



UTILITY COMMISSION AGENDA
Wednesday, April 6, 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 Special Meeting Minutes from March 16, 2016 (pp. 4 - 9).

Agenda

4. 2015 Excelsior Road Improvements Project Monthly Update (To be presented).
**Information only.*
5. 2016 Fairview Road Improvements Project Monthly Update and Project Schedule (pp. 10 – 15).
**Information only.*
6. 2016 Golf Course Road Improvements Project Monthly Update (pp. 16 – 18).
**Information only.*
7. 2016 Golf Course Drive Improvement Project Storm Sewer Reroute at Mill's Fleet Farm Building Site (pp. 19 – 28).
**Information only.*
8. 2016 Mill and Overlay Plans and Specifications (Enclosed in packet).
**Staff recommends the Utilities Commission make a motion to City Council to adopt Resolution No. 2016-XX approving the 2016 Mill and Overlay Plans and Specifications and directing staff to bid the project.*
9. WSN Agreement for Professional Engineering Services for the Inglewood Drive Railway Crossing and Foley Road Improvements Feasibility Report Update (pp. 29 – 35).

**Staff recommends the Utilities Commission make a motion to City Council to approve the WSN Agreement for Professional Engineering Services for the Inglewood Drive Railway Crossing and Foley Road Improvements Feasibility Report Update in the Not to Exceed amount of \$9,750.00.*

10. Lift Station No. 8 Reconstruction Bid Recommendation (pp. 36 – 38).
**Staff recommends the Utilities Commission make a motion to City Council to award the Lift Station No. 8 Reconstruction Project to DeChantal Excavating in the amount of \$76,941.00.*
11. North Inglewood Area Utility Improvements Feasibility Report Update (pp. 39 – 56).
**Discussion only.*
12. 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project Monthly Update (pg. 57).
**Information only.*
13. Audubon Way Watermain Pipe Repair (pp. 58 – 61).
**Information only.*
14. WSN Agreement for Engineering Services for the Excelsior Road, Fairview Road and Edgewood Drive Feasibility Study Fee Amendment (pp. 62 – 67).
**Information only. City Council acted on the WSN Agreement for Engineering Services for the Excelsior Road, Fairview Road and Edgewood Drive Feasibility Study Amendment at the April 5, 2016 council meeting due to time constraints.*
15. Development Riverwood Bank Draft Developers Agreement (pp. 68 – 75).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Development Agreement for Riverwood Bank, Inc.*
16. Wastewater Treatment Charges for February 2016 (pp. 76 – 79).
**Information only.*
17. Safe Routes to School Planning Grant for ISD No. 181 (pg. 80).
**Information only.*
18. Safe Routes to School Grant for Forestview Middle School (pg. 81).
**Information only.*
19. Pothole Article (pp. 82 – 83).
**Information only.*
20. Cracksealing Article (pp. 84 – 85).
**Information only.*

21. MnDOT News Release (pg. 86).
**Information only.*
22. MnDOT Cost Participation Policy (pp. 87 – 93).
**Information only.*
23. Northern Long-Eared Bat Update Article (pp. 94 - 98).
**Information only.*
24. MPCA Proposal on Flushable Wipes Article (pg. 99).
**Information only.*
25. Flint: Could It Happen Here Article (pg. 100).
**Information only.*
26. MnDOT State Aid for Local Transportation Distribution Fund (Enclosed in packet).
**Information only.*
27. Northland Arboretum Letter (pg. 101).
**Information only.*
28. Adjourn.

UTILITIES COMMISSION

March 16, 2016

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

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

MEMBERS ABSENT: Commissioner Jack Christofferson.

STAFF PRESENT: Public Works Director/City Engineer Trevor Walter and Engineering Technician Doug Schultz.

OTHERS PRESENT: InSite Project Manager Mark Rykovich, WSN Consulting Engineer Aric Welch and SEH Consulting Engineer Scott Hedlund.

APPROVAL OF MINUTES

MOTION by Commissioner Crochet, seconded by Commissioner Franzen to approve the Utilities Commission minutes of March 2, 2016. Motion carried unanimously.

2016 MILL AND OVERLAY IMPROVEMENTS FEASIBILITY REPORT

WSN Consulting Engineer Welch reviewed the 2016 Mill and Overlay Feasibility Report. The City is improving various roadway segments within the municipal limits as part of the City of Baxter's ongoing pavement management program. Both residential and commercial roadways are scheduled for maintenance improvements in 2016.

Commercial roadways being reviewed as part of this report include segments of Clearwater Road and Woida Road. Residential roadways being reviewed as part of this report include all or a part of Cedardale Lane, Brentwood Road, Briarwood Lane, Birchdale Lane, Ashdale Lane, Second Street, First Street, Maplewood Drive, Kenwood Drive, Kenwood Court, Glenwood Drive, Madeline Drive, John Street and Mary Street.

In addition to maintenance of existing roadways, construction of a right turn lane for eastbound traffic on College Road wishing to travel south on Cypress Drive is also being reviewed.

Residential Area Improvements

All residential roadway segments within the project area are currently rural sections with surface drainage swales or ditches along the roadway edges. Zoning in the residential project predominately Low Density Residential (R-1) with some parkland areas and school property zoned Public Benefit (PB) and the Baxter Cemetery zoned Memorial Park/Cemetery (MS). The majority of these residential roadways were constructed between 1989 and 1991, with the exception of Briarwood Lane that was constructed in 1993 and a segment of Brentwood Road that was constructed in 1998. All residential roadway sections in the project areas were considered to be in "good" condition in 2013.

Known bituminous surface problems or issues that need to be reviewed during design includes the following:

- Broken up pavement at the corner of Mapleton Road where the roadway turns from a north/south direction to east/west.
- Bituminous curbing on Ashdale Lane from First Street to Highland Scenic Road (CSAH 48).
- Drainage issue at 134113 Maplewood Drive.

The City of Baxter “Comprehensive Pavement Management System” conducted in 2013, recommended maintenance improvements to all roadways in the project areas to be done via milling and overlaying.

Commercial Area Improvements

The two commercial roadway segments, Woida Road and Clearwater Road, are currently urban sections with curb / gutter / storm sewer, located in busy commercially developed areas between TH 371 and Golf Course Drive. Zoning in the project area is Regional Commercial (C-2). Both roadways are currently on the State-Aid (MSAS) system. The segments of Clearwater Road and Woida Road in the project area were originally constructed between 20 and 25 years ago and considered to be in “fair” to “good” condition when reviewed in 2013. There are no known problems related to the storm water handling systems in the project areas.

Known problems or issues that need to be addressed during design includes the following:

- Storm Manhole on Clearwater Road has access number of adjusting rings.
- All storm sewer curb inlet casting need to be removed and replaced to prevent future roadway cave-ins due to water infiltration.
- Misc. cracked concrete curb & gutter needs to be replaced.
- Loop detectors on Woida Road need to be replaced.
- The upper sections of water valve boxes need to be replaced and adjusted.
- Sanitary sewer manhole castings and rings need to be reconstructed and sealed against water infiltration.
- Pavement markings on Clearwater Road need to be modified to accommodate proposed bank on the former Bonanza site.

In addition to the general maintenance recommendations provided with the 2013 Pavement Management Plan, Braun Intertec has been retained to conduct a pavement evaluation report for the existing pavement sections and subgrade immediately beneath the pavement. Ground Penetrating Radar (GPR) was utilized to determine thicknesses of the existing bituminous surfacing and supporting base layers. Pavement cores and auger borings were also used to verify pavement thicknesses and classify supporting base material.

Cypress Drive Turn Lane

College Road is currently a 5-lane urban roadway and is the busiest corridor in Baxter with a 2011 Average Daily Traffic (ADT) count of 9,600 vehicles per day. As part of the City's long-range transportation plan, Cypress Drive is being developed as a north-south collector. As the Cypress Drive corridor is constructed, the intersection with College Road will need to be upgraded. Recently the City acquired additional property on the southwest quadrant of the College Road / Cypress Drive intersection. The acquisition of this property provides an opportunity for construction of a southbound right-turn lane from College Road to Cypress Drive.

Proposed Improvements

Proposed improvements include milling and overlaying all residential roadways within the project area. Milling is proposed to remove the top 1 ½" of existing bituminous surfacing and then overlaying with 2" of new bituminous surfacing. No options to complete FDR were considered for the residential roadways and the proposed improvements are as recommended by the 2015 Pavement Management Plan.

Other improvements in the mill and overlay area include the following:

- Reconstruct sanitary sewer manhole castings/rings and install water infiltration barrier.
- Replace and adjust the upper sections of water valve boxes.
- Full depth bituminous repair/reconstruction in the following locations:
 - Corner of Mapleton Road where the roadway turns from a north/south direction to east/west.
- Bituminous curbing on Ashdale Lane from First Street to Highland Scenic Road (CSAH 48).
- Ditching improvements at 13413 Maplewood Drive.
- Pavement markings in accordance with City standards for residential roadways.

Commercial Roadway Improvements

Two options were considered for improvements to the segments of Woida Road and Clearwater Road located in the project areas.

Mill and Overlay - Milling and overlaying the existing bituminous surface, as recommended in the 2013 Pavement Management Plan, is an acceptable State-Aid maintenance activity. However, any future reconstruction of a State-Aid roadway like Woida Road and Clearwater Road would require the roadway be constructed to 10-ton design standards. In acknowledgement of these requirements, the City of Baxter has determined that commercial roadways should meet 10-ton design requirements to better handle heavy commercial traffic commonly associated with commercial development and provide long-term benefit to commercial area property owners. The mill and overlay process does not repair problems associated with the poor or failing aggregate base or subgrade materials and areas with these types of concerns would need to be dug up and repaired prior to milling and overlaying. It should also be noted that milling and overlaying does not prevent reflective cracking from appearing in the new surfacing within a

year or two of the overlay, creating negative public opinion and increased future maintenance costs. For these reasons, the mill and overlay process was not examined in any further detail.

Full Depth Reclamation – Full depth reclamation (FDR) uses a self-propelled pulverizing machine to grind the entire pavement section and a portion of the underlying gravel base material in place. This process destroys all existing pavement cracks and homogenizes the material into a useable aggregate base platform on which to pave a new bituminous surface. In an urban roadway section, it is necessary to remove and stockpile a portion of the material to make room for the bituminous pavement. Two lifts of bituminous totaling 4 ½ inches are then proposed to be placed on the reclaimed base material. The benefits of the FDR process include the elimination of reflective cracking, longer pavement life (typically 20 years with proper maintenance), improved ride, reduced maintenance costs and a resulting 10-ton design strength roadway meeting State-Aid and City requirements.

Other improvements in the full depth reclamation area include the following:

- Install a one foot manhole section on the storm sewer manhole on Clearwater Road.
- Replace all storm sewer curb inlet castings and install a water infiltration barrier.
- Replace misc. cracked concrete curb & gutter sections.
- Install new loop detectors on Woida Road.
- Replace and adjust the upper sections of water valve boxes.
- Reconstruct sanitary sewer manhole castings/rings and install water infiltration barrier.
- Install pavement markings on Clearwater Road in accordance with the WSB recommendation for the redevelopment of the former Bonanza site.
- Remove and replace entrance to former Bonanza site.

Cypress Drive Turn Lane

Proposed improvements to College Drive include removal of approximately 400' of the existing curb/gutter and trail along the south side of College Road and private parking lot pavement in the southwest quadrant of the College Road / Cypress Drive intersection. A new 12' wide right turn lane is proposed to be constructed with the 10' non-motorized trail relocated to accommodate the widened roadway section. Minor improvements to the existing storm sewer piping and structure geometry would be required to accommodate the widened road section. Two water services would also need to be extended to match the new configuration. Improvements to the private property would also be proposed to compensate for lost parking as a result of the proposed improvements.

Do Nothing Option

The do nothing option was considered as an option to all proposed improvements. Doing nothing does not promote preserving the existing roadway network via pavement management and does not prepare for future long-term transportation plans being considered by the City of Baxter.

MOTION by Commissioner Franzen, seconded by Commissioner Crochet to recommend City

Council adopt Resolution No. 2016-XX approving the 2016 Mill and Overlay Improvements Feasibility Report. Motion carried unanimously.

2016 FAIRVIEW ROAD IMPROVEMENTS PLANS AND SPECIFICATIONS

SEH Consulting Engineer Hedlund reviewed the 2016 Fairview Road Improvements Plans and Specifications. Public Works Director/City Engineer Walter stated one property owner had some concerns regarding the easement he received in the mail and the City Council requested Mr. Hedlund contact the resident. A memo to City Council was requested on the outcome of the meeting.

Public Works Director/City Engineer Walter had no concerns with the plans and specifications and recommended approval and advertise for bids.

MOTION by Commissioner Crochet, seconded by Commissioner Franzen to recommend City Council adopt Resolution No. 2016-XX Approving the 2016 Fairview Road Improvements Plans and Specifications and direct staff to advertise for bids. Motion carried unanimously.

DEVELOPMENT AGREEMENT FOR 14230 DELLWOOD DRIVE

Public Works Director /City Engineer Walter reviewed the Development Agreement for Baxter, MN (14230 Dellwood N) LLC. Fire protection lines will need to be extended across Dellwood Drive which will result in the pavement being torn up on Dellwood Drive. Pavement will be required to be cut completely across from side to side by approximately 100-feet long in an effort to get compaction back in the excavation trench. The same pavement used in the 2015 Full Depth Reclamation of Dellwood Drive will be required to repair the roadway.

This is the standard agreement the City uses for watermain and sanitary sewer extensions for private improvement projects. Public Works Director /City Engineer Walter has no concerns with the agreement and recommends approval.

MOTION by Commissioner Franzen, seconded by Commissioner Crochet to recommend City Council approve the Development Agreement for Baxter, MN (14230 Dellwood N) LLC. Motion carried unanimously.

FIXED NETWORK WATER METER REPLACEMENT PROJECT

Public Works Director/City Engineer Walter informed the commission that City Council awarded the Fixed Network Water Meter Reading System Project contract to Dakota Supply Group in the estimated amount of \$883,841.33 at the March 15, 2016 City Council meeting.

Funding for the project included \$1.1 million dollars for the fixed network water meter reading system project, with funding coming out of from local option sales tax collections. Total project costs will be determined by actual quantities used based on bid unit pricing at the completion of the project.

Public Works Director/City Engineer Walter stated the City will need to acquire some server infrastructure for storage of meter reading data, at a cost to be determined by the IT Director.

ADJOURNMENT

MOTION by Commissioner Crochet, seconded by Commissioner Franzen to adjourn the meeting at 7:00 p.m. Motion carried unanimously.

Approved by:

Submitted by,

Rock Yliniemi
Chairman

Mary Haugen
Administrative Assistant



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for All of Us®

MEMORANDUM

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

FROM: Scott Hedlund, PE

DATE: March 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. 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.

B. Final Design

- The topographic design survey and wetland delineation field work are complete.
 - Additional survey was completed to assist with the drainage design.
 - Additional survey and coordination was completed to assist the City complete necessary tree clearing adjacent to the Inglewood Dr wetland related to long eared bat avoidance and the pending wetland permit application.
- A drainage analysis of the Fairview Road corridor has been completed.
 - Infiltration testing is planned to be completed by Braun Intertec on March 28, 2016 to verify in place soils infiltration rates to finalize the gas station pond design.
 1. Multiple sizing options have been evaluated.
 2. The test results could affect easement acquisition needs.
- Preliminary private utility design coordination meetings were held September 10 and December 22, 2015.
 - A follow-up meeting with Crow Wing Power was held on January 15, 2016.
- Design meetings with the gas station owners to discuss stormwater improvements occurred October 30, 2015 and January 11, 2016, with follow-up correspondence in March.
 - The property owners are comfortable with the design.
- It has been discovered that there have been past petroleum and fuel oil releases reported to the MPCA on the gas station and school properties respectively.
 - The releases are being investigated further and construction contingencies planned.
- Final construction plans are 99% complete.

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

2016 Fairview Road Improvements Project

March 25, 2016

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- The Utilities Commission approved the plans at their March 16, 2016 meeting.
- The plans are scheduled for City Council approval on April 5, 2016.

C. Permits

- A wetland permit application for impacts on the north side of Fairview Road just west of Inglewood Drive was submitted to the US Army Corps of Engineers on March 4, 2016 and will be on the Crow Wing County TEP agenda on April 5, 2016.
 - Approval of both wetland permits is anticipated in June.
- The Mn/DOT right of way (ROW) permit application is planned for submittal in early April.

D. 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.
 - 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 were approved by the City Council on March 3, 2016 and mailed by SEH the next day.
- Easement agreements from 5 parcels have been secured to date.
- Phone or in-person contact have been made with a majority of parcels and attempts made on the others.
 - Multiple attempts have been made – by phone and in-person - to meet with the property owner that spoke during the City Council open forum on March 15, 2016.
- An additional easement is planned to be sought from the school district to cover the existing storm pond near the southeast corner of the school property which is planned to be cleaned with this project.

E. Bidding

- Authorization by the City Council to advertise for bids is planned for April 5, 2016.
- Bids are planned to be opened on May 3, 2016.

F. Assessment Hearing

- The assessment hearing is planned for June 1, 2016.

G. Construction

- Construction is planned to start between late June or early July.

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

H. Total project budget:

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

I. Consultant budget:

- It is anticipated there will be a future fee amendment request in May related to the following:
 - acquisition of more easements than anticipated
 - environmental design services related to possible contaminated soil at the gas station and storm pond on school property
 1. MPCA files on known releases on both sites have been requested and will be reviewed as soon as they are available (anticipated in the next 2 – 4 weeks).
 - additional design and testing related to the proposed storm sewer and pond system at the gas station.
 1. Site specific infiltration testing by Braun Intertec is planned for March 28th
- It is planned to request contract approval for bidding, final assessment calculations, and assessment hearing services at the April 6th Utilities Commission meeting for recommendation for City Council approval on April 19th.
- It is planned to request contract approval for construction services in June.

2016 Fairview Road Improvements Project
March 25, 2016
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Attachment – updated project schedule
c: Kelly Steele, Jeremy Vacinek, Gordon Heitke – City of Baxter
sh

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

03/25/16

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 if possible)	TBD – April/May
City Council Approves Tree Clearing Contract (long eared bat avoidance – possible USACE permit condition)	TBD – April/May
Wetland permit submittal to TEP	Friday, March 4, 2016
TEP meeting (wetland permit)	Tuesday, April 5, 2016 (WCA and USACE permits anticipated to be secured by end of June 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)*
Wetland permits secured	June 30, 2016 (anticipated)
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
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Golf Course Drive Improvement Project

Date: March 30, 2016
To: Baxter Utilities Commission
From: Mike Rardin, PE *MR*
Cc: Trevor Walter, PE – City Engineer/Public Works Director
Subject: Project Update
 Golf Course Drive Improvement Project

Work Completed - First Update

The project Kick Off meeting with City staff was conducted on February 5th where project information was obtained and questions regarding storm sewers beneath the Mill's Fleet Farm building were raised. At the meeting of February 16th the City Council was apprised of the situation and requested further information regarding possible sewer relocation options. Two options were presented to the City Council at their meeting on March 3rd at which time the Council requested an inspection of the sewers beneath the Mill's Fleet Farm building along with a capacity analysis of those sewers. Those results are to be presented to the City Council at their meeting on April 5th.

Survey work on the original scoped project was completed during February and curb removals were determined earlier in March.

Preliminary design work has started, but can proceed no further until the City Council decides whether storm sewers beneath the Mill's Fleet Farm building will remain as is or be relocated.

Project Schedule

The project has been delayed approximately four (4) weeks due to considering the possible relocation of the storm sewers on the Mill's site. To maintain 2016 project construction, we are proposing the Utilities Commission forego their review of the Supplement to the Feasibility Report which would normally occur at the next meeting, May 4th; or, schedule a special meeting between Thursday, April 14th and Monday, April 18th for this review. A revised schedule without Utilities Commission review of the Feasibility Report Supplement is attached for your convenience.

Completion Dates

The revised schedule attached allows for project completion during the first half of October. Further delays to the project will likely cause construction to be delayed to 2017. It is estimated that it will take approximately six (6) weeks time to construct this project.

Easements

No easements or right of way acquisition are anticipated for this project. Storm sewer reroutes, should they be included in the project, should not require easements or right of way either.



Engineering

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

Other work on the project will continue as agreed to according to the existing "Not to Exceed" contract.

**PROJECT SCHEDULE
GOLF COURSE DRIVE IMPROVEMENTS
BAXTER, MN
3/30/2016**

DESIGN TASKS	DATES	NOTES
Kick Off Meeting	2/5/2016	
Review Design Road Storm Sewer Relocation	2/16/2016	City Council Meeting
Joint Council / Commission Workshop	Week of February 22, 2016	Not necessary
Review Storm Sewer Relocations	3/3/2016	City Council Meeting
Finalize Storm Sewer Relocations	4/5/2016	City Council Meeting
Update Feasibility Report	April 2016	
Design	Feb - April 2016	
Review Updated Feasibility Report	Tuesday, April 19, 2016	City Council Meeting
Resolution Accepting Updated Feasibility Report and Ordering Improvement Hearing	Tuesday, April 19, 2016	City Council Meeting
Mailed Notice for Improvement Hearing	Thursday, April 21, 2016	One notice at least 10 days prior to hearing Twice in local newspaper, one week apart, last notice must be at least three days prior to hearing.
First Published Notice for Improvement Hearing	Friday, April 22, 2016	
Public Information Meeting	Week of April 25, 2016	
Second Published Notice for Improvement Hearing	Friday, April 29, 2016	
Project Update	Wednesday, May 4, 2016	Utilities Commission Meeting
Improvement Hearing	Thursday, May 5, 2016	
Resolution Ordering Project and Preparation of Final Plans and Specifications	Tuesday, May 17, 2016	City Council Meeting
Wetland Permit Applications		Allow 90-days to Receive Permits
State Aid Review	May 2016	
Review Plans and Specifications	Wednesday, June 1, 2016	Utilities Commission Meeting
Resolution Approving Plans and Authorizing Advertisement for Bid	Tuesday, June 07, 2016	City Council Meeting
Resolution Ordering Assessment Hearing	Tuesday, June 07, 2016	City Council Meeting
Bidding Publication	Friday, June 10, 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.
Mailed Notice for Assessment Hearing	Thursday, June 16, 2016	One notice at least two weeks prior to hearing
Published Notice for Assessment Hearing	Friday, June 17, 2016	Once in local newspaper at least two weeks prior to hearing.
Bid Opening	Tuesday, July 5, 2016	By default bid remains subject to acceptance for 60 days after the Bid opening.
Bid review with Utilities Commission	Wednesday, July 6, 2016	Utilities Commission Meeting
Assessment Hearing	Thursday, July 7, 2016	
Resolution Adopting Assessment Rolls	Tuesday, July 19, 2016	City Council Meeting
Award Contract (contingent on no objections to sp assessments)	Tuesday, July 19, 2016	City Council Meeting
Notice of Award	Wednesday, July 20, 2016	City Council Meeting. Contractor has 15 days to deliver signed agreement, bonds and insurance certificates.
Project Update	Wednesday, August 3, 2016	Utilities Commission Meeting
End of Assessment Appeal Period	Thursday, August 18, 2016	Appeals to district court must be made within 30 days after adoption of the assessment roll.
Begin Construction	August 2016	
Construction	August - Sept - Oct	6 week construction window to be allowed
Project Update	Wednesday, September 7, 2016	Utilities Commission Meeting
Project Update	Wednesday, October 4, 2016	Utilities Commission Meeting
Construction Complete	Friday, October 14, 2016	

NOTES
 City Council Meetings held on 1st and 3rd Tuesday @ 7:00 p.m.
 Utilities Commission Meetings held on 1st Wednesday @ 5:30 p.m.
 All dates are subject to change, this is a living document.



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: March 30, 2016
To: Trevor Walter, PE – City Engineer/Public Works Director
From: Mike Rardin, PE *MR*
Subject: Golf Course Drive Improvement Project
Sewer Reroute at Mill's Fleet Farm Building Site

Memo Summary

At the conclusion of the March 3, 2016 City Council workshop / meeting, the Council requested the following:

1. a condition inspection and evaluation of the storm sewers beneath the Mill's Fleet Farm building
2. a hydraulic capacity analysis of those same sewers and the associated storm drainage system
3. a recommendation regarding the frequency of future inspections of these sewers

Work on these requests has been completed. In summary, the condition inspection shows the sewers to be in very good condition and our hydraulic analysis indicates the existing sewers are capable of handling a 10 year storm event with the assumption remaining undeveloped areas are completely developed. There does not appear to be any reason, from a condition or capacity perspective, to reroute the sewers currently located beneath the Mill's Fleet Farm Building. Liability concerns associated with leaving these sewers beneath the building should be considered by the City before making a final decision on leaving or relocating these sewers. Finally, should the City retain the existing sewers beneath the Mill's Fleet Farm Building, we recommend condition inspections of those sewers be conducted at least once every six years until deterioration is found at which time the sewers should be inspected more frequently or repaired or replaced.

Background

On March 3, 2016, Bolton & Menk, Inc. (BMI) provided the City with a report presenting information on relocation of the storm sewers beneath the Mill's Fleet Farm Building. Several relocation alternatives were presented and discussed at the City Council meeting. The Council questioned whether this sewer relocation was necessary or if there would be a benefit to the City in doing this. The City Council requested additional information be obtained regarding the condition and the capacity of the sewers beneath the building before deciding to relocate these sewers.

Storm Sewer Inspection

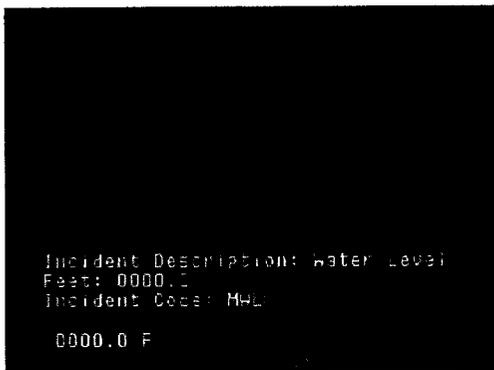
Current Inspection - on March 24, 2016 Ritter and Ritter televised the concrete storm sewers located under and adjacent to the Mill's Fleet Farm building. The Golf Course Drive Feasibility

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



Report prepared by WSN and dated June 23, 2015 notes the storm sewers in this area were constructed as part of the 1983 Commercial Area Improvements. Although the concrete pipe is 33 years old, the Ritter inspection found it to be in very good condition. The inspection identified two deficient areas; however, they are not located under the Mill’s Fleet Farm building. These areas are as follows:

- Infiltration was noted in the 48” concrete pipe approximately 40’ north of the building in the Mill’s Fleet Farm lumber yard.
- A sag was noted in the 66” concrete pipe under Golf Course Drive.



Future Inspections - while routine maintenance and inspection programs are standard for sanitary sewer collection systems and storm water treatment ponds, an industry standard for how often a municipal storm sewer collection system should be inspected is less common. In researching agencies at the state, regional, and national levels we found, in general, inspection frequencies vary from annually up to 10 years based on the type of inspection and structure specific conditions. Recently the Minnesota Department of Transportation (MnDOT) Hydraulics section developed an inspection program and criteria named “HydInfra” (located on the MNDOT website at <http://www.dot.state.mn.us/bridge/hydraulics/hydinfra.html>) to rate their storm drainage systems. The “HydInfra Inspection Manual” and inspection criteria appears relevant and appropriate for the City of Baxter to utilize as a guide in inspecting their drainage systems. The HydInfra inspection manual utilizes a rating system between 1 and 4 with the worst defect found in the feature determining its condition rating. A summary of the rating system is:

Rating	Description	Replacement Consideration	Inspection Frequency
1	Excellent	Like New	6 years
2	Fair	Still Okay – some wear	6 years
3	Poor	Fix in Project – consider repair or replacement	2 or 4 years
4	Very Poor	Fix it Sooner – serious deterioration	1 or 2 years

Based on the results of the storm sewer televising performed by Ritter on March 24th and the MnDOT HydInfra inspection methodology, we recommend future inspections of the storm sewer beneath the Mill’s Fleet Farm building be completed every six years until deterioration is found at which time the sewers should be inspected more frequently or repaired or replaced.



A copy of the Ritter inspection has been provided to City staff.

Hydraulic Analysis

The sewers were analyzed from the outlet at the southern end of Golf Course Drive through all contributing watersheds. The modeled area is shown in the attached figure, Existing Watersheds.

Existing Conditions Model - the analysis indicates that the existing storm sewer is capable of passing the 10 year storm event without significant flooding. The sewer does pressurize during the 10 year flood, but the model does not indicate that surcharging is likely for a 10 year storm event. The model further assumes that the entire commercial area along TH 371 has been completely developed, so the modeled flowrates are higher than what would be observed during a current storm event. A map of the modeled area, titled Existing Conditions Model, has been attached to this memo.

Consideration should be made to remove the 30" culvert that is currently downstream of the outlet east of Mill's Fleet Farm. This culvert creates a significant stream stage increase downstream of the outlet of the storm sewer. This tailwater condition inhibits the sewers capacity during large storm events.

Option 1 Model - currently, two storm sewers combine beneath Mill's Fleet Farm building. From the north a 48" diameter sewer meets a 42" diameter sewer flowing in from the west where they combine into a 66" sewer which then flows to the east under Golf Course Drive. Option 1 proposes to split the two incoming sewers and route each line under Golf Course Drive to separate outlets. The northern 48" sewer would be rerouted at the manhole at Design Road to flow east to the intersection with Golf Course Drive. To increase the capacity of this sewer, it is recommended that this sewer be upsized to a 54" diameter pipe at a minimum.

The western 42" storm sewer currently flows under Excelsior Road. This sewer would be rerouted to continue under Excelsior Road to the intersection with Golf Course Drive where it would flow north to the current outlet. To increase the capacity of this sewer, it is recommended that this sewer be upsized to a 48" diameter pipe.

This option offers a small increase in storm sewer capacity for both storm sewers. The model does not show any adverse impacts to upstream watersheds. A map showing the proposed alignment can be found in the attached figure labeled Option 1.

Option 2 Model - Option 2 proposes to split the two incoming sewers beneath the Mill's Fleet Farm building and route each line under Golf Course Drive to separate outlets. Currently the northern sewer flows south under Golf Course Drive until the intersection with Universal Drive where it flows west for a short distance before flowing south through a commercial development to the Mill's site. This option proposes rerouting the storm sewer to flow continuously south along Golf Course Drive and outlet near the current outlet of the 66" sewer exiting the Mill's site. It is proposed this sewer be upsized to a 54" diameter pipe.

This option maintains the same sewer alignment for the western storm sewer as proposed in Option



1.

This option increases the capacity of the northern sewer significantly and helps to prevent sewer surcharges during extreme rainfall events. A map the proposed alignment can be found in the attached figure labeled Option 2.

Conclusions - the analysis of the existing conditions indicate that the existing storm sewer is capable of handling the 10 year storm. If the City decides to relocate its sewers from beneath the Mill's Fleet Farm building, it is recommended that the City pursue the changes outlined in Option 2. This option provides a greater increase in the sewer's carrying capacity throughout the system.

It is further recommended that the City pursue removal of the downstream 30" culvert noted in the existing conditions. This downstream culvert restricts flow in the channel which causes a higher tailwater at the outlet of the storm sewer. During large storm events this tailwater inhibits the sewers ability to outlet storm water efficiently and increases water elevations inside of the sewer.

A memo detailing our storm sewer analysis along with the HydroCAD model developed for this study has been provided to City staff.

Reroute Cost Estimates

Based on the hydraulic analysis, we are providing estimated costs for the sewer reroute options described above should the City wish to consider relocation of these sewers.

Project	Item	Estimated Cost
Golf Course Drive Project (original project)	Total Project Cost	\$1,305,340
Option 1 Reroute		
North Sewer (Design Rd / Golf Course Dr)	Total Project Cost	\$355,625
West Sewer (Excelsior Road / Golf Course Dr)	Total Project Cost	\$252,875
Option 2		
North Sewer (Golf Course Dr)	Total Project Cost	\$460,125
West Sewer (Excelsior Road / Golf Course Dr)	Total Project Cost	\$252,875
Design Road Reclamation (820'w to Dellwood Drive)	Total Project Cost	\$86,000

For additional information, the cost to complete a full depth reclamation and repave the remaining 820 feet of Design Road to Dellwood Drive (west of possible Design Road sewer relocations) would be approximately \$86,000.

Total project costs above include a 10% contingency and 25% for Engineering, Legal and Administration costs.



Proposed Schedule

To continue moving the Golf Course Drive Improvement Project forward, the following schedule is proposed:

Decide Reroute Option	Tuesday, April 5	City Council Meeting
Review Feasibility Report Supplement	Tuesday, April 19	City Council Meeting
Resolution Accepting Feasibility Report Supplement and Ordering Improvement Hearing	Tuesday, April 19	City Council Meeting
Mailed Notice for Improvement Hearing	Thursday, April 21	One notice at least 10 days prior to hearing
First Published Notice for Improvement Hearing	Friday, April 22	Twice in local newspaper, one week apart, last notice must be at least three days prior to hearing.
Public Information Meeting	Week of April 25	
Second Published Notice for Improvement Hearing	Friday, April 29	
Improvement Hearing	Thursday, May 5	
Resolution Ordering Project and Preparation of Final Plans and Specifications	Tuesday, May 17	City Council Meeting
Review Plans and Specifications	Wednesday, June 1	Utilities Commission Mtg
Resolution Approving Plans and Authorizing Advertisement for Bid	Tuesday, June 7	City Council Meeting
Resolution Ordering Assessment Hearing	Tuesday, June 7	City Council Meeting
Bid Publication	Friday, June 10	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, July 5	By default bid remains subject to acceptance for 60 days after the Bid opening.
Bid review with Utilities Commission	Wednesday, July 6	Utilities Commission Mtg
Mailed Notice for Assessment Hearing	Thursday, June 16	One notice at least two weeks prior to hearing
Published Notice for Assessment Hearing	Friday, June 17	Once in local newspaper at least two weeks prior to hearing.



Assessment Hearing	Thursday, July 7	
Resolution Adopting Assessment Rolls	Tuesday, July 19	City Council Meeting
Award Contract (contingent on no objections to sp assessments)	Tuesday, July 19	City Council Meeting
Notice of Award	Wednesday, July 20	Contractor has 15 days to execute contract documents
End of Assessment Appeal Period	Thursday, August 18	Appeals to district court must be made within 30 days after adoption of the assessment roll.
Begin Construction	August	6 week construction period to be allowed
Complete Construction	October	

This project has been delayed approximately four (4) weeks due to considering the possible relocation of the storm sewers on the Mill's site. To maintain 2016 project construction, we are proposing the Utilities Commission forego their review of the Supplement to the Feasibility Report which would normally occur at their next meeting, May 4th; or, schedule a special Utilities Commission meeting between Thursday, April 14th and Monday, April 18th for this review.



City of Baxter, MN

Golf Course Drive Storm Sewer

Preliminary For Review - Existing Conditions Model

March, 2016

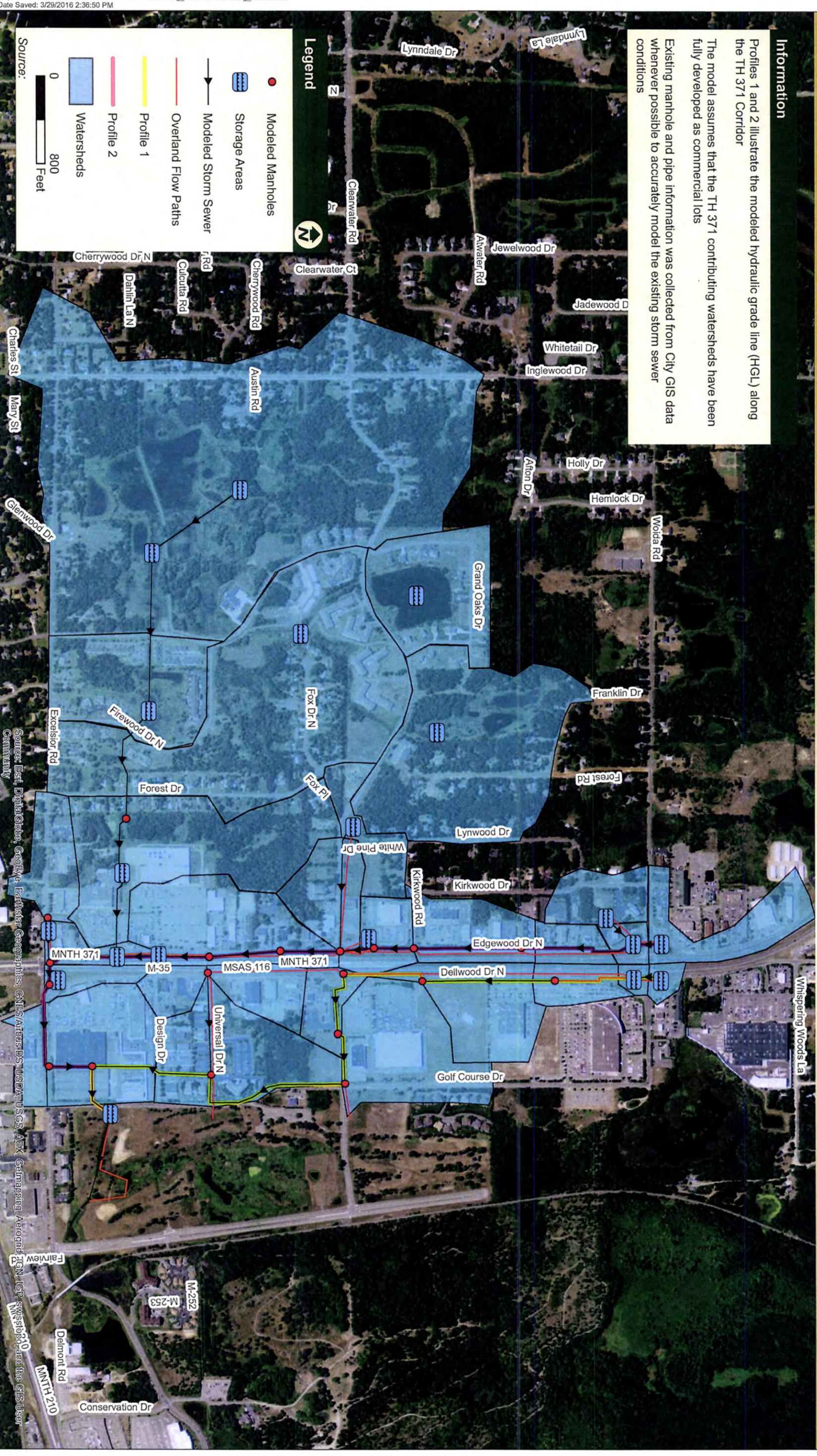


Information

Profiles 1 and 2 illustrate the modeled hydraulic grade line (HGL) along the TH 371 Corridor

The model assumes that the TH 371 contributing watersheds have been fully developed as commercial lots

Existing manhole and pipe information was collected from City GIS data whenever possible to accurately model the existing storm sewer conditions





Golf Course Drive Storm Sewer

City of Baxter, MN



Preliminary For Review - Option 1

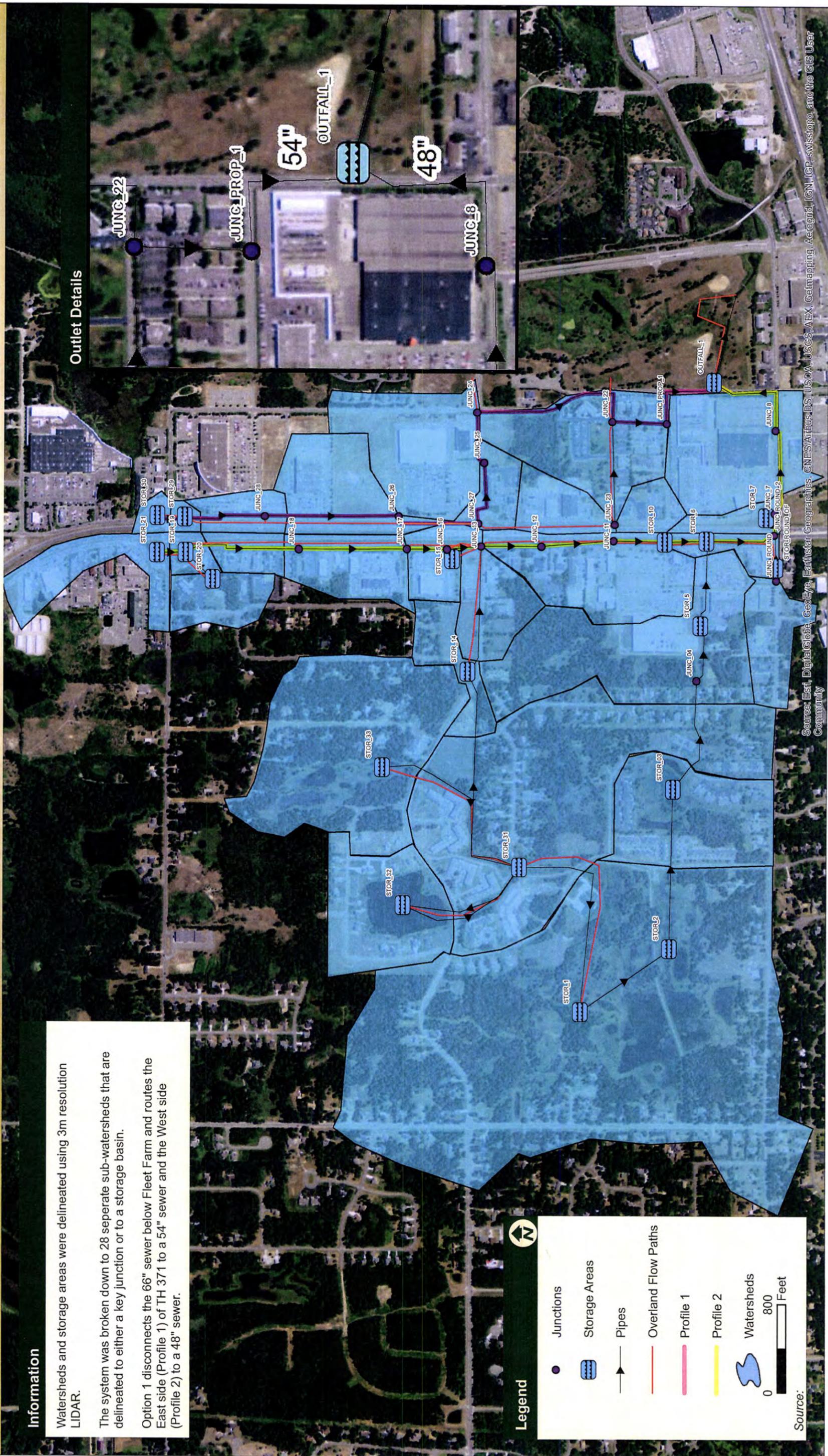
March, 2016

Information

Watersheds and storage areas were delineated using 3m resolution LIDAR.

The system was broken down to 28 separate sub-watersheds that are delineated to either a key junction or to a storage basin.

Option 1 disconnects the 66" sewer below Fleet Farm and routes the East side (Profile 1) of TH 371 to a 54" sewer and the West side (Profile 2) to a 48" sewer.



Legend

- Junctions
- Storage Areas
- Pipes
- Overland Flow Paths
- Profile 1
- Profile 2
- Watersheds



Source:

Map Document: H:\BAXT\B1111354\GIS\Option_1_Map.mxd
Date Saved: 3/29/2016 1:30:21 PM
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, IGN, IGP, swisstopo, and the GIS User Community



Golf Course Drive Storm Sewer

City of Baxter, MN

Preliminary for Review - Option 2

March, 2016



Information

Watersheds and storage areas were delineated using 3m resolution LIDAR.

The system was broken down to 28 separate sub-watersheds that are delineated to either a key junction or to a storage basin.

Option 2 disconnects the 66" sewer below Fleet Farm and routes the East side (Profile 1) of TH 371 to a 54" sewer starting at the intersection of Universal Dr. and Gold Course Dr. The West side of TH 371 is routed as described in Option 1.

Outlet Details



Legend

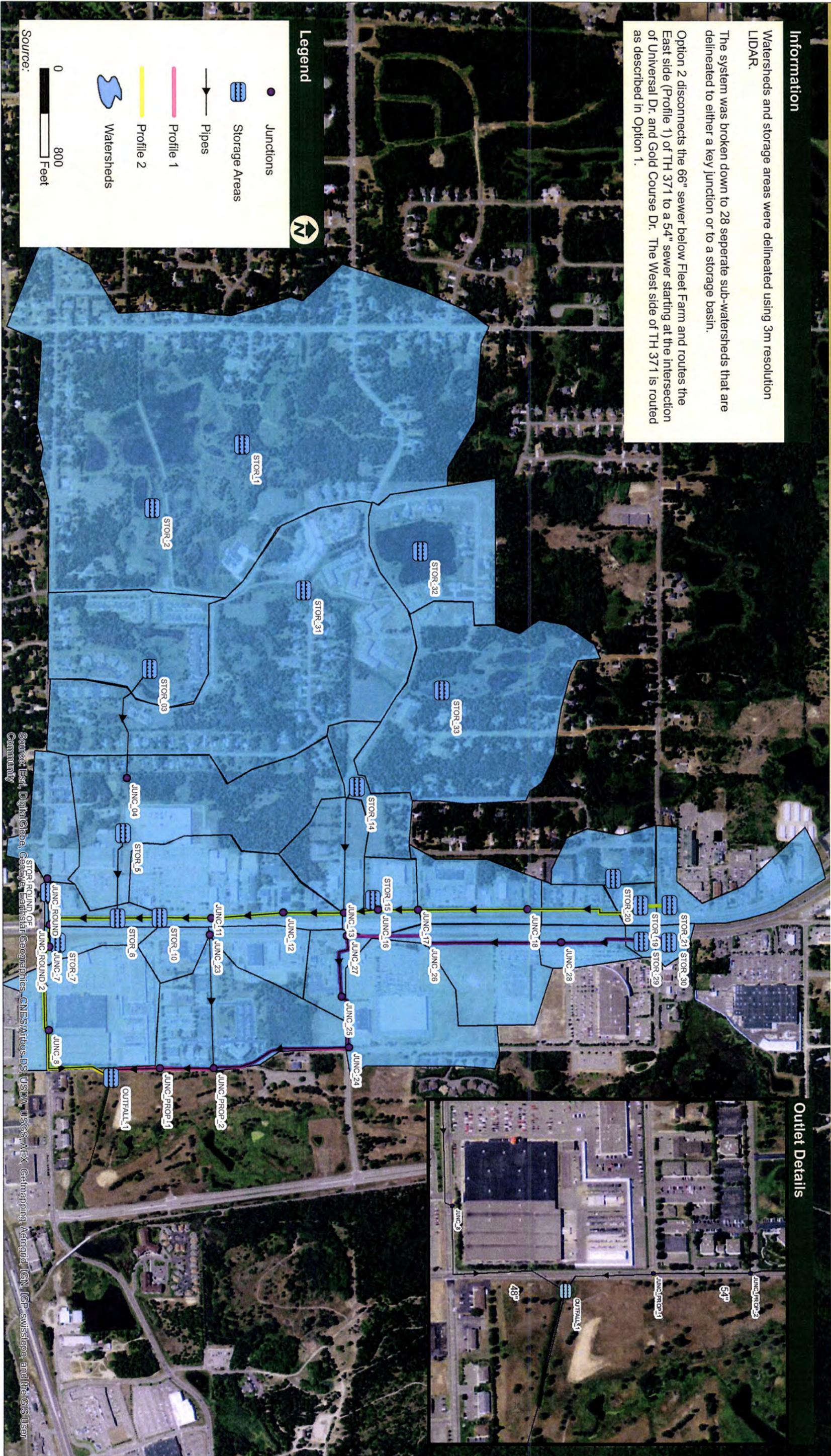
- Junctions
- Storage Areas
- Pipes
- Profile 1
- Profile 2
- Watersheds



0 800 Feet

Source:

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community





March 30, 2016

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

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

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

**RE: Agreement for Professional Engineering Services
Inglewood Drive Railway Crossing and Foley Road Improvements
Feasibility Study Update
Baxter, MN**

Dear Mayor and City Council:

In response to staff request, we are pleased to submit a proposal to update and prepare a feasibility study for the Foley Road and Inglewood Drive railway crossing improvements. We are familiar with the project area and have assisted the City with the following previously completed work directly related to the proposed project.

- Design and construction observation/administration of existing sanitary sewer and water distribution system improvements adjacent to the project area.
- Foley Road Area Improvements Feasibility Report (Five Year Utility and Roadway Improvements Feasibility Report), November 2000
- Foley Road Area Improvements Improvement Hearing, October 4, 2001
- Preliminary Inglewood Drive Railway Crossing conceptual layouts and preliminary cost estimates
- Inglewood Drive Railway Crossing Surface Transportation Program funding application, December 2015

Based on our previous experience and discussions with City staff, we understand the project is scheduled for construction in 2021 and will consist of the following improvements:

- Inglewood Drive – TH 210 to Foley Road
 - TH 210 Intersection and signal improvements.
 - Urban roadway extension from TH 210 to Foley Road.
 - Separated bituminous trail improvements.
 - Railway crossing meeting silent crossing requirements.
 - Right-of-way acquisition from BNSF.
- Foley Road – CSAH 48 to Forthun Road
 - Sanitary sewer extension along Foley Road from 630' west of Inglewood Drive to Animal Care Center.
 - Water distribution improvements along Foley Road from 630' west of Inglewood Drive to Forthun Road.
 - Inglewood Drive intersection and turn lane improvements.

- Roadway realignment at Inglewood Drive intersection.
- Roadway realignment at Knollwood Drive intersection.
- Urban roadway and bituminous trail reconstruction.
- Full depth reclamation improvements on remainder of Foley Road from CSAH 48 to Forthun Road (scheduled as part of Pavement Management Plan)

- Knollwood Drive – TH 210 to Foley Road
 - TH 210 intersection closure and signal removal
 - Removal of Knollwood Drive from TH 210 to Foley Road
 - Railway crossing removal

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

Our proposed scope of services is as follows:

Feasibility Study

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

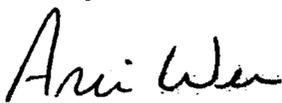
- Research of existing documents and studies.
- Preparation of preliminary study exhibits.
- Preparation of preliminary property acquisition exhibit.
- Estimated preliminary quantities.
- Preparation of preliminary cost estimates and assessment calculations.
- Preparation of draft feasibility study that includes a review of existing conditions, proposed improvements, estimated project costs, project implementation and discussion of conclusions and recommendations.
- Review preliminary study with City staff and Council.
- Prepare final study based on City review comments.

WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the Not to Exceed amount of \$9,750. 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.

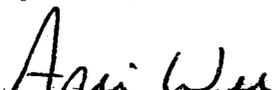
We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

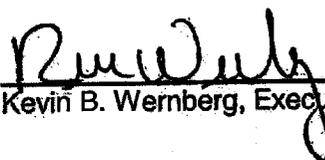
Sincerely,


Aric Welch, P.E.



Proposed by Widseth Smith Notting


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

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

Reproduction Costs	RATE
Black & White Copies: 8 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.



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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

March 30, 2016



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

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: Lift Station No. 8 Reconstruction
Engineer's Letter of Bid Review and Recommendation
WSN No. 0102B0375.000

Dear Mr. Walter:

Pursuant to authority of the City Council and after proper legal advertisement, bids for the above referenced project were obtained at 11:00 AM, in the Baxter City Hall on Thursday, March 24, 2016.

The following bids were received and read publicly:

DeChantal Excavating, LLC	\$76,941.00
Anderson Brothers Construction Company	\$89,812.79
Eagle Construction Co., Inc.	\$89,900.00
Landwehr Construction, Inc.	\$106,574.00
CCS Contracting, Inc.	\$115,000.00

A total of five bids were received. All bids conformed to the plan, specification and advertisement requirements. A copy of the Bid Tabulation is attached for your files.

The low bid is approximately \$12,960 or 15% lower than the second and third low bids. This raised some concern considering this was DeChantal Excavating's first bid on a Baxter lift station reconstruction project. We discussed this concern with Mr. DeChantal and he assured us that he had thoroughly reviewed the plans and specifications and felt that his bid was appropriate and confirmed this we an email dated Friday March 25, 2016 (see attached). Mr. Dechantal also confirmed that all subcontractors on the project have previous experience with Baxter lift station reconstruction projects.

The last three lift station reconstruction projects of similar size and scope had construction costs of \$76,998.08, \$88,000, \$97,500. The apparent low bid of \$76,941.00 appears to reasonable based on previous bid history. The total project cost including construction (\$76,941), Quality Flow equipment procurement contract for the controls, pumps and hatches (\$49,770) and engineering (\$9,150) is \$135,861. The budgeted amount for this work in the current lift station maintenance plan was \$140,000.

We recommend the City proceed as follows:

- Review bids with the Utilities Commission.
- Make a formal construction contract award recommendation to the Council.

If you have any questions, please give me a call

Sincerely,

WIDSETH SMITH NOLTING

Aric Welch, P.E.

Enc.

TABULATION OF BIDS

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

NAME: LIFT STATION NO. 8 RECONSTRUCTION
CLIENT: City of Baxter DATE: March 24, 2016
PROJECT NO: 102B0375.000 TIME: 11:00 a.m.

PHONE 218-829-5117

ITEM DESCRIPTION	ENGINEER'S ESTIMATE	ESTIMATE	Anderson Brothers Construction Company of Brainerd LLC PO Box 668 Brainerd, MN 56401	Eagle Construction Co., Inc. 515 - 9th Avenue NW Little Falls, MN 56345	Landwehr Construction, Inc. P.O. Box 1086 St. Cloud, MN 56302-1086	CCS Contracting, Inc. 2090 Pike Lake Dr. #2 PO Box 120781 New Brighton, MN 55112
Lump Sum Bid		\$76,941.00	\$89,812.79	\$89,900.00	\$106,574.00	\$115,000.00

I hereby certify that this tabulation is a true and correct copy of the bids for the Lift Station No. 8 Reconstruction.

Aric Welch
Aric Welch

41983 Thursday, March 24, 2016
Reg No. Date

Aric Welch

From: Al DeChantal <adechantal@gmail.com>
Sent: Friday, March 25, 2016 11:10 AM
To: Aric Welch
Subject: Baxter Lift Station #8

Aric

We are ok with our bid for \$76,941.00 for the Baxter Lift Station #8 project.

--
Al DeChantal
DeChantal Excavating, LLC
218-828-4636



MEMO

Date: March 31, 2016
To: **Baxter Utilities Commission**
From: Aric Welch
Cc: Trevor Walter
Project Name: North Inglewood Area Utility Improvements
Project No.: 0102B0379.000
Subject: **Feasibility Study Update**

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

Please note the attached feasibility report and cost estimate is a draft copy intended for review of the proposed sanitary sewer and water layouts only. The report does not contain any information on project implementation, assessment calculations or conclusions/recommendations. The remainder of the report will be completed after the preliminary layouts have been reviewed by City staff and the Utilities Commission.

If additional information becomes available, we will present an updated report at next week's meeting.



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

218.829.5117 ☎
218.829.2517 ☎
Brainerd@wsn.us.com ✉

WidsethSmithNolting.com

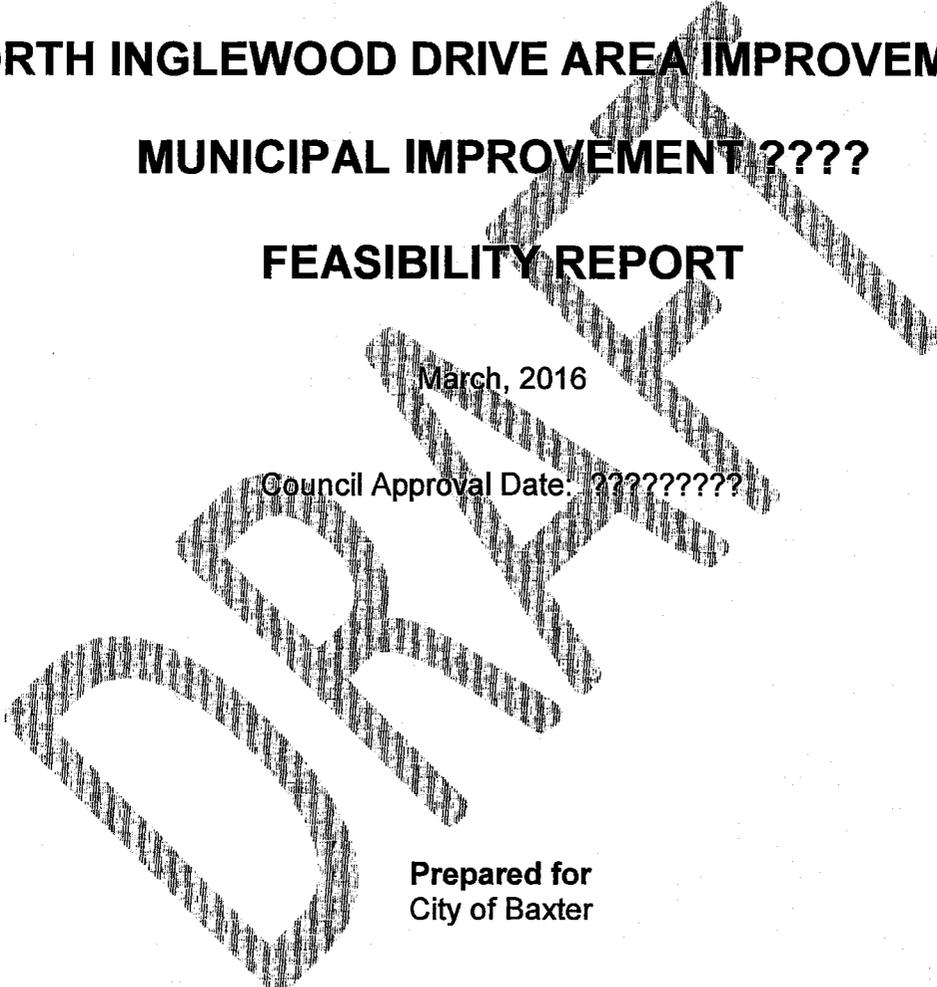
NORTH INGLEWOOD DRIVE AREA IMPROVEMENTS

MUNICIPAL IMPROVEMENT ????

FEASIBILITY REPORT

March, 2016

Council Approval Date: ??????????



Prepared for
City of Baxter

WSN No. 0102B0382.000

NORTH INGLEWOOD DRIVE AREA IMPROVEMENTS

MUNICIPAL PROJECT NO. ?????

FEASIBILITY REPORT

Prepared for
City of Baxter

WSN No. 0102B0382.000

I hereby certify that this 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.

Aric Welch Professional Engineer	41983 License Number	Date
North Inglewood Drive Area Improvements		CS

**NORTH INGLEWOOD DRIVE AREA IMPROVEMENTS
FEASIBILITY REPORT**

MUNICIPAL PROJECT NO. ?????

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LIST OF EXHIBITS

- Exhibit A Project Location Map
- Exhibit B Existing Conditions
- Exhibit C Proposed Improvements – Option 1
- Exhibit D Proposed Improvements – Option 2

APPENDICES

- Preliminary Estimate of Costs
- Estimated Assessment Layout

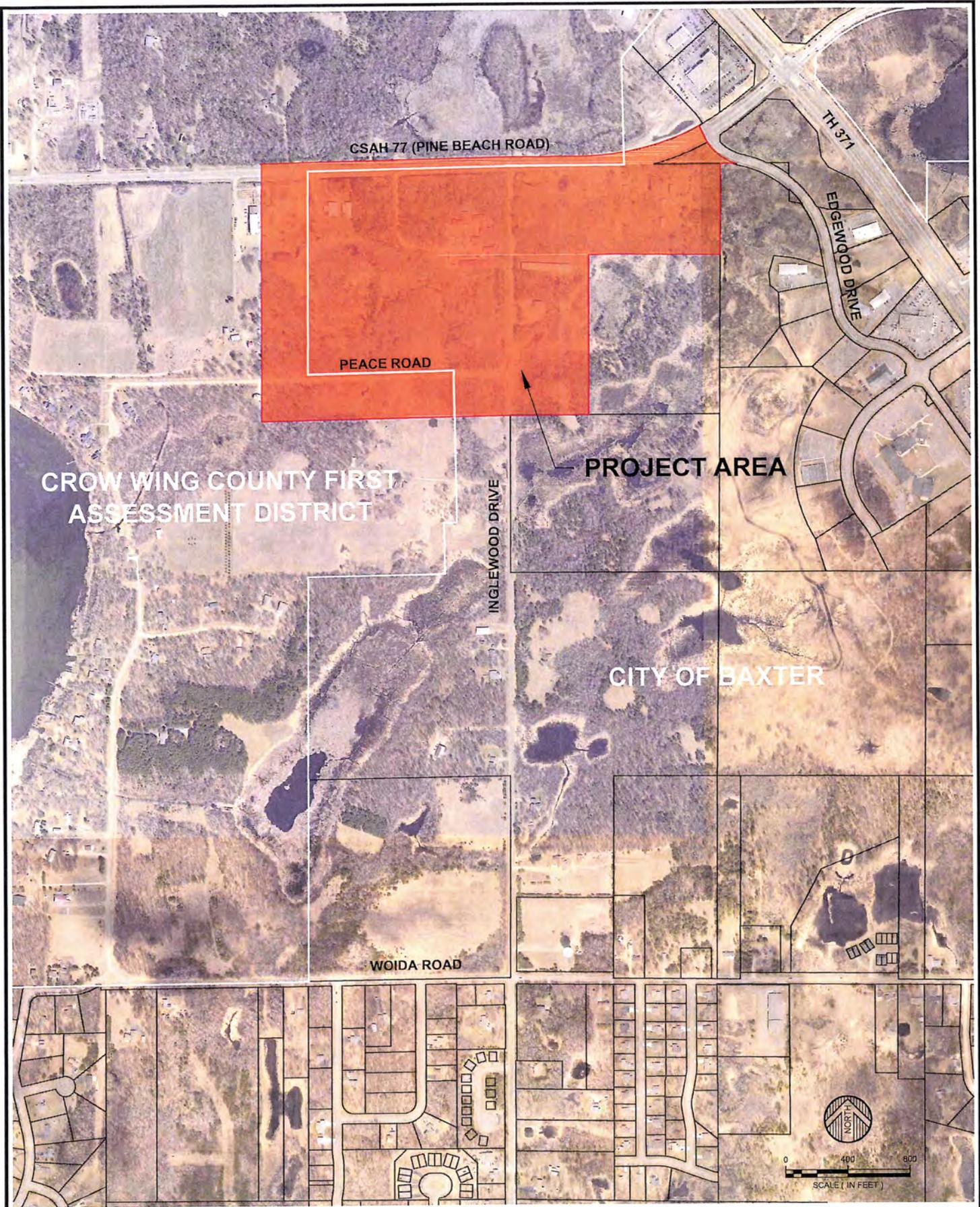
STATEMENT OF PURPOSE

The purpose of this report is to review the feasibility of extending municipal sanitary sewer collection and water distribution improvements to properties on either side of Inglewood Drive area from Peace Road and to CSAH 77 (Pine Beach Road). The parcels along both sides of Inglewood Drive were recently annexed into the City of Baxter, and are not currently zoned.

The study was requested in response to potential development being considered in the area and to assist the City in determining appropriate land uses and zoning in the project area.

This report will review existing conditions, propose feasible improvements, estimate project costs, discuss project implementation and present conclusions and recommendations for the project area.

The project area is shown as Exhibit "A".



WIDSETH SMITH NOLTING
 Engineering | Architecture | Surveying | Environmental

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

DATE	REV	REVISION DESCRIPTION	BY

DATE:	MAR 2016	NORTH INGLEWOOD DRIVE AREA UTILITY IMPROVEMENTS	SHEET NO.
SCALE:	AS SHOWN	CITY OF BAXTER	A
DRAWN BY:	ALW	BAXTER, MINNESOTA	
CHECKED BY:	ALW		
JOB NUMBER:	010280382.000	EXHIBIT A - PROJECT AREA	SHEET OF

EXISTING CONDITIONS

The project area includes properties on either side of Inglewood Drive from Peace Road to CSAH 77 (Pine Beach Road).

Zoning and Development

Much of the property in the project area was recently annexed into the city and is currently not zoned. Only one parcel on the east side of Inglewood Drive, approximately half way between Woida Road and CSAH 77, is currently zoned Medium Density Residential (R-2). The north end of the project area is currently commercially developed on both sides of Inglewood Drive with the remaining areas being comprised of a mixture of single family residential parcels, undeveloped property and low lying undevelopable property.

Existing Roadways

Inglewood Drive was reconstructed in 2015 as part of a joint project between Crow Wing County and the City of Baxter. The roadway is currently a 36' wide rural roadway with drainage swales located on either side of the roadway corridor. The Inglewood Drive roadway and surface drainage are in excellent condition. Peace Road is an existing 22' wide gravel surfaced roadway with swales on either side to handle surface runoff. No problems are known regarding the gravel surfacing or drainage on Peace Road.

Existing Sanitary Sewer Collection System

The nearest municipal sanitary sewer is currently located east of the project area, where a 10" PVC sanitary sewer stub is extended westerly at the north end of Edgewood Drive, south of CSAH 77. This stub was constructed as part of the "2003 Edgewood Drive Utility Improvements" project and is approximately 9' deep. The only other sanitary sewer service available is located approximately ¾ of a mile south of the project area where a 10" PVC sanitary sewer stub is extended north along Inglewood Drive from the Woida Road intersection. This stub was constructed as part of the "2004 Inglewood Drive and Clearwater Road Improvements" project and is approximately 11' deep. Both collections systems convey sanitary waste in a southerly direction. There are no known problems with the sanitary sewer collection system in the project area.

Existing Water Distribution System

The nearest water distribution piping is located east of the project area, where a 12" PVC water main is located along Edgewood Drive, and is extended to the north side of CSAH 77. This main was constructed as part of the "2003 Edgewood Drive Utility Improvements" project. The only other municipal water service near the project area is located approximately ¾ mile to the south where a 12" PVC water main is extended north along Inglewood Drive from the Woida Road intersection. This main was constructed as part of the "2004 Inglewood Drive and Clearwater Road Improvements" project. There is also 12" PVC watermain piping connecting the elevated water storage tank to Woida Road. This main was constructed as part of the "1997 Woida Road Watermain Improvements" project. There are no known problems with the water distribution piping in the project area.

Exhibit "B" shows the existing conditions in the project area.

PROPOSED IMPROVEMENTS

Proposed improvements include extending municipal sanitary sewer collection and water distribution piping to the project area. With the recent roadway improvements to Inglewood Drive, utility routes were identified that minimized disruption to the new roadway surface. Four options were considered as discussed below.

Option 1 – Connection to Edgewood Drive

The first option reviewed was connecting to the existing 10" PVC stub at the north end of Edgewood Drive and extending 10" gravity PVC sanitary sewer main piping westerly approximately 700' along the south side of CSAH 77. The depth of the piping at the westerly termination was approximately 6.6 feet deep and insulation would be required at the west end of the extension. From this point no further extension either westerly or southerly was feasible due to the low lying property and loss of ground cover to provide frost protection. Manholes are proposed at a maximum spacing of 400' with six-inch services proposed to all potentially developable lots to allow for future commercial development. All services are proposed to be stubbed to the right-of-way of easement lines.

Twelve inch watermain is proposed to be extended along the same route and adjacent to the sanitary sewer mains being proposed. Hydrants would be located at approximate 600' intervals. 1 ½" services are proposed to all potentially developable lots in the project area to allow for future commercial development. All proposed services will be extended to the right-of-way line or easement line.

This option does not provide service to the entire project area, but could be utilized to service property in the southeast quadrant of the Inglewood Drive / CSAH 77 intersection. Service could be provided to this property if considerable fill was placed to provide frost protection or a private pressure system was utilized.

Exhibit "C" shows the proposed Option 1 improvements.

SHEET NO. #####
 OF #####

NORTH INGLEWOOD DRIVE AREA UTILITY IMPROVEMENTS
 CITY OF BAXTER
 BAXTER, MINNESOTA
 EXHIBIT C - EDGEWOOD DR. SANITARY SEWER EXTENSION

DATE: MAR 2016
 SCALE: AS SHOWN
 DRAWN BY: A.L.W.
 CHECKED BY: A.L.W.
 JOB NUMBER: 0102B0382.000

REV#	DATE	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 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 A.V.C. WELCH
 DATE: _____
 LIC. NO. 41983

WIDSETH SMITH NOLTING
 Engineering | Architecture | Surveying | Environmental




Option 2 – Construct Lift Station

The second option reviewed included the same 10" sanitary sewer and 12" water main extension from Edgewood Drive as discussed in Option 1, but included a lift station to provide service to the remainder of the project area and provide service to future development in the surrounding areas. For purposes of this report a duplex lift station is proposed on the north side of Peace Road approximately 1,300' west of Inglewood Drive. The lift station would discharge in a northerly and easterly direction to the 10" gravity extension being proposed from Edgewood Drive.

From the lift station, 8" PVC collection piping is proposed in an easterly direction along Peace Road to the west side of Inglewood Drive. From that point, 8" PVC main is extended northerly and easterly along the edges of Inglewood Drive to the north end of the project area. One open cut crossing of Inglewood Drive is proposed to avoid low lying areas along the roadway corridor. An 8" PVC gravity main is also proposed to be extended northerly from the lift station along the west property line to the south side of CSAH 77. From that point 8" PVC would be extended easterly along the south side of CSAH 77 to a point near the Inglewood Drive intersection.

Depths of the proposed piping vary from 23' deep at the lift station to 10' below existing surface grade. Manholes are proposed at a maximum spacing of 400' with four-inch services proposed to each residentially developed and potentially developable lot. Six-inch services are proposed at each commercially developed and potentially developable lot. All services are proposed to be stubbed to the right-of-way of easement lines.

Water mains are proposed to be extended along the same route and adjacent to the sanitary sewer mains being proposed. Twelve-inch main would be extended along the south side of CSAH 77 to the west end of the proposed improvements. All remaining water main is proposed to be 8" PVC located in the same locations and adjacent to the proposed sanitary sewer mains. Hydrants would be located at a maximum of 600' intervals One-inch services are proposed to each residential developed and potentially developable lot in the project area with 1 ½" services provided to each commercially developed and potentially developable lot in the project area. All proposed services will be extended to the right-of-way line or easement line.

Peace Road is proposed to be removed to allow for utility construction and replaced to a 26' wide bituminous surfaced roadway with drainage swales on both side to handle surface runoff.

The majority of the proposed municipal utility mains are proposed to be constructed within utility easements located adjacent to existing roadway corridors or existing lot lines. These easements need to be obtained from the private property owners. Obtaining private easements was proposed to minimize interference with existing roadways and interference with existing private utilities (telephone, fiber-optic, electric) located in ditches along the roadway corridors.

Exhibit "D" shows the proposed Option 2 improvements.

Option 3 – Connection to Woida Road

The third option considered was connecting to the existing 10" PVC main at the Woida Road intersection and extending mains northerly along Inglewood Drive to the project area. It was noted that this main could only be extended approximately 100' north of Woida Road prior to running out of cover. Due to the significant distance from the project area, and limited amount of cover, this option was abandoned and dropped from further consideration.

Option 4 – Do Nothing

The do nothing options was considered but was dropped from further consideration since it does not provide service to the project area and allow for future development.

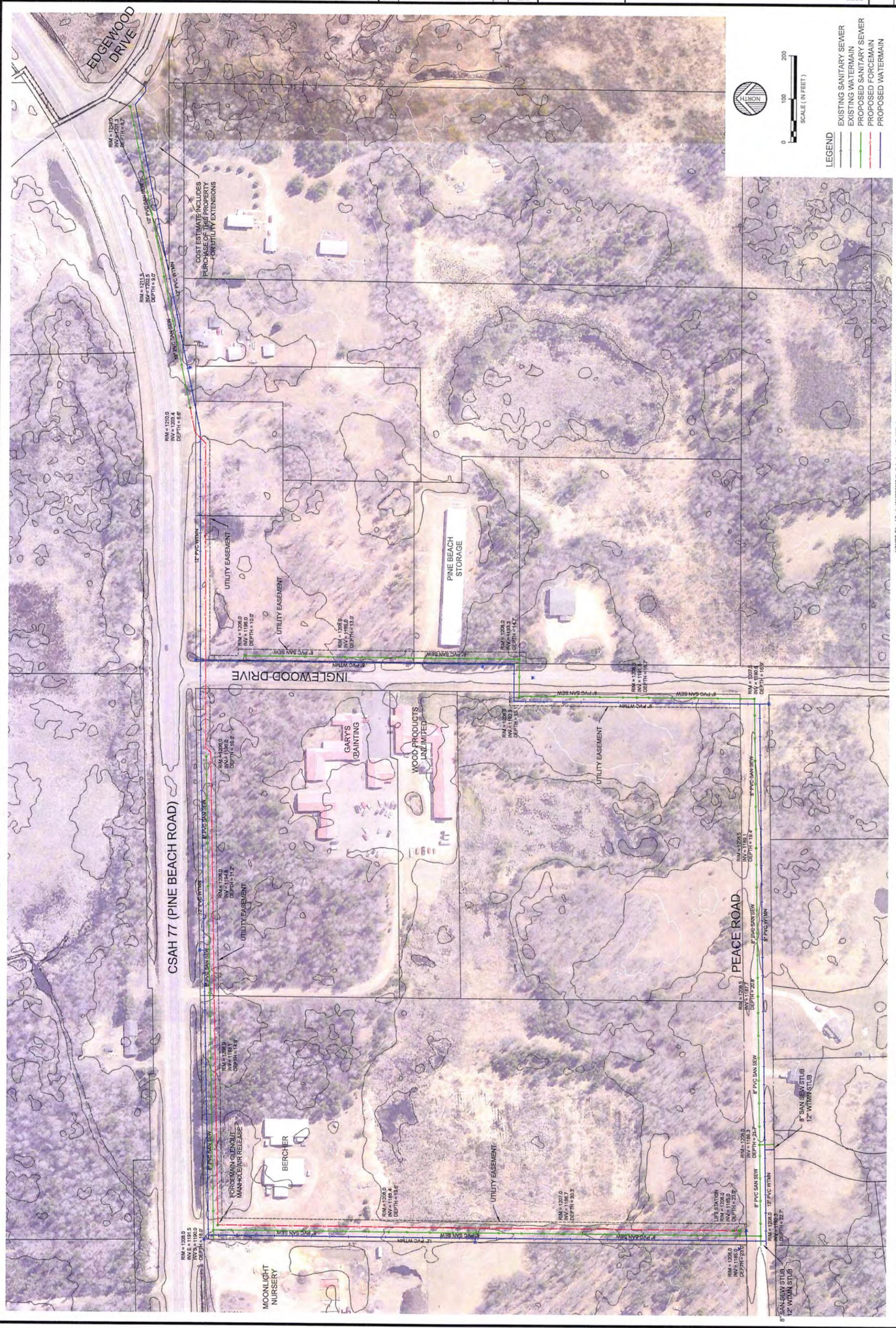


LIBRARY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

DATE	REVISION DESCRIPTION	BY

DATE	SCALE	DRAWN BY	CHECKED BY

JOB NUMBER	SHEET NO.	SHEET TOTAL



- LEGEND**
- EXISTING SANITARY SEWER
 - EXISTING WATERMAIN
 - PROPOSED SANITARY SEWER
 - PROPOSED FORCEMAIN
 - PROPOSED WATERMAIN

ESTIMATED PROJECT COSTS

The estimated costs for proposed improvements in the study area are as follows:

Option 1 – Edgewood Drive Extension

Water Improvements:	\$182,230
Sanitary Sewer Improvements:	\$97,760
Total Option 1:	\$279,990

Option 2– Service Entire Project Area

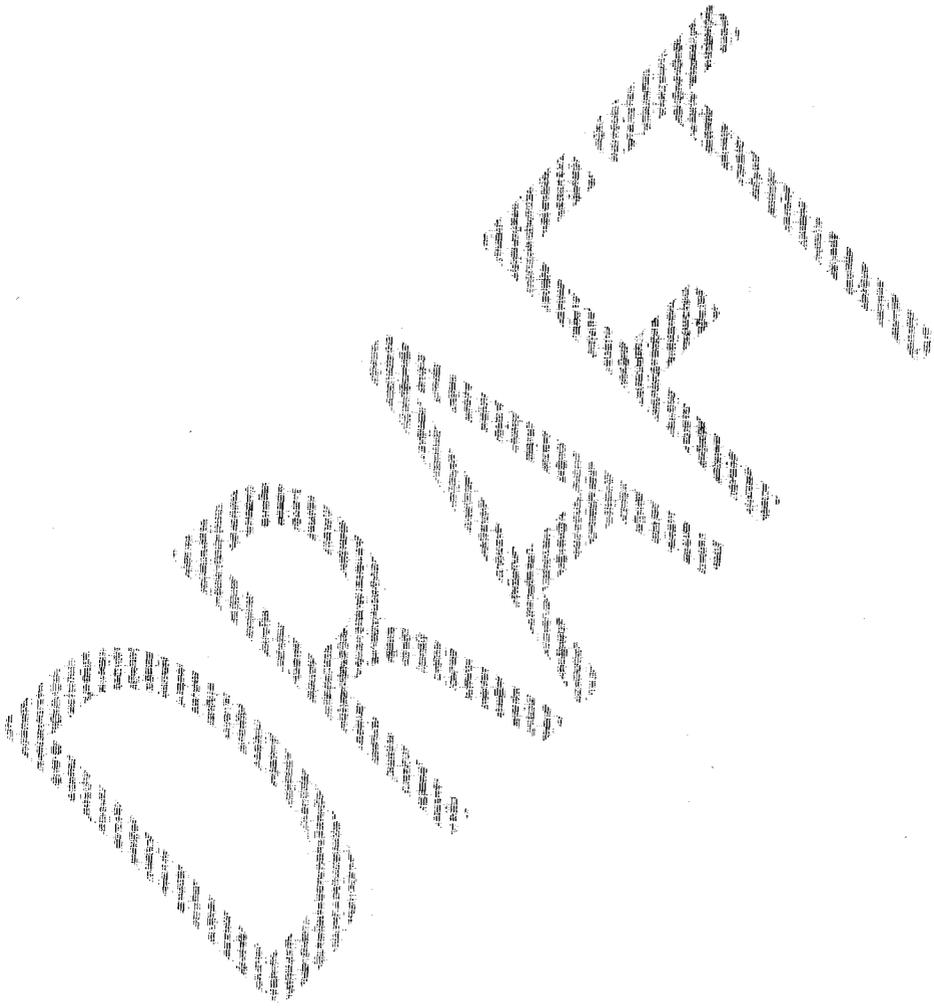
Water Improvements:	\$733,370
Sanitary Sewer Improvements:	\$946,550
Roadway Improvements:	\$151,220
Total Option 2:	\$1,831,140

Detailed breakdowns of the estimates are provided in the Appendix. Costs estimated above include construction costs, 10% contingencies, property acquisition costs, and 20% engineering / administration / legal fees.

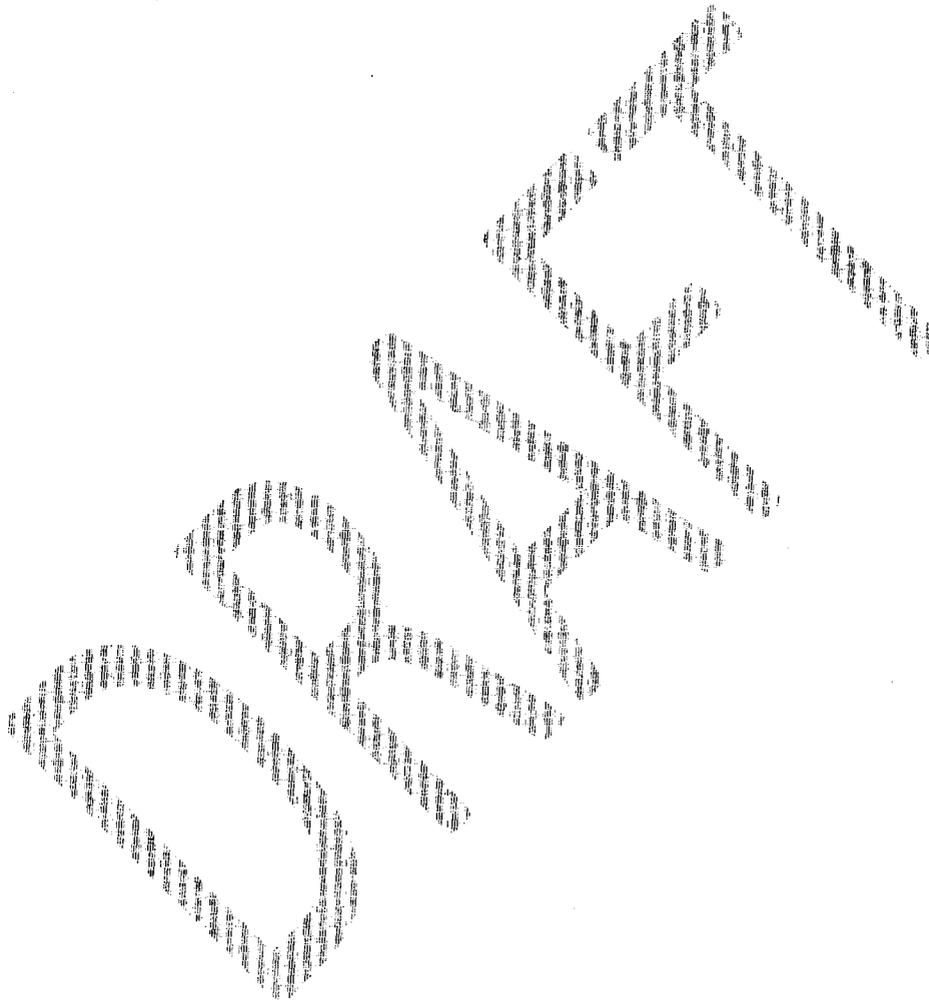
The costs estimated herein are today's costs and intended to convey a general and approximate picture of the costs that would probably be incurred today in carrying out the proposed work. Costs can vary widely depending upon many factors such as weather, economic conditions, size of project, and the workload of available contractors. Dewatering costs, in particular, are extremely difficult to estimate since they are solely dependent on the availability of dewatering contractors and the ability to find an outlet for the ground water near the project site.

Please note, costs presented in this report are spring 2016 costs and will need to be updated prior to any future public hearings or presentations. Actual costs can only be determined by bidding the project.

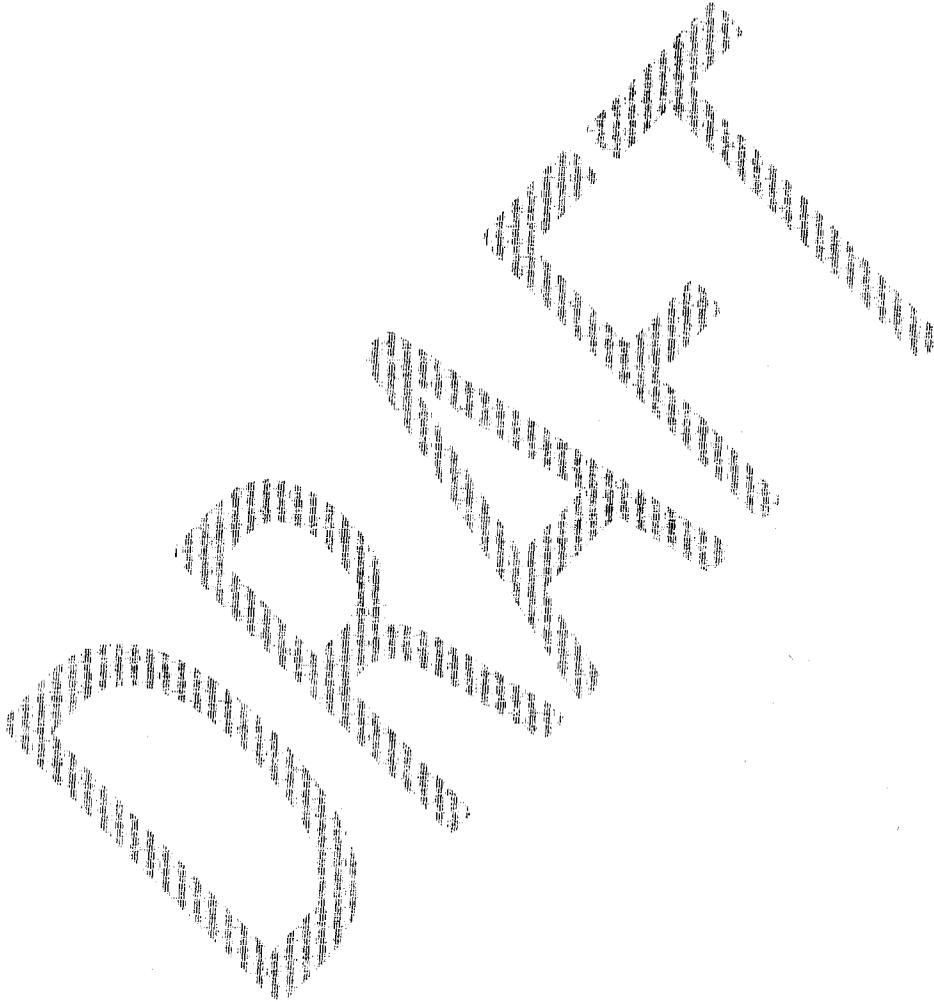
PROJECT IMPLEMENTATION



CONCLUSIONS AND RECOMMENDATIONS



APPENDIX





MEMO

Date: March 30, 2016
To: **Baxter Utilities Commission**
From: Aric Welch
Cc: Trevor Walter
Project Name: Dellwood, Novotny, Inglewood and Independence Improvements
Project No.: 0102B0274.000
Subject: **Project Update**

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

Work Completed Since Last Update

The Contractor was able to locate the leak in the directional drilled watermain between Hill Top Trailer Sales and Holiday Inn & Suites. The leak was caused by a 3" gash in the pipe located in the wetland south of Audubon Way. WSN worked with the Army Corps of Engineers and Crow Wing Count to secure a permit to dig in the wetland and repair the pipe. The repair was completed on Tuesday March 3, 2016 and the pipe has since passed the pressure and bacteria testing.

Project Schedule

The Contractor will begin cleanup work on the project starting in early April. A schedule for the remaining paving work on Dellwood Drive and Novotny Road has not been provided.

Completion Dates

Per Change Order No. 2 Agreement, work will on Dellwood Drive and Novotny Road will be suspended for the winter as long as the conditions in the agreement have been satisfied. Work will commence in the spring with the revised substantial completion date of May 26, 2016 and final completion date of June 9, 2016.

Easements

Dellwood Drive and Novotny Road right-of-way: Two roadway easement remains to be signed on Dellwood Drive (Tanner and Wicklund). We are preparing documents to vacate a portion of the unused Dellwood Drive right-of-way for Tanner.

Audubon Way watermain extension: Hilltop Trailer Sales easement is still be held up by the bank financing the property.

Engineering

The City should be aware that changes described in previous project updates has resulted in additional engineering design and construction observation costs. We are in the process of preparing an engineering agreement amendment to address these additional costs to be presented to the Utilities Commission and Council in May. In the meantime, we will continue to work under on construction observation and administration services covered under our existing "Not to Exceed" contract.

Mary Haugen

Subject: FW: Audubon Pipe Repair
Attachments: P3080001.JPG; P3080007.JPG; IMG_20160308_110055180_HDR.JPG

From: Aric Welch [<mailto:Aric.Welch@wsn.us.com>]
Sent: Tuesday, March 08, 2016 2:14 PM
To: Trevor Walter; Kevin Cassady
Cc: Brian Winskowski
Subject: Audubon Pipe Repair

The watermain repair is complete. Here are pictures of the pipe they took out and the repair. The location is marked with a 2"x4" and will shot it for the record drawings.

They set up dewatering today at the north and south tie in locations and plan on completing the tie ins tomorrow. If everything goes good, they may be ready to charge the line on Friday.

Aric

Aric Welch, PE
Civil Engineer, VP
218-316-3645 | Direct
218-820-7516 | Cell

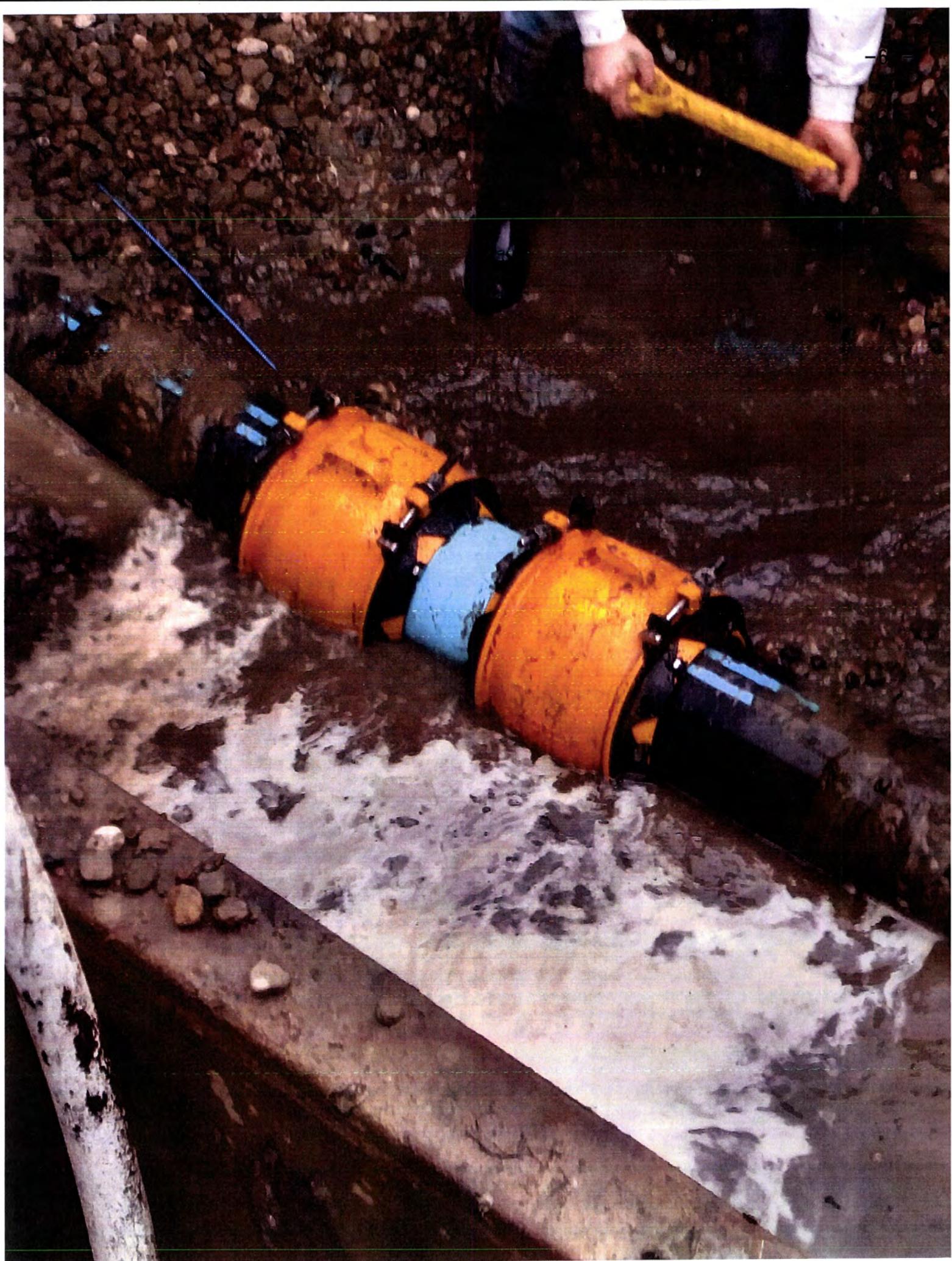


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Brainerd@wsn.us.com
WidsethSmithNolting.com

March 30, 2016

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

**RE: Agreement for Professional Engineering Services
Excelsior Road, Fairview Road and Edgewood Drive Feasibility Study Amendment
Baxter, MN**

Dear Mayor and City Council:

We are currently under contract with the City of Baxter for preliminary engineering services related to improvements to Excelsior Road, Fairview Road and Edgewood Drive. Our existing agreement for the "Not To Exceed" amount of \$16,700 is based on the original agreement for \$12,500 approved December 15, 2015 and an amendment for \$4,200 approved on February 2, 2016.

At our meeting with City staff on Tuesday March 22, 2016 we identified additional study tasks to aid the City through the decision making process and development of the feasibility report. A description of the additional tasks and associated costs are as follows:

Task 1

Complete a traffic analysis assuming the Fruth property were to develop with a private access on Excelsior Road. The traffic study will determine the extent of development, if any, that could reasonable be allowed before the recommended roundabout would be required. WSB will complete the traffic analysis and WSN will prepare an exhibit showing the potential access and required improvements to Excelsior Road. The estimated cost for this task is \$2,500. It is assumed the developer of the Fruth property would be responsible for all costs associated with this option so we are not proposing to analyze the cost. However, a cost estimate could be developed for another \$700, if requested.

Task 2

Move the roundabout as far south and east as possible within the constraints of the surrounding developments (mainly Frandsen Bank & Trust). This will require a complete geometric revision of the roundabout and approaching legs. The layout will show the roundabout as a three legged intersection with the north leg (Edgewood Drive) shaded out and shown as a future improvement. We will also show the roadway improvements west of the roundabout as future. The intent of this layout will be to show the minimum improvements necessary to accommodate the recommended roundabout intersection. The cost estimate and associated assessments will also be updated so the option can be analyzed by City staff. WSB will revise the geometric layouts and WSN will update the exhibit, costs and assessment calculations. The total estimate cost for this task is \$3,500.

Task 3

A stormwater analysis of the proposed improvements is necessary to provide information for the Bolton Menk Golf Course Drive stormwater capacity analysis and to address concerns to adjacent developments. Work associated with this task would include adding additional detail to the drawings (existing ground contours derived from LiDAR and Section 6 Stormwater outlet information), delineation of the existing

Excelsior Road, Fairview Road and Edgewood Drive Improvements Feasibility Study Amendment
March 30, 2016
Page 2

drainage areas, modification of the proposed storm sewer system to divert stormwater away from the wetland located between Brenny and Cub, and post development runoff calculations. The total estimated cost for this task is \$1,500.

WSN proposes to perform the additional services described above on an hourly basis in accordance with the attached fee schedule for the "Not To Exceed" amount of \$7,500. The total agreement will then be increased to a "Not To Exceed" amount of \$24,200.

With our current workload, we anticipate the additional work will take approximately two weeks to complete after receiving the notice to proceed.

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

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

Sincerely,

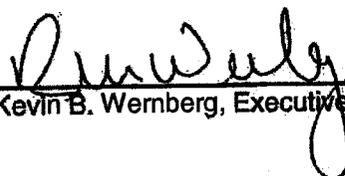


Aric Welch, P.E.

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

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

Reproduction Costs	RATE
Black & White Copies: 8 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.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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

DEVELOPMENT AGREEMENT FOR RIVERWOOD BANK, INC.

THIS AGREEMENT, made this ____ day of _____, 2016, by Riverwood Bank, Inc. a Minnesota Corporation, party of the first part, hereinafter referred to as "Developer", and City of Baxter, party of the second part, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, The Developer is the owner of LOT 2, BLOCK ONE, TARGET ADDITION TO BAXTER, in the City of Baxter, Crow Wing County, Minnesota according to the plat thereof on file with the Crow Wing County Recorder, a copy of which is attached hereto as **Attachment A**; and

WHEREAS, the proposed Development includes the construction and installation of municipal water lines, private drainage controls, private 5-year storm water design, private bituminous surfaced parking lot, and other private improvements (hereinafter referred to as "Improvements") hereinafter described; and

WHEREAS, the Developer will construct the Improvements pursuant to the terms of this Agreement and as described in Sheets _____ (___ sheets total), Construction Plans and Specifications for Sanitary Sewer, Water, Storm Sewer, Grading, Drainage, and Erosion Control plan for Riverwood Bank, Inc. Retail Building (**See Attachment B**) dated _____, 2016 and prepared by _____, P.E of _____; and sheet _____ (___ sheet total) for landscaping and lighting plan for Riverwood Bank, Inc. Retail Building (**See Attachment C**) prepared by _____ of _____ dated _____, 2016; and

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

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

WHEREAS, the Developer will construct all proposed "Improvements" pursuant to the terms of this Agreement and pay for all related costs, including any costs incurred or to be incurred by the City for engineering, legal and administrative services related to the Privately Installed Improvements; and

WHEREAS, the Developer shall provide a Performance Bond in the amount of \$_____ (125% of the Construction Contract Amount of the "Municipal Portion") as detailed on **Attachment M** for the Improvements. No interest shall accrue on said deposit.

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

1. The City shall accept the dedication of said water line as long as all conditions in this agreement are met by the Developer.
2. All material and construction shall conform to the City of Baxter standard specifications. When conflicts arise between the City specs, general notes and Developer specs, the more stringent shall take precedence.
3. The Developer shall construct said Utilities in accordance with city specifications as detailed in **Attachment D** Sanitary Sewer Standard Construction Drawings, **Attachment E** Sanitary Sewer Specifications, **Attachment F** Watermain Standard Construction Drawings, and **Attachment G** Watermain Specifications.
4. The Developer shall restore the Dellwood Drive and Clearwater Road right-of-ways in accordance with city specifications as detailed in **Attachment H** Right-of-Way Restoration.
5. The Developer shall reimburse the City for GIS Incorporation costs related to said "Improvements" into the "City" GIS system. The City shall charge at an hourly rate of \$58.00. (The City will charge in one hour increments) The City's estimate for the total cost of these charges is \$_____ and is attached hereto as **Attachment I**.
6. The Developer shall reimburse the City for all inspection costs related to said "Improvements" ensuring that they are constructed to "City" specifications. The City shall inspect full time at an hourly rate of \$50.00. (The City will charge in one hour increments) The City's estimate for the total cost of these charges is \$_____ and is attached hereto as **Attachment J**.
7. The Developer shall complete as-built drawings and submit them in electronic format in ".dwg file form" at the Developer's expense. As-built plans shall include a complete set of plans depicting what was actually built. Plans shall include all valves, hydrants, curb stops, sewer manholes, sewer clean-outs, and sewer service ends with County Coordinates on each item. Further plans shall include all storm sewer manhole, inverts, overflows, outflows, catch basins, and storm water ponds with elevations and County Coordinates on each item. Entire parcel showing 1-foot contours, percentage of pervious, impervious, Class 5 surfaces and Bench Marks and control points within two months of substantial completion of the Utilities.

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

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

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

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

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

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

9. The City shall accept the dedication of these Public Utilities and thus accept further maintenance responsibilities upon providing a written letter of acceptance to the Developer.
10. The Developer shall be responsible for any sediment and erosion that is caused by the over land, over flow system from the 5-year storm water infiltration basins to the City or discharge to any public water way systems.
11. City agrees that all "Improvements", which are a part of the Development when fully constructed and approved for acceptance by the City Engineer, Baxter Utility Commission and City Council shall become part of the municipal utility system. The City shall keep the Performance Bond of \$_____ for one year after the

acceptance of said improvements. If during construction of these "Improvements" they are moved from what is set forth on the plat, the Developer must execute new utility easements before this release is granted.

12. Developer shall be responsible for survey services to establish vertical and horizontal control and alignment points and staking for the placement of the main line sanitary sewer, storm sewer and water main.

13. The Developer understands that the following costs will also apply to the project:

- a. Sewer Availability Charge (SAC) (\$3,400.00 per each unit in year 2016)
- b. Water Availability Charge (WAC) (\$3,100.00 per each unit in year 2016)

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

14. Prior to execution of this document, all fees due the City set forth in this paragraph and paragraphs 5, 6, 13 and 14 above are due. Upon completion of construction, the City shall refund any remaining funds if the actual costs listed in this paragraph and paragraphs 5 and 6 were lower than estimated. All other fees due the City for any legal or administrative fees are estimated at **\$900.00** as shown on **Attachment L** attached hereto. If the actual costs exceed the estimates, the City shall bill developer for this surplus and the bill shall be paid within 30 days. No interest shall accrue on any monies held by the City pursuant to this paragraph. If any bill due the City is unpaid after 30 days, a late fee shall be assessed equaling 5% of the unpaid balance and this late fee shall be re-assessed at each 30 day interval thereafter. If after multiple attempts to collect any outstanding bill(s) remain unpaid, the developer agrees the City may collect the outstanding amount plus interest and other fees related to the collection, hereinafter referred to as "Total Bill", by any other means including, but not limited to, certification to the Crow Wing County Auditor of the Total Bill with accrued interest and a \$300.00 administrative fee. The Developer hereby authorizes the City to certify Total Bill to the following year's LOT 2, BLOCK ONE, TARGET ADDITION TO BAXTER at eight percent interest. The developer agrees to waive any notice of hearing related to adopting said assessment and this certification may be done by the City without further notice or consent of the Developer or its successors.

15. Developer has provided from their engineer/contractor certified individual cost of the watermain components that will become part of the city's system "Municipal Portion" at completion of the project and is attached hereto as **Attachment M**.

16. This Agreement shall inure to the benefit of and shall be binding upon the Developer and the City and their respective successors, agents and assignees, and

shall be binding upon all future owners of all or any part of LOT 2, BLOCK ONE, TARGET ADDITION TO BAXTER and shall be deemed covenants running with the land. However, nothing in this Agreement, expressed or implied, shall give to any other person or entity any benefit or legal or equitable right, remedy or claim under this Agreement. This Agreement, at the option of the City, may be placed on record with the County Recorder so as to give notice hereof to subsequent purchases and encumbrances.

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

[SIGNATURES APPEAR ON PAGES 6 AND 7]

DEVELOPER:

Riverwood Bank, Inc.

By: _____
Paul Means
Its Chairman/Senior Risk Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

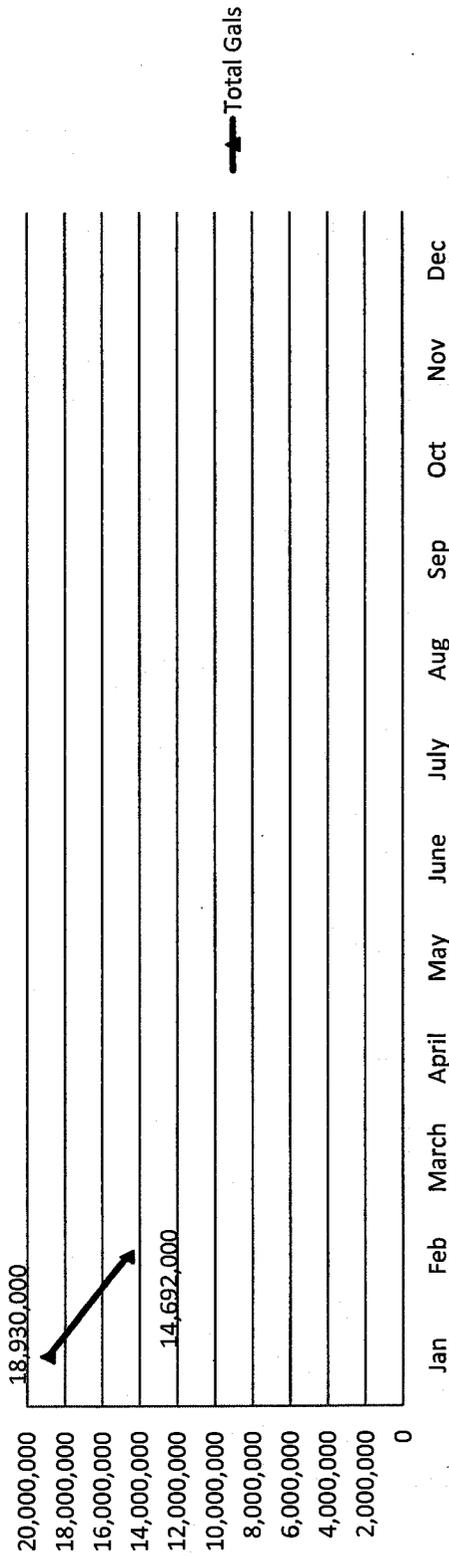
The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Paul Means, Its Chairman/Senior Risk Officer of Riverwood Bank, Inc. a Minnesota Corporation, on behalf of the Corporation.

Notary Public

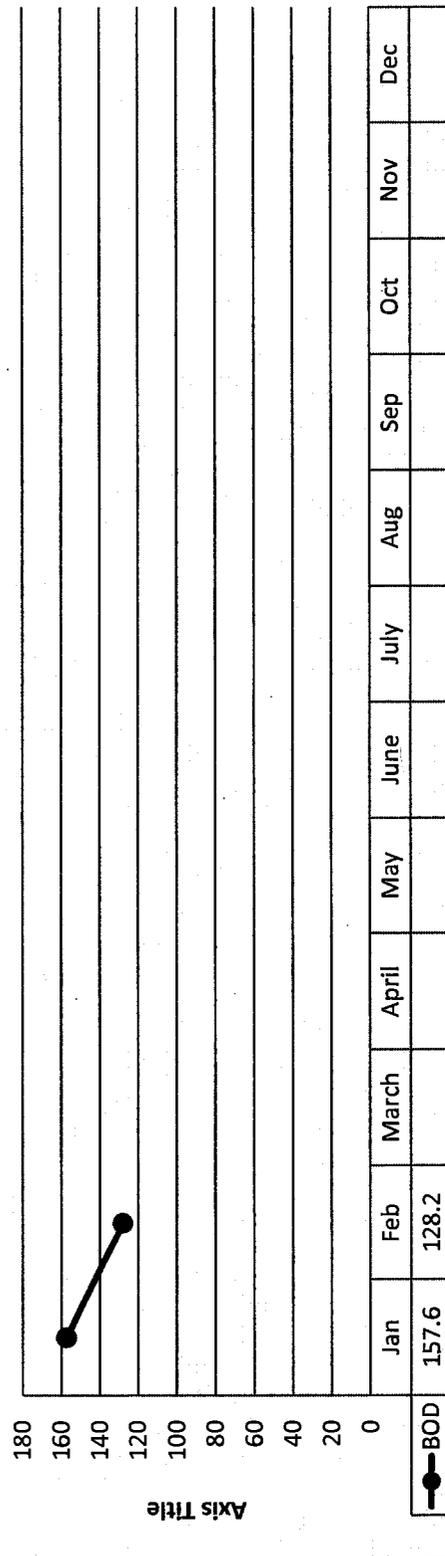
SCHEDULE OF ATTACHMENTS

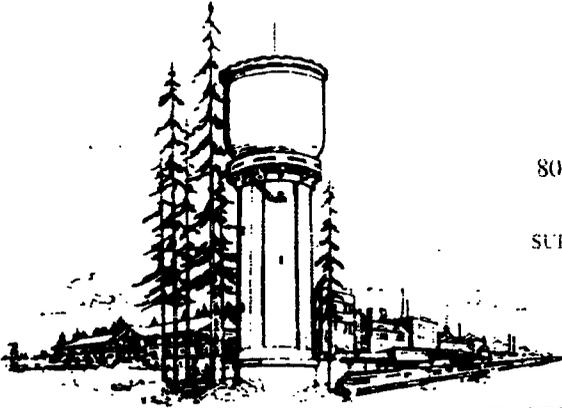
ATTACHMENT A	Plat – Lot2 Block One, Target Addition to Baxter
ATTACHMENT B	Construction Plans and Specifications for Riverwood Bank, Inc. Retail Building, Sanitary Sewer, Watermain, Storm Sewer, Grading, Drainage, and Erosion Control Plan.
ATTACHMENT C	Landscape and Lighting Plan for Riverwood Bank, Inc. Retail Building,
ATTACHMENT D	Sanitary Sewer Standard Construction Drawings.
ATTACHMENT E	Sanitary Sewer Specifications.
ATTACHMENT F	Watermain Standard Construction Drawings.
ATTACHMENT G	Watermain Specifications.
ATTACHMENT H	Right-of-way Restoration.
ATTACHMENT I	GIS Incorporation costs.
ATTACHMENT J	City estimated Inspection costs.
ATTACHMENT K	Detail of SAC/WAC Fees.
ATTACHMENT L	Detail of Legal, Administrative and Other Fees Due to the City.
ATTACHMENT M	Engineer's Estimate from _____ _____ for Construction of Municipal Portion of Privately Installed Improvements.

Total Gals



BOD





BRAINERD PUBLIC UTILITIES

8027 Highland Scenic Road • P.O. Box 373 • Brainerd, Minnesota 56401-0373

COMMISSION SECRETARY - Business Office 218.829.3726 - FAX 218.829.4703

SUPERINTENDENT OF UTILITIES - Repair Service Operations 218.829.2193 - FAX 218.829.2308

INTERNET WEB SITE: www.bpu.org

BRAINERD PUBLIC UTILITIES WASTEWATER TREATMENT CHARGES FOR THE CITY OF BAXTER for February 2016

Baxter Monthly Flow and Loading Data

Number of days in billing period	28
Total flow for period (gallons)	14,692,000
Average Daily Flow (MGD)	0.525
CBOD (mg/L)	128.2
TSS (mg/L)	227.4
TP (mg/L)	5.3

I. Base Charges

Base Capital Charge	\$0.00
Base Operating Charge	27,618.00
Subtotal for Period	<u>\$27,618.00</u>

II. Excess Charges

Excess Capital Charge	\$0.00
Excess Operating Charges	
Excess Flow	0.00
Excess Loading	0.00
Excess Strength	0.00
Subtotal for Period	<u>\$0.00</u>

III. Base and Excess Charge Adjustments

('True up' from previous year based on actual Operating Costs)

Operating Charges Previously Billed	\$0.00
True-up Charges (Credit) for 2015	11,668.40
Excess Capital Charge Adjustment	0.00
Excess Operating Charge Adjustments	
Excess Flow Adjustment	0.00
Excess Loading Adjustment	0.00
Excess Strength Adjustment	0.00
Subtotal for Period	<u>\$11,668.40</u>
Total for Period	<u>\$39,286.40</u>



Monthly Input Data

for
February 2016

Current Month	February
Year	2016
Number of days in billing period	28

Flow

	Brainerd	Baxter	Total
Total flow for period (gallons)	33,696,000	14,692,000	48,388,000
Average Daily Flow (MGD)	1.203	0.525	1.728

Loading

Measurement Number	Brainerd				Baxter			
	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)
1	160			0	128			0
2	75				111			
3	74	160	3.92		96	174	6.20	
4	112	236			141	226		
5	131	330			98	168		
6	136	304	5.83		103	156	5.22	
7	140	264			227	508		
8	145	336			101	222		
9	157	342	5.01		84	184	4.60	
10	139	224			168	376		
11	174	330			99	208		
12	192	262	5.41		124	140	5.93	
13	203	236			186	228		
14		424				204		
15		306	5.82			162	4.43	
16								
17								
18								
19								
20								
Average Daily Loadings (conc.)	141	289	5.2	-	128	227	5.3	-
Average Daily Loadings (lbs/d)	1,420	2,900	52	-	561	996	23	-
Average Daily Loadings (mg/d)	-	-	-	-	-	-	-	-

Most Recent Twelve Months Input Data

Brainerd Most Recent Twelve Months Data

	Mar-15	Apr-15	Apr-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Average	mg/L
Flow (MGD)	1.237	1.252	1.199	1.549	1.665	1.434	1.330	1.337	1.292	1.423	1.356	1.203	1.356	
CBOD (lbs/d)	1,346	1,280	1,286	1,385	1,391	1,284	1,141	1,464	1,610	1,417	1,187	1,420	1,351	119
TSS (lbs/d)	2,477	2,262	2,321	2,709	4,025	3,218	2,790	5,024	4,403	2,982	2,250	2,900	3,113	275
TP (lbs/d)	49	47	44	53	86	57	47	63	52	45	50	52		

Baxter Most Recent Twelve Months Data

	Mar-15	Apr-15	Apr-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Average	mg/L
Flow (MGD)	0.541	0.491	0.548	0.604	0.471	0.610	0.586	0.581	0.572	0.544	0.541	0.525	0.551	
CBOD (lbs/d)	774	565	635	659	535	776	724	986	683	634	711	561	687	149
TSS (lbs/d)	938	677	976	1,198	855	1,287	1,367	1,393	1,294	1,190	906	996	1,090	237
TP (lbs/d)	28	20	21	27	24	36	30	28	27	26	23	23		

Annual Input Data

Total Annual Operating Cost: \$1,404,000

Calculate Base Unit Costs

Total Flow and Loading Estimate from Brainerd and Baxter (estimate at beginning of year to establish annual base unit operating costs)			
	Brainerd	Baxter	Brainerd and Baxter
Average Daily Flow (MGD)	1.356	0.551	1.908
CBOD (mg/L)	141	128	138
TSS (mg/L)	289	227	271
TP (mg/L)	5.2	5.3	5.2

	Weight	Base Unit Cost		Mass	Annual Cost
	(%)	(\$)	Units	(lbs/day)	(\$)
Flow	30%	\$0.605	1000 gal	NA	\$421,200
CBOD	30%	\$0.527	lb CBOD	2,190	\$421,200
TSS	30%	\$0.267	lb TSS	4,315	\$421,200
TP	10%	\$4.628	lb TP	83	\$140,400
Subtotals					\$1,404,000



Minnesota Department of Transportation

395 John Ireland Boulevard
Saint Paul, MN 55155

Date: April 3, 2014

Paul Sandy
City of Brainer Assistant Engineer
523 Laurel St.
Brainerd, MN 56401
218-454-3411
psandy@ci.brainerd.mn.us

RE: SRTS Planning Assistance Grant

Dear Paul Sandy:

Congratulations! We are pleased to inform you that your Safe Routes to School planning assistance grant application was selected for funding through the Minnesota Department of Transportation's (MnDOT) recent SRTS solicitation.

Planning assistance will be provided by the Region Five Development Commission, who will contact you after our contracts are in place this Spring to get started. The plans will be completed in partnership with your local Safe Routes to School team, which will be the point of contact for local input, information and creation of an implementation plan.

Once their contract is in place, your RDC planning staff will follow up with you to discuss the details of the plan for your community and schools.

Congratulations again on your success with the application.

Sincerely,

Dave Cowan
SRTS Coordinator
651-366-4180
dave.cowan@state.mn.us

Mao Yang
SRTS Infrastructure
651-366-3827
mao.yang@state.mn.us

Cc: RDC Planner, MnDOT District Planner

An Equal Opportunity Employer





Minnesota Department of Transportation

395 John Ireland Boulevard
Saint Paul, MN 55155

Date: March 30, 2016

Trevor C. Walter
Public Works Director/City Engineer
City of Baxter
13190 Memorywood Dr
Baxter, MN 56425

RE: SRTS Infrastructure Grant

Dear Mr. Walter,

Thank you for submitting an infrastructure application for the statewide Safe Routes to School solicitation. I am sorry to inform you that your project was not selected for funding this cycle. For additional resources to help with your local SRTS program, please visit the MnDOT Safe Routes to School Resource website, <http://www.dot.state.mn.us/mnsaferoutes/>.

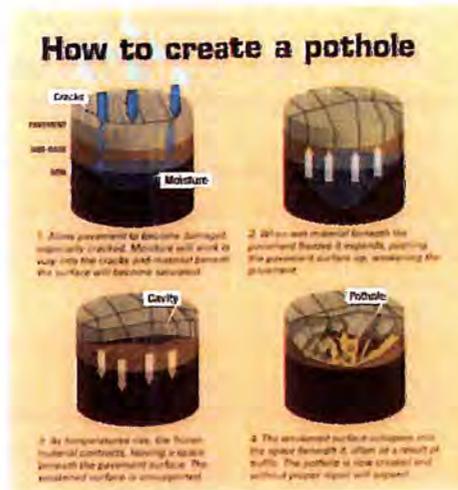
Please contact me if you have any questions.

Sincerely,

Mao Yang
Assistant Project Development Engineer
State Aid for Local Transportation
Work Phone: 651-366-3827
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Winter has long been the arch nemesis of asphalt roads and parking lots. The freeze/thaw cycle, salt, and snow plows -- especially when combined with traffic -- wreak absolute havoc on the condition of the asphalt. When the ice melts and spring rolls around, what will the roads and parking lots you've worked on look like? And what does that mean for your business?

First off, know that the pavement will be in worse condition than you saw it last fall. Hairline cracks will have expanded, areas with minor alligator cracking might now exhibit extensive alligatoring, and areas of slight depression or minor damage might easily be full-fledged potholes -- or potholes that were created and treated with temporary material during the winter.

Cracks that form in the pavement surface and are not properly sealed allow harmful substances to infiltrate the pavement -- water, impurities (chlorides, deicing chemicals, fuels), debris and sunlight -- that will accelerate failure of the pavement surface.

Cracking Up

Cracks are a natural development in asphalt pavement due to oxidation, traffic loads and pavement deterioration. Cracks are inevitable, and neglect leads to accelerated cracking and potholing, further reducing pavement serviceability according to FHWA. So the first step of any crack repair operation is to evaluate the pavement to assess the extent and type of cracking present; only then can you determine the appropriate treatment(s).

A post-winter evaluation might include the following (for roads and parking lots):

- Is there more cracking than there was in the fall? If the answer is "Yes," then there's work to be done and you need to determine if the cracks can be treated by crack sealing or crack filling, they are different. Crack sealing is placement of specialized treatment materials (sealant) above or into cracks to prevent the intrusion of water and incompressibles into the crack. Crack filling is placement of ordinary materials (asphalt cement, sand, and emulsions) to fill the void and reduce infiltration of water into the crack.
- Are cracks that existed last fall larger? If so, make an effort to determine why that might be. If they were too small to repair, then there was nothing you could do and those cracks are now prime candidates for repair this spring. However...
- If the cracks were repaired in the fall, what happened? Examine the sealant in the cracks to see why it is not performing as intended. Perhaps it wasn't applied properly, or perhaps cracks weren't properly prepared. Or it's possible the pavement needs a higher-quality crack sealant to withstand

winter abuse. There are numerous types of crack sealants available and it is important to match the qualities needed to the demands of the job such as climate, traffic, strength, flexibility and more. Contact your educated and experience local representative to find the best options for your situation.

Regardless of the reasons for asphalt cracking, those cracks now must be properly repaired. The ideal time to treat cracks is as soon as they appear in order to prevent as much damage as possible from occurring. Spring is a perfect time to assess damage and address it. Not repairing problems in pavement – especially cracking – can lead to premature deterioration, like potholes, which shortens pavement life.

Voice your opinion!

No comments have been added yet. Want to start the conversation?

This site requires you to login or register to post a comment.



In cold temperatures, the pavement contracts and cracks open to their widest point. In hot temperatures, the pavement expands and closes the cracks. This is why spring and fall are considered the optimal time for crack repair.

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In most areas of the country, contractors are left cooped up all winter and unable to get out on the pavement. As the temperatures start to increase, so does the number of phone calls made to start repairing the damage winter left behind.

And that's good because many contractors have spring fever when it comes to crack repair.

In cold temperatures, the pavement contracts and cracks open to the widest point. In hot temperatures, the pavement expands and closes the cracks. This is why spring is considered a good time for crack repair.

Temperatures during this time are moderate and tend not to reach the extremes of winter and summer months. However, contractors must be sure crack repair operations are done only in dry conditions. Any moisture present in the pavement or crack will prevent adhesion of the material to the crack walls, increasing the likelihood of failure.

Crack sealing is different from crack filling for several reasons. Asphalt pavement is referred to as a flexible pavement that moves horizontally due to changes in temperature and may move vertically as a result of traffic loads. Some cracks can open up to 100% of original width as the pavement temperature changes from summer to winter extremes. So generally speaking, asphalt pavement is always moving to some degree.

Crack sealing uses specialized material that will adhere to the pavement and retain the seal as the pavement moves. Crack filling uses normal material that does not have high or low temperature properties to remain flexible at low temperatures and stable at high temperatures, and when pavement movement takes place, the seal is broken. This is one example why crack sealing prevents intrusion of water and crack filling reduces intrusion of water – sealing and filling are not the same.

Here are five tips to successful crack repair, whether crack sealing or crack filling:

1. **Crack routing:** Routing is important for two specific reasons: (a) routing cleans the crack and creates uniform and fresh edges to allow the sealant to adhere better with the pavement. This applies whether you only intend to clean the crack or separately if you decide to build a designed sealant reservoir, and (b) a designed routed reservoir filled with crack sealant has the amount of sealant needed to expand and contract with the seasonal movement of the pavement. The sealant is also at the right depth below the surface of the pavement to protect it from traffic and snowplow contact (if applicable). Routing requires an additional piece of equipment and while it

adds costs to any crack sealing operation, research has shown that routed crack repairs are cost effective and last over twice as long as non-routed crack repairs.

2. **Crack cleaning and drying:** Whether routing or not, it is essential to provide a clean, dry crack channel and remove any loose material from the crack. Cracks that are damp, that contain debris or vegetation or loose aggregate or sand, will fail because the sealant won't stick to the crack walls. Cleaning consists of using a high-pressure dry, clean, compressed air, brushing, or vacuuming to remove debris. When there is moisture, clay or vegetation you will want to use a hot air lance - caution not to burn the crack!

3. **Material preparation:** Contractors should be sure to follow minimum placement temperatures, minimum and maximum material heating temperatures, application life (hours material is in melter) and recommended moisture conditions prior to application.

4. **Material placement:** Apply material when the pavement exceeds the minimum pavement application temperature which is generally 40°F. The cracks must be dry and free from ice and other contaminants. Be sure the filling or sealing operation moves at a steady pace. The melter/applicator operator should monitor the temperature and quantity of material as over- or under-heating the material can delay the entire operation.

5. **Blotting:** Blotting protects the uncured crack treatment from tracking under traffic and is used in areas where traffic needs to travel on the material before it cures. Cement powder, talcum powder, lime, sand and limestone chips are common blotting materials. There are also proprietary detackifying products available that are designed specifically for blotting crack repair material.



Minnesota Department of Transportation

395 John Ireland Boulevard
Saint Paul, MN 55155

News Release

March 7, 2016

Contact: Sue Roe
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MnDOT is converting to LED roadway lighting

Agency realizes cost savings, safety improvements

ST. PAUL, Minn. - The Minnesota Department of Transportation is undertaking a statewide lighting conversion project and saving some money along the way.

The project involves converting more than 28,500 roadway lights from traditional high-pressure sodium to LED or light emitting diode technology. The conversion includes replacing the light fixtures and bulbs.

"Drivers will see whiter light, but the biggest impacts will be a large reduction in the energy bill and eliminating the cost of bulb replacement every four years," said Michael Gerbensky, signal design and lighting management engineer for MnDOT's Twin Cities' Metro area. "This means having our maintenance personnel out on the roadway less often, which reduces traffic control costs and means improved safety. That savings can go to preserving our roadways."

MnDOT expects that average annual savings in energy costs will be up to \$1.45 million with an additional \$500,000 savings per year in maintenance and replacement costs for the light fixtures and bulbs.

The new lights are being installed mainly on bridges and roadways, but other areas, such as weigh stations, rest areas, tunnels and maintenance facilities, are also being considered.

About 10,000 lights are in Greater Minnesota with the rest in the Twin Cities Metro area. Installations in the Twin Cities will be completed by the end of this year. In Greater Minnesota the conversion will take longer because of the large geographical area, but the whole conversion is anticipated to be complete by 2020, said Sue Zarling, traffic electrical systems engineer.

She said MnDOT expects the LED lights will last about 100,000 hours, or an average of 18 years.

###

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Policy Statement

This policy provides a framework to determine the potential expenditure of trunk highway funds on elements of cooperative construction projects and maintenance. The basis of this policy is that Minnesota Department of Transportation (MnDOT) participation is limited to trunk highway purposes.

This policy is for internal MnDOT purposes only, and does not provide any claim or expectation of legal entitlement to financial participation, except where MnDOT has specifically contracted at its sole discretion for such participation. MnDOT retains the final authority to determine whether it will participate in the cost of any project.

Use this policy in conjunction with the *Cost Participation and Maintenance with Local Units of Government Manual*.

Reason for the Policy

Where a mutual benefit and a demonstrated transportation need exist, MnDOT endorses cooperative construction projects with local units of government. MnDOT developed this policy in accordance with Minnesota statutes and rules and in coordination with applicable MnDOT policies. The Related Information section of this policy lists relevant references.

Principal Points

- MnDOT participation in cooperative construction projects and subsequent maintenance with local governments is limited to trunk highway purposes.
- Cooperative construction projects may be initiated by MnDOT requesting local participation in a trunk highway project, or by a local unit of government either:
 - Requesting improvements or otherwise indicating its willingness to share the cost of a MnDOT project; or
 - Requesting MnDOT cost participation in a locally initiated project.
- This policy is for internal MnDOT purposes only. It does not provide any claim or expectation of legal entitlement to financial participation, except where MnDOT has specifically contracted at its sole discretion for such participation. MnDOT retains the final authority to determine whether it will participate in the cost of any project.

Application of Policy

- This policy applies to all trunk highway funds, and in particular, funds in the State Road Construction (SRC) account. The SRC account is comprised of federal aid funds made available to MnDOT and state funds dedicated to the trunk highway fund. All funds allocated to the State Road Construction account are subject to requirements and restrictions of the account, specifically that funds are for trunk highway purposes only, regardless of the original source of the funds.

Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities

Between MnDOT and Local Units of Government
MnDOT Policy FM011

Policy Statement
Reason for Policy
Who Needs to Know the Policy?
Procedures
Definitions
Responsibilities
Frequently Asked Questions
Related Information
Policy Ownership & Authorization

Effective Date as signed by Responsible Senior Officer

Update
► 2014 Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities

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MnDOT Policy Website



- This policy applies to the determination of:
 - Extent to which a local unit of government funding participation is necessary for portions of a MnDOT initiated trunk highway construction project;
 - Extent to which MnDOT may participate in a locally initiated project that affects the trunk highway system;
 - Maintenance responsibilities resulting from the cooperative construction project

Scope of Policy

- MnDOT participation, in accordance with this policy, is limited to the project scope necessary to address the trunk highway purposes as determined by the district and approved as required. Costs for items requested by local units of government, beyond those determined as necessary by the district, will be the responsibility of the local unit of government.
- This policy is for application to MnDOT projects. MnDOT's cost participation identified in this policy may also apply to locally initiated projects, with eligible trunk highway items. Refer to the Manual Section II.A. "Definition of Scope" for details regarding MnDOT participation in locally initiated projects.
- Further clarification of cost participation for MnDOT special funding programs are a part of the program criteria.

Who Needs to Know this Policy?

- MnDOT personnel and local agency representatives involved in determining funding sources, planning, and executing agreements for cooperative construction projects between MnDOT and local units of government.
- Anyone involved in planning, designing, constructing or maintaining a MnDOT or local federal-aid project, including but not limited to: MnDOT personnel, local agency representatives, and consultants.

Procedures

Application of Policy and Procedures

Application and procedures related to this policy are in the Manual. The Manual includes details for applying the policy to projects for cost participation and maintenance responsibilities, methods for computing cost shares, and relevant agreement procedures. To understand the policy, the procedures, and to avoid misinterpretation, use the Policy and Manual documents together.

Exceptions to Policy

Justification for exceptions to the application of this policy require documentation by the district, submitted by the Transportation District Engineer to the Cooperative Agreements Unit, who will forward the request to MnDOT's Director of Operations Division and the Chief Financial Officer for concurrence, and forwarded to MnDOT's Director of Engineering Services Division for approval. The merits of such requests will be determined on a case-by-case basis. Granting of exceptions is for project elements that meet trunk highway purposes and are eligible for trunk highway expenditures.

Enforcement of Policy

- MnDOT districts work with the MnDOT Cooperative Agreements Unit to apply this policy to projects.
- The MnDOT Cooperative Agreements Unit makes the final determination of cost participation responsibilities, in cooperation with the district, during the agreement development process.
- Final cost participation and maintenance responsibilities appear in cooperative agreements between MnDOT and local units of government, for each project.

Definitions

Cooperative Construction Agreement

A cooperative construction agreement is an agreement between MnDOT and a local unit of government pursuant to Minnesota Statutes §161.20 General Powers of Commissioner, Minnesota Statutes §161.38 Special Agreements for Highways in Municipalities, Minnesota Statutes §161.45 Utility on Highway Right-of-Way; Relocation, concerning construction or maintenance in which both parties have an interest.



Cooperative Construction Project

A cooperative construction project that includes trunk highway and local road improvements in which costs or maintenance responsibilities are shared between MnDOT and local units of government.

Locally initiated Project

A local initiated transportation project is a project in which the need, scope, or means to accomplish the project is predominantly a determination of and priority for the local unit of government.

MnDOT initiated Project

A MnDOT initiated transportation project is a project in which the need, scope, or means to accomplish the project is predominantly a determination of and priority for MnDOT.

State Road Construction

State road construction is the actual construction, reconstruction, and improvement of trunk highways, including right-of-way.

State Road Construction Account (SRC)

The State Road Construction Account is the biennial appropriation of funds by the legislature for trunk highway purposes only. This appropriation is comprised of federal aid funds made available to MnDOT and state funds dedicated to the trunk highway fund. All funds allocated to the SRC are subject to requirements and restrictions of the account, specifically that funds are for trunk highway purposes only, regardless of the original source of the funds.

State Transportation Improvement Program (STIP)

The STIP is a federally required document that provides a list of transportation projects that are expected to be funded with federal transportation dollars within a four-year window. This list of projects includes state and local transportation projects funded with federal highway or federal transit funds. Minnesota also includes most projects on the state trunk highway system regardless of funding source (federal or state). Rail, port, and aeronautic projects are included for information purposes. Refer to the website for details, [State Transportation Improvement Program](#).

Trunk Highway Fund

This fund is the principal operating fund for MnDOT and to some extent for the Minnesota State Patrol at the Department of Public Safety. It is a governmental fund that accounts for public monies used to construct, improve, and maintain Minnesota's trunk highway transportation infrastructure. Annual transfers of funds to Minnesota Management & Budget (MMB) for Trunk Highway-related debt service are from this fund.

Trunk Highway System

All roads established or to be established under the provisions of [Constitution of the State of Minnesota, Article XIV, section 2](#). This system includes highways that are constructed, improved, and maintained as public highways under the jurisdiction of the Commissioner of Transportation, including highways on the Interstate system.

Responsibilities

Office of Transportation System Management (Central Office)

- **Funding Program Coordinator** – The Funding Program Coordinator serves as a liaison and assures compliance and oversight for application of this policy.
- **STIP Coordinator** - Works with districts to ensure that cost estimates for MnDOT and local shares of projects are correctly identified in the State Transportation Improvement Program (STIP) and that appropriate anticipated funding sources are identified for each participating agency share.

Chief Financial Officer and the Office of Financial Management (Central Office)

- The Office of Financial Management provides financial oversight and makes determinations on trunk highway purpose where there is no precedence or clarity.



- The Chief Financial Officer is ultimately responsible for interpreting trunk highway purpose as stated in the Constitution and state law and assuring MnDOT is compliant.

Office of Project Management and Technical Support (Central Office)

- **Municipal Agreements Engineer** – The Municipal Agreements Engineer serves as a liaison and assures compliance and oversight for application of this policy. The Municipal Agreements Engineer also ensures that construction plan information and cooperative agreement documents are consistent with the STIP, with the cost participation responsibilities developed during project development, and with this policy.
- **Cooperative Agreements Unit** – The Cooperative Agreements Unit provides assistance with application of this policy during project development as requested by the districts. They review documentation of project cost responsibilities and notify the districts of cost participation responsibilities that may be inconsistent with this policy. They also facilitate the review and approval of requests for exceptions to the application of this policy.

Frequently Asked Questions

Q. To what funds does this policy apply?

- A: This policy applies to all trunk highway funds, and in particular, State Road Construction (SRC) account funds, including funds that have been carved out of the SRC budget for MnDOT special funding programs, such as Transportation Economic Development (TED), Safety and Mobility Interchange (SAM), and Corridor Investment Management Strategy (CIMS). The SRC account is comprised of federal aid funds made available to MnDOT and state funds dedicated to the trunk highway fund. All funds allocated to the SRC account are subject to requirements and restrictions of the account, specifically that funds may only be expended for Trunk Highway purposes, regardless of the original source of the funds. Further clarification of cost participation for MnDOT special funding programs such as TED, SAM, or CIMS are part of the program criteria.

Q. Where are specific construction costs and maintenance responsibilities explained?

- A: This policy's companion Manual contains guidance for determining construction cost participation and maintenance responsibilities between MnDOT and local units of government. The Manual also includes methods for computing cost shares, information about agreements, and other relevant procedures.

Q. How are trunk highway purposes defined?

- A: Minnesota Statutes §161.20, subdivision 3, "The commissioner may expend trunk highway funds only for trunk highway purposes." Constitutionally, trunk highway purposes are those that are necessary to construct, improve, and maintain the trunk highway system. Engineering due diligence and justification is required to define elements of projects that meet the constitutional and statutory definitions of trunk highway purposes. The Manual provides direction regarding the MnDOT cost participation in elements that meet trunk highway purposes.

Q. When should Project Managers begin determining construction cost participation and maintenance responsibilities between MnDOT and local units of government?

- A: Project Managers should determine construction cost participation and maintenance responsibilities early in the project development process, as the project scope and trunk highway purposes are determined. It is important to consider the immediate costs for construction as well as the ongoing maintenance impacts, and then document responsibilities in municipal agreements to avoid misunderstandings between MnDOT and local units of government.

Q. When should Project Managers involve the Municipal Agreements Engineer?

- A: Project Managers should confer with the Municipal Agreements Engineer as cost participation amounts are being estimated, before discussing cost shares with local units of government. This initial communication should occur early in the project development process as the project scope is being determined. The Municipal Agreements Engineer will work with Project Managers to ensure that construction plan information and cooperative agreement documents are consistent with the STIP, with the cost participation responsibilities developed during project development, and with this Policy.



Q. How does cost participation apply to Complete Streets design features?

A. The MnDOT Complete Streets Policy requires that the principles of Complete Streets be considered by MnDOT at all phases of planning and project development in the establishment, development, operation, and maintenance of a comprehensive, integrated, and connected multimodal transportation system. As such, the inclusion of Complete Streets design features such as sidewalks, bikeways, shared use paths, and transit facilities will be determined early in the project development process. Cost participation and maintenance responsibilities for these items are in the respective sections of the Manual.

Q. How do this policy and the companion Manual determine responsibilities for ongoing snow and ice control/removal?

A. Responsibilities for snow and ice control/removal as well as other maintenance responsibilities on trunk highway rights-of-way, including sidewalks, will be documented in cooperative construction agreements or in separate maintenance agreements. These responsibilities are determined by Districts and local units of government, in consultation with the Municipal Agreements Engineer.

Q. If the local unit of government share of a project is less than \$5000, what is the process to apply for an exception?

A. The MnDOT Cooperative Agreements Unit has implemented an administrative process to address these instances. If the local cost share is less than \$5000, this administrative process will allow MnDOT to pay for additional trunk highway eligible expenses without going through a formal exception process. This administrative exception process will only allow MnDOT to participate in costs for project elements that meet trunk highway purposes; local units of government will be responsible for all elements that do not meet trunk highway purposes. If the local cost share is \$5000 or greater, a cooperative construction agreement will be written.

Q. Does a maintenance agreement need to be written if MnDOT is solely responsible for the costs of a trunk highway improvement project that affects local units of government?

A. When MnDOT and a local unit of government share maintenance responsibilities as the result of a cooperative construction project, those responsibilities can be written into the cooperative construction agreement or documented in a separate maintenance agreement. If MnDOT maintains sole responsibility for all maintenance costs resulting from a cooperative construction project, a maintenance agreement will not be written.

Related Information

This policy's companion Manual provides details for applying this policy to projects, methods for computing cost shares, and relevant procedures including agreements and permits.

This policy's procedures and requirements were developed in accordance with the following:

- As defined in 2013 Minnesota Laws, Chapter 117, Article 1, Section 3, subdivision (c) (2), the biennial appropriation to the State Road Construction account "...is for the actual construction, reconstruction, and improvement of trunk highways, including design-build contracts and consultant usage to support these activities. This includes the cost of actual payment to landowners for lands acquired for highway right-of-way, payment to lessees, interest subsidies, and relocation expenses." This definition is subject to change with each appropriation but remains substantially constant over time.
- MnDOT's ability to expend trunk highway funds for cooperative construction projects is limited by the Constitution of the State of Minnesota, Article XIV, section 2 and section 6 and by Minnesota Statute §161.20.
- Constitution of the State of Minnesota, Article XIV, section 2 establishes "... a trunk highway system which shall be constructed, improved and maintained as public highways of the state," and Constitution of the State of Minnesota, Article XIV, section 6 establishes "... a trunk highway fund which shall be used solely for the purposes specified in section 2 of this article."
- Minnesota Administrative Rules §8810.3100 - 8810.3600, "Utilities and Equipment"
- Minnesota Administrative Rules §8820, "Local State-Aid Route Standards, Financing"
- Minnesota Statutes §161.20 "General Powers of the Commissioner"



- Minnesota Statutes §161.20, subdivision 2, "Property acquisition; agreements and contracts"
- Minnesota Statutes §161.20, subdivision 3, "Trunk highway fund appropriations"
- Minnesota Statutes §161.21, "Location and Design of Highways; Cooperation with other Governmental Units"
- Minnesota Statutes §161.24, "Changes Required by Construction of Trunk Highway"
- Minnesota Statutes §161.25, "Temporary Trunk Highway Detour; Haul Road"
- Minnesota Statutes §161.38, subdivision 1, "Highway width or capacity"
- Minnesota Statutes §161.38, subdivision 3, "Frontage road"
- Minnesota Statutes §161.38, subdivision 5, "Definition of municipalities"
- Minnesota Statutes §161.38, "Special Agreements for Highways in Municipalities"
- Minnesota Statutes §161.39, "Aid to Other Road Authorities and State Departments"
- Minnesota Statutes §161.45, "Utility on Highway Right-of-Way; Relocation"
- Minnesota Statutes §161.46, "Reimbursement of Utility"
- Minnesota Statutes §162, "State Aid Road System"
- Minnesota Statutes §169.04, "Local Authority"
- Minnesota Statutes §169.35, "Parking"
- MnDOT Complete Streets Policy
- MnDOT Contract Management Policy
- MnDOT Minnesota Tribal Nations Government-to-Government Relationship with MnDOT Policy
- MnDOT Partnership Agreements Policy
- MnDOT Utility Accommodation on Highway Right-of-Way Policy



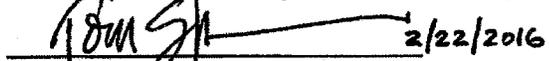
Policy Ownership and Authorization

Policy Owner

Mark Gieseke, P.E., Director, Office of Transportation System Management


Signature and Date Signed 2-22-16

Thomas Styrbicki, P.E., Acting Director, Office of Project Management & Technical Support


Signature and Date Signed 2/22/2016

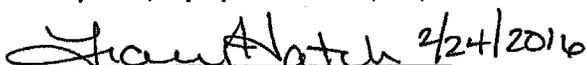
Governance Council

Sue Stein, Assistant Commissioner, Corporate Services


Signature and Date Signed 2-23-16

Responsible Senior Officer

Tracy Hatch, Deputy Commissioner/CFO/COO


Signature and Date Signed 2/24/2016

Northern Long-Eared Bat Update

By: Gary Reihl, Federal Aid Project Development

As you probably have heard by now, the US Fish and Wildlife Service recently published a Final 4(d) Rule on the northern long-eared bat. This new rule dramatically reduced restrictions on impacts to the bats. Under this rule, bridge work and most (not all) tree removal work are no longer considered to be prohibited impacts to northern long-eared bats.

Here is what we know so far.

Projects that have completed Section 7 consultation still need to uphold commitments made during consultation (such as winter tree clearing, bridge inspections, etc.). If there will be any changes to the season of tree clearing, the amount of tree clearing, or the type of bridge work that was proposed at the time you sent information to the Office of Environmental Stewardship, **you will have to re-initiate consultation with OES.**

Projects which have not completed Section 7 consultation will be reviewed under the final 4(d) Rule. You will need to provide information on proposed tree clearing (quantity and timing) and bridge work, and you will still need to consult with FWS about any possible impacts. The big difference is that instead of being required to avoid these impacts by clearing trees in winter or surveying bridges for bats, we will simply say that **"the work may affect bats but is not prohibited."** The review timeline will not change much.

Tree clearing is prohibited in two situations (see list and map of known locations of maternity roosts and hibernaculum (PDF)):

- 1) Clearing within 150' of a known maternity roost tree during June and July.
- 2) Clearing within ¼ mile of a known hibernaculum at any time of year.

(Currently there are not many of these sites known in Minnesota, but the map

will change and you will be responsible to know if the bat habitat has extended into your project area)

Also prohibited is any activity that alters a hibernaculum, either directly or indirectly (work could include blasting, extreme vibration, or hydrologic alterations in the vicinity of a hibernaculum). The number of known hibernacula is limited, however there will probably be occasional encounters of such situations.

Although there are no restrictions on bridge work and few restrictions on tree removal, OES is still considering changes to reduce impacts on bats. These will include measures such as **limited winter tree clearing and limited bat surveys on bridge projects.** This limited work will likely be focused on areas in which we expect relatively high bat populations. Bats can be present in the entire state.

The intent of this is twofold:

- 1) Reduce impacts in situations where bats are most likely to occur.
- 2) Continue to prepare our department for the strong possibility of future restrictions related to changes in the status of this or other bat species.

If your project was reviewed prior to April 2, 2015 for the Endangered Species Act and your contractor has not mobilized yet, your project must be re-reviewed if you are doing any tree removal or bridge construction. This is the date prior to the NLEB being formally listed as a threatened species. If your project was reviewed since February 16, 2016 you are covered unless guidance changes in the future.

The basic statement of a Determination should look like:

Notice of Determination

Northern Long-Eared Bat— May affect, but will not cause prohibited incidental take.

According to the information provided, this project will include bridge work and tree removal. There are no known locations of NLEB roost trees or hibernacula in the vicinity of this project (**MNDNR 2015**). By signing this form, MnDOT on behalf of the FHWA, determines that this project may affect the NLEB, but that any resulting incidental take of the NLEB is not prohibited by the final 4(d) Rule.

If the USFWS does not respond within 30 days from submittal of this form, MnDOT may presume that its determination is informed by the best available information and that its project responsibilities under 7(a)(2) with respect to the NLEB are fulfilled through the USFWS January 5, 2016, Programmatic Biological Opinion. MnDOT will update this determination annually for multi-year activities.

MnDOT, on behalf of the FHWA, understands that the USFWS presumes that all activities are implemented as described herein. The action agency will promptly report any departures from the described activities to the appropriate USFWS Field Office. MnDOT will provide the appropriate USFWS Field Office with the results of any surveys conducted for the NLEB. Involved parties will promptly notify the appropriate USFWS Field Office, and MnDOT Office of Environmental Stewardship, upon finding a dead, injured, or sick NLEB.

Trevor Walter

From: ceam-bounces@lists.state.mn.us on behalf of Stone, Nancy (DOT)
<nancy.stone@state.mn.us>
Sent: Thursday, March 31, 2016 9:01 AM
To: ceam@lists.state.mn.us
Subject: [Ceam] Info and FAQs about Northern Long-eared Bats for MnDOT
Attachments: ATT00001.txt

Hi all,

I'm the new MnDOT employee hired to fill Jason Alcott's vacancy. I want to provide folks with an update on the northern long-eared bat (NLEB) listing, the final 4(d) rule, and answers to some of the frequently asked questions we have been getting. I also have a few questions for you toward the bottom.

Take-home Message

Q. My project/maintenance activity does not include federal funds/federal permits; do I still need to consider impacts to NLEBs?

A. Yes. The 4(d) rule is federal law, and applies to all activities regardless of funding or permitting requirements. Projects without federal involvement do not go through the same Endangered Species Act (ESA) Section 7 review process, but must comply with federal law. See the key to non-federally funded actions:
<http://www.fws.gov/midwest/endangered/mammals/nleb/KeyFinal4dNLEB.html>

Final 4(d) Rule for the NLEB Prohibits:

- Tree clearing
 - within 150' of a known maternity roost tree during June and July
 - within ¼ mile of a known hibernaculum at any time of year.
- Any activity that alters an occupied cave/mine/tunnel (bat hibernaculum), either directly or indirectly (possibilities could include blasting, extreme vibration, or hydrologic alterations in the vicinity of a hibernaculum).

OES Review of Projects:

- Projects with Section 7 determination letters dated **before April 2, 2015** must be **re-reviewed**. Please send re-review requests to me as soon as possible. These invalid determination letters list the NLEB status as, "Proposed as Endangered."
- Projects with Section 7 determinations made under the **interim 4(d) rule**, or the **Nationwide Programmatic Agreement** (April 2, 2015 to approximately January 14, 2015), still need to uphold commitments made during consultation (such as winter tree clearing, bridge inspections, etc.). If there will be any changes to the season of tree clearing, the amount of tree clearing, or the type of bridge work we will have to re-initiate consultation.
- Future project reviews will require the following information:
 - Does the project include bridge work?
 - Does the project include tree removal?
 - If yes,
 - Total number of trees, or acres, to be cleared?
 - Total number of trees, or acres, cleared between April 1 and Oct. 31?
 - Total number of trees, or acres, cleared between June 1 and July 31?

More Information

Endangered Species Listing and 4(d) Rule

Timeline:

- Oct. 2, 2013, NLEB **proposed** for listing under ESA.
- April 2, 2015, USFWS formally lists NLEB as **threatened**, issues **interim 4(d)** rule.
- January 14, 2016, **final 4(d)** rule issued – *effective Feb. 16, 2016.*

Final 4(d) Rule:

The final 4(d) rule is less restrictive than the interim 4(d) rule. Under the final 4(d) rule, bridge work and most (but not all) tree removal is no longer considered prohibited. However, these activities may affect NLEBs and details are needed to evaluate impacts.

- Tree clearing is prohibited in two situations: clearing within 150' of a known maternity roost tree during June and July, and clearing within ¼ mile of a known hibernaculum at any time of year. Currently there are not many of these sites known in Minnesota, but the map will start to fill up with such sites as research and monitoring continue.
- Also prohibited is any activity that alters an occupied cave/mine/tunnel (hibernaculum), either directly or indirectly (possibilities could include blasting, extreme vibration, or hydrologic alterations in the vicinity of a hibernaculum). The number of known hibernacula is limited but you may encounter them occasionally.

Compliance:

Both federally funded and non-federally funded projects must comply with this 4(d) rule. Below are links to keys for each type of project:

Key to federally funded

actions: http://www.fws.gov/Midwest/endangered/mammals/nleb/pdf/KeyFinal4dNLEB_FedAgencies17Feb2016.pdf

Key to non-federally funded actions:

<http://www.fws.gov/midwest/endangered/mammals/nleb/KeyFinal4dNLEB.html>

What does this mean for MnDOT?

- Currently the U.S. Fish & Wildlife Service (USFWS) is being challenged in court by groups alleging that listing the NLEB as 'threatened' and implementing the final 4(d) rule do not go far enough to protect NLEBs. This means there is the potential for NLEBs to be elevated from 'threatened' status to 'endangered' status under the Endangered Species Act, or that the 4(d) may change. If listed as endangered, prohibitions on tree removal, bridge work, etc. may increase. Where possible, it is therefore prudent to voluntarily plan for winter tree clearing to avoid costly delays in case this legal challenge is successful, and to better protect bats' summer habitat.
- MnDOT has recently added Element #900 to the Bridge Inspection Field Manual (Version 2.0 – 2016) to aid in the identification and systematic recording of bridges with bats.

- A limited number of bridge-bat surveys may be conducted by MNDNR in 2016 to start to understand bridge use by Minnesota's bats.

Questions for You:

- 1) Do you know of trees, snags, bridges, box culverts, or other transportation-related structures with bats? If so please notify Beth Brown (Elizabeth.A.Brown@state.mn.us). **Note:** It is best to acknowledge bat presence and plan ahead to avoid costly delays later.
- 2) Please be sure to include the following information when you send in requests for project review:
 - a. Does the project include bridge work?
 - b. Does the project include tree removal?
 - i. If yes,
 1. Total number of trees, or acres, to be cleared?
 2. Total number of trees, or acres, cleared between April 1 and Oct. 31?
 3. Total number of trees, or acres, cleared between June 1 and July 31?
- 3) Have you effectively deterred bats from bridges or other transportation-related structures? *Please tell us about it!*

Frequently Asked Questions

- Q. If my project is outside of a listed township, is the project's ESA Section 7 determination **No Effect** for the NLEB?
- A. **Not necessarily.** If your project includes bridge work, and/or tree removal (including maintenance), it **may affect** northern long-eared bats or their habitat. As long as the work is greater than 0.25 miles from a known hibernaculum, or greater than 150' from a known roost tree, the work is not prohibited under ESA. However, OES, DNR, and/or USFWS may have recommendations to minimize impacts to NLEBs and avoid costly project delays in the event the bat is afforded additional legal protection in the near future.
- Q. Can't bats just fly away during tree removal or bridge work?
- A. **Yes and no.** Adult bats are often able to flee tree removal and/or bridge work, but some mortality does occur. A bigger worry is the pups. Young bats are not able to fly at birth, and therefore cannot escape these activities. Because each female NLEB only has a single baby ("pup") per year, populations are slow to recover when impacted by disease, habitat loss, etc.
- Q. Are other Minnesota bats likely to become listed?
- A. Currently all four of Minnesota's cave-dwelling bats are listed as Special Concern by MNDNR. USFWS is proactively collecting information on several other bat species to determine their need for listing under ESA. In Minnesota, this includes the little brown bat, big brown bat, and tri-colored bat.

Background Information About Northern Long-eared Bats (NLEBs)

Northern long-eared bats (*Myotis septentrionalis*) are one of four cave-dwelling bats native to Minnesota, and have been especially hard hit by the disease white-nose syndrome (WNS), which is affecting bats nationwide. Unlike many small mammals that are short lived (living only 1-3 years; mice, voles, shrews, etc.), bats are long lived (may live 15-30 years or more). Because they have adapted to having a long adult lifespan, each female NLEB only has a single baby ("pup") per year. This means populations are slow to recover when impacted by disease, habitat loss, etc. In Minnesota, it is believed that females typically give birth sometime in June or early July (research is ongoing). Young bats start flying about 3 weeks after birth. To learn more about NLEB biology, visit:

<https://www.fws.gov/Midwest/Endangered/mammals/nleb/nlebFactSheet.html>

Here is recent news story about a really old little brown bat that we recently captured by WIDNR, but was originally captured by MNDNR back in 1983. <http://content.govdelivery.com/accounts/WIDNR/bulletins/f52bbf>

NLEB Distribution in Minnesota

The USFWS has determined that **NLEBs occur in all Minnesota counties** (i.e., all MN counties now have federally listed species). Please see above information about how this may affect your project.

White-nose Syndrome

White-nose syndrome is a disease caused by the fungus *Pseudogymnoascus destructans*. This is a cold-loving fungus that thrives in caves and mineshafts. The fungus was first detected in the U.S. in 2006 (discovered in New York State). This disease can result in mortality rates as high as 90-100% in caves. To learn more, visit: <http://www.dnr.state.mn.us/wns/index.html>

Feel free to send any follow-up questions my way.

Thank you,
Chris

—
Christopher E. Smith, M.Sc., AWB®
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Minnesota Department of Transportation
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E-mail: Christopher.E.Smith@state.mn.us
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MPCA Proposal on Flushable Wipes



MPCA Proposal Would Prohibit Labeling Disposable Wipes as 'Flushable'

This League-supported measure could reduce operation and maintenance costs for municipalities across the state. (Published Feb 22, 2016)

Although often labeled as “flushable,” disposable wipes (used for changing diapers, personal hygiene, housecleaning, and more) cause major problems—for homeowners and cities—when flushed down toilets. The Minnesota Pollution Control Agency (MPCA) is working with legislators to introduce legislation that would ban the use of the word “flushable” on these products’ labels.

What’s the problem?

These so-called “flushable” wipes don’t break down the way toilet paper does. They clog homeowner and municipal sewer pipes, put stress on community wastewater collection and treatment equipment, and cause cities to spend thousands of dollars on premature equipment repair and replacement.

Wipes snag on any imperfection in sewer pipes, catch passing debris and grease, and create a “ball” that will grow to plug the pipe. Cities must manually clean screens or remove clogs.

Bill to be introduced this session

The MPCA bill, which will be introduced in the 2016 legislative session, is supported by long-standing League policy. Gov. Dayton’s recent attention to water quality also brings renewed attention to this issue. Cities have frequently raised concerns about the problem of flushed wipes. In fact, Sauk Centre, Cold Spring, Princeton, Wyoming, and several other Minnesota cities are involved in a class-action lawsuit against companies that make “flushable” wipes. (Read about the lawsuit in the *Forest Lake Times* at: <http://forestlaketimes.com/2015/07/01/princeton-joins-wyoming-in-wet-wipes-lawsuit/>.)

The proposed bill would:

- *Ban “flushable,” “septic safe,” or “sewer safe” labeling from nonwoven disposable products (wipes) sold in Minnesota.
- *Help change public behavior and over time reduce the amount of such wipes being flushed.

Fewer wipes flushed would reduce operation and maintenance costs for municipalities across the state.

Next Steps

The League will continue working with MPCA and other stakeholders on this issue during session and will enlist the help of cities. The League encourages you to mention this issue as you meet with your legislators in the coming weeks. The League will provide links to bills once they are introduced.

Your Help Needed—City Data:

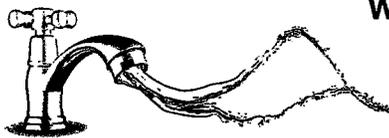
If your city has any data on public works staff time and/or repair costs associated with these products being flushed into the wastewater system, please let League staff know (listed here: Contact Craig Johnson IGR Representative at (651) 281-1259 or (800) 925-1122 cjohnson@lmc.org or Contact Heather Corcoran IGR Liaison at (651) 281-1256 or (800) 925-1122 hcorcoran@lmc.org).

Other Resources:

- *Policy/Proposal sheet from MPCA (pdf) at <https://www.pca.state.mn.us/document/leg-sy16-04pdf>
- *Video demonstration on flushable wipes: <https://www.youtube.com/watch?v=OAI3Dttootw>
- *Star Tribune article: <http://www.startribune.com/flushable-wipes-can-cost-thousands-to-fix-clogged-pipes/298728221/>
- *Brainerd Dispatch article: <http://www.brainerddispatch.com/news/3709654-disposable-flushable-wipes-wreaking-havoc-wadena-sewers>

Reprinted from Cities Bulletin, Feb 22, 2016 issue online at: www.lmc.org

Flint: Could it Happen Here?



Water systems have been involved in monitoring water within households since the implementation of the federal Lead and Copper Rule in the early 1990s.

Lead is unusual among waterborne contaminants in that it is rarely present in water at its source. Instead, it works its way into water on the way to people's faucets through the home. Lead in a water system's distribution pipes can dissolve into the water as it passes through. Lead service lines, connecting water mains to people's houses, is another source. Inside the home, lead pipes and solder may contribute to lead contamination, especially since water often sits idle in these pipes while families are asleep or away from home at work and school.

While Minnesota's communities have had relatively few issues with lead contamination, a number of U.S. cities have had prominent lead contamination problems in recent years.

Problems Elsewhere

A change in chemical treatment had a major effect in Washington, D. C., in the early 2000s, causing corrosion in pipes and the subsequent discovery of lead levels in the city residents' water that was at least 83 times higher than the action level of 15 parts per billion. The issue was addressed with corrosion-control treatments to the water to prevent the leaching of lead in water from mains and fixtures, although problems have continued in the city.

In 2014 the city of Flint, Michigan, temporarily switched its water source from Lake Huron, supplied by the Detroit Water and Sewerage Department, to the Flint River, an inland source that can cause greater challenges for treating water than water that is from the Great Lakes. Flint treated the river water to make it safe, but the water reaching people's homes was corrosive. Water that's corrosive can allow water in lead service lines—which connect water mains to household plumbing—to absorb lead from the lead service lines and plumbing. The result can be significantly higher levels of lead in the water that people drink.

The Situation in Minnesota

In Minnesota, if a water system goes to a different source of water, even a new well, Minnesota Department of Health engineers will review the plans for treating the water and also examine corrosion-control methods that could be necessary to ensure that the water does not absorb materials such as lead and copper from pipes in the distribution system.

To avoid unintended consequences from source or treatment changes, any such changes by a water system require review and approval from the Minnesota Department of Health before they take effect; often, pilot studies are required as part of the review and approval. A new source of water and/or treatment change also brings about changes in the monitoring frequency required for the system for examining lead levels in the water.

MDH engineers also review water quality reports, which follow each round of sampling by a system. Based on these reports, engineers may issue recommendations to address any possibility that the water has the potential to absorb materials, which could include lead, from service lines and household plumbing.

In addition, MDH has a statewide system for laboratories to report blood-lead levels in patients; such reporting could trigger an immediate visit from a nurse. Lead can come from many sources besides water, and the biggest threat in Minnesota continues to be the nearly one million homes in the state that contain lead paint.

Minnesota's service connection fee (collected by water systems from customers and passed on to the Minnesota Department of Health) assists in MDH's ability to promptly respond to drinking water quality issues across the state. The Health Department is able to see the sampling results before the water systems do; if there is a problem, MDH notifies the system, which can quickly begin corrective actions. Many states do it the opposite way: testing and data collection are done locally and reported to the state. The method in Minnesota allows for another early-warning system for contaminants in drinking water.

Any system in exceedance of the action level for lead must, among its corrective actions, provide ongoing public education to its customers.

More information on precautions: Let it run . . . and get the lead out! A fact sheet on how to protect your health available at: http://www.health.state.mn.us/divs/eh/water/factsheet/com/letitrun_english.html (Hmong and Spanish versions also available).

Reprinted from Minnesota Department of Health Waterline, Spring 2016 edition.



March 31, 2016

Darrel Olson
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

Re: Donation of Equipment and Personnel to Turn Compost

Dear Darrel,

Please accept our most heartfelt thanks for the donation of equipment and manpower to turn the compost piles at Northland Arboretum this spring.

We are truly grateful for your generous donation and support of our work.

The Northland Arboretum is a non-profit 501(c)(3) organization, your donation is tax deductible to the extent allowed by law. This acknowledgement of your contribution is provided pursuant to Section 170(f)(8) of the Internal Revenue Code.

Yours truly,

Matthew Hill
Executive Director

Consistent with current IRS rulings this letter is to confirm that as a result of this gift to The Northland Arboretum, you did not receive any goods or services from the arboretum. We recommend you keep it for your tax purposes.

