



CITY COUNCIL MEETING AGENDA

Tuesday, May 05, 2026 at 7:00 PM

Baxter City Hall, 13190 Memorywood Drive, Baxter, MN

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

ADDITIONS OR CHANGES TO THE AGENDA

PUBLIC COMMENTS - *Comments received from the public may be placed on a future meeting agenda for consideration.*

CONSENT AGENDA - *The following items are considered non-controversial by staff and are recommended to be read and passed in one motion. Any council person, staff, citizen, or meeting attendee can request one or more items be pulled from the Consent Agenda and the item will be pulled and addressed immediately after the passage of the Consent Agenda; otherwise, the following items will be passed in one motion:*

1. Approve City Council Minutes from April 21, 2026
2. Approve City Council Work Session Minutes from April 21, 2026
3. Approve the Payment of Bills and Finance Report (Addendum A)
4. Approve Appointment to the Seasonal Position of Park Attendant
5. Approve Appointment to the Seasonal Position of Roadside Mower
6. Approve Temporary Liquor License for the Brainerd Jaycees Special Event at Mills GMC
7. Approve Special Event Application for Brainerd Baxter Baseball Association for their Battle at the Lakes Baseball Tournament on May 29-31, June 12-14, June 19-21 and MYAS Post Season Classic on July 24-26 at Oscar Kristofferson Park Ball Fields
8. Adopt Resolution 2026-0031 Approving the Renewal of the Joint Powers Agreement with Department of Public Safety
9. Approve Purchase of Easements for Parcels 40110839, 40140777, and 40130673 for the 2026 CSAH 48 Trail Connections Project
10. Approve the Solid Ground Outdoor Services Three-Year Mowing Contract
11. Approve the KLM Engineering Proposal for Drawing Review and Inspection Services during the T-Mobile Antenna Modifications on the North Tower in the Amount of \$5,125

PULLED AGENDA ITEMS

OTHER BUSINESS

- [12.](#) Consider Adopting Resolution 2026-038, Amending the Special Assessment Prepayment Terms for the 2026 Mill and Overlay Improvements Project, Municipal Project Number 4426
- [13.](#) Adopt Resolution 2026-033 Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment for the 2026 Mill & Overlay Improvements Project Municipal Project No. 4426
- [14.](#) Adopt Resolution 2026-034 for Hearing on Proposed Assessment for the 2026 Mill & Overlay Improvements Project Municipal Project No. 4426
- [15.](#) Adopt Resolution 2026-035 Amending Resolution 2026-024 Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment for the 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Project, Municipal Project No. 4068
- [16.](#) Adopt Resolution No. 2026-036 Adopting Assessment for the 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Project, Municipal Project No. 4068
- [17.](#) Adopt Resolution No. 2026-037 Accepting Bid and Awarding Contract to RL Larson Excavating, Inc. for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Utility & Street Improvements Project, Municipal Project No. 4068
- [18.](#) Approve the SEH Construction Phase Services Contract in the Not to Exceed Amount of \$638,000.00 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Street & Utility Improvements Project, Municipal Project Number 4068
- [19.](#) Approve the Braun Intertec Proposal for Construction Materials Testing Services in the Not to Exceed Amount of \$75,022.00 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Street & Utility Improvements Project, Municipal Project Number 4068

COUNCIL COMMENTS

20. Connie Lyscio
21. Zach Tabatt
22. Patrick Sundberg
23. Mark Cross
24. Darrel Olson

CITY ADMINISTRATOR'S REPORT**CITY ATTORNEY'S REPORT**

25. Closed Session pursuant to Minn. Stat. 13D.05 Subd. 3(b) to discuss Crow Wing County District Court File No. 18-CV-25-4198
26. Closed Session Under Minnesota Statute 13D.05, Subd. 3(c), consideration of offers for the purchase of real property: PIDs 40120696, 40120697, 40120927, 40120695, 40120694

ADJOURN



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/6/2026
Agenda Section: Consent Agenda

Department Origination: Administration

Agenda Item: Approve City Council Minutes from April 21, 2026

Approval Required: Simple Majority Vote

BACKGROUND

The meeting minutes from the April 21, 2026, City Council meeting have been prepared.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

Staff recommends the city council approve the meeting minutes.

COUNCIL ACTION REQUESTED

Motion to approve the City Council Minutes from April 21, 2026.



CITY COUNCIL MEETING MINUTES

Tuesday, April 21, 2026 at 7:00 PM

Baxter City Hall, 13190 Memorywood Drive, Baxter, MN

Item 1.

CALL TO ORDER

Mayor Olson called the meeting to order at 7:00 p.m.

ROLL CALL

Mayor Darrel Olson and Council Members Connie Lyscio, Zach Tabatt, Patrick Sundberg, and Mark Cross were present.

City Administrator Brad Chapulis, Assistant City Administrator Kelly Steele, Finance Director Jeremy Vacinek, Police Chief Matt Maier, Community Development Director Josh Doty, and Public Works Director Trevor Walter were present

PLEDGE OF ALLEGIANCE

All joined Mayor Olson in reciting the Pledge of Allegiance.

PRESENTATIONS

None.

ADDITIONS OR CHANGES TO THE AGENDA

City Administrator Chapulis explained there are two last minute additions to the agenda. Those items are Approve Transfer of Off-Sale/On-Sale Intoxicating Combination and Sunday Sales Liquor License from 3 Cheers Hospitality LLC, dba Baia Della Italian Kitchen to 3 Cheers Hospitality LLC, dba 3 Cheers and Approve the Issuance of a Lower Potency Hemp Edible Registration for the Period of April 22, 2026 through December 31, 2026, Contingent Upon Submitting Completed Application Materials. An additional item is the clarification to item 18 is the contract is to *not* exceed. The word "not" was omitted in error.

PUBLIC COMMENTS - *Comments received from the public may be placed on a future meeting agenda for consideration.*

None.

CONSENT AGENDA - *The following items are considered non-controversial by staff and are recommended to be read and passed in one motion. Any council person, staff, citizen, or meeting attendee can request one or more items be pulled from the Consent Agenda and the item will be pulled and addressed immediately after the passage of the Consent Agenda; otherwise, the following items will be passed in one motion:*

1. Approve City Council Minutes from April 7, 2026
2. Approve the Payment of Bills and Finance Report (Addendum A)
3. Accept the Utilities Commission Minutes from April 8, 2026

4. Approve Appointment to the Seasonal Position of Park Attendant
5. Approve Baxter Imaging Escrow Agreement for Inspection Services and Asbuilts
6. Approve Stormwater Facilities Maintenance Agreement with Access Rights and Covenants for Baxter Imaging LLC
7. Approve Plans and Specifications and Authorize Advertisement for Bids for 2026 Micro Surfacing Project
8. Approve the BNSF Invoice #90299809 in the amount of \$65.06 for the 2022 TH 210 and Inglewood Drive Improvements Project, City Improvement No. 4121
9. Approve Pratt's Affordable Excavating Inc. Partial Pay Estimate No. 9 in the amount of \$29,661.35 for work completed on Contract B related to the 2025 Water Supply Improvements – Wells 5 & 6, Municipal Project No. 6011-45040
10. Approve the SEH Design Phase Services Contract in the Not to Exceed Amount of \$60,000.00 for the Elder Drive and Foley Road Intersection Improvements project
11. Approve the SEH Design Phase Services Contract in the Not to Exceed Amount of \$100,000.00 for the Foley Road and Forthun Road/Isle Drive Intersection Improvements Project
12. Approve the SEH Engineering Services Contract in the Not to Exceed Amount of \$20,000.00 for the Mercury Minimization Program
13. Appoint Randy Rud to the Building Official Position at Grade 14, Step 5 of the Non-Union Employee Schedule
14. Accept the 2026 Water Service Saddle Review Report
15. Approve the Lift Station No. 18 Reconstruction Project Plans & Specification and Authorize Advertisement for Bids.
16. Approve the Widseth Contract Amendment No. 1 in the Not to Exceed Amount of \$8,044.00 for the Lift Station 18 Reconstruction Project
17. Approve the Nelson Sanitation & Rental Inc. Quote in the Amount of \$4,200 for the Woida Road Sanitary Infiltration Repair
18. Approve the Widseth Proposal for Professional Engineering Services to Exceed Amount of \$35,000 for the 2027 Mill & Overlay and Full Depth Reclamation Improvements Roadway Evaluation
19. Accept Holden Electric Quote in the amount of \$10,440.00 for labor and equipment for installation of antennas for radio upgrades
20. Approve AE2S Contract in the Not To Exceed Amount of \$34,429 for SCADA Integration for Lift Station 27 and for Radio Telemetry upgrades at the East Water Tower site
21. Approve Temporary Liquor License Amendment to Jack Pine Brewery for four Events to be Held in 2026

22. Accept Planning and Zoning Commission Minutes from April 14, 2026
23. Adopt Resolution 2026-030 approving setback variances for property located at 10130 Timber Ridge Drive
24. Adopt Ordinance 2026-003 and Resolution 2026-029 approving zoning ordinance text amendments relating to commercial recreation, single family R-1 and multi-family R-3 regulations
25. Approve Purchase of Easements for Parcels 40110840, 40140740, and 40140739 for the 2026 CSAH 48 Trail Connections Project

ADD: Approve the Issuance of a Lower-Potency Hemp Edible Registration to for the Period of April 22, 2026 through December 31, 2026, Contingent Upon Submitting Completed Application Materials

ADD: Approve Transfer of Off-Sale/On-Sale Intoxicating Combination and Sunday Sales Liquor License from 3 Cheers Hospitality LLC, dba Baia Della Italian Kitchen to 3 Cheers Hospitality LLC , dba 3 Cheers

MOTION by Council Member Tabatt, seconded by Cross to approve the consent agenda as amended.
Motion carried unanimously.

PULLED AGENDA ITEMS

Council Member Sundberg asked to pull item 21 as he is the applicant.

MOTION by Council Member Cross, seconded by Council Member Lyscio to Approve Temporary Liquor License Amendment to Jack Pine Brewery for four Events to be Held in 2026. Motion carried with Council Members Lyscio, Tabatt, and Cross and Mayor Olson voting yes. Council Member Sundberg abstained.

Council Member Tabatt inquired if the temporary liquor license amendment paperwork could be completed through an online process to be more efficient.

City Administrator Chapulis explained the document is a PDF fillable form.

OTHER BUSINESS

None.

COUNCIL COMMENTS

26. Connie Lyscio – Explained she visited the Baxter Dog Park on Sunday. Council Member Lyscio thanked the engineers who selected the location.
27. Zach Tabatt – No comment.
28. Patrick Sundberg – No comment.
29. Mark Cross – Reminded everyone to watch out for motorcycles.
30. Darrel Olson – Explained City Administrator Chapulis and Finance Director Vacinek have been in St. Paul working on the city's sales tax extension request and they spent a good part of Saturday putting together a document for the extension. All city employees are busy doing their job and their efforts are appreciated.

CITY ADMINISTRATOR'S REPORT

Appreciate Mayor Olson's words and for clarification, the document mentioned was put together on Monday, not on Saturday. There are two upcoming events, the BLAEDC event and LMC annual early conference registration. Please notify administration if planning on attending either event.

City Administrator Chapulis asked the council to enter into a closed session as identified on the agenda.

CITY ATTORNEY'S REPORT

31. Closed Session Under Minnesota Statute 13D.05, Subd. 3(c), consideration of offers for the purchase of real property: PIDs 40110839 and 40140777

MOTION by Council Member Cross, seconded by Council Member Lyscio to enter into a closed session at 7:14 p.m. Motion carried unanimously.

MOTION by Council Member Cross, seconded by Council Member Lyscio to return to an open session at 7:24 p.m. Motion carried unanimously.

MOTION by Council Member Cross, seconded by Council Member Tabatt to make offers for the two easements discussed during the closed session. Motion carried unanimously.

ADJOURN

MOTION by Council Member Lyscio, seconded by Council Member Sundberg to adjourn at 7:25 p.m. Motion carried unanimously.

Approved by:

Respectfully submitted,

Darrel Olson

Kelly Steele



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Consent Agenda

Department Origination: Administration

Agenda Item: Approve City Council Work Session Minutes from April 21, 2026

Approval Required: Simple Majority Vote

BACKGROUND

The meeting minutes from the April 21, 2026 city council work session have been prepared.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

Staff recommends the city council approve the meeting minutes.

COUNCIL ACTION REQUESTED

Motion to approve the city council work session minutes from April 21, 2026.



CITY COUNCIL WORK SESSION MINUTES

Item 2.

Tuesday, April 21, 2026 at 6:30 PM

Baxter City Hall, 13190 Memorywood Drive, Baxter, MN

CALL TO ORDER

Mayor Olson called the meeting to order at 6:30 p.m.

ROLL CALL

Mayor Darrel Olson and Council Members Connie Lyscio, Zach Tabatt, Patrick Sundberg, and Mark Cross were present.

City Administrator Brad Chapulis, Assistant City Administrator Kelly Steele, Finance Director Jeremy Vacinek, Police Chief Matt Maier, Community Development Director Josh Doty, and Public Works Director Trevor Walter were present

BUSINESS ITEMS

1. City of Baxter Logo Branding Discussion

City Administrator Chapulis explained during the April 7, 2026 council public comment portion, Steve Schmid, requested the council utilize the upcoming Highway 371 project as an opportunity to rebrand the city logo and slogan. Mr. Schmid explained he is a member of the Highway 371 advisory committee.

The council discussed utilizing the advisory committee for discussion on rebranding the city. The council also discussed keeping a similar theme and identified a possible opportunity to work with Visit Brainerd Baxter.

City Administrator Chapulis explained he will ask the advisory committee if they would like the opportunity to review rebranding with the goal to bring something to the council for consideration by year end. A public process would be determined at that time.

2. Development Review Process Discussion

City Administrator Chapulis explained this item is from a previous council discussion.

Council Member Cross explained he has spoken to City Administrator Chapulis and Community Development Director Doty and was assured applicants continue to have a sketch plan review option with the council and applicants understand the council can deny a project.

The council discussed the importance of clarity and being efficient with applicants.

Community Development Director Doty explained time is important to developers and they understand the sketch plan is available to them.

ADJOURN

MOTION by Council Member Sundberg, seconded by Council Member Tabatt to adjourn at 6:59 p.m. Motion carried unanimously.

Approved by:

Respectfully submitted,

Darrel Olson

Kelly Steele



REQUEST FOR ACTION
CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Consent Agenda

Department Origination: Finance

Agenda Item: Approve the Payment of Bills and Finance Report (Addendum A)

Approval Required: Simple Majority Vote

BACKGROUND

Attached is the May 5, 2026 Addendum A to approve the checks and April ACH transactions for the City of Baxter.

FINANCIAL IMPLICATIONS

Claims totaling \$771,225.14 on Addendum A will be paid.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends approval of Addendum A to pay outstanding claims presented for payment for the City of Baxter.

COUNCIL ACTION REQUESTED

Approve the payment of bills and finance report (Addendum A)

ACCOUNTS PAYABLE
 BLANKET APPROVAL DOCUMENT
 WARRANT REQUEST DATE: 05/05/2026



2026
 ADDENDUM A

LINE	VENDOR NAME	AMOUNT
1	ABRAMO, KONRAD	2,072.29
2	ACE HARDWARE	214.97
3	APPLIED CONCEPTS INC	8,782.88
4	AQUARIUS WATER CONDITIONING INC	600.00
5	BLAEDC	50.00
6	BNSF RAILWAY COMPANY	65.06
7	BOLTON & MENK INC	12,031.00
8	BRAINERD GENERAL RENTAL	736.00
9	BRAINERD LICENSE OFFICE	32.50
10	BRAINERD TRUCK AND TRAILER LLC	1,110.47
11	CENTERPOINT ENERGY	24.00
12	CINTAS CORP	384.24
13	COLONIAL LIFE	2,155.65
14	CONSOLIDATED TELEPHONE CO - CTC	693.71
15	CWC SANITARY LANDFILL	14.50
16	DIAMOND INDUSTRIAL CLEANING EQUIPMENT	254.95
17	DONDELINGER CHEVROLET	2,253.44
18	FERGUSON ENTERPRISES LLC 3326	3,919.43
19	FERGUSON WATERWORKS 2518	9,850.60
20	FORCE AMERICA DISTRIBUTING LLC	880.65
21	FORUM COMMUNICATIONS COMPANY	326.89
22	FRANCOTYP-POSTALIA INC	222.00
23	GALLS LLC	370.29
24	GIESEKING, WILLIAM J.	8,400.00
25	GRAINGER	540.29
26	HACH COMPANY	1,145.20
27	HAWKINS INC	30.00
28	HOLDEN ELECTRIC COMPANY INC	7,770.01
29	HUESMANN, GEORGE	550.00
30	IRONHIDE EQUIPMENT INC	59.79
31	ISD 181 BRAINERD PUBLIC SCHOOLS	23,000.00
32	JOHN HENRY FOSTER MN INC	1,020.66
33	KENNEDY & GRAVEN CHARTERED	41,306.00
34	LAND SERVICES CWC - CROW WING COUNTY	31,245.00
35	LANDWERX LLC	10,080.00
36	LEGACY AUTOMOTIVE LLC	461.31
37	LOCATORS & SUPPLIES INC	297.13
38	MATTSON LUMBER COMPANY	169.94
39	METLIFE	4,111.74
40	METRO SALES INC	436.81
41	MID AMERICA METER LLC	3,935.00
42	MIDWEST MACHINERY COMPANY	9,049.53
43	MINNESOTA UI FUND	4,821.04
44	MISSION SQUARE - ICMA 303264	350.00
45	MOBILE MARINE AND CAR AUDIO LLC	259.98
46	MUELLER, JAMES	7,300.00
47	NAPA AUTO PARTS - BAXTER	204.60
48	NOVOTX LLC	1,790.00
49	O'BRIEN, MICHAEL R.	1,950.00
50	OFFICE SHOP	468.98

51	ORTON OIL COMPANY	8,150.56
52	PAPER STORM	37.10
53	PEOPLE'S SECURITY COMPANY INC	32.99
54	PETERSON, BERNARD C.	1,345.00
55	PIKE PLUMBING AND HEATING OF BRAINERD INC	919.88
56	QUALITY FLOW SYSTEMS INC	1,295.00
57	RAILROAD MANAGEMENT CO III LLC	458.76
58	REIKOFSKI, CRAIG	170.00
59	SADUSKY RENOVATIONS INC	16,534.15
60	SAFELITE GROUP INC	93.00
61	SHANNON'S AUTO BODY INC	925.81
62	SHORT ELLIOTT HENDRICKSON INC	45,902.22
63	STAPLES	107.79
64	TENNANT SALES AND SERVICE COMPANY	804.04
65	TENVOORDE FORD INC	88,210.88
66	VIKING INDUSTRIAL CENTER	75.38
67	VISIT BRAINERD	35,147.00
68	WSN	13,408.75
69	WW GOETSCH ASSOCIATES INC	430.00
70	ZIEGLER INC	7,010.09
71	FEDERAL WITHHOLDING	35,613.99
72	MN DEFERRED COMP	7,506.03
73	MN DEPT OF REVENUE	227.24
74	MN WITHHOLDING	8,040.47
75	PERA RETIREMENT	36,969.52
A/P TOTAL:		<u>\$517,214.18</u>

ACH

76	HEALTH EQUITY	2,115.50
77	PAYROLL 09 DIRECT DEPOSIT	119,772.37
78	POSTALIA	700.00
79	US BANK CREDIT CARD	131,423.09
ACH TOTAL:		<u>\$254,010.96</u>
GRAND TOTAL:		<u><u>\$771,225.14</u></u>

Accounts Payable
Blanket Voucher Approval Document
April 2026 Credit Card Transactions
Warrant Request Date: 05/02/2026
User: jvacinek



Line	Claimant	Amount
1	511 Inc.	400.00
2	Amazon	2,010.49
3	B3ck Company	49.20
4	BCA Training Education	75.00
5	Best Western	320.92
6	Brainerd License Center	78.65
7	Brainerd Public Utilities	83,551.68
8	Caribou Coffee	12.93
9	Chemical Warehouse	281.20
10	CircleK	1,689.95
11	CivicPlus LLC	4,000.00
12	Column Public Notice	87.51
13	Comfort Inns	102.59
14	Continuing Education Development	96.00
15	Costco	38.97
16	Crow Wing Power	26,620.17
17	Custom Signs	42.76
18	Costa Del Mar Sunglasses	141.97
19	Esri	4,087.50
20	Fleet Farm	465.34
21	Galls	211.98
22	Home Depot	2,850.78
23	ICMA	1,022.00
24	Inn on Lake Superior	450.62
25	Kore Essentials	147.51
26	Kwik Trip	238.10
27	League of Minnesota Cities	55.00
28	Love's	41.46
29	Menards	766.84
30	Microsoft	377.18
31	Post Board Licensing	540.00
32	Super 8 Motels	76.76
33	T.Rex Arms	127.72
34	Texas Roadhouse	33.84
35	Timeclock Schedulebase	10.00
36	TLO Transunion	100.00
37	Versadesk	199.00
38	Wild Boar of Oakdale	21.47
Grand Total		131,423.09



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Consent Agenda

Department Origination: Administration

Agenda Item: Approve Appointment to the Seasonal Position of Park Attendant

Approval Required: Simple Majority Vote

BACKGROUND

The City seasonally fills approximately ten seasonal park attendant positions. The seasonal park attendants assist with several duties including mowing, ballfield maintenance, restroom cleaning, opening and closing of park facilities, and monitoring Whipple Beach.

The applicants recommended for appointment has been interviewed and passed a background check.

Additional applicants will be brought forward to the council as they are recommended until all the seasonal positions have been filled.

FINANCIAL IMPLICATIONS

The seasonal park attendant positions are accounted for in the 2026 budget. The applicants will be compensated based on their years of experience working for the City of Baxter.

STAFF RECOMMENDATIONS

Parks and Trail Supervisor Hondl and Assistant City Administrator Steele recommend the appointment of the following individuals to the position of park attendant at the hourly wage noted:

Rhett Sjostrom - \$16.18

Eli Noskowiak - \$16.18

COUNCIL ACTION REQUESTED

Motion to approve the appointment of the following individuals. to the position of park attendant at the hourly wage noted: Rhett Sjostrom and Eli Noskowiak at \$16.18 per hour



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/6/2025
Agenda Section: Consent Agenda

Department Origination: Administration

Agenda Item: Approve Appointment to the Seasonal Position of Roadside Mower

Approval Required: Simple Majority Vote

BACKGROUND

The city annually fills the seasonal position of roadside mower. The roadside mower position is responsible for mowing the city's right-of-ways, around stormwater ponds, and other city owned property and some MnDOT ditches.

FINANCIAL IMPLICATIONS

The roadside mower position is included in the 2026 budget.

STAFF RECOMMENDATIONS

Public Works and Administration recommend the appointment of Mr. Frank Wurnig to the seasonal position of roadside mower.

COUNCIL ACTION REQUESTED

Motion to approve the appointment of Mr. Frank Wurnig, at \$19.05 per hour, to the seasonal position of roadside mower.



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Consent Agenda

Department Origination: Administration

Agenda Item: Approve Temporary Liquor License for the Brainerd Jaycees Special Event at Mills GMC

Approval Required: Simple Majority Vote

BACKGROUND

The Brainerd Jaycees have applied for a temporary on-sale intoxicating liquor license for their event to be held on June 19, 2026 at Mills GMC, 14138 Dellwood Drive, Baxter.

State statutes and city code allow the city to issue a temporary on-sale intoxicating liquor license to specific types of organizations, including a non-profit corporation that has existed for at least three years. The Brainerd Jaycees are a non-profit that has existed since 1936. The temporary license may be issued to an approved organization for the on-sale of intoxicating liquor in connection with a social event sponsored by the licensee. The license may authorize sales on premises other than premises the licensee owns.

Temporary liquor licenses must be approved by both the city council and the Department of Public Safety, Alcohol Enforcement Division. Upon city council approval of the license, the license will be forwarded to the state for their consideration of approval.

FINANCIAL IMPLICATIONS

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

STAFF RECOMMENDATIONS

Staff recommends approval of a temporary on-sale intoxicating liquor license issued to the Brainerd Jaycees for the June 19, 2026 event at Mills GMC.

COUNCIL ACTION REQUESTED

Motion to approve the issuance of a temporary on-sale intoxicating liquor license to the Brainerd Jaycees for their event to be held on June 19, 2026 at Mills GMC.

Annual BBBA Tournament Expenditures
2021-2025

	Total Expenditures	BBBA Donation
2021	\$5750	\$2500
2022	\$3859	\$3000
2023	\$4130	\$3000
2024	\$6274	\$0
2025	\$5815	\$0



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Consent Agenda

Department Origination: Administration

Agenda Item: Approve Special Event Application for Brainerd Baxter Baseball Association for their Battle at the Lakes Baseball Tournament on May 29-31, June 12-14, June 19-21 and MYAS Post Season Classic on July 24-26 at Oscar Kristofferson Park Ball Fields

Approval Required: Simple Majority Vote

BACKGROUND

Since 2021, the Brainerd Baxter Brainerd Baseball Association (BBBA) has annually hosted an event known known as the Battle at the Lakes Tournament. The event, which occurs over multiple weekends, is a collection of several baseball tournaments that is held in various locations within the two communities (Forestview Middle School, Central Lakes College, Brainerd High School, and Oscar Kristofferson Park). Oscar Kristofferson Park is the designated location for the younger age group tournaments (11 and under, 10 and under, & 9 and under), which are scheduled to be held on the following weekends in 2026:

- May 29-31
- June 12-14
- June 19-21

In addition to the Battle of the Lakes Tournaments, the BBBA will host an additional tournament (MYAS Post Season Classic) in conjunction with Minnesota Youth Athletic Services - MYAS on July 24-26.

The BBBA is required to obtain a special event permit for the following reasons: utilization of the warming house, the ability to have selected food vendors, and the commitment from the City for the preparation of the fields prior to and between games each day. The BBBA does provide volunteers that assist with other field maintenance before and after games, as well as general daily trash pickup around the ball fields.

FINANCIAL IMPLICATIONS

The Parks budget includes the costs related to the services requested for Battle of the Lakes Tournaments. The BBBA has given an annual donation to assist with the costs affiliated with the tournaments. With the additional tournament weekend, Administration is projecting the City will incur an estimated additional \$2,000 to cover the services requested for the fourth weekend, which was not included in the 2026 budget. Attached is a summary of the historic financial data related to the tournaments.

STAFF RECOMMENDATIONS

Staff recommends approval of the special event permit.

COUNCIL ACTION REQUESTED

Approve the BBBA's Special Event Application for the Battle at the Lakes and MYAS Post Season Classic Tournaments to be held on May 29-31, June 12-14, June 19-21, and July 24-26 at the Oscar Kristofferson Park Ball Fields.



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Consent Agenda

Department Origination: Police

Agenda Item: Adopt Resolution 2026-0031 Approving the Renewal of the Joint Powers Agreement with Department of Public Safety

Approval Required: Simple Majority Vote

BACKGROUND

The Criminal Justice Data Communications Network (CJDN) is a secure system operated by the Minnesota Bureau of Criminal Apprehension (BCA) that provides law enforcement agencies access to critical criminal justice information, including driver and vehicle records, criminal histories, and other investigative data. This system is required for law enforcement daily operations.

The Baxter Police Department's current Joint Powers Agreement (JPA) with the State of Minnesota Department of Public Safety (DPS) regarding access to the CJDN expires on 5/11/2026. Renewal of the JPA is required to maintain uninterrupted access to CJDN services.

The JPA will be good for five years once approved and all required signatures are obtained.

FINANCIAL IMPLICATIONS

No financial implications

STAFF RECOMMENDATIONS

Staff recommends adopting Resolution # 2026-0031 approving the renewal Joint Powers Agreement with the Minnesota Department of Public Safety to maintain access to the Criminal Justice Data Communications Network

COUNCIL ACTION REQUESTED

Adopt Resolution # 2026-0031 approving the renewal of the CJDN Joint Powers Agreement between the State of Minnesota Department of Public Safety (BCA) and the City of Baxter (Baxter Police Department) and authorize the appropriate officials to sign the attached, resolution, JPA, and Court Amendment Agreement.

RESOLUTION NO. 2026-031**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF BAXTER ON BEHALF OF ITS POLICE DEPARTMENT**

WHEREAS, the City of Baxter on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Baxter on behalf of its Police Department, are hereby approved.
2. That the Chief of Police, Matthew Maier, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Darrel Olson, the Mayor for the City of Baxter, and Kelly Steele, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 5th day of May 2026.

CITY OF BAXTER

By: Darrel Olson
Its Mayor

ATTEST: _____
By: Kelly Steele
Its City Clerk



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Baxter on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 Methods of Access.**
The BCA offers three (3) methods of access to its systems and tools. The methods of access are:
 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.
- 2.6 Access Granted.**
 - A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause

7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of One Thousand Eighty and 00/100 Dollars (\$1,080.00). The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Katie Meiers, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106
Telephone: 651-793-2425
Email Address: Kathryn.Meiers@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name: Matt Maier, Chief
Address: 13190 Memorywood Drive
PO Box 2626 Baxter, MN 56425
Telephone: 218-454-5090
Email Address: mmaier@baxtermn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
 - 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
 - 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools

covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

ADMIN ID: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Baxter on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract Number 287669, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, “trade secret information of Court and its licensors” means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. “Trade secret information of Court and its licensors” does not, however, include information which was known to Subscriber prior to Subscriber’s receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve Purchase of Easements for Parcels 40110839, 40140777, and 40130673 for the 2026 CSAH 48 Trail Connections Project

Approval Required: Simple Majority Vote

BACKGROUND

At the April 7, 2026 council meeting in closed session, council authorized WSB to enter into property negotiations with Parcel Number 10 (PID 40130673) adjacent to the proposed CSAH 48 Trail. At the April 21, 2026 council meeting in closed session, council authorized WSB to enter into property negotiations with 2 of the 12 property owners adjacent to the proposed CSAH 48 Trail. Also, at the April 21st council meeting, 9 of the 12 property easements were approved. With the approval of the 3 easements included with this RCA, 12 of the 12 easements will be executed. Below is a table showing the 3 parcels included in this RCA for approval.

PID	Parcel Number
40110839	2
40140777	3
40130673	10

FINANCIAL IMPLICATIONS

The cost associated with the easements were all authorized by council at the April 7th and the April 21st council meetings.

STAFF RECOMMENDATIONS

Staff recommends approving the purchase of the easement to keep the CSAH 48 Trail Connections Project on schedule.

COUNCIL ACTION REQUESTED

MOTION to approve Purchase of Easements for Parcels 40110839, 40140777, and 40130673 for the 2026 CSAH 48 Trail Connections Project.

MEMORANDUM OF UNDERSTANDING

City of Baxter Project 4041

On this 29th day of April, 2026, Miller Construction of Brainerd Lakes Area, LLP, a Minnesota limited liability partnership, ("Owner"), Owner of property located in the City of Baxter, County of Crow Wing, and State of Minnesota identified as Parcel Identification Number: 40110839, did execute and deliver a conveyance of real estate rights, specifically a Temporary Construction Easement ("Easement") to the City of Baxter ("City").

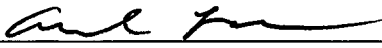
This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

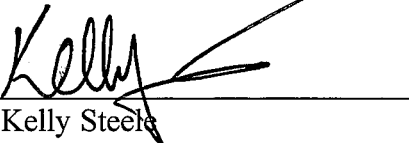
1. The City is engaged in the 2027 CSAH 48 Trail Connections Project – City Project 4140, to connect Marohn Road/Foley Road to Ashdale Lane, and connect Knollwood Drive to Isle Drive ("Project"), adjacent to the Owner's property. The City has identified the need for temporary and permanent easements to facilitate the trail and for grading purposes. The Owner understands that the acquired property rights are for use in connection with the construction of the Project.
2. That in full compensation for the conveyance of said property rights, the City shall pay the Owner the sum of \$ 7,000.00 for the Easement and any resulting damages. Owner understands that payment by the City must await City Council approval.
3. In the event of a clerical error, Owner agrees to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding, the Easement dated April 29, 2026 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

[Signatures on the following pages]

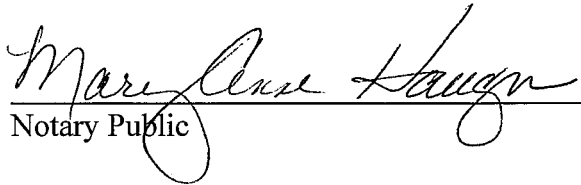
CITY:
CITY OF BAXTER

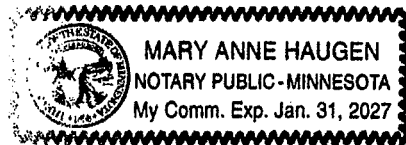
By: 
 Darrel Olson
 Mayor

By: 
 Kelly Steele
 Assistant City Administrator / City Clerk

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

On this 21 day of April, 2026, before me a Notary Public within and for said County, personally appeared Darrel Olson and Kelly Steele to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Baxter, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.


 Notary Public

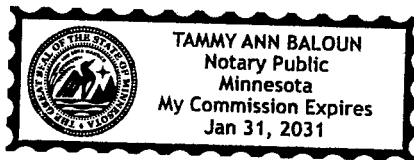


LANDOWNER: Miller Construction of Brainerd Lakes Area, LLP

Mike Miller
 Name: Mike Miller
 Title: Partner

STATE OF MINNESOTA)
) ss.
 COUNTY OF Crow Wing)

The foregoing instrument was acknowledged before me on 29th day of April, 2026, by Mike Miller, the Partner of Miller Construction of Brainerd Lakes Area, LLP, on behalf of Owner.



Tammy Baloun
 Notary Public

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this 29th day of April, 2026, by Miller Construction of Brainerd Lakes Area, LLP, a Minnesota limited liability partnership, (the “Grantor”), in favor of the City of Baxter, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the “City”).

Recitals

A. Grantor is the owner of that certain real property located in Crow Wing County, Minnesota, legally described on the attached **Exhibit A** (the “**Property**”); and

B. The City is undertaking a project to construct certain improvements located in the city of Baxter, Minnesota, to-wit: the CSAH 48 Trail Project, which includes installation of a new trail and all purposes related thereto (the “**Project**”); and

C. The Grantor desires to grant to the City a certain temporary easement for construction purposes as hereinafter described in, over, under, across, and through a portion of the Property legally described on **Exhibit B** and depicted on the attached **Exhibit C** (the “**Easement Area**”), according to the terms and conditions contained herein (the “**Temporary Easement**”).

Terms of Easement

1. Recitals. The above recitals are hereby incorporated into this Temporary Easement.
2. Grant of Easement. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to the City a temporary easement for construction purposes in, over, under, across, and through the Easement Area.
3. Scope of Easement. The Temporary Easement granted herein includes the right of the City, its contractors, agents, employees, vehicles and equipment to enter upon the Easement Area at all reasonable times for the purposes of construction, grading, sloping, restoration purposes, and all purposes ancillary thereto, together with the right to remove pavement, sidewalks, or other improvements or obstructions, trees, bushes, shrubs or other vegetation within the Easement Area, as well as the right to remove or deposit earthen materials within the Easement Area and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project. During construction, the City shall ensure that access to the Property is available at all times.

4. Warranty of Title. The Grantor warrants it is the owner of the Property and have the right, title, and capacity to convey to the City the Temporary Easement granted herein.

5. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Temporary Easement.

6. Instrument Runs with the Land; Duration of Temporary Easement. The Temporary Easement shall run with the land. The Temporary Easement shall be binding upon the Grantor and its successors and assigns and shall be for the benefit of the City and its successors and assigns until termination on **June 30, 2027**, at which time the Temporary Easement shall terminate automatically without further action by either party.

7. Restoration of the Easement Area. With respect to the Easement Area, the City or its contractors will restore the property affected by the work in accordance with the City's restoration plan. Restoration will be completed no later than the expiration date of this easement.

8. Miscellaneous. This Temporary Easement shall be governed by and construed in accordance with the laws of the State of Minnesota. The subject headings of the sections of this Temporary Easement are included for convenience only and shall not be used in the interpretation of this Instrument. This Instrument contains the entire terms of the respective easement granted by the Grantor and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever with respect to said easement.

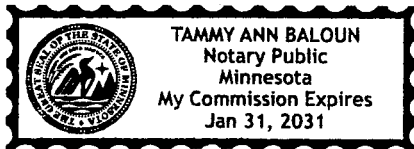
STATE DEED TAX DUE HEREON: NONE

{Remainder of Page Intentionally Left Blank; Signature Page to Follow}

GRANTOR:**Miller Construction of Brainerd Lakes Area, LLP**BY: Mike MillerITS: Partner

STATE OF MINNESOTA)
COUNTY OF Crow Wing) ss.

This instrument was acknowledged before me on this 29th day of April 2026, by
Mike Miller, the Partner of Miller
Construction of Brainerd Lakes Area, LLP, on behalf of Grantor.



Tammy Baloun
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (GLB)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
Legal Description of the Property

The South 418 feet of Government Lot Four, except the Westerly 790 feet thereof, Section 11, Township 133, Range 29, which lies westerly of Highland Scenic Drive (aka CSAH 48), Crow Wing County, Minnesota.

Crow Wing County PID: 40110839

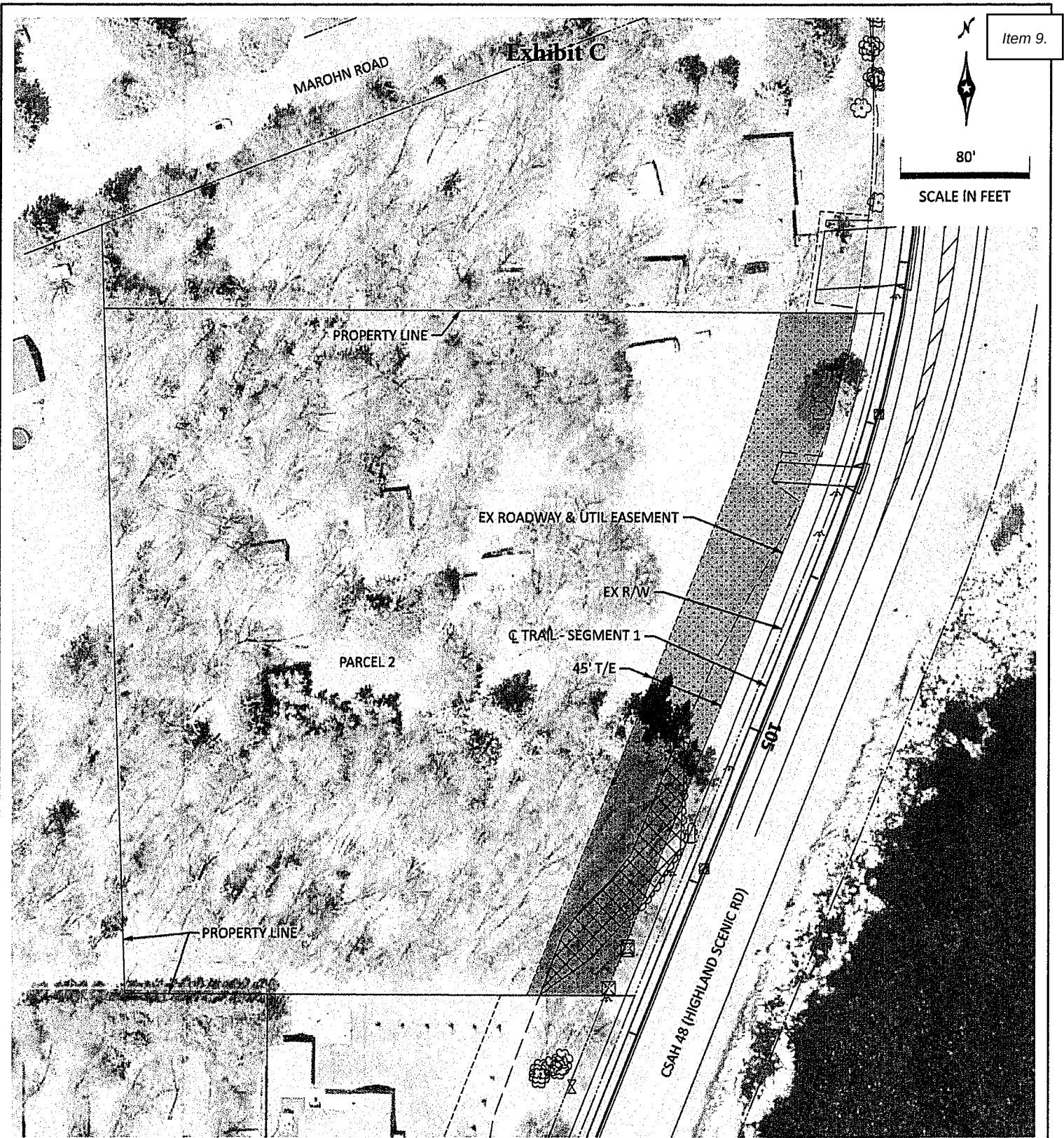
EXHIBIT B

Description of Temporary Construction Easement

A temporary easement for construction purposes over, under and across the easterly 95.00 feet of the following described land:

The South 418 feet of Government Lot Four, except the Westerly 790 feet thereof, Section 11, Township 133, Range 29, which lies westerly of Highland Scenic Drive (aka CSAH 48), Crow Wing County, Minnesota.

Excepting therefrom the easterly 50.00 feet described as a 50.00 foot roadway and utility easement in Document 426840.



Item 9.

LEGEND

- Construction Limits
- Existing Features
- Proposed Features
- XXXXXX Tree Removal
- ⊗ Tree Removal

AREAS (SQ FT)

PERMANENT EASEMENT	TEMPORARY EASEMENT
N/A	20,038

5353 Highland Scenic Rd (Miller Const. of Brainerd Lakes Area LLP)

PIN # 40110839

SP 230-090-003 / SP 018-070-024

PARCEL 2

4/14/2021

MEMORANDUM OF UNDERSTANDING

City of Baxter Project 4041

On this 29th day of April, 2026, Sherlynn Kretzman and Jerome Kretzman, spouses married to each other, ("Owner"), Owner of property located in the City of Baxter, County of Crow Wing, and State of Minnesota identified as Parcel Identification Number: 40140777, did execute and deliver a conveyance of real estate rights, specifically a Temporary Construction Easement ("Easement") to the City of Baxter ("City").

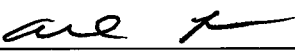
This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The City is engaged in the 2027 CSAH 48 Trail Connections Project – City Project 4140, to connect Marohn Road/Foley Road to Ashdale Lane, and connect Knollwood Drive to Isle Drive ("Project"), adjacent to the Owner's property. The City has identified the need for temporary and permanent easements to facilitate the trail and for grading purposes. The Owner understands that the acquired property rights are for use in connection with the construction of the Project.
2. That in full compensation for the conveyance of said property rights, the City shall pay the Owner the sum of \$26,900.00 for the Easement and any resulting damages. Owner understands that payment by the City must await City Council approval.
3. In the event of a clerical error, Owner agrees to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding, the Easement dated April 29, 2026 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

[Signatures on the following pages]

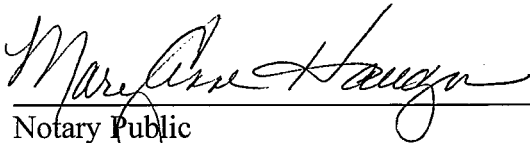
CITY:
CITY OF BAXTER

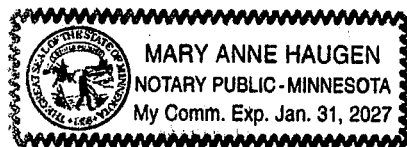
By: 
 Darrel Olson
 Mayor

By: 
 Kelly Steele
 Assistant City Administrator / City Clerk

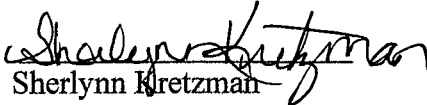
STATE OF MINNESOTA)
) ss.
 COUNTY OF CROW WING)

On this 31 day of April, 2026, before me a Notary Public within and for said County, personally appeared Darrel Olson and Kelly Steele to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Baxter, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.


 Notary Public



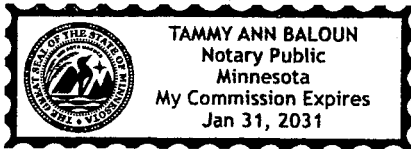
LANDOWNER:


Sherlynn Kretzman


Jerome Kretzman

STATE OF MINNESOTA)
) ss.
COUNTY OF Crow Wing)

The foregoing instrument was acknowledged before me on 29th day of April, 2026, by Sherlynn Kretzman and Jerome Kretzman, spouses married to each other.




Notary Public

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this 29th day of April, 2026, by Sherlynn Kretzman and Jerome Kretzman, spouses married to each other, (the “**Grantor**”), in favor of the City of Baxter, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the “**City**”).

Recitals

A. Grantor is the owner of that certain real property located in Crow Wing County, Minnesota, legally described on the attached **Exhibit A** (the “**Property**”); and

B. The City is undertaking a project to construct certain improvements located in the city of Baxter, Minnesota, to-wit: the CSAH 48 Trail Project, which includes installation of a new trail and all purposes related thereto (the “**Project**”); and

C. The Grantor desires to grant to the City a certain temporary easement for construction purposes as hereinafter described in, over, under, across, and through a portion of the Property legally described on **Exhibit B** and depicted on the attached **Exhibit C** (the “**Easement Area**”), according to the terms and conditions contained herein (the “**Temporary Easement**”).

Terms of Easement

1. Recitals. The above recitals are hereby incorporated into this Temporary Easement.
2. Grant of Easement. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to the City a temporary easement for construction purposes in, over, under, across, and through the Easement Area.
3. Scope of Easement. The Temporary Easement granted herein includes the right of the City, its contractors, agents, employees, vehicles and equipment to enter upon the Easement Area at all reasonable times for the purposes of construction, grading, sloping, restoration purposes, and all purposes ancillary thereto, together with the right to remove pavement, sidewalks, or other improvements or obstructions, trees, bushes, shrubs or other vegetation within the Easement Area, as well as the right to remove or deposit earthen materials within the Easement Area and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project. During construction, the City shall ensure that access to the Property is available at all times.

4. Warranty of Title. The Grantor warrants it is the owner of the Property and have the right, title, and capacity to convey to the City the Temporary Easement granted herein.

5. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Temporary Easement.

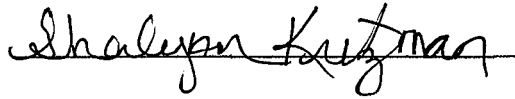
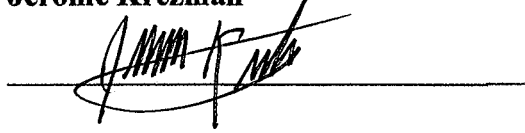
6. Instrument Runs with the Land; Duration of Temporary Easement. The Temporary Easement shall run with the land. The Temporary Easement shall be binding upon the Grantor and its successors and assigns and shall be for the benefit of the City and its successors and assigns until termination on **June 30, 2027**, at which time the Temporary Easement shall terminate automatically without further action by either party.

7. Restoration of the Easement Area. With respect to the Easement Area, the City or its contractors will restore the property affected by the work in accordance with the City's restoration plan. Restoration will be completed no later than the expiration date of this easement.

8. Miscellaneous. This Temporary Easement shall be governed by and construed in accordance with the laws of the State of Minnesota. The subject headings of the sections of this Temporary Easement are included for convenience only and shall not be used in the interpretation of this Instrument. This Instrument contains the entire terms of the respective easement granted by the Grantor and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever with respect to said easement.

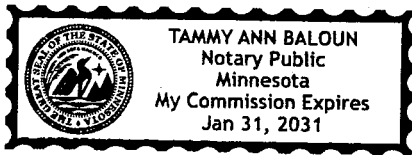
STATE DEED TAX DUE HEREON: NONE

{Remainder of Page Intentionally Left Blank; Signature Page to Follow}

GRANTOR:**Sherlynn Kretzman****Jerome Kretzman**

STATE OF MINNESOTA)
COUNTY OF Crow Wing) ss.

This instrument was acknowledged before me on this 29th day of April 2026, by Sherlynn Kretzman and Jerome Kretzman, spouses married to each other.




Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (GLB)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
Legal Description of the Property

Lots 1 and 2, Block 1, FIRST SOUTHDALÉ ADDITION TO BAXTER, according to the recorded plat thereof, Crow Wing County, Minnesota.

Crow Wing County PID: 40140777

EXHIBIT B

Description of Temporary Construction Easement

A temporary easement for construction purposes over, under and across Lots 1 and 2, Block 1, FIRST SOUTHDALDE ADDITION TO BAXTER, according to the recorded plat thereof.

Said easement being the easterly 95.00 feet of said Lot 1.

Excepting therefrom the easterly 50.00 feet described as a 50.00 foot roadway and utility easement in Document 99241.

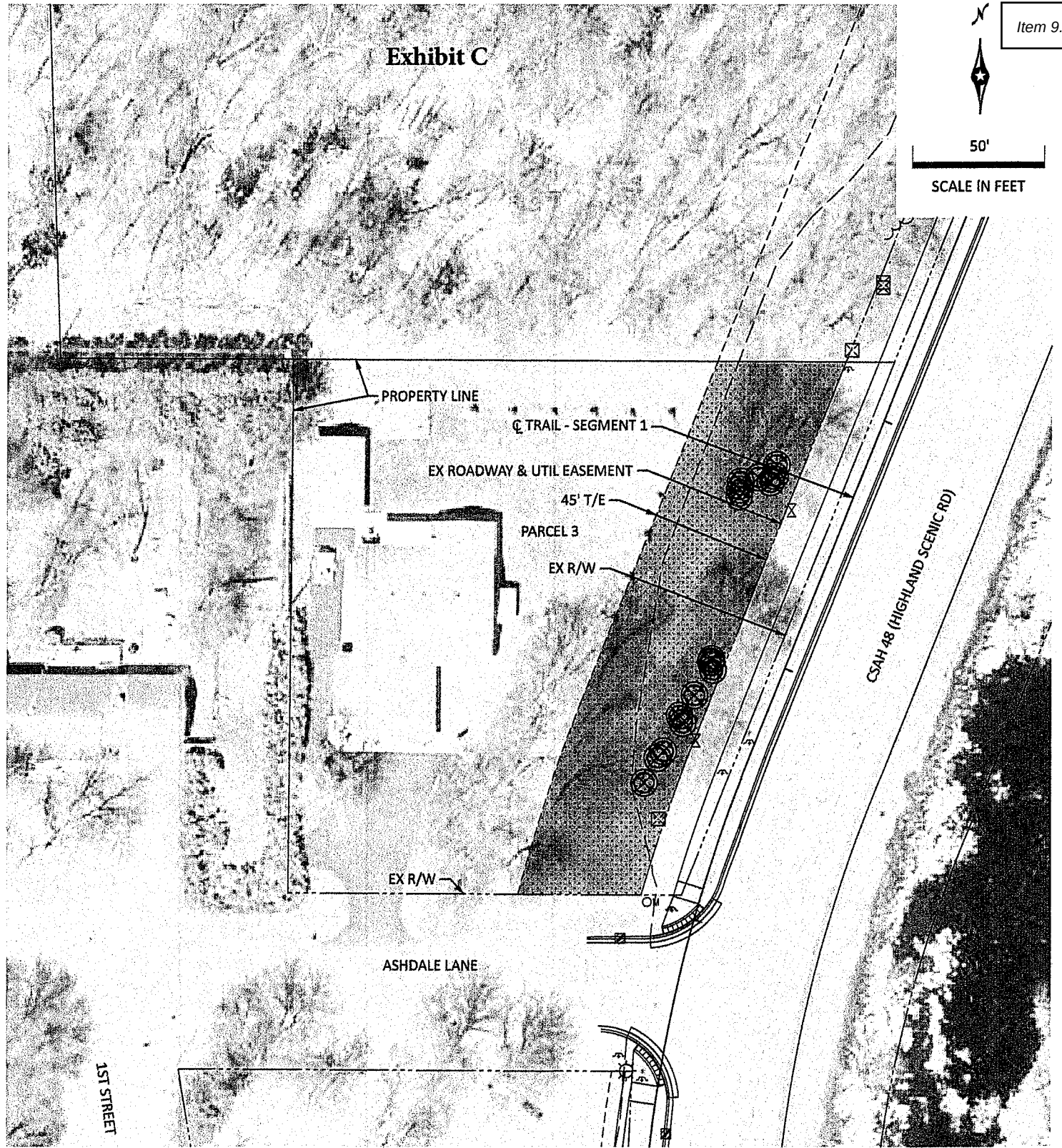
Exhibit C



Item 9.

50'

SCALE IN FEET



LEGEND

- Construction Limits
- Existing Features
- Proposed Features
- XXXXXX Tree Removal
- ⊗ Tree Removal

AREAS (SQ FT)

PERMANENT EASEMENT	TEMPORARY EASEMENT
N/A	9,610

5424 Ashdale Lane (Jerome D & Sherlynn Kretzman)

PIN # 40140777

SP 230-090-003 / SP 018-070-024

PARCEL 3

4/15/2026

MEMORANDUM OF UNDERSTANDING

City of Baxter Project 4041

On this 29th day of April, 2026, by Colleen Wroolie, a single person, ("Owner"), Owner of property located in the City of Baxter, County of Crow Wing, and State of Minnesota identified as Parcel Identification Number: 40130673, did execute and deliver a conveyance of real estate rights, specifically a Temporary Construction Easement ("Easement") to the City of Baxter ("City").

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The City is engaged in the 2027 CSAH 48 Trail Connections Project – City Project 4140, to connect Marohn Road/Foley Road to Ashdale Lane, and connect Knollwood Drive to Isle Drive ("Project"), adjacent to the Owner's property. The City has identified the need for temporary and permanent easements to facilitate the trail and for grading purposes. The Owner understands that the acquired property rights are for use in connection with the construction of the Project.
2. That in full compensation for the conveyance of said property rights, the City shall pay the Owner the sum of \$16,100.⁰⁰ for the Easement and any resulting damages. Owner understands that payment by the City must await City Council approval.
3. In the event of a clerical error, Owner agrees to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding, the Easement dated April 29, 2026 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

CW / EY / JS There will be a 1 to 3 slope in the right of way.

[Signatures on the following pages]

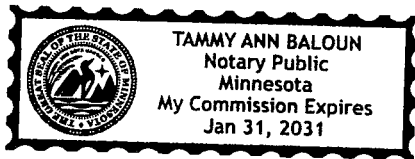
Mareese Haugen
Notary Public

LANDOWNER:

Colleen Wroolie
Colleen Wroolie

STATE OF MINNESOTA)
COUNTY OF Crow Wing) ss.

The foregoing instrument was acknowledged before me on 29th day of April, 2026, by Colleen Wroolie, a single person.



Tammy Baloun
Notary Public

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this 29th day of April, 2026, by Colleen Wroolie, a single person (the “Grantor”), in favor of the City of Baxter, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the “City”).

Recitals

A. Grantor is the owner of that certain real property located in Crow Wing County, Minnesota, legally described on the attached **Exhibit A** (the “Property”); and

B. The City is undertaking a project to construct certain improvements located in the city of Baxter, Minnesota, to-wit: the CSAH 48 Trail Project, which includes installation of a new trail and all purposes related thereto (the “Project”); and

C. The Grantor desires to grant to the City a certain temporary easement for construction purposes as hereinafter described in, over, under, across, and through a portion of the Property legally described on **Exhibit B** and depicted on the attached **Exhibit C** (the “Easement Area”), according to the terms and conditions contained herein (the “Temporary Easement”).

Terms of Easement

1. Recitals. The above recitals are hereby incorporated into this Temporary Easement.
2. Grant of Easement. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to the City a temporary easement for construction purposes in, over, under, across, and through the Easement Area.
3. Scope of Easement. The Temporary Easement granted herein includes the right of the City, its contractors, agents, employees, vehicles and equipment to enter upon the Easement Area at all reasonable times for the purposes of construction, grading, sloping, restoration purposes, and all purposes ancillary thereto, together with the right to remove pavement, sidewalks, or other improvements or obstructions, trees, bushes, shrubs or other vegetation within the Easement Area, as well as the right to remove or deposit earthen materials within the Easement Area and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project. During construction, the City shall ensure that access to the Property is available at all times.

4. Warranty of Title. The Grantor warrants it is the owner of the Property and have the right, title, and capacity to convey to the City the Temporary Easement granted herein.

5. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Temporary Easement.

6. Instrument Runs with the Land; Duration of Temporary Easement. The Temporary Easement shall run with the land. The Temporary Easement shall be binding upon the Grantor and its successors and assigns and shall be for the benefit of the City and its successors and assigns until termination on **June 30, 2027**, at which time the Temporary Easement shall terminate automatically without further action by either party.

7. Restoration of the Easement Area. With respect to the Easement Area, the City or its contractors will restore the property affected by the work in accordance with the City's restoration plan. Restoration will be completed no later than the expiration date of this easement.

8. Miscellaneous. This Temporary Easement shall be governed by and construed in accordance with the laws of the State of Minnesota. The subject headings of the sections of this Temporary Easement are included for convenience only and shall not be used in the interpretation of this Instrument. This Instrument contains the entire terms of the respective easement granted by the Grantor and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever with respect to said easement.

STATE DEED TAX DUE HEREON: NONE

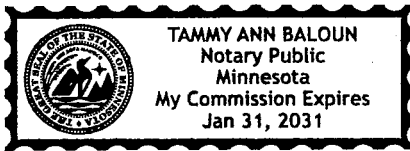
{Remainder of Page Intentionally Left Blank; Signature Page to Follow}

GRANTOR:**Colleen Wroolie**Colleen Wroolie

STATE OF MINNESOTA)

COUNTY OF Crow Wing) ss.

This instrument was acknowledged before me on this 29th day of April 2026, by Colleen Wroolie, a single person.



Tammy Baloun
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (GLB)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
Legal Description of the Property

That part of the West Two Hundred (200) feet of Government Lot Four (4) Section Thirteen (13), Township One Hundred Thirty-three (133), Range Twenty-nine (29), lying South of County State Aid Highway No. 48 and lying North of the South Twenty (20) acres of said Lot Four (4).

Crow Wing County PID: 40130673

EXHIBIT B
Legal Description of Temporary Easement

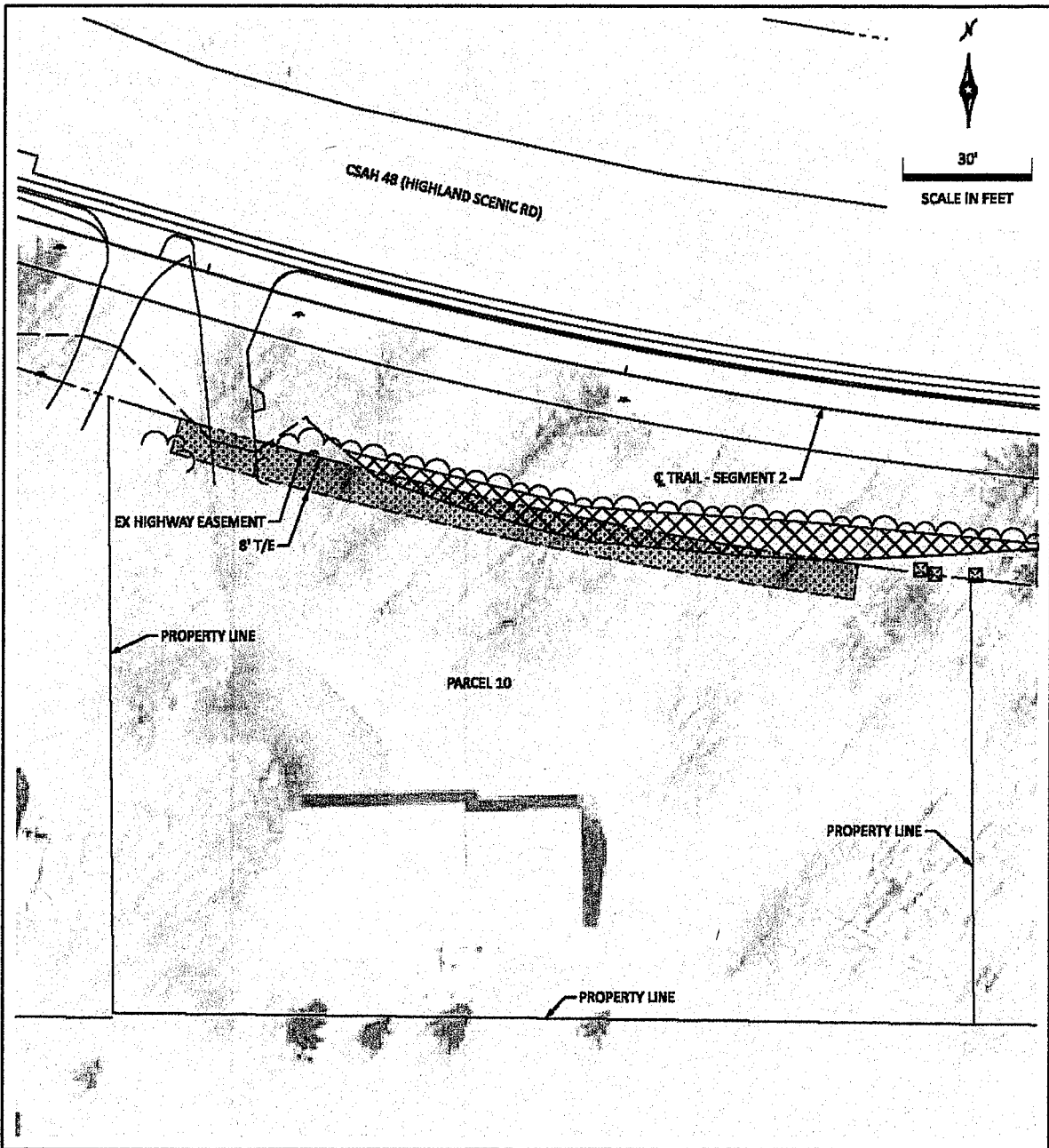
A temporary easement for construction purposes over, under and across that part of the following described parcel:

That part of the West Two Hundred (200) feet of Government Lot Four (4) Section Thirteen (13), Township One Hundred Thirty-three (133), Range Twenty-nine (29), lying South of County State Aid Highway No. 48 and lying North of the South Twenty (20) acres of said Lot Four (4).

Said temporary easement described as follows:

Commencing at the intersection of the west line of said west 200.00 feet of Government Lot 4 and the southerly line of a 60.00 foot highway easement for County State Aid Highway 48 as recorded in Document 251113 and Book 232 of Deeds, page 139; thence southwesterly along said southerly highway easement line a distance of 17.62 feet along a non-tangential curve concave to the northeast, having a radius of 1101.74 feet, a central angle of 00 degrees 54 minutes 58 seconds, and chord that bears South 73 degrees 23 minutes 15 seconds East to the point of beginning of the land to be described; thence continuing southeasterly along said curve and said southerly highway easement line a distance of 161.05 feet; thence South 07 degrees 46 minutes 44 seconds West not tangent to last described curve a distance of 8.00 feet; thence northwesterly a distance of 162.22 feet along a non-tangential curve concave to the northeast, having a radius of 1109.74 feet, a central angle of 08 degrees 22 minutes 32 seconds, and a chord that bears North 78 degrees 02 minutes 00 seconds East; thence North 16 degrees 09 minutes 16 seconds East a distance of 8.00 feet to the point of beginning.

EXHIBIT C Depiction of the Temporary Easement Area



LEGEND		AREAS (SQ FT)	
-----	Construction Limits	XXXXXX	Tree Removal
————	Existing Features	⊗	Tree Removal
————	Proposed Features		
		PERMANENT EASEMENT	TEMPORARY EASEMENT
		N/A	1,294

6069 Highland Scenic Road (Colleen M Wroolie)

PIN # 40130673

SP 230-090-003 / SP 018-070-024

PARCEL 10

3/9/2026

Project\Minnesota\026250-000\05_Discipline\Roadway\Exhibit\Right of Way Impacts\026250-000_Right of Way Sketches

SHEET 1 OF 1 SHEETS



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Solid Ground Outdoor Services Three-Year Mowing Contract

Approval Required: Simple Majority Vote

BACKGROUND

The City of Baxter requested quotes for a three-year contract for mowing services. Historically, the City has entered into a one-year contract and has requoted annually for the mowing services. The three-year contract will save on staff time and allow the contractors to anticipate workload better with staffing and equipment. The weekly estimated hours expected to complete the work is 20 hours. The scope of the work in this agreement includes a full spring cleanup of the interconnect building, 3 water towers, oil dump station, 2 locations on Memorywood Drive, and 28 lift stations. This spring cleanup (estimated 60 hours worth of work) shall include: fixing damage caused by plowing snow, repairing/replacing black dirt (provided by the City), and planting grass seed (provided by the City). Also included in the scope is fall clean up (estimated 60 hours worth of work) which includes collection and disposal of leaves from Memorywood Drive stormwater outfall locations. Fall cleanup is to be completed by October 31st each year. Below are the three quotes the City received.

Cutright – (2026) \$90/hour (2027) \$100/hour (2028) \$110/hour

Croix Management – (2026) \$145/hour (2027) \$153/hour (2028) \$160/hour

Solid Ground – (2026) \$85/hour (2027) \$85/hour (2028) \$95/hour

In 2025 the one year service agreement was awarded to Cutright at a rate of \$100/hour

FINANCIAL IMPLICATIONS

The contracted mowing services is paid from three different funding sources. The stormwater ponds and outfalls are paid from the Stormwater Enterprise Fund. The mowing around the lift stations is paid from the Sanitary Sewer Enterprise Fund. Mowing of the Interconnect Building and the water towers is paid from the Water Enterprise Fund. The sum of the three budgets for 2026 includes \$46,000.

Between the spring and fall clean up efforts, it is expected to take 60 hours each or 120 hours total. With an hourly rate of \$85, this would leave 421 hours for weekly mowing. In 2025 the contracted mowing services were paid for 532 hours. Utilizing the 2026 rate of \$85 per hour, if the same number of hours are required to complete the services in 2026, this would result in a total contract value of \$45,220 which is slightly under the \$46,000 budget.

STAFF RECOMMENDATIONS

Staff recommends approving the contract from Solid Ground Outdoor Services for a three-year mowing services contract at a rate of (2026) \$85/hour (2027) \$85/hour (2028) \$95/hour.

COUNCIL ACTION REQUESTED

MOTION to approve the three-year contract for mowing services from Solid Ground Outdoor Services.

AGREEMENT

The parties, for valuable consideration hereinafter stated, this 26 day of April, 2026, by and between the City of Baxter, hereinafter called the "City" and Said Ground hereinafter called the "Contractor" agree as follows:

1. The Contractor hereby covenants and agrees to perform and execute all of the provisions in this Contract, and all its attachments which in total comprise the 2026, 2027, and 2028 City-Wide Contracted Mowing hereinafter referred to as the "Project". The Contract will expire on October 31, 2028. The City reserves the right to award a one-year contract for 2026 in lieu of the three-year 2026, 2027, and 2028 Project as specified above.
2. The Contractor shall abide by the City Code Noise Ordinance. No mowing shall occur between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. The exception to this is the Contractor shall have the ability to mow the commercial and industrial districts during these quiet hours.
3. The City, upon accepting all work done by Contractor, shall pay Contractor in accordance with the hourly price as indicated in the Contractor's Quote, attached hereto as an exhibit, the hourly rate of which is \$ 85 for 2026, \$ 85 for 2027, and \$ 95 for 2028. The weekly estimated hours expected to complete the work is 20 hours. The rates will remain for the entire contract unless otherwise specified in the Contractor's Quote. The scope of the work in this agreement includes a full spring clean up of the interconnect building, 3 water towers, oil dump station, 2 locations on Memorywood Drive, and 28 lift stations. This spring clean up (estimated 60 hours worth of work) shall include: fixing damage caused by plowing snow, repairing/replacing black dirt (provided by the City), and planting grass seed (provided by the City). Also included in the scope is fall clean up (estimated 60 hours worth of work) which includes collection and disposal of leaves from Memorywood Drive locations. Fall clean up is to be completed by October 31st each year. Grass clippings are not to be blown onto roadways or into wetlands.
4. Contractor shall indemnify and hold harmless the City from loss, liability, cost or expense (including reasonable attorney's fees) for bodily injury, death and property damage, but only to the extent same are caused by the negligence, misconduct or other fault of Contractor, its agents or employees, which arise out of work performed under this Project. The foregoing provision shall only benefit the City if the City notifies Contractor in writing of such claim within thirty days of same being reported to the City or its representative. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity or causes beyond Contractor's control.
5. Contractor agrees to maintain in effect during the entire Project insurance for Workers' Compensation with statutory limits, and personal injury and property damage with \$1,000,000 combined single limit liability per occurrence. The City shall be named as an additional insured on said policy. Contractor shall furnish to the City a Certificate of Insurance evidencing such coverage and specifying that thirty days prior notice of cancellation shall be sent to the City.

6. Contractor is an independent contractor, and all persons employed to furnish services hereunder are employees of Contractor and not of the City.

7. This Agreement shall inure to, and bind the successors, assigns, agents and representatives of the parties.

8. This agreement contains the entire Agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified, except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.

9. This Agreement shall consist of the following attachments:

- a. This Agreement
- b. Certificate of Insurance
- d. City of Baxter Mowing Map
- e. City of Baxter Noise Ordinance 5-4-2
- h. Contractor's Quote

CITY OF BAXTER:

By _____
 Darrel Olson
 Its: Mayor

CONTRACTOR:

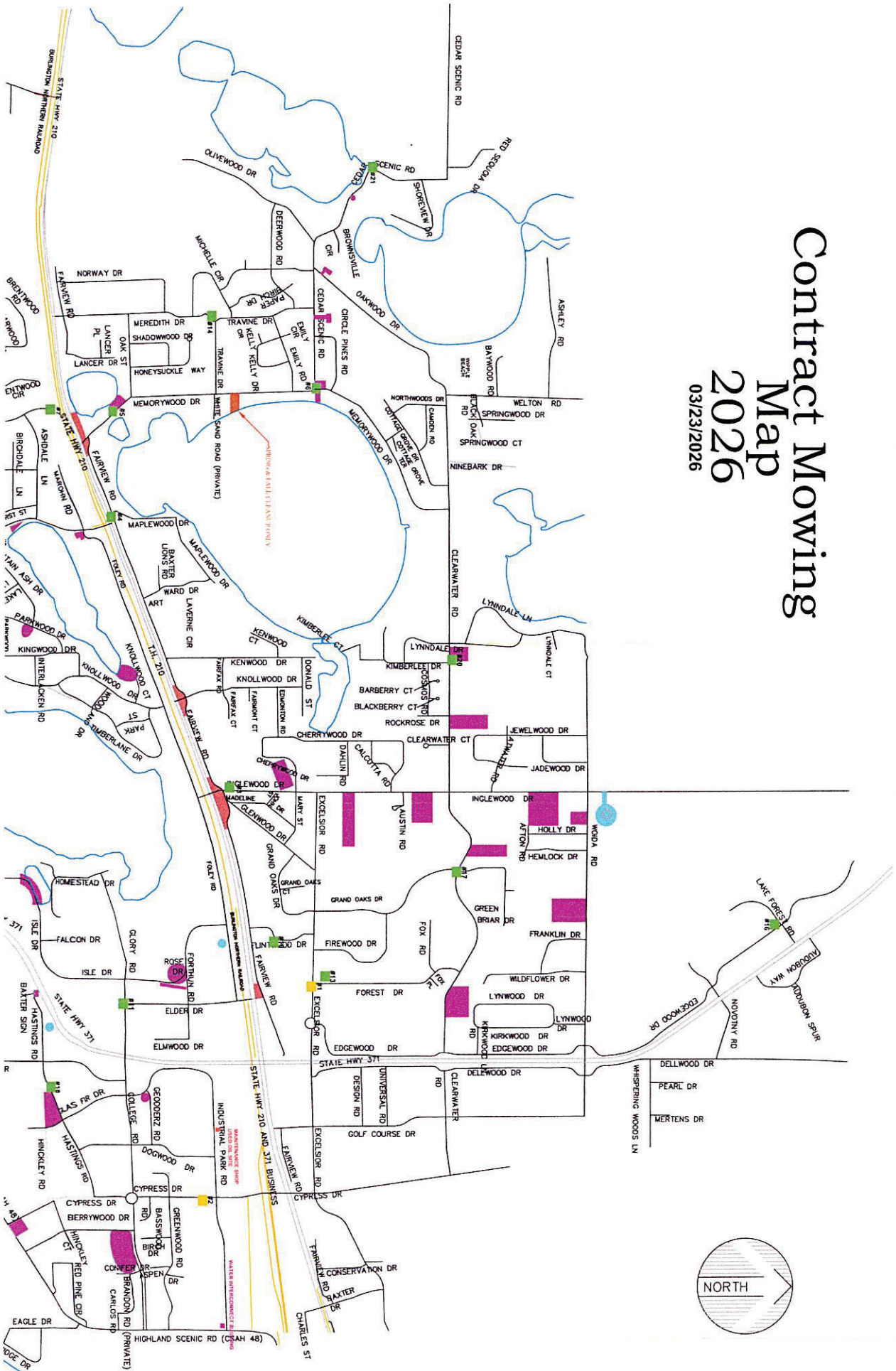
By Stan Mattein - owner
 Contractor's name
 Its: Title

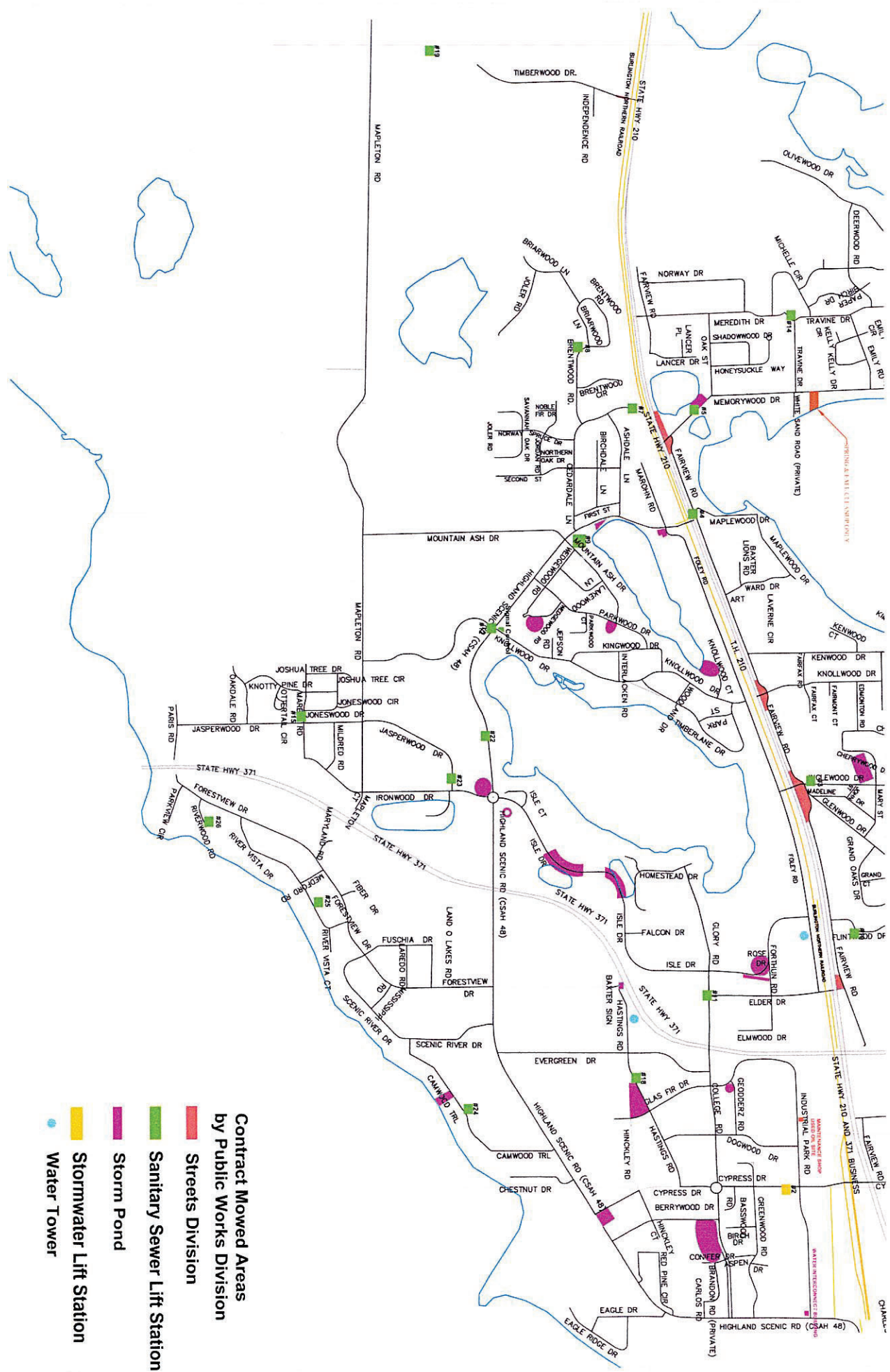
ATTEST

By _____
 Kelly Steele
 Its: Assistant City Administrator / City Clerk

Contract Mowing Map

2026
03/23/2026





5-4-2: NOISES PROHIBITED:

A. General Prohibition: No person shall make or cause to be made any distinctly and loudly audible noise that unreasonably annoys, disturbs, injures, or endangers the comfort, repose, health, peace, safety or welfare of any person or precludes their enjoyment of property or affects their property's value. This general prohibition is not limited by the specific restrictions of the following subsections.

B. Motor Vehicles: These regulations are intended to limit such maximum sound levels to those consistent not only with the physical and mental well being of the people, but also with the safe operation of a motor vehicle:

1. No person shall operate a motor vehicle in the city in violation of the motor vehicle noise limits of the Minnesota pollution control agency.

2. The play, use, or operation of any radio, tape or disc player, musical instrument, phonograph, paging system or other device for the production or reproduction of sound in such a manner as to be plainly audible at a distance of fifty feet (50') from the motor vehicle shall be prima facie evidence of a violation of this subsection. (Ord. 69, 11-7-1996)

3. Due to the flat terrain of Baxter and the loud and unpleasant sound of engine retarder brakes, the use of such brakes is prohibited within the city of Baxter except in emergency situations in which the primary braking system has failed or is inadequate. (Ord. 69.1, 2-6-2001)

C. Horns, Audible Signaling Devices: No person shall sound any signaling device on any vehicle except as a warning of danger as required by Minnesota statutes section 169.68.

D. Exhaust: No person shall discharge the exhaust or permit the discharge of the exhaust of any steam engine, stationary internal combustion engine, motorboat, motor vehicle, or snowmobile except through a muffler or other device that effectively prevents loud or explosive noises therefrom and complies with all applicable state laws and regulations.

E. Defective Vehicles Or Loads: No person shall use any vehicle so out of repair or so loaded as to create loud and unnecessary grating, grinding, rattling, or other noise.

F. Loading, Unloading, Unpacking: No person shall create loud or excessive noise in loading, unloading, or unpacking any vehicle.

G. Radios, Phonographs, Paging Systems: No person shall use or operate or permit the use or operation of any radio receiving set, musical instrument, phonograph, paging system, machine or other device for the production or reproduction of sound in a distinctly and loudly audible manner as to unreasonably disturb the peace, quiet, and comfort of any person nearby. Operation of any such set, instrument, phonograph, machine, or other device between hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. in such a manner as to be plainly audible at the property line of the structure or building in which it is located, in the hallway or apartment adjacent, or at a distance of fifty feet (50') if the source is located outside a structure or building shall be prima facie evidence of a violation of this subsection.

H. Participation In Noisy Parties Or Gatherings: No person shall participate in any party or other gathering of people giving rise to noise, unreasonably disturbing the peace, quiet, or repose of another person. When a police officer determines that a gathering is creating such a noise disturbance, the officer may order all persons present, other than the owner or tenant of the premises where the disturbance is occurring, to disperse immediately. No person shall refuse to leave after being ordered by a police officer to do so. Every owner or tenant of such premises who has knowledge of the disturbance shall make every reasonable effort to see that the disturbance is stopped.

I. Loudspeakers, Amplifiers For Advertising: No person shall operate or permit the use or operation of any loudspeaker, sound amplifier, or other device for the production or reproduction of sound on a street or other public place for the purpose of commercial advertising or attracting the attention of the public to any commercial establishment or vehicle.

J. Animals: No person shall keep any animal that unreasonably disturbs the comfort or repose of persons in the vicinity by its frequent or continued noise. For purposes of this subsection, "disturbs the comfort or repose of persons in the vicinity by its frequent or continued noise" means any one of the following:

1. The animal noise occurs at a time between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. and can be heard from a location outside the building and premises where the animal is being kept, and the animal has made such noises intermittently for more than three (3) minutes with one minute or less lapse of time between each animal noise during the three (3) minute period; or

2. The animal noise can be heard from a one block distance from the location of the building or premises where the animal is being kept, and the animal has made such noises intermittently for more than three (3) minutes with one minute or less lapse of time between each animal noise during the three (3) minute period; or

3. The animal noise can be heard from a location outside the building and premises where the animal is being kept, and the animal has made such noises intermittently for a period of at least five (5) minutes with one minute or less lapse of time between each animal noise during the five (5) minute period.

K. Schools, Churches, Hospitals: No person shall create any excessive noise on a street, alley, or public grounds adjacent to any school, institution of learning, church, hospital, nursing home or home for the elderly when the noise unreasonably interferes with the working of the institution or disturbs or unduly annoys its occupants or residents and when conspicuous signs indicate the presence of such institution. (Ord. 69, 11-7-1996)



Cutright Lawncare
1170 127th St Sw | Brainerd, Minnesota 56401
218-851-9443 | <https://cutrightlawncare.jobbersites.com>

Item 10.

RECIPIENT:

City of Baxter
6070 Mapleton Road South
Baxter, Minnesota 56425

Quote #412

Sent on

Apr 17, 2026

Total

\$300.00

SERVICE ADDRESS:

6070 Mapleton Road South
Baxter, Minnesota 56425

Product/Service	Description	Qty.	Unit Price	Total
Weekly Mowing and Trimming	2026 Mowing of non-irrigated areas (hourly rate-\$90.00/hour) (Spring/Fall Clean up priced hourly)	1	\$90.00	\$90.00
Weekly Mowing and Trimming	2027 Mowing of non-irrigated areas (hourly rate-\$100.00/hour) (Spring/Fall Clean up priced hourly)	1	\$100.00	\$100.00
Weekly Mowing and Trimming	2028 Mowing of non-irrigated areas (hourly rate-\$110.00/hour) (Spring/Fall Clean up priced hourly)	1	\$110.00	\$110.00

Subtotal	\$300.00
Exempt (0.0%)	\$0.00
Total	\$300.00

This quote is valid for the next 30 days, after which values may be subject to change.

AGREEMENT

The parties, for valuable consideration hereinafter stated, this 27TH day of APRIL, 2026, by and between the City of Baxter, hereinafter called the "City" and hereinafter called the "Contractor" agree as follows:

1. The Contractor hereby covenants and agrees to perform and execute all of the provisions in this Contract, and all its attachments which in total comprise the 2026, 2027, and 2028 City-Wide Contracted Mowing hereinafter referred to as the "Project". The Contract will expire on October 31, 2028. The City reserves the right to award a one-year contract for 2026 in lieu of the three-year 2026, 2027, and 2028 Project as specified above.
2. The Contractor shall abide by the City Code Noise Ordinance. No mowing shall occur between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. The exception to this is the Contractor shall have the ability to mow the commercial and industrial districts during these quiet hours.
3. The City, upon accepting all work done by Contractor, shall pay Contractor in accordance with the hourly price as indicated in the Contractor's Quote, attached hereto as an exhibit, the hourly rate of which is \$ 145.00 for 2026, \$ 153.00 for 2027, and \$ 160.00 for 2028. The weekly estimated hours expected to complete the work is 20 hours. The rates will remain for the entire contract unless otherwise specified in the Contractor's Quote. The scope of the work in this agreement includes a full spring clean up of the interconnect building, 3 water towers, oil dump station, 2 locations on Memorywood Drive, and 28 lift stations. This spring clean up (estimated 60 hours worth of work) shall include: fixing damage caused by plowing snow, repairing/replacing black dirt (provided by the City), and planting grass seed (provided by the City). Also included in the scope is fall clean up (estimated 60 hours worth of work) which includes collection and disposal of leaves from Memorywood Drive locations. Fall clean up is to be completed by October 31st each year. Grass clippings are not to be blown onto roadways or into wetlands.
4. Contractor shall indemnify and hold harmless the City from loss, liability, cost or expense (including reasonable attorney's fees) for bodily injury, death and property damage, but only to the extent same are caused by the negligence, misconduct or other fault of Contractor, its agents or employees, which arise out of work performed under this Project. The foregoing provision shall only benefit the City if the City notifies Contractor in writing of such claim within thirty days of same being reported to the City or its representative. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity or causes beyond Contractor's control.
5. Contractor agrees to maintain in effect during the entire Project insurance for Workers' Compensation with statutory limits, and personal injury and property damage with \$1,000,000 combined single limit liability per occurrence. The City shall be named as an additional insured on said policy. Contractor shall furnish to the City a Certificate of Insurance evidencing such coverage and specifying that thirty days prior notice of cancellation shall be sent to the City.
6. Contractor is an independent contractor, and all persons employed to furnish services hereunder are employees of Contractor and not of the City.

7. This Agreement shall inure to, and bind the successors, assigns, agents and representatives of the parties.

8. This agreement contains the entire Agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified, except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.

9. This Agreement shall consist of the following attachments:

- a. This Agreement
- b. Certificate of Insurance
- d. City of Baxter Mowing Map
- e. City of Baxter Noise Ordinance 5-4-2
- h. Contractor's Quote

CITY OF BAXTER:

By _____

Darrel Olson
Its: Mayor

CONTRACTOR:

By, JOE FRITSCHER, GENERAL
MANAGER CROIX PM

ATTEST

By _____

Kelly Steele
Its: Assistant City Administrator / City Clerk



ITEM REPORT CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the KLM Engineering Proposal for Drawing Review and Inspection Services during the T-Mobile Antenna Modifications on the North Tower in the Amount of \$5,125

Approval Required: Simple Majority Vote

BACKGROUND

T-Mobile has submitted a building permit for improvements to their antennas on the North Water Tower. The City utilizes KLM Engineering for water tower related items included the permits for the antenna. The attached contract is for work related to reviewing the drawings and inspecting the work.

FINANCIAL IMPLICATIONS

There are no Financial Implications associated with the proposal to the City. Prior to issuing a building permit, T-Mobile will be required to escrow the costs outlined in the proposal. The proposal is not a “not to exceed” proposal because any additional services beyond the scope in the proposal will be invoiced to T-Mobile. There will be no cost to the City related to these services

STAFF RECOMMENDATIONS

KLM Engineering has assisted the City in the past with work associated with the antennas on the North Water Tower and they have provided good services. To keep the consistency and since KLM Engineering knows city requirements, staff requested KLM Engineering submit the proposal. Staff recommend approving the proposal.

COUNCIL ACTION REQUESTED

MOTION to approve the KLM Engineering Proposal for Drawing Review and Inspection Services during the T-Mobile Antenna Modifications on the North Tower in the amount of \$5,125.

April 20, 2026

By Email Only

Mr. Jeremy Vacinek
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425
jvacinek@baxtermn.gov

RE: Proposal for Drawing Review and Inspection Services during the T-Mobile Antenna Modifications on the North Tower Located in Baxter, Minnesota.

T-Mobile Site Number: A1O0396A Project Name: AHLOB Radio Upgrade
Tower Address: 15042 Inglewood Drive North, Baxter, MN 56425

Dear Mr. Vacinek,

This letter is to confirm the above-mentioned project with estimated costs as follows:

Drawing/Plan Review (1 st and 2 nd)	Fixed Fee	\$1,000.00
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This includes a review of the structural analysis

Any additional reviews required will be charged \$500.00 per review.

Inspection Services	Fixed Fee	\$4,125.00
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Inspection services include 1 virtual pre-construction meeting and 1 trip for field inspection.

Please sign, date, and send this proposal back to KLM Engineering, Inc. KLM will proceed with work on this project as soon as we receive a signed contract. If you have any questions, please call me at 651-773-5111. Please email the signed proposal to Michelle at mnelson@klmengineering.com.

City of Baxter, Minnesota

Date

Sincerely,

KLM Engineering, Inc.



Tadd Oachs, MBA

Telecom Manager

O: 651-773-5111

F: 651-773-5222

C: 612-481-8018

Email: toachs@klmengineering.com



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Other Business

Department Origination: Finance

Agenda Item: Consider Adopting Resolution 2026-038, Amending the Special Assessment Prepayment Terms for the 2026 Mill and Overlay Improvements Project, Municipal Project Number 4426

Approval Required: Simple Majority Vote

BACKGROUND

In 2025, the city initiated street improvements for various streets throughout the city as part of the 2026 Mill and Overlay improvements project in accordance with Minnesota statutes, city code, and the city's assessment policy. As part of the process, a final feasibility study revising the scope of the project was approved on February 17, 2026 and the improvement was ordered. The improvement hearing for the revised project was held subsequently on March 5, 2026.

Due to the shorter notice period of the pending project and related special assessments, the council expressed a desire to extend the 30-day interest-free payment period for assessment prepayments on this project. The original deadline would have been June 2, 2026, within 30 days of the adoption of the assessment. The attached resolution for council consideration extends the original 30-day payment of partial and full special assessments without interest from July 2, 2026 to 90-days or August 31, 2026.

FINANCIAL IMPLICATIONS

Extending the prepayment deadline to 90 days will not materially impact the city's ability to finance the proposed improvements. Due to the size of the 2026 projects being financed and the 2025 projects that were held, it is anticipated the city will need to structure and issue the improvement bonds in August/September to cashflow the project costs.

As part of the project's financing with improvement bonds, it is important to identify the number of prepaid assessments the city will secure before the bonds are structured to avoid issuing any unnecessary debt and paying additional interest. Based upon the current financing, the bonds typically would not be callable for at least ten years. If assessment prepayments are made prior to the call date, the city must cover the difference between the outstanding debt and a lower amount it earns on the prepaid assessments.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends discussing the proposed option. Should the council wish to approve the proposed adjustment for the 2026 Mill and Overlay project, adoption of the attached resolution to amend the special assessment terms specifically for the project to provide 90 days for full or partial prepayment is recommended.

COUNCIL ACTION REQUESTED

Consider adoption of Resolution 2026-038, amending the special assessment prepayment terms for the 2026 Mill and Overlay Improvements Project, Municipal Project Number 4426

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

HELD: May 5, 2026

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Baxter, Minnesota, was duly called and held at the Baxter City Hall in said City on the 5th day of May, 2026 at 7:00 o'clock p.m.

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

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2026-038

**RESOLUTION AMENDING THE SPECIAL ASSESSMENT TERMS FOR THE 2026
MILL AND OVERLAY IMPROVEMENTS PROJECT,
MUNICIPAL PROJECT NUMBER 4426**

WHEREAS, the City of Baxter initiated street improvements in 2025 for the 2026 Mill and Overlay Improvements Project ("Project");

WHEREAS, the final feasibility study for the revised Project was received by the City Council on February 17, 2026 and the Project improvement hearing was held on March 5, 2026;

WHEREAS, the Project is being funded with various revenue sources, including special assessments against the identified benefiting parcels;

WHEREAS, the City is financing the Project in accordance with Minnesota Statute 429, City Code, and the City's assessment policy;

WHEREAS, due to a shorter notice period of a pending improvement project and related special assessments, the City desires to provide one-time financial relief to the property owners of the benefiting parcels of the Project by extending the deadline to prepay special assessments;

WHEREAS, the City will be issuing General Obligation Improvement Bonds, Series 2026 ("2026 Bonds") to finance a portion of the Project and the amount of prepaid assessments is an important component to the structuring of the 2026 Bonds;

WHEREAS, the Project's assessment hearing is planned to be scheduled for May 28, 2026 and notices of the hearing are in the process of being prepared with the prepayment terms for the Project that may need to be amended based upon the outcome of this resolution; and

WHEREAS, the City has the capacity to lengthen the prepayment period to August 31, 2026 for this Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Baxter, Minnesota, the City does hereby amend the following special assessment prepayment terms for parcels within the Project:

The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 90 days from the adoption of the assessment (by August 31, 2026). Partial prepayment of assessments may be made by August 31, 2026.

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted on this 5th day of May 2026.

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

I, the undersigned, being the duly qualified and acting Clerk of the City of Baxter, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original minutes thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes of a meeting of the City Council of said City duly called and held on the date therein indicated insofar as such minutes relate to amending the special assessment prepayment terms for the 2026 Mill and Overlay Improvements Project, Municipal Project Number 4426, in said City.

WITNESS my hand as such Clerk of said City this 5th day of May 2026.

Kelly Steele
Assistant City Administrator/City Clerk



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Other Business

Department Origination: Public Works

Agenda Item: Adopt Resolution 2026-033 Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment for the 2026 Mill & Overlay Improvements Project Municipal Project No. 4426

Approval Required: Simple Majority Vote

BACKGROUND

In accordance with the requirements of Minnesota Statute 429, the City must prepare the proposed assessment roll for the 2026 Mill & Overlay Improvements Project Municipal Project No. 4426. The project area includes the following roadways:

1. Joneswood Circle
2. Joneswood Drive
3. Joshua Tree Circle
4. Joshua Tree Drive
5. Knotty Pine Drive
6. Marble Road (West of Jasperwood Drive)
7. Cherrywood Drive
8. Timberlane Drive
9. Park Street
10. Woodland Drive

The City Clerk, with the assistance of the City Consulting Engineer, will prepare the assessment roll containing the following information:

- Fee owner name and address
- Taxpayer name and address
- Property identification number, address and legal description
- Assessment calculations and total amount assessed
- Statement of installment payments with interest

A copy of the record of assessment will be mailed to each affected property owner along with the notice for the Assessment Hearing scheduled for 6:00 pm on Thursday, May 28, 2026, at Baxter City Hall.

FINANCIAL IMPLICATIONS

There are no immediate financial implications associated with the preparation of the assessment rolls. The total estimated cost of the improvements is \$1,664,146.56. The portion of the cost to be paid by the City is estimated to be \$625,560.33 and the estimated portion of the cost to be assessed to the benefiting property owners is \$1,038,586.23.

PROJECT BUDGET INFORMATION

The Bid Opening was held on April 16th. There were 3 bidders with Anderson Brothers being the apparent low bidder. Anderson Brothers Bid totaled \$1,215,289.64 with the Engineers Estimate totaling \$1,176.391.65.

As a whole, the project is estimated to be \$152,931.22 or 10.1% over the Feasibility Study budget. Even though the project cost went up, the assessments went down by approximately \$300 per assessment. The main reason for the increase in project cost is related to the watermain improvements. The watermain improvements came in \$222,801.81 over the estimate in the Feasibility Report. The Feasibility Report cost estimate was based on previous years cost estimates with an adjustment for inflation and overall final quantity compared to the previous quantity. There are four main drivers for the watermain improvements cost.

The first is related to the exploratory excavations to review the watermain tee materials. If a watermain tee is found to be plastic, it will be replaced with a ductile iron tee. Based on 2024 Hydrant and Plastic Tee Review Report, the watermain tees in the Timberlane Area are likely ductile iron and the Cherrywood area is likely plastic. If the Timberlane areas does not require any watermain replacements, the project cost could be reduced by \$70,906. With the Cherrywood Area being likely plastic, the \$30,155 should stay in the budget.

The second driver in the watermain costs is related to Hydrant Restoration. Hydrant Restoration involves removing the interior components of the hydrant and replacing some of the wearing parts. On previous projects, there have been hydrants that can't be fully restored because the hydrants won't come full apart. To make sure the City has a fully functioning hydrant, historically the hydrants have been replaced. In the plans, it is estimated that half of the hydrants can't be restored. This allows the city to have a price to replace the hydrant and reduce the chances of a costly change order. If the three hydrant replacements are not required, this would reduce the project cost by \$28,242. Each year there has been at least 1 hydrant that has not been able to be fully restored.

The third item are the 6" gate valve replacements. There is a significant number of valves within the project area and each year there are a few that are found to be not fully operational. Additionally, if the hydrant can't be fully restored, often the valve is not fully operational as well. There are six 6" gate valve replacements in the plan. If no valves are replaced with this project, this would reduce the project cost by another \$25,271.

The fourth item is dewatering for the watermain work. Dewatering has not been an issue to complete the watermain repairs the last few years and was not accounted for in the feasibility report. With this year's project, dewatering was not anticipated as surrounding areas indicated the water table could be 1-2 feet below the watermain. In the construction document, dewatering was initially made incidental. During bidding, there were multiple calls regarding dewatering. Since the dewatering was made incidental to the watermain items, the concern was that we could get inflated bids to account for potentially needing dewatering. Since soil borings were not completed as part of this project, there was no definitive way to determine if the water table was going to cause issues. An addendum was drafted adding a dewatering line item to be paid by individual repairs to the contract for select areas. The total bid price for the dewatering is \$71,620 if every water repair warranted and dewatering is needed to complete the repair. The guidance in the construction documents is to use exploratory excavation hours to determine if dewatering is required prior to setting up the dewatering. If no dewatering is used on the project, this could save an additional \$71,620 of the project budget.

In total, if the above four items are reduced as explained, the total project cost could be reduced by as much as \$196,039 which is all City cost.

Below is a table comparing the Current Project Budget and the budget from the Feasibility Report.

			BIDDING	FEASIBILITY REPORT	DIFFERENCE	% CHANGE
<u>RESIDENTIAL M&O ASSESSMENT CALCULATIONS</u>						
ESTIMATED TOTAL PROJECT COST:			\$1,664,146.56	\$1,511,215.34	\$152,931.22	10.1%
ESTIMATED ASSESSABLE PROJECT COST:		62.41%	\$1,038,586.23	\$1,083,863.39	-\$45,277.16	-4.2%
ESTIMATED ERU'S:			143	143		
ESTIMATED ERU ASSESSMENT:			\$7,262.84	\$7,579.46	-\$316.62	-4.2%
CITY COSTS:						
ROADWAY:			\$27,839.67	\$71,270.68	-\$43,431.01	-60.9%
STORM SEWER:			\$205,485.09	\$186,647.51	\$18,837.58	10.1%
WATERMAIN:			\$392,235.57	\$169,433.76	\$222,801.81	131.5%
TOTAL CITY COST		37.59%	\$625,560.33	\$427,351.95	\$198,208.38	46.4%
ASSESSMENT SUMMARY						
ASSESSMENTS TO BENEFITTING PROPERTIES:			\$1,038,586.23	\$1,083,863.39	-\$45,277.16	-4.2%
ESTIMATED TOTAL PROJECT COST:		100.00%	\$1,664,146.56	\$1,511,215.34	\$152,931.22	10.1%

STAFF RECOMMENDATIONS

Staff recommends adoption of Resolution 2026-033 Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment for the 2026 Mill & Overlay Improvements Project Municipal Project No. 4426.

COUNCIL ACTION REQUESTED

Adopt Resolution 2026-033 Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment for the 2026 Mill & Overlay Improvements Project Municipal Project No. 4426.

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2026-033**

**A RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING
PREPARATION OF PROPOSED ASSESSMENT FOR THE 2026 MILL & OVERLAY
IMPROVEMENTS PROJECT, MUNICIPAL PROJECT NUMBER 4426**

WHEREAS, the Consulting City Engineer has been directed to proceed with Improvement No. 4426 described as the improvement of the following:

1. Joneswood Circle
2. Joneswood Drive
3. Joshua Tree Circle
4. Joshua Tree Drive
5. Knotty Pine Drive
6. Marble Road (West of Jasperwood Drive)
7. Cherrywood Drive
8. Timberlane Drive
9. Park Street
10. Woodland Drive

and the cost thereof has been determined to be \$1,664,146.56.

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

1. The portion of the cost of such improvement to be paid by the City of Baxter is hereby declared to be \$625,560.33, and the portion of the cost to be assessed against benefited property owners is declared to be \$1,038,586.23.
2. Assessments shall be payable in equal annual installments extending over a period of seven years for the 2026 mill and overlay project areas, the first of the installments to be payable on or before the first Monday in January, 2027 and shall bear interest at the rate of 6.75% from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the Consulting City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and the City Clerk shall file a copy of such proposed assessment in City Hall for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the council thereof.
5. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

Adopted by the Baxter City Council this 5th day of May, 2026.

CITY OF BAXTER, MINNESOTA

Darrel Olson
Mayor

ATTEST:

Kelly Steele
Assistant City Administrator/Clerk



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Other Business

Department Origination: Public Works

Agenda Item: Adopt Resolution 2026-034 for Hearing on Proposed Assessment for the 2026 Mill & Overlay Improvements Project Municipal Project No. 4426

Approval Required: Simple Majority Vote

BACKGROUND

In accordance with the requirements of Minnesota Statute 429, the City Council must conduct an Assessment Hearing on the making of the 2026 Mill & Overlay Project Municipal Project No. 4426. The project area includes the following roadways:

1. Joneswood Circle
2. Joneswood Drive
3. Joshua Tree Circle
4. Joshua Tree Drive
5. Knotty Pine Drive
6. Marble Road (West of Jasperwood Drive)
7. Cherrywood Drive
8. Timberlane Drive
9. Park Street
10. Woodland Drive

Public notice of the hearing will be published in the Brainerd Dispatch and the mailed to affected property owners. The Assessment Hearing is scheduled for 6:00 pm on Thursday, May 28, 2026.

The purpose of the assessment hearing is for the Council to receive input from property owners regarding questions or concerns with the actual special assessment being proposed.

FINANCIAL IMPLICATIONS

There are no immediate financial implications associated with the preparation of the assessment roll. The total estimated cost of the improvements is \$1,664,146.56. The portion of the cost to be paid by the City is estimated to be \$625,560.33 and the estimated portion of the cost to be assessed to the benefiting property owners is \$1,038,586.23.

STAFF RECOMMENDATIONS

Staff recommends adoption of Resolution 2026-034 for Hearing on Proposed Assessment for the 2026 Mill & Overlay Improvements Project Municipal Project No. 4426.

COUNCIL ACTION REQUESTED

Adopt Resolution 2026-034 for Hearing on Proposed Assessment for the 2026 Mill & Overlay Improvements Project Municipal Project No. 4426.

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2026-034**

**A RESOLUTION ORDERING A HEARING ON PROPOSED ASSESSMENT FOR THE
2026 MILL & OVERLAY IMPROVEMENTS PROJECT, MUNICIPAL PROJECT
NUMBER 4426**

WHEREAS, by a resolution passed by the council on May 5, 2026, the city clerk was directed to prepare a proposed assessment of the cost of Improvement No. 4426 the improvement of the following roadways:

1. Joneswood Circle
2. Joneswood Drive
3. Joshua Tree Circle
4. Joshua Tree Drive
5. Knotty Pine Drive
6. Marble Road (West of Jasperwood Drive)
7. Cherrywood Drive
8. Timberlane Drive
9. Park Street
10. Woodland Drive

WHEREAS, the clerk has notified the council that such proposed assessment has been completed and is on file in City Hall for public inspection.

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

1. A hearing shall be held at 6:00 p.m. or thereafter on Thursday, May 28, 2026 in the Baxter City Hall located at 13190 Memorywood Drive, Baxter, MN 56425 to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the city clerk shall state in the notice the total cost of the improvement. City clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Baxter, except that no interest shall be charged if the entire assessment is paid within 90 days from the adoption of the assessment. An owner may at any time thereafter, pay to the City of Baxter or Crow Wing County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31

of the succeeding year.

Adopted by the Baxter City Council this 5th day of May, 2026.

CITY OF BAXTER, MINNESOTA

Darrel Olson
Mayor

ATTEST:

Kelly Steele
Assistant City Administrator/Clerk



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026

Agenda Section: Other Business

Department Origination: Public Works

Agenda Item: Adopt Resolution 2026-035 Amending Resolution 2026-024 Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment for the 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Project, Municipal Project No. 4068

Approval Required: Simple Majority Vote

BACKGROUND

Resolution 2026-024 was adopted at the April 7th City Council Meeting. During preparation of the individual mailings for notification to property owners of the upcoming hearing, a Sewer Availability Charge (SAC) and a Water Availability Charge (WAC) were removed from one property. This action changed the amount to be assessed. Resolution 2026-024 identified \$1,841,205.00 as the amount to be assessed. The updated amount to be assessed based on the change noted previously is \$1,840,005.00. By adopting Resolution 2026-035, the amount will be formally updated.

This resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment is required as part of the Minnesota Statutes Chapter 429 Special Assessment Process.

FINANCIAL IMPLICATIONS

Total Project Costs (Budget) 04/07/2026

<u>Financial Summary</u>	<u>Current (As-Bid)</u>	<u>Feasibility Study</u>
Benefitting Property Assessments	\$1,840,005	\$1,921,005
City Cost	\$6,705,568	\$5,439,468
Total	\$8,545,573	\$7,360,473

Project Budget (current vs. Feasibility Report):

Construction	\$6,314,781.98
Additional Street Costs (Lynndale Lane)	\$193,989.50
Contingency (5%)	\$315,629.02
Quality Flow (Lift Station 27 Components)	\$58,650.00
True North Controls (Antenna/Path Study)	\$815.00
Pole for Lift Station 27	\$1,850.50
Prior Engineering	\$81,212.00
Prior Engineering (Feasibility Studies by Widseth in 2024/2025)	\$36,065.00
Engineering- Design, Construction, Geotechnical	\$1,202,152.00
Legal, Financing, Miscellaneous	\$174,803.00
Property Acquisition	\$77,025.00
Property Acquisition (Eminent Domain)	\$10,000.00
SAC/WAC	\$78,600.00

TOTAL

\$8,545,573.00

STAFF RECOMMENDATIONS

Staff recommends adopting Resolution 2026-035 Amending Resolution 2026-024 Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment for the 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Project, Municipal Project No. 4068.

COUNCIL ACTION REQUESTED

MOTION to adopt Resolution 2026-035 Amending Resolution 2026-024 Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment for the 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Project, Municipal Project No. 4068.

**CITY OF BAXTER
CROW WING COUNTY, MINNESOTA**

RESOLUTION NO. 2026-035

**RESOLUTION AMENDING CITY RESOLUTION 2026-024 TO UPDATE
DECLARATION OF COST TO BE ASSESSED FOR CITY PROJECT NO. 4068 – 2026
CLEARWATER ROAD, NORTH LYNNDALE AREA & BRENTWOOD CIRCLE
STREET & UTILITY IMPROVEMENTS**

WHEREAS, on April 7, 2026, the City Council adopted Resolution 2026-024 Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessment for the 2026 Clearwater Road, North Lynndale Area & Brentwood Circle Street & Utility Improvements Project, Municipal Project Number 4068; and

WHEREAS, Resolution 2026-024 included the incorrect dollar amount for the declaration of portion of costs to be assessed against benefitted property owners;

WHEREAS, the City Council wishes to amend Resolution No. 2026-024 to update and correct the dollar amount for the declaration of costs to be assessed against benefitted property owners;

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

1. The first paragraph of Resolution No. 2026-024 dated April 7, 2026 is amended to read:

The portion of the cost of such improvement to be paid by the City of Baxter is hereby declared to be \$6,705,568 and the portion of the cost to be assessed against benefitted property owners is declared to be \$1,840.005.

2. The remaining content of Resolution No. 2026-024 is otherwise unchanged and remains in full force and effect.

Adopted by the City Council of the City of Baxter, Minnesota, this 5th day of May, 2026.

Attest:

Darrel Olson, Mayor

Kelly Steele, City Clerk

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2026-024**

**A RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING
PREPARATION OF PROPOSED ASSESSMENT FOR THE 2026
CLEARWATER ROAD, NORTH LYNNDALE AREA AND BRENTWOOD
CIRCLE STREET AND UTILITY IMPROVEMENTS PROJECT, MUNICIPAL
PROJECT NUMBER 4068**

WHEREAS, the City Engineer and Consulting Engineer have been directed to proceed with Improvement No. 4068, the water, sanitary sewer, storm water, street, street lighting, and trail improvement of:

1. Oakwood Drive, from Welton Road to 400' southwest of Welton Road;
2. Clearwater Road, from Welton Road to Memorywood Drive;
3. Welton Road, from Clearwater Road to 200' north of Clearwater Road;
4. Northwoods Drive, from Clearwater Road to 200' south of Clearwater Road;
5. Lynndale Drive, from Clearwater Road to Woida Road;
6. Lynndale Lane;
7. Lynndale Court;
8. Brentwood Circle.

and the cost thereof has been determined to be \$8,545,573.

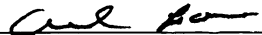
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BAXTER, MINNESOTA:

1. The portion of the cost of such improvement to be paid by the City of Baxter is hereby declared to be \$6,704,368 and the portion of the cost to be assessed against benefited property owners is declared to be \$1,841,205.
2. Assessments shall be payable in equal annual installments extending over a period of fifteen years, the first of the installments to be payable on or before the first Monday in January, 2027 and shall bear interest at the rate of six and three-fourths percent 6.75% from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer and Consulting Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and the City Clerk shall file a copy of such proposed assessment in City Hall for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the council thereof.
5. The City Council declares its official intent to reimburse itself for the costs of the

improvement from the proceeds of tax-exempt bonds.

Adopted by the Baxter City Council this 7th day of April, 2026.

CITY OF BAXTER, MINNESOTA



Darrel Olson
Mayor

ATTEST:


Kelly Steele
Assistant City Administrator/Clerk

SEAL



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026

Agenda Section: Other Business

Department Origination: Public Works

Agenda Item: Adopt Resolution No. 2026-036 Adopting Assessment for the 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Project, Municipal Project No. 4068

Approval Required: Simple Majority Vote

BACKGROUND

In accordance with the requirements of Minnesota Statute 429, the City Council conducted an Assessment Hearing on the making of Improvement 4068, 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Project on Monday May 4, 2026. The project includes the following roadways, and includes water, sanitary sewer, storm water, street, street lighting, and trail improvements:

1. Oakwood Drive, from Welton Road to 400' southwest of Welton Road;
2. Clearwater Road, from Welton Road to Memorywood Drive;
3. Welton Road, from Clearwater Road to 200' north of Clearwater Road;
4. Northwoods Drive, from Clearwater Road to 200' south of Clearwater Road;
5. Lynndale Drive, from Clearwater Road to Woida Road;
6. Lynndale Lane;
7. Lynndale Court;
8. Brentwood Circle.

Objections to the proposed assessment must be written, signed by the property owner, and presented to the City prior to or at the Assessment Hearing. Details related to the number of objections received for the project will be provided at the May 5th Council meeting. Pursuant to Minnesota Statute 429.081, a property owner has 30 days to file their appeal with the district court, up to June 4, 2026. With the Assessment Hearing concluded, Council does have the authority to adopt the assessment and proceed with the project. By adopting the assessments, it begins the 30-day period for any property owners who file an objection to file in district court.

A resolution Adopting Assessment is required to move the project forward following the Chapter 429 Special Assessment Process.

FINANCIAL IMPLICATIONS

There are no immediate financial implications associated with adopting the Assessment. A summary of the project costs by funding category is as follows:

Total Project Costs

<u>Financial Summary</u>	<u>Current</u>	<u>Feasibility Study</u>
Benefitting Property Assessments	\$1,840,005	\$1,921,005
City Cost	\$6,705,568	\$5,439,468
Total	\$8,545,573	\$7,360,473

STAFF RECOMMENDATIONS

Staff recommends adopting Resolution No. 2026-036 Adopting Assessment for the 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Project, Municipal Project No. 4068.

COUNCIL ACTION REQUESTED

MOTION to adopt Resolution No. 2026-036 Adopting Assessment for the 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Project, Municipal Project No. 4068.

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2026-036**

**A RESOLUTION ADOPTING ASSESSMENT FOR THE 2026 CLEARWATER
ROAD, NORTH LYNNDALE AREA AND BRENTWOOD CIRCLE STREET
AND UTILITY IMPROVEMENTS PROJECT, MUNICIPAL PROJECT
NUMBER 4068**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for Improvement No. 4068, the water, sanitary sewer, storm water, street, street lighting, and trail improvement of:

1. Oakwood Drive, from Welton Road to 400' southwest of Welton Road;
2. Clearwater Road, from Welton Road to Memorywood Drive;
3. Welton Road, from Clearwater Road to 200' north of Clearwater Road;
4. Northwoods Drive, from Clearwater Road to 200' south of Clearwater Road;
5. Lynndale Drive, from Clearwater Road to Woida Road;
6. Lynndale Lane;
7. Lynndale Court;
8. Brentwood Circle.

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

Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

Such assessment shall be payable in equal annual installments extending over a period of fifteen years, the first of the installments to be payable on or before the first Monday in January 2027, and shall bear interest at the rate of 6.75% percent from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments. Undeveloped R-1 or RS zoned parcels immediately adjacent to a R-1 or RS Improved Parcel with the same ownership resulting in more than one assessment for the Public Improvements will be assessed for the Public Improvements to the Improved Parcel and the undeveloped adjacent parcel (s) will be eligible for deferred assessment with interest of \$1 annually for up to 15 years. The deferred assessment shall be amortized over 15 years with the first installment payable on or before the first Monday in January 2042. The deferred assessment may expire earlier than 15 years and be payable if the undeveloped lot is developed or ownership changes.

The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment

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

It is hereby declared to be the intention of the council to reimburse itself in the future for the portion of the cost of this improvement paid for from municipal funds by levying additional assessments, on notice and hearing as provided for the assessments herein made, upon any properties abutting on the improvement by not herein assessed for the improvement when changed condition relating to such properties make such assessment feasible in accordance with Minnesota Statute 429.051.

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

Adopted by the Baxter City Council this 5th day of May, 2026.

CITY OF BAXTER, MINNESOTA

Darrel Olson
Mayor

ATTEST:

Kelly Steele
Assistant City Administrator/Clerk

SEAL

CPF 4068 2026 Clearwater Road, North Lynndale Area and Brentwood Circle
Street and Utility Improvements Project Special Assessment Roll
5/5/2026

Parcel	Special Assessment	Parcel	Special Assessment	Parcel	Special Assessment
40010506	\$ 20,850.00	40010797	\$ 20,850.00	40140680	\$ 14,355.00
40010536	20,850.00	40010798	20,850.00	40140681	14,355.00
40010755	20,850.00	40010799	20,850.00	40140682	14,355.00
40010756	20,850.00	40010800	20,850.00	40140683	14,355.00
40010757	20,850.00	40010801	20,850.00	40140684	14,355.00
40010758	20,850.00	40010867	40,500.00	40140685	14,355.00
40010759	20,850.00	40010877	20,850.00	40140686	14,355.00
40010760	20,850.00	40010878	20,850.00	40140687	14,355.00
40010761	20,850.00	40010879	20,850.00		
40010762	20,850.00	40020542	20,850.00		
40010763	20,850.00	40020543	19,650.00		
40010764	20,850.00	40020625	19,650.00		
40010765	20,850.00	40020626	19,650.00		
40010766	20,850.00	40020627	19,650.00		
40010767	19,650.00	40020628	19,650.00		
40010768	20,850.00	40020629	19,650.00		
40010769	20,850.00	40020630	20,850.00		
40010770	39,300.00	40020631	20,850.00		
40010771	20,850.00	40020709	20,850.00		
40010772	20,850.00	40020710	20,850.00		
40010773	20,850.00	40020711	20,850.00		
40010774	20,850.00	40020712	20,850.00		
40010775	20,850.00	40020713	19,650.00		
40010776	20,850.00	40020716	19,650.00		
40010777	20,850.00	40020719	20,850.00		
40010778	20,850.00	40020720	19,650.00		
40010779	20,850.00	40020721	19,650.00		
40010780	20,850.00	40020722	19,650.00		
40010781	20,850.00	40020723	20,850.00		
40010782	20,850.00	40020724	19,650.00		
40010783	19,650.00	40020725	19,650.00		
40010784	20,850.00	40020787	20,850.00		
40010785	40,500.00	40020788	20,850.00		
40010786	20,850.00	40020789	39,300.00		
40010787	20,850.00	40020790	19,650.00		
40010791	20,850.00	40020793	20,850.00		
40010792	20,850.00	40020794	20,850.00		
40010794	40,500.00	40140677	14,355.00		
40010795	20,850.00	40140678	14,355.00		
40010796	20,850.00	40140679	14,355.00		
			Total	\$ 1,840,005.00	



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Adopt Resolution No. 2026-037 Accepting Bid and Awarding Contract to RL Larson Excavating, Inc. for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Utility & Street Improvements Project, Municipal Project No. 4068

Approval Required: Simple Majority Vote

BACKGROUND

Plans for the project were presented at the January 7th Utility Commission meeting, and at the February 4th City Council Meeting. A Resolution was passed at the February 4th Council Meeting Approving Plans and Specifications and Ordering Advertisement for Bids.

Pursuant to authority of the City Council and after proper legal advertisement, bids for the above referenced project were obtained at 11:00 A.M., in Baxter City Hall on Tuesday March 10, 2026.

The following six (6) bids were received:

Contractor:	Bid Amount:
RL Larson Excavating, Inc.	\$6,314,781.98
J.R. Ferche, Inc.	\$6,469,701.91
Ryan Contracting Co.	\$6,700,169.40
Geislinger & Sons	\$7,542,963.91
Kuechle Underground, Inc.	\$7,555,954.21
Meyer Contracting, Inc.	\$8,017,705.76

RL Larson Excavating, Inc. of St. Cloud, Minnesota is the lowest responsible bidder in the amount of \$6,314,781.98 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Utility & Street Improvements Project, Municipal Project No. 4068. A letter noting the Recommendation of Award to RL Larson Excavating, Inc. is included as an attachment.

The total project cost estimate identified below in the Financial Implications section is based on the as-bid construction costs, costs to date, and soft cost projections. The Assessment Hearing is scheduled for May 4, 2026 at 6:00 pm. A resolution to adopt assessments is being presented to City Council for action at the May 5th Council Meeting.

FINANCIAL IMPLICATIONS

The Project Budget was adopted at the Council Meeting on April 7, 2026.

Project Budget: (April 7, 2026)

Construction	\$6,314,781.98
Additional Street Costs (Lynndale Lane)	\$193,989.50
Contingency (5%)	\$315,629.02
Quality Flow (Lift Station 27 Components)	\$58,650.00
True North Controls (Antenna/Path Study)	\$815.00

Pole for Lift Station 27	\$1,850.50
Prior Engineering	\$81,212.00
Prior Engineering (Feasibility Studies by Widseth in 2024/2025)	\$36,065.00
Engineering- Design, Construction, Geotechnical	\$1,202,152.00
Legal, Financing, Miscellaneous	\$174,803.00
Property Acquisition	\$77,025.00
Property Acquisition (Eminent Domain)	\$10,000.00
SAC/WAC	\$78,600.00
TOTAL	\$8,545,573.00

<u>Financial Summary</u>	<u>Current</u>	<u>Feasibility Study</u>
Benefitting Property Assessments	\$1,840,005	\$1,921,005
City Cost	\$6,705,568	\$5,439,468
Total	\$8,545,573	\$7,360,473

STAFF RECOMMENDATIONS

Staff recommends adoption of Resolution No. 2026-037 Accepting Bid and Awarding Contract to RL Larson Excavating, Inc. for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Utility & Street Improvements Project, Municipal Project No. 4068.

COUNCIL ACTION REQUESTED

MOTION to adopt Resolution No. 2026-037 Accepting Bid and Awarding Contract to RL Larson Excavating, Inc. for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Utility & Street Improvements Project, Municipal Project No. 4068.

**CITY OF BAXTER, MINNESOTA
RESOLUTION NO. 2026-037**

**RESOLUTION ACCEPTING BID FOR THE 2026 CLEARWATER ROAD, NORTH
LYNNDALE AREA, AND BRENTWOOD CIRCLE UTILITY & STREET
IMPROVEMENTS PROJECT, MUNICIPAL PROJECT NO. 4068**

WHEREAS, pursuant to an advertisement for bids for Municipal Improvement No. 4068, the water, sanitary sewer, storm water, street, street lighting, and trail improvement of:

1. Oakwood Drive, from Welton Road to 400' southwest of Welton Road
2. Clearwater Road, from Welton Road to Memorywood Drive
3. Welton Road, from Clearwater Road to 200' north of Clearwater Road
4. Northwoods Drive, from Clearwater Road to 200' south of Clearwater Road
5. Lynndale Drive
6. Lynndale Lane
7. Lynndale Court
8. Brentwood Circle

AND WHEREAS, Bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

RL Larson Excavating, Inc.	\$6,314,781.98
J.R. Ferche, Inc.	\$6,469,701.91
Ryan Contracting Co.	\$6,700,169.40
Geislinger & Sons	\$7,542,963.91
Kuechle Underground, Inc.	\$7,555,954.21
Meyer Contracting, Inc.	\$8,017,705.76

AND WHEREAS, it appears that RL Larson of St. Cloud, MN is the lowest responsible bidder.

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

The mayor and clerk are hereby authorized and directed to enter into a contract with RL Larson Excavating, Inc. in the name of the City of Baxter for the improvement of:

1. Oakwood Drive, from Welton Road to 400' southwest of Welton Road
2. Clearwater Road, from Welton Road to Memorywood Drive
3. Welton Road, from Clearwater Road to 200' north of Clearwater Road
4. Northwoods Drive, from Clearwater Road to 200' south of Clearwater Road
5. Lynndale Court
6. Lynndale Lane
7. Lynndale Drive

8. Brentwood Circle

according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.

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

Whereupon, said Resolution is hereby declared adopted on this 5th day of May, 2026.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal



Building a Better World
for All of Us®

Item 17.

April 28, 2026

RE: Baxter, Minnesota
2026 Clearwater Road, North Lynndale
Area, and Brentwood Circle Utility &
Street Improvements
SEH No. BAXTE 184519 14.00
City No. 4068

Honorable Mayor, City Council, and Members of the Utility Commission
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

Dear Mayor, City Council, and Utility Commission:

Bids were opened at City Hall at 11:00 a.m. on March 10, 2026, for the above-referenced improvement. A total of 6 bids were received ranging between \$6,314,781.98 and \$8,017,705.76. The low bid was submitted by R.L. Larson Excavating, Inc. of St. Cloud, Minnesota in the amount of \$6,314,781.98. A complete tabulation of bids is enclosed.

We know of no reason the project should not be awarded to the low bidder for the amount of \$6,314,781.98.

Please contact me if you have any questions.

Sincerely,

Neil Heinonen, PE
Project Manager
(Lic. MN)

mrh

Enclosure

c: Scott Hedlund, SEH
Trevor Walter, City of Baxter

x:\ae\b\baxte\184519\1-gen\14-corr\2026.04.28 I owner recommend award.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 13850 Bluestem Court, Suite 150, Baxter, MN 56425-6005

218.855.1700 | 866.852.8880 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



TABULATION OF BIDS

SEH NO.: BAXTE 184519
CITY NO.: 4068
NAME: 2026 CLEARWATER ROAD, NORTH LYNNDALE AREA, AND BRENTWOOD CIRCLE UTILITY & STREET IMPROVEMENTS
OWNER: CITY OF BAXTER
BID DATE: 11:00 A.M., TUESDAY, MARCH 10, 2026

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 RL LARSON		2 J.R. FERCHE		3 RYAN CONTRACTING		4 GEISLINGER & SONS		5 KUECHLE UNDERGROUND		6 MEYER CONTRACTING	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
STREET																	
1	MOBILIZATION	LUMP SUM	1.00	\$175,000.00	\$175,000.00	\$200,000.00	\$200,000.00	\$230,000.00	\$230,000.00	\$200,000.00	\$200,000.00	\$354,000.00	\$354,000.00	\$200,000.00	\$200,000.00	\$804,000.00	\$804,000.00
2	TRAFFIC CONTROL (CLEARWATER AREA)	LUMP SUM	1.00	\$10,000.00	\$10,000.00	\$3,270.00	\$3,270.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$2,900.00	\$2,900.00	\$3,100.00	\$3,100.00
3	TRAFFIC CONTROL (LYNNDALE AREA)	LUMP SUM	1.00	\$10,000.00	\$10,000.00	\$2,850.00	\$2,850.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00
4	TRAFFIC CONTROL (BRENTWOOD AREA)	LUMP SUM	1.00	\$5,000.00	\$5,000.00	\$474.50	\$474.50	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$500.00	\$500.00	\$400.00	\$400.00	\$450.00	\$450.00
5	CLEARING AND GRUBBING	ACRE	0.77	\$10,000.00	\$7,700.00	\$10,500.00	\$8,085.00	\$11,000.00	\$8,470.00	\$12,000.00	\$9,240.00	\$10,000.00	\$7,700.00	\$19,000.00	\$14,630.00	\$10,000.00	\$7,700.00
6	CLEARING AND GRUBBING	TREE	97.00	\$700.00	\$67,900.00	\$843.50	\$81,819.50	\$1,000.00	\$97,000.00	\$800.00	\$77,600.00	\$800.00	\$77,600.00	\$400.00	\$38,800.00	\$700.00	\$67,900.00
7	GRUBBING	ACRE	0.37	\$500.00	\$185.00	\$6,320.00	\$2,338.40	\$6,600.00	\$2,442.00	\$6,000.00	\$2,220.00	\$5,000.00	\$1,850.00	\$19,000.00	\$7,030.00	\$5,000.00	\$1,850.00
8	TREE TRIMMING/PRUNING	HOURL	35.00	\$200.00	\$7,000.00	\$263.50	\$9,222.50	\$575.00	\$20,125.00	\$300.00	\$10,500.00	\$250.00	\$8,750.00	\$100.00	\$3,500.00	\$450.00	\$15,750.00
9	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1,261.00	\$4.00	\$5,044.00	\$3.20	\$4,035.20	\$2.50	\$3,152.50	\$6.00	\$7,566.00	\$5.00	\$6,305.00	\$5.00	\$6,305.00	\$1.80	\$2,269.80
10	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	262.00	\$6.00	\$1,572.00	\$7.30	\$1,912.60	\$6.00	\$1,572.00	\$10.00	\$2,620.00	\$6.00	\$1,572.00	\$6.00	\$1,572.00	\$5.25	\$1,375.50
11	SALVAGE ADDRESS SIGN	EACH	79.00	\$10.00	\$790.00	\$15.80	\$1,248.20	\$20.00	\$1,580.00	\$25.00	\$1,975.00	\$30.00	\$2,370.00	\$15.00	\$1,185.00	\$15.00	\$1,185.00
12	SALVAGE STREET SIGN ASSEMBLY	EACH	10.00	\$55.00	\$550.00	\$63.20	\$632.00	\$85.00	\$850.00	\$30.00	\$300.00	\$60.00	\$600.00	\$75.00	\$750.00	\$75.00	\$750.00
13	SALVAGE SIGN	EACH	1.00	\$50.00	\$50.00	\$52.70	\$52.70	\$170.00	\$170.00	\$50.00	\$50.00	\$50.00	\$50.00	\$150.00	\$150.00	\$150.00	\$150.00
14	SALVAGE MAILBOX & REMOVE SUPPORT	EACH	79.00	\$30.00	\$2,370.00	\$36.90	\$2,915.10	\$40.00	\$3,160.00	\$75.00	\$5,925.00	\$75.00	\$5,925.00	\$35.00	\$2,765.00	\$35.00	\$2,765.00
15	SALVAGE DELINIATOR	EACH	8.00	\$40.00	\$320.00	\$52.70	\$421.60	\$50.00	\$400.00	\$100.00	\$800.00	\$75.00	\$600.00	\$40.00	\$320.00	\$40.00	\$320.00
16	SALVAGE BOULDER	EACH	3.00	\$100.00	\$300.00	\$800.00	\$2,400.00	\$150.00	\$450.00	\$200.00	\$600.00	\$50.00	\$150.00	\$182.00	\$546.00	\$259.60	\$778.80
17	SALVAGE FENCE	LIN FT	94.00	\$30.00	\$2,820.00	\$29.70	\$2,791.80	\$31.00	\$2,914.00	\$30.00	\$2,820.00	\$6.00	\$564.00	\$6.00	\$564.00	\$28.19	\$2,649.86
18	SALVAGE CASTING	EACH	2.00	\$150.00	\$300.00	\$277.50	\$555.00	\$200.00	\$400.00	\$150.00	\$300.00	\$250.00	\$500.00	\$65.00	\$130.00	\$157.18	\$314.36
19	SALVAGE HYDRANT	EACH	3.00	\$300.00	\$900.00	\$977.00	\$2,931.00	\$650.00	\$1,950.00	\$800.00	\$2,400.00	\$175.00	\$525.00	\$660.00	\$1,980.00	\$871.86	\$2,615.58
20	REMOVE SIGN	EACH	26.00	\$55.00	\$1,430.00	\$52.70	\$1,370.20	\$66.00	\$1,716.00	\$25.00	\$650.00	\$50.00	\$1,300.00	\$60.00	\$1,560.00	\$60.00	\$1,560.00
21	REMOVE LIGHT POLE	EACH	9.00	\$375.00	\$3,375.00	\$527.00	\$4,743.00	\$600.00	\$5,400.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00
22	REMOVE STORM SEWER PIPE	LIN FT	91.00	\$20.00	\$1,820.00	\$16.10	\$1,465.10	\$12.00	\$1,092.00	\$15.00	\$1,365.00	\$35.00	\$3,185.00	\$18.00	\$1,638.00	\$27.91	\$2,539.81
23	REMOVE STORM SEWER STRUCTURE	EACH	3.00	\$500.00	\$1,500.00	\$480.00	\$1,440.00	\$650.00	\$1,950.00	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	\$450.00	\$1,350.00	\$586.19	\$1,758.57
24	REMOVE BITUMINOUS PAVEMENT	SQ YD	27,554.00	\$3.00	\$82,662.00	\$4.20	\$115,726.80	\$3.10	\$85,417.40	\$5.00	\$137,770.00	\$2.75	\$75,773.50	\$1.25	\$34,442.50	\$4.14	\$114,073.56
25	REMOVE BITUMINOUS DRIVEWAY / TRAIL PAVEMENT	SQ YD	6,646.00	\$5.00	\$33,230.00	\$3.60	\$23,925.60	\$3.60	\$23,925.60	\$8.00	\$53,168.00	\$3.25	\$21,599.50	\$2.35	\$15,618.10	\$4.42	\$29,375.32
26	REMOVE CONCRETE PAVEMENT	SQ YD	375.00	\$25.00	\$9,375.00	\$5.80	\$2,175.00	\$10.00	\$3,750.00	\$10.00	\$3,750.00	\$10.00	\$3,750.00	\$3.45	\$1,293.75	\$15.65	\$5,868.75
27	REMOVE CONCRETE SIDEWALK	SQ YD	56.00	\$10.00	\$560.00	\$17.40	\$974.40	\$12.00	\$672.00	\$10.00	\$560.00	\$20.00	\$1,120.00	\$11.50	\$644.00	\$8.09	\$453.04
28	REMOVE CONCRETE CURB & GUTTER	LIN FT	256.00	\$15.00	\$3,840.00	\$2.90	\$742.40	\$9.00	\$2,304.00	\$10.00	\$2,560.00	\$5.00	\$1,280.00	\$2.85	\$729.60	\$10.79	\$2,762.24
29	REMOVE FORCEMAIN	LIN FT	925.00	\$10.00	\$9,250.00	\$9.40	\$8,695.00	\$25.00	\$23,125.00	\$10.00	\$9,250.00	\$23.00	\$21,275.00	\$13.00	\$12,025.00	\$21.80	\$20,165.00
30	REMOVE WATERMAIN	LIN FT	465.00	\$17.00	\$7,905.00	\$8.70	\$4,045.50	\$25.00	\$11,625.00	\$10.00	\$4,650.00	\$23.00	\$10,695.00	\$8.00	\$3,720.00	\$8.72	\$4,054.80
31	REMOVE VALVE	EACH	6.00	\$100.00	\$600.00	\$651.50	\$3,909.00	\$620.00	\$3,720.00	\$800.00	\$4,800.00	\$75.00	\$450.00	\$150.00	\$900.00	\$218.15	\$1,308.90
32	REMOVE EXISTING WATER SERVICE	LIN FT	503.00	\$5.00	\$2,515.00	\$5.40	\$2,716.20	\$25.00	\$12,575.00	\$10.00	\$5,030.00	\$23.00	\$11,569.00	\$6.00	\$3,018.00	\$8.82	\$4,436.46
33	REMOVE CLEANOUT	EACH	1.00	\$200.00	\$200.00	\$325.50	\$325.50	\$250.00	\$250.00	\$150.00	\$150.00	\$325.00	\$325.00	\$150.00	\$150.00	\$351.49	\$351.49
34	EXCAVATION-COMMON (EV)(P)	CU YD	22,379.00	\$15.00	\$335,685.00	\$18.80	\$420,725.20	\$24.00	\$537,096.00	\$20.00	\$447,580.00	\$28.00	\$626,612.00	\$8.65	\$193,578.35	\$14.49	\$324,271.71
35	COMMON EMBANKMENT (CV)(P)	CU YD	6,962.00	\$7.50	\$52,215.00	\$13.50	\$93,987.00	\$6.20	\$43,164.40	\$5.00	\$34,810.00	\$8.00	\$55,696.00	\$9.75	\$67,879.50	\$20.87	\$145,296.94
36	CONSTRUCT TEMPORARY ACCESS ROAD	LUMP SUM	1.00	\$10,000.00	\$10,000.00	\$5,200.00	\$5,200.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$6,500.00	\$6,500.00	\$22,108.36	\$22,108.36
37	DEWATERING (CLEARWATER AREA)	LUMP SUM	1.00	\$170,000.00	\$170,000.00	\$485,000.00	\$485,000.00	\$300,000.00	\$300,000.00	\$400,000.00	\$400,000.00	\$515,000.00	\$515,000.00	\$450,000.00	\$450,000.00	\$417,015.50	\$417,015.50
38	DEWATERING (LYNNDALE AREA)	LUMP SUM	1.00	\$210,000.00	\$210,000.00	\$403,000.00	\$403,000.00	\$510,000.00	\$510,000.00	\$350,000.00	\$350,000.00	\$483,000.00	\$483,000.00	\$400,000.00	\$400,000.00	\$358,825.92	\$358,825.92
39	DEWATERING (BRENTWOOD AREA)	LUMP SUM	1.00	\$5,000.00	\$5,000.00	\$1.10	\$1.10	\$0.01	\$0.01	\$1.00	\$1.00	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
40	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	60.00	\$200.00	\$12,000.00	\$185.00	\$11,100.00	\$180.00	\$10,800.00	\$140.00	\$8,400.00	\$200.00	\$12,000.00	\$200.00	\$12,000.00	\$185.00	\$11,100.00
41	CONSTRUCTION WATER	PER 1000 GAL	1,950.00	\$30.00	\$58,500.00	\$30.00	\$58,500.00	\$0.01	\$19.50	\$10.00	\$19,500.00	\$25.00	\$48,750.00	\$35.00	\$68,250.00	\$52.70	\$102,765.00
42	CALCIUM CHLORIDE SOLUTION	GAL	7,410.00	\$5.00	\$37,050.00	\$2.00	\$14,820.00	\$2.70	\$20,007.00	\$1.50	\$11,115.00	\$4.50	\$33,345.00	\$2.40	\$17,784.00	\$2.71	\$20,081.10
43	AGGREGATE SURFACING, CLASS 5	TON	30.00	\$60.00	\$1,800.00	\$28.30	\$849.00	\$33.00	\$990.00	\$40.00	\$1,200.00	\$28.00	\$840.00	\$32.00	\$960.00	\$42.29	\$1,268.70
44	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	4,014.00	\$30.00	\$120,420.00	\$49.60	\$199,094.40	\$50.00	\$200,700.00	\$40.00	\$160,560.00	\$45.00	\$180,630.00	\$44.00	\$176,616.00	\$30.30	\$121,624.20



TABULATION OF BIDS

SEH NO.: BAXTE 184519
CITY NO.: 4068
NAME: 2026 CLEARWATER ROAD, NORTH LYNNDALE AREA, AND BRENTWOOD CIRCLE UTILITY & STREET IMPROVEMENTS
OWNER: CITY OF BAXTER
BID DATE: 11:00 A.M., TUESDAY, MARCH 10, 2026

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 RL LARSON		2 J.R. FERCHÉ		3 RYAN CONTRACTING		4 GEISLINGER & SONS		5 KUECHLE UNDERGROUND		6 MEYER CONTRACTING	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
45	AGGREGATE BASE (CV) CLASS 5 (P) (TRAIL)	CU YD	636.00	\$45.00	\$28,620.00	\$72.40	\$46,046.40	\$66.00	\$41,976.00	\$40.00	\$25,440.00	\$59.00	\$37,524.00	\$45.40	\$28,874.40	\$49.30	\$31,354.80
46	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	477.00	\$115.00	\$54,855.00	\$87.50	\$41,737.50	\$92.00	\$43,884.00	\$83.00	\$39,591.00	\$83.00	\$39,591.00	\$83.00	\$39,591.00	\$83.00	\$39,591.00
47	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	1,999.00	\$90.00	\$179,910.00	\$83.30	\$166,516.70	\$88.00	\$175,912.00	\$79.00	\$157,921.00	\$79.00	\$157,921.00	\$79.00	\$157,921.00	\$79.38	\$158,680.62
48	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,C)	TON	2,665.00	\$85.00	\$226,525.00	\$75.90	\$202,273.50	\$79.50	\$211,867.50	\$72.00	\$191,880.00	\$72.00	\$191,880.00	\$72.00	\$191,880.00	\$72.34	\$192,786.10
49	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,103.00	\$3.50	\$3,860.50	\$3.20	\$3,529.60	\$3.50	\$3,860.50	\$3.00	\$3,309.00	\$3.00	\$3,309.00	\$3.00	\$3,309.00	\$3.01	\$3,320.03
50	BITUMINOUS STREET RESTORATION	SQ YD	103.00	\$80.00	\$8,240.00	\$64.30	\$6,622.90	\$68.00	\$7,004.00	\$71.00	\$7,313.00	\$86.00	\$8,858.00	\$67.00	\$6,901.00	\$87.83	\$9,046.49
51	BITUMINOUS DRIVEWAY RESTORATION (RESIDENTIAL)	SQ YD	3,659.00	\$40.00	\$146,360.00	\$27.40	\$100,256.60	\$23.00	\$84,157.00	\$30.00	\$109,770.00	\$25.00	\$91,475.00	\$32.00	\$117,088.00	\$35.26	\$129,016.34
52	BITUMINOUS DRIVEWAY RESTORATION (COMMERCIAL)	SQ YD	166.00	\$50.00	\$8,300.00	\$67.50	\$11,205.00	\$62.00	\$10,292.00	\$66.00	\$10,956.00	\$61.00	\$10,126.00	\$65.00	\$10,790.00	\$73.85	\$12,259.10
53	6" CONCRETE DRIVEWAY RESTORATION (RESIDENTIAL)	SQ YD	360.00	\$90.00	\$32,400.00	\$83.40	\$30,024.00	\$102.00	\$36,720.00	\$100.00	\$36,000.00	\$77.00	\$27,720.00	\$77.00	\$27,720.00	\$90.20	\$32,472.00
54	6" CONCRETE WALK	SQ FT	298.00	\$20.00	\$5,960.00	\$20.10	\$5,989.80	\$20.00	\$5,960.00	\$15.00	\$4,470.00	\$19.00	\$5,662.00	\$15.00	\$4,470.00	\$18.64	\$5,554.72
55	TRUNCATED DOMES	SQ FT	171.00	\$85.00	\$14,535.00	\$74.80	\$12,790.80	\$75.00	\$12,825.00	\$85.00	\$14,535.00	\$71.00	\$12,141.00	\$85.00	\$11,115.00	\$70.89	\$12,122.19
56	CONCRETE CURB & GUTTER, DESIGN B624	LIN FT	482.00	\$30.00	\$14,460.00	\$39.00	\$18,798.00	\$35.00	\$16,870.00	\$40.00	\$19,280.00	\$37.00	\$17,834.00	\$30.00	\$14,460.00	\$47.75	\$23,015.50
57	8" CONCRETE VALLEY GUTTER	SQ YD	21.00	\$150.00	\$3,150.00	\$102.00	\$2,142.00	\$120.00	\$2,520.00	\$130.00	\$2,730.00	\$97.00	\$2,037.00	\$101.00	\$2,121.00	\$122.90	\$2,580.90
58	REINFORCEMENT BARS (EPOXY)	LIN FT	1,000.00	\$5.00	\$5,000.00	\$0.70	\$700.00	\$3.50	\$3,500.00	\$5.00	\$5,000.00	\$0.70	\$700.00	\$3.00	\$3,000.00	\$3.04	\$3,040.00
59	REINSTALL FENCE	LIN FT	94.00	\$50.00	\$4,700.00	\$61.20	\$5,752.80	\$65.00	\$6,110.00	\$60.00	\$5,640.00	\$11.00	\$1,034.00	\$11.00	\$1,034.00	\$58.07	\$5,458.58
60	FURNISH AND INSTALL LIGHTING UNIT (INCLUDES POLE)	EACH	14.00	\$2,200.00	\$30,800.00	\$1,450.00	\$20,300.00	\$1,625.00	\$22,750.00	\$1,375.00	\$19,250.00	\$1,375.00	\$19,250.00	\$1,375.00	\$19,250.00	\$1,375.00	\$19,250.00
61	LINE EXTENSION (ELECTRICAL SERVICE TO LIGHT)	LIN FT	1,200.00	\$14.00	\$16,800.00	\$7.40	\$8,880.00	\$8.00	\$9,600.00	\$7.00	\$8,400.00	\$7.00	\$8,400.00	\$7.00	\$8,400.00	\$7.00	\$8,400.00
62	INSTALL SALVAGED LIGHTING UNIT ON NEW POLE	EACH	4.00	\$1,400.00	\$5,600.00	\$896.00	\$3,584.00	\$1,100.00	\$4,400.00	\$850.00	\$3,400.00	\$850.00	\$3,400.00	\$850.00	\$3,400.00	\$850.00	\$3,400.00
63	DIRECTIONAL DRILL ELECTRICAL LINE EXTENSION	LIN FT	75.00	\$14.50	\$1,087.50	\$15.30	\$1,147.50	\$16.00	\$1,200.00	\$14.50	\$1,087.50	\$14.50	\$1,087.50	\$14.50	\$1,087.50	\$14.50	\$1,087.50
64	INSTALL SALVAGED STREET BLADE ASSEMBLY	EACH	10.00	\$250.00	\$2,500.00	\$342.50	\$3,425.00	\$265.00	\$2,650.00	\$176.00	\$1,760.00	\$325.00	\$3,250.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00
65	INSTALL SALVAGED SIGN	EACH	1.00	\$200.00	\$200.00	\$290.00	\$290.00	\$165.00	\$165.00	\$275.00	\$275.00	\$275.00	\$275.00	\$150.00	\$150.00	\$150.00	\$150.00
66	TEMPORARY MAIL SERVICE	LUMP SUM	1.00	\$3,500.00	\$3,500.00	\$527.00	\$527.00	\$550.00	\$550.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$500.00	\$500.00	\$500.00	\$500.00
67	MAILBOX SUPPORT	EACH	79.00	\$130.00	\$10,270.00	\$116.00	\$9,164.00	\$145.00	\$11,455.00	\$50.00	\$3,950.00	\$155.00	\$12,245.00	\$110.00	\$8,690.00	\$110.00	\$8,690.00
68	MAILBOX (MATCH COLOR)	EACH	16.00	\$50.00	\$800.00	\$52.70	\$843.20	\$55.00	\$880.00	\$50.00	\$800.00	\$55.00	\$880.00	\$50.00	\$800.00	\$50.00	\$800.00
69	INSTALL SALVAGED ADDRESS SIGN	EACH	77.00	\$25.00	\$1,925.00	\$42.20	\$3,249.40	\$45.00	\$3,465.00	\$75.00	\$5,775.00	\$110.00	\$8,470.00	\$40.00	\$3,080.00	\$40.00	\$3,080.00
70	SIGN TYPE C (INCLUDES POST)	SQ FT	202.00	\$65.00	\$13,130.00	\$77.00	\$15,554.00	\$65.00	\$13,130.00	\$55.00	\$11,110.00	\$73.00	\$14,746.00	\$65.00	\$13,130.00	\$55.00	\$11,110.00
71	ELECTRICAL SERVICE TO DYNAMIC SPEED LIMIT SIGN	EACH	2.00	\$4,600.00	\$9,200.00	\$1,950.00	\$3,900.00	\$2,300.00	\$4,600.00	\$2,350.00	\$4,700.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00	\$2,350.00	\$4,700.00
72	VEHICLE SPEED FEEDBACK SIGN	EACH	2.00	\$12,000.00	\$24,000.00	\$9,400.00	\$18,800.00	\$10,500.00	\$21,000.00	\$8,915.00	\$17,830.00	\$9,000.00	\$18,000.00	\$11,000.00	\$22,000.00	\$8,915.00	\$17,830.00
73	DELINEATOR W/ POST (BLACK AND WHITE)	EACH	5.00	\$150.00	\$750.00	\$163.50	\$817.50	\$150.00	\$750.00	\$175.00	\$875.00	\$155.00	\$775.00	\$125.00	\$625.00	\$125.00	\$625.00
74	INSTALL GV OR MH MARKERS	EACH	4.00	\$120.00	\$480.00	\$422.50	\$1,690.00	\$165.00	\$660.00	\$125.00	\$500.00	\$200.00	\$800.00	\$400.00	\$1,600.00	\$125.00	\$500.00
75	4" SOLID LINE PAINT	LIN FT	5,530.00	\$0.50	\$2,765.00	\$0.30	\$1,659.00	\$0.35	\$1,935.50	\$0.30	\$1,659.00	\$0.30	\$1,659.00	\$1.00	\$5,530.00	\$0.30	\$1,659.00
76	4" BROKEN LINE PAINT	LIN FT	1,490.00	\$0.50	\$745.00	\$0.30	\$447.00	\$0.35	\$521.50	\$0.30	\$447.00	\$0.30	\$447.00	\$1.25	\$1,862.50	\$0.30	\$447.00
77	4" DOUBLE SOLID LINE PAINT	LIN FT	3,320.00	\$1.00	\$3,320.00	\$0.60	\$1,992.00	\$0.70	\$2,324.00	\$0.60	\$1,992.00	\$0.60	\$1,992.00	\$1.25	\$4,150.00	\$0.60	\$1,992.00
78	8" SOLID LINE PAINT	LIN FT	271.00	\$1.00	\$271.00	\$6.30	\$1,707.30	\$7.00	\$1,897.00	\$6.00	\$1,626.00	\$6.00	\$1,626.00	\$3.00	\$813.00	\$6.00	\$1,626.00
79	16" DOUBLE LEAF CHAIN LINK GATE	EACH	1.00	\$3,000.00	\$3,000.00	\$2,790.00	\$2,790.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,650.00	\$2,650.00
80	4" CHAIN LINK FENCE	LIN FT	293.00	\$50.00	\$14,650.00	\$71.10	\$20,832.30	\$75.00	\$21,975.00	\$68.00	\$19,924.00	\$33.00	\$9,669.00	\$32.70	\$9,581.10	\$67.46	\$19,765.78
81	INSTALL SALVAGED CASTING	EACH	2.00	\$300.00	\$600.00	\$513.50	\$1,027.00	\$450.00	\$900.00	\$1,000.00	\$2,000.00	\$450.00	\$900.00	\$1,000.00	\$2,000.00	\$739.64	\$1,479.28
SANITARY SEWER																	
82	CONNECT TO EXISTING SANITARY SEWER	EACH	2.00	\$2,000.00	\$4,000.00	\$4,730.00	\$9,460.00	\$3,000.00	\$6,000.00	\$10,000.00	\$20,000.00	\$5,500.00	\$11,000.00	\$17,000.00	\$34,000.00	\$1,259.04	\$2,518.08
83	CONNECT TO EXISTING 2" SANITARY FORCE MAIN	EACH	1.00	\$2,000.00	\$2,000.00	\$1,640.00	\$1,640.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00	\$1,133.58	\$1,133.58
84	CONNECT TO EXISTING 6" SANITARY FORCE MAIN	EACH	1.00	\$3,000.00	\$3,000.00	\$3,280.00	\$3,280.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$13,000.00	\$13,000.00	\$1,659.79	\$1,659.79
85	ABANDON INVERT (GROUT AND SEAL)	EACH	3.00	\$1,000.00	\$3,000.00	\$1,240.00	\$3,720.00	\$750.00	\$2,250.00	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$1,122.98	\$3,368.94
86	TEST EXISTING FORCEMAIN	LUMP SUM	1.00	\$3,000.00	\$3,000.00	\$2,630.00	\$2,630.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00	\$7,596.50	\$7,596.50
87	4" SCH 40 PVC SEWER SERVICE PIPE	LIN FT	3,952.00	\$15.00	\$59,280.00	\$19.00	\$75,088.00	\$27.00	\$106,704.00	\$40.00	\$158,080.00	\$2.00	\$7,904.00	\$42.00	\$165,984.00	\$23.57	\$93,148.64
88	8" PVC SDR 26 SANITARY SEWER	LIN FT	8,638.00	\$55.00	\$475,090.00	\$53.10	\$458,677.80	\$69.00	\$596,022.00	\$80.00	\$691,040.00	\$90.00	\$777,420.00	\$120.00	\$1,036,560.00	\$107.33	\$927,116.54



TABULATION OF BIDS

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OWNER: CITY OF BAXTER
BID DATE: 11:00 A.M., TUESDAY, MARCH 10, 2026

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 RL LARSON		2 J.R. FERCHÉ		3 RYAN CONTRACTING		4 GEISLINGER & SONS		5 KUECHLE UNDERGROUND		6 MEYER CONTRACTING	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
89	8" DUCTILE IRON SAN SWR, CL 52	LIN FT	40.00	\$100.00	\$4,000.00	\$170.00	\$6,800.00	\$200.00	\$8,000.00	\$300.00	\$12,000.00	\$225.00	\$9,000.00	\$148.00	\$5,920.00	\$364.55	\$14,582.00
90	10" PVC SDR 26 SANITARY SEWER	LIN FT	62.00	\$78.00	\$4,836.00	\$108.50	\$6,727.00	\$120.00	\$7,440.00	\$150.00	\$9,300.00	\$160.00	\$9,920.00	\$146.00	\$9,052.00	\$511.37	\$31,704.94
91	10" DUCTILE IRON SAN SWR, CL 52	LIN FT	20.00	\$110.00	\$2,200.00	\$222.50	\$4,450.00	\$200.00	\$4,000.00	\$350.00	\$7,000.00	\$200.00	\$4,000.00	\$194.00	\$3,880.00	\$1,160.13	\$23,202.60
92	CONSTRUCT 8" OUTSIDE DROP	LIN FT	15.30	\$1,500.00	\$22,950.00	\$299.50	\$4,582.35	\$1,100.00	\$16,830.00	\$1,000.00	\$15,300.00	\$900.00	\$13,770.00	\$1,500.00	\$22,950.00	\$2,527.79	\$38,675.19
93	8" X 4" PVC WYE	EACH	95.00	\$500.00	\$47,500.00	\$953.00	\$90,535.00	\$550.00	\$52,250.00	\$700.00	\$66,500.00	\$2,450.00	\$232,750.00	\$920.00	\$87,400.00	\$479.64	\$45,565.80
94	INSTALL 4" SANITARY SEWER CLEANOUT	EACH	95.00	\$400.00	\$38,000.00	\$320.00	\$30,400.00	\$575.00	\$54,625.00	\$500.00	\$47,500.00	\$700.00	\$66,500.00	\$725.00	\$68,875.00	\$1,118.92	\$106,297.40
95	SEWER SERVICE CASTING (PAVED AREAS)	EACH	1.00	\$300.00	\$300.00	\$286.00	\$286.00	\$500.00	\$500.00	\$500.00	\$500.00	\$250.00	\$250.00	\$435.00	\$435.00	\$508.72	\$508.72
96	SEWER SERVICE IRRIGATION BOX	EACH	94.00	\$150.00	\$14,100.00	\$152.00	\$14,288.00	\$195.00	\$18,330.00	\$300.00	\$28,200.00	\$500.00	\$47,000.00	\$338.00	\$31,772.00	\$240.51	\$22,607.94
97	2" PVC FORCEMAIN (SCH 40)	LIN FT	18.00	\$50.00	\$900.00	\$53.00	\$954.00	\$50.00	\$900.00	\$65.00	\$1,170.00	\$45.00	\$810.00	\$200.00	\$3,600.00	\$131.81	\$2,372.58
98	4" PVC FORCEMAIN (C900)	LIN FT	74.00	\$50.00	\$3,700.00	\$35.90	\$2,656.60	\$50.00	\$3,700.00	\$68.00	\$5,032.00	\$65.00	\$4,810.00	\$87.00	\$6,438.00	\$64.69	\$4,787.06
99	6" PVC FORCEMAIN (C900)	LIN FT	2,374.00	\$50.00	\$118,700.00	\$39.50	\$93,773.00	\$36.00	\$85,464.00	\$70.00	\$166,180.00	\$50.00	\$118,700.00	\$80.00	\$189,920.00	\$52.87	\$125,513.38
100	DUCTILE IRON FITTINGS (FORCEMAIN)	POUND	128.00	\$20.00	\$2,560.00	\$26.50	\$3,392.00	\$17.00	\$2,176.00	\$20.00	\$2,560.00	\$15.00	\$1,920.00	\$30.00	\$3,840.00	\$130.84	\$16,747.52
101	SANITARY STRUCTURE DESIGN 4007	LIN FT	521.40	\$475.00	\$247,665.00	\$401.00	\$209,081.40	\$350.00	\$182,490.00	\$400.00	\$208,560.00	\$360.00	\$187,704.00	\$545.00	\$284,163.00	\$513.25	\$267,608.55
102	SANITARY CASTING ASSEMBLY	EACH	36.00	\$1,200.00	\$43,200.00	\$1,360.00	\$48,960.00	\$1,200.00	\$43,200.00	\$1,000.00	\$36,000.00	\$1,100.00	\$39,600.00	\$1,180.00	\$42,480.00	\$2,003.96	\$72,142.56
103	6" ANTI-BUOYANCY COLLAR	EACH	13.00	\$1,500.00	\$19,500.00	\$457.50	\$5,947.50	\$1,200.00	\$15,600.00	\$400.00	\$5,200.00	\$1,800.00	\$23,400.00	\$316.00	\$4,108.00	\$375.67	\$4,883.71
104	9" ANTI-BUOYANCY COLLAR	EACH	4.00	\$2,000.00	\$8,000.00	\$719.50	\$2,878.00	\$1,700.00	\$6,800.00	\$520.00	\$2,080.00	\$2,000.00	\$8,000.00	\$415.00	\$1,660.00	\$492.84	\$1,971.36
105	CLEAN AND TELEWISE SANITARY SEWER - MAINLINE	LIN FT	8,760.00	\$2.00	\$17,520.00	\$1.30	\$11,388.00	\$2.00	\$17,520.00	\$3.00	\$26,280.00	\$2.00	\$17,520.00	\$2.00	\$17,520.00	\$1.50	\$13,140.00
106	CLEAN AND TELEWISE SANITARY SEWER - SERVICES	LIN FT	3,718.00	\$5.00	\$18,590.00	\$10.80	\$40,154.40	\$12.00	\$44,616.00	\$3.00	\$11,154.00	\$10.00	\$37,180.00	\$6.00	\$22,308.00	\$12.26	\$45,582.68
107	LIFT STATION (LS 27)	LUMP SUM	1.00	\$230,000.00	\$230,000.00	\$246,000.00	\$246,000.00	\$238,000.00	\$238,000.00	\$200,000.00	\$200,000.00	\$277,000.00	\$277,000.00	\$320,000.00	\$320,000.00	\$324,251.89	\$324,251.89
108	TRACER WIRE SYSTEM (FORCEMAIN)	LUMP SUM	1.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$900.00	\$900.00	\$1,170.89	\$1,170.89
109	TRACER WIRE SYSTEM (SANITARY)	LUMP SUM	1.00	\$25,000.00	\$25,000.00	\$13,300.00	\$13,300.00	\$24,000.00	\$24,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$4,000.00	\$4,000.00	\$23,821.38	\$23,821.38
WATER MAIN																	
110	CONNECT TO EXISTING 6" WATERMAIN PIPE	EACH	8.00	\$2,000.00	\$16,000.00	\$3,130.00	\$25,040.00	\$2,500.00	\$20,000.00	\$5,000.00	\$40,000.00	\$3,500.00	\$28,000.00	\$5,000.00	\$40,000.00	\$1,676.42	\$13,411.36
111	CONNECT TO EXISTING 10" WATERMAIN PIPE	EACH	1.00	\$3,000.00	\$3,000.00	\$4,850.00	\$4,850.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$2,205.92	\$2,205.92
112	CONNECT TO EXISTING 12" WATERMAIN PIPE	EACH	4.00	\$3,500.00	\$14,000.00	\$5,330.00	\$21,320.00	\$5,000.00	\$20,000.00	\$8,000.00	\$32,000.00	\$4,500.00	\$18,000.00	\$6,700.00	\$26,800.00	\$2,397.37	\$9,589.48
113	CONNECT TO EXISTING WATER SERVICE	EACH	12.00	\$600.00	\$7,200.00	\$410.50	\$4,926.00	\$500.00	\$6,000.00	\$750.00	\$9,000.00	\$200.00	\$2,400.00	\$1,000.00	\$12,000.00	\$662.94	\$7,955.28
114	6" WATER MAIN - C900 PVC	LIN FT	615.00	\$45.00	\$27,675.00	\$61.10	\$37,576.50	\$45.00	\$27,675.00	\$58.00	\$35,670.00	\$80.00	\$49,200.00	\$120.00	\$73,800.00	\$72.54	\$44,612.10
115	8" WATER MAIN - C900 PVC	LIN FT	5,604.00	\$50.00	\$280,200.00	\$46.30	\$259,465.20	\$45.00	\$252,180.00	\$60.00	\$336,240.00	\$65.00	\$364,260.00	\$97.00	\$543,588.00	\$61.33	\$343,693.32
116	12" WATER MAIN - C900 PVC	LIN FT	2,428.00	\$78.00	\$189,384.00	\$61.10	\$148,350.80	\$62.00	\$150,536.00	\$75.00	\$182,100.00	\$85.00	\$206,380.00	\$114.00	\$276,792.00	\$83.45	\$202,616.60
117	6" GATE VALVE AND BOX	EACH	20.00	\$3,000.00	\$60,000.00	\$2,400.00	\$48,000.00	\$2,700.00	\$54,000.00	\$3,000.00	\$60,000.00	\$2,500.00	\$50,000.00	\$2,500.00	\$50,000.00	\$2,976.44	\$59,528.80
118	8" GATE VALVE AND BOX	EACH	8.00	\$3,500.00	\$28,000.00	\$3,350.00	\$26,800.00	\$3,700.00	\$29,600.00	\$4,000.00	\$32,000.00	\$3,500.00	\$28,000.00	\$3,400.00	\$27,200.00	\$4,097.52	\$32,780.16
119	12" GATE VALVE AND BOX	EACH	5.00	\$5,500.00	\$27,500.00	\$5,970.00	\$29,850.00	\$6,750.00	\$33,750.00	\$6,000.00	\$30,000.00	\$5,500.00	\$27,500.00	\$5,900.00	\$29,500.00	\$7,051.67	\$35,258.35
120	1" TYPE PE PIPE	LIN FT	3,513.00	\$35.00	\$122,955.00	\$18.70	\$65,693.10	\$26.00	\$91,338.00	\$40.00	\$140,520.00	\$2.00	\$7,026.00	\$41.00	\$144,033.00	\$28.17	\$98,961.21
121	1" CORPORATION STOP AND SADDLE	EACH	95.00	\$600.00	\$57,000.00	\$925.50	\$87,922.50	\$750.00	\$71,250.00	\$700.00	\$66,500.00	\$2,200.00	\$209,000.00	\$1,000.00	\$95,000.00	\$770.95	\$73,240.25
122	1" CURB STOP AND BOX	EACH	95.00	\$650.00	\$61,750.00	\$966.00	\$91,770.00	\$750.00	\$71,250.00	\$800.00	\$76,000.00	\$400.00	\$38,000.00	\$1,150.00	\$109,250.00	\$976.07	\$92,726.65
123	WATER SERVICE CASTING	EACH	3.00	\$500.00	\$1,500.00	\$361.50	\$1,084.50	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$250.00	\$750.00	\$338.00	\$1,014.00	\$505.89	\$1,517.67
124	2" INSULATION	SQ YD	8.00	\$75.00	\$600.00	\$31.50	\$252.00	\$35.00	\$280.00	\$40.00	\$320.00	\$36.00	\$288.00	\$48.00	\$384.00	\$56.76	\$454.08
125	4" INSULATION	SQ YD	50.00	\$100.00	\$5,000.00	\$52.60	\$2,630.00	\$55.00	\$2,750.00	\$50.00	\$2,500.00	\$60.00	\$3,000.00	\$66.00	\$3,300.00	\$82.10	\$4,105.00
126	HYDRANT (8.5' BURY)	EACH	3.00	\$7,000.00	\$21,000.00	\$7,140.00	\$21,420.00	\$6,900.00	\$20,700.00	\$7,000.00	\$21,000.00	\$7,800.00	\$23,400.00	\$7,800.00	\$23,400.00	\$8,155.67	\$24,467.01
127	HYDRANT (9' BURY)	EACH	3.00	\$7,500.00	\$22,500.00	\$7,240.00	\$21,720.00	\$7,100.00	\$21,300.00	\$7,200.00	\$21,600.00	\$7,900.00	\$23,700.00	\$8,000.00	\$24,000.00	\$8,278.72	\$24,836.16
128	HYDRANT (9.5' BURY)	EACH	5.00	\$8,000.00	\$40,000.00	\$7,350.00	\$36,750.00	\$7,300.00	\$36,500.00	\$8,500.00	\$42,500.00	\$8,300.00	\$41,500.00	\$8,200.00	\$41,000.00	\$8,689.02	\$43,445.10
129	HYDRANT (10' BURY)	EACH	6.00	\$8,500.00	\$51,000.00	\$7,760.00	\$46,560.00	\$7,700.00	\$46,200.00	\$8,000.00	\$48,000.00	\$8,500.00	\$51,000.00	\$8,400.00	\$50,400.00	\$8,811.75	\$52,870.50
130	HYDRANT EXTENSION 6"	EACH	3.00	\$1,800.00	\$5,400.00	\$1,440.00	\$4,320.00	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00	\$1,140.00	\$3,420.00	\$1,510.87	\$4,532.61
131	HYDRANT EXTENSION 12"	EACH	3.00	\$2,000.00	\$6,000.00	\$1,640.00	\$4,920.00	\$2,000.00	\$6,000.00	\$1,300.00	\$3,900.00	\$2,500.00	\$7,500.00	\$1,330.00	\$3,990.00	\$1,723.00	\$5,169.00
132	HYDRANT EXTENSION 18"	EACH	3.00	\$2,200.00	\$6,600.00	\$1,860.00	\$5,580.00	\$2,400.00	\$7,200.00	\$1,500.00	\$4,500.00	\$2,700.00	\$8,100.00	\$1,530.00	\$4,590.00	\$1,949.76	\$5,849.28



TABULATION OF BIDS

SEH NO.: BAXTE 184519
CITY NO.: 4068
NAME: 2026 CLEARWATER ROAD, NORTH LYNNDALE AREA, AND BRENTWOOD CIRCLE UTILITY & STREET IMPROVEMENTS
OWNER: CITY OF BAXTER
BID DATE: 11:00 A.M., TUESDAY, MARCH 10, 2026

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 R.L. LARSON		2 J.R. FERCHÉ		3 RYAN CONTRACTING		4 GEISLINGER & SONS		5 KUECHLE UNDERGROUND		6 MEYER CONTRACTING	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
133	DUCTILE IRON FITTINGS	POUND	5,091.00	\$20.00	\$101,820.00	\$14.10	\$71,783.10	\$12.00	\$61,092.00	\$13.00	\$66,183.00	\$14.50	\$73,819.50	\$26.00	\$132,366.00	\$22.95	\$116,838.45
134	TRACER WIRE SYSTEM (WATER MAIN)	LUMP SUM	1.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$24,000.00	\$24,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$4,000.00	\$4,000.00	\$25,318.20	\$25,318.20
135	1" WATER SERVICE PIPE (TEMP WATER)	LIN FT	1,050.00	\$20.00	\$21,000.00	\$0.01	\$10.50	\$7.00	\$7,350.00	\$8.00	\$8,400.00	\$15.00	\$15,750.00	\$14.00	\$14,700.00	\$12.26	\$12,873.00
136	3" WATER SERVICE PIPE (TEMP WATER)	LIN FT	3,900.00	\$40.00	\$156,000.00	\$0.01	\$39.00	\$1.00	\$3,900.00	\$10.00	\$39,000.00	\$17.00	\$66,300.00	\$22.00	\$85,800.00	\$12.15	\$47,385.00
137	CONNECT TEMPORARY WATER SERVICE	EACH	18.00	\$300.00	\$5,400.00	\$0.01	\$0.18	\$700.00	\$12,600.00	\$500.00	\$9,000.00	\$400.00	\$7,200.00	\$573.00	\$10,314.00	\$401.17	\$7,221.06
138	REPAIR SADDLE	EACH	6.00	\$1,500.00	\$9,000.00	\$598.50	\$3,591.00	\$900.00	\$5,400.00	\$500.00	\$3,000.00	\$3,000.00	\$18,000.00	\$839.00	\$5,034.00	\$1,637.50	\$9,825.00
STORM SEWER																	
139	15" RC STORM SEWER PIPE (CLASS V)	LIN FT	279.00	\$70.00	\$19,530.00	\$62.50	\$17,437.50	\$92.00	\$25,668.00	\$75.00	\$20,925.00	\$86.00	\$23,994.00	\$92.00	\$25,668.00	\$79.99	\$22,317.21
140	24" RC STORM SEWER PIPE (CLASS III)	LIN FT	36.00	\$150.00	\$5,400.00	\$112.00	\$4,032.00	\$130.00	\$4,680.00	\$125.00	\$4,500.00	\$111.00	\$3,996.00	\$228.00	\$8,208.00	\$122.34	\$4,404.24
141	STORM SEWER STRUCTURE DESIGN H	EACH	2.00	\$2,500.00	\$5,000.00	\$2,990.00	\$5,980.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$3,350.00	\$6,700.00	\$3,000.00	\$6,000.00	\$3,431.25	\$6,862.50
142	STORM SEWER STRUCTURE DESIGN 48-4020	EACH	2.00	\$3,000.00	\$6,000.00	\$4,100.00	\$8,200.00	\$3,900.00	\$7,800.00	\$4,000.00	\$8,000.00	\$4,300.00	\$8,600.00	\$5,000.00	\$10,000.00	\$5,139.64	\$10,279.28
143	STORM TREATMENT UNIT	EACH	1.00	\$25,000.00	\$25,000.00	\$46,000.00	\$46,000.00	\$43,000.00	\$43,000.00	\$50,000.00	\$50,000.00	\$47,000.00	\$47,000.00	\$49,000.00	\$49,000.00	\$37,474.98	\$37,474.98
144	CONNECT TO EXISTING STORM PIPE	EACH	1.00	\$2,000.00	\$2,000.00	\$3,540.00	\$3,540.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00	\$4,400.00	\$4,400.00	\$2,233.14	\$2,233.14
145	CLEAN AND TELEWISE STORM SEWER	LIN FT	315.00	\$5.00	\$1,575.00	\$4.00	\$1,260.00	\$4.50	\$1,417.50	\$5.00	\$1,575.00	\$5.00	\$1,575.00	\$1.80	\$567.00	\$6.47	\$2,038.05
TURF RESTORATION / MISCELLANEOUS																	
146	CLEAN ROOT CUTTING	LIN FT	320.00	\$25.00	\$8,000.00	\$15.80	\$5,056.00	\$7.00	\$2,240.00	\$2.00	\$640.00	\$20.00	\$6,400.00	\$5.00	\$1,600.00	\$10.00	\$3,200.00
147	STORM INLET PROTECTION	EACH	7.00	\$200.00	\$1,400.00	\$380.00	\$2,660.00	\$150.00	\$1,050.00	\$150.00	\$1,050.00	\$300.00	\$2,100.00	\$500.00	\$3,500.00	\$150.00	\$1,050.00
148	COMMON TOPSOIL BORROW (LV)	CU YD	2,095.00	\$40.00	\$83,800.00	\$55.00	\$115,225.00	\$47.00	\$98,465.00	\$40.00	\$83,800.00	\$50.00	\$104,750.00	\$49.00	\$102,655.00	\$52.35	\$109,673.25
149	48" BOULDER	EACH	4.00	\$200.00	\$800.00	\$1,500.00	\$6,000.00	\$750.00	\$3,000.00	\$150.00	\$600.00	\$150.00	\$600.00	\$150.00	\$600.00	\$1,160.48	\$4,641.92
150	INSTALL SALVAGED BOULDER	EACH	3.00	\$300.00	\$900.00	\$400.00	\$1,200.00	\$150.00	\$450.00	\$125.00	\$375.00	\$125.00	\$375.00	\$125.00	\$375.00	\$519.19	\$1,557.57
151	SILT FENCE, TYPE MS	LIN FT	964.00	\$6.00	\$5,784.00	\$4.20	\$4,048.80	\$4.40	\$4,241.60	\$4.00	\$3,856.00	\$4.00	\$3,856.00	\$4.00	\$3,856.00	\$6.34	\$6,111.76
152	8" BIOROLL WOOD FIBER OR COMPOST LOG	LIN FT	3,023.00	\$5.00	\$15,115.00	\$5.30	\$16,021.90	\$5.00	\$15,115.00	\$5.00	\$15,115.00	\$5.00	\$15,115.00	\$5.00	\$15,115.00	\$10.95	\$33,101.85
153	CONSTRUCTION EXIT CONTROL	LUMP SUM	1.00	\$7,000.00	\$7,000.00	\$10,500.00	\$10,500.00	\$25,000.00	\$25,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$2,500.00	\$2,500.00
154	CONIFEROUS TREE 6" HT B&B	EACH	11.00	\$850.00	\$9,350.00	\$800.00	\$8,800.00	\$1,050.00	\$11,550.00	\$750.00	\$8,250.00	\$750.00	\$8,250.00	\$750.00	\$8,250.00	\$765.31	\$8,418.41
155	TURF ESTABLISHMENT (RFM)	SQ YD	10,210.00	\$2.50	\$25,525.00	\$1.50	\$15,315.00	\$3.50	\$35,735.00	\$1.50	\$15,315.00	\$0.50	\$5,105.00	\$1.40	\$14,294.00	\$4.20	\$42,882.00
156	TURF ESTABLISHMENT (CAT 25 BLANKET)	SQ YD	500.00	\$5.00	\$2,500.00	\$3.70	\$1,850.00	\$3.50	\$1,750.00	\$3.50	\$1,750.00	\$3.50	\$1,750.00	\$3.50	\$1,750.00	\$3.57	\$1,785.00
157	SOIL ADDITIVE	SQ YD	10,210.00	\$2.00	\$20,420.00	\$0.80	\$8,168.00	\$2.50	\$25,525.00	\$0.75	\$7,657.50	\$0.50	\$5,105.00	\$0.75	\$7,657.50	\$0.78	\$7,963.80
158	SODDING, TYPE LAWN	SQ YD	40,042.00	\$12.00	\$480,504.00	\$8.40	\$336,352.80	\$8.00	\$320,336.00	\$8.00	\$320,336.00	\$8.25	\$330,346.50	\$8.00	\$320,336.00	\$10.87	\$435,256.54
159	WATERING (TREES)	PER 1,000 GAL	4.00	\$800.00	\$3,200.00	\$300.00	\$1,200.00	\$60.00	\$240.00	\$75.00	\$300.00	\$75.00	\$300.00	\$75.00	\$300.00	\$76.53	\$306.12
160	WATERING (TURF & SOD DURING MAINTAINANCE PERIOD)	PER 1,000 GAL	1,509.00	\$70.00	\$105,630.00	\$78.75	\$118,833.75	\$60.00	\$90,540.00	\$75.00	\$113,175.00	\$75.00	\$113,175.00	\$75.00	\$113,175.00	\$76.53	\$115,483.77
161	WATERING (TURF & SOD POST MAINTAINANCE PERIOD)	PER 1,000 GAL	698.00	\$90.00	\$62,820.00	\$78.75	\$54,967.50	\$60.00	\$41,880.00	\$75.00	\$52,350.00	\$75.00	\$52,350.00	\$75.00	\$52,350.00	\$76.53	\$53,417.94
162	TEMPORARY SEEDING	SQ YD	50,252.00	\$1.00	\$50,252.00	\$0.25	\$12,563.00	\$0.20	\$10,050.40	\$0.20	\$10,050.40	\$0.20	\$10,050.40	\$0.20	\$10,050.40	\$0.20	\$10,050.40
TOTAL BASE BID					\$6,093,082.00		\$6,254,781.98		\$6,409,701.91		\$6,640,169.40		\$7,482,963.91		\$7,495,954.21		\$7,957,705.76
ALLOWANCES																	
163	EQUIPMENT ALLOWANCE	ALLOWANCE	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
164	IRRIGATION SYSTEM REPAIR	ALLOWANCE	1.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
165	LANDSCAPING RESTORATION	ALLOWANCE	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL ALLOWANCES					\$60,000.00		\$60,000.00		\$60,000.00		\$60,000.00		\$60,000.00		\$60,000.00		\$60,000.00
SUMMARY																	
TOTAL BASE BID					\$6,093,082.00		\$6,254,781.98		\$6,409,701.91		\$6,640,169.40		\$7,482,963.91		\$7,495,954.21		\$7,957,705.76
TOTAL ALLOWANCES					\$60,000.00		\$60,000.00		\$60,000.00		\$60,000.00		\$60,000.00		\$60,000.00		\$60,000.00
GRAND TOTAL BID					\$6,153,082.00		\$6,314,781.98		\$6,469,701.91		\$6,700,169.40		\$7,542,963.91		\$7,555,954.21		\$8,017,705.76

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ITEM REPORT CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the SEH Construction Phase Services Contract in the Not to Exceed Amount of \$638,000.00 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Street & Utility Improvements Project, Municipal Project Number 4068

Approval Required: Simple Majority Vote

BACKGROUND

SEH prepared a feasibility report and plans for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Street & Utility Improvements project. Bids were opened on March 10, 2026. The low bidder was RL Larson Excavating, Inc. of St Cloud MN. The next steps for the project are pending Council action at the April 7th meeting.

Attached is a SEH contract to complete construction phase professional services for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Street & Utility Improvements project.

FINANCIAL IMPLICATIONS

The estimated project budget is included below. Council action is needed at the April 7th meeting to call for the Assessment Hearing. The proposed budget is included here for reference.

Project Budget (date April 7, 2026)

Construction	\$6,314,781.98
Additional Street Costs (Lynndale Lane)	\$193,989.50
Contingency (5%)	\$315,629.02
Quality Flow (Lift Station 27 Components)	\$58,650.00
True North Controls (Antenna/Path Study)	\$815.00
Pole for Lift Station 27	\$1,850.50
Prior Engineering	\$81,212.00
Prior Engineering (Feasibility Studies by Widseth in 2024/2025)	\$36,065.00
Engineering- Design, Construction, Geotechnical	\$1,202,152.00
Legal, Financing, Miscellaneous	\$174,803.00
Property Acquisition	\$77,025.00
Property Acquisition (Eminent Domain)	\$10,000.00
SAC/WAC	\$78,600.00
TOTAL	\$8,545,573.00

STAFF RECOMMENDATIONS

The Utilities Commission and staff recommend approval of the SEH Construction Phase Services Contract in the Not to Exceed Amount of \$638,000.00 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Street & Utility Improvements project, Municipal Project Number 4068.

COUNCIL ACTION REQUESTED

MOTION to approve the SEH Construction Phase Services Contract in the Not to Exceed Amount of \$638,000.00 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Street & Utility Improvements Project, Municipal Project Number 4068.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Baxter ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 17, 2017, this Supplemental Letter Agreement dated April 21, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2026 Clearwater Road, North Lynndale, and Brentwood Circle Street & Utility Improvements – Construction Phase Services.**

Client's Authorized Representative: Trevor Walter, PE

Address: 13190 Memorywood Drive, Baxter, Minnesota 56425

Telephone: 218.838.5281

Email: twalter@baxtermn.gov

Project Manager: Neil Heinonen

Address: 13850 Bluestem Court, Suite 150, Baxter, Minnesota 56425

Telephone: 320.250.2090

Email: nheinonen@sehinc.com

Scope: The Services to be provided by Consultant are based on the 2026 Clearwater, North Lynndale, and Brentwood Circle Street & Utility Improvements final construction Contract Documents prepared by SEH and approved by Client on February 4, 2026.

Construction Administration \$146,000.00

Provide construction administration services associated with construction of the proposed improvements and coordination with the Contract Documents. Specific tasks included are:

- Coordinate execution of the Contract Documents.
- Coordinate and attend a pre-construction conference.
- Coordinate, attend, and facilitate neighborhood informational meeting with Contractor and SEH team in attendance after pre-construction conference - up to one (1) meeting.
- Prepare project website updates.
- Review Contractor material submittals and shop drawings for compliance with the plans and specifications.
- Coordinate and conduct weekly construction meetings. Up to 26 meetings.
- Project status reports (monthly during active construction).
- SWPPP monitoring.
- Preparation of Contractor payment requests. Up to eight (8) payment requests.
- Review and preparation of change orders and work directives.
- Serve as the liaison between City, Contractor and the Public.
- Review project status, pay estimates and change orders with Utilities Commission and City Council.
- Deliverables: Agendas and meeting minutes/notes, copies of pertinent project correspondence.

Construction Observation \$318,600.00

Provide construction observation services (i.e. Resident Project Representative; RPR) to document conformance to the Contract Documents. Specific tasks included are:

- Provide part-time field observation of the following items:
 - o Traffic control
 - o Removals
 - o Clearing and grubbing
 - o Roadway subgrade
 - o Aggregate/reclaim base
 - o Dewatering operations

- o Pavement markings and signage
 - o Restoration and project clean up
- Provide full-time field observation of the following items:
 - o Sanitary sewer
 - o Water
 - o Storm Sewer
 - o Concrete walk, curb and gutter, ped ramps, and flatwork
 - o Bituminous roadway and driveways
- Observe and document testing procedures and results.
- Document daily work activities for conformance to the plans and specifications.
- Measure and document bid items for payment.
- Assist the City with the final walkthrough and project closeout.
- Assumes up to 2000 hours of observation.
- Deliverables: Copies of pertinent project documentation.

Construction Staking \$98,000.00

Provide construction staking and field survey services associated with the proposed construction. Specific tasks included with this proposal are:

- Generate staking files for the design elements shown in the plans.
- Provide construction staking (staked once) for: clearing & grubbing, removals, sanitary sewer, water, culverts, roadway centerline offsets, subgrade and aggregate/reclaim base bluetops, erosion control, construction limits, intersection street lighting, signing, pavement markings.
- Document staked point locations and elevations.
- Provide Contractor with construction staking information.

Post-Construction Services \$54,000.00

We will complete post-construction services in accordance with City requirements. Specific tasks included with this proposal are:

- Complete record drawing survey of new or altered sanitary sewer, water and storm sewer pipes & services, structures and appurtenances. Record drawing survey for signs will be completed using City equipment.
- Re-establish removed or disturbed property boundary markers.
- Preparation of property boundary certificate of survey.
- Preparation of "Record Drawing" document.
- Project closeout.
- Deliverables: Electronic PDF of record drawing documents, record drawing survey point file, property boundary certificate of survey (for re-establishment of initially found property pins).

Reimbursable Expenses \$21,400.00

Reimbursable expenses include vehicle mileage, vehicle and equipment charges, printing, reproductions, and postage.

Assumptions & Exclusions:

The following assumptions and exclusions were taken into consideration when preparing this contract:

- Construction Materials Testing (CMT) will be provided by a Geotechnical Testing Consultant under a contract with the City of Baxter (not included in SEH fee).
- Construction phase services fees are based on up to 24 weeks of construction in 2026. Construction services beyond 24 weeks would be considered Additional Services.
 - o Construction observation (Resident Project Representative) services beyond 2,000 hours would be considered Additional Services.
- Construction will occur in 2026 (up to 24 weeks) and 2027 (up to 4 weeks).

Resident Project Representative Services:

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

Additional Services:

Services from SEH not listed above, if required or requested, can be provided to the City at our normal hourly rates.

Schedule:

Construction substantial completion is planned for October 31, 2026. Construction final completion is planned for June 18, 2027.

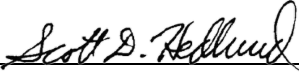
Payment:

The fee is hourly not to exceed \$638,000 including expenses and equipment.

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

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

Short Elliott Hendrickson Inc.

By: 
 Full Name: Scott Hedlund
 Title: Principal

City of Baxter

By: _____
 Full Name: _____
 Title: _____

City of Baxter

By: _____
 Full Name: _____
 Title: _____

Exhibit B-1**A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

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

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule, schedule of shop drawing submittals and schedule of values prepared by contractor; and consult with Consultant's project engineer concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, project conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent, and assist with understanding / communicating the intent of the Contract Documents; and assist in serving as Client's liaison with contractor when contractor's operations affect Client's on site operations.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

(a) Record date of receipt of shop drawings and submittals provided by the contractor and coordinate that review has been completed by appropriate team members.

(b) Receive samples furnished at the site by contractor, and notify Consultant's project engineer and Client of availability of samples to review.

(c) Notify Consultant's project engineer and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been reviewed for general conformance by Consultant.

5. Review of Work, Observations and Tests:

- (a) Conduct on site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- (b) Regularly update the Consultant's project engineer to keep them informed of issues and progress of the Work.
- (c) Notify the Consultant's project engineer immediately of any unanticipated project conditions, any Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.
- (d) Coordinate with the project materials tester and/or testing consultant to schedule testing. Confirm compliance with project requirements and the project Schedule of Materials Controls. RPR shall confirm that test report records or certificates of compliance have been received prior to the incorporation of materials in the Work.
- (e) Review and monitor the contractor's schedule for construction.
- (f) Confirm that the contractor is performing daily reviews of construction signing, detour signing, completing traffic control maintenance and is taking corrective actions in accordance with the Contract Documents.
- (g) Conduct or coordinate with others the completion of wage interviews in the field with individual contractor/subcontractor employees and properly file documentation in accordance with project requirements.
- (h) Perform reviews of temporary and permanent erosion control measures on the project and verify contractor is maintaining compliance with applicable permits and Contract Documents.
- (i) Determine if tests, equipment and systems start ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start ups.
- (j) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant's project engineer.
- (k) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project engineer and Client for determination of possible suspension of Work.

6. Interpretation of Contract Documents: Report to Consultant's project engineer when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant's project engineer.

7. Modifications:

- (a) Convey contractor's suggestions for modifications in construction plans and specifications to Consultant's project engineer and assist with evaluation. Transmit to contractor decisions as issued by Consultant.
- (b) Assist with evaluation of proposed change orders and obtain change justification from contractor. Provide assistance with preparation of final documentation of change orders and field design changes.

8. Records / Reporting:

- (a) Measure and document project field quantities, maintain an up to date item record account, and enter quantities into the Project filing system in a timely manner.
- (b) Maintain orderly files of correspondence, reports of project conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field design changes,

additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

(c) Keep a diary, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant's project engineer.

(d) Document changes in the plans and field conditions for record plan preparation.

(e) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

(f) Furnish Consultant's project engineer periodic reports of progress of the Work and of contractor's compliance with the proposed construction schedule.

(g) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(h) Notify Consultant's project engineer and Client immediately upon the occurrence of any accident.

9. Payment Requests: Review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Consultant's project engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and specific pay requests for materials and equipment delivered to the site but not incorporated in the Work.

10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.

11. Completion:

(a) Prepare final documentation of construction pay items, quantities, material certification and other requirements as per the plans, specifications, and special provisions.

(b) Conduct final inspection in the company of Consultant's project engineer, Client, and contractor and assist with preparation of a final list of items to be completed or corrected.

(c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant's project engineer concerning acceptance.

(d) Assist Consultant's project engineer with preparation of record plans and documentation.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.

2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.

3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of October 17, 2017 between City of Baxter, Minnesota ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16) shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following optional exhibits may be attached to an SLA: Exhibit A-1 for Hourly Payments, Exhibit A-2 or A-3 for Lump Sum Payments, and Exhibit B for Resident Project Representative Duties/Responsibilities.

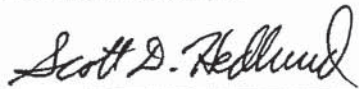
This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services as specifically agreed to by signature of the Parties and set forth herein:

In Section IV, Paragraph C, Item No. 1 of the General Conditions of the Agreement for Professional Services, the Consultant's total liability limit shall be changed from \$500,000 to \$1,000,000.

Short Elliott Hendrickson Inc.

By:



Scott Hedlund, PE

Title: Senior Project Manager

City of Baxter, Minnesota

By:

 11/2/17

Title:

Mayor

By:

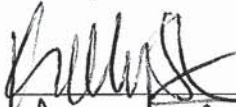


Scott Lange, PE

Title: Principal

City of Baxter, Minnesota

By:



Title:

Asst City Admin.

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**Exhibit A-1
to Master Agreement
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 17, 2017**

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

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

A. Hourly Basis Option

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

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

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

B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

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**Exhibit A-3
to Master Agreement
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 17, 2017**

**Payments to Consultant for Services
Using the Lump Sum Plus Expenses Option**

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

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

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

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

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Exhibit B
to Master Agreement
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 17, 2017

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

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

A. General

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

B. Duties and Responsibilities of RPR

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

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

C. Limitations of Authority

Resident Project Representative:

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

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

p:\ael\lbaxter\common\master agreement\exhibit b 101717.docx

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

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

SECTION III – PAYMENTS

A. Invoices

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

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

SECTION V – DISPUTE RESOLUTION

A. Mediation

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

B. Litigation – Choice of Venue and Jurisdiction

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

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

One million
dollars
(\$1,000,000)
SL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **Item 18.**
11/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - 952-242-3100 Wells Fargo Insurance Services USA, Inc. 400 Highway 169 South St. Louis Park, MN 55426		CONTACT NAME: Amy Bond PHONE (A/C, No, Ext): 952-242-3141 FAX (A/C, No): E-MAIL ADDRESS: Amy.Bond@wellsfargo.com																						
INSURED SEH Design Build, Inc. 3535 Vadnais Center Drive St. Paul, MN 55110		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B:</td> <td>National Fire Insurance Company of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Insurance Company	35289	INSURER B:	National Fire Insurance Company of Hartford	20478	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 12434753

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6043204066	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6043204083	10/01/17	10/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6011730036	10/01/17	10/01/18	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6043204116	10/01/17	10/01/18	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"City of Baxter, its officials, employees, and agents" as additional insureds under the general liability policy are Additional Insured with regards to General Liability when required by written contract.

Coverage is Primary and Non-Contributory with regards to General Liability when required by written contract.

City of Baxter is provided 30 days notice of cancellation in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Baxter P.O. Box 2626 13190 Memorywood Drive Baxter, MN 56425	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

Item 18.

DATE (MM/DD/YYYY)

11/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	CONTACT NAME: Jeanne Danmeier PHONE (A/C No. Ext): (952) 893-1933 FAX (A/C No.): (952) 893-1819 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. NAIC # 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Short-Elliott-Hendrickson, Incorporated 3535 Vadnais Center Drive St. Paul MN 55110	

COVERAGES

CERTIFICATE NUMBER: 2017 - 2018 1

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			DPR9918063	10/1/2017	10/1/2018	Each Claim/ \$5,000,000 Each Policy Year Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Master Service Agreement

If required by written, executed contract with Insured, as per the policy endorsement language, a 30 day notice of cancellation applies.

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

CANCELLATION

City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This endorsement, effective 12:01 a.m., 10/01/2016 forms a part of

Policy No. DPR9907180

Issued to Short-Elliott-Hendrickson, Incorporated

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CANCELLATION – NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section X. OTHER CONDITIONS. B. CANCELLATION is amended by the addition of the following:

In the event that the Company cancels this Policy for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide THIRTY (30) days notice of cancellation of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of this Policy, provided that:

- o The Company receives, at least 15 days prior to the date of cancellation, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice and;
- o The written request includes the name and address of each person or entity designated by the NAMED INSURED to receive such notice.

This endorsement does not apply to non-renewal of the policy, cancellation at the INSURED's request, or to cancellation of the policy for non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.



ITEM REPORT CITY COUNCIL

Agenda Date: 5/5/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Braun Intertec Proposal for Construction Materials Testing Services in the Not to Exceed Amount of \$75,022.00 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Street & Utility Improvements Project, Municipal Project Number 4068

Approval Required: Simple Majority Vote

BACKGROUND

Soil compaction testing and material testing is necessary for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Street & Utility Improvements project to verify compliance with specifications. Braun has partnered with the City and SEH on numerous projects in the past several years. In addition, Braun is providing testing services on several development related projects within the City this upcoming season, and the project team would like to maintain a consistent partner for all projects in 2026.

Attached is a Braun proposal to complete construction phase testing for soil compaction, aggregate, bituminous and concrete.

FINANCIAL IMPLICATIONS

The estimated project budget is included below. Payment for this contract would be from the "Engineering- Design, Construction, Geotechnical" line item in the preliminary budget below. Council action is needed at the April 7th meeting to call for the Assessment Hearing. The proposed budget is included here for reference.

Project Budget (date April 7, 2026)

Construction	\$6,314,781.98
Additional Street Costs (Lynndale Lane)	\$193,989.50
Contingency (5%)	\$315,629.02
Quality Flow (Lift Station 27 Components)	\$58,650.00
True North Controls (Antenna/Path Study)	\$815.00
Pole for Lift Station 27	\$1,850.50
Prior Engineering	\$81,212.00
Prior Engineering (Feasibility Studies by Widseth in 2024/2025)	\$36,065.00
Engineering- Design, Construction, Geotechnical	\$1,202,152.00
Legal, Financing, Miscellaneous	\$174,803.00
Property Acquisition	\$77,025.00
Property Acquisition (Eminent Domain)	\$10,000.00
SAC/WAC	\$78,600.00
TOTAL	\$8,545,573.00

STAFF RECOMMENDATIONS

The Utilities Commission and staff recommend approval of the Braun Intertec Proposal for Construction Materials Testing Services in the Not to Exceed Amount of \$75,022.00 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Street & Utility Improvements project, Municipal Project Number 4068.

COUNCIL ACTION REQUESTED

MOTION to approve the Braun Intertec Proposal for Construction Materials Testing Services in the Not to Exceed Amount of \$75,022.00 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Street & Utility Improvements project, Municipal Project Number 4068.

February 17, 2026

Proposal 10007309-001

Trevor Walter, PE

City of Baxter

13190 Memorywood Drive

Baxter, MN 56425

Re: Proposal for Construction Materials Testing Services
2026 Clearwater Road, North Lynndale Area and Brentwood Circle Street and Utility Project
Baxter, Minnesota
City Project NO. 4068

Dear Mr. Walter:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for 2026 Clearwater Road, North Lynndale Area and Brentwood Circle Street and Utility Project in Baxter, Minnesota.

Our Understanding of Project

This project will include reconstruction of portions of Clearwater Road, Lynndale Drive, Lynndale Lane, Lynndale Court, Brentwood Circle, Welton Road, Cottage Grove Drive, and Northwoods Drive. It will include improvements to the sanitary sewer, storm sewer, and water main utilities, pavement subgrade preparation, aggregate base placement, new concrete curb and gutter, sidewalk, and driveways along with new bituminous pavement on the roads.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by SEH, Inc., dated February 2, 2026, and specifications prepared by the City of Baxter dated March 18, 2025.
- Discussions with Neil Heinonen, PE with SEH, Inc. regarding our scope of services.



Scope of Services

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement and/or utility support, and of utility backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.
- Perform nuclear gauge density tests on aggregate base and aggregate surfacing materials.

Concrete Related Services

- Sample and test fresh concrete associated with pavement and/or curb-and-gutter for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyratory density, asphalt content and extracted aggregate gradation tests of the bituminous.
- Obtain companion cores and measure the thickness and density of the compacted bituminous pavement by the core method for compliance with the project documents. We assume the bituminous contractor will cut the cores.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports, and communicate with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- It will take 60 trips to complete the compaction testing on this project.
- Seven sets of concrete tests will be required to complete the project.
- Your full-time on-site construction observer will observe any test rolling.
- Bituminous paving will be completed in ten days.
- The project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$75,022. Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule outside our normal business hours will be invoiced using an overtime rate factor. The factor for services provided **outside** our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

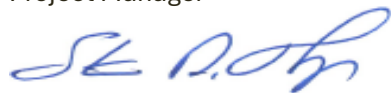
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Keith Kluempke at 320.980.3181 or kkluempke@braunintertec.com.

Sincerely,

Braun Intertec Corporation



Keith J. Kluempke
Project Manager



Steven A. Thayer, PE
Senior Manager, Senior Engineer

Attachments:

Fee Estimate

General Conditions (11/04/2024)

c: Neil Heinonen, PE, SEH, Inc.

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



the science you build on

Fee Estimate 10007309_001

2026 Clearwater Road, North Lynndale Area & Brentwood Circle

Client:

City of Baxter
Trevor Walter
13190 Memorywood Dr
Baxter, Minnesota 56425-1000
218-454-5110

Work Site Address:

Clearwater Road
Lynndale Lane
Brentwood Circle
Baxter, Minnesota 56425

	Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing			
Subtask 1.1: Laboratory			\$13,066.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	12.00	216.00	\$2,592.00
Sieve Analysis with No. 200 wash (ASTM C136 and C117)	8.00	196.00	\$1,568.00
Percent Crushed, Aggregate Base, per sample	1.00	111.00	\$111.00
Concrete Compressive Strength Cylinders ASTM C39 each	21.00	45.00	\$945.00
MnDOT Verification Without Percent Crush & FAA	10.00	785.00	\$7,850.00
Subtask 1.2: Soils			\$40,692.00
Soil Compaction Testing - Nuclear - Subgrade Prep	7.00	102.00	\$714.00
Soil Sample pick-up	12.00	102.00	\$1,224.00
Soil Compaction Testing - Nuclear - Common Embankment	7.00	102.00	\$714.00
Soil Compaction Testing - Nuclear - Aggregate Surfacing	3.50	102.00	\$357.00
Soil Compaction Testing - Nuclear - Aggregate Base - Roadway	12.00	102.00	\$1,224.00
Soil Compaction Testing - Nuclear - Aggregate Base - Trail	4.00	102.00	\$408.00
Soil Compaction Testing - Nuclear - Utility Trench Backfill	200.00	102.00	\$20,400.00
Nuclear moisture-density meter charge, per hour	233.50	36.00	\$8,406.00
Trip Charge	63.00	115.00	\$7,245.00
Subtask 1.3: Concrete			\$6,608.00
Concrete Testing - Driveways	12.00	102.00	\$1,224.00
Concrete Cylinder Pick Up	21.00	102.00	\$2,142.00
Concrete Testing - Sidewalk	4.00	102.00	\$408.00
Concrete Testing - Curb & Gutter	12.00	102.00	\$1,224.00
Trip Charge	14.00	115.00	\$1,610.00
Subtask 1.4: Pavement			\$6,080.00
Field Service Technician II - Bituminous Sample Pick Up	35.00	102.00	\$3,570.00
Trip Charge	10.00	115.00	\$1,150.00
Asphalt Thickness and Density of Core ASTM D3549 each	20.00	68.00	\$1,360.00
Subtask 1.5: Project Management			\$8,576.00
Project Manager	30.00	198.00	\$5,940.00
Project Control Specialist II	4.00	164.00	\$656.00
Project Assistant	15.00	102.00	\$1,530.00
Senior Engineer	2.00	225.00	\$450.00
Task 1 Total:			\$75,022.00
Project Total			\$75,022.00

BRAUN INTERTEC GENERAL CONDITIONS**SECTION 1: AGREEMENT**

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the project. Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FOR ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, NEGLIGENCE, ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION, OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER. Item 19.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.