



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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Bolton-Menk.com

May 16, 2022

Jessica Bonniwell
City Administrator
City of Montrose
311 Buffalo Avenue South
Montrose, MN 55363

RE: 2021 Downtown Improvement Project Phase 1
City of Montrose, Minnesota
Project No.: W13.120514

Dear Jessica:

Please find enclosed Payment Estimate No. 2 for the above referenced project. The estimate includes all work completed through May 11, 2022. We have reviewed the estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Kuechle Underground, Inc. and one to me for our files.

If you have any questions on the above, please call.

Sincerely,

Bolton & Menk, Inc.

Spencer Johnson, P.E.
Project Engineer

Enclosures

Contractor's Application for Payment

Owner:	City of Montrose		Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.		Engineer's Project No.:	W13.120514
Contractor:	Kuechle Underground		Other Project No.:	
Project:	2021 Downtown Improvement Project - Phase 1			
Contract:	2021 Downtown Improvement Project - Phase 1			
Application No.:	2	Application Date:	5/13/2022	
Application Period:	From	10/27/2021	to	5/11/2022

1. Original Contract Price	\$	5,185,007.34
2. Net change by Change Orders	\$	55,399.00
3. Current Contract Price (Line 1 + Line 2)	\$	5,240,406.34
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	452,591.48
5. Retainage		
a. 5% X \$ 452,591.48 Work Completed	\$	22,629.57
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	22,629.57
6. Amount eligible to date (Line 4 - Line 5.c)	\$	429,961.91
7. Less previous payments (Line 6 from prior application)	\$	24,320.00
8. Amount due this application	\$	405,641.91
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	4,787,814.86

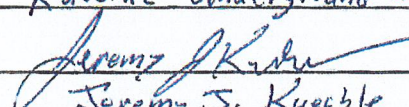
Contractor's Certification

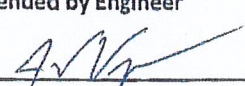
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	Kuechle Underground Inc.		
Signature:		Date:	5/16/22
Name:	Jeremy S. Kuechle	Title:	Vice President

Recommended by Engineer	Approved by Owner
By: 	By: _____
Name: Jared Voge, P.E.	Name: _____
Title: City Engineer	Title: _____
Date: 05/16/2022	Date: _____

Contractor's Application for Payment

Owner:	City of Montrose
Engineer:	Bolton & Menk, Inc.
Contractor:	Kuechle Underground
Project:	2021 Downtown Improvement Project - Phase 1
Contract:	2021 Downtown Improvement Project - Phase 1

Application No.: 2			Application Period:			From 10/27/21		to 05/11/22		Application Date: 05/13/22		
A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Item Quantity	Units	Contract Information		Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
				Unit Price (\$)			Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract												
1	MOBILIZATION	1.00	LUMP SUM	152,000.00		152,000.00	0.25	38,000.00		38,000.00	25%	114,000.00
2	CLEARING	71.00	TREE	200.00		14,200.00	36.00	7,200.00		7,200.00	51%	7,000.00
3	GRUBBING	71.00	TREE	50.00		3,550.00	36.00	1,800.00		1,800.00	51%	1,750.00
4	CLEARING (BUSH)	20.00	SQ YD	10.00		200.00	20.00	200.00		200.00	100%	-
5	20' WIDE TEMPORARY GRAVEL ROAD WITH GEOTEXTILE	1.00	LUMP SUM	3,800.00		3,800.00	-	-		-		3,800.00
6	REMOVE CURB AND GUTTER	2,654.00	LIN FT	4.00		10,616.00	1,484.00	5,936.00		5,936.00	56%	4,680.00
7	REMOVE BITUMINOUS DRIVEWAY	25,459.00	SQ YD	2.00		50,918.00	17,322.00	34,644.00		34,644.00	68%	16,274.00
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	2,025.00	SQ YD	4.00		8,100.00	969.00	3,876.00		3,876.00	48%	4,224.00
9	REMOVE CONCRETE DRIVEWAY PAVEMENT	1,585.00	SQ YD	4.00		6,340.00	821.00	3,284.00		3,284.00	52%	3,056.00
10	REMOVE CONCRETE WALK	3,331.00	SQ YD	3.00		9,993.00	2,055.00	6,165.00		6,165.00	62%	3,828.00
11	REMOVE BOLLARD	14.00	EACH	150.00		2,100.00	-	-		-		2,100.00
12	REMOVE GUARD RAIL	73.00	LIN FT	10.00		730.00	-	-		-		730.00
13	SALVAGE SIGN	39.00	EACH	25.00		975.00	10.00	250.00		250.00	26%	725.00
14	SALVAGE MAIL BOX	7.00	EACH	125.00		875.00	7.00	875.00		875.00	100%	-
15	SALVAGE FENCE	48.00	LIN FT	10.00		480.00	-	-		-		-
16	SALVAGE PAVERS	65.00	SQ FT	35.00		2,275.00	-	-		-		-
17	SALVAGE LANDSCAPING	415.00	SQ FT	6.00		2,490.00	-	-		-		-
18	COMMON LABORERS	50.00	HOUR	75.00		3,750.00	-	-		-		-
19	3.0 CU YD SHOVEL	50.00	HOUR	180.00		9,000.00	-	-		-		-
20	DOZER	50.00	HOUR	125.00		6,250.00	-	-		-		-
21	12 CU YD TRUCK	50.00	HOUR	125.00		6,250.00	-	-		-		-
22	3.0 CU YD FRONT END LOADER	50.00	HOUR	150.00		7,500.00	-	-		-		-
23	SKID LOADER	50.00	HOUR	140.00		7,000.00	16.50	2,310.00		2,310.00	33%	4,690.00
24	1.5 CU YD BACKHOE	50.00	HOUR	160.00		8,000.00	-	-		-		-
25	COMMON EXCAVATION (P)	24,675.00	CU YD	15.00		370,125.00	-	-		-		-
26	SUBGRADE EXCAVATION (EV)	1,876.00	CU YD	15.00		29,550.00	-	-		-		-
27	RUBBLE EXCAVATION (EV)	885.00	CU YD	8.00		7,080.00	-	-		-		-
28	HAUL & DISPOSE OF RUBBLE (LV)	1,155.00	CU YD	7.00		8,085.00	-	-		-		-
29	EXCAVATION SPECIAL (EV)	885.00	CU YD	8.00		7,080.00	-	-		-		-
30	HAUL & DISPOSE OF CONTAMINATED MATERIAL (LV)	1,155.00	CU YD	62.00		71,610.00	-	-		-		-
31	TRENCH COMPACTION SPECIAL	6.00	ROAD STATION	200.00		1,200.00	-	-		-		-
32	SELECT GRANULAR BORROW (CV)	13,470.00	CU YD	19.00		255,930.00	-	-		-		-
33	GEOTEXTILE FABRIC TYPE V	29,125.00	SQ YD	2.62		76,307.50	-	-		-		-
34	AGGREGATE BASE (CV) CLASS 5	8,035.00	CU YD	25.00		200,875.00	-	-		-		-
35	AGGREGATE SURFACING (CV) CLASS 2	101.00	CU YD	30.00		3,030.00	-	-		-		-
36	TYPE SP 9.5 WEARING COURSE MIX (2,B)	2,250.00	TON	68.00		153,000.00	-	-		-		-
37	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	3,810.00	TON	66.00		251,460.00	-	-		-		-
38	BITUMINOUS DRIVEWAY PAVEMENT	1,095.00	SQ YD	17.00		18,615.00	-	-		-		-
39	BITUMINOUS STREET PATCH	235.00	SQ YD	24.00		5,640.00	-	-		-		-
40	BITUMINOUS PATCH, COUNTY ROAD 12	530.00	SQ YD	24.00		12,720.00	-	-		-		-
41	5" CONCRETE WALK	37,950.00	SQ FT	5.75		218,712.50	-	-		-		-
42	6" CONCRETE WALK (PEDESTRIAN RAMPS)	3,070.00	SQ FT	9.00		27,630.00	-	-		-		-
43	CONCRETE CURB & GUTTER DESIGN B618	14,610.00	LIN FT	14.00		204,540.00	-	-		-		-
44	7" CONCRETE DRIVEWAY PAVEMENT	2,620.00	SQ YD	59.00		154,580.00	-	-		-		-

Progress Estimate - Unit Price Work

Owner:	City of Montrose	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	W13.120514
Contractor:	Kuechle Underground	Contractor's Project No.:	
Project:	2021 Downtown Improvement Project - Phase 1		
Contract:	2021 Downtown Improvement Project - Phase 1		

Contractor's Application for Payment

Application No.: 2		Application Period:			From	10/27/21	to	05/11/22	Application Date:				05/13/22
A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information		Value of Bid Item (C X E)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / F)	Balance to Finish (F - J)			
		Item Quantity	Units								Unit Price (\$)		
45	8" CONCRETE DRIVEWAY PAVEMENT	625.00	SQ YD	66.00	41,250.00	-	-	-	-	-	41,250.00		
46	TRUNCATED DOWES	400.00	SQ FT	50.00	20,000.00	-	-	-	-	-	20,000.00		
47	4" PVC EDGE DRAIN	13,960.00	LIN FT	8.00	111,680.00	-	-	-	-	-	111,680.00		
48	4" DRAIN CLEANOUT (ONE WAY)	13.00	EACH	117.00	1,521.00	-	-	-	-	-	1,521.00		
49	4" DRAIN CLEANOUT (TWO WAY)	13.00	EACH	250.00	3,250.00	-	-	-	-	-	3,250.00		
50	4" PRECAST CONCRETE HEADWALL	2.00	EACH	290.00	580.00	-	-	-	-	-	580.00		
51	SUMP PUMP DRAINLINE SERVICE	21.00	EACH	138.00	2,898.00	-	-	-	-	-	2,898.00		
52	TRAFFIC CONTROL	1.00	LUMP SUM	12,000.00	12,000.00	0.25	3,000.00	-	3,000.00	25%	9,000.00		
53	REMOVE EXISTING PAVEMENT MARKING	126.00	SQ FT	3.00	378.00	-	-	-	-	-	378.00		
54	PEDESTRIAN CROSS WALK MARKING	1,746.00	SQ FT	3.90	6,809.40	-	-	-	-	-	6,809.40		
55	4" PAVEMENT MARKING STRIPING (MULTICOMPONENT)	280.00	LIN FT	1.00	280.00	-	-	-	-	-	280.00		
56	CONCRETE BOLLARD	22.00	EACH	130.00	2,860.00	-	-	-	-	-	2,860.00		
57	FURNISH & INSTALL SIGN TYPE C	19.00	EACH	380.00	7,220.00	-	-	-	-	-	7,220.00		
58	FURNISH & INSTALL SIGN (STREET NAME)	15.00	EACH	400.00	6,000.00	-	-	-	-	-	6,000.00		
59	REINSTALL SIGN	2.00	EACH	200.00	400.00	-	-	-	-	-	400.00		
60	REINSTALL MAILBOX	7.00	EACH	250.00	1,750.00	-	-	-	-	-	1,750.00		
61	REINSTALL FENCE	48.00	LIN FT	20.00	960.00	-	-	-	-	-	960.00		
62	REINSTALL PAVERS	65.00	SQ FT	50.00	3,250.00	-	-	-	-	-	3,250.00		
63	REINSTALL LANDSCAPING	415.00	SQ FT	6.00	2,490.00	-	-	-	-	-	2,490.00		
64	SEDIMENT CONTROL LOG, TYPE WOOD CHIP	100.00	LIN FT	3.00	300.00	200.00	600.00	-	600.00	200%	300.00		
65	SEDIMENT CONTROL LOG, TYPE ROCK	100.00	LIN FT	10.00	1,000.00	-	-	-	-	-	1,000.00		
66	SILT FENCE, TYPE MS	4,655.00	LIN FT	1.50	6,982.50	60.00	90.00	-	90.00	1%	6,892.50		
67	EROSION CONTROL BLANKET, CAT 3N	2,300.00	SQ YD	1.35	3,105.00	-	-	-	-	-	3,105.00		
68	STORM DRAIN INLET PROTECTION	82.00	EACH	250.00	20,500.00	-	-	-	-	-	20,500.00		
69	STABILIZED CONSTRUCTION EXIT	7.00	EACH	750.00	5,250.00	-	-	-	-	-	5,250.00		
70	SALVAGE, SCREEN, RESPREAD EXISTING TOPSOIL	1.00	LUMP SUM	97,000.00	97,000.00	-	-	-	-	-	97,000.00		
71	COMMON TOPSOIL BORROW (LV)	2,764.00	CU YD	0.01	27.64	-	-	-	-	-	27.64		
72	TEMPORARY MULCH, HYDROMULCH	11,065.00	SQ YD	0.90	9,958.50	-	-	-	-	-	9,958.50		
73	TURF ESTABLISHMENT (SOD)	3,525.00	SQ YD	9.00	31,725.00	-	-	-	-	-	31,725.00		
74	TURF ESTABLISHMENT (SEED)	2.28	ACRE	7,000.00	15,960.00	-	-	-	-	-	15,960.00		
75	REMOVE STORM SEWER PIPE (12" & LARGER)	3,088.00	LIN FT	9.00	27,792.00	475.00	4,275.00	-	4,275.00	15%	23,517.00		
76	REMOVE STORM MANHOLE OR CATCH BASIN	24.00	EACH	230.00	5,520.00	-	-	-	-	-	5,520.00		
77	CONNECT TO EXISTING STORM STRUCTURE	5.00	EACH	1,600.00	8,000.00	3.00	4,800.00	-	4,800.00	60%	3,200.00		
78	CONNECT TO EXISTING STORM PIPE	4.00	EACH	780.00	3,120.00	1.00	780.00	-	780.00	25%	2,340.00		
79	8" PVC PIPE SEWER, SDR 26	20.00	LIN FT	38.00	760.00	-	-	-	-	-	760.00		
80	8" DIP PIPE SEWER	28.00	LIN FT	62.00	1,736.00	20.00	1,240.00	-	1,240.00	71%	496.00		
81	12" RC PIPE SEWER CLASS V	1,151.00	LIN FT	48.00	55,248.00	47.00	2,256.00	-	2,256.00	4%	52,992.00		
82	15" RC PIPE SEWER CLASS V	1,459.00	LIN FT	53.00	77,327.00	201.00	10,653.00	-	10,653.00	14%	66,674.00		
83	18" RC PIPE SEWER CLASS III	126.00	LIN FT	57.00	7,182.00	-	-	-	-	-	7,182.00		
84	21" RC PIPE SEWER CLASS III	661.00	LIN FT	66.00	43,626.00	-	-	-	-	-	43,626.00		
85	24" RC PIPE SEWER CLASS III	349.00	LIN FT	73.00	25,477.00	65.00	4,745.00	-	4,745.00	19%	20,732.00		
86	27" RC PIPE SEWER CLASS III	679.00	LIN FT	89.00	60,431.00	-	-	-	-	-	60,431.00		
87	30" RC PIPE SEWER CLASS III	69.00	LIN FT	101.00	6,969.00	-	-	-	-	-	6,969.00		
88	12" RCP APRON	3.00	EACH	880.00	2,640.00	-	-	-	-	-	2,640.00		
89	15" RCP APRON	2.00	EACH	950.00	1,900.00	-	-	-	-	-	1,900.00		

Unit Price

Progress Estimate - Unit Price Work

Owner:	City of Montrose	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	W13.120514
Contractor:	Kuechle Underground	Contractor's Project No.:	
Project:	2021 Downtown Improvement Project - Phase 1		
Contract:	2021 Downtown Improvement Project - Phase 1		

Contractor's Application for Payment

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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
90	24" RCP APRON	1.00	EACH	1,200.00	1,200.00	-	-	-	-	-	1,200.00
91	27" RCP APRON	1.00	EACH	1,300.00	1,300.00	-	-	-	-	-	1,300.00
92	30" RCP APRON	1.00	EACH	1,500.00	1,500.00	-	-	-	-	-	1,500.00
93	TRASH GUARD FOR 15" PIPE APRON	2.00	EACH	480.00	960.00	-	-	-	-	-	960.00
94	TRASH GUARD FOR 24" PIPE APRON	1.00	EACH	1,100.00	1,100.00	-	-	-	-	-	1,100.00
95	TRASH GUARD FOR 27" PIPE APRON	1.00	EACH	1,200.00	1,200.00	-	-	-	-	-	1,200.00
96	TRASH GUARD FOR 30" PIPE APRON	1.00	EACH	1,300.00	1,300.00	-	-	-	-	-	1,300.00
97	RIP RAP, CLASS III	90.00	CU YD	79.00	7,110.00	-	-	-	-	-	7,110.00
98	CONSTRUCT DRAINAGE STRUCTURE, DES SPECIAL-1	1.00	EACH	2,100.00	2,100.00	-	-	-	-	-	2,100.00
99	CONSTRUCT DRAINAGE STRUCTURE, DES H	75.70	LIN FT	460.00	34,822.00	7.86	3,615.60	-	3,615.60	10%	31,206.40
100	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	20.20	LIN FT	680.00	13,736.00	-	-	-	-	-	13,736.00
101	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4022	78.20	LIN FT	620.00	48,484.00	8.27	5,127.40	-	5,127.40	11%	43,356.60
102	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4020	27.40	LIN FT	700.00	19,180.00	-	-	-	-	-	19,180.00
103	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4022	39.30	LIN FT	720.00	28,296.00	4.70	3,384.00	-	3,384.00	12%	24,912.00
104	CONSTRUCT DRAINAGE STRUCTURE, DES 84-4022	9.50	LIN FT	1,600.00	15,200.00	-	-	-	-	-	15,200.00
105	INTERIOR LINING OF CATCH BASIN RINGS	50.00	EACH	810.00	40,500.00	-	-	-	-	-	40,500.00
106	CASTING ASSEMBLY (STORM)	57.00	EACH	500.00	28,500.00	-	-	-	-	-	28,500.00
107	ADJUST FRAME AND RING CASTING (STORM)	5.00	EACH	330.00	1,650.00	-	-	-	-	-	1,650.00
108	TELEVIEW EXISTING SANITARY SEWER	4,395.00	LIN FT	2.55	11,207.25	4,953.60	12,631.68	-	12,631.68	113%	(1,424.43)
109	TELEVIEW EXISTING SANITARY SEWER SERVICE FOR LOCATION & DEPTH	67.00	EACH	290.00	19,430.00	65.00	18,850.00	-	18,850.00	97%	580.00
110	ABANDON & SAND FILL SANITARY SEWER PIPE	2,155.00	LIN FT	7.81	16,830.55	-	-	-	-	-	16,830.55
111	ABANDON & SAND FILL SANITARY SEWER MANHOLE	3.00	EACH	950.00	2,850.00	-	-	-	-	-	2,850.00
112	REMOVE SANITARY SEWER PIPE	2,195.00	LIN FT	2.50	5,487.50	360.00	900.00	-	900.00	16%	4,587.50
113	REMOVE SANITARY MANHOLE	18.00	EACH	200.00	3,600.00	2.00	400.00	-	400.00	11%	3,200.00
114	CONNECT TO EXISTING SANITARY SEWER MAIN	5.00	EACH	1,400.00	7,000.00	2.00	2,800.00	-	2,800.00	40%	4,200.00
115	CONNECT TO EXISTING SANITARY SEWER MANHOLE	3.00	EACH	3,600.00	10,800.00	-	-	-	-	-	10,800.00
116	8"X6" PVC WYE, SDR 26	74.00	EACH	1,200.00	88,800.00	12.00	14,400.00	-	14,400.00	16%	74,400.00
117	6" PVC SANITARY SERVICE PIPE, SDR 26	2,309.00	LIN FT	23.00	53,107.00	309.00	7,107.00	-	7,107.00	13%	46,000.00
118	6" SANITARY CLEAN OUT	1.00	EACH	880.00	880.00	-	-	-	-	-	880.00
119	8" PVC PIPE SEWER, SDR 35	5,824.00	LIN FT	81.00	471,744.00	861.00	69,741.00	-	69,741.00	15%	402,003.00
120	CONSTRUCT SANITARY SEWER MANHOLE, DES 4007C	339.70	LIN FT	310.00	105,307.00	65.88	20,422.80	-	20,422.80	19%	84,884.20
121	CONSTRUCT OUTSIDE DROP	10.10	LIN FT	1,200.00	12,120.00	4.10	4,920.00	-	4,920.00	41%	7,200.00
122	CASTING ASSEMBLY (SANITARY)	24.00	EACH	820.00	19,680.00	-	-	-	-	-	19,680.00
123	CASTING ASSEMBLY SPECIAL - CLEANOUT	1.00	EACH	250.00	250.00	-	-	-	-	-	250.00
124	ADJUST FRAME AND RING CASTING (SANITARY)	29.00	EACH	330.00	9,570.00	-	-	-	-	-	9,570.00
125	REMOVE WATERMAIN	2,450.00	LIN FT	2.00	4,900.00	915.00	1,830.00	-	1,830.00	37%	3,070.00
126	REMOVE HYDRANT	13.00	EACH	50.00	650.00	3.00	150.00	-	150.00	23%	500.00
127	TEMPORARY WATER SERVICE	1.00	LUMP SUM	45,000.00	45,000.00	0.25	11,250.00	-	11,250.00	25%	33,750.00
128	CONNECT TO EXISTING WATERMAIN	14.00	EACH	1,800.00	25,200.00	3.00	5,400.00	-	5,400.00	21%	19,800.00
129	HYDRANT (8.5' BURY)	16.00	EACH	5,400.00	86,400.00	4.00	21,600.00	-	21,600.00	25%	64,800.00
130	6" GATE VALVE AND BOX	21.00	EACH	2,100.00	44,100.00	4.00	8,400.00	-	8,400.00	19%	35,700.00
131	8" GATE VALVE AND BOX	23.00	EACH	2,600.00	59,800.00	5.00	13,000.00	-	13,000.00	22%	46,800.00
132	10" GATE VALVE AND BOX	8.00	EACH	3,600.00	28,800.00	-	-	-	-	-	28,800.00
133	CASTING ASSEMBLY SPECIAL - CURB STOP	4.00	EACH	220.00	880.00	-	-	-	-	-	880.00
134	1" CORPORATION STOP & SADDLE	67.00	EACH	630.00	42,210.00	10.00	6,300.00	-	6,300.00	15%	35,910.00

Contractor's Application for Payment

Owner:	City of Montrose
Engineer:	Bolton & Menk, Inc.
Contractor:	Kuechle Underground
Project:	2021 Downtown Improvement Project - Phase 1
Contract:	2021 Downtown Improvement Project - Phase 1

[illegible]



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

May 16, 2022

Jessica Bonniwell
City Administrator
City of Montrose
311 Buffalo Avenue South
Montrose, MN 55363

RE: 2021 Downtown Improvement Project Phase 2
City of Montrose, Minnesota
Project No.: W13.120514

Dear Jessica:

Please find enclosed Payment Estimate No. 1 for the above referenced project. The estimate includes all work completed through May 11, 2022. We have reviewed the estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Northdale Construction Company, Inc. and one to me for our files.

If you have any questions on the above, please call.

Sincerely,

Bolton & Menk, Inc.

Spencer Johnson, P.E.
Project Engineer

Enclosures

Contractor's Application for Payment

Owner: <u>City of Montrose</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Northdale Construction Company, Inc.</u> Project: <u>2021 Downtown Improvement Project Phase 2</u> Contract: <u>2021 Downtown Improvement Project Phase 2</u>	Owner's Project No.: _____ Engineer's Project No.: <u>W13.120514</u> Agency's Project No.: _____																								
Application No.: <u>1</u> Application Date: <u>5/13/2022</u> Application Period: From <u>4/18/2022</u> to <u>5/11/2022</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 40%; text-align: right;">\$ 2,588,459.79</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 2,588,459.79</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 346,038.72</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td> a. <u>5%</u> X \$ 346,038.72 Work Completed</td> <td style="text-align: right;">\$ 17,301.94</td> </tr> <tr> <td> b. _____ X \$ _____ Stored Materials</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 17,301.94</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 328,736.78</td> </tr> <tr> <td>7. Less previous payments</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 328,736.78</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: right;">\$ 2,242,421.07</td> </tr> </table>		1. Original Contract Price	\$ 2,588,459.79	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 2,588,459.79	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 346,038.72	5. Retainage		a. <u>5%</u> X \$ 346,038.72 Work Completed	\$ 17,301.94	b. _____ X \$ _____ Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 17,301.94	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 328,736.78	7. Less previous payments	\$ -	8. Amount due this application	\$ 328,736.78	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 2,242,421.07
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Northdale Construction Company, Inc.</u>																									
Signature: <u>Sheila Boeb</u> Name: <u>Sheila Boeb</u>	Date: <u>5-13-2022</u> Title: <u>Controller</u>																								
Recommended by Engineer By: <u>[Signature]</u> Name: <u>Jared Voge, P.E.</u> Title: <u>City Engineer</u> Date: <u>05/16/2022</u>	Approved by Owner By: _____ Name: _____ Title: _____ Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Montrose		Engineer: Bolton & Menk, Inc.		Owner's Project No.: W13.120514											
Contractor: Northdale Construction Company, Inc.		Agency's Project No.:													
Project: 2021 Downtown Improvement Project Phase 2															
Contract: 2021 Downtown Improvement Project Phase 2															
Application No.: 1		Application Period: 04/18/22 to 05/11/22		Application Date: 05/13/22											
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	F1		F2		G	H	I	J	K	L
						Quantity Previous Estimate	Value Previous Estimate	Work Completed							
								Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Original Contract															
1	MOBILIZATION	1.00	LUMP SUM	32,152.50	32,152.50	-	-	0.25	8,038.13	-	8,038.13	-	8,038.13	25%	24,114.37
2	CLEARING	9.00	TREE	735.00	6,615.00	-	-	9.00	6,615.00	-	6,615.00	-	6,615.00	100%	-
3	GRUBBING	9.00	TREE	131.25	1,181.25	-	-	9.00	1,181.25	-	1,181.25	-	1,181.25	100%	-
4	REMOVE CURB AND GUTTER	1,060.00	LIN FT	5.00	5,300.00	-	-	607.00	3,035.00	-	3,035.00	-	3,035.00	57%	2,265.00
5	1.5" MILL BITUMINOUS PAVEMENT	12,870.00	SQ YD	1.05	13,513.50	-	-	-	13,513.50	-	-	-	-	-	13,513.50
6	REMOVE BITUMINOUS PAVEMENT	13,625.00	SQ YD	2.47	33,653.75	-	-	-	33,653.75	-	33,653.75	-	33,653.75	100%	-
7	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	105.00	SQ YD	7.50	787.50	-	-	-	125.00	-	937.50	-	937.50	119%	(150.00)
8	REMOVE CONCRETE DRIVEWAY PAVEMENT	395.00	SQ YD	10.00	3,950.00	-	-	-	3,950.00	-	1,860.00	-	1,860.00	47%	2,090.00
9	REMOVE CONCRETE WALK	1,503.00	SQ YD	10.00	15,030.00	-	-	-	15,030.00	-	14,770.00	-	14,770.00	98%	260.00
10	REMOVE BOLLARD	4.00	EACH	136.95	547.80	-	-	-	547.80	-	-	-	-	-	547.80
11	REMOVE GUARD RAIL	28.00	LIN FT	25.00	700.00	-	-	-	700.00	-	-	-	-	-	700.00
12	REMOVE FENCE	90.00	LIN FT	5.38	484.20	-	-	-	484.20	-	-	-	-	-	484.20
13	SALVAGE SIGN	18.00	EACH	42.00	756.00	-	-	-	756.00	-	-	-	-	-	756.00
14	SALVAGE MAILBOX	29.00	EACH	78.75	2,283.75	-	-	-	2,283.75	-	2,283.75	-	2,283.75	100%	-
15	SALVAGE FENCE	279.00	LIN FT	8.69	2,424.51	-	-	-	2,424.51	-	-	-	-	-	2,424.51
16	COMMON LABORERS	20.00	HOURL	105.00	2,100.00	-	-	-	2,100.00	-	-	-	-	-	2,100.00
17	3.0 CU YD SHOVEL	10.00	HOURL	483.87	4,838.70	-	-	-	4,838.70	-	-	-	-	-	4,838.70
18	DOZER	10.00	HOURL	310.47	3,104.70	-	-	-	3,104.70	-	-	-	-	-	3,104.70
19	12 CU YD TRUCK	10.00	HOURL	136.95	1,369.50	-	-	-	1,369.50	-	-	-	-	-	1,369.50
20	3.0 CU YD FRONT END LOADER	10.00	HOURL	311.67	3,116.70	-	-	-	3,116.70	-	-	-	-	-	3,116.70
21	SKID LOADER	10.00	HOURL	188.07	1,880.70	-	-	-	1,880.70	-	-	-	-	-	1,880.70
22	1.5 CU YD BACKHOE	10.00	HOURL	365.22	3,652.20	-	-	-	3,652.20	-	-	-	-	-	3,652.20
23	STREET SWEEPING	25.00	HOURL	136.50	3,412.50	-	-	-	3,412.50	-	-	-	-	-	3,412.50
24	COMMON EXCAVATION (P)	13,670.00	CU YD	14.00	191,380.00	-	-	-	191,380.00	-	12,343.66	-	12,343.66	6%	179,036.34
25	SUBGRADE EXCAVATION (EV)	1,065.00	CU YD	14.00	14,910.00	-	-	-	14,910.00	-	-	-	-	-	14,910.00
26	SELECT GRANULAR BORROW (CV)	6,355.00	CU YD	21.98	139,682.90	-	-	-	139,682.90	-	16,854.26	-	16,854.26	12%	122,828.64
27	GEOTEXTILE FABRIC TYPE V	15,850.00	SQ YD	1.46	23,141.00	-	-	-	23,141.00	-	618.88	-	618.88	3%	22,522.12
28	AGGREGATE BASE (CV) CLASS 5	4,370.00	CU YD	34.73	151,770.10	-	-	-	151,770.10	-	15,369.07	-	15,369.07	10%	136,401.03
29	AGGREGATE SURFACING (CV) CLASS 2	29.00	TON	43.04	1,248.16	-	-	-	1,248.16	-	-	-	-	-	1,248.16
30	TYPE SP 9.5 WEARING COURSE MIX (2.8)	2,500.00	TON	83.48	208,700.00	-	-	-	208,700.00	-	-	-	-	-	208,700.00
31	TYPE SP 12.5 NON WEAR COURSE MIX (2.8)	2,300.00	TON	75.08	179,441.20	-	-	-	179,441.20	-	-	-	-	-	179,441.20
32	BITUMINOUS PATCH, MILL & OVERLAY AREA	50.00	SQ YD	42.00	2,100.00	-	-	-	2,100.00	-	-	-	-	-	2,100.00
33	5" CONCRETE WALK	17,702.00	SQ FT	6.45	114,177.90	-	-	-	114,177.90	-	-	-	-	-	114,177.90
34	6" CONCRETE WALK (PEDESTRIAN RAMPS)	883.00	SQ FT	15.78	13,933.74	-	-	-	13,933.74	-	-	-	-	-	13,933.74
35	TRUNCATED DOMES	128.00	SQ FT	63.00	8,064.00	-	-	-	8,064.00	-	-	-	-	-	8,064.00
36	CONCRETE CURB & GUTTER DESIGN B618	7,105.00	LIN FT	14.70	104,443.50	-	-	-	104,443.50	-	-	-	-	-	104,443.50
37	CONCRETE CURB & GUTTER DESIGN B418	945.00	LIN FT	17.85	16,868.25	-	-	-	16,868.25	-	-	-	-	-	16,868.25
38	7" CONCRETE DRIVEWAY PAVEMENT	600.00	SQ YD	98.15	58,890.00	-	-	-	58,890.00	-	-	-	-	-	58,890.00
39	BITUMINOUS DRIVEWAY PAVEMENT	165.00	SQ YD	53.00	8,745.00	-	-	-	8,745.00	-	-	-	-	-	8,745.00
40	4" PVC EDGE DRAIN	7,190.00	LIN FT	14.07	101,163.30	-	-	-	101,163.30	-	7,428.96	-	7,428.96	7%	93,734.34
41	4" DRAIN CLEANOUT (ONE WAY)	4.00	EACH	249.83	999.32	-	-	-	999.32	-	-	-	-	-	999.32
42	4" DRAIN CLEANOUT (TWO WAY)	9.00	EACH	387.91	3,491.19	-	-	-	3,491.19	-	387.91	-	387.91	11%	3,103.28
43	CONCRETE HEADWALL	1.00	EACH	572.26	572.26	-	-	-	572.26	-	-	-	-	-	572.26
44	CASTING ASSEMBLY SPECIAL - EDGE DRAIN CLEAN OUT	3.00	EACH	360.16	1,080.48	-	-	-	1,080.48	-	-	-	-	-	1,080.48
45	SUMP PUMP DRAINLINE SERVICE	10.00	EACH	379.77	3,797.70	-	-	-	3,797.70	-	-	-	-	-	3,797.70
46	TRAFFIC CONTROL	1.00	LUMP SUM	4,725.00	4,725.00	-	-	-	4,725.00	-	1,181.25	-	1,181.25	25%	3,543.75
47	4" DOUBLE YELLOW PAVEMENT MARKING STRIPING	5,870.00	LIN FT	0.65	3,815.50	-	-	-	3,815.50	-	-	-	-	-	3,815.50
48	PEDESTRIAN CROSS WALK MARKING	540.00	SQ FT	5.04	2,721.60	-	-	-	2,721.60	-	-	-	-	-	2,721.60
49	CONCRETE BOLLARD	3.00	EACH	365.22	1,095.66	-	-	-	1,095.66	-	-	-	-	-	1,095.66

EICDC C-620 Contractor's Application for Payment
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Unit Price

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner's Project No.: W13-120514														
Engineer's Project No.:														
Agency's Project No.:														
Application No.:														
Application Period:														
Application Date:														
05/11/22														
05/13/22														
A	B	C	D	E	F	G		H	I	J	K	L		
						Item Quantity	Units						Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)
Bid Item No.	Description			Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work				Balance to Finish (F - J) (\$)		
50	FURNISH & INSTALL SIGN TYPE C	9.00	EACH	525.00	4,725.00			-		-		4,725.00		
51	FURNISH & INSTALL SIGN (STREET NAME)	8.00	EACH	525.00	4,200.00			-		-		4,200.00		
52	REINSTALL SIGN	5.00	EACH	367.50	1,837.50			-		-		1,837.50		
53	REINSTALL MAILBOX	29.00	EACH	131.25	3,806.25			-		-		3,806.25		
54	REINSTALL FENCE	240.00	LIN FT	21.92	5,260.80			-		-		5,260.80		
55	REINSTALL PAVERS	20.00	50 FT	42.00	840.00			-		-		840.00		
56	4" CHAIN LINK FENCE	90.00	LIN FT	40.50	3,645.00			-		-		3,645.00		
57	SEDIMENT CONTROL LOG, TYPE WOOD CHIP	100.00	LIN FT	31.50	3,150.00			-		-		3,150.00		
58	SILT FENCE, TYPE MS	4,003.00	LIN FT	1.76	7,045.28			-		-		7,045.28		
59	EROSION CONTROL BLANKET, CAT 20	2,070.00	50 YD	1.47	3,042.90			-		-		3,042.90		
60	STORM DRAIN INLET PROTECTION	26.00	EACH	319.54	8,308.04			-		-		8,308.04		
62	STABILIZED CONSTRUCTION EXIT	1.00	EACH	2,741.51	2,741.51			-		-		2,741.51		
63	SALVAGE, SCREEN, RESPAREAD EXISTING TOPSOIL	1.00	LUMP SUM	18,103.45	18,103.45			-		-		18,103.45		
64	COMMON TOPSOIL BORROW (LV)	1,260.00	CU YD	41.38	52,138.80			-		-		52,138.80		
65	TEMPORARY MULCH, HYDROMULCH	5,010.00	50 YD	0.89	4,458.90			-		-		4,458.90		
66	TURF ESTABLISHMENT (SOD)	1,843.00	50 YD	8.93	16,457.99			-		-		16,457.99		
67	TURF ESTABLISHMENT (SEED)	1.03	ACRE	5,512.50	5,677.88			-		-		5,677.88		
68	REMOVE STORM SEWER PIPE (12" & LARGER)	407.00	LIN FT	18.26	7,431.82			-		-		7,431.82		
69	REMOVE STORM MANHOLE OR CATCH BASIN	2.00	EACH	913.04	1,826.08			-		-		1,826.08		
70	CONNECT TO EXISTING STORM PIPE	3.00	EACH	1,186.44	3,559.32			-		-		3,559.32		
71	CONNECT TO EXISTING STORM STRUCTURE	2.00	EACH	1,553.25	3,106.50			-		-		3,106.50		
72	8" PVC PIPE SEWER, SDR 26	29.00	LIN FT	60.88	1,765.52			-		-		1,765.52		
73	12" RC PIPE SEWER CLASS V	318.00	LIN FT	74.20	23,595.60			-		-		23,595.60		
74	15" RC PIPE SEWER CLASS V	360.00	LIN FT	72.73	26,182.80			-		-		26,182.80		
75	18" RC PIPE SEWER CLASS III	543.00	LIN FT	76.82	41,713.26			-		-		41,713.26		
76	21" RC PIPE SEWER CLASS III	250.00	LIN FT	91.18	22,795.00			-		-		22,795.00		
77	15" RCP APRON	2.00	EACH	1,164.04	2,328.08			-		-		2,328.08		
78	TRASH GUARD FOR 15" RCP APRON	2.00	EACH	798.08	1,596.16			-		-		1,596.16		
79	RIP RAP, CLASS III	16.00	CU YD	228.26	3,652.16			-		-		3,652.16		
80	CONSTRUCT DRAINAGE STRUCTURE, DES SPECIAL-1	1.00	EACH	2,178.42	2,178.42			-		-		2,178.42		
81	CONSTRUCT DRAINAGE STRUCTURE, DES R-1	37.40	LIN FT	613.33	22,938.54			-		-		22,938.54		
82	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	5.80	LIN FT	535.36	3,105.09			-		-		3,105.09		
83	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4022	43.40	LIN FT	524.13	22,747.24			-		-		22,747.24		
84	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4020	18.60	LIN FT	788.11	14,658.85			-		-		14,658.85		
85	CONSTRUCT DRAINAGE STRUCTURE, DES 72-4020	11.00	LIN FT	967.29	10,640.19			-		-		10,640.19		
86	INTERIOR LINING OF CATCH BASIN RINGS	35.00	EACH	787.50	27,562.50			-		-		27,562.50		
87	CASTING ASSEMBLY (STORM)	25.00	EACH	1,209.02	30,225.50			-		-		30,225.50		
88	ADJUST FRAME AND RING CASTING (STORM)	5.00	EACH	443.26	2,216.30			-		-		2,216.30		
89	SALVAGE & REINSTALL CASTING	9.00	EACH	684.93	6,164.37			-		-		6,164.37		
90	REMOVE SANITARY MANHOLE	5.00	EACH	4,565.20	22,826.00			-		-		22,826.00		
91	CONNECT TO EXISTING SANITARY SEWER MAIN	2.00	EACH	1,302.38	2,604.76			-		-		2,604.76		
92	8"X6" PVC WYE, SDR 26	9.00	EACH	710.02	6,390.18			-		-		6,390.18		
93	6" PVC SANITARY SERVICE PIPE, SDR 26	270.00	LIN FT	51.98	14,034.60			-		-		14,034.60		
94	8" PVC PIPE SEWER, SDR 35	1,301.00	LIN FT	56.03	72,895.03			-		-		72,895.03		
95	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 4007C	69.00	LIN FT	461.19	31,822.11			-		-		31,822.11		
96	CASTING ASSEMBLY (SANITARY)	7.00	EACH	773.50	5,414.50			-		-		5,414.50		
97	ADJUST FRAME AND RING CASTING (SANITARY)	9.00	EACH	671.52	6,043.68			-		-		6,043.68		
98	ABANDON AND SAND FILL WATERMAIN	155.00	LIN FT	6.39	990.45			-		-		990.45		
99	REMOVE HYDRANT	4.00	EACH	273.94	1,095.76			-		-		1,095.76		

Progress Estimate - Unit Price Work

Contractor's Application for Payment

City of Montrose Owner: Bolton & Menk, Inc. Engineer: Northdale Construction Company, Inc. Contractor: 2021 Downtown Improvement Project Phase 2 Project: 2021 Downtown Improvement Project Phase 2 Contract:										Owner's Project No.: Engineer's Project No.: W13-120514 Agency's Project No.:																			
Application No.: 1										Application Period: From 04/18/22 to 05/11/22										Application Date: 05/13/22									
A	Bid Item No.	B	Description	C			D			E			F			G	H		I	J	K	L							
				Item Quantity	Units	Value of Bid Item (C X E) (\$)	Contract Information			F1	F2	Estimated Quantity Incorporated in the Work	Value of Work Completed (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Stored to Date (H + I) (\$)		% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)											
20.00	SQ YD	58.78	1,175.60				-	-	-							0.50			9,130.44	-	-	-	9,130.44	50%	1,175.60				
	100		4" POLYSTYRENE INSULATION	1.00	LUMP SUM	18,260.87	18,260.87	-	-	-	-	-	0.50	9,130.44	-	-	-	9,130.43	-	-	-	10,071.67							
	101		TEMPORARY WATER SERVICE	7.00	EACH	1,438.81	10,071.67	-	-	-	-	-	1.00	5,894.31	-	-	-	5,894.31	-	-	-	35,365.86							
	102		CONNECT TO EXISTING WATERMAIN	7.00	EACH	5,894.31	41,260.17	-	-	-	-	-	1.00	2,068.72	-	-	-	2,068.72	-	-	-	12,412.32							
	103		HYDRANT (8.5" BURY)	7.00	EACH	2,068.72	14,481.04	-	-	-	-	-	1.00	33,831.00	-	-	-	33,831.00	-	-	-	33,831.00							
	104		6" GATE VALVE AND BOX	12.00	EACH	2,819.25	33,831.00	-	-	-	-	-	-	720.32	-	-	-	720.32	-	-	-	720.32							
	105		8" GATE VALVE AND BOX	2.00	EACH	360.16	720.32	-	-	-	-	-	-	3,143.97	-	-	-	3,143.97	-	-	-	3,143.97							
	106		CASTING ASSEMBLY SPECIAL	9.00	EACH	349.33	3,143.97	-	-	-	-	-	-	6,296.49	-	-	-	6,296.49	-	-	-	6,296.49							
	107		1" CORPORATION STOP	9.00	EACH	699.61	6,296.49	-	-	-	-	-	-	8,796.55	-	-	-	8,796.55	-	-	-	8,796.55							
	108		1" CURB STOP & BOX	42.91	LIN FT	56.04	2,411.56	-	-	-	-	-	-	448.32	-	-	-	448.32	-	-	-	448.32							
	109		1" PE WATER SERVICE PIPE	205.00	LIN FT	56.04	11,480.00	-	-	-	-	-	-	8.00	-	-	-	8.00	-	-	-	8.00							
	110		6" C900 PVC WATERMAIN	170.00	LIN FT	54.91	9,334.70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
	111		8" C900 PVC WATERMAIN	2,060.00	LIN FT	83.04	171,852.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
	112		12" C900 PVC RAW WATERMAIN	2,605.00	LIN FT	83.04	216,319.20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
	113		WATERMAIN FITTINGS	1,640.00	POUND	13.59	22,287.60	-	-	-	-	-	-	84.00	-	-	-	84.00	-	-	-	-							
	114		REPLACE VALVE BOX	4.00	EACH	817.72	3,270.88	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
	115		ADJUST VALVE BOX	14.00	EACH	228.26	3,195.64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
	116		LANDSCAPING ALLOWANCE	1.00	ALLOWANCE	7,500.00	7,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
							Original Contract Totals			\$				\$				\$				\$							



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

MEMORANDUM

Date: May 17, 2022
To: Honorable Mayor Moynagh
Members of the City Council
From: Jared Voge, P.E.
City Engineer
Subject: Center Avenue S Culvert Replacement
2021 Downtown Improvement Project Phase 1
Montrose, Minnesota
Project No.: W13.120514

During conversation with the Montrose Mobile Manor owner, he requested that the 24-inch corrugated metal culvert on Center Avenue S, just north of the park, be replaced with the Downtown Improvement Project. Bolton and Menk field staff investigated the condition of the culvert and found that the culvert is failing and is in need of replacement. Kuechle Underground stated that they should be able to acquire the 24-inch reinforced concrete pipe and aprons necessary for the replacement of the culvert. The estimated cost of the culvert replacement and bituminous street patching is approximately \$20,000. A detour for the Mobile Manor traffic has been implemented into the Highway 12 closure, which would be a cost incurred if the City were to replace the culvert in the future.

We recommend that if the City finds the replacement of the culvert feasible, council make a motion to incorporate the work into the project.

If you have any questions on the above, please call.

JAV/sjj

Enclosures

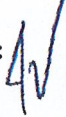


Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

MEMORANDUM

Date: May 17, 2022
To: Honorable Mayor Moynagh
Members of the City Council
From:  Jared Voge, P.E.
City Engineer
Subject: Street Light System Improvements
2021 Downtown Improvement Project Phase 1 & Phase 2
Montrose, Minnesota
Project No.: W13.120514

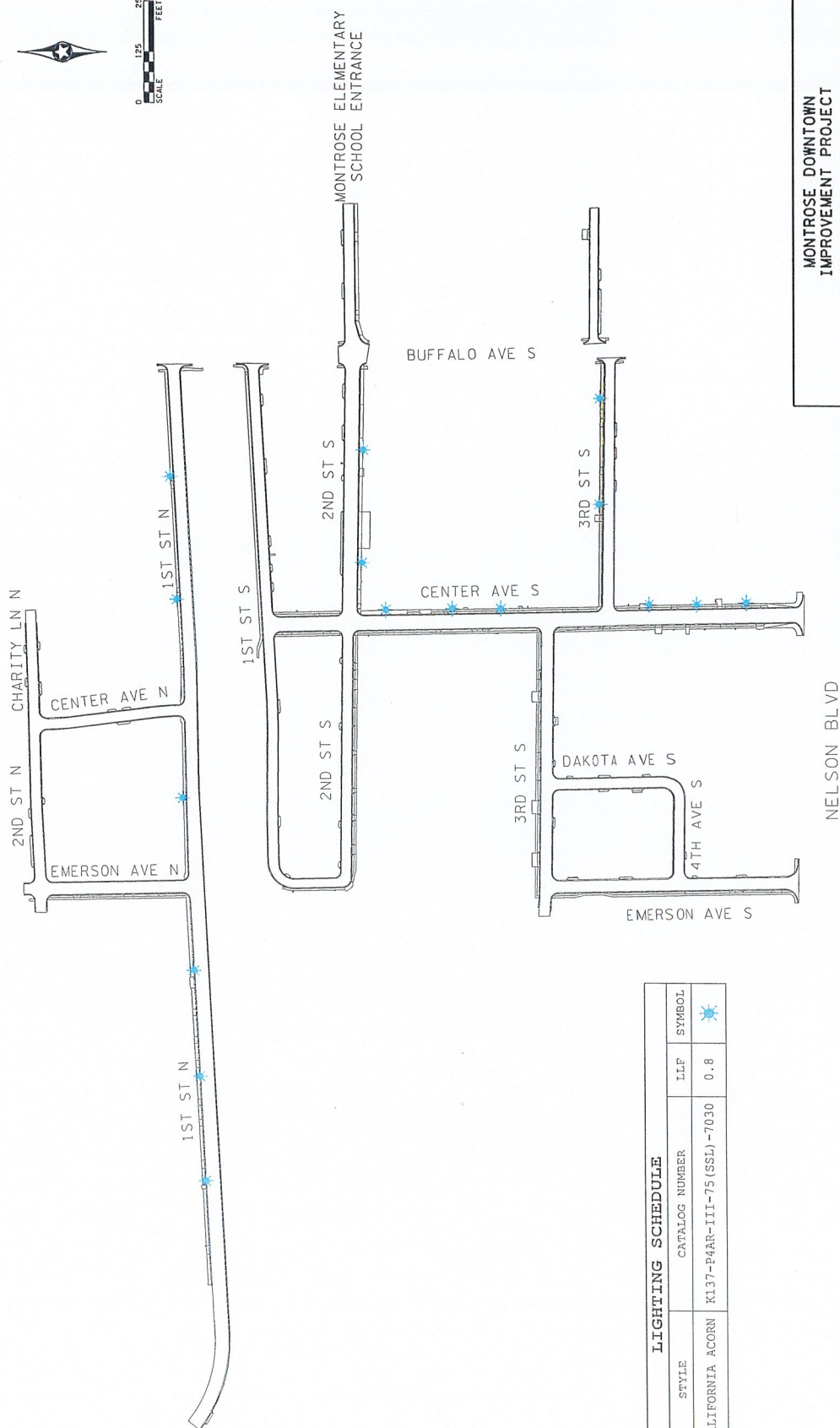
In July 2021 Council considered several options for street lighting improvements. At the direction of Council, we submitted a request for Xcel Energy to complete the design of pedestrian lighting improvements. The request included improvements on the west side of Center Avenue S; however, we were informed that clearance requirements between the lights and the overhead electric lines would not be met and this would not be feasible without extensive revisions to the overhead electric poles. The location of these pedestrian lights were adjusted to the east side of Center Avenue S. All pedestrian lights south of the railroad tracks have been designed to include receptacles. The location of the pedestrian lighting improvements is shown on the attached figure. We have also attached the street lighting improvements memo from July of 2021 for your reference.


The cost for the construction of the proposed pedestrian lighting improvements is \$146,370. If Council desires to proceed with the pedestrian lighting improvements, this cost would need to be paid in advance and the attached streetlight construction contract would need to be executed. After Xcel receives payment and executed contracts, they would then order the materials, which have a delivery time of 12-14 weeks.

If you have any questions on the above, please call.

JAV/sjj

Enclosures



LIGHTING SCHEDULE			
QUANTITY	STYLE	CATALOG NUMBER	LLF SYMBOL
16	CALIFORNIA ACORN	K137-P4AP-III-75 (SSL)-7030	0.8 

**MONTROSE DOWNTOWN
IMPROVEMENT PROJECT**


**BOLTON
& MENK**

PEDESTRIAN LIGHTING LOCATIONS FIGURE



Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

Construction Agreement For Street Lighting Facilities

The customer identified below ("Customer") and Northern States Power Company, a Minnesota Corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") agree to this Construction Agreement for Street Lighting Facilities, including the attached Terms and Conditions, for the following street light facilities:

Customer: **City of Montrose, Minnesota**

Address: **311 Buffalo Avenue South, PO Box 25**

City: **Montrose**

State: **MN**

Zip Code: **55363**

Project charges of: **One hundred forty-six thousand three hundred seventy dollars and 00/100 Dollars: \$146,370.00**

In accordance with the following terms of payment: **Payment due prior to construction beginning**

For Association or City of: **City of Montrose will be billed monthly rate per luminaire after installation**

Streetlights/Facilities Location: **1st St N (6 lights north of RR tracks), Center Ave S (6 lights south of RR tracks, east side) and 2nd St S (2 lights between Center Ave and Buffalo Ave, south side), 3rd St S (2 lights between Center Ave and Buffalo Ave, north side)**

Rate Code: **A30 Pre-Pay Option (6,000 Lumens, "Type C"). Current monthly rate per luminaire is \$5.49. + surcharge.**

Service consisting of: **Pre-Pay Option rate includes electricity and maintenance for 25 years from installation.**

Installation of Company Owned streetlight facilities consisting of:	
Designation of Lamps: North Side of Railroad Tracks: (6) 15 ft Washington style Aluminum Base Mounted Poles without Outlets (6) 6,000 Lumens "Type C" LED Acorn style Fixtures. 452' #6 Duplex Secondary Cable, 452' 1 ½ Conduit South Side of Railroad Tracks: (10) 15 ft Washington style Aluminum Base Mounted Poles with Outlets (10) 6,000 Lumens "Type C" LED Acorn style Fixtures 2100' Cable (1) Feedpoint Cabinet 120' 4/0 Triplex Secondary Cable, 2220' 1 ½ Conduit Installed by Bore & Plow during construction. Restoration is not included. City is responsible for contacting Builders Call Line to have electric meter installed for outlets and for all associated costs and monthly usage.	Number of Luminaries and Poles: 16- LED Acorn Fixtures, 6,000 Lumens, "Type C" Fixture Color - Black 6-15 ft Aluminum Base Mounted Poles without outlets Pole Color - Black 10-15 ft Aluminum Base Mounted Poles with outlets Pole Color - Black
Project charges valid for 60 days from signing of contract.	

Customer and Xcel Energy agree to the attached terms and conditions for the installation and moving of the facilities identified above. Customer and Xcel Energy agree that the operation of the facilities shall be subject to the General Street Lighting Contract for Operations & Maintenance Services between Customer and Xcel Energy, dated

Dated this _____ day of _____ 20 _____

Dated this _____ day of _____ 20 _____

Customer: City of Montrose

Xcel Energy

By: _____

By: _____

Title: _____

Title: Robert J Schommer, Senior Operations
Manager - Minnesota as authorized agent
for Northern States Power Co.

XCEL ENERGY USE ONLY	Date: 05/16/22	Div: St Cloud
Xcel Energy Outdoor Project Designers, Coordinator:	Riley Beckman, Alicia Krampert, Angela Adesoro	
Xcel Energy Project Number:	SAP Notification #12290049	
Customer Charges Paid:		



Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

TERMS AND CONDITIONS

Customer and Company agree to the following terms and conditions:

1. **Acceptance.** Execution of this Agreement constitutes Customer's acceptance of the express terms of Company's proposal and the offer contained therein, which are included and incorporated into this Agreement. Any additional or different terms proposed by Customer, or any attempt by Customer to vary in any degree any of the terms in this Agreement in Customer's acceptance, are hereby objected to and rejected, and (i) such additional or different terms shall not operate as a rejection of the incorporation of the Company's proposal in this Agreement unless such variances are with respect to terms involving the description, quantity, or delivery schedule of the Work to be performed by Company as described in Company's proposal ("the Work" means the supplying of any labor, materials, or any other work of Company expressly described in Company's proposal); (ii) such additional or different terms shall be deemed a material alteration hereof; and (iii) Company's proposal shall be deemed accepted by Customer and incorporated into this Agreement without said additional or different terms.
2. **Request for Installation; Rights.** Customer requests that Company install outdoor lighting at the location(s) designated on page one and/or as shown on the attached exhibit. Customer grants Company any right, privilege, and easement to install, operate and maintain its facilities, including underground facilities, on the property.
3. **Installation Requirements.** Customer agrees that, prior to Company starting work: (1) the route of Company's service installation shall be accessible to Company's equipment; (2) Customer will remove all obstructions from the route at no cost or expense to Company; (3) Customer will clearly mark all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route shall not be above or more than four inches below the final grade. Company will contact the appropriate agency to locate 3rd party utility facilities (phone, cable, etc.) on Customer property. Customer agrees Company is not responsible for damage to Customer-owned underground facilities not marked at the time of outdoor lighting service installation.
4. **Installation Cost Contribution.** Customer agrees to pay an installation cost contribution provided in Project Charges on page one. Customer is responsible for any additional installation costs incurred by Company because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc., (2) extensive existing underground facilities, and (3) any existing conditions that exist but did not exist at the time the installation cost was determined, such as new sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route.
5. **Winter Construction Charges.** When underground facilities are installed between October 1 and April 15, inclusive, because of failure of Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company also reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.
6. **Schedule; Delays.** Quoted shipping and completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Customer and access as required by Company and its contractors or subcontractors (if any) to the site and to the equipment which is the subject of this Agreement. If Company's performance is delayed by Customer's suspension of work, in whole or in part, or by any act or omission of Customer, the time for performance will be extended by the period of time required by Company to return to the state of performance that existed before the delay. If the delay or suspension continues for sixty (60) days, Company has the right to cancel or renegotiate the Agreement. Customer will pay an equitable adjustment based on a claim submitted by Company for all reasonable costs, damages and expenses incurred by Company incident to the delay or suspension.



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825 Rice Street
St. Paul, MN 55117

7. **Changes.** The prices for any extras or changes to the scope of the Work or modifications to the payment or performance schedule will be agreed upon in writing before either party will be obligated to proceed with such changes. Performance of any change will not waive any claims for equitable adjustment in price or schedule.
8. **Relocating Facilities.** Customer agrees to pay the cost of relocating any portion of facilities, including underground facilities, to accommodate Customer or as required due to altering of grade, additions to structures, installation of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping, or any other condition which makes maintenance of the Company's facilities impractical. Company shall notify Customer of such relocations prior to incurring relocation costs.
9. **Environmental.** Prior to the start of the Work, Customer will provide notice of any hazardous materials or hazardous situations that it is aware of with respect to the facilities where the Work is to be performed or that could affect the Work. In the event Company encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Work, the discovery thereof shall constitute a cause beyond Company's reasonable control and Company shall have the right to cease or not commence the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense.
10. **Restoration.** Company will restore any excavation of the boulevard on Customer's property with existing soil, so it is level and clean. Customer is responsible for the final compacting, loam, seeding, sod, or watering of the boulevard at Customer's expense unless otherwise noted on page one of this Agreement.
11. **Additional Charges.** In addition to the project charges on page one of this Agreement, Company shall be compensated for any added costs of performing the Work attributable to any one or more of the following: (i) any and all extras and change orders and any and all other additional work mutually agreed by Customer and Company; (ii) any and all costs and expenses related to asbestos or other environmental matters, any unforeseen conditions or any changes in the law; and (iii) any and all added costs and expenses of performing the Work attributable to any change by Customer in the criteria or information for the facility or to any delay or breach by Customer or its subcontractors.
12. **Operations; Maintenance.** Customer requests and authorizes Company to provide illumination and maintain the street lighting facilities under the Terms and Conditions as described in Customer's General Street Lighting Contract for Operations & Maintenance Services with Company, which shall be effective upon the completion date of the street light installation.
13. **Payments.** Unless otherwise specified in Company's proposal, Company may at its option invoice Customer upon completion of the Work or invoice Customer on a monthly basis for construction work performed under this Agreement. Customer shall pay Company all invoiced amounts within thirty (30) days of receipt of invoice.
14. **Termination.** Customer may terminate the Agreement only upon written notice to Company and payment to Company for all (i) services and Work rendered or performed to the effective date of such termination; (ii) materials, supplies and equipment purchased prior to the effective date of such termination; and (iii) costs incurred by Company as a result of such termination. To the extent that Company uses the materials, supplies, or equipment on other projects or for maintenance purposes, Customer will not be charged for them.
15. **Warranties.** Company shall perform the Work in a safe and professional manner in accordance with all applicable codes, standards, regulations, and laws. Company shall repair, replace, or correct to Customer's satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of the Work. Acceptance of the Work or payment by Customer shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**
16. **Limitation of Remedies.** IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.



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825 Rice Street
St. Paul, MN 55117

INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE. In no event whatsoever shall Company ever be liable to Customer for any damages or other amounts (including, without limitation, direct or actual damages), whether arising in contract or tort (including, without limitation, negligence) or otherwise, under or in connection with this Agreement or the Work, in an amount, in the aggregate, in excess of the total price paid for the Work; any and all claims for damages in excess of such amount being hereby forever waived and released by Customer; provided, however, that nothing contained in this sentence shall waive or limit any direct damages which Customer may suffer on account of Company's gross negligence or willful misconduct.

17. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to any cause beyond its reasonable control, including fire, flood, strike or other labor difficulty, act of God, or act of any governmental authority. The party experiencing the force majeure will notify the other party promptly, and appropriate adjustments will be negotiated. In the event of delay in performance due to force majeure, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay, provided that if such delay continues for 60 days the party not experiencing the force majeure may terminate this Agreement.
18. **Document Approval.** Company may request that Customer review documents developed by Company for conformity with Customer requirements or specifications. Unless Customer advises Company otherwise in writing within fifteen (15) days after Company's submission, Company may consider the documents approved and proceed with work. Changes, thereafter, made at the direction of Customer, will entitle Company to adjustment by change order.
19. **Documentation and Proprietary Information.** Customer will provide Company with accurate and complete information in order to permit Company to successfully undertake and complete the Work. Company shall not be prohibited from disclosure or use of proprietary or confidential information or documents necessary for Company to secure or maintain in effect any license or permit, or otherwise to complete the Work. Where Customer information is incomplete or incorrect, resulting in delay or extra work, Company will be entitled to adjustment by change order.
20. **Work Product.** All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Company or Company's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments of service in respect of the Work, and Company shall retain all ownership and property interest therein, whether or not the Work is completed. Customer may make and retain copies for information and reference in connection with the Work; *provided, however*, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Company.
21. **Customer Facilities.** Company does not assume any responsibility for the adequacy, safety, or satisfactory performance of Customer's facilities. Customer shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Company and its officers, directors, agents, employees, and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the failure, non-operation or faulty performance of Customer's facilities (except to the extent of Company's gross negligence or willful misconduct).
22. **Subcontracting.** Company may subcontract any portion or all of the Work without the approval of Customer.
23. **Independent Contractor.** Nothing contained in this Agreement nor any acts of the parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the parties to this Agreement, except that of owner and independent contractor.
24. **Title; Rights of Access.** Customer warrants that it has fee simple title to the property. Customer hereby grants to Company the right to enter and improve the real property for the purposes stated herein.
25. **Ownership.** Customer shall acquire no right, title, or interest in any portion of the Work or Company's equipment, or facilities placed in, on, over, through and/or under the real property by Company. The Work constructed and installed by Company on the real property of Customer shall be and mean the personal property



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St. Paul, MN 55117

of Company, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by Customer or any other party. Further, Company may remove, repair, and replace the Work and its component system and equipment at any time without notice in Company's sole and absolute discretion.

26. **Other.** It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each and every provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void, but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of laws provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement, or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.
27. **Governing Law.** The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.

Northern States Power Company, a Minnesota corporation
 Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RULES FOR APPLICATION OF
 STREET LIGHTING RATES**

Section No. 5
 7th Revised Sheet No. 82

1. SERVICE INCLUDED IN RATE

a. *Street Lighting System Service*

Overhead, Underground, and Decorative

Company shall own, operate, and maintain the overhead and underground street lighting systems using Company's standard street lighting equipment.

Company Property

All poles, other material and equipment that may be used by Company in carrying out street lighting service shall be and remain the property of Company. Company shall have the right to install poles and other materials for street lighting service on or along public streets and alleys of customer and to remove the same upon expiration of term.

Terms and Conditions:

Standard Service

Except for customers choosing the pre-pay option for street lighting system service, the term of service will be a minimum of five (5) years. After the minimum five year service term, service shall continue thereafter for one (1) year terms, unless either party provides written notice at least ninety (90) days prior to the expiration of a term that customer intends to terminate the service. Existing lights that have been in service for more than five years at the time this Tariff provision is approved by the Commission will continue on 1-year terms until either party terminates the service based on the provisions listed above. Company shall furnish all electric energy necessary to operate the street lighting system, shall make all lamp and glassware renewals, clean the glassware, light and extinguish all lamps, make all ballast and starter renewals, and furnish all the materials and labor necessary for these services. Company shall also repair all damaged equipment.

Pre-Pay Option

Customer shall pay the Company upfront the costs associated with the entire ornamental street lighting system including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. The Company retains ownership of the street lighting system. The street lighting system shall be Company approved and include a lamp type and wattage combination that corresponds to an existing Pre-Pay Option rate. Company shall furnish all electric energy necessary to operate the street lighting system, shall make all lamp and glassware renewals, clean the glassware, light and extinguish all lamps, make all ballast and starter renewals, and furnish all the materials and labor necessary for these services. Company shall also repair all damaged equipment for 25 years from the installation date. After 25 years, Company will repair damaged equipment when the damage is not associated with the age of the street lighting system. These repairs are routine in nature such as lamp, photo control, starter, and fuses.

(Continued on Sheet No. 5-83)

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	06-12-17

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RULES FOR APPLICATION OF
STREET LIGHTING RATES (Continued)**

Section No. 5
6th Revised Sheet No. 83

1. SERVICE INCLUDED IN RATE (Continued)

Prepay Option (Continued)

If in the Company's opinion, the condition of the street lighting system is such that replacement or significant renovation of the system is necessary (for example, due to underground faults, pole deterioration, ballast outage), the customer shall have two options:

- (1) the customer must either transfer to the Street Lighting Energy Service — Metered rate, or
- (2) reimburse Company for the installed cost of a replacement system.

Attachments

The Customer may not make any attachments, including but not limited to, banners, flags, signs, or holiday lighting, to the poles without the express written permission of Company. Approval of any such attachments will be at the sole discretion of the Company. In the event that any such attachments are made without written Company authorization, customer shall remove such attachments upon notice from Company. Any damage to Company property or other Company equipment caused by an unauthorized attachment by customer shall, after notice of damage to the customer be repaired by Company at the customer's expense. However, notice to customer prior to repair will not be required in case of an emergency or any other reason that requires immediate repair. In addition, if a street light outage is caused by an unauthorized attachment to Company property, service outage credits will not apply as described in paragraph 3 below.

b. Street Lighting Energy Service

The customer owns and maintains entire ornamental street lighting system including underground cables, posts, lamps, ballasts, photocells, and glassware. Ballasts shall provide a power factor of at least 90% and photocells shall conform to specified daily operating schedule. Company furnishes energy only at central distribution points designated by Company.

c. City of St. Paul

City owns and maintains lamp units, lamps, photocells, and glassware. Company owns and maintains distribution system, including hangers and furnishes energy at the lamp unit. Ballasts shall provide a power factor of at least 90% and photocells shall conform to specified daily operating schedule.

2. DAILY OPERATING SCHEDULE

The daily operating schedule of lamps shall be from approximately one-half hour after sunset until one-half hour before sunrise.

(Continued on Sheet No. 5-84)

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	06-12-17

Northern States Power Company, a Minnesota corporation
 Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RULES FOR APPLICATION OF
 STREET LIGHTING RATES (Continued)**

Section No. 5
 6th Revised Sheet No. 84

3. OUTAGES

If illumination from any non-metered lamp is interrupted and the illumination is not resumed within 2 business days from the time the Company receives notice, 1/30th of the applicable monthly metered energy and fuel cost charges for the affected lamp(s) for each night of service outage shall be credited to the customer.

The Company shall apply such credits to all affected customers one time annually in the month of December of each year, together with an itemized list of the street lamps and/or poles associated with the credits.

Interruption of Company Performance:

In the event of the total or partial interruption of service where the Company is prevented from providing service, a customer shall not be charged under this tariff for the duration of time service cannot be provided. The Company will proceed with all reasonable diligence to put itself and its works in condition to resume and continue the supply of electric energy and the performance of the service. The Company shall not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than gross negligence of the Company. The Company shall not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service.

4. SPECIAL SERVICES

a. *Street Lighting System Service*

Temporary Disconnection of Service (Street lighting facilities remain in place.)

When requested by the customer, Company will temporarily disconnect service to individual street lighting units provided the customer pays a monthly facilities charge equal to the regular monthly rate less the product of the average monthly kWh for the lighting unit and the energy charge from the Street Lighting Energy Service - Metered rate schedule. The customer must pay a charge of \$25.00 to disconnect or reconnect each lighting unit.

Termination of Street Lighting Facilities

When requested by the customer, except for Pre-Pay Option lighting service, Company will remove all or a portion of a street lighting system and cease billing. The customer must pay termination costs for the removal and undepreciated value of facilities, less any salvage value, if the number of lights requested to be removed in any 12 month period exceeds 5% of the municipality's street lighting system.

(Continued on Sheet No. 5-84.1)

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Northern States Power Company, a Minnesota corporation
 Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RULES FOR APPLICATION OF
 STREET LIGHTING RATES (Continued)**

Section No. 5
 4th Revised Sheet No. 84.1

4. SPECIAL SERVICES (Continued)

b. *Street Lighting Energy Service*

Daily Operating Schedule Option

Reduced hours of operation from the standard daily operating schedule is available under the applicable commercial and industrial rate, subject to the following provisions:

- (1) customer must install a meter socket at the service point, and
- (2) customer shall provide all maintenance to lighting units and identify the lighting units with Company approved markings.

Disconnection of Service

During the period between customer disconnection and reconnection of street lighting units, Company will cease billing provided the disconnection is made on the line side of the lighting unit ballast. Customer disconnection not on the line side will require the customer to pay a charge to compensate for the lighting unit ballast core loss. When requested by the customer, Company will disconnect or reconnect street lighting units provided the customer pays a charge of \$25.00 for the disconnection or reconnection of each lighting unit. The customer must identify all disconnected street lighting units with Company approved markings.

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
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Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STREET LIGHTING SYSTEM SERVICE
RATE CODE A30**

Section No. 5
27th Revised Sheet No. 74

AVAILABILITY

Available for year-round illumination of public streets, parkways, and highways by High Pressure Sodium (HPS), Metal Halide or Light Emitting Diode (LED) luminaires supported on poles, where the facilities for this service are furnished by Company. Underground Service under this schedule is limited to areas having a Company owned underground electric distribution system. Standard Service includes a monthly payment for the lighting system cost. Pre-Pay Option requires customer payment for the lighting system cost before establishing service.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific charges applicable to this service are listed below.

RATE

Designation of Lamp (Lumens)	Monthly Rate Per Luminaire			Pre-Pay Option
	Overhead	Underground	Decorative	
70W High Pressure Sodium	\$9.63	\$19.54	--	\$5.97
100W High Pressure Sodium	\$10.17	\$20.07	\$31.67	\$6.66
150W High Pressure Sodium	\$10.95	\$20.86	\$32.84	\$7.54
200W High Pressure Sodium*	\$12.88	--	--	--
250W High Pressure Sodium	\$13.87	\$23.38	\$34.89	\$9.61
400W High Pressure Sodium	\$16.85	\$26.06	\$37.38	\$12.42
175W Metal Halide	\$14.98	\$27.90	\$37.38	\$13.54
30-40W Light Emitting Diode (4,000)	\$10.32	\$20.22	--	\$4.90
50-75W Light Emitting Diode (6,000)	\$11.01	\$20.91	--	\$5.49
110-165W Light Emitting Diode (14,000)	\$14.46	\$23.96	--	\$7.05
200-250W Light Emitting Diode (25,000)	\$17.98	\$27.19	--	\$8.93

*Closed to new customers

INTERIM RATE ADJUSTMENT

A 13.52% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2022.

N
N
N

(Continued on Sheet No 5-74.1)

Date Filed:	10-25-21	By: Christopher B. Clark	Effective Date:	01-01-22
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-21-630		Order Date:	12-23-21

Northern States Power Company, a Minnesota corporation
 Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

STREET LIGHTING SYSTEM SERVICE (Continued)
RATE CODE A30

Section No. 5
 11th Revised Sheet No. 74.1

PRE-PAY OPTION SURCHARGE

A monthly surcharge per luminaire of 0.2% applies to the amount the purchase price exceeds \$1,200.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

FUEL CLAUSE

Bills are subject to the adjustments provided for in the Fuel Clause Rider.

RESOURCE ADJUSTMENT

Bills are subject to the adjustments provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider, the Renewable Development Fund Rider, the Transmission Cost Recovery Rider, the Renewable Energy Standard Rider and the Mercury Cost Recovery Rider.

ENVIRONMENTAL IMPROVEMENT RIDER

Bills are subject to the adjustments provided for in the Environmental Improvement Rider.

SURCHARGE

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider.

LATE PAYMENT CHARGE

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations, Section 3.5.

OTHER PROVISIONS

This schedule is also subject to provisions contained in Rules for Application of Street Lighting Rates.

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	06-12-17




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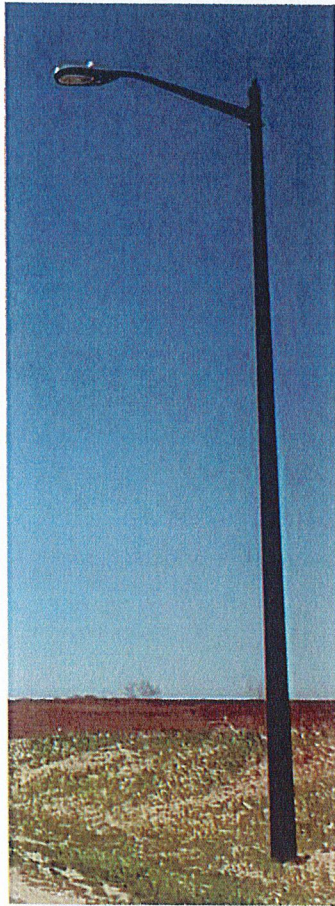
MEMORANDUM

Date: July 7, 2021
To: Honorable Mayor Moynagh
Members of the City Council
From:  Jared Voge, P.E.
City Engineer
Subject: Street Light System Improvements
2021 Downtown Improvement Project
Montrose, Minnesota
Project No.: W13.120514

City staff have expressed a desire to improve the street intersection and pedestrian lighting throughout the 2021 Downtown Improvement Project areas. We have discussed several light improvement options and approximate up-front costs with Xcel Energy. The options are discussed in detail on the following pages.

Intersection Lighting Improvements:

The intersection street lighting improvements include installing new 30-foot direct bury fiberglass poles with LED Cobrahead fixtures. The cost for installing the new poles and fixtures is approximately \$4,500 - \$6,000 per intersection street light. It is important to note that the existing wood overhead electric distribution poles would not be removed, and these intersection light poles would be in addition to the existing wood poles. If the City were to replace the fixtures on the existing wood distribution, there would be no City cost. Pictures of an intersection street light on a direct bury fiberglass pole and on a wood distribution pole are shown below.



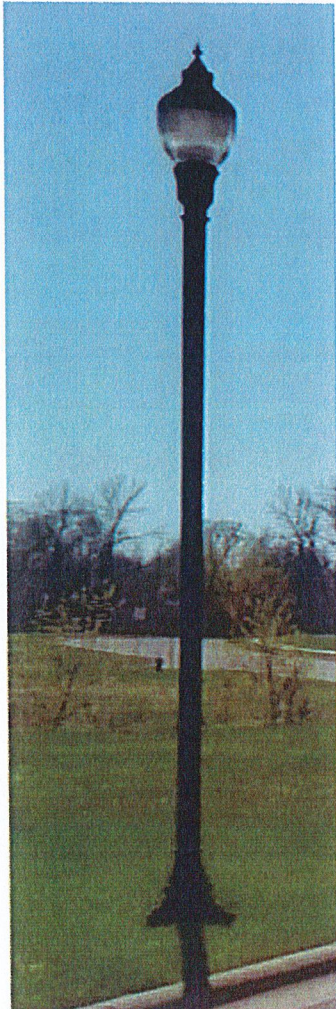
*Picture 1: Intersection Street Light
on Direct Bury Fiberglass Pole*



*Picture 2: Intersection Street Light
on Wood Overhead Electric
Distribution Pole*

Pedestrian Lighting Improvements:

The pedestrian street lighting improvements include installing new 15-foot base mounted aluminum poles with LED California Acorn fixtures. The cost for installing the new poles and fixtures is approximately \$6,000 - \$7,500 per pedestrian street light. Xcel also provides the option for installing 110-volt receptacles on the pedestrian street light poles, which is included in the cost range provided. There is an additional minimum monthly cost for the outlets as well as costs for electrical usage of the receptacles, which are not included in the cost range provided above. A picture of the pedestrian street light described is shown below.



*Picture 3: Pedestrian Street Light
on Base-Mounted Aluminum Pole*

The attached Lighting Locations Figure shows a map of the proposed lighting improvements. The lighting improvements north of the railroad tracks consist of 5 intersection street lights and 7 pedestrian street lights, and the lighting improvements south of the railroad tracks consist of 12 intersection street lights and 10 pedestrian street lights. The up-front cost range of the proposed improvements is as follows:

North of the Railroad Tracks:

1. Intersection Street Lighting (5 Lights) = \$22,500 - \$30,000
2. Pedestrian Street Lighting (7 Lights) = \$42,000 - \$52,500

South of the Railroad Tracks:

1. Intersection Street Lighting (12 Lights) = \$54,000 - \$72,000
2. Pedestrian Street Lighting (10 Lights) = \$60,000 - \$75,000

Based on the above information, we have provided the following options and up-front costs regarding the street light improvements:

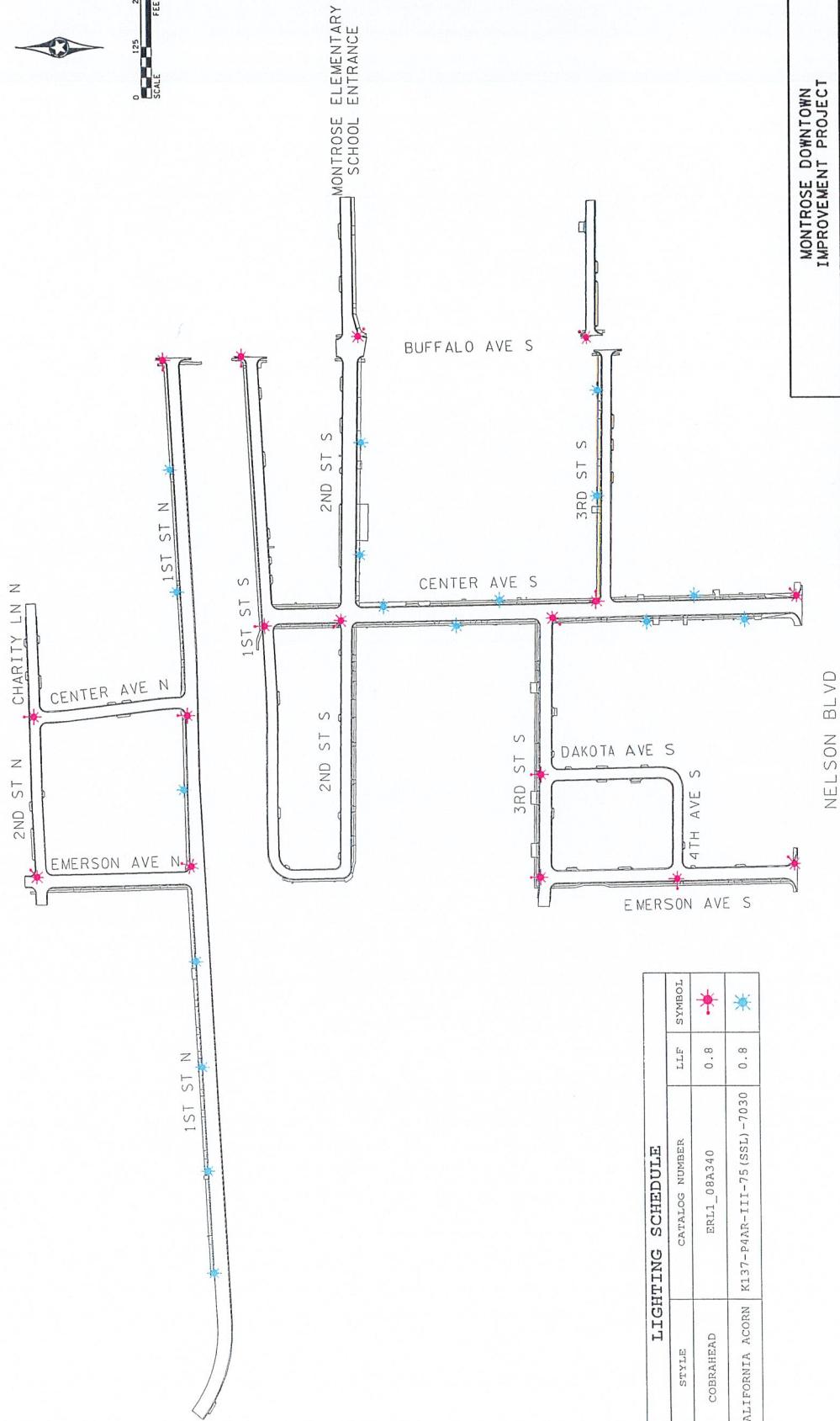
1. Replace the intersection light poles and fixtures and install new pedestrian street lights.
 - a. Estimated Cost Range = \$178,500 – \$229,500
2. Replace the intersection light fixtures on the existing wood poles and install new pedestrian street lights.
 - a. Estimated Cost Range = \$102,000 – \$127,500
3. Replace the intersection light fixtures on the existing wood poles and do not install pedestrian street lights.
 - a. Estimated Cost Range = \$0

If Council desires to proceed with one of the options listed above, we recommend that Council give us direction on the light system improvements.

If you have any questions on the above, please call.

JAV/sjj

Enclosures



LIGHTING SCHEDULE			
QUANTITY	STYLE	CATALOG NUMBER	SYMBOL
17	COBRAHEAD	BRLL_08A340	★
17	CALIFORNIA ACORN	K137-P4JR-III-75 (SSL) -7030	★



MONTROSE DOWNTOWN
IMPROVEMENT PROJECT

LIGHTING LOCATIONS FIGURE



Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

Construction Agreement For Street Lighting Facilities

The customer identified below ("Customer") and Northern States Power Company, a Minnesota Corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") agree to this Construction Agreement for Street Lighting Facilities, including the attached Terms and Conditions, for the following street light facilities:

Customer: **City of Montrose, Minnesota**

Address: **311 Buffalo Avenue South, PO Box 25**

City: **Montrose**

State: **MN**

Zip Code: **55363**

Project charges of: **One hundred forty-six thousand three hundred seventy dollars and 00/100** Dollars: **\$146,370.00**

In accordance with the following terms of payment: **Payment due prior to construction beginning**

For Association or City of: **City of Montrose will be billed monthly rate per luminaire after installation**

Streetlights/Facilities Location: **1st St N (6 lights north of RR tracks), Center Ave S (6 lights south of RR tracks, east side) and 2nd St S (2 lights between Center Ave and Buffalo Ave, south side), 3rd St S (2 lights between Center Ave and Buffalo Ave, north side)**

Rate Code: **A30 Pre-Pay Option (6,000 Lumens, "Type C"). Current monthly rate per luminaire is \$5.49. + surcharge.**

Service consisting of: **Pre-Pay Option rate includes electricity and maintenance for 25 years from installation.**

Installation of Company Owned streetlight facilities consisting of:	
Designation of Lamps: North Side of Railroad Tracks: (6) 15 ft Washington style Aluminum Base Mounted Poles without Outlets (6) 6,000 Lumens "Type C" LED Acorn style Fixtures. 452' #6 Duplex Secondary Cable, 452' 1 ½ Conduit South Side of Railroad Tracks: (10) 15 ft Washington style Aluminum Base Mounted Poles with Outlets (10) 6,000 Lumens "Type C" LED Acorn style Fixtures 2100' Cable (1) Feedpoint Cabinet 120' 4/0 Triplex Secondary Cable, 2220' 1 ½ Conduit Installed by Bore & Plow during construction. Restoration is not included. City is responsible for contacting Builders Call Line to have electric meter installed for outlets and for all associated costs and monthly usage.	Number of Luminaries and Poles: 16- LED Acorn Fixtures, 6,000 Lumens, "Type C" Fixture Color - Black 6-15 ft Aluminum Base Mounted Poles without outlets Pole Color - Black 10-15 ft Aluminum Base Mounted Poles with outlets Pole Color - Black
Project charges valid for 60 days from signing of contract.	

Customer and Xcel Energy agree to the attached terms and conditions for the installation and moving of the facilities identified above. Customer and Xcel Energy agree that the operation of the facilities shall be subject to the General Street Lighting Contract for Operations & Maintenance Services between Customer and Xcel Energy, dated

Dated this _____ day of _____ 20 _____

Dated this _____ day of _____ 20 _____

Customer: **City of Montrose**

Xcel Energy

By: _____

By: _____

Title: _____

Title: _____

**Robert J Schommer, Senior Operations
Manager - Minnesota as authorized agent
for Northern States Power Co.**

XCEL ENERGY USE ONLY	Date: 05/16/22	Div: St Cloud
Xcel Energy Outdoor Project Designers, Coordinator:	Riley Beckman, Alicia Krampert, Angela Adesoro	
Xcel Energy Project Number:	SAP Notification #12290049	
Customer Charges Paid:		



Outdoor Lighting
825 Rice Street
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TERMS AND CONDITIONS

Customer and Company agree to the following terms and conditions:

1. **Acceptance.** Execution of this Agreement constitutes Customer's acceptance of the express terms of Company's proposal and the offer contained therein, which are included and incorporated into this Agreement. Any additional or different terms proposed by Customer, or any attempt by Customer to vary in any degree any of the terms in this Agreement in Customer's acceptance, are hereby objected to and rejected, and (i) such additional or different terms shall not operate as a rejection of the incorporation of the Company's proposal in this Agreement unless such variances are with respect to terms involving the description, quantity, or delivery schedule of the Work to be performed by Company as described in Company's proposal ("the Work" means the supplying of any labor, materials, or any other work of Company expressly described in Company's proposal); (ii) such additional or different terms shall be deemed a material alteration hereof; and (iii) Company's proposal shall be deemed accepted by Customer and incorporated into this Agreement without said additional or different terms.
2. **Request for Installation; Rights.** Customer requests that Company install outdoor lighting at the location(s) designated on page one and/or as shown on the attached exhibit. Customer grants Company any right, privilege, and easement to install, operate and maintain its facilities, including underground facilities, on the property.
3. **Installation Requirements.** Customer agrees that, prior to Company starting work: (1) the route of Company's service installation shall be accessible to Company's equipment; (2) Customer will remove all obstructions from the route at no cost or expense to Company; (3) Customer will clearly mark all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route shall not be above or more than four inches below the final grade. Company will contact the appropriate agency to locate 3rd party utility facilities (phone, cable, etc.) on Customer property. Customer agrees Company is not responsible for damage to Customer-owned underground facilities not marked at the time of outdoor lighting service installation.
4. **Installation Cost Contribution.** Customer agrees to pay an installation cost contribution provided in Project Charges on page one. Customer is responsible for any additional installation costs incurred by Company because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc., (2) extensive existing underground facilities, and (3) any existing conditions that exist but did not exist at the time the installation cost was determined, such as new sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route.
5. **Winter Construction Charges.** When underground facilities are installed between October 1 and April 15, inclusive, because of failure of Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company also reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.
6. **Schedule; Delays.** Quoted shipping and completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Customer and access as required by Company and its contractors or subcontractors (if any) to the site and to the equipment which is the subject of this Agreement. If Company's performance is delayed by Customer's suspension of work, in whole or in part, or by any act or omission of Customer, the time for performance will be extended by the period of time required by Company to return to the state of performance that existed before the delay. If the delay or suspension continues for sixty (60) days, Company has the right to cancel or renegotiate the Agreement. Customer will pay an equitable adjustment based on a claim submitted by Company for all reasonable costs, damages and expenses incurred by Company incident to the delay or suspension.



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825 Rice Street
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7. **Changes.** The prices for any extras or changes to the scope of the Work or modifications to the payment or performance schedule will be agreed upon in writing before either party will be obligated to proceed with such changes. Performance of any change will not waive any claims for equitable adjustment in price or schedule.
8. **Relocating Facilities.** Customer agrees to pay the cost of relocating any portion of facilities, including underground facilities, to accommodate Customer or as required due to altering of grade, additions to structures, installation of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping, or any other condition which makes maintenance of the Company's facilities impractical. Company shall notify Customer of such relocations prior to incurring relocation costs.
9. **Environmental.** Prior to the start of the Work, Customer will provide notice of any hazardous materials or hazardous situations that it is aware of with respect to the facilities where the Work is to be performed or that could affect the Work. In the event Company encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Work, the discovery thereof shall constitute a cause beyond Company's reasonable control and Company shall have the right to cease or not commence the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense.
10. **Restoration.** Company will restore any excavation of the boulevard on Customer's property with existing soil, so it is level and clean. Customer is responsible for the final compacting, loam, seeding, sod, or watering of the boulevard at Customer's expense unless otherwise noted on page one of this Agreement.
11. **Additional Charges.** In addition to the project charges on page one of this Agreement, Company shall be compensated for any added costs of performing the Work attributable to any one or more of the following: (i) any and all extras and change orders and any and all other additional work mutually agreed by Customer and Company; (ii) any and all costs and expenses related to asbestos or other environmental matters, any unforeseen conditions or any changes in the law; and (iii) any and all added costs and expenses of performing the Work attributable to any change by Customer in the criteria or information for the facility or to any delay or breach by Customer or its subcontractors.
12. **Operations; Maintenance.** Customer requests and authorizes Company to provide illumination and maintain the street lighting facilities under the Terms and Conditions as described in Customer's General Street Lighting Contract for Operations & Maintenance Services with Company, which shall be effective upon the completion date of the street light installation.
13. **Payments.** Unless otherwise specified in Company's proposal, Company may at its option invoice Customer upon completion of the Work or invoice Customer on a monthly basis for construction work performed under this Agreement. Customer shall pay Company all invoiced amounts within thirty (30) days of receipt of invoice.
14. **Termination.** Customer may terminate the Agreement only upon written notice to Company and payment to Company for all (i) services and Work rendered or performed to the effective date of such termination; (ii) materials, supplies and equipment purchased prior to the effective date of such termination; and (iii) costs incurred by Company as a result of such termination. To the extent that Company uses the materials, supplies, or equipment on other projects or for maintenance purposes, Customer will not be charged for them.
15. **Warranties.** Company shall perform the Work in a safe and professional manner in accordance with all applicable codes, standards, regulations, and laws. Company shall repair, replace, or correct to Customer's satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of the Work. Acceptance of the Work or payment by Customer shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**
16. **Limitation of Remedies.** IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.



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INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE. In no event whatsoever shall Company ever be liable to Customer for any damages or other amounts (including, without limitation, direct or actual damages), whether arising in contract or tort (including, without limitation, negligence) or otherwise, under or in connection with this Agreement or the Work, in an amount, in the aggregate, in excess of the total price paid for the Work; any and all claims for damages in excess of such amount being hereby forever waived and released by Customer; provided, however, that nothing contained in this sentence shall waive or limit any direct damages which Customer may suffer on account of Company's gross negligence or willful misconduct.

17. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to any cause beyond its reasonable control, including fire, flood, strike or other labor difficulty, act of God, or act of any governmental authority. The party experiencing the force majeure will notify the other party promptly, and appropriate adjustments will be negotiated. In the event of delay in performance due to force majeure, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay, provided that if such delay continues for 60 days the party not experiencing the force majeure may terminate this Agreement.
18. **Document Approval.** Company may request that Customer review documents developed by Company for conformity with Customer requirements or specifications. Unless Customer advises Company otherwise in writing within fifteen (15) days after Company's submission, Company may consider the documents approved and proceed with work. Changes, thereafter, made at the direction of Customer, will entitle Company to adjustment by change order.
19. **Documentation and Proprietary Information.** Customer will provide Company with accurate and complete information in order to permit Company to successfully undertake and complete the Work. Company shall not be prohibited from disclosure or use of proprietary or confidential information or documents necessary for Company to secure or maintain in effect any license or permit, or otherwise to complete the Work. Where Customer information is incomplete or incorrect, resulting in delay or extra work, Company will be entitled to adjustment by change order.
20. **Work Product.** All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Company or Company's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments of service in respect of the Work, and Company shall retain all ownership and property interest therein, whether or not the Work is completed. Customer may make and retain copies for information and reference in connection with the Work; *provided, however*, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Company.
21. **Customer Facilities.** Company does not assume any responsibility for the adequacy, safety, or satisfactory performance of Customer's facilities. Customer shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Company and its officers, directors, agents, employees, and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the failure, non-operation or faulty performance of Customer's facilities (except to the extent of Company's gross negligence or willful misconduct).
22. **Subcontracting.** Company may subcontract any portion or all of the Work without the approval of Customer.
23. **Independent Contractor.** Nothing contained in this Agreement nor any acts of the parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the parties to this Agreement, except that of owner and independent contractor.
24. **Title; Rights of Access.** Customer warrants that it has fee simple title to the property. Customer hereby grants to Company the right to enter and improve the real property for the purposes stated herein.
25. **Ownership.** Customer shall acquire no right, title, or interest in any portion of the Work or Company's equipment, or facilities placed in, on, over, through and/or under the real property by Company. The Work constructed and installed by Company on the real property of Customer shall be and mean the personal property



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St. Paul, MN 55117

of Company, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by Customer or any other party. Further, Company may remove, repair, and replace the Work and its component system and equipment at any time without notice in Company's sole and absolute discretion.

26. **Other.** It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each and every provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void, but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of laws provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement, or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.
27. **Governing Law.** The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STREET LIGHTING SYSTEM SERVICE
RATE CODE A30**

Section No. 5
27th Revised Sheet No. 74

AVAILABILITY

Available for year-round illumination of public streets, parkways, and highways by High Pressure Sodium (HPS), Metal Halide or Light Emitting Diode (LED) luminaires supported on poles, where the facilities for this service are furnished by Company. Underground Service under this schedule is limited to areas having a Company owned underground electric distribution system. Standard Service includes a monthly payment for the lighting system cost. Pre-Pay Option requires customer payment for the lighting system cost before establishing service.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific charges applicable to this service are listed below.

RATE

Designation of Lamp (Lumens)	Monthly Rate Per Luminaire			
	Standard Service			Pre-Pay Option
	Overhead	Underground	Decorative	
70W High Pressure Sodium	\$9.63	\$19.54	--	\$5.97
100W High Pressure Sodium	\$10.17	\$20.07	\$31.67	\$6.66
150W High Pressure Sodium	\$10.95	\$20.86	\$32.84	\$7.54
200W High Pressure Sodium*	\$12.88	--	--	--
250W High Pressure Sodium	\$13.87	\$23.38	\$34.89	\$9.61
400W High Pressure Sodium	\$16.85	\$26.06	\$37.38	\$12.42
175W Metal Halide	\$14.98	\$27.90	\$37.38	\$13.54
30-40W Light Emitting Diode (4,000)	\$10.32	\$20.22	--	\$4.90
50-75W Light Emitting Diode (6,000)	\$11.01	\$20.91	--	\$5.49
110-165W Light Emitting Diode (14,000)	\$14.46	\$23.96	--	\$7.05
200-250W Light Emitting Diode (25,000)	\$17.98	\$27.19	--	\$8.93

*Closed to new customers

INTERIM RATE ADJUSTMENT

A 13.52% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2022.

N
N
N

(Continued on Sheet No 5-74.1)

Date Filed:	10-25-21	By: Christopher B. Clark	Effective Date:	01-01-22
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-21-630		Order Date:	12-23-21

Northern States Power Company, a Minnesota corporation
 Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

STREET LIGHTING SYSTEM SERVICE (Continued)
RATE CODE A30

Section No. 5
 11th Revised Sheet No. 74.1

PRE-PAY OPTION SURCHARGE

A monthly surcharge per luminaire of 0.2% applies to the amount the purchase price exceeds \$1,200.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

FUEL CLAUSE

Bills are subject to the adjustments provided for in the Fuel Clause Rider.

RESOURCE ADJUSTMENT

Bills are subject to the adjustments provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider, the Renewable Development Fund Rider, the Transmission Cost Recovery Rider, the Renewable Energy Standard Rider and the Mercury Cost Recovery Rider.

ENVIRONMENTAL IMPROVEMENT RIDER

Bills are subject to the adjustments provided for in the Environmental Improvement Rider.

SURCHARGE

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider.

LATE PAYMENT CHARGE

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations, Section 3.5.

OTHER PROVISIONS

This schedule is also subject to provisions contained in Rules for Application of Street Lighting Rates.

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	06-12-17

Northern States Power Company, a Minnesota corporation
 Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RULES FOR APPLICATION OF
 STREET LIGHTING RATES**

Section No. 5
 7th Revised Sheet No. 82

1. SERVICE INCLUDED IN RATE

a. *Street Lighting System Service*

Overhead, Underground, and Decorative

Company shall own, operate, and maintain the overhead and underground street lighting systems using Company's standard street lighting equipment.

Company Property

All poles, other material and equipment that may be used by Company in carrying out street lighting service shall be and remain the property of Company. Company shall have the right to install poles and other materials for street lighting service on or along public streets and alleys of customer and to remove the same upon expiration of term.

Terms and Conditions:

Standard Service

Except for customers choosing the pre-pay option for street lighting system service, the term of service will be a minimum of five (5) years. After the minimum five year service term, service shall continue thereafter for one (1) year terms, unless either party provides written notice at least ninety (90) days prior to the expiration of a term that customer intends to terminate the service. Existing lights that have been in service for more than five years at the time this Tariff provision is approved by the Commission will continue on 1-year terms until either party terminates the service based on the provisions listed above. Company shall furnish all electric energy necessary to operate the street lighting system, shall make all lamp and glassware renewals, clean the glassware, light and extinguish all lamps, make all ballast and starter renewals, and furnish all the materials and labor necessary for these services. Company shall also repair all damaged equipment.

Pre-Pay Option

Customer shall pay the Company upfront the costs associated with the entire ornamental street lighting system including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. The Company retains ownership of the street lighting system. The street lighting system shall be Company approved and include a lamp type and wattage combination that corresponds to an existing Pre-Pay Option rate. Company shall furnish all electric energy necessary to operate the street lighting system, shall make all lamp and glassware renewals, clean the glassware, light and extinguish all lamps, make all ballast and starter renewals, and furnish all the materials and labor necessary for these services. Company shall also repair all damaged equipment for 25 years from the installation date. After 25 years, Company will repair damaged equipment when the damage is not associated with the age of the street lighting system. These repairs are routine in nature such as lamp, photo control, starter, and fuses.

(Continued on Sheet No. 5-83)

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	06-12-17

Northern States Power Company, a Minnesota corporation
 Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RULES FOR APPLICATION OF
 STREET LIGHTING RATES (Continued)**

Section No. 5
 6th Revised Sheet No. 83

1. SERVICE INCLUDED IN RATE (Continued)

Prepay Option (Continued)

If in the Company's opinion, the condition of the street lighting system is such that replacement or significant renovation of the system is necessary (for example, due to underground faults, pole deterioration, ballast outage), the customer shall have two options:

- (1) the customer must either transfer to the Street Lighting Energy Service — Metered rate, or
- (2) reimburse Company for the installed cost of a replacement system.

Attachments

The Customer may not make any attachments, including but not limited to, banners, flags, signs, or holiday lighting, to the poles without the express written permission of Company. Approval of any such attachments will be at the sole discretion of the Company. In the event that any such attachments are made without written Company authorization, customer shall remove such attachments upon notice from Company. Any damage to Company property or other Company equipment caused by an unauthorized attachment by customer shall, after notice of damage to the customer be repaired by Company at the customer's expense. However, notice to customer prior to repair will not be required in case of an emergency or any other reason that requires immediate repair. In addition, if a street light outage is caused by an unauthorized attachment to Company property, service outage credits will not apply as described in paragraph 3 below.

b. Street Lighting Energy Service

The customer owns and maintains entire ornamental street lighting system including underground cables, posts, lamps, ballasts, photocells, and glassware. Ballasts shall provide a power factor of at least 90% and photocells shall conform to specified daily operating schedule. Company furnishes energy only at central distribution points designated by Company.

c. City of St. Paul

City owns and maintains lamp units, lamps, photocells, and glassware. Company owns and maintains distribution system, including hangers and furnishes energy at the lamp unit. Ballasts shall provide a power factor of at least 90% and photocells shall conform to specified daily operating schedule.

2. DAILY OPERATING SCHEDULE

The daily operating schedule of lamps shall be from approximately one-half hour after sunset until one-half hour before sunrise.

(Continued on Sheet No. 5-84)

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	06-12-17

Northern States Power Company, a Minnesota corporation
 Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RULES FOR APPLICATION OF
 STREET LIGHTING RATES (Continued)**

Section No. 5
 6th Revised Sheet No. 84

3. OUTAGES

If illumination from any non-metered lamp is interrupted and the illumination is not resumed within 2 business days from the time the Company receives notice, 1/30th of the applicable monthly metered energy and fuel cost charges for the affected lamp(s) for each night of service outage shall be credited to the customer.

The Company shall apply such credits to all affected customers one time annually in the month of December of each year, together with an itemized list of the street lamps and/or poles associated with the credits.

Interruption of Company Performance:

In the event of the total or partial interruption of service where the Company is prevented from providing service, a customer shall not be charged under this tariff for the duration of time service cannot be provided. The Company will proceed with all reasonable diligence to put itself and its works in condition to resume and continue the supply of electric energy and the performance of the service. The Company shall not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than gross negligence of the Company. The Company shall not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service.

4. SPECIAL SERVICES

a. *Street Lighting System Service*

Temporary Disconnection of Service (Street lighting facilities remain in place.)

When requested by the customer, Company will temporarily disconnect service to individual street lighting units provided the customer pays a monthly facilities charge equal to the regular monthly rate less the product of the average monthly kWh for the lighting unit and the energy charge from the Street Lighting Energy Service - Metered rate schedule. The customer must pay a charge of \$25.00 to disconnect or reconnect each lighting unit.

Termination of Street Lighting Facilities

When requested by the customer, except for Pre-Pay Option lighting service, Company will remove all or a portion of a street lighting system and cease billing. The customer must pay termination costs for the removal and undepreciated value of facilities, less any salvage value, if the number of lights requested to be removed in any 12 month period exceeds 5% of the municipality's street lighting system.

(Continued on Sheet No. 5-84.1)

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	06-12-17

Northern States Power Company, a Minnesota corporation
 Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RULES FOR APPLICATION OF
 STREET LIGHTING RATES (Continued)**

Section No. 5
 4th Revised Sheet No. 84.1

4. SPECIAL SERVICES (Continued)

b. Street Lighting Energy Service

Daily Operating Schedule Option

Reduced hours of operation from the standard daily operating schedule is available under the applicable commercial and industrial rate, subject to the following provisions:

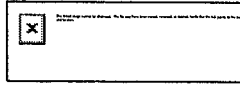
- (1) customer must install a meter socket at the service point, and
- (2) customer shall provide all maintenance to lighting units and identify the lighting units with Company approved markings.

Disconnection of Service

During the period between customer disconnection and reconnection of street lighting units, Company will cease billing provided the disconnection is made on the line side of the lighting unit ballast. Customer disconnection not on the line side will require the customer to pay a charge to compensate for the lighting unit ballast core loss. When requested by the customer, Company will disconnect or reconnect street lighting units provided the customer pays a charge of \$25.00 for the disconnection or reconnection of each lighting unit. The customer must identify all disconnected street lighting units with Company approved markings.

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	06-12-17

Prepared for:
Dan Remer
City of Montrose
251 2nd Street
South
PO Box 25
Montrose, MN 55363
Phone: 763-238-
2389



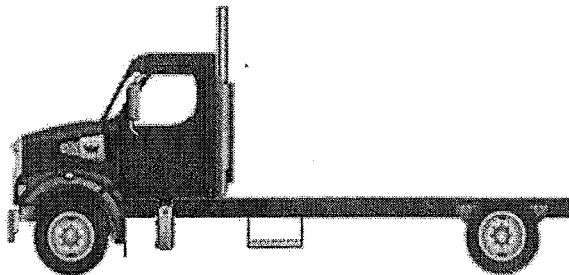
Prepared by:
Bill Fischer
BOYER FORD TRUCKS, INC.
2500 BROADWAY DRIVE
LAUDERDALE, MN 55113
Phone: 715-394-2460

A proposal for
City of Montrose

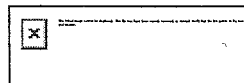
Prepared by
BOYER FORD TRUCKS, INC.
Bill Fischer

Apr 14, 2022

Western Star 47X



Components shown may not reflect all spec'd options and are not to scale





Deal #
Customer #

BUYER (1) **City of Montrose**

BUYER (1) DRIVERS LIC. # _____ DOB _____

☐ QUOTATION ☒ ORDER

STREET ADDRESS **251 2nd Street South PO Box 25**

DATE: **5-11-2022**

CITY, STATE, COUNTY, ZIP **Montrose, MN 55363**

SALESMAN: **Bill Fischer**

BUYER (2) _____

BUSINESS PHONE: **763-238-2389**

BUYER (2) DRIVERS LIC. # **Dan Remer** DOB _____

MOBILE PHONE: _____

STREET ADDRESS _____

HOME EMAIL: _____

CITY, STATE, COUNTY, ZIP _____

WORK EMAIL: _____

YEAR 2024	MAKE Western Star	MODEL 47X	TYPE 4x2	COLOR Red	LICENSE NO. (USED ONLY)
SERIAL NO.	MILEAGE	STOCK NO.	DELIVER ON OR ABOUT	STATE (USED ONLY)	
2024 Western Star 47X			VEHICLE SALE PRICE W/OUT FET		\$117,136.62
			LESS REBATE		\$0.00
			NET VEHICLE PRICE W/OUT FET		\$0.00
			TRADE ALLOWANCE		\$0.00
			NET DIFFERENCE OR NO TRADE PRICE		\$0.00
			SALES TAX		\$7,613.88
			FEDERAL EXCISE TAX		\$0.00
			TRANSIT TAX		\$20.00
			LICENSE FEE		\$20.00
			TRANSFER FEES		\$75.50
State Contract Number 194857			DOC FEES		\$150.00
			TOTAL		\$125,016.00
			LESS DEPOSIT		\$0.00
			WARRANTY		0.00
			PAYOFF TRADE-IN		\$0.00
D.O.T. NUMBER			BALANCE DUE		\$0.00
THIS AMOUNT IS DUE AND PAYABLE ON _____ AFTER THIS DATE AS PER OUR AGREEMENT, A DAILY INTEREST OF _____ WILL BE CHARGED.			TRADE-IN INFORMATION		
I have been presented the option of an Extended Service Plan: Accept _____ Decline _____			YEAR _____ MAKE & MODEL _____		
UNLESS OTHERWISE STATED, ALL INCENTIVES TO DEALER			SERIAL NO. _____		
<input type="checkbox"/> TRADE-IN TITLE			MILEAGE _____ LICENSE # _____		
X _____ BUYER'S SIGNATURE			I AGREE THAT MY TRADE-IN WILL REMAIN IN THE SAME CONDITION AND WILL RETAIN THE SAME EQUIPMENT AS APPRAISED THIS DATE		
INSURANCE INFORMATION			X _____ BUYER'S SIGNATURE		
POLICY NUMBER: _____			LIMITED WARRANTY NEW VEHICLE OR USED VEHICLE WITH REMAINING FACTORY WARRANTY		
COMPANY: _____			Any warranties on the products sold hereby are those of the manufacturer. As between this retail seller and buyer, the product is to be sold "AS IS" and the entire risk as to the quality and performance of the product is with the buyer. The seller expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by this seller in no way affects the terms of the manufacturer's warranty. The buyer acknowledges being so informed prior to the sale.		
AGENT: _____			X _____ BUYER'S SIGNATURE		
ADDRESS: _____					
EXPIRATION DATE: _____					
PHONE NUMBER: _____					

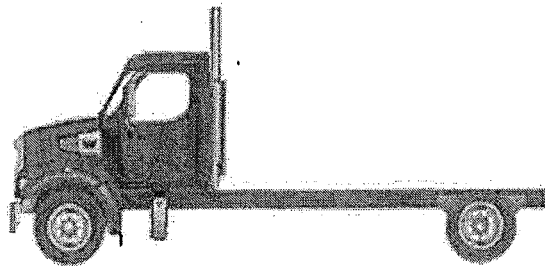
Prepared for:
 Dan Remer
 MONTROSE PUBLIC WORKS
 CITY OF
 311 Buffalo Ave S
 Montrose, MN 55363
 Phone: 763-238-2389

Prepared by:
 Hotu Hira
 MOMENTUM TRUCK GROUP
 701 15TH AVE SE
 ST. CLOUD, MN 56304
 Phone: 320-251-0931

A proposal for
Dan Remer
City Of MONTROSE

Prepared by
MOMENTUM TRUCK GROUP
 Hotu Hira
 320-204-9001
 hhira@momentumtruck.com
 Apr 25, 2022

2024 Western Star 47X Chassis
Estimated pricing \$141,000 includes FET
(above pricing is based of 2023 programs)
(2024 pricing and specifications have not been issued yet)



Components shown may not reflect all spec'd options and are not to scale



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.

QT 73167

** QUOTATION **

Ship To:	Cust:	2931	Phone:	Bill To:	Phone:
MONTROSE, CITY OF				MONTROSE, CITY OF	
311 BUFFALO AVE S				PO BOX 25	
MONTROSE		MN 55363	USA	MONTROSE	
				MN 55363	USA

ATTN: DAN REMER

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	5/03/22	5/03/22	0/00/00

Serial No.	
------------	--

Order Comments: STATE OF MN CONTRACT #

Build Instructions VALID THRU

Other Instructions F.O.B. LITCHFIELD, MN -OR- CUSTOMERS W/FUEL CHARGES ONLY

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900046	- Body 10'6" EDGE-RC/SCIS-46-36-36 - - 46" 3/16" Hardox-450	\$13,448.00	\$13,448.00
		Front, 36" 3/16" Hardox-450 radius sides (no pockets), 36" 3/1		
		6" Hardox-450 Tailgate, 1/4" Hardox-450 Floor, 8" I-Beam Longsills,		
		Air-trip ready linkage, unpainted.		
1	9901704	- Painting of Dump Body; includes media blasting of entire	\$4,093.00	\$4,093.00
		exterior & understructure, Urethane Primed, & Urethane Top Coat		
		s applied. CAB MATCH (RED) Understructure is seam sealed, and		
		painted Gloss Black.		
1	9901701	- Installation of Dump Body to hoist	\$2,036.00	\$2,036.00
1	9900145	- Body acc'y TMTE Air trip kit, w/solenoid valve,	\$456.00	\$456.00
1	9901702	- Installation of air operated tailgate latch kit, with	\$395.00	\$395.00
		solenoid valve in hydraulic valve enclosure.		
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	\$784.00	\$784.00
1	9901703	- Installation of Box Vibrator, with solenoid located in	\$461.00	\$461.00
		hydraulic valve enclosure.		
1	9900155	- Cabshield, 1/2 type Stationary Free-Standing style,	\$3,400.00	\$3,400.00
		w/painted CARBON STEEL canopy, Hot-Dipped Galvanized tubing		
		tion support stand, (2) shovel holders, & reservior mounts,		
		Installed.		
1	9900181	- Walkrail removable both sides of 10' RC & RS body,	\$1,641.00	\$1,641.00
		Installed		

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

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QT 73167

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Ship To:	Cust:	2931	Phone:	Bill To:	Phone:
MONTROSE, CITY OF				MONTROSE, CITY OF	
311 BUFFALO AVE S				PO BOX 25	
MONTROSE		MN 55363	USA	MONTROSE	
				MN 55363	USA

ATTN: DAN REMER

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	5/03/22	5/03/22	0/00/00
Serial No.					

1	9900206 - Ladder Flip-A-Way Access ladder Pkg (Carbon Steel), Including Grab Handle above, and Interior Step, ea, Installed LOCATED LH FRONT	\$531.00	\$531.00
1	9900211 - Body acc'y Dual "split" sander manifolds in rear corner posts	\$485.00	\$485.00
1	9900214 - Body acc'y Tailgate LEVER TOP PIN release (Single Axle bodies only)	\$827.00	\$827.00
1	9904246 - Light Warning TMTE1SS-3 PKG: (2) STAINLESS STEEL 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed	\$4,709.00	\$4,709.00
1	9905778 - Light Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	\$1,325.00	\$1,325.00
1	9900266 - Fender set Minimizer MIN2260, for Single Axle, black Poly, Installed	\$1,116.00	\$1,116.00
1	1985432 - Minimizer FKSTAR5B Floor Mat Set for Western Star SGL & TDM	\$231.00	\$231.00
1	9901143 - Snow-Board Pockets set of 4 Installed, Equally spaced and cut thru top rails of side. Specify Side Here:	\$288.00	\$288.00
1	9904691 - INSTALLATION of (Initial) Single camera system **NOTE: MOUNTED ON RH STROBE TUBE, FOR WING VIEWING USAGE, WIRED AS DEFAULT	\$396.00	\$396.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.

QT 73167

**** QUOTATION ****

Ship To:	Cust:	2931	Phone:	Bill To:	Phone:
MONTROSE, CITY OF				MONTROSE, CITY OF	
311 BUFFALO AVE S				PO BOX 25	
MONTROSE		MN 55363	USA	MONTROSE	MN 55363 USA

ATTN: DAN REMER

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	5/03/22	5/03/22	0/00/00

Serial No.

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9904692	Camera System option, NORTECH 9100-2HC 120 degree night vision CCD weather-proof HEATED camera, only GEN 5 6100	\$182.00	\$182.00
1	9904693	Camera System option, NORTECH 9100-4 Harness, 65' Waterproof GEN 5 6100	\$118.00	\$118.00
1	9904694	INSTALLATION of Extra Camera, & Harness GEN 5 6100 **NOTE: MOUNTED ON LH REAR CORNER POST, FOR REVERSE VIEWING USAGE, WIRED TO QUE UP BY REVERSE SIGNAL.	\$197.00	\$197.00
1	1941405	Camera Guard, SS, Bolt-On	\$42.00	\$42.00
1	9901834	Hoist OSP/Towmaster 720DH, Double Acting, W/Solid block rear hinge point, & OSHA approved safety props	\$4,428.00	\$4,428.00
1	9901712	Installation of SCISSORS TYPE double acting hoist	\$2,153.00	\$2,153.00
1	9902924	Scraper FALLS IB-10A 1" MB, w/single lift cylinder W/12" bolt-on extension (11' total), LESS CUTTING EDGES	\$8,728.00	\$8,728.00
2	9903276	VBL PolarFlex 3' Underchassis Complete System (includes bolts & nuts) FOR SCRAPER	\$865.00	\$1,730.00
1	9903277	VBL PolarFlex 4' Underchassis Complete System (includes bolts & nuts) FOR SCRAPER	\$1,154.00	\$1,154.00
1	9901705	Installation of underbody fixed angle scraper w/single lift cylinder	\$3,283.00	\$3,283.00
1	9904232	Scraper FORCE Electric pressure transmitter to read on LCD screen, installed	\$625.00	\$625.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
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Reference No.

QT 73167

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Ship To:	Cust:	2931	Phone:	Bill To:	Phone:
MONTROSE, CITY OF				MONTROSE, CITY OF	
311 BUFFALO AVE S				PO BOX 25	
MONTROSE		MN 55363	USA	MONTROSE	
				MN 55363	USA

ATTN: DAN REMER

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	5/03/22	5/03/22	0/00/00
Serial No.					

1 9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$703.00	\$703.00
1 9902948 - Wing Falls RHSDL10A-HYDPB Primed LESS CUTTING EDGES	\$12,908.00	\$12,908.00
2 9902818 - VBL Vallite HIGHWEAR Fab Wing Blade, 5/8" x 6" x 3' FOR WING	\$233.00	\$466.00
1 9902819 - VBL Vallite HIGHWEAR Fab Wing Blade, 5/8" x 6" x 4' FOR WING	\$312.00	\$312.00
1 9900388 - Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$5,196.00	\$5,196.00
1 9901431 - Wing Falls RL (REAR LIFT) up charge SDL WING	\$549.00	\$549.00
1 9904688 - Wing Falls POST-LESS Toe Lift in lieu of Std Front post/slide system		
1 9900480 - Wing Falls Red - Paint Moldboard	\$395.00	\$395.00
1 9900555 - Plow Hitch Falls 44XB2/STD/STD/SA/SPR-RET/HITCH	\$3,823.00	\$3,823.00
1 9900589 - Installation Falls Plow Hitch - 40 Series 3Line/STDBLKHD	\$2,202.00	\$2,202.00
1 9900625 - Plow Push Unit Falls 24/44 Series Std	\$1,121.00	\$1,121.00
1 9900637 - Plow Falls High Visibility Marker Set	\$131.00	\$131.00
1 9900639 - Plow Falls Rubber Belt Deflector Kit - Installed	\$433.00	\$433.00
1 9903058 - Plow Falls PRI243/SLT-TRP/NOSHU/PRI-E1/10GA LESS CUTTING EDGES	\$8,709.00	\$8,709.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.

QT 73167

** QUOTATION **

Ship To:	Cust:	2931	Phone:	Bill To:	Phone:
MONTROSE, CITY OF				MONTROSE, CITY OF	
311 BUFFALO AVE S				PO BOX 25	
MONTROSE		MN 55363	USA	MONTROSE	
				MN 55363	USA

ATTN: DAN REMER

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	5/03/22	5/03/22	0/00/00
Serial No.					

1 9900682 - Plow Falls Red Paint, Rev Plow, w/installation	\$524.00	\$524.00
1 9900730 - Plow Falls SCR-ADJ/SHOE/REV-PLW/STD	\$781.00	\$781.00
3 9902827 - VBL PolarFlex 4' Front Mount Complete System (includes bolts & nuts) FOR PLOW	\$1,081.00	\$3,243.00
1 9902494 - Hitch 7 contact RV (flat pin) socket installed	\$218.00	\$218.00
1 9902495 - Hitch Electronic Brake controller w/wiring to rear socket, installed in cab of truck	\$609.00	\$609.00
1 9900775 - Hitch TMTE Medium Duty STD Hitch Plate assembly	\$687.00	\$687.00
1 9901172 - Hitch Installation of med duty hitch (Weld On) **NOTE: HITCH PLATE FACE TO BE LOCATED: _____ IN REFERENCE TO REAR TIRE FACE.	\$263.00	\$263.00
1 9900776 - Hitch PH-20 Pintle Hook installed	\$213.00	\$213.00
1 9900791 - Sander Falls 1ASD-6CDSS-6P-1D-1S-LM, Salt Special 6", SS Unit, LH Discharge, Single Poly Spinner Ass'y, (includes extra salt shield), complete.	\$6,173.00	\$6,173.00
1 9901718 - Sander Install & dual manifold RH & LH rear	\$1,273.00	\$1,273.00
1 9901348 - Sander TMTE Exterior Bolt-On Sander/Tailgate Spill Plates, Stainless Steel, Mill Finish	\$963.00	\$963.00
1 9900851 - Valve System, Force Add-A-Fold MCV-ISO Valve 9 Functions, INSTALLED	\$15,465.00	\$15,465.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.

QT 73167

**** QUOTATION ****

Ship To:	Cust:	2931	Phone:	Bill To:	Phone:
MONTROSE, CITY OF				MONTROSE, CITY OF	
311 BUFFALO AVE S				PO BOX 25	
MONTROSE		MN 55363	USA	MONTROSE	MN 55363 USA

ATTN: DAN REMER

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	5/03/22	5/03/22	0/00/00
Serial No.					
HOIST, PLOW LIFT, PLOW ANGLE, WING TOE, WING HEEL, WING PUSHBAR, SCRAPER, AUGER & SPINNER.					
1 9902497 - Control System Force ULTRA-4-6100 Commander control, Installed					
			\$13,781.00	\$13,781.00	
1 9900882 - Reservoir TMTE 31 Gal Cabshield mt (stainless steel) w/intank filter for system, installed					
			\$3,975.00	\$3,975.00	
1 9900888 - Pump Force FASD45L LS (6 ci) 3750 psi, installed					
			\$5,824.00	\$5,824.00	
1 9900871 - Switch TMTE BODY UP Installed (electric controls only)					
			\$248.00	\$248.00	
1 9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed					
			\$366.00	\$366.00	
1 9905014 - Hydraulic Valve Hose Guard installed					
			\$372.00	\$372.00	
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger Hoists; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele Hoists, and all other items.					

Accepted by

Date

Price: \$150,816.00

Total Discounts:

Net Cost: \$150,816.00

Freight

Total: \$150,816.00

**CITY OF MONTROSE
COUNTY OF WRIGHT
STATE OF MINNESOTA**

ORDINANCE 2022-04

**AN ORDINANCE AMENDING VARIOUS DEVELOPMENT AND
ADMINISTRATIVE FEES FOR THE CITY OF MONTROSE**

THE CITY COUNCIL OF THE CITY OF MONTROSE ORDAINS the following development and administrative related fees are hereby amended in the City of Montrose, as indicated on the attached Exhibit A, effective May 23, 2022.

IT IS FURTHER ORDAINED THAT should any section, subdivision, fee, clause or other provision of this Ordinance be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole, or of any part thereof, other than the part held to be invalid.

IT IS FURTHER ORDAINED THAT this Ordinance supersedes, in all aspects, Ordinance 2022-01.

PASSED, ADOPTED AND APPROVED by the Montrose City Council, Wright County, Minnesota this 23 day of May, 2022.

BY:

Robert W. Moynagh, III
Mayor

ATTEST:

Jessica Bonniwell
City Administrator

CITY OF MONTROSE

2022 FEE SCHEDULE - AMENDED May 23, 2022

<u>Administrative</u>		<u>Utility</u>	
Animal License (bi-annual)	FREE	Sewer Access Charge	\$5,600.00
Animal Fines - 1st offense	\$100.00	Water Access Charge	\$2,800.00
Subsequent	\$200.00	Water Disconnect/Reconnect Charge	\$50.00
Excavation Permit/Small Utility	\$150.00	24-Hour Disconnection Hang Tag	\$25.00
Sign Permit	\$50.00	Snow Bird Water Shut Off Request	\$25.00
NSF Check Service Fee	\$30.00	Meter Testing Fee	\$50.00
FAX per page - USA only	\$1.00	Meter Repair Fine - if not fixed	\$50.00
Notary	\$1.00	in 30 days, plus \$1.00 per day	
Special Assessment Search	\$20.00	Water Meter Purchase	\$350.00
Copy of City Code	\$25.00	Water Rate	Base \$5.10
Copy of Zoning Ordinance	\$25.00	*Tier 1: 0-5999 gallons (per 1000 gals)	\$5.75
Copy of Subdivision Ordinance	\$15.00	*Tier 2: 6000-11999 gallons (per 1000 gals)	\$6.33
Copy of Comprehensive Plan	\$25.00	*Tier 3: over 11999 gallons (per 1000 gals)	\$6.96
Charitable Gambling Permit	\$100.00	*Outside City Limits (per 1000 gals)	\$10.00
City Consultants (NOT at City request)		Bulk Water Users (0-2000 gals)	\$22.00
their hourly rate		*Over 2000 gallons (per 1000 gals)	\$10
Special Council Meeting	\$600.00	Sewer Rate	Base \$4.50
City Personnel - Public Works	\$100.00/hr	*Per 1000 gallon Rate	\$5.30
Property Maintenance Fee	\$100.00 plus	WWTP Rate	Base \$6.05
Public Works Hourly Rate	\$100.00/hr	*Per 1000 gallon Rate	\$5.05
Administration	\$50.00/hr	Non-Metered Sewer Service	
Copies - Black and White	\$0.25/page	*Based on 12,000 gals at Rate Plus Base	
Color	\$2.00/page	Storm Water Fee	\$5.00
CD's	\$5.00	Late Payment Fee (utilities - % of balance)	5%
Pavilion/Park Rental Reservation	\$25.00/day	Meter back plate replacement	\$10.00
Damage Deposit	\$300.00	<u>Fire Department</u>	
Community Garden Plot	\$20.00/year	Emergency Calls	\$300.00
Community Garden Deposit	\$100.00	Accident Reports	\$50.00
<u>Administrative Permits</u>		Major Incident Fee - 1st 6 Hours (per vehicle)	\$300.00
General	\$50.00	*Over 6 Hours (per hour fee)	
Fireworks-Inside Sales	\$50.00	*Per Firefighter on scene or standby	\$7.00
Outside Sales	\$250.00	Fire Inspections Fees - under 2,000 sq ft	\$100.00
Amusement Centers & Devices	\$100.00	*2,000 - 5,000 square feet	\$200.00
*over 4 machines, add per machine	\$5.00	*over 5,000 square feet	\$300.00
Junkyard or junk business	\$1,000.00	<u>Community Center (No Charge for Nonprofit Use)</u>	
Pawnbroker/Secondhand Dealer	\$500.00	Friday & Saturday Rental	\$400.00
*Multiple	\$1,000.00	Friday OR Saturday Rental	\$300.00
*Investigation Fee	\$750.00	Sunday - Thursday Rental (up to 5 hours)	\$125.00
Adult Use License	\$1,600.00	*Each additional hour over 5	\$25.00
*Investigation Fee	\$1,600.00	Damage Deposit (Cash or Money Order)	\$300.00
Driveway Inspection Engineer	\$50.00	Funerals	\$50.00
Mobile Food Unit Annual Permit Fee	\$200.00  \$100.00		

Trunk Area Charge

Sewer (per acre)	\$3,300.00	\$3,000.00
Water (per acre)	\$2,000.00	\$875.00
Storm Water (per acre)	\$900.00	\$800.00

Ord Amendmt (exc. Zoning) \$500.00

Fence/Shed Permit \$15.00

Sump Pump Permit \$50.00

Administrative Fines (Per Day)

Zoning Violation	\$100.00
Harboring a vicious or wild animal	\$50.00
Illegal recreational fire	\$25.00
Use of City parks after hours	\$25.00
Deposit of snow or ice in ROW	\$25.00
Sump pump discharge creating -ice on the street	\$25.00
Hydrant use w/o City approval	\$50.00
Noise violation	\$100.00
Nuisance Ordinance Violation	\$100.00
Permit not obtained for activity	\$100.00
Illegal dumping	\$50.00
Building/plumbing code violation	\$100.00
HVAC/electrical code violation	\$100.00
Non-access to meter -after 2nd notice	\$50.00
Property maintenance violation	\$100.00
Sign ordinance violation	\$100.00
Unfinished construction project	\$100.00
Public property infringement	\$100.00
Fire Code Violation	\$100.00
Rental license violation	\$100.00

Development Fees

Annexation	100% costs
*Unimproved Land (per acre)	\$250.00
*Improved land (whichever is greater)	
**\$300 or 5 x taxes collected by the Township on the property in the year of annexation	
Administrative Fees (% of construction c	1%
Legal Fees (% of construction costs)	1%
AUAR Fee (per acre)	\$500.00

Building Permit City Fees

Landscape Escrow	\$1,500.00
Erosion Control Fee	\$125.00
Assessor Fee	\$50.00

Liquor Licenses

On-Sale	\$4,000.00
Off-Sale	\$200.00
Sunday	\$200.00
Club	\$100.00
Special 3-Day On-Sale	\$25.00
Wine/Strong Beer	\$700.00
3.2 Liquor/Beer - On-Sale	\$100.00
*Off-Sale or Temporary	\$5.00
Set-Up License	\$300.00
Violations - 1st violation over a 3-year period	\$200.00
*2nd violation over a 3-year period (Proof of Training for liquor sales required)	\$500.00
*3rd violation over a 3-year period (Loss of license for 1 month proof of training in liquor sales required)	\$1,000.00
*4th violation over a 3-yr period	LICENSE REVOCATION

Planning & Zoning

Type I	\$400.00
	plus initial escrow
Type II	\$650.00
	plus initial escrow
	\$10,000.00

Type I Applications

*Minor Subdivision (2 lots or less)
*Rezoning
*Residential VUP/IUP/Variance
*Right Of Way or Easement Vacation
*Simple Concept Plan, Zoning Text Amendment, or Site Plan Review
*Zoning Determination Appeal

Type II Applications

*Preliminary and Final Plat (plus \$250.00 per lot)		
*Planned Unit Development		
*Commercial CUP/IUP/Variance		
*Complex Concept Plan, Zoning Text Amendment, or Site Plan Review		
Street/Alley Vacation (plus legal fees)		\$500.00
Park Dedication Fee - 10% land and/or		
*Residential (per unit)	\$2,500.00	\$1,600.00
*Commercial (per acre)		\$3,000.00
*Industrial (per acre)		\$2,000.00
Appeal - Zoning Admin Determination		\$100.00

Engineer Review Fee

Value of \$499,999.00 or less	\$125.00
Value of \$500,000.00 or more	\$150.00
Grading Escrow	\$1,500.00
Driveway Escrow (ind contr only)	\$2,500.00
Building Permit Fee Schedule	see attached

Parking Pad Permit (RV/Vehicle)

Engineer Review of Permit	\$50.00
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**CITY OF MONTROSE
COUNTY OF WRIGHT
STATE OF MINNESOTA**

RESOLUTION NO. 2022-23

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 2022-04 AN
ORDINANCE AMENDING VARIOUS DEVELOPMENT AND ADMINISTRATIVE FEES FOR
THE CITY OF MONTROSE**

WHEREAS, The City Council of the City of Montrose has determined the publication of the title and a summary of "Ordinance 2022-04 AN ORDINANCE AMENDING VARIOUS DEVELOPMENT AND ADMINISTRATIVE FEES FOR THE CITY OF MONTROSE", finding a summary publication would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, Pursuant to Minnesota Statutes 412.191, Subdivision 4 and M.S. 331A.01, Subd. 10, the City Council may, by a four-fifths vote of its members, direct that only the title of the Ordinance and a summary be published with notice that a printed copy of the Ordinance is available for inspection by any person during regular office hours at the City Offices; and,

WHEREAS, Prior to the publication of the title and summary, the City Council has read and approved the text of the summary and determined that it clearly informs the public of the intent and effect of the Ordinance.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Montrose, Minnesota that the title and summary of "Ordinance 2022-04 AN ORDINANCE AMENDING VARIOUS DEVELOPMENT AND ADMINISTRATIVE FEES FOR THE CITY OF MONTROSE" be published with notice that a printed copy of Ordinance 2022-04 is available in its entirety for inspection by any person during regular office hours at the City Offices.

BE IT FURTHER RESOLVED: the publication shall read as follows:

"On May 23, 2022 the Montrose City Council approved the reading of Ordinance 2022-04 "AN ORDINANCE AMENDING VARIOUS DEVELOPMENT AND ADMINISTRATIVE FEES FOR THE CITY OF MONTROSE".

The Ordinance, in its entirety is available for review and/or photocopying during regular office hours at the City of Montrose Offices, 311 Buffalo Avenue South, Montrose Minnesota.

Ordinance 2022-04 shall be in full force and effect from and after the date of its passage (May 23, 2022) and this summary publication according to law."

The motion for the adoption of the foregoing Resolution was duly made by:

And the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted this 23 Day of May, 2022.

Robert W. Moynagh, III
Mayor
City of Montrose

ATTEST:

Jessica Bonniwell
City Administrator
City of Montrose