



BAXTER CITY COUNCIL AGENDA

Tuesday, November 15, 2016

The regular meeting of the Baxter City Council will be held on Tuesday, November 15, 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 November 1, 2016 (pp. 5-6).
- B. Approve City Council Work Session Minutes from November 1, 2016 (pp. 7).
- C. Approve the Payment of Bills and Finance Report (Addendum A).
- D. Accept the Utilities Commission Minutes from November 2, 2016 (pp. 10-31).
 1. Approve the DeChantal Excavating Two Year Snow Removal Contract (pp. 32).
 2. Accept the Mattress Firm Development Project and release the InSite Development Bond No. 1137924 contingent on submittal of the as-built drawings (pp. 33-36).
 3. Approve the Northwoods Drive Development Traffic Study (pp.37-65).
 4. Approve the Fruth Property Site Plan Traffic Review as an amendment to the Excelsior Road Transportation Supplemental Traffic Analysis No. 2. (pp. 66-69).
 5. Approve the street light request on the 90° corner of Franklin Drive (pp. 70-71).

6. Approve the Dakota Supply Group Partial Pay Estimate No. 3 in the amount of \$100,362.13 for the 2016 Fixed Network Water Meter Replacement Project (pp. 72-78).
7. Approve the Anderson Brothers Partial Pay Estimate No. 5 in the amount of \$30,070.21 for the 2015 Fairview Road Improvements Project (pp. 79-81).
8. Approve the Bolton & Menk Agreement for Professional Engineering Services Fee Amendment Request for the 2016 Golf Course Drive Improvements Project in the increased amount of \$23,564.00 (pp. 82-83).
9. Approve the Anderson Brothers Change Order No. 3 in the increased amount of \$9,728.60 for the 2016 Golf Course Drive Improvements Project (pp. 84-85).
10. Approve the Anderson Brothers Partial Pay Estimate No. 3 in the amount of \$277,237.85 for the 2016 Golf Course Drive Improvements Project (pp. 86-88).
11. Approve the Bolton & Menk Proposal for Engineering Services for the 2017 Sealcoat Project in the not to exceed amount of \$43,000.00 (pp. 89-92).
12. Approve the Tri-City Paving Change Order No. 3 in the increased amount of \$5,417.50 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project (pp. 93-94).
13. Approve the Tri-City Paving Final Pay Estimate No. 4 in the amount of \$48,935.79 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project contingent on the roller marks on Cedardale Lane have been repaired (pp. 95-100).
14. Approve the R.L. Larson Excavating Change Order No. 4 in the increased amount of \$18,524.10 for the 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project (pp. 101-114).
15. Approve the R.L. Larson Excavating Partial Pay Estimate No. 7 in the amount of \$59,112.12 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project (pp. 115-124).
16. Approve the WSN Proposal for Electrical Engineering Services for ARC Flash Evaluation for the City of Baxter Water and sanitary Sewer Utilities in the Lump Sum of \$14,450.00 (pp. 125-130).

17. Approve the WSN Agreement for Professional Services for the 2021 Inglewood Drive Railway Crossing STP Funding Assistance in the lump sum amount of \$2,450.00 (pp. 131-135).
18. Approve the WSN Proposal for the 2017 Excelsior Road Feasibility Report from Inglewood Drive to Forest Drive in the Not to Exceed amount of \$9,880.00 (pp. 136-142).
19. Approve the WSN Agreement for Professional Services for the 2016 Excelsior Road Roundabout Preliminary Survey in the Not to Exceed amount of \$14,750.00 (pp. 143-149).
- E. Adopt Resolution 2016-087, Reauthorizing Membership in the 4M Fund (pp. 150-152).
- F. Accept Market Study Completed by Springsted (pp. 153-154).
- G. Authorize Execution of Special Assessment Agreement for Lots 1 thru 4 & 25 thru 27 Block 2 Johnson's Addition to Baxter (pp. 155-161).
- H. Elect Not to Waive the Monetary Limits on Municipal Tort Liability Established by State Statutes with the 2017 LMCIT Insurance Renewal (pg. 162).
- I. Accept Planning & Zoning Commission Minutes from November 9, 2016 (pp. 163-169).

6. Pulled Agenda Items

7. Other Business

- A. City Administrator Search Process (pp. 170-186).
- B. Planning and Zoning Actions
 1. Adopt Resolution 2016-091 approving a Preliminary and Final Plat of Mills Addition to Baxter and Resolution 2016-092 and Resolution 2016-093 approving Conditional Use Permits for two principal uses on a single lot and joint access/parking/lighting, and Variances for: 1) drive isle and parking setbacks; 2) structure setbacks; and 3) impervious surface coverage for properties located at 14138, 14086 and 14114 Dellwood Drive (pp. 187-192).
 2. Adopt Resolution 2016-094 approving Conditional Use Permits for two drive through businesses and for joint access/parking to allow the development of two, multi-tenant retail buildings named Northwoods Crossing located at 15146 Dellwood Drive and the adjacent vacant lot to the south (pp. 193-195).

3. Approve architectural plans for Northwoods Crossing located at 15146 Dellwood Drive (pp. 196-197).
 4. Approve revised architectural plans for HJ Development located at 13499 Elmwood Drive, South of Costco (pp. 198-200).
- C. Accept the Abstract of Votes Cast in the Precincts of Baxter for the election held November 8, 2016 and declare the results of the election (pp. 201-207).
- D. Certification of Delinquent Utility Bills, Invoices, and Abatements (pp. 208-210).
1. Public Hearing at 7:00 p.m. or shortly thereafter
 2. Consider Adoption of Resolution 2016-088, Adopting Assessments for Unpaid Delinquent Utility Bills, Invoices, and Abatement Charges
- E. Sale of \$2,310,000 G.O. Improvement Bonds, Series 2016
1. Adopt Resolution 2016-089, Providing for the Issuance and Sale of \$2,310,000 General Obligation Improvement Bonds, Series 2016 (pp. 211-231).
 2. Adopt Resolution 2016-090, Setting Special Assessment Terms and Interest Rate on 2016 Improvement Projects (pp. 232-235).

8. Council Comments

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

9. City Administrator's Report

10. City Attorney's Report

- A. Closed Session, Labor Negotiations, Minnesota Statute 13D.03

11. Adjourn

BAXTER CITY COUNCIL MINUTES
November 1, 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 October 18, 2016.
- B. Approve City Council Work Session Minutes from October 18, 2016.
- C. Approve City Council Special Minutes from October 27, 2016.
- D. Approve the Payment of Bills and Finance Report.
- E. Authorize Contract Execution for Employee Dental Insurance Renewal.
- F. Appoint Ms. Brenda Brooks to the Receptionist/Cashier Position at Grade 4, Step 4 of the AFSCME Employee Schedule.
- G. Approve Taxi License for the Period November 2, 2016 through June 30, 2017.
- H. Approve the Crow Wing County Classification to Non-Conservation and Future Sale Thereof for the Tax Forfeited Lot 4, Block 3 Pinewood Acres Parcel with the Outstanding Special Assessments Reaffirmed.
- I. Approve Amended Parks and Trails Supervisor Job Description.
- J. Approve the Purchase of the 2017 GMC Sierra from Nelson Auto Center, including Accessories for \$33,899.04 and place the 2001 GMC Sonoma on the State of Minnesota Auction Site.
- K. Accept Cemetery Commission Minutes of August 30, 2016.
- L. Accept Cemetery Commission Minutes of September 19, 2016.
- M. Accept Cemetery Commission Minutes of October 24, 2016.
 - 1. Approve Revised Baxter City Cemetery Regulations.
- N. Accept Architectural Review Commission Minutes from October 28, 2016.

MOTION by Council Member Cross, seconded by Council Member Holman to approve the Consent Agenda. Motion carried unanimously.

COUNCIL COMMENTS

Todd Holman: Attended the chamber annual dinner, wonderful event to attend. They featured government relations committee and it seems like there should be a roll with council and administration to have a presence.

Mark Cross: Get out and vote.

Darrel Olson: Thanked Vice Chair Holman for chairing the last meeting.

ADJOURNMENT

MOTION by Council Member Holman, seconded by Council Member Barrows to adjourn at 7:10 p.m. Motion carried unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Mary Haugen
Administrative Assistant

BAXTER CITY COUNCIL MINUTES
Work Session
November 1, 2016

Mayor Darrel Olson called the Work Session to order at 6:45 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: Interim City Administrator Kelly Steele, Community Development Director Josh Doty, Finance Director Jeremy Vacinek, and Public Works Director Trevor Walter.

SNOWMOBILE CLUB BUILDING LEASE/SALE

Public Works Director/City Engineer Walter informed the council the snowmobile club is leasing the building and the club is wondering if the City would consider selling the building.

Staff is not recommending selling the building at this time and recommends the City continue to keep leasing the building until more pieces fall into place in the future.

Council Member Barrows stated after reading the information provided to the council it is in the best interest to keep the building at this time.

ADJOURNMENT

MOTION by Council Member Cross, seconded by Council Member Holman to adjourn at 6:54 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Mary Haugen
Administrative Assistant

UTILITIES COMMISSION
November 2, 2016

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

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

MEMBERS ABSENT: None.

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

OTHERS PRESENT: WSN Consulting Engineer Kevin Wernberg, 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 October 5, 2016. Motion carried unanimously.

2016 – 2018 SNOW PLOW CONTRACT

Public Works Director/City Engineer Walter reviewed the DeChantal Excavating snow plow contract for 2016 – 2018. Staff had solicited quotes from several contractors around the area and only one submitted a quote back to the City.

The quote is for two years and not just one year. The 2016-2017 snow season has the same rates as what DeChantal's contract was for in 2015-2016 snow season with a very slight inflationary increase for the 2017-2018 snow season.

Public Works Director/City Engineer Walter has no issues with the quote and recommends approving the two year quote for snow removal on City streets.

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to recommend City Council approve the DeChantal Excavating Two Year Snow Removal Contract. Motion carried unanimously.

INSITE DEVELOPMENT PROJECT

Public Works Director/City Engineer Walter informed the commission the final inspection has been completed and all items on the punch list have been addressed. The as-built drawings are to be submitted to the City before the end of next week. Public Works Director/City Engineer Walter recommends accepting the Mattress Firm Development Project and releasing the InSite Development Bond No. 1137924.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council accept the Mattress Firm Development Project and release the InSite Development Bond No. 1137924 contingent on submittal of the as-built drawings. Motion carried unanimously.

PRELIMINARY PLAT OF MILLS ADDITION TO BAXTER

Public Works Director/City Engineer Walter reviewed the plat of Mills Addition to Baxter. Discussion was held on the street right of ways, limited use agreement and storm sewer pipe that runs under the floor of the Mills Fleet Farm Store.

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to advise the Planning and Zoning Commission that the Utilities Commission has no concerns with the Mills Addition Plat contingent on the following:

- Dedicate 7 feet of additional right-of-way on Golf Course Drive.
- Dedicate 7 feet of additional right-of-way on Excelsior Road.
- Waive additional right-of-way as per City ordinance on Design Road.
- Require a Limited Use Agreement for landscaping, parking lot and signage on Dellwood Drive, Golf Course Drive and Excelsior Road right of ways.
- Require a formal storm water agreement for maintenance and liability on the underground storm water pipe under the existing building and the entire site.
- Dedicate the existing 11-foot roadway and utility easement for road right-of-way on Dellwood Drive.

Motion carried unanimously.

NORTHWOODS CROSSING DEVELOPMENT TRAFFIC STUDY

WSB Consulting Engineer Rickart reviewed the Northwoods Development Traffic Study with the commission. The study covered the site plan review, existing conditions, traffic impact analysis and conclusions and recommendations for the area. WSB Consulting Engineer Rickart presented a PowerPoint presentation of the study report and answered all questions of the commissioners.

Based on the conclusions of the traffic analysis the following items were recommended by WSB Consulting Engineer Rickart:

- Restripe Dellwood Drive to provide a center left turn lane from Woida Road to north of Menards south access/Culvers access with the proposed Northwoods Crossing Development plan.

- As traffic continues to increase with future development, review the operations and roadway geometric needs at the Woida Road and Dellwood Drive intersection.
- As traffic continues to increase with future development, work with MnDOT to extend the left turn lanes on T.H. 371 at the Woida Road intersection.

MOTION by Commissioner Crochet, seconded by Commissioner Franzen to recommend City Council approve the Northwoods Drive Development Traffic Study. Motion carried unanimously.

CONDITIONAL USE PERMIT FOR NORTHWOODS CROSSING

Public Works Director/City Engineer Walter reviewed the conditional use permit for the proposed Northwoods Crossing.

The commission held an extensive discussion on the internal traffic flow and directional signage within the development. Council Liaison Cross asked if the site could be reconfigured since there is enough property to move the development back to the east to allow stormwater ponding on both the front and back side of the property while still keeping the alignment.

WSN Surveyor Chad Conner stated the development site was challenging to design with the two drive through lanes for takeout food. This is still a work in progress and the site could be modified if needed. Public Works Director/City Engineer Walter, Community Development Director Doty, Mr. Conner and the property owner have spent an extensive amount of time discussing the configuration of the lot and reviewed several designs.

Mr. Conner stated the developer is looking at an underground storm water chamber system in order to add more parking stalls and be able to have more flexibility on the site design but the cost may be prohibited.

Public Works Director/City Engineer Walter stated the City ordinance requires a ten car stacking distance from the drive up window anything less would require a variance to the ordinance. The City ordinance also requires an escape lane so it makes it very challenging to design this site. The property owner would like to do less stacking due to the type of small restaurant being proposed which does not need the distance of ten cars stacking.

Community Development Director Doty has reviewed the layouts in the metro area and has not found any existing restaurants with side by side drive through windows.

The commission felt that a reconfiguration of the T intersection with the two way and one way on the north end of the site should be reviewed and some modifications need to be made.

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to advise the Planning and Zoning Commission that the Utilities Commission has no concerns with the Conditional Use Permit for Northwoods Crossing contingent on the following:

- Require a Developer's Agreement for the watermain installation be in place before the building permit is issued.
- Require a 100 year storm water design requirements for both lots.
- Require a reconfiguration of the T intersections on the north end of the site.

Motion carried unanimously.

FRUTH PROPERTY DEVELOPMENT SITE PLAN TRAFFIC REVIEW

Public Works Director/City Engineer Walter informed the commission a developer is once again looking at the site and proposing a Phase I project on the site. The consensus of the City Council at the capital improvements plan meeting was to do the project in its entirety with the roundabout and directed staff to move forward and see if it could be possible to construct in 2017.

WSB Consulting Engineer Rickart reviewed the project site plans, alternative access and traffic operations on Excelsior Road and site access through Frandsen Bank. The traffic review determined what interim improvements would be needed on Excelsior Road to accommodate a level of development before the full buildout of the roundabout on Excelsior Road at Fairview Drive would be required.

Based on the review of the two site plans, which would consist of the 4,000 square foot specific restaurant and a 3,000 square foot specific retail store, it is recommended that access through the Frandsen Bank site be provided at the furthest most point to the west moving the traffic away from the front of the bank building entrance.

Public Works Director/City Engineer Walter stated it is critical to the project that the developer and the bank have access to Excelsior Road when construction of the proposed roundabout begins and that the bank has access through the development to the south after the roundabout is complete.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the Fruth Property Site Plan Traffic Review as an amendment to the Excelsior Road Transportation Supplemental Traffic Analysis No. 2. Motion carried unanimously.

DAKAR ROAD OFFICIAL MAPPING

The commission reviewed the official mapping certificate of survey of Dakar Road and felt the road right-of-way needs to be preserved for the future.

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to advise the Long Range Planning Commission that the Utilities Commission has no issues or concerns with proceeding with the official mapping of Dakar Road. Motion carried unanimously.

STREET LIGHT REQUEST ON FRANKLIN DRIVE

Public Works Director/City Engineer Walter reviewed the street light request from residents on the 90° corner on Franklin Drive.

Currently the only lighting is at the intersection of Woida Road and Franklin Drive and on the intersection of Wildflower Drive and Franklin Road. City policy does allow for the installation of street lights on 90° corners.

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council approve the street light request on the 90° corner of Franklin Drive. Motion carried unanimously.

DAKOTA SUPPLY GROUP FIXED NETWORK WATER METER REPLACEMENT PROJECT PARTIAL PAY ESTIMATE NO. 3

Public Works Director/City Engineer Walter reviewed the Dakota Supply Group Partial Pay Estimate No. 3 for the 2016 Fixed Network Water Meter Replacement Project. Public Works Director/City Engineer Walter gave a brief update on the project to the Commission. Public Works Director/City Engineer Walter has no concerns with Partial Pay Estimate No. 3 and recommends approval.

MOTION by Commissioner Franzen, seconded by Commissioner Wolf to recommend City Council approve the Dakota Supply Group Partial Pay Estimate No. 3 in the amount of \$100,362.13 for the 2016 Fixed Network Water Meter Replacement Project. Motion carried unanimously.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE

SEH Consulting Engineer Hedlund gave an update on the status of the various work tasks on the project.

Construction

- Project construction is complete with the exception of monitoring turf establishment through the spring of 2017.
- Project closeout is planned for mid-year 2017.

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 are no unapproved scope changes at this time.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 5

SEH Consulting Engineer Hedlund reviewed Partial Pay Estimate No. 5 for the 2016 Fairview Road Improvements Project with the commission. SEH Consulting Engineer Hedlund had no concerns with Partial Pay Estimate No. 5 and recommends approval.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 5 in the amount of \$30,070.21 for the 2015 Fairview Road Improvements Project. Motion carried unanimously.

2018 CYPRESS DRIVE IMPROVEMENTS PROJECT MONTHLY UPDATE

SEH Consulting Engineer Hedlund gave an update on the status of the various work tasks on the project.

Public Involvement

- A project informational letter was mailed to properties within the project limits in early October 2016.
 - Site meeting held with one property owner in response to the letter.
 - Phone conference with one property owner in response to the letter.
- Site meeting held with one other property primarily regarding site access for soil borings.
- The goal is to hold an open house showing the project layout drawings in January/February after Utilities Commission and City Council reviews of the layout.
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Preliminary Design

- Topographic design survey update work is in process.
- Property ownership and encumbrance reports have been ordered, but not received.
- Traffic study update work has started including traffic counts on the southerly half of the project and existing conditions noise analysis field work.

- Geometric design update work is in process with emphasis on the southerly half of the project.
 - A roundabout concept option is being developed at the Cypress Drive/ College Road intersection.
- Stormwater design update work is in process with emphasis on the southerly half of the project including storm pond locations, sizing, and outlet routing.
- Soil borings on the southerly portion of the project were completed in October.
- Multiple design discussions/meetings have been held with City staff.
- The goal is to have an updated layout for discussion at the December/January Utilities Commission and City Council meetings.

Railroad Agreements

- Working with BNSF on site access – applied for access permit.
- Met with City Staff, City Attorney, WSN, and BMI to discuss railroad strategy and timing of contacts on the various current City projects with railroad involvement.

Phase 1 Environmental Site Assessment

- The draft report is being prepared.
- A site visit by SEH environmental staff has occurred.
- Interviews are in process.
- The goal is to have a draft report ready for discussion at the December Utilities Commission meeting.

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

Total project budget:

- The preliminary total project budget based on the 2016 bonding bill request is \$10.8M.
- An updated budget is being developed with the preliminary design.

Consultant budget:

- There are no unapproved scope changes at this time.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT MONTHLY UPDATE

Bolton & Menk Consulting Engineer Rardin reviewed the monthly project update with the Commission.

Work Progress - Seventh Update

Work on this project was substantially completed on Thursday, October 6, 2016. Permanent pavement markings were completed on Monday, October 10th.

The new storm sewer was cleaned and televised during late September and a report was provided to the City the week of October 3rd. A walk through inspection was conducted by the Contractor, City, and Bolton & Menk staff on Thursday morning, October 13, 2016. A punch list of items was developed and distributed immediately following the inspection.

The contractor has been working on punch list items since Monday, October 17th. Most items are minor except for groundwater leakage discovered in seven manholes and four sections of pipe along with acceptance of turf establishment. The contractor has not yet informed the City how the sewer / manhole leaks will be repaired. Based on turf establishment requirements, the City should not accept the turf establishment work until next spring when it can be determined that the work done this fall is successful. If grass does not successfully reestablish itself in the seeded areas within the time period allowed for in the contract, those areas may need to be reseeded next spring. That could be an additional cost of \$1,500.00 to \$2,500.00 to the City.

Project Schedule

The following is a brief summary of future construction activities:

November 2016 / June 2017 - storm sewer leak repair

May / June 2017 - completion / acceptance of turf establishment

Completion Dates

The contract calls for substantial completion by October 7th with final completion by October 14th. The project was substantially complete on October 6th. Due to contract terms related to turf establishment requirements and acceptance, final completion should be extended to next spring or summer. A Change Order acknowledging this final completion date change should be processed this fall. Final project acceptance and payment is expected to occur before the end of June 2017.

BOLTON & MENK AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FEE AMENDMENT REQUEST FOR THE 2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT

Bolton & Menk Consulting Engineer Rardin reviewed the engineering services related to the design and construction of the 2016 Golf Course Drive Improvement Project, Municipal Project Number 4110. During the design of the project and at the end of construction the City requested Bolton & Menk to perform extra work beyond the scope of the original contract.

Completed Additional Work

During the design of the project we completed additional work requested by the City related to evaluating the existing storm sewer system in the project area and particularly beneath the Mills Fleet Farm store.

The work requested provided information to allow the City to evaluate the capacity, condition, and location of the existing storm sewer to answer concerns raised over possible relocation and sizing. This work was beyond the original scope of the Golf Course Drive Improvement project.

Pending Additional Work

During early October the contractor completed work on the Golf Course Drive Project. However, some utility relocation work remained to be completed. On October 17th, the City requested Bolton & Menk to oversee right of way restoration associated with the relocation of the CenterPoint Energy gas main along the east side of Golf Course Drive. This utility work was not necessary for completion of the project but due to the location of the gas line both the City and CenterPoint Energy felt relocation was necessary.

Oversight of this right of way restoration is considered beyond the scope of the Golf Course Drive Improvement project. This work is felt to be minimal and is estimated to cost less than \$1,200.

Fee Amendment

The previously approved “Not to Exceed” fee was \$133,180. The revised “Not to Exceed” fee, which includes the \$23,564 of completed work and \$1,200 of pending work, will be \$157,944. The completed additional work in the amount of \$23,564 has previously been billed to the City. The pending additional work, up to a not to exceed amount of \$1,200, will be billed on an hourly basis.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the Bolton & Menk Agreement for Professional Engineering Services Fee Amendment Request for the 2016 Golf Course Drive Improvements Project in the increased amount of \$23,564.00. Motion carried unanimously.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT CHANGE ORDER NO. 3

Bolton & Menk Consulting Engineer Rardin reviewed Change Order No. 3 for the 2016 Golf Course Drive Improvements Project with the commission. The change order included the following items:

- Furnish & install 6 trees
- Reconstruct drainage structure near Office Max

- Reconstruct drainage structure on Universal Road
- Panache temporary entrance road and site clean up
- Hydrant extension

Bolton & Menk Consulting Engineer Rardin had no concerns with Change Order No. 3 and recommends approval.

MOTION by Commissioner Crochet, seconded by Commissioner Franzen to recommend City Council approve the Anderson Brothers Change Order No. 3 in the increased amount of \$9,728.60 for the 2016 Golf Course Drive Improvements Project. Motion carried unanimously.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT PARTIAL PAY

ESTIMATE NO. 3

Bolton & Menk Consulting Engineer Rardin reviewed Partial Pay Estimate No. 3 for the 2016 Golf Course Drive Improvements Project with the commission. Bolton & Menk Consulting Engineer Rardin had no concerns with Partial Pay Estimate No. 3 and recommends approval.

MOTION by Commissioner Crochet, seconded by Commissioner Franzen to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 3 in the amount of \$277,237.85 for the 2016 Golf Course Drive Improvements Project. Motion carried unanimously.

BOLTON & MENK PROPOSAL FOR ENGINEERING SERVICES FOR THE 2017 SEALCOAT PROJECT

Bolton & Menk Consulting Engineer Rardin reviewed the engineering proposal to the City for design, bidding, contract administration, and construction observation services for the 2017 Sealcoat Project. This project consists of sealcoating 69 street segments totaling about 9.9 miles in length and approximately 215,000 square yards in area, approximately 9,000 feet of trails totaling 10,425 square yards in area, and the City's Public Works Facility totaling approximately 9,354 square yards in area.

The proposed scope of services includes the following:

Project Scope Planning:

- Verify specification changes desired in 2017
- Verify Public Works Facility work and estimated quantities
- Obtain listing and dimensions of trails to be sealcoated in 2017
- Obtain pavement marking cut sheets from the City for streets to be sealcoated

Design Phase:

- Update sealcoat map to include trails

- Verify street widths and turn lane / cul-de-sac areas
- Calculate estimated quantities and costs
- Prepare project manual for bid phase
- Obtain project approval and bid authorization

Bid Phase:

- Advertisement of project
- Respond to bidder questions or concerns
- Participate in bid opening
- Evaluate bids and recommend award of contract

Construction Observation Services:

- Conduct a pre-construction conference
- Preparation of property owner notifications for City and contractor use
- Conduct a construction kick-off meeting
- Construction inspection
- Documentation of contract quantities
- Conduct a final walk through inspection
- Preparation of punch list items

Contract Administration

- Preparation of City Council and Utility Commission Reports
- Attendance at City Council and Utility Commission Meetings
- Preparation of change orders
- Preparation of partial and final contract quantities and payments
- Recommendations on project closeout activities and contract compliance issues, if any

Project Budget:

Bolton and Menk understands the City has a 2017 budget total of \$500,000 for pavement sealcoating which includes both local and Municipal State Aid (MSA) designated streets. We assume the City has budgeted approximately \$70,000 towards sealcoating the Public Works Facility and \$15,000 towards trail sealcoating efforts. These amounts are intended to cover 100% of the construction and engineering costs needed to deliver this project. Based on the streets proposed for 2017 sealcoating along with \$70,000 in Public Works Facility sealcoating and \$15,000 in trail sealcoating costs, Bolton and Menk estimate the 2017 total sealcoat construction costs to be approximately \$435,000.

Engineering Services - we propose to provide the services outlined above at the following estimated costs:

Scope Planning Phase	\$3,500	Hourly - not to exceed
Design Phase	\$7,000	Hourly - not to exceed
Bidding Phase	\$3,500	Hourly - not to exceed
Construction Observation	\$23,000	Hourly
Contract Administration	\$6,000	Hourly - not to exceed
Total	\$43,000	

The costs proposed above are based on services (and actual costs) provided by Bolton and Menk for the past several sealcoat projects completed by the City. Please note that the "Construction Observation" service is proposed as hourly as contractor performance greatly affects the actual time and thus the cost required for this service.

Schedule:

The following schedule is proposed for this project:

Task	Date
Authorize Project	November 2016
Retain Consultant	November 2016
Scope Planning	November - December 2016
Design	December 2016 - February 2017
Bidding	February - March 2017
Award Contract	March - April 2017
Sealcoat Construction (15 day construction window)	July 5, 2017 - August 11, 2017
Final Completion	August 25, 2017

Public Works Director/City Engineer Walter addressed the RFP Policy and while the commission recognized the city's Requests for Proposals Policy; they believe it to be in the best interest of the City to deviate from the schedule and threshold established within this policy since Bolton & Menk has been the project engineer for the past four years with a considerable amount of knowledge and experience on the City sealcoat projects.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the Bolton & Menk Proposal for Engineering Services for the 2017 Sealcoat Project in the not to exceed amount of \$43,000.00. Motion carried unanimously.

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

WSN Consulting Engineer Wernberg reviewed the project update with the commission.

Work Completed Since Last Update

The contractor worked on punch list items and installed the signs.

Work Remaining

Minor bituminous patching in the Southdale project area to repair some of the roller marks in the bituminous pavement left by the rubber tire roller needs to be done. This work will need to be completed before the Council addresses the final payment.

Changes

Change Order 3 is being presented in the amount of \$5,417.50. A summary of the change order items is as follows:

- City staff requested the trail “Stop” and “No Motor Vehicles Permitted” sign on the west side of the Private Drive off of College Road be placed on the south side of the trail in the existing bituminous parking lot. A concrete pad was poured to accept the anchor system for the sign. The change in the amount of \$100.00 if the for the furnishing and installation of the anchor system.
- Type C signs were not included as a bid item and the City requested additional "No Parking" and "Dead End" signs on Maplewood Drive. Total cost was \$1,957.50.
- Trail signs were not included as a bid item and the City requested new "Stop" and "No Motor Vehicles Permitted" signs at Cypress Drive and Southdale Park. Total Cost was \$810.00.
- Flexamat permanent erosion control was used on Maplewood Drive and John Street at the direction of the Engineer. Total cost was \$2,000.00
- A CS pipe apron was installed on the steel pipe storm sewer outlet that drains to White Sand Lake on Maplewood Drive. Total cost was \$550.00.

WSN has no concerns and recommend approval of the Change Order as presented.

Final Pay Estimate

The total earned on the project was \$815,458.14. Retainage in the amount of \$40,343.28 is being released with this final pay estimate and the total due is \$48,935.79. Total construction cost came in within 0.5% of the bid amount. The project is currently under budget and we recommend approval of the final payment as long as all outstanding punch list items are completed.

2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT CHANGE ORDER NO. 3

WSN Consulting Engineer Wernberg reviewed Change Order No. 3 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project with the commission. The change order included the following items:

- City staff requested the “Stop” and “No Motorized Vehicles” trail signs on the west side of the private Drive off of College Road be placed on the south side of the trail. This required the sign to be placed in the bituminous parking lot. A concrete pad was poured to accept the anchor for the sign. The change order is for the furnishing and installation of the anchor system.
- Type C signs were not included as a bid item and the City requested additional “No Parking” and “Dead End” sign on Maplewood Drive.
- Trail signs were not included as a bid item and the City requested no “Stop” and “No Motor Vehicles Permitted” signs at Cypress Drive and Southdale Park.
- Flexamat permanent erosion control was used on Maplewood Drive and John Street at the direction of the Engineer.
- A CS pipe apron was installed on the steel pipe storm sewer outlet that drains to White Fish Lake on Maplewood Drive.

WSN Consulting Engineer Wernberg has no concerns with Change Order No. 3 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Tri-City Paving Change Order No. 3 in the increased amount of \$5,417.50 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 FINAL PAY ESTIMATE NO. 4

WSN Consulting Engineer Wernberg reviewed Final Pay Estimate No. 4 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project with the commission. WSN Consulting Engineer Wernberg has no concerns with Final Pay Estimate No. 4 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Tri-City Paving Final Pay Estimate No. 4 in the amount of \$48,935.79 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project

contingent on the roller marks on Cedardale Lane have been repaired. Motion carried unanimously.

2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE
WSN Consulting Engineer Wernberg reviewed the project update with the commission.

Work Completed Since Last Update

No work was completed since the last update.

Project Schedule

Address warranty items as needed.

Easements

One roadway easement remains to be signed. All the necessary documents have been supplied to the property owner but our numerous attempts to contact the property owner have not garnered any response. The property is being sold on a contract for deed and the current occupant (Lakes Audio) does not have any issues with the proposed right-of-way.

An easement for the City utilities crossing Positive Realty is currently being addressed.

Changes

On Friday, October 21, 2016 we met with the Contractor to discuss Change Order 4. Our revised review and recommendation on Change Order 4 is included with the change order in the packet. The one claim that is not being addressed at this time is the additional work around underground utilities on Dellwood Drive and Novotny Road. This item will be addressed separately since no agreement could be reached at this time. WSN recommends approval of Change Order 4 as presented in the packet.

Pay Estimate

The total earned to date is \$1,661,262.37. This includes all items shown on Change Order 3. Retainage has been reduced to \$44,675.81 which, at the direction of the City Engineer, is the value of the outstanding claim regarding work around underground utilities. The total due on the pay estimate is \$59,112.12. We recommend approval of Pay Estimate 7 as presented.

Potential Law Suit

The Contractor has offered a settlement on the claim regarding the directionally drilled watermain between Novotny Road and Audubon Way. The issue is complicated by the fact that the company that completed the work was a sub-contractor of a sub-contractor. This issue may

not be resolved by the end of the year which means IC-134's and lien waivers will not be available to close out the project.

2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT CHANGE ORDER NO. 4

WSN Consulting Engineer Wernberg reviewed Change Order No. 4 for the 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project with the commission. The change order included the following items:

- Drainage structure by H.A.R.T
- Extended storm sewer pipe inlet on Dellwood Drive
- Lawn irrigation system repairs
- Extended culvert on Inglewood Drive
- Extended culvert at T.H. 210 (east)
- Extended culvert at T.H. 210 (west)
- Sanitary sewer cleanout boxes
- Install Flexamat flumes
- Relocate sanitary sewer manhole no. 7
- Repair damaged curbs

WSN Consulting Engineer Wernberg has no concerns with Change Order No. 4 and recommends approval.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the R.L. Larson Excavating Change Order No. 4 in the increased amount of \$18,524.10 for the 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project. Motion carried unanimously.

2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PARTIAL PAY ESTIMATE NO. 7

WSN Consulting Engineer Wernberg reviewed Partial Pay Estimate No. 7 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project with the commission. WSN Consulting Engineer Wernberg had no concerns with Partial Pay Estimate No. 7 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the R.L. Larson Excavating Partial Pay Estimate No. 7 in the amount of \$59,112.12 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project. Motion carried unanimously.

SECTION 6 – AREA A1 STORMWATER OUTLET AND ENGINEER’S ESTIMATE

Public Works Director/City Engineer Walter informed the commission this cost estimate is for the area between Woida Road and Clearwater Road that needs a storm water overflow system. This area needs a storm sewer outlet in order to move the water through the Section 6 Storm Water conveyance system. The construction of this outlet was discussed at the recent City Council capital improvements plan meeting. The project is feasible but would drop the reserves in the storm water enterprise fund to very minimum amounts.

EXCELSIOR ROAD STORM SEWER EXTENSION AND ENGINEER’S ESTIMATE

Public Works Director/City Engineer Walter stated the storm sewer extension and cost estimate will be addressed in the feasibility study for the 2017 full depth Reclamation Project of Excelsior Road from Inglewood Drive to Forest Drive.

BAXTER WATER SUPPLY PLAN FOR 2016 – 2026

Public Works Director/City Engineer Walter informed the commission the Water Supply Plan is a requirement from the Minnesota Department of Natural Resources (DNR) and the draft has been submitted to the DNR for comments.

The report was submitted with the minimum requirements; however, the DNR may require more stringent requirements on the City rate structure to address water conservation rate structure and a water audit to show where any water losses are occurring. Some of this loss can be attributed to spring and fall fire hydrant flushing and hockey/recreational ice rink flooding where the usage is not metered.

WSN PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES FOR ARC FLASH EVALUATION FOR THE CITY OF BAXTER UTILITIES

WSN Consulting Engineer Wernberg reviewed the WSN Proposal for Electrical Engineering Services for ARC Flash Evaluation for the City of Baxter Utilities. Arc Flash Evaluations are required by OSHA and NFPA 70E - Standard for Electrical Safety in the Workplace. The results of the evaluation are used to determine the arc flash hazard at each piece of electrical and utilization equipment. This information is then used to produce warning labels for the equipment and also to determine the proper safety clothing to be used when working on the equipment when live voltage is present.

Our understanding of the project deliverables includes the following:

- An updated power distribution riser diagram for each facility except the lift stations.
- A short circuit analysis and report for each facility.
- An arc flash evaluation and report for each facility.

- Arc flash warning labels for each piece of electrical equipment studied.

WSN will work with Holden Electric to perform the site electrical survey. This includes determining the size and types of panels and overcurrent devices (fuses and circuit breakers), feeder lengths and sizes, and ratings for large 480V equipment. The project will be managed by WSN and we will include the costs for both firms.

WSN requests that the City of Baxter make available to WSN all drawings, specifications, and shop drawings for projects in which WSN was not originally involved.

SCOPE OF SERVICES

WSN proposed scope of services includes the following:

- Conduct a site survey of all electrical distribution equipment and determine the length and size of all distribution conduits and conductors.
- Enter the collected data into the calculation software and draw a one-line diagram of each electrical system.
- Run the short circuit analysis and the arc fault analysis.
- Print labels for each piece of equipment studied.

WSN scope does not include the following, although we can provide these services if desired:

- Correction of any electrical distribution deficiencies found during the study. WSN will, however, notify the City if any problems are found.

WSN proposes to complete the above scope of services for the Lump Sum of \$14,450.00.

The commission held an extensive discussion on the need for the ARC Flash Evaluation and why it is required. Commissioner Franzen explained in detail the need for the evaluation and what type of protective gear may be needed even by City employees.

The commission inquired if this proposal will cover the generators the public works department use and connect to the lift stations. WSN Consulting Engineer Wernberg will inquire with the electrical engineering department if this is included in the evaluation.

MOTION by Commissioner Franzen, seconded by Commissioner Wolf to recommend City Council approve the WSN Proposal for Electrical Engineering Services for ARC Flash

Evaluation for the City of Baxter Water and sanitary Sewer Utilities in the Lump Sum of \$14,450.00. Motion carried unanimously.

WSN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE 2021 INGLEWOOD DRIVE RAILWAY CROSSING – STP FUNDING ASSISTANCE

WSN Consulting Engineer Wernberg reviewed the WSN Proposal for Services for the Inglewood Drive Railway Crossing – STP Funding Assistance. WSN understands the City is interested in applying to the Central Minnesota Area Transportation Partnership Local Surface Transportations Program (STP), requesting funding assistance for construction of a railway crossing at the Inglewood Drive intersection. We understand this crossing is a vital connection in the Cities long-range transportation plan.

WSN is very familiar with this proposed project and attended an on-site meeting on March 11, 2010 to review details associated with the proposed crossing. Attendees at that meeting included representatives from BNSF (Lynn Liebfrid and Mike Mohrfield), MnDOT (Jim Weatherhead), and the City (Trevor Walter). We have also previously prepared sketches and costs estimates for the proposed improvements along with the 2015 STP funding application.

Our proposal includes the following tasks to assist with submission of the funding application:

- Review sketches for conformance with current regulations and requirements of MnDOT and BNSF
- Update existing cost estimates
- Complete the application form and review with City staff.
- Incorporate any changes requested by City staff into the final submittal documents
- Assist City staff with actual submittal as necessary

WSN proposes to perform the services described for the Lump Sum amount of \$2,450.00. Documents would be completed and provided to the City by November 15, 2016 for final review.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the WSN Agreement for Professional Services for the 2021 Inglewood Drive Railway Crossing STP Funding Assistance in the lump sum amount of \$2,450.00. Motion carried unanimously.

WSN SCHEDULE FOR THE 2017 EXCELSIOR ROAD, FAIRVIEW ROAD AND EDGEWOOD DRIVE IMPROVEMENTS PROJECT

WSN Consulting Engineer Wernberg reviewed the proposed schedule for the 2017 Excelsior Road, Fairview Road and Edgewood Drive Improvements Project.

Should the City Council decide to move forward with the project it will be a very tight schedule. WSN Consulting Engineer Wernberg recommended the survey would need to be completed before the snow falls in order to stay on schedule for 2017.

WSN PROPOSAL FOR THE 2017 EXCELSIOR ROAD FEASIBILITY STUDY FROM INGLEWOOD DRIVE TO FOREST DRIVE

WSN Consulting Engineer Wernberg reviewed the WSN Proposal for the 2017 Excelsior Road Feasibility Report from Inglewood Drive to Forest Drive for the full depth reclamation of Excelsior Road from Inglewood drive to Forest Drive.

WSN understands that two Excelsior Road Projects are proposed to be combined and constructed in 2017. The report for the Excelsior Road Full Depth Reclamation project will be a standalone report for the residential project area west of Forest Drive. The report will review the following improvements:

- Excelsior Road
 - Full depth reclamation
 - Pedestrian and bicycle facilities
- Grand Oaks Drive
 - Analysis of south bound Grand Oaks Drive right turn lane
 - Pedestrian and bicycle facilities

Our proposed scope of services is as follows:

Feasibility Study

WSN proposes to complete a feasibility report meeting the requirements of the Minnesota Chapter 429 assessment process. Specific items included with this proposal are:

- Research of existing documents and studies
- Preparation of preliminary study exhibits
- Estimated preliminary quantities
- Preparation of preliminary cost estimates and assessment calculations
- Preparation of draft feasibility study that includes a review of existing conditions, proposed improvements, estimated project costs, project implementation and discussion of conclusions and recommendations
- Assist the City with a preliminary project informational meeting

- Review preliminary study with City staff and Council
- Prepare final study based on City review comments

WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the Not to Exceed amount of \$9,880.00. WSN will subcontract with WSB for the traffic related analysis on Grand Oaks Drive. WSN proposes to have the feasibility study completed within 40 days following receipt of the notice to proceed.

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to recommend City Council approve the WSN Proposal for the 2017 Excelsior Road Feasibility Report from Inglewood Drive to Forest Drive in the Not to Exceed amount of \$9,880.00. Motion carried unanimously.

WSN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE 2016 EXCELSIOR ROAD ROUNDABOUT PRELIMINARY SURVEY

WSN Consulting Engineer Wernberg reviewed the WSN Agreement for Professional Services for the 2016 Excelsior Road Roundabout Preliminary Survey. The project area includes Excelsior Road from Forest Drive to TH 371, Edgewood Drive from Cash Wise Liquor to Excelsior Road and the Fairview Road extension through the Fruth property.

Preliminary Survey Services

WSN proposes to complete a preliminary topographic survey of the project area suitable for design of the proposed improvements. Items included with this proposal include:

- Establish vertical and horizontal control points within the project area.
- Field survey existing conditions and topography for vertical and horizontal location information.
- Coordinate field location of existing utilities (i.e. electric, telephone, gas, cable).
- Record and document location of mapped or marked underground utilities.
- Record and document existing property corners and right-of-way that are evident.
- Import field survey points into base drawing along with property and right-of-way information.
- Prepare base topographic drawing and existing ground surface.

Wetland Delineation Services

WSN proposes to delineate wetlands located within the project limits, prepare a wetland delineation report and submit the report to the Technical Evaluation Panel (TEP). Items included in our proposed scope of services are as follows:

- Review existing records/maps/surveys and existing data as required by the 1987 U.S. Army Corps of Engineers Wetlands Delineation Manual

- Conduct a site reconnaissance and stake wetland boundaries based on existing hydrology, vegetation and soils
- Survey location of wetland boundaries
- Prepare a delineation report suitable for submittal to all applicable regulatory authorities
- Submit and present the findings of the report to the TEP

Please note that the proposed wetland delineation services and associated fee assumes previously completed wetland delineations and information from adjacent private developments will be available for use by the City.

WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the Not to Exceed amount of \$14,750.00. The topographic survey would be completed as soon as possible and the wetland delineation report would be completed and ready for submittal at the first TEP meeting following the notice to proceed.

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council approve the WSN Agreement for Professional Services for the 2016 Excelsior Road Roundabout Preliminary Survey in the Not to Exceed amount of \$14,750.00. Motion carried unanimously.

ADJOURNMENT

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to adjourn the meeting at 8:35 p.m. Motion carried unanimously.

Approved by:

Submitted by:

Rock Yliniemi
Chairman

Mary Haugen
Administrative Assistant

DeChantal Excavating LLC

Snow Removal Estimate

P O Box 315
Brainerd, MN 56401

Office # 218-828-4636 Fax # 218-824-1510

Date 9/25/2016 Estimate # 894

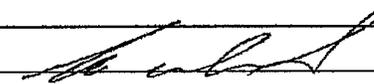
Name
City of Baxter. P O Box 2626 Baxter, MN 56425

Snow Removal Service	Quantity	Hourly Rate
1. Cat 140G Motor Grader	1	105.00
2. Cat 140H Motor Grader	1	105.00
3. Single Axle Plow Truck With Sander	1	95.00
4. One Ton Plow Truck	1	80.00
5. Wheel Loader	1	90.00
* Option for 2017 / 2018 Snow Season		
1. Cat 140G Motor Grader	1	108.00
2. Cat 140H Motor Grader	1	108.00
3. Single Axle Plow Truck With Sander	1	98.00
4. One Ton Plow Truck	1	82.00
5. Wheel Loader	1	93.00

DeChantal Excavating, LLC will not be held liable for any damages due to snow placement. We propose hereby to perform snow removal services from 11/01/2016 to 4/15/2017 for the stated hourly rates, per piece of equipment.

Payment to be made as follows:

Monthly Invoicing

Note: This proposal may be withdrawn by us if not accepted within <u>30</u> days.	Authorized Signature	
---	----------------------	---

Acceptance of Proposal -- The Above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform snow removal as specified. Payment will be made as outlined above.	Owner Signature	_____
	Date of Acceptance:	Owner Signature

SUBDIVISION BOND

Bond No.: 1137924

Principal Amount: \$42,112.50

KNOW ALL MEN BY THESE PRESENTS, that we Baxter, MN (14230 Dellwood N) LLC
as Principal, and Lexon Insurance Company a TX
Corporation, as Surety, are held and firmly bound unto City of Baxter,
as Obligee, in the penal sum of Forty Two Thousand Twelve Dollars and Fifty Cents
(Dollars) (\$42,112.50), 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, Baxter, MN (14230 Dellwood N) LLC has agreed to construct in 14230 Dellwood N Baxter
Subdivision, in City of Baxter, MN the following improvements:

Water Connection and pavement restoration Lot 2, Block One, Citizen's Addition in the City of
Baxter, Crow Wing County. Project #1552

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, and the Surety, upon receipt of a
resolution of the Obligee indicating that the improvements have not been installed or completed, will
complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond
which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public
improvements are completed.

Signed, sealed and dated, this 21st day of March, 2016

Baxter, MN (14230 Dellwood N) LLC
Principal

Lexon Insurance Company
Surety

By: [Signature]

By: [Signature]
Attorney-in-Fact
Stephen T. Kazmer



POWER OF ATTORNEY

Lexon Insurance Company

Bond #:1137924
Principal:Baxter, MN (14230 Dellwood N) LLC
Obligee:City of Baxter

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Stephen T. Kazmer

its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 21st Day of March, 2016.



BY [Signature] Andrew Smith Assistant Secretary

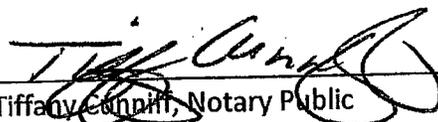
WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

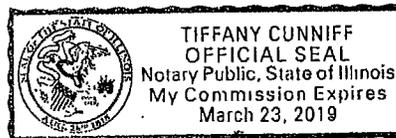
STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On March 21, 2016 before me, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Stephen T. Kazmer known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2019


Tiffany Cuniff, Notary Public
Commission No. 816980



DATE:03/28/2016 CK#:2515 TOTAL:\$19,772.06** BANK:InSite Capital PreDev(predev)
PAYEE:City of Baxter(citbax)

Property	Account	Invoice - Date	Description	Amount
600-3071	1520-0000	3071 032216 - 03/22/2016	3/22/16 Building Permit Fee	19,772.06
				<hr/> 19,772.06

Northwoods Crossing Development Traffic Study

For:



City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

October 25, 2016

Approved By the Baxter City Council _____

Prepared By:

WSB & Associates, Inc.
15574 Edgewood Drive
Suite #103
Baxter, MN 56401
Phone: (218) 824-3960

CERTIFICATION

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



Charles T. Rickart, P.E.

Date: October 25, 2016

Reg. No. 26082

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INTRODUCTION / BACKGROUND

The purpose of this study is to determine the potential transportation impacts for the development of the old Wells Fargo site, now Northwoods Crossing Development, on Dellwood Drive north of Woida Road, between the Country Inn and Suites Hotel and Culvers Restaurant adjacent to Menards. **Figure 1** shows the proposed project location.

The proposed Northwoods Crossing Development is anticipated to consist of two buildings with a mixture of service retail and restaurant uses. All access from the site will be through driveway connections to Dellwood Drive; one full movement direct access to Dellwood Drive, and one shared driveway with Menards across from the existing Culvers driveway. The proposed site plan is shown on **Figure 2**.

The transportation impacts of the existing and proposed traffic conditions were evaluated at the following intersections:

- Dellwood Drive at Whispering Woods Lane
- Dellwood Drive at Menards north access/Applebee's access
- Dellwood Drive at Menards south access/Culvers access
- Dellwood Drive at Country Inn and Suites access
- Dellwood Drive at Holiday gas station access
- Dellwood Drive at Woida Road
- TH 371 at Woida Road

The Traffic Engineering Review and Analysis in this Study was conducted to determine the impacts the site would have on the area traffic operations, lane geometry/traffic control and access locations.

The following sections of this report outline the findings of this study including:

- Documentation of existing traffic conditions in the area, and;
- Projecting future traffic for the proposed Northwood Crossing Development and anticipated future area development, and;
- Determining lane configuration needs at the primary driveways and intersections along the corridor, and;
- Developing conclusions and recommendations with respect to the existing and future roadway configurations in the corridor.



Figure 1
Project Area

Northwoods Crossing Development
City of Baxter, MN



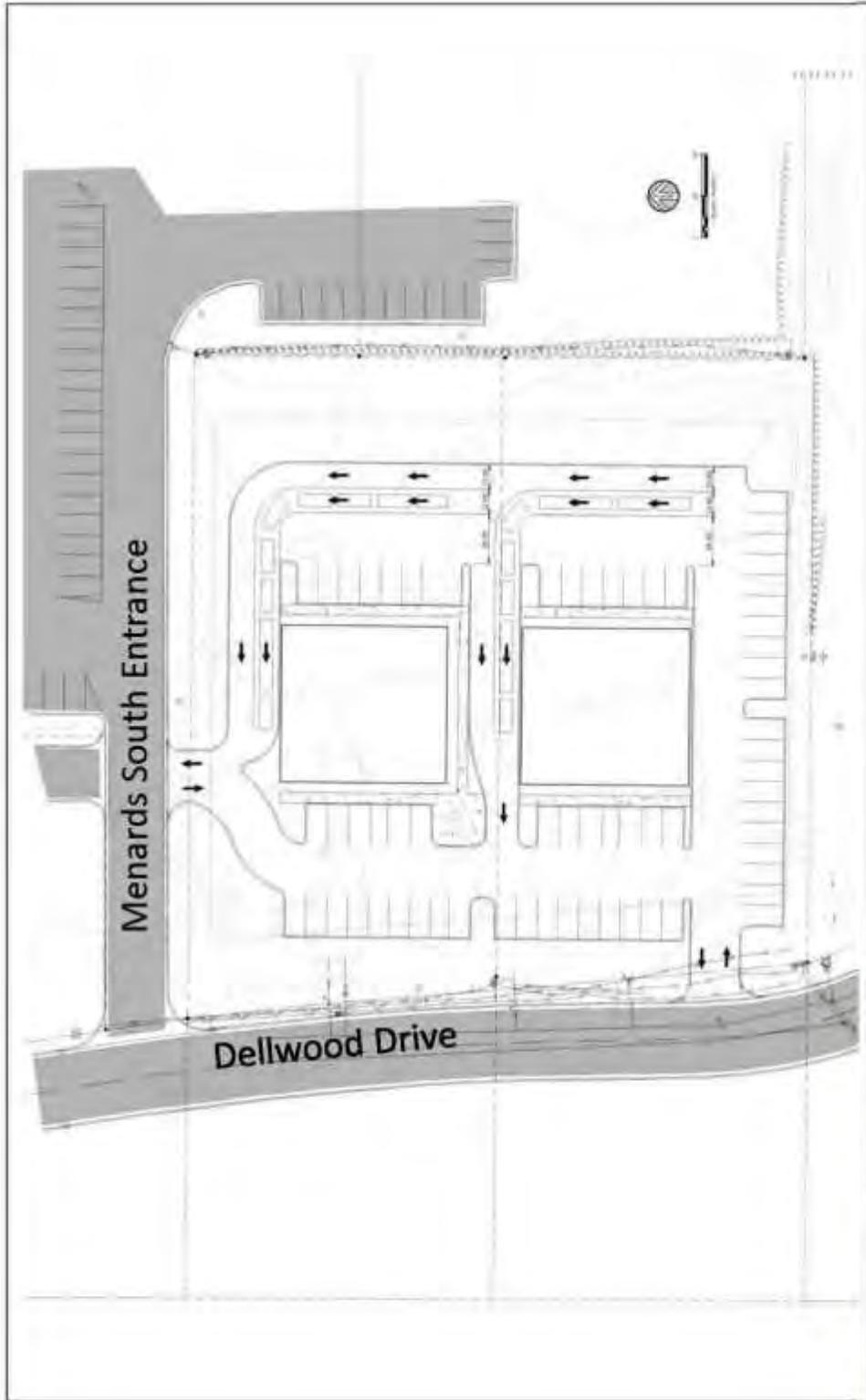


Figure 2
Site Development Plan

Northwoods Crossing Development
 City of Baxter, MN



EXISTING CONDITIONS

A. *Land Use*

The existing land use in the study area consists primarily of commercial and retail uses adjacent to TH 371, Dellwood Drive and Woida Road.

B. *Roadway Characteristics*

Woida Road is an east/west street extending from Garrett Lane on the west to Golf Course Drive on the east. East of Dellwood Drive, Woida Road has a typical 36 foot cross section with two lanes in each direction. Between Dellwood Drive and TH 371, Woida Road widens to an approximate 70 foot cross section to accommodate turn lanes at TH 371 and Dellwood Drive. Traffic signal control is provided at the TH 371 intersection. All other intersections are Stop Sign controlled. A 30mph speed limit is posted on Woida Road east of TH 371.

Dellwood Drive is a north/south street extending from Excelsior Road on the south to Wise Road (CR 49) on the north, as the east service road to TH 371. Dellwood Drive has a primary 36 foot two-lane urban cross section with no turn lanes. It provides access to the businesses adjacent to TH 371 with controlled intersections at the major cross streets accessing TH 371 including Woida Road. Dellwood Drive was reconstructed north of Whispering Woods Lane and south of South Menards Access in 2015. A 30mph speed limit is posted on Dellwood Drive.

The lane configurations at each of the study area intersections are as follows:

Dellwood Drive at Whispering Woods Lane – Side Street Stop control

NB Dellwood Dr approaching Whispering Woods Ln - one right/through/left
 SB Dellwood Dr approaching Whispering Woods Ln – one right/through/left
 WB Whispering Woods Ln approaching Dellwood Dr –one right/through/left

Dellwood Drive at Menards North Access/Applebee’s – Side Street Stop control

NB Dellwood Dr approaching Menards N. Access - one right/through/left
 SB Dellwood Dr approaching Menards N. Access - one right/through/left
 WB Menards N. Access approaching Dellwood Dr –one right/through/left

Dellwood Drive at Menards South Access/Culvers – Side Street Stop control

NB Dellwood Dr approaching Menards Access – one right/through/left
 SB Dellwood Dr approaching Menards Access - one right/through/left
 WB Menards Access approaching Dellwood Dr – one right/through/left

Dellwood Drive at Country Inn and Suites Access – Side Street Stop control

NB Dellwood Dr approaching Hotel Access - one right/through/left
 SB Dellwood Dr approaching Hotel Access – one right/through/left
 WB Hotel Access approaching Dellwood Dr – one right/through/left

Dellwood Drive at Holiday Gas Access – Side Street Stop control

NB Dellwood Dr approaching Holiday Access - one right/through/left
 SB Dellwood Dr approaching Holiday Access – one right/through/left
 WB Holiday Access approaching Dellwood Dr – one right/through/left

Dellwood Drive at Woida Road – Side Street Stop control

NB Dellwood Dr approaching Woida Rd – one right/through, one left
 SB Dellwood Dr approaching Woida Rd – one right/through, one left
 WB Woida Rd approaching Dellwood Dr – one right/through/left
 EB Woida Rd approaching Dellwood Dr – one right, one through/left

TH 371 at Woida Road – Traffic Signal control

NB 371 approaching Woida Rd – one right, two through, one left
 SB 371 approaching Woida Rd – one right, two through, two left
 WB Woida Rd approaching TH 371 – one free right, one through, one left
 EB Woida Rd approaching TH 371 – one free right, one through, one left

The existing roadway geometrics including the intersection traffic control, is shown on **Figure 3** and **Figure 4**.

C. Traffic Volumes

AM and PM peak hour turning movements and daily counts were conducted during the week of October 3rd, 2016. These counts were used as the existing baseline conditions for the area. **Figure 3** and **Figure 4** shows the existing intersections that were analyzed as part of this, with the existing 2016 AM and PM peak hour and traffic volumes.

D. Crash Data

The crash data included with this study was obtained using the Minnesota Crash Mapping Analysis Tool (MnCMAT) developed by MnDOT. The database includes crashes reported to MnDOT by local law enforcement agencies.

The crash data presented are for the years of 2013-2015. The MnCMAT database does not provide access to the original handwritten crash reports which contain some details that are not represented in the MnCMAT database. Crashes that resulted in damages under \$1000 may not be included in the database results as well.

The results indicate that only the intersection of Woida Road at Dellwood Drive and TH 371 at Woida Road had reported crashes. In both cases the calculated accident and severity rates are above the MnDOT Metro and Statewide averages. In general, the types of crashes include:

- Rear end crashes of vehicles stopped or slowing down to make left or right turns.
- Right angle crashes of vehicles pulling out from a side street or driveway.
- Left turn crashes of vehicles turning in front of another vehicle.

A summary of the existing crash data is shown in **Table 1**.

Table 1 – Crash Summary

Intersection	2013		2014		2015		Total Crashes
	PD	PI	PD	PI	PD	PI	
Dellwood Dr at Woida Rd	1	0	1	1	0	2	5
TH 371 at Woida Rd	18	5	12	4	21	10	70

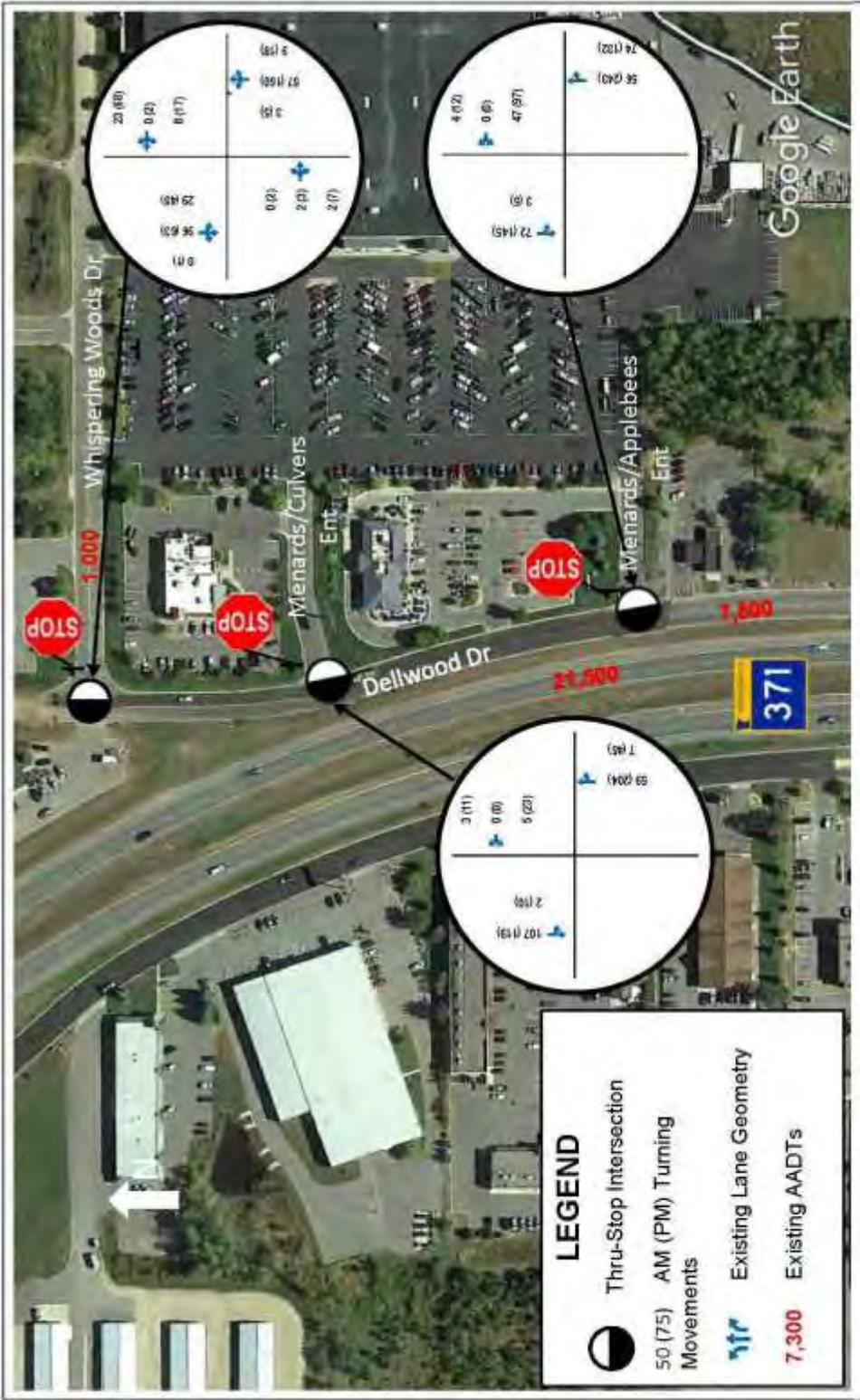


Figure 3
Existing Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN



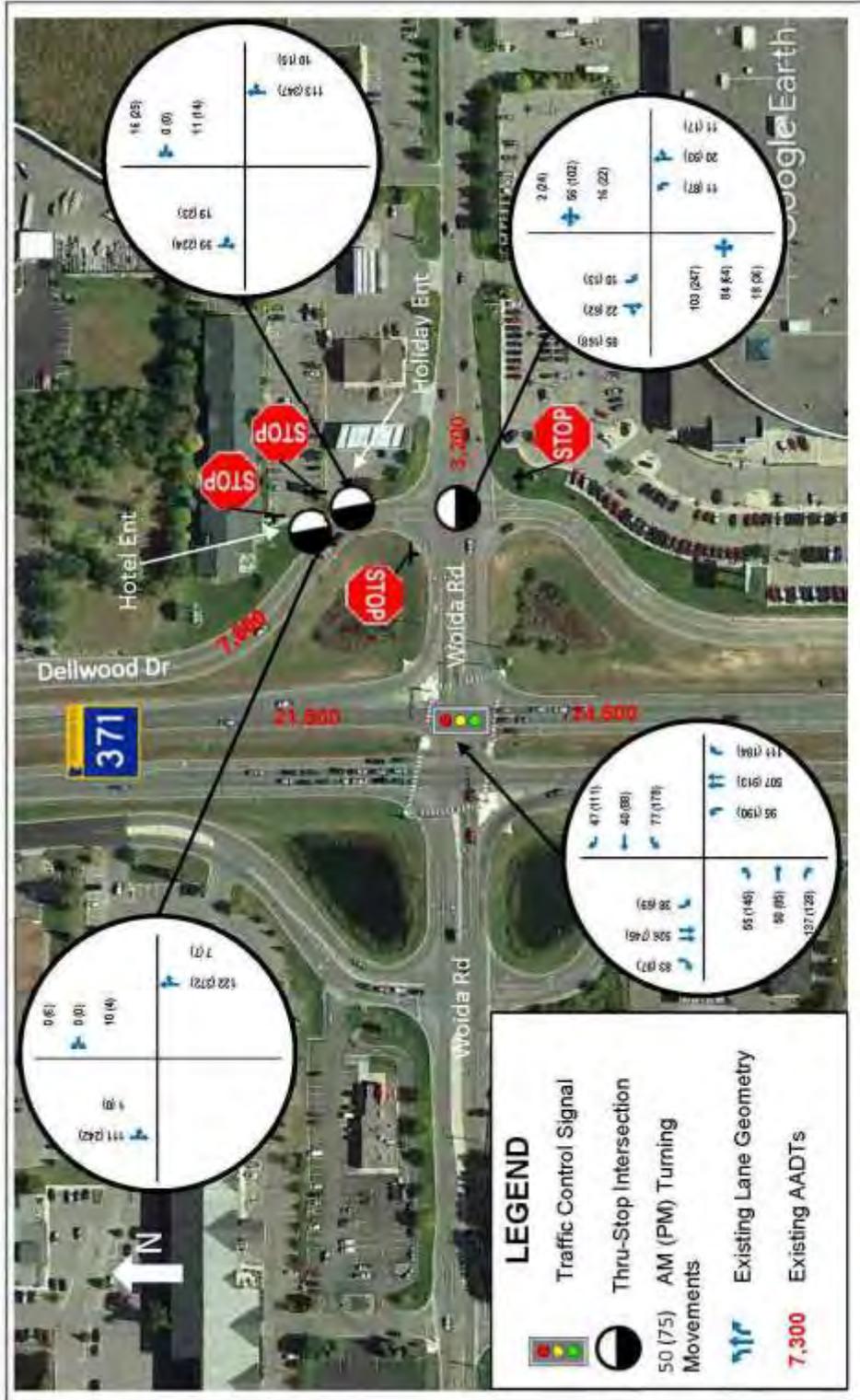


Figure 4
Existing Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN



TRAFFIC PROJECTIONS

In order to analyze the lane configuration and traffic control needs, projected traffic volumes were determined for the area. Projected 2018 and 2030 traffic volumes were determined based on proposed anticipated future development land use in the area and the City's current Transportation Plan. The following sections outline the traffic generation from the study area, as well as the traffic distribution and projected traffic volumes.

A. Traffic Generation

Traffic growth in the vicinity of a proposed site will occur between existing conditions and any given future year due to other development within the region. This background growth must be accounted for and included in future year traffic forecasts. Reviewing the historical traffic counts in the area, traffic has stayed somewhat constant or dropped in the past few years. However, in order to account for some background growth in traffic the Crow Wing County State Aid traffic growth projection factor of 1.7 over a 20 year period was used to project traffic from the 2016 counts to the 2018 and 2030 analysis years.

The estimated trip generation from the proposed Northwoods Crossing Development project is shown in **Table 2**. The trip generation used to estimate the proposed site traffic is also based on rates for other similar land uses as documented in the Institute of Transportation Engineers *Trip Generation Manual*, 9th Edition. The table shows the weekday AM and PM peak hour trip generation for the proposed development.

Table 2 - Estimated Dellwood Drive Development Site Trip Generation

Planned Use	Size	Unit	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Retail (2 sites)	2,000 ea	SF	28	14	14	20	12	8
Restaurant without drive through (2 sites)	40 ea	Seats	176	106	70	106	54	52
Restaurant with drive through	25	Seats	107	55	52	95	49	46
Coffee Shop with drive through	20	Seats	203	99	104	73	37	36
Total New Trips			514	274	240	294	152	142

Source: Institute of Transportation Engineers *Trip Generation Manual*, 9th Edition

B. Traffic Distribution

Area generated trips were distributed to the adjacent roadway system based on several factors including:

- Previous traffic and transportation studies in the area.
- Anticipated origins and destinations for specific land use (i.e. location of commercial uses in relationship to residential).
- Existing travel patterns and future roadway connections.

Based on these parameters the following general traffic distribution was used to distribute the projected traffic volumes along in the Dellwood Drive area:

- 10% to/from the north on Dellwood Drive
- 20% to/from north on TH 371
- 15% to/from south on Dellwood Drive
- 35% to/from south on TH 371
- 10% to/from the east on Woida Road
- 10% to/from the west on Woida Road

C. Projected Traffic Volumes

Traffic forecasts were prepared for the year 2018 which is the year after the initial phase the proposed development is anticipated to be completed and for the 2030 conditions the Comprehensive Plan year which represents the full development of the area.

The traffic forecasts were prepared by adding the projected annual background traffic growth and the projected non-development traffic growth to the existing 2016 traffic counts to determine the “No-Build” traffic conditions. The proposed development traffic was then added to the no-build traffic conditions to determine the 2018 and 2030 Build traffic conditions. **Figures 5 - 12** shows the projected 2018 and 2030 No-Build and Build AM and PM peak hour traffic volumes.

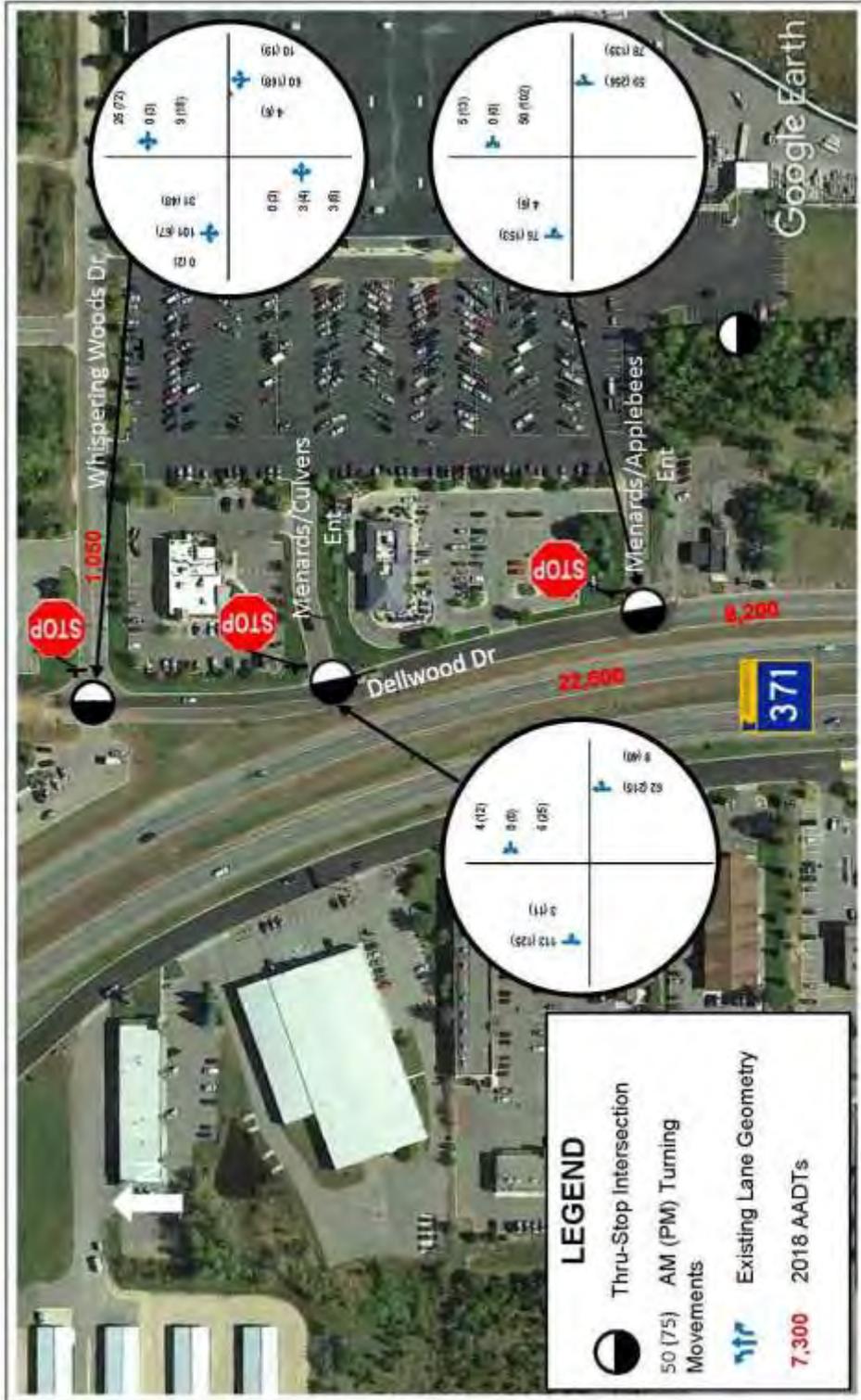


Figure 5
2018 No-Build Conditions
Turning Movements

Northwoods Crossing Development
 City of Baxter, MN

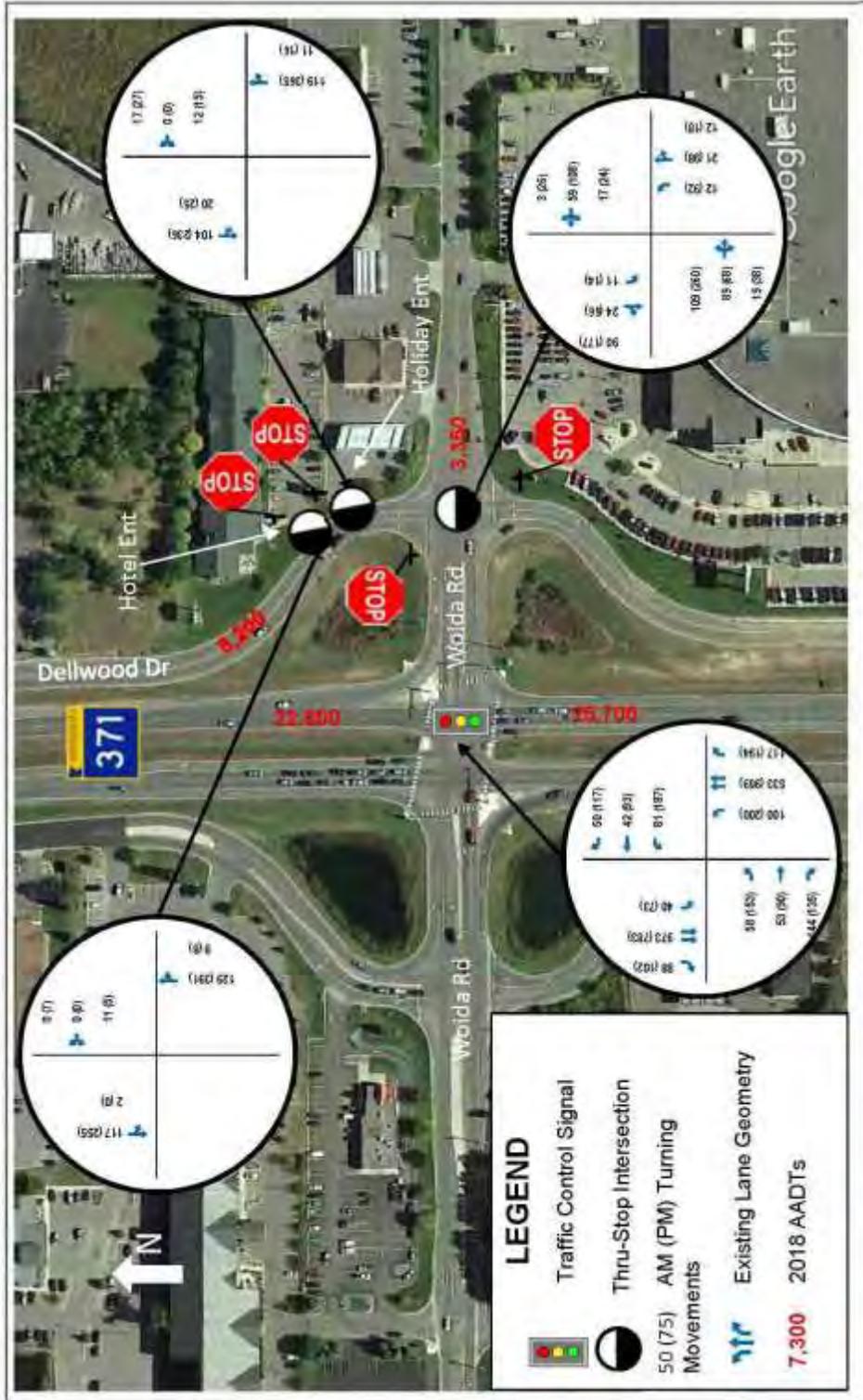


Figure 6
2018 No-Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN



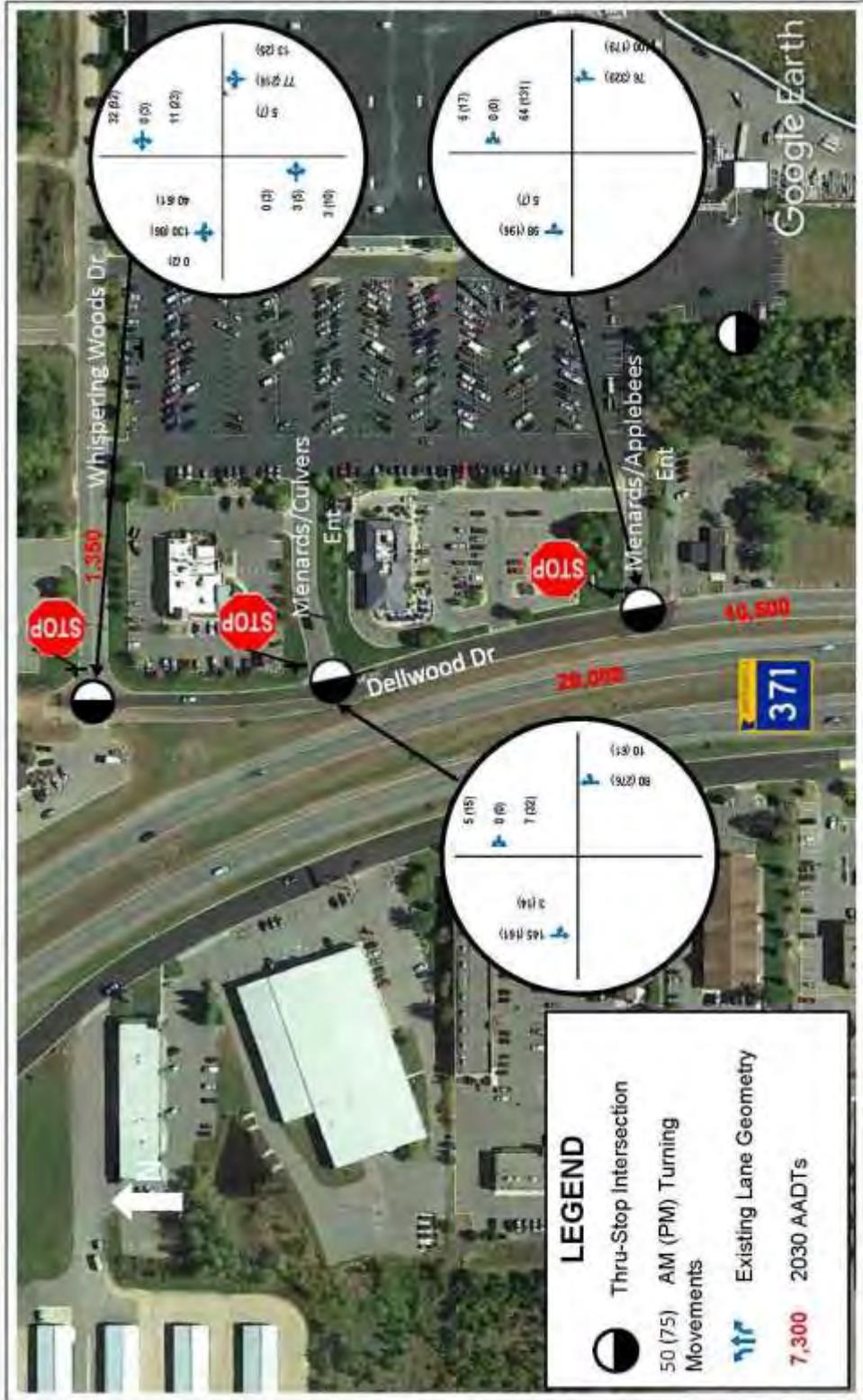


Figure 7
2030 No-Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN



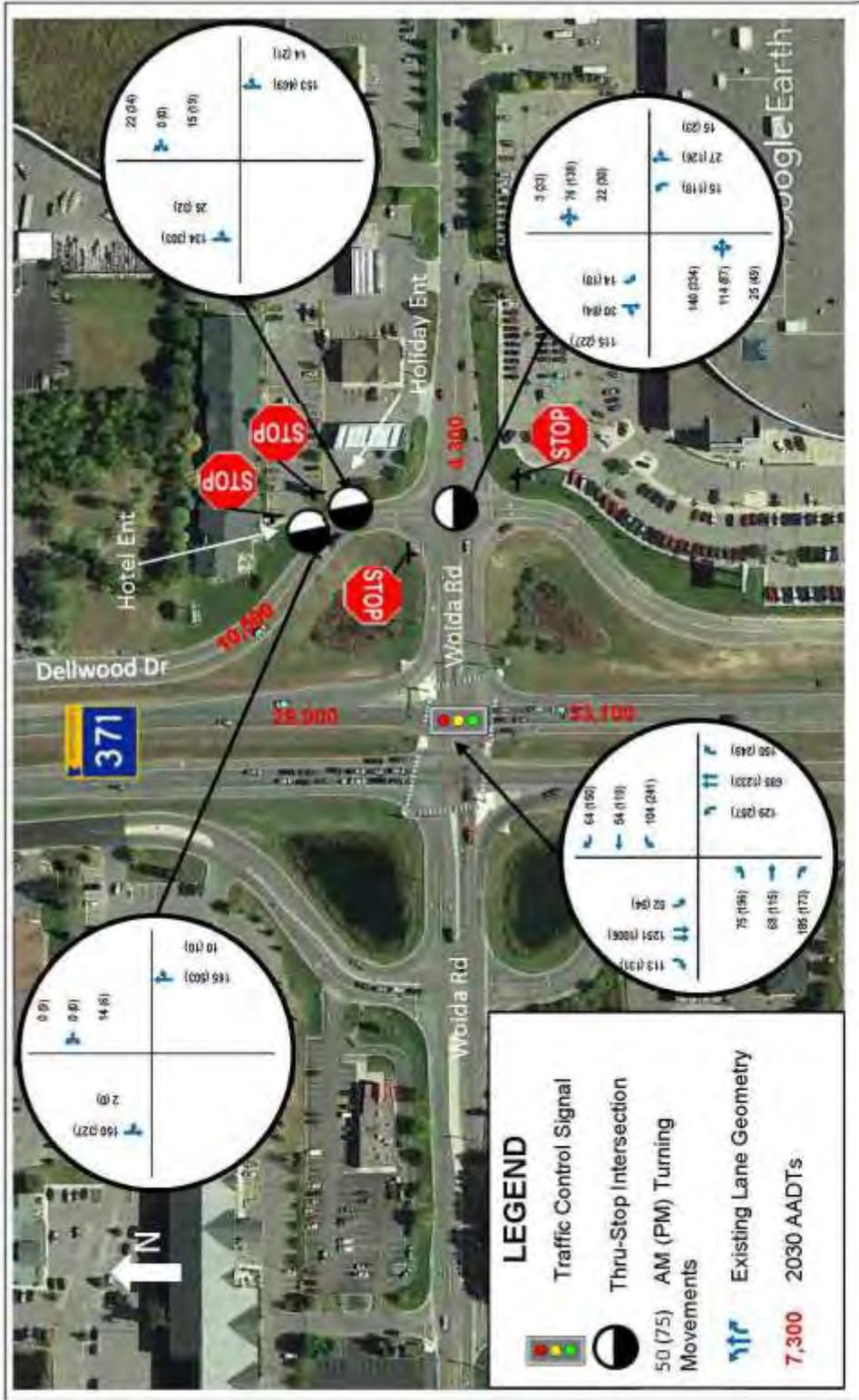


Figure 8
2030 No-Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN



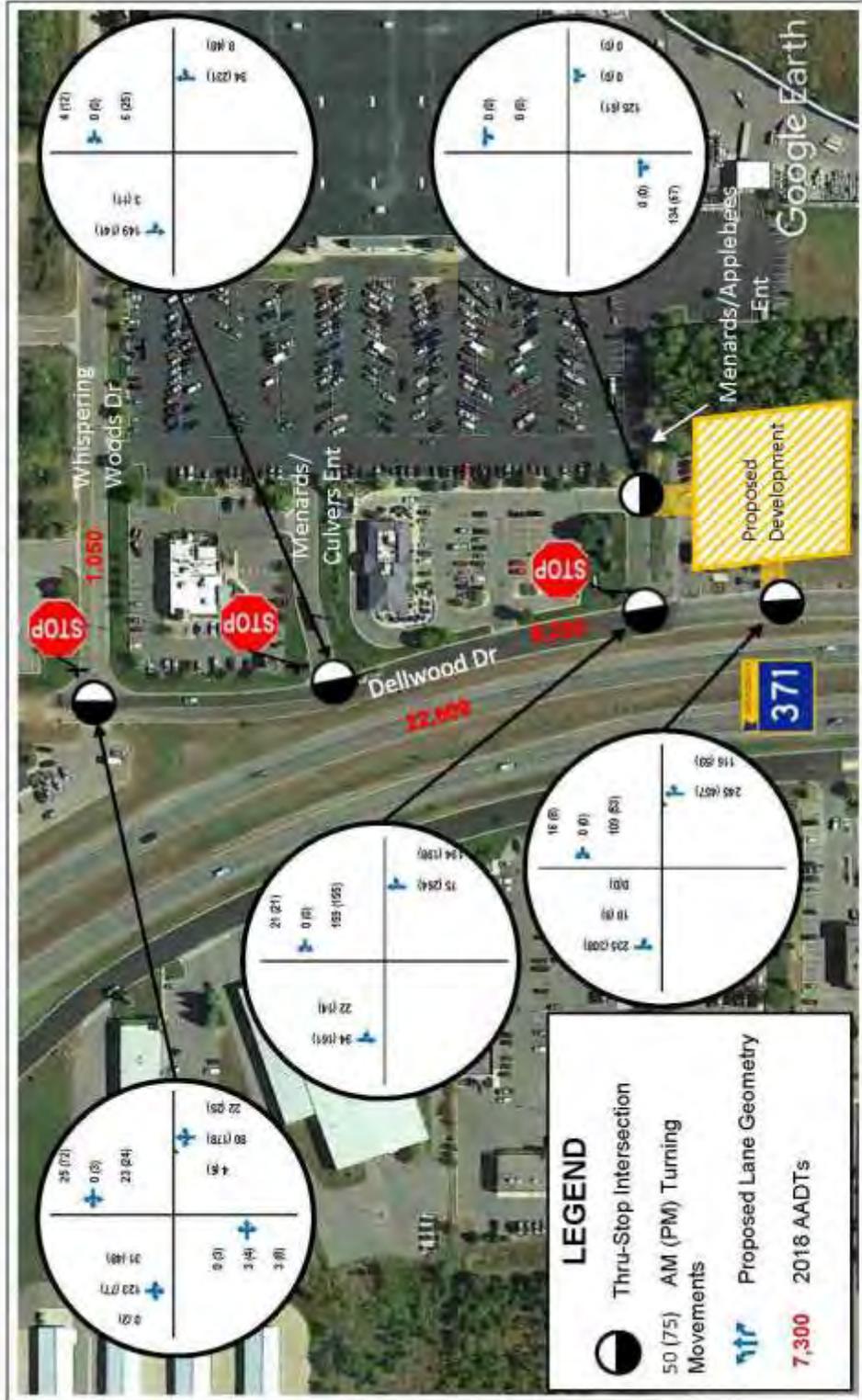


Figure 9
2018 Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN

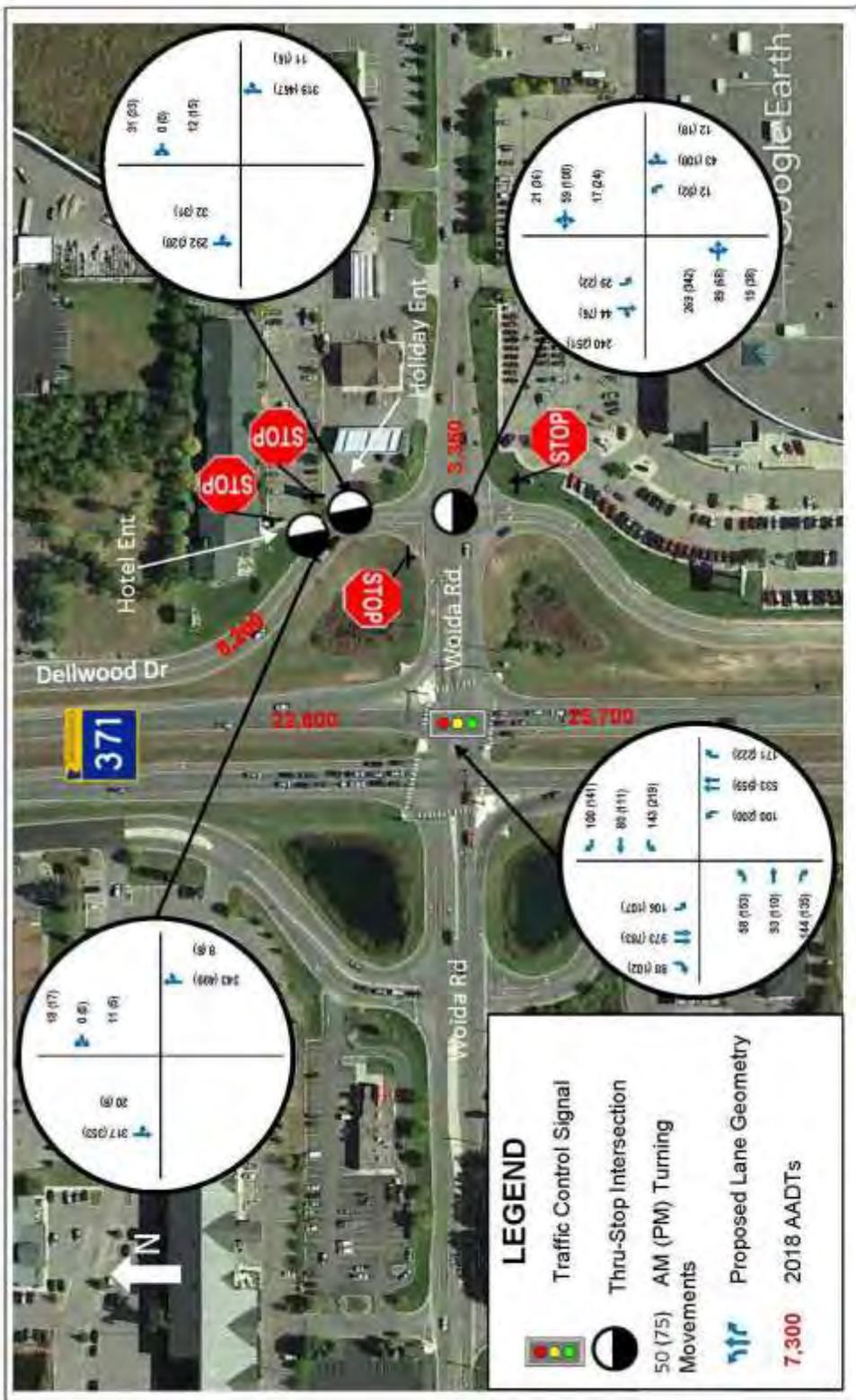


Figure 10
2018 Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN



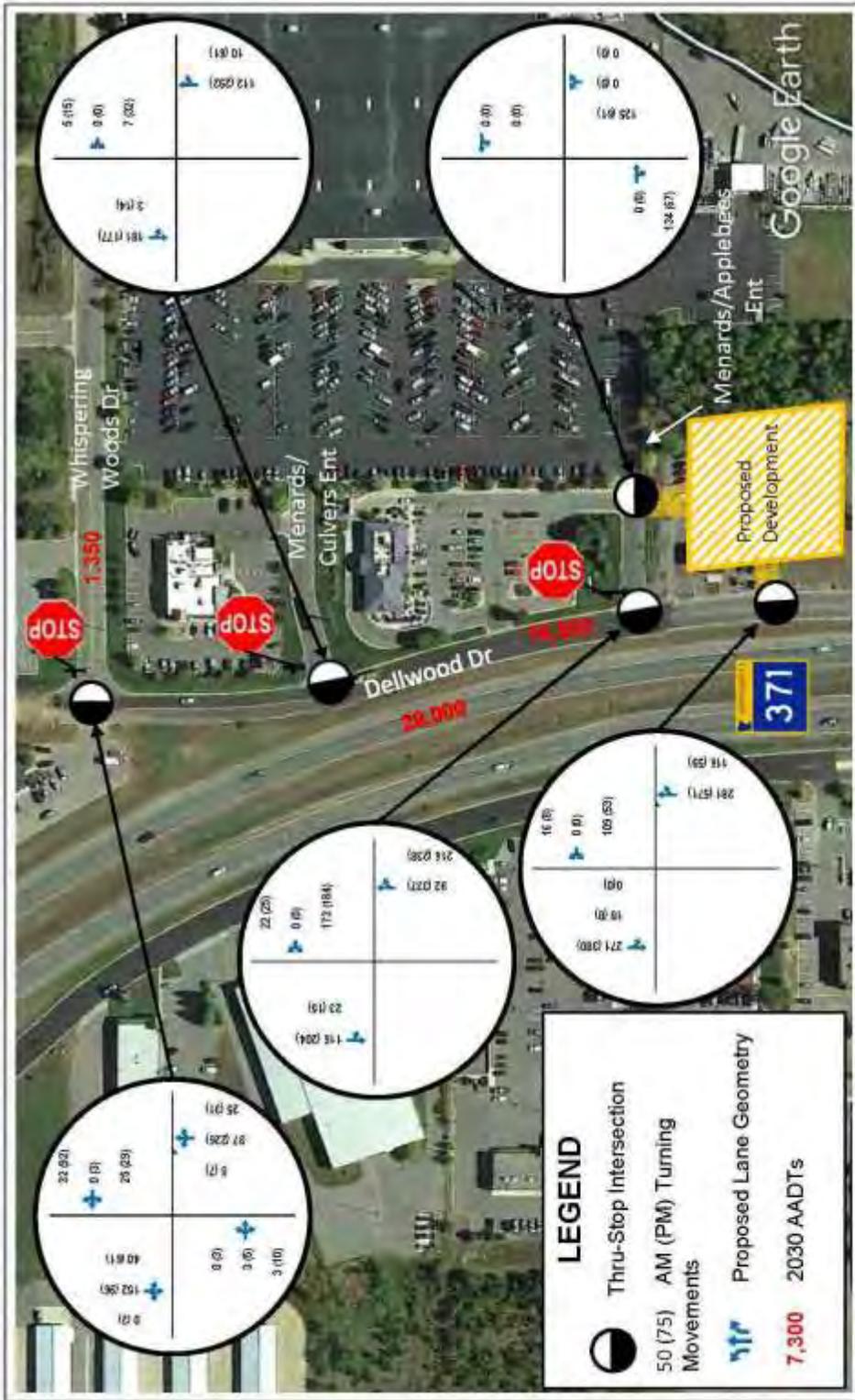


Figure 11
2030 Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN



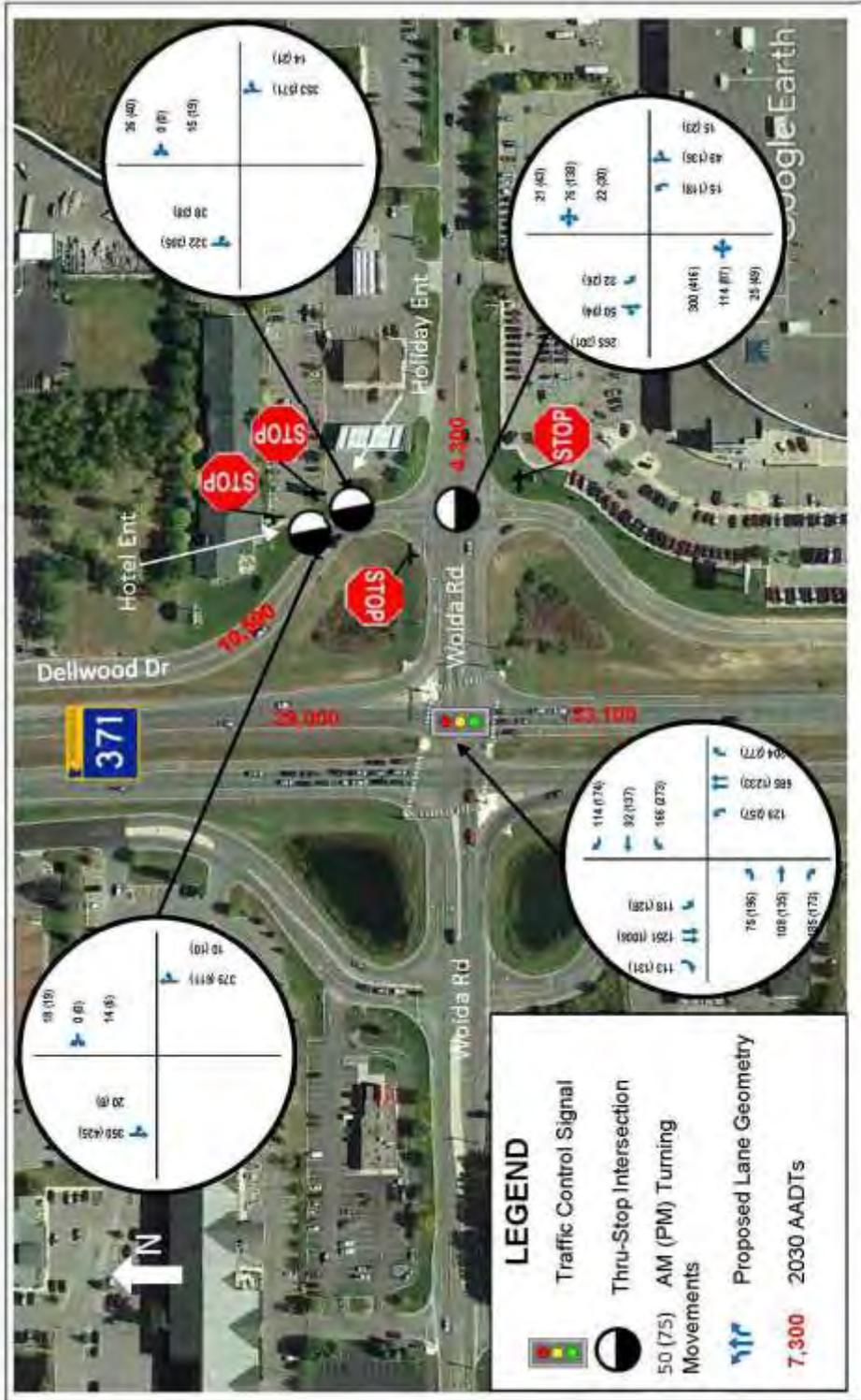


Figure 12
2030 Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN



TRAFFIC IMPACT ANALYSIS

Existing and/or forecasted traffic operations were evaluated for the intersections and driveway in the study area. The analysis was conducted for the following scenarios:

1. Existing 2016
2. Projected 2018 No-Build
3. Projected 2018 Build
4. Projected 2030 No-Build
5. Projected 2030 Build

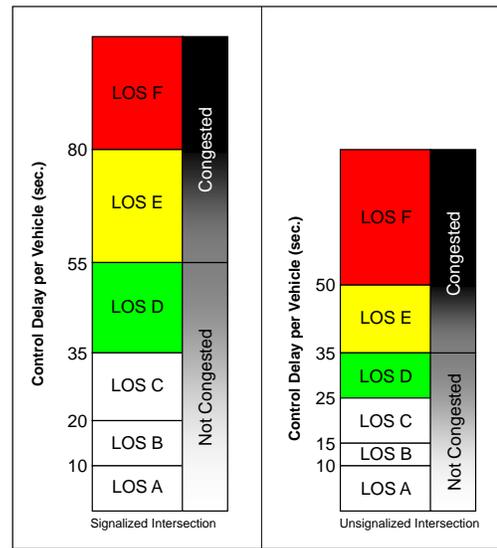
This section describes the methodology used to assess the operations and provides a summary of traffic operations for each scenario.

A. Methodology

The intersections in the corridor were evaluated during the AM and PM peak hours using Synchro/SimTraffic micro simulation software. The results are derived from established methodologies documented in the Highway Capacity Manual (HCM) 2010. The software was used to evaluate the characteristics of the roadway network including lane geometrics, turning movement volumes, traffic control and signal timing. In addition, the signal timing parameters for future year conditions were optimized using Synchro. This information was then transferred to SimTraffic (the traffic simulation model) to estimate average peak hour vehicle delays and queues.

One of the primary measures of effectiveness used to evaluate intersection traffic operations, as defined in the HCM, is Level of Service (LOS) – a qualitative letter grade, A – F, based on seconds of vehicle delay due to a traffic control device at an intersection. By definition, LOS A conditions represent high quality operations (i.e., motorists experience very little delay or interference) and LOS F conditions represent very poor operations (i.e., extreme delay or severe congestion). **Figure 13** depicts a graphical interpretation of delay times that define level of service. The delay thresholds are lower for un-signalized intersections than signalized intersections due to the public's perception of acceptable delays for different traffic controls as indicated in the HCM. In accordance with the Minnesota Department of Transportation (MnDOT) guidelines, this analysis used the LOS D/E boundary as an indicator of acceptable traffic operations.

Figure 13: Level of Service Ranges for Signalized and Un-signalized Intersections



SOURCE: Level of Service thresholds from the Highway Capacity Manual, 2000.

Existing Level of Service Summary

Table 3 - 2016 Existing Conditions shown below, summarizes the existing LOS at the primary intersections and driveways in the study area assuming the current lane geometry, traffic control and 2016 traffic volumes. The analysis results show that all intersection and driveways are operating at an overall LOS C or better during both the weekday AM and PM peak hours with all movements operating at LOS D or better, except the northbound left turn from TH 371 to westbound Woida Road in the PM Peak Hour which is operating at a LOS E.

Table 3: 2016 Existing Conditions Level of Service Summary

Intersection	AM Peak Hour		PM Peak Hour	
	LOS	Overall Delay (sec/veh)	LOS	Overall Delay (sec/veh)
Dellwood Dr at Whispering Woods Ln	A (A)	1	A (A)	1
Dellwood Dr at Menards N Access	A (A)	1	A (A)	1
Dellwood Dr at Menards/Culvers Access	A (A)	1	A (A)	2
Dellwood Dr at Hotel Access	A (A)	1	A (A)	1
Dellwood Dr at Holiday Access	A (A)	1	A (A)	1
Dellwood Dr at Woida Rd	A (A)	3	A (B)	5
TH 371 at Woida Rd	B (D)	15	C (E)	31

A (A) – Overall LOS (Worst Movement LOS)

Forecasted Traffic Operations

A capacity and LOS analysis was completed for the study area intersections and driveways for 2018 which is the year after the proposed initial development would be completed and for the 2030 condition which represents the 20 year design timeframe assumed to be full development of the area. The results of the analysis are discussed below.

Table 4 - No Build Level of Service Summary, shows that all intersection and driveways will be operating at an overall LOS D or better in 2018 and 2030 during both the weekday AM and PM peak hours with the existing intersection geometrics and traffic control, except TH 371 at Woida Road in the PM Peak Hour by the year 2030. With the increase in traffic, some movements will be operating at LOS E and F, specifically at the intersections of TH 371 and Woida Road.

The specific movements at LOS E or F are:

- 2018:
 - NB left turn from TH 371 to WB Woida Road, AM = LOS D, PM = LOS E
 - SB left turn from TH 371 to EB Woida Road, PM = LOS E
- 2030
 - NB left turn from TH 371 to WB Woida Road, AM = LOS E, PM = LOS F
 - SB left turn from TH 371 to EB Woida Road, AM = LOS E, PM = LOS F

Table 4: No Build Condition Level of Service Summary

Intersection	2018				2030			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	LOS	Delay (sec/veh)						
Dellwood Dr at Whispering Woods Ln	A (A)	1						
Dellwood Dr at Menards N Access	A (A)	1						
Dellwood Dr at Menards/Culvers Access	A (A)	1	A (A)	2	A (A)	1	A (C)	6
Dellwood Dr at Hotel Access	A (A)	1	A (B)	1	A (A)	1	B (C)	10
Dellwood Dr at Holiday Access	A (A)	1	A (C)	3	A (A)	1	B (C)	12
Dellwood Dr at Woida Rd	A (A)	3	A (B)	6	A (A)	3	B (C)	14
TH 371 at Woida Rd	B (D)	17	D (E)	44	D (E)	48	E (F)	56

A (A) – Overall LOS (Worst Movement LOS)

Table 5 – Projected Build Level of Service Summary, shows that, similar to the no-build conditions, all intersection and driveways will be operating at an overall LOS D or better in 2018 and 2030 during both the weekday AM and PM peak hours with the existing intersection geometrics and traffic control, except TH 371 at Woida Road in the PM Peak Hour by the year 2030. With the increase in traffic, some movements will be operating at LOS E and F, specifically at the intersections of TH 371 and Woida Road and Woida Road at Dellwood Drive.

The specific movements at LOS D, E or F are:

- 2018:
 - NB left turn from TH 371 to WB Woida Road, AM = LOS D, PM = LOS E
 - SB left turn from TH 371 to EB Woida Road, PM = LOS E
- 2030
 - WB left turn from Menards No Access to Dellwood Dr, PM = LOS D
 - WB left turn from Hotel Access to Dellwood Dr, PM = LOS D
 - WB left turn from Holiday Gas Access to Dellwood Dr, PM = LOS D
 - EB left turn from Woida Rd to Dellwood Dr, PM = LOS E
 - NB left turn from TH 371 to WB Woida Road, AM = LOS E, PM = LOS F
 - SB left turn from TH 371 to EB Woida Road, AM = LOS E, PM = LOS F

Table 5: Build Condition Level of Service Summary

Intersection	2018				2030			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	LOS	Delay (sec/veh)						
Dellwood Dr at Whispering Woods Ln	A (A)	1	A (A)	1	A (A)	1	A (A)	2
Dellwood Dr at Menards N Access	A (A)	1	A (A)	1	A (A)	1	A (B)	3
Dellwood Dr at Menards/Culvers Access	A (A)	3	A (A)	3	A (A)	3	C (D)	18
Dellwood Dr at Site Access	A (A)	1	A (B)	5	A (B)	2	B (C)	12
Dellwood Dr at Hotel Access	A (A)	2	A (B)	5	A (A)	3	C (D)	20
Dellwood Dr at Holiday Access	A (A)	2	A (C)	8	A (C)	4	C (D)	18
Dellwood Dr at Woida Rd	A (B)	4	B (C)	10	A (B)	6	D (E)	26
TH 371 at Woida Rd	B (D)	18	D (E)	46	D (E)	49	E (F)	59

A (A) – Overall LOS (Worst Movement LOS)

Vehicle Queuing Analysis

A queuing analysis for the existing and future conditions was conducted, evaluating the anticipated vehicle queues with the build traffic conditions. The analysis was conducted using the SimTraffic simulation software. The results found that during both the weekday AM and PM peak hours in 2018 the maximum queues will not exceed the available turn lane storage or block driveways. However, by 2030 several locations were identified that would exceed turn lane storage and would block driveways. These include the following locations:

- Northbound and southbound TH 371 left turn lanes to Woida Road will back up past existing left turn storage length.
- Eastbound Woida Rd left turn lane to northbound Dellwood Drive will back up to TH 371.
- Southbound Dellwood Drive through/right lane to Woida Road will back up past the Holiday gas access and Hotel access.
- Southbound Dellwood Drive left turn lane to Holiday gas access will back up past the Hotel access.
- Westbound movement exiting Menards south access/Culvers access will back up to the Culvers/proposed Northwoods Crossing Development driveway.
- Westbound movement exiting the Hotel access will back up blocking site parking.
- Westbound movement exiting the proposed Northwoods Crossing Development site will back up blocking site parking.

SITE PLAN REVIEW

Based on a review of the proposed Northwoods Crossing Development site plan as shown in *Figure 2* the following comments are offered:

1. The drive through isles should have a separation from the site circulation drive isles. This should be some type of physical barrier, such as a raised concrete median.
2. The configuration of the access driveway from the Menards/Culvers Restaurant driveway should be modified to provide a clear lane configuration. This could be accomplished by having the driveway line up directly with circulation drive isle in front of the building and “Tee” the back circulation isle into it.
3. At the locations where the drive through isles cross the circulation drive isles in the back of the building, clear delineation and signing should be provided so that the circulation isles are not blocked.
4. A truck circulation plan, including truck turning radius templates should be provided to insure that trucks can move through the site without impacting parking or drive isles.

CONCLUSIONS / RECOMMENDATIONS

Based on the analysis documented in this Study, WSB has concluded the following:

- The proposed Northwoods Crossing Development is anticipated to consist of two 6000 sf buildings with a mixture of service retail and restaurant uses. All access from the site will be through driveway connections to Dellwood Drive; one full movement direct access to Dellwood Drive, and one shared driveway with Menards across from the existing Culvers driveway. The development is anticipated to generate an additional 514 AM peak hour trips and 294 PM peak hour trips.
- Existing traffic operations analysis shows that all intersection and driveways are operating at an overall LOS C or better during both the weekday AM and PM peak hours with all movements operating at LOS D or better, except the northbound left turn from TH 371 to westbound Woida Road in the PM Peak Hour which is operating at a LOS E.
- Intersection traffic operations for the future no-build condition show that all intersection and driveways will be operating at an overall LOS D or better in 2018 and 2030 during both the weekday AM and PM peak hours with the existing intersection geometrics and traffic control, except TH 371 at Woida Road in the PM Peak Hour by the year 2030. With the increase in traffic, some movements will be operating at LOS E and F, specifically at the intersections of TH 371 and Woida Road.
- Intersection traffic operations for the future build condition show that, assuming the addition of the Northwoods Crossing Development traffic, all intersection and driveways will be operating at an overall LOS D or better in 2018 and 2030 during both the weekday AM and PM peak hours with the existing intersection geometrics and traffic control, except TH 371 at Woida Road in the PM Peak Hour by the year 2030. With the increase in traffic, some movements will be operating at LOS E and F, specifically at the intersections of TH 371 and Woida Road and Woida Road at Dellwood Drive.
- Based on the vehicle queuing analysis for the existing and future traffic conditions for weekday AM and PM peak hours in 2018 the maximum queues will not exceed the available turn lane storage or block driveways. However, by 2030 several locations were identified that would exceed turn lane storage and would block driveways.

Based on these conclusions, the traffic analysis and review of the site plan the following is recommended:

1. Restripe Dellwood Drive to provide a center left turn lane from Woida Road to north of the Menards south access/Culvers access with the proposed Northwoods Crossing Development plan.
2. As traffic continues to increase with future development, review the operations and roadway geometric needs at the Woida Road and Dellwood Drive intersection.
3. As traffic continues to increase with future development, work with MnDOT to extend the left turn lanes on TH 371 at Woida Road intersection.



Memorandum

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

From: *Chuck Rickart, PE, PTOE, Project Manager
WSB & Associates, Inc.*

Date: *October 26, 2016*

Re: *Fruth Property Site Plan Review
City of Baxter
WSB Project No. 2037-03*

As was requested we have reviewed the proposed Fruth Property Development site plan with respect to traffic operation on Excelsior Road as well as site access through the Frandsen Bank & Trust site to Excelsior Road.

The review of the anticipated Excelsior Road traffic operation impacts is based on the Excelsior Road Transportation Study Supplemental Traffic Analysis #2 reviewed by City Council on May 10, 2016. This analysis determined at what traffic level a proposed driveway intersection on Excelsior Road would fail and identified what interim improvements would be needed to accommodate a level of development before the full buildout of the roundabout on Excelsior Road at the Fairview Road Extension would be required.

Based on the traffic analysis documented in the Supplemental Traffic Analysis #2 it was concluded that a portion of the site could be developed prior to completion of the roundabout. The size of the allowable development would change based on the type of use and/or if roadway improvements on Excelsior Road were made in conjunction with the driveway connection to the site. In summary the following development level scenarios could be completed:

2,500 sf of general retail without any roadway improvements, **or**;
1,400 sf of fast food restaurant without any roadway improvements, **or**;
4,000 sf of general retail with roadway improvements, **or**;
2,000 sf of fast food restaurant with roadway improvements.

Based on the current proposed site plan the development would consist of a 4,000 sf high turnover sit down restaurant and a 3,000 sf low generation retail store. Assuming standard Institute of Transportation Engineer Traffic Generation rates, the proposed uses would generate slightly less traffic than that identified in Supplemental Traffic Analysis #2 (1100 vehicles per day vs 950 vehicles per day).

This conclusion assumes that Excelsior Road would be restriped to accommodate a left turn lane into the proposed site access as shown below in the figure from Supplemental Traffic Analysis #2. Based on this assumption and the traffic generation review, the proposed size of development and uses can be accommodated.

Figure 1: Fruth Site Access Concept



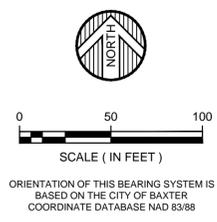
Two Fruth Property site plans have been prepared with alternative access through the Frandsen Bank & Trust site. One provides access to the drive isle adjacent to the bank and the other to the drive isle further to the west. Either plan provides good alternative access to the site with advantage to both.

The advantage with the access adjacent to the bank is that it provides a more direct connection to the driveway on Excelsior Road and provides a drive isle through both sites that is set up for future development south of the proposed site. The disadvantage is that traffic will be traveling in front of the bank building entrance.

The advantage of the access further to the west is that it moves traffic away from the bank building entrance and would discourage traffic from using this as an alternative access. The disadvantage is that it will be more difficult to set up a primary drive isle though the site or future development to the south.

Based on the review of the site plans and the anticipated advantages and disadvantages it is recommended that the access be provided at the location further to the west thereby moving the traffic from the proposed site away from the front of the bank building entrance.

If you have any comments or questions please contact me at (612) 360-1283 or crickart@wsbeng.com.



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

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

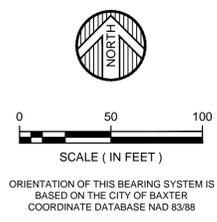
DATE: _____ LIC. NO. _____

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: 10/18/2016
SCALE: 1:50
DRAWN BY: AM
CHECKED BY: CC
JOB NUMBER: 0220161858.000

FRUTH PROPERTY
ONECORP
BAXTER, MN
SITE PLAN

SHEET NO. **C1.1**
OF _____



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

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: 10/18/2016
 SCALE: 1:50
 DRAWN BY: AM
 CHECKED BY: CC
 JOB NUMBER: 0230011858.000

FRUTH PROPERTY
 ONECORP
 BAXTER, MN
SITE PLAN

SHEET NO
C1.1
 SHEET OF



September 28, 2016

Mr. Phil Strzelecki
14903 Franklin Drive
Baxter, MN 56425

Re: Street Light Petition

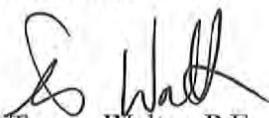
Dear Mr. Strzelecki:

Thank you for your letter dated September 20, 2016 regarding our past discussion for a street light at Franklin Drive. Mr. & Mrs. Swedin picked up the petition for street lighting last year; however, it has not been returned to the City at this time. The City of Baxter cannot take any action on the street light request until the petition has been received.

I am enclosing a street light petition that will need to be signed by you, Herb & Darlene Swedin, Janie Lapka, and Nicholas Awalt. Please have your neighbors sign the petition and return the document to City Hall as soon as possible so the street light can be installed before freeze up conditions occurs.

If you have any questions or concerns regarding this petition, please feel free to contact my administrative assistant Mary Haugen at (218) 454-5115.

Sincerely,


Trevor Walter, P.E.
Public Works Director
City Engineer

*Janie Lapka doesn't live there
any more.*

*The other house is for sale, I'm
sure he won't object to
having the street safer.*

Thank You

CITY OF BAXTER
REQUEST FOR STREET LIGHTING

PLEASE READ AND UNDERSTAND PRIOR TO SIGNING

REQUEST INFORMATION

WE, THE UNDERSIGNED, DO HEREBY REQUEST THE CITY COUNCIL OF THE
CITY OF BAXTER TO INSTALL A CITY STREET LIGHT AT THE
90 DEGREE CORNER OF FRANKLIN DRIVE

If you have any questions concerning the above request, please contact the City of Baxter
Public Works Department at (218) 454-5115.

PLEASE PRINT OR TYPE INFORMATION

	ADDRESS	NAME OF OWNERS	DATE	SIGNATURES
①	<u>14903</u> <u>FRANKLIN DR</u>	<u>PHILLIP</u> <u>MARY</u>	<u>10/3/16</u> <u>10/6/16</u>	<u>Phillip Stuzelucki</u> <u>Mary Stuzelucki</u>
	<u>14914</u> <u>Franklin Dr</u>	<u>Herb Swedin</u> <u>Darlene</u>	<u>10/13/16</u> <u>10/13/16</u>	<u>Darlene Swedin</u> <u>Herb Swedin</u>
②	<u>14956</u> <u>Franklin Dr</u>	<u>Tyler Peterson</u>	<u>10/18/16</u>	<u>Tyler Peterson</u>
	<u>14882 Frankln</u>	<u>Joe Wasnile</u>	<u>10/18/16</u>	<u>Joe Wasnile</u>
③	_____	_____	_____	_____
	_____	_____	_____	_____
④	_____	_____	_____	_____
	_____	_____	_____	_____



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

October 25, 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. 3 in the amount of \$100,362.13 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

Cc: Todd DeBoer



444 Cedar Street, Suite 1500
 Saint Paul, MN 55101
 651.292.4400
 tkda.com

PERIODICAL ESTIMATE FOR PARTIAL PAYMENTS

Estimate No. 3 Period Ending October 20, 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>823,644.76</u>
Total Approved Credits		\$	<u>0.00</u>
Total Approved Extra Work Completed	\$	<u>32,746.95</u>	
Approved Extra Orders Amount Completed		\$	<u>32,746.95</u>
Total Amount Earned This Estimate		\$	<u>856,391.71</u>

Less Approved Credits	\$	<u>0.00</u>	
Less <u>5</u> % Retained	\$	<u>42,819.59</u>	
Less Previous Payments	\$	<u>713,209.99</u>	
Total Deductions		\$	<u>756,029.58</u>
Amount Due This Estimate		\$	<u>100,362.13</u>

Contractor Jeff Elshen Date 10/24/16
 Engineer Matthew R. Collins Date 10/24/2016

**CITY OF BAXTER, MINNESOTA
PAY REQUEST #3 - OCTOBER 20, 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	16	EA	\$ 144.41	\$ 2,310.56
2	1" Meter Complete With Radio Transmitter and Meter Seal	18	EA	\$ 192.23	\$ 3,460.14
3	1-1/2" Meter Complete With Radio Transmitter and Meter Seal	6	EA	\$ 381.59	\$ 2,289.54
4	2" Disc Meter Complete With Radio Transmitter and Meter Seal	6	EA	\$ 480.91	\$ 2,885.46
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	0	EA	\$ 1,891.48	\$ -
7	4" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 2,264.77	\$ -
8	6" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 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	15	EA	\$ 9.98	\$ 149.70
18	1-1/2" or 2" Quarter Turn Ball Valve	1	EA	\$ 24.75	\$ 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	8	EA	\$ 50.45	\$ 403.60
22	Meter Horn for 1" Meter	0	EA	\$ 89.19	\$ -
23	Allowance for Misc. Plumbing Material	0	LS	\$ 1,000.00	\$ -
24	Add for Pit Meter Register (5/8" - 2" Wet install)	0	EA	\$ -	\$ -
25	Handheld Radio Reading Device	0	LS	\$ 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)	0	LS	\$ 33,000.00	\$ -

**CITY OF BAXTER, MINNESOTA
PAY REQUEST #3 - OCTOBER 20, 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					\$ 11,523.75
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 #3 - OCTOBER 20, 2016**

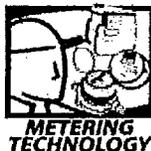
**ALTERNATE BID PROPOSAL "B"
SCHEDULE NO. 3 - ALL NEW METERS**

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	0	LS	\$ 6,315.79	\$ -
2	5/8" X 3/4" Meter Complete With Radio Transmitter and Meter Seal	420	EA	\$ 57.98	\$ 24,351.60
3	1" Meter Complete With Radio Transmitter and Meter Seal	136	EA	\$ 57.98	\$ 7,885.28
4	1-1/2" Meter Complete With Radio Transmitter and Meter Seal	104	EA	\$ 100.00	\$ 10,400.00
5	2" Disc Meter Complete With Radio Transmitter and Meter Seal	56	EA	\$ 121.05	\$ 6,776.80
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	11	EA	\$ 310.53	\$ 3,415.83
8	4" Compound Meter Complete With Radio Transmitter and Meter Seal	2	EA	\$ 405.26	\$ 810.52
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	15	EA	\$ 68.42	\$ 1,026.30
19	1-1/2" or 2" Quarter Turn Ball Valve	1	EA	\$ 131.58	\$ 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	8	EA	\$ 5.26	\$ 42.06
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	41	HR	\$ 100.00	\$ 4,100.00
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.	0	LS	\$ 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					\$ 58,941.99

**CITY OF BAXTER, MINNESOTA
PAY REQUEST #3 - OCTOBER 20, 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)	154	EA	\$ 15.79	\$ 2,431.66
TOTAL SCHEDULE NO. 3 WITH ALTERNATE BID ITEMS					\$ 61,373.65
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.					



Dakota Supply Group (DSG)
620 16th Ave South
Hopkins, MN 55343
Company: (952) 890-3811

Brad Simms
Territory Manager
bsimms@dsginc.biz
Mobile: (952) 300-0352

DATE: October 20, 2016

TO:
City of Baxter
Attn: Todd DeBoer
13190 Memorywood Drive
Baxter, MN 56425

REFERENCE:

Pay Request #3
Change Order Items

QTY	DESCRIPTION	PRICE	TOTAL
	Change Order on May 25, 2016 - Approved by Trevor Walters (DSG-C348181)		
	- Mi.Net Node Wall Bracket to protect Mi.Net Node on Commercial Meters		
600	Mi.Net Node Wall Mount Bracket for Commercial Accounts	\$ 7.75	\$ 4,650.00
286	Installation of Mi.Net Node Wall Mount Bracket for Commercial Accounts	\$ 5.95	\$ 1,701.70
	Change Order on May 25, 2016 - Approved by Trevor Walters (DSG-C308972)		
	- Bid included 5ft wire from Meter to Mi.Net Node		
2291	Per Meter Adder for 25 ft Wire on Hersey 420B 5/8" x 3/4" Bronze Meters	\$ 5.00	\$ 11,455.00
	Change Order on July 6, 2016 - Approved by Kevin Cassady (DSG-C281459)		
	- Meter for City Stock		
6	1.5" Bronze Elliptical Flange Set	\$ 61.95	\$ 371.70
6	2" Bronze Elliptical Flange Set	\$ 73.95	\$ 443.70
12	1" Meter Couplings & Gaskets	\$ 13.95	\$ 167.40
15	Model 420 Chamber Assembly	\$ 56.00	\$ 840.00
15	Model 420 Chamber O-Ring	\$ 1.00	\$ 15.00
15	Model 420 Strainer Retainer	\$ 1.00	\$ 15.00
15	Model Iron Bottom Plate/Gasket/Liner	\$ 11.00	\$ 165.00
10	Model 452 Chamber Assembly	\$ 170.00	\$ 1,700.00
10	Model 452 Strainer	\$ 6.00	\$ 60.00
10	Model 452 iron Bottom Plate/Gasket/Liner	\$ 26.00	\$ 260.00
100	3M Scotchlok Connectors (UY2)	\$ 0.11	\$ 11.00
	Change Order on August 4, 2016 - Approved by Todd DeBoer (DSG-C346197)		
	- Meter & Remote TruRead Display for Opt-out Customers		
4	Hersey 420B 5/8" x 3/4" Bronze Meter, Translator Register, 6-dial Terminal Screw	\$ 112.25	\$ 449.00
4	Hersey TruRead Meter Remote	\$ 65.25	\$ 261.00
	Change Order on August 22, 2016 - Approved by Trevor Walters		
	- City Meters that were not included in original bid		
1	Hersey 420B 5/8" x 3/4" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	\$ 112.25	\$ 112.25
3	Hersey 452 1" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	\$ 216.75	\$ 650.25
1	Hersey 562 1.5" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	\$ 504.75	\$ 504.75
4	Hersey 572 2" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	\$ 678.75	\$ 2,715.00
	Change Order on August 23, 2016 - Approved by Trevor Walters (DSG-C402374)		
	- Meters for the Mall (different size than what was included on original bid)		
40	Hersey 420B, 5/8" x 1/2" Bronze Meter, SSR, 6-dial, Gln, with 25ft Wire Mi.Net Node	\$ 154.98	\$ 6,199.20
BY:	<i>Brad Simms</i>	TOTAL	\$ 32,746.95

APPLICATION FOR PAYMENT NO. 5

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: 10/21/2016

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		\$0.00	1.00	\$49,606.60
2	TRAFFIC CONTROL	LUMP SUM	\$4,500.00	1.00	\$4,500.00		\$0.00	1.00	\$4,500.00
3	TEMPORARY MAIL BOX BANK SYSTEM	LUMP SUM	\$275.00	1.00	\$275.00		\$0.00	1.00	\$275.00
4	SALVAGE & INSTALL SWING AWAY MAIL BOX	EACH	\$140.00	3.00	\$420.00		\$0.00	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		\$0.00	37.00	\$4,070.00
7	CLEARING	ACRE	\$4,150.00	0.08	\$332.00		\$0.00	0.23	\$954.50
8	CLEARING	TREE	\$165.00	21.00	\$3,465.00		\$0.00	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	24.00	\$3,960.00
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		\$0.00	4.00	\$4,400.00
14	REMOVE PIPE CULVERTS	LIN FT	\$13.25	50.00	\$662.50	4.00	\$53.00	104.00	\$1,378.00
15	REMOVE CURB AND GUTTER	LIN FT	\$6.00	840.00	\$5,040.00	3.00	\$18.00	843.00	\$5,058.00
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	48.00	\$252.00	48.00	\$252.00
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		\$0.00	2,276.40	\$6,260.10
21	SAWING BITUMINOUS PAVEMENT	LIN FT	\$1.65	1,400.00	\$2,310.00		\$0.00	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	2.00	\$390.00
26	SALVAGE & INSTALL PIPE APRON	EACH	\$530.00	1.00	\$530.00		\$0.00	1.00	\$530.00
27	SALVAGE & INSTALL LANDSCAPING (SUPER AMERICA)	LUMP SUM	\$2,500.00	1.00	\$2,500.00		\$0.00	1.12	\$2,800.00
28	SALVAGE & INSTALL LANDSCAPING (5418 FAIRVIEW RD)	LUMP SUM	\$1,000.00	1.00	\$1,000.00		\$0.00	1.00	\$1,000.00
29	SALVAGE & INSTALL CHAIN LINK FENCE (ELEMENATARY SCHOOL POND)	LIN FT	\$5.00	40.00	\$200.00		\$0.00	40.00	\$200.00
30	SALVAGE & INSTALL WOOD SPLIT RAIL FENCE (LAKEWOOD CHURCH)	LIN FT	\$10.00	50.00	\$500.00		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	3,290.00	\$42,934.50
39	SUBGRADE EXCAVATION	CU YD	\$13.75	1,300.00	\$17,875.00	6.90	\$94.88	1,324.50	\$18,211.88
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		\$0.00	32.50	\$4,062.50
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		\$0.00	972.50	\$22,027.13
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		\$0.00	55.00	\$550.00

APPLICATION FOR PAYMENT NO. 5

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: 10/21/2016

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		\$0.00	990.00	\$7,425.00
48	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$46.00	2,963.00	\$136,298.00		\$0.00	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		\$0.00	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		\$0.00	1,215.00	\$2,430.00
52	RESIDENTIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$29.00	1,090.00	\$31,610.00		\$0.00	1,428.00	\$41,412.00
53	COMMERCIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$24.00	687.00	\$16,488.00		\$0.00	782.00	\$18,768.00
54	ADJUST SANITARY SEWER CLEAN-OUT (NEW CASTING)	EACH	\$225.00	48.00	\$10,800.00		\$0.00	11.00	\$2,475.00
55	ADJUST CURB BOX	EACH	\$150.00	40.00	\$6,000.00		\$0.00	40.00	\$6,000.00
56	ADJUST VALVE BOX	EACH	\$250.00	27.00	\$6,750.00		\$0.00	29.00	\$7,250.00
57	INSULATION	SQ YD	\$46.00	700.00	\$32,200.00		\$0.00	602.90	\$27,733.40
58	CONCRETE WALK, 4"	SQ FT	\$8.25	120.00	\$990.00		\$0.00	64.00	\$528.00
59	CONCRETE WALK, 6"	SQ FT	\$8.00	700.00	\$5,600.00		\$0.00	772.00	\$6,176.00
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		\$0.00	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		\$0.00	64.00	\$4,672.00
64	PEDESTRIAN RAMP W/ TRUNCATED DOMES	EACH	\$800.00	4.00	\$3,200.00		\$0.00	4.00	\$3,200.00
65	ADJUST FRAME & RING CASTING (SANITARY)	EACH	\$500.00	28.00	\$14,000.00		\$0.00	26.00	\$13,000.00
66	SIGN PANELS TYPE C	SQ FT	\$25.00	105.00	\$2,625.00	9.00	\$225.00	114.00	\$2,850.00
67	INSTALL 911 SIGN	EACH	\$22.00	38.00	\$836.00		\$0.00	38.00	\$836.00
68	INSTALL SIGN PANEL TYPE C	EACH	\$133.00	68.00	\$9,044.00		\$0.00	64.00	\$8,512.00
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		\$0.00	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		\$0.00	953.00	\$30,019.50
74	TURF ESTABLISHMENT (INCLUDES SEEDING, SEED MIX, FERTILIZER, AND HYDRAULIC MATRIX TYPE FRM)	SQ YD	\$2.75	21,000.00	\$57,750.00	203.00	\$558.25	29,358.00	\$80,734.50
75	TEMPORARY SEEDING (INCLUDES SEEDING, SEED MIX, AND MULCH)	SQ YD	\$0.40	15,000.00	\$6,000.00		\$0.00	3,600.00	\$1,440.00
76	PAVEMENT MESSAGE PAINT - LT ARROW	SQ FT	\$5.00	15.00	\$75.00	48.50	\$242.50	141.50	\$707.50
77	PAVEMENT MESSAGE PAINT - RT ARROW	SQ FT	\$5.00	15.00	\$75.00		\$0.00	15.00	\$75.00
78	PAVEMENT MESSAGE WHITE - BIKE SYMBOL - POLY PREFORM (GROUND IN)	SQ FT	\$75.00	35.00	\$2,625.00		\$0.00	35.00	\$2,625.00
79	8" SOLID WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	1,000.00	\$8,250.00		\$0.00	970.00	\$8,002.50
80	8" DOTTED WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	76.00	\$627.00		\$0.00	74.00	\$610.50
81	4" SOLID WHITE LINE, PAINT	LIN FT	\$0.10	295.00	\$29.50		\$0.00	237.00	\$23.70
82	8" SOLID WHITE LINE, PAINT	LIN FT	\$0.15	14,148.00	\$2,122.20		\$0.00	14,647.00	\$2,197.05
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	48.00	\$144.00
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	1,289.00	\$128.90
87	4" DOUBLE SOLID YELLOW LINE, PAINT	LIN FT	\$0.20	3,575.00	\$715.00		\$0.00	4,740.00	\$948.00

APPLICATION FOR PAYMENT NO. 5

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: 10/21/2016

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	20.00	\$100.00
91	REPAIR CHAIN LINK FENCE	LIN FT	\$10.00	100.00	\$1,000.00		\$0.00	70.00	\$700.00
92	60" CHAIN LINK FENCE	LIN FT	\$14.00	220.00	\$3,080.00		\$0.00	220.00	\$3,080.00
93	60" CHAIN LINK VEHICULAR GATE	EACH	\$825.00	1.00	\$825.00		\$0.00	1.00	\$825.00
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	0.24	\$408.00	2.24	\$3,808.00
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	96.00	\$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		\$0.00	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		\$0.00	2.00	\$2,900.00
TOTAL ITEMS BID					\$945,625.00		\$2,016.63		\$928,681.55
CHANGE ORDER NO. 1									
104	TIED CONCRETE BLOCK MAT (FLEXAMAT)	SQ FT	\$13.61	720.00	\$9,799.20		\$0.00	720.00	\$9,799.20
TOTAL ITEMS BID					\$9,799.20		\$0.00		\$9,799.20
SUMMARY									
TOTAL ITEMS BID					\$945,625.00		\$2,016.63		\$928,681.55
CHANGE ORDER NO. 1					\$9,799.20		\$0.00		\$9,799.20
TOTAL					\$955,424.20		\$2,016.63		\$938,480.75

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	\$938,480.75
Less Retainage (2%)	\$18,769.62
Amount Eligible to Date	\$919,711.13
Less Previous Payments	\$889,640.92
Amount Due This Application	\$30,070.21

SUBMITTED ANDERSON BROTHERS CONSTRUCTION CO. O
PO BOX 668
BRAINERD, MN 56401-0668 BY: _____ DATE: _____

RECOMMENDED SEH
416 S 6TH ST STE 200
BRAINERD, MN 56401 BY: _____ DATE: _____

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: _____



**BOLTON
& MENK**

Real People. Real Solutions.

7656 Design Road⁸²
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

October 25, 2016

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

RE: Fee Amendment - Engineering Services Contract
2016 Golf Course Drive Improvement Project
Municipal Project Number 4110
City of Baxter

Dear Mr. Walter,

We are currently under contract with the City for engineering services related to the design and construction of the 2016 Golf Course Drive Improvement Project, Municipal Project Number 4110. During the design of the project and at the end of construction the City requested Bolton & Menk to perform extra work beyond the scope of the original contract.

Completed Additional Work

During the design of the project we completed additional work requested by the City related to evaluating the existing storm sewer system in the project area and particularly beneath the Mills Fleet Farm store. The work requested provided information to allow the City to evaluate the capacity, condition, and location of the existing storm sewer to answer concerns raised over possible relocation and sizing. This work was beyond the original scope of the Golf Course Drive Improvement project. The cost for this work was estimated at the time and costs have been tracked accordingly since then as follows:

Work Requested	Estimated Cost	Actual Cost
Task 13 - Evaluate the re-routing of Design Road and Excelsior Road storm sewers	\$10,000 to \$15,000	\$12,894
Task 14 - Perform a capacity study of the Excelsior Road storm sewer	\$7,450	\$7,445
Task 15 - Inspect and evaluate the 42", 48", and 66" storm sewers beneath the Mills Fleet Farm Store; recommend future inspection methodology and schedule	\$5,000	\$3,225
Total Amount Requested		\$23,564

This work has been completed and results were reported back to the City during February, March, and April.

Name: Fee Amendment - Engineering Services

Date: October 25, 2016

Page: 2

Pending Additional Work

During early October the contractor completed work on the Golf Course Drive Project. However, some utility relocation work remained to be completed. On October 17th, the City requested Bolton & Menk to oversee right of way restoration associated with the relocation of the CenterPoint Energy gas main along the east side of Golf Course Drive. This utility work was not necessary for completion of the project but due to the location of the gas line both the City and CenterPoint Energy felt relocation was necessary. Oversight of this right of way restoration is considered beyond the scope of the Golf Course Drive Improvement project. This work is felt to be minimal and is estimated to cost less than \$1,200.

Fee Amendment

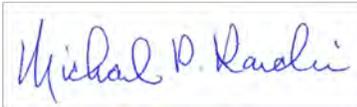
Our previously approved "Not to Exceed" fee was \$133,180. The revised "Not to Exceed" fee, which includes the \$23,564 of completed work and \$1,200 of pending work, will be \$157,944. The completed additional work (Tasks 13, 14, and 15) in the amount of \$23,564 has previously been billed to the City. The pending additional work, up to a not to exceed amount of \$1,200, will be billed on an hourly basis.

We thank you for your consideration of our requested Fee Amendment and for giving us the opportunity to work with the City on this project.

Please feel free to contact me at 218-232-6536 or via e-mail at michaelra@bolton-menk.com if you have any questions or if you require additional information.

Sincerely,

Bolton & Menk, Inc.



Mike Rardin, PE

Senior Project Manager

This contract fee amendment is hereby approved and payment to Bolton & Menk, Inc. is authorized as agreed to above.

Approved:

Darrel Olson, Mayor

Kelly Steele, Asst. City Administrator / Clerk

Date:

Change Order No. 3

Date of Issuance: October 24, 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: 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 from previously approved Change Orders No. 1 to No. 2: \$ <u>18,228.34</u>	Increase from previously approved Change Orders No. 1 to No. 2: Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> dates
Contract Price prior to this Change Order: \$ <u>1,108,336.35</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> dates
Increase of this Change Order: \$ <u>9,728.60</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> dates
Contract Price incorporating this Change Order: \$ <u>1,118,064.95</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. Orson</u>	By: _____	By: <u>Al Knowlton</u>	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	_____	_____	_____
Title: <u>Project Engineer</u>	Title: _____	Title: <u>VP ROADS & STREETS</u>	Title: _____	Title: _____	Title: _____
Date: <u>10/26/16</u>	Date: _____	Date: <u>10/25/16</u>	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)
By: _____ Date: _____
Title: _____

CHANGE ORDER NO. 3
 2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT
 CITY OF BAXTER, MN
 CITY PROJECT NO. 4110
 BMI PROJECT NO. B11.111354
 WORK COMPLETED THROUGH OCTOBER 21, 2016

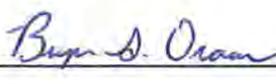
ITEM NO.	ITEM	CONTRACT QUANTITIES			PREVIOUS ESTIMATE		COMPLETED TO DATE	
		UNIT PRICE	ESTIMATED QUANTITY	UNIT AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	FURNISH & INSTALL 6 TREES	\$5,500.00	1	\$5,500.00	0	\$0.00	1	\$5,500.00
2	RECONSTRUCT DRAINAGE STRUCTURE (OFFICE MAX)	\$1,002.00	1	\$1,002.00	0	\$0.00	1	\$1,002.00
3	RECONSTRUCT DRAINAGE STRUCTURE (UNIVERSAL ROAD)	\$1,360.43	1	\$1,360.43	0	\$0.00	1	\$1,360.43
4	PANACHE TEMPORARY ENTRANCE ROAD & SITE CLEAN-UP	\$970.00	1	\$970.00	0	\$0.00	1	\$970.00
5	HYDRANT EXTENSION	\$896.17	1	\$896.17	0	\$0.00	1	\$896.17
TOTAL CHANGE ORDER NO. 2				\$9,728.60		\$0.00		\$9,728.60

CONTRACTOR'S PAY REQUEST		DISTRIBUTION:
2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT		CONTRACTOR (1)
CITY OF BAXTER, MN		OWNER (1)
CITY PROJECT NO. 4110		ENGINEER (1)
BMI PROJECT NO. B11.111354		BONDING CO. (1)
WORK COMPLETED THROUGH OCTOBER 21, 2016		
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$1,118,064.95
TOTAL, COMPLETED WORK TO DATE		\$1,133,034.84
TOTAL, STORED MATERIALS TO DATE		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS		\$1,133,034.84
RETAINED PERCENTAGE (2%)		\$22,660.70
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$1,110,374.15
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$833,136.30
PAY CONTRACTOR AS ESTIMATE NO. 3		\$277,237.85

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: 10/26/16
11325 State Highway 210
Brainerd, MN 56401

RECOMMENDED: Bolton & Menk, Inc BY:  DATE: 10/26/16
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. 3

2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT

CITY OF BAXTER, MN

CITY PROJECT NO. 4110

BMI PROJECT NO. B11.111354

WORK COMPLETED THROUGH OCTOBER 21, 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	0.80	\$30,400.00	1.00	\$38,000.00
2	2101.502	CLEARING	\$150.00	1	TREE	\$150.00	1	\$150.00	1	\$150.00
3	2101.507	GRUBBING	\$150.00	1	TREE	\$150.00	1	\$150.00	1	\$150.00
4	2104.501	REMOVE SEWER PIPE (STORM)	\$9.00	2501	LIN FT	\$22,509.00	2,555	\$22,995.00	2,555	\$22,995.00
5	2104.501	REMOVE CURB AND GUTTER	\$3.50	2581	LIN FT	\$9,033.50	2,841	\$9,943.50	2,841	\$9,943.50
6	2104.503	REMOVE CONCRETE SIDEWALK	\$2.60	395	SO FT	\$1,027.00	395	\$1,027.00	996	\$2,589.60
7	2104.505	REMOVE BITUMINOUS PAVEMENT	\$2.05	7308	SO YD	\$14,981.40	8,273	\$16,959.65	8,422	\$17,265.10
8	2104.509	REMOVE CASTING (STORM)	\$75.00	30	EACH	\$2,250.00	32	\$2,400.00	32	\$2,400.00
9	2104.509	REMOVE DRAINAGE STRUCTURE	\$600.00	15	EACH	\$9,000.00	17	\$10,200.00	17	\$10,200.00
10	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$3.25	304	LIN FT	\$988.00	298	\$968.50	298	\$968.50
11	2104.513	SAWING CONCRETE PAVEMENT (FULL DEPTH)	\$5.50	29	LIN FT	\$159.50	34	\$187.00	55	\$302.50
12	2104.523	SALVAGE SIGN	\$50.00	19	EACH	\$950.00	8	\$400.00	17	\$850.00
13	2104.523	SALVAGE CASTING (SANITARY)	\$110.00	18	EACH	\$1,980.00	17	\$1,870.00	17	\$1,870.00
14	2105.501	COMMON EXCAVATION (P) (EV)	\$10.00	3306	CU YD	\$33,060.00	3,306	\$33,060.00	3,306	\$33,060.00
15	2105.601	DEWATERING	\$80,000.00	1.00	LUMP SUM	\$80,000.00	1.00	\$80,000.00	1.00	\$80,000.00
16	2123.501	COMMON LABORERS	\$45.00	20	HOUR	\$900.00	0	\$0.00	23	\$1,035.00
17	2123.601	STREET SWEEPER (WITH PICKUP BROOM)	\$125.00	8	HOUR	\$1,000.00	4	\$500.00	11	\$1,375.00
18	2211.503	AGGREGATE BASE (CV), CLASS 5	\$25.00	1590	CU YD	\$39,750.00	1,590	\$39,750.00	1,590	\$39,750.00
19	2215.501	FULL DEPTH RECLAMATION (P)	\$2.10	11731	SO YD	\$24,635.10	11,731	\$24,635.10	11,731	\$24,635.10
20	2232.501	MILL BITUMINOUS PAVEMENT (4")	\$5.50	155	SO YD	\$852.50	0	\$0.00	155	\$852.50
21	-	BITUMINOUS PATCH	\$28.00	130	SO YD	\$3,640.00	0	\$0.00	104	\$2,912.00
22	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	\$48.00	4945	TON	\$237,360.00	2,334	\$112,032.00	4,976	\$238,848.00
23	2503.541	12" HDPE PIPE SEWER (STORM)	\$37.50	13	LIN FT	\$487.50	8	\$300.00	8	\$300.00
24	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	\$41.00	357	LIN FT	\$14,637.00	359	\$14,719.00	359	\$14,719.00
25	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$44.00	8	LIN FT	\$352.00	8	\$352.00	8	\$352.00
26	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	\$52.00	733	LIN FT	\$38,116.00	732	\$38,064.00	732	\$38,064.00
27	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS III	\$66.00	170	LIN FT	\$11,220.00	161	\$10,626.00	161	\$10,626.00
28	2503.541	33" RC PIPE SEWER DESIGN 3006 CLASS III	\$81.00	146	LIN FT	\$11,826.00	146	\$11,826.00	146	\$11,826.00
29	2503.541	36" RC PIPE SEWER DESIGN 3006 CLASS III	\$82.00	1498	LIN FT	\$122,836.00	1,488	\$122,016.00	1,488	\$122,016.00
30	2503.541	42" RC PIPE SEWER DESIGN 3006 CLASS III	\$145.00	6	LIN FT	\$870.00	5	\$725.00	5	\$725.00
31	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	\$330.00	32.00	LIN FT	\$10,560.00	32.00	\$10,560.00	32.00	\$10,560.00
32	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	\$350.00	4.71	LIN FT	\$1,648.50	4.71	\$1,648.50	4.71	\$1,648.50
33	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	\$400.00	68.28	LIN FT	\$27,312.00	68.28	\$27,312.00	68.28	\$27,312.00
34	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	\$535.00	20.25	LIN FT	\$10,833.75	20.25	\$10,833.75	20.25	\$10,833.75
35	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	\$650.00	7.00	LIN FT	\$4,550.00	7.00	\$4,550.00	7.00	\$4,550.00
36	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	\$1,250.00	5.80	LIN FT	\$7,250.00	5.80	\$7,250.00	5.80	\$7,250.00
37	2506.516	R-3250 DVSP CASTING ASSEMBLY	\$1,000.00	35	EACH	\$35,000.00	34	\$34,000.00	34	\$34,000.00
38	2506.516	R-1733 CASTING ASSEMBLY	\$700.00	1	EACH	\$700.00	0	\$0.00	1	\$700.00
39	2506.516	R-2573 CASTING ASSEMBLY	\$575.00	2	EACH	\$1,150.00	0	\$0.00	3	\$1,725.00
40	2506.521	RE-INSTALL CASTING (SANITARY)	\$500.00	18	EACH	\$9,000.00	0	\$0.00	17	\$8,500.00
41	2506.602	ADJUST FRAME RING & CASTING (SANITARY)	\$1,300.00	9	EACH	\$11,700.00	6	\$7,800.00	9	\$11,700.00
42	2506.620	CONNECT TO EXISTING STORM SEWER (PIPE)	\$525.00	6	EACH	\$3,150.00	6	\$3,150.00	6	\$3,150.00
43	2506.620	CONNECT TO EXISTING DRAINAGE STRUCTURE	\$900.00	3	EACH	\$2,700.00	3	\$2,700.00	3	\$2,700.00
44	2521.501	6" CONCRETE WALK	\$7.00	287	SO FT	\$2,009.00	383	\$2,681.00	383	\$2,681.00
45	2531.501	CONCRETE CURB & GUTTER, DESIGN B618	\$17.00	2330	LIN FT	\$39,610.00	2,642	\$44,914.00	2,642	\$44,914.00
46	2531.501	CONCRETE CURB & GUTTER, DESIGN B624	\$14.50	4488	LIN FT	\$65,076.00	4,472	\$64,844.00	4,472	\$64,844.00
47	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	\$63.00	14	SO YD	\$882.00	175	\$11,025.00	175	\$11,025.00
48	2531.604	8" CONCRETE VALLEY GUTTER	\$80.00	80	SO YD	\$6,400.00	88	\$7,040.00	88	\$7,040.00
49	2531.618	TRUNCATED DOMES	\$42.00	32	SO FT	\$1,344.00	32	\$1,344.00	32	\$1,344.00
50	2540.602	MAILBOX SUPPORT	\$132.00	6	EACH	\$792.00	0	\$0.00	6	\$792.00
51	2563.601	TRAFFIC CONTROL	\$3,100.00	1.00	LUMP SUM	\$3,100.00	0.80	\$2,480.00	1.74	\$5,394.00
52	2564.602	INSTALL SIGNS	\$80.00	44	EACH	\$3,520.00	0	\$0.00	41	\$3,280.00
53	2564.602	FURNISH TYPE C SIGNS	\$80.00	25	EACH	\$2,000.00	0	\$0.00	27	\$2,160.00
54	2564.515	FURNISH & INSTALL SIGN POST	\$55.00	2	EACH	\$110.00	0	\$0.00	40	\$2,200.00
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	51	\$6,885.00	51	\$6,885.00
57	2573.535	STABILIZED CONSTRUCTION EXIT	\$550.00	1	LUMP SUM	\$550.00	0	\$0.00	0.00	\$0.00
58	2573.550	EROSION CONTROL SUPERVISOR	\$1,105.30	1	LUMP SUM	\$1,105.30	0.80	\$884.24	1.00	\$1,105.30
59	2574.508	FERTILIZER TYPE 1	\$0.79	232	POUND	\$183.28	0	\$0.00	350	\$276.50
60	2574.525	COMMON TOPSOIL BORROW (LV)	\$31.81	1072	CU YD	\$34,100.32	0	\$0.00	494	\$15,714.14
61	2575.501	SEEDING	\$527.66	1.16	ACRE	\$612.09	0.00	\$0.00	1.46	\$770.38
62	2575.502	SEED MIXTURE 25-131	\$3.00	384	POUND	\$1,152.00	0	\$0.00	550	\$1,650.00
63	2575.505	SODDING TYPE LAWN	\$6.25	4031	SO YD	\$25,193.75	0	\$0.00	5,253	\$32,831.25
64	2575.523	EROSION CONTROL BLANKET CATEGORY 3	\$1.69	500	SO 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	5,700	\$11,970.00
66	2582.502	4" BROKEN LINE YELLOW-PAINT	\$0.16	850	LIN FT	\$136.00	0	\$0.00	860	\$137.60
67	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	\$0.32	1764	LIN FT	\$564.48	0	\$0.00	3,041	\$973.12
68	2582.502	4" SOLID LINE WHITE-PAINT	\$2.11	65	LIN FT	\$137.15	0	\$0.00	250	\$527.50
69	2582.502	8" SOLID LINE WHITE-PAINT	\$0.21	10009	LIN FT	\$2,101.89	0	\$0.00	10,086	\$2,118.06
70	2611.4J	ADJUST GATE VALVE BOX & COVER	\$165.00	19	EACH	\$3,135.00	0	\$0.00	14	\$2,310.00
71	2611.4J	REPLACE GATE VALVE BOX & COVER	\$725.00	5	EACH	\$3,625.00	0	\$0.00	3	\$2,175.00
72	-	MAINTAIN AND REINSTALL IRRIGATION SYSTEMS	\$5,500.00	1.00	LUMP SUM	\$5,500.00	0	\$0.00	1.08	\$5,951.00
73	-	CHEMICAL INJECTION ACCESS SET-UP	\$1,600.00	1	EACH	\$1,600.00	1	\$1,600.00	1	\$1,600.00
74	-	CHEMICAL INJECTION GROUTING-JOINTS GROUTED (66" RC PIPE)	\$1,900.00	10	EACH	\$19,000.00	10	\$19,000.00	10	\$19,000.00
		TOTAL BID AMOUNT:				\$1,090,108.01		\$858,757.24		\$1,105,077.90

Partial Pay Estimate No. 3

2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT
 CITY OF BAXTER, MN
 CITY PROJECT NO. 4110
 BMI PROJECT NO. B11.111354
 WORK COMPLETED THROUGH OCTOBER 21, 2016

ITEM NO.	ITEM	CONTRACT QUANTITIES				PREVIOUS ESTIMATE		COMPLETED TO DATE		
		UNIT PRICE	ESTIMATED QUANTITY	UNIT	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
CHANGE ORDER NO. 1										
1	2511.501	RIP RAP	\$381.15	1	LUMP SUM	\$381.15	1	\$381.15	1	\$381.15
2	2573.533	SEDIMENT CONTROL LOG TYPE BIORLL	\$4.68	773	LIN FT	\$3,617.64	773	\$3,617.64	773	\$3,617.64
3	2611.4A	UNIVERSAL ROAD INTERSECTION WATERMAIN REMOVAL	\$1,693.40	1	LUMP SUM	\$1,693.40	1	\$1,693.40	1	\$1,693.40
4	2611.4A	WATERMAIN CROSSING LOWERING STATION 30+30	\$4,192.35	1	LUMP SUM	\$4,192.35	1	\$4,192.35	1	\$4,192.35
5	2611.4A	WATERMAIN CROSSING LOWERING STATION 34+12	\$3,062.80	1	LUMP SUM	\$3,062.80	1	\$3,062.80	1	\$3,062.80
SUBTOTAL CHANGE ORDER NO. 1						\$12,947.34		\$12,947.34		\$12,947.34
CHANGE ORDER NO. 2										
1	2531.501	CONCRETE CURB & GUTTER REBAR	\$858.00	1	LUMP SUM	\$858.00	1	\$858.00	1	\$858.00
2	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	\$2,438.00	1	LUMP SUM	\$2,438.00	1	\$2,438.00	1	\$2,438.00
3	2506.516	RE-ALIGN EXISTING CATCH BASIN STRUCTURES	\$1,655.00	1	LUMP SUM	\$1,655.00	1	\$1,655.00	1	\$1,655.00
4	2506.521	RE-INSTALL CASTINGS	\$330.00	1	LUMP SUM	\$330.00	1	\$330.00	1	\$330.00
SUBTOTAL CHANGE ORDER NO. 2						\$5,281.00		\$5,281.00		\$5,281.00
CHANGE ORDER NO. 3										
1	2571.501	FURNISH & INSTALL 6 TREES	\$5,500.00	1	LUMP SUM	\$5,500.00	0	\$0.00	1	\$5,500.00
2	2506.503	RECONSTRUCT DRAINAGE STRUCTURE (OFFICE MAX)	\$1,002.00	1	LUMP SUM	\$1,002.00	0	\$0.00	1	\$1,002.00
3	2506.503	RECONSTRUCT DRAINAGE STRUCTURE (UNIVERSAL ROAD)	\$1,360.43	1	LUMP SUM	\$1,360.43	0	\$0.00	1	\$1,360.43
4	-	PANACHE TEMPORARY ENTRANCE ROAD & SITE CLEAN-UP	\$970.00	1	LUMP SUM	\$970.00	0	\$0.00	1	\$970.00
5	2611.4J	HYDRANT EXTENSION	\$896.17	1	LUMP SUM	\$896.17	0	\$0.00	1	\$896.17
SUBTOTAL CHANGE ORDER NO. 3						\$9,728.60		\$0.00		\$9,728.60
TOTAL BID AMOUNT PLUS CHANGE ORDER NO. 1 ,2 & 3:						\$1,118,064.95		\$876,985.58		\$1,133,034.84



Real People. Real Solutions.

7656 Design Road⁸⁹
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

October 24, 2016

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

RE: Proposal for Engineering Services
2017 Sealcoat Project
City of Baxter

Dear Mr. Walter,

On October 5, 2016 the Baxter Utility Commission discussed past City sealcoat projects, the City's Pavement Management Plan, and City streets proposed for 2017 sealcoating (see attached list). Based on this discussion, the Baxter Utilities Commission recommended the 2017 Sealcoat Project be pursued as recommended and requested Bolton & Menk, Inc. to submit a proposal to the City for design, bidding, contract administration, and construction observation services for this proposed project.

As requested, we have prepared the following scope of services, budget, and tentative schedule for the proposed 2017 Sealcoat Project. This project consists of sealcoating 69 street segments totaling about 9.9 miles in length and approximately 215,000 square yards in area, approximately 9,000 feet of trails totaling 10,425 square yards in area, and the City's Public Works Facility totaling approximately 9,354 square yards in area. This work includes fog sealing and pavement markings as appropriate.

Scope of Services:

Based on our past experience with the City, we propose the following services:

1. Project Scope Planning:
 - a. verify specification changes desired in 2017
 - b. verify Public Works Facility work and estimated quantities
 - c. obtain listing and dimensions of trails to be sealcoated in 2017
 - d. obtain pavement marking cut sheets from the City for streets to be sealcoated
2. Design Phase:
 - a. update sealcoat map to include trails
 - b. verify street widths and turn lane / cul-de-sac areas
 - c. calculate estimated quantities and costs
 - d. prepare project manual for bid phase
 - e. obtain project approval and bid authorization
3. Bid Phase:
 - a. advertisement of project
 - b. respond to bidder questions or concerns
 - c. participate in bid opening
 - d. evaluate bids and recommend award of contract
4. Construction Observation Services:
 - a. conduct a pre-construction conference

Name: Proposal for Engineering Services - 2017 Sealcoat Project

Date: October 24, 2016

Page: 2

- b. preparation of property owner notifications for City and contractor use
 - c. conduct a construction kick-off meeting
 - d. construction inspection
 - e. documentation of contract quantities
 - f. conduct a final walk through inspection
 - g. preparation of punch list items
5. Contract Administration
- a. preparation of City Council and Utility Commission Reports
 - b. attendance at City Council and Utility Commission Meetings
 - c. preparation of change orders
 - d. preparation of partial and final contract quantities and payments
 - e. recommendations on project closeout activities and contract compliance issues, if any

Budget:

Project Budget - we understand the City has budgeted a total of \$500,000 for pavement sealcoating which includes both local and Municipal State Aid (MSA) designated streets. We assume the City has budgeted approximately \$70,000 towards sealcoating the Public Works Facility and \$15,000 towards trail sealcoating efforts. These amounts are intended to cover 100% of the construction and engineering costs needed to deliver this project. Based on the streets proposed for 2017 sealcoating along with \$70,000 in Public Works Facility sealcoating and \$15,000 in trail sealcoating costs, we estimate the 2017 total sealcoat **construction** costs to be approximately \$435,000.

Engineering Services - we propose to provide the services outlined above at the following estimated costs:

Scope Planning Phase	\$3,500	Hourly - not to exceed
Design Phase	\$7,000	Hourly - not to exceed
Bidding Phase	\$3,500	Hourly - not to exceed
Construction Observation	\$23,000	Hourly
Contract Administration	\$6,000	Hourly - not to exceed
Total	\$43,000	

The costs proposed above are based on services (and actual costs) provided by us for the past several sealcoat projects completed by the City. Please note that the "Construction Observation" service is proposed as hourly as contractor performance greatly affects the actual time and thus the cost required for this service. With that said, we do feel the estimated cost stated above should be fairly accurate for this service.

Schedule:

The following schedule is proposed for this project:

Task	Date
Authorize Project	November 2016
Retain Consultant	November 2016
Scope Planning	November - December 2016
Design	December 2016 - February 2017
Bidding	February - March 2017
Award Contract	March - April 2017

Name: Proposal for Engineering Services - 2017 Sealcoat Project

Date: October 24, 2016

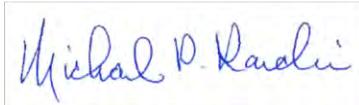
Page: 3

Sealcoat Construction (15 day construction window)	July 5, 2017 - August 11, 2017
Final Completion	August 25, 2017

Thank you for the opportunity to present this proposal. Please feel free to contact me at 218-232-6536 or via e-mail at michaelra@bolton-menk.com if you have any questions or if you require additional information.

Sincerely,

Bolton & Menk, Inc.



Mike Rardin, PE
Senior Project Manager

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

Accepted:

Darrel Olson, Mayor

Kelly Steele, Asst. City Administrator / Clerk

Date:

2017 Proposed Sealcoat Project
October 20, 2016

GIS Identifier	Full Road Name	Map Book ID	PMP Mgmt Area	Pavement Width (Ft)	Pavement Area (Sq Yds)	Year Constructed	Last Year Improved	Last Year Sealcoated	Current PASER Rating
306-010	AUDUBON WAY	A4	4	36	4662	2004	2004		6
306-020	AUDUBON WAY	A4 / B4	4	36	3694	2004	2004		6
310-010	BAXTER DR	C5	4	48	1912	2003	2003		6
329-010	CHARLES ST	C5	4	36	295	2003	2003		6
329-020	CHARLES ST	C5	4	36	1641	2003	2003		6
334-190	CLEARWATER RD	C4	4	44	2150	1991	2016		10
334-200	CLEARWATER RD	C4	4	44	2329	1996	2016		10
334-210	CLEARWATER RD	C4	4	44	978	2008	2008		6
334-220	CLEARWATER RD	C4	4	44	4698	2007	2007		6
337-010	CONSERVATION DR	C5	4	36	2574	1985	2015		9
337-020	CONSERVATION DR	C5	4	36	1440	1993	2015		9
337-030	CONSERVATION DR	C5	4	36	1381	2003	2015		9
341-070	CYPRESS DR	C4	4	72	21855	2007	2007		7
341-080	CYPRESS DR	C4	4	72	9541	2007	2007		7
344-010	DELLWOOD DR	C4	4	36	4178	1985	2015		9
344-020	DELLWOOD DR	C4	4	32	1779	1993	2015		9
344-030	DELLWOOD DR	C4	4	32	4232	1993	2015		9
344-040	DELLWOOD DR	B4 / C4	4	32	10103	1993	2015		9
344-050	DELLWOOD DR	B4	4	36	1496	1993	2015		9
344-060	DELLWOOD DR	B4	4	36	371	2002	2015		9
344-080	DELLWOOD DR	B4	4	36	5272	2015	2015		10
737-090	DELLWOOD DR	A4 / B4	4	24	7110	1978	2016		10
351-030	EDGEWOOD DR	C4	3	32	2366	1993	2015		9
351-040	EDGEWOOD DR	B4 / C4	3	32	7798	1993	2015		9
351-050	EDGEWOOD DR	B4	4	36	1888	2002	2015		8
351-080	EDGEWOOD DR	B4	4	36	7656	2004	2004		6
351-090	EDGEWOOD DR	A3 / B3 / B4	4	36	48	2004	2004		6
351-100	EDGEWOOD DR	A3	4	36	8814	2004	2004		6
353-060	ELDER DR	D4	3	44	964	1998	1998		6
358-170	EXCELSIOR RD	C4	4	40	4608	2015	2015		10
358-180	EXCELSIOR RD	C4	4	40	3508	2015	2015		10
358-190	EXCELSIOR RD	C5	4	36	2577	1993	1993		10
358-200	EXCELSIOR RD	C5	4	44	4092	1993	1993		10
362-220	FAIRVIEW RD	C5	4	24	1608	1985	2015		9
362-230	FAIRVIEW RD	C5	4	24	459	1985	2015		9
380-040	GOLF COURSE DR	C4	4	38	4210	1981	2016		10
380-050	GOLF COURSE DR	C4	4	38	1834	1981	2016		10
380-060	GOLF COURSE DR	C4	4	38	279	1981	2016		10
380-070	GOLF COURSE DR	C4	4	24	1339	1996	2016		10
380-080	GOLF COURSE DR	C4	4	24	1851	1996	2016		10
380-090	GOLF COURSE DR	C4	4	24	2527	1996	2016		10
380-100	GOLF COURSE DR	C4	4	24	140	1996	2016		10
380-110	GOLF COURSE DR	B4 / C4	4	36	7024	1996	2016		10
421-010	LAKE FOREST RD	B3	4	44	3629	2006	2006		6
421-020	LAKE FOREST RD	A3 / B3	4	48	2930	2004	2004		5
421-030	LAKE FOREST RD	A3	4	48	2444	2004	2004		6
499-010	MERTENS DR	B4	4	26	1343	2016	2016		10
451-010	NOVOTNY RD	B4	4	52	1375	2004	2004		7
451-030	NOVOTNY RD	B4	4	39	931	2015	2015		10
451-040	NOVOTNY RD	B4	4	36	2135	2015	2015		10
451-050	NOVOTNY RD	B4	4	36	2021	2015	2015		10
464-010	PEARL DR	B4	4	36	2659	2004	2004		6
485-010	WHISPERING WOODS LN	B4	4	36	1850	2002	2002		6
485-020	WHISPERING WOODS LN	B4	4	36	649	2002	2002		6
485-030	WHISPERING WOODS LN	B4	4	26	2377	2016	2016		10
485-040	WHISPERING WOODS LN	B4	4	26	1198	2016	2016		10
487-010	WILDFLOWER DR	C4 / B4	3	26	3570	2014	2014		10
487-020	WILDFLOWER DR	B4	3	26	2596	2014	2014		10
488-040	WOIDA RD	B3	3	24	2240	1985	2015		10
488-050	WOIDA RD	B3	3	24	877	1985	2015		10
488-060	WOIDA RD	B3	3	24	3145	1985	2015		10
488-070	WOIDA RD	B3	3	24	1589	1985	2015		10
488-080	WOIDA RD	B3 / B4	3	24	1709	1985	2015		10
488-090	WOIDA RD	B4	3	24	1912	1985	2015		10
488-100	WOIDA RD	B4	3	44	1586	2006	2006		6
488-110	WOIDA RD	B4	3	44	2040	2006	2006		6
488-120	WOIDA RD	B4	3	44	1287	2006	2006		4
488-140	WOIDA RD	B4	4	44	1257	1993	2016		10
488-150	WOIDA RD	B4	4	36	3217	1996	2016		10

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: See attached Contract Change Order Summary

Attachments: Contract Change Order Summary

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 of this Change Order: <u>\$ 5,417.50</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>\$ 811,584.95</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 _____

CONTRACT CHANGE ORDER SUMMARY		ORDER NO. 3
CONTRACT FOR: 2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS MUNICIPAL PROJECT NUMBERS 4416	DATE: October 18, 2016	
OWNER: CITY OF BAXTER	STATE: MINNESOTA	
TO: TRI-CITY PAVING, INC.	COUNTY: CROW WING	

Description of Changes				DECREASE in Contract Price	INCREASE in Contract Price
Listing of Changes:					
	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>		
1. INSTALL SIGN IN CONCRETE	1	EACH	\$100.00		\$100.00
2. F&I SIGN TYPE C	43.5	SQ FT	\$45.00		\$1,957.50
3. F&I SIGN - TRAIL	13.5	SQ FT	\$60.00		\$810.00
4. FLEXAMAT	18.9	SQ YD	\$105.82		\$2,000.00
5. CS PIPE APRON	1	EACH	\$550.00		\$550.00
CHANGE ORDER TOTALS:				\$0.00	\$5,417.50
NET CHANGE IN CONTRACT PRICE:					\$5,417.50

JUSTIFICATION:

- City Staff requested the "Stop" and "No Motor Vehicles Permitted" trail signs on the west side of the private drive off of College Road be placed on the south side of the trail. This required the sign to be placed in the bituminous parking lot. A concrete pad was poured to accept the anchor for the sign. The change order is for the furnishing and installation of the anchor system.
- Type C signs were not included as a bid item and the City requested additional "No Parking" and "Dead End" signs on Maplewood Drive.
- Trail signs were not included as a bid item and the City requested new "Stop" and "No Motor Vehicles Permitted" signs at Cypress Drive and Southdale Park.
- Flexamat permanent erosion control was used on Maplewood Drive and John Street at the direction of the Engineer.
- A CS pipe arpon was installed on the steel pipe storm sewer outlet that drains to White Sand Lake on Maplewood Drive.

The amount of the Contract will be **increased** by the sum of:

Five Thousand Four Hundred Seventeen and 50/100

Dollars(\$5,417.50).

The Contract Total including this and previous Change Orders will be:

Eight Hundred Eleven Thousand Five Hundred Eighty Four and 95/100

Dollars(\$811,584.95).

**PARTIAL PAYMENT ESTIMATE
NUMBER 4 - FINAL**

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:	Dates of Estimate:		
Original:	See Agreement	Original:	\$806,167.45	From:	9/23/16
Revised:		Revised:	\$811,584.95	To:	10/20/16

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			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			291	\$873.00
2104.501	REMOVE SEWER PIPE (STORM)	51	LIN FT	\$25.00	\$1,275.00			54	\$1,350.00
2104.501	REMOVE CURB AND GUTTER	1297	LIN FT	\$4.00	\$5,188.00			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			2380	\$2,380.00
2104.509	REMOVE CASTING	13	EACH	\$200.00	\$2,600.00			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			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			1	\$2,000.00
2104.601	SALVAGE IRRIGATION EQUIPMENT	1	LUMP SUM	\$2,000.00	\$2,000.00			1	\$2,000.00
2105.501	COMMON EXCAVATION	1440	CU YD	\$10.00	\$14,400.00			1460	\$14,600.00
2105.604	DITCH EXCAVATION	835	SQ YD	\$3.00	\$2,505.00			1537	\$4,611.00
2211.503	AGGREGATE BASE (CV) CLASS 5	280	CU YD	\$20.00	\$5,600.00			475	\$9,500.00
2112.603	RECLAIMED AGGREGATE BASE PREPARATION	20	ROAD STA	\$100.00	\$2,000.00	15	\$1,500.00	35	\$3,500.00
2123.610	STREET SWEEPER (TYPE WET PICKUP)	23	HOUR	\$50.00	\$1,150.00			6	\$300.00
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
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	68	SQ YD	\$10.00	\$680.00			77.3	\$773.00
2302.618	SPOT FULL DEPTH REPAIR	1010	SQ YD	\$10.00	\$10,100.00			2263	\$22,630.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	7170	TON	\$40.00	\$286,800.00			7364.56	\$294,582.40
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	2615	TON	\$47.00	\$122,905.00			2310.97	\$108,615.59
2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	47	LIN FT	\$50.00	\$2,350.00			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
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
2504.602	ADJUST VALVE BOX	16	EACH	\$200.00	\$3,200.00			15	\$3,000.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	7.82	LIN FT	\$300.00	\$2,346.00			14.4	\$4,320.00
2506.516	CASTING ASSEMBLY (700-7)	6	EACH	\$750.00	\$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			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			656	\$16,400.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	613	LIN FT	\$25.00	\$15,325.00			780	\$19,500.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	81	SQ YD	\$80.00	\$6,480.00			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
2531.604	8" CONCRETE VALLEY GUTTER	53	SQ YD	\$100.00	\$5,300.00			53	\$5,300.00
2531.618	TRUNCATED DOMES	108	SQ FT	\$50.00	\$5,400.00			80	\$4,000.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$12,000.00	\$12,000.00			1	\$12,000.00
2564.550	DELINEATOR TYPE X4-13	16	EACH	\$85.00	\$1,360.00	15	\$1,275.00	15	\$1,275.00
2564.602	INSTALL SIGN	4	EACH	\$100.00	\$400.00	4	\$400.00	4	\$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
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			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			553	\$16,590.00
2575.505	SODDING TYPE LAWN	937	SQ YD	\$6.00	\$5,622.00			1470	\$8,820.00
2575.604	SITE RESTORATION	9414	SQ YD	\$4.50	\$42,363.00			7654	\$34,443.00
2582.501	PAVEMENT MESSAGE PAINT	190	SQ FT	\$5.25	\$997.50			293	\$1,538.25
2582.502	4" SOLID LINE PAINT	2495	LIN FT	\$0.45	\$1,122.75			2382	\$1,071.90
2582.502	8" SOLID LINE PAINT	204	LIN FT	\$1.50	\$306.00			113	\$169.50
2582.502	12" SOLID LINE PAINT	125	LIN FT	\$4.00	\$500.00			130	\$520.00
2582.502	4" BROKEN LINE PAINT	3274	LIN FT	\$0.30	\$982.20			3370	\$1,011.00
2582.502	4" DOUBLE SOLID LINE PAINT	8270	LIN FT	\$0.60	\$4,962.00			9889	\$5,933.40
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			6	\$900.00
CHANGE ORDER 3									
-	INSTALL SIGN IN CONCRETE	1	EACH	\$100.00	\$100.00	1	\$100.00	1	\$100.00
-	F&I SIGN TYPE C	43.5	SQ FT	\$45.00	\$1,957.50	43.5	\$1,957.50	43.5	\$1,957.50
-	F&I SIGN - TRAIL	13.5	SQ FT	\$60.00	\$810.00	13.5	\$810.00	13.5	\$810.00
-	FLEXAMAT	18.9	SQ YD	\$105.82	\$2,000.00	18.9	\$2,000.00	18.9	\$2,000.00
-	CS PIPE APRON	1	EACH	\$550.00	\$550.00	1	\$550.00	1	\$550.00
TOTAL:					\$811,584.95		\$8,592.50		\$815,458.14

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$8,592.50	\$815,458.14
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE)		
RETAINAGE RELEASED	\$40,343.29	
PREVIOUS PAYMENTS		\$766,522.35
AMOUNT DUE	\$48,935.79	\$48,935.79

Estimated Percentage Completed: **100.5%**

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 4 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS
MUNICIPAL PROJECT NUMBER 4416
 Thursday, October 20, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	MILL & OVERLAY					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	\$35,000.00	0.6	\$21,000.00			0.6	\$21,000.00
2	2101.502	CLEARING	TREE	\$100.00						
3	2101.507	GRUBBING	TREE	\$100.00						
4	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00						
5	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00					3	\$75.00
6	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00						
7	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00						
8	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$25.00						
9	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00						
10	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00						
11	2104.506	REMOVE CASING	EACH	\$300.00	303	\$303.00			411	\$411.00
12	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00						
13	2104.509	REMOVE SANITARY CLEANOUT	EACH	\$500.00						
14	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00						
15	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00						
16	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00						
17	2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00						
18	2104.601	RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00						
19	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00						
20	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00						
21	2105.501	COMMON EXCAVATION	CU YD	\$10.00						
22	2105.604	DITCH EXCAVATION	SQ YD	\$3.00						
23	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00	835	\$2,505.00			1537	\$4,611.00
24	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00					66	\$1,320.00
25	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00					15	\$1,500.00
26	2130.501	WATER	MGAL	\$10.00						
27	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$1.00						
28	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00						
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00	62338	\$62,338.00			62338	\$62,338.00
30	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	\$10.00	50	\$500.00			77.3	\$773.00
31	2303.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	TON	\$40.00	1010	\$10,100.00			2263	\$22,630.00
32	2303.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	TON	\$47.00	7170	\$286,800.00			6966	\$279,440.00
33	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00					35.73	\$1,786.50
34	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00					42	\$2,100.00
35	2503.602	MANHOLE ADJUSTING RINGS	EACH	\$50.00						
36	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00					20	\$1,000.00
37	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00					27	\$1,350.00
38	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00						
39	2504.602	ADJUST VALVE BOX	EACH	\$200.00						
40	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	3	\$600.00			2	\$400.00
41	2506.516	CASTING ASSEMBLY (100-7)	EACH	\$750.00					6.24	\$1,872.00
42	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00	4	\$3,000.00			2	\$1,500.00
43	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00	16	\$8,000.00			8	\$4,000.00
44	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00						
45	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00	262	\$5,240.00			266	\$5,320.00
46	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00					81	\$2,025.00
47	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00						
48	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00						
49	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00	37	\$2,960.00			6.67	\$533.60
50	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00						
51	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00						
52	2531.618	TRUNCATED CONES	SQ FT	\$50.00	60	\$3,000.00			20	\$1,000.00
53	2563.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.6	\$7,200.00			0.6	\$7,200.00
54	2564.550	DELINEATOR TYPE X4-13	EACH	\$85.00	16	\$1,360.00	15	\$1,275.00	15	\$1,275.00
55	2564.602	INSTALL SIGN	EACH	\$100.00						
56	2565.602	RIGID PVC LOOP DETECTOR 6"X6"	EACH	\$1,000.00						
57	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	\$700.00					2	\$1,400.00
58	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$120.00						
59	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00					30	\$150.00
60	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00						
61	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	496	\$14,880.00			363	\$10,890.00
62	2575.505	SODDING TYPE LAWN	SQ YD	\$6.00						
63	2575.604	SITE RESTORATION	SQ YD	\$4.50	8934	\$40,203.00			7450	\$33,525.00
64	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	\$5.25						
65	2582.502	4" SOLID LINE PAINT	LIN FT	\$0.45						
66	2582.502	8" SOLID LINE PAINT	LIN FT	\$1.50						
67	2582.502	12" SOLID LINE PAINT	LIN FT	\$4.00	90	\$135.00				
68	2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.30	3154	\$946.20			3270	\$981.00
69	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	6940	\$4,164.00			8163	\$4,897.80
70	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00						
71	2611.4D	1-1/2" CURB STOP & BOX	EACH	\$1,500.00						
72	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00						
73	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00						
74	2621.4H	1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00						
75	-	SCOURSTOP TRANSITION MAT	SQ YD	\$150.00						
CHANGE ORDER 3										
-	-	INSTALL SIGN IN CONCRETE	EACH	\$100.00						
-	-	F&I SIGN TYPE C	SQ FT	\$45.00	37.25	\$1,676.25	37.25	\$1,676.25	37.25	\$1,676.25
-	-	F&I SIGN - TRAIL	SQ FT	\$60.00	4.5	\$270.00	4.5	\$270.00	4.5	\$270.00
-	-	FLEXAMAT	SQ YD	\$105.82	18.9	\$2,000.00	18.9	\$2,000.00	18.9	\$2,000.00
-	-	CS PIPE APRON	EACH	\$550.00	1	\$550.00	1	\$550.00	1	\$550.00

TOTALS: \$483,300.45 \$7,271.25 \$482,029.96
 AMOUNT RETAINED:
 RETAINAGE RELEASED: \$23,737.94
 PREVIOUS PAYMENTS \$451,020.77
 AMOUNT DUE: \$31,009.19

PARTIAL PAY ESTIMATE 4 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
 Thursday, October 20, 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	
1	2021.501	MOBILIZATION	LUMP SUM	\$35,000.00							
2	2101.502	CLEARING	TREE	\$100.00	0.25	\$8,750.00			0.25	\$8,750.00	
3	2101.507	GRUBBING	TREE	\$100.00							
4	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00							
5	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00							
6	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00							
7	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00							
8	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$25.00							
9	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00							
10	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00							
11	2104.509	REMOVE CASTINGS	EACH	\$200.00	32	\$320.00			32	\$530.00	
12	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00	73	\$73.00			197	\$197.00	
13	2104.509	REMOVE SANITARY CLEANOUT	EACH	\$500.00	12	\$2,400.00			12	\$2,400.00	
14	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00							
15	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00							
16	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00							
17	2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00	250	\$750.00			158	\$474.00	
18	2104.601	RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00	685	\$685.00			839	\$839.00	
19	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00							
20	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00							
21	2105.501	COMMON EXCAVATION	CU YD	\$10.00							
22	2105.604	DITCH EXCAVATION	SO YD	\$3.00	920	\$9,200.00			920	\$9,200.00	
23	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00							
24	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	20	\$2,000.00			20	\$2,000.00	
25	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOURL	\$50.00	13	\$650.00			3	\$150.00	
26	2130.501	WATER	MGAL	\$10.00	100	\$1,000.00			110	\$1,100.00	
27	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$1.00	9460	\$9,460.00			9460	\$9,460.00	
28	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00							
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00	18	\$180.00					
30	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	\$10.00							
31	2360.501	TYPE SP 9 WEARING COURSE MIXTURE (2 B)	TON	\$40.00							
32	2360.501	TYPE SP 9 WEARING COURSE MIXTURE (2 C)	TON	\$47.00							
33	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00							
34	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00							
35	2503.602	MANHOLE ADJUSTING RINGS	EACH	\$50.00							
36	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00							
37	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00							
38	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00							
39	2504.602	ADJUST VALVE BOX	EACH	\$200.00							
40	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	13	\$2,600.00			13	\$2,600.00	
41	2506.516	CASTING ASSEMBLY (700-7)	EACH	\$750.00							
42	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00	12	\$6,000.00			12	\$6,000.00	
43	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00	7	\$3,500.00			7	\$3,500.00	
44	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00							
45	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00							
46	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00	673	\$16,825.00			575	\$14,375.00	
47	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	137	\$3,425.00			199	\$4,975.00	
48	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00							
49	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00	32	\$3,200.00			53.2	\$5,320.00	
50	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00							
51	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00							
52	2531.618	TRUNCATED DOMES	SQ FT	\$50.00							
53	2563.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00							
54	2564.550	DELINEATOR TYPE X4-13	EACH	\$85.00	0.25	\$3,000.00			0.25	\$3,000.00	
55	2564.602	INSTALL SIGN	EACH	\$100.00							
56	2565.602	RIGID PVC LOOP DETECTOR 6"X6"	EACH	\$1,000.00	6	\$6,000.00			2	\$2,000.00	
57	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	\$700.00							
58	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$120.00	23	\$2,760.00			20	\$2,400.00	
59	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00	400	\$2,000.00			410	\$2,050.00	
60	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00	2	\$2,000.00					
61	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	53	\$1,590.00			22	\$660.00	
62	2575.505	SODDING TYPE LAWN	SO YD	\$6.00							
63	2575.604	SITE RESTORATION	SQ YD	\$4.50	480	\$2,160.00			204	\$918.00	
64	2582.501	PAVEMENT MESSAGE PAINT	SO FT	\$5.25	144	\$756.00			146	\$766.50	
65	2582.502	4" SOLID LINE PAINT	LIN FT	\$0.45	920	\$414.00			852	\$383.40	
66	2582.502	8" SOLID LINE PAINT	LIN FT	\$1.50							
67	2582.502	12" SOLID LINE PAINT	LIN FT	\$4.00	125	\$500.00			130	\$520.00	
68	2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.30	120	\$36.00			100	\$30.00	
69	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	1280	\$768.00			1621	\$972.60	
70	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00							
71	2611.4D	1-1/2" CURB STOP & BOX	EACH	\$1,500.00							
72	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00							
73	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00							
74	2621.4H	1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00	1	\$2,000.00			1	\$2,000.00	
75	-	SCOURSTOP TRANSITION MAT	SQ YD	\$150.00							
CHANGE ORDER 3											
	-	INSTALL SIGN IN CONCRETE	EACH	\$100.00							
	-	F&I SIGN TYPE C	SQ FT	\$45.00							
	-	F&I SIGN - TRAIL	SQ FT	\$60.00							
	-	FLEXAMAT	SQ YD	\$105.82							
	-	CS PIPE APRON	EACH	\$550.00							
TOTALS:						\$206,342.00		\$0.00		\$197,602.78	
AMOUNT RETAINED:											
RETAINAGE RELEASED:								\$9,880.14			
PREVIOUS PAYMENTS										\$187,722.64	
AMOUNT DUE:								\$9,880.14		\$9,880.14	

PARTIAL PAY ESTIMATE 4 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
 Thursday, October 20, 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
1	2021.501	MOBILIZATION	LUMP SUM	\$35,000.00	0.15	\$5,250.00			0.15	\$5,250.00
2	2101.502	CLEARING	TREE	\$100.00	5	\$500.00			5	\$200.00
3	2101.507	GRUBBING	TREE	\$100.00	5	\$500.00			2	\$200.00
4	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00	480	\$1,440.00			291	\$873.00
5	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00	51	\$1,275.00			51	\$1,275.00
6	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00	487	\$1,948.00			590	\$2,360.00
7	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00	46	\$1,150.00			20	\$500.00
8	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$25.00	46	\$1,150.00			20	\$500.00
9	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	98	\$980.00			98	\$980.00
10	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	1474	\$1,474.00			1772	\$1,772.00
11	2104.509	REMOVE CASTING	EACH	\$200.00	1	\$200.00			3	\$600.00
12	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00
13	2104.509	REMOVE SANITARY CLEANOUT	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00
14	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00	1	\$1,000.00			1	\$1,000.00
15	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	13	\$39.00			11	\$33.00
16	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	1111	\$1,111.00			1243	\$1,243.00
17	2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00	4	\$120.00			4	\$120.00
18	2104.601	RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00	1	\$100.00			1	\$100.00
19	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00	1	\$2,000.00			1	\$2,000.00
20	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00	1	\$2,000.00			1	\$2,000.00
21	2105.501	COMMON EXCAVATION	CU YD	\$10.00	520	\$5,200.00			540	\$5,400.00
22	2105.604	DITCH EXCAVATION	SQ YD	\$3.00						
23	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00	280	\$5,600.00			409	\$8,180.00
24	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00						
25	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00					3	\$150.00
26	2130.501	WATER	MGAL	\$10.00						
27	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$1.00						
28	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00						
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00						
30	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	\$10.00						
31	2360.501	TYPE SP 9 WEARING COURSE MIXTURE (2 B)	TON	\$40.00					378.56	\$15,142.40
32	2360.501	TYPE SP 9 WEARING COURSE MIXTURE (2 C)	TON	\$47.00	315	\$14,805.00				
33	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	47	\$2,350.00			47	\$2,350.00
34	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	51	\$2,550.00			51	\$2,550.00
35	2503.602	MANHOLE ADJUSTING RINGS	EACH	\$50.00						
36	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00	1	\$1,000.00			2	\$2,000.00
37	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00	2	\$2,000.00			2	\$2,000.00
38	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00	1	\$5,000.00			1	\$5,000.00
39	2504.602	ADJUST VALVE BOX	EACH	\$200.00						
40	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	7.82	\$2,346.00			8.16	\$2,448.00
41	2506.516	CASTING ASSEMBLY (700-7)	EACH	\$750.00	2	\$1,500.00			4	\$3,000.00
42	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00						
43	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00						
44	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00	1	\$2,500.00			1	\$2,500.00
45	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00						
46	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00						
47	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	476	\$11,900.00			581	\$14,525.00
48	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00	44	\$3,520.00			54	\$4,320.00
49	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00						
50	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00	42	\$4,200.00			42	\$4,200.00
51	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00	53	\$5,300.00			53	\$5,300.00
52	2531.618	TRUNCATED DOMES	SQ FT	\$50.00	48	\$2,400.00			60	\$3,000.00
53	2563.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.15	\$1,800.00			0.15	\$1,800.00
54	2564.550	DELINEATOR TYPE X4-13	EACH	\$85.00						
55	2564.602	INSTALL SIGN	EACH	\$100.00	4	\$400.00	4	\$400.00	4	\$400.00
56	2565.602	RIGID PVC LOOP DETECTOR 6"X6"	EACH	\$1,000.00						
57	2571.502	DECIDUOUS TREE 10' HT 8&B	TREE	\$700.00	5	\$3,500.00			8	\$5,600.00
58	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$120.00	3	\$360.00			4	\$480.00
59	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00						
60	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00						
61	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	106	\$3,180.00			168	\$5,040.00
62	2575.505	SODDING TYPE LAWN	SQ YD	\$5.00	937	\$4,685.00			1470	\$7,350.00
63	2575.604	SITE RESTORATION	SQ FT	\$4.50						
64	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	46	\$241.50			147	\$771.75
65	2582.502	4" SOLID LINE PAINT	LIN FT	\$0.45	1575	\$708.75			1530	\$688.50
66	2582.502	8" SOLID LINE PAINT	LIN FT	\$1.50	114	\$171.00			113	\$169.50
67	2582.502	12" SOLID LINE PAINT	LIN FT	\$4.00						
68	2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.30						
69	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	50	\$30.00			105	\$63.00
70	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00	46	\$2,300.00			20	\$1,000.00
71	2611.4D	1-1/2" CURB STOP & BOX	EACH	\$1,500.00	2	\$3,000.00			2	\$3,000.00
72	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00	46	\$2,300.00			20	\$1,000.00
73	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00
74	2621.4H	1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00						
75	-	SCOURSTOP TRANSITION MAT	SQ YD	\$150.00						
CHANGE ORDER 3										
-	-	INSTALL SIGN IN CONCRETE	EACH	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00
-	-	F&I SIGN TYPE C	SQ FT	\$45.00	6.25	\$281.25	6.25	\$281.25	6.25	\$281.25
-	-	F&I SIGN - TRAIL	SQ FT	\$60.00	9	\$540.00	9	\$540.00	9	\$540.00
-	-	FLEXAMAT	SQ YD	\$105.82						
-	-	CS PIPE APRON	EACH	\$550.00						
TOTALS:						\$121,942.50		\$1,321.25		\$135,825.40
AMOUNT RETAINED:										
RETAINAGE RELEASED:								\$6,725.21		
PREVIOUS PAYMENTS										\$127,778.94
AMOUNT DUE:								\$8,046.46		\$8,046.46

PARTIAL PAY ESTIMATE 4 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
 Thursday, October 20, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	\$35,000.00	1	\$35,000.00	1	\$35,000.00	1	\$35,000.00
2	2101.502	CLEARING	TREE	\$100.00	5	\$500.00	2	\$200.00	7	\$700.00
3	2101.507	GRUBBING	TREE	\$100.00	5	\$500.00	2	\$200.00	7	\$700.00
4	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00	480	\$1,440.00	291	\$873.00	771	\$2,313.00
5	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00	51	\$1,275.00	54	\$1,350.00	105	\$2,625.00
6	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00	1297	\$5,188.00	1364	\$5,456.00	2661	\$10,644.00
7	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00	46	\$1,150.00	20	\$500.00	66	\$1,650.00
8	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$25.00	46	\$1,150.00	20	\$500.00	66	\$1,650.00
9	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	130	\$1,300.00	151	\$1,510.00	281	\$2,810.00
10	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	1850	\$1,850.00	2380	\$2,380.00	4230	\$4,230.00
11	2104.509	REMOVE CURBS	EACH	\$200.00	13	\$2,600.00	15	\$3,000.00	28	\$5,600.00
12	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	4	\$2,000.00
13	2104.509	REMOVE SANITARY CLEANOUT	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	4	\$2,000.00
14	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00	1	\$1,000.00	1	\$1,000.00	2	\$2,000.00
15	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	263	\$789.00	169	\$507.00	432	\$1,296.00
16	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	2216	\$2,216.00	2519	\$2,519.00	4735	\$4,735.00
17	2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00	4	\$120.00	4	\$120.00	8	\$240.00
18	2104.601	RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00	1	\$100.00	1	\$100.00	2	\$200.00
19	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00	1	\$2,000.00	1	\$2,000.00	2	\$4,000.00
20	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00	1	\$2,000.00	1	\$2,000.00	2	\$4,000.00
21	2105.501	COMMON EXCAVATION	CU YD	\$10.00	1440	\$14,400.00	1460	\$14,600.00	2900	\$29,000.00
22	2105.604	DITCH EXCAVATION	SQ YD	\$3.00	835	\$2,505.00	837	\$2,511.00	1672	\$5,016.00
23	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00	20	\$400.00	475	\$9,500.00	495	\$9,900.00
24	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	20	\$2,000.00	15	\$1,500.00	35	\$3,500.00
25	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00	23	\$1,150.00	6	\$300.00	29	\$1,450.00
26	2130.501	WATER	MGAL	\$10.00	100	\$1,000.00	110	\$1,100.00	210	\$2,100.00
27	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$1.00	9460	\$9,460.00	9460	\$9,460.00	18920	\$18,920.00
28	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00	62338	\$62,338.00	62338	\$62,338.00	124676	\$124,676.00
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00	68	\$680.00	77.3	\$773.00	145.3	\$1,453.00
30	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	\$10.00	1010	\$10,100.00	2263	\$22,630.00	3273	\$32,730.00
31	2360.501	TYPE SP 9 WEARING COURSE MIXTURE (2 B)	TON	\$40.00	7170	\$286,800.00	7364.56	\$294,582.40	14534.56	\$581,382.40
32	2360.501	TYPE SP 9 WEARING COURSE MIXTURE (2 C)	TON	\$47.00	2615	\$122,905.00	2310.97	\$108,615.59	4925.97	\$231,520.59
33	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	47	\$2,350.00	89	\$4,450.00	136	\$6,800.00
34	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	51	\$2,550.00	51	\$2,550.00	102	\$5,100.00
35	2503.602	MANHOLE ADJUSTING RINGS	EACH	\$50.00	20	\$1,000.00	27	\$1,350.00	47	\$2,350.00
36	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00	1	\$1,000.00	2	\$2,000.00	3	\$3,000.00
37	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00	2	\$2,000.00	2	\$2,000.00	4	\$4,000.00
38	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00	1	\$5,000.00	1	\$5,000.00	2	\$10,000.00
39	2504.602	ADJUST VALVE BOX	EACH	\$200.00	16	\$3,200.00	15	\$3,000.00	31	\$6,200.00
40	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	7.82	\$2,346.00	14.4	\$4,320.00	22.22	\$6,666.00
41	2506.516	CASTING ASSEMBLY (700-7)	EACH	\$750.00	6	\$4,500.00	6	\$4,500.00	12	\$9,000.00
42	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00	12	\$6,000.00	12	\$6,000.00	24	\$12,000.00
43	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00	23	\$11,500.00	15	\$7,500.00	38	\$19,000.00
44	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00	1	\$2,500.00	1	\$2,500.00	2	\$5,000.00
45	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00	262	\$5,240.00	266	\$5,320.00	528	\$10,560.00
46	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00	673	\$16,825.00	656	\$16,400.00	1329	\$33,225.00
47	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	613	\$15,325.00	780	\$19,500.00	1393	\$34,825.00
48	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00	81	\$6,480.00	60.67	\$4,853.60	141.67	\$11,333.60
49	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00	32	\$3,200.00	53.2	\$5,320.00	85.2	\$8,520.00
50	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00	42	\$4,200.00	42	\$4,200.00	84	\$8,400.00
51	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00	53	\$5,300.00	53	\$5,300.00	106	\$10,600.00
52	2531.618	TRUNCATED DOMES	SQ FT	\$50.00	108	\$5,400.00	80	\$4,000.00	188	\$9,400.00
53	2563.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	1	\$12,000.00	1	\$12,000.00	2	\$24,000.00
54	2564.550	DELINEATOR TYPE X4-13	EACH	\$85.00	16	\$1,360.00	15	\$1,275.00	31	\$2,635.00
55	2564.602	INSTALL SIGN	EACH	\$100.00	4	\$400.00	4	\$400.00	8	\$800.00
56	2565.602	RIGID PVC LOOP DETECTOR 6"X6"	EACH	\$1,000.00	6	\$6,000.00	2	\$2,000.00	8	\$8,000.00
57	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	\$700.00	5	\$3,500.00	10	\$7,000.00	15	\$10,500.00
58	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$120.00	26	\$3,120.00	24	\$2,880.00	50	\$6,000.00
59	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00	400	\$2,000.00	440	\$2,200.00	840	\$4,200.00
60	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00	2	\$2,000.00	2	\$2,000.00	4	\$4,000.00
61	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	655	\$19,650.00	563	\$16,890.00	1218	\$36,540.00
62	2575.505	SODDING TYPE LAWN	SQ YD	\$6.00	937	\$5,622.00	1470	\$8,820.00	2407	\$14,442.00
63	2575.604	SITE RESTORATION	SQ YD	\$4.50	9414	\$42,363.00	7854	\$34,443.00	17268	\$76,806.00
64	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	190	\$997.50	293	\$1,538.25	483	\$2,535.75
65	2582.502	4" SOLID LINE PAINT	LIN FT	\$0.45	2495	\$1,122.75	2382	\$1,071.90	4877	\$2,194.65
66	2582.502	8" SOLID LINE PAINT	LIN FT	\$1.50	204	\$306.00	113	\$169.50	317	\$475.50
67	2582.502	12" SOLID LINE PAINT	LIN FT	\$4.00	125	\$500.00	130	\$520.00	255	\$1,020.00
68	2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.30	3274	\$982.20	3370	\$1,011.00	6644	\$1,993.20
69	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	8270	\$4,962.00	9889	\$5,933.40	18159	\$10,895.40
70	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00	46	\$2,300.00	20	\$1,000.00	66	\$3,300.00
71	2611.4D	1-1/2" CURB STOP & BOX	EACH	\$1,500.00	2	\$3,000.00	2	\$3,000.00	4	\$6,000.00
72	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00	46	\$2,300.00	20	\$1,000.00	66	\$3,300.00
73	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	4	\$2,000.00
74	2621.4H	1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00	1	\$2,000.00	1	\$2,000.00	2	\$4,000.00
75	-	SCOURSTOP TRANSITION MAT	SQ YD	\$150.00	11	\$1,650.00	6	\$900.00	17	\$2,550.00
CHANGE ORDER 3										
-	-	INSTALL SIGN IN CONCRETE	EACH	\$100.00	1	\$100.00	1	\$100.00	2	\$200.00
-	-	F&I SIGN TYPE C	SQ FT	\$45.00	43.5	\$1,957.50	43.5	\$1,957.50	87	\$3,915.00
-	-	F&I SIGN - TRAIL	SQ FT	\$60.00	13.5	\$810.00	13.5	\$810.00	27	\$1,620.00
-	-	FLEXAMAT	SQ YD	\$105.82	18.9	\$2,000.00	18.9	\$2,000.00	37.8	\$4,000.00
-	-	CS PIPE APRON	EACH	\$550.00	1	\$550.00	1	\$550.00	2	\$1,100.00
TOTALS:						\$811,584.95		\$8,592.50		\$815,458.14
AMOUNT RETAINED:										
RETAINAGE RELEASED:								\$40,343.29		
PREVIOUS PAYMENTS										\$766,522.35
AMOUNT DUE:								\$48,935.79		\$48,935.79

Date of Issuance:	Effective Date:	Council Approval
Owner: City of Baxter	Owner's Contract No.: 4063, 4105, 4107	
Contractor: R.L. Larson Excavating, Inc.	Contractor's Project No.:	
Engineer: Widseth Smith Nolting	Engineer's Project No.: 0102B0274.000	
Project: 2015 Dellwood Drive, Novotny Road, Inglewood Drive and Independence Road Utility and Roadway Improvements	Contract Name: Municipal Project Numbers 4063, 4105 and 4107	

The Contract is modified as follows upon execution of this Change Order:

Description: See WSN Letter Dated August 22, 2016

Attachments: Change Order Summary and WSN Letter Dated August 22, 2016

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$1,530,029.37</u>	Original Contract Times: Substantial Completion: <u>October 23, 2015</u> Ready for Final Payment: <u>November 6, 2015</u> days or dates
Increase from previously approved Change Orders: <u>\$ 30,774.25</u>	Increase from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$ 1,560,803.62</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 6, 2015</u> Ready for Final Payment: <u>November 20, 2015</u> days or dates
Increase of this Change Order: <u>\$ 18,524.10</u>	Increase of this Change Order: Substantial Completion: <u>May 26, 2016</u> Ready for Final Payment: <u>June 9, 2016</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 1,579,327.72</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 26, 2016</u> Ready for Final Payment: <u>June 9, 2016</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: <u>Gregory H. P. [Signature]</u>	By: _____	By: _____	By: _____
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: <u>Proj. MANAGER</u>	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: <u>10-25-2016</u>	Date: _____	Date: _____	Date: _____

CONTRACT CHANGE ORDER SUMMARY		ORDER NO. 4
CONTRACT FOR: DELLWOOD DR, NOVOTNY RD, INGLEWOOD DR & INDEPENDENCE RD IMPROVEMENTS MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107	DATE: August 22, 2016	
OWNER: CITY OF BAXTER	STATE: MINNESOTA	
TO: RL LARSON EXCAVATING, INC.	COUNTY: CROW WING	

Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
Listing of Changes:		
	<u>Quantity</u>	<u>Unit</u>
	<u>Unit Cost</u>	
1. DRAINAGE STRUCTURE BY HART	1	LUMP SUM
		\$1,377.00
2. EXTEND PIPE INLET ON DELLWOOD DR.	1	LUMP SUM
		\$1,472.06
3. IRRIGATION SYSTEM REPAIRS	1	LUMP SUM
		\$1,932.00
4. EXTEND CULVERT ON INGLEWOOD DRIVE	1	LUMP SUM
		\$3,127.24
5. EXTEND CULVERT AT TH 210 (EAST)	1	LUMP SUM
		\$1,505.60
6. EXTEND CULVERT AT TH 210 (WEST)	1	LUMP SUM
		\$2,011.20
7. SANITARY SEWER CLEANOUT BOXES	1	LUMP SUM
		\$541.00
8. INSTALL FLEXAMAT FLUMES	1	LUMP SUM
		\$3,363.50
9. RELOCATE SAN. SEW. MH 7	1	LUMP SUM
		\$1,800.00
10. REPAIR DAMAGED CURBS	1	LUMP SUM
		\$1,394.50
CHANGE ORDER TOTALS:		\$0.00
NET CHANGE IN CONTRACT PRICE:		\$18,524.10

JUSTIFICATION:

See WSN Letter Dated August 22, 2016.

The amount of the Contract will be **increased** by the sum of:

Thirty Thousand Seven Hundred Seventy Four and 25/100

Dollars(**\$18,524.10**).

The Contract Total including this and previous Change Orders will be:

One Million Five Hundred Sixty Thousand Eight Hundred Three and 62/100

Dollars(**\$1,579,327.72**).



October 24, 2016

Greg Philippi
 RL Larson Excavating, Inc.
 2255 12th Street SE
 St. Cloud, MN 56304

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

218.829.5117 
 218.829.2517 
 Brainerd@wsn.us.com 

WidsethSmithNotling.com

Re: Claim for Additional Work
 Dellwood Drive, Novotny Road, Inglewood Drive and Independence Road Improvements
 Municipal Project Numbers 4063, 4105 and 4107
 Baxter, Minnesota
 WSN Job No. 0102B0274.000

Dear Mr. Philippi:

This letter is written in response to the attached claims dating from August 8, 2015 to June 14, 2016. The letter will be copied to the City and will serve as the Engineer's recommendation and formal action regarding the associated claims.

Our review and recommendation on each claim is as follows:

1. Drainage Structure by HART Requested Change in Contract Price: \$3,135.25
Date: 04-18-16

The original plan called for a storm sewer pipe apron inlet in front of the HART property to pick up drainage overflows from the ditch. During the final walkthrough, the City staff and Engineer determined the apron needed to be replaced with a structure to better fit with the existing ground between the curb and HART property. The reason the apron did not fit the ditch was the addition of the right-turn lane that was requested by the County.

The Contractor is requesting a total of \$3,135.35 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is \$1,758.25. The remaining \$1,377.00 is eligible for compensation because of the additional work required including hand building the structure.

Engineer's Recommendation Change in Contract Price: \$1,377.00

2. Extend Pipe Inlet on Dellwood Dr. Requested Change in Contract Price: \$1,946.06
Date: 04-18-16

The plans called for an apron inlet on the west side of Dellwood Drive across from the HART property. During the final walkthrough, City staff and the Engineer determined the apron needed to be extended farther west to better fit with the ditch grading.

The Contractor is requesting a total of \$1,946.06 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is \$474.00. The remaining \$1,472.06 is eligible for compensation because of the additional work required.

Engineer's Recommendation Change in Contract Price: \$1,472.06

3. Irrigation System Repairs **Requested Change in Contract Price: \$1,870.00**
Date: 5-25-16

Grading work on Inglewood Drive required modifications to the existing irrigation systems at 13802 Cherrywood Drive and 6519 John Street. The total cost to complete the irrigation repair work was \$1,870.00 which includes \$1,700.00 from Dan's Sod Service LLC and a 10% markup.

There was also additional irrigation system repair work completed for Christ Evangelical Lutheran Church. This work was invoiced directly to Christ Lutheran Evangelical Lutheran Church in the amount of \$140.00. In accordance with the easement agreement between the Church and City, irrigation system repairs should have been the responsibility of the City. The Contractor should reimburse the Christ Lutheran Evangelical Lutheran Church for these costs and the costs should be added to the change order.

The Contractor has indicated a 10% markup on Subcontractor costs. In accordance with General Conditions 11.04.C.2.b, only a 5% markup is allowed. Based on a 5% markup, the Contractor would be eligible to receive \$1,785.00 for the work completed by Dan's Sod Service and \$147.00 for the work invoiced directly to Christ Evangelical Lutheran Church.

Engineer's Recommendation **Change in Contract Price: \$1,932.00**

4. Extend Culvert on Inglewood Drive **Requested Change in Contract Price: \$3,515.24**
Date: 04-18-16

This work is related to a previous change order request to complete additional grading work along the east side of Inglewood Drive. The additional grading work was completed at the direction of the Engineer to create a 4:1 slope vs. a 3:1 slope called for in the plans. The change in slope required the extension of the culvert to fit revised slope work completed last fall.

The Contractor is requesting a total of \$3,515.24 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is \$388.00. It is our determination the additional \$3,127.24 is eligible for compensation by change order based on the work completed.

Engineer's Recommendation **Change in Contract Price: \$3,127.24**

5. Extend Culvert at TH 210 (east) **Requested Change in Contract Price: \$2,031.60**
Date: 08-15-15

This work is related to a grading change requested by the Engineer during construction. The roadway and radius off of TH 210 were widened during construction to lengthen the right turn lane onto Fairview Road. This change required the culvert to be extended farther to the east. This work was not included or shown in the original plan set. Our records do indicate the work was completed on 10-30-15 and not 08-15-15 as shown in the Contactor's submittal.

The Contractor is requesting a total of \$2,031.60 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is \$526.00. It is our determination the additional \$1,505.60 is eligible for compensation by change order based on the work completed.

Engineer's Recommendation **Change in Contract Price: \$1,505.60**

6. Extend Culvert at TH 210 (west) Requested Change in Contract Price: \$2,813.20
Date: 08-15-15

The plan called for a 30' extension of the culvert to the west side of Inglewood Drive. After grading work was completed for the trail and pond, it was determined by City staff and the Engineer the culvert needed to be extended farther west. Our records do indicate the work was completed on 10-26-15 and not 08-15-15 as shown in the Contactor's submittal.

The Contractor is requesting a total of \$2,813.20 based on material and crew time to complete the additional work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is \$802. It is our determination the additional \$2,011.20 is eligible for compensation by change order based on the work completed.

Engineer's Recommendation Change in Contract Price: \$2,011.20

7. Sanitary Sewer Cleanout Boxes Requested Change in Contract Price: \$2,341.00
Date: 04-19-16

The work is associated with supplying and placing irrigation boxes over the sanitary sewer service cleanouts on Dellwood Drive and Novotny Road. The plans were completed in 2015 before the City added irrigation boxes to the standard details. City staff and the Engineer requested the change during construction.

The Contractor is requesting a total of \$2,341.00 based on material and labor to complete the additional work as directed by the Engineer. The labor costs will be paid on the next pay estimate using the Common Laborers bid item. It is our determination the additional \$541.00 for materials is eligible for compensation by change order.

Engineer's Recommendation Change in Contract Price: \$541.00

8. Install Flexamat Flumes Requested Change in Contract Price: \$3,923.50
Date: 04-20-16

The Contractor is requesting a total of \$3,923.50 to supply and install Flexamat flumes on the Dellwood Drive and Novotny Road project. The Flexamat flumes were requested by City staff and the Engineer to prevent erosion at the end of the curb & gutter spillways on TH 371 and at Edina Realty. The flexamat flumes took the place of the concrete flumes that were shown in the plans.

The costs claimed by the Contractor appear high for the work completed. Our observations indicate it took about 7 hours total with one foreman, one laborer and a skidsteer. Based on the \$85/hour labor rate bid for the project and the foreman rate of \$110/hour and skidsteer rate of \$125/hour listed in the Contractors rate sheet, the total cost for labor and equipment should be \$3,363.50.

Engineer's Recommendation Change in Contract Price: \$3,363.50

9. Relocate San. Sew. MH 7 Requested Change in Contract Price: \$2,000.00
Date: 10-27-15 to 10-28-15

The Contractor is requesting a total of \$2,000.00 to relocate drainage structure (DS) 7 on Dellwood Drive. The location of this structure was changed by the Engineer because the roadway profile needed to be changed to accommodate the right-turn lane requested by the County. Our observer agreed to 1 hour of down time or \$800.00 on 10-27-15 because there was not enough 18" pipe on site to complete the line to DS 7. The Contractor did continue working on 10-27-15 and set DS 7.

On 10-29-15 (not 10-28-15 as shown in the Contractor's submittal) the remaining 46' of 18" pipe was

installed to DS 7. Our records do not indicate additional time was spent to excavate and side dig the pipe; however, the trench was backfilled and reopened again on 10-29-16 which would take additional time.

Since the delay was not caused by the Contractor, it is our determination the Contractor is eligible to receive additional compensation. On 10-27-15 our observer and the superintendent for the Contractor agreed to \$800.00. The additional time to excavate and side dig the pipe to DS 7 appears reasonable considering that the trench had to be reopened and the pipe needed to be installed with DS 7 in place.

Engineer's Recommendation **Change in Contract Price: \$1,800.00**

10. Repair Damaged Curbs **Requested Change in Contract Price: \$15,984.59**
Date: 10-27-15

The Contractor is requesting a total of \$15,984.59 to make the necessary repairs to the concrete curb & gutter on Dellwood Drive and Novotny Road. The concrete replacement was necessary to repair cracked curb and snow plow damage.

Based on our records and the walkthrough completed on April 14, 2016, the City is responsible for the following items:

Remove Curb & Gutter	108.5 LF
Concrete Curb & Gutter Design B624	223.5 LF
8" Concrete Valley Gutter	17 SY

In the Agreement for Change Order 2, the Contractor agreed to hold all unit prices through completion of the project. The items listed above were paid on PE 6 in the amount of \$5,017.00. The City did direct the Contractor to extend the curb and gutter on Novotny Road in the spring of 2016. This work was not shown on the plan and of the work was completed by hand. It is our determination that all new curb is eligible for a cost adjustment based on the additional hand work. The total of additional cost for the hand poured curb was calculated to be \$1,394.50.

The remaining items are the Contractor's responsibility. Any price increases as a result of the work suspension last fall including increased subcontractor costs are the Contractor's responsibility and are not eligible for additional compensation.

Engineer's Recommendation **Change in Contract Price: \$1,394.50**

11. Additional Removals **Requested Change in Contract Price: \$2,889.90**
Date: 05-04-16

The Contractor is requesting additional quantities for certain unit bid items. These items will be settled when final quantities are calculated and agreed upon.

Engineer's Recommendation **Change in Contract Price: \$0**

12. Work Around Utilities on Dellwood Drive **Requested Change in Contract Price: \$44,160.00**
Date: 10-14-15 to 10-20-15

The Contractor is requesting a total of \$44,160.00 for additional work completed to dig around underground utilities on Dellwood Drive. The Contractor claims additional time was spent to dig around the new relocated facilities and old facilities that were not abandoned.

This item has been resolved. At our meeting on Friday, October 21, 2016, additional information was requested from the Contractor and it was decided the claim would be dealt with separately.

13. Added Class 5 For Driveway Requested Change in Contract Price: **\$939.73**
Date: **05-15-16**

This item will be addressed as a regular unit pay item on the next pay estimate.

Engineer's Recommendation Change in Contract Price: **\$0.00**

14. Replace Bike Signage Requested Change in Contract Price: **\$1,275.00**
Date: **02-05-16**

The Contractor is requesting a total of \$1,275.00 to replace the "No Parking Bike Lane" signs on Inglewood Drive. The signs initially installed by the Contractor were 12" x 18". This sign typically comes in either 12" x 18" or 18" x 24". The plan contained a typo and called for 24" x 24" signs. The City standard is the larger 18" x 24". The subcontractor admitted they noticed the error but did not request clarification from the Engineer. Instead they ordered and installed 12" x 18" signs because that is the standard size for this sign as listed in the Minnesota Manual on Uniform Traffic Control Devices.

It is our opinion the Contractor should have notified the Engineer after noticing the typo in the plan and requested clarification. It was our intent to specify the larger 24" sign. It is our determination the signs should be paid at the appropriate unit bid price with no additional compensation for the replacement costs.

Engineer's Recommendation Compensation Based on Unit Prices: **\$0**

15. Pavement Marking Modifications Requested Change in Contract Price: **\$440.00**
Date: **06-14-16**

The Contractor is requesting a total of \$440.00 to grind off and replace the turn lane indicator arrows on east bound Fairview Road. The arrows were shown incorrectly on the plan and marked incorrectly in the field by the Engineer.

The work was completed at the direction of the Engineer. It is our determination the Contractor's claimed costs are appropriate except for the 10% markup. The maximum markup allowed by contract is 5%. Widseth Smith Nolting takes responsibility for this item and will settle the additional cost with the Contractor.

Engineer's Recommendation Compensation Based on Unit Prices: **\$0**

Summary of Contractor Claims and Engineer's Recommendation

	Contractor's Requests Change in Contract Price	Engineer's Recommended Change in Contract Price
Item 1	\$3,135.25	\$1,377.00*
Item 2	\$1,946.06	\$1,472.06*
Item 3	\$1,870.00	\$1,932.00
Item 4	\$3,515.24	\$3,127.24*
Item 5	\$2,031.60	\$1,505.60*
Item 6	\$2,813.20	\$2,011.20*
Item 7	\$2,341.00	\$541.00*
Item 8	\$3,923.50	\$3,363.50
Item 9	\$2,000.00	\$1,800.00
Item 10	\$15,984.59	\$1,394.50*
Item 11	\$2,889.90	\$0*
Item 12	\$44,160.00	
Item 13	\$939.73	\$0*

Item 14	\$1,275.00	\$0
Item 15	\$440.00	\$0
Total	<u>\$89,265.07</u>	<u>\$18,524.10</u>

Based on our review of the Contractor submittals and available construction records and documentation, we have determined the Contractor is eligible to receive a change in contract price of \$16,606.10. Please note, items denoted with an * above under the Engineer's recommendation will receive additional compensation through the regular bid items on a pay estimate.

This letter will serve as the Engineer's recommendation on all 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 you 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

Baxter Extra Work Performed

Job #414

4/18/2016	remove Apron in front of Hart Add 8' of 12" pipe construct cb	
	Material	\$1,135.25
	2 hrs crew time	\$2,000.00
	total	\$3,135.25
4/18/2016	remove apron across road from hart install 8' of 12" pipe reinstall apron	
	Material	\$196.06
	Salvage/Reinstall	\$250.00
	1.5 hrs crew time	\$1,500.00
	total	\$1,946.06
5/25/2016	replace irrigation system on inglwood drive	Dan's Sod Service
	Material & labor	\$1,700.00
	10%	\$170.00
	Total	\$1,870.00
4/18/2016	Remove 18" apron on Inglewood Drive install 4' of pipe reinstall apron	
	Material	\$265.24
	salvage/reinstall	\$250.00
	3 hrs crew time	\$3,000.00
	Total	\$3,515.24
8/15/2015	remove apron east side Inglewood dr and 210 add 8' of p 18" pipe	
	Material	\$281.60
	Salvage/Reinstall	\$250.00
	1.5 hrs crew time	\$1,500.00
	Total	\$2,031.60
8/15/2015	remove apron west side Inglewood dr and 210 add 16' of 18" pipe	
	Material	\$563.20
	Salvage/Reinstall	\$250.00
	2 hrs crew time	\$2,000.00
	Total	\$2,813.20
4/19/2016	Install boxes over sewer clean-outs not on plan	
	Material	\$541.00
	Labor	\$1,800.00
	Total	\$2,341.00
4/20/2016	Install 7 ea flex-mat flumes on Dellwood and Novotny	
	Material	\$1,123.50
	Labor	\$2,800.00
	Total	\$3,923.50
10/27/2015	1 hr down time mh 7 location moved without plan change had to backfill and move crew time	\$1,000.00 short of pipe reorder more
10/28/2015	reopen pipe end and side dig to mh 7 set rest of pipe, 1 hr extra time spent digging and laying sideways crew time 1 hr	\$1,000.00

5/5/2016 repair damaged curbs snow plows - Additional C&G - Valley Gutters, Landmark Conc.
Invoice # 0284-2015-22, Attached

Total	\$14,531.44
10%	\$1,453.15
Grand Total	\$15,984.59

5/4/2016 RL Larson - Additional removals and sawcutting

line item

#8	147.5 lf	\$737.50
#9	183 Syd	\$329.40
#17	8 lf	\$40.00
#18	301 lf	\$903.00
8A	44cyd	\$880.00
Total		\$2,889.90

10/14/2015 thru 10/20/2015 Extra work to dig around new and old utilities, plowed in but not completed
had to dig around both live lines, doubled our time for each install, change of conditions.
Sheet attached with extra time and cost

total cost	\$44,160.00
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5/15/2016 add additional class 5 for extra driveway to rental property

54.69 cyd class 5	\$939.73
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2/5/2016 replace bike signs, change order

15 ea - @ 85.00	\$1,275.00
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6/14/2016 remove arrows on fairview and inglewood

new arrows per unit cost to reinstall

L.S.	\$400.00
------	----------

10%	\$40.00
-----	---------

Total	\$440.00
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\$3,135.25

\$1,946.06

\$1,870

3515.24

2031.6

2813.2

2341

3923.5

1000

1000

15984.59

2889.9

44160

939.73

1275

440

Total

\$89,265.07

LANDMARK CONCRETE, INC.
 18600 Ulysses Street NE
 East Bethel, MN 55011
 Ph: (763) 434-0310 / Fax: (763) 434-0315

INVOICE

0284-2015-22

SOLD TO:

R L LARSON EXCAVATING, INC.
 2255 12TH ST SE
 ST CLOUD, MN 56304-9705

2015-22
 Dellwood drive and Novotny Road
 SAP 230-116-001
 SAP 230-114-001
 Baxter, MN

INVOICE DATE	PAYMENT TERMS	YOUR ORDER #
5/9/2016		0284

Qty	Item	Unit	Price	Amount
264.00	replace curb on Novatny	LF	\$25.8400	\$6,821.76
49.00	replace curb at Holiday Inn	LF	\$25.8400	\$1,266.16
172.00	replace curb on Dellwood	LF	\$25.8400	\$4,444.48
16.00	installation of new valley gutter by Edina Reality	SY	\$65.0000	\$1,040.00
18.00	replace 6" concrete driveway pavement on Dellwood & Novatney	SY	\$53.2800	\$959.04

Comments: for work completed Thursday, May 5, 2016

SUBTOTAL:	\$14,531.44
FREIGHT:	\$0.00
7.1250% TAX:	\$0.00
Retainage:	\$0.00
TOTAL	\$14,531.44
AMOUNT DUE	\$14,531.44

PAYMENTS:

+ 10% \$1453.15

\$15,984.59

Invoice

18381 State Hwy. 371 N
Brainerd MN 56401

Date	Invoice #
5/31/2016	3049

Bill To
<p>Christ Luthern Church 13815 Cherrywood Dr. Baxter MN 56425 Don Mork 612-991-5413</p>

Ship To

P.O. No.	Terms	Due Date	Project
		5/31/2016	

Qty.	Description	Rate	Amount
5	Rain Bird 5004+ Turf Head	13.00	65.00
	Service Call- Replaced heads and flushed lines along new path.	75.00	75.00
	Broken heads from work done along new path		

yardcreations.net		A finance charge of 1.5% per month will be assessed on past due balances.	Subtotal	\$140.00
Phone #	Fax #		Sales Tax (6.875%)	\$0.00
218-828-4130	218-828-4130	You can now pay on your account online with Intuit Paymentnetwork at this web site https://ipn.intuit.com/	Total	\$140.00
			Payments/Credits	\$0.00
		adam@yardcreations.net	Balance Due	\$140.00

**PARTIAL PAYMENT ESTIMATE
NUMBER 7**

Name of Contractor:	R.L. Larson Excavating, Inc. 2255 12th Street SE St Cloud, MN 56304	Dates of Estimate:	From: 4/22/16 To: 5/27/16
Name of Owner:	City of Baxter PO Box 2626 Baxter, MN 56425	Amount of Contract:	Original: \$1,530,029.37 Revised: \$1,577,409.72
Date of Completion:			
Original:	See Agreement		
Revised:	See Change Order 2		

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

ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
BASE BID									
2021.501	MOBILIZATION	1	LUMP SUM	\$70,000.00	\$70,000.00			1	\$70,000.00
2101.501	CLEARING	0.52	ACRE	\$5,000.00	\$2,600.00			0.65	\$3,250.00
2101.502	CLEARING	58	TREE	\$150.00	\$8,700.00			66	\$9,900.00
2101.506	GRUBBING	0.52	ACRE	\$5,000.00	\$2,600.00			0.65	\$3,250.00
2101.507	GRUBBING	58	TREE	\$150.00	\$8,700.00			62	\$9,300.00
2104.501	REMOVE SEWER PIPE (STORM)	22	LIN FT	\$10.00	\$220.00			67	\$670.00
2104.501	REMOVE WATER SERVICE PIPE	20	LIN FT	\$10.00	\$200.00			30	\$300.00
2104.501	REMOVE CURB AND GUTTER	76	LIN FT	\$5.00	\$380.00	-24.5	(\$122.50)	295.5	\$1,477.50
2104.505	REMOVE BITUMINOUS PAVEMENT	16266	SQ YD	\$1.80	\$292,788.00			16491	\$296,683.00
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	49	SQ YD	\$6.00	\$294.00			180	\$1,080.00
2104.509	REMOVE CONCRETE APRON	1	EACH	\$50.00	\$50.00			1	\$50.00
2104.509	REMOVE CATCH BASIN	1	EACH	\$100.00	\$100.00			1	\$100.00
2104.509	REMOVE SIGN TYPE C	19	EACH	\$25.00	\$475.00			17	\$425.00
2104.509	REMOVE VALVE BOX	2	EACH	\$200.00	\$400.00			2	\$400.00
2104.509	REMOVE CURB STOP & BOX	3	EACH	\$300.00	\$900.00			3	\$900.00
2104.509	REMOVE DELINEATOR	5	EACH	\$25.00	\$125.00			4	\$100.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	441	LIN FT	\$5.00	\$2,205.00			37	\$185.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	330	LIN FT	\$3.00	\$990.00			1154	\$3,462.00
2104.521	SALVAGE FENCE	367	LIN FT	\$10.00	\$3,670.00			97	\$970.00
2104.523	SALVAGE SIGN	20	EACH	\$25.00	\$500.00			20	\$500.00
2104.523	SALVAGE HYDRANT & VALVE	2	EACH	\$425.00	\$850.00			2	\$850.00
2104.523	SALVAGE PIPE APRON	2	EACH	\$100.00	\$200.00	4	\$400.00	8	\$800.00
2105.501	COMMON EXCAVATION (P)	7512	CU YD	\$10.00	\$75,120.00			8647	\$86,470.00
2105.505	MUCK EXCAVATION	1000	CU YD	\$10.00	\$10,000.00			1000	\$10,000.00
2105.522	COMMON BORROW (CV)	7191	CU YD	\$9.40	\$67,596.40			7511	\$70,903.40
2105.601	DEWATERING	0.35	LUMP SUM	\$62,000.00	\$62,000.00				\$62,000.00
2118.501	AGGREGATE SURFACING CLASS 5	26	TON	\$20.00	\$520.00			20	\$400.00
2123.501	COMMON LABORERS	30	HOUR	\$85.00	\$2,550.00			21	\$1,785.00
2123.503	MOTOR GRADER	20	HOUR	\$170.00	\$3,400.00				
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	32	HOUR	\$100.00	\$3,200.00			11	\$1,100.00
2130.501	WATER	100	M GALLON	\$30.00	\$3,000.00				
2211.501	AGGREGATE BASE CLASS 5	173	TON	\$20.00	\$3,460.00			55	\$1,100.00
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	4304	CU YD	\$17.00	\$73,168.00			4304	\$73,168.00
2380.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	5421	TON	\$55.00	\$298,155.00			8623.67	\$309,301.65
2501.514	18" RC PIPE CULVERT	112	LIN FT	\$34.50	\$3,864.00			132	\$4,554.00
2501.515	12" RC PIPE APRON	5	EACH	\$400.00	\$2,000.00			5	\$2,000.00
2501.515	18" RC PIPE APRON	4	EACH	\$475.00	\$1,900.00			4	\$1,900.00
2501.573	INSTALL PIPE APRON	2	EACH	\$150.00	\$300.00	2	\$300.00	6	\$900.00
2503.541	12" RC PIPE SEWER DES 3006 CL V	1203	LIN FT	\$28.00	\$33,684.00			1174	\$32,872.00
2503.541	15" RC PIPE SEWER DES 3006 CL V	768	LIN FT	\$30.00	\$23,040.00			617	\$18,510.00
2503.541	18" RC PIPE SEWER DES 3006 CL III	678	LIN FT	\$32.00	\$21,696.00			760	\$24,320.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	1	EACH	\$900.00	\$900.00			1	\$900.00
2503.602	CONNECT TO EXISTING MANHOLES (SAN)	1	EACH	\$2,400.00	\$2,400.00			1	\$2,400.00
2504.602	ADJUST VALVE BOX	2	EACH	\$200.00	\$400.00			1	\$200.00
2504.602	CONNECT TO EXISTING SEWER SERVICE	3	EACH	\$450.00	\$1,350.00			4	\$1,800.00
2504.602	CONNECT TO EXISTING WATER SERVICE	5	EACH	\$510.00	\$2,550.00			2	\$1,020.00
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	2770	LIN FT	\$1.25	\$3,462.50			2778	\$3,472.50
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	778	LIN FT	\$1.25	\$972.50			1019	\$1,273.75
2504.602	CONNECT TO EXISTING WATER MAIN	2	EACH	\$950.00	\$1,900.00			4	\$3,800.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	55.13	LIN FT	\$425.00	\$23,430.25			56.74	\$24,114.50
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	32.71	LIN FT	\$280.00	\$9,158.80			32.71	\$9,158.80
2506.516	CASTING ASSEMBLY	20	EACH	\$750.00	\$15,000.00			21	\$15,750.00
2506.522	ADJUST FRAME AND RING CASTING	9	EACH	\$350.00	\$3,150.00			9	\$3,150.00
2506.602	CONNECT INTO EXISTING STORM SEWER	1	EACH	\$500.00	\$500.00			1	\$500.00
2506.602	CONSTRUCT CONTROL STRUCTURE A	1	EACH	\$2,600.00	\$2,600.00	0.25	\$700.00	1	\$2,800.00
2511.501	RANDOM RIPRAP CLASS III	61.4	CU YD	\$55.00	\$3,377.00			33	\$2,145.00
2511.515	GEOTEXTILE FILTER TYPE IV	227	SQ YD	\$2.00	\$454.00			116	\$232.00
2531.501	CONCRETE CURB AND GUTTER DESIGN BS24	7110	LIN FT	\$15.00	\$106,650.00	-24.5	(\$367.50)	7879.5	\$115,192.50
2531.503	CONCRETE MEDIAN	93	SQ YD	\$75.00	\$6,975.00			107	\$8,025.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	183	SQ YD	\$55.00	\$10,065.00			313	\$17,215.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	135	SQ YD	\$60.00	\$8,100.00			160	\$9,600.00
2531.604	8" CONCRETE VALLEY GUTTER	114	SQ YD	\$66.00	\$7,524.00			138.1	\$9,114.60
2531.618	TRUNCATED DOMES	184	SQ FT	\$40.00	\$7,360.00			206	\$8,240.00
2540.602	MAIL BOX SUPPORT	15	EACH	\$125.00	\$1,875.00			15	\$1,875.00
2540.602	TEMPORARY POSTAL SERVICE	15	EACH	\$100.00	\$1,500.00			15	\$1,500.00
2557.603	INSTALL FENCE	347	LIN FT	\$20.00	\$6,940.00			64	\$1,280.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$8,000.00	\$8,000.00			1	\$8,000.00
2564.602	INSTALL SIGN	20	EACH	\$80.00	\$1,600.00			20	\$1,600.00
2564.602	INSTALL SIGN PANEL TYPE C	13	EACH	\$105.00	\$1,365.00			60	\$6,300.00
2564.602	FURNISH TYPE C SIGN	22	EACH	\$150.00	\$3,300.00			60	\$9,000.00
2573.502	SILT FENCE, TYPE MS	2222	LIN FT	\$2.50	\$5,555.00			2255	\$5,637.50
2573.530	STORM DRAIN INLET PROTECTION	23	EACH	\$225.00	\$5,175.00			23	\$5,175.00
2573.535	STABILIZED CONSTRUCTION EXIT	8	EACH	\$600.00	\$4,800.00			8	\$4,800.00
2573.550	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$1,500.00	\$1,500.00			1	\$1,500.00
2573.602	CULVERT END CONTROLS	2	EACH	\$250.00	\$500.00			2	\$500.00
2574.508	FERTILIZER TYPE I	693	POUND	\$1.00	\$693.00			1483	\$1,483.00
2574.525	COMMON TOPSOIL BORROW	2452	CU YD	\$0.01	\$24.52			2531	\$25.31
2575.501	SEEDING	6.5	ACRE	\$800.00	\$5,200.00			6.6	\$5,280.00
2575.502	SEED MIXTURE 22-111	183	POUND	\$4.00	\$732.00			180	\$720.00
2575.502	SEED MIXTURE 25-131	732	POUND	\$3.00	\$2,196.00			1943	\$5,829.00
2575.502	SEED MIXTURE 33-361	14	POUND	\$60.00	\$840.00			17.5	\$1,050.00
2575.505	SODDING TYPE LAWN	9935	SQ YD	\$4.50	\$44,707.50			7931	\$35,689.50
2575.511	MULCH MATERIAL TYPE 3	8	TON	\$425.00	\$3,400.00				
2575.519	DISK ANCHORING	4.1	ACRE	\$200.00	\$820.00				
2575.523	EROSION CONTROL BLANKETS CATEGORY 3	4964	SQ YD	\$2.00	\$9,928.00			1765	\$3,530.00
2575.562	HYDRAULIC MATRIX TYPE MULCH	3180	POUND	\$1.30	\$4,134.00			5965	\$7,754.50
2582.501	PAVEMENT MESSAGE-PAINT	13	EACH	\$50.00	\$650.00			16	\$800.00
2582.502	4" SOLID LINE WHITE-PAINT	715	LIN FT	\$0.30	\$214.50			433	\$129.90
2582.502	4" SOLID LINE WHITE-PAINT	7465	LIN FT	\$0.34	\$2,558.10			3014	\$1,024.76
2582.502	4" SOLID LINE YELLOW-PAINT	1623	LIN FT	\$0.33	\$535.59			231	\$69.30
2582.502	4" SOLID LINE YELLOW-PAINT	137	LIN FT	\$2.50	\$342.50			200.4	\$501.00
2582.502	4" SOLID LINE YELLOW-PAINT	816	LIN FT	\$0.30	\$244.80			230	\$69.00
2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	2276	LIN FT	\$0.50	\$1,138.00			4361	\$2,618.00

2600.4D	INSULATION (4' x 8' x 2" THICK)	879.2	SQ YD	\$20.00	\$17,584.00			2071.3	\$41,426.00
2611.4A	6" PVC WATERMAIN PIPE	108	LIN FT	\$20.00	\$2,160.00			114	\$2,280.00
2611.4A	8" PVC WATERMAIN PIPE	186	LIN FT	\$22.00	\$4,092.00			185	\$4,070.00
2611.4A	10" PVC WATERMAIN PIPE	1384	LIN FT	\$25.00	\$34,600.00			1383	\$34,575.00
2611.4A	12" PVC WATERMAIN PIPE	1191	LIN FT	\$28.50	\$33,943.50			1188	\$33,858.00
2611.4A	1" POLYETHYLENE SERVICE PIPE	48	LIN FT	\$13.00	\$624.00			20	\$260.00
2611.4A	1.5" POLYETHYLENE SERVICE PIPE	634	LIN FT	\$13.00	\$8,242.00			635	\$12,155.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	5	EACH	\$1,150.00	\$5,750.00			6	\$6,900.00
2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	2	EACH	\$1,575.00	\$3,150.00			2	\$3,150.00
2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	3	EACH	\$2,400.00	\$7,200.00			3	\$7,200.00
2611.4B	12" BUTTERFLY VALVE & BOX w/ ADAPTOR	1	EACH	\$2,000.00	\$2,000.00			2	\$4,000.00
2611.4B	VALVE OPERATOR EXTENSION	9	EACH	\$140.00	\$1,260.00				
2611.4C	1.5" CORPORATION STOP & SADDLE	18	EACH	\$655.00	\$11,790.00			24	\$15,720.00
2611.4D	1" CURB STOP & BOX	3	EACH	\$635.00	\$1,905.00			1	\$635.00
2611.4D	1.5" CURB STOP & BOX	18	EACH	\$760.00	\$13,680.00			24	\$18,240.00
2611.4E	HYDRANT	5	EACH	\$4,030.00	\$20,250.00			5	\$20,250.00
2611.4G	INSTALL HYDRANT & VALVE	2	EACH	\$1,440.00	\$2,880.00			2	\$2,880.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	3675	POUND	\$1.75	\$6,431.25			4100	\$7,175.00
2611.4J	HYDRANT EXTENSION (12")	1	EACH	\$585.00	\$585.00			2	\$1,170.00
2611.4J	HYDRANT EXTENSION (18")	1	EACH	\$700.00	\$700.00				
2611.4J	HYDRANT EXTENSION (30")	1	EACH	\$875.00	\$875.00			1	\$875.00
2611.4J	GATE VALVE BOX & ADAPTOR	2	EACH	\$435.00	\$870.00			2	\$870.00
2621.4A	8" PVC SEWER PIPE (SDR 26)	979	LIN FT	\$24.50	\$23,985.50			980	\$24,010.00
2621.4A	10" PVC SEWER PIPE (SDR 26)	1791	LIN FT	\$27.00	\$48,357.00			1795	\$48,465.00
2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	10	EACH	\$22,000.00	\$220,000.00			10	\$22,000.00
2621.4B1	MANHOLE EXCESS DEPTH	14.95	LIN FT	\$100.00	\$1,495.00			14.95	\$1,495.00
2621.4F	4" PVC SERVICE PIPE (SCH 40)	24	LIN FT	\$80.00	\$1,920.00			36	\$3,040.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	802	LIN FT	\$15.00	\$12,030.00			998	\$14,970.00
2621.4G	8" X 6" PVC WYE	7	EACH	\$570.00	\$3,990.00			11	\$6,270.00
2621.4G	10" X 8" PVC WYE	11	EACH	\$680.00	\$7,550.00			13	\$8,970.00
ALTERNATE BID A									
2101.501	CLEARING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2101.506	GRUBBING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2105.601	DEWATERING	0.05	LUMP SUM	\$70,000.00	\$3,500.00			0.05	\$3,500.00
2123.501	COMMON LABORERS	5	HOUR	\$85.00	\$425.00				
2123.503	MOTOR GRADER	5	HOUR	\$160.00	\$800.00				
2573.502	SILT FENCE, TYPE MS	50	LIN FT	\$2.50	\$125.00				
2574.508	FERTILIZER TYPE 1	27	POUND	\$1.00	\$27.00			27	\$27.00
2574.625	COMMON TOPSOIL BORROW	49	CU YD	\$20.00	\$980.00			49	\$980.00
2575.501	SEEDING	0.1	ACRE	\$80.00	\$80.00			0.1	\$80.00
2575.502	SEED MIXTURE 25-131	27	POUND	\$3.50	\$94.50			27	\$94.50
2575.505	SODDING TYPE LAWN	116	SQ YD	\$4.50	\$522.00			116	\$522.00
2575.562	HYDRAULIC MATRIX TYPE MULCH	142	POUND	\$8.00	\$1,136.00			142	\$1,136.00
2600.4D	INSULATION (4' x 8' x 2" THICK)	6.3	SQ YD	\$20.00	\$126.00			7	\$140.00
2611.4A	6" PVC WATERMAIN PIPE	6	LIN FT	\$47.00	\$282.00				
2611.4A	8" PVC WATERMAIN PIPE	175	LIN FT	\$25.00	\$4,375.00			116	\$2,904.00
2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	865	LIN FT	\$53.00	\$45,845.00			922	\$48,866.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	1	EACH	\$1,200.00	\$1,200.00			1	\$1,200.00
2611.4E	HYDRANT	1	EACH	\$4,100.00	\$4,100.00			1	\$4,100.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	615	POUND	\$2.35	\$1,445.25			785	\$1,844.75
-	8" WET TAP	1	EACH	\$4,300.00	\$4,300.00			1	\$4,300.00
CHANGE ORDER 3									
1	INDEPENDENCE ROAD ADDITIONAL GRADING	1	LUMP SUM	\$1,440.00	\$1,440.00			1	\$1,440.00
2	INGLEWOOD DRIVE ADDITIONAL GRADING	1	LUMP SUM	\$5,272.00	\$5,272.00			1	\$5,272.00
3	WORK AROUND 6" GAS MAIN	1	LUMP SUM	\$1,350.00	\$1,350.00			1	\$1,350.00
4	INGLEWOOD DRIVE WATERMAIN LOWERING	1	LUMP SUM	\$12,856.38	\$12,856.38			1	\$12,856.38
5	FAIRVIEW ROAD FORCEMAIN	1	LUMP SUM	\$9,753.87	\$9,753.87			1	\$9,753.87
CHANGE ORDER 4									
1	DRAINAGE STRUCTURE BY HART	1	LUMP SUM	\$1,377.00	\$1,377.00			1	\$1,377.00
2	EXTEND PIPE INLET ON DELLWOOD DR.	1	LUMP SUM	\$1,472.06	\$1,472.06			1	\$1,472.06
3	IRRIGATION SYSTEM REPAIRS	1	LUMP SUM	\$1,932.00	\$1,932.00			1	\$1,932.00
4	EXTEND CULVERT ON INGLEWOOD DRIVE	1	LUMP SUM	\$3,127.24	\$3,127.24			1	\$3,127.24
5	EXTEND CULVERT AT TH 210 (EAST)	1	LUMP SUM	\$1,505.60	\$1,505.60			1	\$1,505.60
6	EXTEND CULVERT AT TH 210 (WEST)	1	LUMP SUM	\$2,011.20	\$2,011.20			1	\$2,011.20
7	SANITARY SEWER CLEANOUT BOXES	1	LUMP SUM	\$541.00	\$541.00			1	\$541.00
8	INSTALL FLEXAMAT FLUMES	1	LUMP SUM	\$3,363.50	\$3,363.50			1	\$3,363.50
9	RELOCATE SAN. SEW. MH 7	1	LUMP SUM	\$1,800.00	\$1,800.00			1	\$1,800.00
10	REPAIR DAMAGED CURBS	1	LUMP SUM	\$1,394.50	\$1,394.50			1	\$1,394.50
TOTAL:					\$1,679,327.72			\$25,964.85	\$1,861,262.37
				THIS PERIOD	\$25,964.85	TOTAL TO DATE			
AMOUNT EARNED						\$1,861,262.37			
AMOUNT RETAINED						\$44,675.61			
RETAINAGE RELEASED					\$33,147.27				
PREVIOUS PAYMENTS						\$1,557,474.44			
AMOUNT DUE					\$59,112.12	\$59,112.12			

Estimated Percentage Completed:

108.6%

CONTRACTOR'S CERTIFICATION:

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

CONTRACTOR : R.L. LARSON EXCAVATING, INC.

BY: *[Signature]*

Date: 10-25-2016

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: Eric Welch, P.E.

Date:

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY:

Date:

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
ALTERNATE BID A				
1A	2101.501	CLEARING	ACRE	\$15,000.00
2A	2101.506	GRUBBING	ACRE	\$15,000.00
3A	2105.601	DEWATERING	LUMP SUM	\$70,000.00
4A	2123.501	COMMON LABORERS	HOUR	\$95.00
5A	2123.503	MOTOR GRADER	HOUR	\$160.00
6A	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.50
7A	2574.508	FERTILIZER TYPE 1	POUND	\$1.00
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	\$20.00
9A	2575.501	SEEDING	ACRE	\$800.00
10A	2575.502	SEED MIXTURE 25-131	POUND	\$3.00
11A	2575.505	SODDING TYPE LAWN	SG YD	\$4.50
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$8.00
13A	2600.4D	INSULATION (4' x 8' x 2" THICK)	SG YD	\$20.00
14A	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	\$47.00
15A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$25.00
16A	2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	\$53.00
17A	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,200.00
18A	2611.4E	HYDRANT	EACH	\$4,100.00
19A	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$2.35
20A	-	8" WET TAP	EACH	\$4,300.00
CHANGE ORDER 3				
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	\$1,440.00
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	\$5,272.00
3		WORK AROUND 6" GAS MAIN	LUMP SUM	\$1,350.00
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	\$12,968.38
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	\$9,753.67
CHANGE ORDER 4				
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	\$1,377.00
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	\$1,472.06
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	\$1,932.00
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	\$3,127.24
5		EXTEND CULVERT AT TH 210 (EAST)	LUMP SUM	\$1,505.60
6		EXTEND CULVERT AT TH 210 (WEST)	LUMP SUM	\$2,011.20
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	\$541.00
8		INSTALL FLEXAMAT FLUMES	LUMP SUM	\$3,363.50
9		RELOCATE SAN. SEW. MH 7	LUMP SUM	\$1,800.00
10		REPAIR DAMAGED CURBS	LUMP SUM	\$1,394.50

DELLWOOD DRIVE AND NOVOTNY ROAD, MUNICIPAL IMPROVEMENT 4063					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.05	\$750.00			0.075	\$1,125.00
0.05	\$750.00			0.075	\$1,125.00
0.05	\$3,500.00			0.05	\$3,500.00
5	\$425.00				
5	\$800.00				
50	\$125.00				
27	\$27.00			27	\$27.00
49	\$980.00			49	\$980.00
0.1	\$80.00			0.1	\$80.00
27	\$81.00			27	\$81.00
116	\$522.00			116	\$522.00
142	\$1,136.00			142	\$1,136.00
6.3	\$126.00			3.5	\$70.00
6	\$262.00			7	\$329.00
175	\$4,375.00			116	\$2,900.00
865	\$45,845.00			922	\$48,866.00
1	\$1,200.00			1	\$1,200.00
1	\$4,100.00			1	\$4,100.00
615	\$1,445.25			785	\$1,844.75
1	\$4,300.00			1	\$4,300.00
1	\$1,377.00	1	\$1,377.00	1	\$1,377.00
1	\$1,472.06	1	\$1,472.06	1	\$1,472.06
1	\$541.00	1	\$541.00	1	\$541.00
1	\$3,363.50	1	\$3,363.50	1	\$3,363.50
1	\$1,800.00	1	\$1,800.00	1	\$1,800.00

TOTALS:	\$878,963.10	\$14,594.31	\$908,110.56
AMOUNT RETAINED:			\$44,675.81
RETAINAGE RELEASED	5% OF AMOUNT EARNED TO DATE:		
PREVIOUS PAYMENTS	RETAINAGE RELEASED:		\$848,840.44
AMOUNT DUE:		\$14,594.31	\$14,594.31

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	INGLEWOOD DRIVE, MUNICIPAL IMPROVEMENT 4105					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
ALTERNATE BID A										
1A	2101.501	CLEARING	ACRE	\$15,000.00						
2A	2101.506	GRUBBING	ACRE	\$15,000.00						
3A	2105.601	DEWATERING	LUMP SUM	\$70,000.00						
4A	2123.501	COMMON LABORERS	HOUR	\$85.00						
5A	2123.503	MOTOR GRADER	HOUR	\$180.00						
6A	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.50						
7A	2574.508	FERTILIZER TYPE 1	POUND	\$1.00						
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	\$20.00						
9A	2575.501	SEEDING	ACRE	\$800.00						
10A	2575.502	SEED MIXTURE 25-131	POUND	\$3.00						
11A	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50						
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$8.00						
13A	2600.4D	INSULATION (4' x 8' x 2" THICK)	SQ YD	\$20.00						
14A	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	\$47.00						
15A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$25.00						
16A	2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	\$53.00						
17A	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,200.00						
18A	2611.4E	HYDRANT	EACH	\$4,100.00						
19A	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$2.35						
20A	-	8" WET TAP	EACH	\$4,300.00						
CHANGE ORDER 3										
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	\$1,440.00						
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	\$5,272.00	1	\$5,272.00			1	\$5,272.00
3		WORK AROUND 6" GAS MAIN	LUMP SUM	\$1,350.00	1	\$1,350.00			1	\$1,350.00
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	\$12,958.38	1	\$12,958.38			1	\$12,958.38
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	\$9,753.87	1	\$9,753.87			1	\$9,753.87
CHANGE ORDER 4										
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	\$1,377.00						
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	\$1,472.06						
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	\$1,932.00	1	\$1,932.00	1	\$1,932.00	1	\$1,932.00
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	\$3,127.24	1	\$3,127.24	1	\$3,127.24	1	\$3,127.24
5		EXTEND CULVERT AT TH 210 (EAST)	LUMP SUM	\$1,505.60	1	\$1,505.60	1	\$1,505.60	1	\$1,505.60
6		EXTEND CULVERT AT TH 210 (WEST)	LUMP SUM	\$2,011.20	1	\$2,011.20	1	\$2,011.20	1	\$2,011.20
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	\$541.00						
8		INSTALL FLEXMAT FLUMES	LUMP SUM	\$3,363.50						
9		RELOCATE SAN. SEW. MH 7	LUMP SUM	\$1,800.00						
10		REPAIR DAMAGED CURBS	LUMP SUM	\$1,394.50	1	\$1,394.50	1	\$1,394.50	1	\$1,394.50

TOTALS:						\$637,340.86		\$11,370.54		\$674,315.90
AMOUNT RETAINED:										
RETAINAGE RELEASED:						5% OF AMOUNT EARNED TO DATE:		\$33,147.27		
PREVIOUS PAYMENTS						RETAINAGE RELEASED:				\$629,798.09
AMOUNT DUE:								\$44,517.81		\$44,517.81

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
BASE BID				
1	2021.501	MOBILIZATION	LUMP SUM	\$70,000.00
2	2101.501	CLEARING	ACRE	\$5,000.00
3	2101.502	CLEARING	TREE	\$150.00
4	2101.506	GRUBBING	ACRE	\$5,000.00
5	2101.507	GRUBBING	TREE	\$150.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$10.00
7	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$10.00
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$5.00
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.80
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SO YD	\$6.00
11	2104.509	REMOVE CONCRETE APRON	EACH	\$50.00
12	2104.509	REMOVE CATCH BASIN	EACH	\$100.00
13	2104.509	REMOVE SIGN TYPE C	EACH	\$25.00
14	2104.509	REMOVE VALVE BOX	EACH	\$200.00
15	2104.509	REMOVE CURB STOP & BOX	EACH	\$300.00
16	2104.509	REMOVE DELINEATOR	EACH	\$25.00
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.00
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.00
19	2104.521	SALVAGE FENCE	LIN FT	\$10.00
20	2104.523	SALVAGE SIGN	EACH	\$25.00
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$425.00
22	2104.523	SALVAGE PIPE APRON	EACH	\$100.00
23	2105.501	COMMON EXCAVATION (P)	CU YD	\$10.00
24	2105.505	MUCK EXCAVATION	CU YD	\$10.00
25	2105.522	COMMON BORROW (CV)	CU YD	\$9.40
26	2105.601	DEWATERING	LUMP SUM	\$62,000.00
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	\$20.00
28	2123.501	COMMON LABORERS	HOUR	\$85.00
29	2123.503	MOTOR GRADER	HOUR	\$170.00
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$100.00
31	2130.501	WATER	M GALLON	\$30.00
32	2211.501	AGGREGATE BASE CLASS 5	TON	\$20.00
33	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$17.00
34	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	TON	\$55.00
35	2501.514	18" RC PIPE CULVERT	LIN FT	\$34.50
36	2501.515	12" RC PIPE APRON	EACH	\$400.00
37	2501.515	18" RC PIPE APRON	EACH	\$475.00
38	2501.573	INSTALL PIPE APRON	EACH	\$150.00
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	\$28.00
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$30.00
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	\$32.00
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$900.00
43	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$2,400.00
44	2504.602	ADJUST VALVE BOX	EACH	\$200.00
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	\$400.00
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$510.00
47	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LIN FT	\$1.25
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LIN FT	\$1.25
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$950.00
50	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$425.00
51	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$250.00
52	2506.516	CASTING ASSEMBLY	EACH	\$750.00
53	2506.522	ADJUST FRAME AND RING CASTING	EACH	\$350.00
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$500.00
55	2506.602	CONSTRUCT CONTROL STRUCTURE A	EACH	\$2,800.00
56	2511.501	RANDOM RIPRAP CLASS III	CU YD	\$65.00
57	2511.515	GEOTEXTILE FILTER TYPE IV	SO YD	\$2.00
58	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$15.00
59	2531.503	CONCRETE MEDIAN	SQ YD	\$75.00
60	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SO YD	\$55.00
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SO YD	\$60.00
62	2531.604	8" CONCRETE VALLEY GUTTER	SO YD	\$60.00
63	2531.618	TRUNCATED DOMES	SO FT	\$40.00
64	2540.602	MAIL BOX SUPPORT	EACH	\$125.00
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	\$100.00
66	2557.603	INSTALL FENCE	LIN FT	\$20.00
67	2563.601	TRAFFIC CONTROL	LUMP SUM	\$8,000.00
68	2564.602	INSTALL SIGN	EACH	\$90.00
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	\$105.00
70	2564.602	FURNISH TYPE C SIGN	EACH	\$180.00
71	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.50
72	2573.530	STORM DRAINLET PROTECTION	EACH	\$225.00
73	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	\$600.00
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1,500.00
75	2573.602	CULVERT END CONTROLS	EACH	\$250.00
76	2574.508	FERTILIZER TYPE 1	POUND	\$1.00
77	2574.525	COMMON TOPSOIL BORROW	CU YD	\$0.01
78	2575.501	SEEDING	ACRE	\$80.00
79	2575.502	SEED MIXTURE 22-111	POUND	\$4.00
80	2575.502	SEED MIXTURE 25-131	POUND	\$3.00
81	2575.502	SEED MIXTURE 33-361	POUND	\$60.00
82	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50
83	2575.511	MULCH MATERIAL TYPE 3	TON	\$425.00
84	2575.519	DISK ANCHORING	ACRE	\$200.00
85	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SO YD	\$2.00
86	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.30
87	2582.501	PAVEMENT MESSAGE-PAINT	EACH	\$50.00
88	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	\$0.30
89	2582.502	8" SOLID LINE WHITE-PAINT	LIN FT	\$0.34
90	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	\$0.30
91	2582.502	12" SOLID LINE YELLOW-PAINT	LIN FT	\$2.50
92	2582.502	4" BROKEN LINE YELLOW-PAINT	LIN FT	\$0.30
93	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	\$0.60
94	2600.4D	INSULATION (4" x 8" x 2" THICK)	SQ YD	\$20.00
95	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$20.00
96	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$22.00
97	2611.4A	10" PVC WATERMAIN PIPE	LIN FT	\$25.00
98	2611.4A	12" PVC WATERMAIN PIPE	LIN FT	\$28.50
99	2611.4A	1" POLYETHYLENE SERVICE PIPE	LIN FT	\$13.00
100	2611.4A	1.5" POLYETHYLENE SERVICE PIPE	LIN FT	\$13.00
101	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,150.00
102	2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,575.00
103	2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	EACH	\$2,400.00
104	2611.4B	12" BUTTERFLY VALVE & BOX w/ ADAPTOR	EACH	\$2,000.00
105	2611.4B	VALVE OPERATOR EXTENSION	EACH	\$140.00
106	2611.4C	1.5" CORPORATION STOP & SADDLE	EACH	\$655.00
107	2611.4D	1" CURB STOP & BOX	EACH	\$635.00
108	2611.4D	1.5" CURB STOP & BOX	EACH	\$760.00
109	2611.4E	HYDRANT	EACH	\$4,050.00
110	2611.4G	INSTALL HYDRANT & VALVE	EACH	\$1,440.00
111	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$1.75
112	2611.4J	HYDRANT EXTENSION (12")	EACH	\$595.00
113	2611.4J	HYDRANT EXTENSION (18")	EACH	\$700.00
114	2611.4J	HYDRANT EXTENSION (30")	EACH	\$875.00
115	2611.4J	GATE VALVE BOX & ADAPTOR	EACH	\$435.00
116	2621.4A	8" PVC SEWER PIPE (SDR 26)	LIN FT	\$24.50
117	2621.4A	10" PVC SEWER PIPE (SDR 26)	LIN FT	\$27.00
118	2621.4B	SANITARY SEWER MANHOLE, MMDOT DESIGN 4007C	EACH	\$2,200.00
119	2621.4B1	MANHOLE EXCESS DEPTH	LIN FT	\$100.00
120	2621.4F	4" PVC SERVICE PIPE (SCH 40)	LIN FT	\$80.00
121	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$15.00
122	2621.4G	8" X 6" PVC WYE	EACH	\$570.00
123	2621.4G	10" X 6" PVC WYE	EACH	\$690.00

INDEPENDENCE ROAD, MUNICIPAL IMPROVEMENT 4107					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.05	\$3,500.00			0.05	\$3,500.00
0.2	\$1,000.00			0.20	\$1,000.00
				1	\$150.00
0.2	\$1,000.00			0.20	\$1,000.00
				1	\$150.00
220	\$396.00			225	\$405.00
36	\$108.00			36	\$108.00
601	\$6,010.00			1736	\$17,360.00
2	\$200.00			1	\$100.00
332	\$5,644.00			332	\$5,644.00
463	\$25,465.00			513	\$28,215.00
221	\$276.25			221	\$276.25
80	\$100.00			88	\$110.00
1	\$350.00			1	\$350.00
0.05	\$400.00			0.05	\$400.00
1	\$600.00				
0.05	\$75.00			0.05	\$75.00
80	\$80.00			200	\$200.00
0.4	\$20.00			266	\$266.00
201	\$321.00			0.5	\$400.00
120	\$360.00			300	\$900.00
840	\$1,092.00			1900	\$2,470.00
70	\$21.00			50	\$15.00
80	\$1,040.00			83	\$1,079.00
2	\$1,310.00			2	\$1,310.00
2	\$1,520.00			2	\$1,520.00
221	\$5,414.50			218	\$5,341.00
1	\$2,200.00			1	\$2,200.00
4	\$400.00			4	\$400.00
104	\$1,560.00			105	\$1,575.00
2	\$1,140.00			2	\$1,140.00

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

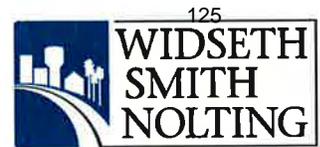
ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	INDEPENDENCE ROAD, MUNICIPAL IMPROVEMENT 4107							
					CONTRACT		THIS PERIOD		TOTAL TO DATE			
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
ALTERNATE BID A												
1A	2101.501	CLEARING	ACRE	\$15,000.00								
2A	2101.506	GRUBBING	ACRE	\$15,000.00								
3A	2105.601	DEWATERING	LUMP SUM	\$70,000.00								
4A	2123.501	COMMON LABORERS	HOUR	\$65.00								
5A	2123.503	MOTOR GRADER	HOUR	\$160.00								
6A	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.50								
7A	2574.508	FERTILIZER TYPE 1	POUND	\$1.00								
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	\$20.00								
9A	2575.501	SEEDING	ACRE	\$800.00								
10A	2575.502	SEED MIXTURE 25-131	POUND	\$3.00								
11A	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50								
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$8.00								
13A	2600.4D	INSULATION (4' x 8' x 2" THICK)	SQ YD	\$20.00								
14A	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	\$47.00								
15A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$25.00								
16A	2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	\$53.00								
17A	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,200.00								
18A	2611.4E	HYDRANT	EACH	\$4,100.00								
19A	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$2.35								
20A	-	8" WET TAP	EACH	\$4,300.00								
CHANGE ORDER 3												
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	\$1,440.00	1	\$1,440.00			1	\$1,440.00		
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	\$5,272.00								
3		WORK AROUND 6" GAS MAIN	LUMP SUM	\$1,350.00								
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	\$12,958.38								
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	\$9,753.87								
CHANGE ORDER 4												
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	\$1,377.00								
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	\$1,472.06								
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	\$1,932.00								
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	\$3,127.24								
5		EXTEND CULVERT AT TH 210 (EAST)	LUMP SUM	\$1,505.60								
6		EXTEND CULVERT AT TH 210 (WEST)	LUMP SUM	\$2,011.20								
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	\$541.00								
8		INSTALL FLEXMAT FLUMES	LUMP SUM	\$3,363.50								
9		RELOCATE SAN. SEW. MH 7	LUMP SUM	\$1,800.00								
10		REPAIR DAMAGED CURBS	LUMP SUM	\$1,384.50								
TOTALS:						\$63,023.76		\$0.00		\$78,835.91		
AMOUNT RETAINED:												
RETAINAGE RELEASED:												
PREVIOUS PAYMENTS:												
AMOUNT DUE:								\$0.00		\$78,835.91		\$0.00

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS									
					CONTRACT		THIS PERIOD		TOTAL TO DATE					
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT				
BASE BID														
1	2021.501	MOBILIZATION	LUMP SUM	\$70,000.00	1	\$70,000.00			1	\$70,000.00				
2	2101.501	CLEARING	ACRE	\$5,000.00	0.52	\$2,600.00			0.65	\$3,250.00				
3	2101.502	CLEARING	TREE	\$150.00	58	\$8,700.00			66	\$9,900.00				
4	2101.506	GRUBBING	ACRE	\$5,000.00	0.52	\$2,600.00			0.65	\$3,250.00				
5	2101.507	GRUBBING	TREE	\$150.00	58	\$8,700.00			62	\$9,300.00				
6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$10.00	22	\$220.00			67	\$670.00				
7	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$10.00	20	\$200.00			30	\$300.00				
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$5.00	76	\$380.00	-24.5	-\$122.50	295.5	\$1,477.50				
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.80	16266	\$29,278.80			16491	\$29,683.80				
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$6.00	49	\$294.00			180	\$1,080.00				
11	2104.509	REMOVE CONCRETE APRON	EACH	\$50.00	1	\$50.00			1	\$50.00				
12	2104.509	REMOVE CATCH BASIN	EACH	\$100.00	1	\$100.00			1	\$100.00				
13	2104.509	REMOVE SIGN TYPE C	EACH	\$25.00	19	\$475.00			17	\$425.00				
14	2104.509	REMOVE VALVE BOX	EACH	\$200.00	2	\$400.00			2	\$400.00				
15	2104.509	REMOVE CURB STOP & BOX	EACH	\$300.00	3	\$900.00			3	\$900.00				
16	2104.509	REMOVE DELINEATOR	EACH	\$25.00	5	\$125.00			4	\$100.00				
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.00	441	\$2,205.00			37	\$185.00				
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	330	\$990.00			1154	\$3,482.00				
19	2104.521	SALVAGE FENCE	LIN FT	\$10.00	357	\$3,570.00			97	\$970.00				
20	2104.523	SALVAGE SIGN	EACH	\$25.00	20	\$500.00			20	\$500.00				
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$425.00	2	\$850.00			2	\$850.00				
22	2104.523	SALVAGE PIPE APRON	EACH	\$100.00	8	\$800.00			8	\$800.00				
23	2105.503	COMMON EXCAVATION (P)	CU YD	\$10.00	7512	\$75,120.00	4	\$400.00	8647	\$86,470.00				
24	2105.505	MUCK EXCAVATION	CU YD	\$10.00	1000	\$10,000.00			1000	\$10,000.00				
25	2105.522	COMMON BORROW (CV)	CU YD	\$9.40	7191	\$67,595.40			7511	\$70,803.40				
26	2105.601	DEWATERING	LUMP SUM	\$62,000.00	0.95	\$58,900.00			1	\$62,000.00				
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	\$20.00	26	\$520.00	20	\$400.00	20	\$400.00				
28	2123.501	COMMON LABORERS	HR	\$85.00	30	\$2,550.00	21	\$1,785.00	21	\$1,785.00				
29	2123.503	MOTOR GRADER	HR	\$170.00	20	\$3,400.00								
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HR	\$100.00	32	\$3,200.00			11	\$1,100.00				
31	2130.501	WATER	M GALLON	\$30.00	100	\$3,000.00								
32	2211.501	AGGREGATE BASE CLASS 5	TON	\$20.00	173	\$3,460.00	55	\$1,100.00	223	\$4,460.00				
33	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$17.00	4304	\$73,168.00			4304	\$73,168.00				
34	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	TON	\$55.00	541	\$29,755.00			523	\$28,761.00				
35	2501.514	18" RC PIPE CULVERT	LIN FT	\$34.50	112	\$3,864.00			163	\$5,619.00				
36	2501.515	12" RC PIPE APRON	EACH	\$400.00	5	\$2,000.00			5	\$2,000.00				
37	2501.515	18" RC PIPE APRON	EACH	\$475.00	4	\$1,900.00			4	\$1,900.00				
38	2501.573	INSTALL PIPE APRON	EACH	\$150.00	2	\$300.00	2	\$300.00	6	\$900.00				
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	\$25.00	1203	\$3,007.50	8	\$224.00	1174	\$29,872.00				
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$30.00	768	\$23,040.00			817	\$18,510.00				
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	\$32.00	678	\$21,696.00			760	\$24,320.00				
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$900.00	1	\$900.00			1	\$900.00				
43	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$2,400.00	1	\$2,400.00			1	\$2,400.00				
44	2504.602	ADJUST VALVE BOX	EACH	\$200.00	2	\$400.00			1	\$200.00				
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	\$450.00	4	\$1,800.00			4	\$1,800.00				
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$510.00	6	\$3,060.00			2	\$1,020.00				
47	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LIN FT	\$1.25	2770	\$3,462.50			2778	\$3,472.50				
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LIN FT	\$1.25	778	\$972.50			1019	\$1,273.75				
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$950.00	2	\$1,900.00			4	\$3,800.00				
50	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$45.13	345	\$15,569.85	5.11	\$2,171.75	57.74	\$2,614.50				
51	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$250.00	32.71	\$8,177.50			32.71	\$8,177.50				
52	2506.516	CASTING ASSEMBLY	EACH	\$750.00	20	\$15,000.00	1	\$750.00	21	\$15,750.00				
53	2506.522	ADJUST FRAME AND RING CASTING	EACH	\$350.00	9	\$3,150.00			9	\$3,150.00				
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$500.00	1	\$500.00			1	\$500.00				
55	2506.602	CONSTRUCT CONTROL STRUCTURE A	EACH	\$2,800.00	1	\$2,800.00	0.25	\$700.00	1	\$2,800.00				
56	2531.501	RANDOM RUMPLE CLASS III	CU YD	\$65.00	614	\$39,910.00			33	\$2,145.00				
57	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	\$2.00	227	\$454.00			116	\$232.00				
58	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$15.00	7110	\$106,650.00	-24.5	-\$367.50	7679.5	\$115,192.50				
59	2531.503	CONCRETE MEDIAN	SQ YD	\$75.00	93	\$6,975.00			107	\$8,025.00				
60	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$55.00	183	\$10,165.00			313	\$17,215.00				
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$60.00	135	\$8,100.00			160	\$9,600.00				
62	2531.604	8" CONCRETE VALLEY GUTTER	CU YD	\$68.00	114	\$7,752.00			138.1	\$9,381.60				
63	2531.618	TRUNCATED DOMES	SQ FT	\$40.00	164	\$6,560.00			206	\$8,240.00				
64	2540.602	MAIL BOX SUPPORT	EACH	\$125.00	15	\$1,875.00			15	\$1,875.00				
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	\$100.00	15	\$1,500.00			15	\$1,500.00				
66	2557.603	INSTALL FENCE	LIN FT	\$20.00	347	\$6,940.00			64	\$1,280.00				
67	2563.601	TRAFFIC CONTROL	LUMP SUM	\$8,000.00	1	\$8,000.00			1	\$8,000.00				
68	2564.602	INSTALL SIGN	EACH	\$90.00	20	\$1,800.00			20	\$1,800.00				
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	\$105.00	13	\$1,365.00			60	\$6,300.00				
70	2564.602	FURNISH TYPE C SIGN	EACH	\$180.00	222	\$3,996.00			60	\$9,000.00				
71	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.50	222	\$555.00			2255	\$5,637.50				
72	2573.530	STORM DRAINLET PROTECTION	EACH	\$225.00	23	\$5,175.00			23	\$5,175.00				
73	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	\$600.00	8	\$4,800.00			6	\$3,600.00				
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1,500.00	1	\$1,500.00			1	\$1,500.00				
75	2573.602	CULVERT END CONTROLS	EACH	\$250.00	2	\$500.00			2	\$500.00				
76	2574.508	FERTILIZER TYPE 1	POUND	\$1.00	693	\$693.00			1493	\$1,493.00				
77	2574.525	COMMON TOPSOIL BORROW	CU YD	\$0.01	2452	\$24.52			2531	\$25.31				
78	2575.501	SEEDING	ACRE	\$800.00	6	\$4,800.00			6	\$4,800.00				
79	2575.502	SEED MIXTURE 22-111	POUND	\$4.00	163	\$652.00			180	\$720.00				
80	2575.502	SEED MIXTURE 25-131	POUND	\$3.00	732	\$2,196.00			1943	\$5,829.00				
81	2575.502	SEED MIXTURE 33-361	POUND	\$60.00	14	\$840.00			17.5	\$1,050.00				
82	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50	9935	\$44,707.50			7931	\$35,689.50				
83	2575.511	MULCH MATERIAL TYPE 3	TON	\$425.00	8	\$3,400.00								
84	2575.519	DISK ANCHORING	ACRE	\$200.00	4	\$800.00								
85	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	\$2.00	4954	\$9,908.00			1765	\$3,530.00				
86	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.30	3180	\$4,134.00			5965	\$7,754.50				
87	2582.501	PAVEMENT MESSAGE-PAINT	EACH	\$50.00	13	\$650.00	2	\$100.00	16	\$800.00				
88	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	\$0.30	715	\$214								

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS							
					CONTRACT		THIS PERIOD		TOTAL TO DATE			
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
ALTERNATE BID A												
1A	2101.501	CLEARING	ACRE	\$15,000.00	0.05	\$750.00			0.075	\$1,125.00		
2A	2101.506	GRUBBING	ACRE	\$15,000.00	0.05	\$750.00			0.075	\$1,125.00		
3A	2105.601	DEWATERING	LUMP SUM	\$70,000.00	0.05	\$3,500.00			0.05	\$3,500.00		
4A	2123.501	COMMON LABORERS	HOUR	\$85.00	5	\$425.00						
5A	2123.503	MOTOR GRADER	HOUR	\$160.00	5	\$800.00						
6A	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.50	50	\$125.00						
7A	2574.508	FERTILIZER TYPE 1	POUND	\$1.00	27	\$27.00			27	\$27.00		
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	\$20.00	49	\$980.00			49	\$980.00		
9A	2575.501	SEEDING	ACRE	\$80.00	0.1	\$80.00			0.1	\$80.00		
10A	2575.502	SEED MIXTURE 25-131	POUND	\$3.00	27	\$81.00			27	\$81.00		
11A	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50	116	\$522.00			116	\$522.00		
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$8.00	142	\$1,136.00			142	\$1,136.00		
13A	2600.40	INSULATION (4' x 8' x 2" THICK)	SQ YD	\$20.00	6.3	\$126.00			3.5	\$70.00		
14A	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	\$47.00	6	\$282.00			7	\$329.00		
15A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$25.00	175	\$4,375.00			116	\$2,900.00		
16A	2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	\$53.00	865	\$45,845.00			922	\$48,866.00		
17A	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,200.00	1	\$1,200.00			1	\$1,200.00		
18A	2611.4E	HYDRANT	EACH	\$4,100.00	1	\$4,100.00			1	\$4,100.00		
19A	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$2.35	615	\$1,445.25			785	\$1,844.75		
20A	-	8" WET TAP	EACH	\$4,300.00	1	\$4,300.00			1	\$4,300.00		
CHANGE ORDER 3												
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	\$1,440.00	1	\$1,440.00			1	\$1,440.00		
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	\$5,272.00	1	\$5,272.00			1	\$5,272.00		
3		WORK AROUND 6" GAS MAIN	LUMP SUM	\$1,350.00	1	\$1,350.00			1	\$1,350.00		
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	\$12,958.38	1	\$12,958.38			1	\$12,958.38		
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	\$9,753.87	1	\$9,753.87			1	\$9,753.87		
CHANGE ORDER 4												
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	\$1,377.00	1	\$1,377.00		\$1,377.00	1	\$1,377.00		
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	\$1,472.06	1	\$1,472.06		\$1,472.06	1	\$1,472.06		
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	\$1,932.00	1	\$1,932.00		\$1,932.00	1	\$1,932.00		
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	\$3,127.24	1	\$3,127.24		\$3,127.24	1	\$3,127.24		
5		EXTEND CULVERT AT TH 210 (EAST)	LUMP SUM	\$1,505.60	1	\$1,505.60		\$1,505.60	1	\$1,505.60		
6		EXTEND CULVERT AT TH 210 (WEST)	LUMP SUM	\$2,011.20	1	\$2,011.20		\$2,011.20	1	\$2,011.20		
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	\$541.00	1	\$541.00		\$541.00	1	\$541.00		
8		INSTALL FLEXIMAT FLUMES	LUMP SUM	\$3,363.50	1	\$3,363.50		\$3,363.50	1	\$3,363.50		
9		RELOCATE SAN. SEW. MH 7	LUMP SUM	\$1,800.00	1	\$1,800.00		\$1,800.00	1	\$1,800.00		
10		REPAIR DAMAGED CURBS	LUMP SUM	\$1,394.50	1	\$1,394.50		\$1,394.50	1	\$1,394.50		
TOTALS:												
AMOUNT RETAINED:						\$1,579,327.72		\$25,964.85		\$1,661,262.37		
RETAINAGE RELEASED:										\$44,675.81		
PREVIOUS PAYMENTS:								\$33,147.27		\$1,557,474.44		
AMOUNT DUE:								\$59,112.12		\$59,112.12		



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

October 26, 2016

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

**RE: ELECTRICAL ENGINEERING SERVICES PROPOSAL
ARC FLASH EVALUATION FOR THE CITY OF BAXTER UTILITIES
BAXTER, MINNESOTA**

Dear Mr. Walter:

Thank you for the opportunity to meet with you and discuss the need for Arc Flash Evaluations for your facilities. We appreciate the opportunity extended to Widseth Smith Nolting (WSN) to provide a proposal for electrical design services associated with Arc Flash Evaluations for the City of Baxter. Arc Flash Evaluations are required by OSHA and NFPA 70E – Standard for Electrical Safety in the Workplace. The results of the evaluation are used to determine the arc flash hazard at each piece of electrical and utilization equipment. This information is then used to produce warning labels for the equipment and also to determine the proper safety clothing to be used when working on the equipment when live voltage is present.

Our understanding of the project deliverables includes the following:

- An updated power distribution riser diagram for each facility except the lift stations.
- A short circuit analysis and report for each facility.
- An arc flash evaluation and report for each facility.
- Arc flash warning labels for each piece of electrical equipment studied.

If our understanding is incorrect, please let us know immediately so we can modify this proposal.

We will work with Holden Electric to perform the site electrical survey. This includes determining the size and types of panels and overcurrent devices (fuses and circuit breakers), feeder lengths and sizes, and ratings for large 480V equipment. The project will be managed by WSN and we will include the costs for both firms.

We request that the City of Baxter make available to us all drawings, specifications, and shop drawings for projects in which WSN was not originally involved.

SCOPE OF SERVICES

Our proposed scope of services includes the following:

- Conduct a site survey of all electrical distribution equipment and determine the length and size of all distribution conduits and conductors.
- Enter the collected data into the calculation software and draw a one-line diagram of each electrical system.
- Run the short circuit analysis and the arc fault analysis.
- Print labels for each piece of equipment studied.



Our scope does not include the following, although we can provide these services if desired:

- Correction of any electrical distribution deficiencies found during the study. We will, however, notify you if any problems are found.

FEES & SCHEDULE

We propose to complete the above scope of services for the Lump Sum of \$14,450.

The cost breakdown is as follows:

Water Treatment Plant	\$ 2,390
Public Works Building	\$ 2,905
Brainerd/Baxter Pump House	\$ 1,510
23 Wastewater Lift Stations	\$ 6,335
3 Water Towers	\$ 960
Total	\$14,100
Labels and Reproduction	\$ 350
	\$14,450

Additional services not included in our base proposal such as additional site visits or other requested services shall be billed on an hourly basis.

Invoices will be prepared monthly based on percent complete.

We anticipate starting the work upon notification to proceed, with an estimated completion date and submittal of the final report to be two months after notification, assuming all necessary information is available.

This proposal will be open for acceptance for 90 days, unless changed by us in writing.

Sincerely,

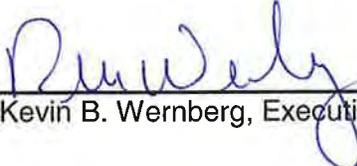
Jim Szustek, P.E.
 WIDSETH SMITH NOLTING

Encl.: General Provisions of Professional Services Agreement

Proposed by Widseth Smith Nolting



 Aric Welch, Vice President



 Kevin B. Wernberg, Executive Vice President



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

Date

Date

General Provisions of Professional Services Agreement

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

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

ARTICLE 1. PERIOD OF SERVICE

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

ARTICLE 2. SCOPE OF SERVICES

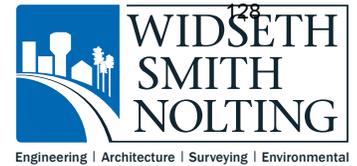
The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

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

ARTICLE 3. COMPENSATION TO WSN

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

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



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

- A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:
1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
 3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
 4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
 7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.
- If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.
- With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

130

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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



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

218.829.5117
218.829.2517

Brainerd@wsn.us.com

WidsethSmithNolting.com

October 25, 2016

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

**RE: Agreement for Professional Services
Inglewood Drive Railway Crossing – STP Funding Application Assistance
Baxter, MN**

Dear Mayor and City Council:

In response to staff request, we are pleased to submit a proposal to assist with preparation of a funding assistance application. We understand the City is interested in applying to the Central Minnesota Area Transportation Partnership Local Surface Transportations Program (STP), requesting funding assistance for construction of a railway crossing at the Inglewood Drive intersection. We understand this crossing is a vital connection in the Cities long-range transportation plan.

WSN is very familiar with this proposed project and attended an on-site meeting on March 11, 2010 to review details associated with the proposed crossing. Attendees at that meeting included representatives from BNSF (Lynn Liebfrid and Mike Mohrfield), MnDOT (Jim Weatherhead), and the City (Trevor Walter). We have also previously prepared sketches and costs estimates for the proposed improvements along with the 2015 STP funding application.

Our proposal includes the following tasks to assist with submission of the funding application:

- Review sketches for conformance with current regulations and requirements of MnDOT and BNSF
- Update existing cost estimates
- Complete the application form and review with City staff.
- Incorporate any changes requested by City staff into the final submittal documents
- Assist City staff with actual submittal as necessary

WSN proposes to perform the services described for the Lump Sum amount of \$2,450. Documents would be completed and provided to the City by November 15, 2016.



If you are in agreement with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed. We realize this is an important project to the City and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project.

We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

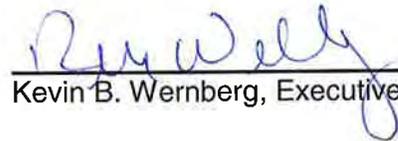
Sincerely,


Aric Welch, P.E.

.....
Proposed by Widseth Smith Nolting



Aric Welch, Vice President



Kevin B. Wernberg, Executive Vice President

Approved as to form and content by the Baxter City Attorney

J. Brad Person *Date*

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

Date

Date

General Provisions of Professional Services Agreement

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

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

ARTICLE 1. PERIOD OF SERVICE

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

ARTICLE 2. SCOPE OF SERVICES

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

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

ARTICLE 3. COMPENSATION TO WSN

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

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



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

- A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:
1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
 3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
 4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
 7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.
- If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.
- With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treator, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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



October 31, 2016

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

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

218.829.5117 
218.829.2517 
Brainerd@wsn.us.com 

WidsethSmithNolting.com

**RE: Agreement for Professional Engineering Services
2016 Excelsior Road FDR Improvements Feasibility Report
Feasibility Study
Baxter, MN**

Dear Mayor and City Council:

In response to staff request, we are pleased to submit a proposal to prepare a feasibility report for the reconstruction of Excelsior Road from Inglewood Drive to Forest Drive. We are familiar with the project area and are currently working with the City to complete a report for the reconstruction of Excelsior Road east of Forest Drive and proposed roundabout located at the intersection of Excelsior Road and Edgewood Drive.

We understand these two projects are proposed to be combined and constructed in 2017. The report for the Excelsior Road Full Depth Reclamation project will be a standalone report for the residential project area west of Forest Drive. The report will review the following improvements:

- Excelsior Road
 - Full depth reclamation
 - Pedestrian and bicycle facilities
- Grand Oaks Drive
 - Analysis of south bound Grand Oaks Drive right turn lane
 - Pedestrian and bicycle facilities

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

Our proposed scope of services is as follows:

Feasibility Study

WSN proposes to complete a feasibility report meeting the requirements of the Minnesota Chapter 429 assessment process. Specific items included with this proposal are:

- Research of existing documents and studies
- Preparation of preliminary study exhibits
- Estimated preliminary quantities

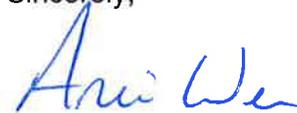
- Preparation of preliminary cost estimates and assessment calculations
- Preparation of draft feasibility study that includes a review of existing conditions, proposed improvements, estimated project costs, project implementation and discussion of conclusions and recommendations
- Assist the City with a preliminary project informational meeting
- Review preliminary study with City staff and Council
- Prepare final study based on City review comments

WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the Not To Exceed amount of \$9,880. WSN will subcontract with WSB for the traffic related analysis on Grand Oaks Drive. We propose to have study completed within 40 days following receipt of the notice to proceed. If you are in agreement with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

We realize this is an important project to the City and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project.

We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

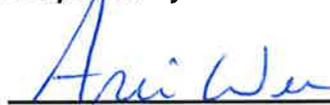
Sincerely,



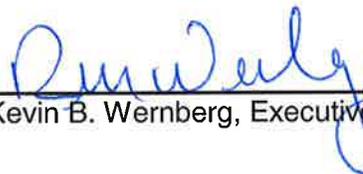
Aric Welch, P.E.

.....

Proposed by Widseth Smith Nolting



Aric Welch, Vice President



Kevin B. Wernberg, Executive Vice President

Approved as to form and content by the Baxter City Attorney

J. Brad Person

Date

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

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

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



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

- A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:
1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
 3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
 4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
 7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.
- If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.
- With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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

2016 FEE SCHEDULE

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

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

Reproduction Costs	RATE
Black & White Copies: 8 ½ x 11	\$0.10
Black & White Copies: 11 x 17	\$0.50
Black & White Copies: 24 x 36	\$3.00
Color Copies: 8 ½ x 11	\$2.00
Color Copies: 11 x 17	\$4.00
Color Copies: 24 x 36	\$12.00
Color Plots: 42 x 48	\$22.00

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

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



Baxter/Brainerd
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PO Box 2720
Baxter, MN 56425-2720

218.829.5117

218.829.2517

Brainerd@wsn.us.com

WidethSmithNolting.com

October 31, 2016

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

**RE: Agreement for Professional Services
2016 Excelsior Road Roundabout Preliminary Survey
Baxter, MN**

Dear Mayor and City Council:

In response to your request, we are pleased to submit a proposal to provide preliminary survey and wetland delineation services for the Excelsior Road roundabout project. It is our understanding the project area includes Excelsior Road from Forest Drive to TH 371, Edgewood Drive from Cash Wise Liquor to Excelsior Road and the Fairview Road extension through the Fruth property.

Our proposed scope of services is as follows:

Preliminary Survey Services

WSN proposes to complete a preliminary topographic survey of the project area suitable for design of the proposed improvements. Items included with this proposal include:

- Establish vertical and horizontal control points within the project area
- Field survey existing conditions and topography for vertical and horizontal location information
- Coordinate field location of existing utilities (i.e. electric, telephone, gas, cable)
- Record and document location of mapped or marked underground utilities
- Record and document existing property corners and right-of-way that are evident
- Import field survey points into base drawing along with property and right-of-way information
- Prepare base topographic drawing and existing ground surface

Wetland Delineation Services

WSN proposes to delineate wetlands located within the project limits, prepare a wetland delineation report and submit the report to the Technical Evaluation Panel (TEP). Items included in our proposed scope of services are as follows:

- Review existing records/maps/surveys and existing data as required by the 1987 U.S. Army Corps of Engineers Wetlands Delineation Manual
- Conduct a site reconnaissance and stake wetland boundaries based on existing hydrology, vegetation and soils
- Survey location of wetland boundaries
- Prepare a delineation report suitable for submittal to all applicable regulatory authorities
- Submit and present the findings of the report to the TEP

Please note, our proposed wetland delineation services and associated fee assumes previously completed wetland delineations and information from adjacent private developments will be available for use by the City.

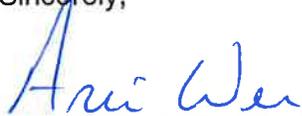
WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the Not To Exceed amount of \$14,750. The topographic survey would be completed as soon as possible and the wetland delineation report would be complete and ready for submittal at the first TEP meeting following the notice to proceed.

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

We realize this is an important project to the City and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project.

We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

Sincerely,

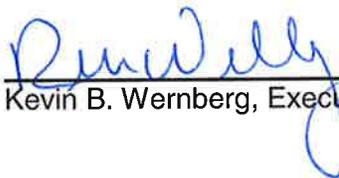


Aric Welch, P.E.

.....
Proposed by Widseth Smith Nolting



Aric Welch, Vice President



Kevin B. Wernberg, Executive Vice President

Approved as to form and content by the Baxter City Attorney

J. Brad Person *Date*

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

Date

Date

General Provisions of Professional Services Agreement

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

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

ARTICLE 1. PERIOD OF SERVICE

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

ARTICLE 2. SCOPE OF SERVICES

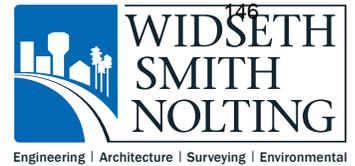
The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

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

ARTICLE 3. COMPENSATION TO WSN

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

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



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

- A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:
1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
 3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
 4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
 7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.
- If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.
- With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treator, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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

2016 FEE SCHEDULE

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

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

Reproduction Costs	RATE
Black & White Copies: 8 ½ x 11	\$0.10
Black & White Copies: 11 x 17	\$0.50
Black & White Copies: 24 x 36	\$3.00
Color Copies: 8 ½ x 11	\$2.00
Color Copies: 11 x 17	\$4.00
Color Copies: 24 x 36	\$12.00
Color Plots: 42 x 48	\$22.00

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

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

REQUEST FOR COUNCIL ACTION

11/15/16

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

Item Description: Adopt Resolution 2016-087, Reauthorizing Membership in the 4M Fund

BACKGROUND

As a member of the League of Minnesota Cities (LMC) the city, through the State of Minnesota Joint Powers Act, participates in the Minnesota Municipal Money Market Fund (the 4M Fund) as an investment option. However, to fully utilize all of the bank product options and investment services/programs of the 4M Fund and PMA, as authorized under Minnesota Statutes 118A.04, 118A.05, and 118A.06 and approved by the city's investment policy, the 4M Fund has requested the city adopt the attached resolution reauthorizing membership in the 4M Fund.

FINANCIAL IMPLICATIONS

No financial costs are incurred with adoption of the attached resolution. The resolution provides the city with additional investment choices in the 4M Fund within the constraints of state statutes governing investment options and the city's investment policy. The additional options can further the investment objectives of safety of principal, diversification (both type of instruments and maturity dates), liquidity, and yield.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends approval of the attached resolution reauthorizing membership in the 4M Fund as an investment option for the city.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2016-087 reauthorizing membership in the 4M Fund.

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

HELD: November 15, 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 City Hall in said City on the 15th day of November, 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 2016-087
RESOLUTION REAUTHORIZING MEMBERSHIP IN THE 4M FUND

WHEREAS, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the City of Baxter (the City) currently is a participant in the 4M Fund; and

WHEREAS, the Declaration of Trust, which has been presented to the Baxter City Council, authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Fund, the 4M Plus Fund, the Term Series, the Fixed Rate Programs, and other Fund services offered by the Fund; and

WHEREAS, the Council deems it to be in the best interest for the City to make use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor (Prudent Man Advisors, Inc.) or Sub-Advisor (RBC Global Asset Management (U.S.) Inc.), the Administrator (PMA Financial Network, Inc.), the Distributor (PMA Securities, Inc.) or the Fixed Rate Program Providers, PMA Financial Network, Inc. and PMA Securities, Inc., and the Custodian, U.S. Bank National Association, ("Service Providers") and/or their successors.

WHEREAS, the Council deems it advisable for the City to enter into the Declaration of Trust and become a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each.

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

1. The City shall renew its membership as a Participant of the Fund and adopt and enter into the Declaration of Trust, a copy of which shall be filed in the minutes of this meeting. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.
2. The City is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officer of the City or his successor is designated as “Authorized Officials” with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust: Jeremy Vacinek, Finance Director.
3. The Trustees of the Fund are designated as having official custody of those monies invested in accordance with the Declaration of Trust.
4. The City may open depository and other accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements, letters of credit, lockbox agreements, or other applicable or related documents with institutions participating in Fund programs including U.S. Bank National Association, or its successor, or programs of PMA Financial Network, Inc. or PMA Securities, Inc. for the purpose of transaction clearing and safekeeping, or the purchase of certificates of deposit (“CDs”) or other deposit products and that these institutions shall be deemed eligible depositories for the municipality. PMA Financial Network, Inc. and PMA Securities, Inc. and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund’s Programs available through its Services Providers.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ 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.

STATE OF MINNESOTA
 COUNTY OF CROW WING
 CITY OF BAXTER

I, the undersigned, being the duly qualified and acting City Clerk of the City of Baxter, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of the City Council of the City held on the date therein indicated, with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to reauthorizing membership in the 4M Fund.

WITNESS my hand as such Clerk this 15th day of November, 2016.

 Kelly Steele, City Clerk

REQUEST FOR COUNCIL ACTION

November 15, 2016

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

Agenda Item: Accept Springsted Market Study

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

The council previously authorized staff to engage Springsted to complete a market wage study for all city positions. The study reviewed wages from several comparable cities with similar or equivalent positions based on the evaluation of job descriptions. Some positions reviewed contained a larger pool for comparison purposes than other positions, which could affect the results of the study for those positions with a smaller sample pool. Springsted explained wages, which fall within five percentage points above or below the study, are considered to be in line with the market. The results of the study do not take into consideration benefits offered by the various cities.

FINANCIAL IMPLICATIONS

There are no financial implications with accepting the market wage study.

STAFF RECOMMENDATIONS

Staff recommends the council accept the results of the study.

COUNCIL ACTION REQUESTED

Motion to accept the Springsted Market Study

ATTACHMENT

1. Springsted Market Study

REQUEST FOR COUNCIL ACTION

11/15/16

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

Item Description: Authorize Execution of Special Assessment Agreement for Lots 1 thru 4 & 25 thru 27 Block 2 Johnson's Addition to Baxter

BACKGROUND

While WAC and SAC fees have been paid historically at the time a building permit either for new construction or an expansion is requested or a new connection is established, the city has financed the WAC and SAC fees for a few projects at the council's discretion. In 2012, the city council adopted the attached formal policy on the financing of water and sewer availability charges (WAC and SAC), limiting eligibility to existing buildings or expansions of existing buildings and incorporating prior practices, procedures, and city objectives. Financing approval is at the Council's discretion based in part on how a project may impact the city's existing infrastructure as well as cash flow considerations for existing and future infrastructure needs. The Council reserves the right to finance only a portion of the charges if it is determined some upfront cash is necessary.

Light of the Lakes Church is proposing a reuse of its existing vacant building on Meredith Drive by leasing the facility and changing the occupancy to a daycare facility. With the change in occupancy and reuse of the building, a WAC and SAC redetermination has found an estimated additional 4.50 units of WAC and SAC are due. The property owner has requested the additional WAC and SAC charges be financed through the city's financing program with the repayment occurring through the special assessment process. The property owner will collect these charges through the tenant's rent. Upon review, the property owner meets the conditions of the city's policy.

Minnesota Statute 444.075 authorizes a city to permit a person or entity to connect to and utilize a city's utilities upon the payment of WAC and SAC charges as contracted for the payment in cash or installments due in annual intervals. If the charges are not paid, the Council may certify the unpaid charges to the county auditor with taxes against the property served for collection as other taxes are collected. The attached agreement has an assessment provision. Should the first annual installment not be paid, the unpaid charges will be assessed against the property and collected with the property taxes in lieu of an annual billing.

FINANCIAL IMPLICATIONS

Financing the estimated additional 4.50 units of WAC and SAC in this agreement does not materially impact the city's water and sewer cash flows. Currently, the largest identified infrastructure projects relying on availability charge revenues is the water treatment plant's debt service, reconditioning of the north water tower in 2018, and the lift station three reroute project in the sewer enterprise fund.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends approval and execution of the attached special assessment agreement to finance the WAC and SAC charges for Lots 1 thru 4 & 25 thru 27, Block 2 Johnson's Addition to Baxter, per the terms of the city's policy. Financing the WAC and SAC charges assists with facilitating the redevelopment of the vacant building.

COUNCIL ACTION REQUESTED

Motion to authorize execution of a special assessment agreement for Lots 1 thru 4 & 25 thru 27, Block 2 Johnson's Addition to Baxter.

ATTACHMENTS

Special Assessment Agreement

WAC & SAC Financing Policy for Existing Buildings, 03.06.2012

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of November, 2016, by and between the City of Baxter, hereinafter referred to as the “City”, and Light of the Lakes United Methodist, hereinafter referred to as “Property Owner”.

WITNESSETH:

WHEREAS, Light of the Lakes United Methodist is the current owner of the following parcel, hereinafter referred to a “Parcel”:

Parcel 031090020270009

Legal Description: Lots 1 thru 4 & 25 thru 27 Block 2 Johnson’s Addition to Baxter, in the City of Baxter, Crow Wing County, Minnesota, according to the recorded plat thereof on file with the Crow Wing County Recorder;

WHEREAS, the Property Owner is proposing a reuse of the Parcel by converting the vacant building previously used as a church to a daycare facility use by leasing the existing vacant building, herein after referred to as “Project”;

WHEREAS, City Ordinances 8-1-4 and 8-2-15 address Water Availability (WAC) and Sewer Availability (SAC) Charges, respectively and the City adopted a WAC and SAC Financing Policy for Existing Buildings on March 6, 2012, hereinafter referred to as “Policy”;

WHEREAS, Minnesota Statute 444.075 authorizes a city to permit a person, company, or corporation to connect to and utilize a city’s utilities upon the payment of WAC and SAC charges as contracted for the payment in cash or installments due in annual intervals. If the charges are not paid, the Council may certify the unpaid charges to the county auditor with taxes against the property served for collection as other taxes are collected;

WHEREAS, the estimated net increase in the number of residential equivalent units (ERC’s) for the Project and proposed reuse of the existing building is 4.5 units for WAC and 4.5 units for SAC and the current WAC rate is \$3,100 per residential ERC and the current SAC rate is \$3,400 per residential ERC, for an estimated total charge of \$29,250, plus sales tax of \$1,098.56 on the WAC portion;

WHEREAS, the Property Owner has requested the increased number of WAC and SAC units, with estimated charges of \$29,250, be financed by the City;

WHEREAS, the City has determined the Property Owner and the Project meet the eligibility requirements of the City’s Policy and its prescribed terms, including financing the additional WAC and SAC charges through an annual interval of five years with the first annual installment due by November 29, 2016;

WHEREAS, the Policy requires the Property Owner to pay any applicable sales tax liability associated with the WAC when the building permit is requested or the change in the building use occurs, whichever occurs first;

WHEREAS, if the Property Owner elects not to pay the first annual installment when due as indicated in the previous paragraph, the Property Owner, and City agree the outstanding \$29,250 of WAC and SAC charges to be financed will automatically be assessed on the property tax rolls for the Parcel, with capitalized interest calculated from commencement of the execution of this Agreement through December 31, 2016, for five years beginning in 2017 and ending in 2021;

WHEREAS, in addition to the assessment of \$29,250 of WAC and SAC charges and capitalized interest, the City shall require a \$300 administrative fee at the execution of this Agreement and Property Owner hereby agrees to have the administrative fee included in the assessment in lieu of paying at this time.

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

- 1) Property Owner hereby acknowledges the City will bill the Property Owner \$7,373 for the first of five annual installments of the outstanding WAC and SAC charges. Payment of the first installment is due by November 29, 2016. If the Property Owner, or its successors, elects not to pay the first installment, the City will assess against the Parcel, as outlined in paragraphs 2 and 3 below, the outstanding balance of the WAC and SAC charges with administrative fee and accrued interest from the execution of this Agreement through December 31, 2016. Property Owner agrees the required state and local sales tax on the WAC portion of the charges will be paid with the building permit issued for the Project. If a building permit is not required for the Project, the sales tax liability will be paid promptly upon invoice from the City, but in any event, no later than occupancy of the building by a new tenant.
- 2) Property Owner hereby agrees to pay, in addition to the actual monthly water, sanitary sewer, and storm water bill an assessment of \$29,830.31, based upon the financing of \$29,250 of WAC and SAC fees, \$300 administrative fee to cover costs to draft the Agreement and certify the assessment, and capitalized interest from the execution date of this Agreement through December 31, 2016 should the Property Owner or its successors elect not to pay the first installment as outlined in paragraph 1 above. If the actual calculation of WAC and SAC charges differs from the originally estimated amount in the Agreement, the Property Owner hereby agrees to be assessed for the actual charges and administrative fee with capitalized interest through December 31, 2016. Per the Policy, this assessment shall be amortized over five years with interest accruing at 7.50% per annum, the payment being due with the Property Owner's (or its successor's) first installment of real estate taxes payable in 2017. With accrued interest, the annual assessment payment is estimated at \$7,373 per year from 2017 through 2021.



WAC & SAC Financing Policy for Existing Buildings

Adopted 03/06/2012

SECTION 1. PURPOSE

The purpose of this policy is to establish specific guidelines and criterion the City of Baxter (“City”) will use when it considers whether to extend financing to eligible property owners for the water and sewer availability charges (“Financing Program”). The policy enhances the City’s goals and objectives of providing municipal water and sewer services in an efficient, effective, and environmentally responsible manner.

SECTION 2. POLICY

Borrower Eligibility Requirements

An applicant requesting financial assistance to finance the payment of water availability charges (“WAC”) and/or sewer availability charges (“SAC”) through the Financing Program must meet the following:

- A. The property and building (“Property”) subject to WAC and/or SAC must have been generated from at least one of the following conditions:
 1. Reuse of an existing building;
 2. Expansion of an existing building;
 3. Construction of a building prior to the City implementing WAC and SAC fees; and
 4. Existing buildings connecting to City utilities.
- B. The outstanding WAC and SAC charges generated from one of the conditions above must exceed \$10,000.
- C. The applicant must be the owner of the Property. If the Property is owned by another party, additional parties, or leased, the additional party or parties will be subject to the terms and conditions of this policy and the subsequent financing agreement (“Agreement”). If necessary, the City may require evidence of the ownership arrangement. All parties involved in the ownership of the Property (“Property Owner”) are required to sign the application and Agreement.
- D. The Property Owner must be current on the property taxes and any outstanding assessments levied against the Property and any other properties for which it has full or partial ownership.
- E. If the Property has an established utility account with non-user services, the account must be current. Any other utility account for which the Property Owner has full or partial ownership or responsibility, as defined by city ordinances, must be current.
- F. The Property Owner may not have any other unpaid city services outstanding, including, but not limited to: building permit fees, planning and zoning fees, and city licenses.
- G. If not currently connected to city water and/or sanitary sewer utilities, the Property Owner agrees to connect per city specifications and ordinances.

Financing Program Terms and Conditions

- A. Costs eligible to finance with the Financing Program (“Eligible Costs”) include: WAC and SAC fees as calculated by the City, City administrative charges, City legal fees, capitalized interest, and lift station fees, if applicable. The Property Owner will be responsible for payment of any applicable sales tax liability associated with the availability charges. Sales tax will be calculated and paid with the building permit or invoiced if a building permit is not applicable.
- B. The interest rate is comparable to commercial lending rates. Interest will be charged at the prime rate plus 400 basis points (4%) (“Assessment Interest Rate”).

- C. Capitalized interest based upon the Assessment Interest Rate from the execution of the Agreement to the end of the current year will be added to the assessment.
- D. An administrative charge, as outlined on the City's adopted fee schedule, for drafting and executing the Agreement will be added to the assessment.
- E. Duration of the assessment to be recommended by the Director of Finance, not to exceed five (5) years. In cases where the Agreement is executed during the first six months of the calendar year and the Property Owner is provided a six month or greater grace period before the first installment of the assessment is added the property taxes payable, the assessment duration will be reduced to four (4) years of repayment.

Financing Process

- A. The Property Owner must submit a completed City application to the City of Baxter Department of Finance requesting financing of the WAC and SAC fees.
- B. Upon a review of the application and supporting documentation and verification the Property Owner meets the qualifications of this policy; the Department of Finance will make a recommendation for the City Council to consider a Financing Agreement with the Property Owner.
- C. Upon Council approval, an Agreement for the financing of the WAC and SAC fees will be executed with the Property Owner. Initially, the Property Owner will be invoiced for the first installment of the Eligible Costs. Should the Property Owner elect not to pay the first installment, the outstanding balance and capitalized interest will be certified to the Property as outlined in the Agreement and this policy.
- D. The City will certify the outstanding assessment to the county auditor for collection beginning with the following year's property taxes with capitalized interest, based upon the Assessment Interest Rate, added from the date of the agreement through the remainder of the year. If an Agreement is executed after the county deadline for assessment certification, but before January 1 of any given year, the assessment will be certified for collection beginning with the next available year with accrued interest based upon the Assessment Interest Rate capitalized to the assessment.

Other Provisions

- A. This policy shall be subject to periodic review by the City Council.
- B. The City reserves the right to review, modify, amend, or discontinue the Financing Program at any time.
- C. The City reserves the right to approve Agreements on an individual case based upon, but not limited to, the Property's demand on existing infrastructure, capital improvement infrastructure needs, cash flow considerations, and environmental concerns. In some cases, the City may offer to finance only a portion of the eligible costs.
- D. Absent formal City Council action to approve a specific Agreement with a Property Owner, the existence of this policy and Property Owner eligibility should not and shall not be construed as an implicit offer or guarantee to extend financing to a Property Owner.

REQUEST FOR COUNCIL ACTION

11/15/16

Department Approval: Finance Director Vacinek 

Agenda Section: Consent

Approval Required: Simple Majority Vote of the Council

Item Description: Elect Not to Waive the Monetary Limits on Municipal Tort Liability Established by State Statutes with the 2017 LMCIT Insurance Renewal

BACKGROUND

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust (LMCIT) must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The City has elected in the past not to waive the monetary limits on municipal tort liability; however, it is required annually to update the election to ensure the decision is current.

FINANCIAL IMPLICATIONS

The decision to waive or not to waive the statutory limits has the following effects:

- If the City does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the City purchases the optional excess liability coverage. **This election limits the City's exposure as was intended by state laws.**
- If the City waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could potentially recover up to \$2,000,000 on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- If the City waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends the City continue not to waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04 for the City's 2017 LMCIT insurance renewal.

COUNCIL ACTION REQUESTED

Motion to elect not to waive the monetary limits on municipal tort liability established by state statutes with the 2017 LMCIT insurance renewal.

PLANNING & ZONING COMMISSION MINUTES
November 09, 2016 - 6:00 p.m.

CALL TO ORDER

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

MEMBERS PRESENT: Chair Bob Kinzel, Commissioners Steve Lund, Gwen Carleton, Howie Oswald, Bob Ryan and Council Liaison Steve Barrows

MEMBERS ABSENT: None

STAFF PRESENT: CD Director Doty and Planner Matthew Gindele

OTHERS PRESENT: Chad Conner, Bill Bradford, Gary Edison, Eric Halbert, David Liedl and Ron Obeidzinski

APPROVAL OF MINUTES

MOTION by Commissioner Carleton, seconded by Commissioner Oswald to approve the minutes from the October 11, 2016 meeting as presented. Motion carried unanimously.

PUBLIC HEARINGS

*All items under old and new business items will go to City Council on
November 15, 2016 if not tabled, continued or otherwise noted.*

Chair Kinzel stated that this Commission is advisory and the final approval/denial is given at the City Council Meeting on November 15, 2016 at 7:00 pm.

OLD BUSINESS

None

NEW BUSINESS

1. PUBLIC HEARING. Preliminary and Final Plat of Mills Addition to Baxter, Conditional Use Permits for two principal uses on a single lot and joint access/parking/lighting, Variances for: 1) drive isle and parking setbacks on Design Road, Golf Course Drive, Excelsior Road and Dellwood Drive; 2) structure setbacks from interior lot lines and from Golf Course Drive, Excelsior Road and Dellwood Drive; and 3) impervious surface coverage for properties located at 14138, 14086 and 14114 Dellwood Drive (SW1/4 OF SW1/4 SEC 5 EX N 366FT THEREOF AND EX E 388FT THEREOF. SUBJ TO ESMNT OF REC. AND EX PT TO STATE OF MINNESOTA) (N 836FT OF W 330FT OF E 388FT OF SW1/4 OF SW1/4 SEC 5 EX N 366FT THEREOF) (W 330FT OF E 388FT OF SW1/4 OF SW1/4 SEC 5 EX THE N 836FT THEREOF & EX THE S 400FT THEREOF) (S 400FT OF W 330FT OF E 388FT OF SW1/4 OF SW1/4 SEC 5 SUBJ TO AN ESMNT OF REC) (City file 16-28)

Requested by: MFF Mortgage Barrower 3 LLC c/o Davidson Kempner Capital Management LP, 520 Madison Ave. 30th Floor, New York, NY 10022

Chair Kinzel asked Planner Gindele to start with the staff report. Planner Gindele stated the applicant has submitted a preliminary and final plat application to combine four lots into two lots, creating one legal lot on which Mills GM will be located and one on which Mills Fleet Farm and Mills Gas Mart will be located. Due to the pre-existing nonconformities on site, the applicant is also requesting multiple variances and conditional use permits. The additional planning applications include variances for drive isle/parking setbacks, structure setbacks, impervious surface coverage and conditional use permits for multiple principal uses on one lot and joint access/parking/lighting. Planner Gindele reviewed the plat drawing, revised plat and CUP/VAR resolutions that was at their stations. He explained this is a "paper plat" only, as no physical alterations to the property are proposed with this application. Planner Gindele stated that there are several multiple non-conforming signs on the properties. At this time, staff has checked with the City attorney and is recommending that no sign variances are approved and that the existing signs remain non-conforming and subject to the City's non-conforming regulations.

Planner Gindele stated that staff is recommending approval of the applications with the findings and conditions noted in the draft resolutions.

Chair Kinzel asked if the property was not being sold, then this would not be looked at, Planner Gindele indicated that was correct.

Chair Kinzel opened the public hearing.

Mr. Gary Edison, Attorney on behalf of the Mill's Family (seller), \ pointed out a few areas he would like clarifications made. On the plat resolution, page 2, letter "D" sanitary sewer easement is really a "storm" water easement. He requested that letter "E" include irrigation systems on roman numeral i, ii, and iv. Letter "F" the cross access agreement, he indicated that he has a draft agreement available and planned on providing it to the city attorney for review, however he questioned the need for the parking to be in the agreement, as the parking is not changing. On the resolution for Lot 1, page 2 under structure setbacks, the first item is indicating a 3-foot setback, however it should be a 2.6 setback. Planner Gindele indicated that change had come in late and the update was within the revised documents the Commission had received.

Planner Gindele indicated that the only other item is the storage rack needs to meet the fire code. Fire code requires that there is a 10' separation and a 0' setback is requested. Therefore, a 2 hour rating is required or other means to comply with the building code. Mr. Edison stated that there maybe a few other ways to satisfy the fire code, whether it be removing the roof or relocating the racking system/fencing or moving the setback line. Chair Kinzel asked about the architecture of the wall/fence. Planner Gindele indicated that there is a chance that the ARC Commission may have to review the articulation of the wall should the wall have to be fire rated. CD Director Doty added that the 2 hour separation would be difficult to complete and that is why staff is open to see if other measures could satisfy the building code to hopefully resolve this situation.

Chair Kinzel asked Mr. Edison if he was comfortable with all the other staff conditions, he indicated that he was.

Commissioner Ryan asked that letter “F” regarding the parking lot be explained a little further. Planner Gindele and CD Director Doty both indicated that this just clarifies that anyone parking in the parking lot may go to any store on the site, instead of allocating a number of spaces for each business. Mr. Edison stated that vehicles will be able to cross regardless of a parking easement agreement. Commissioner Ryan gave previous history of when WSN and Mr. Green stood in this room and stated that particular parking stalls were for Mill’s Fleet Farm and that Mill’s GM would have to remove their cars if need be, now here we are and the Mill’s family is stating that they don’t have a concern. He wondered what the change was now. He questioned in the event that someone pulls into Mills Fleet Farm with a large truck and trailer and parks in a GM parking spot and starts unloading lumber in the GM parking stalls, is that going to be OK. He doesn’t want to have the City getting involved in this type of situation. CD Director Doty stated that was the reason why cross parking was added to the agreement. Chair Kinzel stated that is all the years this site has been developed, the City has not had any problems. Mr. Edison stated that his concern is that the CUP mentions the parking verbiage and as Commissioner Ryan indicated it could cause a situation. People are going to cross park as they have in the past. He would like to restrict it to cross access not cross parking. Commissioner Ryan stated that when the Mill’s family owned it all, there was not a problem, now we have two owners. He could take a semi-truck and park it on Mill’s GM far side near Bremer Bank and shop in Fleet Farm without a problem because of this language. Commissioner Carleton stated if removing “parking” and leaving access would elevate this situation. It was agreed that it would. CD Director Doty stated that it is customary to have cross parking and cross access covered but indicated that the Commission can recommend that “parking” be removed.

After extensive discussion, Commissioner Ryan stated that if the word “parking” is removed it would elevate the concern, Mr. Eitson agreed with Commissioner Ryan.

Chair Kinzel closed the public hearing.

Motion by Commissioner Ryan, second by Commissioner Oswald to recommend the City Council approve the preliminary and final plat of Mills Addition to Baxter with “parking” being removed from the resolution title and access agreement for properties located at 14138, 14086 and 14114 Dellwood Drive as presented by staff in the draft resolution.

Prior to the vote, Commissioner Lund stated that it appears the parking access is the biggest issue. He asked if there was time to review the parking issue prior to City Council. CD Director Doty stated that it appears the City attorney has a draft of the agreement and that we would talk with the City attorney prior to the City Council meeting. Commissioner Lund also requested that the verbiage changes/clarification were added into the motion. Commissioner Lund stated that he could not support the current motion without modification. Commissioner Ryan agreed and amended the motion as follows:

Amended Motion by Commissioner Ryan, second by Commissioner Oswald to recommend the City Council approve the preliminary and final plat of Mills Addition to Baxter, with the following amendments to the resolutions: plat resolution, page 2, letter “D” sanitary sewer easement is changed to “storm” water easement, letter “E” include irrigation systems on roman numeral i, ii, and iv. Letter “F” of the resolution title and cross access agreement has the word “parking” removed 14138, 14086 and 14114 Dellwood Drive in the draft resolution. Motion carried unanimously.

Motion by Commissioner Lund, second by Commissioner Ryan to recommend the City Council approve the Conditional Use Permits for two principal uses on a single lot and joint variances for: 1) drive isle and parking setbacks on Design Road, Golf Course Drive, Excelsior Road and Dellwood Drive; 2) structure setbacks, with revisions to page 2 under structure setbacks, first item indicating a 3-foot setback being changed to a 2.6 setback from interior lot lines and from Golf Course Drive, Excelsior Road and Dellwood Drive; 3) impervious surface coverage access/parking/lighting for Lot 1 of Mills Addition to Baxter, properties located at 14138, 14086 and 14114 Dellwood Drive as presented by staff in the draft resolution.

Amended Motion by Commissioner Lund, second by Commissioner Ryan to recommend the City Council approve the conditional use permits for two principal uses on a single lot and joint variances for: 1) drive isle and parking setbacks on Design Road, Golf Course Drive, Excelsior Road and Dellwood Drive; 2) structure setbacks, with revisions to page 2 under structure setbacks, first item indicating a 3-foot setback being changed to a 2.6 setback from interior lot lines and from Golf Course Drive, Excelsior Road and Dellwood Drive; 3) impervious surface coverage access/parking/lighting for Lot 1 and removal of the word “parking” from the resolution title and access agreement and the word “sanitary” is changed to “storm” in the plat resolution of Mills Addition to Baxter, properties located at 14138, 14086 and 14114 Dellwood Drive as presented by staff in the draft resolution. Motion carried unanimously.

Motion by Commissioner Lund, second by Commissioner Ryan to recommend the City Council approve the Conditional Use Permits for two principal uses on a single lot and joint Variances for: 1) drive isle and parking setbacks on Design Road, Golf Course Drive, Excelsior Road and Dellwood Drive; 2) structure setbacks, with revisions to page 2 under structure setbacks, first item indicating a 3-foot setback being changed to a 2.6 setback from interior lot lines and from Golf Course Drive, Excelsior Road and Dellwood Drive; 3) impervious surface coverage access/parking/lighting for Lot 2 and removal of the word “parking” from the resolution title and access agreement and the word “sanitary” is changed to “storm” in the plat resolution of Mills Addition to Baxter, properties located at 14138, 14086 and 14114 Dellwood Drive as presented by staff in the draft resolution. Motion carried unanimously.

2. PUBLIC HEARING. Conditional Use Permits for two drive through businesses and for joint access/parking to allow the development of two, multi-tenant retail buildings named Northwoods Crossing located at 15146 Dellwood Drive and the adjacent vacant lot to the south (THAT PART OF THE SW ¼ OF SW1/4 OF SECTION 32 DESCRIBED AS FOLLOWS: COMM. AT THE SW CORNER OF THE [complete legal on file at City Hall]) and (PART OF SW1/4 OF SW ¼ SEC. 32 DESCRIBED AS FOLLOWS: COMM. AT THE SW CORNER OF THE SWSW OF SEC. 32 THEN DUE N. ALONG THE [complete legal on file at City Hall]) (City file 16-29)

Requested by: Baratto Brothers Construction, Inc./Bradford Northwoods Holdings, LLC 215 ½ Main St. Cedar Falls, IA 50613

Chair Kinzel asked CD Director Doty to start with the staff report. CD Director Doty stated the applicant is requesting approval of the following applications to construct two 6,000-square foot, multi-tenant retail buildings named Northwoods Crossing at 15146 Dellwood Drive and the adjacent vacant lot to the south:

- 1) Conditional Use Permits to allow two drive through businesses, and
- 2) Conditional Use Permit for joint parking/access.

The developer is proposing to construct two, 6,000-square foot buildings on the site. Each building is showing three tenant spaces. There is also a drive through for each of the buildings. Although the lots would each have their own building, the sites would be connected with shared drive lanes and parking. The property at 15146 Dellwood Drive has an existing 1,000-square foot building (Wells Fargo Bank), which would be removed to allow the construction of the new retail development. CD Director Doty reviewed the aerial and site plan with the highlights being parking, access, drive-through lanes/stacking, color rendering, pedestrian accessibility, trash enclosure location and landscaping. He explained the cross access/parking agreement between the two lots and Menards and the requirement of an agreement. CD Director Doty reviewed the requirements of drive through with the Commission and indicated that they meet the majority of the regulations. He reviewed the traffic study with the Commission and highlighted the areas in need of potential improvement and those items that need to be addressed. A circulation plan, physical barrier, truck circulation and parking were the highlights. The Utilities Commission reviewed this application and had a few conditions regarding the access and circulation, they were noted in the resolution. ARC has reviewed the application and recommended approval of the proposed buildings.

CD Director Doty stated that staff is recommending approval of the application with the findings and conditions noted in the draft resolution.

Chair Kinzel stated he understands developers wanting to maximize the land they have chosen, however he indicated this is a traffic nightmare and every time there is a situation with new development and congestion he gets a call asking why this was allowed, as he has been on the Commission for a long time and a lot of people know that. He further stated that he sees traffic flow issues and not knowing what is going in and how busy it is going to be is a concern for him and the residents of Baxter getting out of Menards. CD Director Doty stated the applicant did pay for the traffic study and there were multiple plan revisions prior to the meeting to minimize the access points on Dellwood. The traffic study showed more concern regarding the internal issues than external issues. Commissioner Carleton agreed with Chair Kinzel's concerns about external traffic issues. CD Director Doty stated that the traffic study did suggest a center left turn lane.

Chair Kinzel opened the public hearing.

Mr. Chad Conner, WSN stated that the site plan has been modified several times with north and south locations included for access. Currently there are three drive isle locations currently on Dellwood. He reviewed the Utilities Commission comments with the traffic engineer and it was determined the interior site circulation was more concerning. Mr. Conner stated that the study does show how it can work, however he agrees that it is a busy location/site. He stated that the owner is comfortable with the conditions set forth within the resolution.

Commissioner Lund asked about the center turn lane, what the center lane is really going to do to help the situation. CD Director Doty stated that the traffic study looks and high traffic time frames in the morning and evening, basically the worst case scenario. He explained that the traffic study looked out as far as 2030 with future growth. Commissioner Lund asked how deep the Utilities Commission looked into this site, CD Director Doty stated that they did look at it fairly closely; however they do also recognize that part of this review falls with the Planning and Zoning Commission. Commissioner Lund, having teenage drivers would be nervous sending his daughter to this location with the tightness of this development, and if a Dairy Queen or Chipotle goes in, that is where my kids are going to want to go. CD Director Doty

stated that this is a unique situation in that there aren't a lot of developments this size that propose two drive through businesses, which makes circulation extremely challenging. He did talk to the traffic engineer about changing to a one-way drive isle on the north side of the north building and a second access one way exit to the north, which may help with entrance control from the north. However, that change would not solve the stacking lane barrier issues. Commissioner Lund asked about flexibility towards the rear lot to eliminate the parked and stacked cars with a curb barrier. CD Director Doty stated there is space to the east but noted that the traffic study specifically requested a raised median/curb for winter condition. The Commission reviewed a few options with staff on the site plan, however did not make a decision on how to change the plan at this time.

Commissioner Lund asked about the joint drive/shared access/parking agreement. He asked if staff knows what the current agreement with Culver's is at this time. CD Director Doty stated that the agreement is on file with Culver's, Applebee's and Menards. Commissioner Lund asked if there are going to need to be a parking agreement. Mr. Conner indicated that parking is met on the development site and only the access will be needed from Menards, not parking.

Commissioner Ryan asked about the drive through ordinance condition about direct access specific classification roadways. CD Director Doty indicated that Dellwood is a service road. Mr. Ryan questioned the north building not having direct access. CD Director Doty stated that he understood the point but added that staff encouraged the developer to limit access to Dellwood. Commissioner Ryan questioned the north access and trying to get out on a busy Saturday, if this is a Caribou Coffee that is going to be very tough.

Mr. Eric Halbert, Baratto Brother, contractor hired for this project stated that the curb/barrier is going to be an ongoing maintenance nightmare for the owner. The other concern is the green space that is needed for the 100 year storm pond. Chair Kinzel stated if there are problems with the design, people will not go to that location because it is a hassle. Chair Kinzel asked if there is problems will it have to come back in front of the Commission. CD Director Doty stated that is much easier for the City to request changes now than after the site is built. At that point, site issues fall on the owner to correct. He further stated that is why the traffic study conditions are included in the resolution.

Mr. Conner stated that the parking was based on the type of tenants that could fit into this site, it has been considered. He further stated that staff has been good to work with on this development, Mr. Halbert agreed.

Commissioner Lund asked if there was enough right-of-way to create a right turn lane should the city need to create one in the future. CD Director Doty stated he would have to look into that. Mr. Conner felt there was enough room if needed for a right turn lane. Commissioner Lund asked if the applicant was going to be OK with an easement. Commissioner Carleton suggested that the right turn lane be incorporated into the resolution, being this is not a plat. CD Director Doty stated the CUPs are for drive through businesses and if the Commission felt it was needed to allow the drive troughs, that they could recommend to include the condition. It is more difficult to address a turn lane later when the sign on site may be in the way.

Mr. David Liedl, Culver's stated that he is concerned about the traffic flow. They have been there for 14 years and understand the concerns. He has concern with people trying to get to his business and having a hard time getting to Culver's with the congestion. He also had a concern with the new signs potentially blocking his signage. He agreed with the Commissions comments with the exterior flow. Commissioner

Carleton asked for the location of the Culver's sign, it was pointed out on the GIS. CD Director Doty indicated the sign setback for the city is 10 feet.

Chair Kinzel closed the public hearing.

Motion by Commissioner Lund, second by Commissioner Carleton to recommend the City Council approve the conditional use permits for two drive through businesses and for joint access/parking to allow the development of two, multi-tenant retail buildings named Northwoods Crossing located at 15146 Dellwood Drive and the adjacent vacant lot to the south with an added condition of a right turn lane easement being added to the draft resolution. Motion carried unanimously.

OTHER BUSINESS

None

ADJOURNMENT

MOTION by Commissioner Ryan, seconded by Commissioner Oswald to adjourn the meeting at 7:55 p.m. Motion carried unanimously.

Approved by:

Submitted by:

Chair Bob Kinzel

Shanna Newman CD Administrative Assistant

November 8, 2016

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

Dear Mayor and Council Members,

We are nearing the point of posting the City Administrator position, so I will attend your meeting on November 15, 2016, to review the process and seek approval to move ahead with the search.

The previously used position profile has been updated and is attached to this memo for your review. This will be discussed and modified as needed at the Council meeting.

The salary range included in the profile is the same as was posted previously. I do not recommend any changes to this range.

Other items of discussion include the job description, search timeline, and interview process. You will see the profile includes tentative dates for the final interviews, so I would like to finalize interview dates with you at the November 15th meeting.

The interviews can be done in one day or two days depending on which components the Council wishes to include in the process. Some of the options for this part of the process include the following:

- City Tour
- Lunch with leadership staff and Council
- Individual interviews with each Council member
- Community meet and greet event
- Leadership staff interview
- Community panel interview
- Full Council-formal interview
- Other options

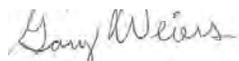
At the meeting, we can discuss the pros and cons of the last process and see if any enhancements are needed to the process for this search. There is no need for a decision on interview components at this meeting, it is only a discussion item at this point. The Council will decide on interview components at a later date.

In summary, the items for discussion at the November 15th meeting include the following:

1. Position Profile: Review and approve
2. Timeline: Determine date(s) of final interviews
3. Job Description: Discussion
4. Any questions from the Council

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Gary Weiers".

Gary Weiers
Associate

Attachments

- Draft Profile
- Draft Timeline
- Job Description

CITY OF BAXTER, MINNESOTA

COMMUNITY INFORMATION

The City of Baxter is a progressive, growing community located in Crow Wing County. Sitting in the heart of the central lakes area of Minnesota, Baxter is approximately 120 miles northwest of the Minneapolis/St. Paul metropolitan area. Minnesota State Highways 210, 25, 18, and primarily 371 serve the transportation needs of the City, along with the Brainerd Lakes Regional Airport, which offers commercial flight service.

POSITION:

CITY ADMINISTRATOR

POPULATION:

8,065

SALARY:

\$93,000 TO \$126,464

Sharing a boundary with the City of Brainerd, Baxter encompasses 20 square miles, of which approximately one-third is undeveloped. With a population of 8,065 residents, Baxter is part of the Baxter/Brainerd Micropolitan Statistical Area that has a population of over 91,000.

Baxter has experienced rapid residential development as the population has more than doubled over the past two decades. During this period, there has also been substantial commercial development resulting in Baxter becoming a regional retail and service center. Both the residential and commercial sectors are projected to continue to grow at a significant rate.



ECONOMIC VITALITY

The City of Baxter is active in promoting economic development as a major partner in the Brainerd Lakes Area Economic Development Commission. While the greatest economic impact is derived from tourism and retail, the area is diversifying with the assistance of the City's economic development efforts. Baxter completed a third expansion to its industrial park and is exploring plans for the next phase of development.

Baxter is one of the most prosperous communities in the area with median personal and household incomes higher than those of the State and well above the region.



There are diverse employment opportunities within the City of Baxter with major employers representing the healthcare, education, tourism, technology, manufacturing, retail, construction, and government sectors. The City of Baxter's commercial district is home to national and regional retailers and restaurants including Costco, Best Buy, Target, Walmart, Menard's, Mills Fleet Farm, Home Depot, JCPenny, Kohl's, Sears, Gander Mountain, Office Max, Applebee's, Buffalo Wild Wings, Grizzly's Grill 'N Saloon, Olive Garden, and dealerships for all major automobile manufacturers, as well as numerous regional and local retail and professional service businesses. The City of Baxter has significant retail development plans in place for 2017, as the City approved commercial development plans for 21 new businesses.

HEALTHCARE

Convenient, quality healthcare can be found right in the City of Baxter. Essentia Health St. Joseph's Baxter Clinic offers family medicine, pediatrics, women's health, urgent care, lab and radiology services, physical therapy, and a pharmacy.

The Cuyuna Regional Medical Center-Baxter Clinic shares a building with the Minneapolis Heart Institute and offers family medicine, sports medicine, OB/GYN, orthopedics, podiatry, and lab and radiology services. They also offer patients access to care through partnerships with the Virginia Piper Cancer Institute, Minneapolis Heart Institute, and Adult & Pediatric Urology.

Another healthcare option found in Baxter is Nystrom & Associates, LTD. This facility was opened in 2014 and offers its patients psychology, clinical social work, marriage and family therapy, nursing and psychiatry services.



EDUCATIO

Public education in Baxter is provided by Brainerd Public Schools ISD 181 which enrolls over 6,000 students and is currently in the process of completing a Comprehensive Long Range Facilities Plan. There are 12 schools in the system with Baxter being the home to two of the facilities: Baxter Elementary and Forestview Middle School. Baxter Elementary's population is just over 500 students and is located on the western-most edge of the Baxter area. This school provides education to students from early childhood through 4th grade. In 2014, all six ISD 181 elementary schools won National Blue Ribbon Awards.



Following a successful bond referendum in 2002, construction of the Forestview Middle School began on a 181-acre site. This school enrolls approximately 2,000 students in grades 5-8. A 60-acre portion of the land was designated as a School Forest. Through cooperation between the Minnesota DNR, the City of Baxter, the Brainerd Nordic Ski Club, and the Brainerd Public School District, the Dean Makey School Forest was developed. The forest is a designated MN School Forest and is one of the most used school forests in the state. It is used for science activities, trail-walking, and cross-country skiing.

Baxter is also home to a private school system. Lake Region Christian School provides pre-K through high school education. In the fall of 2015, the school was granted full accreditation by the American Association of Christian Schools.

Opportunities for higher education can also be found in the area. The American Institute of Nondestructive Testing is a private career school in Baxter that offers training for a career in nondestructive testing. In the neighboring City of Brainerd is Central Lakes College, a community college, as well as St. Scholastic-Brainerd Campus, which offers both undergraduate and graduate degrees.



RECREATIONAL

The City of Baxter offers an impressive amount of opportunities for recreation. Because of the ten lakes located in the City, residents and visitors are offered endless possibilities for fun on the water including fishing, swimming, and water sports.

There are also several Baxter City Parks for residents to enjoy – Oscar Kristofferson Park, Loren Thompson Park, Berrywood Park, Southdale Park, Mississippi River Overlook Park, Riverview Park and Whipple Beach Recreation Area. There are pavilions available for rent at Oscar Kristofferson Park, Loren Thompson Park, Whipple Beach and Berrywood Park. Baxter’s public beach area is located at Whipple Lake, where there is also a pavilion, picnic area, playground equipment, boat landing, and a fishing pier. The City also houses the 500-acre Northland Arboretum , a non-profit, outdoor nature conservatory that offers nature trails, cross country skiing, and educational opportunities through workshops and seminars.

The trail system in Baxter is one of the finest in the area and offers bikers and pedestrians miles of beautiful scenery. The Paul Bunyan Trail is the longest Minnesota bike trail at 120-miles, and it connects the Heartland Trail, the Blue Ox Trail, and the Cuyuna State Trail. In the Baxter portion of this paved trail, there is a major trail access, parking lot, and rest area which provides folks with easy access.

Plenty of indoor fun can also be had right in the City of Baxter. A number of hotels in the City house indoor water parks, and there is also an indoor family fun center. Baxter offers a number of diverse dining options, as well as a brewery, for residents and visitors to enjoy.

Baxter offers outstanding big and small retail stores. Shoppers can take a stroll through the Westgate Mall or find a number of unique specialty shops throughout the City, including the Christmas Point Wild Rice Co., a gift store turned popular shopping destination.



THE

The City operates under a Mayor-Council form of government. Policy making and legislative authority are vested in a City Council consisting of the Mayor and four other members. Council responsibilities include, among other things, passing ordinances, adopting the budget, appointing committees, and hiring a City Administrator. The City Administrator is responsible for carrying out Council policies and ordinances and overseeing day to day operations. The Council is elected on a non-partisan basis in four-year staggered terms. The City provides a full range of municipal services including police, contracted fire, water, sewer, storm water, construction and maintenance of parks and streets, planning and economic development, recreation and cultural activities, and general administration.



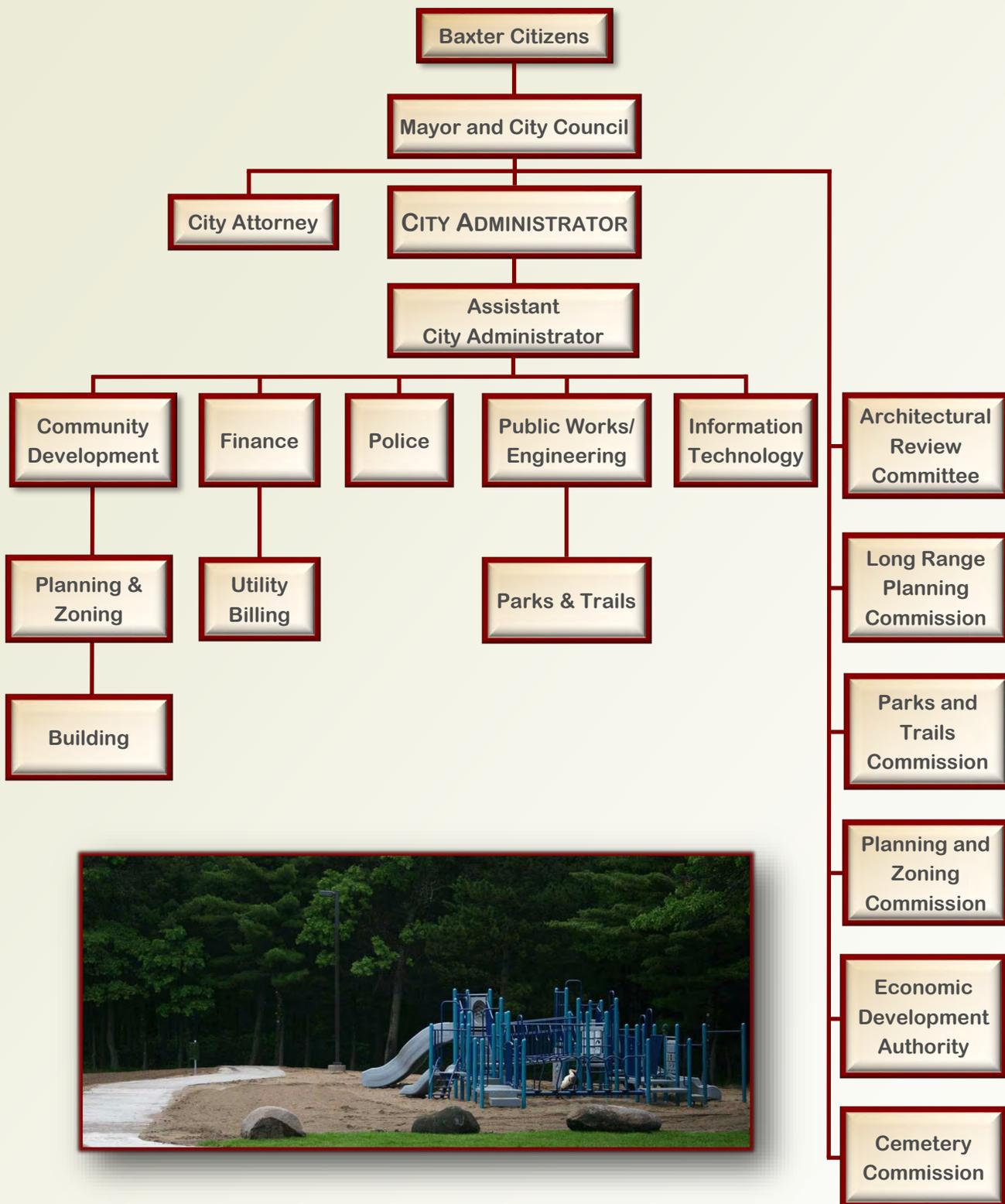
The City of Baxter boasts a progressive City Council and excellent leadership team. The City has recently completed a comprehensive plan which will provide the framework for the development of the City. The City has also earned an Aa3 rating from Moody's Investors Service and has been awarded the Government Finance Officer's Association Certificate of Achievement for Excellence in Financial Reporting for the last four consecutive years.

BUDGET

EXPENDITURES	2015	2016
General Government	1,619,100	2,039,000
Public Safety	2,111,800	2,128,300
Highways and Streets	860,900	818,700
Sanitation	39,600	46,800
Culture and Recreation	696,000	682,800
Economic and Community Development	669,700	737,700
Water	1,530,800	1,553,700
Sewer	1,854,800	1,782,300
Storm Water	336,500	379,900
Capital Outlay	1,115,700	2,285,500
Debt Service	10,837,400	4,911,800
Transfers Out	4,329,000	2,952,700
TOTAL EXPENDITURES AND TRANSFERS OUT	26,001,300	20,319,200

*The 2017 General Fund budget is proposed to be \$5.7 million.

ORGANIZATIONAL



ADMINISTRATOR CORE DUTIES

- The City Administrator shall be the Chief Executive Officer for the City Council and shall coordinate the administration of all City departments; the City Administrator shall oversee the implementation of all City Council policies and initiatives.
- Directly responsible to the City Council for the enforcement of all ordinances, regulations, and law enforcement policies of the city, state, and federal government which may apply within the boundaries of the City.
- Advises the City Council on matters of governmental and public policy which are pertinent to municipal operations; makes presentations, participates in discussions, and implements City Council decisions.
- Responsible to the City Council for the effective management of City funds and assets to ensure effective investment of available funds to meet the goals of the City; coordinates and directs department heads in the development, presentation, and administration of the annual operating budget.
- Responsible to the City Council for the planning and carrying out of all capital improvement projects and service programs; serves as chief project and program director for the City.
- Oversees the administration of all departments and divisions; plans and coordinates activities, and ensures follow up designed to provide the effective provision of services to the public.
- Coordinates the alignment of work processes, budgets, appropriate staffing levels, and operating policies necessary to carry out the City's vision and mission.
- Facilitates communication between all municipal stakeholders to include City Council, staff, citizens, and representatives of other governmental entities.
- Empowers staff at all levels to ensure appropriate levels of decision making, responsibility, and accountability; encourages employee education and development.
- Coordinates with members of the management team to ensure effective utilization of employees; recommends salary adjustments, hiring, firing, promotion, and demotion of all employees; makes recommendations to the City Council regarding any changes to the organizational structure of the City.
- Along with the directors, negotiates contracts and cooperative agreements with unions, private individuals, and organizations surrounding municipalities and other governmental units.
- Serves as Executive Director of the Economic Development Authority.
- Attends all meetings, performs all reasonable tasks, and furnishes all verbal and written reports as assigned by the City Council.
- Responds to concerns, issues, complaints, and questions from the public or employees, or refers to department heads as appropriate.
- Coordinates and oversees the development of agreements, ordinances, resolutions, grants, etc.
- Oversees preparation of grant applications, administers grant money that is received, and prepares related reports.
- Works closely with the Personnel Commission and Council with collective bargaining and personnel compensation issues and assists in resolving grievances or arbitration issues pursuant to Personnel Policy and collective bargaining unit contracts.
- Develops and implements administrative policies and guidelines in cooperation with the City Council and various City boards and commissions; advises department heads and other employees as to policies and procedures; evaluates performance and results in accordance with City objectives and makes appropriate recommendations.

DESIRED ADMINISTRATOR

- Be passionate about the City of Baxter.
- Possess strong leadership skills and have the ability to lead by example.
- Be respectful of City staff and the City Council.
- Have the ability to effectively communicate with citizens, Councilors, business representatives, and service partners.
- Be assertive, yet respectful, in dealing with issues confronting the organization.
- Have a working knowledge of challenges related to community growth and development.
- Effectively represent organizational needs to the Council.
- Be approachable and trustworthy.
- Have the ability to build and maintain effective teams.
- Be open to new and innovative ways to provide services and meet community needs and expectations.
- Have well developed delegation skills; know what should be delegated and when.
- Be an effective and appropriate decision maker.

ADMINISTRATOR GOALS

- Become immersed in the community by being actively involved in organizations that include community leaders.
- Develop and maintain strong relationships with the ever growing business community.
- With the Council, develop a road map for implementing a strategic vision for the organization.
- Provide leadership on collaborations with neighboring communities and the County on shared services and other partnerships.
- With department leaders and the City Council, evaluate the organizational structure and recommend where changes or enhancements are needed.
- Develop short term and long term employee succession planning strategies.
- Enhance the positive organizational culture.
- With appropriate department staff, help implement a multitude of growth related projects and initiatives.
- Develop strategies for enhancing communication with the community through social media and other venues.
- Help the organization improve the use of technology to increase efficiency and effectiveness.
- With department leaders, facilitate the development of work plans that address priorities and work direction.
- Help the organization and community continue the transition from being a small City to a growing regional center.

POSITION ANNOUNCEMENT

City Administrator: City of Baxter, Minnesota

Baxter is a thriving City located just north of the geographical center of Minnesota. The City is part of Crow Wing County and currently boasts a population of 8,065 residents who enjoy all that this growing City has to offer.

Required qualifications for this position include possession of a valid Minnesota driver's license, a bachelor's degree in Public Administration, Urban Studies, Business, Finance, or a related field, and seven years of public sector administrative experience, including two years of supervisory experience.

Desired qualifications include a master's degree in Public Administration, Business Administration, Economics, Political Science, Urban Studies, or a related field, demonstrated experience with strategic planning, demonstrated leadership, team building, and communication skills, experience with economic and community development, and experience with mediation, facilitation, conflict resolution, and change management.

The position profile is available at <http://www.daviddrown.com/#!cv/c1c80>.

To apply, go to <http://dda.catson.com/careers/>, and complete the process by January 12, 2016. Finalists will be selected by the Council on February 7, 2017. Finalist interviews are scheduled for March 2 and 3, 2017.

Please direct questions to Gary Weiers at gary@daviddrown.com or 612-920-3320 extension 109.



Faribault Office
1327 Merrywood Court
Faribault, MN 55021
Phone: (612)920-3320 x109
Fax: (612)605-2375
gary@daviddrown.com



DDA

David Drown Associates, Inc.

BAXTER CITY ADMINISTRATOR TENTATIVE TIMELINE 11/7/16

Item	Task	Completion Date
Approve Process	<ul style="list-style-type: none"> City Council approves hiring process 	November 15, 2016
Candidate recruitment	<ul style="list-style-type: none"> Post position Comprehensively advertise Email and phone calls to prospective candidates 	December 12- January 12, 2017
Screening of applicants	DDA will review and rank applicants based on job related criteria and select semifinalists	January 13, 2017
Questionnaire	Top 10 or so candidates will complete a job-related questionnaire	January 29, 2017
Personality Index	Top 10 or so will receive Personality Index	January 29, 2017
Selection of finalists	<ul style="list-style-type: none"> City Council reviews semifinalists and selects finalists for interviews DDA will notify candidates not selected as finalists 	February 7, 2017
Background check of all finalists selected for interviews	<ul style="list-style-type: none"> Includes: <ul style="list-style-type: none"> Criminal background: county, state, national Sex offender registry Motor vehicle records Civil Court records Employment and education verification Credit check 	February 21, 2017
Reference check on all finalists	DDA will conduct reference checks with current and former employers on all finalists	February 21, 2017
Intellectual profile	DDA will administer an intellectual profile measuring verbal reasoning, mathematical and logical reasoning and overall mental aptitude	February 21, 2017
Presentation of finalists	DDA will present the Council information including: <ul style="list-style-type: none"> Summary of references Results of background checks Personality index reports, resumes, etc. 	February 23, 2017
Interviews	<ul style="list-style-type: none"> It is recommended that interviews be at a special meeting DDA will prepare all interview materials and be present at all interviews and other functions 	March 2 & 3, 2017
Decision	City Council will select candidate for offer	March 3, 2017
Offer and agreement	DDA will negotiate agreement with selected person	March 4, 2017
Projected start date	New City Administrator begins	April 3, 2017
Follow up	DDA will follow up periodically with the new Administrator	April 2018



POSITION DESCRIPTION

TITLE:	City Administrator
DEPARTMENT:	Administration
SUPERVISOR:	City Council
STATUS:	Full-time/Exempt/Non-Union

PRIMARY OBJECTIVE OF POSITION

This position is highly responsible for directing and coordinating the administration of municipal government in accordance with policies and procedures established by the City Council. The City of Baxter operates under a Council-Administrator form of government, and provides a mayor and a four-member council elected at large. Under the direct supervision of the City Administrator is the City Engineer/Public Works Director, Chief of Police, Community Development Director, Finance Director, Assistant City Administrator/Clerk, and GIS/IT Director.

ESSENTIAL JOB FUNCTIONS

The essential job functions listed below are intended to describe the various types of work that may be performed. The omission of other duties not listed does not exclude them if the work is similar, related or a logical assignment to the position.

1. The City Administrator shall be the Chief Executive Officer for the City Council and shall coordinate the administration of all city departments; the City Administrator shall oversee the implementation of all city council policies and initiatives.
2. Directly responsible to the city council for the enforcement of all ordinances, regulations and law enforcement policies of the city, state, and federal government which may apply within the boundaries of the City.
3. Advises the City Council on matters of governmental and public policy which are pertinent to municipal operations; makes presentations, participates in discussions and implements City Council decisions.
4. Responsible to the City Council for the effective management of city funds and assets to ensure effective investment of available funds to meet the goals of the City; coordinates and directs department heads in the development, presentation, and administration of the annual operating budget.

5. Responsible to the City Council for planning and carrying out of all capital improvement projects and service programs; serves as chief project and program director for the City.
6. Oversees the administration of all departments and divisions; plans and coordinates activities, and ensures follow-up designed to provide the effective provision of services to the public.
7. Coordinates the alignment of work processes, budgets, appropriate staffing levels and operating policies necessary to carry out the City's vision and mission.
8. Facilitates communication between all municipal stakeholders to include City Council, staff, citizens, and representatives of other governmental entities.
9. Empowers staff at all levels to ensure appropriate levels of decision-making, responsibility and accountability; encourages employee education and development.
10. Coordinates with members of the management team to ensure effective utilization of employees, recommends salary adjustments, hiring, firing, promotion and demotion of all employees; makes recommendations to the City Council regarding any changes to the organizational structure of the city.
11. Along with the directors, negotiates contracts and cooperative agreements with unions, private individuals and organizations, surrounding municipalities and other governmental units.
12. Serves as Executive Director of the Economic Development Authority.
13. Attends all meetings, performs all reasonable tasks and furnishes all verbal and written reports as assigned by the City Council.
14. Responds to concerns, issues, complaints and questions from the public and employees or refers to department heads as appropriate.
15. Coordinates and oversees the development of agreements, ordinances, resolutions, grants, etc.
16. Oversees preparation of grant applications, administers grant money that is received and prepares related reports.
17. Works closely with the Personnel Commission and City Council with collective bargaining and personnel compensation issues and assists in resolving grievances or arbitration issues pursuant to Personnel Policy and collective bargaining unit contracts.
18. Develops and implements administrative policies and guidelines in cooperation with the City Council and various City boards and commissions; advises department heads and

other employees as to administrative procedures and policies; evaluates performance and results in accordance with City objectives and makes appropriate recommendations.

Additional Duties

19. Performs other duties as assigned or apparent.

KNOWLEDGE, SKILLS & ABILITIES
--

1. Through knowledge of the principles and practices of public administration; through knowledge of the methods of administration as applied to the management of local municipal divisions and departments.
2. Knowledge of the principles of governmental accounting, budgeting, human resources, administration, public relations, and office management.
3. Ability to direct and perform general administrative work; ability to analyze, study and present technical information on a variety of subjects.
4. Knowledge of current leadership and organizational structure theories and management.
5. Ability to exercise sound judgment and discretion in developing and planning for the implementation of city programs.
6. Ability to develop and install administrative procedures for municipal operations and to evaluate their effectiveness.
7. Coaching skills necessary to motivate the City's management team to meet organization wide goals and the City's mission and vision.
8. Knowledge of community development related to commercial, residential and economic projects to include tax increment financing and similar regulations.
9. Ability to communicate effectively, professionally, and maintain positive working relationships with co-workers, elected officials, members of the public and other governmental units and municipalities.
10. Working knowledge of computer systems and applications.
11. Ability to communicate effectively and tactfully, both orally and in writing with the supervisor, city employees, and the city's customers.
12. Ability to manage multiple assignments and priorities to ensure the fulfillment of projects, tasks, and responsibilities.

13. Ability to work cooperatively with all city employees towards the common goal of providing high quality services.
14. Ability to demonstrate a commitment to provide and require excellent customer service through cooperative team and individual efforts.
15. Ability to provide suggestions, advice and support to supervisor, other city employees, and the city's customers.
16. Ability to exhibit excellent interpersonal and human relationship skills.
17. Ability to assist fellow employees with developing and implementing programs and objectives to improve departmental and city-wide efficiency.
18. Exhibits behavior consistent with the mission, vision and values of the City of Baxter.
19. Furthers the mission, vision and values of the city through excellent customer service, creative problem solving, decision-making, and stewardship of city resources.
20. The ability to work both independently and within a team.
- 21.

REQUIRED QUALIFICATIONS

1. Must possess a valid Minnesota driver's license.
2. Bachelor's degree in public administration, urban studies, business, finance or a related field.
3. Seven (7) years of public sector administrative experience, including two years of supervisory experience.

DESIRED QUALIFICATIONS

1. Master's degree in Public Administration, Business Administration, Economics, Political Science, Urban Studies, or related field.
2. Demonstrated experience with strategic planning.
3. Demonstrated leadership, team building and communication skills.

4. Experience with economic and community development.
5. Experience with mediation, facilitation, conflict resolution, and change management.

PHYSICAL REQUIREMENTS

These physical demands are representative of the physical requirements necessary for an employee to successfully perform the essential functions of the job. Reasonable accommodation can be made to enable people with disabilities to perform the described essential functions.

Work is performed primarily in a standard office environment that includes exposure to computer screens. Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information. Working ability to lift books and drawers weighing up to 20 pounds.

It is the policy of the City of Baxter to provide equal employment opportunities to all persons. All employment policies and practices shall be non-discriminatory in compliance with federal laws, state statute, and local ordinances.

Revised: March 15, 2016

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-091**

**RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT
FOR "MILLS ADDITION TO BAXTER" FOR PROPERTY LOCATED AT 14138, 14086 AND
14114 DELLWOOD DRIVE (CITY FILE NUMBER 2016-28)**

WHEREAS, MFF Mortgage Borrower 3 LLC ("the applicant") has requested approval of a preliminary and final plat on property located at 14138, 14086 and 14114 Dellwood Drive, legally described as follows:

SW1/4 OF SW1/4 SEC 5, TOWNSHIP 133, RANGE 28, EX N 366FT
THEREOF AND EX E 388FT THEREOF. SUBJ TO ESMNT OF REC.
AND EX PT TO STATE OF MINNESOTA.

TOGETHER WITH: N 836FT OF W 330FT OF E 388FT OF SW1/4 SEC 5, TOWNSHIP 133,
RANGE 28, EX N 366FT THEREOF.

TOGETHER WITH: W 330FT OF E 388FT OF SW1/4 OF SW1/4 SEC 5, TOWNSHIP 133,
RANGE 28, EX THE N 836FT THEREOF & EX THE S 400FT THEREOF.

TOGETHER WITH: S 400FT OF W 330FT OF E 388FT OF SW1/4 OF SW1/4 SEC 5,
TOWNSHIP 133, RANGE 28, SUBJ TO AN ESMNT OF REC.

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called a Public Hearing on November 9, 2016 and recommends approval, and;

WHEREAS, the City Council considered the Planning and Zoning Commission recommendation at their November 15, 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 to approve preliminary and final plat, based on the finding that the standards in Title 11 of the Baxter Subdivision Ordinance are met. Specifically:

1. The subdivision does not land lock or otherwise impair convenient ingress and egress to or from the rear or side of the subject tracts or any adjacent property;
2. The subdivision does not fall within the corridors of any planned or proposed street as shown upon the official map or approved area plans; and
3. The subdivision does not violate any local, state or federally adopted law, ordinance, regulation, plan or policy.

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

1. The approval of the preliminary and final plat is based on the plans received by the city on October 18, 2016, except as may be amended by this resolution.
2. **Prior to Recording the plat**, the applicant shall:
 - a. Establish a 2-hour fire rating for the existing storage rack located between the north walls of the Mills Fleet Farm building and Design Road, or, complete other measures that meet the 2015 Minnesota Building Code standards. Any

alterations to the exterior of the storage rack are subject to the architectural review ordinance. A building permit is required prior to beginning any construction.

- b. Submit plat recording checklist items as reviewed and approved by city staff.
 - c. Amend the legal descriptions on all existing Conditional Use Permits for the subject property.
 - d. All water and sanitary storm sewer easements be dedicated on the plat.
 - e. Submit for review by the City, and record with Crow Wing County, Limited Use Agreements for:
 - i. Landscaping, parking/drive isle, irrigation and fencing in the right-of-way of Golf Course Drive.
 - ii. Parking/drive isle/sidewalk, fencing, irrigation and lighting in the right-of-way of Excelsior Road.
 - iii. Landscaping, parking/drive isle and lighting in the right-of-way of Dellwood Drive.
 - iv. Landscaping and irrigation in the right-of-way of Design Road
 - f. Submit for review by the City, and record with Crow Wing County, a joint access/parking/drive isle/lighting agreement between Lots 1 and 2.
 - g. Dedicate 7 feet of additional right-of-way on Golf Course Drive and a 10-foot wide Drainage and Utility Easement.
 - h. Dedicate 7 feet of additional right-of-way on Excelsior Road and a 10-foot wide Drainage and Utility Easement except for where existing permanent structures are located.
 - i. Submit for review by the City, and record with Crow Wing County, a formal storm water agreement for maintenance and liability on the underground storm water pipe under the existing building and the entire site.
 - j. Dedicate the existing 11-foot roadway and utility easement for road right-of-way on Dellwood Drive and a 10-foot wide Drainage and Utility Easement except for where existing permanent structures are located.
3. The City shall waive additional right-of-way on Design Road per City ordinance.
 4. The final plat approval shall expire two years from of the date of this approval unless the applicant has recorded the plat or requested an extension in writing.

Whereupon, said Resolution is hereby declared adopted on this 15th day of November, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-092**

RESOLUTION APPROVING CONDITIONAL USE PERMITS TO ALLOW TWO PRINCIPAL USES ON A LOT AND TO ALLOW JOINT ACCESS/~~PARKING~~/LIGHTING/STORMWATER SEWER AND VARIANCES FOR 1) DRIVE ISLE AND PARKING SETBACKS; 2) STRUCTURE SETBACKS FROM INTERIOR LOT LINES AND FROM RIGHT-OF-WAY; 3) IMPERVIOUS SURFACE COVERAGE FOR PROPRTY LOCATED AT 14086 AND 14114 (CITY FILE NUMBER 16-28)

WHEREAS, MFF Mortgage Barrower 3 LLC (“the applicant”) has requested approval of conditional use permits and variances for property legally described as follows:

LOT 1, BLOCK 1 MILLS ADDITION TO BAXTER, TOWNSHIP 133, RANGE 28, SECTION 5

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on November 9, 2016 and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their November 15, 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 permits and variances, subject to the following findings and conditions:

1. The conditional use permit allows for two principal uses to exist on a single lot, in accordance with the application and plans received by the city on October 18, 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 conditional use permit allows for joint access, ~~parking~~, lighting and stormwater sewer across Lots 1 and 2, Block 1, Mills Addition to Baxter, in accordance with the application and plans received by the city on October 18, 2016, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met.
3. The variances allow for 1) drive isle and parking setbacks on Golf Course Drive, Excelsior Road and Dellwood Drive; 2) structure setbacks from interior lot lines and from Golf Course Drive; and 3) impervious surface coverage, in accordance with the application received by the city on October 18, 2016, except as may be amended by this resolution, based on the finding that all applicable variance standards have been met. The following variances are approved:

Drive Isle and Parking Setbacks Variances

- A 0-foot setback from the proposed ROW on Golf Course Drive where 10 feet is required
- A 0-foot setback from the proposed ROW on Excelsior Road where 10 feet is required
- A 0-foot setback from the existing ROW on Dellwood Drive where 10 feet is required

Structure Setbacks Variances

- A 2.6-foot accessory structure setback from the proposed ROW on Golf Course Drive where 10 feet is required
- A 32-foot principal structure setback from the proposed ROW on Golf Course Drive where 35 feet is required
- A 0-foot accessory structure setback from the proposed interior lot line between lots 1 and 2, Block 1, Mills Addition to Baxter where 10 feet is required

Impervious Surface Variances

- 97.6 percent impervious surface coverage when a maximum of 88 percent is allowed
4. Submit for review by the City, and record with Crow Wing County, a joint access/~~parking~~/drive isle/lighting agreement between Lots 1 and 2.
 5. Approval of the CUPs and variance are contingent upon approval of the “Mills Addition to Baxter” preliminary and final plat.
 6. 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 15th day of November, 2016

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-093**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW JOINT
ACCESS/~~PARKING~~/LIGHTING/STORMWATER SEWER AND VARIANCES FOR 1) DRIVE
ISLE AND PARKING SETBACKS; 2) STRUCTURE SETBACKS FROM INTERIOR LOT
LINES AND FROM RIGHT-OF-WAY; 3) IMPERVIOUS SURFACE COVERAGE FOR
PROPERTY LOCATED AT 14086 AND 14114 (CITY FILE NUMBER 16-28)**

WHEREAS, MFF Mortgage Barrower 3 LLC (“the applicant”) has requested approval of conditional use permits and variances for property legally described as follows:

LOT 2, BLOCK 1 MILLS ADDITION TO BAXTER, TOWNSHIP 133, RANGE 28,
SECTION 5

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on November 9, 2016 and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their November 15, 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 permits and variances, subject to the following findings and conditions:

1. The conditional use permit allows for joint access, ~~parking~~, lighting and stormwater sewer across Lots 1 and 2, Block 1, Mills Addition to Baxter, in accordance with the application and plans received by the city on October 18, 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 variances allow for 1) drive isle and parking setbacks on Design Road, Golf Course Drive, Excelsior Road and Dellwood Drive; and 2) impervious surface coverage, in accordance with the application received by the city on October 18, 2016, except as may be amended by this resolution, based on the finding that all applicable variance standards have been met. The following variances are approved:

Drive Isle and Parking Setbacks Variances

- A 0-foot setback from the existing ROW on Design Road where 10 feet is required
- A 0-foot setback from the proposed ROW on Golf Course Drive where 10 feet is required
- A 0-foot setback is proposed from the proposed ROW on Excelsior Road on Lot 1 where 10 feet is required
- A 0-foot setback from the existing ROW on Dellwood Drive where 10 feet is required

Impervious Surface Variances

- 97.8 percent impervious surface coverage when a maximum of 88 percent is allowed
3. Submit for review by the City, and record with Crow Wing County, a joint access/~~parking~~/drive isle/lighting agreement between Lots 1 and 2.
 4. Approval of the CUPs and variance are contingent upon approval of the “Mills Addition to Baxter” preliminary and final plat.
 5. 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 15th day of November, 2016

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-094**

**RESOLUTION APPROVING A CONDITIONAL USE PERMITS FOR TWO DRIVE THROUGH
BUSINESSES AND A CONDITIONAL USE PERMIT FOR JOINT ACCESS/PARKING TO
ALLOW THE DEVELOPMENT OF TWO, MULTI-TENANT RETAIL BUILDINGS NAMED
NORTHWOODS CROSSING LOCATED AT 15146 DELLWOOD DRIVE AND THE
ADJACENT VACANT LOT TO THE SOUTH
(CITY FILE NUMBER 16-29)**

WHEREAS, Baratto Brothers Construction, Inc. ("the applicant") has requested approval of conditional use permits for property legally described as follows:

That part of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 32 described as follows: comm. at the SW corner of the SWSW sec. 32, then due N. along the W. line of said sec. 32 which line is also the centerline of U.S. Hwy #371, for a distance of 488 ft. to the point of beg, then S. 89 deg. 40 min E. for a distance of 156.5 ft. to an iron monument, then cont. on the same tangent distance of 300 ft. to an iron monument then due N. for a distance of 150 ft. to the iron monument, then N. 89 deg. 40 min W, for a distance of 300 ft. to an iron monument. Then cont. on the same tangent for a distance of 156.5 ft. to the W. line of section 32, then due S. for a distance of 150 ft. to the point of beg. Subject to ROW for Hwy 371.

and

That part of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 32 described as follows: comm. at the SW corner of the SWSW sec. 32, then due N. along the W. line of said sec. 32 which line is also the centerline of U.S. Hwy #371, for a distance of 338 ft. to the point of beg, then S. 89 deg. 40 min E. for a distance of 156.6 ft. to an iron monument, then cont. on the same tangent distance of 300 ft. to an iron monument, then due N. for a distance of 150 ft. to the iron monument, then N. 89 deg. 40 min W, for a distance of 300 ft. to an iron monument. Then cont. on the same tangent for a distance of 156.5 ft. to the W. line of section 32, then due S. for a distance of 150 ft. to the point of beg. Subject to ROW for Hwy 371.

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on November 9, 2016 and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their November 15, 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 permits, subject to the following findings and conditions:

1. The conditional use permits allow two drive through businesses joint access/parking to allow the development of two, multi-tenant retail buildings named Northwoods Crossing, in accordance with the application and plans received by the city on October 18, 2016 and revised site plan, civil plans, landscaping and lighting plan received on November 4, 2016, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met.
2. Although not a requirement, the city requests Quit Clam Deeds for the right-of-way on Dellwood Drive.
3. The development plan shall be compliant with the October 25, 2016 traffic study.
4. Dellwood Drive shall be re-stripped pursuant to the October 25, 2016 traffic study.
5. **A building permit is required prior to commencement of construction.**
6. **Prior to the Issuance of a building permit, the applicant shall:**
 - a. Provide a Developer's Agreement for the watermain installation.
 - b. Provide a 100-year storm water design for both lots.
 - c. The drive through isles shall have separation from the site circulation drive isles. This should be some type of physical barrier, such as a raised concrete median. Revise site plan for review and approval by City staff.
 - d. Reconfigure the "T" intersection on the north access location for review and approval by City staff.
 - e. At the locations where the drive through isles cross the circulation drive isles in the back of the building, clear delineation and signing shall be provided so that the circulation isles are not blocked.
 - f. A truck circulation plan, including truck turning radius templates should be provided to insure that trucks can move through the site without impacting parking or drive aisles.
 - g. Provide a site circulation signage plan including "one way" and "do not enter" signage for review and approval by City staff.
 - h. Provide pedestrian ramps meeting State and Federal ADA requirements at the sidewalk connection at Dellwood Drive and at the four sidewalk connections at the drive aisle between the buildings.
 - i. Revise plans to show a bike rack on each property.
 - j. Submit a cross access and parking easement for review and approval by the City Attorney between the subject properties and the Menards property directly north of the site. The cross access and parking easement shall be recorded with the title of the subject properties and the Menards property.
 - k. Submit a revised landscape plan in conformance with the City's landscape ordinance. Specifically, changes are required related to the size of deciduous trees, meeting minimum number of overstory trees, priority placement of trees on Dellwood Drive.
 - l. Submit a revised landscape plan showing an overstory deciduous tree in the required island on the south side of the south property.
 - m. Submit a revised landscape plan providing headlight screening from the drive through lanes.

- n. Submit a revised site plan moving the trash enclosure on the south property so that there is not a direct view of the enclosure from Dellwood Drive.
 - o. All trash and recycling areas shall be housed in an opaque enclosure that is consistent with the primary color of the building. The enclosures shall be reviewed and approved by staff.
 - p. Submit a lighting plan for review and approval by city staff for any ground or building lighting proposed.
 - q. Provide a minimum low floor elevations as required by the City Code.
 - r. Provide a three foot separation from the bottom of ponding to the top of the ground water as required by the MPCA and NPDES permit.
 - s. Provide floor plans and parking calculations showing compliance with the City's minimum parking spaces for the specific uses (retail, restaurant, office, etc.) to ensure that minimum parking is provided on the site.
 - s.t. Provide an easement for a right turn lane on Dellwood Drive to the South Menards driveway, as reviewed by the City traffic engineer.
7. Silt fence shall be installed prior to construction or grading.
 8. All ground mechanical equipment shall be fully screened and all rooftop mechanical equipment shall be screened or painted to match the building, according to city requirements.
 9. The site or building changes require separate approvals, as required by the City at that time.
 10. Signage shall require approval of separate sign permits.
 11. 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 15th day of November, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

REQUEST FOR COUNCIL ACTION

November 15, 2016

Department Origination: Community Development

Agenda Item: Approve the architectural plan for two multi-tenant structures located at 15146 Dellwood Drive to be known as Northwoods Crossing.

Approval Required: Simple Majority Vote

BACKGROUND

Baratto Brothers Construction has submitted an application for architectural review for two 6,000 square foot multi-tenant building located at 15146 Dellwood Drive. The applicant is proposing two three-tenant strip mall style buildings, one on the vacant lot south of the former Wells Fargo site and one on the former Wells Fargo site. The applicant proposes the use of architectural glass, prefinished metal awnings and synthetic veneer that imitates the look of wood, brick, stone and EIFS-block as exterior building materials. The buildings includes a variety in exterior finishing materials that incorporate varying face-plane projections around the entire structure for articulation to give the building a sense of architectural unity between the separate tenant spaces. The building includes a flat roof and incorporates an earth tone color scheme including brown, tan, and gray; color schemes are indicated on the attached elevations.

A complete review of the proposed design and materials as they relate to the architectural ordinance is included in the table below.

ARC Standard	Required	Proposed	Comments
Exterior Materials	See allowed C-1 and C-2 materials	Synthetic veneer block	Requires recommendation by the Arc Commission and approval by the City Council.
		Synthetic veneer brick	
		Synthetic veneer stone	
		Synthetic veneer wood	
		Architectural glass	OK
Prefinished metal awning	OK		
Size/Mass	Proportional	Comparable to adjacent buildings	OK
Articulation – South/Side (facing Country Inn Hotel)	Max 50' Unbroken Expanse for faces >60' and facing street	N/A	OK
Articulation – West/Front (facing 371)	Max 50' Unbroken Expanse for faces >60' and facing street	20-feet wide, articulation provided with projecting stone piers	OK
Articulation – North/Side (facing Culver's)	Max 50' Unbroken Expanse for faces >60' and facing street	N/A	OK

Articulation – East/ Rear (Menards parking lot)	Max 50' Unbroken Expanse for faces >60' and facing street	N/A	OK
Accessory Structures	Existing building coordinated color	N/A	N/A
Color	Earth tone	Brown, tan, gray	OK
Height/Roof Design	Flat or 6:12+	Flat	OK

FINANCIAL IMPLICATIONS

There are no financial implications to the city with this application.

ARCHITECTURAL REVIEW COMMISSION RECOMMENDATION

The Architectural Review Commission recommends approval of the architectural plan for two multi-tenant buildings to be known as Northwoods Crossing located at 15146 Dellwood Drive.

REQUEST FOR COUNCIL ACTION

November 15, 2016

Department Origination: Community Development

Agenda Item: Approve Revised Architectural Plans for HJ Development located at 13499 Elmwood Drive, South of Costco

Approval Required: Simple Majority Vote

BACKGROUND

In May of 2016 HJ Development, LLP submitted an application for architectural review for an 89,179 square foot multi-tenant building located at 13499 Elmwood Drive. The architectural elevations, the staff review and the subsequent City Council approvals that took place in May are attached at the end of this report. HJ Development has now submitted a revised set of architectural elevations for review by the ARC Commission and approval by the City Council. The following report will highlight the primary changes made to the approved elevations and provide a review of the general architectural plans.

As proposed in the previously approved architectural elevations, the applicant proposes the use of brick, natural stone, EIFS, architectural precast concrete panels, prefinished metal parapet cap and architectural glass as exterior building materials. The building includes projecting stone piers around the entire structure for articulation to give the building a sense of architectural unity between the four separate tenant spaces. The building includes a flat roof and incorporates an earth tone color scheme including brown, tan, and beige; corporate color schemes are indicated on the attached elevations.

The primary changes in the new elevations are centered on the store fronts of TJ-Maxx and PetSmart and the rear elevation of the sporting goods store. Specifically, the PetSmart storefront has changed from a wider multi-toned storefront with a rounded parapet including an architectural cornice to a narrower mono-tone storefront with a squared parapet and no cornice; this storefront has also lost projecting columns on either side of the entrance. Additionally, The TJ-Maxx parapet has increased in height from 11'8" to 19'4" to match the height of the previously approved sporting goods store's parapet. This parapet has also changed from including a red parapet cap to including a parapet cap that matches the color of the parapet. The rear elevation of the sporting goods store has also been revised to eliminate the horizontal feature that is incorporated into the front and side elevations of the sporting goods store. The front elevation of the sporting goods store has also changed construction materials from concrete masonry unit (CMU) to precast concrete panels stamped with a CMU design.

A complete review of the proposed design and materials as they relate to the architectural ordinance is included in the table below.

ARC Standard	Required	Proposed	Comments
Exterior Materials	See allowed C-1 and C-2 materials	EIFS	OK
		Brick	OK
		Natural Stone	OK
		Architectural glass	OK
		Architectural precast concrete panels	OK
		Prefinished metal (maximum 10% accent material)	Requires recommendation by the Arc Commission and approval by the City Council.
Size/Mass	Proportional	Comparable to adjacent buildings	OK
Articulation – South/Side (facing JC Penny)	Max 50' Unbroken Expanse for faces >60' and facing street	40-feet wide, articulation provided with projecting stone piers	OK
Articulation – West/Rear (facing Elder Drive)	Max 50' Unbroken Expanse for faces >60' and facing street	40-feet wide, articulation provided with projecting stone piers	OK
Articulation – North/Side (facing Costco)	Max 50' Unbroken Expanse for faces >60' and facing street	48-feet wide, articulation provided with projecting stone piers and EIFS colonnades	OK
Articulation – East/ Front (Facing 371)	Max 50' Unbroken Expanse for faces >60' and facing street	20-feet wide, articulation provided with projecting stone piers	OK
Accessory Structures	Existing building coordinated color	N/A	N/A
Color	Earth tone	Brown, tan, beige, green Franchise colors	OK Unknown
	STAFF COMMENTS: It is unknown whether franchise colors meet the definition of earth tone colors. In addition, it is unknown if accent colors meet or exceed the 10% maximum requirement.		
Height/Roof Design	Flat or 6:12+	Flat	OK
Store Front Projection	STAFF COMMENTS: The side elevation views do not show that the store front includes projections with columns, entrance canopies, etc. Staff has been made aware that there may be projections with the store front. The applicant shall update the elevations and site plan if projections are planned.		

FINANCIAL IMPLICATIONS

There are no financial implications to the city with this application.

ARCHITECTURAL REVIEW COMMISSION RECOMMENDATION

The Architectural Review Commission reviewed the application for architectural compliance with City Code and unanimously recommended approval of the submitted plan dated 10/28/2016 with all of the conditions of previous approval for 13499 Elmwood Drive including the following:

- 1) Architectural review is based on plans dated October 7, 2016, except as amended by the following conditions of approval.
- 2) The development is subject to all requirements of the Architectural Review Ordinance.
- 3) The applicant shall provide an elevation plan and materials showing the loading dock retaining walls and guard rails.
- 4) It is unknown whether franchise colors meet the definition of earth tone colors. In addition, it is unknown if accent colors meet or exceed the 10% maximum requirement. The applicant shall provide information on colors and area to verify compliance with these requirements.
- 5) The side elevation views do not show that the store front includes projections with columns, entrance canopies, etc. Staff has been made aware that there may be projections with the store front. The applicant shall update the elevations and site plan if projections are planned.

REQUEST FOR COUNCIL ACTION

November 15, 2016

Department Origination: Administration

Agenda Item: Accept the Abstract of Votes Cast in the Precincts of Baxter for the election held November 8, 2016 and declare the results of the election.

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

Pursuant to Minnesota Statutes 205.185, subd. 3, the governing board of a city conducting an election shall act as the canvassing board for such election. In that capacity, the governing board must convene between the third and tenth day after the date of the election to canvass the returns and declare the official results.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATIONS

Staff recommends Council certifies the official results of the 2016 municipal election by accepting the Abstract of Votes Cast to declare the official winners, indicating the names of each person receiving votes and the number of votes received by each office voted upon; and direct the City Clerk to submit a certified copy of the official results of the 2016 municipal election to the Crow Wing County Auditor and to file and preserve all election records for the 2016 municipal election in accordance with Minnesota Election Law.

COUNCIL ACTION REQUESTED

Motion to accept the Abstract of Votes Cast in the Precincts of Baxter for the election held November 8, 2016 and declares the results of the election.

ATTACHMENT

1. Abstract of Votes Cast in the Precincts of Baxter for the election held November 8, 2016

Abstract of Votes Cast
In the Precincts of the City of Baxter
State of Minnesota
at the STATE GENERAL ELECTION
Held Tuesday, November 8, 2016

as compiled from the official returns.

Summary of Totals
City of Baxter
Tuesday, November 8, 2016 STATE GENERAL ELECTION

Number of persons registered as of 7 a.m.	5232
Number of persons registered on Election Day	485
Number of accepted regular, military, and overseas absentee ballots and mail ballots	1160
Number of federal office only absentee ballots	3
Number of presidential absentee ballots	0
Total number of persons voting	4879

Summary of Totals
City of Baxter
Tuesday, November 8, 2016 STATE GENERAL ELECTION

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

Mayor (Baxter)

NP Darrel L. Olson 3965	WI WRITE-IN** 63
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Council Member (Baxter) (Elect 2)

NP Richard Jones 1100	NP Rock Yliniemi 1835	NP Todd Holman 2265	NP Mark Cross 2062	WI WRITE-IN** 39
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Detail of Election Results
City of Baxter
Tuesday, November 8, 2016 STATE GENERAL ELECTION

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
18 0005 : BAXTER P1E	1968	220	1841
18 0006 : BAXTER P1W	1135	89	1072
18 0007 : BAXTER P2E	1188	100	1067
18 0008 : BAXTER P2W	941	76	899
City of Baxter Total:	5232	485	4879

Detail of Election Results
 City of Baxter
 Tuesday, November 8, 2016 STATE GENERAL ELECTION

Office Title: Mayor (Baxter)

Precinct	NP Darrel L. Olson	WI WRITE-IN**
18 0005 : BAXTER P1E	1475	24
18 0006 : BAXTER P1W	888	11
18 0007 : BAXTER P2E	869	11
18 0008 : BAXTER P2W	733	17
Total:	3965	63

Office Title: Council Member (Baxter) (Elect 2)

Precinct	NP Richard Jones	NP Rock Yliniemi	NP Todd Holman	NP Mark Cross	WI WRITE-IN**
18 0005 : BAXTER P1E	445	616	798	772	18
18 0006 : BAXTER P1W	192	487	494	444	11
18 0007 : BAXTER P2E	265	362	518	444	6
18 0008 : BAXTER P2W	198	370	455	402	4
Total:	1100	1835	2265	2062	39

We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the STATE GENERAL ELECTION held on Tuesday, November 8, 2016

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Baxter Clerk. Witness our official signature at _____ in _____ County this _____ day of _____, 2016.

Member of canvassing board

State of Minnesota
City of Baxter

I, _____, Clerk of the City of Baxter do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Baxter STATE GENERAL ELECTION held on Tuesday, November 8, 2016.

Witness my hand and official seal of office this _____ day of _____, 2016.

REQUEST FOR COUNCIL ACTION

11/15/16

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

Item Description: Certification of Delinquent Utility Bills, Invoices, and Abatements

- Hold Public Hearing at 7:00 p.m. or shortly thereafter
- Adopt Resolution 2016-088, Adopting Assessments for Unpaid Delinquent Utility Bills, Invoices, and Abatement Charges

BACKGROUND

Historically, the city has certified unpaid, delinquent utility bills to the property owner's property taxes twice per year for collection the following year as authorized under state law. In addition, the city certifies unpaid services related to the rental inspection program and other outstanding nuisance abatements charges. As required, a notice of the public hearing when the certification will be considered is sent to the property owner. After holding the public hearing, the council considers adopting a resolution (see attached) to certify the outstanding delinquent balance with accrued interest and fees to the following year's property taxes.

The listing of outstanding, delinquent accounts and invoices will be updated prior to the public hearing. An updated list will be distributed at the public hearing.

FINANCIAL IMPLICATIONS

Certifying the unpaid, delinquent utility bills and outstanding charges to the related parcel's property taxes ensures the city collects for services provided and water, sewer, and storm water enterprise charges, along with sales tax and other state fees the city is required to collect and remit to the state. User charges are necessary to finance the ongoing operations, debt service, and capital costs of each of the city's three enterprise funds.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends holding the public hearing for the certification of the delinquent city utility bills for usage through July 2016 and the outstanding invoices. Upon completion of the public hearing, it is further recommended to adopt the attached resolution certifying the unpaid delinquent utility bills and invoices to the 2017 property taxes of the respective parcels.

COUNCIL ACTION REQUESTED

- Hold Public Hearing for the Certification of Delinquent Utility Bills, Invoices, and Abatement Charges at 7:00 p.m. or shortly, thereafter.
- Adopt Resolution 2016-088, Adopting Assessments for Unpaid Delinquent Utility Bills, Invoices, and Abatement Charges for Collection with the 2016 Property Taxes

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

HELD: November 15, 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 City Hall in said city on the 15th day of November, 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. 2016-088

**A RESOLUTION ADOPTING ASSESSMENTS FOR UNPAID
DELINQUENT UTILITY BILLS, INVOICES, AND ABATEMENT CHARGES**

WHEREAS, pursuant to proper notice duly given as required by law, the City Council (the "City Council" of the City of Baxter (the "City")) has met, heard, and passed upon all objections to the proposed assessments for unpaid charges for municipal fees and utilities; and

WHEREAS, the amounts of bad debt have been minimized through diligent collection efforts by staff.

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

1. Such proposed assessment for unpaid charges, a copy of which is hereby attached as Exhibit 1 and made a part hereof, is hereby accepted and shall constitute the assessments against the lands named herein, along with accrued late fees, interest, and certification charges.
2. Such assessment shall be payable over a period of one year on or before the first Monday in January.
3. The owner of the property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to date of payment, to the City Director of Finance, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. The taxpayer may at any time thereafter, but prior to December 31 of the current year, pay to the City Director of Finance or County Auditor, the entire amount of the assessment remaining unpaid, with accrued interest and other charges. Such payment must be made before December 31, 2016, or

the assessment will be certified for collection on the following year's property taxes with interest for the entire year.

- 4. The Finance Director/Deputy Clerk shall forthwith transmit a certified copy of this assessment roll to the County Auditor to be extended on the property tax lists of the county and such assessments shall be collected and paid over in the same manner as property taxes collected in 2017 with interest at 7.0% per annum and a certification fee of \$25 per unpaid bill assessed.

The motion for the adoption of the foregoing resolution was duly seconded by member _____, 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 to have been duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF CROW WING
CITY OF BAXTER

I, the undersigned, being the duly qualified and acting Deputy Clerk of the City of Baxter, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in the office of the City Clerk, and that the same is a full, true and complete transcript of the 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 certification of delinquent utility bills, invoices, and abatement charges for 2016 of said City.

WITNESS my hand this 15th day of November, 2016.

Jeremy S. Vacinek
Finance Director/Deputy Clerk

EXHIBIT 1 – Delinquent Utility Bills, Invoices, and Abatement Charges *(to be Distributed at the November 15, 2016 Public Hearing)*

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

I, the undersigned, being the duly qualified Deputy City Clerk of the City of Baxter, certify the attached Resolution of the City Council adopting an assessment for unpaid charges under Sections 4-4-6, 8-1-9, 8-2-14, 8-4-4 and 9-6-6E of the City Code, is a true copy of the original, of which is on file at the City of Baxter.

Dated this 15th day of November, 2016

Jeremy S. Vacinek
Finance Director/Deputy Clerk

REQUEST FOR COUNCIL ACTION

11/15/16

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

Item Description: Adopt Resolution 2016-089, Providing for the Issuance and Sale of \$2,310,000 General Obligation Improvement Bonds, Series 2016

BACKGROUND

As part of the City's annual, long-term financing of its utility and street improvement projects, General Obligation (G.O.) Improvement bonds are issued. The proceeds of the bonds will reimburse for costs incurred to construct 2016 Mill and Overlay project, Fairview Road, 2016 Dellwood Drive North, and Golf Course Drive improvements that were ordered in 2016.

Finance Director Vacinek has been working with our financial advisor, Jon Burmeister of Public Financial Management (PFM), and our bond counsel, Jenny Boulton of Kennedy and Graven, on the bond sale. In consultation with our counsel and financial advisor, attached is the resolution to award the sale of the bonds to the low bidder from the November 15th sale. **Actual results will be known after the 11:00 a.m. sale on Tuesday, November 15. Updated information will be presented to the Council at the Council meeting prior to adoption of the resolution.**

Last week Moody's Investors Service assigned an Aa3 rating to the 2016 bonds and reaffirmed the rating on our existing outstanding debt. The rating reflects the city's small but growing tax base, strong financial performance characterized by balanced operations and ample reserves, an elevated debt burden with significant non levy support, and moderate borrowing plans.

Credit strengths include strong financial operations with ample reserves and alternative liquidity and a conservative management team. Those strengths offset some of the credit challenges of our modest size, concentrated tax base, and elevated debt burden (even though a major portion of the debt is repaid by other sources, including special assessments). Factors that could lead to an upgrade include significant expansion and diversification of the city's tax base and moderation of the city's debt burden and fixed costs. Factors leading to a downgrade include weakening tax base trends or socio-economic indices and sustained declines in liquidity or reserves.

FINANCIAL IMPLICATIONS

Finance Director Vacinek, in consultation with PFM, has prepared the \$2,310,000 bond issue to finance a majority (about 61%) of the 2016 improvement projects. The remaining project costs are financed with contributions from the city's enterprise funds and sales tax proceeds. The bonds meet the \$10 million qualified tax-exempt limits for 2016. The bond issue will reimburse for project costs incurred this year.

The estimated net bond proceeds correspond to the special assessment and city property tax levy being collected and/or levied over the next 12 years. About 77% of the debt service from the bond issue will be paid from special assessments to benefited property owners with the balance comprising of a property tax levy. The preliminary property tax levy requirement has been incorporated into the city's existing property tax levy cash flow. The project costs and financing is outlined in the attached Sources and Uses analysis.

Given the current interest rate environment, the city may receive a premium when the bonds are sold on November 15, similar to the 2015 bond issue. If the premium is substantial, the city may elect to reduce the par amount of the bonds, effectively reducing the amount borrowed, and use the proceeds from the premium to fund a portion of the improvements.

STAFF RECOMMENDATIONS

Upon receipt of Tuesday's bond sale results, Finance Director Vacinek will make a recommendation to the Council to adopt the attached resolution awarding the sale of the 2016 G.O. Improvement bonds to the low bidder.

COUNCIL ACTION REQUESTED

Adopt the attached Resolution 2016-089, accepting offer on the sale and issuance of \$2,310,000 G.O. Improvement Bonds, Series 2016.

2016 GO IMPROVEMENT BONDS AND PROJECT SOURCES AND USES ANALYSIS 10.13.2016

2016 GO IMPROVEMENT AND TAX INCREMENT BONDS ESTIMATED SOURCES AND USES OF FUNDS		
<u>ESTIMATED SOURCES</u>		Bond Proceeds Financing*
Par Amount of Bonds		
GO Improvement Bonds Par Amount of Bonds	<u>2,310,000</u>	
<u>ESTIMATED USES</u>		
Deposit to Construction Account	2,252,941	2,252,941
Estimated Underwriter's Discount	16,170	
Estimated Cost of Issuance	37,500	
Rounding Amount	<u>3,389</u>	
Total Estimated Uses	<u>2,310,000</u>	<u>2,252,941</u>

2016 PROJECT ESTIMATED SOURCES AND USES OF FUNDS**						
Project	ESTIMATED PROJECT USES	ESTIMATED PROJECT SOURCES				Financed by Bonds
		Enterprise Funds	Sales Tax	Special Assess	Tax Levy	
2016 Dellwood North	75,641	-	-	72,336	3,305	75,641
Golf Course Drive	1,373,536	-	510,600	862,936	-	862,936
Fairview Road	1,304,373	5,925	445,006	408,964	444,478	853,442
2016 Mill & Overlay	933,948	-	-	871,360	62,588	933,948
Totals	3,687,498	5,925	955,606	2,215,596	510,371	2,725,967
				less Prepaid Special Assessments		(473,026)
						<u>2,252,941</u>
				Proportion of Projects Financed with 2016 Bonds		61%

* The estimated \$2,252,941 of net bond proceeds deposited to the respective capital project construction funds corresponds to the approximate sum of the anticipated special assessments net of prepayments and debt service property tax levy for the various improvements. This figure represents the portions of the projects being financed with the 2016 bonds (~61%) after deducting for prepaid improvements and other city contributions not being financed with the bonds.

** Project Sources and Uses are estimated as of 10.11.16 when bonds were structured

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

HELD: November 15, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of City of Baxter, Minnesota, was duly called and held at the City Hall in the City on Tuesday, the 15th day of November, 2016, at 7:00 o'clock P.M.

The following members were present: Councilmembers

and the following were absent:

* * * * * * * * *

The Mayor announced that the next order of business was consideration of the issuance of the City's General Obligation Improvement Bonds, Series 2016, to be issued in the aggregate principal amount of \$2,310,000.

The City Finance Director presented a tabulation of the proposals that had been received. The proposals were as set forth in Exhibit A attached.

After due consideration of the proposals, Member _____ then introduced the following written resolution and moved its adoption:

RESOLUTION 2016-089

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
\$2,310,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2016

BE IT RESOLVED By the City Council of the City of Baxter, Crow Wing County, Minnesota (the "City") as follows:

BE IT RESOLVED By the City Council of the City of Baxter, Crow Wing County, Minnesota (the "City") as follows:

Section 1. Sale of Bonds.

1.01 Authorization. It is hereby determined that it is necessary and expedient for the City to issue \$2,310,000 General Obligation Improvement Bonds, Series 2016 (the "Bonds") pursuant to Minnesota Statutes, Chapters 429 (the "Act") to provide financing for various public street improvements in the City (the "Improvements"). The City is authorized by Minnesota Statutes, Section 475.60, subdivision 2(9) to negotiate the sale of the Bonds if the City has retained an independent financial adviser in connection with such sale. The City has retained Public Financial Management Financial Advisors as an independent financial adviser in connection with the sale of the Bonds.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the “Purchaser”) to purchase the Bonds is found and determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of \$2,310,000, plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2018	%	2022	%
2019		2023	
2020		2024	
2021		2025	

1.03. Purchase Contract. Any original issue premium and any rounding amount shall be credited to the Debt Service Fund hereinafter created, or deposited in the Construction Fund under Section 4.01 hereof, as determined by the City’s municipal advisor and the City Finance Director. The City Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds. The Mayor and City Clerk are authorized to execute a contract with the Purchaser on behalf of the City.

1.04 Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to Minnesota Statutes, Chapters 429 and 475 (the “Act”), in the total principal amount of \$2,310,000, originally dated the date of delivery, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018	\$ 100,000	2022	\$405,000
2019	565,000	2023	160,000
2020	430,000	2024	165,000
2021	395,000	2025	90,000

1.05. Optional Redemption. The City may elect on February 1, 2023, and on any day thereafter to prepay Bonds due on or after February 1, 2024. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2017, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine

and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Clerk, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in Section 3 with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form attached hereto as Exhibit B.

Section 4. Payment; Security; Pledges and Covenants.

4.01 Debt Service Fund. (a) The Bonds are payable from the General Obligation Improvement Bonds, Series 2016 Debt Service Fund (the "Debt Service Fund") hereby created,

and the proceeds of general taxes hereinafter levied (the “Taxes”), and special assessments (the “Assessments”) levied or to be levied for the Improvements are hereby pledged to the Debt Service Fund. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of Assessments and Taxes when collected. There is appropriated to the Debt Service Fund (i) any amount over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 and (ii) any accrued interest paid by the Purchaser upon closing and delivery of the Bonds.

(b) Construction Fund. The proceeds of the Bonds, less the appropriations made in paragraph (a), together with any other funds appropriated for the Improvements and Assessments collected during the construction of the Improvements will be deposited in a separate construction fund (the “Construction Fund”) to be used solely to defray expenses of the Improvements and the payment of principal and interest on the Bonds prior to the completion and payment of all costs of the Improvements. Any balance remaining in the Construction Fund after completion of the Improvements may be used to pay the cost in whole or in part of any other improvement instituted under the Act. When the Improvements are completed and the cost thereof paid, the Construction Fund is to be closed and subsequent collections of Assessments for the Improvements are to be deposited in the Debt Service Fund.

4.02. City Covenants. The City hereby covenants with the holders from time to time of the Bonds as follows:

(a) It is hereby determined that the Improvements will directly and indirectly benefit abutting property, and that at least 20% of the costs of the Improvements to the City will be paid by Assessments. The City has caused or will cause the Assessments for the Improvements to be promptly levied so that the first installment will be collectible not later than 2015 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and Taxes, the City Council will levy ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing: receipts and disbursements in connection with the Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

4.03. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrepealable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as follows (year stated being year of collection):

<u>Year</u>	<u>Levy</u>
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(See EXHIBIT C)

It is hereby determined that the estimated collections of Assessments and the foregoing Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

4.04. Certification to County Auditor as to Debt Service Fund Amount. The tax levy herein provided is irrepealable until all of the Bonds are paid, provided that at the time the City makes its annual tax levy the City Finance Director may certify to the County Auditor of Crow Wing County the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.05. County Auditor's Certificate as to Registration and Tax Levy. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor of Crow Wing County and to obtain their certificates required by Minnesota Statutes, Section 475.63, that the Bonds have been entered in their register and the tax levy required by law has been made.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02 Certification as to Official Statement. The Mayor and City Clerk are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor and City Clerk are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Clerk shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

Section 6. Tax Covenant.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or facilities financed by the Bonds or to cause or permit them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.03. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2016 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2016 have been designated for purposes of Section 265(b)(3) of the Code.

6.04 No Rebate Required. (a) The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

(b) For purposes of qualifying for the small-issuer exception to the federal arbitrage rebate requirements, the City finds, determines and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities of the City) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar,) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of

Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate will not be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

8.02. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and City Clerk and

dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all Bonds and all interest thereon, have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted this 15th day of November, 2016.

EXHIBIT A - PROPOSALS (to be presented)

EXHIBIT B
FORM OF BOND

No. R- _____

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF CROW WING
CITY OF BAXTER

GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2016

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December 15, 2016	071855

Registered Owner: Cede & Co.

The City of Baxter, Minnesota, a duly organized and existing municipal corporation in Crow Wing County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing August 1, 2017, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, St. Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2023, and on any day thereafter to prepay Bonds due on or after February 1, 2024. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$2,310,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on November 15, 2016 (the "Resolution"), for the purpose of providing money to finance the construction of various public improvements pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, and the principal hereof and interest hereon are payable from special assessments levied against property specially benefited by local improvements and from ad valorem taxes as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy ad valorem taxes on all taxable property in the City, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C
TAX LEVY SCHEDULE

<u>Collection Year</u>	<u>Levy Amount</u>
2017	\$
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2023	
2024	

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

I, the undersigned, being the duly qualified and acting City Clerk of the City of Baxter, Crow Wing County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on November 15, 2016 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of \$2,310,000 General Obligation Improvement Bonds, Series 2016 of the City.

WITNESS my hand officially as such City Clerk this 15th day of November, 2016.

 Kelly Steele, Interim Administrator/ City Clerk

STATE OF MINNESOTA
COUNTY OF CROW WING

COUNTY AUDITOR'S
CERTIFICATE AS TO
TAX LEVY AND REGISTRATION

I, the undersigned County Auditor of Crow Wing County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Baxter, Minnesota, on November 15, 2016, levying taxes for the payment of \$2,310,000 General Obligation Improvement Bonds, Series 2016, of said City dated December 15, 2016, has been filed in my office and said bonds have been entered on the register of obligations in my office and that the taxes specified in the Resolution have been levied as required by law.

WITNESS my hand this _____ day of _____, 2016.

County Auditor
Crow Wing County, Minnesota

REQUEST FOR COUNCIL ACTION

11/15/16

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

Item Description: Adopt Resolution 2016-090, Setting the Final Special Assessment Terms and Interest Rate on the 2016 Improvements

BACKGROUND

Earlier this year, the city initiated the following improvement projects: 2016 Mill and Overlay, Fairview Road, 2016 Dellwood Drive North, and Golf Course Drive. The projects' special assessments were adopted before the bonds financing the projects were sold. Per the city's adopted special assessment policy, the interest rate on special assessments financed with the issuance of city debt for non-developer requested projects is set at one and one-half (1.5%) percent (150 basis points) greater than the True Interest Cost (TIC) Rate of the bond issue.

As a result, the assessment interest rate was not finalized for the 2016 projects' special assessments. **With the bond sale scheduled for Tuesday, November 15, the assessment interest rate will be determined. At that time, the highlighted areas of the attached resolution will be updated with the known interest rates prior to Tuesday evening's Council meeting.** Similar to other projects' special assessments in prior years, the records of assessment will be updated and mailed to the affected property owners.

FINANCIAL IMPLICATIONS

The special assessment interest rate is tied to the bond interest rate in order to insure adequate cash flow when the City is unable to reinvest assessment prepayments at an interest rate sufficient to meet the interest cost of debt. It is also set at 1.5% percent greater than the bond TIC to recover a portion of the bond issuance costs incurred to finance the special assessments, cover a portion of the costs related to the ongoing special assessment payment administration, and assist when the city experiences problems with collection of payments and delinquencies.

The initial assessment interest rate was established at 4.75%, based upon an estimated bond TIC rate of 3.25%. The 3.25% TIC was determined by bond rates in effect earlier this year and accounted for timing of when the city anticipated issuing debt later in the year. Based upon the current municipal bond market (prior to the recent election), it is anticipated the 3.25% bond TIC is higher than the actual results may be on Tuesday. Municipal bond rates generally have remained lower in the last six months. In addition, the bonds were structured over a shorter eight year term rather than twelve years which should result in a lower rate.

The cost to excavate and dispose of potential contaminated materials in a storm water pond, unique to the Fairview Road project, were estimated initially for the project. The costs were included in the special assessment and city contribution as a precaution due to the unknown extent soil remediation may have been discovered once the project started. Due to the unique nature specific to certain parcels and the unknown costs, it was communicated to the property owner an adjustment would be made if it later was determined remediation was not required.

Upon subsequent investigation after the project commenced and the assessments were levied, it was determined the remediation was not necessary. Therefore, the unique costs were not incurred on the project, resulting in an \$8,396.72 reduction for the parcels' share of the storm water assessments.

STAFF RECOMMENDATION

Finance Director Vacinek recommends adopting the attached resolution, with the actual interest rates inserted, to set the special assessment terms and interest rate based upon the results of the November 15, 2016 bond sale, per the city's assessment policy.

COUNCIL ACTIONS REQUESTED

Adopt Resolution 2016-090, setting the final special assessment terms and interest rate on the 2016 improvement projects

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

HELD: November 15, 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 15th day of November, 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. 2016-090

**RESOLUTION SETTING THE FINAL SPECIAL ASSESSMENT
TERMS AND INTEREST RATE ON THE 2016
IMPROVEMENT PROJECTS**

WHEREAS, the City of Baxter initiated street and utility improvements in 2016 for Fairview Road, Golf Course Drive, 2016 Dellwood Drive North, and various streets as part of the 2016 Mill and Overlay project ("Projects");

WHEREAS, the Projects are being funded with various revenue sources, including special assessments against the benefiting adjacent parcels;

WHEREAS, the City is in the process of issuing General Obligation Improvement Bonds, Series 2016 ("2014 Bonds") to finance a portion of the Projects;

WHEREAS, per the City's adopted special assessment policy, the special assessment interest rate ("Rate") applied to special assessments for non-developer requested projects financed by the issuance of debt shall be one and one-half percent (1.5%) greater than the True Interest Cost (TIC) Rate of the bond issue in order to insure adequate cash flow when the City is unable to reinvest assessment prepayments at an interest rate sufficient to meet the interest cost of debt, when the City experiences problems of payment collection delinquencies, and to cover a portion of the bond issuance costs;

WHEREAS, the special assessments for the Projects were adopted earlier this year before the 2016 Bonds were issued and the 2016 Bonds are scheduled to be sold on November 15, 2016 and the Rate will be known at that time; and

WHEREAS, in conjunction with the Fairview Road improvements, estimated costs to excavate and dispose of potential contaminated materials in a storm water pond, unique to the project, were included in the special assessment and city contribution as a precaution due to the unknown extent soil remediation may have been necessary and it was communicated to the property owner an adjustment would be made if it was determined remediation was not required;

WHEREAS, upon investigation after the project was underway and after the assessment was levied, it was determined the unique remediation costs were not necessary to the project, the specific unique costs of which were limited to the certain parcels, and an adjustment is warranted.

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

Based upon the [redacted] % TIC of the 2016 Bonds, the City Council hereby sets the Rate for the Project's special assessments at [redacted] %, reduces the Fairview Project storm water pond special assessments to parcels 020123200SA0009 and 03116000007B009 by \$3,339.04 and \$5,057.68, respectively, and authorizes the City Finance Director to certify the records of assessment for the 2016 improvement projects to the Crow Wing County Auditor for collection with the property taxes, beginning with the first installment in 2017.

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 15th day of November 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 setting the special assessment terms and interest rate for the 2016 improvement projects, in said City.

WITNESS my hand as such Clerk of said City this 15th day of November, 2016.

Kelly Steele
Interim City Administrator/City Clerk