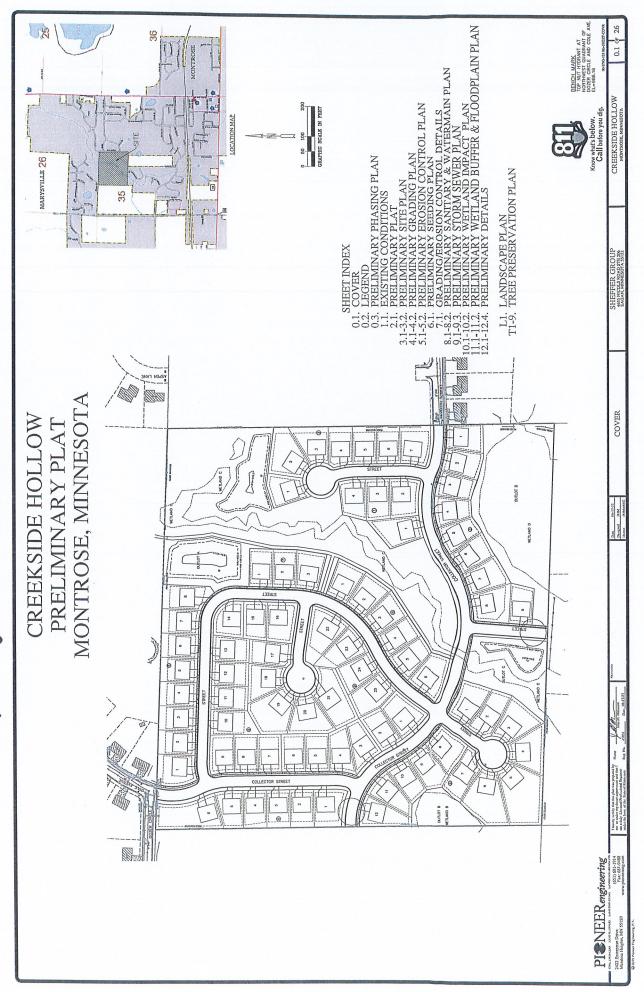
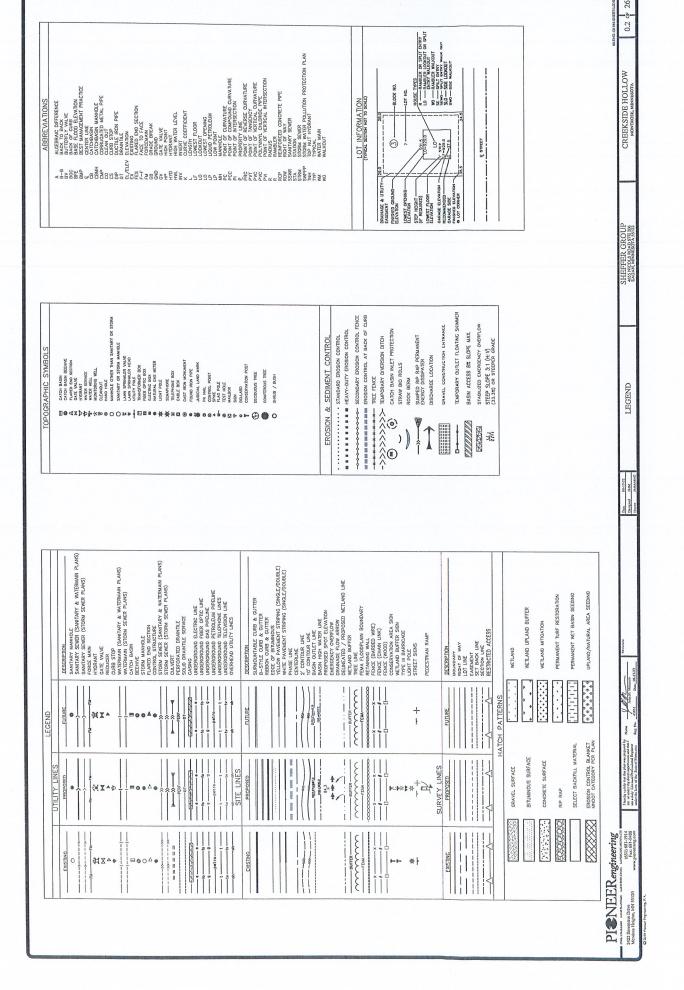
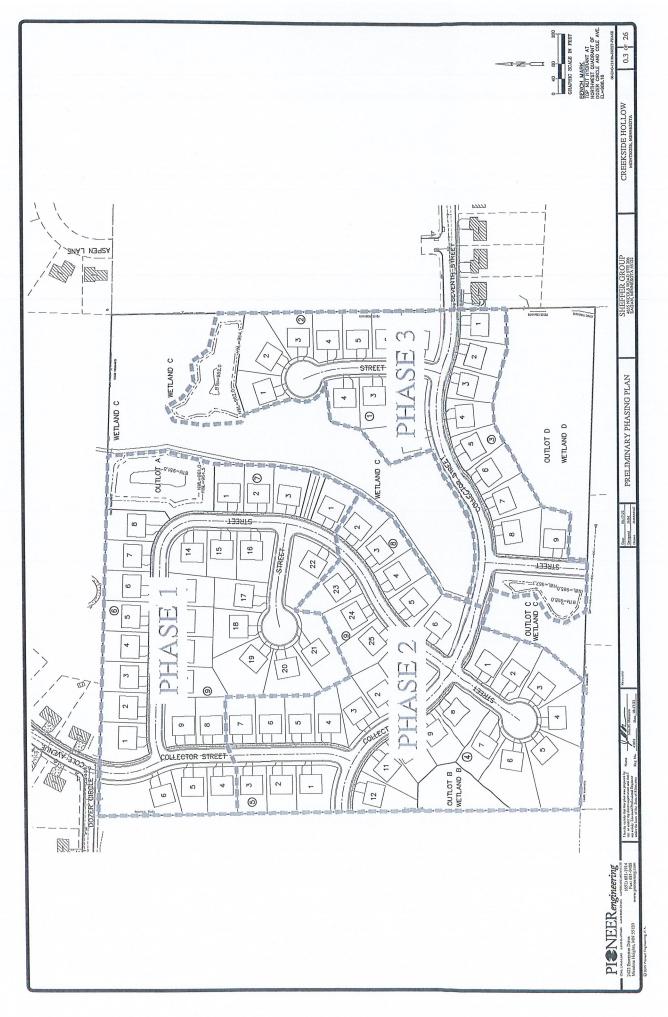
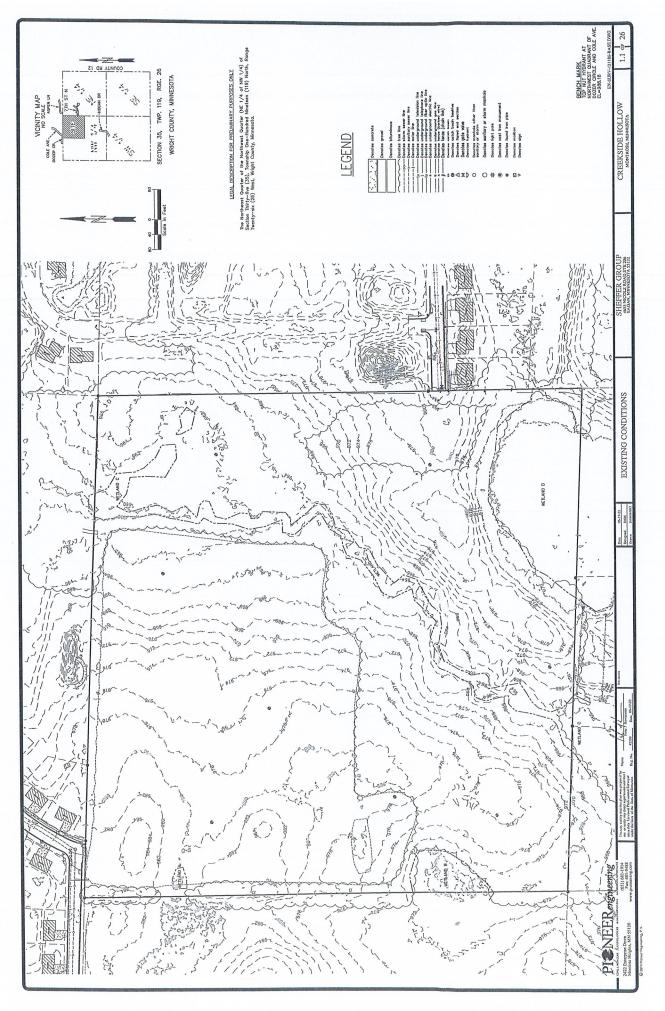
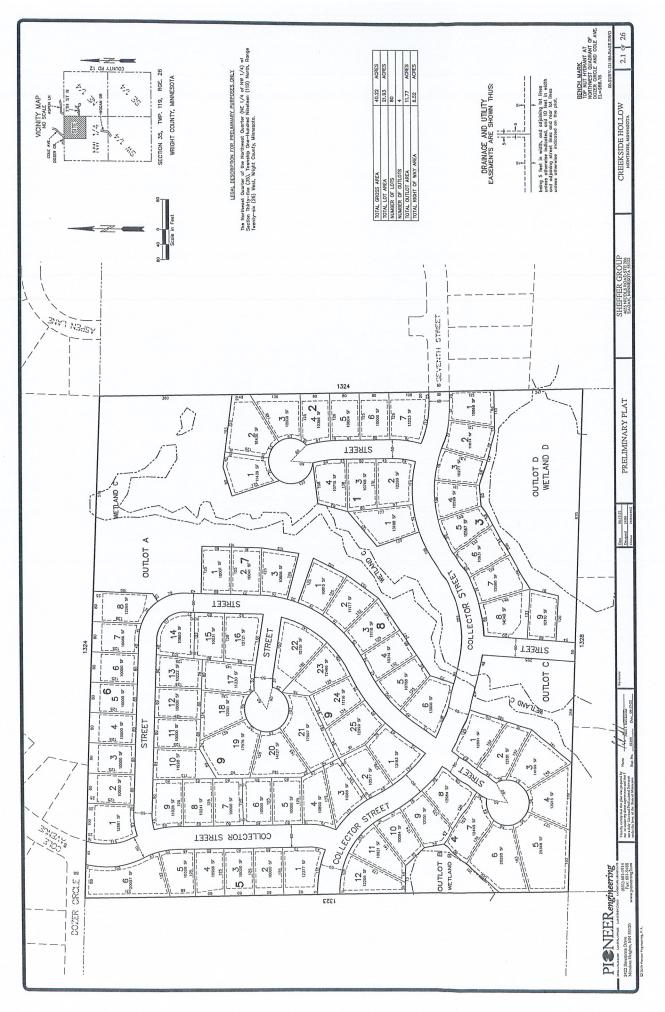
* Original Plat Submission *

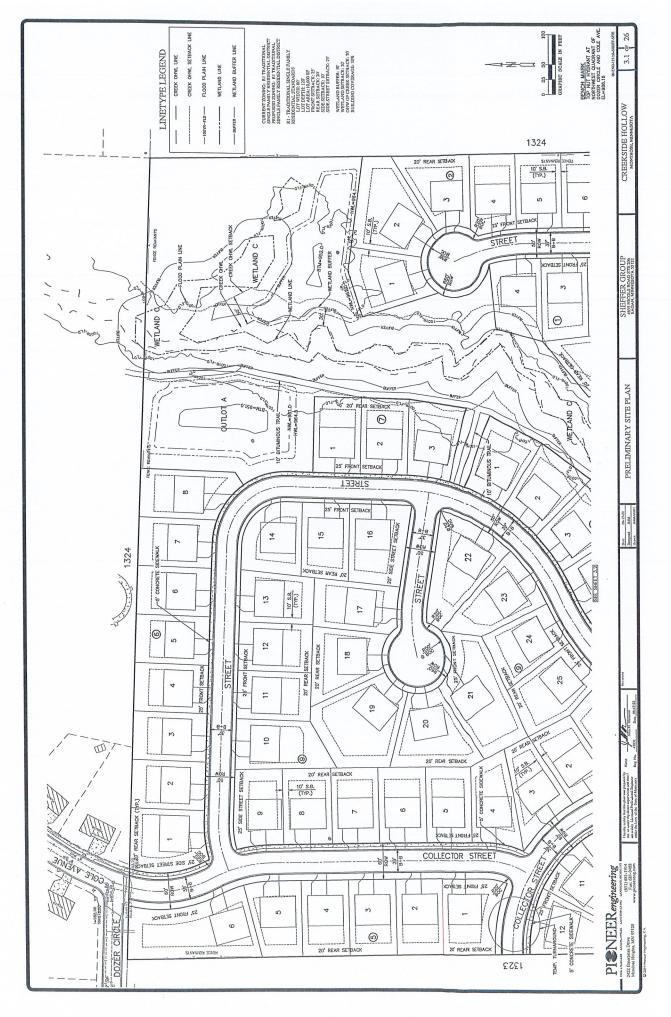


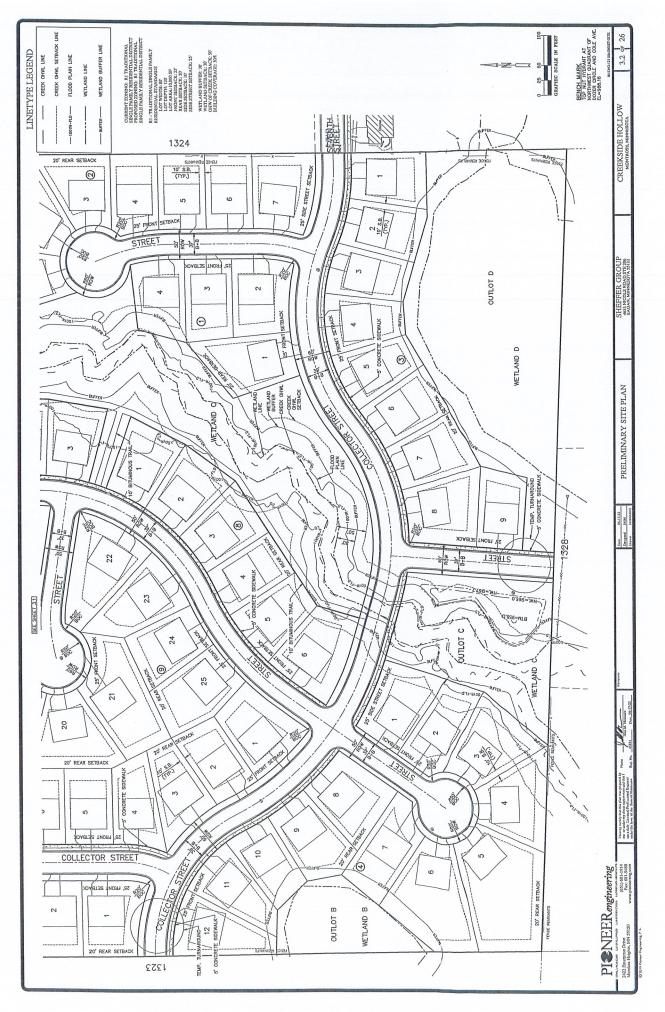


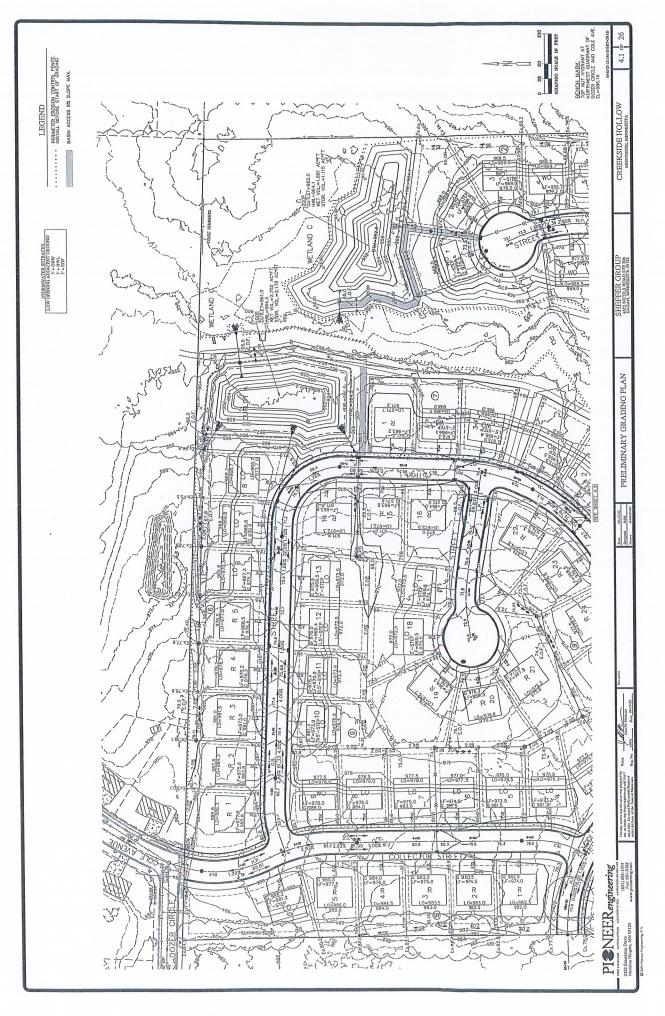


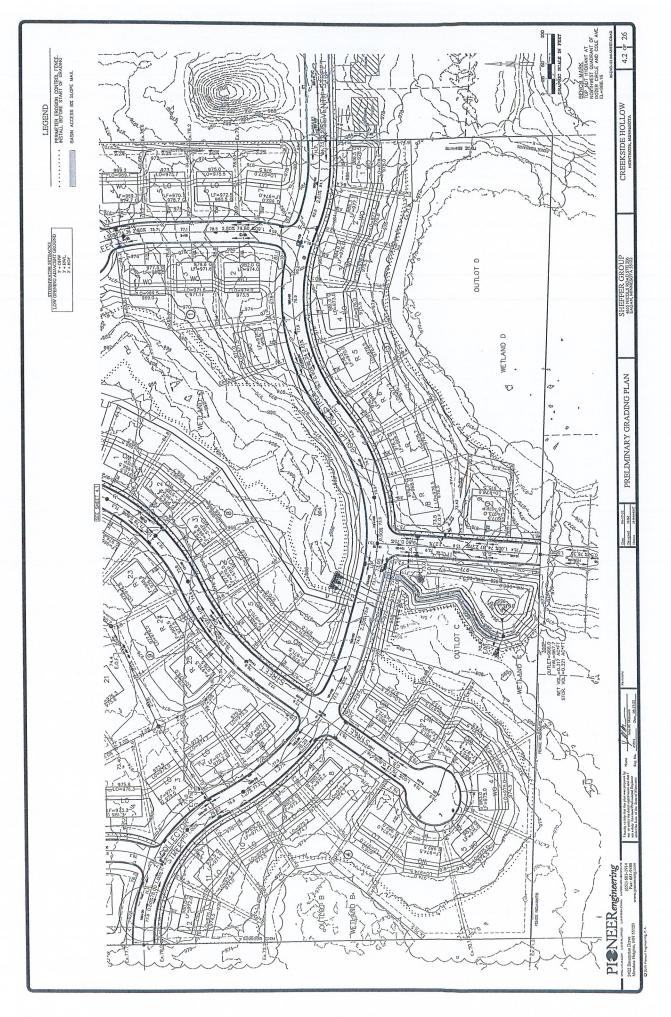


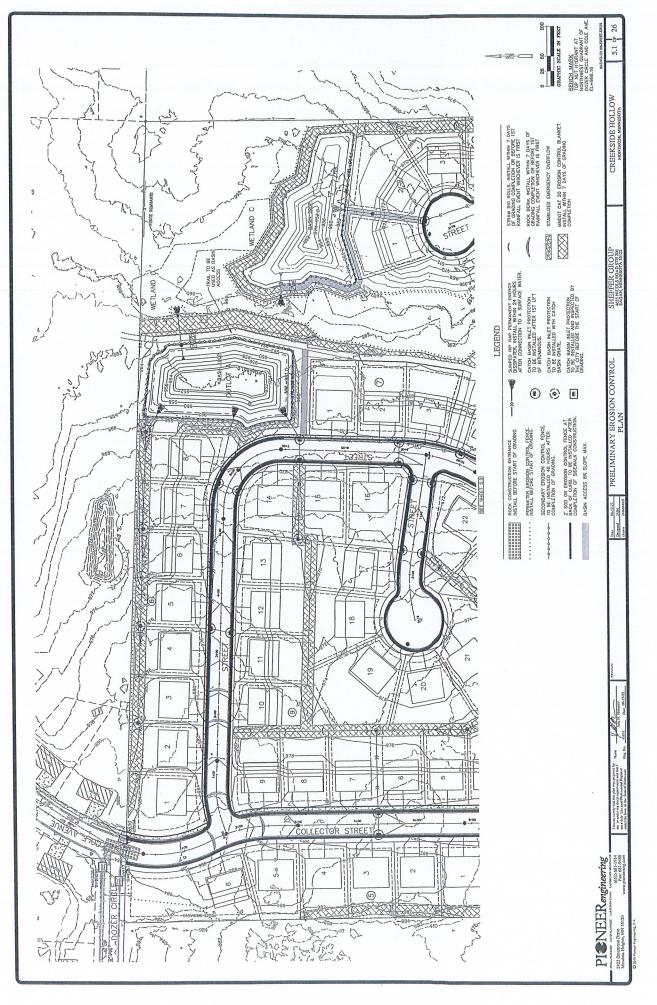


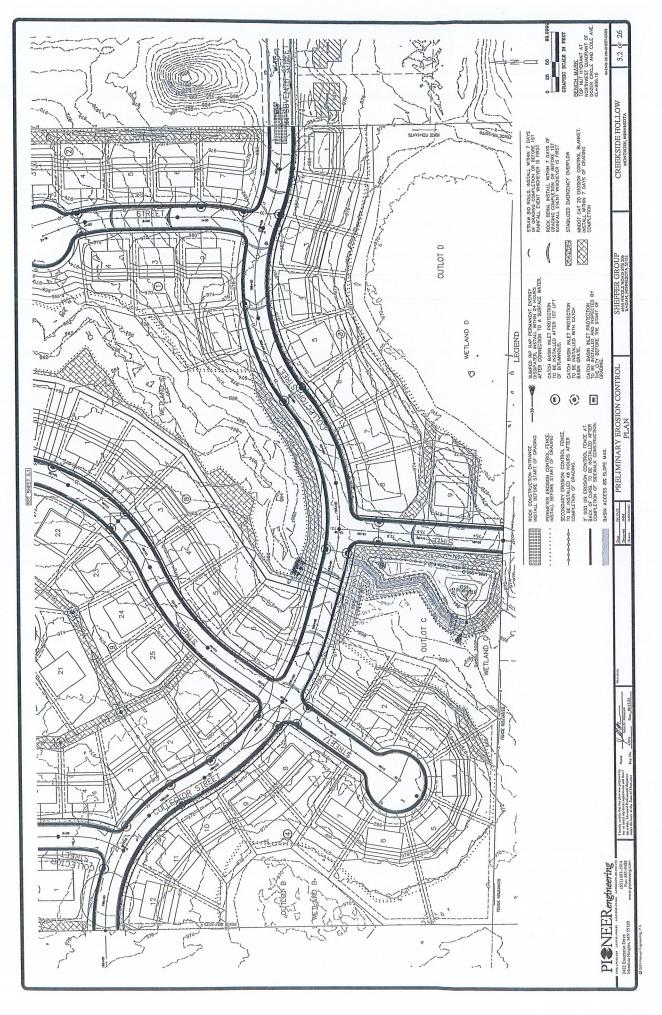


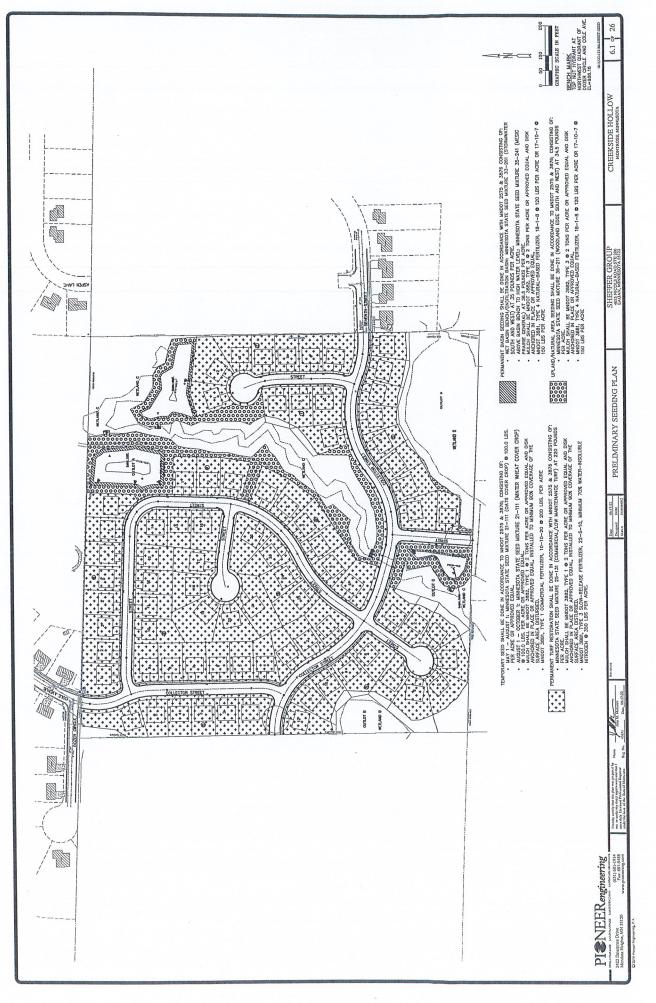


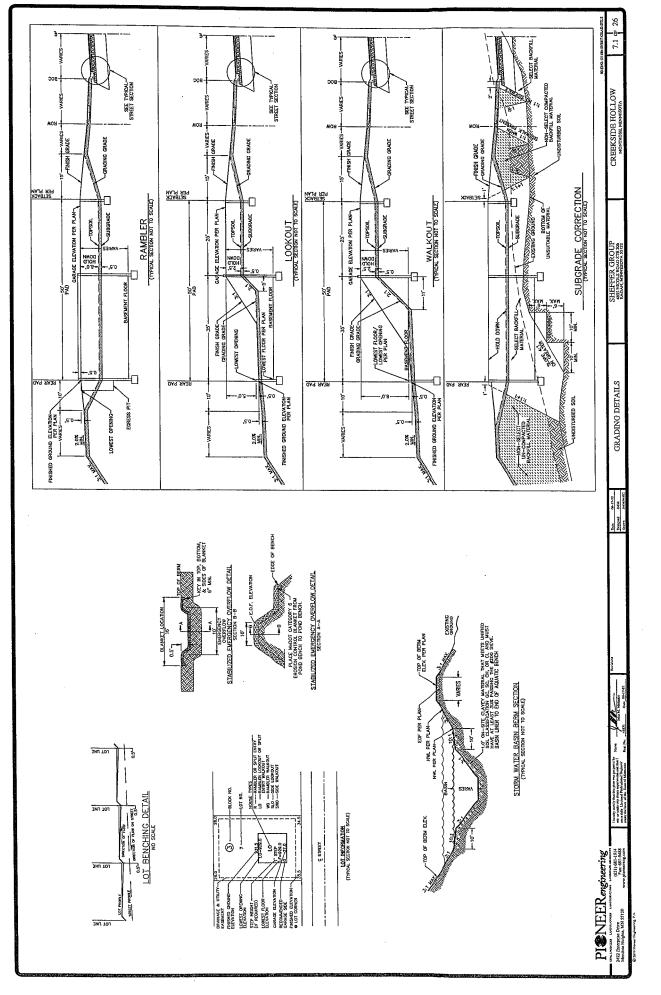


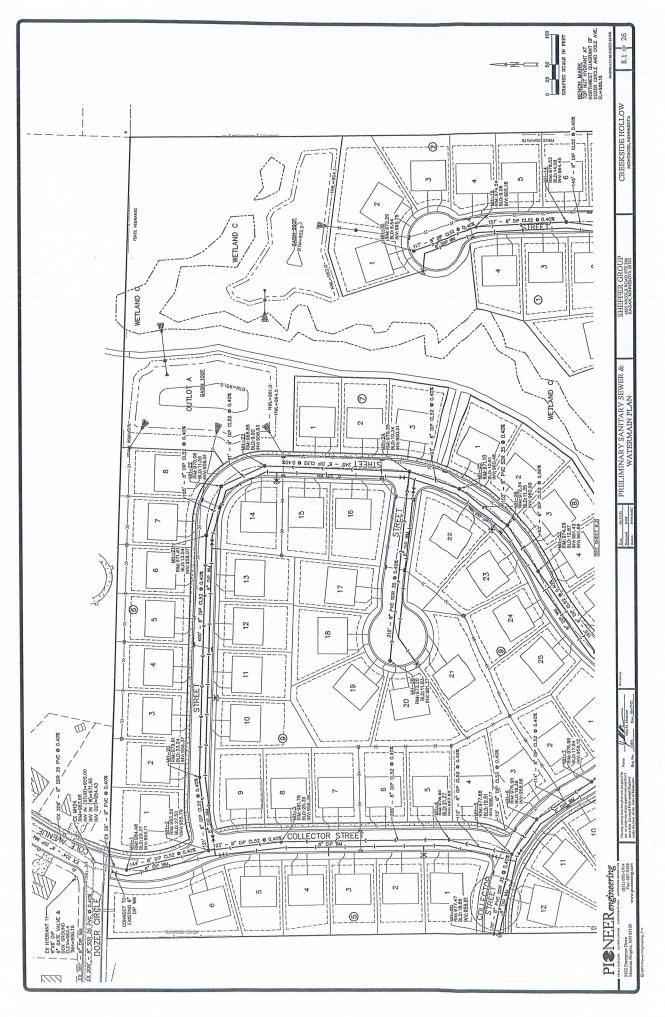


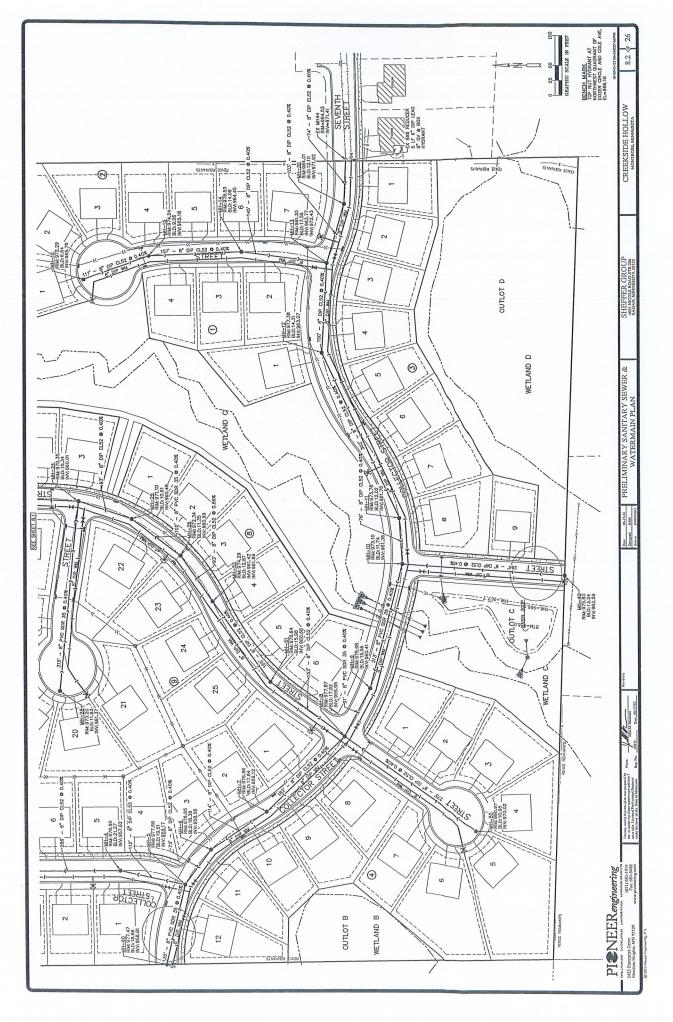


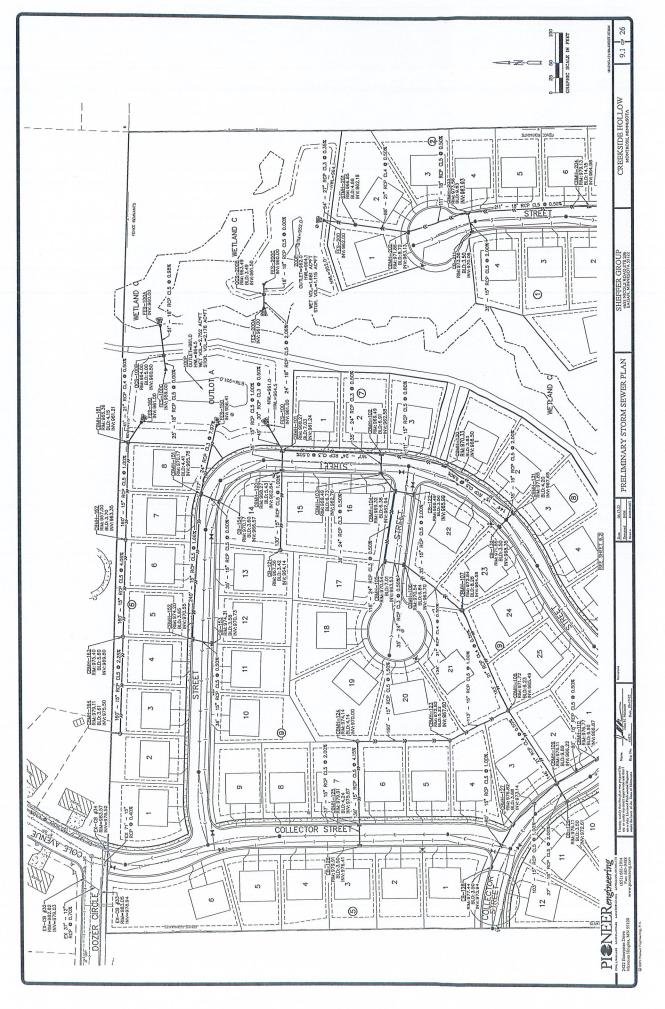


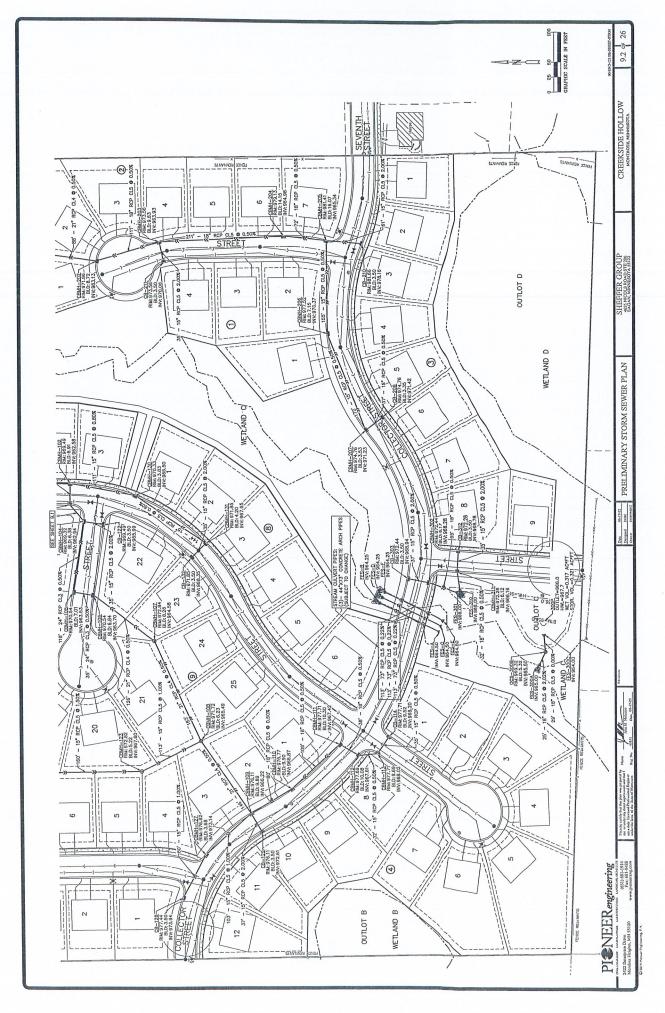


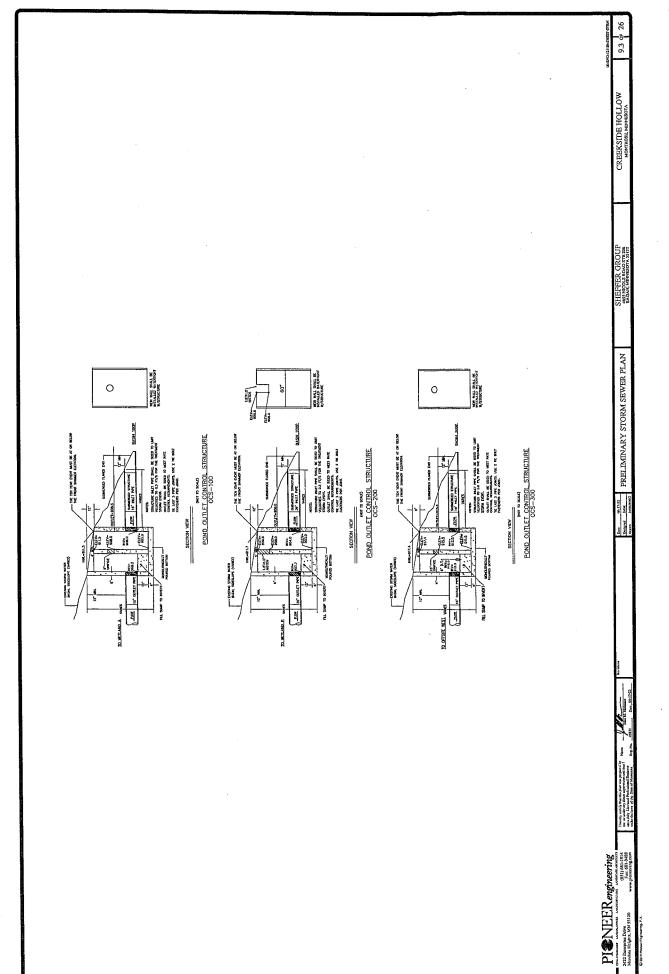


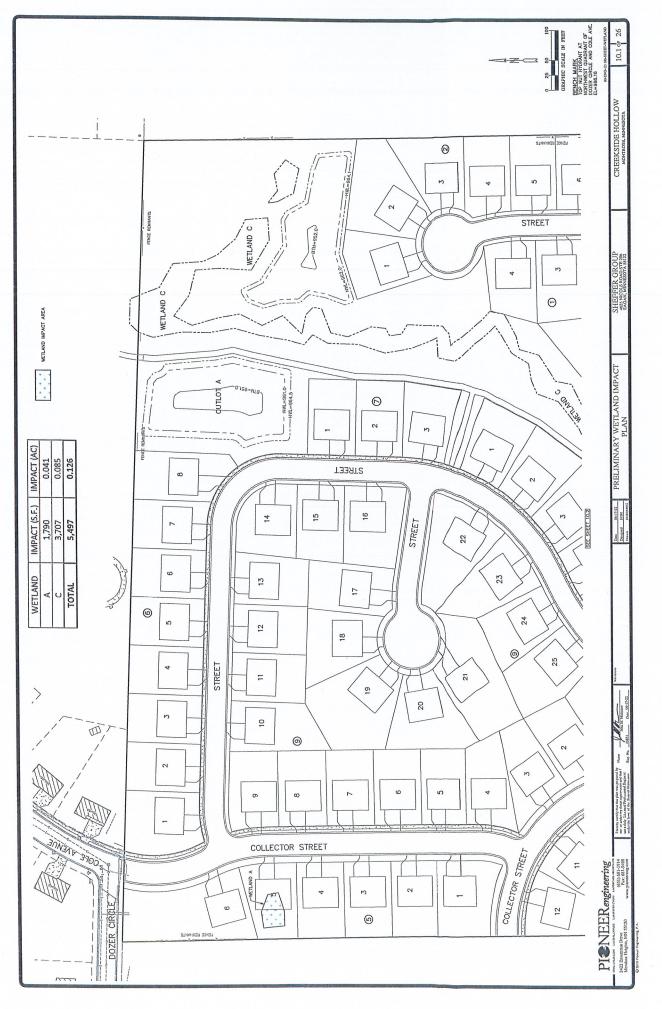


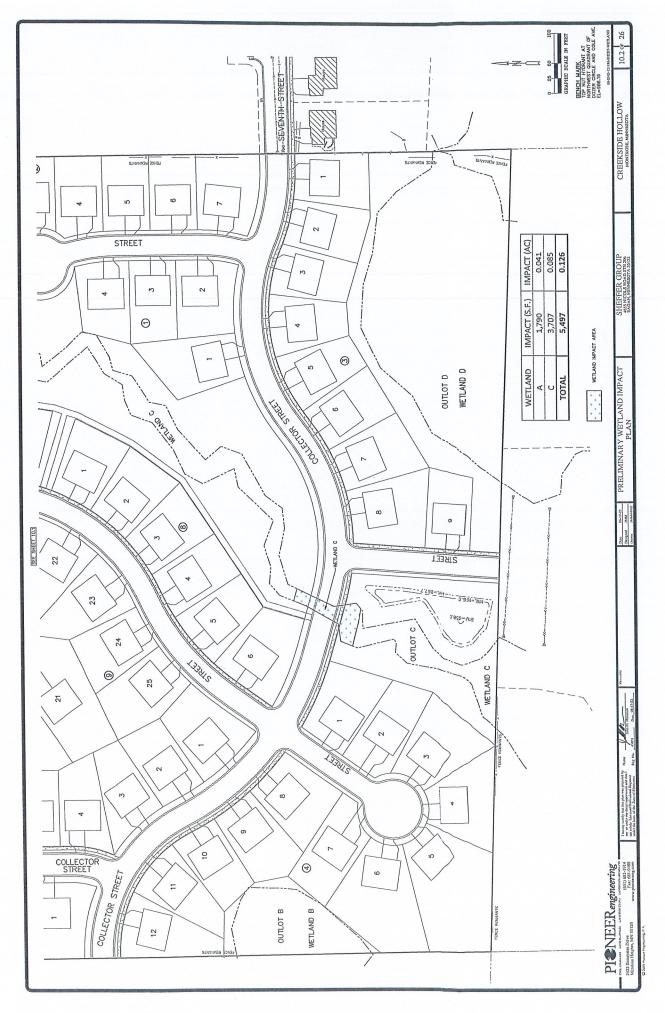


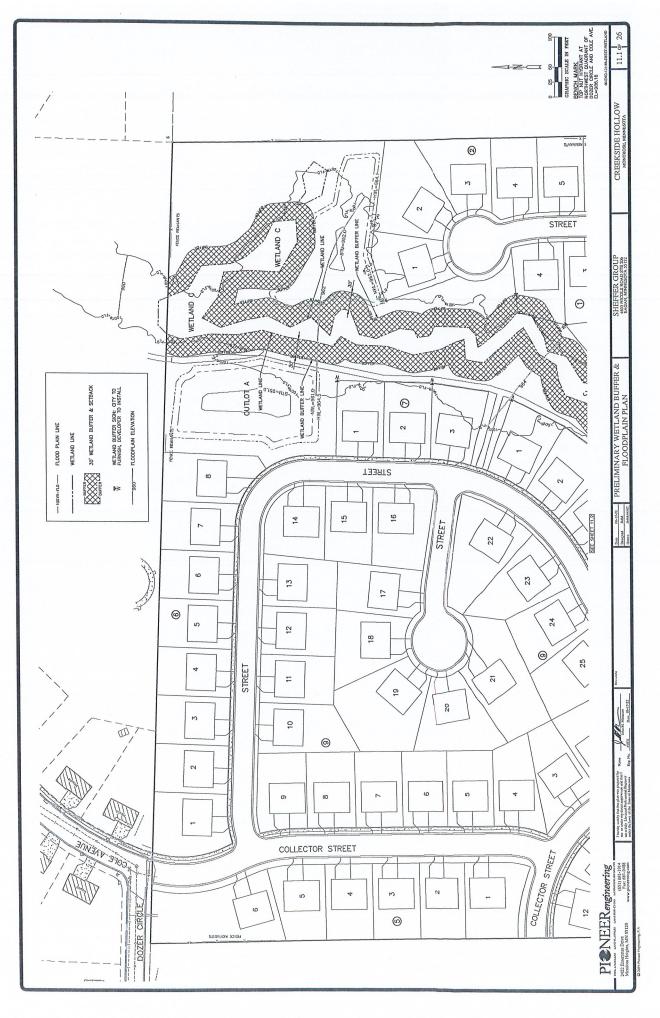


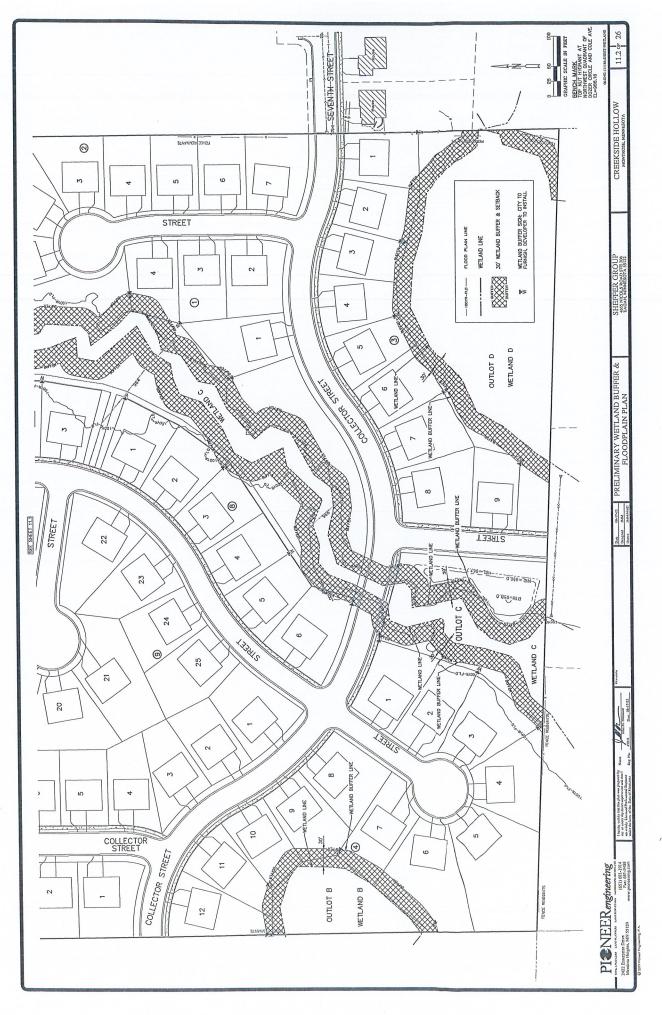


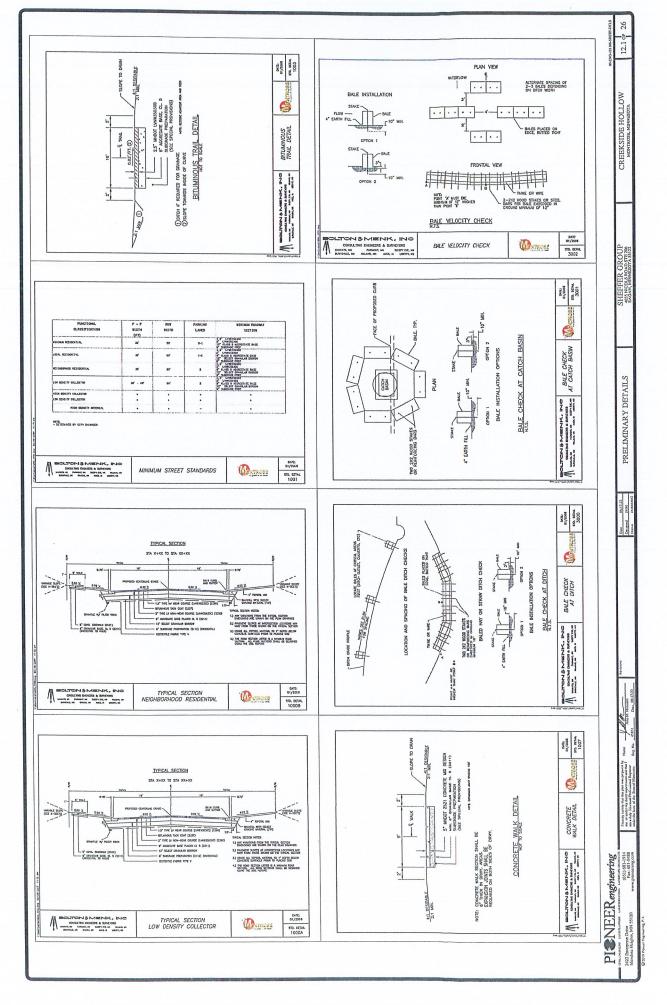


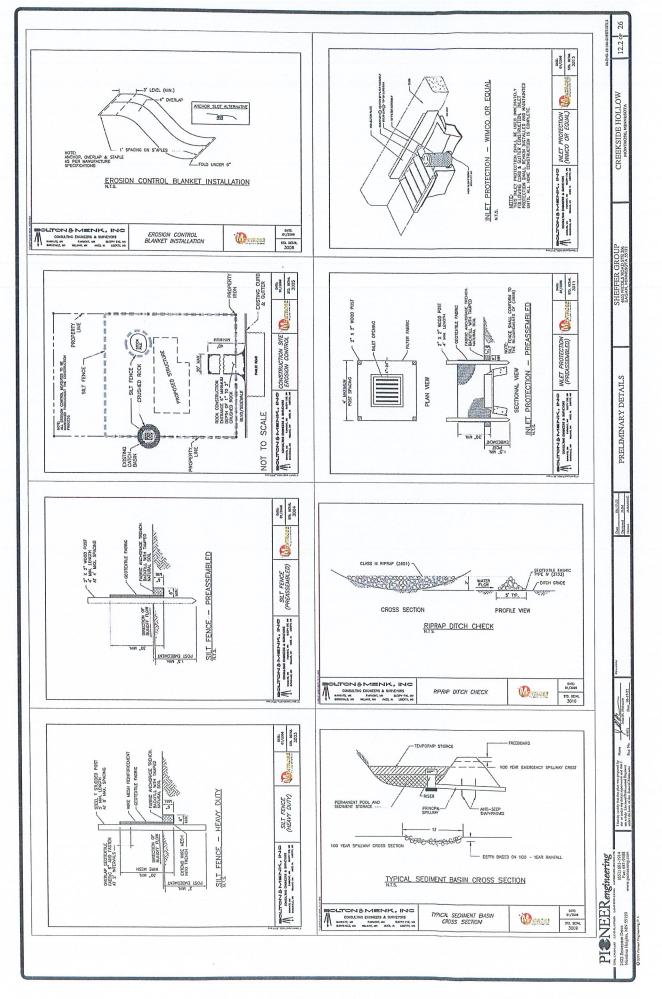


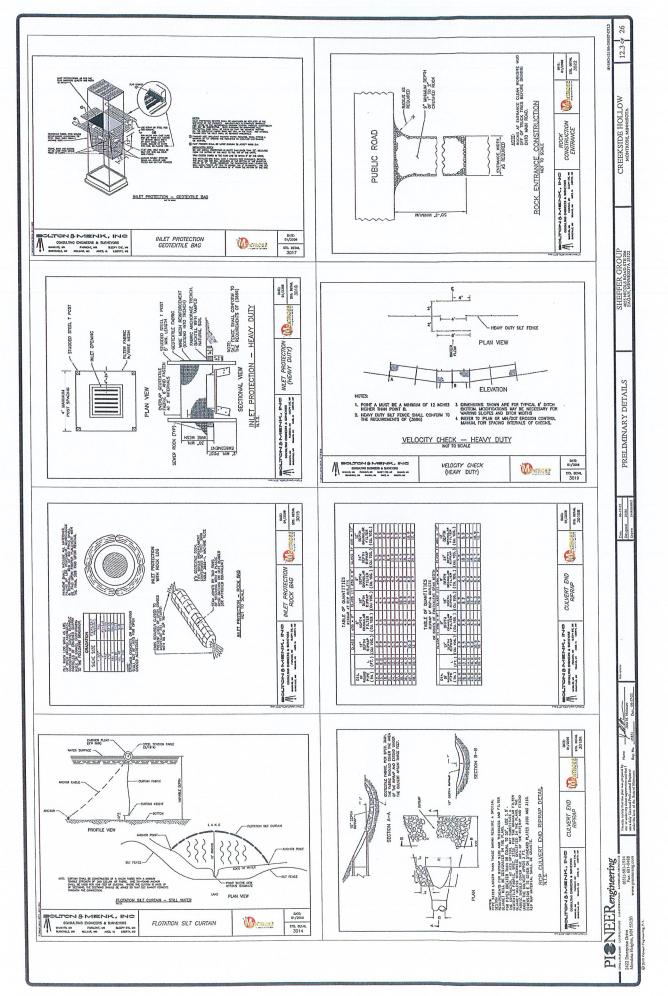


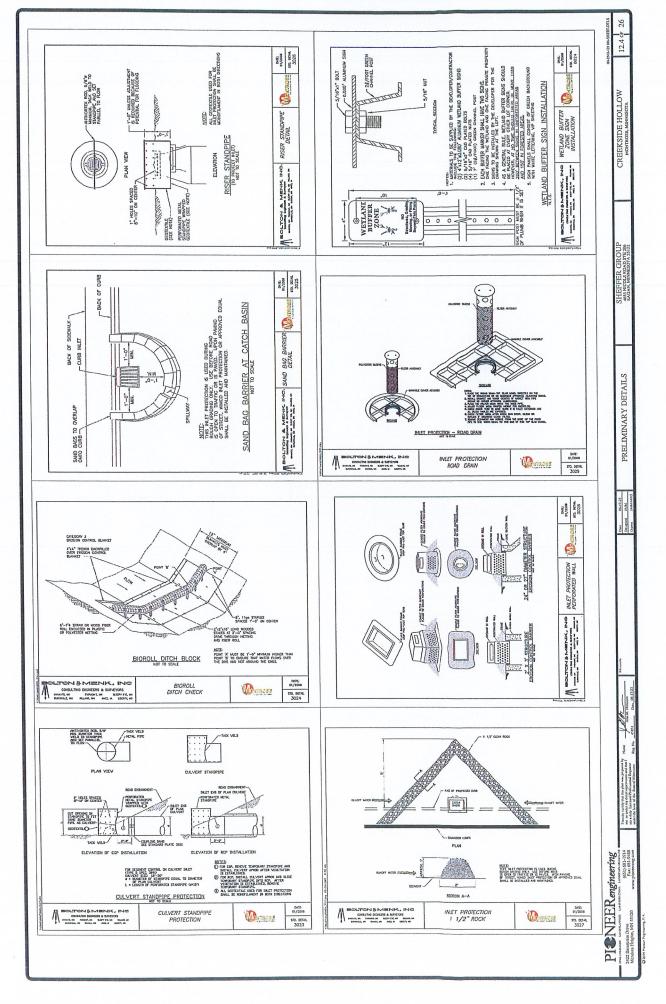














NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422 Telephone: 763.957.1100 Website: www.nacplanning.com

MEMORANDUM

TO:

Mayor Moynagh and Montrose City Council

FROM:

Stephen Grittman

DATE:

November 10, 2022

MEETING DATE:

November 14, 2022

RE:

Montrose – Tree Replacement Regulations

FILE NO:

273.02

This memorandum was provided to the Planning Commission as a part of its review of the City's tree replacement regulations. Attached is a redlined table-form version of the proposed ordinance changes and comments, and also an ordinance (which includes a Summary Ordinance authorization for publication.

The Commission recommended adoption of the amendments in the materials as attached. If the Council agrees, a motion to adopt the ordinance would be in order. Staff will consider and prepare alterations to the language as the Council directs.

Planning Commission Staff Report:

At the September Planning Commission meeting, the Commission discussed a variety of topics related to the current tree preservation standards of the City's Subdivision Ordinance. It was noted that the City's tree preservation and replacement requirements are particularly difficult to comply with, especially in areas of dense woodland. The proposed changes, identified in the attached table-form ordinance amendment, propose to modify the current practice of measuring all "caliper inches" of trees (now more often referred to as "diameter at breast height" (DBH), defined as 54 inches above natural grade), replacing that standard with a per-foot measurement of existing tree crown cover, and requiring one tree per 2,000 square feet of excess removal.

The ordinance continues the practice of exempting 50% of the tree removal in a subdivision due to the requirements of street and utility construction, building pad

grading, and stormwater/grading requirements. Beyond that threshold, the replacement requirements would kick in. For each 2,000 square feet of tree crown removed beyond 50% on the plan approved as a part of the subdivision or development permit review, the subdivider would be required to plant one replacement tree of at least 3" in DBH – increased from the current 2-1/2 inch size.

The 2,000 square foot area is determined to be an average coverage of a modestly mature shade tree. Planting more than this would result in an unhealthy woodland, but it is also designed to allow the eventual reforestation of the site as trees grow to full maturity.

The proposed ordinance sets up a process for measuring the crown canopy (based on aerial photos in the past five years), and then requires the applicant to prepare a removal plan and replacement plan as a part of that review process. If an applicant removes more trees than permitted as a part of the plan, the requirement would be for replacement at a similar rate, but with trees that are at least 6" in DBH, with a concurrent requirement for tree space installation. The options for replacement planting in public spaces, or paying a fee for excess planned removal is retained in the proposed code.

The material further amends a portion of the current landscape section of the zoning ordinance, replacing the current tree planting list (which is outdated) with reference to the American Nursery Stock standards, and the DNR's invasives list. Certain trees are then added to the prohibited category based on common objectionable traits (usually soft wood, regular branch breakage, and other problems). The materials also explicitly exempt these undesirable species from the allowed removal list, such that those species, and otherwise dead or diseased trees, are not necessarily calculated as a part of the crown area.

There are a variety of other related changes to ensure internal consistency with the intent of the regulations. The material has been presented in a table format, with the section reference, the existing text, the re-lined text as proposed, and explanatory comments and notes in the last column.

The Planning Commission's meeting will include a public hearing on the material and the hearing has been noticed. With comment, the Commission has the following optional actions:

- 1. Recommend that the Council adopt the ordinance amendments, with changes as recommended by the Commission and/or staff.
- 2. Recommend that the Council not adopt these changes, and direct staff to follow another approach to tree preservation.
- 3. Recommend that the item be tabled and direct staff to research additional materials for Commission consideration.

Final Note. Commission members offered a separate option for considering tree preservation based on a "Tree Benefit Calculator" that would factor in different aspects of tree growth and forestation. These benefits include livelihood, longevity, wildlife habitat, growth rate, and other factors. This approach is an intriguing concept. However, when researching options for integrating this approach into ordinance form and local process, we were not able to find a format that would avoid an overly complex process for review. The current proposal actually includes a short form of this process, by identifying certain trees as acceptable, and others as not.

However, adding additional criteria seemed to have the effect of multiplying both the analysis and review process for the developer and the city. Our concern lay primarily with the ability of the city to reasonable implement a system of this sort. As the current system is already complex, it was our approach to work toward more simplicity. As such, we have proposed the attached material in the interest of getting the most benefit, while minimizing expense and complexity that would have the effect of actually reducing the effectiveness of the Code.

If the Commission would like to investigate this approach more thoroughly, we can do so at an upcoming meeting after additional research.

Proposed Red-Lined Language:

Subdivision Ordinance 1107-14: Tree Inventory, Preservation and Replacement:

- A) Tree Protection. For any Subdivision of four (4) or more lots, Ssubdividers shall protect a minimum of fifty (50) percent of the existing tree crown cover total inches of existing significant trees on the property. Tree crown cover shall be measured from the most extensive covering based on either certificate of survey or aerial photos taken within the past 5 years, whichever shows the greater cover. If two (2) or more trees are preserved on any lot in the front yard, the landscape plan requirements of two (2) two and one half (2 ½) caliper inch trees is waived for that specific lot. As described in this Section, the remaining crown cover may be thinned to remove dead, diseased, or dying trees, trees which are invasive or undesirable as identified by the Minnesota Department of Natural Resources or the City of Montrose.
- B) Tree Inventory/Preservation Plan. All subdividers shall submit a tree inventory/preservation plan for review and approval as part of the development process. All tree plans shall be prepared by a licensed land surveyor and a forester or a landscape architect and include the following:
- 1) The location of all existing significant trees on the property. Each tree shall be identified by a unique identification number. The extent of the tree crown cover, pre-development, based on the methods identified in Section 1107.14. A.
- 2) The significant trees proposed to be protected as part of the development. Significant trees intended for remoal shall be clearly distinguishable from those intended for preservation. Proposed lot lines, building pads, driveways, streets, easements, and any areas in which tree disruption is anticipated shall be shown.
- 3) All required plantings, including:
- a) All trees for landscaping, screening, or other requirements. Identify areas where existing trees are being proposed to meet requirements, and
- b) If the development intends to remove greater than fifty (50%) percent of the existing significant trees tree crown cover, the location and size of replacement trees.
- 4) The final tree design of all lots showing the significant tree cover intended for preservation and any required plantings.
- 5) A matrix listing the unique identification number for the significant tree, the species or common name, the proposed lot and block on which the tree resides, the size in diameter inches, and an indicator as to whether the tree is intended for removal or preservation. The matrix shall be sorted by lot and block number and conclude with a tabulation of the following: A plan showing the following
 - a) Total number and caliper inches of significant trees tree crown cover on site by square feet.
 - b) Total number and caliper inches of significant trees tree crown cover proposed for removal.
 - c) Total number and caliper inches of significant trees tree crown cover proposed for preservation.
 - d) Calculation of the percentage proposed for removal.

- e) If the percentage for removal exceeds fifty (50%) percent, the number of caliper inches area of tree crown cover which exceeds the allowed removal.
- C) Tree Preservation Plan Updates. Tree Preservation Plans may need to be updated throughout the construction of developments due to changes in the grading plans and other construction related events. Additionally, a finalized plan shall be submitted by the subdivider upon completion of a development to verify all requirements have been met. Tree Preservation Plan updates shall be <u>provided as required to the City Administrator or representative thereof.</u> subject to the following requirements:
- 1. Updated inventories shall require that all significant trees on the site are examined by a forestry specialist, and that all impacted trees are identified. Impacted trees shall be identified as removed on the updated inventory.
- 2. Updated inventories shall be subject to the same requirements and submitted in the same format as the original inventory called for by this section.
- 3. For lots that have obtained a certificate of occupancy, the updated inventory shall reflect the trees on the lots as identified on a final tree survey or other approved method.
- 4. If an updated inventory indicates that actual removal will exceed the planned removal as approved with the development, the subdivider shall be required to provide additional replacement trees as outlined by this section.
- 5. If the revised inventory indicates fewer trees have been removed than planned, the subdivider shall receive a credit for the additional inches preserved. Said credit may only be used towards planned future removal of trees. Under no circumstances shall this credit be used to eliminate required plantings as part of the development, nor can said credits be used to avoid existing obligations to ongoing or completed construction.
- D) Protection During Development. No changes proposed for this section.
- E) Protection Timeline. No changes proposed for this section.

F) Replacement Rate:

- 1) Planned, unplanned and unauthorized tree removal shall be replaced on a <u>caliper inch</u> <u>square foot of crown cover</u> basis in accordance with the following rates:
- a) Planned Removal Authorized by the City: Trees planned for removal beyond the allowed fifty (50%) percent shall be subject to a required replacement as defined by this section. For every tree 2,000 square feet of crown cover, or part thereof, planned to be lost beyond the allowed fifty (50%) percent, cumulative replacement shall be required at a rate of one and one half (1½) caliper inches for every one (1) caliper inch of tree loss one newly planted tree of no less than three (3) inches of diameter at breast height (DBH).
- b) Unplanned Removal Authorized by City: In the event a tree tagged tree crown cover identified for preservation is identified for removal in conjunction with a permitted activity, cumulative replacement

shall be one and one half (1½) caliper inches for ever one (1) caliper inch of tree loss one tree of no less than three (3) inches of diameter at breast height (DBH) for each 2,000 square feet of crown cover lost, or part thereof. The tree inventory shall be updated to reflect the change.

- c) Unauthorized Removal: In the event a tree identified for preservation is removed without authorization, cumulative replacement shall be two (2) caliper inches for every one (1) caliper inch of tree loss one tree of no less than six (6) inches of diameter at breast height (DBH) for each 2,000 square feet of crown cover lost, or part thereof. Such trees shall be planted from the inventory of a state-licensed nursery via tree spade. The tree inventory shall be updated to reflect the change.
- 2) Replacement Type: Replacement trees shall be subject to the following requirements:
- a) Deciduous Trees: Diameter not less than two and one half (2½) three (3) inches of diameter at breast height (DBH) (measured at thirty-six (36) fifty-four (54) inches from natural grade).
- b) Coniferous Trees: Not less than six (6) eight (8) feet in height.
- c) Replacement trees shall be from the list of species identified in Section 1120-4.B of the Montrose Zoning Ordinance (Required Landscaping).
- d) No more than twenty-five (25%) percent of the total replacement trees may be of the same species. No fewer than twenty-five (25%) percent of total replacement trees may be of either coniferous or deciduous trees.
- e) Replacement tress shall not be placed on easements or street rights-of-way. Prior to planting replacement trees, the subdivider shall submit for City review and approval, the locations of the replacement trees.
- 3) Mitigation Alternatives: In the event removal limits are exceeded and required replacement cannot occur on-site, the subdivider may mitigate the tree loss via one (1) of the following alternatives as determined by the City:
- a) Cash Payment. The subdivider may mitigate the tree loss via cash payment to the city. Such payment shall equal the product of the total required caliper inches to be replaced multiplied by the fee per diameter inch be as set forth by the city fee schedule. The cash payment shall be utilized for City forestry projects as determined by the City.
- b) Off-Site Planning. At the discretion of the City, the subdivider may plant replacement trees upon either property located within the City which is either under the control of the subdivider or owned by the City of Montrose.
- H) Prohibited Actions. No changes proposed for this section.
- 1) Security for Tree Preservation and Replacement. No changes proposed for this section.
- 1110.04: Required Private Improvements:

- A) As part of the final plat, the following private improvements shall be required where applicable to a new subdivision:
- 1) Where public sewer and water facilities are not available for extension into the proposed subdivision, the City may issue a permit allowing the use of individual water and sewer systems in accordance with City and State regulations, as may be amended. Where connection to the municipal sanitary sewer system is not feasible, the subdivider or the purchasers of individual lots shall install on-site sewage disposal facilities meeting the requirements of the City, County, Minnesota State Board of Health and the Minnesota Pollution Control Agency.
- 2) Private Landscaping. For any single family or two-family parcel created under this section, no fewer that two (2) new trees shall be planted per unit on each parcel. Said trees shall be no less than three (3) inches in diameter at breast height (DBH). For parcels created under this section for townhouses, multiple family residential, commercial, industrial, or institutional uses, the landscaping requirements shall be listed in the Zoning Ordinance.

NOTE: These tree planting requirements are **IN ADDITION TO** any replacement tree planting required by the subdivision or development project.

1020-4: Required Landscaping (Zoning Ordinance)

- 1) Types of New Trees: Trees suitable for complying with this Chapter shall include those specified below specified by the American Nursery Stock Standards as being suited for the local climate and soil conditions, which are not listed as invasive according to the Minnesota Department of Natural Resources List of Invasive Plants, which are resistant to common disease and insect infestations, and which meet the intent of the landscaping and tree planting sections of the Zoning and Subdivision Ordinances.
- 2) The following trees may be removed, thinned, or treated without penalty as they relate to tree preservation requirements, and such trees shall not be planted as a part of any required landscaping plan or tree replacement plan (exceptions may be made for varietals that have been developed specifically for disease and insect resistance at the discretion of the City):
- a. Boxelder (Acer negundo)
- b. Elm Species (including Chinese, Siberian, American)
- c. Cottonwood, Aspen and other Poplar species
- d. Silver Maple (Acer saccharinum)
- e. Black Willow (Salix nigra)
- f. Green Ash species (Fraxinus spp).

ORDINANCE NO. 2022-08 CITY OF MONTROSE COUNTY OF WRIGHT STATE OF MINNESOTA

AN ORDINANCE AMENDMENT TO CHAPTERS 1107.14 AND 1110.04 OF THE SUBDIVISION ORDINANCE; AND 1020-4 OF THE ZONING ORDINANCE OF THE CITY OF MONTROSE, RELATED TO TREE PRESERVATION AND REPLACEMENT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTROSE THAT THE FOLLOWING CHAPTER AND SECTIONS OF THE ZONING ORDINANCE ARE AMENDED AS FOLLOWS:

Section 1. Chapter 1107.14. is amended to read as follows:

1107.14: TREE INVENTORY, PRESERVATION AND REPLACEMENT: The following requirements for protecting significant trees, as defined in Section 1101.02 of this Ordinance, shall be imposed upon all new subdivisions.

A. Tree Protection. For any Subdivision of four (4) or more lots, subdividers shall protect a minimum of fifty (50) percent of the existing tree crown cover on the property. Tree crown cover shall be measured from the most extensive covering based on either certificate of survey or aerial photos taken within the past 5 years, whichever shows the greater cover. As described in this Section, the remaining crown cover may be thinned to remove dead, diseased, or dying trees, trees which are invasive or undesirable as identified by the Minnesota Department of Natural Resources or the City of Montrose.

- **B.** Tree Inventory/Preservation Plan. All subdividers shall submit a tree inventory/ preservation plan for review and approval as part of the development process. All tree plans shall be prepared by a licensed land surveyor and a forester or a landscape architect and include the following:
 - 1. The extent of the tree crown cover, pre-development, based on the methods identified in Section 1107.14. A.
 - 2. All required plantings, including:
 - a. All trees for landscaping, screening, or other requirements. Identify areas where existing trees are being proposed to meet requirements, and
 - b. If the development intends to remove greater than fifty (50) percent of the existing tree crown cover, the location and size of replacement trees.
 - 3. The final tree design of all lots showing the tree cover intended for preservation and any required plantings.
 - 4. A plan showing the following:
 - a. Total tree crown cover on site by square feet.
 - b. Total tree crown cover proposed for removal.
 - c. Total tree crown cover proposed for preservation.

- d. Calculation of the percentage proposed for removal.
- e. If the percentage for removal exceeds fifty (50) percent, the area of tree crown cover which exceeds the allowed removal.
- C. Tree Preservation Plan Updates. Tree Preservation Plans may need to be updated throughout the construction of developments due to changes in the grading plans and other construction related events. Additionally, a finalized plan shall be submitted by the subdivider upon completion of a development to verify all requirements have been met. Tree Preservation Plan updates shall be provided as required by the City Administrator or representative thereof.
- **D. Protection During Development**. The subdivider shall be responsible for all trees on a site until a certificate of occupancy is granted and for trees on the remainder of the property until all improvements are accepted. A tree protection plan shall be provided, as described below:
 - 1. Installation of snow fencing or polyethylene laminar safety netting at the drip line or critical root zones of groups of trees to be saved.
 - 2. Installation of signage at all tree protection areas that instruct workers to stay out.
 - 3. Installation of erosion control measures.
 - 4. Tree protection measures shall be kept in place and in good condition until all grading and construction activity has ceased.
 - 5. Prevention of soil chemistry change due to concrete wash out and leakage or spillage of toxic materials such as fuels or paints.
- **E. Protection Timeline**. Trees identified on the tree preservation plan shall be protected throughout the development and construction process. The City's enforcement of the tree preservation plan shall cease upon the issuance of a certificate of occupancy.

F. Replacement Rate.

- 1. Planned, unplanned and unauthorized tree removal shall be replaced on square foot of crown cover basis in accordance with the following rates:
 - a. Planned Removal Authorized by City. Trees planned for removal beyond the allowed fifty (50) percent shall be subject to a required replacement as defined by this section. For every 2,000 square feet of crown cover, or part thereof, planned to be lost beyond the allowed fifty (50) percent, cumulative replacement shall be required at a rate of one newly planted tree of no less than three (3) inches of diameter at breast height (DBH).
 - b. Unplanned Removal Authorized by City. In the event tree crown cover identified for preservation is identified for removal in conjunction with a permitted activity, cumulative replacement shall be one tree of no less than three (3) inches of diameter at breast height (DBH) for each 2,000 square feet of crown cover lost, or part thereof. The tree inventory shall be updated to reflect the change.
 - c. Unauthorized Removal. In the event a tree identified for preservation is removed without authorization, cumulative replacement shall be one tree of no less than six (6) inches of diameter at breast height (DBH) for each 2,000 square feet of crown cover lost,

- or part thereof. Such trees shall be planted from the inventory of a state-licensed nursery via tree spade. The tree inventory shall be updated to reflect the change.
- 2. Replacement Type. Replacement trees shall be subject to the following requirements:
 - a. Deciduous Trees: Diameter not less than three (3) inches of diameter at breast height (measured at fifty-four (54) inches from natural grade).
 - b. Coniferous Trees: Not less than eight (8) feet in height.
 - c. Replacement trees shall be from the list of species identified in Section 1120-4.B of the Montrose Zoning Ordinance (Required Landscaping).
 - d. No more than twenty-five (25) percent of total replacement trees may be of the same species. No fewer than twenty-five (25) percent of total replacement trees may be of either coniferous or deciduous trees.
 - e. Replacement trees shall not be placed on easements or street rights-of-way. Prior to planting replacement trees, the subdivider shall submit for City review and approval, the locations of the replacement trees.
- 3. Mitigation Alternatives. In the event removal limits are exceeded and required replacement cannot occur on-site, the subdivider may mitigate the tree loss via one (1) of the following alternatives as determined by the City:
 - a. Cash Payment. The subdivider may mitigate the tree loss via cash payment to the City. Such payment shall be as set forth by the City fee schedule. The cash payment shall be utilized for City forestry projects as determined by the City.
 - b. Off-Site Planting. At the discretion of the City, the subdivider may plant replacement trees upon either property located within the City which is either under the control of the subdivider or owned by the City of Montrose.

G. Prohibited Actions.

- 1. No soil disturbance shall occur within the subdivision until the tree protection, preservation, replacement, and/or reforestation plan(s) are approved, financial securities have been submitted and development agreement approved, and tree protection measures are in place on site.
- 2. Construction staging areas and areas for the storage of equipment and stockpiling of materials shall not be within tree protection areas.
- 3. Fill shall not be placed against tree trunks, under the drip line, or in critical root zones of trees to be saved.
- 4. Pruning of oak trees shall not take place from April 1st through July 15th. If wounding of oak trees occurs, a non-toxic tree wound dressing shall be applied immediately. Excavators shall have a non-toxic tree wound dressing with them on the development site.
- H. Security for Tree Preservation and Replacement. To ensure tree preservation and replacement efforts are successful, the following shall be required:

- 1. At the time of the development agreement, subdividers shall provide a financial security to the City to guarantee the protection of the significant trees intended for preservation through the development and construction process. The financial security shall be in an amount determined by the City Council and adopted by ordinance for each lot and outlot that has at least one (1) significant tree to be protected. This security may be returned upon completion of a tree inspection by the City prior to the issuance of a certificate of occupancy.
- 2. Subdividers shall provide the City with a letter of credit, cash, or escrow, in favor of the City, in an amount of one hundred twenty-five (125) percent of the tree replacement/planting estimate.
- 3. All replacement, reforestation, and other required plantings shall be planted during an ideal planting season for a particular species, unless otherwise authorized by the City. The subdivider shall submit a useable inventory of trees planted during an applicable planting season.
- 4. All trees planted during a specified planting season shall be warranted through two complete growing seasons. The City shall inspect the trees listed in the subdivider's inventory from the previous year to ensure the health of the tree.
- 5. As trees are declared healthy by the City upon inspection, the subdivider may request reductions to the security amount provided adequate funds remain equal to one hundred twenty-five (125) percent of the cost to complete remaining work.

Section 2. Chapter 1110.04. is amended to read as follows:

1110.04: REQUIRED PRIVATE IMPROVEMENTS:

A. As part of the final plat, the following private improvements shall be required where applicable to a new subdivision:

- 1. Where public sewer and water facilities are not available for extension into the proposed subdivision, the City may issue a permit allowing the use of individual water and sewer systems in accordance with City and State regulations, as may be amended. Where connection to the municipal sanitary sewer system is not feasible, the subdivider or the purchasers of individual lots shall install on-site sewage disposal facilities meeting the requirements of the City, County, Minnesota State Board of Health and the Minnesota Pollution Control Agency.
- 2. Private Landscaping. For any single family or two-family parcel created under this Section, no fewer than two (2) new trees shall be planted per unit on each parcel. Said trees shall be no less than three (3) inches in diameter at breast height (DBH). For parcels created unders this section for townhouses, multiple family residential, commercial, industrial, or institutional uses, the landscaping requirements shall be as listed in the Zoning Ordinance.

NOTE: These tree planting requirements are **IN ADDITION TO** any replacement tree planting required by the subdivision or development project.

Section 3. Chapter 1020-4.B. is amended to read as follows:

1020-4: REQUIRED LANDSCAPING

- B. Design Standards and Criteria. All landscaping incorporated in the landscape plan shall conform to the following standards and criteria:
 - Types Of New Trees: Trees suitable for complying with this Chapter shall include those
 specified by the American Nursery Stock Standards as being suited for the local climate and
 soil conditions, which are not listed as invasive according to the Minnesota Department of
 Natural Resources List of Invasive Plants, which are resistant to common disease and insect
 infestations, and which meet the intent of the landscaping and tree planting sections of the
 Zoning and Subdivision Ordinances.
 - 2. The following trees may be removed, thinned, or treated without penalty as they relate to tree preservation requirements, and such trees shall not be planted as a part of any required landscaping plan or tree replacement plan (exceptions may be made for varietals that have been developed specifically for disease and insect resistance at the discretion of the City):
 - a. Boxelder (Acer negundo)
 - b. Elm Species (including Chinese, Siberian, American)
 - c. Cottonwood, Aspen and other Poplar species
 - d. Silver Maple (Acer saccharinum)
 - e. Black Willow (Salix nigra)
 - f. Green Ash species (Fraxinus spp).

Section 4. This ordinance shall be published by summary publication, and the original kept on file with the City Clerk for public view.

Section 5. This ordinance shall be effective immediately upon its passage and publication.

ADOPTED this 14th day of November 2022, by the City Council of the City of Montrose.

Kirby Moynagh, Mayor

Moved by:
Seconded by:

ATTEST:

Jessica Bonniwell, City Clerk/Administrator

Published: Zoning Ordinance Updated:

CITY OF MONTROSE COUNTY OF WRIGHT STATE OF MINNESOTA

RESOLUTION NO. 2022-31

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 2022-08: AN ORDINANCE AMENDMENT TO CHAPTERS 1107.14 AND 1110.04 OF THE SUBDIVISION ORDINANCE; AND 1020-4 OF THE ZONING ORDINANCE OF THE CITY OF MONTROSE, RELATED TO TREE PRESERVATION AND REPLACEMENT

WHEREAS, The City Council of the City of Montrose has determined the publication of the title and a summary of "Ordinance 2022-08 AN ORDINANCE AMENDMENT TO CHAPTERS 1107.14 AND 1110.04 OF THE SUBDIVISION ORDINANCE; AND 1020-4 OF THE ZONING ORDINANCE OF THE CITY OF MONTROSE, RELATED TO TREE PRESERVATION AND REPLACEMENT", finding a summary publication would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, Pursuant to Minnesota Statues 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 2022-08 AN ORDINANCE AMENDMENT TO CHAPTERS 1107.14 AND 1110.04 OF THE SUBDIVISION ORDINANCE; AND 1020-4 OF THE ZONING ORDINANCE OF THE CITY OF MONTROSE, RELATED TO TREE PRESERVATION AND REPLACEMENT" be published with notice that a printed copy of Ordinance 2022-08 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 November 14, 2022 the Montrose City Council approved the reading of Ordinance 2022-08 "AN ORDINANCE AMENDMENT TO CHAPTERS 1107.14 AND 1110.04 OF THE SUBDIVISION ORDINANCE; AND 1020-4 OF THE ZONING ORDINANCE OF THE CITY OF MONTROSE, RELATED TO TREE PRESERVATION AND REPLACEMENT".

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 2022-08 shall be in full force and effect from and after the date of its passage (November 14, 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 14th day of November, 2022
Robert W. Moynagh, III Mayor City of Montrose
ATTEST:
Jessica Bonniwell City Administrator City of Montrose

City of Montrose Park & Recreation Commission

Minutes October 13, 2022

Pursuant to call and notice the Park & Recreation Commission met on October 13th, 2022 at 6:30 p.m. at Montrose City Hall. Those present were Commission Members Duane Isle, Toby Nelson, Eddie Kolasa, Michelle Otto, Council Liaison, Nicole Andreoff and Deputy Clerk Cristy Gerard. Commission member Kayla McCluskey was late to arrive.

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Commission Chair Isle.

2. ROLL CALL

3. APPROVAL OF MEETING AGENDA

Commissioner Otto motioned to approve the October 13th, 2022 agenda. Commissioner Nelson seconded the motion. Motion carried 4-0-1.

4. OLD BUSINESS

a. Park & Trails Plan

Ongoing

b. Money from Beanbag Tournament

The Boy Scouts are still discussing the details of this.

c. Donation for the Road Show/Burgers in the Park

The city is waiting to receive an invoice from Greg Youmans. It was discussed that the P&R Commission would like to arrange an opportunity to present the donation check to the Boy Scouts publicly if possible.

5. <u>NEW BUSINESS</u>

a. Schedule Next Park Visits

The commissions decided together that members will be responsible for visiting the remaining parks on their own prior to the December meeting and be ready for discussion. The remaining parks to visit are: Rock Brook Park, Pheasant Ridge Park, Lions Park and Thorson Park.

b. **Community Meals**

Commissioner Otto invited the members to volunteer for the Thursday night monthly meals. The next will take place on October 20th from 5:00-6:30 pm.

c. Celebrate Montrose Halloween Event & P&R Liason

Michelle is asking for volunteers for their Halloween event on 10/28 from 6p-8p at The Community Center.

d. <u>Discuss Community Garden Rules</u>

The city is still waiting for the final water bill for the community gardens for the 2022 season. A motion was made by Commissioner McCluskey to table this discussion until the regular November meeting. The motion was seconded by Commissioner Kolasa. Motion carried 5-0.

e. Review Adopt-A-Park Rules

The commission reviewed the official document and did not find any necessary changes. There was discussion on how to market the program and make citizens aware of it and want to take part. Some suggestions were to create a colorful flyer and highlight the program in the city newsletter. Approaching the Boy and Girl Scouts was also discussed. The commissions also spoke about how to let people know they would be publicly acknowledged for adopting a park. Signage, acknowledgement in the city newsletter and a public ceremony in front of the city council were all suggested. Cristy Gerard also planned to reach out to the Buffalo P&R to ask what they do for their adopt-a-park program.

Commissioner McCluskey made a motion to approve the Adopt-A-Park document as-is. Commissioner Nelson seconded the motion. Motion carried 5-0.

f. Review Parks & Recreation Commission By-Laws

The commission reviewed the official document and discussed extensively section 11.1 of the by-laws which state that only residents in city limits can serve on the Parks and Recreation committee. It was decided that Commissioner Isle would question the City Council on why this portion of the bylaws was changed. The fact that the commission could add up to two more members was also discussed and it was decided to post on the city website and city social media pages that there are two more chairs to fill. A motion to approve the by-laws pending the answer of the city council about the residency questions was made by Commission Kolasa and seconded by Commissioner Otto. Motion carried 5-0.

g. Liaison from P&R for Celebrate Montrose Committee

Commissioner Otto suggested that there be a member of P&R at each Celebrate Montrose meeting. It was decided that Duane or Eddie will attend the next meeting and moving forward it will be a rotating attendance by one of the P&R Commission.

h. New Park Brochure

The colorful flyer that highlights Montrose parks was presented for review. The document was reviewed and many changes were suggested. Commissioner McCluskey volunteered to revamp the flyer and made the changes to be presented at the November commission meeting. The motion to change the flyer was made by Commissioner Kolasa and seconded by Commissioner Otto. Motion carried 5-0.

i. Veteran's Park Garbage Can

Deputy Clerk Gerard presented some option of garbage can replacements for the damaged can in Veteran's park. A motion to table the discussion until the next meeting

when we have details of the Parks & Rec fund was made by Commissioner Kolasa and seconded by Commissioner Otto. Motion carried 5-0.

6. NEXT MEETING

The next regular meeting of the commission will be held November 10, 2022 at 6:30 at City Hall. A special meeting to judge the Halloween Decorating contest is set for October 27, 2022 at 6:30; meet at City Hall.

7. AJOURN

Commissioner Kolasa motioned to adjourn the meeting at 7:55 pm, Commissioner Otto seconded the motion. Motion carried 4-0-1.

City of Montrose Park & Recreation Commission

Special Meeting Minutes October 27, 2022

Pursuant to call and notice the Park & Recreation Commission held a special meeting to photograph Halloween decorations on October 27th, 2022 at 6:30 p.m. at Montrose City Hall (then travelling through town). Those present were Commission Members Duane Isle, Toby Nelson, and Eddie Kolasa. Commission members Michelle Otto, Kayla McCluskey, Council Liaison, Nicole Andreoff and Deputy Clerk Cristy Gerard were not present.

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Commission Chair Isle.

2. ROLL CALL

3. APPROVAL OF MEETING AGENDA

It was requested by Commissioner Nelson to add consideration of approval of the Parks & Recreation Commission by-laws to the agenda.

4. OLD BUSINESS

a. None

5. NEW BUSINESS

a. Halloween Decoration Judging

Commission members Isle, Nelson and Kolasa left City Hall and traveled around the city of Montrose photographing homes decorated for the Halloween Decorations.Contest.

In subsequent days before October 31st, Commissioner McCluskey took photos in the neighborhoods of Forest Creek, Whitetail Ridge and Rock Brook. Commissioner Otto also took additional photos in town.

All photographs taken by members will be submitted to Deputy Clerk Gerard and she will compile a collection for judging at the commission's next regular meeting.

b. Approval of Parks & Recreation Commission By-Laws

Commissioner Nelson made a motion to approve the Parks and Recreation Commission By-Laws as is with no changes. Commissioner Kolasa seconded the motion. Motion carried 3-0-2.

6. <u>NEXT MEETING</u>

The next regular meeting of the commission will be held November 10, 2022 at 6:30 at City Hall.

7. AJOURN

Commissioner Kolasa motioned to adjourn the meeting at 8:00 pm, Commissioner Nelson seconded the motion. Motion carried 3-0-2.



2040 Highway 12 East Willmar, MN 56201-5818

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

November 10, 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. 8 for the above referenced project. The estimate includes all work completed through October 31, 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.

June Junso

Project Engineer

Enclosures

Owner:		Montrose		Owne	r's Project No.:			
Engineer:		& Menk, Inc.		Engine	eer's Project No.	:	W13.120514	4
		e Undergrour		Other	Project No.:			PETER PETER STAFF
Project:	2021 D	owntown Im	orovement Proje	ect - Phase 1			particular security and a particular security and a	
Contract:	2021 D	owntown Im	provement Proje	ect - Phase 1				
Application I	No.:	8	Арр	lication Date:	11/1/2022			
Application I	Period:	From	10/1/2022	to	10/31/2022			
1. Orig	ginal Cor	ntract Price				\$		5,185,007.
2. Net	t change	by Change O	rders			\$		88,686.
			ine 1 + Line 2)			\$		5,273,694.
			nd materials stor	ed to date		7	MOZDESON BEVERNAN	3,273,034.
				column J Unit Pri	ce Total)	\$		4,869,012.
5. Ret	ainage							
a.	. 5%	X \$ 4,8	69,012.14 Wo	rk Completed		\$		243,450.
b.	•	X \$	- Sto	red Materials		\$ \$ \$ \$ \$		
			e 5.a + Line 5.b)			\$		243,450.
6. Am	ount elig	gible to date (Line 4 - Line 5.c			\$		4,625,561.
7. Les	s previo	us payments	Line 6 from pric	r application)		\$		4,145,395.
		e this applica				\$		480,166.
9. Bala	ance to f	inish, includi				-		The same of the sa
Contractor's The undersign (1) All previou account to dis	Certifica ned Contr is progres	ation actor certifies, s payments re	to the best of its ! ceived from Owne	knowledge, the fol	lowing: ork done under th	\$ e Corr erk co	itract have bee	404,681. en applied on Applications fo
Contractor's The undersign (1) All previou account to dis Payment; (2) Title to all Payment, will are covered by	Certificated Control of progression Control of Control	ation actor certifies, s payments re- contractor's legi- aterials and equity owner at time of acceptable to 6	to the best of its level from Owner timate obligations alipment incorporations from the arrowner indemnifyi	knowledge, the fol or on account of W is incurred in conne ated in said Work, and clear of all liens ang Owner against	ork done under th	e Con ork co l in or , and urity i	covered by the encumbrance interest, or enc	en applied on Applications fo his Application fo s (except such a cumbrances); a
Contractor's The undersign (1) All previou account to dis Payment; (2) Title to all ' Payment, will are covered b' (3) All the Wo Contractor: Signature:	Certificated Controls progress charge Co	ation actor certifies, s payments re- contractor's legi- aterials and equivoner at time of acceptable to 0 d by this Appli	to the best of its level from Owner timate obligations uipment incorporate payment free arowner indemnifyication for Payment and	knowledge, the fol or on account of W is incurred in conne ated in said Work, and clear of all liens ang Owner against	fork done under the ection with the Woor or otherwise listed, security interests any such liens, securith the Contract	e Con rk co l in or , and urity i Docu	vered by prior covered by the encumbrance interest, or encumbrance ments and is not a control of the control of	en applied on Applications for Application for sexcept such a cumbrances); and defective.
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Owner:	Estimate - Unit Price Work City of Montrose								Contractor's Ap		1101 Fayinent
ngineer:	Bolton & Menk, Inc.								Owner's Project No.		
ontractor									Engineer's Project N Contractor's Project		W13.120514
roject:	2021 Downtown Improvement Project - Phase 1								Contractor's Project	No.:	
ontract:	2021 Downtown Improvement Project - Phase 1										
pplication	No.: 8 Application Period:	From	10/01/22	to	10/31/22				Applica	tion Date:	11/01/22
Α	В	C	D	E	F	G	н	la de la companya de	Section 1 control of	K	T CONTRACTOR
		Blazza Languago	Contract	Information			Completed	Save Service			
Bid Item No,	Description	Item Quantity	Units	Unit Price (\$)	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) (\$)
				Original Contra					1	1/0/	(9)
1	MOBILIZATION	1.00	LUMP SUM	152,000.00	152,000.00	0.90	136,800,00		136,800.00	90%	15,200.00
2	CLEARING	71.00	TREE	200.00	14,200.00	45.00			9,000.00	63%	5,200.00
3 4	GRUBBING CLEARING (BLICH)	71.00	TREE	50.00	3,550.00	43.00	2,150.00		2,150.00	61%	
5	CLEARING (BUSH) 20' WIDE TEMPORARY GRAVEL ROAD WITH GEOTEXTILE		SQ YD	10.00	200,00	20.00	200,00		200,00	100%	
6	REMOVE CURB AND GUTTER	1.00	LUMP SUM	3,800.00	3,800.00	1.00	3,800,00		3,800.00	100%	
7	REMOVE BITUMINOUS PAVEMENT	2,654.00 25,459.00	LIN FT	4.00	10,616.00	2,860.00	11,440.00		11,440.00	108%	(824.00
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	25,459.00		2.00 4.00	50,918.00 8,100.00	25,871.66	51,743.32		51,743.32	102%	(825.32
9	REMOVE CONCRETE DRIVEWAY PAVEMENT	1,585.00		4.00	6,340.00	1,699.44	6,797.76 7,271.04		6,797.76	84%	1,302.24
10	REMOVE CONCRETE WALK	3,331.00		3.00	9,993.00	3,392.88			7,271.04 10,178.64	115% 102%	(931.04
11	REMOVE BOLLARD	14.00	EACH	150.00	2,100.00	3,392.88	2,100.00		2,100.00	102%	(185.64
12	REMOVE GUARD RAIL	73.00	LIN FT	10.00	730.00	73.00			730.00	100%	
13	SALVAGE SIGN	39.00		25.00	975.00	35.00			875.00	90%	100.00
14	SALVAGE MAILBOX	7.00	EACH	125.00	875,00	7.00			875.00	100%	100.00
15	SALVAGE FENCE			10.00	480.00	7.00	475.00		075,00	100%	480.00
16	SALVAGE PAVERS	65.00	SQ FT	35.00	2,275.00						2,275.00
17	SALVAGE LANDSCAPING	415.00	SQ FT	6.00	2,490.00					#10 E25	2,490.00
18	COMMON LABORERS	50.00	HOUR	75.00	3,750.00	18.50	1,387.50		1,387.50	37%	2,362.50
19	3.0 CU YD SHOVEL	50.00		180.00	9,000.00	5.50	990.00		990.00	11%	8,010.00
20	DOZER	50.00		125.00	6,250.00		1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1		•		6,250.00
21	12 CU YD TRUCK	50.00		125.00	6,250.00		() - () - () - () - ()	Charles and the		A STATE	6,250.00
22	3.0 CU YD FRONT END LOADER	50.00		150.00	7,500.00				-		7,500.00
23	SKID LOADER		HOUR	140.00	7,000.00	16.50	2,310.00	The second second	2,310.00	33%	4,690.00
24	1.5 CU YD BACKHOE		HOUR	160.00	8,000.00		1472			2010000	8,000.0
26	COMMON EXCAVATION (P) SUBGRADE EXCAVATION (EV)	24,675.00		15.00	370,125.00	24,675.00			370,125.00	100%	
27	RUBBLE EXCAVATION (EV)	1,970.00 885.00		15.00	29,550.00	4,336.76			65,051.40	220%	(35,501.4
28	HAUL & DISPOSE OF RUBBLE (LV)	1,155.00		8.00 7.00	7,080.00 8,085.00	123.50			988.00	14%	
29	EXCAVATION SPECIAL (EV)	885.00		8.00	7,080.00	1,963.82			864.50	11%	7,220.5
30	HAUL & DISPOSE OF CONTAMINATED MATERIAL (LV)	1,155.00		62.00	71,610.00	2,510.17			15,711.04 155,630.54	222%	(8,631.0
31	TRENCH COMPACTION SPECIAL	6.00		200.00	1,200.00	2,510.11	133,030.34		155,630,54	21/%	1,200.0
32	SELECT GRANULAR BORROW (CV)	13,470.00		19.00	255,930.00	17,600.11	334,402.09		334,402.09	131%	(78,472.0
33	GEOTEXTILE FABRIC TYPE V	29,125.00		2.62	76,307.50	29,587.0			77,518.04	102%	
34	AGGREGATE BASE (CV) CLASS 5	8,035.00		25.00	200,875.00	8,314.3			207,859.50	103%	
35	AGGREGATE SURFACING (CV) CLASS 2	101.00		30.00	3,030.00	43.00			1,290.00	43%	
36	TYPE SP 9.5 WEARING COURSE MIX (2,B)	2,250.00		68.00	153,000.00				9/15/00 History	G-2000	153,000.0
37	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	3,810.00	TON	66.00	251,460.00	3,649.93	240,894.72		240,894.72	96%	
38	BITUMINOUS DRIVEWAY PAVEMENT	1,095.00		17.00	18,615.00				Maria Cara da Maria		18,615.0
39	BITUMINOUS STREET PATCH		SQ YD	24.00	5,640.00					SALES SE	5,640.0
40	BITUMINOUS PATCH, COUNTY ROAD 12		SQ YD	24.00	12,720.00	265.00			6,360.00	50%	
41	S" CONCRETE WALK	37,950.00		5.75	218,212.50	28,919.0			166,284.25	76%	
42	6" CONCRETE WALK (PEDESTRIAN RAMPS)	3,070.00		9.00	27,630.00	1,368.7			12,318.75	45%	
43	CONCRETE CURB & GUTTER DESIGN B618	14,610.00		14.00	204,540.00	14,701.0			205,814.00		
44	7" CONCRETE DRIVEWAY PAVEMENT	2,620.00	I SQ YD	59.00	154,580.00	2,492.8	147,080.51		147,080.51	95%	7,499.4

Owner: Engineer:	City of Montrose								Owner's Project No.		
	Bolton & Menk, Inc.								Engineer's Project N		W13.120514
ontractor roject:	: Kuechle Underground 2021 Downtown Improvement Project - Phase 1								Contractor's Project	No.:	
ontract:	2021 Downtown Improvement Project - Phase 1										
pplication	No.: 8 Application Period:	From	10/01/22	to	10/31/22				Applica	tion Date:	11/01/22
Α	B B	C	D	E	F	G	н	1	J	K	L
		4.00	Contract	Information		WorkC	ompleted				
Bid Item				Unit Price	Value of Bid Item (C X E)	Estimated Quantity Incorporated in	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)
No.	Description	Item Quantity	Units	(\$)	(\$)	the Work	(\$)	(\$)	(\$)	(%)	(\$)
45	8" CONCRETE DRIVEWAY PAVEMENT	625.00		66.00	41,250.00	303.33	20,019.78		20,019.78	49%	21,230.22
46	TRUNCATED DOMES	400.00		50.00	20,000.00	316.00	15,800.00		15,800.00	79%	4,200.00
47	4" PVC EDGE DRAIN	13,960.00		8.00	111,680.00	14,187.00	113,496,00		113,496.00	102%	(1,816.00)
48	4" DRAIN CLEANOUT (ONE WAY)	13.00		117.00	1,521.00	17.00	1,989.00		1,989.00	131%	(468.00)
49	4" DRAIN CLEANOUT (TWO WAY)	13.00		250.00	3,250.00	10.00	2,500,00		2,500.00	77%	750.00
50	4" PRECAST CONCRETE HEADWALL		EACH	290.00	580.00	2.00	580.00		580.00	100%	200 (Carlos -)
51	SUMP PUMP DRAINLINE SERVICE		EACH	138.00	2,898.00	8.00	1,104.00		1,104.00	38%	1,794.00
52	TRAFFIC CONTROL		LUMP SUM	12,000.00	12,000.00	0.90	10,800.00		10,800.00	90%	1,200.00
53	REMOVE EXISTING PAVEMENT MARKING	126.00		3.00	378.00						378.00
54 55	PEDESTRIAN CROSS WALK MARKING	1,746.00		3.90	6,809.40		-		E STATE OF S		6,809.40
56	4" PAVEMENT MARKING STRIPING (MULTICOMPONENT) CONCRETE BOLLARD	280.00		1.00	280.00				40.00		280.00
57	FURNISH & INSTALL SIGN TYPE C		EACH	130.00	2,860.00	10.00	1,300.00		1,300.00	45%	1,560.00
58	FURNISH & INSTALL SIGN (THE C			380.00	7,220.00		-		-	2017/03/20	7,220.00
59	REINSTALL SIGN	15.00		400.00	6,000.00		-		-	50.000000	6,000.00
60	REINSTALL MAILBOX	7.00	EACH EACH	200.00	400.00 1,750.00		-		-		400,00
61	REINSTALL FENCE	48.00	LIN FT	20.00	960.00		-			MALE PARTY	1,750.00 960.00
62	REINSTALL PAVERS	65.00		50.00	3,250.00		-		T-100-100-100-100-100-1	CONTRACTOR OF	3,250,00
63	REINSTALL LANDSCAPING	415.00		6.00	2,490.00		-		-		2,490.00
64	SEDIMENT CONTROL LOG, TYPE WOOD CHIP	100.00		3.00	300.00	398.00	1,194.00		1,194.00	398%	(894.00
65	SEDIMENT CONTROL LOG, TYPE ROCK	100.00		10.00	1,000.00	398.00	1,194.00		1,194.00	398%	1,000.00
66	SILT FENCE, TYPE MS	4,655.00		1.50	6,982.50	60.00	90.00		90.00	1%	6.892.50
67	EROSION CONTROL BLANKET, CAT 3N	2,300.00		1.35	3,105.00	166.00	224.10		224.10	7%	2,880.90
68	STORM DRAIN INLET PROTECTION		EACH	250.00	20,500.00	82.00	20,500.00		20,500.00	100%	2,000.30
69	STABILIZED CONSTRUCTION EXIT	7.00		750.00	5,250.00	02.00	20,500.00		20,300.00	100%	5,250.00
70	SALVAGE, SCREEN, RESPREAD EXISTING TOPSOIL	1.00	LUMP SUM	97,000.00	97,000.00	0.50	48,500.00		48,500.00	50%	48,500.00
71	COMMON TOPSOIL BORROW (LV)	2,764.00		0.01	27.64	0.50	-10,300.00		40,500.00	30/6	27.64
72	TEMPORARY MULCH, HYDROMULCH	11,065.00		0.90	9,958.50					Part Control	9,958.50
73	TURF ESTABLISHMENT (SOD)	3,525.00		9.00	31,725.00			0.00		and the st	31,725.00
74	TURF ESTABLISHMENT (SEED)	2.28		7,000.00	15,960.00				Melania de la Santa	SUPERIOR .	15,960.00
75	REMOVE STORM SEWER PIPE (12" & LARGER)	3,088.00		9.00	27,792.00	3,123.00	28,107,00	05.00	28,107.00	101%	
76	REMOVE STORM MANHOLE OR CATCH BASIN	24.00		230.00	5,520.00	26.00	5,980.00		5,980.00	108%	
77	CONNECT TO EXISTING STORM STRUCTURE	5.00	EACH	1,600.00	8,000.00	8.00	12,800.00		12,800.00		
78	CONNECT TO EXISTING STORM PIPE	4.00	EACH	780.00	3,120.00	4.00	3,120.00		3,120.00		
79	8" PVC PIPE SEWER, SDR 26	20.00	LIN FT	38.00	760,00	200.00	7,600.00		7,600.00	1000%	(6,840.00
80	8" DIP PIPE SEWER	28.00	LIN FT	62.00	1,736.00	20.00	1,240.00		1,240.00	71%	
81	12" RC PIPE SEWER CLASS V	1,151.00	LIN FT	48.00	55,248.00	1,128.00	54,144.00		54,144.00	98%	1,104.0
82	15" RC PIPE SEWER CLASS V	1,459.00		53.00	77,327.00		83,952.00		83,952.00		(6,625.00
83	18" RC PIPE SEWER CLASS III	126.00	LIN FT	57.00	7,182.00	126.00	7,182.00		7,182.00	100%	
84	21" RC PIPE SEWER CLASS III		LIN FT	66.00	43,626.00		37,158.00		37,158.00	85%	6,468.0
85	24" RC PIPE SEWER CLASS III	349.00		73.00	25,477.00		45,406.00		45,406.00	178%	
86	27" RC PIPE SEWER CLASS III	679.00		89.00	60,431.00	679.00	60,431.00		60,431.00	100%	
87	30" RC PIPE SEWER CLASS III	69.00		101.00	6,969.00	69.00			6,969.00	100%	
88	12" RCP APRON	3.00	EACH	880.00	2,640.00	1.00	880.00		880.00	33%	1,760.0
89	15" RCP APRON	2.00	EACH	950.00	1,900.00	2.00	1,900.00		1,900.00	100%	

Owner:	City of Montrose								Contractor's Ap		
ingineer:	Bolton & Menk, Inc.								Owner's Project No. Engineer's Project N		W13.120514
ontractor:	Kuechle Underground								Contractor's Project		W15.120514
Project:	2021 Downtown Improvement Project - Phase 1								Contractor's Project	. NO	
Contract:	2021 Downtown Improvement Project - Phase 1					AND THE RESERVE					
Application	No.: 8 Application Period	From	10/01/22	to	10/31/22				Annlica	tion Date:	11/01/22
A	В	l c	D	E	E .	G	н	THE RESIDENCE OF THE PARTY OF T	a lacense participate	К	
720 Sept.		St. St. St. St. St. St.	THE RESERVE TO SERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLU	Information			ompleted			and the same	
Bid Item	Description	Item Quantity	Units	Unit Price (\$)	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) (\$)
90	24" RCP APRON	1.00	EACH	1,200.00	1,200.00	3.00	3,600.00	(7)	3,600.00	300%	(2,400.00
91	27" RCP APRON	1.00	EACH	1,300.00	1,300.00	1.00	1,300,00		1,300.00	100%	BLESS STORE
92	30" RCP APRON	1.00	EACH	1,500.00	1,500.00	1.00	1,500.00	Market Control	1,500.00	100%	
	TRASH GUARD FOR 15" PIPE APRON	2.00	EACH	480.00	960.00	2.00	960.00		960.00	100%	
94	TRASH GUARD FOR 24" PIPE APRON	1.00	EACH	1,100.00	1,100.00	3.00	3,300.00		3,300.00	300%	(2,200.00
95	TRASH GUARD FOR 27" PIPE APRON	1.00	EACH	1,200.00	1,200.00	1.00	1,200,00		1,200.00	100%	
96	TRASH GUARD FOR 30" PIPE APRON	1.00	EACH	1,300.00	1,300.00	1.00	1,300.00		1,300.00	100%	9
97	RIP RAP, CLASS III	90.00	CU YD	79.00	7,110.00	90.00	7,110.00	813×3/10-0	7,110.00	100%	TO SEE STORY
98	CONSTRUCT DRAINAGE STRUCTURE, DES SPECIAL-1	1.00	EACH	2,100.00	2,100.00		100 100 100 - 10	1800 100 100 100 100		120102	2,100.00
99	CONSTRUCT DRAINAGE STRUCTURE, DES H	75.70	LIN FT	460.00	34,822.00	67.37	30,990.20		30,990.20	89%	3,831.80
	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	20.20	LIN FT	680.00	13,736.00	28.25	19,216.80		19,216.80	140%	(5,480.80
101	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4022	78.20	LIN FT	620.00	48,484.00	83.10	51,522.00		51,522.00	106%	(3,038.00
102	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4020	27.40	LIN FT	700.00	19,180.00	20.45	14,322.00		14,322.00	75%	4,858.00
103	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4022	39.30	LIN FT	720.00	28,296.00	32.70	23,544.00		23,544.00	83%	4,752.00
104	CONSTRUCT DRAINAGE STRUCTURE, DES 84-4022 INTERIOR LINING OF CATCH BASIN RINGS	9.50	LIN FT	1,600.00	15,200,00		40.000.00		- 40 500 00	10000	15,200.00
105	CASTING ASSEMBLY (STORM)	50.00 57.00	EACH EACH	810.00 500.00	40,500.00	50.00 54.00	40,500.00		40,500.00 27,000.00	100% 95%	1,500.00
	ADJUST FRAME AND RING CASTING (STORM)	5,00	EACH	330.00	28,500.00 1,650.00	54.00	27,000.00		27,000.00	95%	1,650.00
108	TELEVISE EXISTING SANITARY SEWER	4,395.00		2.55	11,207.25	4,953.60	12,631.68		12,631.68	113%	
109	TELEVISE EXISTING SANITARY SEWER SERVICE FOR LOCATION & DEPTH	67.00	EACH	290.00	19,430.00	4,555.00	18,850.00		18,850.00	97%	580.00
110	ABANDON & SAND FILL SANITARY SEWER PIPE	2,155.00		7.81	16,830.55	2,310.00	18,041.10		18,041.10		(1,210.55
111	ABANDON & SAND FILL SANITARY SEWER MANHOLE	3.00	EACH	950.00	2.850.00	3.00	2.850.00		2.850.00		(2)22010
112	REMOVE SANITARY SEWER PIPE	2,195.00		2.50	5,487.50	2,195.00	5,487.50		5,487.50		es en bisal.
113	REMOVE SANITARY MANHOLE		EACH	200.00	3,600.00	18.00	3,600.00		3,600.00		
114	CONNECT TO EXISTING SANITARY SEWER MAIN	5.00	EACH	1,400.00	7,000.00	6.00	8,400.00		8,400.00	120%	(1,400.00
115	CONNECT TO EXISTING SANITARY SEWER MANHOLE	3.00	EACH	3,600.00	10,800.00	4.00	14,400.00		14,400.00	133%	(3,600.00
116	8"X6" PVC WYE, SDR 26	74.00	EACH	1,200.00	88,800.00	78.00	93,600.00		93,600.00	105%	(4,800.00
117	6" PVC SANITARY SERVICE PIPE, SDR 26	2,309.00		23.00	53,107.00	2,609.00	60,007.00		60,007.00	113%	(6,900.00
118	6" SANITARY CLEAN OUT	1.00		880.00	880.00						880.0
119	8" PVC PIPE SEWER, SDR 35	5,824.00		81.00	471,744.00	5,531.00			448,011.00		23,733.0
120	CONSTRUCT SANITARY SEWER MANHOLE, DES 4007C	339.70		310.00	105,307.00	359.70			111,507.00		(6,200.0
121	CONSTRUCT OUTSIDE DROP	10.10		1,200.00			11,040.00		11,040.00		
122	CASTING ASSEMBLY (SANITARY)	24.00		820.00	19,680.00	10.00	8,200.00		8,200.00		11,480.0
123	CASTING ASSEMBLY SPECIAL - CLEANOUT	1.00		250.00	250,00	2.00	500,00	ă .	500,00	200%	
124	ADJUST FRAME AND RING CASTING (SANITARY) REMOVE WATERMAIN	29.00		330.00	9,570,00 4,900.00	2,450.00	CONTRACTOR OF STREET		4,900,00	100%	9,570.0
126	REMOVE HYDRANT	13.00		50.00	650.00	14.60			700.00		
127	TEMPORARY WATER SERVICE	1.00		45,000.00		1.00			45,000.00		
128	CONNECT TO EXISTING WATERMAIN	14.00		1,800.00					27,000.00		
129	HYDRANT (8.5' BURY)	16.00		5,400.00					91,800.00		(5,400.0
130	6" GATE VALVE AND BOX	21.00		2,100.00					48,300.00		
131	8" GATE VALVE AND BOX	23.00		2,600.00					59,800.00		
132	10" GATE VALVE AND BOX	8.00		3,600.00					25,200.00		
133	CASTING ASSEMBLY SPECIAL - CURB STOP	4.00		220.00		2.00			440.00		
134	1" CORPORATION STOP & SADDLE	67.00		630.00		69.00			43,470,00		

gineer: ontractor: oject: ontract:	City of Montrose Bolton & Menk, Inc. Kuechle Underground 2021 Downtown Improvement Project - Phase 1 2021 Downtown Improvement Project - Phase 1								Owner's Project No. Engineer's Project N Contractor's Project	0.:	W13.120514
plication	No.: 8 Application Peri	od: From	10/01/22	to	10/31/22				Applica	tion Date:	11/01/22
Α	В	C	D	E	F	G	H	1	J	К	L ·
old Item	Description	Item Quantity	Contract	Unit Price	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 Finis (F - J) (\$)
135	1" CURB STOP & BOX	67.00	EACH	760.00	50,920.00	69.00	52,440,00		52,440.00	103%	(1,520.0
136	2" CORPORATION STOP & SADDLE	3.00	EACH	960.00	2,880.00	1.00	960,00		960.00	33%	1,920.0
137	2" CURB STOP & BOX	3.00	EACH	1,100.00	3,300.00	1.00	1,100,00	free leading to the state of	1,100.00	33%	2,200.0
	1" PE WATER SERVICE PIPE	2,090.00	LIN FT	16.00	33,440.00	2,692.00	43,072,00		43,072.00	129%	(9,632.0
139	2" PE WATER SERVICE PIPE	100.00		21.00	2,100.00	28.00			588.00	28%	1,512.0
140	4" POLYSTYRENE INSULATION	100.00		34.00	3,400.00	17.55			596.70	18%	2,803.
141	6" C900 PVC WATERMAIN	494.00	LIN FT	49.00	24,206.00	583.00			28,567.00	118%	(4,361.0
142	8" C900 PVC WATERMAIN	4,838.00		60.00	290,280.00	4,791.00			287,460.00	99%	2,820.
143	10" C900 PVC WATERMAIN	1,805.00		73.00	131,765.00	1,371.00			100,083.00	76%	31,682
144	WATERMAIN FITTINGS ADJUST VALVE BOX	4,100.00		13.00	53,300.00	3,946.00			51,298.00	96%	2,002.
146		33.00	EACH	300.00	9,900.00		-		4.1	50,500,600	9,900.
140	LANDSCAPING ALLOWANCE	1.00		15,000.00	15,000.00					Branch St	15,000.
			Origin	nal Contract Totals	\$ 5,185,007.34		\$ 4,809,071.46	\$ -	\$ 4,809,071.46	93%	\$ 375,935.
CO - 1	CHANGE ORDER 1	1.00	LUMP SUM	Change Orde 55,399.00		1.00		-	\$ 4,809,071.46	93%	\$ 375,935
	CHANGE ORDER 1 CHANGE ORDER 2	1.00	LUMP SUM	Change Orde	S	1.00		-			
CO - 2			LUMP SUM	Change Orde 55,399.00	s 55,399.00	110.00	55,399,00	5 -			25,810
CO - 2 CO - 3.1 CO - 3.2	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V	1.00	LUMP SUM LUMP SUM CU YD	Change Orde 55,399.00 25,810.00	55,399.00 25,810.00		55,399.00 - 1,650.00	5 -	55,399.00	100%	25,810 (120
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3	CHANGE ORDER 2 COMMON EXCAVATION (P) GOTEXTILE FABRICTYPE V AGGREGATE BASE (CV) CLASS 5	1.00 102.00 246.00 82.00	LUMP SUM LUMP SUM CU YD SQ YD CU YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00	55,399.00 25,810.00 1,530.00 644.52 2,050.00	110.00	55,399.00 - 1,650.00 691.68 2,200.00		55,399.00 - 1,650.00	100%	25,810 (120 (47 (150
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8)	1.00 102.00 246.00 82.00 40.00	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00	55,399,00 25,810,00 1,530,00 644,52 2,050,00 2,720,00	110.00 264.00	55,399.00 - 1,650.00 691.68		55,399.00 - 1,650.00 691.68	100% 108% 107%	25,810 (120 (47 (150 2,720
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75	55,399,00 25,810,00 1,530,00 644,52 2,050,00 2,720,00 (4,352,75)	110.00 264.00	55,399.00 		55,399.00 - 1,650.00 691.68 2,200.00 -	100% 108% 107%	25,810 (120 (47 (150 2,720 (4,352
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	55,399.00 25,810.00 1,530.00 644.52 2,050.00 2,720.00 (4,352.75) 4,543.00	110.00 264.00	55,399.00 - 1,650.00 691.68 2,200.00 - -		55,399.00 - 1,650.00 691.68 2,200.00	100% 108% 107%	25,810 (120 (47 (150 2,720 (4,352 4,543
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75	55,399.00 25,810.00 1,530.00 644.52 2,050.00 2,720.00 (4,352.75) 4,543.00 343.00	110.00 264.00	55,399.00 - 1,650.00 691.68 2,200.00 - - -		55,399.00 - 1,650.00 691.68 2,200.00 - -	100% 108% 107%	25,810 (120 (47 (150 2,720 (4,352 4,543
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	55,399.00 25,810.00 1,530.00 644.52 2,050.00 2,720.00 (4,352.75) 4,543.00	110.00 264.00	55,399.00 - 1,650.00 591.68 2,200.00 - - -		55,399.00 - 1,650.00 691.68 2,200.00 - -	100% 108% 107%	25,810 (120 (47 (150 2,720 (4,352 4,543
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	5 55,399.00 25,810.00 1,530.00 644.52 2,050.00 2,720.00 (4,352.75) 4,543.00 343.00	110.00 264.00	55,399.00 		55,399.00 - 1,650.00 691.68 2,200.00 	100% 108% 107%	25,810 (120 (47 (150 2,720 (4,352 4,543
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	5 55,399.00 25,810.00 1,530.00 1,530.00 644.52 2,050.00 2,720.00 (4,352.75 4,543.00 343.00	110.00 264.00	55,399,00 - 1,550,00 691,68 2,200,00 - - - -		55,399,00 - 1,650,00 691,68 2,200,00 - - -	100% 108% 107%	25,810 (120 (47 (150 2,720 (4,352 4,543 343
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	5 55,399.00 25,810.00 1,530.00 644.52 2,050.00 (4,352.75) 4,543.00 343.00	110.00 264.00	55,399,00 - 1,650,00 691,68 2,200,00 		55,399.00 - 1,650.00 691.68 - 2,200,00 	100% 108% 107%	25,810 (120 (47 (150 2,720 (4,352 4,543 343
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	3 55,399.00 25,810.00 1,530.00 644.52 2,050.00 6,2720.00 6,4352.75) 643.00 643.	110.00 264.00	55,399.00 - 1,559.00 691.68 2,209.00 		55,399.00 - 1.650.00 691.68 2,200.00 	100% 108% 107%	25,810 (120 (47 (150 2,720 (4,352 4,543
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	5 55,399.00 25,810.00 1,530.00 644.52 2,050.00 (4,352.75) 4,543.00 343.00	110.00 264.00	55,399,00 - 1,650,00 691,68 2,200,00 		55,399.00 - 1,650.00 691.68 - 2,200,00 	100% 108% 107%	25,810 (120 (47 (150 2,720 (4,352 4,543 343
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	5 55,399.00 25,810.00 25,810.00 64452 2,050.00 (4,352.75) 4,543.00 343.00	110.00 264.00	55,399,00 - 1,650,00 691,68 2,200,00 		55,399.00 - 1,650.00 691.68 2,200.00 	100% 108% 107%	25,810 (120 (47 (150 2,720 (4,352 4,543 343
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	3 55,399.00 25,810.00 1,530.00 1,530.00 2,720.00 2,720.00 (4,352.75) 4,543.00 343.00	110.00 264.00	55,399.00 1,550.00 691.68 2,200.00 - - - - - - -		55,399.00 - 1,650.00 691.68 2,200.00 	100% 108% 107%	25,810 (120 (47 (150 2,720 (4,352 4,543 343
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	3 55,399.00 25,810.00 1,530.00 644.52 2,050.00 2,720.00 4,543.00 343.00 343.00	110.00 264.00	55,399.00		55,399.00 - 1,650.00 691.68 2,200.00	100% 108% 107% 107%	25,810 (120 (47 (150 2,720 (4,352 4,543
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	3 55,399.00 25,810.00 1,530.00 644.52 2,050.00 2,720.00 (4,352.75) 4,543.00 343.00	110.00 264.00	55,399.00 1,559.00 691.68 2,200.00		55,399.00 - 1,650.00 691.68 2,200.00 	100% 108% 107% 107%	25,8101 (120 (47 (150 2,720 (4,352 4,543 343
CO - 2 CO - 3.1 CO - 3.2 CO - 3.3 CO - 3.4 CO - 3.5 CO - 3.6	CHANGE ORDER 2 COMMON EXCAVATION (P) GEOTEXTILE FABRIC TYPE V AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE MIX (2,8) 5" CONCRETE WALK 7" CONCRETE ORIVEWAY PAVEMENT	1.00 102.00 246.00 82.00 40.00 (757.00)	LUMP SUM LUMP SUM CU YD SQ YD CU YD TON SQ FT SQ YD	Change Orde 55,399.00 25,810.00 15.00 2.62 25.00 68.00 5.75 59.00	3 55,399.00 25,810.00 1,530.00 1,530.00 1,530.00 1,530.00 1,530.00 1,720.00 1,720.00 1,720.00 1,720.00 1,720.00 1,720.00 1,720.00 1,720.00 1,730.00	110.00 264.00	55,399.00		55,399.00 - 1,650.00 691.68 2,200.00 	100% 108% 107% 107%	25,810 (120 (47,1) (150) (2,720) (4,352,4,543) (4,352,4,543)



2040 Highway 12 East Willmar, MN 56201-5818

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

November 10, 2022

Jessica Bonniwell, City Administrator City of Montrose 251 2nd Street South Montrose, MN 55363

RE:

2021 Downtown Improvement Project

Montrose, Minnesota Project No.: W13.120514

Dear Jessica:

Please find enclosed Pay Application No. 6 for the above referenced project. The Pay Application is for work that was completed through October 31, 2022.

I have reviewed the Pay Application and recommend payment be made in the amount shown. If you agree, please sign all copies of the Pay Estimate and return one copy to the Contractor with payment 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

r roject Enginee

Enclosure

Contractor's A	pplication	n for Paymen	t			
Owner:	A STATE OF THE PARTY OF THE PAR	Montrose		(Owner's Project	No.:
Engineer:	Bolton 8	& Menk, Inc.		•		No.: W13.120514
Contractor:	Northda	ale Constructi	on Company, Inc.		gency's Project	
Project:	2021 Do	owntown Imp	rovement Project Pl	nase 2	, , , , , ,	
Contract:	2021 D	owntown Imp	rovement Project Pl	nase 2		
Application I	No.:	6	Applicat	ion Date:	11/9/2022	
Application I	Period:	From	9/1/2022	: to	10/31/2022	
1. Orig	ginal Con	tract Price		-	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$ 2,588,459.79
		by Change Or	ders			\$ 4,440.60
			ne 1 + Line 2)			\$ 2,592,900.39
			d materials stored to	n date ·		- Qualitation transfer and Company (Company)
			Sum Total and Colun		ce Total)	\$,2,217,667.82
	ainage					7,000
а	. 5%	X \$ 2,2	17,667.82 Work Co	mpleted		\$ 110,883.39
b		X \$	Stored N	/laterials		\$ 8 8 5 7 10 10 10 10 10 10 10 10 10 10 10 10 10
С	. Total Re	etainage (Line	5.a + Line 5.b)			\$10,883.39
6. Am	ount elig	ible to date (Line 4 - Line 5.c)			\$ 2,106,784.43
		s payments				\$ 2,006,191.78
		this applicat				:\$::::::::::::::::::::::::::::::::::::
9. Bal	ance to f	inish, includir	ng retainage (Line 3 -	Line 4)		\$ 375,232.57
Contractor's						
The undersign	ned Contra	actor certifies,	to the best of its know	vledge, the fo	ollowing:	
(1) All previou	is progres	s payments re	ceived from Owner on	account of \	Nork done under	the Contract have been applied on
account to dis	scharge Co	ontractor's leg	itimate obligations inc	urred in conr	nection with the V	Vork covered by prior Applications for
Payment;	Made som					
Payment will	work, ma	iteriais and eq	uipment incorporated	in said Work	, or otherwise list	ed in or covered by this Application for ts, and encumbrances (except such as
are covered b	v a bond	accentable to	Di payment nee and ci Dwner indemnifying O	ear or air ileii	t any such liens	ecurity interest, or encumbrances);
and	,		o wiler machining the	wilet agains	carry sacri fictis, so	curry interest, or effectivities at the same
(3) All the Wo	ork covere	d by this Appli	cation for Payment is	in accordance	e with the Contra	ct Documents and is not defective.
Contractor:	Northd	ale Construct	ion Company, Inc.			
			(1	***************************************		ACCOUNT TO THE PARTY OF THE PAR
Signature:	SI	oils.	Desch.		. Dat	e: 11-9-2022
Name:	Sh	1.	ah		Titl	A) (1
reasile.	70/13	cija e	080		1171	e: Controller
Recommend	ded by Er	ngineer		Approved	by Owner	
	1		and the same of th			
By:	4/1	1	•	Ву:		
Name: Ja	red Voge	e, P.E.		Name:		
	ty Engine		The state of the s	Title:		
-	1/10/202	Marine Company of the		ten		
Date: 1	1/10/202		MAAAA AA A	Date:		

Progress	Estimate - Unit Price Work							Contractor's Ap	plication for P	ayment	
Owner:	City of Montrose							Owner's Project No.:			
Engineer:	Bolton & Menk, Inc.							Engineer's Project No.:	W13.1205	14	
Contractor:								Agency's Project No.:			
Project:	2021 Downtown Improvement Project Phase 2							riganey or rejudention			2 10 10 10 10 10 10 10 10 10 10 10 10 10
Contract:	2021 Downtown Improvement Project Phase 2										
Application	No.: 6 Application Period:	From	09/01/22	to	10/31/22			Application Date:	11/09/2	2	
Α	В	С	D	E	F	G	н	1	J	К	L
		100000000000000000000000000000000000000	Contrac	Information		Work C	ompleted		Work		
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (5)	Materials Currently Stored (not in G) (\$)	Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
1	MOBILIZATION	1.00	LUMP SUM	32,152.50	inal Contract	0.05	27,329.63		27,329.63	85%	4,822.87
2	CLEARING		TREE	735.00	32,152.50	0.85			22,050.00	333%	(15,435.00)
3	GRUBBING		TREE		6,615.00		3,937.50		3,937.50	333%	(2,756.25)
4	REMOVE CURB AND GUTTER	1,060.00		131.25 5.00	1,181.25	30.00 1.112.00	5,560.00		5,560.00	105%	(260.00)
5	1.5" MILL BITUMINOUS PAVEMENT	12,870.00		1.05	5,300.00 13,513.50	1,112.00	5,360.00		5,560.00	105%	13,513.50
6	REMOVE BITUMINOUS PAVEMENT	13,625.00		2.47	33,653.75	13,625.00	33,653.75		33,653.75	100%	15,515,50
7	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		SQ YD	7.50	787.50	151.67	1.137.53		1,137.53	144%	(350.03)
- 8	REMOVE CONCRETE DRIVEWAY PAVEMENT		SQYD	10.00	3,950.00	545.00	5,450.00		5,450.00	138%	(1,500.00)
9	REMOVE CONCRETE WALK	1,503.00		10.00	15,030.00	1,577.00	15,770.00		15,770.00	105%	(740.00)
10	REMOVE BOLLARD		EACH	136.95	547.80	1,577.00	15,770,00		13,770.00	103/8	547.80
11	REMOVE GUARD RAIL	28.00		25.00	700.00						700.00
12	REMOVE FENCE		LIN FT	5.38	484.20	90.00	484.20		484.20	100%	700.00
13	SALVAGE SIGN		EACH	42.00	756.00	18.00			756.00	100%	
14	SALVAGE MAILBOX		EACH	78.75	2,283.75		2,283.75		2,283.75	100%	
15	SALVAGE FENCE		LIN FT	8.69		8.00			69.52	3%	2,354.99
16	COMMON LABORERS		HOUR	105.00			2,100.00		2,100.00	100%	2,334.33
17	3.0 CU YD SHOVEL		HOUR	483.87	4,838.70				4,838.70	100%	
18	DOZER		HOUR	310.47	3,104.70				3,104.70	100%	Province Control of the Control of t
19	12 CU YD TRUCK		HOUR	136.95					1,369.50	100%	
20	3.0 CU YD FRONT END LOADER		HOUR	311.67					3,116.70	100%	
21	SKID LOADER		HOUR	188.07	1,880.70				1,880.70	100%	
22	1.5 CU YD BACKHOE		HOUR	365.22					3,652.20	100%	New York Control of the Control of t
23	STREET SWEEPING		HOUR	136.50					7,644.00	224%	(4,231.50)
24	COMMON EXCAVATION (P)	13,670.00		14.00		13,670.00			191,380.00	100%	(1),202150)
25	SUBGRADE EXCAVATION (EV)	1,065.00		14.00					3,164.00	21%	11,746.00
26	SELECT GRANULAR BORROW (CV)	6,355.00		21.98					139,309.24	100%	373.66
27	GEOTEXTILE FABRIC TYPE V	15,850.00		1.46					23,159.50	100%	(18.50
28	AGGREGATE BASE (CV) CLASS 5	4,370.00		34.73					150,346.17	99%	1,423.93
29	AGGREGATE SURFACING (CV) CLASS 2		CUYD	43.04					1,248.16		
30	TYPE SP 9.5 WEARING COURSE MIX (2,B)	2,500.00		83.48					2,2,0,20	2007	208,700.00
31	TYPE SP 12.5 NON WEAR COURSE MIX (2,8)	2,390.00		75.08			172,417.47		172,417.47	96%	
32	BITUMINOUS PATCH, MILL & OVERLAY AREA		SQYD	42.00					-	30%	2,100.00
33	5" CONCRETE WALK	17,702.00		6.45			80,536.12		80,536.12	71%	
34	6" CONCRETE WALK (PEDESTRIAN RAMPS)		SQFT	15.78					8,363.40	-	5,570.34
35	TRUNCATED DOMES		SQFT	63.0					4,788.00		3,276.00
36	CONCRETE CURB & GUTTER DESIGN B618		LIN FT	14.70					105,590.10		
37	CONCRETE CURB & GUTTER DESIGN B418		D LIN FT	17.8					16,529.10		339.15
38	7" CONCRETE DRIVEWAY PAVEMENT		0 SQ YD	98.1					52,589.75		
39	BITUMINOUS DRIVEWAY PAVEMENT		O SQ YD	53.0					8,111.65		
40	4" PVC EDGE DRAIN		LINFT	14.0					101,641.68		
41	4" DRAIN CLEANOUT (ONE WAY)		EACH	249.8					1,249.15		

Progress	Estimate - Unit Price Work							Contractor's Ap	plication for P	ayment	
Owner:	City of Montrose							Owner's Project No.:			
ngineer:	Bolton & Menk, Inc.							Engineer's Project No.:	W13.1205	514	
Contractor:	Northdale Construction Company, Inc.							Agency's Project No.:		NAME OF TAXABLE PARTY.	
Project:	2021 Downtown Improvement Project Phase 2										
Contract:	2021 Downtown Improvement Project Phase 2										
Application	No.: 6 Application Period:	From	09/01/22	to	10/31/22			Application Date:	11/09/2	.2	
Α	В	C	D	E	F	G	н		the said of	K	L
			Contrac	t Information	nach de la company	Work C	ompleted		Work	(2000 to 3)	0.000 200 000
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	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) (\$)	Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
	4" DRAIN CLEANOUT (TWO WAY)	9.00	EACH	387.91	3,491.19	9.00	3,491.19		3,491.19	100%	
	4" CONCRETE HEADWALL	1.00	EACH	572.26	572.26	is a second of the				1812	572.26
	CASTING ASSEMBLY SPECIAL - EDGE DRAIN CLEAN OUT		EACH	360.16	1,080.48	3.00	1,080.48		1,080.48	100%	-
	SUMP PUMP DRAINLINE SERVICE	10.00	EACH	379.77	3,797.70	12.00	4,557.24		4,557.24	120%	(759.54
	TRAFFIC CONTROL		LUMP SUM	4,725.00	4,725.00	0.85	4,016.25		4,016.25	85%	708.75
	4" DOUBLE YELLOW PAVEMENT MARKING STRIPING	5,870.00		0.65	3,815.50	-	100 min			2000年	3,815.50
	PEDESTRIAN CROSS WALK MARKING	540.00		5.04	2,721.60						2,721.60
	CONCRETE BOLLARD		EACH	365.22	1,095.66	100 m			-		1,095.66
	FURNISH & INSTALL SIGN TYPE C		EACH	525.00	4,725.00	12.00	6,300.00		6,300.00	133%	(1,575.00
	FURNISH & INSTALL SIGN (STREET NAME)		EACH	525.00	4,200.00	-	36.0				4,200.00
	REINSTALL SIGN		EACH	367.50	1,837.50	4.00	1,470.00		1,470.00	80%	367.50
	REINSTALL MAILBOX		EACH	131.25	3,806.25	29.00	3,806.25		3,806.25	100%	
	REINSTALL FENCE		LIN FT	21.92	5,260.80						5,260.80
	REINSTALL PAVERS		SQ FT	42.00	840.00	-	-				840,00
	4' CHAIN LINK FENCE		LIN FT	40.50	3,645.00	90.00	3,645.00		3,645.00	100%	PARTIES THE
	SEDIMENT CONTROL LOG, TYPE WOOD CHIP		LIN FT	3.15	315.00	-					315.00
	SEDIMENT CONTROL LOG, ROCK		LIN FT	9.45	945.00	4.00	37.80		37.80	4%	
	SILT FENCE, TYPE MS	4,003.00		1.76	7,045.28				7,406.08		
	EROSION CONTROL BLANKET, CAT 20	2,070.00		1.47	3,042.90		147.00	distriction of the second	147.00		
	STORM DRAIN INLET PROTECTION		EACH	319.54	8,308.04		8,308.04		8,308.04		
	STABILIZED CONSTRUCTION EXIT		EACH	2,741.51	2,741.51	1.00	2,741.51		2,741.51		
	SALVAGE, SCREEN, RESPREAD EXISTING TOPSOIL		LUMP SUM	18,103.45	18,103.45	1.00	18,103.45		18,103.45		
	COMMON TOPSOIL BORROW (LV)	1,260.00		41.38	52,138.80	800.00	33,104.00		33,104.00	63%	
	TEMPORARY MULCH, HYDROMULCH	5,010.00		0.89	4,458.90	-			11.0		4,458.9
	TURF ESTABLISHMENT (SOD)	1,843.00		8.93	16,457.99	-				1885	16,457.99
	TURF ESTABLISHMENT (SEED)	1.03		5,512.50	5,677.88				10,473.75		
	REMOVE STORM SEWER PIPE (12" & LARGER)		LIN FT	18.26	7,431.82				7,596.16		
	REMOVE STORM MANHOLE OR CATCH BASIN		EACH	913.04	1,826.08				1,826.08		
	CONNECT TO EXISTING STORM PIPE	3.00		1,186.44	3,559.32		3,559,32		3,559.32		
71	CONNECT TO EXISTING STORM STRUCTURE 8" PVC PIPE SEWER, SDR 26		EACH	1,553.25	3,106.50				6,213.00		
73	12" RC PIPE SEWER, SDR 26		LIN FT	60.88	1,765.52				7,427.36		
	15" RC PIPE SEWER CLASS V		LIN FT	74.20					23,595.60		
	18" RC PIPE SEWER CLASS V		LIN FT	72.73	26,182.80 41,713.26				26,182.80		
	21" RC PIPE SEWER CLASS III		LIN FT	91.18	22,795.00				41,713.26		
	15" RCP APRON		EACH						23,524.44		
	TRASH GUARD FOR 15" RCP APRON		EACH	1,164.04 798.08	2,328.08 1,596.16				2,328.08		
79	RIP RAP, CLASS III		CU YD	228.26					1,596.16		
80	CONSTRUCT DRAINAGE STRUCTURE, DES SPECIAL-1		EACH	2,178.42	2,178.42				5,090.20 2,178.42		
81	CONSTRUCT DRAINAGE STRUCTURE, DES SPECIAL-1		LIN FT	613.33					26,005.19		
82	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020		LIN FT	535.36					3,105.09		
83	CONSTRUCT DRAINAGE STRUCTURE DES 48-4022		LINET	524.13					22 747 24		

Owner:	City of Montrose							Owner's Project No.:			
ngineer:	Bolton & Menk, Inc.							Engineer's Project No.:	W13.1205	14	
Contractor:	Northdale Construction Company, Inc.							Agency's Project No.:	***15.12.0	114	
roject:	2021 Downtown Improvement Project Phase 2							Agency 31 Toject No.			
Contract:	2021 Downtown Improvement Project Phase 2										
Application	No.: 6 Application Period	From	09/01/22	to	10/31/22			Application Date:	11/09/2	2	
Α	В	С	D	E	F	G	н	1	J	К	L
			Contract	Information		Work C	ompleted	Commence of Commence	Work	No.	Walter State
Bid Item				Unit Price	Value of Bid Item (C X E)	Estimated Quantity Incorporated in	Value of Work Completed to Date (E XG)	Materials Currently Stored (not in G)	Completed and Materials Stored to Date (H + I)	% of Value of Item (J / F)	Balance to Finish (F - J)
No.	Description	Item Quantity	Units	(\$)	(\$)	the Work	(\$)	(\$)	(\$)	(%)	(\$)
	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4020	18.60		788.11	14,658.85	18.60	14,658.85		14,658.85	100%	-
	CONSTRUCT DRAINAGE STRUCTURE, DES 72-4020	11.00	LIN FT	967.29	10,640.19	11.00	10,640.19		10,640.19	100%	-
	INTERIOR LINING OF CATCH BASIN RINGS		EACH	787.50	27,562.50	-					27,562.50
	CASTING ASSEMBLY (STORM)		EACH	1,209.02	30,225.50	25.00	30,225,50		30,225.50	100%	
88	ADJUST FRAME AND RING CASTING (STORM)		EACH	443.26	2,216.30	2.00	886.52		886.52	40%	1,329.7
90	SALVAGE & REINSTALL CASTING		EACH	684.93	6,164.37	-					6,164.3
91	REMOVE SANITARY MANHOLE		EACH	913.04	4,565.20		4,565.20		4,565.20		ACRES OF SEC.
	CONNECT TO EXISTING SANITARY SEWER MAIN 8"X6" PVC WYE, SDR 26		EACH	1,302.38	2,604.76	2.00	2,604.76		2,604.76		
			EACH	710.02	6,390.18	8.00	5,680.16		5,680.16	89%	710.03
	6" PVC SANITARY SERVICE PIPE, SDR 26 8" PVC PIPE SEWER, SDR 35	270.00		51.98	14,034.60	189.00	9,824.22		9,824.22	70%	4,210.3
	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 4007C	1,301.00		56.03	72,895.03	1,301.00	72,895.03		72,895.03	100%	-
	CASTING ASSEMBLY (SANITARY)		LIN FT	461.19	31,822.11	69.00	31,822.11		31,822,11	100%	
97	ADJUST FRAME AND RING CASTING (SANITARY)	9.00	EACH	773.50 671.52	5,414.50	7.00	5,414.50		5,414.50	100%	
98	ABANDON AND SAND FILL WATERMAIN	155.00		6.39	6,043.68 990.45	-			-	BERCHARDS	6,043.6
99	REMOVE HYDRANT	4.00		273.94	1,095.76	- 100	4 00 5 70		-		990.4
100	4" POLYSTYRENE INSULATION		SQ YD	58.78	1,095.76	4.00 67.56	1,095.76 3,971.18		1,095.76 3,971.18		(2,795.58
101	TEMPORARY WATER SERVICE	1.00		18,260.87	18,260.87	1.00			18,260.87	100%	(2,/95.58
102	CONNECT TO EXISTING WATERMAIN		EACH	1,438.81	10,071.67	7.00			10,071.67		
103	HYDRANT (8.5' BURY)	7.00		5,894.31	41,260.17	7.00			41,260.17		
104	6" GATE VALVE AND BOX	7.00		2,068.72	14,481.04	7.00			14,481.04		
105	8" GATE VALVE AND BOX		EACH	2,819.25	33,831.00	12.00			33,831.00		
106	CASTING ASSEMBLY SPECIAL	2.00		360.16		3.00			1,080,48		(360.16
107	1" CORPORATION STOP	9.00		349.33	3,143.97	8.00	2,794.64		2,794.64		
108	1" CURB STOP & BOX	9.00		699.61	6,296,49	8.00			5,596,88		
109	1" PE WATER SERVICE PIPE	205.00		42.91	8,796.55				6,994.33		
110	6" C900 PVC WATERMAIN	170.00		56.04	9,526.80				9,526.80		
111	8" C900 PVC WATERMAIN	2,060.00	LIN FT	54.91	113,114.60				113,114.60		
112	12" C900 PVC RAW WATERMAIN	2,605.00		83.04	216,319.20				215,654,88		
113	WATERMAIN FITTINGS	1,640.00		13.59	22,287.60				24.122.25		
114	REPLACE VALVE BOX	4.00		817.72					817.72		
115	ADJUST VALVE BOX	14.00	EACH	228.26							3,195.6
116	LANDSCAPING ALLOWANCE		ALLOWANCE	7,500.00			and the second			1000000	7,500.0
		-		nal Contract Totals			\$ 2,211,879.62	\$ -	\$ 2,211,879,62	85%	

wner:	City of Montrose							Owner's Project No.:			
ngineer:	Bolton & Menk, Inc.							Engineer's Project No.:		14	
ontractor:	Northdale Construction Company, Inc.							Agency's Project No.:			
roject:	2021 Downtown Improvement Project Phase 2		102.000								
ontract:	2021 Downtown Improvement Project Phase 2										
pplication N	lo.: 6 Application I	Period: From	09/01/22	to	10/31/22			Application Date:	11/09/2	2	
A	В	C	D	E	F	G	Н	1	J	K	L
			Contrac	t Information		Work C	ompleted		Work		
Bid Item	Description	Item Quantity	Units	Unit Price (\$)	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) (\$)	Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
1101	Description	I item quantity	Onts		inge Orders	the work	1 (7)	(9)	1 (5)	(70)	(9)
CO - 1.1 4	CHAIN LINK FENCE	(90.00)	LIN FT	40.50	(3,645.00)	(90.00)	(3,645.00)		(3,645.00)	100%	
	CEDAR PRIVACY FENCE		LIN FT	89.84	8,085.60	105.00	9,433.20		9,433.20		(1,347.60
					-	205,00			48.34.24.2	26 12 15 12	a constant
											Sold Sales Sales
				The second						200	
										TERMINE!	
					-	921/2019			-		
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					1-				-	RINGS.	
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					-						
					Activities to the				-		
					market seek e				-		
			Laste Sandre						-		
							27.50				
					100500 Sept					11.05.220	
			C	hange Order Totals	\$ 4,440.60	1	\$ 5,788.20	\$ -	\$ 5,788.20	130%	\$ (1,347.6
TO SECURE				Original Contr	act and Change Ord	ove	CONTRACTOR OF THE PERSON OF TH			CONTRACTOR OF THE PARTY OF THE	NEW PROPERTY OF THE PERSON NAMED IN COLUMN 1
					\$ 2,592,900.39		\$ 2,217,667.82	è	\$ 2,217,667.82	86%	\$ 375,232.5



2040 Highway 12 East Willmar, MN 56201-5818

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

MEMORANDUM

Date:

November 10, 2022

To:

Honorable Mayor Moynagh and Members of the City Council

City of Montrose, Minnesota

From:

Jared Voge, P.E.
City Engineer

Subject:

Wellhead Protection Plan

City of Montrose

Project No.: W13.112631

The City of Montrose is required to complete a Wellhead Protection Plan by the Minnesota Department of Health (MDH). The fundamental goal of the plan is to prevent contaminants from entering public wells. There are two parts to the Wellhead Protection Plan. Part 1 consists of determining where water supplying the wells is coming from, the rate of flow within the aquifer, and establishing a Drinking Water Supply Management Area (DWSMA) boundary. Part 1 has been completed and approved by the MDH.

The City must now complete Part 2 of the plan. A few of the major components of Part 2 include:

- Completing an inventory of all potential contaminant sources
- Assessing the potential contaminant sources
- Identifying issues, problems, and opportunities
- Developing wellhead protection goals
- Developing objectives and a plan of action

A Wellhead Protection manager and team will be formed to be actively involved during the plan development and throughout implementation of the plan after the plan is adopted.

The draft plan will be reviewed by local and state agencies, a public hearing will be held, and lastly the City Council will need to consider adoption of the plan. As required by the MDH, the plan must be complete and adopted by February 25, 2024. A kickoff meeting will be held with City staff within the next few weeks and the majority of the work will be completed in the first half of 2023.

If you have any questions, please call.



2040 Highway 12 East Willmar, MN 56201-5818

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

MEMORANDUM

Date:

November 2, 2022

To:

Honorable Mayor Moynagh and Members of the City Council

City of Montrose, Minnesota

From:

Jared Voge, P.E.

City Engineer

Subject:

Pheasant Hills Backyard Drainage

City of Montrose

Project No.: W13.120188

The City Council requested that quotes be obtained for backyard drainage improvements within the Pheasant Hills Development. Staff requested quotes from three contractors. Two quotes were received for the improvements. The low quote total for grading and draintile is in the amount of \$13,417.50 and was submitted by Stones Edge Landscaping Inc., of Montrose. The two quotes have been enclosed for council consideration.

If you have any questions, please call.

QUOTE SCHEDULE

PHEASANT HILLS BACK YARD DRAINAGE CITY OF MONTROSE, MN BMI PROJECT NO. W13.120188

ONLY ONE QUOTE SCHEDULE from each QUOTER shall be considered for the project. When more than one QUOTE SCHEDULE from an individual QUOTER is received only the last submittal meeting the quoting requirements shall be considered and all other copies shall be left unopened.

QUOTER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices: NOTE: QUOTES shall include sales tax and all applicable taxes and fees. QUOTER must fill in unit prices in numerals, make extension for each item, and total.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

NO.		ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT	
ADING	IMPROVEMENTS			40.001.	ONI	PRIĆE	AMOUNT
1	MOBILIZATION			1	LUMP SUM	A Tue un	#300.0
2	CLEARING.			1	TREE	\$ 100.0°	\$240.00
3	GRUBBING			1	TREE	\$ 100 w	\$ 2000
4	GRUBBING			.4	BUSH	\$50,00	#200,00
5	REMOVE EDGING & VEG	ETATION		170	SQ YD	دى قات الم	A loon
6	GRADE DRAINAGE SWAL	Ę		1,	LUMP SUM	* 900.120	\$ 900,00
7	TURF RESTORATION	Seed w/ straw blaket	380	-200	SQ YD	425	\$ 1615.0
B	Topsoil MI	phonee	.	15	cu ya	\$675,00	\$6751
	•		GRAD	ing improvi	EMENTS QUOTE:		; <u> </u>
ONA	DRAINTILE INSTALLATIO	n (in addition to grading improvements)					
	. DRAINTILE INSTALLATION	n (in addition to grading improvements)		1	EUMP SUM	\$ 200 0	47000
1		N (IN ADDITION TO GRADING IMPROVEMENTS)		1 430	LUMP SUM LIN FT	\$ 200 D	\$ 700 w
1 2 3	MOBILIZATION				-	\$ 10.75°	_#H407.9a
1 2 3	MOBILIZATION 5-INCH DRAINTILE YARD INLET			430	LINFT	\$10.75 845.4	#4407.50 \$255.00
1 2	MOBILIZATION 5-INCH DRAINTILE YARD INLET	政, '`` TORM SEWER STRUCTURE		430 3	LIN FT EACH	\$ 10.75 \$45.14 \$ 200.00	#4407.50 #255.00 #3380.60
1 2 3 4	MOBILIZATION 5-INCH DRAINTILE YARD INLET CONNECT TO EXISTING S	政, '`` TORM SEWER STRUCTURE		430 3 1	LIN FT EACH EACH	\$10.75 845.4	\$ 300 cm \$14407.50 \$255.00 \$1875.00 \$1875.00

TOTAL AMOUNT QUOTED (GRADING + DRAINTILE):

QUOTE SCHEDULE

PHEASANT HILLS BACK YARD DRAINAGE CITY OF MONTROSE, MN BMI PROJECT NO. W13.120188

ONLY ONE QUOTE SCHEDULE from each QUOTER shall be considered for the project. When more than one QUOTE SCHEDULE from an individual QUOTER is received only the last submittal meeting the quoting requirements shall be considered and all other copies shall be left unopened.

QUOTER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices: NOTE: QUOTES shall include sales tax and all applicable taxes and fees.

QUOTER must fill in unit prices in numerals, make extension for each item, and total.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

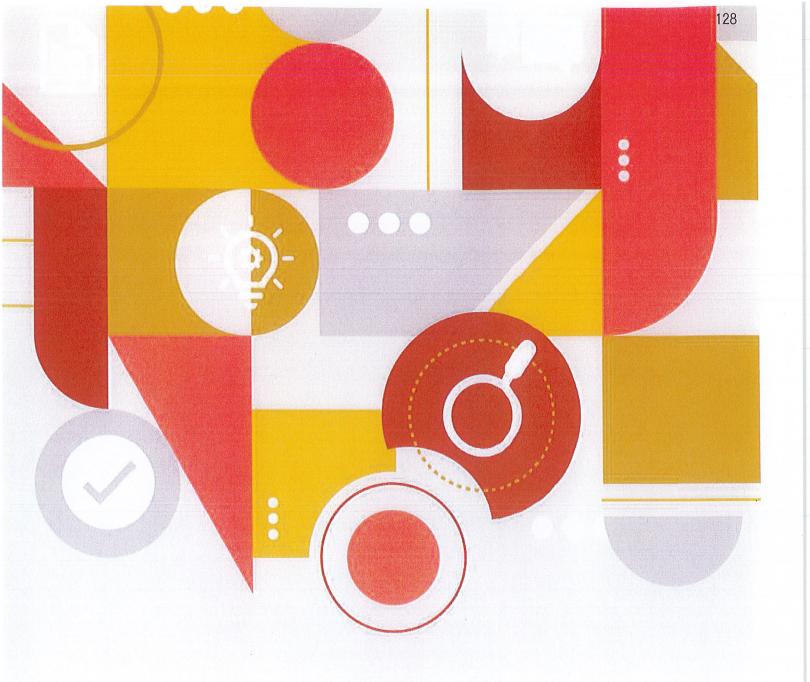
(P)=Planned Quantity Basis of Measurement

ITEM			APPROX.		UNIT	
NO.	ITEM	NOTES	QUANT.	UNIT	PRICE	AMOUNT
GRADING	IMPROVEMENTS					
1	MOBILIZATION		1	LUMP SUM	\$16,473.49	\$16,473.49
2	CLEARING		1	TREE	\$1,575.00	\$1,575.00
3	GRUBBING		1	TREE	\$157.50	\$157.50
4	GRUBBING		4	BUSH	\$157.50	\$630.00
5	REMOVE EDGING & VEGETATION		170	SQ YD	\$20.00	\$3,400.00
6	GRADE DRAINAGE SWALE		1	LUMP SUM	\$12,000.00	\$12,000.00
7	TURF RESTORATION		200	SQ YD	\$15.25	\$3,050.00
OPTION/	AL DRAINTILE INSTALLATION (IN ADDITION TO GRADING IMPROVEMENT.	S)				
1	MOBILIZATION	3)	1	LUMP SUM	\$0.01	\$0.01
2	: 5-INCH DRAINTILE		430	LIN FT	\$41.13	\$17,685.90
3	YARD INLET		3	EACH	\$311.25	\$933.75
4	CONNECT TO EXISTING STORM SEWER STRUCTURE		1	EACH	\$10,950.00	\$10,950.00
5	REMOVE & REPLACE CONCRETE SIDEWALK		75	SQ FT	\$40.00	\$3,000.00
6	TURF RESTORATION		280	SQ YD	\$15.25	\$4,270.00
		Đ	ORAINTILE INST	ALLATION QUOT	i:	\$ 36,839.66

TOTAL AMOUNT QUOTED (GRADING + DRAINTILE):

**Price includes tax

\$ 74,125.65



SERVICE PROPOSAL FOR

City of Montrose

311 Buffalo Ave. S, Montrose, Minnesota 55353

October 06, 2022

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ



Proposed by

Victoria Holthaus, CPA

Partner | Abdo

victoria.holthaus@abdofs.com

P 952.715.3069



abdosolutions.com

Jessica Bonniwell, City Administration City of Montrose 311 Buffalo Ave. S, Montrose, Minnesota 55353 October 06, 2022

Dear Jessica,

Thank you for the opportunity to submit this proposal to the City of Montrose, Minnesota (the city) for consulting services. Based on our past experience with cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through Abdo Financial Solutions (Abdo FS) would provide the City with excellent financial services.

We believe our solution will result in the City receiving high-level information, continual improvement of processes and allow the City to keep overall costs stable. Our proposal is based on the needs of the City as laid out in the request for proposal and the experiences we have had working with other cities. This proposal outlines the scope of services we believe will address the needs of the City.

The term of this contract shall be from November 1, 2022 through February 28, 2023.

An Abdo FS representative will be in the City offices as necessary to perform responsibilities as noted on the Scope of Services page. Services will also be performed remotely as necessary.

Investment by the City for services is indicated on the value page. This quote is valid for thirty (30) days.

The Firm is not independent of the City as defined by auditing standards generally accepted in the United States of America.

Abdo FS understands the City has retained an independent registered municipal advisor (IRMA) to advise in the evaluation of information and recommendations relating to the issuance of municipal securities and/or municipal financial products. The engaged IRMA is the recognized municipal advisor (MA) for the City.

Abdo FS would like to thank the City for the opportunity to propose on these services. We look forward to exceeding your expectations and continuing our long-term, mutually beneficial relationship.

Sincerely,

Abdo Financial Solutions

UtonaHouhas

Victoria Holthaus, CPA

Partner | Abdo

Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we firmly believe we would be a great partner for City of Montrose. We have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in Appendix C.



VICTORIA HOLTHAUS, CPA

Partner victoria.holthaus@abdofs.com P 952.715.3069



ERIN ENSTAD, CPA

Senior Manager erin.enstad@abdofs.com P 507.304.6809



JULIE MCMACKINS

Senior Manager julie.mcmackins@abdofs.com P 952.715.3062



Utility Rate Study Approach

PROJECT APPROACH

The following information outlines the approach we will take for the project.

INITIAL ASSESSMENT

The first step to this project is to review and analyze data provided by the City. After this review, Abdo FS will meet with the city team to discuss overall anticipated project expectations, outcomes and timelines.

UTILITY RATE REVIEW

The objective of our engagement is to prepare a projection in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA) based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the projection.

Our engagement cannot be relied upon to identify or disclose any misstatements in the projection, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.



UTILITY RATE STUDY PROCESS

- · Gather input from city management
- Evaluate Water and Sewer operational and infrastructure expenditures both current and projected
- · Determine the impact of future bond issues on users of system
- Develop projection of future operational and infrastructure costs
- Provide projection based on existing rate structure based on existing debt and future projects
- · Review and discuss outcomes with city management and City Council

CITY EXPECTATIONS

As part of the utility rate review, the City agrees to:

- · Devote uninterrupted time to working with us as needed
- Make candid representations about your plans and expectations
- Make all management decisions and perform all management functions
- Provide information on future capital improvements
- · Provide an individual responsible to review and accept our work

UNANTICIPATED SERVICES

While the fixed price entitles the City to unlimited consultation with us, if your question or issue requires additional research and analysis beyond the consultation, the work will be subject to an additional price, payment terms, and scope to be agreed upon before the service is performed and a change order will be issued to document this understanding.

Furthermore, the parties agree that if an unanticipated need arises (training to different groups, researching a new issue, etc.) we hereby agree to perform this additional work at a mutually agreed upon price. This service will be priced separately to the City, using a change order.

PRICE GUARANTEE

If you ever receive an invoice without first authorizing the service, payment terms, and price, you are not obligated to pay for that service.

FINANCIAL INVESTMENT

Utility Rate Study	\$13,500	
Total	\$13,500	
Payment Schedule:		
Contract Execution	\$6,750	
Project Completion	\$6,750	

This quote is valid for thirty (30) days.

This fixed fee agreement entitles the City to a single rate recommendation based on a set of assumptions. At the request of the City, Abdo Financial Solutions may run alternative rate scenarios. Each additional scenario will be provided at a cost of \$2.500.

Abdo FS will begin preparing the utility rate study for the City within six weeks of execution of the agreement. Completion of the utility rate study is expected to be within sixty (60) days from inception of the project however; this is dependent on the time frame in which the City provides information to Abdo FS for the study.

The stated fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

QUALITY ASSURANCE

Quality is critical the success and integrity of this project. Our internal processes ensure that all work is reviewed and approved prior to moving to the next phase of a project. Our processes require that work is reviewed by a staff member at a higher level than the person that completed it and ultimately the work is signed off on by the Abdo FS President.

CONCLUSION

Throughout this process we will be in constant communication with the city team to ensure their needs are being met. By utilizing our operational experience as well as our knowledge of governmental accounting, our 50 plus years of experience providing services to Minnesota municipalities and our knowledge of regulations in the State of Minnesota we will provide the City information and recommendations for financial processes. We are excited about this opportunity and the benefits the City will recognize as this utility rate study is finalized.



We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our financial accounting services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote financial services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your city may use, our team will continue to work through normal procedures, including regular meetings with you during the services to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We also continually provide security awareness training to our staff members to ensure they are good digital stewards of your data.

IT ALSO MEANS:



All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.



All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.



All data is backed up continually which means we always have an extra copy for safe-keeping.



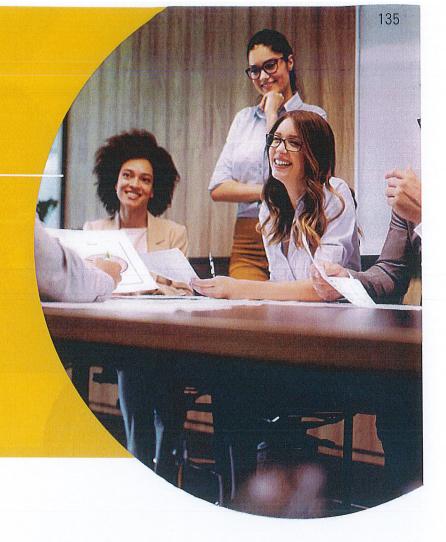
All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.

What Our -Clients Say

CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their city thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their financial management services. Additional references are available upon request.



CITY OF CRYSTAL

Anne Norris
City Manager
P 763.531.1140

CITY OF DUNDAS

Jenelle Teppen
City Administrator
P 507.645.2852

CITY OF BLOOMING PRAIRIE

Andrew Langholz
City Administrator
P 507.583.7573

Interim Agreement Establishing a Regional Safety Group

WHEREAS, the Parties have a duty to create a safe workplace for their employees, officials and volunteers; and

WHEREAS, the Parties desire to create a safety group that is innovative and different from a traditional safety and health committee pursuant to Minnesota Rule 5208.0070; and

WHEREAS, the League of Minnesota Cities Insurance Trust (LMCIT) has developed the Regional Safety Group Initiative to facilitate safety training for cities/entities; and

WHEREAS, the governing bodies of the Parties believe it is in the best interests of the Parties to cooperatively promote safety and health in the workplace by participating in the Regional Safety Group Initiative; and

WHEREAS, the Parties intend for this Agreement to apply on an interim or temporary until terminated as set forth below; and

WHEREAS, Minnesota Statutes, Section 471.59, authorizes the Parties by agreement of their governing bodies to jointly or cooperatively exercise any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the undersigned Parties agree as follows:

- 1. <u>Purpose</u>. The purpose of this Agreement is to promote workplace safety and health through the sharing of ideas and knowledge among the Parties and by holding regular joint safety and health training, educational programs, and meetings.
- 2. Name. The Parties hereby establish a safety group to be known as the ______ Regional Safety Group (the "RSG").
- 3. Term. This Agreement shall remain in effect until terminated by LMCIT or there are no member cities/entities remaining in the RSG. LMCIT reserves the right to terminate this agreement upon 30 days' written notice to each member city/entity in the RSG.3. Membership.
 - A. <u>LMCIT Members</u>. All member cities/entities of the RSG are members in LMCIT's workers' compensation program.
 - B. <u>Initial Members</u>. The initial member cities/entities of the RSG shall be the undersigned Parties executing this Agreement upon the approval of their governing bodies.
 - C. <u>New Members</u>. A new member city/entity, that is a member of LMCIT's workers' compensation program, may be added to the RSG upon approval of a

majority of the current members, as evidenced by a vote of the group members. Each member city/entity of the RSG shall be entitled to one vote. Following the approval by the RSG, membership in the RSG is effective upon approval and execution of this Agreement, by a prospective member's governing body and its authorized representatives.

- D. Termination of Membership. Any member city/entity may terminate its membership in the RSG upon written notification indicating its intent to withdraw not less than 90 days prior to the end of a current year. Terms will be on an annual calendar basis. Termination takes effect at the end of a current calendar year. A copy of the written termination notice must be sent to the safety coordinator of each member city/entity and to Ashley Edwardson, LMCIT Loss Control Program Coordinator, or other staff person as designated by LMCIT. Any terminated member shall remain responsible for its share of any costs incurred prior to the effective date of termination. A member city/entity shall also be terminated from the RSG if it is no longer a member of LMCIT's workers' compensation program.
- 4. Officers and Bylaws: The RSG may adopt bylaws or other rules governing the group that are not inconsistent with this Agreement. The RSG and its officers are not authorized to do any of the following: (a) to receive and expend funds; (b) to enter contracts; (c) to hire employees; (4) to purchase or otherwise acquire and hold real or personal property; or (5) to bring a lawsuit in the name of the RSG.
- 5. <u>LMCIT Sponsored Training/Meetings</u>. LMCIT offers the RSG safety training/meetings.
 - A. <u>Number of Training/Meeting Sessions</u>. The RSG is entitled to twelve (12) training sessions per calendar year with a maximum of 1 per month and a minimum of 1 every-other month. Each training session will be at a site to be determined by the RSG. The date of each training session shall coordinate with the designated training representative.
 - B. <u>LMCIT Cost</u>. LMCIT will pay one-half of the cost of each training session up to the maximum of twelve (12) sessions per calendar year. LMCIT will not reimburse members for travel, meals, or other charges.
 - C. <u>Member Cost</u>. The remaining cost of each training session shall be paid in equal proportions by each RSG member to LMCIT.* Each member city/entity agrees to pay its share of training costs after receiving an invoice from LMCIT. No member shall be responsible for the unpaid costs of another member. Each

^{*} The members may choose some other method to share their remaining cost of the training, e.g., based on Full Time Employee count. If an alternative method is chosen, LMCIT will invoice a designated member for the cost. The RSG will need to develop an alternate method to collect and remit the members' costs to LMCIT.

- member is responsible for its cost even if it does not have a representative attend the training session.
- D. <u>Program Changes</u>. RSG members acknowledge that LMCIT may, at any time, change its obligations to RSG members. Any changes made in the RSG program will be communicated to RSG members within thirty (30) days of the change.

6. Education and Training.

- A. Online Education and Training. LMCIT has established an interactive web-based training program in cooperation with NeoGov. RSG members and their employees, officers, and volunteers are entitled to free access to this online training.
- B. <u>Safety Data Sheet Management service</u>. LMCIT has established an interactive web-based service in cooperation with SDS Access, powered by Damarco Solutions, LLC. RSG members and their employees are entitled to free access to this program to manage their cities safety data sheets.
- C. Other Education and Training. An RSG may hold other training and educational sessions or meetings as determined by the group at the members' expense. Approval from LMCIT is not needed for training or meetings for which no LMCIT subsidy is requested.
- D. <u>Value Added Time</u>. Each member city will utilize the safety trainer on an alternating basis with each of the members within the RSG. The member will work directly with or instruct the trainer on city-specific needs or records that require reviewing. The subject of this time will be determined by the city in coordination with the trainer.
- 7. <u>Safety Committee Meetings</u>. As a part of any training session, the members may discuss any matters that would typically be discussed in a "joint labor-management safety and health committee" meeting under Minnesota Statutes, Section 182.676 and take any action authorized under Minnesota Rules, Chapter 5208. LMCIT requires each RSG to hold a joint Safety Committee Meeting every-other-month at a minimum.

8. General Provisions.

- A. <u>Modification</u>. No provision of this Agreement may be modified, altered, or rescinded except by a vote of the governing body of a majority of all members. Approved modifications take effect thirty (30) days after the date of approval by the last member approving the modification.
- B. <u>Effective Date</u>. This Agreement shall be effective after approval by the governing body of the last initial member to approve this Agreement and execution by that member's authorized representatives.

- C. <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- D. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- E. <u>Savings Clause</u>. If any court finds any provision of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

City/Entity of	, Minnesota					
The City/Entity Council of						
Agreement on the day of	, 20					
By:	· .					
Its Mayor / Chair /						
And:						
Its Clerk / Secretary /						