



UTILITY COMMISSION AGENDA
Wednesday, March 2, 2016
5:30 p.m.

1. **Meeting Called to Order**

2. **Roll Call**

3. **Consent Agenda**

The following items are considered non-controversial by staff and are recommended to be read and passed in one motion. Any commission member, 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 will be passed in one motion:

- A) Approval of Minutes from February 3, 2016 (pp. 4 – 19).

Agenda

4. 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project Partial Pay Estimate No. 4 (pp. 20 – 21).
**Staff recommends the Utilities Commission make a motion to City Council to approve the R. L. Larson Excavating Partial Pay Estimate No. 4 in the amount of \$15,634.69 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project.*
5. WSN Proposal for Engineering Services Isle Drive Office Park Stormwater Management Plan Update (pp. 22 – 28).
**Staff recommends the Utilities Commission make a motion to City Council to approve the WSN Proposal for Engineering Services for Isle Drive Office Park Stormwater Management Plan Update in the Not to Exceed Amount of \$4,250.00.*
6. WSN Mill and Overlay Improvements Project Monthly Update (pp. 29 – 33).
**Staff recommends the Utilities Commission set a Special Meeting on Wednesday, March 16 at 5:33 p.m.*
7. WSN Stormwater Maintenance Plan for Ditch Cleaning on Dellwood Drive and T.H. 210 (pp 34 – 37).
**Comments on Maintenance Plan.*

8. WSN Draft Feasibility Report for the Crow Wing County 2016 Dellwood Drive Reconstruction Project (pp. 38 – 44).
**Staff recommends the Utilities Commission make a motion to City Council to approve the WSN Feasibility Report for the Crow Wing County 2016 Dellwood Drive Reconstruction Project.*
9. 2016 Fairview Road Improvements Project Monthly Update (pp. 45 – 50).
10. 13179 Homestead Drive Conditional Use Permit (pp. 51 – 54).
**Staff recommends advising the Planning & Zoning Commission that the Utilities Commission recommends approval of the Conditional Use Permit with a condition that an agreement is in place regarding the existing four water and sanitary sewer stubs, three water and sanitary sewer deferments and future assessments must be in place before the building permit is issued.*
11. 6245 Paris Road Administrative Subdivision & Conditional Use Permit (pp. 55 – 57).
**Staff recommends advising the Planning & Zoning Commission that the Utilities Commission recommends approval of the Administrative Subdivision of 6245 Paris Road with a condition that an assessment agreement for future assessments is recorded against the platted lot.*
12. 14540 Dellwood Drive Conditional Use Permit and WSB Traffic Memo (pp. 58 – 84).
**Staff recommends advising the Planning & Zoning Commission that the Utilities Commission recommends approval with the following conditions:*
13. City Land Sale for the Northland Arboretum Land Sale to have a sign located at the corner of Conservation Drive and Excelsior Road (pp. 85 – 96).
** Comments to City Council*
14. Bolton & Menk 2016 Golf Course Drive Improvement Project – Design Drive Storm Sewer Re-Route (pp. 97 – 102).
15. WSN Agreement for Professional Engineering Services for the North Inglewood Drive Area Improvements Feasibility Report (pp. 103 – 108).
** Staff recommends the Utilities Commission make a motion to City Council to approve the WSN Agreement for Professional Engineering Services for the North Inglewood Drive Area Improvements Feasibility Report in the Not to Exceed amount of \$5,000.00.*
16. Department of Transportation Notice of Annual Distribution (pp. 109 – 115).
**Information only.*
17. TKDA Fixed Network Water Meter Replacement Project Plans and Specifications (pp. 116 - 126).

**Information only. The City Council took action at the February 2 council meeting. Bid opening was on Friday, February 26, 2016.*

18. Set Special Meeting Request for March 16, 2016. Requested Items on Agenda:
 - A. 2016 Mill and Overlay Improvements Plans & Specifications Review & Recommendation
 - B. 2016 Fairview Road and Trail Plans & Specifications Review & Recommendation
 - C. 2016 Excelsior Road, Edgewood Drive and Fairview Road Roundabout and Bike Lane Design Feasibility Report
 - D. Fixed Network Water Meter Replacement Project Bids

19. Adjourn.

UTILITIES COMMISSION
February 3, 2016

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

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

MEMBERS ABSENT: Council Liaison Mark Cross.

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

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

APPROVAL OF MINUTES

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

PROGRESSIVE CONSULTING ENGINEER'S WATER TREATMENT PLANT STUDY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2016 Improvements

1. Install a Floating Decanter in the Recycle Basin

Capital	\$20,000.00
Engineering	\$ 5,000.00
Total	\$25,000.00

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

Capital	\$30,000.00
Engineering	\$12,000.00
Total	\$42,000.00

2017 Improvements

1. Replace Existing Concrete Flumes

Capital	\$200,000.00
Engineering	\$ 50,000.00
Total	\$250,000.00

2. Plant Pilot Study

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

2017 and Beyond Improvements after recommendation from 2017 Pilot Study

1. Install Plate Settlers and Sludge Removal System

Capital	\$550,000.00
Engineering	\$100,000.00
Total	\$650,000.00

2. Densa Deg Clarifier

Capital	\$1.2 – 1.8 million
Engineering	\$200,000.00
Total	\$1.4 – 2.0 Million

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

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

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

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

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

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

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

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

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

LIFT STATION NO. 8 RECONSTRUCTION PLANS AND SPECIFICATIONS

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

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

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

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

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

BOLTON & MENK PAVEMENT MANAGEMENT PROGRAM PRESENTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOLTON & MENK 2016 PAVEMENT MANAGEMENT ENGINEERING CONTRACT

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

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

BOLTON & MENK 206 CHIP SEALING PLANS, QUANTITIES & SPECIFICATIONS

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

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

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

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

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

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

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

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

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

The following scope of services and costs are listed below:

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

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

EXCELSIOR ROAD IMPROVEMENT PROJECT PARTIAL PAY ESTIMATE NO. 7

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

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

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

Commissioner Franzen inquired on how this occurred when there is an inspector for the project. Mr. Hedlund stated that unfortunately it was not caught during construction of the project. Commissioner Franzen inquired if there would be any additional cost for the repair since he felt the City should not be the responsible party. Mr. Hedlund stated that at this time it will be treated as a warranty issue.

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

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

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

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

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

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

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

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

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

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

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

CROW WING COUNTY 2017 CSAH 48 PROJECT UPDATE

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

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

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

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

WSN understands the project will consist of the following improvements:

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

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

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

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

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

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

WSN ENGINEERING PROPOSAL FOR LONG RANGE & SANITARY SEWER MAPPING UPDATE

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

The proposal includes the following anticipated tasks:

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

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

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

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

WSN MEMO YEAREND 2015 ROAD STATUS UPDATE AND MSAS MILEAGE CERTIFICATION

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

WSN MEMO – HOLIDAY STATION STORE GROUND WATER CONTAMINATION

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

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

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

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

2015 PAUL BUNYAN TRAIL BRIDGE INSPECTION

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

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

5-YEAR CAPITAL IMPROVEMENTS PLAN AND MAP

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

TKDA FIXED NETWORK WATER METER REPLACEMENT PROJECT PLANS AND SPECIFICATIONS

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

WHISKEY CREEK SUBWATERSHED REPORTS

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

FRANCHISE FEES UPDATE

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

WASTEWATER TREATMENT PLANT CHARGES FOR DECEMBER 2015

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

ADJOURNMENT

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

Approved by:

Submitted by,

Rock Yliniemi
Chairman

Mary Haugen
Administrative Assistant

**PARTIAL PAYMENT ESTIMATE
NUMBER 4**

Name of Contractor:	R.L. Larson Excavating, Inc. 2255 12th Street SE St Cloud, MN 56304	Dates of Estimate:	11/8/15 12/5/16
Name of Owner:	City of Baxter PO Box 2628 Baxter, MN 56425	Original:	See Agreement
Date of Completion:	Amount of Contract:	Original:	\$1,530,029.37
Revised:		Revised:	

Description of Project:
2018 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	0.62	ACRE	\$5,000.00	\$2,800.00			0.65	\$3,280.00
2101.502	CLEARING	58	TREE	\$160.00	\$9,700.00			66	\$10,600.00
2101.505	GRUBBING	0.52	ACRE	\$5,000.00	\$2,600.00			0.66	\$3,280.00
2101.507	GRUBBING	68	TREE	\$160.00	\$8,700.00			62	\$9,300.00
2104.501	REMOVE SEWER PIPE (STORM)	22	LIN FT	\$10.00	\$220.00			27	\$670.00
2104.501	REMOVE WATER SERVICE PIPE	20	LIN FT	\$10.00	\$200.00			30	\$300.00
2104.601	REMOVE CURB AND GUTTER	76	LIN FT	\$5.00	\$380.00			187	\$685.00
2104.606	REMOVE BITUMINOUS PAVEMENT	16266	SQ YD	\$1.80	\$29,278.80			16271	\$29,287.80
2104.506	REMOVE CONCRETE DRIVEWAY PAVEMENT	49	SQ YD	\$6.00	\$294.00			172	\$1,032.00
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	2	\$80.00	15	\$375.00
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
2104.611	SAWING CONCRETE PAVEMENT (FULL DEPTH)	441	LIN FT	\$5.00	\$2,205.00	10	\$80.00	37	\$185.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	330	LIN FT	\$3.00	\$990.00			782	\$2,346.00
2104.521	SALVAGE FENCE	357	LIN FT	\$10.00	\$3,570.00			67	\$670.00
2104.523	SALVAGE SIGN	20	EACH	\$25.00	\$500.00			20	\$500.00
2104.523	SALVAGE HYDRANT & VALVE	2	EACH	\$425.00	\$850.00			2	\$850.00
2104.523	SALVAGE PIPE APRON	2	EACH	\$100.00	\$200.00			2	\$200.00
2105.501	COMMON EXCAVATION (P)	7812	CU YD	\$10.00	\$78,120.00			8847	\$88,470.00
2105.505	MUCK EXCAVATION	1000	CU YD	\$10.00	\$10,000.00			1000	\$10,000.00
2105.522	COMMON BORROW (CV)	7181	CU YD	\$9.40	\$67,595.40			8851	\$65,330.40
2105.601	DEWATERING	0.95	LUMP SUM	\$82,000.00	\$82,000.00	0.06	\$3,100.00	1	\$82,000.00
2118.501	AGGREGATE SURFACING CLASS 5	26	TON	\$20.00	\$520.00				
2123.501	COMMON LABORERS	30	HOUR	\$85.00	\$2,550.00				
2123.503	MOTOR GRADER	20	HOUR	\$170.00	\$3,400.00				
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	82	HOUR	\$100.00	\$8,200.00				
2130.501	WATER	100	M GALLON	\$30.00	\$3,000.00				
2211.501	AGGREGATE BASE CLASS 5	173	TON	\$20.00	\$3,460.00				
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	4304	CU YD	\$17.00	\$73,168.00			4079	\$69,343.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	5421	TON	\$35.00	\$189,735.00			4488	\$157,440.00
2501.514	18" RC PIPE CULVERT	112	LIN FT	\$34.50	\$3,864.00			128	\$4,416.00
2501.516	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
2503.541	12" RC PIPE SEWER DES 3006 CL V	1203	LIN FT	\$28.00	\$33,684.00			1158	\$32,424.00
2503.541	15" RC PIPE SEWER DES 3006 CL V	788	LIN FT	\$30.00	\$23,640.00			617	\$18,510.00
2503.541	18" RC PIPE SEWER DES 3006 CL III	678	LIN FT	\$32.00	\$21,696.00			780	\$24,960.00
2503.502	CONNECT TO EXISTING SANITARY SEWER	1	EACH	\$900.00	\$900.00			1	\$900.00
2503.502	CONNECT TO EXISTING MANHOLES (SAN)	1	EACH	\$2,400.00	\$2,400.00			1	\$2,400.00
2504.502	ADJUST VALVE BOX	2	EACH	\$200.00	\$400.00			4	\$1,600.00
2504.502	CONNECT TO EXISTING SEWER SERVICE	3	EACH	\$450.00	\$1,350.00			2	\$1,020.00
2504.502	CONNECT TO EXISTING WATER SERVICE	6	EACH	\$510.00	\$3,060.00			2	\$1,020.00
2503.503	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	2770	LIN FT	\$1.25	\$3,462.50	2778	\$3,472.50	2778	\$3,472.50
2503.503	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	778	LIN FT	\$1.25	\$972.50	1019	\$1,273.75	1019	\$1,273.75
2504.502	CONNECT TO EXISTING WATER MAIN	2	EACH	\$950.00	\$1,900.00			4	\$3,800.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	55.13	LIN FT	\$425.00	\$23,430.25			51.63	\$21,842.75
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	32.71	LIN FT	\$250.00	\$8,177.50			32.71	\$8,177.50
2506.516	CASTING ASSEMBLY	20	EACH	\$750.00	\$15,000.00			20	\$15,000.00
2506.522	ADJUST FRAME AND RING CASTING	9	EACH	\$350.00	\$3,150.00			9	\$3,150.00
2508.502	CONNECT INTO EXISTING STORM SEWER	1	EACH	\$500.00	\$500.00			1	\$500.00
2508.502	CONSTRUCT CONTROL STRUCTURE A	1	EACH	\$2,800.00	\$2,800.00			0.75	\$2,100.00
2511.501	RANDOM RIPRAP CLASS III	81.4	CU YD	\$85.00	\$6,919.00			33	\$2,145.00
2511.515	GEOTEXTILE FILTER TYPE IV	227	SQ YD	\$2.00	\$454.00			118	\$232.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	7110	LIN FT	\$16.00	\$113,760.00			7456	\$119,280.00
2531.503	CONCRETE MEDIAN	93	SQ YD	\$75.00	\$6,975.00			107	\$8,025.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	183	SQ YD	\$55.00	\$10,065.00			308	\$16,940.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	135	SQ YD	\$80.00	\$10,800.00			160	\$12,800.00
2531.504	6" CONCRETE VALLEY GUTTER	114	SQ YD	\$65.00	\$7,410.00			121.1	\$7,876.50
2531.618	TRUNCATED DOMES	164	SQ FT	\$40.00	\$6,560.00			206	\$8,240.00
2540.502	MAIL BOX SUPPORT	15	EACH	\$125.00	\$1,875.00	15	\$1,875.00	15	\$1,875.00
2540.502	TEMPORARY POSTAL SERVICE	15	EACH	\$100.00	\$1,500.00			15	\$1,500.00
2557.503	INSTALL FENCE	347	LIN FT	\$20.00	\$6,940.00				
2563.501	TRAFFIC CONTROL	1	LUMP SUM	\$8,000.00	\$8,000.00			0.95	\$7,600.00
2564.502	INSTALL SIGN	20	EACH	\$50.00	\$1,000.00	20	\$1,600.00	20	\$1,600.00
2564.502	INSTALL SIGN PANEL TYPE C	13	EACH	\$105.00	\$1,365.00	60	\$6,300.00	60	\$6,300.00
2564.502	FURNISH TYPE C SIGN	22	EACH	\$150.00	\$3,300.00	60	\$9,000.00	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			13	\$2,925.00
2573.535	STABILIZED CONSTRUCTION EXIT	8	EACH	\$500.00	\$4,000.00			6	\$3,000.00
2573.550	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$1,500.00	\$1,500.00			0.625	\$937.50
2573.602	CULVERT END CONTROLS	2	EACH	\$250.00	\$500.00				
2574.508	FERTILIZER TYPE 1	693	POUND	\$1.00	\$693.00	150	\$150.00	800	\$800.00
2574.625	COMMON TOPSOIL BORROW	2452	CU YD	\$0.01	\$24.52			2291	\$22.91
2575.501	SEEDING	6.5	ACRE	\$800.00	\$5,200.00	0.7	\$560.00	3.3	\$2,640.00
2575.502	SEED MIXTURE 22-111	163	POUND	\$4.00	\$652.00			180	\$720.00
2575.502	SEED MIXTURE 25-191	732	POUND	\$3.00	\$2,196.00	210	\$630.00	1010	\$3,030.00
2575.502	SEED MIXTURE 33-361	14	POUND	\$60.00	\$840.00			17.5	\$1,050.00
2575.505	SODDING TYPE LAWN	9835	SQ YD	\$4.50	\$44,257.50	3687	\$16,591.50	6047	\$38,211.60
2575.511	MULCH MATERIAL TYPE 3	8	TON	\$425.00	\$3,400.00				

2576.519	DISK ANCHORING	4.1	ACRE	\$200.00	\$820.00				
2575.523	EROSION CONTROL BLANKETS CATEGORY 3	4854	SQ YD	\$2.00	\$9,908.00				
2575.582	HYDRAULIC MATRIX TYPE MULCH	3180	POUND	\$1.30	\$4,134.00	2907	\$3,779.10	6107	\$7,935.10
2882.501	PAVEMENT MESSAGE-PAINT	13	EACH	\$50.00	\$650.00	1	\$50.00	13	\$650.00
2882.502	4" SOLID LINE WHITE-PAINT	715	LIN FT	\$0.30	\$214.50			417	\$125.10
2882.502	6" SOLID LINE WHITE-PAINT	7465	LIN FT	\$0.34	\$2,538.10			3014	\$1,024.76
2582.502	4" SOLID LINE YELLOW-PAINT	1628	LIN FT	\$0.30	\$488.40			281	\$84.30
2582.502	12" SOLID LINE YELLOW-PAINT	137	LIN FT	\$2.50	\$342.50	35	\$87.50	139	\$347.50
2582.502	4" BROKEN LINE YELLOW-PAINT	816	LIN FT	\$0.30	\$244.80			230	\$69.00
2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	2276	LIN FT	\$0.60	\$1,365.50			1717	\$1,030.20
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	188	LIN FT	\$22.00	\$4,082.00			314	\$6,908.00
2611.4A	10" PVC WATERMAIN PIPE	1384	LIN FT	\$25.00	\$34,600.00			1383	\$34,675.00
2611.4A	12" PVC WATERMAIN PIPE	1191	LIN FT	\$28.50	\$33,943.50			1259	\$35,881.50
2611.4A	1" POLYETHYLENE SERVICE PIPE	48	LIN FT	\$13.00	\$624.00			20	\$260.00
2611.4A	1.5" POLYETHYLENE SERVICE PIPE	634	LIN FT	\$13.00	\$8,242.00			935	\$12,155.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	5	EACH	\$1,150.00	\$5,750.00			6	\$6,900.00
2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	2	EACH	\$1,575.00	\$3,150.00			4	\$8,300.00
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	\$855.00	\$11,790.00			24	\$15,720.00
2611.4D	1" CURB STOP & BOX	3	EACH	\$305.00	\$1,805.00			1	\$695.00
2611.4D	1.5" CURB STOP & BOX	18	EACH	\$780.00	\$13,860.00			24	\$18,240.00
2611.4E	HYDRANT	5	EACH	\$4,050.00	\$20,250.00			5	\$20,250.00
2611.4G	INSTALL HYDRANT & VALVE	2	EACH	\$1,440.00	\$2,880.00			2	\$2,880.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	3675	POUND	\$1.75	\$6,431.25			5140	\$8,995.00
2611.4J	HYDRANT EXTENSION (12")	1	EACH	\$585.00	\$585.00	1	\$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)	978	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	\$48,485.00
2621.4B	SANITARY SEWER MANHOLE, MNDOT DESIGN 4007C	10	EACH	\$2,200.00	\$22,000.00			10	\$22,000.00
2621.4B1	MANHOLE EXCESS DEPTH	14.95	LIN FT	\$100.00	\$1,495.00			14.95	\$1,495.00
2621.4F	4" PVC SERVICE PIPE (SCH 40)	24	LIN FT	\$80.00	\$1,920.00			38	\$3,040.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	802	LIN FT	\$15.00	\$12,030.00			998	\$14,970.00
2621.4G	8" X 6" PVC WYE	7	EACH	\$570.00	\$3,990.00			11	\$6,270.00
2621.4G	10" X 8" PVC WYE	11	EACH	\$890.00	\$7,990.00			13	\$8,970.00
ALTERNATE BID A									
2101.501	CLEARING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2101.508	GRUBBING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2105.801	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	6	HOUR	\$160.00	\$960.00				
2573.802	SILT FENCE, TYPE MS	50	LIN FT	\$2.50	\$125.00				
2574.805	FERTILIZER TYPE 1	27	POUND	\$1.00	\$27.00				
2574.925	COMMON TOPSOIL BORROW	49	CU YD	\$20.00	\$980.00				
2675.801	SEEDING	0.1	ACRE	\$800.00	\$80.00				
2675.802	SEED MIXTURE 25-131	27	POUND	\$3.00	\$81.00				
2575.505	SODDING TYPE LAWN	116	SQ YD	\$4.50	\$522.00				
2575.582	HYDRAULIC MATRIX TYPE MULCH	142	POUND	\$8.00	\$1,136.00				
2600.4D	INSULATION (4' x 8' x 2" THICK)	6.3	SQ YD	\$20.00	\$126.00			3.5	\$70.00
2611.4A	6" PVC WATERMAIN PIPE	6	LIN FT	\$47.00	\$282.00			7	\$329.00
2611.4A	8" PVC WATERMAIN PIPE	176	LIN FT	\$25.00	\$4,375.00			116	\$2,900.00
2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	865	LIN FT	\$53.00	\$45,845.00			309	\$16,377.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	1	EACH	\$1,200.00	\$1,200.00	-613.00	(\$32,489.00)	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
TOTAL:				\$1,530,029.37		\$16,665.35		\$1,484,489.92	

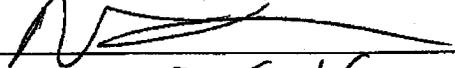
	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$16,665.35	\$1,484,489.92
AMOUNT RETAINED	\$1,030.85	\$109,055.59
RETAINAGE RELEASED		
PREVIOUS PAYMENTS		\$1,359,739.64
AMOUNT DUE	\$15,634.69	\$15,634.69

Estimated Percentage Completed: **87.0%**

CONTRACTOR'S CERTIFICATION:

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

CONTRACTOR: **R.L. LARSON EXCAVATING, INC.**

BY: 
 Date: **2-15-16**

APPROVED BY CITY OF BAXTER:

BY: **Kelly Steele, Assistant City Administrator / City Clerk**
 Date: _____

APPROVED BY CITY OF BAXTER:

BY: **Danel 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: **WIDBETH SMITH NOLTING**

BY: **Aric Welch, P.E.**
 Date: _____

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY: _____
 Date: _____



February 24, 2016

Trevor Walter
Public Works Director/City Engineer
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: Proposal for Engineering Services
Isle Drive Office Park Stormwater Management Plan Update
Baxter, MN**

Dear Mr. Walter:

In response to your request, we are pleased to present our proposal to update the Stormwater Management Plan for the Isle Drive Office Park area. It is our understanding the City would like to update the original plan from 2006 (see attached) to accommodate the development in the area since the plan was completed. The plan will also include preliminary stormwater management layouts for future road extensions and development.

Our proposed scope of services is as follows:

- Meet with City staff to define the study area and identify the study parameters.
- Research and gather existing information for the study area.
- Update the existing basemap using available property record drawings, aerial photos and topography information.
- Re-delineate the drainage areas within the defined study area.
- Visit the study area to ground truth and confirm the delineation.
- Calculate the 100-year stormwater runoff volumes.
- Define stormwater outlet locations.
- Layout necessary storm sewer piping and ditching improvement options.
- Coordinate outlet locations and piping/ditching alignments with future roadway improvements.
- Compile and summarize findings in a Stormwater Management Plan.
- Present the report to the Utilities Commission and Council.

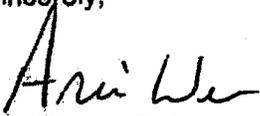
WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the Not to Exceed amount of \$4,250. We proposed to have documents completed within 30 days of the notice to proceed.

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.

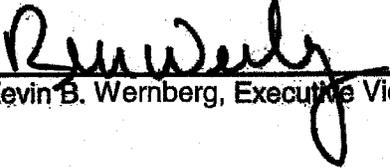
We realize this is an important project to the City and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City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


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 attached 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

WIDSETH SMITH NOLTING



2016 FEE SCHEDULE

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

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

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

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

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

General Provisions of Professional Services Agreement

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

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

ARTICLE 1. PERIOD OF SERVICE

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

ARTICLE 2. SCOPE OF SERVICES

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

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

ARTICLE 3. COMPENSATION TO WSN

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

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

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



Engineering | Architecture | Surveying | Environmental

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 RFIs are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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

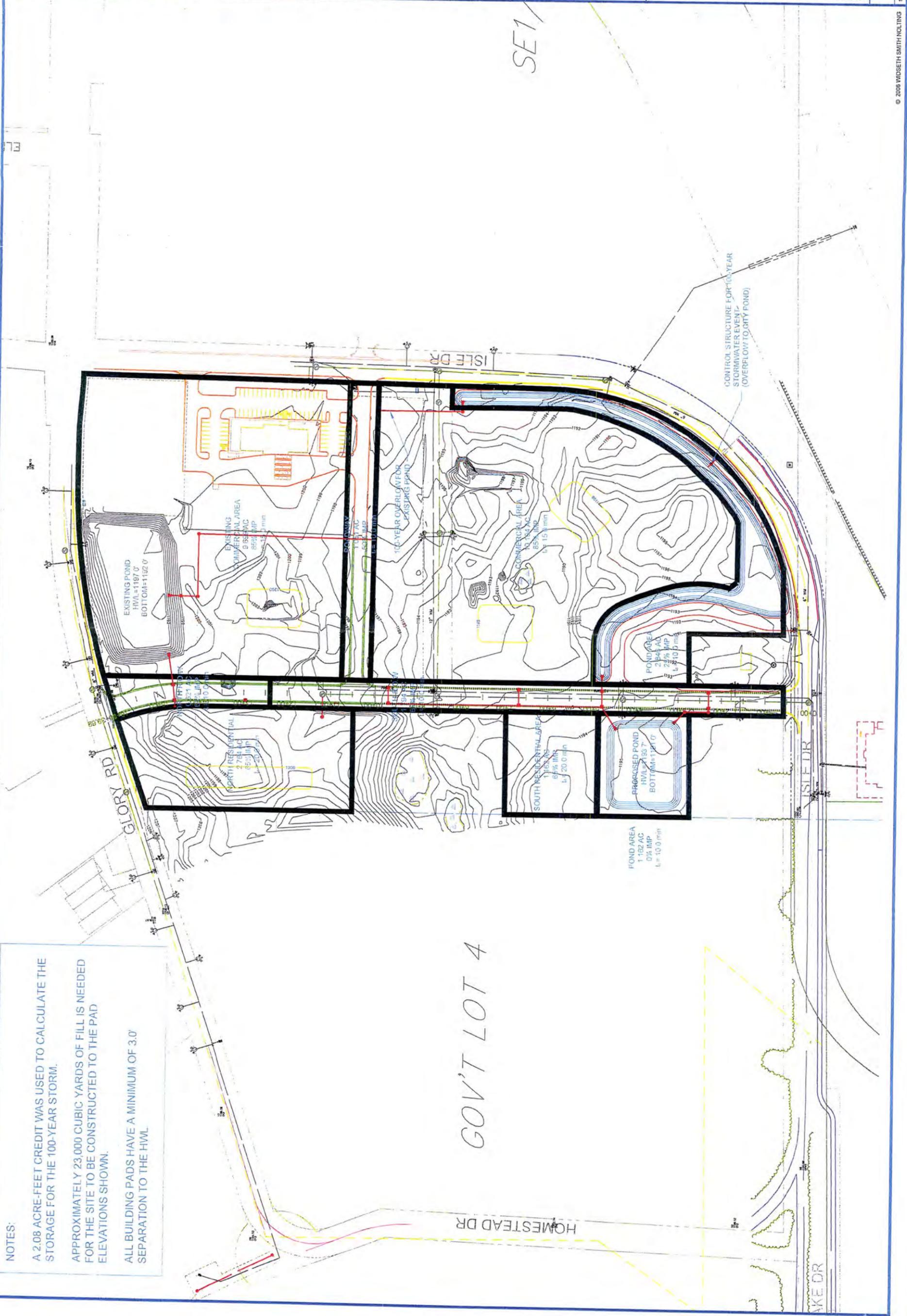
ENGINEERS ADVISORS
ARCHITECTS
LAND SURVEYORS
ENVIRONMENTAL SERVICES
WWW.WSML.COM



DATE: SEPTEMBER 2006	SCALE: AS SHOWN	CHECKED BY: A.L.W.	JOB NUMBER: 152B011
DATE: _____	REVISIONS DESCRIPTION:	BY: _____	DATE: _____
I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.			
LIC. NO. 44599			

ISLE DRIVE OFFICE PARK STORMWATER PLAN
NAVALTUS LAND COMPANY
BAXTER, MINNESOTA

SHEET NO. 1 OF 2



NOTES:
A 2.08 ACRE-FEET CREDIT WAS USED TO CALCULATE THE STORAGE FOR THE 100-YEAR STORM.
APPROXIMATELY 23,000 CUBIC YARDS OF FILL IS NEEDED FOR THE SITE TO BE CONSTRUCTED TO THE PAD ELEVATIONS SHOWN.
ALL BUILDING PADS HAVE A MINIMUM OF 3.0' SEPARATION TO THE HWL



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MEMO

Date: February 24, 2016
To: **Baxter Utilities Commission**
From: Aric Welch
Cc: Trevor Walter
Gordon Heitke
Project Name: 2016 Mill and Overlay, FDR and Turn Lane Improvements
Project No.: 0102B0379.000
Subject: **Project Update**

Summary of Work Completed to Date

A project kick off meeting was held with City staff on January 22, 2016. During the meeting several design details and issues were discussed. A copy of the meeting minutes is attached for your review.

City staff has been working on checking the condition of manholes and gate valves. All manholes and storm structures have been checked and information has been passed to the engineer. All but two of the existing water gate valves have been checked. The remaining two valves could not be checked because ice inside the valve box prevented them from being keyed.

With the recent snowfall events, it has been difficult to schedule Braun to complete the Ground Penetrating Radar (GPR) investigation. The streets need to be clean and dry to obtain accurate results and City staff has been working to assist with cleaning of the roadways. Braun has been scheduled to complete the work on several occasions but we have had to reschedule because of weather. Braun is currently scheduled to complete GPR on Friday February 26th. Results of the GPR should be available within about five days. The coring study will follow with coring locations determined by the GPR results.

Work on the feasibility report and design is about 80% complete. We are awaiting the results of the GPR to verify the pavement rehabilitation recommendations prior to finalizing the report and plans.

Project Schedule

The schedule has slipped a bit due to the weather and inability to complete the GPR investigation. To keep the project on schedule, we are requesting a special Utilities Commission meeting on March 16, 2016 to review the feasibility report. A copy of the revised schedule with the special Utilities Commission meeting in March is attached for your review. The special meeting should allow us to keep the original planned bidding and construction start dates.

**Project Kick Off Meeting
2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Construction
WSN 0102B0379.000**

January 22, 2016

The following are minutes from the January 22, 2016 project kick off meeting for the 2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Construction Improvements. Any concerns or discrepancies noted in the minutes should be brought to the attention of Widseth Smith Nolting for clarification and revision if necessary.

Meeting Attendees:

*Trevor Walter, City of Baxter
Kevin Cassady, City of Baxter
Doug Schultz, City of Baxter
Mark Skogen, WSN
Aric Welch, WSN*

Meeting Agenda

1. Project Personnel
 - a. Need to change design Tech from Brian to Mark (Brian has 3 weeks of MnDOT bridge certification starting next week.
 - b. Brian will still be primary field observer

2. Preliminary Details and Survey
 - a. Braun
 - i. GPR next week (streets need to be clean and dry or GPR will not work properly)
Verify what part of the roadway Braun needs. (center of lane in one direction only)
 - ii. Pavement coring study one week after GPR (need time to review GPR data to determine coring locations)
 - b. Can City assist by cleaning streets and curbs? *City will help clean off the roadway.*
 - c. Visual Survey
 - i. Schedule: Suggest next Wednesday the 27th *1:00 pm*
 - ii. Required attendees: Aric, Mark and Kevin C.
 - iii. Walk FDR roadways and check all manholes, catch basins and gate valves
 - iv. Windshield survey of mill & overlay streets with visual inspection of all sanitary sewer manholes
 - v. *City will check sanitary sewer manholes and valve boxes. Note and manholes with 6 or more rings.*
 - vi. *Any drainage issues? Check Mary Street.*
 - vii. *Check bituminous curb on Ashdale Road.*
 - viii. *Check Maplewood corner.*
 - ix. *Manhole settlements?*
 - x. *Check storm sewer on Clearwater, plastic pipe, failing? City will have Ritter & Ritter will televise if necessary,*

3. Feasibility Study

- a. Need copy of SEH study from 2015 *Doug*
 - b. When should Open House be held? (scheduled for Feb. 15th prior to completion of draft report) *During development of the plans and specs.*
 - c. Schedule is dependent on Braun's ability to perform GPR
 - d. Need property info from Todd D.
4. Improvement Hearing
- a. City responsible for notifications *Kelly with help from Aric.*
5. Design
- a. Design will run concurrently with study
 - b. Need copy of SEH plan for consistency *Doug will supply.*
 - c. FDR
 - i. Any requested changes from 2015?
 - ii. Review start and stop locations *Start just west of median nose on Woida, Clearwater Road just east of Dellwood Drive.*
 - iii. Other improvements?
 - iv. *Look at adding oil to FDR, ask for recommendation from Braun.*
 - d. Mill & Overlay
 - i. Mill 1.5" and pave 2"
 - ii. *Keep 2% crown, pay attention when milling.*
 - iii. Driveway tie in $\frac{1}{2}$ " high
 - iv. Shouldering? *Shoulder 3' x 1.5" deep, use FRM for restoration.*
 - v. *Ashdale (CSAH 48 to 1st street) bituminous curb, look at concrete curb and gutter (will need ADA ped ramps at CSAH 48)*
 - vi. *Look at cutting out around manholes and catch basins*
 - vii. *Be ready for sprinkler system repairs, include bid items.*
 - viii. *Mailbox locations, bid item to move or replace?*
 - ix. *Need to add ADA ped ramp at soccer field*
 - e. Bituminous
 - i. $\frac{1}{2}$ mix with C oil? *MnDOT memo on mill & overlay oil types, ask for recommendation from Braun.*
 - f. Traffic Control
 - g. *Storm sewer catch basin ground water leak repair, include quantities for bidding.*
 - h. *Dowel pin the curb, 2 pins per end.*
 - i. *Infrashield or gator wrap? (use gator wrap).*
 - j. *Bid replacement of top sections of gate valves.*
 - k. *Leave manholes and gatevalves $\frac{1}{2}$ " to $\frac{3}{4}$ " below finished.*
6. Final Assessment Calculation and Hearing
- a. Assessment hearing cannot be held prior to construction *Thursday or Monday night before Council awards project.*
 - b. Need to set date, suggest waiting until after construction is complete
7. Post Construction Services
- a. How does City want to handle record drawings for turn lane construction? *Contract amendment.*

8. Specifications

- a. Liquidated Damages (how to calculate dollar amount)
- b. Specified completion date, working day or combination? **Look at combination.**
- c. **Clearwater and Woida completed in first phase.**

9. Project Management

- a. Web site updates

10. Other Items of Discussion

11. Action Items

- **City**
 - Assist with cleaning the streets and curb.
 - Check manholes and gate valves.
 - Verify storm sewer pipe material on Clearwater Road, televise if necessary.
 - Send WSN copy of SEH feasibility report, plans and specs from last year's project.

- **WSN**
 - Verify Braun GPR testing requirements.
 - Review drainage issue on Mary Street.
 - Review bit curb on Ashdale Road.
 - Review Maplewood corner by White Sand Lake.
 - Recommendation from Braun on adding oil to FDR.
 - Research cutting and removing bit from around manholes and gate valves in mill and overlay project area.
 - Add ADA ped ramp at soccer field.
 - Review oil types for mill and overlay with Braun.

PROJECT SCHEDULE
2016 MILL & OVERLAY PROJECT
BAXTER, MN
 Wednesday, February 24, 2016

DESIGN TASKS	DATES	REMARKS	NOTES
Proposals Due	Tuesday, January 12, 2016		
Award of Engineering Contract	Tuesday, January 19, 2016	City Council Meeting	
Recommendation to Approve Feasibility Report	Wednesday, March 16, 2016	Special Utilities Commission Meeting	
Public Information Meeting	Week of March 21, 2016		
Review Feasibility Study at Council Workshop		City Council Workshop	
Resolution Accepting Feasibility Report and Ordering Improvement Hearing	Tuesday, April 05, 2016	City Council Meeting	
Review Plans and Specifications	Wednesday, April 06, 2016	Utilities Commission Meeting	
Mailed Notice for Improvement Hearing	Thursday, April 07, 2016	One notice at least 10 days prior to hearing	
First Published Notice for Improvement Hearing	Friday, April 08, 2016	Twice in local newspaper, one week apart, last notice must be at least three days prior to hearing.	
Second Published Notice for Improvement Hearing	Friday, April 15, 2016		
Improvement Hearing	Monday, April 18, 2016		
Resolution Ordering Project and Preparation of Final Plans and Specifications			
Resolution Approving Plans and Authorizing Advertisement for Bid	Tuesday, April 19, 2016	City Council Meeting	
Bidding Publication	Friday, April 22, 2016	Publication must be made at least three weeks before last day to submit bids, at least once in official newspaper and once in trade paper or First Class city newspaper.	
Bid Opening	Tuesday, May 17, 2016	By default bid remains subject to acceptance for 60 days after the Bid opening.	
Notice of Award	Tuesday, June 07, 2016	City Council Meeting. Contractor has 15 days to deliver signed agreement, bonds and insurance certificates.	
Bid review with Utilities Commission	Wednesday, June 08, 2016	Utilities Commission Meeting	6
Public Information Meeting	Thursday, June 16, 2016		
Begin Construction	Monday, June 20, 2016		
		8 Weeks of Construction	3
Construction Complete	Friday, August 12, 2016		
Resolution Ordering Assessment Hearing	Tuesday, September 06, 2016	City Council Meeting	
Mailed Notice for Assessment Hearing	Thursday, September 08, 2016	One notice at least two weeks prior to hearing	
Published Notice for Assessment Hearing	Friday, September 09, 2016	Once in local newspaper at least two weeks prior to hearing.	
Assessment Hearing	Tuesday, September 27, 2016		5
Resolution Adopting Assessment Rolls	Tuesday, October 04, 2016		
End of Assessment Appeal Period	Thursday, November 03, 2016	Appeals to district court must be made within 30 days after adoption of the assessment roll.	4

NOTES

1. City Council Meetings held on 1st and 3rd Tuesday @ 7:00 p.m.
2. Utilities Commission Meetings held on 1st Wednesday @ 5:30 p.m.
3. We estimate the work can be completed in 8 weeks based on the size of the project. The construction contract would be set up so the work on Clearwater Road and Wolda Road is completed first so that it does not run concurrently with the Golf Course Drive project.
4. An August 12, 2016 construction completion date does not allow the City to hold the Assessment Hearing and start construction after the 30-day appeal period
5. The Assessment Hearing could be held as early as the Week of June 20, 2016. Since the 30-day appeal period cannot be met, we have shown the Assessment Hearing after construction is complete and final costs are known.
6. Special Utilities Commission meeting could be held on May 25, 2016 or June 1, 2016 to get recommendation for approval prior to Council Meeting.
7. Schedule could be accelerated with the addition of special Utilities Commission and Council meetings.
8. **All dates are subject to change, this is a living document.**

TH 371 EAST DITCH CLEANING - 2016

BAXTER, MINNESOTA



SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-3	PLAN AND PROFILE - TH 371 EAST DITCH
4	WEIR DETAIL

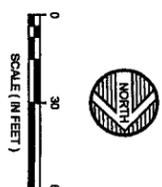
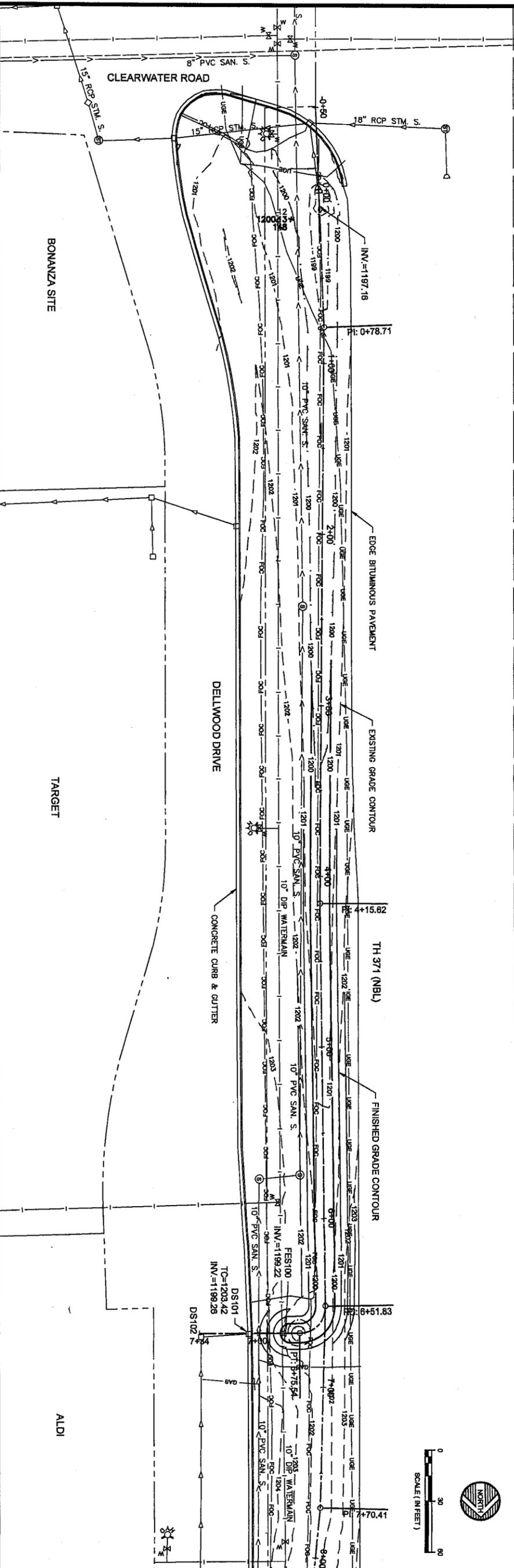
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CITY OFFICIALS	
MAYOR:	DARREL OLSON
CITY COUNCIL:	TODD HOLMAN MARK CROSS STEVE BARROWS QUINN NYSTROM
UTILITIES COMMISSION:	ROCK YLINIEMI - CHAIR DAVE FRANZEN SHAWN CROCHET DOUGLAS WOLF JACK CHRISTOFFERSON
CITY ADMINISTRATOR:	GORDON HEITKE
PUBLIC WORKS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

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

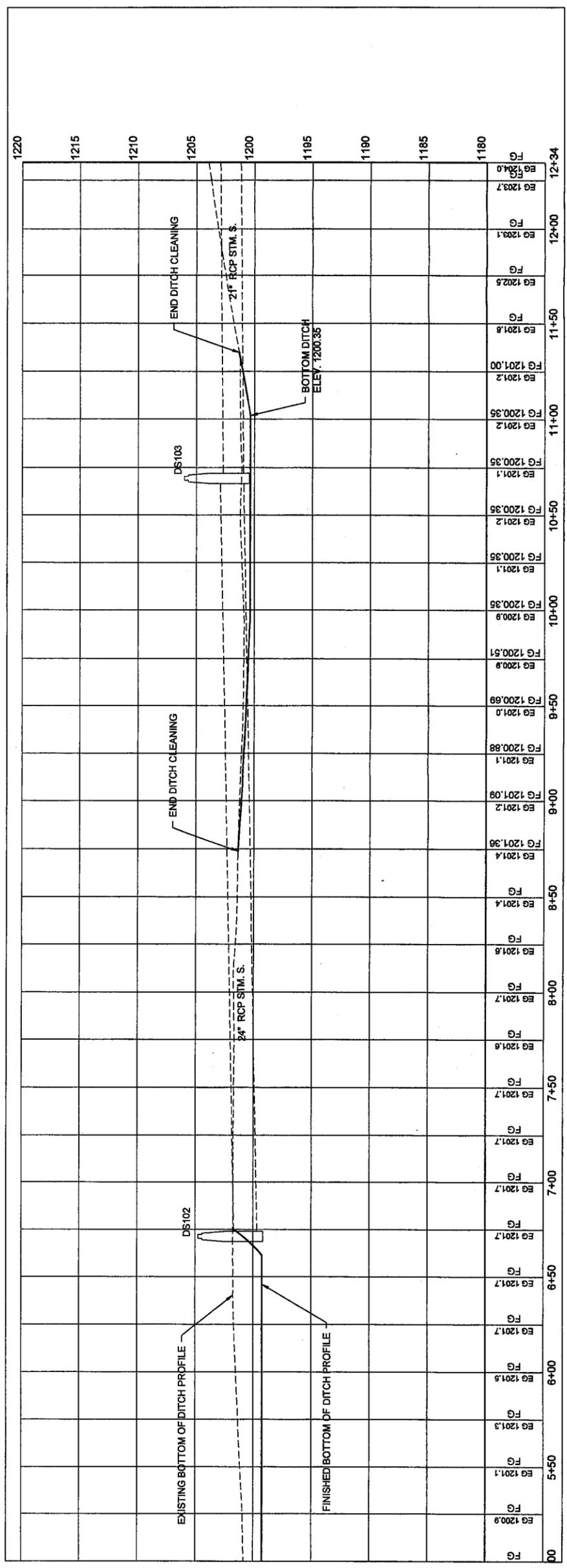
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TH 371 EAST DITCH - CLEARWATER ROAD TO ALDI

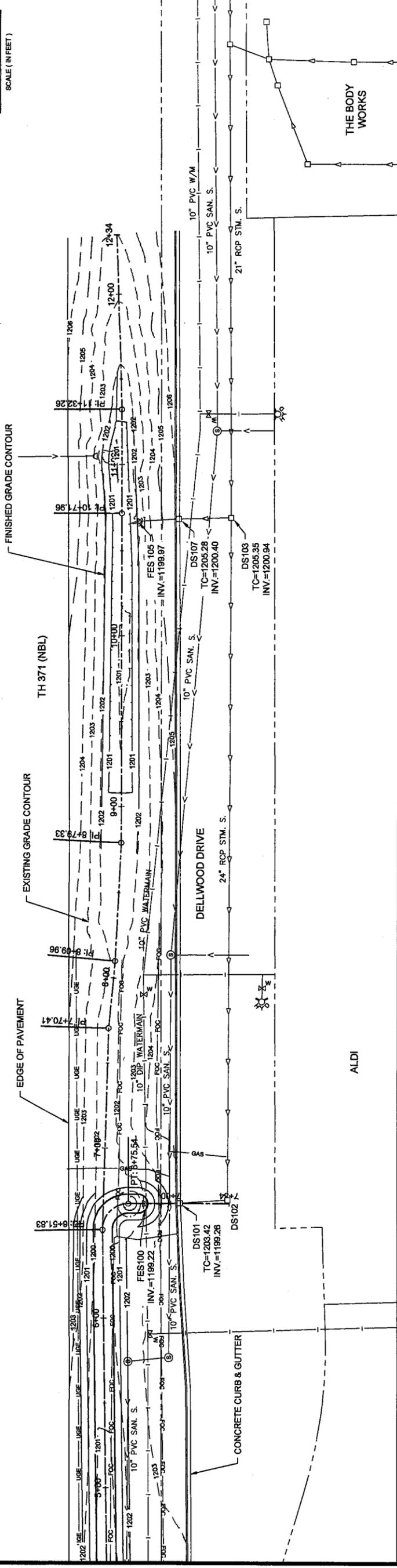


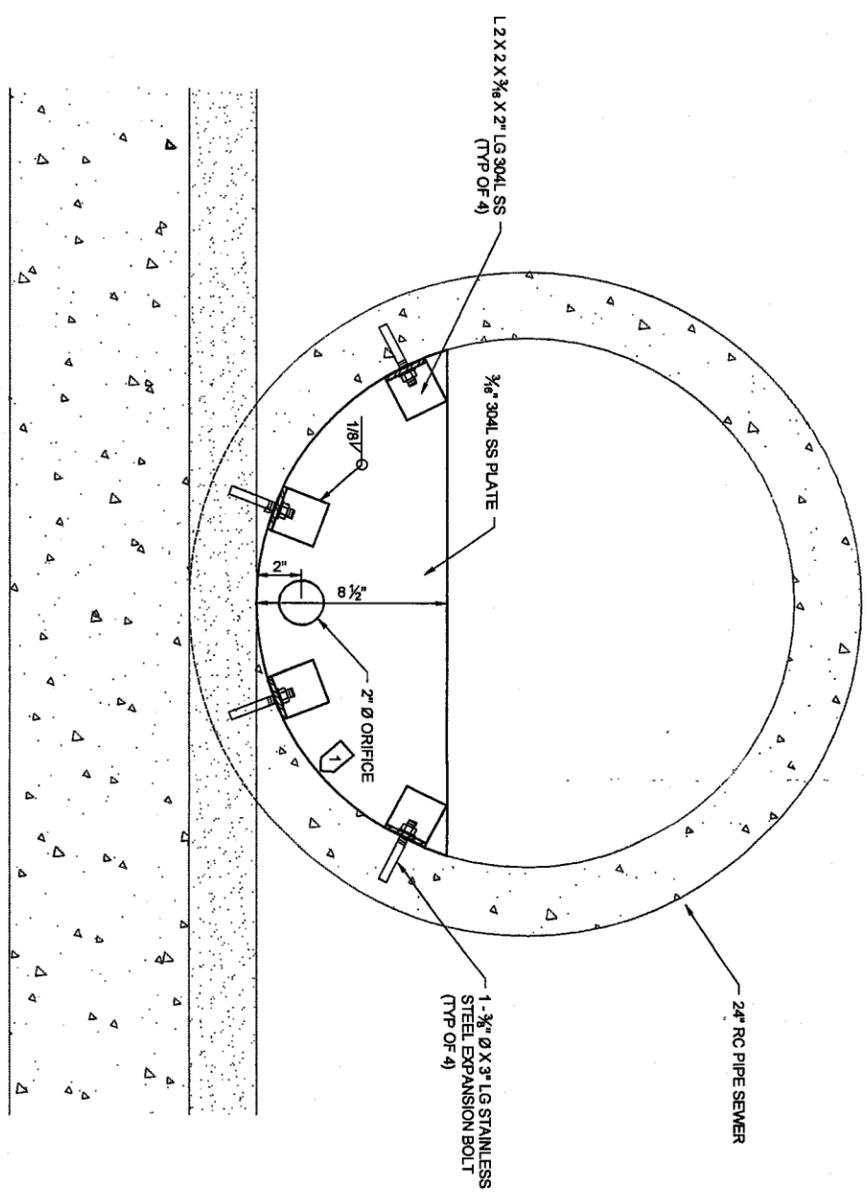
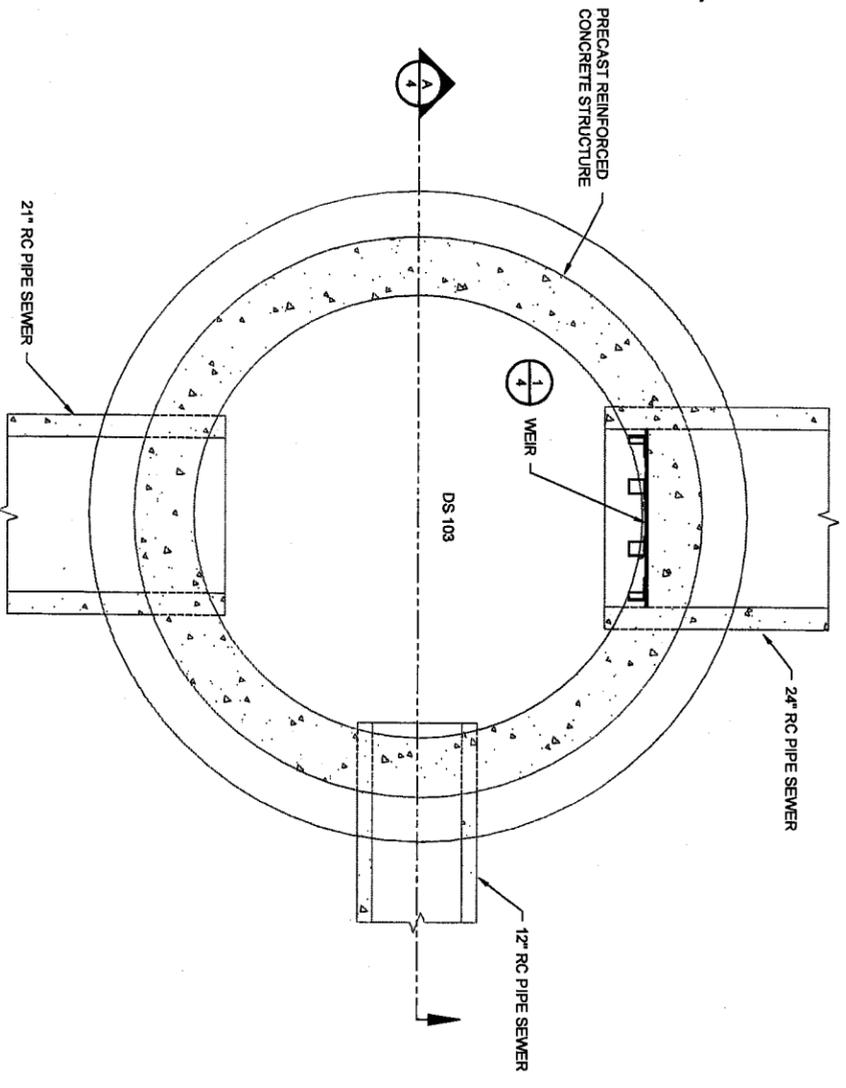
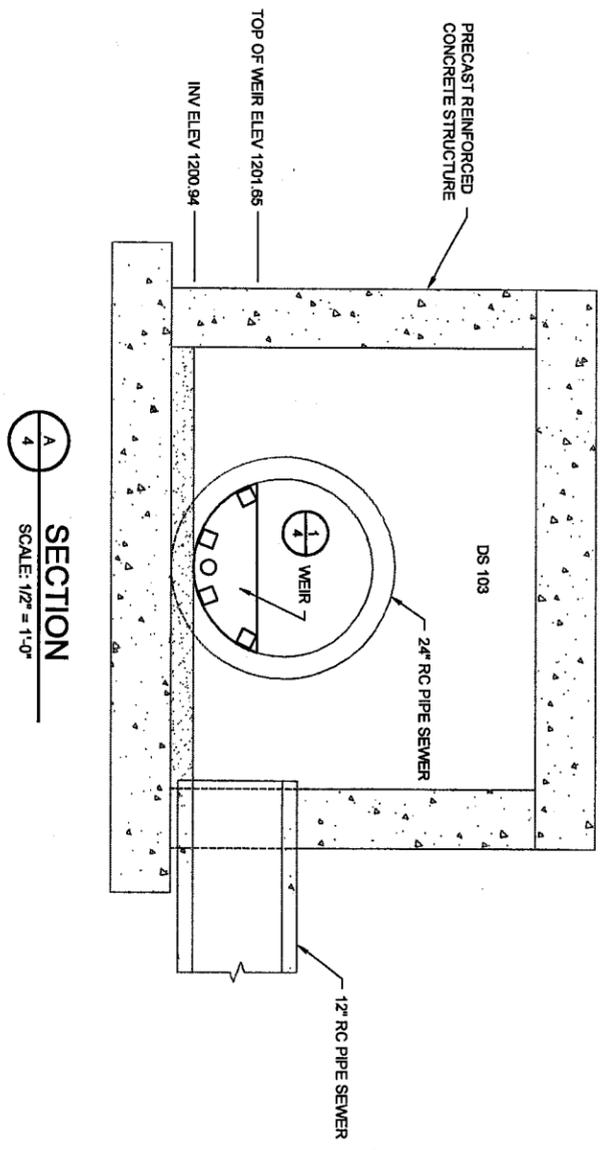
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 Date: FEBRUARY, 2016
 Job Number: 01028000.069

SHEET NO. 2	T.H. 371 EAST DITCH CLEANING - 2016 CITY OF BAXTER BAXTER, MINNESOTA PLAN & PROFILE - TH 371 EAST DITCH	DATE: FEBRUARY, 2016 SCALE: AS SHOWN DRAWN BY: PMB CHECKED BY: ALW JOB NUMBER: 01028000.069	DATE: _____ REV: _____ REVISIONS DESCRIPTION: _____ BY: _____	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. APC WELCH DATE: 02/16/2016 LIC. NO. 41862	WIDSETH SMITH NOLTING Engineering Architecture Surveying Environmental
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TH 371 EAST DITCH - ALDI TO THE BODY WORKS





- NOTES**
1. CONFIRM PIPE SIZE AND INSIDE DIAMETER BEFORE MANUFACTURING STEEL PLATE WEIR.

PLAN VIEW - INSIDE STRUCTURE
SCALE: 1/2" = 1'-0"

WEIR DETAIL
SCALE: 1 1/2" = 1'-0"

J:\01026-City of Baxter\01026000-City Engineering\01026000\08-171 Ditch Cleaning-ALDI to Channah\01026000-CR-01026000.08.dwg Plotted by Erik Shuman 2/17/2016 2:55:48 PM © 2016 WIDSETH SMITH NOLTING

SHEET NO. 4	T.H. 371 EAST DITCH CLEANING - 2018 CITY OF BAXTER BAXTER, MINNESOTA	DATE: FEBRUARY, 2018 SCALE: AS SHOWN DRAWN BY: A.L.W. CHECKED BY: A.L.W.	DATE	REV	REVISIONS DESCRIPTION	BY	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	 WIDSETH SMITH NOLTING Engineering Architecture Surveying Environmental
	WEIR DETAIL	JOB NUMBER: 01026000.069						



MEMO

Date: February 22, 2016
To: **Baxter City Council**
From: Aric Welch, WSN
Cc: Gordon Heitke, Kelly Steele, Trevor Walter
Project Name: 2016 Dellwood Drive North Improvements
Project No.: 0102B0377.000
Subject: **Feasibility Report**

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

218.829.5117
218.829.2517
Brainerd@wsn.us.com
WidethSmithNolting.com

STATEMENT OF PURPOSE

The purpose of this memorandum is to review roadway improvements being considered on Dellwood Drive from Novotny Road to C.S.A.H. 49 (Wise Road). The roadway in the project area is currently under the jurisdictions of the City of Baxter (50%), Crow Wing County First Assessment District (FAD) (25%) and the City of Brainerd (25%) based on current municipal boundaries. Three parcels abutting the roadway are currently within the Baxter municipal limits and the remaining parcels are located in the First Assessment District (Unorganized Territory) of Crow Wing County and the City of Brainerd. The parcels in the City of Baxter are currently zoned Regional Commercial (C-2), Office Service (OS) and Special Residential/Cluster (RS).

Recently, Crow Wing County applied for and secured a grant through the Local Road Improvement Program (LRIP) for upgrading the roadway. Planned improvements include widening the roadway, increasing the design strength of the roadway and securing a defined right-of-way corridor. As a result of the varying jurisdiction in the project, the City of Baxter would have a share of the proposed costs. A copy of various maps and other documents used to prepare this memorandum are attached.

EXISTING CONDITIONS

The project area is along Dellwood Drive between Novotny Road and C.S.A.H. 49 (Wise Road), a distance of approximately 1/2 mile. The existing roadway is a rural (no curb/gutter) bituminous surfaced roadway approximately 24' in width. Drainage is handled by swales located on either side of the paved surface. No major improvements have been done to the road for many years and the roadway is in poor condition. The City of Baxter "Comprehensive Pavement Management System", prepared by Bolton & Menk, Inc. and dated June 18, 2013, did not review this area since it was maintained by Crow Wing County at the time of the evaluation.

PROPOSED IMPROVEMENTS

Proposed improvements consist of complete reconstruction of the roadway. The proposed roadway section consists of bituminous surfaced 12' travel lanes and 6' shoulders/bike lanes in each direction for a total width of 36' edge-to-edge with a 10' clear zone along the edges. Drainage will be controlled via swales on both sides of the roadway. In addition, Crow Wing County is securing a defined 80' right-of-way corridor for the roadway.

ESTIMATED PROJECT COSTS

The total estimated construction cost for the proposed improvements is \$333,457 as provided by Crow Wing County. The LRIP grant was \$214,695 making the local portion of the project \$118,762. It should be noted that the grant amount is a maximum and is fixed as long as the grant amount does not exceed 90% of the construction costs. If bids come in higher than the estimates, the local share would increase. If bids are considerably lower than the estimates, the grant amount could cover up to 90% of the bid amount. The proposed breakdown of the cost shares is as follows:

Total Estimated Construction Cost	\$333,457
LRIP Grant Amount:	<u>\$214,695</u>
Local Share of Construction Cost	\$118,762
City of Baxter Share (50%):	\$59,381
County FAD/City of Brainerd Share (50%):	\$59,381

Please note, the above costs only reflect construction costs and do not include soft costs such as engineering, administration, legal and right-of-way acquisition. Costs can vary widely depending upon many factors such as weather, economic conditions, size of project, and the workload of available contractors. Costs presented above were determined by the Crow Wing County Highway Department and are based on estimated 2015 construction costs. Actual costs can only be determined by bidding the project.

PROJECT IMPLEMENTATION

This review only pertains to the estimated City of Baxter costs and no review was done for any proposed County costs. Funding of the City of Baxter share will be obtained via City contribution and special assessments to benefited property owners. All estimated assessments were determined in accordance with the current version of the "City of Baxter – Assessment Policy for

Public Initiated Improvements". Based on the current City assessment policy, all costs for roadway maintenance activities (FDR or Mill and Overlay), up to a maximum of 44' in width, would be assessed to the benefitted property owners with no City contribution.

Since parcels in the project area vary significantly in size and use, the "Front Foot" assessment method was utilized. To calculate "front footages" for each parcel, the right-of-way line was offset 35' into C-2 and OS properties and 40' into RS properties to minimize discrepancies associated with angular lots. An attached sketch shows the calculated "front footages" for each parcel in the municipal limits within the project area.

For purposes of this report two scenarios were reviewed for estimating assessments. Method 1 calculates the assessed costs based on the actual project costs incurred by the City. 100% of the projects costs are assessed to the benefitting properties.

Method 1 - Assessments Based on Actual City Costs:

Estimated City Share of Construction Cost (50% of total construction cost):	\$59,381
Estimated City Share of Clearing and Grubbing:	\$2,775
Estimated Engineering Cost (18% of total construction cost share):	\$30,011
Estimated City Engineering Cost:	\$3,500
Estimated Legal, Financing and Other Costs:	\$2600
<u>Estimated Right-Of-Way Cost:</u>	<u>\$8,320</u>
Total Estimated City Of Baxter Project Cost:	\$106,587
Estimated Assessable Footage:	2,539
Estimated Cost per Assessable Foot:	\$41.98
 Total City Cost:	 \$0.00

The second assessment review was conducted because Crow Wing County is proposing complete reconstruction of the roadway. These improvements are significantly more involved than normal pavement maintenance procedures that typically would be undertaken by the City in accordance with the pavement management plan. The recommended maintenance activity for Dellwood Drive would be full-depth reclamation (FDR) based on the following:

- Existing pavement condition warrants FDR maintenance.
- The existing zoning is 50% RS and 50% OS/C-2.

- There is no existing commercial development along the roadway and widening/upgrading to a commercial roadway section would not be warranted at this time based on existing traffic volumes and traffic generation from adjacent properties.

The estimate prepared was based on the existing 24' foot wide roadway with no consideration for the additional width being proposed by Crow Wing County. This estimate reflects the costs the City would likely incur if the roadway was maintained in accordance with the recommended standard pavement management techniques.

Method 2 - Assessments Based Normal City Roadway Maintenance (FDR):

Estimated FDR Construction Cost:	\$54,791
Contingencies (10%):	\$5,479
Subtotal:	\$60,270
Estimated Engineering, Legal and Administrative (20%):	\$12,054
Total Estimated City Of Baxter Project Cost:	\$72,324
Estimated Assessable Footage (both sides of roadway):	2,539
Estimated Cost per Assessable Foot:	\$28.49
Estimated Actual Project Cost:	\$104,487
Estimated Assessed Cost (see Assessment Calculation Worksheet):	\$72,324
Estimated City Cost:	\$32,163

A copy of the cost estimates and assessment calculations is attached to this document.

CONCLUSIONS AND RECOMMENDATIONS

This memorandum studied the feasibility of upgrading Dellwood Drive as part of the proposed Crow Wing County project. All proposed improvements considered were as recommended by Crow Wing County and in conjunction with their LRIP grant. The only other option considered was the "Do Nothing" approach which was eliminated from detailed consideration since the County has undertaken the project and been awarded the grant funding.

It is recommended assessments be based on the lower of the two assessment methods presented. Based on preliminary estimates, Method 2 – FDR has the lowest per foot assessment cost. This recommendation is based on the fact that roadway would likely not have been widened if the

County had not pursued the project and been successful in securing the LRIP grant funding. The total estimated project cost is \$104,487. Assessed costs (based on Method 2 – FDR) are estimated to be \$72,324 or 69.2% and City costs are estimated to be \$32,163 or 30.8%. If unit bid prices are significantly lower than estimated, it may be possible that Method 1 could produce lower per foot assessments. Both methods should be reviewed using actual unit bid prices prior to calculating final assessments.

In conclusion, we feel the proposed improvements are feasible for construction. We do not foresee any major problems other than normal inconveniences associated with construction such as noise, dust and traffic disturbance. These situations would be temporary in nature and we would anticipate the project to take approximately 1 month to complete. We recommend the City proceed as follows:

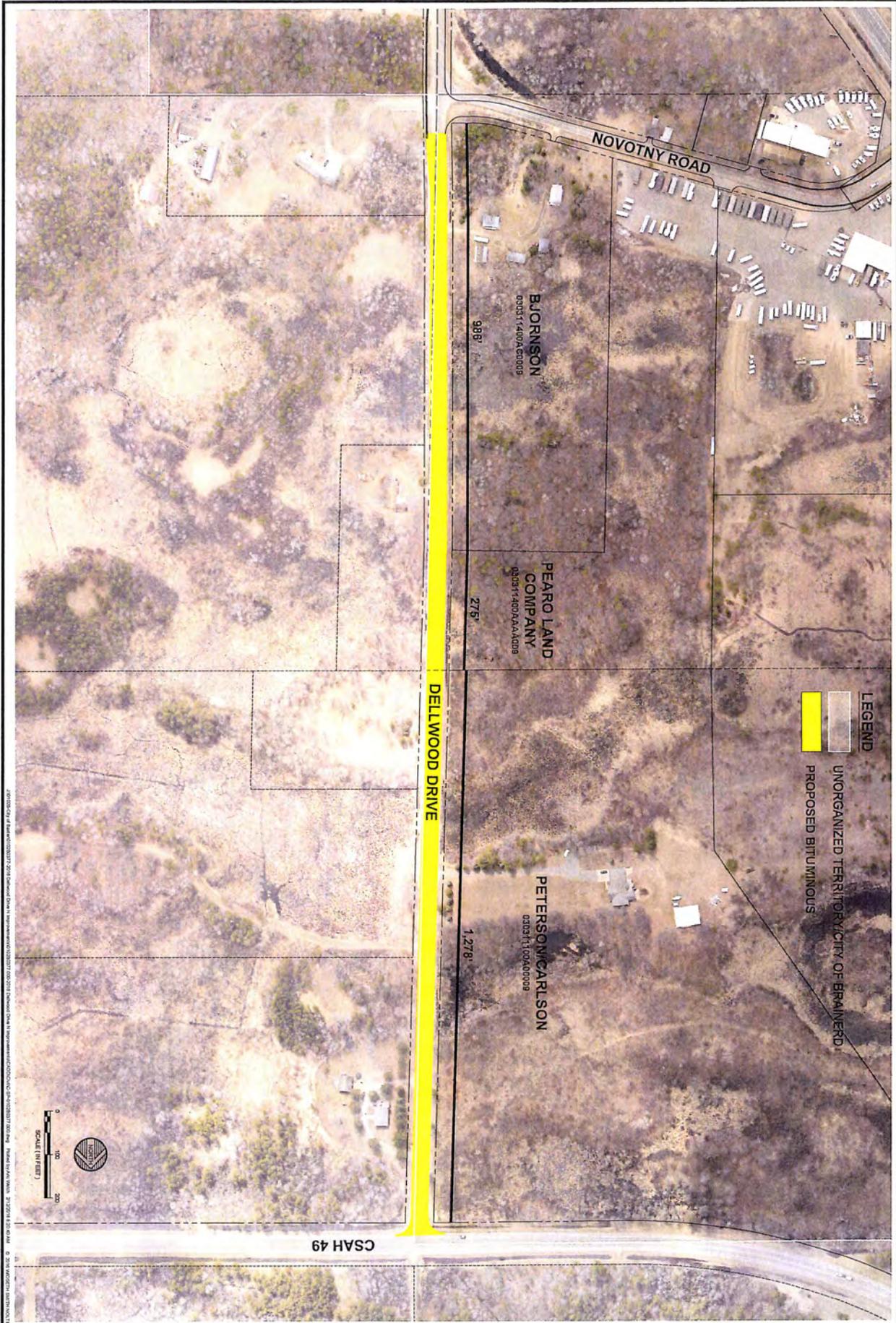
1. Review the feasibility study to determine if the City should proceed with the project. If the City Council decides to move forward, we recommend the City proceeds as follows:
2. Pass a resolution receiving the report and calling the Improvement Hearing.
3. Hold the Improvement Hearing.
4. Pass a resolution ordering the improvement and preparation of plans and specifications.
5. Pass a resolution approving plans/specifications and authorizing advertisement for bids.
6. Review bids and recommend award of the construction contract.
7. After construction is complete, pass a resolution declaring costs to be assessed and ordering preparation of the proposed assessment.
8. Pass a resolution for hearing on the proposed assessment.
9. Hold the Assessment Hearing.
10. Pass a resolution adopting the assessments.

Estimated Project Cost and Assessment Calculations
Dellwood Drive Improvements - Novotny Road to CSAH 49
Baxter, MN
Monday, February 22, 2016

Assessments Calculations

Method 1 - Based on Actual Estimated City Costs			
Estimated Construction Cost:			\$333,457.00
LRIP Grant:			\$214,695.00
Local Share of Construction Cost:			<u>\$118,762.00</u>
Estimated Construction Cost - City Share (50%):			\$59,381.00
Estimated Clearing & Grubbing - City Share:			\$2,775.00
Estimated Engineering Cost - Crow Wing County (18% of Total Construction Cost Share):			\$30,011.00
Estimated Engineering Cost - City:			\$3,500.00
Estimated Legal, Financing and Other Costs:			\$2,600.00
Right-Of-Way:			\$8,320.00
Total Estimated Project Cost:			<u>\$106,587.00</u>
Assessable Frontage:			2,539
Estimated Cost Per Assessable Foot:			<u>\$41.98</u>
Individual Assessment Calculations			
	PROPERTY OWNER	FOOTAGE	ESTIMATED
1	BJORNSON	986	\$41,392.19
2	PEARO LAND COMPANY	275	\$11,544.48
3	PETERSON/CARLSON	1,278	\$53,650.33
	TOTAL ASSESSED COSTS:	2,539	<u>\$106,587.00</u>

Method 2 - Based on Normal City Roadway Maintenance - Full Depth Reclamation (FDR)						
ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	\$5,000.00	1	\$5,000.00
2	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$125.00	1	\$125.00
3	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$2.35	3740	\$8,789.00
4	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$50.00	790	\$39,500.00
5	2563.601	TRAFFIC CONTROL	LUMP SUM	\$800.00	1	\$800.00
6	2582.502	4" BROKEN LINE YELLOW-EPOXY	LIN FT	\$0.35	255	\$89.25
7	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	\$0.75	250	\$187.50
8	-	COMPACTION TESTING	EACH	\$50.00	6	\$300.00
Estimated Construction Cost:						\$54,790.75
Contingencies (10%):						\$5,479.08
Subtotal:						<u>\$60,269.83</u>
Design & Construction Engineering, Administration, Legal, Bonding, Etc. (20%):						\$12,053.97
Total Estimated Project Cost:						<u>\$72,323.79</u>
Assessable Frontage:						2,539
Cost Per Assessable Foot:						<u>\$28.49</u>
Individual Assessment Calculations						
	PROPERTY OWNER	FOOTAGE	ESTIMATED			
1	BJORNSON	986	\$28,086.36			
2	PEARO LAND COMPANY	275	\$7,833.42			
3	PETERSON/CARLSON	1,278	\$36,404.02			
	TOTAL ASSESSED COSTS:	2,539	<u>\$72,323.79</u>			



2016 DELLWOOD DRIVE NORTH IMPROVEMENTS CITY OF BAXTER BAXTER, MINNESOTA ASSESSMENT EXHIBIT	DATE: FEB 2016 SCALE: AS SHOWN DRAWN BY: ALJL CHECKED BY: ALJL JOB NUMBER: 01220377-000	<table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>REVISION DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	BY	REVISION DESCRIPTION							I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. ARIK WELSH DATE: LIC. NO. 41891
	DATE	BY	REVISION DESCRIPTION									
WIDSETH SMITH NOLTING Engineering Architecture Surveying Environmental												



Building a Better World
for All of Us[®]

MEMORANDUM

TO: Honorable Mayor and City Council and Utilities Commission
c/o Trevor Walter, Gordon Heitke
City of Baxter, Minnesota

FROM: Scott Hedlund, PE

DATE: February 25, 2016

RE: 2016 Fairview Road Improvements Project
Monthly Project Status Update
SEH No. BAXTE 133676 20.00

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

A. Fairview Road:

- Feasibility Report
 - A draft feasibility report was prepared and presented to the Utilities Commission on November 4, 2015
 - The draft feasibility report was updated after the Utilities Commission meeting and then presented to the City Council on November 17, 2015.
 - A public information meeting was held December 2, 2015, 7:00 PM.
 - The final feasibility report was approved by the City Council on January 5, 2016.
 - The Improvement Hearing was held February 1, 2016.
 - The City Council Ordered the Improvement (road only) on February 2, 2016.
- Final Design
 - The topographic design survey and wetland delineation field work are complete.
 - A drainage analysis of the Fairview Road corridor has been completed.
 - Final construction plans are being developed.
 - Preliminary private utility design coordination meetings were held September 10 and December 22, 2015.
 1. A follow-up meeting with Crow Wing Power was held on January 15, 2016.
 - A design meetings with the gas station owners to discuss stormwater improvements occurred October 30, 2015 and January 11, 2016.
 - The goal is to have the Utilities Commission approve the plans at a special 2nd meeting in March (same meeting as WSN 2016 Mill and Overlay plan approval).
 - The goal is to have the City Council approve the plans at their first meeting in April.
- Permits
 - The wetland permit application submittal is planned for March for impacts on the north side of Fairview Road just west of Inglewood Drive.
 - The Mn/DOT right of way (ROW) permit application is planned for submittal in March.
- Easements
 - Appraisals and Minimum Damage Acquisition (MDA) documents have been completed to determine the value of permanent and temporary easements needed from 25 parcels for the project.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 200, Brainerd, MN 56401-3540

SEH is 100% employee-owned | sehinc.com | 218.855.1700 | 866.852.8880 | 888.908.8166 fax

- An offer letter for the gas station and adjacent commercial property were approved by the City Council on February 16, 2016 and mailed by SEH the next day.
- Offer letters for the remaining 23 parcels are planned for City Council approval on March 3, 2016 and mailed by SEH the next day.

B. Fairview Trail

- Feasibility Report
 - The draft feasibility report prepared for Fairview Road included the Parallel Trail (to Fairview Road) and was presented to the:
 1. Utilities Commission on November 4, 2015.
 2. City Council on November 17, 2015.
 - A Public Information Meeting for the trail in conjunction with Fairview Road occurred December 2, 2015.
 - The final feasibility report was approved by the City Council on January 5, 2016.
 1. On January 5, 2016 the City Council did not Order the Improvement of the trail and directed SEH to stop work on the trail.
- Final Design
 - Field design topo survey work for the Inglewood Drive to Knollwood Drive segment was completed in conjunction with tree clearing operations on City (park) property west of Inglewood Drive by City forces prior to January 5, 2016.
 1. SEH and City staff marked the trail route through the City (park) property in December 2015.
 - SEH stopped work on final design after the January 5, 2016 council meeting.
- Easements
 - City staff made contact with the churches and townhome association in November 2015.
 - SEH staked the proposed trail easement limits within the Lakewood Church and Lord of Life Church properties in December 2015.
 - SEH and City staff met with Lakewood Church representatives twice (including walking the easement limits) and Lord of Life representatives once in December 2015.
 - SEH and City staff met with one property owner along Fairfax Court after the public information meeting.
 - SEH and City staff had additional contact with some of the property owners along Fairfax Court and Cherrywood Road during site meetings and staking.
 - Prior to January 5, 2016, SEH engaged the appraiser for trail related acquisitions from the church parcels with planned completion by mid-February 2016.
 1. After January 5, 2016 SEH directed the appraiser to stop work.
 - After the January 5, 2016 City Council meeting SEH removed all trail route markings as requested by the City, and then stopped work on trail easement acquisition.

The following is an update on the status of the project budget (Fairview Road only):

C. Total project budget:

- The preliminary total project budget based on the Feasibility Report dated December 28, 2015 is \$2.05M.

D. Consultant budget:

- Possible future fee amendment request related to the acquisition of more easements than anticipated.

Attachment – updated project schedule

2016 Fairview Road Improvements Project
February 25, 2016
Page 3

c: Kelly Steele, Jeremy Vacinek, Gordon Heitke – City of Baxter

sh

p:\aelblbaxte\133676\2-proj-mgmt\monthly project update memos\m seh to city 2016 fairview rd project status memo 022516.docx

2016 FAIRVIEW ROAD IMPROVEMENTS
 BAXTER, MN
 City No. 4113
 BAXTE 133676

Project Schedule (schedule assumes no RFP for construction engineering services) City Council Meetings Held: 1st & 3rd Tuesday @ 7:00 p.m. (work session 5:30 p.m.) Utilities Commission Meetings Held: 1 st Wednesday @ 5:00 p.m.	
Preliminary Utility Design Meeting #1 (for Fairview Road only)	Thursday, September 10, 2015
Review Draft Feasibility Report	Wednesday, November 4, 2015, Utilities Commission Meeting
Review Draft Feasibility Report	Tuesday, November 17, 2015, City Council Workshop Meeting
Resolution Ordering Feasibility Report (resolution)	Tuesday, November 17, 2015, Regular City Council Meeting
Authorize Design Topo Survey for Trail corridor	Tuesday, November 17, 2015, Regular City Council Meeting
Mail Neighborhood Meeting #1 Notice	Friday, November 20, 2015
Neighborhood Meeting #1	Wednesday, December 2, 2015, 7:00 PM, Special City Council Meeting
Preliminary Utility Design Meeting #2	Tuesday, December 22, 2015
Receive Feasibility Report & Order Improvement Hearing (resolution)	Tuesday, January 5, 2016, Regular City Council Meeting
Authorize Appraisals	Tuesday, January 5, 2016, Regular City Council Meeting
Coordination meeting with Crow Wing Power	Friday, January 15, 2016
Advertise Notice for Improvement Hearing (10 days prior to Improvement Hearing) (Brainerd Dispatch publication deadline 2 days prior)	Friday, January 22, 2016
Mail Notice for Improvement Hearing (10 days prior to Improvement Hearing)	Friday, January 22, 2016
Brainerd Daily Dispatch: Deadline: 2 Full Days by 4 pm Publish: Friday	Wednesday, January 20, 2016 January 22 and 29, 2016
Improvement Hearing	Monday, February 1, 2016, Special City Council Meeting
Order Improvement (resolution)	Tuesday, February 2, 2016, Regular City Council Meeting
Appraisals Complete (approximately 45 days from notice to proceed)	February 12, 2016
City Council Approves Offers To Purchase Easements (Parcels 40 & 41 only)	Tuesday, February 16, 2016, Regular City Council Meeting (Closed Session)
SEH Mails Offer Letters (Start of 60- Day ROW negotiation period) Parcels 40 & 41 only	Wednesday, February 17, 2016
City Council Approves Offers To Purchase Easements (remaining parcels)	Thursday, March 3, 2016, Regular City Council Meeting (Closed Session)
SEH Mails Offer Letters (Start of 60- Day ROW negotiation period) remaining parcels	Friday, March 4, 2016

Request Tree Clearing Quotes (work to be completed before June 1, 2016? – need to verify date)	TBD - March/April
City Council Approves Tree Clearing Contract (long eared bat avoidance – possible USACE permit condition)	TBD – April/May
Wetland permit submittal to TEP	Friday, March 25, 2016
TEP meeting (wetland permit)	Tuesday, April 5, 2016
Utilities Commission Reviews Plans and Specifications	Wednesday, March 16, 2016, Special Utilities Commission Meeting <i>(packet deadline, Wednesday, March 9, 2016)</i>
Approve Plans and Specifications and Authorize Advertisement for Bids (resolution)	Tuesday, April 5, 2016, Regular City Council Meeting
OPEN on Quest CDN Website Post on City Website?	Friday, April 8, 2016
Brainerd Daily Dispatch: Deadline: 2 Full Days by 4 pm Publish: Friday	April 6, 2016 April 8 and 15, 2016
Advertisement For Bids Publication Date (3 weeks prior to bid opening date) (Brainerd Dispatch publication deadline 2 days prior)	April 8, 2016
Submit permit applications	Friday, April 8, 2016
End of 60-Day ROW negotiation period (Parcels 40 & 41)	April 17, 2016
End of 60-Day ROW negotiation period (remaining Parcels)	May 2, 2016
Initiate 90-Day "Quick Take" process for condemnation of easements – if necessary (resolution) – Parcels 40 & 41	Tuesday, April 19, 2016, Regular City Council meeting (closed session)
City Attorney Mails "Quick Take" condemnation notices to affected property owners (Start of 90-Day Quick Take period) – Parcels 40 & 41	Wednesday, April 20, 2016
Initiate 90-Day "Quick Take" process for condemnation of easements – if necessary (resolution) – remaining Parcels	Tuesday, May 3, 2016, Regular City Council meeting (closed session)
City Attorney Mails "Quick Take" condemnation notices to affected property owners (Start of 90-Day Quick Take period) - remaining Parcels	Wednesday, May 4, 2016
Bid Opening Date	Tuesday, May 3, 2016, 11 am, City Hall
Order Assessment Hearing (resolution)	Tuesday, May 17, 2016, Regular City Council meeting
Published Notice for Assessment Hearing (minimum 2 weeks before Assessment Hearing)	Friday, May 20, 2016 (need to get notice to the paper on Wednesday, May 18, 2016)

(Brainerd Dispatch publication deadline 2 days prior) Mail Assessment Hearing Notices (minimum 2 weeks before Assessment Hearing)	Friday, May 20, 2016
Brainerd Daily Dispatch: Deadline: 2 Full Days by 4 pm Publish: Friday	Wednesday, May 18, 2016 May 20 and 27, 2016
Bid Review By Utilities Commission	Wednesday, June 1, 2016
Assessment Hearing Date	Wednesday, June 1, 2016, Special City Council Meeting
Adopt Assessments (resolution) and Award Construction Contract (resolution)	Tuesday, June 7, 2016, Regular City Council Meeting (assumes no condemnation or assessment challenges)
Preconstruction Conference	Thursday, June 16, 2016*
Neighborhood Meeting #2	Thursday, June 16, 2016*
Notice to Proceed	June 20, 2016*
Private Utility Relocations	June 27 – July 15, 2016 (need minimum 3 weeks)*
Start Construction	June 27, 2016 (early start) or July 18, 2016 (late start)*
End of 90-Day Quick Take Period – Parcels 40 & 41	Tuesday, July 19, 2016
Easements Secured (by eminent domain) – Parcels 40 & 41	Tuesday, July 19, 2016 (could possibly be moved up if all easements can be negotiated)
End of 90-Day Quick Take Period – remaining Parcels	Tuesday August 2, 2016
Easements Secured (by eminent domain) – remaining Parcels	Tuesday, August 2, 2016 (could possibly be moved up if all easements can be negotiated)
Substantial Completion	September 2, 2016*
Final Completion	September 30, 2016*

*date dependent on date contract awarded, which could be affected by date easements are secured.

ABOVE DATES ARE SUBJECT TO CHANGE BY FACTORS BEYOND SEH'S CONTROL SUCH AS CONDEMNATION, PRIVATE UTILITIES RELOCATIONS, USACE WETLAND PERMIT

PERMITS

1. WCA and USACE (Wetland)
2. MPCA NPDES (Stormwater)
3. MnDOT (ROW)

MS KELLY STEELE
ASSISTANT CITY ADMINISTRATOR/CLERK
CITY OF BAXTER
13190 MEMORYWOOD DR
PO BOX 2626
BAXTER MN 56425-2626
218.454.5110 FAX 218.454.5103
ksteele@baxtermn.gov

BRAINERD DAILY DISPATCH
506 JAMES ST
BRAINERD MN 56401-2942
218.829.4705 FAX 218.829.7735
ann.windorski@brainerddispatch.com
PUBL: 6 DAYS (NO SAT);
DEADLINE 2 FULL DAYS BY 4 PM
LEGAL NOTICES MONDAY - FRIDAY ONLY (NOT SAT OR SUNDAY)



CITY OF BAXTER LAND USE APPLICATION FORM

For Internal Use Only

Project # 16-05
Fees Paid: \$ 450.00
Escrow Paid \$ 0
Receipt # 89523
Escrow Code NO. 100110

Type of Application (check all that apply)

- Architectural Review
- Conditional Use Permit \$ 450 -
- Interim Use Permit
- Variance
- Sketch Plan Review
- Administrative Subdivision
- Preliminary Plat
- Final Plat
- Vacation (Street/Easements)
- Comprehensive Plan Amendment
- Zoning/Subdivision Ordinance Amendment
- Shore Land Alteration Permit
- Other

Project Name or Description: Harting Home (Perch Lake)

Property Information

Address: 13179 Homestead Drive PID Number: 010073404D00009
Legal Description (attach if necessary): N 200FT OF S 1100FT OF LOT 4 SUBJ TO ROAD ESMNT OF REC.

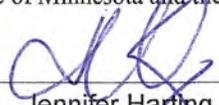
Applicant Information

Name: Trevor and Jennifer Harting
Address: 13246 Timberlane Drive Baxter MN 56425
Street City State Zip
Phone (W): 218-838-1832 (Jen cell) Phone (H): 218-330-7264 (Trev) Fax: _____
Print or Type Name: Trevor and Jennifer Harting Email Address: jenniferh@deerwoodbank.com
Contact Person Name (If other than applicant): _____
Phone: _____ Address: _____

Owner Information

Name: Trevor and Jennifer Harting
Address: 13246 Timberlane Drive Baxter MN 56425
Street City State Zip
Phone (W): 218-838-1832 (Jen cell) Phone (H): 218-330-7264 (Trev) Fax: _____
Print or Type Name: Trevor and Jennifer Harting Email Address: jenniferh@deerwoodbank.com

If this permit is granted, I hereby certify that all work will be done as stated herein and in accordance with all applicable laws and ordinances of the State of Minnesota and the City of Baxter.

Applicant's Signature  Date 2/16/16
Applicant's Printed Name Jennifer Harting

Owner's Signature  Date 2/16/16
Owner's Printed Name Jennifer Harting

Harting Home (Perch Lake)

Conditional Use Permit Narrative

My husband and I have recently purchased the subject property and have entered into a purchase agreement to sell our existing home. After reviewing the existing lot elevations, we have foregone our original plan to build a walkout and instead plan to build a slab-on-grade home.

We would propose to utilize the string-line setback provision so that our home does not sit behind the neighboring houses. The sketch included shows the house footprint and deck lying behind a 60 foot string-line setback. The final houseplans (currently underway) may vary slightly from this footprint. The deck may be reduced in depth to bring the home closer to the setback line, but in no event will any part of the house or deck breach the 60-foot setback.

We intend to build on the northern 100 feet of the 200 feet of shoreline to reserve the possibility of later splitting the lot (subject to all necessary approvals). We would like to build at the minimum grade of 1194 (3 feet above the OHW) so as to minimize the degree of grading and filling required.

Please contact my husband Trevor or me at the following emails/numbers if you have any questions or require more information.

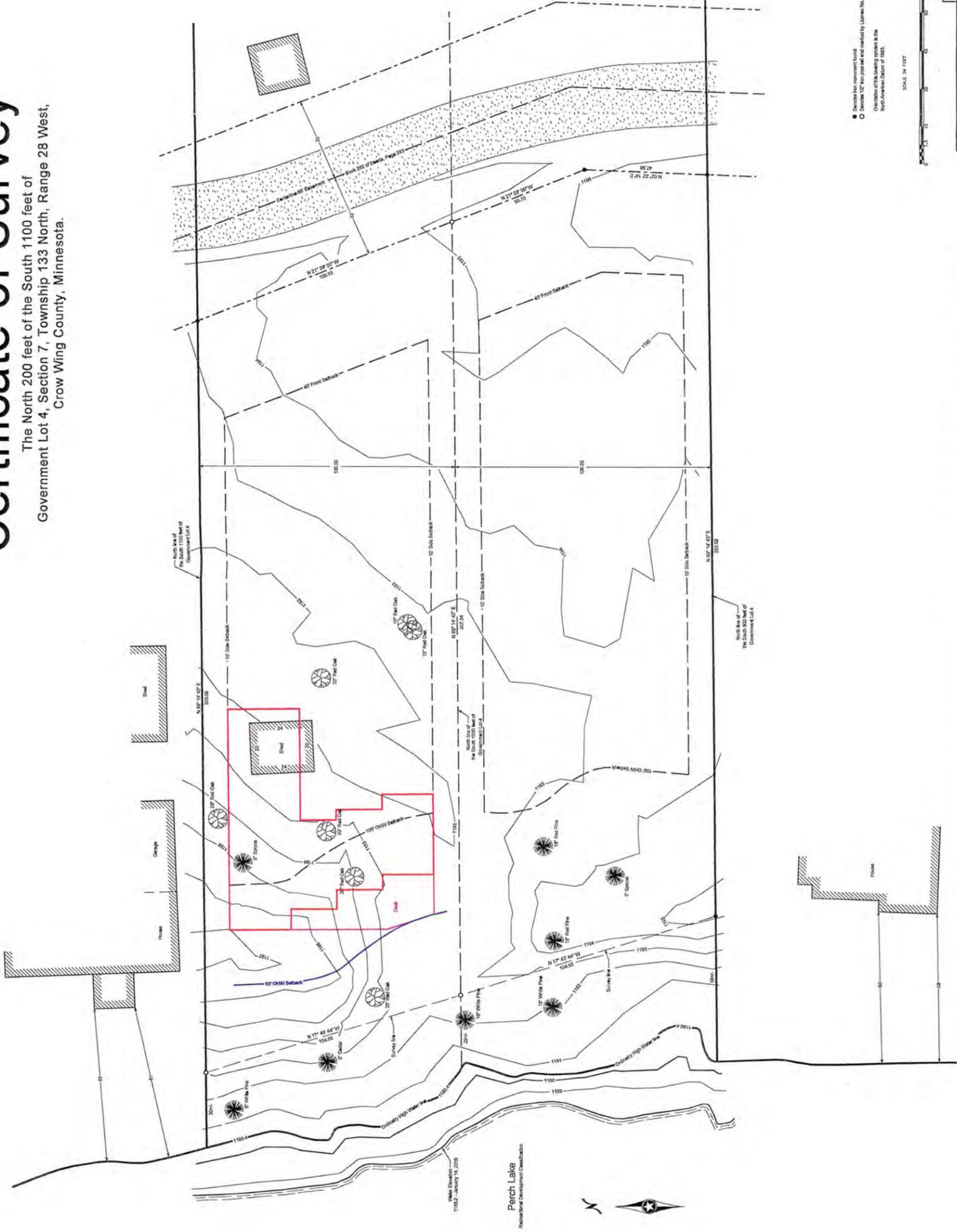
Thank you for your consideration.

Trevor Harting
218-330-7264
tharting@selecttherapymn.com

Jennifer Harting
218-838-1832
jenniferh@deerwoodbank.com

Certificate of Survey

The North 200 feet of the South 1100 feet of
Government Lot 4, Section 7, Township 133 North, Range 28 West,
Crow Wing County, Minnesota.



● Double line represents fence
 ○ Double line represents well and marked by License No. 22028
 Location of the survey system is the
 North American Datum of 1983.



Client Name: Trevor and Jennifer Harting

Survey by: I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT
 WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
 AND THAT I AM A LICENSED SURVEYOR UNDER
 THE LAWS OF THE STATE OF MINNESOTA.
 SURVEYOR: JAMES PRAMER, DATE: _____
 COUNTY: _____ PROJECT NO.: HARTT1501

No.	Date	REVISIONS

Surveyed by: _____
 Checked by: _____
 Date: _____
 License No.: _____
 State: _____

KLD
 KRABER, L.E.A.B., D.L.L.D.
 SURVEYOR
 MINNESOTA

BAXTER



CITY OF BAXTER

LAND USE APPLICATION FORM

For Internal Use Only -55-

Project # 10-03
 Fees Paid: \$ _____
 Escrow Paid \$ _____
 Receipt # 89351
 Escrow Code N1603L

Type of Application (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Architectural Review | <input type="checkbox"/> Final Plat |
| <input checked="" type="checkbox"/> Conditional Use Permit <u>\$450.00 fee</u> | <input type="checkbox"/> Vacation (Street/Easements) |
| <input type="checkbox"/> Interim Use Permit | <input type="checkbox"/> Comprehensive Plan Amendment |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Zoning/Subdivision Ordinance Amendment |
| <input type="checkbox"/> Sketch Plan Review | <input type="checkbox"/> Zoning Permit for Fences and Sheds |
| <input checked="" type="checkbox"/> Minor Subdivision <u>\$200.00 fee \$500 escrow</u> | <input type="checkbox"/> Shore Land Alteration Permit |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Other _____ |

Project Name or Description: DEN HERDER - JOIN LOTS 3 & 4 INTO ONE PARCEL.

Property Information

Address: 6245 Paris Road PID Number: _____
 Legal Description (attach if necessary):
LOTS 3 & 4 Paris Acres

Applicant Information

Name: ELITE CONSTRUCTION SERVICES, INC.
 Address: 12723 NORTHERN OAK DR BAXTER MN 56425
Street City State Zip
 Phone (W): (218) 851-7810 Phone (H): — Fax: —
 Print or Type Name: TIM SCHULKE Email Address: tim@elite-const.com
 Contact Person Name (If other than applicant): _____
 Phone: _____ Address: _____

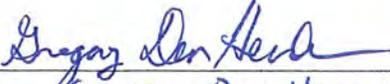
Owner Information

Name: GREG & BETTY DEN HERDER
 Address: 6245 Paris Road BAXTER MN 56425
Street City State Zip
 Phone (W): cell (210) 287-3543 Phone (H): _____ Fax: —
 Print or Type Name: GREG DEN HERDER Email Address: denherderg@gvtc.com

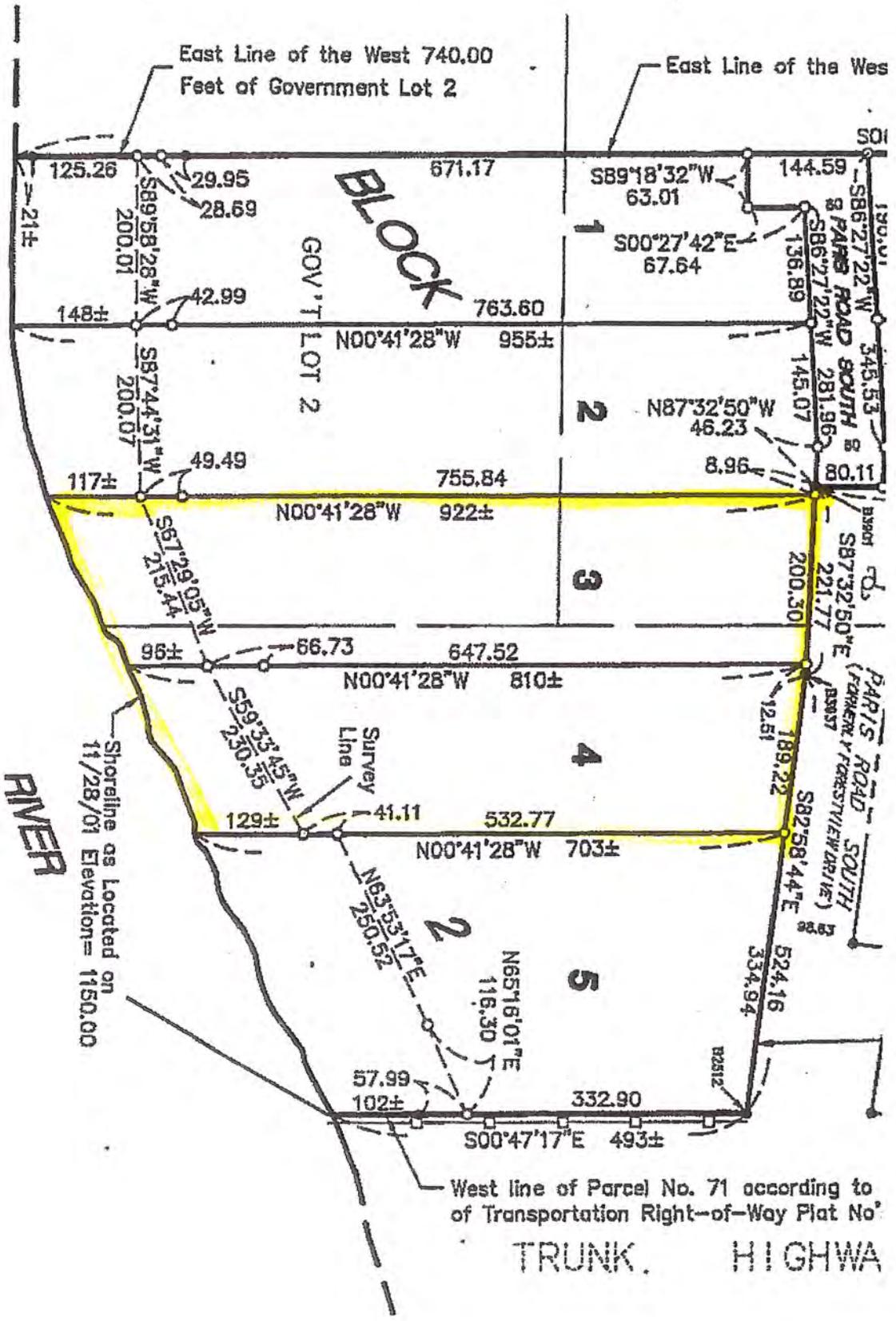
If this permit is granted, I hereby certify that all work will be done as stated herein and in accordance with all applicable laws and ordinances of the State of Minnesota and the City of Baxter.

Applicant's Signature  Date 2-11-16

Applicant's Printed Name TIMOTHY J. SCHULKE - PRESIDENT

Owner's Signature  Date 2-11-16

Owner's Printed Name GREG DEN HERDER





FEB 16 2015

For Internal Use Only

Project # 116-04
Fees Paid: \$ 500
Escrow Paid \$ 500
Receipt # 89448
Escrow Code _____

CITY OF BAXTER LAND USE APPLICATION FORM

Type of Application (check all that apply)

- Architectural Review
- Conditional Use Permit 100, 500 set row
- Interim Use Permit
- Variance
- Sketch Plan Review
- Minor Subdivision
- Preliminary Plat
- Final Plat
- Vacation (Street/Easements)
- Comprehensive Plan Amendment
- Zoning/Subdivision Ordinance Amendment
- Zoning Permit for Fences and Sheds
- Shore Land Alteration Permit
- Other _____

Project Name or Description: Riverwood Bank - New Construction

Property Information

Address: 14840 ~~1540~~ Dellwood Drive, Baxter MN PID Number: 031860010020009
Legal Description (attach if necessary): Target Addition to Baxter, Lot 2 Block 1

Applicant Information

Name: Laura A Lutterman (HTG Architects)
Address: 9300 Hennepin Town Road Eden Prairie MN 55347
Street City State Zip
Phone (W): 952-204-3238 Phone (H): Cell 507-829-8813 Fax: _____
Print or Type Name: Laura A Lutterman Email Address: llutterman@htg-architects.com
Contact Person Name (If other than applicant): Sean C Raboin
Phone: 952-204-3234 Address: 9300 Hennepin Town Road, Eden Prairie, MN 55347

Owner Information

Name: Paul Means (Riverwood Bank)
Address: 14091 Baxter Drive, Suite 201A, P.O. Box 2947 Baxter MN 56425
Street City State Zip
Phone (W): 218-824-8588 Phone (H): Cell 218-820-0618 Fax: 218-824-8402
Print or Type Name: Paul Means Email Address: paul.means@riverwoodbank.com

If this permit is granted, I hereby certify that all work will be done as stated herein and in accordance with all applicable laws and ordinances of the State of Minnesota and the City of Baxter.

Applicant's Signature Laura Atterman Date 02/16/2016

Applicant's Printed Name _____

Owner's Signature Paul Beane Date 02/16/2016

Owner's Printed Name _____



February 16, 2016

City of Baxter
Attn: Josh Doty
13190 Memorywood Dr.
P.O. Box 2626
Baxter, MN 56425

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

218.829.5117
218.829.2517

Brainerd@wsn.us.com

WidethSmithNolting.com

Re: Stormwater Management and Utilities for Riverwood Bank, Baxter, MN

Dear Mr. Doty,

This impetus of letter is to provide the City of Baxter staff documentation regarding the proposed site improvements for the Riverwood Bank Site, formerly Bonanza property located on Dellwood Drive. The intent is to provide the City with sufficient information to illustrate the overall proposed development will comply with city code. The first phase of the project has been shown, with the ultimate build-out being highlighted on the plans. The overall buildout will account for approximately 60,670 square feet of impervious coverage. Our findings have been summarized as follows:

The property currently consists of the former Bonanza building and parking lot. The property is considered a re-development and platting is not required. Utility connections will be derived from the Target access road.

Stormwater management requires the proposed development retain runoff from the 5-year 24-hour storm event on site. As mentioned previously, the proposed improvements will be completed in phases, with phase 1 consisting of new impervious surface coverage of 52,070 square feet and the ultimate buildout to be approximately 60,670 square feet. An infiltration area has been planned in the southeast corner of the subject property to accommodate runoff from the proposed development for the 5-year event. Currently the site drains to surrounding catch basins within the City ROW without prior treatment. Because of the site topography, all drainage will not be able to be routed to the infiltration area. We have maximized the area that drains to the infiltration basin and sized the basin for the 5 year runoff from the entire site.

The soils in the vicinity of proposed improvements have been mapped as Barber-Urban Land Complex, which exhibit characteristics of hydrologic group "A" soils. For this particular site, an infiltration basin will be utilized for the treatment of stormwater runoff. The site is 2.05 acres in size; therefore an impervious coverage of 60,670 square feet results in a composite runoff curve number of 79. Atlas 14 rainfall frequency data was utilized for determining the 5-year 24 hour runoff volume needed. The 5-year 24-hour storm event is 3.29". It is anticipated that the overall development will produce 9,380 cubic feet of runoff for the 5-year event; whereas, the infiltration basin will accommodate 9,546 cubic feet of runoff.



The plans are preliminary at this point, as slight modifications may be considered after the public hearing and meeting with the owners. We are available for presenting this information at the next available utility commission meeting if necessary.

Please don't hesitate to call with any questions or concerns regarding this letter or any information included herein.

Sincerely,

WIDSETH SMITH NOLTING

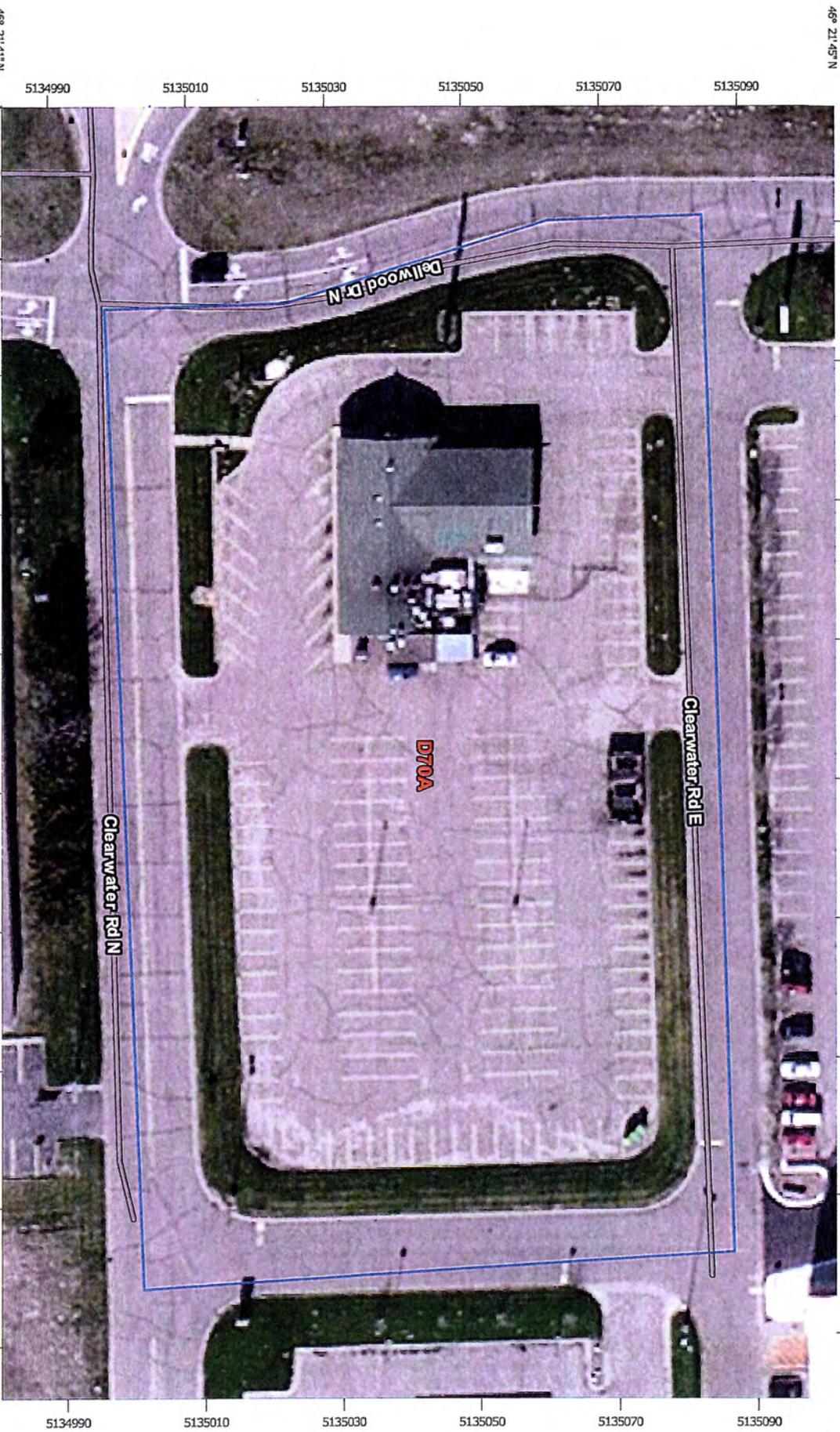
A handwritten signature in black ink, appearing to read "Timothy T. Ramerth", written over a horizontal line.

Timothy T. Ramerth, PE

Encl.

cc: Sean Raboin, HTG Architects
Laura Lutterman, HTG Architects

Soil Map—Crow Wing County, Minnesota
(Riverwood Bank)



46° 21' 45" N
404320
404340
404350
404380
404400
404420
404440
404460
404480
46° 21' 45" N

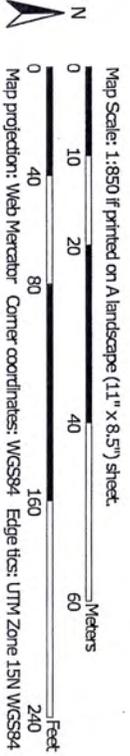
46° 21' 41" N
5134990
5135010
5135030
5135050
5135070
5135090
46° 21' 41" N

94° 14' 38" W

94° 14' 38" W

94° 14' 29" W

94° 14' 29" W



Map Scale: 1:850 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84

MAP LEGEND

	Area of Interest (AOI)		Spill Area
	Area of Interest (AOI)		Stony Spot
	Soils		Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
	Special Point Features		Water Features
	Blowout		Streams and Canals
	Borrow Pit		Transportation
	Clay Spot		+++
	Closed Depression		Rails
	Gravel Pit		Interstate Highways
	Gravelly Spot		US Routes
	Landfill		Major Roads
	Lava Flow		Local Roads
	Marsh or swamp		Background
	Mine or Quarry		Aerial Photography
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Crow Wing County, Minnesota
Survey Area Data: Version 10, Sep 18, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Crow Wing County, Minnesota (MN035)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
D70A	Barber-Urban land complex, 0 to 3 percent slopes	3.1	100.0%
Totals for Area of Interest		3.1	100.0%



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerals](#)

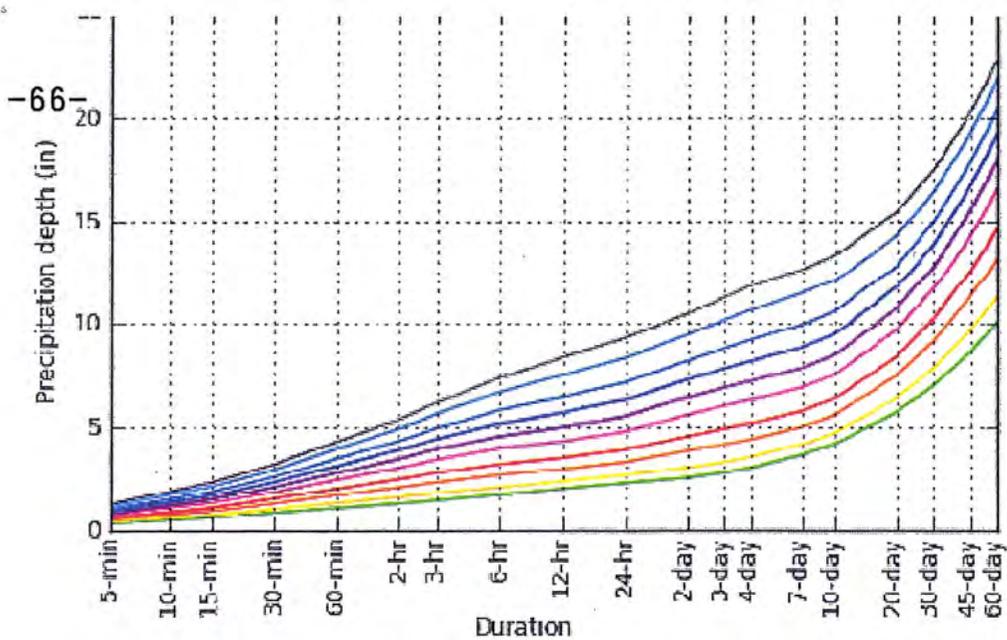
PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.354 (0.282-0.447)	0.419 (0.334-0.529)	0.526 (0.418-0.666)	0.616 (0.487-0.783)	0.743 (0.568-0.967)	0.841 (0.628-1.11)	0.941 (0.680-1.26)	1.04 (0.723-1.43)	1.18 (0.788-1.65)	1.29 (0.836-1.82)
10-min	0.518 (0.414-0.654)	0.613 (0.489-0.774)	0.770 (0.612-0.975)	0.903 (0.713-1.15)	1.09 (0.831-1.42)	1.23 (0.920-1.62)	1.38 (0.995-1.85)	1.53 (1.06-2.09)	1.73 (1.15-2.42)	1.88 (1.23-2.67)
15-min	0.632 (0.504-0.797)	0.748 (0.596-0.944)	0.940 (0.747-1.19)	1.10 (0.870-1.40)	1.33 (1.01-1.73)	1.50 (1.12-1.98)	1.68 (1.21-2.25)	1.86 (1.29-2.55)	2.11 (1.41-2.95)	2.30 (1.49-3.25)
30-min	0.867 (0.692-1.09)	1.03 (0.822-1.30)	1.30 (1.03-1.64)	1.53 (1.21-1.94)	1.84 (1.41-2.40)	2.08 (1.56-2.74)	2.33 (1.68-3.13)	2.59 (1.79-3.54)	2.92 (1.95-4.09)	3.18 (2.07-4.51)
60-min	1.09 (0.872-1.38)	1.32 (1.05-1.66)	1.69 (1.34-2.14)	2.00 (1.58-2.54)	2.43 (1.86-3.17)	2.77 (2.07-3.64)	3.11 (2.24-4.16)	3.45 (2.39-4.72)	3.91 (2.61-5.47)	4.27 (2.77-6.04)
2-hr	1.32 (1.06-1.64)	1.61 (1.29-2.01)	2.08 (1.67-2.60)	2.48 (1.98-3.11)	3.03 (2.33-3.90)	3.45 (2.60-4.49)	3.88 (2.83-5.15)	4.32 (3.02-5.85)	4.90 (3.30-6.79)	5.35 (3.51-7.50)
3-hr	1.45 (1.18-1.80)	1.78 (1.44-2.20)	2.32 (1.87-2.88)	2.77 (2.23-3.46)	3.40 (2.64-4.36)	3.90 (2.95-5.04)	4.39 (3.22-5.80)	4.90 (3.45-6.61)	5.59 (3.78-7.70)	6.11 (4.03-8.52)
6-hr	1.71 (1.40-2.09)	2.07 (1.69-2.53)	2.67 (2.18-3.28)	3.19 (2.59-3.93)	3.93 (3.09-5.00)	4.52 (3.47-5.81)	5.13 (3.81-6.72)	5.77 (4.10-7.71)	6.64 (4.55-9.08)	7.32 (4.88-10.1)
12-hr	2.01 (1.66-2.43)	2.35 (1.94-2.85)	2.95 (2.43-3.58)	3.48 (2.85-4.25)	4.28 (3.42-5.42)	4.94 (3.85-6.31)	5.65 (4.24-7.35)	6.40 (4.62-8.51)	7.47 (5.18-10.1)	8.32 (5.60-11.4)
24-hr	2.28 (1.91-2.74)	2.65 (2.21-3.17)	3.29 (2.74-3.95)	3.87 (3.21-4.67)	4.75 (3.84-5.96)	5.48 (4.31-6.93)	6.27 (4.76-8.08)	7.12 (5.18-9.37)	8.32 (5.82-11.2)	9.28 (6.31-12.6)
2-day	2.53 (2.14-3.00)	3.00 (2.53-3.55)	3.80 (3.20-4.52)	4.51 (3.77-5.37)	5.53 (4.49-6.82)	6.36 (5.04-7.92)	7.23 (5.53-9.19)	8.15 (5.98-10.6)	9.43 (6.65-12.5)	10.4 (7.16-14.0)
3-day	2.78 (2.36-3.27)	3.27 (2.78-3.85)	4.12 (3.49-4.86)	4.86 (4.10-5.76)	5.96 (4.87-7.30)	6.85 (5.46-8.47)	7.78 (5.99-9.83)	8.77 (6.48-11.3)	10.2 (7.21-13.4)	11.3 (7.76-15.0)
4-day	3.01 (2.58-3.53)	3.50 (2.99-4.10)	4.35 (3.70-5.11)	5.11 (4.32-6.02)	6.23 (5.13-7.62)	7.16 (5.74-8.83)	8.13 (6.30-10.2)	9.17 (6.81-11.8)	10.6 (7.58-14.0)	11.8 (8.17-15.6)
7-day	3.62 (3.12-4.20)	4.10 (3.53-4.75)	4.94 (4.24-5.74)	5.70 (4.86-6.65)	6.84 (5.69-8.29)	7.80 (6.31-9.53)	8.81 (6.89-11.0)	9.91 (7.42-12.6)	11.5 (8.24-15.0)	12.7 (8.86-16.7)
10-day	4.15 (3.60-4.78)	4.65 (4.02-5.36)	5.52 (4.76-6.38)	6.30 (5.41-7.31)	7.47 (6.24-8.98)	8.43 (6.86-10.2)	9.46 (7.43-11.7)	10.6 (7.95-13.4)	12.1 (8.76-15.7)	13.4 (9.38-17.5)
20-day	5.67 (4.97-6.45)	6.33 (5.54-7.21)	7.43 (6.48-8.48)	8.36 (7.25-9.58)	9.68 (8.12-11.4)	10.7 (8.78-12.8)	11.8 (9.32-14.3)	12.9 (9.76-16.1)	14.4 (10.5-18.3)	15.5 (11.0-20.1)
30-day	6.95 (6.13-7.85)	7.78 (6.85-8.79)	9.12 (8.01-10.3)	10.2 (8.91-11.6)	11.7 (9.84-13.6)	12.8 (10.5-15.1)	13.9 (11.1-16.8)	15.0 (11.4-18.5)	16.4 (12.0-20.8)	17.5 (12.5-22.5)
45-day	8.59 (7.63-9.63)	9.64 (8.55-10.8)	11.3 (9.98-12.7)	12.6 (11.1-14.2)	14.3 (12.1-16.5)	15.5 (12.8-18.1)	16.7 (13.3-19.9)	17.9 (13.6-21.8)	19.3 (14.1-24.1)	20.2 (14.5-25.9)
60-day	10.0 (8.93-11.2)	11.2 (10.0-12.5)	13.2 (11.7-14.7)	14.6 (12.9-16.5)	16.6 (14.0-18.9)	17.9 (14.9-20.8)	19.2 (15.3-22.7)	20.3 (15.6-24.7)	21.7 (16.0-27.1)	22.7 (16.3-28.9)

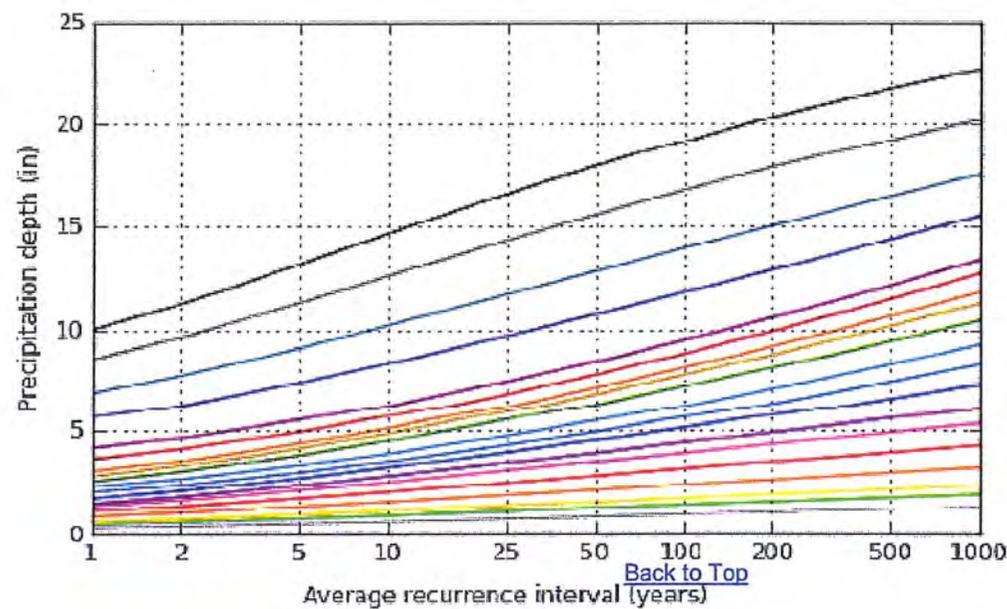
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical



- Average recurrence interval (years)
- 1
 - 2
 - 5
 - 10
 - 25
 - 50
 - 100
 - 200
 - 500
 - 1000



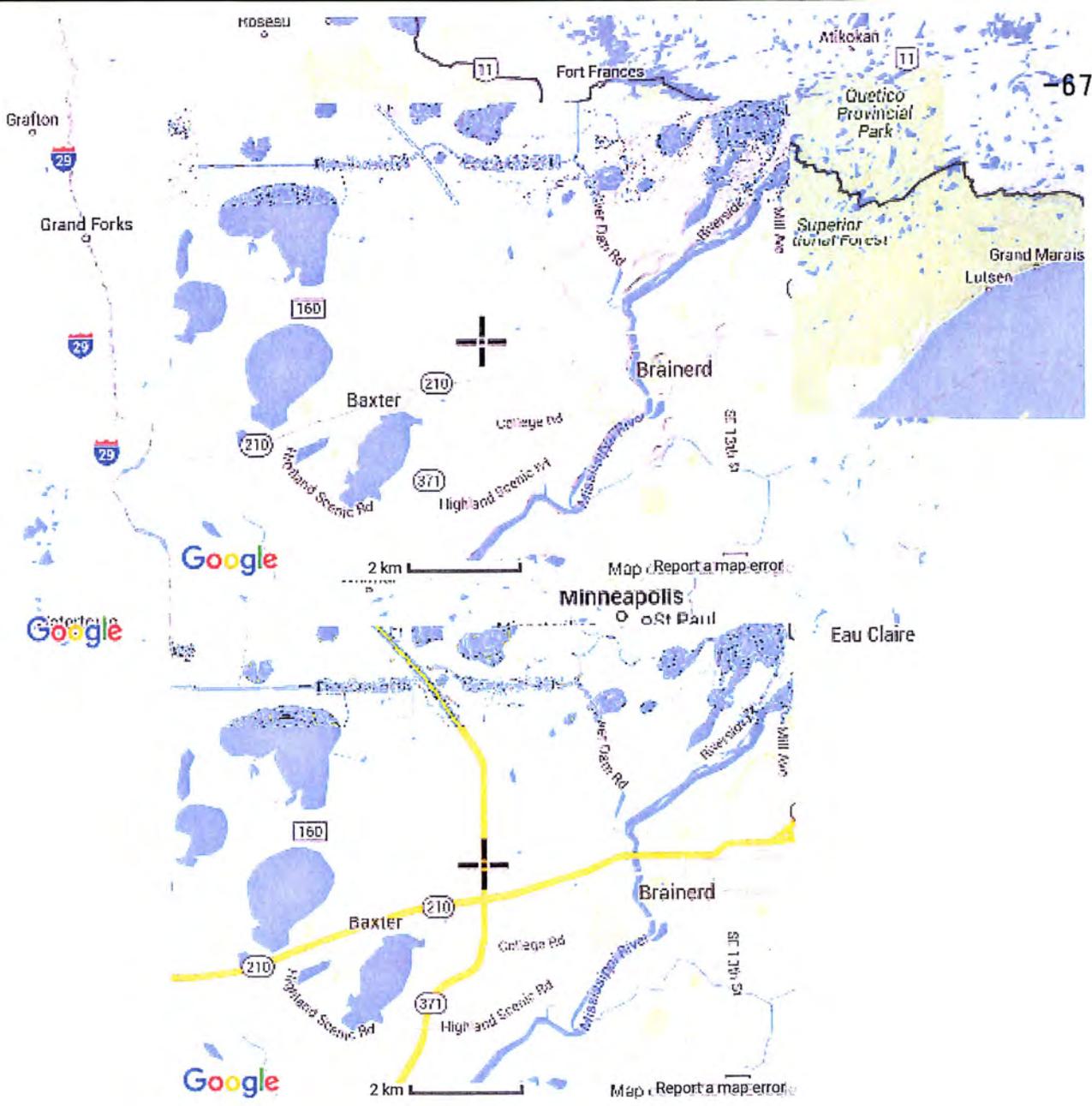
- Duration
- 5-min
 - 10-min
 - 15-min
 - 30-min
 - 60-min
 - 2-hr
 - 3-hr
 - 6-hr
 - 12-hr
 - 24-hr
 - 2-day
 - 3-day
 - 4-day
 - 7-day
 - 10-day
 - 20-day
 - 30-day
 - 45-day
 - 60-day

[Back to Top](#)

Maps & aerials

Created (GMT) Fri Feb 12 15:28:56 2016

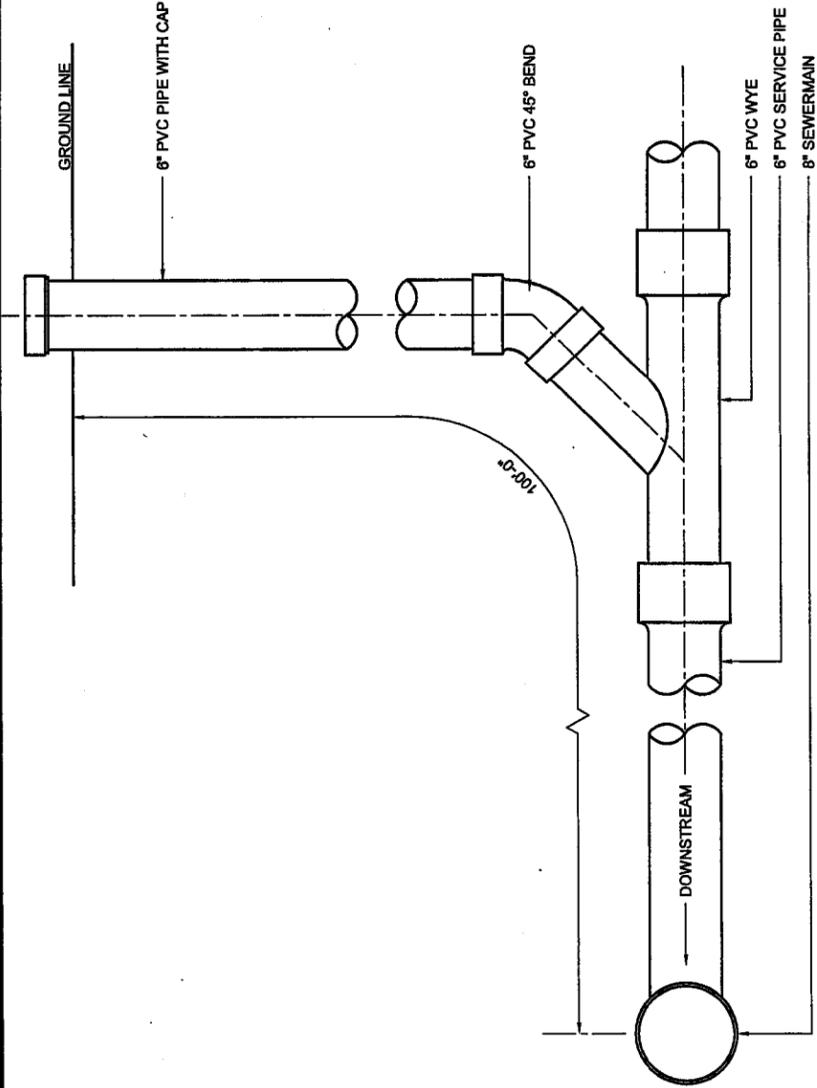
Small scale terrain



Large scale aerial

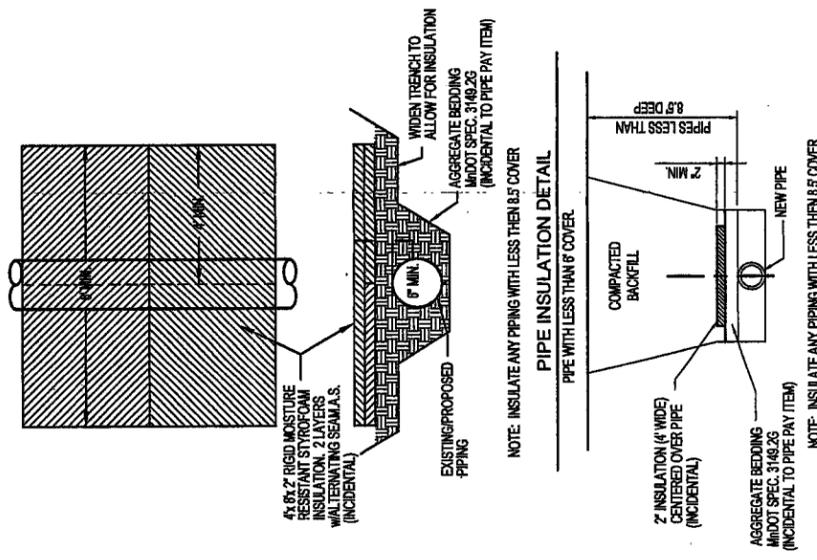


[Back to Top](#)



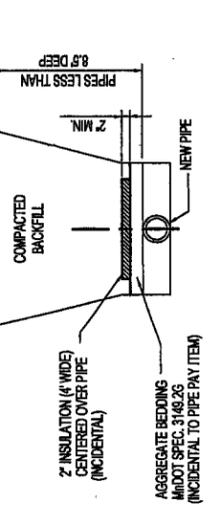
INSTALL ON DOWNSTREAM SIDE OF DEFLECTIONS LESS THAN 45° AND AT INTERVALS NOT GREATER THAN 100 FEET INCLUDING LENGTH OF CLEANOUT, ON STRAIGHT RUNS.

DATE	REVISION	DETAIL NO.
	1	1



NOTE: INSULATE ANY PIPING WITH LESS THAN 6.5" COVER

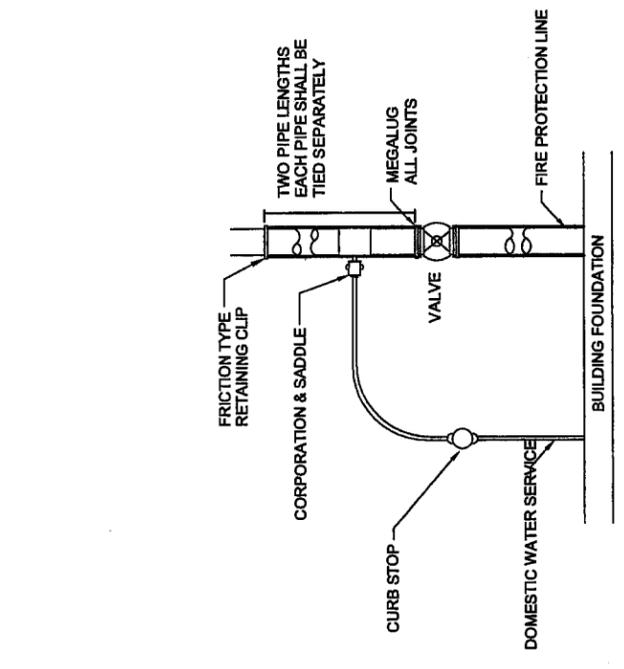
PIPE INSULATION DETAIL
PIPE WITH LESS THAN 6" COVER



NOTE: INSULATE ANY PIPING WITH LESS THAN 8.5" COVER

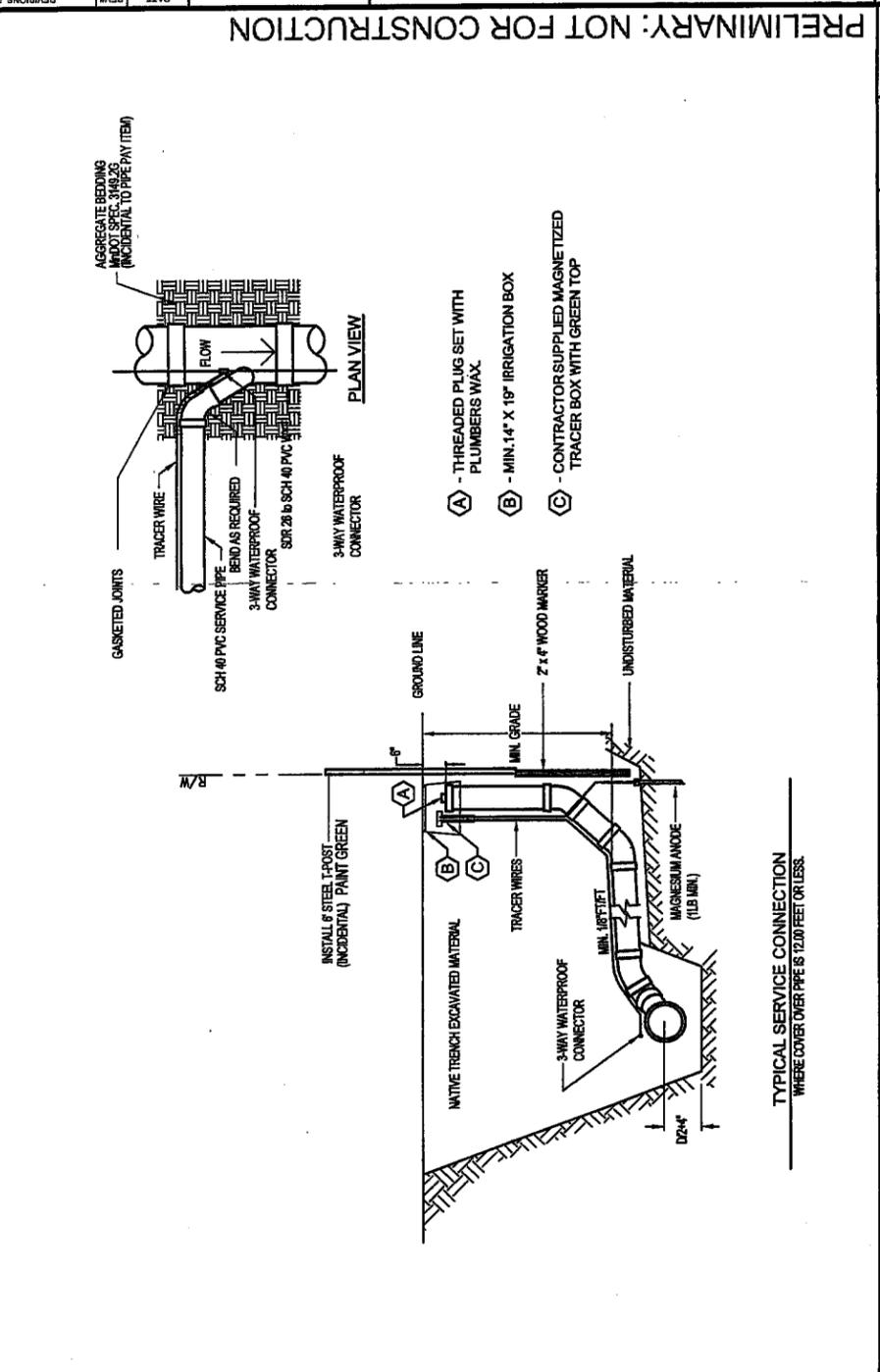
PIPE INSULATION DETAIL
PIPE WITH MORE THAN 6" COVER AND LESS THAN 8.5" COVER

DATE	REVISION	DETAIL NO.
	2	2



TWO PIPE LENGTHS EACH PIPE SHALL BE TIED SEPARATELY

DATE	REVISION	DETAIL NO.
	3	3



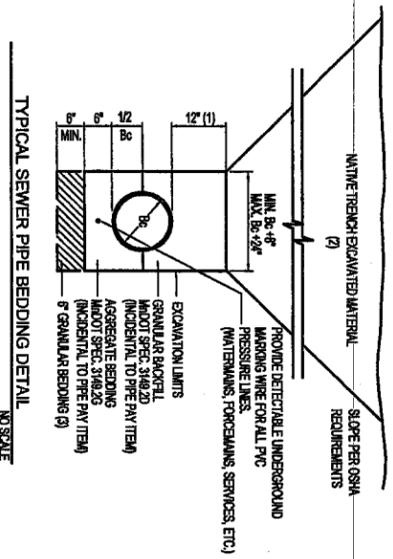
LEGEND:
 (A) - THREADED PLUG SET WITH PLUMBERS WAX
 (B) - MIN. 1/4" X 1/8" IRRIGATION BOX
 (C) - CONTRACTOR SUPPLIED MAGNETIZED TRACER BOX WITH GREEN TOP

TYPICAL SERVICE CONNECTION
WHERE COVER OVER PIPE IS 12.0 FEET OR LESS.

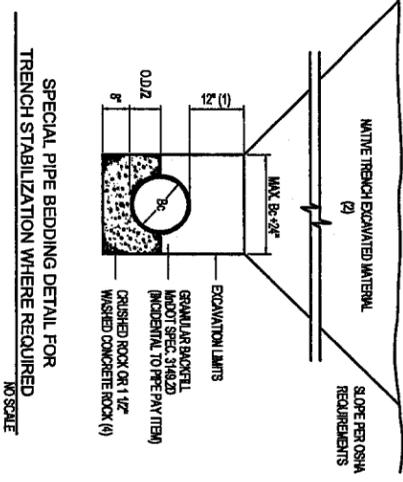
DATE	REVISION	DETAIL NO.	SHEET NO.
	4	4	2

CONSTRUCTION DETAILS
 RIVERWOOD BANK
 BAXTER, MINNESOTA

PRELIMINARY: NOT FOR CONSTRUCTION



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



PIPE BEDDING DETAILS

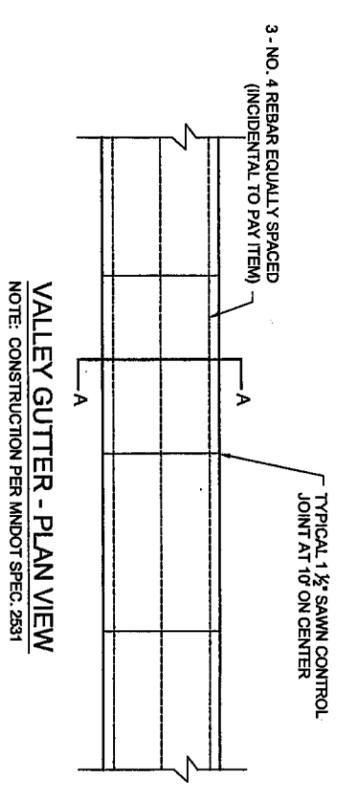
REVISIONS: 5

DETAIL NO. 5

PAVEMENT SECTION DETAIL

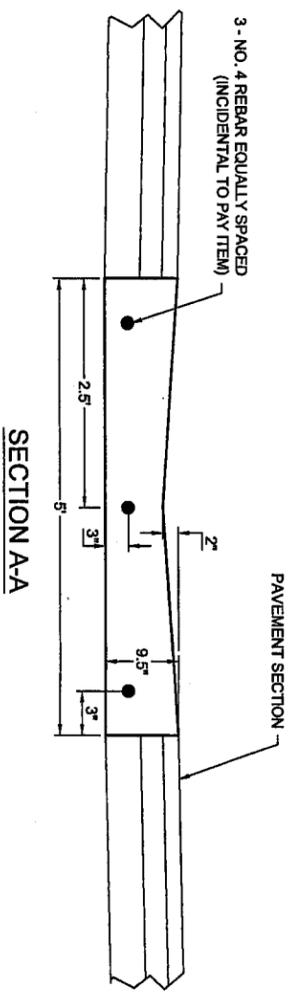
REVISIONS: 6

DETAIL NO. 6



VALLEY GUTTER - PLAN VIEW

NOTE: CONSTRUCTION PER MNDOT SPEC. 2531

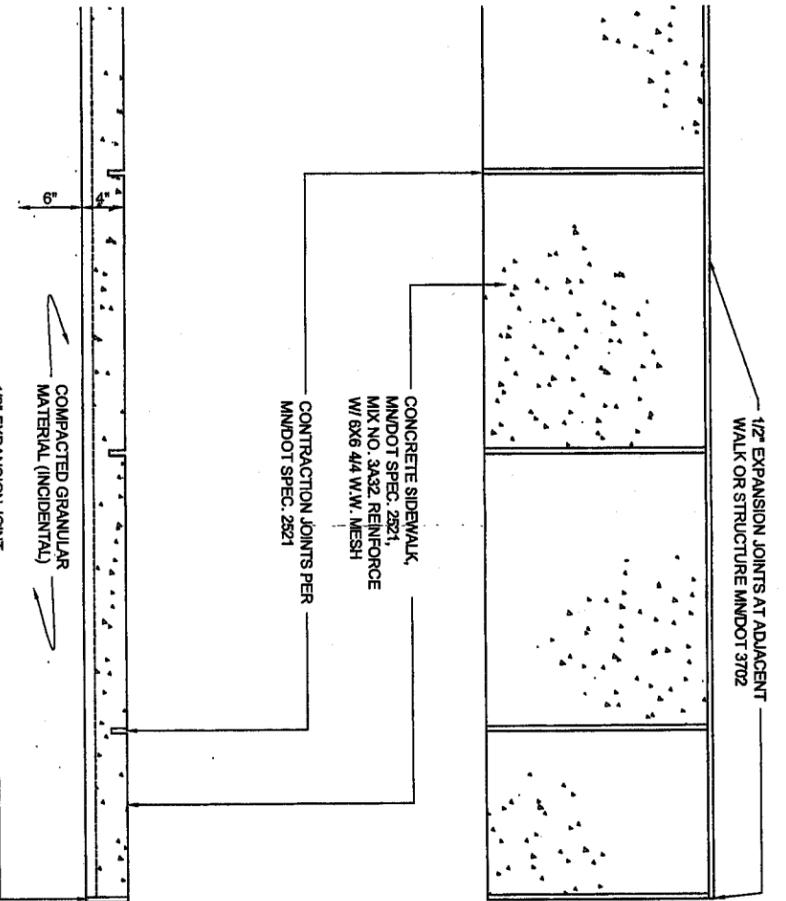


SECTION A-A

CONCRETE VALLEY GUTTER DETAIL

REVISIONS: 7

DETAIL NO. 7



HANDICAP ACCESSIBLE STALL STRIPING DETAIL

NOTE: SEE SITE PLAN FOR LOCATION DETAILS

NO SCALE

- NOTES:
1. UNLESS NOTED ELSEWHERE, ALL PAINT USED FOR STRIPING SHALL CONFORM TO STANDARD MNDOT REQUIREMENTS FOR BITUMINOUS PAINTING APPLICATIONS AS OUTLINED IN MNDOT SPECIFICATION NO. 3591. COLOR SHALL BE BRIGHT YELLOW.
 2. ONE HANDICAP PARKING AND ADVISORY SIGN (R7-8A) SHALL BE INSTALLED FOR EACH HANDICAP PARKING SPACE.

HANDICAP PARKING SPACE DETAIL

REVISIONS: 8

DETAIL NO. 8

PRELIMINARY: NOT FOR CONSTRUCTION

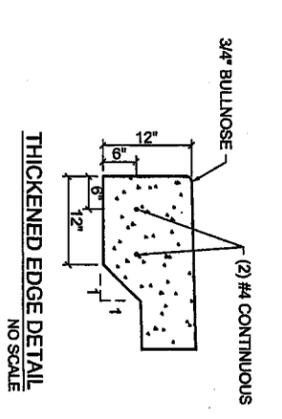
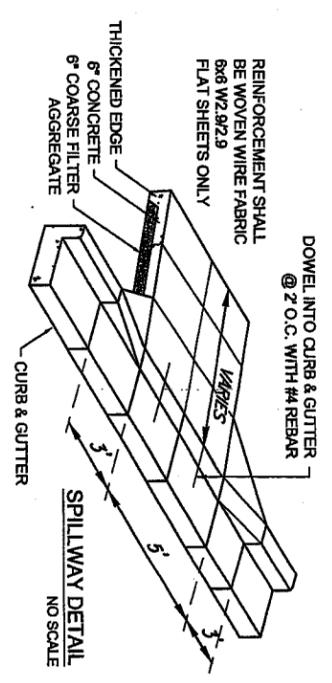
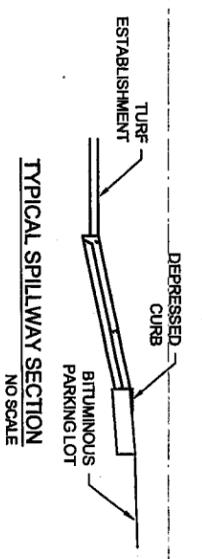
RIVERWOOD BANK
RIVERWOOD BANK
BAXTER, MINNESOTA

DATE	REV#	REVISIONS DESCRIPTION	BY
FEBRUARY, 2016			
AS SHOWN			

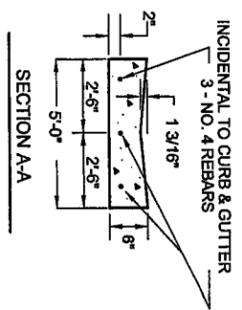
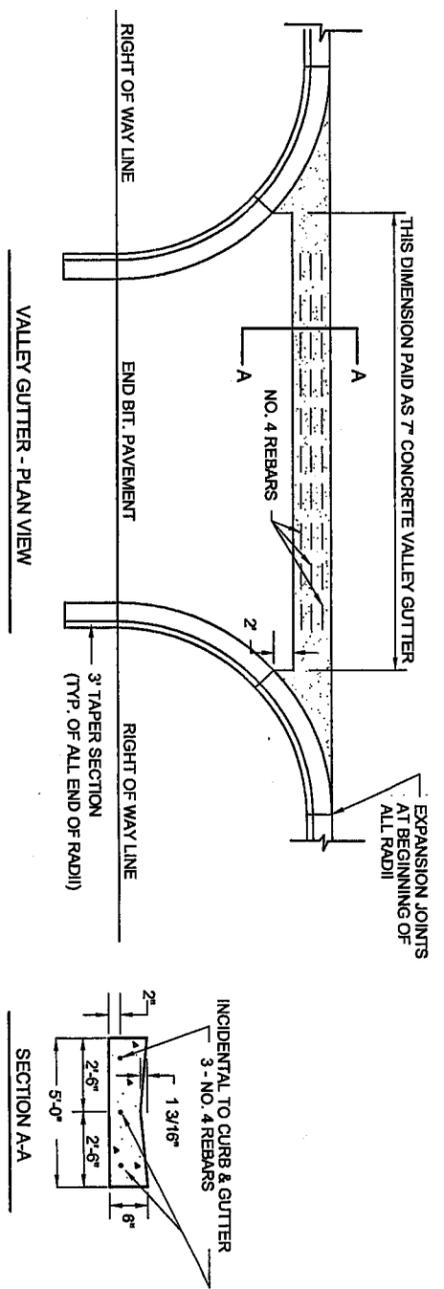
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

TIMOTHY T. RAMERTH DATE: MWDDYYTTC. NO. 41988

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental



REVISION	DATE	DESCRIPTION
13		CONCRETE SPILLWAY DETAIL



PRELIMINARY: NOT FOR CONSTRUCTION

4/02/2010 9:41 AM C:\Users\TTR\Documents\Riverwood Bank - Detail.dwg - A:\TTR\2010\201002\Riverwood Bank\CONCRETE VALLEY GUTTER DETAIL.dwg

<p>5 SHEET NO.</p>	<p>RIVERWOOD BANK RIVERWOOD BANK BAXTER, MINNESOTA</p>	<p>DATE: FEBRUARY, 2010 SCALE: AS SHOWN DRAWN BY: PMB CHECKED BY: TTR</p>	<p>DATE</p>	<p>REVISIONS DESCRIPTION</p>	<p>BY</p>	<p>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p>	<p>WIDSETH SMITH NOLTING Engineering Architecture Surveying Environmental</p>
	<p>CONCRETE VALLEY GUTTER DETAIL</p>	<p>JOB NUMBER: 0293B2003.001</p>	<p>TIMOTHY T. RAMERTH</p>	<p>DATE: MM/DD/YYYY. NO. 41988</p>			

STORM WATER POLLUTION PREVENTION PLAN NARRATIVE

Project Location: The Riverwood Bank site is located within the City of Baxter, MN. The site is located at the intersection of Clearwater Road and DeLwood Drive. A site location map has been provided detailing the location of the proposed improvements.

Existing Site Description: Currently the site has an existing building (formerly the Bonanza Restaurant) and a large area of blumorous pavement. The majority of stormwater runoff is directed towards the southeast corner of the parking lot as an inlet drain that is connected to the city stormwater system. Any stormwater that makes it off the site enters the city storm sewer system.

Proposed Site Description: The proposed improvements consist of removing the existing building and constructing a new building with a size of approximately 17,344 square feet. The existing blumorous pavement will be removed and replaced, and concrete curb and gutter will be utilized to improve site drainage. The total area of impervious surfaces will be reduced to approximately 0.63 acres. Permanent stormwater treatment is required and a detention basin will be constructed on site with an overflow structure connected to the city storm system. The basin has been adequately sized to infiltrate over 1' of runoff from the new impervious surfaces. In addition, the basin has been designed to maintain the peak discharge rate for the 2, 10, and 100 year 24-hour storm events. A stormwater management plan has been developed and is available upon request and shall be considered part of this SWPPP. The total land disturbance will be approximately 2.3 acres.

The proposed site consists of mainly of Barter Urban land complex (USCS soil type SM/AASHTO soil type A2-2). This soil type is of the hydrologic group A - meaning it will demonstrate a high infiltration rate. This will be especially useful in meeting the NPDES General Permit to have the water quality volume pass through the soil surface or filter media within 48 hours or less.

Stormwater runoff will be pretreated by the detention basin. This will act as a filter and all ow particulates to settle out of the runoff before it enters the overflow structure that is connected to the city storm sewer system.

Receiving Waters:

Name of water body	Type	Special water	Impaired water

Dates of Construction: The project will be started in May, 2015, with construction being completed in the Fall of 2016.

Contact Information:

Owner: Riverwood Bank
Contact: Paul Means
14091 Baxter Drive, Suite 117
Baxter, MN 56425
PAUL_MEANS@RIVERWOODBANK.COM
(218)-824-6588

Contractor: TBD after bidding

Estimated Erosion Prevention and Sediment Control Quantities

Item	Estimated Quantity
Rock Construction Entrance	1 EA
Turf Reinforcement Mat	77 SY
Silt Fence	777 LF
Sodding	7777 SY

Dewatering: It is anticipated that dewatering will be required during portions of the utility installation. The discharge for dewatering can be directed to the wetland, but measures shall be taken so that erosion does not occur at the discharge of the dewater pipe. The water shall be conveyed to the wetland in a non-erosive manner and shall have minimal potential for erosion.

Total disturbed area within project areas is as follows:	
Project	=
Disturbed Area	= 2.3 acres
Existing Impervious	= 1.83 acres
New Impervious Area	= 0 acres

Unique Storm Water Management Features

There are no special or impaired waters within one mile of the project site that will receive stormwater runoff.

TMDL Implementation Plans Containing Storm Water Requirements

No TMDL Implementation Plans currently exist for the receiving waters on this project.

Long Term Maintenance

Long term maintenance of the permanent storm water management system will be by Riverwood Bank. The detention basin and overflow structure shall be inspected annually. The detention basin shall be cleaned and restored to design grade after one third of the effective depth has been filled with sediment. The overflow structure shall be monitored and repaired for any defects that may develop.

Erosion Control Supervisor Requirements

The Contractor must identify an Erosion Control Supervisor (ECS) who is knowledgeable and experienced in the

application of erosion and sediment control Best Management Practices (BMP's). The ECS must work with the Contractor to oversee and implement the SWPPP, and the installation, inspection, and maintenance of erosion and sediment control BMP's before, during and after construction. The Contractor/ECS is required to comply with the training requirements in Part IV.A of the NPDES Permit. The permittee(s) shall ensure that employees are properly trained in the following areas with certification provided at the pre-construction conference:

SWPPP Preparation:

Name: Tim Rameath

Dates of instruction and training specifics are on file at Wisdeth Smith Nolting and are available upon request.

Site Manager:

Dates of Training:

Instruction Name providing Training: _____

Content of Training (incl. hours): _____

BMP Installation:

Name: _____

Dates of Training: _____

Content of Training (incl. hours): _____

The Contractor/ECS shall develop a chain of responsibility with all operators on the site to ensure that the SWPPP will be implemented and maintained until the project is fully completed. The Contractor/ECS shall be responsible for the implementation and maintenance of the SWPPP. The Contractor/ECS shall be responsible for the implementation and maintenance of the SWPPP. The Contractor/ECS shall be responsible for the implementation and maintenance of the SWPPP.

Individual Site Plans will be required by the E.C. Supervisor as deemed necessary. Refer to MnDOT 1717. A daily inspection log will be required by the E.C. Supervisor of all sediment, erosion and materials on site (ie. chemicals, etc.). This log shall be presented daily to the observer on site and kept current.

The E.C. Supervisor shall provide an inlet design schedule and protection plan for the entire project. This plan and schedule shall be presented to the engineer at their construction conferences. Minimum requirements of the plan and schedule shall include:

- date of proposed inlet protection device installation
 - protection device utilized
 - estimated duration of device in operation
 - schedule of subsequent devices that will be utilized for inlet protection
- The contractor shall have a petroleum release plan and shall have all necessary materials on hand to implement the plan. All employees shall be trained in implementation of the plan. The MPCA shall be informed of any petroleum spills.

STORM WATER POLLUTION PREVENTION PLAN NOTES:

Construction Practices to Minimize Storm Water Contamination

- Stockpiles should be constructed away from slopes and natural drainage ways.
- Collected solid waste, sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with MPCA disposal requirements.
- No construction materials can be buried on site.
- Licensed sanitary waste management handler must dispose of sanitary waste.
- Fertilizers must be stored in covered locations.
- Restricted access to chemical storage areas must be provided to prevent vandalism.
- All chemicals must be stored in locked containers when not in use.
- Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge.
- Vehicles must be monitored for leaks and preventative maintenance scheduled.
- Spill kits must be available during equipment fueling and preventative maintenance operations.
- External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on site.
- Asphalt substances must be applied according to manufacturer's recommendations.
- Spray guns must be cleaned on removable surfaces such as tarpaulins.
- Contractor/Erosion Control Supervisor must make a spill response plan before the application of any chemical that may be harmful to the environment.
- All spills must be reported immediately. Spill cleanup materials must be available on site. Material shall include but not limited to brooms, mops, rags, gloves, absorbent material, sand, plastic and metal containers. Spills that reach storm water conveyance systems connected to a Water of the State must be immediately reported to the MPCA State Duty Officer.
- Contractor must control weeds on the entire project site.
- Form release oil must be applied over a pallet covered with absorbent material to collect excess fluid. The

absorbent material shall be replaced when saturated.

- Dust control must be provided as conditions warrant.
- If this project is not stabilized before winter conditions stop construction activities, it shall be the contractor's responsibility to ensure sediment doesn't reach a water of the state. A written plan of this activity shall be included but not be limited to:
 - o date of proposed BMP employment
 - o duration of BMP's employed
 - o schedule of subsequent BMP's employed

Temporary and Permanent Erosion Control Practices

BMP's proposed for temporary and permanent erosion control are shown on the erosion control plan sheets and are further identified as follows:

Temporary Erosion Control Methods

All disturbed soil areas shall be temporarily mulched with Type 1 mulch within 7 days if the area is not being actively worked. Temporary seed mix 22-11-11 at a rate of 31 lbs/acre of Pure Live Seed will be used only in cases where disturbed soil areas are anticipated to remain unworked in excess of 7 days prior to placement of Type 1 mulch.

Permanent Erosion Control Methods

Permanent erosion control will be achieved by using 4" of topsoil with sod on all disturbed construction areas.

Temporary Sediment Control Methods

Silt fences or windrowed topsoil will be used as the primary control along each side of roadway at all low points and areas of high velocity drainage to prevent sediment from draining off roadway.

Unique Environmental Concerns

There are wetlands that are adjacent to the project. Special care shall be taken to minimize impacts to the surrounding wetlands.

Timing of BMP installation and erosion and sediment control BMP's must be installed as necessary to minimize erosion from disturbed surfaces and capture sediment onsite. All BMP's must conform to Part IV of the NPDES Permit.

Erosion Prevention Practices

The Contractor/ECS is responsible for the Erosion Prevention Practices contained in Part IV.B of the NPDES Permit. The Contractor/ECS must plan for and implement appropriate construction phasing, vegetative buffer strips, horizontal slope grading and other construction practices that minimize erosion. The location of areas not to be disturbed (marked) on the development site before work begins.

All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.

The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the construction site, must be stabilized within 200 linear feet from the property edge, or from the discharge into any surface water. Stabilization must be complete within 24 hours after connecting to surface water.

Pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours after connection to a surface water.

Sediment Control Practices

The Contractor/ECS is responsible for the Sediment Control Practices contained in Part IV.C of the NPDES Permit. Sediment Control Practices must be installed on all down gradient perimeters before any up gradient land disturbing activities begin. There shall be no unbroken slope length greater than 75 feet for slopes with a grade of 3:1 or steeper. These practices must remain in place until Final Stabilization has been established in accordance with Part IV.G of the NPDES Permit.

The timing of installation of Sediment Control Practices may be adjusted to accommodate short-term activities such as clearing or grubbing, or passage of vehicles. Short-term activities must be completed as quickly as possible and the practices must be installed immediately after the activity is completed. However, the Sediment Control Practices must be installed before the next precipitation event even if the activity is not complete.

All storm drain inlets must be protected by appropriate BMP's during construction until all sources with potential for discharging to the inlet have been stabilized. Inlet protection may be removed if a specific safety concern has been identified and the procedure in Part IV.C.4 of the NPDES Permit is followed.

Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as curb and gutter systems, or conduit and ditches unless there is a bypass for stormwater.

Vehicle tracking of sediment from the construction site must be minimized by BMP's such as stone or wood chip pads, concrete or steel wash racks, or equivalent systems. Street sweeping with collection must be used if such BMP's are not adequate to prevent sediment from being tracked onto the street (see Part IV.E.4.d of the NPDES Permit).

Dewatering related to the construction activity must comply with Part IV.D of the NPDES Permit. Dewatering discharge that may have turbid or sediment laden discharge must be discharged to a temporary or

permanent sedimentation basin on the project site whenever possible and BMP's must be implemented to prevent water containing sediment or other pollutants from being discharged to a Water of the State. Contractor may construct temporary sedimentation basins in accordance with Part III.B of the NPDES Permit.

Pollution Prevention:

Each contractor on site is individually responsible for maintaining a clean and safe work site. The person responsible shall dispose of all solid waste properly and in compliance with the MPCA disposal requirements. Solid waste includes but is not limited to: collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris. The person responsible shall be responsible for all hazardous materials during construction. Oil, gasoline, grease, paint and other hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks and unwanted discharges.

Refrigerant storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in accordance with the MPCA regulations. External washing of trucks and other construction equipment is prohibited on this project site.

Concrete washout sites: all liquid and solid wastes generated by concrete washout operations must be contained in a leak proof containment facility or impermeable liner. A compacted clay liner that does not allow washout liquids to enter the ground water is considered an impermeable liner. Another option to provide an impermeable basin in sandy soils is to construct a basin 18 inches deep with a minimum size of 12 feet by 14 feet. The basin should then be lined with a 10-mil poly liner that is secured on the perimeter. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with the MPCA regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.

The following telephone numbers are provided for assistance to the contractors and are not necessarily comprehensive; it is the responsibility of the individual contractor to make sure of proper notification.

Poison Control (800) 222-1222
24 Hour Spill Emergency (800) 422-0798

Payment/Cost for permanent and temporary erosion and sediment control measures shown on the plans will be paid per unit bid prices. The costs to maintain and remove these devices shall be incidental to the bid items. The cost for temporary seeding, soil stabilization, or any additional temporary erosion and sediment control devices shall be paid according to MNDOT Spec. 2573.5 or 2575.5 as applicable. All cost for documentation required by the Permit shall be incidental to other items unless a specific bid item is established.

Contacts

Agency	Permit	Name	Phone Number
MPCA	NPDES	Scott Lucas	218-316-3874
City of Brainerd	City	Jesse Freihammer	218-828-2309
SWPPP Design	WSN	Justin Schult	218-316-3633
EC Supervisor			

Amendments to the SWPPP:

Date: _____

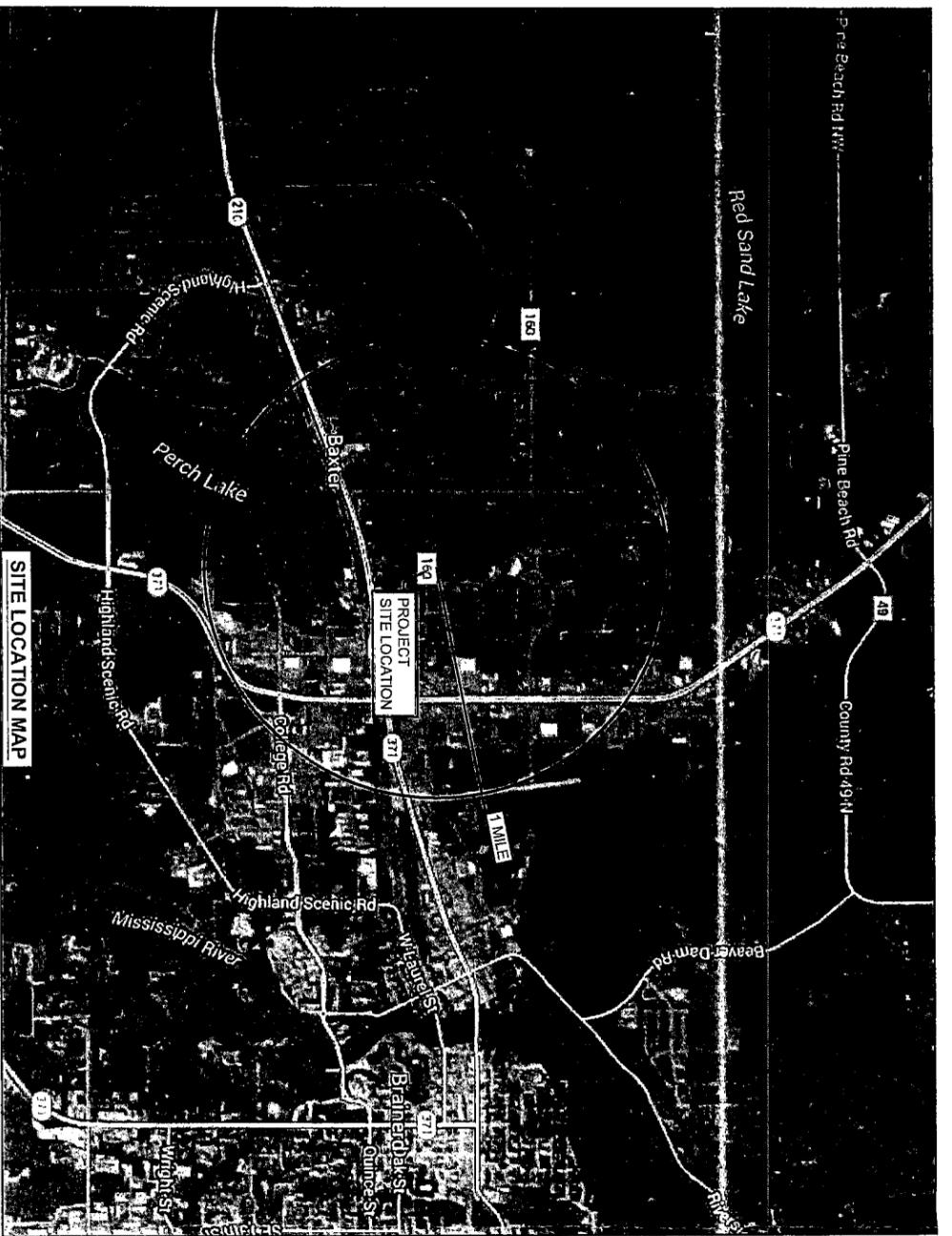
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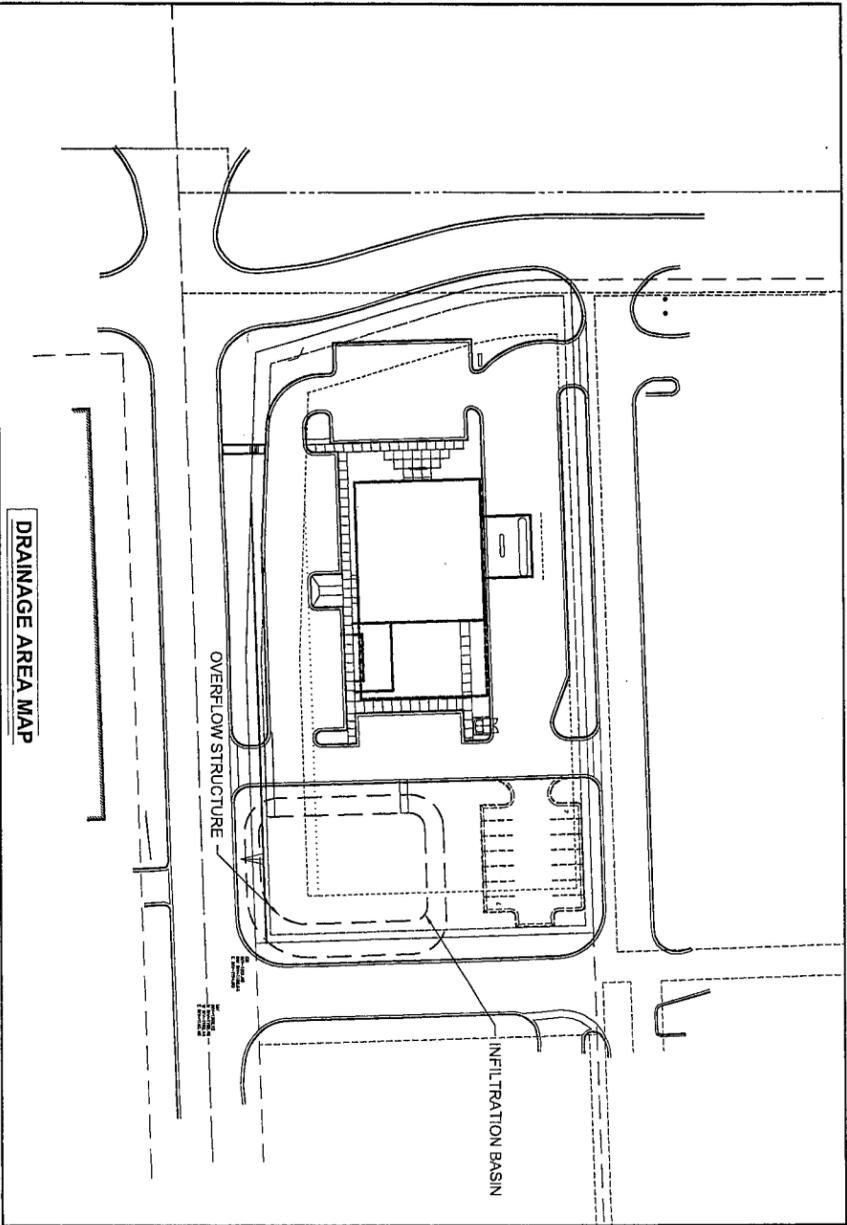
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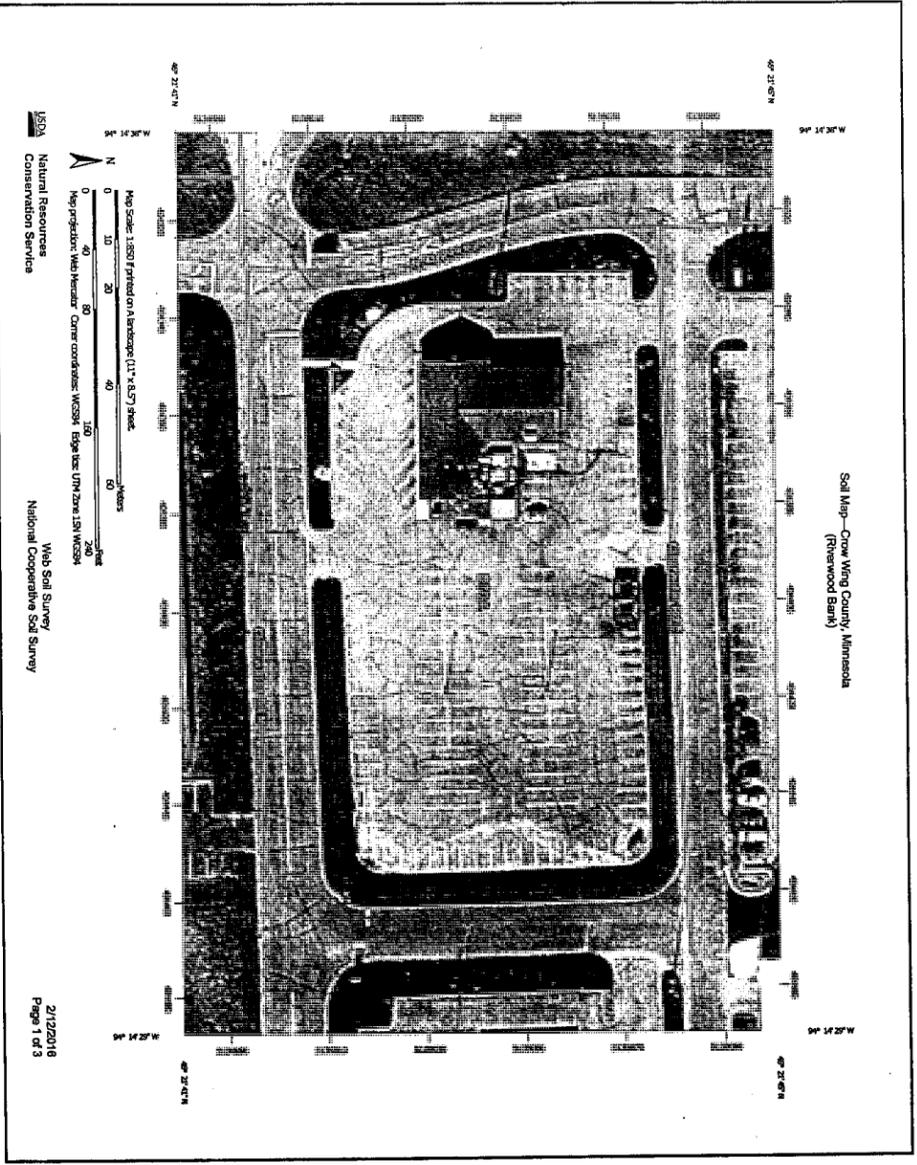




SITE LOCATION MAP



DRAINAGE AREA MAP



Soil Map - Crow Wing County, Minnesota (Renewed Bank)

Engineering Properties (MN) - Crow Wing County, Minnesota

Report - Engineering Properties (MN)

Map unit symbol and soil name	pct. of hydrolo gic unit	Depth	USDA texture	Classification		Fragments				Percentage passing sieve number -				Liquid limit	Plasticity index
				Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200				
D70A - Barber-Urban land complex, 0 to 3 percent slopes		In				Pct	Pct								Pct
Barber	50 A/D	0-3	Loamy fine sand	SM	A-2-4	0	0	100	100	91-97	28-34	0-30			NP-5
		3-18	Fine sand, loamy fine sand	SM	A-2-4	0	0	100	100	92-95	27-30	0-19			NP-3
		18-30	Fine sand, sand	SM	A-2-4	0	0	100	100	93-98	13-16	0-16			NP-1
		30-50	Fine sand, loamy sand	SM	A-2-4	0	0	100	100	93-95	10-14	0-14			NP

Data Source Information

Soil Survey Area: Crow Wing County, Minnesota
 Survey Area Date: Version 10, Sep 18, 2015

USDA Natural Resources Conservation Service
 Web Soil Survey National Cooperative Soil Survey

2/12/2016
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PRELIMINARY: NOT FOR CONSTRUCTION

RIVERWOOD BANK RIVERWOOD BANK BAXTER, MINNESOTA STORMWATER POLLUTION PREVENTION PLAN - MAPS SHEET NO. 7	DATE: FEBRUARY, 2016	DATE	REV#	REVISIONS DESCRIPTION	BY	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. TIMOTHY T. RAMERTH DATE: MM/DD/YYYY/CC. NO. 41905
	SCALE: AS SHOWN					
	DRAWN BY: INITIALS					
	CHECKED BY: TTR					
JOB NUMBER: 0283B2003.001						





GENERAL REMOVALS NOTES:

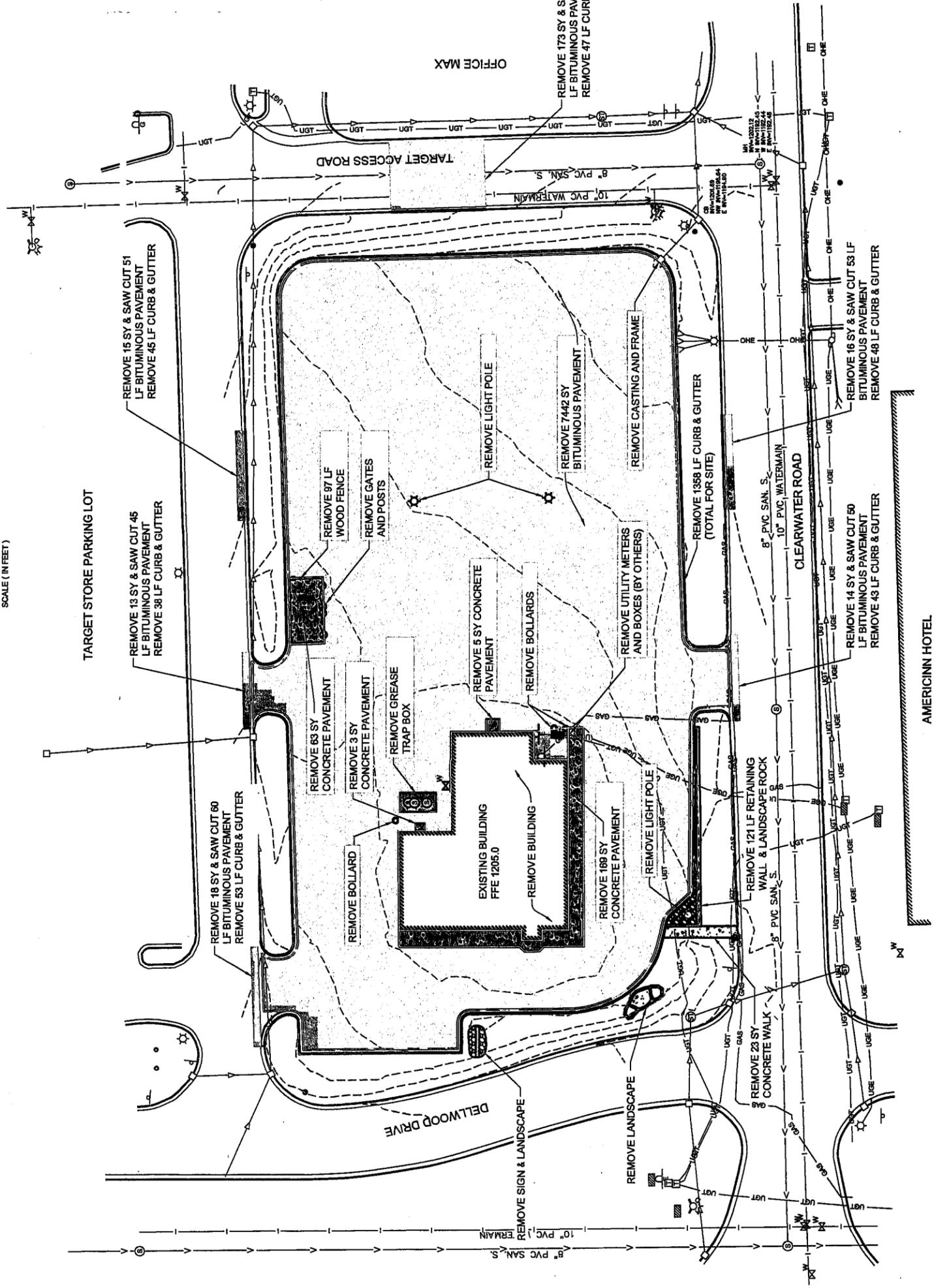
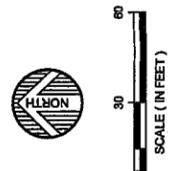
- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D.
- CONTRACTOR SHALL CALL GOPHER STATE ONE CALL PRIOR TO BEGINNING REMOVALS.
- PRIVATE UTILITY LOCATES ARE TO BE COORDINATED WITH THE RESPECTIVE UTILITY COMPANIES.
- ALL EROSION CONTROL MEASURES AS SHOWN ON THE EROSION CONTROL PLAN ARE TO BE IN PLACE PRIOR TO BEGINNING REMOVALS.
- CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, CONCRETE PAVEMENT, BITUMINOUS PAVEMENT, BUILDINGS, LIGHT POLES & BASES, ETC. NOT NOTED FOR DEMOLITION & REMOVAL DURING REMOVALS. ANY DAMAGED STRUCTURES TO REMAIN SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER.
- ALL SAWCUT EDGES IN CONCRETE WALK, CONCRETE PAVEMENT AND BITUMINOUS PAVEMENT SHALL BE PROTECTED AFTER REMOVALS THROUGH THE DURATION OF THE PROJECT. PAYMENT FOR SAWCUTTING WILL BE MADE ONLY ONCE. ADDITIONAL SAWCUTTING TO MAINTAIN A CLEAN VERTICAL SAWCUT EDGE WILL BE AT THE EXPENSE OF THE CONTRACTOR.
- ALL MATERIALS IDENTIFIED FOR REMOVAL SHALL BE DISPOSED OFF SITE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL RULES.

GENERAL NOTES:

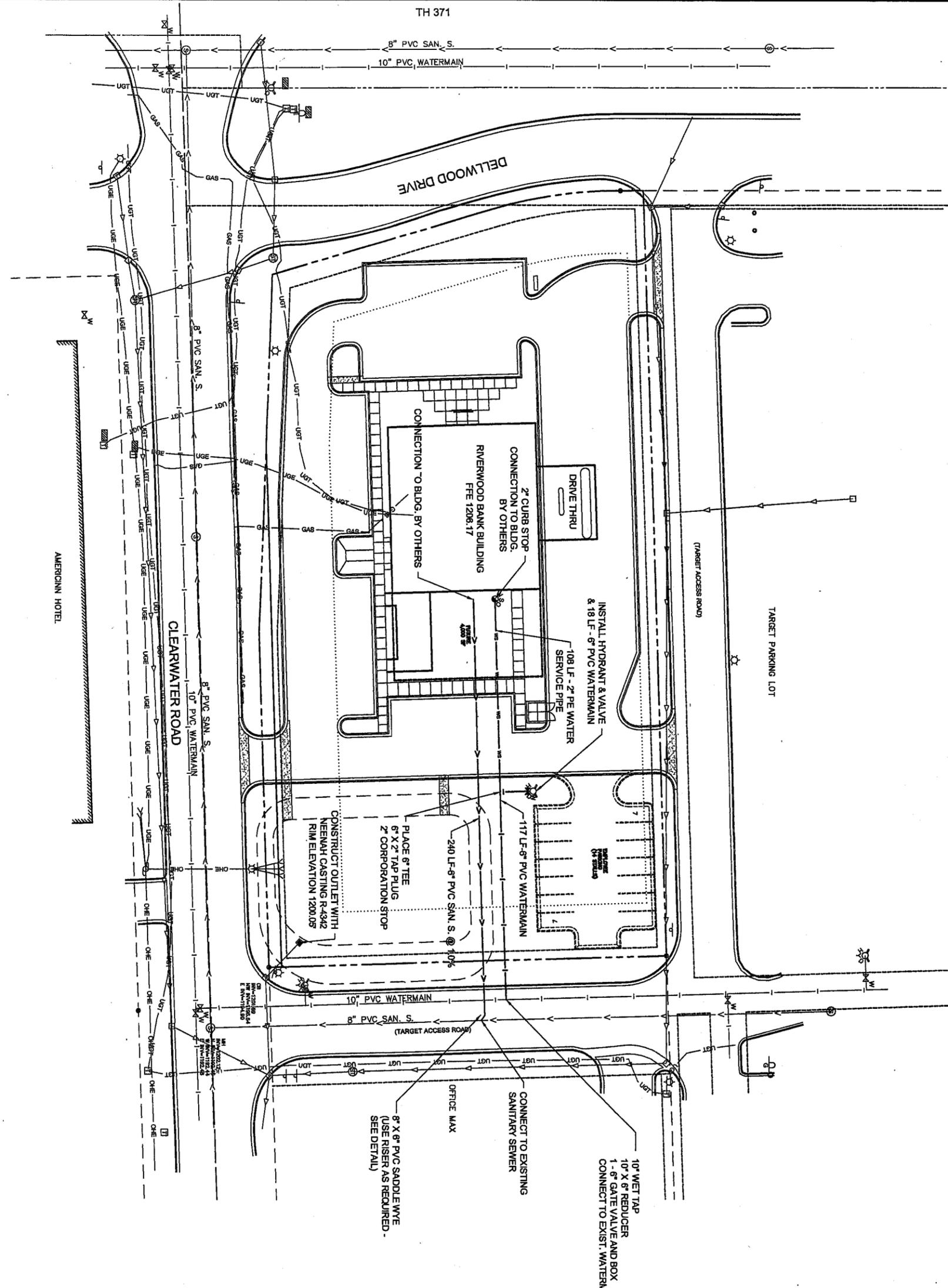
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN IN THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO COMMENCING CONSTRUCTION. THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES NOTED IN THE FIELD.
- REFER TO THE PLAT FOR LOT LINE BEARINGS, DIMENSIONS AND AREAS.
- REFER TO THE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF RAMPS AND EXITS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL. THE TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.



PRELIMINARY: NOT FOR CONSTRUCTION



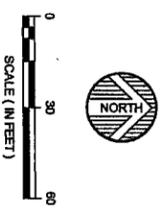
TH 371



GENERAL UTILITY NOTES:

- THE UTILITIES SHOWN ON THE PLAN ARE SHOWN IN AN APPROXIMATE WAY ONLY. IT IS NOT GUARANTEED THAT ANY OR ALL UTILITIES HAVE BEEN LOCATED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE LOCATIONS PRIOR TO BIDDING AND CONSTRUCTING THE PROJECT.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION LOCATES AND SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AT LEAST 48 HOURS BEFORE CONSTRUCTION.
 - THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CLASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
 - UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES AND TESTING SHALL CONFORM TO THE LATEST EDITION OF THE "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL / SURFACE RESTORATION, WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PUBLISHED BY THE CITY ENGINEER'S ASSOCIATION OF MINNESOTA AND TO THE "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION, 2005 EDITION. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY AND THE MINNESOTA PLUMBING CODE.
 - THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE THE PROPERTY LIMITS.
 - COORDINATE SERVICE LOCATION ENTRIES WITH THE MECHANICAL ENGINEER.
 - WATER SERVICE LINES SHALL BE INSTALLED WITH A MINIMUM OF 8.5 FEET OF COVER.
 - PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
 - A MINIMUM OF 18 INCH VERTICAL SEPARATION SHALL BE REQUIRED AT ALL WATER MAIN CROSSINGS WITH SANITARY SEWER AND STORM SEWER.
 - UTILITY SERVICES TERMINATE 5 FEET OUTSIDE THE BUILDING WALL UNLESS OTHERWISE STATED. SEE ARCHITECTURAL PLAN OR MECHANICAL PLAN FOR EXACT LOCATION AND CONSTRUCTION DETAILS FROM BUILDING WALL TO 5 FEET OUTSIDE BUILDING WALL.
- GENERAL NOTES:**
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN IN THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO COMMENCING CONSTRUCTION. THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES NOTED IN THE FIELD.
 - REFER TO THE PLAT FOR LOT LINE BEARINGS, DIMENSIONS AND AREAS.
 - REFER TO THE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF RAMPS AND EXITS.
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 - THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.
 - THE CONTRACTOR SHALL VERIFY ALL EXISTING INVE RT LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.

PRELIMINARY: NOT FOR CONSTRUCTION



AN2023B-Suburban Land Survey/2023020301-Riverwood Bank - Clearwater Drive - 1/11/2023 10:00 AM - Riverwood Bank/CADD/CADD-UT-2023020301.dwg Printed By: Paul Bisher 2/19/2023 12:42:58 PM © 2018 WIDSETH SMITH NOLTING

RIVERWOOD BANK RIVERWOOD BANK BAXTER, MINNESOTA UTILITY PLAN SHEET NO. 9	DATE: FEBRUARY, 2018 SCALE: AS SHOWN DRAWN BY: PMB CHECKED BY: TTR JOB NUMBER: 0293B2003.001	DATE: _____ REV# _____ REVISIONS DESCRIPTION _____ BY _____	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. TIMOTHY T. RAMERTH DATE: MM/DD/YYYYIC. NO. 41698
	WIDSETH SMITH NOLTING Engineering Architecture Surveying Environmental		



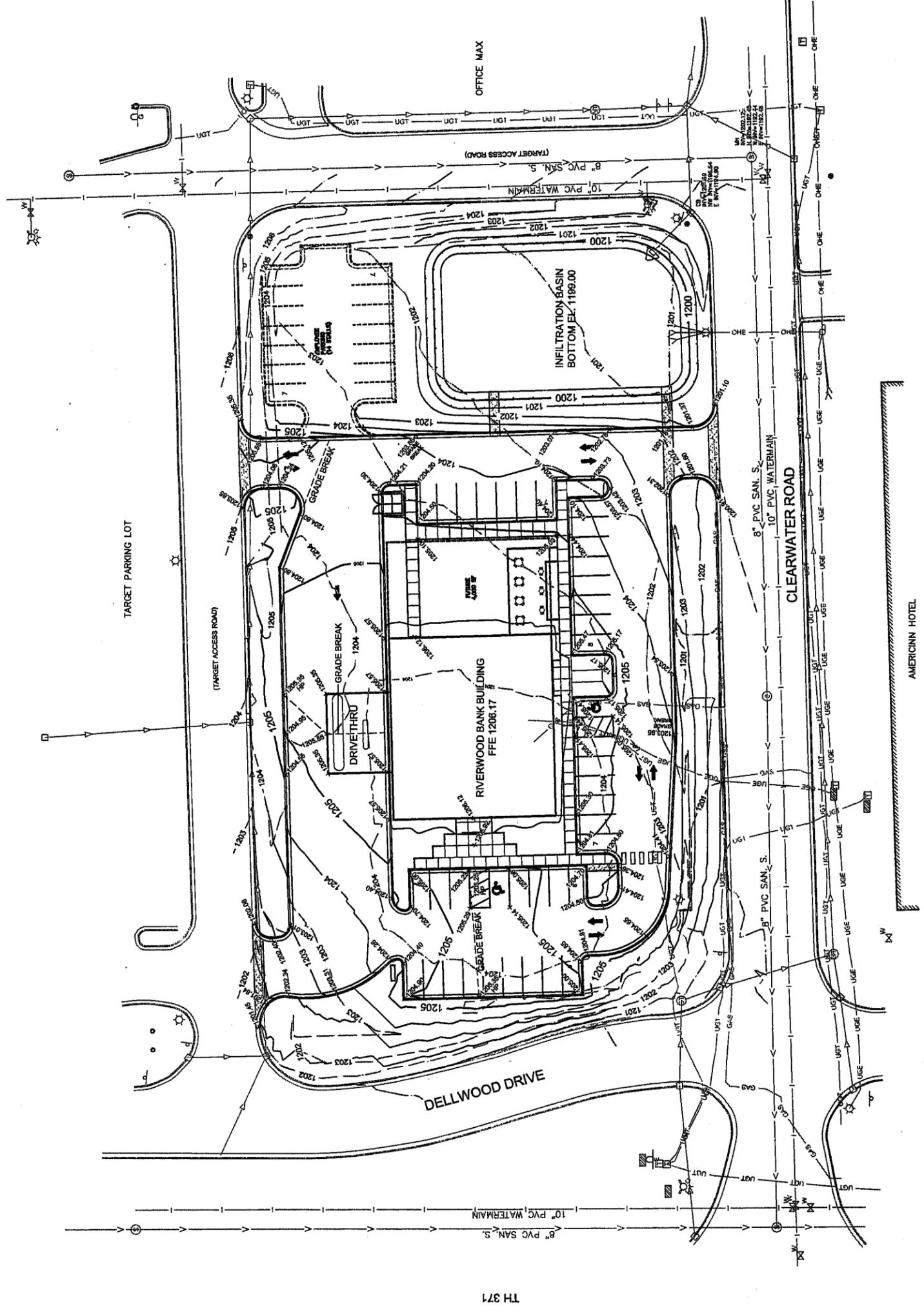
DATE	REVISIONS DESCRIPTION	BY
FEBRUARY, 2018 <td>AS SHOWN <td>PMB </td></td>	AS SHOWN <td>PMB </td>	PMB
	CHECKED BY:	TTR
	JOB NUMBER:	0293B2003.001

GENERAL GRADING NOTES:

- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE, AND FEDERAL REGULATIONS INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- HAULING HOURS MUST BE CONFIRMED WITH THE CITY PRIOR TO BEGINNING WORK.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS, GUTTER FLOW LINE, AND FINISHED SURFACE GRADE, UNLESS OTHERWISE NOTED.
- ALL STREETS UTILIZED FOR PROJECT CONSTRUCTION MUST BE CLEANED AT THE END OF EACH DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO THE DETAILS TO REDUCE TRACKING OF SEDIMENT ONTO PUBLIC STREETS. STREET SWEEPING MAY BE NECESSARY AND WILL BE CONSIDERED INCIDENTAL.
- ALL EXPOSED SOILS MUST BE STABILIZED WITHIN 14 CALENDAR DAYS OF ROUGH GRADE COMPLETION OF AFTER CONSTRUCTION TERMINATES. ALL STOCKPILES SHALL HAVE ADEQUATE SEDIMENT TRAPPING SYSTEMS INSTALLED AROUND THEM.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE NOTED ON THE PLANS.
- INLET PROTECTION SHALL BE INSTALLED AT ALL STORM SEWER INLETS WHICH HAVE A POTENTIAL TO RECEIVE RUNOFF FROM THE CONSTRUCTION SITE.
- INFILTRATION AREA SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES TO AVOID COMPACTION OF THE SOILS. IT IS RECOMMENDED THIS AREA BE FENCED OFF AND NOT UTILIZED FOR CONSTRUCTION STAGING, STOCKPILING MATERIALS, OR ANY OTHER CONSTRUCTION RELATED ACTIVITY. HEAVY EQUIPMENT SHALL NOT ALLOWED IN THE INFILTRATION AREA. THE INFILTRATION AREA SHALL BE SHAPED TO FINAL GRADE AND ALL HEAVY CONSTRUCTION EQUIPMENT SHALL NOT BE ALLOWED IN THE BASIN.
- ALL UNPAVED AREAS THAT ARE DISTURBED SHALL RESTORED WITH 4 INCHES OF TOPSOIL AND SOD. REFER TO THE SWPPP FOR PERMANENT AND TEMPORARY EROSION CONTROL MEASURES.
- POSITIVE DRAINAGE FROM THE SITE SHALL BE PROVIDED AT ALL TIMES.

GENERAL NOTES:

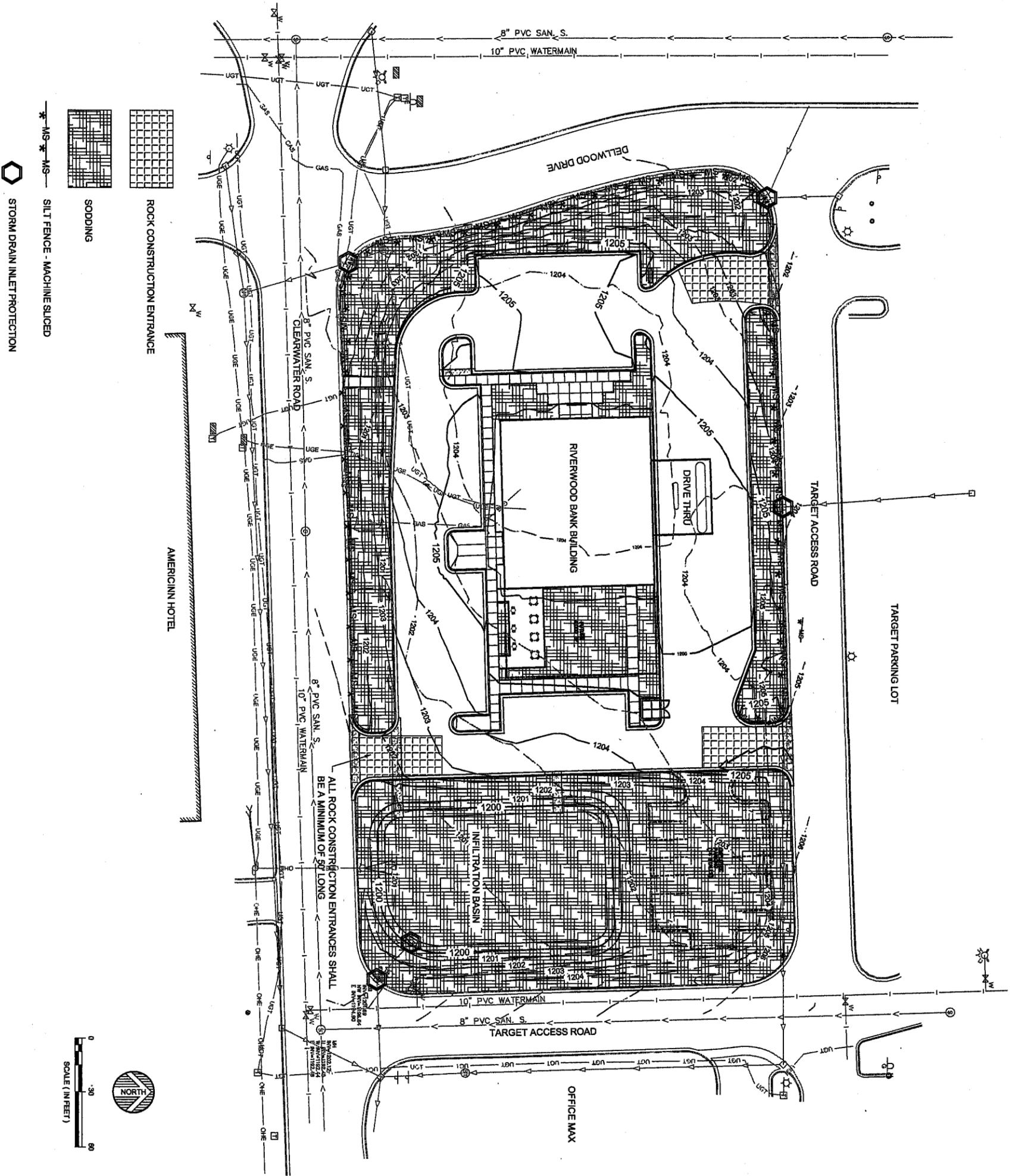
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- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.



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GENERAL EROSION CONTROL NOTES:

- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE, AND FEDERAL REGULATIONS INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- ALL STREETS UTILIZED FOR PROJECT CONSTRUCTION MUST BE CLEANED AT THE END OF EACH DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO THE DETAILS TO REDUCE TRACKING OF SEDIMENT ONTO PUBLIC STREETS. STREET SWEEPING MAY BE NECESSARY AND WILL BE CONSIDERED INCIDENTAL.
- ALL EXPOSED SOILS MUST BE STABILIZED WITHIN 14 CALENDAR DAYS OF ROUGH GRADE COMPLETION OF AFTER CONSTRUCTION TERMINATES. ALL STOCKPILES SHALL HAVE ADEQUATE SEDIMENT TRAPPING SYSTEMS INSTALLED AROUND THEM.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE NOTED ON THE PLANS.
- INLET PROTECTION SHALL BE INSTALLED AT ALL STORM SEWER INLETS WHICH HAVE A POTENTIAL TO RECEIVE RUNOFF FROM THE CONSTRUCTION SITE.
- INFILTRATION AREA SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES TO AVOID COMPACTION OF THE SOILS. IT IS RECOMMENDED THIS AREA BE FENCED OFF AND NOT UTILIZED FOR CONSTRUCTION STAGING, STOCKPILING MATERIALS, OR ANY OTHER CONSTRUCTION RELATED ACTIVITY. HEAVY EQUIPMENT SHALL NOT ALLOWED IN THE INFILTRATION AREA. THE INFILTRATION AREA SHALL BE SHAPED TO FINAL GRADE AND ALL HEAVY CONSTRUCTION EQUIPMENT SHALL NOT BE ALLOWED IN THE BASIN.
- ALL UNPAVED AREAS THAT ARE DISTURBED SHALL RESTORED WITH 4 INCHES OF TOPSOIL AND SOD. REFER TO THE SWPPP FOR PERMANENT AND TEMPORARY EROSION CONTROL MEASURES.
- POSITIVE DRAINAGE FROM THE SITE SHALL BE PROVIDED AT ALL TIMES.

GENERAL UTILITY NOTES:

- THE UTILITIES SHOWN ON THE PLAN ARE SHOWN IN AN APPROXIMATE WAY ONLY. IT IS NOT GUARANTEED THAT ANY OR ALL UTILITIES HAVE BEEN LOCATED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE LOCATIONS PRIOR TO BIDDING AND CONSTRUCTING THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION LOCATES AND SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AT LEAST 48-HOURS BEFORE CONSTRUCTION.
- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CIVASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- UNLESS OTHERWISE NOTED, ALL MATERIALS CONSTRUCTION TECHNIQUES AND TESTING SHALL CONFORM TO THE LATEST EDITION OF THE "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL / SURFACE RESTORATION, WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PUBLISHED BY THE CITY ENGINEER'S ASSOCIATION OF MINNESOTA AND TO THE "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION, 2005 EDITION. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY AND THE MINNESOTA PLUMBING CODE.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE THE PROPERTY LIMITS.
- COORDINATE SERVICE LOCATION ENTRIES WITH THE MECHANICAL ENGINEER.
- WATER SERVICE LINES SHALL BE INSTALLED WITH A MINIMUM OF 8.5 FEET OF COVER.
- PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
- A MINIMUM OF 18 INCH VERTICAL SEPARATION SHALL BE REQUIRED AT ALL WATER MAIN CROSSINGS WITH SANITARY SEWER AND STORM SEWER.
- UTILITY SERVICES TERMINATE 5 FEET OUTSIDE THE BUILDING WALL UNLESS OTHERWISE STATED. SEE ARCHITECTURAL PLAN OR MECHANICAL PLAN FOR EXACT LOCATION AND CONSTRUCTION DETAILS FROM BUILDING WALL TO 5 FEET OUTSIDE BUILDING WALL.

PRELIMINARY: NOT FOR CONSTRUCTION

RIVERWOOD BANK
RIVERWOOD BANK
BAXTER, MINNESOTA

DATE	REV#	REVISIONS DESCRIPTION	BY
FEBRUARY, 2010	AS SHOWN		

DATE: FEBRUARY, 2010
SCALE: AS SHOWN
DRAWN BY: PMS
CHECKED BY: TTR
JOB NUMBER: 0293B2003.001

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

TIMOTHY T. RAMBERTH DATE: MM/DD/YYYY. NO. 41688



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental



DATE	REV#	REVISIONS DESCRIPTION

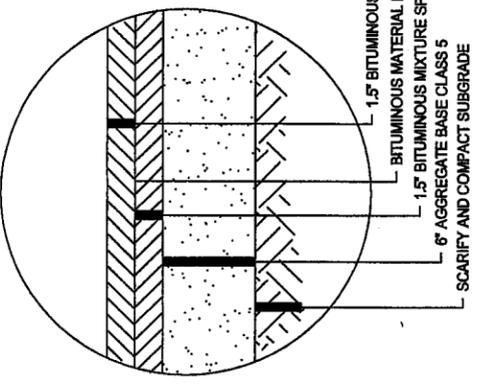
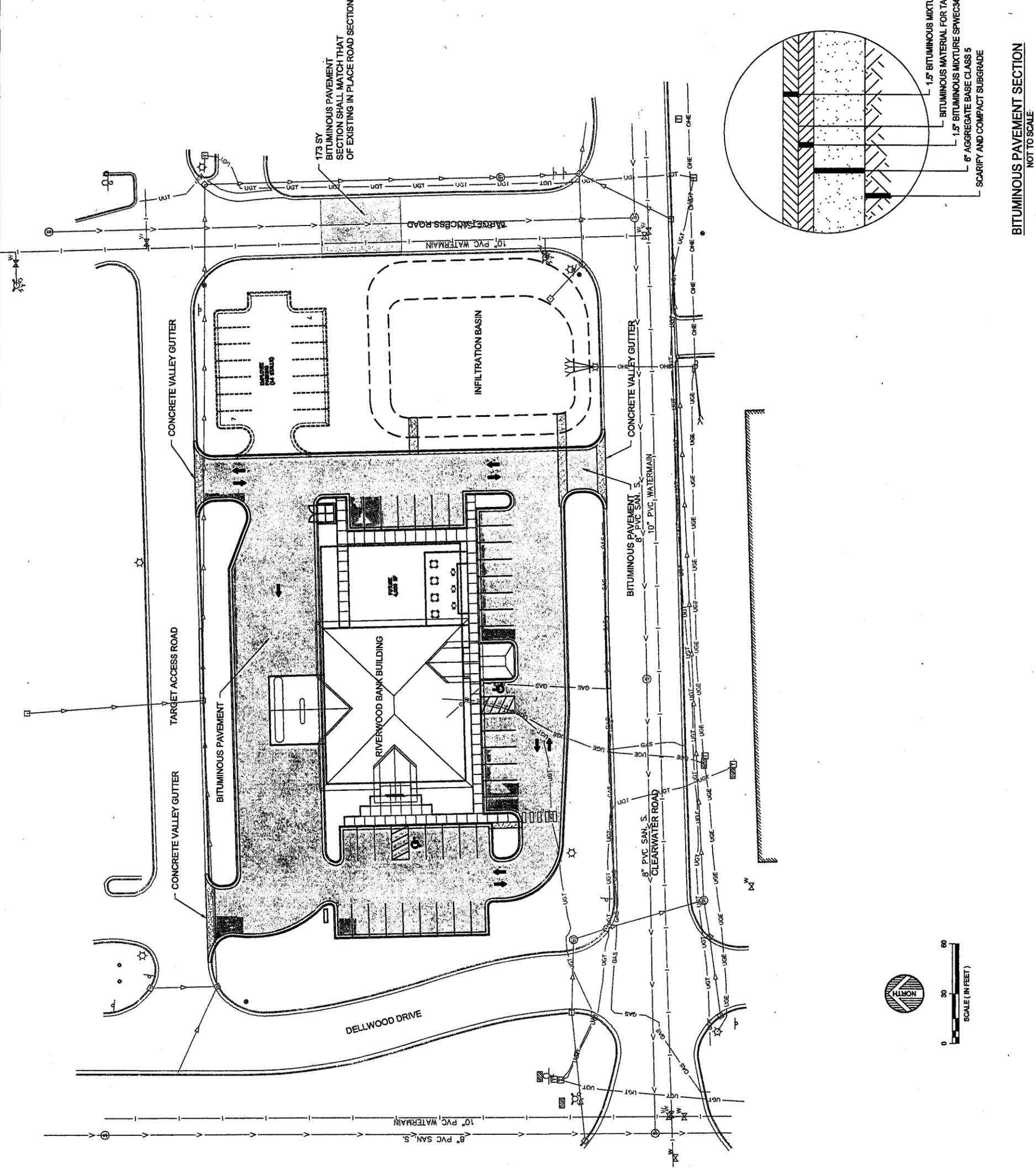
PRELIMINARY: NOT FOR CONSTRUCTION

GENERAL UTILITY NOTES:

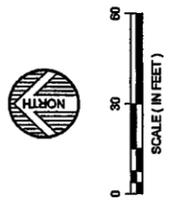
- THE UTILITIES SHOWN ON THE PLAN ARE SHOWN IN AN APPROXIMATE WAY ONLY. IT IS NOT GUARANTEED THAT ANY OR ALL UTILITIES HAVE BEEN LOCATED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE LOCATIONS PRIOR TO BIDDING AND CONSTRUCTING THE PROJECT.
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- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE THE PROPERTY LIMITS.
- COORDINATE SERVICE LOCATION ENTRIES WITH THE MECHANICAL ENGINEER.

GENERAL NOTES:

- ALL CURB AND GUTTER SHALL BE 8812 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR IS TO INSTALL UTILITIES AND CONDUITS PRIOR TO PAVING AND CURB & GUTTER INSTALLATION.

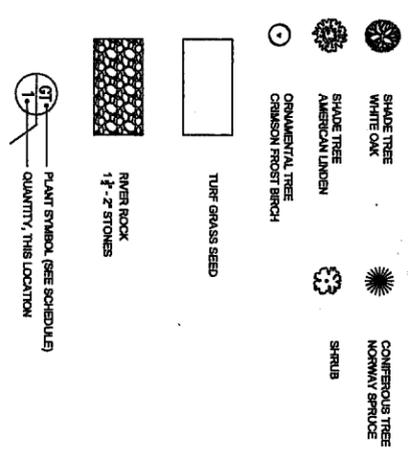


BITUMINOUS PAVEMENT SECTION
NOT TO SCALE



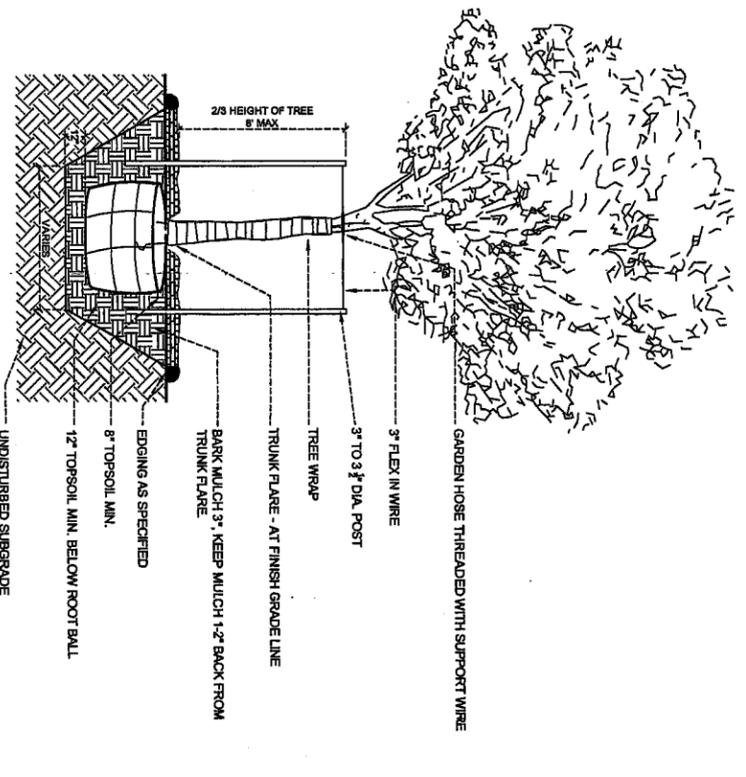
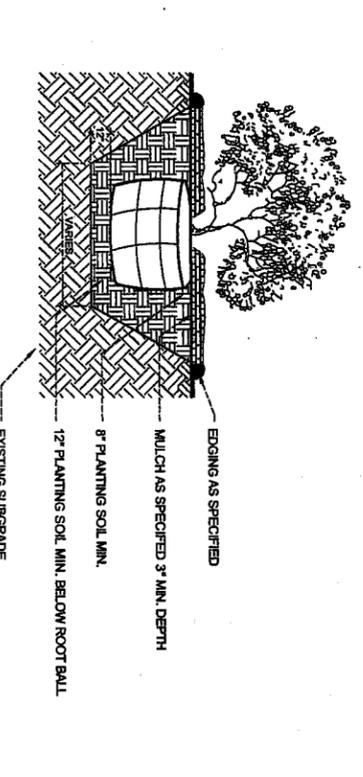
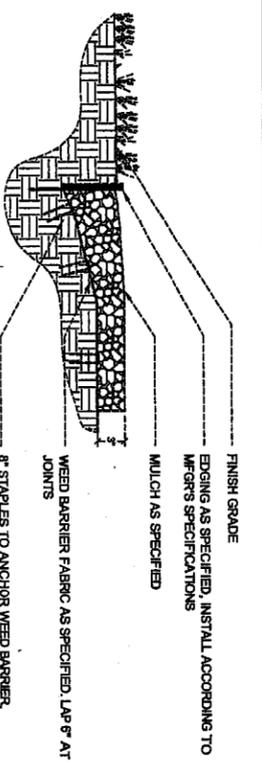
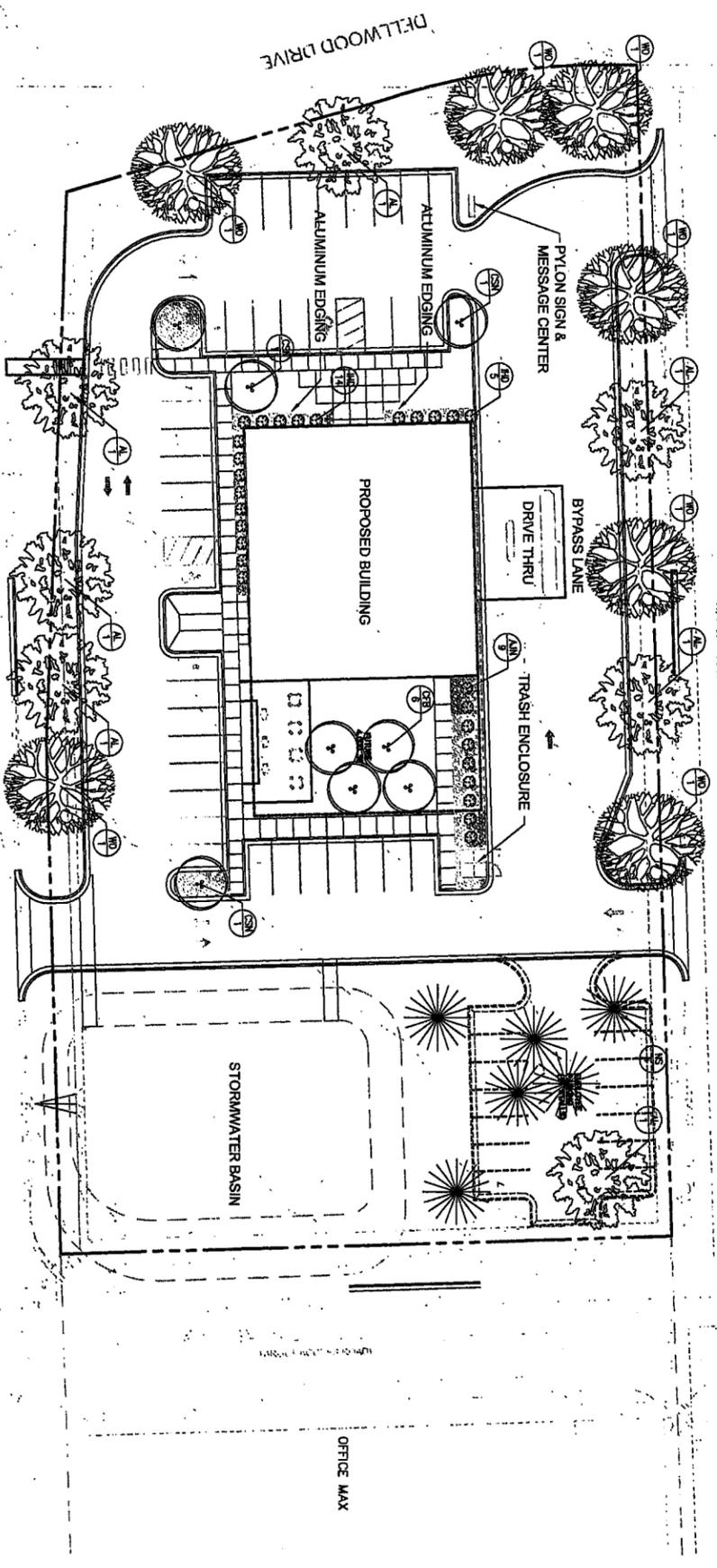
ITEM	SYM	COMMON NAME	BOTANICAL NAME	QTY	MIN SIZE	MAX SIZE	ROOT
Overstory Trees							
	BO	American Linden	Tilia americana	7	2" Cal	H: 17-25' W: 40-50'	Ball
	WO	White Oak	Quercus alba	7	2" Cal	H: 80-90' W: 80-90'	Ball
Coniferous Trees							
	NS	Honey Spruce	Picea abies	6	6" Height	H: 40-50' W: 25-30'	Ball
Ornamental Trees							
	CFB	Crimson Frost Birch	Betula papyrifera 'Crimson Frost'	8	1.5" Cal	H: 30-40' W: 15-20'	Cont.
	CSM	Carolina Blue Star Magnolia	Magnolia stellata 'Carolina Blue'	8	1.5" Cal	H: 30-40' W: 15-20'	Cont.
Shrubs							
	HD	hoyi Hala Dogwood	Cornus alba 'Haley'	19	3 Gal	H: 4-6' W: 5-6'	Cont.
	AM	Amber Jubilee Nandearck	Physocarpus opulifolius 'Avalon'	9	3 Gal	H: 2-4' W: 4'	Cont.

SYMBOLS LEGEND



LANDSCAPE PLANTING REQUIREMENTS:

- BASE REQUIREMENTS:
- OVERSTORY TREES
 - 1 TREE/75' OF SITE PERIMETER
 - 1,247' OF SITE PERIMETER
 - 30% MUST BE CONIFEROUS
 - 1 TREE/75' OF STREET FRONTAGE
 - 600' OF STREET FRONTAGE
 - SHRUBS
 - 1 SHRUB/45' OF SITE PERIMETER
 - 1,247' OF SITE PERIMETER
 - = 28 SHRUBS
 - PARKING LOT REQUIREMENTS
 - 1 TREE/10 PARKING SPACES
 - NA
 - TOTAL TREES REQUIRED = 25
 - PROPOSED TREES = 25
 - TOTAL SHRUBS REQUIRED = 28
 - PROPOSED SHRUBS = 28



PRELIMINARY: NOT FOR CONSTRUCTION

RIVERWOOD BANK RIVERWOOD BANK BAXTER, MINNESOTA PLANTING PLAN	DATE: FEBRUARY, 2018 SCALE: AS SHOWN DRAWN BY: INITIALS CHECKED BY: TTR JOB NUMBER: 0283B2003.001	REVISIONS DESCRIPTION DATE REV#	BY:	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. TIMOTHY T. FARMERH DATE: MM/DD/YYYYIC, NO. 41988	Engineering Architecture Surveying Environmental
	SHEET NO. 13				



Memorandum

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

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

Date: *February 25, 2016*

Re: *Riverwood Bank Traffic and Access Review
City of Baxter, MN
WSB Project No: 2037-03*

As requested we have reviewed the traffic and access for the proposed Riverwood Bank development located north of Clearwater Road and west of Dellwood Drive on the old Bonanza restaurant site. The developer is proposing to construct a 7,344 sf building to include the banking area as well as a café (coffee shop) area. The bank includes a three bay drive-thru. The café area will be included in the banking area (no separation) and will only provide walk up service with no drive-thru proposed. The site plan also includes a future 4,700 sf expansion area east of the proposed building.

A basic traffic engineering approach to providing a safe and efficient roadway system is managing access to it. The spacing of intersections and driveways should be controlled as defined by roadway functional class and traffic volumes. This approach limits the impact of driveways on average speeds and levels of service on roadways appropriate to the function of the facilities. Some linkage to land uses may become somewhat less direct, but this needs to be balanced against the overall gains in terms of operational and safety conditions. New developments and sites which are being redeveloped may be required to provide internal traffic design so as to limit the number of driveways to the roadway system and/or to provide that access on appropriate roadways. The City of Baxter has identified an access spacing guideline in the Comprehensive plan of 600 feet in commercial areas such as this.

The proposed site plan provides three access locations to the adjacent roadway system. Two access locations are provided to the east/west Target Access Road on the north side of the site, and; one access location is provided to Clearwater Road on the south side of the site. While this is the same access configuration the old Bonanza restaurant site provided, the two easterly driveways (one to the Target Access Road and one to Clearwater Road) have been moved approximately 100 feet further east then the former driveways. The new access on Clearwater Road is located approximately 240 feet from the stop bar at Dellwood Drive and 130 feet from the north/south Target Access Road.

Based on the Institute of Transportation Engineers (ITE) "*Trip Generation Manual, 9th Edition*" the former Bonanza restaurant site would generate approximately 155 PM peak hour trips and 1,060 daily trips. The proposed Bank site without the expansion would generate approximately 175 PM peak hour trips and 1,090 daily trips. The proposed Bank site with the expansion would generate approximately 295 PM peak hour trips and 1,785 daily trips.

Based on our review of the preliminary plans and anticipated traffic generation from the site we offer the following comments.

1. The proposed width of the easterly access driveways are 25 feet (Target Access Road driveway) and 26 feet (Clearwater Road driveway). While the City's minimum allowable driveway width is 24 feet it would be recommended that a minimum of 32 feet be used to insure truck turning radii can be accommodated.
2. The bank drive-thru area on the north side of the site is designated as one-way westbound. This creates an extremely large area of pavement (approximately 52 feet in width). With traffic exiting from the parking lot in front of the building and entering at the driveway from the Target Access Road there is a potential for confusion. Consideration should be given to narrowing up this area and defining the drive aisle from the parking lot to the driveway access location.
3. The location of the proposed driveways on the Target Access Road and Clearwater Road are shown in satisfactory locations. The safety of traffic on the Target Access Road and Clearwater Road interacting with traffic on Dellwood Drive will be improved by moving the easterly driveways further to the east creating additional vehicle staking distance.
4. Based on the City's Comprehensive Plan guidelines no access should be provided on Clearwater Road for this site. However, based on the traffic review the proposed bank and café use will initially generate approximately the same amount of traffic as the previous Bonanza restaurant use with no reported safety or operation concerns.

However, with the proposed expansion the PM peak hour traffic would increase by more than 100 vehicles and the daily traffic would increase by more than 700 vehicles. This additional traffic could create safety and operation issues at the proposed driveway. Two alternatives could be considered to insure the safety and operation of traffic on Clearwater Road.

- Provide a center left turn lane on Clearwater Road from Dellwood Drive to east of the north/south Target Access Road. This would improve safety and operations by removing left turning traffic from the through lane. Clearwater Road is currently approximately 44 feet in width which would be sufficient to restripe the roadway adding the center lane. This could be completed with the current full depth reclamation project planned for the summer of 2016.

- Remove the driveway and provide an alternative access driveway to the north/south Target Access Road through the future parking area on the east side of the site. This would improve safety and operations by removing the access to Clearwater Road and moving the traffic to the existing access at the north/south Target Access Road. This would be implemented when the building expansion was completed.

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



TO: Baxter Planning and Zoning Commission

FROM: Joshua Doty, Community Development Director

DATE: February 19, 2016 for the February 22, 2016 Long Range Planning Commission Meeting

REQUEST: **PUBLIC MEETING. City Land Sale** for the Northland Arboretum to have a sign located at the corner of Conservation Drive and Excelsior Road

APPLICANT: City of Baxter

1. Application Request

City staff received a request for from the Northland Arboretum to have a permanent sign located at the corner of Conservation Drive and Excelsior Road. The City owns this property for Conservation Drive and for the storm water pond located at the northeast corner of Conservation Drive and Excelsior Road. The City cannot permit the arboretum to have an off-site advertising sign on the City property. Therefore, the City is considering a sale of this land to allow the sign, while keeping easements on the remainder of the property for the roadway, the ponding area and utilities. Prior to selling city-owned land, state law requires that the city determine if the land sale is consistent with the City's Comprehensive Plan.

2. January 25, 2016 Meeting

On January 25, 2016, the Long Range Planning Commission tabled this request until the City received the engineering request for the proposed land sale. The engineer provided two options for consideration, a baseline survey option and a platting option. Attached is the engineering proposal with the two options, as requested by the LRPC.

3. Background

The Northland Arboretum building is located on a property owned by Crow Wing County. The Northland Arboretum has a long term lease with the County. The City of Baxter owns a separate property south of the Arboretum building property adjacent to Excelsior Road where Conservation Drive and the City storm water pond is located. The subject proposal would include the sale of the City property to Crow Wing County. The County would then establish a long term lease of this property with the Northland Arboretum. As part of the transaction, the City would ensure that except for an area for a sign, that the land would be entirely covered with a right-of-way, ponding and utility easement so that the City maintains control of the existing infrastructure on the property.

4. Long Range Planning Commission Role

The City Council will make the final decision regarding the land sale. However, before sending the land sale forward to the City Council, the Long Range Planning Commission is required to review the request to see if the proposed land sale is consistent with the comprehensive plan.

Staff Findings

The applicant could construct a permanent sign on their property located north of the City property. However, the sign would need to be located north of the City storm water pond, which over 325 feet from the intersection of Conservation Drive and Excelsior Road. Therefore, staff finds that selling the property is the only feasible way for the Northland Arboretum to have a sign that is visible from Excelsior Road. Staff also finds that if the City creates an easement for right-of-way, ponding and utilities over the entire property (except for the sign area), that the City can maintain the existing public infrastructure on the property.

The Comprehensive Plan states that the Northland Arboretum "is an integral part of the City's stormwater management. The City of Baxter is committed to the sustainability of the Arboretum and engaging in planning, developing, preserving and enhancing the facility. Staff therefore, finds that the sale of the land to allow the Northland Arboretum to have a permanent sign is consistent with the City's Comprehensive Plan.

5. Recommendation

Staff recommends that the Long Range Planning Commission recommend approval of the resolution approving finding that the land sale is consistent with the City's Comprehensive Plan.

Attachments

1. Draft Resolution
2. Site Aerial Photo
3. Surveying Services from SEH

**CITY OF BAXTER, MINNESOTA
RESOLUTION 16-_____**

**A RESOLUTION APPROVING FINDINGS OF FACT FOR THE SALE OF CITY OF BAXTER
LAND FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF CONSERVATION
DRIVE AND EXCELSIOR ROAD**

WHEREAS, the City of Baxter is initiating a land sale of City property to Crow Wing County and for Crow Wing County to lease the land to the Northland Arboretum to allow a sign to be constructed on the property for the Northland Arboretum; and

WHEREAS, the Long Range Planning Commission reviewed the request for sale of the City land at their January 25, 2016 meeting and tabled the request to their February 22, 2016 meeting; and

WHEREAS, the Long Range Planning Commission reviewed the request for sale of the City land at their February 22, 2016 meeting and recommends approval; and

WHEREAS, the City Council reviewed the proposed land sale at a duly called public meeting and recommends approval;

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

1. That the proposed land sale would be consistent with State law and the City's Comprehensive Plan, and compatible with other provisions of the City Code.
2. The land sale to Crow Wing County would include a long term lease to the Northland Arboretum to allow the Arboretum to construct a permeant sign on the property, in compliance with City requirements.

Whereupon, said Resolution is hereby declared adopted on this ____ day of _____ 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

Surveying Services for the proposed Arboretum Sign at the Excelsior Road/Conservation Drive intersection with two options

Certificate of Survey Option

Excelsior Pond area East (Arboretum)

Scope

- GSOC utility Ticket
- Field Locate utilities, pond and road extents
- Locate agreed up sign location
- Prepare Exhibit and Description for vacation of R/W
- Prepare 1 concept drawing
- Draft Certificate of Survey
- Set permanent iron monuments

Assumptions

- No wetland delineation is needed per email from Mitch Brinks - County
- The City of Baxter will address and work with Movies 10 on the existing deed restriction
- Field work in non-winter conditions

Hours

- 20 hours – drafting Exhibit and Certificate of Survey, and research
- 8 hours – 1 man field crew
- 3 hours – PLS review of Exhibit and Certificate of Survey
- \$30 – Mileage
- \$50 – Truck
- \$200 – Equipment

Schedule

We proposed to complete the Vacation Exhibit within 4 weeks of a signed contract

We propose to complete the Certificate of Survey within 2 weeks of completing the Vacation Exhibit

Fee: \$3700

Platting Option

Excelsior Pond area East (Arboretum)

Scope

- GSOC Utility Ticket
- Review Title Commitment
- Field locate utilities, pond and road extents
- Locate agreed upon sign location
- Prepare Exhibit and Description of vacation of R/W
- Prepare plat dedication
- Draft Preliminary Plat showing 1 lot, encumbered by easement, except for sign location
- Draft Final Plat
- County Surveyor plat review
- External plat review
- Set permanent iron monument at all plat corners
- Attend miscellaneous City and County meetings
- Mylar reproductions

Assumptions

- The plat will consist of 1 lot and block
- 1 concept design will be prepared, additional concepts will be billed hourly
- The City will address and work with Movies 10 on the existing deed restriction
- No wetland delineation is need per email from Mitch Brinks - County
- Field work in non-winter conditions

Hours

- 42 hours – drafting, meetings, revisions, research, Title Commitment review
- 8 hours – 1 man field crew
- 10 hours – PLS review
- 4 hours – Plat closure computations (Chris Larsen)
- \$30 – Mileage
- \$50 – Truck
- \$200 – Equipment
- \$500 – Mylar reproductions

Schedule

We proposed to complete the Vacation Exhibit within 4 weeks of a signed contract

We proposed to complete the Preliminary plat within 4 weeks of completing the Vacation Exhibit

We propose to submit the Final Plat within 3 weeks of preliminary plat approval

Fee: \$7400

Scott D. Hedlund, PE, PMP | Associate, Senior Project Manager
SEH | 416 South 6th Street, Suite 200 | Brainerd, MN 56401-3540
218.855.1705 direct
612.865.3509 cell | 888.908.8166 fax
www.sehinc.com
SEH—Building a Better World for All of Us™

CITY OF BAXTER RIGHT OF WAY PLAT NO. 8

(EXCELSIOR ROAD AND CONSERVATION DRIVE)

PART OF THE SOUTHEAST QUARTER, AND PART OF THE SOUTHWEST QUARTER, AND PART OF OUTLOT F AND OUTLOT G, BAXTER TOWN CENTER, AND LOT 1, BLOCK 1, EXCELSIOR BUSINESS CENTER 2ND ADDITION, AND OUTLOT A AND OUTLOT B, EXCELSIOR BUSINESS CENTER, PART OF LOT 2, BLOCK 2, ARBOR GLEN, PART OF LOT 1, BLOCK 1 AND OUTLOT B, AUTUMN GLEN SECOND ADDITION, PART OF LOT 1, BLOCK 1, AUTUMN GLEN, AND PART OF LOT 1, BLOCK 1, THEATRE ADDITION TO BAXTER, SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND PART OF MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-93, SECTION 8, ALL IN TOWNSHIP 133 NORTH, RANGE 28 WEST, CROW WING COUNTY, MINNESOTA, AND ALSO OUTLOT A, THEATRE ADDITION TO BAXTER, CROW WING COUNTY, MINNESOTA

PT OF LOT 1, BLOCK 1,
AUTUMN GLEN SECOND ADDITION

Parcel No.	Owner of Record	Section	Location	PID	R/W (Sq. Ft.)	Temporary Easement (Sq. Ft.)	Permanent Easement (Sq. Ft.)	Permit (Sq. Ft.)
1	City of Baxter	5	PT OF SE 1/4 SE 1/4	010054000000009	43,938	0	0	0
2	TM Excelsior, LLC	5	PT OF SE 1/4 SE 1/4	091601000000009	0	3,494	0	0
3	Margaret E Thelen Rev. Trust	5	PT OF SW 1/4 SE 1/4	010054000000009	12,215	0	8,313	0
4	Autumn Glen, LLC	5	PT OF LOT 2, BLOCK 2, ARBOR GLEN	082500000000009	2,256	3,828	3,641	0
5	Other O. Hanson & Leslie L. Hanson	5	PT OF SW 1/4 SE 1/4	010054000000009	25,007	0	19,467	0
6	State of Minnesota	5	PT OF SW 1/4 SE 1/4	010054000000009	0	0	0	29,681
7	City of Baxter	5	PT OF OUTLOT G, BAXTER TOWN CENTER	058600000000009	20,535	0	0	0
8	City of Baxter	5	OUTLOT A, EXCELSIOR BUSINESS CENTER	028900000000009	16,488	0	0	0
9	Linda Roberts	5	OUTLOT B, EXCELSIOR BUSINESS CENTER	027800000000009	10,261	0	0	0
10	Trails Head Business Center, LLC	5	PT OF NW 1/4 NE 1/4	010062000000009	2,186	869	0	0
11	City of Baxter	5	R/W EXCELSIOR BUSINESS CENTER 2ND ADD.	ROW	21,143	0	0	0
12	Minnesota DOT	5	PT OF MINN DOT R/W PLAT NO. 18-93	ROW	0	0	0	10,485
13	Evangelical Lutheran Good Samaritan	5	PT OF OUTLOT F, BAXTER TOWN CENTER	038300000000009	20,165	0	0	0
14	City of Baxter	5	PT OF NE 1/4 SE 1/4	010054000000009	12,978	0	0	0
15	City of Baxter	5	OUTLOT A, THEATRE ADDITION TO BAXTER	038900000000009	6,673	0	0	0
16	GAP	5	PT OF SW 1/4 SE 1/4	GAP	521	0	296	0
17	Other O. Hanson & Leslie L. Hanson	5	PT OF SW 1/4 SE 1/4	010054000000009	0	0	108	0

I hereby certify that this plat of CITY OF BAXTER RIGHT OF WAY PLAT NO. 8 was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota; that this plat meets the requirements of Minnesota Statute 505.1783 subdivisions 1, 2, 3, 4 and 5; that all parcels of land affected by the acquisitions are correctly shown on this plat; and the right of way boundary lines are correctly designated on this plat.

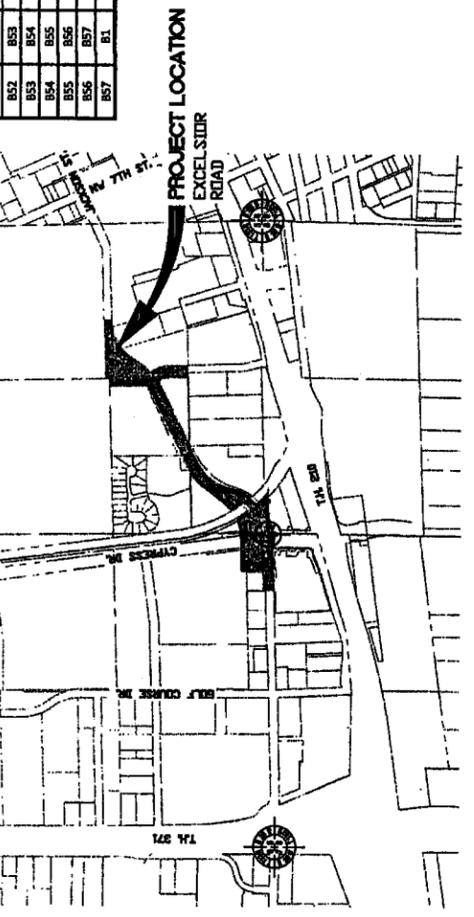
Dennis J. Warner, Licensed Land Surveyor
Minnesota License No. 42856

The foregoing Surveyor's Certificate was acknowledged before me this 26th day of November, 2014, by Dennis J. Warner, Minnesota License Number 42856.

Andrea Villalobos

This plat of CITY OF BAXTER RIGHT OF WAY PLAT NO. 8 was approved by the Council for the City of Baxter, Minnesota, this 17th day of November, 2014.

Assistant City Administrator/Clerk



FROM	TO	BEARING	DISTANCE	DELTA	RADIUS	LENGTH	ARC DIRECTION	CHORD LENGTH	CHORD
B1	B2	N 07°59'34" W	40.01						
B2	B3	N 07°59'34" W	20.00						
B3	B4	N 88°27'47" E	160.01						
B4	B5	N 07°59'34" W	240.04						
B5	B6	N 07°59'34" W	50.01						
B6	B7	N 88°27'47" E	210.95						
B7	B8	N 88°27'47" E	105.68						
B8	B9	N 88°27'47" E	18.70						
B9	B10	N 88°27'47" E	21.38						
B10	B11	N 73°31'59" E	111.97						
B11	B12	N 73°31'59" E	111.97	05°30'09"	1298.24	124.68	CCW	124.68	S 34°25'54" E
B12	B13	N 76°40'21" E	2.50						
B13	B14	N 76°40'21" E	2.50	07°58'20"	1390.06	23.58	CCW	23.58	S 37°00'37" E
B14	B15	N 76°40'21" E	2.50	107°14'43"	401.78	75.14	CCW	75.14	N 38°28'49" E
B15	B16	N 45°28'56" E	98.01	06°00'06"	1223.24	128.13	CW	128.08	S 94°27'49" E
B16	B17	N 45°28'56" E	98.01						
B17	B18	N 39°44'54" E	233.68						
B18	B19	N 39°44'54" E	233.68						
B19	B20	N 01°04'07" W	327.91						
B20	B21	N 01°04'07" W	327.91	17°03'25"	596.13	150.67	CW	150.12	S 48°16'36" W
B21	B22	N 65°58'30" E	102.48	01°28'56"	596.13	13.09	CW	13.09	S 57°24'47" W
B22	B23	N 65°58'30" E	102.48	05°41'15"	596.13	50.24	CW	50.22	S 61°07'52" W
B23	B24	N 65°58'30" E	102.48						
B24	B25	N 01°04'07" W	327.91	01°07'27"	400.00	7.85	CCW	7.85	N 63°24'46" E
B25	B26	N 01°04'07" W	327.91						
B26	B27	N 01°04'07" W	327.91						
B27	B28	N 88°27'47" E	33.03						
B28	B29	N 88°27'47" E	33.03						
B29	B30	S 01°37'54" E	33.00						
B30	B31	S 01°37'54" E	33.00	08°23'46"	417.26	61.15	CCW	61.09	S 84°20'13" W
B31	B32	S 01°37'54" E	33.00	49°07'59"	417.26	357.82	CCW	346.95	S 55°24'20" W
B32	B33	S 01°37'54" E	33.00	19°24'46"	488.00	165.05	CW	164.25	N 40°37'43" E
B33	B34	S 01°37'54" E	33.00						
B34	B35	S 01°37'54" E	33.00	30°00'00"	243.96	127.42	CW	125.97	N 16°31'44" W
B35	B36	S 01°37'54" E	33.00						
B36	B37	S 01°37'54" E	33.00						
B37	B38	S 88°28'46" W	80.00						
B38	B39	S 88°28'46" W	80.00						
B39	B40	S 88°28'46" W	80.00						
B40	B41	N 01°04'07" W	7.51						
B41	B42	N 01°04'07" W	7.51						
B42	B43	N 58°32'46" W	50.59						
B43	B44	N 58°32'46" W	50.59						
B44	B45	S 67°58'30" W	16.77						
B45	B46	S 67°58'30" W	16.77						
B46	B47	S 67°58'30" W	16.77						
B47	B48	S 67°58'30" W	16.77	51°12'42"	406.13	363.00	CCW	351.04	S 38°22'09" W
B48	B49	S 67°58'30" W	16.77	29°23'17"	503.78	265.63	CW	264.21	N 24°27'24" E
B49	B50	S 67°58'30" W	16.77	07°45'48"	1315.06	17.52	CW	17.52	S 40°03'54" E
B50	B51	S 67°58'30" W	16.77	07°58'13"	406.78	76.13	CW	76.13	N 40°08'37" E
B51	B52	S 67°58'30" W	16.77	07°17'23"	1390.06	7.08	CCW	7.08	S 40°22'56" E
B52	B53	S 67°58'30" W	16.77	02°22'11"	1390.06	130.28	CCW	130.23	S 43°21'49" E
B53	B54	S 67°58'30" W	16.77						
B54	B55	S 34°04'00" W	15.62	15°59'12"	503.78	139.69	CW	139.24	N 70°40'26" E
B55	B56	S 34°04'00" W	15.62						
B56	B57	S 89°34'12" W	117.73						
B57	B58	N 45°30'29" W	27.80						
B58	B59	S 88°27'47" W	357.93						
B59	B60	S 88°27'47" W	357.93						
B60	B61	N 07°59'34" W	35.01						

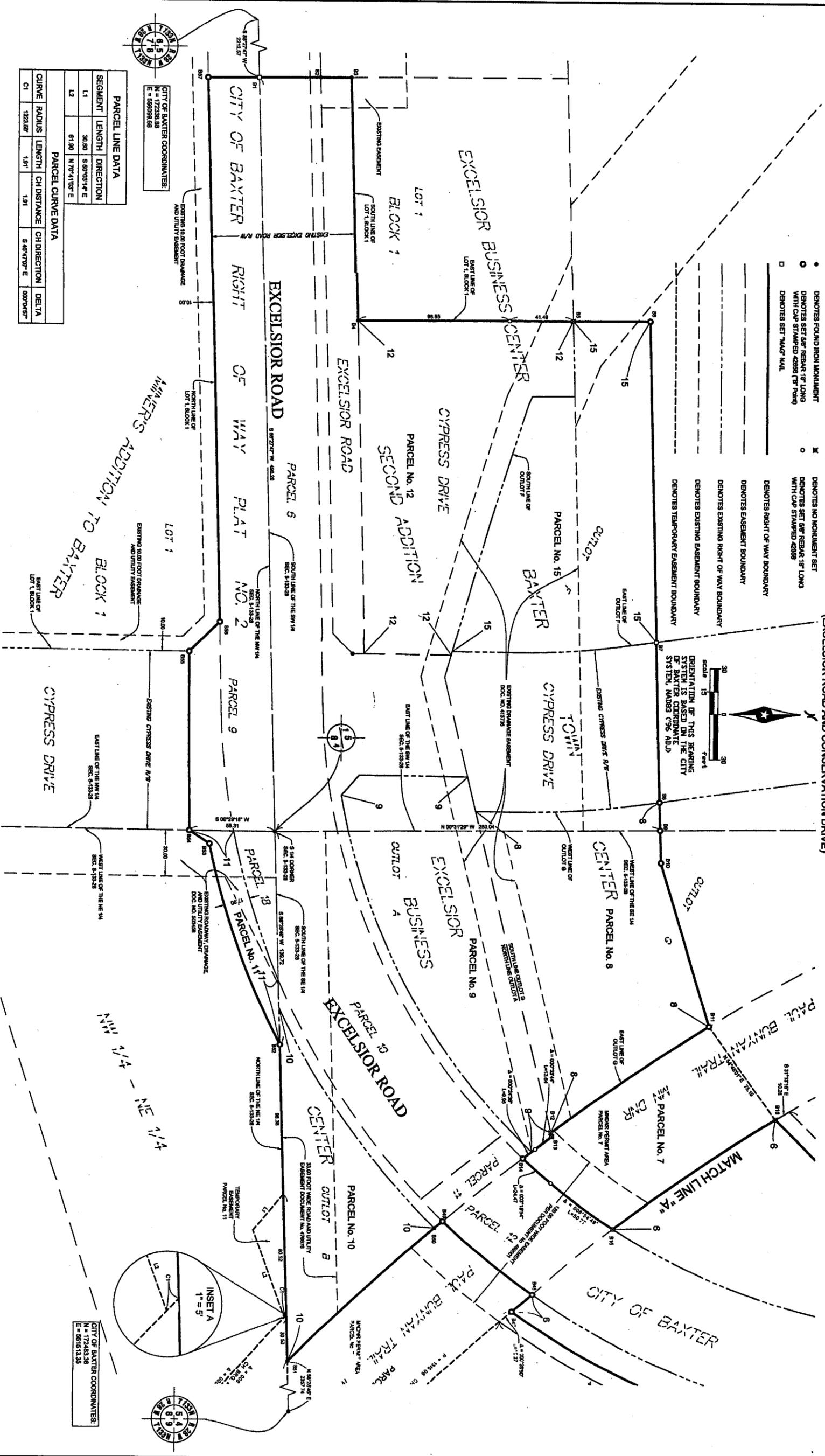
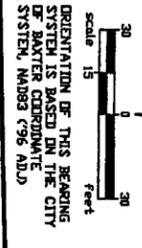
Conditioned Number: 91542
 No. 316
 COUNTY OF CROW WING
 OFFICE OF THE REGISTRAR OF TILES
 This is to certify that the within plat meets the requirements of Minnesota Statute 505.1783, and of the rules and regulations of the State of Minnesota, and is hereby recorded on this 17th day of November, 2014.

853606
Dennis J. Warner

CITY OF BAXTER RIGHT OF WAY PLAT NO. 8

(EXCELSIOR ROAD AND CONSERVATION DRIVE)

- DENOTES FOUND IRON MONUMENT
- DENOTES SET 6" REBAR 18" LONG WITH CAP STAMPED 42598 (P FORM)
- DENOTES SET "MAG" NAIL
- DENOTES NO MONUMENT SET
- DENOTES SET 6" REBAR 18" LONG WITH CAP STAMPED 42598
- DENOTES RIGHT OF WAY BOUNDARY
- DENOTES EXISTING BOUNDARY
- DENOTES EXISTING RIGHT OF WAY BOUNDARY
- DENOTES EXISTING EASEMENT BOUNDARY
- DENOTES TEMPORARY EASEMENT BOUNDARY



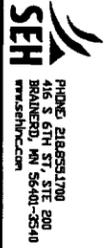
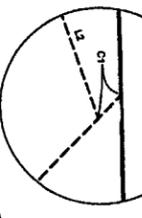
PARCEL LINE DATA			
SEGMENT	LENGTH	DIRECTION	
L1	30.00	S 80°03'14" E	
L2	61.00	N 70°41'03" E	

PARCEL CURVE DATA			
CURVE	RADIUS	LENGTH	CH DISTANCE
C1	1323.87	1.91	1.91
			CH DIRECTION
			DELTA
			000°00'57"



CITY OF BAXTER COORDINATES
 N = 17238.88
 E = 55208.55

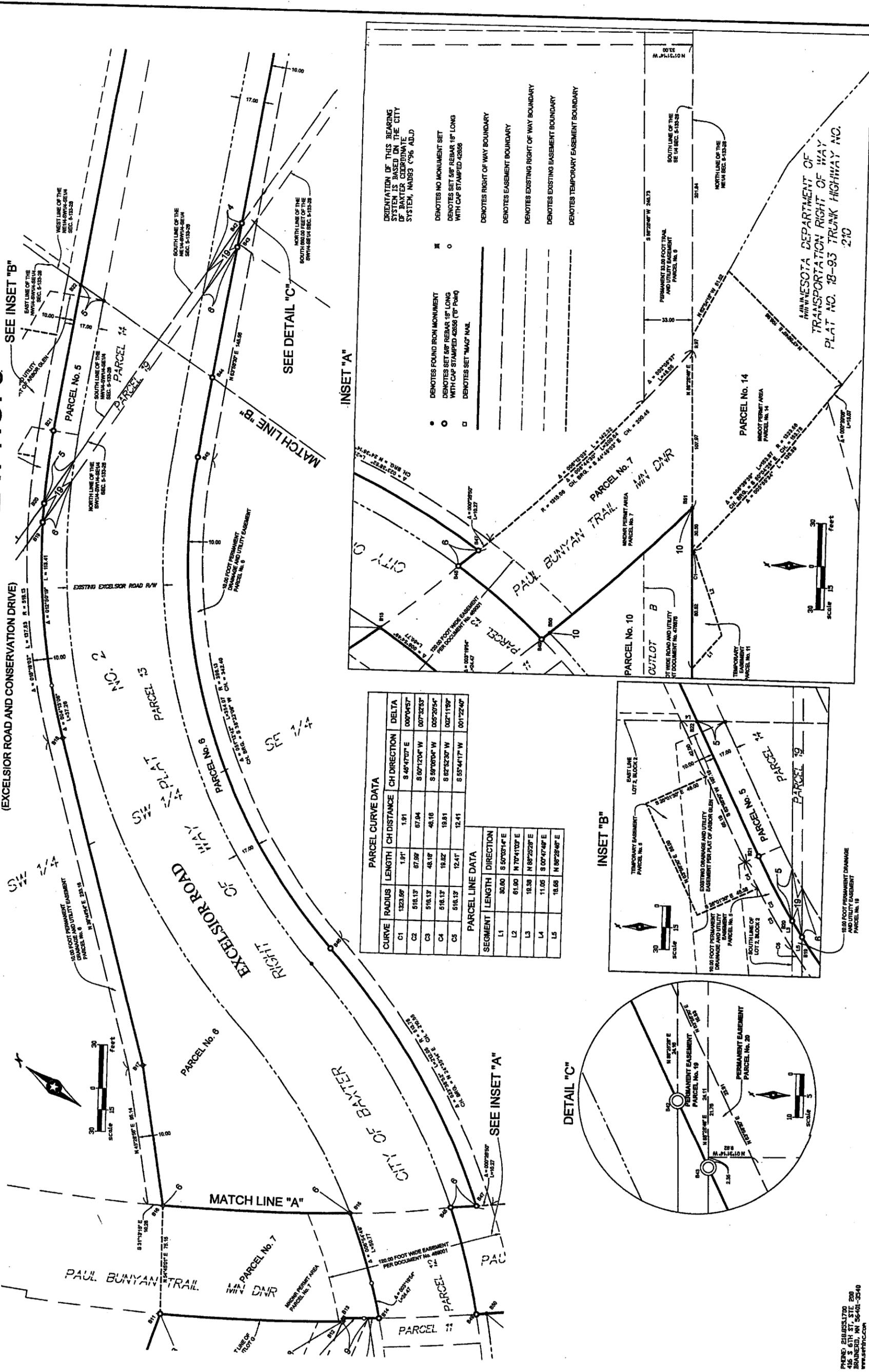
CITY OF BAXTER COORDINATES:
 N = 17243.38
 E = 55151.35



Official Copy

CITY OF BAXTER RIGHT OF WAY PLAT NO. 8

(EXCELSIOR ROAD AND CONSERVATION DRIVE)



SEE INSET "B"

SEE DETAIL "C"

INSET "A"

PARCEL CURVE DATA			
CURVE	RADIUS	CH DISTANCE	CH DIRECTION
C1	123.69'	1.91'	S 49°47'07" E
C2	518.13'	67.64'	S 60°12'04" W
C3	518.13'	48.18'	S 89°30'04" W
C4	518.13'	18.82'	S 82°32'30" W
C5	518.13'	12.41'	S 55°44'17" W
DELTA			
			000°04'57"
			007°32'25"
			002°30'54"
			007°11'59"
			001°22'40"

PARCEL LINE DATA	
SEGMENT	DIRECTION
L1	S 60°07'14" E
L2	N 70°41'03" E
L3	N 88°25'29" E
L4	S 00°47'48" E
L5	N 88°28'46" E

DETAIL "C"

INSET "B"

- DENOTES FOUND IRON MONUMENT
 - DENOTES SET 5/8" REBAR, 18" LONG WITH CAP STAMPED 42658 (P' Pond)
 - DENOTES SET "MAG" NAIL
- ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CITY OF BAXTER COORDINATE SYSTEM, NAD83 (79% ADJ.)
 - DENOTES NO MONUMENT SET
 - DENOTES SET 5/8" REBAR, 18" LONG WITH CAP STAMPED 42658
 - DENOTES RIGHT OF WAY BOUNDARY
 - DENOTES EASEMENT BOUNDARY
 - DENOTES EXISTING RIGHT OF WAY BOUNDARY
 - DENOTES EXISTING EASEMENT BOUNDARY
 - DENOTES TEMPORARY EASEMENT BOUNDARY

MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-93 TRUNK HIGHWAY NO. 210

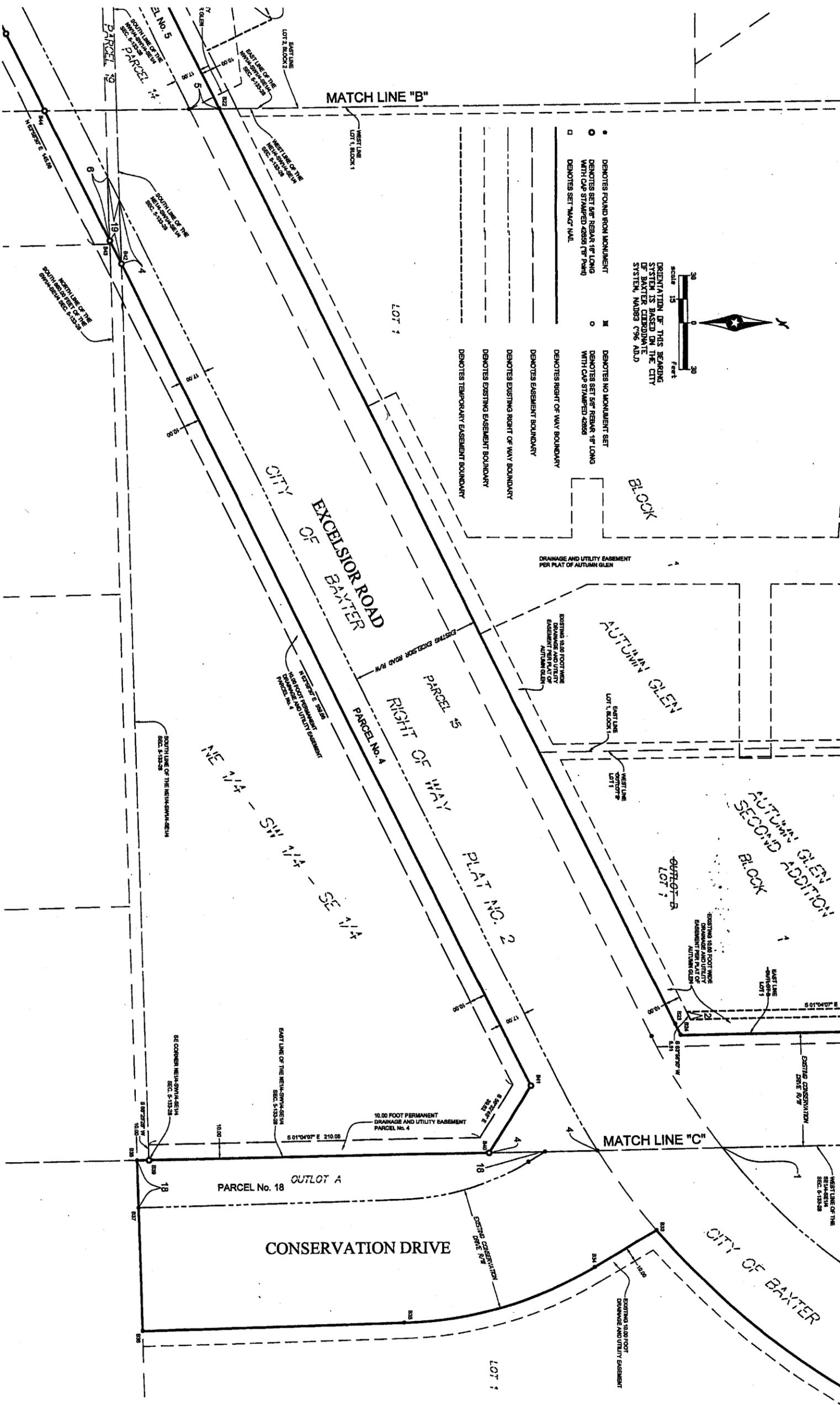
scale 15 feet

scale 15 feet

scale 10 feet

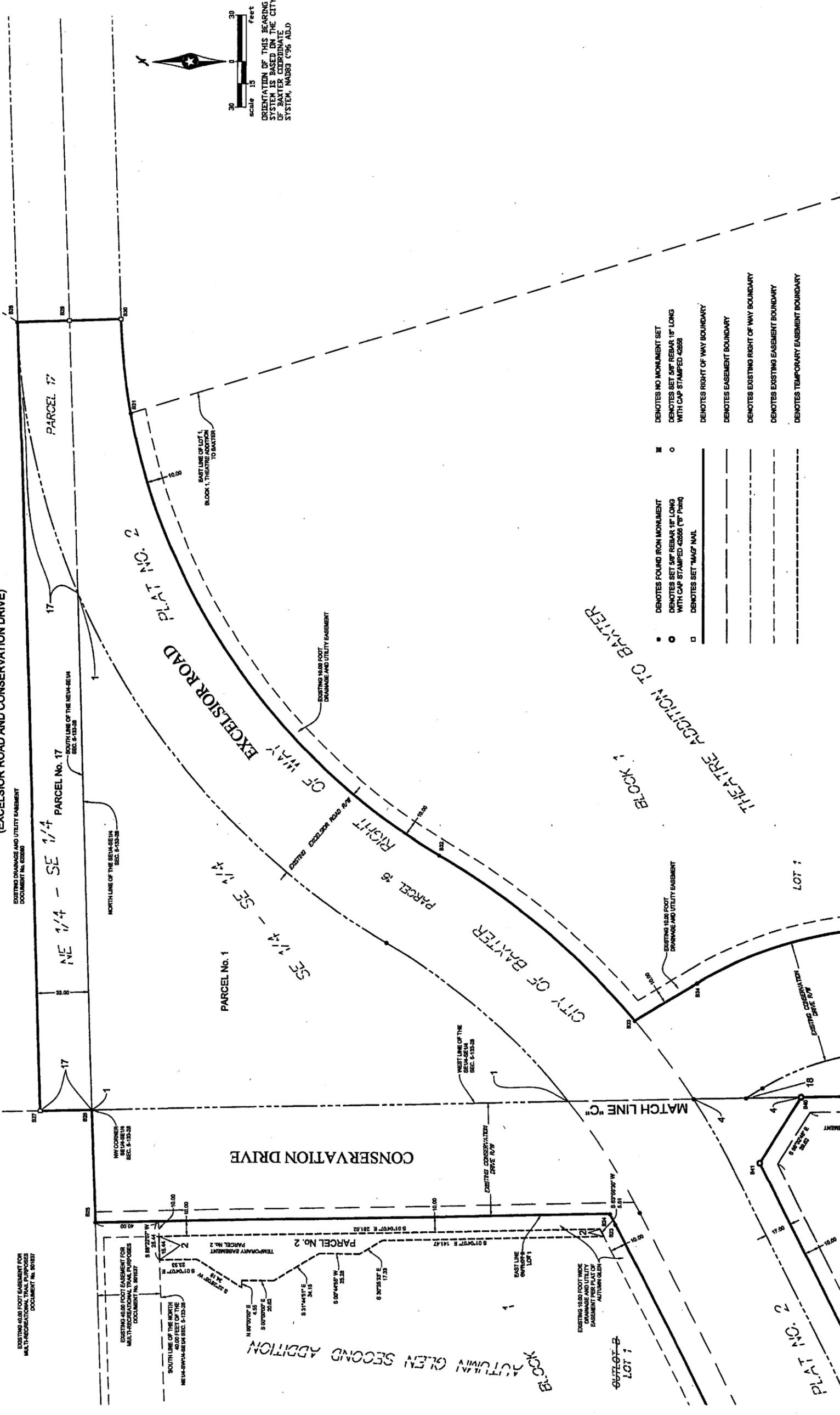
CITY OF BAXTER RIGHT OF WAY PLAT NO. 8

(EXCELSIOR ROAD AND CONSERVATION DRIVE)



CITY OF BAXTER RIGHT OF WAY PLAT NO. 8

(EXCELSIOR ROAD AND CONSERVATION DRIVE)

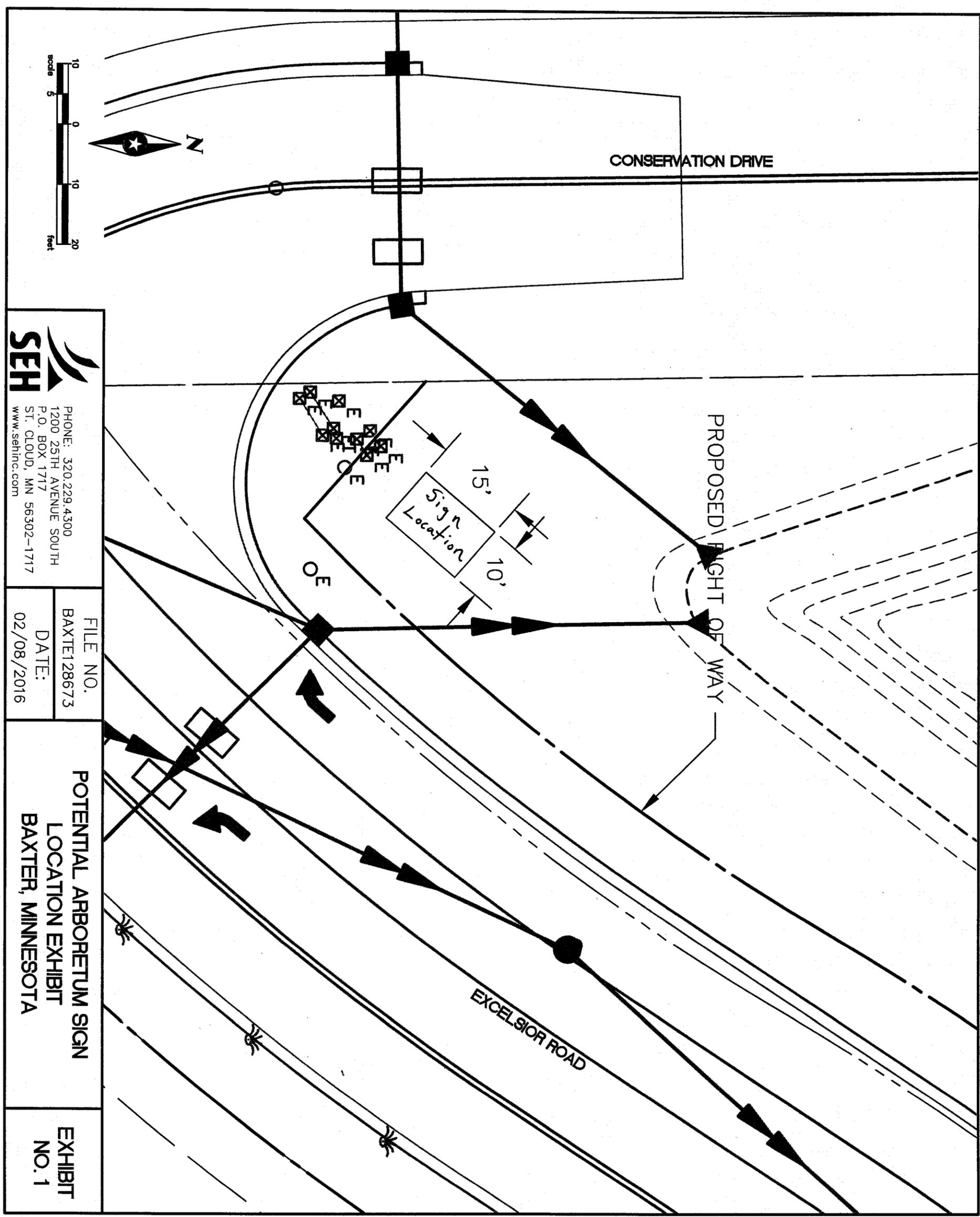


- DENOTES FOUND IRON MONUMENT
- DENOTES SET 5/8" REBAR 18" LONG WITH CAP STAMPED 4288 (1" PAIR)
- DENOTES SET "MAG" NAIL
- ▣ DENOTES NO MONUMENT SET
- DENOTES SET 5/8" REBAR 18" LONG WITH CAP STAMPED 4288
- DENOTES RIGHT OF WAY BOUNDARY
- DENOTES EASEMENT BOUNDARY
- DENOTES EXISTING RIGHT OF WAY BOUNDARY
- DENOTES EXISTING EASEMENT BOUNDARY
- DENOTES TEMPORARY EASEMENT BOUNDARY

EXISTING 10.00 FOOT EASEMENT FOR MULTI-RECREATIONAL TRAIL PURPOSES DOCUMENT NO. 091037

EXISTING DRAINAGE AND UTILITY EASEMENT DOCUMENT NO. 020260

EXISTING 10.00 FOOT DRAINAGE AND UTILITY EASEMENT



SEH
 PHONE: 320.229.4300
 1200 25TH AVENUE SOUTH
 P.O. BOX 1717
 ST. CLOUD, MN 56302-1717
 www.sehinc.com

FILE NO.
 BAXTE128673
 DATE:
 02/08/2016

POTENTIAL ARBORETUM SIGN
 LOCATION EXHIBIT
 BAXTER, MINNESOTA

EXHIBIT
 NO. 1



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

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

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

www.bolton-menk.com

Golf Course Drive Improvement Project

Date: February 24, 2016

To: Trevor Walter, PE – City Engineer/Public Works Director

From: Bryan Drown, PE

Subject: Design Drive Storm Sewer Re-Route

As you requested at our February 5, 2016 kick-off meeting for the Golf Course Drive Improvement Project we prepared a preliminary cost estimate to re-route existing storm sewer on Design Road to Golf Course Drive for consideration at the February 16, 2016 City Council Workshop. Based on direction from that meeting we have developed a supplemental preliminary cost estimate to extend storm sewer along Golf Course Drive from the existing outlet south to Excelsior Road and provided a cost to perform an analysis of the existing storm sewer network within the contributing watershed to verify if there is adequate capacity in the storm sewer flowing north under the Mills Fleet Farm building to handle planned improvements.

Background

The commercial areas between Dellwood Drive and Golf Course Drive from Design Road north to the Body Work Collision Center property is served by a storm sewer network that outlets across Design Road approximately 300 feet west of Golf Course Drive and continues south onto Mills Properties Inc. property where it combines with storm sewer from Excelsior Road and is conveyed east through a 66" concrete pipe under the Mills Fleet Farm building that outlets under Golf Course Drive to the drainage ditch on Evangelical Lutheran Good Samaritan property. Attached for your reference is an exhibit of existing and proposed utilities in this area.

As we discussed the benefits of completing the storm sewer re-routing are:

1. Cost savings related to street reconstruction to complete this construction with the Golf Course Drive improvement project.
2. Removes public infrastructure from private property which in return reduces City liability.
3. Re-routing flow from the north creates additional storm sewer capacity for proposed improvements to Excelsior Drive west of Trunk Highway 371 which will be needed as proposed in the draft feasibility report Wiseth, Smith, Nolting (WSN) is completing.

Preliminary Cost Estimate

The Golf Course Drive Feasibility Report prepared by WSN and dated June 23, 2015 has an estimated project cost of \$1,305,340. As proposed the City of Baxter will fund storm sewer improvements on Golf Course Drive from Universal Drive to Country Club Estates in the amount \$391,160 (30%) and the remaining project costs in the amount of \$914,180 (70%) will be assessed to benefitting properties.

DESIGNING FOR A BETTER TOMORROW
Bolton & Menk is an equal opportunity employer



Attached please find a preliminary cost estimate to re-route the existing storm sewer on Design Road to the drainage ditch on Evangelical Lutheran Good Samaritan property as part of the Golf Course Drive Improvement Project. We estimate this will add **\$293,500** to the Golf Course Drive Improvement project. The estimate includes a 10% construction contingency to account for construction items not included and variances in unit prices, 20% for engineering services, and 5% for administrative and legal services. If the scope of the Golf Course Drive project was expanded as proposed the total estimated project cost would be **\$1,598,840**. As proposed the Golf Course Drive project will assess \$914,180 which will meet or exceed 20% of the project cost being funded by special assessments as required for public bonding.

Also attached please find a preliminary cost estimate to extend storm sewer on Golf Course Drive from the drainage ditch on Evangelical Lutheran Good Samaritan property south to the intersection with Excelsior Road as part of the Golf Course Drive Improvement Project. We estimate this will add **\$180,750** to the Golf Course Drive Improvement project. The estimate includes a 10% construction contingency to account for construction items not included and variances in unit prices, 20% for engineering services, and 5% for administrative and legal services. If the scope of the Golf Course Drive project was expanded to include the Design Road storm sewer re-route and storm sewer to Excelsior Road the total estimated project cost would be **\$1,779,590**. As proposed the Golf Course Drive project will assess \$914,180 which will meet or exceed 20% of the project cost being funded by special assessments as required for public bonding.

We estimate the cost to analyze the capacity of the existing storm sewer that runs from Excelsior Road north under the Mills Fleet Farm building to be **\$7,450**. This will involve modeling the entire contributing watershed to see how the current storm sewer network responds to a 10-year rainfall event. We will prepare a summary report of current inflow and recommend pipe sizes for a re-route if appropriate. With the size and complexity of the existing watershed we request that electronic copies of existing studies and data be made available to aid in the creation of the watershed model. If a re-route on Excelsior Road is ultimately chosen this study would be utilized in the Golf Course Drive storm sewer design which is the majority of the engineering effort to extend storm sewer south to Excelsior Road.

Cost estimates presented here are meant to be used as a guideline in the decision making process. If there is a consensus from the City Council to move forward with the storm sewer re-routing a more refined cost estimate will be provided as part of a supplement to the Golf Course Drive Improvement Project Feasibility Report.

For additional City Council information, in order to complete a full depth reclamation and repave the remaining 820 feet of Design Road west to Dellwood Drive would cost approximately **\$86,000**. This cost estimate includes 10% contingency and 25% for Engineering, Legal and Administration costs.



Summary of Sewer Re-Route Costs

In summary, costs associated with the additional storm sewer work discussed above are provided in the following table:

Project	Item	Estimated Cost
Golf Course Drive Project	Total Project Cost	\$1,305,340
Design Drive Sewer Re-Route	Construction Cost	\$234,800
	Engineering Cost	\$ 58,700
Excelsior Road Sewer Re-Route	Construction Cost	\$144,600
	Engineering Cost	\$ 36,150
Design Road Reclamation (820'w to Dellwood Drive)	Construction Cost	\$ 68,800
	Engineering Cost	\$ 17,200
Excelsior Road Sewer Capacity Study	Engineering Cost	\$ 7,450
Sewer Re-Route Study Costs to Date	Engineering Cost	\$ 3,055

Please note the last item listed above, "Sewer Re-Route Study Costs to Date", is the actual additional cost (\$3,055) incurred to date to consider the two re-route options described above.

ESTIMATED PROJECT COST
2016 GOLF COURSE DRIVE - DESIGN DRIVE STORM SEWER RE-ROUTE
CITY OF BAXTER, MINNESOTA
 BMI PROJECT NO. B11.111354
 February 10, 2015

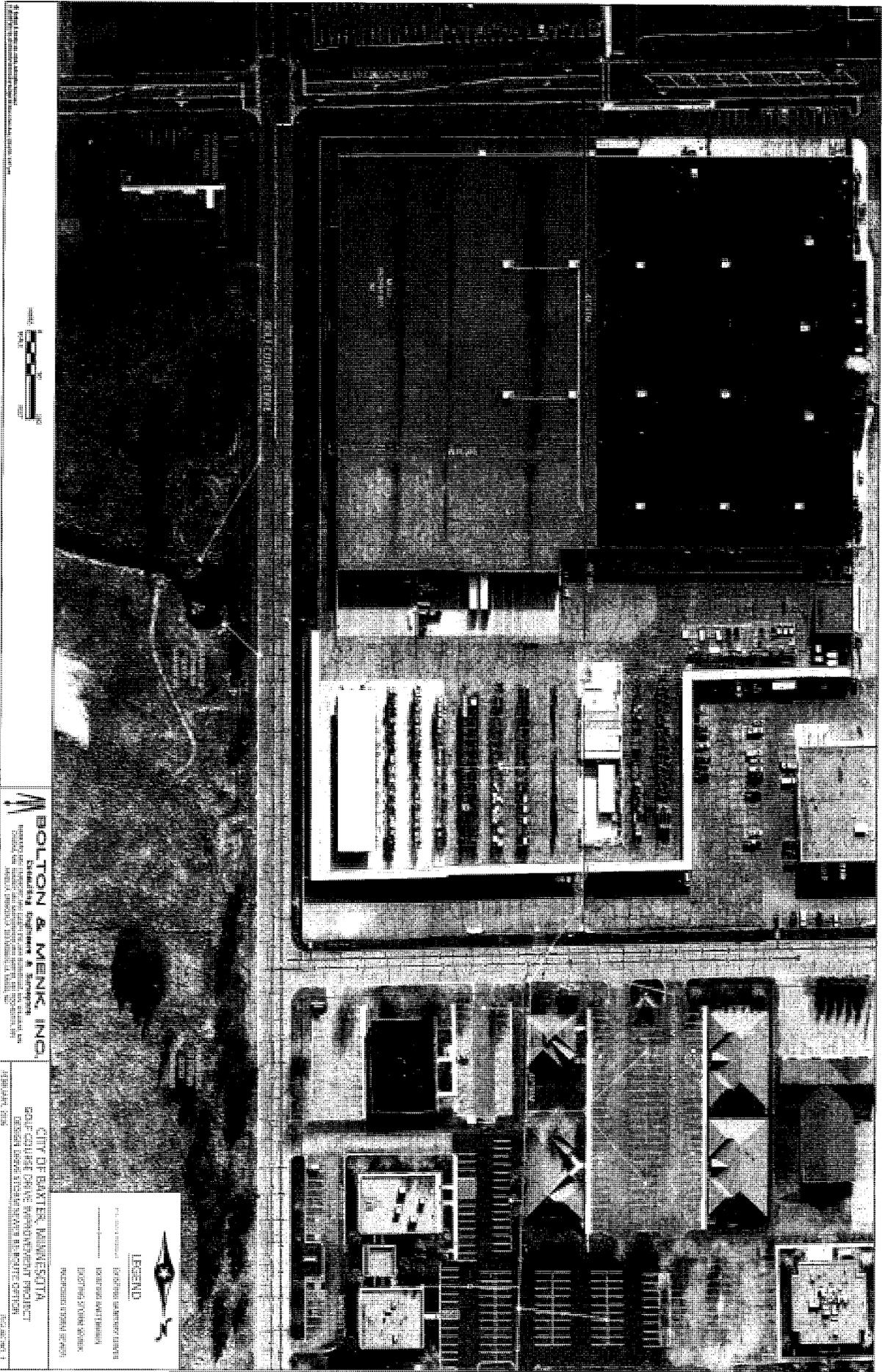
ITEM NO.	SPEC NO.	ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	\$10,000.00	1.0	\$10,000.00
2	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$5.00	50	\$250.00
3	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$5.00	725	\$3,625.00
4	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.25	60	\$75.00
5	2104.509	REMOVE CASTING	EACH	\$50.00	2	\$100.00
6	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$175.00	2	\$350.00
7	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	36	\$144.00
8	2105.501	COMMON EXCAVATION (P)	CU YD	\$8.50	200	\$1,700.00
9	2105.511	POND EXCAVATION (EV)	CU YD	\$10.00	300	\$3,000.00
10	2105.607	HAUL & DISPOSE OF CONTAMINATED MATERIAL (LV)	CU YD	\$20.00	300	\$6,000.00
11	2105.601	DEWATERING	LUMP SUM	\$20,000.00	1	\$20,000.00
12	2211.503	AGGREGATE BASE (CV), CLASS 5	CU YD	\$25.00	10	\$250.00
13	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$4.25	1250	\$5,312.50
14	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$80.00	20	\$1,600.00
15	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	\$66.00	280	\$18,480.00
16	2501.515	48" RC PIPE APRON	EACH	\$2,000.00	1	\$2,000.00
17	2501.515	SAFETY GRATE FOR 48" RC APRON	EACH	\$2,000.00	1	\$2,000.00
18	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$45.00	50	\$2,250.00
19	2503.541	48" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$120.00	770	\$92,400.00
20	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	\$250.00	4	\$1,000.00
21	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-402	LIN FT	\$900.00	15	\$13,500.00
22	2506.516	CASTING ASSEMBLY	EACH	\$600.00	4	\$2,400.00
23	2506.620	CONNECT TO EXISTING STORM SEWER	EACH	\$500.00	1	\$500.00
24	2511.501	RANDOM RIPRP CLASS III	CU YD	\$75.00	25	\$1,875.00
25	2531.501	CONCRETE CURB & GUTTER, DESIGN B618	LIN FT	\$13.50	725	\$9,787.50
26	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$75.00	40	\$3,000.00
27	2563.601	TRAFFIC CONTROL	LUMP SUM	\$500.00	1	\$500.00
28	2573.502	SILT FENCE, MS	LIN FT	\$2.25	150	\$337.50
29	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$110.00	4	\$440.00
30	2573.535	STABALIZED CONSTRUCTION EXIT	LUMP SUM	\$400.00	1	\$400.00
31	2574.525	COMMON TOPSOIL BORROW	CU YD	\$18.00	150	\$2,700.00
32	2575.505	SODDING TYPE LAWN	SQ YD	\$5.00	1500	\$7,500.00

ESTIMATED CONSTRUCTION COST:	\$213,476.50
CONSTRUCTION CONTINGENCIES (10%):	\$21,323.50
CONSTRUCTION SUBTOTAL:	\$234,800.00
ENGINEERING (20%):	\$46,960.00
ADMINISTRATION / LEGAL (5%):	\$11,740.00
TOTAL ESTIMATED PROJECT COST:	\$293,500.00

ESTIMATED PROJECT COST
2016 GOLF COURSE DRIVE - EXCELSIOR ROAD STORM SEWER RE-ROUTE
CITY OF BAXTER, MINNESOTA
 BMI PROJECT NO. B11.111354
 February 23, 2015

ITEM NO.	SPEC NO.	ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	\$6,000.00	1.0	\$6,000.00
2	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$5.00	0	\$0.00
3	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$5.00	550	\$2,750.00
4	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.25	40	\$50.00
5	2104.509	REMOVE CASTING	EACH	\$50.00	0	\$0.00
6	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$175.00	0	\$0.00
7	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	24	\$96.00
8	2105.501	COMMON EXCAVATION (P)	CU YD	\$8.50	0	\$0.00
9	2105.511	POND EXCAVATION (EV)	CU YD	\$10.00	0	\$0.00
10	2105.607	HAUL & DISPOSE OF CONTAMINATED MATERIAL (LV)	CU YD	\$20.00	0	\$0.00
11	2105.601	DEWATERING	LUMP SUM	\$15,000.00	1	\$15,000.00
12	2211.503	AGGREGATE BASE (CV), CLASS 5	CU YD	\$25.00	7	\$175.00
13	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$4.25	0	\$0.00
14	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$80.00	10	\$800.00
15	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	\$66.00	0	\$0.00
16	2501.515	48" RC PIPE APRON	EACH	\$2,000.00	1	\$2,000.00
17	2501.515	SAFETY GRATE FOR 48" RC APRON	EACH	\$2,000.00	1	\$2,000.00
18	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$26.00	36	\$936.00
19	2503.541	48" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$120.00	550	\$66,000.00
20	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	\$250.00	0	\$0.00
21	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-402	LIN FT	\$900.00	18	\$16,200.00
22	2506.516	CASTING ASSEMBLY	EACH	\$600.00	2	\$1,200.00
23	2506.620	CONNECT TO EXISTING STORM SEWER	EACH	\$500.00	0	\$0.00
24	2511.501	RANDOM RIPRP CLASS III	CU YD	\$75.00	25	\$1,875.00
25	2531.501	CONCRETE CURB & GUTTER, DESIGN B618	LIN FT	\$13.50	550	\$7,425.00
26	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$75.00	15	\$1,125.00
27	2563.601	TRAFFIC CONTROL	LUMP SUM	\$500.00	0	\$0.00
28	2573.502	SILT FENCE, MS	LIN FT	\$2.25	300	\$675.00
29	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$110.00	0	\$0.00
30	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$400.00	0	\$0.00
31	2574.525	COMMON TOPSOIL BORROW	CU YD	\$18.00	120	\$2,160.00
32	2575.505	SODDING TYPE LAWN	SQ YD	\$5.00	1000	\$5,000.00

ESTIMATED CONSTRUCTION COST:	\$131,467.00
CONSTRUCTION CONTINGENCIES (10%):	\$13,133.00
CONSTRUCTION SUBTOTAL:	\$144,600.00
ENGINEERING (20%):	\$28,920.00
ADMINISTRATION / LEGAL (5%):	\$7,230.00
TOTAL ESTIMATED PROJECT COST:	\$180,750.00



1/8" = 1' (Scale)
 NORTH
 0 10 20 30 40 50 60 70 80 90 100
 FEET
 0 10 20 30 40 50 60 70 80 90 100
 METERS

BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 10000 15th Avenue S.W.
 Golden, Colorado 80401
 Phone: (303) 440-1100

CITY OF BAXTER, MINNESOTA
 2014 CHIEF ENGINEER REPORT
 DESIGN: BOLTON & MENK, INC.

LEGEND
 EXISTING IMPROVEMENTS
 PROPOSED IMPROVEMENTS
 EXISTING UTILITIES
 PROPOSED UTILITIES



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

218.829.5117
218.829.2517
Brainerd@wsn.us.com

WidethSmithNolting.com

February 24, 2016

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

**RE: Agreement for Professional Engineering Services
North Inglewood Drive Area Improvements
Feasibility Report
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 North Inglewood Drive Area Improvements. The project area includes Inglewood Drive from Peace Road to CSAH 77 and Peace Road from Inglewood Drive to 1,100' west. We are familiar with the project area and have completed the preliminary sanitary sewer and water layouts.

It is our understanding the project will consist of the following improvements:

- Sanitary sewer lift station
- Gravity sanitary sewer collection system
- Sanitary sewer forcemain
- Water distribution system
- Roadway reconstruction

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

Our proposed scope of services is as follows:

Feasibility Study

WSN proposes to complete a feasibility study 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 report exhibits
- Preparation of preliminary property acquisition exhibit
- Estimated preliminary quantities
- Preparation of preliminary cost estimates and assessment calculations.
- Preparation of draft feasibility report that includes a review of existing conditions, proposed improvements, estimated project costs, project implementation and discussion of conclusions and recommendations.

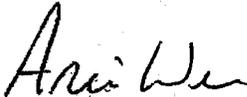
- Review of preliminary study with City staff, Utilities Commission and Council.
- Prepare final study based on City review comments.

WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the not-to-exceed amount of \$5,000. We propose to have study completed within 30 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.

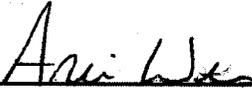
We realize this is an important project to the City and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City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

Date

Date

WIDSETH SMITH NOLTING



2016 FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer	
Level I	\$ 92.00
Level II	\$110.00
Level III	\$135.00
Level IV	\$145.00
Level V	\$160.00
Technician	
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
Photolization Detection Meter	\$80.00/Day
Explosimeter	\$50.00/Day
Product Recovery Equipment	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System)	\$150.00/Day
Soil Drilling Rig	\$35.00/Hour
Groundwater Sampling Equipment	\$75.00/Day
Subcontractors	Cost Plus 10%

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

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

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

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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.

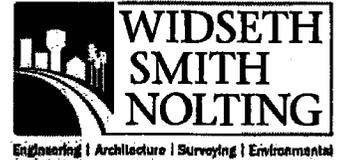
If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, 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 of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

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

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

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

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

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ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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



Minnesota Department of Transportation

Financial Mgt., State Aid Finance
395 John Ireland Blvd., Mail Stop 215
St. Paul, MN 55155

Office Tel: 651-386-4850
Fax: 651-386-4909

January 28, 2016

MUNICIPALITY OF BAXTER

Trevor Walter
PO Box 2626
Baxter, MN 56425

RE: NOTICE OF ANNUAL DISTRIBUTION

Dear Trevor Walter:

The following allotments will be credited to the accounts listed below in compliance with the 2016 Commissioner's Order, and will be released in accordance with the current rules.

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ALLOCATION AMOUNT</u>
90	MUNI CONST	\$389,762.00
94	MUNI MAINT	\$129,921.00

If you have any questions please contact Cindy Degener at 651-366-4850 of the State aid Finance Office.

Sincerely,

Charles A. Zelle
Commissioner of Transportation

cc: City Clerk

DETERMINATION OF THE CONSTRUCTION AND MAINTENANCE ALLOTMENTS

Upon determining the amount available to be distributed in the Municipal State Aid Street Fund the cities Total Maintenance Allotments are computed in accordance with the State Aid Operational Rules Chapter 8820.1400 Subp. 3.

General Maintenance Allotment

The General Maintenance requested is subtracted from the Total Apportionment minus Turnback Maintenance Allowance.

A city may request its General Maintenance Allotment be calculated using one of the following methods:

- 1) \$1500 per improved mile
- 2) 25% of its Total Apportionment
- 3) 35% of its Total Apportionment (maximum percentage allowed)
- 4) A Lump Sum dollar amount greater than \$1500 per improved mile and less than 35% of its Total Apportionment

Bond interest due in the current year is not added to General Maintenance Allotments

The General Maintenance Allotment may not exceed 35% of the Total Apportionment minus Trunk Highway Turnback Maintenance Allowance.

Total Maintenance Allotment

The Total Maintenance Allotment is the General Maintenance Allotment plus Trunk Highway Turnback Maintenance Allowance plus Bond Interest due, if any.

The Total Maintenance Allotment of a city may only exceed 35% of its Total Apportionment to pay for Bond Interest.

By City Council resolution, a city may request State Aid to use local funds for the interest.

Maintenance Expenditure Report

If any city's General Maintenance Allotment exceeds 25% of its Total Apportionment that city must submit a Maintenance Expenditure Report to receive the final payment of its Total Maintenance Allotment. The cities that will need to file a Maintenance Expenditure Report at the end of 2016 are:

Bloomington	Falcon Heights	Red Wing	
Cloquet	Fridley	Shakopee	
Columbia Heights	Minneapolis	St. Louis Park	
Corcoran	Prior Lake	St. Paul	
Duluth	Ramsey	Vadnais Heights	

Principal payments due on bonds in the current year are paid from the city's Construction Allotment.

2015 IMPROVED MILEAGE RECORD

(MILEAGE USED FOR MINIMUM MAINTENANCE ALLOCATION)
used for the January 2016 allocation

* Trunk Highway Turnback mileage that receives a separate maintenance allowance is not included in the city's total improved mileage.

MUNICIPALITY	IMPROVED MILEAGE	MUNICIPALITY	IMPROVED MILEAGE	MUNICIPALITY	IMPROVED MILEAGE	MUNICIPALITY	IMPROVED MILEAGE
Albert Lea	24.31	Duluth	116.71	Mahtomedi	9.53	Rogers	20.58
Albertville	7.15	Eagan	47.87	Mankato	38.57	Rosemount	27.49
Alexandria	33.29	East Bethel	23.93	Maple Grove	49.04	Roseville	27.55
Andover	31.83	East Grand Forks	16.99	Maplewood	36.68	Sartell	18.39
Anoka	15.42	Eden Prairie	48.54	Marshall	18.02	Sauk Rapids	14.21
Apple Valley	34.31	Edina	40.85	Medina	11.41	Savage	24.75
Arden Hills	6.92	Elk River	36.94	Mendota Heights	14.57	Shakopee	35.86
Austin	29.88	Fairmont	20.01	Minneapolis	203.64	Shoreview	18.58
Baxter	16.15	Falcon Heights	3.29	Minnetonka	51.16	Shorewood	9.20
Belle Plaine	7.90	Faribault	24.07	Minnetrista	12.98	South St. Paul	17.46
Bemidji	17.85	Farmington	12.66	Montevideo	8.83	Spring Lake Park	5.82
Big Lake	11.48	Fergus Falls	26.18	Monticello	11.97	St. Anthony	5.95
Blaine	43.78	Forest Lake	32.97	Moorhead	47.38	St. Cloud	57.65
Bloomington	76.12	Fridley	22.89	Morris	9.09	St. Francis	13.27
Brainerd	18.33	Glencoe	8.25	Mound	7.71	St. Joseph	5.03
Brooklyn Center	21.34	Golden Valley	23.74	Mounds View	10.86	St. Louis Park	32.86
Brooklyn Park	58.94	Grand Rapids	25.04	New Brighton	12.83	St. Michael	22.63
Buffalo	17.03	Ham Lake	24.22	New Hope	12.86	St. Paul	161.26
Burnsville	44.77	Hastings	22.45	New Prague	7.34	St. Paul Park	6.06
Byron	5.47	Hermantown	18.57	New Ulm	17.68	St. Peter	15.12
Cambridge	16.12	Hibbing	53.38	North Branch	27.18	Stewartville	4.49
Champlin	19.62	Hopkins	9.92	North Mankato	15.77	Stillwater	17.73
Chanhassen	22.35	Hugo	20.96	North St. Paul	11.22	Thief River Falls	16.08
Chaska	19.71	Hutchinson	18.49	Northfield	16.53	Vadnais Heights	8.60
Chisago City	8.10	International Falls	7.05	Oak Grove	23.32	Victoria	6.11
Chisholm	8.41	Inver Grove Heights	33.64	Oakdale	19.39	Virginia	15.63
Circle Pines	3.24	Isanti	6.83	Orono	9.45	Waconia	12.23
Cloquet	22.08	Jordan	6.07	Otsego	20.74	Waite Park	6.54
Columbia Heights	12.50	Kasson	5.72	Owatonna	34.64	Waseca	7.71
Coon Rapids	43.23	LaCrescent	5.84	Plymouth	62.08	West St. Paul	13.58
Corcoran	15.08	Lake City	8.39	Prior Lake	17.48	White Bear Lake	20.95
Cottage Grove	28.83	Lake Elmo	16.30	Ramsey	32.36	Willmar	27.87
Crookston	11.58	Lakeville	59.23	Red Wing	24.26	Winona	21.26
Crystal	17.47	Lino Lakes	19.88	Redwood Falls	9.93	Woodbury	52.71
Dayton	8.44	Litchfield	8.77	Richfield	24.67	Worthington	11.34
Delano	6.21	Little Canada	11.35	Robbinsdale	10.05	Wyoming	15.70
Detroit Lakes	24.52	Little Falls	21.45	Rochester	98.25	Zimmerman	5.59
				TOTAL	3572.51		

2016 CONSTRUCTION AND MAINTENANCE ALLOTMENTS

MUNICIPALITY	TOTAL APPORTIONMENT	TRUNK HIGHWAY TURNBACK MAINTENANCE ALLOWANCE	CITY		AMOUNT OF BOND INTEREST APPLIED TO GENERAL MAINTENANCE ALLOTMENT	TOTAL MAINTENANCE ALLOTMENT	CONSTRUCTION ALLOTMENT
			REQUESTED AMOUNT FOR GENERAL MAINTENANCE ALLOTMENT	GENERAL MAINTENANCE ALLOTMENT			
Albert Lea	\$981,178		25%	\$245,295	\$245,295	\$735,883	
Albertville	325,558	\$1500/improved mile		10,725	10,725	314,833	
Alexandria	1,013,930		25%	253,483	253,483	760,447	
Andover	1,549,263		25%	387,316	387,316	1,161,947	
Anoka	750,779		25%	187,695	187,695	563,084	
Apple Valley	2,043,194		25%	510,799	\$17,700	1,514,695	
Arden Hills	352,482		25%	88,121	88,121	264,361	
Austin	1,306,018	Lump Sum		95,000	95,000	1,211,018	
Baxter	519,683		25%	129,921	129,921	389,762	
Belle Plaine	309,920	\$1500/improved mile		11,850	54,258	243,812	
Bemidji	698,720		25%	174,680	174,680	524,040	
Big Lake	434,332		25%	108,583	31,500	294,249	
Blaine	2,290,298		25%	572,575	572,575	1,717,723	
Bloomington	4,087,059		35%	1,430,471	1,430,471	2,656,588	
Brainerd	773,439	\$1500/improved mile		27,495	27,495	745,944	
Brooklyn Center	1,004,235	Lump Sum		120,000	120,000	884,235	
Brooklyn Park	2,725,391		25%	681,348	39,465	2,004,578	
Buffalo	789,161		25%	197,290	1,575	590,296	
Burnsville	2,648,057		25%	662,014	662,014	1,986,043	
Byron	212,476		25%	53,119	53,119	159,357	
Cambridge	446,354	Lump Sum		25,000	25,000	421,354	
Champlin	956,391		25%	239,098	239,098	717,293	
Chanhassen	996,365	Lump Sum		100,000	100,000	896,365	
Chaska	1,033,444		25%	258,361	258,361	775,083	
Chicago City	256,516		25%	64,129	64,129	192,387	
Chisholm	291,401		25%	72,850	72,850	218,551	
Circle Pines	177,921	\$1500/improved mile		4,860	4,860	173,061	
Cloquet	689,334		35%	241,267	241,267	448,067	
Columbia Heights	738,690		35%	258,542	258,542	480,148	
Coon Rapids	2,534,398	Lump Sum		122,745	122,745	2,411,653	
Corcoran	381,355		35%	133,474	133,474	247,881	
Cottage Grove	1,580,325	\$1500/improved mile		43,245	43,245	1,537,080	
Crookston	557,475		25%	139,369	139,369	418,106	
Crystal	798,099		25%	199,525	199,525	598,574	
Dayton	247,513		25%	61,878	61,878	185,635	
Delano	298,147		25%	74,537	9,477	214,133	

MUNICIPALITY	TOTAL APPORTIONMENT	TRUNK HIGHWAY TURNBACK MAINTENANCE ALLOWANCE	CITY REQUESTED AMOUNT FOR GENERAL MAINTENANCE ALLOTMENT	AMOUNT OF BOND INTEREST APPLIED TO GENERAL MAINTENANCE ALLOTMENT	TOTAL MAINTENANCE ALLOTMENT	CONSTRUCTION ALLOTMENT
Detroit Lakes	\$629,289		25%	\$157,322	\$1,533,400	\$471,967
Duluth	\$5,475,469	Lump Sum	25%	\$1,533,400	\$1,533,400	\$3,942,069
Eagan	2,944,036	\$1500/Improved mile		\$114,667	186,472	2,757,564
East Bethel	786,773		25%	196,693	196,693	590,080
East Grand Forks	654,561		25%	163,640	274,083	380,478
Eden Prairie	2,629,136	\$1500/Improved mile		72,810	72,810	2,556,326
Edina	2,100,722		25%	525,181	525,181	1,575,541
Elk River	1,409,938		25%	352,485	352,485	1,057,453
Fairmont	695,315		25%	173,829	173,829	521,486
Falcon Heights	181,377		35%	63,482	63,482	117,895
Fanbault	1,147,278		25%	286,820	286,820	860,458
Farmington	877,605		25%	219,401	219,401	658,204
Fergus Falls	983,392		25%	245,848	245,848	737,544
Forest Lake	1,209,802		25%	302,451	302,451	907,351
Fridley	1,113,812		35%	389,834	389,834	723,978
Glencoe	295,509	Lump Sum		25,000	25,000	270,509
Golden Valley	1,028,218		25%	257,055	69,231	701,932
Grand Rapids	969,763		25%	242,441	79,587	647,735
Ham Lake	895,411		25%	223,853	223,853	671,558
Hastings	798,838		25%	199,710	199,710	599,128
Hermantown	645,711	Lump Sum		65,000	65,000	580,711
Hibbing	1,322,336		25%	330,584	70,612	921,140
Hopkins	683,026		25%	170,757	170,757	512,269
Hugo	689,844		25%	172,461	172,461	517,383
Hutchinson	704,067	\$1500/Improved mile		27,735	27,735	676,332
International Falls	278,807	\$1500/Improved mile		10,575	10,575	268,232
Inver Grove Heights	1,568,189		25%	392,047	392,047	1,176,142
Isanti	236,466		25%	59,117	59,117	177,349
Jordan	285,088		25%	71,272	71,272	213,816
Kasson	261,408		25%	65,352	65,352	196,056
LaCrescent	229,944	\$1500/Improved mile		8,760	8,760	221,184
Lake City	256,122		25%	64,031	64,031	192,091
Lake Elmo	493,730		25%	123,433	2,100	368,197
Lakeville	2,639,749	Lump Sum		120,000	350,455	2,169,294
Lino Lakes	1,014,091		25%	253,523	253,523	760,568
Litchfield	355,326		25%	88,832	88,832	266,494
Little Canada	447,797		25%	111,949	111,949	335,848
Little Falls	609,738	\$1500/Improved mile		32,175	32,175	577,563
Maintomedi	307,562		25%	76,891	76,891	230,671
Mankato	1,957,105		25%	489,276	489,276	1,467,829
Maple Grove	2,912,176		25%	728,044	728,044	2,184,132
Maplewood	1,804,065	Lump Sum		275,000	139,875	1,389,190

MUNICIPALITY	TOTAL APPORTIONMENT	TRUNK HIGHWAY TURNBACK MAINTENANCE ALLOWANCE	CITY REQUESTED AMOUNT FOR GENERAL MAINTENANCE ALLOTMENT	AMOUNT OF BOND INTEREST APPLIED TO GENERAL MAINTENANCE ALLOTMENT			CONSTRUCTION ALLOTMENT
				GENERAL MAINTENANCE ALLOTMENT	MAINTENANCE ALLOTMENT	MAINTENANCE ALLOTMENT	
Marshall	\$726,476		\$1500/Improved mile	\$27,030		\$27,030	\$699,446
Medina	272,258		25%	68,065		68,065	204,193
Mendota Heights	567,746		25%	141,937		141,937	425,809
Minneapolis	15,956,015		35%	5,584,605		5,584,605	10,371,410
Minnetonka	2,343,587		\$1500/Improved mile	76,740	\$48,994	125,734	2,217,853
Minnetrista	418,680		25%	104,670		104,670	314,010
Montevideo	283,474		\$1500/Improved mile	13,245		13,245	270,229
Monticello	527,592		25%	131,898		131,898	395,694
Moorhead	2,321,149		25%	580,287		580,287	1,740,862
Morris	290,587		25%	72,647		72,647	217,940
Mound	407,892		25%	101,973		101,973	305,919
Mounds View	486,565		25%	121,641		121,641	364,924
New Brighton	817,463		25%	204,366		204,366	613,097
New Hope	765,696		25%	191,424		191,424	574,272
New Prague	293,383		25%	73,346		73,346	220,037
New Ulm	741,769		\$1500/Improved mile	26,520		26,520	715,249
North Branch	808,101		25%	202,025	8,466	210,491	597,610
North Mankato	681,338		25%	170,335	78,425	248,760	432,578
North St. Paul	527,105		25%	131,776		131,776	395,329
Northfield	814,965		25%	203,741		203,741	611,224
Oak Grove	658,389		25%	164,597		164,597	493,792
Oakdale	931,377		25%	232,844		232,844	698,533
Orono	346,595		25%	86,649	39,437	126,086	220,509
Otsego	747,570		25%	186,893		186,893	560,677
Owatonna	1,362,679		\$1500/Improved mile	51,960		51,960	1,310,719
Plymouth	3,173,279		25%	793,320		793,320	2,379,959
Prior Lake	929,179		35%	325,213		325,213	603,966
Ramsey	1,206,442		35%	422,255	58,790	481,045	725,397
Red Wing	945,816		35%	331,036		331,036	614,780
Redwood Falls	302,351		25%	75,588		75,588	226,763
Richfield	1,543,025		Lump Sum	315,000		315,000	1,228,025
Robbinsdale	545,320		\$1500/Improved mile	15,075		15,075	530,245
Rochester	5,398,079		Lump Sum	900,000		900,000	4,498,079
Rogers	690,093		25%	172,523		172,523	517,570
Rosemount	1,130,301		\$1500/Improved mile	41,235		41,235	1,089,066
Roseville	1,342,878		25%	335,720		335,720	1,007,158
Sartell	781,331		\$1500/Improved mile	27,585	8,150	35,735	745,596
Sauk Rapids	630,713		\$1500/Improved mile	21,315		21,315	609,398

MUNICIPALITY	TOTAL APPORTIONMENT	TRUNK HIGHWAY TURNBACK MAINTENANCE ALLOWANCE	CITY REQUESTED AMOUNT FOR GENERAL MAINTENANCE ALLOTMENT	AMOUNT OF BOND INTEREST APPLIED TO GENERAL MAINTENANCE ALLOTMENT	TOTAL MAINTENANCE ALLOTMENT	CONSTRUCTION ALLOTMENT
Savage	\$1,144,931		\$1500/Improved mile	\$37,125	\$38,475	\$1,106,456
Shakopee	\$1,582,932		35%	\$554,026	\$554,026	\$1,028,906
Shoreview	966,807		25%	241,702	241,702	725,105
Shorewood	352,087		25%	88,022	88,022	264,065
South St. Paul	804,118		25%	201,030	201,030	603,088
Spring Lake Park	234,836		25%	58,709	58,709	176,127
St. Anthony	351,001		25%	87,750	87,750	263,251
St. Cloud	3,196,824		25%	799,206	799,206	2,397,618
St. Francis	482,177		25%	120,544	120,544	361,633
St. Joseph	198,384		25%	49,596	49,596	148,788
St. Louis Park	1,887,529		35%	660,635	660,635	1,226,894
St. Michael	981,687		25%	245,422	245,422	736,265
St. Paul	12,324,149		Lump Sum	3,644,187	3,644,187	8,679,962
St. Paul Park	235,957		25%	58,989	58,989	176,968
St. Peter	630,093		\$1500/Improved mile	22,680	106,062	501,351
Stewartville	219,384		25%	54,846	54,846	164,538
Stillwater	805,081		25%	201,270	201,270	603,811
Thief River Falls	713,917		25%	178,479	17,284	195,763
Vadnais Heights	444,107		35%	155,437	155,437	288,670
Victoria	303,350		25%	75,838	75,838	227,512
Virginia	536,174		25%	134,044	134,044	402,130
Waconia	492,030		\$1500/Improved mile	18,345	18,345	473,685
Waite Park	306,836		\$1500/Improved mile	9,810	9,810	297,026
Waseca	373,849		25%	93,462	93,462	280,387
West St. Paul	690,163		25%	172,541	172,541	517,622
White Bear Lake	878,770		25%	219,693	219,693	659,077
Willmar	1,127,021		25%	281,755	281,755	845,266
Winona	1,160,298		25%	290,075	290,075	870,223
Woodbury	2,919,426		25%	729,857	729,857	2,189,569
Worthington	531,192		Lump Sum	100,000	100,000	431,192
Wyoming	459,504		\$1500/Improved mile	23,550	23,550	435,954
Zimmerman	232,672		\$1500/Improved mile	8,385	8,385	224,287
TOTAL	\$173,612,036	\$0		\$39,770,623	\$1,457,903	\$132,383,510

GENERAL MAINTENANCE ALLOTMENT OPTIONS:

- 28 Cities requested \$1,500 per Improved Mile
- 95 Cities requested 25% of Total Allotment MINUS THTB Maintenance Allowance
- 13 Cities requested 35% of Total Allotment MINUS THTB Maintenance Allowance (WILL require a Maintenance Expenditure Report)
- 14 Cities requested a Lump Sum amount > \$1,500/ Improved Mile and < 35% of Total Allotment (MAY require a Maintenance Expenditure Report)

TOTAL MAINTENANCE ALLOTMENT:

The General Maintenance Allotment Option selected by the city, plus THTB Maintenance Allowance and bond interest due, if any

REQUEST FOR COUNCIL ACTION

02.02.2016

Department Origination: IT

Agenda Section: Consent

Agenda Item: Approve Plans and Specifications and Ordering Advertisement for Bids for Fixed Network Water Meter Reading System Project

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

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

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

TKDA has prepared the plans and specifications, a summary of which is below. Complete copies of the plans and specifications are available upon request.

Summary of Project Plans and Specifications

Base bid and alternate bid proposals are being accepted to purchase and install the fixed network water meter reading system. Base bid proposals will include removing approximately 2565 meters and installing new meters and transmitters. Approximately 335 meters will be reused with the registers changed out and transmitters installed. Alternate bid proposals, for vendors that are unable to reuse existing meters with their system, will include removing approximately 2900 meters and installing new meters and transmitters. Each proposal will be bid as two packages, one for the purchase of equipment and one for installation of the equipment.

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

The project bids will be evaluated as a 25 year life cycle cost, to include the cost of one complete replacement battery change-out during the life of the system. The costs for additional meters

and/or transmitters will be locked in for the first year, then adjusted annually based on the Producer Price Index (PPI) until the year 2040.

Preliminary Project Schedule	
January 2016	Prepare Plans and Specifications
February 2016	Advertise and Secure bids
March 2016	Award and Issue Construction Contract
April-May 2016	Prepare and Adopt Necessary Policies
June 2016-October 2016	Installation of Equipment
November 2016	Final Completion/Project Close-Out

FINANCIAL IMPLICATIONS

The services provided by TKDA for the bidding phase were included in their professional engineering services contract. The fixed network water meter reading system project is included in the 2016 adopted budget, with funding from local option sales tax collections.

STAFF RECOMMENDATIONS

Staff recommends approving the TKDA prepared plans and specifications and order advertisement for bids for the fixed network water meter reading system project.

COUNCIL ACTION REQUESTED

Approve Plans and Specifications and Ordering Advertisement for Bids for Fixed Network Water Meter Reading System Project

Fixed Network Water Meter Reading System

FEBRUARY 2ND, 2016



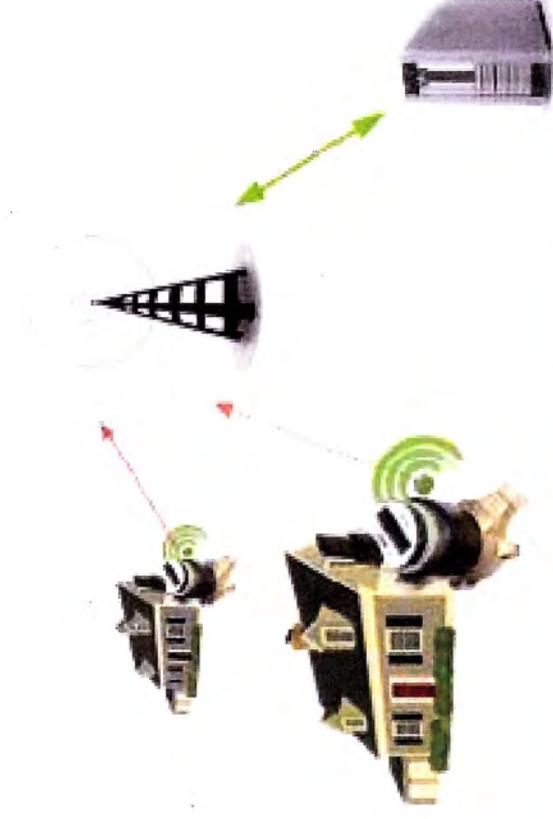
Introduction

A fixed network water meter reading system provides the ability to acquire meter readings from the office, eliminating the need for residents or City staff to read, collect and submit readings.

TKDA retained as consulting engineer in January 2016 to provide professional services related to preparing plans and specifications, bid advertisement and evaluation, and construction contract administration.

System Components

- Data Collectors
- Water Meters
- Radio Transmitters
- Data Storage



Preliminary Project Schedule

Preliminary Project Schedule

January 2016	Prepare Plans and Specifications
February 2016	Advertise and Secure bids
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June 2016-October 2016	Installation of Equipment
November 2016	Final Completion/Project Close-Out

Bid Package

Base Bid

- Compatible with existing meters

Alternate Bid

- Incompatible with existing meters

Bid as two packages

- Equipment/Materials
- Installation



Requirements

General

- Vendor propagation study
- Redundant reading
 - Multiple data collectors
 - Drive-by
- Retain 35 days of daily read data
- Store and transmit one hour reads

Meter

- Flag reverse flow
- Leak detection

Transmitter

- Installed in floor joists or exterior if needed
- Reprogrammable
- 20 year warranty – radios and batteries – 100% first ten years, prorated last ten

Requirements

Contractor and Installers

- Local office and phone number
- Hiring
 - Responsibility of contractor to hire competent and screened employees
- Uniform, ID badge and vehicles identified
- Responsible for mailings and scheduling appointments



Bid Evaluation

Project evaluated as a 25 year life cycle cost

- Include one complete battery change-out

Cost of meters/transmitters locked in for first year, adjusted annually based on PPI until 2040

Preliminary Project Schedule

Preliminary Project Schedule	
January 2016	Prepare Plans and Specifications
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