use permit, subject to the following findings and conditions:

1. The conditional use permit allows for the placement of up to 60 yards of black dirt on a lot within the shoreland overlay district and up to 15 yards of black dirt to be placed within the shore impact zone to White Sand Lake, in accordance with the application and plans received by the city on August 23, 2016, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met.
2. The flagstone patio and fire pit shown on the site plan dated June 30, 2016 are not part of this approval and shall require separate approvals from the City in the future prior to installation.
3. **Prior to issuance of a building permit, the applicant shall submit** a best management practices (BMP) plan for staff’s review and approval to identify the methods to protect the lake during and after installation. At a minimum, a silt fence shall be installed prior to beginning any work so as to protect the lake from sediment runoff. The silt fence shall remain in place until the grass is established to 90 percent coverage.
4. 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 20th day of September, 2016

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal



September 8, 2016

Mayor Darrel Olson

And Baxter City Council Members

Subject: Detachment and annexation of Brainerd Public Utilities property

On behalf of the Brainerd City Council and Brainerd Public Utilities, I thank you for the opportunity to share our perspective regarding the potential detachment of the Brainerd Public Utilities property from the City of Baxter thus permitting the annexation of this property into the City of Brainerd.

We fully recognize and appreciate the long history of this property. Our cities have accomplished much together to ensure our residents of efficient, cost effective water and sewer service through our mutually agreed and constructed past projects. I believe our residents and businesses expect no less from our cities.

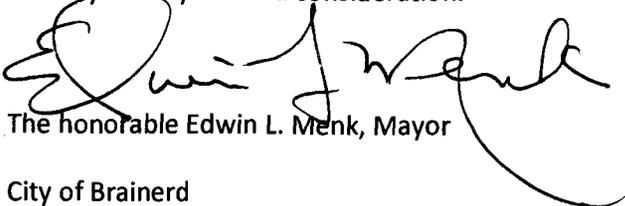
Contemplating future discussions and actions I would like to cite the following relevant factors to assist developing a frame work where the detachment and annexation can be discussed and the issue may be resolved.

1. We believe that both councils need to revisit the CUP that was granted by the City of Baxter to the City of Brainerd for the construction of the BPU facilities. A number of issues that were raised at the time of issuance of the CUP that are no longer valid concerns because they have been addressed. There may be other issues needing to be addressed in the CUP that may result in deletion or modification in any actions that the two cities may take.
2. We also recognize that the Baxter Council and residents may well be nervous that an annexation of this property is but the beginning of a process for Brainerd to acquire additional land from Baxter. Our plans for annexation will clearly delineate the boundaries of the area that the City of Brainerd desires to annex. No one to date has suggested that any other parcels be annexed. It is our goal to complete in its entirety an agreement which will remain as permanent as can be lawfully accomplished.
3. Brainerd will explicitly cite boundaries for the proposal annexation with the understanding that should Baxter residents desire to be annexed, we will discuss the proposal with the city of Baxter.
4. Baxter has a legitimate need to be assured that future utility systems along with adjoining streets will have sufficient easements to assist in development, growth, and traffic management for decades to come. We are open to discussion about the size, location and rationale for these future easements.
5. We believe that having the BPU facilities will be in the best interests of all of our customers because of the streamlining of permitting processes, communications and services that the

- facility may require. Because of the streamlining we foresee a reduction of costs that will ultimately be available for upgrades, rate stabilization and financing pay back.
6. The land that the PBU facility occupies is contingent with the city and is owned by the City of Brainerd. The City of Brainerd has several options while seeking to annex this property.
 - A. Voluntary detachment by the City of Baxter and annexation by the City of Brainerd. With agreements agreed to by both Councils.
 - B. A court case brought by the City of Brainerd answered by the City of Baxter.
 - C. Do nothing and proceed as in the past.
 7. At this time I do not believe that the Brainerd City Council will opt for 6.C. If 6.A is the path of choice the costs would be minimized and the outcome would be most beneficial to both Cities. If an agreement cannot be obtained several Brainerd City Council have publically stated that they would desire to pursue a court case to force the issue. Financially this would have negative consequences and would set back both cities ability to work together for many years.
 8. While this may seem trivial, the Brainerd City Council and the BPU do have civic pride in their ownership of the facility and the fact that it is located in Baxter's jurisdiction causes some concern. They believe that the various departments and their facilities would be best served if they were to operate within the city limits of Brainerd.

At this time I would graciously ask that this letter be brought to the attention of The Baxter City Council for discussion at their earliest convenience. May I suggest the second Baxter Council meeting in September 2016.

Thank you for your kind consideration.



The honorable Edwin L. Menk, Mayor

City of Brainerd