AGENDA
CITY COUNCIL MEETING
October 11, 2016

Recite Pledge of Allegiance

7:00 **I. CALL TO ORDER AND ROLL CALL**

II. CITIZEN COMMENTS

III. ADOPT AGENDA

IV. CONSENT AGENDA

** All items listed with asterisks (**) are considered routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member, City staff or citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

V. **APPROVAL OF MINUTES

A. City Council Work Session Minutes of September 12, 2016
B. City Council Meeting Minutes of September 13, 2016

VI. PRESENTATIONS/PUBLIC HEARINGS RECOGNITIONS/PROCLAMATIONS

A. Hearing on Order to Abate Nuisance and Hazardous Building

VII. ENGINEERING

A. Update on 1st Street Reconstruction Project
   1. Resolution 2016-25: Resolution Adopting Assessment for the 2016 First Street Improvement Project
B. Update on Fire Facility Project
   1. Pay Request #2 – Mohs Contracting
   2. Change Order #3
   3. Construction Materials Testing Services Quote
C. Update on Trondheim Road Drainage Issues
D. Removal of a Portion of the Former Railroad Trestle - John Lee, Fire Chief

VIII. LEGAL

A. Update on Property Abatement at 411 Bullis St.
   1. Resolution 2016-27: Resolution Ordering the Abatement of Conditions Creating a Hazardous Property Existing at 411 Bullis St. Kenyon MN
   2. Resolution 2016-28: Resolution Setting Forth the Findings of Fact and Decision of the City Council with Respect to the Nuisance Conditions on the Property Located at 411 Bullis St. in the City of Kenyon
B. Lot Combination for ISD #2172

IX. FINANCIAL

**A. September 2016 Treasurer's Report

**B. Payment of Claims

X. OLD BUSINESS

A. Review City Audit Services Quotes

B. SEMMCHRA Small Cities Development Program – Karen DuCharme

XI. NEW BUSINESS

A. Resolution 2016-24: Resolution Adopting General Election Judges

B. Update on Purchase of Swelland Property – EDA

C. Replace Spiral Screen in Control Room of WWTP

D. Steve Baalson Retirement

1. Appointment of Interim Public Works Superintendent
2. Authorize Hiring of Replacement Public Works Worker

E. Change Date of November Council Meeting

F. Resolution 2016-26: Approving a Cooperative Snow Removal Agreement with the MN Department of Transportation

G. Firemen's Relief Assn. Liquor and Dance Permit

XII. OTHER BUSINESS

A. Schedule of Upcoming Meetings

1. City Council Meeting: November Meeting TBD
2. Township Fire Contract Meeting: Tuesday, December 6th @ 6 p.m.
3. 2017 Budget & Levy Public Meeting: Tuesday, December 6th @ 6:30 p.m.

XIII. COUNCIL AND STAFF GENERAL COMMENTS

8:00 **XIV. ADJOURNMENT**

M E M O R A N D U M

TO: Honorable Mayor and City Council
FROM: Mark Vahlsing, City Administrator
RE: Meeting of October 11, 2016

Attached please find the agenda and related materials for Tuesday's meeting.

I. CALL TO ORDER AND ROLL CALL

II. CITIZEN COMMENTS

III. ADOPT AGENDA

MOTION NEEDED

IV. CONSENT AGENDA

The Consent Agenda contains the following items for approval:
City Council Work Session Minutes of September 12, 2016
Regular City Council Meeting Minutes of September 13, 2016
September 2016 Treasurer's Report
Payment of Claims

MOTION NEEDED

V. APPROVAL OF MINUTES

Consent Agenda Item

VI. PRESENTATIONS/PUBLIC HEARINGS

Hearing on Order to Abate Nuisance and Hazardous Building

VII. ENGINEERING *(Joe Rhein will be in attendance at this meeting.)*

Update on 1st Street Reconstruction Project
See memo included in the packet.

Resolution 2016-25: Resolution Adopting Assessment for the 2016 1st Street Improvement Project
The final assessment list is included in the packet. See the memo from the City Engineer for more information. Most of the assessment came under the engineers estimate.
MOTION NEEDED

Update on Fire Facility Project
Pay request #2 – Mohs Contracting
See attached pay request form in the Council packet in the amount of $339,414.55
MOTION NEEDED

Change Order 3 –Mohs Contracting
Due to the continued amount of heavy rain over the last 2-3 months after field soil testing was completed it was found that an additional 6-12 inches of fill will be needed under the parking lot. A change order will be needed. Unfortunately unless the issue is addressed the project would not be able to continue. More specific information from the City Engineer is discussed in the update on the Fire Hall project included in the meeting packet.

Construction Materials Testing Services Quote
The City has received two quotes for construction site soils testing during construction. Though this work is coordinated by the City Engineer, the soils testing firm contracts directly with the City. The contract requires Council approval. I would recommend going with Chosen Valley testing based on their pricing and experience.
MOTION NEEDED

Update on Trondheim Road Drainage Issues
The drainage study on Bergen Circle has been completed by Bolton and Menk. In general terms it shows normal drainage from the cul-de-sac to the east. The City Engineer will review the report further at the Council meeting.

Removal of a Portion of the Former Railroad Trestle - John Lee, Fire Chief
Fire Chief Lee will address the Council about removal of a portion of the former Railroad Trestle material on the northeast corner of the Fire Facility Project site. Kenyon Ag Service would be willing to remove the fill in that area. They would spread the fill on a portion of their property. This area is outside of the project area. Pictures of this area are included on the meeting packet.
MOTION MAY BE NEEDED

VIII. LEGAL *(Scott Riggs will be in attendance at the meeting)*

Update on Property Abatement at 411 Bullis St.
The report shows severe issues with all major systems and the structure. The report concludes that the structure should be removed due to the extremely poor condition. The City attorney will discuss the report and the next steps in the process further.

Resolution 2016-27: Resolution Ordering the Abatement of Conditions Creating a Hazardous Property Existing at 411 Bullis St. Kenyon MN
MOTION NEEDED

Resolution 2016-28: Resolution Setting Forth the Findings of Fact and Decision of the City Council with Respect to the Nuisance Conditions on the Property Located at 411 Bullis St. in the City of Kenyon
MOTION NEEDED

Lot Combination Request for ISD #2172
The KW School district is requesting that two parcels be combined. As shown on the GIS aerial phot in the meeting packet the school building currently sits on two parcels.
MOTION NEEDED

IX. FINANCIAL

September 2016 Treasurer's Report – Consent Agenda Item
Payment of Claims – Consent Agenda Item

X. OLD BUSINESS

Review City Audit Services Quotes
The City received four quotes for audit services. The quotes were for three years. A summary of the quotes is included in the packet. The lowest quote was received from Schlenner Wenner of St. Cloud. The second lowest quote came from Clifton, Larson, Allen. All the firms have municipal auditing experience. Copies of the quotes will be available at the meeting.
MOTION NEEDED

SEMMCHRA Small Cities Development Program – Karen DuCharme

Ms. DuCharme will review the status of the Small Cities program application. The City is applying for funding for commercial, single family and multi-family housing rehabilitation. A summary of the application is included in the packet. The program will be structured so that 60% of financing will be in the form of a deferred loan. If the business or property owner retains ownership for 5 years, the loan is forgiven. The remainder of the financing would be in the form of low interest loans for 5 and 10 years. Also included in the packet is a copy of the program survey.

XI. NEW BUSINESS

Resolution 2016-24: Resolution Adopting General Election Judges

MOTION NEEDED

Update on Purchase of Swelland Property - EDA

The EDA has a purchase agreement on a 29 acre parcel on the east side of the City off of County Road 12. A map of the site location is included in the packet. The proposed purchase price of the property is $236,000. The purchase would be funded through EDA reserves, Capital funds and possibly a loan from KMU. The EDA is also working with Community Economic Development Associates (CEDA). They will provide assistance with reviewing possible funding sources to assist with development of the property. They will also be developing a marketing program for the property.

Replace Spiral Screen in Control Room of WWTP

The spiral screen is located in the wet well of the lab control room is not functioning properly. This is the first large screen that removes most of the largest items that come into in the plant. It has been repaired several times in the last few years, but it is at a point now where it should be replaced. Steve Baalson has told me that he would prefer to replace the filter with same type and manufacturer as the existing unit. The replacement unit would be the same size and be easier to install. The cost would be $31,000. A copy of the quote for the replacement screen unit is included in the packet.

MOTION NEEDED

Steve Baalson Retirement

Steve's retirement letter is included in the meeting packet. His retirement would be effective January 20, 2107. The retirement should be formally accepted by the Council.

MOTION NEEDED

Appointment of Interim Public Works Superintendent

The personnel committee previously recommended that Wayne Erich be formally appointed as interim Public Works Superintendent. The starting hourly wage would be $26.31. The effective recommended starting date would be October 17, 2016.

MOTION NEEDED

Authorize Hiring of Replacement Public Works Worker

The personnel committee met on October 7th and recommended that the City begin to advertise for a replacement Public Works worker. The starting 2016 hourly wage range would be $17.92 to $18.89.

MOTION NEEDED

Change Date of November Council Meeting

Due to the Election, the Council meeting cannot be held on the normal meeting date on November 8. Since the City Council and Mayor election results must be approved (canvassed) by the Council, the meeting should be rescheduled to the following week. (Tuesday, November 15, 2016.)

MOTION NEEDED

Resolution 2016-26: Approving a Cooperative Snow Removal Agreement with the MN Department of Transportation

The City Charged $150 an hour for snow removal services on Highway 60 in the downtown area in 2015-16. The attached resolution must be approved by the Council setting rates to charge the State for the upcoming winter.

MOTION NEEDED

Firemen's Relief Assn. Liquor and Dance Permit

The 2016 Firemen's Dance will be held on Saturday November 26 beginning at 5:00 pm. A dance and temporary liquor license must be approved by the City Council for this event.

MOTION NEEDED

XII. OTHER BUSINESS

SCHEDULE OF UPCOMING MEETINGS

Please see your agenda

XIII. COUNCIL AND STAFF GENERAL COMMENTS

XIV. ADJOURNMENT

Please contact me, if you have any questions.

Pursuant to due call and notice thereof, a City Council Work Session meeting was duly held in the City Council Chambers at 5:00 p.m. on the 12th day of September, 2016. The following members were present: Mayor Mike Engel, Council Members Fred Barsness, Richard Nielsen, Dan Henke, and John Mortenson. Also present: City Administrator Vahlsing, and Bookkeeper Sue Dodds

Mayor Engel stated that the purpose of this meeting was to review the draft 2017 budget.

Review Proposed 2017 Budget

City Administrator Vahlsing reviewed the first draft of the proposed 2017 budget. He discussed each department's proposed budget and capital needs. A Council work session will be held in October to review the budget with Department Heads.

He also stated that the 2017 maximum proposed levy was required to be adopted by the end of September, 2017. After the maximum levy is adopted, it cannot be raised, but it can be lowered. The final levy and budget have to be adopted by the end of the year.

Administrator Vahlsing stated that approximately $11,000 in levy funding was shown in the proposed budget for the new Fire Facility debt. This amount was supposed to go toward the Fire Truck lease instead of the building debt service fund. He also discussed some upcoming 2017 maintenance and possible utility repair projects. Utility work will be needed in the near future on Forest Street between 6th and 7th Streets. He also stated that chip sealing and crack filling should be considered in some areas south of the downtown. He stated that overall the budget was healthy. He also reviewed 5% and 7% levy increase options and their effect on the proposed 2017 budget.

Councilmen Nielsen asked why a 7% increase in the levy would be needed. Administrator Vahlsing stated that the 5% and 7% increases were shown for discussion. A smaller increase could be considered. Councilmen Barsness stated that 7% maximum levy increase should be approved by the Council. There are projects and maintenance that need to addressed. Mayor Engel also felt that the 7% levy maximum increase would be justified. It could always be reduced before the end the year.

Motion by Mortenson, second by Nielsen to adjourn the Work Session at 6:05 p.m. Motion Carried 5-0-0.

Mark R. Vahlsing, City Administrator

Michael Engel, Mayor

Pursuant to due call and notice thereof, a City Council Meeting was duly held in the City Council chambers at 7:00 p.m. on the 13th day of September, 2016. The following members were present: Mayor Mike Engel, Council Members, Fred Barsness, Richard Nielsen, Doug Henke and John Mortensen. Also present: Administrator Mark Vahlsing, Engineer Joe Rhein, Attorney Scott Riggs, Police Chief Lee Sjolander, Fire Chief John Lee and Administrative Assistant Pam Blow.

CITIZEN COMMENTS

Wayne Medcraft asked that the Council make a request of MN DOT to re-stripe crosswalks in the downtown area. Mr. Medcraft also gave a short update on the Friends of the Depot committee he is trying to establish. He also mentioned repairs that are needed to the Depot building, and trying to raise the money to do those repairs.

ADOPT AGENDA

Add: / XI / New Business / D / Approve Hiring of Adam Severson at the Municipal Liquor Store. Motion by Nielsen second by Mortensen to approve the agenda as amended. Motion carried 5-0-0.

CONSENT AGENDA

Motion by Barsness second by Nielsen to approve the Consent Agenda, which includes payment of check numbers, 65430 through 65604; 2630E through 2643E; and additional checks 65605 through 65616. Motion carried 5-0-0.

PRESENTATIONS

Jessica Seide, TZD Program – Goodhue County Health & Human Services

Ms. Seide, is the Goodhue County TZD Program Coordinator. The TZD program was formed in 2003. There has been a 45% reduction in traffic deaths since that time. Office Mike Nguyen is the program coordinator for the Kenyon Police Department also was in attendance at the Council meeting.

ENGINEERING

Update on 1st Street Reconstruction Project

According to City Engineer Rhein, the project has been completed, with the exception of testing of the sanitary sewer. Engineer Rhein stated that he had met with the contractor to finalize the quantities and update the pay request. Preliminary assessment calculations have been made based upon the final quantities. He also said that during construction, two veins of hard rock were encountered, and detailed records were kept to show that 194 cubic yards of hard rock were removed from the construction site at a cost of $120 per cubic yard. Specialized equipment was brought in to remove the rock. This area of hard rock (approximately 10 feet in depth) was located on the main sewer line area, and near five service lines that are in the hard rock. Councilman Barsness commented that people could have a hard time connecting their service lines in hard rock. Engineer Rhein noted that more soil borings at the outset of the project would not have been beneficial in finding the hard rock areas.

Change Order #1 – 1st Street Project

According to Engineer Rhein, the change order is required because the contract did not provide for excavation of hard rock, so the change order was prepared. With the change order, the final cost of the project is within $10,108.37, or 2.35% or the original contract amount.

Motion by Henke, second by Nielsen to approve the change order in the amount of $22,977.60. Motion carried 5-0-0.

Pay Request #5 – Heselton Construction

Motion by Henke, second by Nielsen to approve the pay request in the amount of $38,315.99. Motion

carried 5-0-0.

Resolution 2016-20: Resolution Declaring Cost to be Assessed, and Ordering Preparation of Proposed Assessment roll

Motion by Henke, second by Nielsen to approve Resolution 2016-20. Motion carried 5-0-0.

Resolution 2016-21: Resolution for Hearing on Proposed Assessment

Engineer Rhein noted the schedule for the assessment hearing. Motion by Henke, second by Nielsen to approve Resolution 2016-21. Motion carried 5-0-0.

Update on Fire Facility Project

According to Engineer Rhein, the project contracts were signed on August 17, 2016, and a pre-construction meeting was held on that date. A notice to proceed was issued, and there is a substantial completion date of February 17, 2016. Trees have been cleared, and site preparations are under way. The water main is in and the sanitary sewer is being worked on. A meeting was held recently with Minnesota Energy Resources for the installation of the natural gas service to the building.

During work on the building foundation, tests were done to check the soils in the trench at a depth of five feet. The geotechnical report received today from those tests show that there are some soft areas and the recommendation is to excavate deeper and fill those areas with rock. The original soil borings were done in September, 2015. The amount of soil correction is more than the original recommendation from last year. According to Engineer Rhein, this is time sensitive and the contractor agreed to excavate an extra one foot in depth in the entire perimeter of the foundation. The geotechnical engineer will look at the area to determine if it is stable. Engineer Rhein noted that a special meeting would be needed to approve a change order so that the footings can be poured. Because this is a USDA project, the change orders need to be done ahead of the work as much as possible. Based on one foot of fill, the contractor's estimate is $4,000. In order to keep on schedule, Engineer Rhein stated that he recommended approval of a change order to accommodate the soil correction. Administrator Vahlsing commented that with the possible deduct for not insulating the sewer, it would offset this cost. A special meeting could be held on Friday.

Pay Request #1 – Mohs Construction

Engineer Rhein stated that the pay request includes a down-payment on the wall panels, and is recommended for approval.

Motion by Mortensen, second by Nielsen to approve the pay request in the amount of $73,068.10, contingent on the concurrence of the USDA.

Change Order #1

Engineer Rhein stated that a culvert was found among the trees on the site, and the design has been amended to add a manhole to the culvert. A revised storm sewer plan was given to the contractor, and he estimated $7,228 (change order #1). Engineer Rhein recommended approval of the change order dependent upon USDA concurrence. Mayor Engel questioned why we weren't aware of the location of the culvert, and Engineer Rhein noted that it was located after trees were removed from the site. Engineer Rhein stated that the culvert needs to be extended to function properly and not adversely affect adjacent properties. It would not connect to the storm drain pond for the Fire Hall.

Motion by Nielsen, second by Henke to approve Change Order #1 in the amount of $7,228, contingent on the concurrence of the USDA. Motion carried 5-0-0.

Potential Unit Price Work for Sanitary Sewer Extension Fire Hall Project Site

City Engineer Rhein stated that the Public Works department had requested that the existing sewer main on the site be inspected when it is exposed for insulation. The Public Works department would like to be sure of the condition of the pipe, and that repairs are made if needed. The contractor could complete the work for $35 per foot if it needs replacing. If the depth of the PVC pipe is over six feet, no insulation may be needed.

Motion by Nielsen, second by Engel to accept the contractor's estimate of $35 per foot for the unit price work. Motion carried 5-0-0.

Update on Trondheim Road Drainage Issues

Engineer Rhein noted that all the information from the drainage study has not been obtained as yet. A field review was completed and limits were set on the area to be surveyed. After the study is completed, the data will be compiled into a report in time for the next council meeting.

LEGAL

Update on Property Abatement at 411 Bullis St.

Chief Sjolander noted that he and the building inspector went to the property recently. The building inspector had concerns with the overall very poor condition of the structure. Issues included no smoke alarms, exposed wiring and a sagging floor, and many other code violations, to name a few. The report from the Goodhue County Building official is not final as yet. The Chief stated that the KPD has been at this house numerous times during the past month for various reasons. Attorney Riggs commented that there may be health, life and safety issues, but the building inspector will need to provide a comprehensive assessment of the overall condition of the structure. According to Attorney Riggs, a nuisance abatement would be in order at this point, and depending on the building inspector's report, it could be designated as a hazardous building and ultimately removed. Administrator Vahlsing noted that he would like to start the legal process prior to receiving the report. Attorney Riggs noted that the nuisance abatement hearing notice will be sent to the owner of record, and will also be posted on the property.

Lot Combination – Aaron & Terra Haugen – 322 State St.

Motion by Nielsen, second by Mortensen to approve the lot combination request. Motion carried 5-0-0.

NEW BUSINESS

Resolution 2016-23: Resolution Adopting the 2017 Preliminary Budget & Levy

According to Administrator Vahlsing, the proposed budget and levy were reviewed at the Council work session. Both a 5% and 7% maximum levy increase are under consideration. Vahlsing stated that the maximum levy has to be set by September 15, and it can be decreased but not increased before the end of December.

Motion by Henke, second by Barsness to approve Resolution 2016-23, setting the preliminary levy at a 7% increase. Motion carried 5-0-0.

Approve Appointment of Adam Amiot and Matt Brunner to the Fire Department

Motion by Barsness, second by Nielsen to approve the recommendation and appoint Mr. Amiot and Mr. Brunner to the Fire Department. Motion carried 5-0-0.

Approve Request for Liquor at Depot Park – Kenyon Colorguard

Motion by Nielsen, second by Mortensen to approve the permit requested for the Kenyon Colorguard picnic on September 17, 2016. Motion carried 5-0-0.

Approve Hiring of Adam Severson at the Municipal Liquor Store
Motion by Barsness, second by Henke to approve the hiring of Mr. Severson. Motion carried 5-0-0.

OTHER BUSINESS
Schedule of Upcoming Meetings
City Council Meeting: Tuesday, October 11th @ 7 p.m.

COUNCIL AND STAFF GENERAL COMMENTS
Councilman Barsness extended his thanks to the volunteers, participants and spectators for the Rose Fest weekend.

Attorney Riggs recommended that this meeting be continued to Friday, in order to meet posting requirements.

Motion by Nielsen, second by Mortensen, to continue this meeting to Friday, September 16th at 1:00 p.m. Motion carried 5-0-0 at 8:37 p.m.

Pam Blow, Administrative Assistant

Michael Engel, Mayor

Pursuant to due call and notice thereof, a continuation of the City Council Meeting of September 13, 2016 was duly held in the City Hall Conference Room at 1:00 p.m. on the 16th day of September, 2016. The following members were present: Mayor Mike Engel, Council Members, Richard Nielsen, and Doug Henke. Absent: Fred Barsness and John Mortensen. Also present: Administrative Assistant Pam Blow.

Mayor Engel resumed the meeting at 1:00 p.m.

Fire Facility Project – Change Order #2
According to the report from Engineer Rhein, this change order addresses the soil correction beneath the foundation around the exterior building wall only.

Motion by Engel, second by Nielsen to approve change order #2 in the amount of $7,171.68, based upon the estimate given by Mohs Contracting. Motion carried 3-0-0.

Motion by Henke, second by Nielsen to adjourn the meeting at 1:05 p.m. Motion carried 3-0-0.

Pam Blow, Administrative Assistant

Michael Engel, Mayor

Notice of Hearing on Order to Abate Nuisance and Hazardous Building

TO: All owners, tenants, mortgagees, and lienholders of record.

The City Council of the City of Kenyon hereby notifies you upon investigation it has found large accumulations of junk and debris in the yard of the property located at: 411 Bullis Street, in the City of Kenyon, County of Goodhue, State of Minnesota which property is legally described as:

> That part of the Southwest Quarter and the Southeast Quarter of Section 4, Township 109, Range 18, Goodhue County, Minnesota, described as follows: Beginning at a point on the Northerly line of the Right of Way of the Zumbrota and Faribault extension of the Chicago, Milwaukee and St. Paul Railway Company, 486 feet West of the West line of Lot 6, Block 1, S.A. Bullis' Second Addition to Kenyon, according to the Recorded Plat thereof, running thence North 76.00 feet; thence East 140.00 feet; thence South 75.00 feet; thence Westerly 140.00 feet along the Right-of-Way to place to beginning.

The City Council will hold a hearing on October 11, 2016 at 7:00 p.m. at Kenyon City Hall, 709 2nd Street, Kenyon, MN to make a final determination as to whether these conditions constitute a nuisance in violation of Section 2010.05 of the City Code and whether they should be abated. All persons desiring to be heard will be afforded an opportunity to speak and present evidence at the hearing.

If the City determines a nuisance exists and the City is compelled to abate the conditions, all necessary costs incurred by the City in undertaking the abatement will be assessed against the property pursuant to Section 2010.05, subdivision 8 of the City Code.

On October 11, 2016, the City Council will also determine whether the building at the property described above constitutes a hazardous building under Minnesota Statute 463.15-463.261 and whether an abatement order should be approved under that law.

Dated: September 16, 2016

CITY OF KENYON

By: Pam Blow

Pam Blow
Its: Deputy Clerk

BOLTON & MENK
Real People. Real Solutions.

2035 County Road D East
Maplewood, MN 55109-5314

Ph: (651) 704-9970
Fax: (651) 704-9971
Bolton-Menk.com

MEMORANDUM

Date: October 11, 2016

To: Kenyon City Council
City Administrator Mark Vahlsing

From: City Engineer Joe Rhein

Subject: First Street Project Update

This memo provides an update on the First Street Improvement Project since the last City Council meeting.

Construction

- Televising and mandrel testing of the sanitary sewer remains to be completed. It had been scheduled, but the contractor postponed the work. We have requested the contractor provide a new schedule for completion.
- Current project retainage is $8,815.36.

Assessments

- The final assessment calculations were completed and reviewed with the City Administrator on September 19th. Based on that meeting the proposed detailed final assessment roll was prepared.
- Individual notices on proposed assessments were mailed to property owners on September 20th. A copy of the notice is included with this memo.
- The notice for the Public Hearing was published on September 21st.
- The presentation for the public hearing has been prepared. A copy is included with this memo for reference.
- Notable information from the assessment roll and presentation follows.

Project Costs

- Overall project cost is summarized in the table on the next page.
    - The final project cost is 3.4% lower than estimated in the Feasibility Report.
    - Street work cost, which is the majority of the project, was 10.6% lower than the Report estimate.
    - Sanitary sewer main and service costs were higher than estimated. This is primarily due to the hard rock encountered, as well as higher than anticipated bid unit price on the 4-inch sanitary service pipe.

- Water system costs were 33.6% lower than estimated. This is due to the deletion of the hydrant replacement from the project, as well as the fact that water main offsets were not needed during construction.
- Storm sewer costs were within 1% of the Report estimate.
- Sidewalk replacement costs were 30.0% higher than estimated. This is due primarily to approximately 18% more sidewalk being replaced than originally anticipated, as well as the bid unit price for the concrete sidewalk being approximately 45% higher than estimated.
- New sidewalk from Spring Street to Depot Park cost was 39.1% higher than estimated. This is primarily due to the bid unit price for concrete sidewalk being approximately 51% higher than estimated.

First Street Improvements
Summary of Project Costs

Item	Report Cost	Final Cost	Difference	%
Sanitary Sewer Main	$109,120.00	$116,211.47	$7,091.47	6.5%
Sanitary Sewer Services	$40,442.60	$49,859.22	$9,416.62	23.3%
Water System	$32,701.90	$21,716.43	($10,985.47)	-33.6%
Storm Sewer	$28,483.05	$28,677.27	$194.22	0.7%
Street Improvements	$447,138.93	$399,714.01	($47,424.92)	-10.6%
Sidewalk Replacement	$39,848.12	$51,785.04	$11,936.92	30.0%
New Sidewalk	$14,252.47	$19,820.59	$5,568.12	39.1%
Total Project Cost	**$711,987.07**	**$687,784.03**	**($24,203.04)**	**-3.4%**

Assessment Rates

- The City's assessment policy and the methodology used in the Feasibility Report were applied to the project costs to determine the portion of costs assessable to the properties, and to determine the assessment rate for each portion of the project.
- A summary of assessment rates is shown in the table below.
  - Street assessment rate is 9.7% lower than estimated in the Report.
  - Sanitary sewer main assessment rate is 6.7% lower than estimated.
  - Sanitary sewer services are charged at 100% of the actual cost to each individual property, per the assessment policy.
    - Cost for rock excavation was removed from the assessment costs. However due to the actual bid price of the service pipe being higher than estimated, the assessments to properties receiving sanitary sewer services were higher than estimated in the Report.
    - Additionally, in the Feasibility Report it was not known which properties had existing sanitary sewer services that would be able to be re-connected to the new services installed with the Project. For purposes of the Report, the length of all proposed sanitary sewer services were estimated only to the right-of-way line.
    - Nine properties had a sanitary sewer service re-connected with the project. If that connection required pipe installation beyond the right-of-way, that would also increase their assessment relative to the estimated amount in the Report. In general, the sanitary sewer service cost for those nine properties are higher than the service cost for those properties not re-connected as part of the project.
  - New sidewalk assessment rate is 36.8% higher than estimated in the Report. This is due to the actual cost of this work being higher than estimated.

First Street Improvements

Summary of Assessment Rates

Item	Report Cost	Final Cost	Difference	%
Street Improvements	$55.37 / foot	$50.01 / foot	($5.36)	-9.7%
New Sidewalk	$11.77 / foot	$16.10 / foot	$4.33	36.8%
Sanitary Sewer Main	$19.17 / foot	$17.88 / foot	($1.29)	-6.7%
Sanitary Sewer Services (approximate rate)	$57.53 / foot	$60.15 / foot	$2.62	4.5%

Assessment Roll

- A copy of the proposed final assessment roll is attached.
- 32 properties are included in the proposed final assessment roll.
  - 28 properties have a proposed assessment lower than estimated in the Feasibility Report.
  - 4 properties have a proposed assessment higher than estimated in the Report. Each of those 4 properties had an existing sanitary sewer service that was re-connected to the new sewer as part of this project. Therefore, although their assessment is higher than estimated, they will not have to hire a plumber to re-connect their sanitary sewer service. That cost has been saved for them by the project.

Project Financing

- The project financing summary is shown in the following table.
  - Both the total assessment amounts and total City cost are lower than estimated in the Feasibility Report.
  - Total assessments per the proposed final roll is $161,151.67. That is lower than the maximum amount of $187,825.76 stated in Resolution 2016-20.

First Street Improvements
Summary of Project Financing

Item	Report Cost	Final Cost	Difference	%
Total Assessments	$178,883.59	$161,151.67	($17,731.92)	-9.9%
Total City Funds	$533,103.48	$526,632.36	($6,471.12)	-1.2%
Total Project Cost	**$711,987.07**	**$684,784.03**	**($24,203.04)**	**-3.4%**

Assessment Hearing

The Public Hearing to review the final project information and proposed assessments will be held at 6:00 pm on October 11th. A presentation on the project will be given. Following the presentation, both the City Council and public will have the opportunity to offer comment or ask questions on the information.

- Property owners have the right to object to their assessment.
  - Objections must be made in writing.
  - Objections must be received by the close of the Public Hearing.
- The City Council may change the proposed assessment to any parcel if they so wish.
- The City Council must adopt the assessment roll by resolution.
  - Resolution 2016-25 has been prepared for consideration by the Council.
- Property owners have the right to appeal their assessment per the adopted roll.
  - Appeals must be filed in District Court within 30 days of the Public Hearing.
  - The property owner must have submitted a written objection in order to file an appeal.
- Assessments have a proposed term of 10 years and interest rate of 4.4% per year.
  - Payment in full can be made within 30 days of the adoption with no interest.
  - Payment in full can be made in any year of the 10-year term.
- Recommended action is, upon completion of the Public Hearing, the City Council adopt the proposed final assessment roll for the project, subject to any modifications it wishes to make.

Hopefully this memo provides a clear and concise summary of the proposed final assessment information for the First Street Improvement Project. Additional details can be found in the presentation included with this memo.

We will be present at the City Council meeting on October 11th to review this information. If discussion is desired in advance of the meeting, please contact me at 651-968-7384 or at joerh@bolton-menk.com.

Attachments:

- *Proposed Final Assessment Roll.*
- *Sample Notice Mailed to Individual Property Owners.*
- *Presentation for Public Hearing.*
- *Resolution 2016-25.*

RESOLUTION NO. 2016-25
CITY OF KENYON
COUNTY OF GOODHUE
STATE OF MINNESOTA

RESOLUTION ADOPTING ASSESSMENT FOR THE 2016 FIRST STREET IMPROVEMENT PROJECT

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for a construction project involving the construction of sanitary and storm sewer mains in the area of First Street from Red Wing Avenue to Bullis Street, along with reconstruction and restoration of streets, sidewalks, curb and gutter, restoration of disturbed areas and related items to properly complete the project (hereinafter the "Improvement Project"); and

WHEREAS, costs have been calculated for the Improvement Project; and

WHEREAS, the total cost for the Improvement Project is $687,784.03 with the total cost to be assessed being $161,151.67.

NOW THEREFORE, BE IT RESOLVED by the city council of the City of Kenyon, that:

1. The above-referenced recitals are incorporated herein to this Resolution as if fully set forth herein.

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

3. Such assessment shall be payable in equal annual installments extending over a period of ten (10) years, the first of the installments to be payable on or before the first Monday in January 2017, and shall bear interest at the rate of 4.4 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2016. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

4. The owner of any property so assessed may, at any time prior to certification of the assessment to the Goodhue County Auditor/Treasurer, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the office of the City Administrator, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution. The owner of any property so assessed may at any time thereafter, pay to the County Auditor/Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.

Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. The right to partially prepay the assessment is not available.

5. The City Administrator shall forthwith transmit a certified duplicate of this assessment resolution to the County Auditor/Treasurer to be extended on the property tax lists of the County. Such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted this 11th day of October, 2016.

_____
Michael G. Engel, Mayor

ATTEST:

_____
Mark R. Vahlsing, City Administrator

EXHIBIT A

PROPOSED ASSESSMENT

PIN	ASSESSMENT AMT
66-180-0030	$3,966.36
66-220-0120	$6,144.69
66-220-0130	$5,989.54
66-220-0140	$6,713.58
66-220-0150	$6,497.09
66-220-0160	$5,546.68
66-240-0010	$1,652.65
66-240-0020	$6,610.60
66-240-0050	$4,957.95
66-240-0080	$1,282.46
66-240-0120	$4,627.42
66-240-0140	$8,910.40
66-240-0190	$4,627.42
66-460-0010	$7,295.57
66-460-0030	$1,000.17
66-460-0040	$6,037.98
66-460-0050	$1,875.33
66-460-0070	$6,862.06
66-460-0080	$7,140.42
66-460-0090	$750.13
66-460-0110	$3,750.66
66-460-0120	$7,327.51
66-460-0130	$7,120.64
66-460-0150	$3,750.66
66-460-0200	$3,400.59
66-460-0220	$6,645.43
66-460-0230	$6,593.72
66-460-0240	$6,697.15
66-460-0300	$6,490.28
66-460-0310	$6,542.00
66-460-0320	$1,700.30
66-660-0310	$2,644.24

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Real People. Real Solutions.

2035 County Road D East
Maplewood, MN 55109-5314

Ph: (651) 704-9970
Fax: (651) 704-9971
Bolton-Menk.com

MEMORANDUM

Date: October 11, 2016

To: Kenyon City Council
City Administrator Mark Vahlsing

From: City Engineer Joe Rhein

Subject: Fire Station Project Update

This memo provides an update on the Fire Station Project since the last City Council meeting.

Construction Status

- Site clearing is complete.
- Site grading is partially complete.
- Installation of sanitary sewer, water main, and storm sewer is complete.
    - Testing of the utilities is in progress.
    - During installation of the sanitary sewer service, the existing sanitary main was found to be deeper than expected. Due to this, it may not be necessary to insulate as much of the existing sanitary sewer as originally anticipated. The contractor will check the depth of the sewer at several locations, and the sewer will be insulated as needed based on the depth found. If the actual amount of pipe insulated is less than shown on the plan, it would result in a credit to the project for the value of the insulation not used.
- Foundations for the building perimeter walls are complete.
- Footings for the trash enclosure in progress week of October 3rd.
- Pre-cast wall panels are in production at Wells Concrete.
- The first monthly progress meeting with the USDA was held September 29th.

Parking Lot Subgrade

- Testing of the parking lot subgrade was performed October 3rd.
    - Chosen Valley Testing observed the testing. A copy of their field report is included with this memo for reference. Their full report is expected to be received by October 10th.
    - Testing was performed on the west & east parking lots – these are the areas with the 'heavy duty' pavement section.

- Grading on the south parking lot is only partially complete, so that area was not fully tested.

- The testing found the soils under the east parking lot to be unsuitable. This is primarily due to the extreme wet conditions encountered during August and September, and the susceptibility of the site soils to moisture.
  - This situation was also identified as a possibility by the original geotechnical report for the project from September 2015, depending upon the conditions encountered at time of construction. An excerpt from the 2015 geotechnical report is included with this memo for reference.
- There are two options to address the soils under the east parking lot.
- Option 1 is to remove the soils, dry them, replace them, and compact them.
  - Given the number of daylight hours and sun angle in October, and frequency of rainfall events still occurring, this option is not practical at this time.
  - If this option were chosen to address the soils, it would result in delaying the construction of the east parking lot until May or June 2017. Since this area is necessary for the building use, this would also result in delaying substantial completion of the project until that time.
- Option 2 is to remove the soils and replace them with imported granular/aggregate material. This would be engineered fill similar to that used in the soil corrections beneath the building foundations.
  - This option is able to be completed at this time, with relatively little impact to the project schedule.
  - Other benefits of this option include:
    - The aggregate material has better structural capacity than the native soil, resulting in increased strength of the parking lot.
    - The aggregate material has better drainage characteristics than the native soils.
- If the parking lot is to be constructed yet in 2016, the recommendation is to pursue Option 2. This would consist of removing approximately 12-inches of the existing subgrade soils and replacing them with imported aggregate material.
- The area in question is illustrated on plan sheet C-4, included with this memo.
- Our Engineer's Estimate for Option 2 is $29,500.
- We have obtained a proposal from Mohs Contracting for Option 2. Their proposal is in the amount of $28,932, which is lower than our estimate.
  - A copy of the proposal from Mohs Contracting is included with this memo.
- The City Council will need to decide which option they prefer to address the parking lot subgrade.

Parking Lot Pavement

- During the monthly progress meeting on September 29th the subject of parking lot paving was discussed.

- It was already anticipated the top layer of bituminous surfacing would be left off the parking lots until spring of 2017. At the September monthly progress meeting it was discussed whether the first layer of bituminous pavement should also be left off the parking lots until 2017. That would mean building the parking lots to just a gravel surface in 2016.
- The potential advantages of leaving the first layer of bituminous off are:
    - The parking lot would go through its first freeze-thaw cycle, allowing any settlements to show in a gravel surface rather than a paved surface. This is especially true given the current high moisture content of the soils.
    - Pavement density is dependent upon the firmness of the subgrade. With the current high moisture content of the subgrade soils, it will be more difficult to achieve pavement densities in fall 2016. Paving in spring 2017 would likely result in higher pavement density and increased quality end product.
    - The risk of damage to the first layer of bituminous from construction activity would be eliminated, which would result in no cutting and patching of the fist bituminous layer prior to placement of the second layer. This would also increase the overall quality of the end product.
- It was agreed to monitor this issue as the project proceeds. At this time it appears most likely the first layer of bituminous will be left off until 2017.
- It is still intended that all concrete work, including aprons, sidewalks, and curbs will be constructed in fall 2016.
- This matter has been discussed with the Goodhue County Building Department, and they have indicated a temporary building certificate can be issued with a gravel parking lot.
- Building access in accordance with ADA requirements (Americans with Disabilities Act) must also be met if the parking lot pavement is delayed until 2017. This should be feasible through Door 102 in the east wall of the building, which is connected by a concrete sidewalk to the concrete apron on that side of the building.
- The City Council will be updated on this issue as the project proceeds.

Pre-Cast Wall Panels

- As noted, pre-cast wall panels are in production at Wells Concrete. Photos of actual panels already produced are included with this memo for information.
- Delivery of the wall panels was scheduled to begin during the week of October 10th, and it was anticipated all panels would be erected by the end of October.
- The trucks need to be able to use the parking lot for delivering the wall panels. If soil corrections are to be done on the east parking lot, delivery of the wall panels should be scheduled for after the soil corrections are complete.
- The Contractor has reviewed this issue with Wells Concrete, and delivery of the wall panels can be rescheduled for the week of October 17th. There is no effect on project cost due to this change in delivery date.

USDA Concurrence - Pay Request No. 1, Change Order Nos. 1 and 2

- Payment Request No. 1 was approved by the City Council on September 13th, subject to USDA concurrence.
- Change Order No. 1 for storm sewer extension was approved by the City Council on September 13th, subject to USDA concurrence.
- Change Order No. 2 for soil corrections beneath the building perimeter wall foundations was approved by the City Council on September 16th, subject to USDA concurrence.
- The USDA concurred with Payment Request #1 on September 21st, and with Change Orders Nos. 1 and 2 on September 22nd.
    - Copies of the documents signed by USDA are on file with the Administrator.

Payment Request No. 2

- The Contractor has submitted an application for Payment Request No. 2. The request includes:
    - Approximately 13.4% of General Conditions (28.8% total to date).
    - Approximately 27% of Earthwork, for clearing, grading, and underground utilities.
    - Approximately 45% of Precast Wall Panels, for production.
- A copy of the payment request as submitted on form AIA G702 is attached.
- Based on the submittal, a draft of the payment request was prepared on USDA form RD 1924-18. A copy of that form is also attached with this memo.
- The payment request was reviewed at the monthly progress meeting with the USDA.
    - Since the precast wall panels are not yet on the project site, the USDA will require either a lien waiver from the producer (Wells Concrete), or delivery of the panels to the site before they will concur with the payment.
- The recommendation is approval of Payment Request No. 2, contingent upon USDA concurrence.

Change Order No. 3

- Based on the previous discussion of pavement subgrade, a draft Change Order No. 3 has been prepared for consideration.
    - A copy of draft Change Order No. 3 is included with this memo.
- Change Order No. 3 provides for removing 12-inches of subgrade soil on the east parking lot area shown in plan sheet C-4, and replacement with aggregate material. In addition, since the aggregate material will drain better than the soils below, perforated drain tile is proposed along the east curb line to prevent trapping water in the aggregate layer. The drain tile would be connected to the storm sewer.
- The amount of Change Order No. 3 is $28,932. As noted previously, this amount compares favorably to the Engineer's Estimate of $29,500.

- In addition to the change in contract price, Change Order No. 3 also proposes to extend the project schedule by 5 days. This seems reasonable, based on the time it will take to perform the excavation, install the drain tile, and place and compact the aggregate material, as well as on the need to reschedule the wall panel delivery date.
- If Change Order No. 3 were approved, Chosen Valley Testing would be on site during the work, to monitor the soil correction depth based on the conditions. Tickets for the aggregate material would also be provided to document the actual amount of material used. If the correction depth and/or aggregate material used were less than the scope of work included in Change Order No. 3, a corresponding credit could be included on a future project change order.
- Approval of Change Order No. 3 will allow construction of the parking lot aggregate base in 2016 and will maintain a scheduled project substantial completion date by March 2017.
- The recommendation is approval of Change Order No. 3, contingent upon USDA concurrence.
    - The draft of Change Order No. 3 will be reviewed with the USDA prior to the City Council meeting, to get their initial comments and response.

Construction Testing Proposals

- The Fire Station project is configured such that the City will contract for necessary inspection and testing. This is preferred so that the testing company is not working on behalf of the Contractor. This is similar to the construction materials testing performed on the First Street Improvement project.
- Two proposals have been obtained for construction testing on the Fire Station project. The proposals are from Braun Intertec, and from Chosen Valley Testing.
- The original scope of work included in both proposals included only the building itself. The amounts of the original proposals were $17,280 for Braun, and $11,202 for Chosen Valley Testing.
- Based on the original proposals, it was requested Chosen Valley Testing revise their proposal to include testing for the site work, including such things as the aggregate base, concrete curbs, and bituminous pavement.
- The revised proposal from Chosen Valley Testing was received September 30th. It includes a cost of $10,075 for building-related testing, and $5,769 for site-work testing, for a total of $15,844. It also includes an additional bituminous testing option, for $1,770.
- The revised proposal from Chosen Valley Testing for $15,844 including building and site testing is less than the proposal from Braun of $17,280 for just building testing.
    - Copies of both the Braun proposal and the revised Chosen Valley Testing proposals are included with this memo for reference.
- We have reviewed the proposal from Chosen Valley Testing and find it acceptable.

- The recommendation is to approve the revised proposal from Chosen Valley Testing in the estimated amount of $15,844, and to include the optional bituminous testing in the estimated amount of $1,770. In the spring of 2017 the City can choose if the optional testing is warranted. If not, there will be no cost to the project.

Schedule

Assuming Change Order No. 3 is approved, following is a schedule of some main project activities that would happen in the next few weeks:

- Perform parking lot soil corrections – week of October 10th.
- Gas service installation – mid October.
- Electric service installation – late October
- Pre-cast wall panel delivery – week of October 17th.
- Finish pre-cast wall panel erection – week of October 31st.
- Next monthly progress meeting – Oct 27th.

Actions

Based on the information provided in this memo and attachments, following are the actions recommended to be taken by the City Council.

- Approve Pay Request No. 2, contingent upon concurrence from the USDA.
- Approve Change Order No. 3, contingent upon concurrence from the USDA.
- Approve construction testing proposal from Chosen Valley Testing.

We will be present at the City Council meeting on October 11th to review this information. If discussion is desired in advance of the meeting, please contact me at 651-968-7384 or at joerh@bolton-menk.com.

Attachments:

- *October 3, 2016 Field Report –Chosen Valley Testing.*
- *Excerpt – September 2015 NTI Geotechnical Report.*
- *Plan Sheet C-4 showing Parking Lot Area for Correction.*
- *Proposal for Change Order No. 3 – Mohs Contracting.*
- *Change Order No. 3 – Form RD 1924-7.*
- *Pay Request No. 2 – Form AIA G702.*
- *Pay Request No. 2 – Form RD 1924-18.*
- *Braun Intertec Testing Proposal – September 14, 2016.*
- *Revised Chosen Valley Testing Proposal – September 30, 2016.*
- *Photos of Pre-Cast Wall Panels.*

Special Inspector Daily Report

CVT
Chosen Valley Testing

Project #: 9421.16MNR Date: October 3, 2016

Technician: GH Location: Kenyon, MN

Project Name Kenyon Fire Station

Project Address

Client: City of Kenyon Client Project #: _____ Report #: _____

Weather: _____ Temperature: _____

Type of Inspection:
- ☐ Continuous
- X Periodic

Inspection Coverage:
- ☐ Soils
- ☐ Masonry
- ☐ Concrete Placement
- ☐ Densities
- ☐ Structural Steel
- ☐ Rebar Placement
- ☐ Bolting
- ☐ Tendon Placement
- ☐ Beams
- ☐ Foundations
- ☐ Fireproofing
- ☐ Trusses
- ☐ Other

Location and work performed this day: We observed a test roll on the heavy duty parking area on the west side of the building. A loaded tandem dump truck was used in the test roll. The rutting in most of the area tested was 1 inch or less and was judged to be suitable. Rutting greater than 2 inches was observed in isolated areas.

We observed a test roll on the light duty parking area on the south side of the building. Water had ponded in the entrance and this area was not tested. The southwest portion of the parking area had not been cut to grade and was not tested. The rutting in most of the area tested was 1 inch or less and was judged to be suitable.

We observed a test roll on the heavy duty parking area on the east side of the building. The area tested was from the construction entrance to the north end of the building. The rutting in most of the area tested was 3 to 6 inches and was not judged to be suitable. Hand auger probes indicated about 1 foot of soft and wet soils overlying slightly dryer and stiffer soils.

At this time of the year, scarification and recompaction of the wet soils may not be practical. We recommend removing one foot of the wet and soft soils and replacing with coarse rock (such as 3" minus). This approach was also recommended in the soils report. The rock should contain little to no fines. Provisions should be made to drain any water that accumulates in the rock.

To the best of our knowledge, work inspected was done in accordance with the approved plans and specifications.

Signature: _____ Date: 10/4/16

Title: Engineering Assistant

GEOTECHNICAL EXPLORATION AND ENGINEERING REVIEW

City of Kenyon Fire Station

Northwest Quadrant of the Intersection of Centennial Drive and Highway 56

Kenyon

Minnesota

NTI Project No. 15.61154.100

Prepared For:

Bolton & Menk, Inc.
2035 County Road D, Suite B
Maplewood, Minnesota 55109

Roof runoff should be directed away from building by a system of interior roof and scupper drains, or rain gutters, down spouts and splash pads. It is our opinion interior roof drains plumbed directly to the storm water piping system provide the most favorable method of conveying drainage from the roof as interior drains do not freeze or discharge runoff onto exterior sidewalks and pavements.

4.10 Pavement Construction

We assume project traffic will be separated into two distinct classes; heavy duty traffic comprised of fire service trucks, refuse trucks and delivery trucks and alternatively light duty traffic which is to be comprised primarily of passenger vehicles. Our pavement recommendations are predicated on separation of this traffic.

The resulting subgrade following site grading should first be scarified and re-compacted to a depth of 12 inches. A proofroll test should then be performed to determine soft or unstable subgrade areas. If rutting or localized unstable subgrade areas are observed, those areas should be subcut, moisture-conditioned, and re-compacted or removed to a stable depth. Excavations for soil corrections (if any) in paved areas should allow for a 2 foot oversize beyond the edges of the pavement.

Depending on the weather during construction and the construction sequence, scarification and recompaction may be impractical and consideration could be made to stabilizing the subgrade to provide a stable platform for construction of the pavements and site access for construction of the buildings. Coarse aggregate (nominally 2 to 4 inches) could be compacted and displaced into the soft clayey subgrades. Additional aggregate would be added until no further deflections were observed under the compaction equipment. A geogrid may also help with stabilizing the aggregate base. More detailed recommendations can be provided during construction as the need for subgrade stabilization occurs. Performing site grading operations during warm seasons and dry periods, for example, would help reduce the amount of subgrade stabilization required.

The proofroll should be performed with a tandem axle dump truck loaded to gross capacity (at least 20 tons). Acceptance criteria of the proofroll shall be limited to rut formation no more than one inch (1") depth (front or rear axles) and no pumping (rolling) observed during the visual inspection. Proofroll tests should be observed by an experienced technician or geotechnical engineer prior to placement of the aggregate base course to verify the subgrade will provide adequate pavement support.

If fill is required in paved areas, we recommend that it consist of soils similar in composition to the existing subgrade soils. Individual lifts of engineered fill in proposed paved areas should be tempered for moisture content, placed and compacted as listed in the Compaction Guidelines table in Appendix B.

We estimate that a properly prepared subgrade would have an average stabilometer R-value of 20.

For a 20-year design pavement life and light commercial traffic volumes, Table 6 presents our thickness recommendations for flexible (bituminous) pavement.

Table 6: Recommended Flexible Pavement Thickness Design Alternative

Pavement Section	Light Duty (Parking Stalls)	Heavy Duty (Drive Lanes / Truck Areas)
Bituminous Wear Course (inches)	1.5	2.0
Bituminous Base Course (inches)	2.0	2.5
Class 5 or 7 Aggregate Base (inches)	6.0	10.0

We recommend rigid Portland cement concrete pavements be constructed at driveway aprons, trash enclosures, loading and unloading freight areas, and other areas where point loads and turning stresses are more likely to damage the pavement. Based on the performance of concrete pavements at similar sites, we recommend the concrete pavement design alternative listed in Table 7.

Table 7: Recommended Rigid Pavement Thickness Design Alternative

Pavement Section	Heavy Duty (Drive Lanes / Truck Areas)	Static Loading Areas (Dumpsters)
Unreinforced Concrete (inches)	6.0	7.0
Class 5 or 7 Aggregate Base (inches)	6.0	6.0

Pavement recommendations assume the subgrade soils and aggregate section below paved surfaces will drain to subsurface piping for eventual discharge into storm sewer, or above grade to ditching, or similar acceptable systems. Lack of surface and subsurface drainage will significantly reduce the capacity and longevity of the pavement systems indicated above.

We recommend pavements receive annual maintenance, as a minimum, to correct damages to the pavement structure, clean and infill cracks which develop, and repair or resurface areas which exhibit reduced subgrade performance. The lack of maintenance can lead to moisture infiltration of the pavement structure and softening of the subgrade soils. This, in turn, can degrade the performance of the pavement system and result in poorly performing pavements with shortened life expectancy.

4.11 Stormwater Infiltration

NTI understands the project may incorporate infiltration of stormwater near soil boring SB-8. Table 8 provides an estimate of the infiltration rates for the soils encountered by our geotechnical exploration program.

LIGHT DUTY BITUMINOUS PAVEMENT

- 1.5"-TYPE SP 9.5 BITUMINOUS WEARING COURSE (SPWEA330C)
- TACK COAT
- 2"-TYPE SP 12.5 BITUMINOUS WEARING COURSE (SPWEB330C)
- 6" AGGREGATE BASE CLASS 5
- AGGREGATE BACKFILL AS DIRECTED BY ENGINEER

HEAVY DUTY BITUMINOUS PAVEMENT

- 2"-TYPE SP 12.5 BITUMINOUS WEARING COURSE (SPWEB330C)
- TACK COAT
- 2.5"-TYPE SP 12.5 BITUMINOUS WEARING COURSE (SPWEB330C)
- 10" AGGREGATE BASE CLASS 5
- AGGREGATE BACKFILL AS DIRECTED BY ENGINEER

HEAVY DUTY CONCRETE APRON

- 7"-TYPE 3Y32A CONCRETE
- 6" AGGREGATE BASE CLASS 5
- EXCAVATION AND ADDITIONAL AGGREGATE BACKFILL (AS DIRECTED BY THE ENGINEER)

LIGHT DUTY CONCRETE SIDEWALK AND PAD

- 4"-TYPE 3A32A CONCRETE
- 4" AGGREGATE BASE CLASS 5
- EXCAVATION AND ADDITIONAL AGGREGATE BACKFILL (AS DIRECTED BY THE ENGINEER)

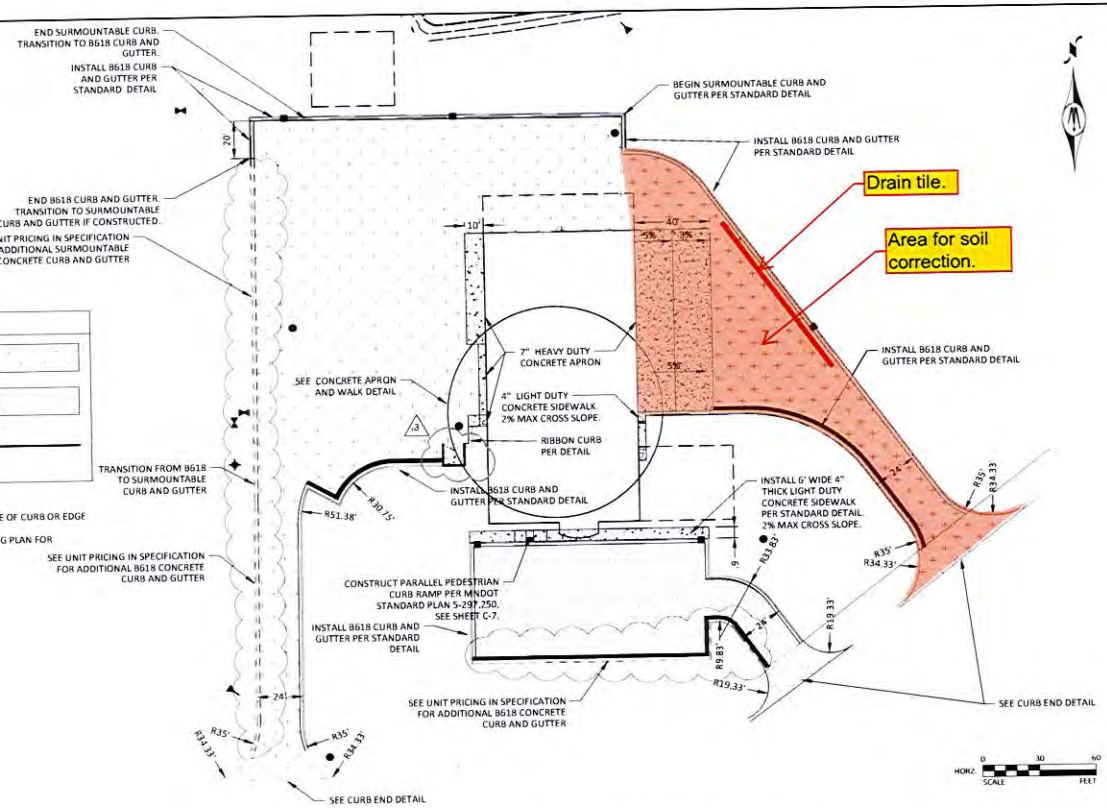
CONCRETE CURB AND GUTTER

SLIP FORM PLACEMENT MIX NO. 3A22
MANUAL PLACEMENT MIX NO. 3A32

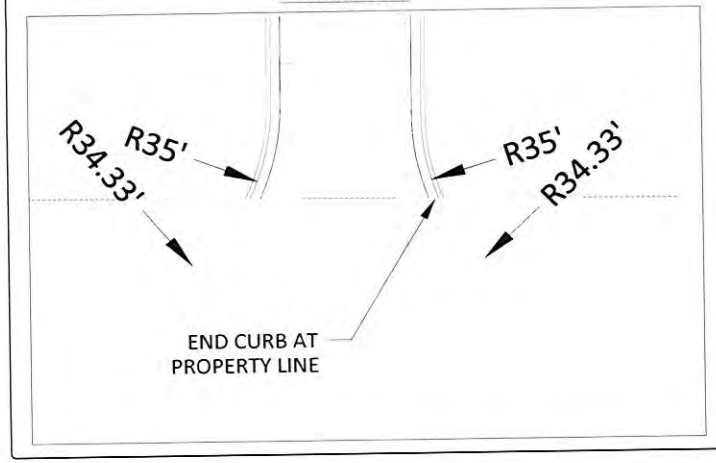
LEGEND

- HEAVY DUTY BIT
- LIGHT DUTY BIT
- GUTTER OUT CURB

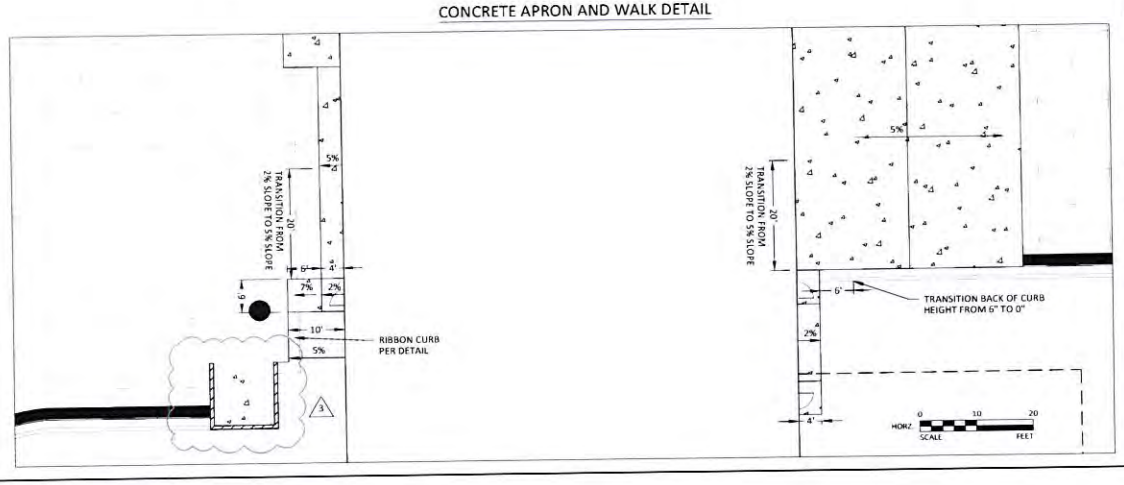
NOTES:
1. ALL RADII ARE TO FACE OF CURB OR EDGE OR PAVEMENT
2. REFER TO C-2 GRADING PLAN FOR ELEVATIONS



CURB END DETAIL



CONCRETE APRON AND WALK DETAIL



BRUNTON ARCHITECTS & ENGINEERS
225 BELGRADE AVENUE
NORTH MANKATO, MN 56003
PH: (507) 386-7996
FAX: (507) 386-7992
BRUNTONARCHITECTS.COM

BOLTON & MENK, INC
Consulting Engineers & Surveyors
Mankato, Minnesota 56001
Phone: (507) 625-4171
Fax: (507) 625-4177

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota.

Signature
Joseph R. Shea
Reg. No. 23781
Date 06-10-16

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PROJECT: KENYON VOLUNTEER FIRE DEPARTMENT
KENYON, MN

REVISIONS
1. SS 11 TO FES 3 — 9/12/2016
2. ROOF DRAIN SQ — 9/19/2016
3. TRANS-ENCLOSURE — 9/28/2016

PROJECT NUMBER: 15-1136
DRAWN BY: JRB
CHECK BY: JRB
PROJECT MANAGER: JRB
ISSUED FOR REVIEW: 8/5/2016

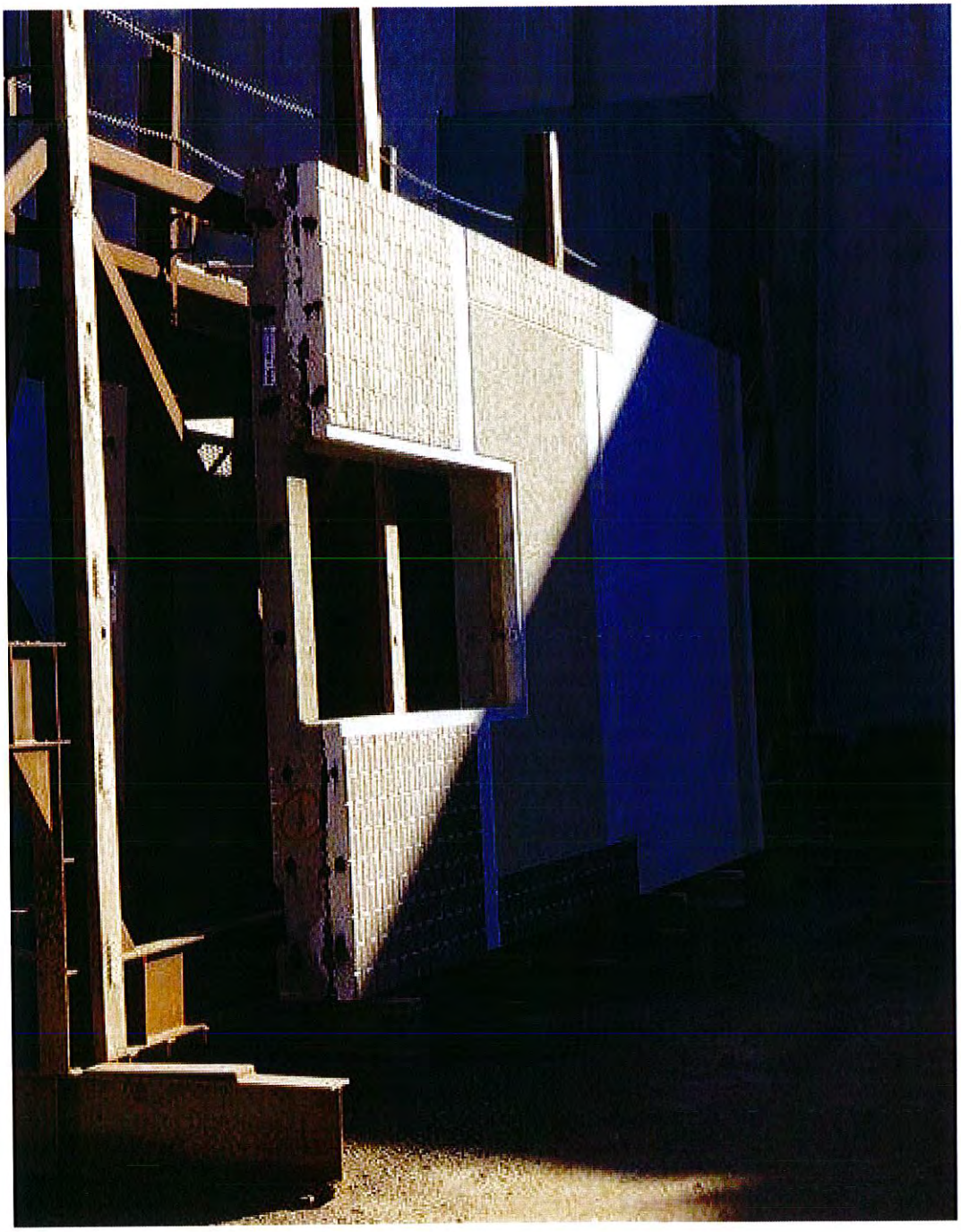
SHEET TITLE: CURBING & PAVING PLAN

SHEET NO. C-4

Kenyon Fire Station

Pre-cast wall panels

September 28, 2016



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AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: City of Kenyon
709 2nd Street
Kenyon, MN 55946

PROJECT: Kenyon Volunteer Fire Department

APPLICATION NO: 002
PERIOD TO: September 30, 2016
CONTRACT FOR: General Construction
CONTRACT DATE: July 20, 2016
PROJECT NOS: 1480-16 / 16-005 /

Distribution to:
OWNER:
ARCHITECT: X
CONTRACTOR:
FIELD:
OTHER:

FROM CONTRACTOR: Mohs Contracting, Inc.
969 39th Ave. NW Suite A
Owatonna, MN 55060

VIA ARCHITECT: Brunton Architects
225 Belgrade Ave.
North Mankato, MN 56003

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ 2,113,900.00
2. **NET CHANGE BY CHANGE ORDERS** ..... $ 14,399.68
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 2,128,299.68
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703) ..... $ 458,314.06
5. **RETAINAGE:**
   a. 10 % of Completed Work
   (Column D + E on G703) $ 45,831.41
   b. 0 % of Stored Material
   (Column F on G703) $ 0.00
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... $ 45,831.41
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 412,482.65
   (Line 4 Less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ 73,068.10
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $ 339,414.55
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) $ 1,715,817.03

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this Month	$ 14,399.68	$ 0.00
TOTALS	$ 14,399.68	$ 0.00
NET CHANGES by Change Order	$	14,399.68

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: 9-21-16
State of: MN
County of: Steel
Subscribed and sworn to before me this 21 day of September
Notary Public:
My Commission expires:

SHANE ALAN PETTIS
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 339,414.55

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes: (1836471673)

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 002
APPLICATION DATE: 09/25/2016
PERIOD TO: 09/25/2016
ARCHITECT'S PROJECT NO: 1480-16

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	01 00 00: General Conditions	313,907.68	48,246.78	42,237.28	0.00	90,484.06	28.83 %	223,423.62	9,048.39
2	03 00 00: Common Works for Concrete	155,086.00	0.00	0.00	0.00	0.00	0.00 %	155,086.00	0.00
3	03 41 00: Precast Wall Panels	610,000.00	32,940.00	3,660.00	273,280.00	309,880.00	50.80 %	300,120.00	30,988.00
4	04 00 00: Common Work Results for Masonry	15,600.00	0.00	0.00	0.00	0.00	0.00 %	15,600.00	0.00
5	05 12 00: Structural Steel Framing	65,101.00	0.00	0.00	0.00	0.00	0.00 %	65,101.00	0.00
6	05 50 00: Misc. Metals	19,934.00	0.00	0.00	0.00	0.00	0.00 %	19,934.00	0.00
7	06 11 00: Wood Framing	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
8	06 22 00: Millwork	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
9	06 41 00: Casework	12,533.00	0.00	0.00	0.00	0.00	0.00 %	12,533.00	0.00
10	07 21 19: Foamed-In-Place Insulation	3,600.00	0.00	0.00	0.00	0.00	0.00 %	3,600.00	0.00
11	07 53 00: Adhered EPDM Membrane	87,400.00	0.00	0.00	0.00	0.00	0.00 %	87,400.00	0.00
12	07 84 00: Firestopping	3,500.00	0.00	0.00	0.00	0.00	0.00 %	3,500.00	0.00
13	07 90 05: Joint Sealers	4,500.00	0.00	0.00	0.00	0.00	0.00 %	4,500.00	0.00

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User Notes: (1700360559)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
14	08 11 13: Hollow Metal Doors and Frames	25,125.00	0.00	0.00	0.00	0.00	0.00 %	25,125.00	0.00
15	08 36 13: Sectional Doors	30,200.00	0.00	0.00	0.00	0.00	0.00 %	30,200.00	0.00
16	08 43 13: Aluminum Framed Storefronts	13,987.00	0.00	0.00	0.00	0.00	0.00 %	13,987.00	0.00
17	09 30 00: Tiling	17,295.00	0.00	0.00	0.00	0.00	0.00 %	17,295.00	0.00
18	09 51 00: Acoustical Ceilings	9,760.00	0.00	0.00	0.00	0.00	0.00 %	9,760.00	0.00
19	09 68 13: Tile Carpeting	10,899.00	0.00	0.00	0.00	0.00	0.00 %	10,899.00	0.00
20	09 77 33: Glass Fiber Reinforced Plastic Panels	710.00	0.00	0.00	0.00	0.00	0.00 %	710.00	0.00
21	09 90 00: Painting and Coatings	16,000.00	0.00	0.00	0.00	0.00	0.00 %	16,000.00	0.00
22	10 00 00: Common Work Results for Specialties	7,929.00	0.00	0.00	0.00	0.00	0.00 %	7,929.00	0.00
23	10 75 00: Flagpole	10,638.00	0.00	0.00	0.00	0.00	0.00 %	10,638.00	0.00
24	14 60 00: Electric Chain Hoist	7,070.00	0.00	0.00	0.00	0.00	0.00 %	7,070.00	0.00
25	21 00 00: Common Work Results for Fire Suppression	24,000.00	0.00	0.00	0.00	0.00	0.00 %	24,000.00	0.00
26	22 00 00: Common Work Results for Plumbing	114,140.00	0.00	0.00	0.00	0.00	0.00 %	114,140.00	0.00
27	23 00 00: Common Work Results for HVAC	64,900.00	0.00	0.00	0.00	0.00	0.00 %	64,900.00	0.00

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User Notes: (1700360559)

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
28	26 00 00: Common Work Results for Electrical	119,646.00	0.00	0.00	0.00	0.00	0.00 %	119,646.00	0.00
29	31 00 00: Common Work Results for Earthwork	211,313.00	0.00	57,950.00	0.00	57,950.00	27.42 %	153,363.00	5,795.00
30	32 14 00: Unit Paving	97,953.00	0.00	0.00	0.00	0.00	0.00 %	97,953.00	0.00
31	32 16 00: Curbs and Gutter	29,448.00	0.00	0.00	0.00	0.00	0.00 %	29,448.00	0.00
32	32 92 00: Turf and Grasses	11,125.00	0.00	0.00	0.00	0.00	0.00 %	11,125.00	0.00
	GRAND TOTAL	$2,128,299.68	$81,186.78	$103,847.28	$273,280.00	$458,314.06	21.53 %	$1,669,985.62	$45,831.39

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(1700360559)
User Notes:

FORM APPROVED
OMB NO. 0575-0042

Form RD 1924-18
(Rev. 6-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
FARM SERVICE AGENCY

PARTIAL PAYMENT ESTIMATE

CONTRACT NO.

PARTIAL PAYMENT ESTIMATE NO.
Two (2)

PAGE

OWNER:	CONTRACTOR:	PERIOD OF ESTIMATE
City of Kenyon, MN	Mohs Contracting, Inc.	FROM 09-01-16 TO 09-30-16

CONTRACT CHANGE ORDER SUMMARY

No.	Agency Approval Date	Amount Additions	Amount Deductions
One (1)	09-22-2016	$7,228.00	
Two (2)	09-22-2016	$7,171.68	
TOTALS		$14,399.68	$0.00
NET CHANGE		$14,399.68	$0.00

ESTIMATE

1. Original Contract	$2,113,900.00
2. Change Orders	$14,399.68
3. Revised Contract (1 + 2)	$2,128,299.68
4. Work Completed*	$185,034.06
5. Stored Materials*	$273,280.00
6. Subtotal (4 + 5)	$458,314.06
7. Retainage*	$45,831.41
8. Previous Payments	$73,068.10
9. Amount Due (6-7-8)	$339,414.55

** Detailed breakdown attached*

CONTRACT TIME

Original (days)	180	On Schedule	☑ Yes	Starting Date	08-22-2016
Revised	187		☐ No	Projected Completion	02-25-2017
Remaining	147				

CONTRACTOR'S CERTIFICATION:

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

Contractor _____

By _____

Date _____

APPROVED BY OWNER:

Owner _____

By _____

Date _____

ARCHITECT OR ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer _____

By _____

Date _____

ACCEPTED BY AGENCY:

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By _____

Title Area Specialist

Date _____

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

TYPICAL UNIT PRICE BREAKDOWN *

ITEM	DESCRIPTION	CONTRACT (revised) QUANTITY	CONTRACT (revised) UNIT PRICE	CONTRACT (revised) AMOUNT	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT	% COM-PLETE
				$0.00		$0.00		$0.00	0
				$0.00		$0.00			0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
	TOTALS			$0.00		$0.00		$0.00	0

TYPICAL LUMP SUM PRICE BREAKDOWN *

ITEM	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED THIS PERIOD	WORK COMPLETED TO DATE	% COM-PLETE
1	General Conditions	$313,907.60	42237.28	$90,484.06	0
3	Precast Wall Panels	$610,000.00	$3,660.00	$36,600.00	0
29	Earthwork	$211,313.00	$57,950.00	$57,950.00	0
					0
					0
					0
					0
					0
					0
					0
					0
	TOTALS	$1,135,220.60	$103,847.28	$185,034.06	0

TYPICAL STORED MATERIALS AND RETAINAGE BREAKDOWN *

MATERIALS STORED AT END OF THIS PAYMENT PERIOD

DESCRIPTION	QUANTITY	UNIT VALUE	AMOUNT
Precast Panels	1	$273,280.00	$273,280.00
			$0.00
			$0.00
			$0.00

RETAINAGE

	THIS ESTIMATE	PERCENT %	RETAINED
WORK COMPLETED:		10	
STORED MATERIALS:		10	
OTHER (explain)			
TOTAL			$0.00

* As a minimum, detailed breakdowns should contain this information.

MOHS Contracting

10/5/2016
Brunton Architects
Attn: Stephen M
PR#07

East Parking Lot Soil Corrections

Per report from Chosen Valley Testing, it has been found that the east side of the parking lots soils is unsuitable for parking lot construction. Chosen Valley Testing report calls for excavating one foot down and replacing the unsuitable soils with coarse rock. These areas include the bituminous paving area and concrete apron coming off of the building on the east side. Chosen Valley and Bolten & Menk also suggest adding one hundred feet of drain tile to be added in the coarse rock and run between culverts SS-5 and SS-4 per plan sheet C-3. Cost associated with these changes is listed below.

$28,932.00

- SL Contracting, Inc. $24,400.00
- Profit & Overhead 5% $1,220.00
- Bond 2% $512.00
- Supervision 40 hours/$70 $2,800.00
- Schedule +5 days

Please contact us with and questions and/or concerns.

Respectfully,

Justin Fletcher
Project Manager
Mohs Contracting, Inc.

969 39th Ave. NW, Suite A Owatonna, MN 55060 • office: 507.446.0023 • fax: 507.451.1327

FORM APPROVED
OMB NO. 0575-0042

Form RD 1924-7
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

ORDER NO. Three (3)
DATE 10-11-2016
STATE MN
COUNTY Goodhue

CONTRACT FOR Kenyon Volunteer Fire Dept

OWNER City of Kenyon, MN

To Mohs Contracting, Inc.
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Subgrade correction on parking area east of building and east access drive, including installation of drain tile.	$	$ 28,932.00
TOTALS	$ 0.00	28,932.00
NET CHANGE IN CONTRACT PRICE	$ 0.00	28,932.00

JUSTIFICATION:
Proof roll testing on Oct. 3, 2016 found soils unsuitable for parking lot construction. See report from geotechnical engineer. Primary cause excessive rains during August and Sept. Drying of native soils is impractical due to time of year. Subgrade soils to be excavated to a point deemed suitable and replaced with imported engineered fill. Drain tile to be installed in bottom of excavation.

The amount of the Contract will be (Decreased) (Increased) By The Sum Of:

Twenty eight thousand nine hundred thirty two and no/100 Dollars ($ 28,932.00).

The Contract Total Including this and previous Change Orders Will Be: Two million one hundred

fifty seven thousand two hundred thirty one and 68/100 Dollars ($ 2,157,231.60).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged) : five (5) Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ (Owner) _____ (Date)

Recommended _____ (Owner's Architect/Engineer) _____ (Date)

Accepted _____ (Contractor) _____ (Date)

Approved by Agency _____ (Name and Title) _____ (Date)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-01042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form RD 1924-7 (Rev. 2-97)

☐ ORIGINAL-BORROWER'S CASE FOLDER
☐ COPY-CONTRACTOR
☐ COPY-BORROWER

POSITION 6

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
4210 Highway 14 East
Rochester, MN 55904

Phone: 507.281.2515
Fax: 507.281.5303
Web: braunintertec.com

September 14, 2016

Proposal QTB040148

Mark Vahlsing
Office of the City Administrator
City of Kenyon
709 2nd Street
Kenyon, MN 56343-0156

Cost = $17,280.

Building testing only.

Re: Proposal for Special Inspection and Testing Services
Kenyon Volunteer Fire Department
501-699 Centennial Drive
Kenyon, MN 55946

Dear Mr. Vahlsing:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for Kenyon Volunteer Fire Department at the referenced site.

Our Understanding of Project

We understand this project will include the construction of a new volunteer fire station with new utilities and parking.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Brunton Architects & Engineers, dated May 10, 2016.
- Project Addendum 1, dated May 20, 2016.
- Project Addendum 2, dated May 24, 2016.
- Project Addendum 3, dated June 2, 2016
- Special Inspection and Testing Schedule prepared by Albertson Engineering, dated June 2, 2016.
- A Geotechnical Exploration and Engineering Review report prepared by NTI, dated September 28, 2015.
- Discussions with Stephen Myslajek with Brunton Architects & Engineers regarding the project.

No construction schedule was provided to help us prepare this proposal.

Overview of Procedures and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors, or qualified technicians working under the direction of ICC certified special inspectors, will provide our special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the building code, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors and technicians summarize the nature, extent and results of their special inspection activities, at the time they are performed, on Special Inspection Daily Report forms that are submitted to the general contractor's on-site personnel for their review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule.

When required, the Special Inspection Daily Report forms will be accompanied by a tabulation titled Summary of Discrepancies Needing Correction or Review by the Design Engineer or Architect. This tabulation will list the items that are determined to be in conflict with the project documents and have not been corrected by the contractor. The summary will include resolutions when the design team provides them. An updated copy of the tabulation will be submitted each time an existing discrepancy has been resolved or a new one is recorded. Special inspection procedural and final reports for structural steel inspections and non-structural steel inspections will be prepared and submitted periodically or at the end of our involvement with the project according to the requirements of the building code.

Communications

Our special inspectors and technicians will communicate the results of their inspections back to our supervising engineer each day special inspections are performed. It is important for our special inspectors to develop a working relationship with the project's structural engineer-of-record. We will be in contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it. These requests, and their responses, can also be sent to the owner, the project design and construction teams, and other interested parties, such as the building official, as needed.

Efficient Staff Use

Cross-utilization of personnel on a project is an excellent means to provide efficiencies and to economize inspection and testing costs. As a result, most of our special inspectors hold certifications in several areas, as well as being certified to use a nuclear gauge for soil density testing, and are generally ACI Concrete Field Testing Technician – Grade I certified. The ACI Grade I certification, or equivalent, is also requirement of the American Society of Testing and Materials (ASTM) to cast concrete test cylinders.

Construction Materials Testing

We will commit that each concrete technician assigned to this project will be ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing, and that each soil technician will be certified to use a nuclear gauge for soil density testing, so that the test results can be determined on site and evaluated once the required laboratory testing is completed.

Scope of Services

ICC certified special inspectors, or qualified technicians working under the direction of ICC certified special inspectors, will provide the required special inspection services under the direction of a licensed professional engineer, either on a full-time or periodic basis depending on the construction schedule and when requested by the general contractor. The special inspectors or qualified technicians will perform the specified construction materials testing services on a full-time or on-call basis as scheduled by the general contractor. After reviewing the available information, to determine compliance with the project plans and/or specifications, other design or construction documents and applicable ASTM and other industry standards, we interpret our scope of services for this project will be limited to the tasks defined below. *Special inspections are italicized.*

Soil Related Services

- *Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered by soil borings associated with referenced geotechnical reports, and suitable for support of excavation backfill, additional required fill, and the project's structural design loads.*
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry densities and optimum moisture contents of prospective backfill and fill materials.
- *Observe the placement and compaction of backfill and fill.*
- Test compacted backfill and fill placed below building footprints and oversizing areas, below slabs and/or pavements, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Concrete Related Services

- *Observe concrete reinforcement placement.*
- *Observe the general placement of bolts and other embeds in the plastic concrete.*
- *Observe the concrete placement and test sample preparation.*
- Sample and test the plastic concrete for slump, air content, temperature.
- Prepare test cylinders for laboratory compressive strength testing.
- Perform laboratory compressive strength testing of the concrete samples.

Structural Masonry Related Services

- *Observe the structural masonry construction and grouting operation on a periodic basis.*
- *Observe the preparation of grout samples.*
- Perform structural masonry grout testing.
- *Observe the preparation of prisms.*
- Perform structural masonry prism testing.

Structural Steel, Precast Welding and Related Services

- *Observe and test the structural steel welded and bolted connections.*
- *Observe and test the precast welded or bolted connections.*
- *Observe and document the installation of the base plate anchor bolts.*
- *Observe the installation of drilled-in-place, epoxy secured anchor bolts.*

Pavement Related Services

- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting pavements.
- Sample and test the plastic concrete for slump, air content, temperature.
- Prepare test cylinders of concrete for laboratory compressive strength testing.
- Perform laboratory compressive strength testing of the concrete samples.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services and service management including scheduling of our field personnel, review of field reports, and communication with the contractor, owner, building official and design team.

Assumptions

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the plans change or the contractor completes the various phases of the project at different rates than are reported herein or at rates that require more tests, hours per trip or trips, we may need to adjust the overall cost accordingly.

- This project will begin in the fall of 2016, and will be substantially complete by about spring of 2017.
- The earthwork phase of the project will be substantially complete in 2 weeks. We have assumed that periodic earthwork observation and testing will be required.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips incurred.
- The perimeter footing will be placed at a rate of 150 feet per day.
- The interior footings will be placed during the same time frame as the perimeter footings.
- The foundation walls will be placed at a rate of 150 feet per day.
- The slab-on-grade will be completed in 3 pours averaging 4 hours each.
- The masonry construction will be completed in 3 weeks with inspections completed at a rate of 2 trips per week. Each trip is expected to average 3 hours.

- The structural steel inspections are estimated at 7 trips for the framing and precast connections, with each trip averaging 4 hours.
- The exterior concrete paving will be completed in 4 placements averaging 4 hours each.
- We will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to Braun Intertec.

Cost

We will furnish the services described in this proposal for an estimated fee of $ 17,280. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours spent on the project and the units tested.

Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services

It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed herein, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.***

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Jesse Gamst (507.923.6304 or jgamst@braunintertec.com) or Tyler Niemeyer (507.226.4997 or tniemeyer@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Jesse Gamst
Estimator

Tyler S. Niemeyer, PE
Associate Principal-Senior Engineer

Attachments:
Estimated Cost Tabulation
General Conditions – CMT (7/18/16)

c: Stephen Myslajek, Brunton Architects, Stephenm@Bruntonarchitects.com

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The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB040148

Kenyon Volunteer Fire Department

Client:

Kraus-Anderson Construction Company
Andy Johnson
416 South Broadway
Rochester, MN 55904

Work Site Address:

501-699 Centennial Drive
Kenyon, MN 55946

Service Description:

Special Inspection and Material Testing

	Description		Quantity	Units	Unit Price	Extension
Phase 1	**Construction and Materials Testing**					
Activity 1.1	**Soil Observations and Testing**					**$3,050.00**
206	**Excavation Observations**		12.00	Hour	65.00	$780.00
	Work Activity Detail	***Qty Units***	***Hrs/Unit***		***Extension***	
	Site Grading	*2.00 Trips*	*3.00*		*6.00*	
	Foundation Excavations	*2.00 Trips*	*3.00*		*6.00*	
207	**Compaction Testing - Nuclear**		24.00	Hour	55.00	$1,320.00
	Work Activity Detail	***Qty Units***	***Hrs/Unit***		***Extension***	
	Site Grading	*2.00 Trips*	*3.00*		*6.00*	
	Wall Backfill	*3.00 Trips*	*3.00*		*9.00*	
	Utilities, Storm, Sanitary, Water Main	*3.00 Trips*	*3.00*		*9.00*	
1318	**Standard Proctor Test(ASTM D 698)**		3.00	Each	130.00	$390.00
1308	**Nuclear moisture-density meter charge, per hour**		24.00	Each	10.00	$240.00
1861	**CMT Trip Charge**		8.00	Each	40.00	$320.00
Activity 1.2	**Concrete Observations and Testing**					**$6,630.00**
260	**Concrete Observations**		18.00	Hour	25.00	$450.00
	Work Activity Detail	***Qty Units***	***Hrs/Unit***		***Extension***	
	Footings	*6.00 Trips*	*1.50*		*9.00*	
	Foundation Walls	*6.00 Trips*	*1.50*		*9.00*	
261	**Concrete Testing**		56.00	Hour	55.00	$3,080.00
	Work Activity Detail	***Qty Units***	***Hrs/Unit***		***Extension***	
	Footings	*6.00 Trips*	*2.00*		*12.00*	
	Foundation Walls	*6.00 Trips*	*2.00*		*12.00*	
	Slab On Grade	*3.00 Trips*	*4.00*		*12.00*	
	Precast Topping	*2.00 Trips*	*2.00*		*4.00*	
	Exterior Concrete & Driveway Aprons	*4.00 Trips*	*4.00*		*16.00*	
1364	**Compressive strength of concrete cylinders (ASTM C 39), per specimen**		105.00	Each	18.00	$1,890.00
	Work Activity Detail	***Qty Units***	***Hrs/Unit***		***Extension***	
	Footings	*6.00 Set*	*5.00*		*30.00*	
	Foundation Walls	*6.00 Set*	*5.00*		*30.00*	
	Slab On Grade	*3.00 Set*	*5.00*		*15.00*	
	Precast Topping Slab	*2.00 Set*	*5.00*		*10.00*	
	Exterior Concrete & Driveway Aprons	*4.00 Set*	*5.00*		*20.00*	
278	**Concrete Cylinder Pick up**		2.00	Hour	55.00	$110.00
1861	**CMT Trip Charge**		20.00	Each	55.00	$1,100.00
Activity 1.3	**Masonry Observations and Testing**					**$2,360.00**
203	**Masonry Observations**		18.00	Hour	65.00	$1,170.00
	Work Activity Detail	***Qty Units***	***Hrs/Unit***		***Extension***	
	Walls	*6.00 Trips*	*3.00*		*18.00*	
1409	**Compressive strength - Hollow block prisms (ASTM C 1314), per specimen**		3.00	Each	150.00	$450.00
213	**Masonry Sample Pick up**		4.00	Hour	55.00	$220.00

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB040148

Kenyon Volunteer Fire Department

1412	**Compressive strength of grout (ASTM C 1019), per specimen**			3.00 Each	50.00	$150.00
1407	**Net area determination (ASTM C 140) , per specimen**			3.00 Each	30.00	$90.00
1861	**CMT Trip Charge**			7.00 Each	40.00	$280.00
Activity 1.4	**Structural Steel Observations**					**$2,520.00**
605	**ICC Structural Steel Technician**			28.00 Hour	80.00	$2,240.00
	Work Activity Detail	***Qty***	***Units***	***Hrs/Unit***	***Extension***	
	Welding, Framing, Bolting	*3.00*	*Trips*	*4.00*	*12.00*	
	Moment Connections	*1.00*	*Trips*	*4.00*	*4.00*	
	Precast Concrete Connections	*3.00*	*Trips*	*4.00*	*12.00*	
1664	**NDE Trip charge**			7.00 Each	40.00	$280.00
Activity 1.5	**Pavement Observations & Testing**					**$600.00**
211	**Proofroll Observations**			8.00 Hour	65.00	$520.00
	Work Activity Detail	***Qty***	***Units***	***Hrs/Unit***	***Extension***	
	Parking lots	*2.00*	*Trips*	*4.00*	*8.00*	
1861	**CMT Trip Charge**			2.00 Each	40.00	$80.00
Activity 1.6	**Project Management, Engineering Review & Oversight**					**$2,120.00**
238	**Project Assistant**			6.00 Hour	65.00	$390.00
226	**Project Manager**			10.00 Hour	110.00	$1,100.00
128	**Senior Engineer**			1.00 Hour	130.00	$130.00
1400	**Special Inspection Final Report**			1.00 Each	500.00	$500.00
					Phase 1 Total:	**$17,280.00**

Proposal Total:	**$17,280.00**

General Conditions

Construction Material Testing and Special Inspections

BRAUN INTERTEC

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for costs and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse our costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees, staff time, and other costs and expenses.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 ***Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.***

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 ***For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or $50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken.*** This increased fee is not the purchase of insurance.

6.5 ***You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.***

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for costs and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

C V T

Chosen Valley Testing

Updated Special Inspection and Construction Testing Proposal:

New Fire Station Facility
Kenyon, Minnesota

Cost = $15,844.

Building test plus site work testing.

Optional additional bituminous testing = $1,770.

Prepared for:

Mr. Mark Vahlsing
City Administrator
City of Kenyon
709 2nd Street
Kenyon, MN 55946

September 30, 2016
9421.16.MNS

1410 7th Street NW
Rochester MN 55901
507-281-0968
Fax: 507-289-2523

135 Buchner Place
La Crosse, WI 54603
608-782-5505
Fax: 608-785-2818

31 1st Ave. S
Rice, MN 56367
320-393-3306
Fax: 320-393-3309

1402 -1/2 N 2nd St.
Mankato, MN 56001
507-389-9180
Fax: 507-389-9180

421 N Georgia Ave
Mason City, IA 50401
641-201-1050
Fax: 641-201-1012

2718 Falls Ave
Waterloo, IA 50701
641-201-1050
Fax: 641-201-1012

Chosen Valley Testing, Inc.

Geotechnical Engineering and Testing, 1410 7th St NW, Rochester, MN 55901, Phone: (507)-281-0968, rochester@cvtesting.com

September 30, 2016

Mr. Mark Vahlsing
City Administrator
City of Kenyon
709 2nd Street
Kenyon, MN 55946

Re: Updated Cost Estimate for Special Inspection & Construction Testing Services
New Fire Station Facility
Kenyon, Minnesota
CVT Proposal 9421.16.MNR

Mr. Vahlsing,

Chosen Valley Testing, Inc. is pleased to submit this proposal for construction materials testing services for the proposed new fire station facility in Kenyon, Minnesota. Services for the project would be provided by personnel and equipment from our laboratory in Rochester, Minnesota.

Scope

Soil Conditions: We have reviewed the plans and specifications and have received the geotechnical report for the project. Our personnel would evaluate the bearing conditions during construction and make recommendations with regard to the depth or extent of any corrections.

For purposes of this proposal, we assumed mass grading of the site would be accomplished in 2 weeks. Upon completion, our firm would issue a geotechnical report signed by a licensed Professional stating our opinion with regard to the suitability of the earthwork for support of the building.

Concrete Reinforcement Observations & Testing: Reinforcement observations are required by the ICC. Concrete will also be tested. Concrete testing would consist of slump (ASTM C 143), air content (ASTM C 241), temperature (ASTM C 1064), and cylinder testing (ASTM C 39) on each day that concrete is placed. One set of tests are required within the first 50 cubic yards of concrete or less, and once every 50 cubic yards after the initial test. The specification states that 3 cylinders are required per set per test: 1 at 7 days and 2 at 28 days cylinders.

Masonry Observations: The special inspection schedule indicates that mortar and grout is to be tested and that reinforcement in the masonry is to be observed, as well as mixing and installation. Inspection of mortar joints, grouting operations, and protection from weather is also required. Observations of reinforcement are ideally performed at each grouting event. The specification states that mortar samples are to be collected per 2,500 square feet of structural masonry, so mortar samples are not required at the

time of each observation. Concrete masonry unit compressive strength testing and grout testing is to be performed once in the first 500 square feet of block used, and then every 5,000 square feet beyond the additional test.

Structural Steel and Fireproofing Testing and Inspections: The structural steel observations are required on structural steel connections. The steel is to be inspected for compliance with the structural drawings and the specifications and applicable provisions of the building code. This includes inspections of certifications of the fabricator, erector(s) and welders, and the materials alignments, inspections of open web steel joists, bolting, welding, metal decking and post-installed anchors, etc.

Bituminous Testing: The bituminous parking lots are to be tested. Laboratory testing for the parking lots includes extraction, gradation, air void content, asphalt binder and asphalt content of the hot mix samples prepared on grade.

Unit Rates

We will perform the work on a unit cost basis, using the units on the table below. The rates shown include costs for all equipment associated with the services. Our transportation costs will be reduced in cases where services can be combined from both projects and when we have other projects close by.

Field Testing Technician (Soil, Concrete, Masonry and Bituminous)	$45.00/hour
• Includes the use of a nuclear density gauge	
Structural Steel and Fireproofing Inspections	$70.00/hour
Standard Proctor Density Tests	$110.00/test
Concrete Cylinders	$14.00/cylinder
CMU Masonry Prisms	$125.00/prism
Grout Prisms	$25.00/prism
Mortar Cubes	$15.00/cube
Bituminous Properties (Extraction, Gradation, Air Voids, etc.)	$300.00/test
Core Density Testing	$20.00/core
Licensed Professional Engineer	$100.00/hour
Vehicle Trip Charge	$40.00/trip

Quantities and Assumptions

Earthwork: Our field services will be performed by a graduate engineer or engineering assistant, working under the direct supervision of our project engineer. We have assumed the mass grading of the building would require approximately 10 days. We included 7 site visits to observe excavations. We included an additional six site visits for performing compaction testing on fill placed against foundation walls and below slabs. We included four site visits for proofroll observations of the parking area subgrade and compaction testing of the aggregate subbase. Engineering time has been included to determine the suitability of the existing subgrade, or if further corrections are needed.

A Proctor test will be required for each soil type used as fill. The Proctor moisture-density tests will be performed in accordance with ASTM D 698 (standard method). We estimate a total of 3 Proctor tests will

be required, two of which would be for the structure with the remaining for Proctor tests for the site work. We included 3 gradation tests of the aggregate base material.

Concrete and Reinforcement: For concrete testing, we estimated 22 concrete pours for the structure – including 7 for the footings, 7 for the foundation walls, 5 for slabs-on-grade, one for the mezzanine and two for the concrete aprons. We also included costs for up to 3 site visits for picking up samples.

Masonry and Reinforcement: We estimated a total of 4 site visits for masonry related testing and inspection. We estimated 1 set of CMU masonry prisms and 1 set of grout prisms would be required for the project. We estimated 1 sets of mortar cubes would be required for the project.

Structural Steel and Fireproofing: We included costs for 4 site visits to inspect the structural steel and test the fireproofing.

Bituminous Testing: We have assumed three paving days would be required for the base course and three paving days would be required for the surface course. We included costs for collecting and testing six hot box samples for extraction, gradation, air voids, asphalt content and asphalt binder. We included a separate fee for testing bituminous cores for density and thickness.

Engineering, Reporting and Review: Reports would be issued electronically at the frequencies required. We have included a rate and a number budgeted number of hours for our project engineer and project manager to review the project data and prepare reports as needed.

Execution of Costs

The costs for the work will depend on the project schedule and other factors. The tabulation below summarizes our estimated total costs per type of testing/inspection and our perception of how this project might be completed. A detailed cost breakdown is attached to this proposal, showing how the unit rates were executed to arrive at these estimated costs. Again, all services will be provided on a unit cost basis and the owner would only be invoiced for actual services provided.

Table 1: Structural Related Testing

Est. Costs for Earthwork and Compaction Testing	$3,955
Est. Costs for Concrete Testing	$4,105
Est. Costs for Masonry Testing and Inspection	$1,105
Est. Costs for Structural Steel and Fireproofing Inspection	$1,140
Est. Cost for Engineering Review and Reporting	$400
Total Estimated Costs for Building Related Testing	**$10,075**

Table 2: Site Work Related Testing

Est. Costs for Earthwork and Compaction Testing	$1,250
Est. Costs for Concrete Testing	$1,469
Est. Costs for Bituminous Testing	$2,850
Est. Cost for Engineering Review and Reporting	$200
Total Estimated Costs for Site Work Related Testing	**$5,769**

Table 3: Structural and Site Work Related Testing

Est. Costs for Earthwork and Compaction Testing	$5,205
Est. Costs for Concrete Testing	$5,574
Est. Costs for Masonry Testing and Inspection	$1,105
Est. Costs for Structural Steel and Fireproofing Inspection	$1,140
Est. Costs for Bituminous Testing	$2,850
Est. Cost for Engineering Review and Reporting	$600
Total Estimated Costs for Building and Site Work Related Testing	**$15,844**

Table 4: Optional Bituminous Testing

Est. Costs for Field Technician: Coring and/or Nuclear Density Testing	$1,050
Est. Costs for Core Density Testing (assumed six cores per paving day)	$720
Total Estimated Costs for Additional Bituminous Testing	**$1,770**

Variations in Costs

Our costs are based on our interpretation of the project requirements and typical contractor progress. The actual costs may be greater or less, depending on the project schedule. If you have a different interpretation of the scope and schedule, we can provide a revised cost that addresses your specific schedule and interpretation of the project requirements.

Reporting

The results of our tests and evaluations would be reported to you as they become available, and within the terms required in the specification. Failing tests would be verbally reported ahead of the typed reports for any corrective action (if necessary).

Remarks

We appreciate the opportunity to propose construction materials testing services to you on this project. Please feel free to call Matt at (507) 281-0968, if you have any questions or desire further information or wish us to evaluate a different testing scope or schedule or to schedule field services.

Sincerely,
Chosen Valley Testing, Inc.

Matt Reisdorfer, PE
General Manager

Colby T. Verdegan, PE
President/Project Engineer

Table 1: Structural Related Testing

1. Earthwork Observation and Compaction Testing					
Time & Trips	**Site Visits**	**Site Hours/Trip**	**Total Hours**	**Unit Cost**	**Cost**
Mass Grading of Building: Evaluation and Document Bottom Excavation and Compaction Testing, per hour	7	7	49	$45	$2,205
Foundation Wall and Slab Subgrade Compaction Testing, per hour	6	3	18	$45	$810
Pavement Subgrade Proofroll and Aggregate Subbase Compaction Testing, per hour	0	3	0	$45	$0
Licensed Professional Engineer			2	$100	$200
Vehicle & Mileage Charges, per Trip	13			$40	$520
Tests			**No. Of Tests**	**Unit Cost**	**Cost**
Laboratory Proctor Tests			2	$110	$220
Gradations			0	$80	$0
Total		**Est. Costs for Earthwork and Compaction Testing**			**$3,955**
2. Concrete Testing & Rebar Observation - 1 per 50 after, 3 cyl/set					
Time & Trips	**Pours**	**Site Hours/Trip**	**Total Hours**	**Unit Cost**	**Cost**
Footings and Foundation Walls	14	2.5	35	$45	$1,575
Slabs-on-Grade and Decking	6	2.5	15	$45	$675
Concrete Aprons and Curb and Gutters	0	2.5	0	$45	$0
Cylinder Pick-ups	2	1.5	3	$45	$135
Vehicle & Mileage Charges, per Trip	22			$40	$880
				Subtotal	$3,265
Test Cylinders - includes cylinder mold, curing, and reporting	**Pours**	**Sets/Pour**	**Sets x Pours x 3 Cyls/set**	**Unit Cost**	
Footings and Foundation Walls	14	1	42	$14	$588
Slabs-on-Grade and Decking	6	1	18	$14	$252
Concrete Aprons and Curb and Gutters	0	1	0	$14	$0
				Subtotal	$840
Total			**Est. Costs for Concrete Testing**		**$4,105**
3. Masonry Testing & Rebar Observation					
Time & Trips	**Site Visits**	**Site Hours/Trip**	**Total Hours**	**Unit Cost**	**Cost**
Masonry Observations, per hour	4	2.5	10	$45	$450
Vehicle & Mileage Charges, per Trip	4			$40	$160
				Subtotal	$610
Test Cylinders - includes cylinder mold, curing, and reporting	**Sets**	**Samples/Set**	**Total Samples**	**Unit Cost**	
CMU Compression Test, per sample	1	3	3	$125	$375
Mortar Cubes, per sample	1	3	3	$15	$45
Grout Prism Compression, per sample	1	3	3	$25	$75
				Subtotal	$495
Total			**Est. Costs for Masonry Testing**		**$1,105**
4. Structural Steel and Fireproofing					
Time & Trips	**Site Visits**	**Site Hours/Trip**	**Total Hours**	**Unit Cost**	**Cost**
Structural Steel & Fireproofing Inspection	4	3.5	14	$70	$980
Vehicle & Mileage Charges, per Trip	4			$40	$160
Total		**Est. Cost for Structural Steel and Welding Inspection**			**$1,140**
5. Bituminous Testing					
Time & Trips	**Site Visits**	**Site Hours/Trip**	**Total Hours**	**Unit Cost**	**Cost**
Field Density Testing, Coring, and Sample Pickup, per hour	0	3	0	$45	$0
Vehicle & Mileage Charges, per Trip	0			$40	$0
				Subtotal	$0
Test Cylinders - includes cylinder mold, curing, and reporting	**Sets**	**Samples/Set**	**Total Samples**	**Unit Cost**	
Bituminous Properties, per test	0	1	0	$300	$0
Core Density Testing, per core	0	3	0	$20	$0
				Subtotal	$0
Total			**Est. Costs for Masonry Testing**		**$0**
6. Administration & Reporting			**Total Hours**	**Unit Cost**	**Cost**
Sr. Engineering Assistant or Engineering EIT			4	$50	$200
Licensed Professional Engineer			2	$100	$200
			Est. Cost for Engineering Review and Reporting		**$400**
				Estimated Total Cost	**$10,705**

Table 2: Site Work Related Testing

1. Earthwork Observation and Compaction Testing					
Time & Trips	**Site Visits**	**Site Hours/Trip**	**Total Hours**	**Unit Cost**	**Cost**
Mass Grading of Building: Evaluation and Document Bottom Excavation and Compaction Testing, per hour	0	7	0	$45	$0
Foundation Wall and Slab Subgrade Compaction Testing, per hour	0	3	0	$45	$0
Pavement Subgrade Proofroll and Aggregate Subbase Compaction Testing, per hour	4	3	12	$45	$540
Licensed Professional Engineer			2	$100	$200
Vehicle & Mileage Charges, per Trip	4			$40	$160
Tests			**No. Of Tests**	**Unit Cost**	**Cost**
Laboratory Proctor Tests			1	$110	$110
Gradations			3	$80	$240
Total		**Est. Costs for Earthwork and Compaction Testing**			**$1,250**
2. Concrete Testing & Rebar Observation - 1 per 50 after, 3 cyl/set					
Time & Trips	**Pours**	**Site Hours/Trip**	**Total Hours**	**Unit Cost**	**Cost**
Footings and Foundation Walls	0	2.5	0	$45	$0
Slabs-on-Grade and Decking	0	2.5	0	$45	$0
Concrete Aprons and Curb and Gutters	7	2.5	17.5	$45	$788
Cylinder Pick-ups	1	1.5	1.5	$45	$68
Vehicle & Mileage Charges, per Trip	8			$40	$320
				Subtotal	$1,175
Test Cylinders - includes cylinder mold, curing, and reporting	**Pours**	**Sets/Pour**	**Sets x Pours x 3 Cyls/set**	**Unit Cost**	
Footings and Foundation Walls	0	1	0	$14	$0
Slabs-on-Grade and Decking	0	1	0	$14	$0
Concrete Aprons and Curb and Gutters	7	1	21	$14	$294
				Subtotal	$294
Total			**Est. Costs for Concrete Testing**		**$1,469**
3. Masonry Testing & Rebar Observation					
Time & Trips	**Site Visits**	**Site Hours/Trip**	**Total Hours**	**Unit Cost**	**Cost**
Masonry Observations, per hour	0	2.5	0	$45	$0
Vehicle & Mileage Charges, per Trip	0			$40	$0
				Subtotal	$0
Test Cylinders - includes cylinder mold, curing, and reporting	**Sets**	**Samples/Set**	**Total Samples**	**Unit Cost**	
CMU Compression Test, per sample	0	3	0	$125	$0
Mortar Cubes, per sample	0	3	0	$15	$0
Grout Prism Compression, per sample	0	3	0	$25	$0
				Subtotal	$0
Total			**Est. Costs for Masonry Testing**		**$0**
4. Structural Steel and Fireproofing					
Time & Trips	**Site Visits**	**Site Hours/Trip**	**Total Hours**	**Unit Cost**	**Cost**
Structural Steel & Fireproofing Inspection	0	3.5	0	$70	$0
Vehicle & Mileage Charges, per Trip	0			$40	$0
Total		**Est. Cost for Structural Steel and Welding Inspection**			**$0**
5. Bituminous Testing					
Time & Trips	**Site Visits**	**Site Hours/Trip**	**Total Hours**	**Unit Cost**	**Cost**
Sample Pickup	6	3	18	$45	$810
Vehicle & Mileage Charges, per Trip	6			$40	$240
				Subtotal	$1,050
Test Cylinders - includes cylinder mold, curing, and reporting	**Sets**	**Samples/Set**	**Total Samples**	**Unit Cost**	
Bituminous Properties, per test	6	1	6	$300	$1,800
Core Density Testing, per core	0	3	0	$20	$0
				Subtotal	$1,800
Total			**Est. Costs for Masonry Testing**		**$2,850**
6. Administration & Reporting			**Total Hours**	**Unit Cost**	**Cost**
Sr. Engineering Assistant or Engineering EIT			2	$50	$100
Licensed Professional Engineer			1	$100	$100
			Est. Cost for Engineering Review and Reporting		**$200**
				Estimated Total Cost	**$5,769**

Authorization to Proceed

CVT
Chosen Valley Testing

Special Inspection and Construction Testing Proposal

New Fire Station Facility
Kenyon, Minnesota

Prepared by: Chosen Valley Testing, Inc.

Prepared for: City of Kenyon Volunteer Fire Department
c/o: Mr. Corey Brunton, AIA, CID
Brunton Architects

CVT Number: 9421.16.MNR

Commencement of the above Project or Work Package, as outlined in the attached proposal document from Chosen Valley Testing, Inc. is hereby authorized.

Authorizing Person(s):

Signed

Name / Title

Date

Signed

Name / Title

Date

Signed

Name / Title

Date

BOLTON & MENK
Real People. Real Solutions.

2035 County Road D East
Maplewood, MN 55109-5314

Ph: (651) 704-9970
Fax: (651) 704-9971
Bolton-Menk.com

MEMORANDUM

Date: September 30, 2016

To: Kenyon City Council
City Administrator Mark Vahlsing

From: City Engineer Joe Rhein

Subject: Bergen Circle Drainage

Background

At their meeting of August 10th the City Council requested an investigation be done with regard to the drainage of the curb cuts in Bergen Circle. The primary questions to be looked into included:

- What area is contributing to the runoff flowing through the two curb cuts?
- What is the composition of the drainage area between City and private property?
- What percentage of the runoff goes through each curb cut?
- Where does the water flow downstream of the curb cuts?

Per City Council direction, during the week of August 22nd we performed a field review of the area. Detailed topographic survey of the area was begun the week of August 29th, and was completed during the week of September 12th.

The data collected from those activities has been reviewed and analyzed, and the findings are presented in this memo.

Drainage Area

Figure 1 included with this memo shows a larger scale view of the area around Bergen Street and Bergen Circle. Contours shown on Figure 1 beyond the limits of our survey were obtained from LiDAR data. The general drainage patterns indicated by the LiDAR contours are illustrated by the drainage arrows shown on the Figure.

Figure 2 included with this memo shows the immediate area around Bergen Circle. Based on our field review and the information from our survey, the boundary of the watershed draining to each curb cut has been identified. Each watershed has been further broken down into hard surface and green space, as well as by area within the public right-of-way and area within private property. The breakdown of the watershed area is illustrated as well as listed in tabular form on Figure 2.

Observations from Figure 2 include:

- The total drainage area contributing to both curb cuts is 0.67 acres.
    - Overall, there are approximately equal areas of public right-of-way (0.34 acres) and private area (0.33 acres) contributing flow to the curb cuts.
- The north curb cut has a larger drainage area, with 0.44 acres, compared to 0.23 acres for the south curb cut.
- The drainage area for the north curb cut is approximately 62% private area, and 38% public right-of-way.
- The drainage area for the south curb cut is approximately 75% public right-of-way, and 25% private area.

Drainage Characteristics

Based on the drainage areas identified, we applied standard storm sewer design methodology to estimate peak flows that could be expected to be discharged through each curb cut for the 2, 10, and 100-year events. For each event, we also calculated the peak depth of water expected to be flowing across each curb cut.

The analysis results are shown in the table on Figure 1. Observations from this analysis:

- Approximately 65% of the total runoff flows through the north curb cut, with approximately 35% through the south curb cut.
- Peak flow rates range from 0.84 cfs (cubic feet / second) for the south curb cut in the 2-year event, to 3.73 cfs for the north curb cut in the 100-year event.
- Peak flow depths range from approximately 1-1/2" to 5-1/2".

Drainage Flow Patterns

Figure 3 shows the existing contours in the area downstream of the curb cuts. These contours have been generated based on the survey data collected in August and September. On Figure 3 it has been indicated where flow paths for the water are more and less well defined. Observations from Figure 3:

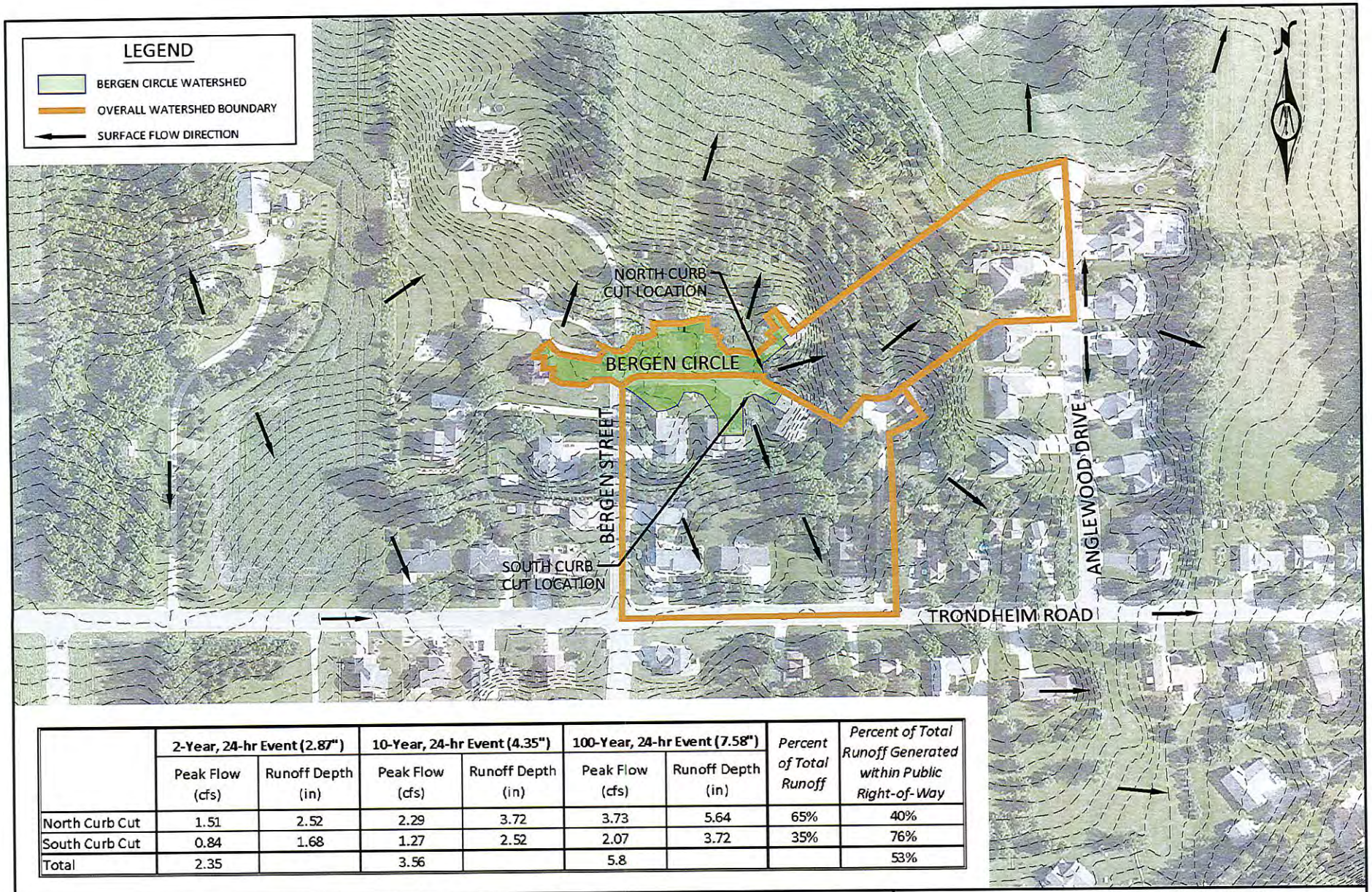
- Flow from the north curb cut generally drains to the east / northeast. This is also shown on Figure 1.
- Flow from the south curb cut generally drains to the south / southeast. This is also shown on Figure 1.
- North curb cut:
    - Flow path is well-defined for approximately 55-feet downstream of the curb cut. At that point, the flow path becomes less well defined for about 40-feet, before becoming more defined again and directing water to the northeast.
- South curb cut:
    - Flow path is well-defined for approximately 75-feet downstream of the curb cut. At that point the flow path becomes less well-defined, with flow generally flowing south and southeast.

Conclusions

Based on our field review, survey, and analysis we offer the following conclusions on the drainage in Bergen Circle:

- The high point of Bergen Circle found by our survey is consistent with the 1999 construction plan.
- We found no information inconsistent with the 1999 construction plan.
- The drainage areas contributing flow to each curb cut are of reasonable size.
- The peak flows calculated for each event at each curb cut are well within acceptable levels for a typical residential street. For reference, a single catch basin structure is usually able to accommodate up to 5 cfs flow. The highest flow found in this analysis was 3.73 cfs.
- The peak runoff depths at the curb cuts are considered reasonable as well, being on the order of 1-1/2" to 2-1/2" for small storms and 4" to 6" for large storms. These depths would not be considered excessive from a drainage analysis perspective.
- The contours found from the survey indicate the flow path downstream of the north cub cut would direct runoff from that curb cut well north of the house and driveway of 316 Trondheim Road.
- The areas of 'undefined flow path' as indicated on Figure 3 are areas where the water could spread, covering a larger surface area.
- Based on this investigation, no evidence was found that water is being directed towards the structures on the properties at 316 and 318 Trondheim Road. However, there is no evidence water is being specifically directed away from the structures either.
- Based on this investigation, it appears the runoff from Bergen Circle and drainage through the curb cuts is within typical expected levels for a residential street of this type, and it appears the drainage system is functioning generally in accordance with the 1999 construction plan.

We will be present at the City Council meeting on October 11th to review this information. If discussion is desired in advance of the meeting, please contact me at 651-968-7384 or at joerh@bolton-menk.com.



	2-Year, 24-hr Event (2.87")		10-Year, 24-hr Event (4.35")		100-Year, 24-hr Event (7.58")		*Percent of Total Runoff*	*Percent of Total Runoff Generated within Public Right-of-Way*
	Peak Flow (cfs)	Runoff Depth (in)	Peak Flow (cfs)	Runoff Depth (in)	Peak Flow (cfs)	Runoff Depth (in)		
North Curb Cut	1.51	2.52	2.29	3.72	3.73	5.64	65%	40%
South Curb Cut	0.84	1.68	1.27	2.52	2.07	3.72	35%	76%
Total	2.35		3.56		5.8			53%

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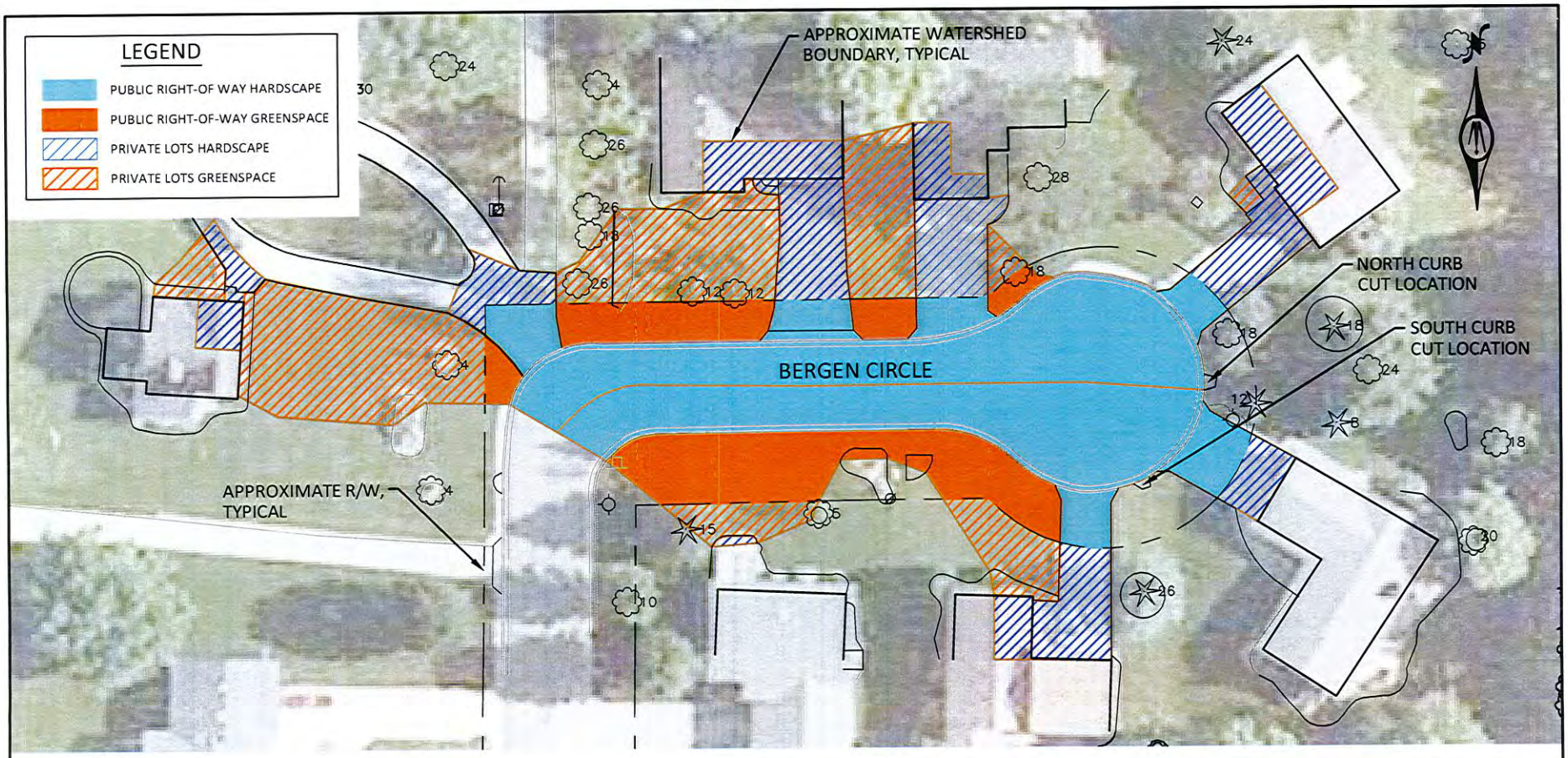
BOLTON & MENK

2900 43RD STREET NW, SUITE 100
ROCHESTER, MINNESOTA 55901
Phone: (507) 208-4332
Email: Rochester@bolton-menk.com
www.bolton-menk.com

CITY OF KENYON, MINNESOTA
BERGEN CIRCLE
OVERALL WATERSHED BOUNDARY

SEPTEMBER, 2016

FIGURE NO. 1



	North Curb Cut						South Curb Cut						Total	
	Hardscape		*Greenscape*		*Total*		*Hardscape*		*Greenscape*		*Total*			
	Area (Acre)	Percent of Total Watershed	Area (Acre)	Percent of Total Watershed	Area (Acre)	Percent of Total Watershed	Area (Acre)	Percent of Total Watershed	Area (Acre)	Percent of Total Watershed	Area (Acre)	Percent of Total Watershed	Area (Acre)	Percent of Total Watershed
Public Right-of-Way	0.133	19.9%	0.034	5.1%	0.167	25.0%	0.112	16.7%	0.061	9.1%	0.173	25.9%	0.34	50.8%
Private Lots	0.114	17.0%	0.156	23.3%	0.270	40.4%	0.033	4.9%	0.026	3.9%	0.059	8.8%	0.33	49.2%
Total Composition	**0.25**	**36.9%**	**0.19**	**28.4%**	**0.44**	**65.3%**	**0.15**	**21.7%**	**0.09**	**13.0%**	**0.23**	**34.7%**	**0.67**	**100.0%**

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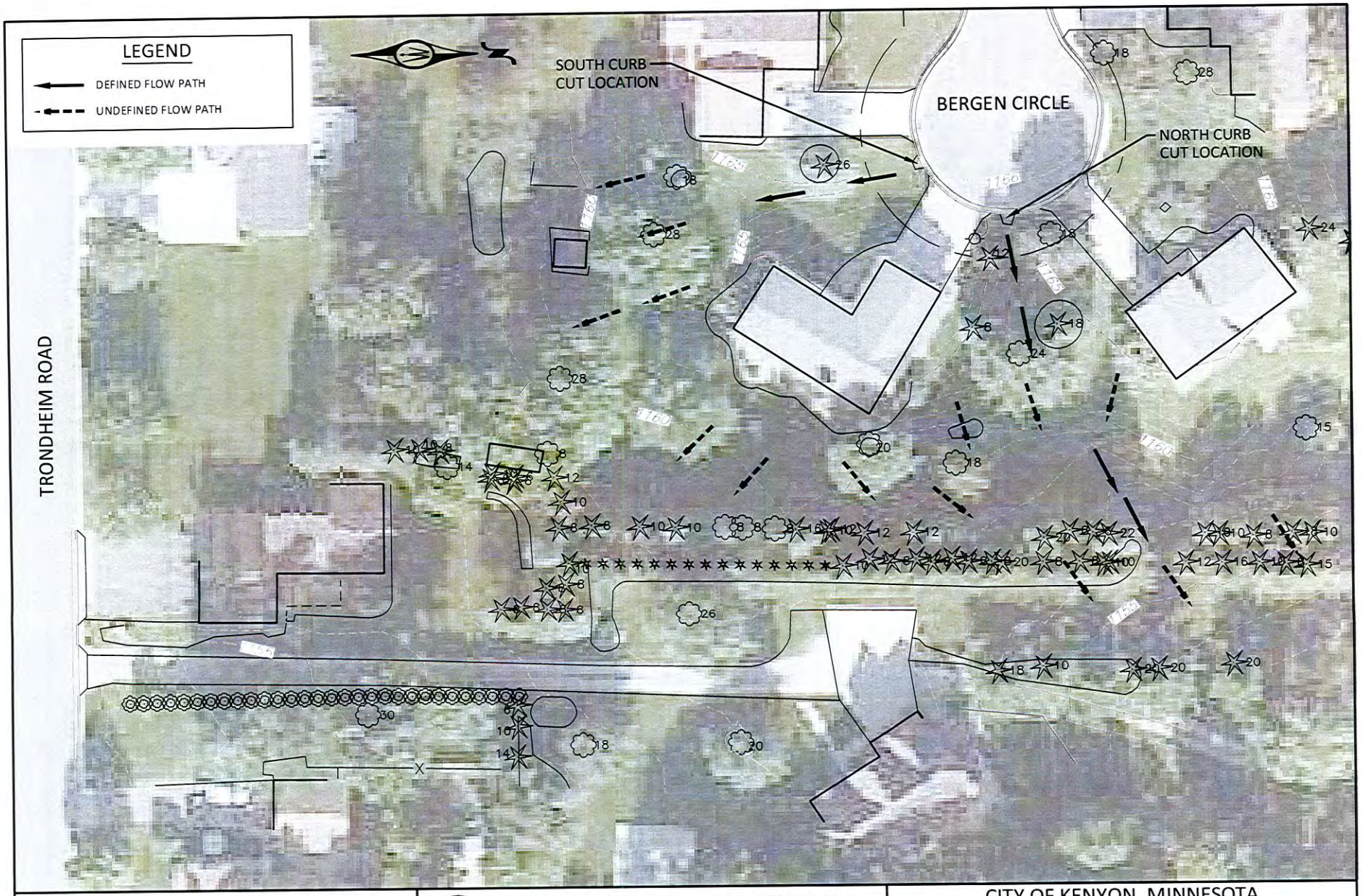
BOLTON & MENK
2900 43RD STREET NW, SUITE 100
ROCHESTER, MINNESOTA 55901
Phone: (507) 208-4332
Email: Rochester@bolton-menk.com
www.bolton-menk.com

CITY OF KENYON, MINNESOTA
BERGEN CIRCLE
DRAINAGE ANALYSIS

SEPTEMBER, 2016

FIGURE NO. 2



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BOLTON & MENK
2900 43RD STREET NW, SUITE 100
ROCHESTER, MINNESOTA 55901
Phone: (507) 208-4332
Email: Rochester@bolton-menk.com
www.bolton-menk.com

CITY OF KENYON, MINNESOTA
BERGEN CIRCLE
DRAINAGE ANALYSIS

SEPTEMBER, 2016

FIGURE NO. 3

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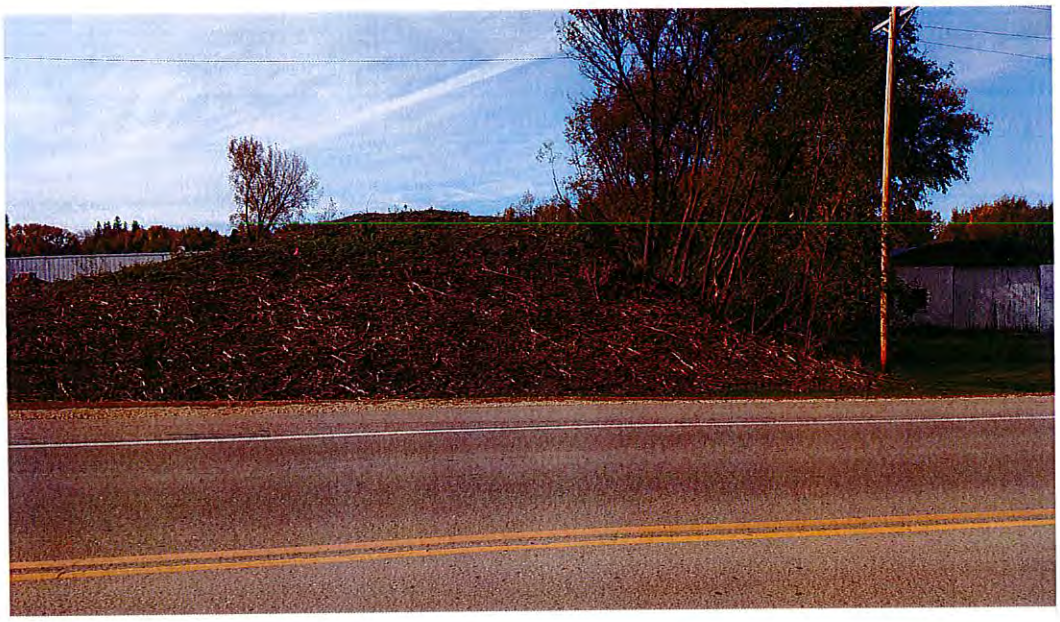
Former Trestle Site