



CITY COUNCIL MEETING AGENDA

Tuesday, October 15, 2024 at 7:00 PM

Baxter City Hall, 13190 Memorywood Drive, Baxter, MN

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

ADDITIONS OR CHANGES TO THE AGENDA

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

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

1. Approve City Council Work Session Minutes from October 1, 2024
2. Approve City Council Minutes from October 1, 2024
3. Approve the Payment of Bills and Finance Report (Addendum A)
4. Accept the Utilities Commission Minutes from October 2, 2024
5. Approve ASTECH Pay Estimate No. 2 in the amount of \$94,028.91 for the 2024 Micro Surfacing Project
6. Accept the 2024 Water CAMP Report
7. Approve the Thein Well Company Change Order No. 2 in the Increased Amount of \$7,450.50 for the 2024 Well Rehabilitation Project
8. Approve the Traut Companies Change Order No. 1 in the Increased Amount of \$23,492.50 for Additional Well Exploration Services related to the 2024 Well Replacement Exploration
9. Approve the Anderson Brothers Construction Company of Brainerd, LLC Partial Pay Estimate No. 11 in the amount of \$99,923.35 for the 2023 Commercial and Residential Full Depth Reclamation and Quiet Zone Improvements Project
10. Approve the RL Larson Excavating, Inc. Change Order No. 6 in the increased amount of \$19,162.66 and extend the Final Completion Date to July 11, 2025 for the 2024 South Forestview Improvements Project, Municipal Project No. 4138

- [11.](#) Approve RL Larson Excavating, Inc Partial Pay Estimate No. 6 in the amount of \$698,703.87 for the 2024 South Forestview Area Improvements Project, Municipal Project No. 4138
- [12.](#) Approve the Knife River Corporation – North Central Change Order No. 5 in the Increased Amount of \$27,290.39 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project, Municipal Project Number 4424
- [13.](#) Approve the Knife River Corporation – North Central Partial Pay Estimate No. 5 in the amount of \$777,280.94 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project, Municipal Project Number 4424
- [14.](#) Approve the Wideth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$9,950 for the 2028 Olivewood Drive, Jadewood Drive and Jewelwood Drive Area Improvements Feasibility Report
- [15.](#) Approve the Wideth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$8,500 for the 2030 Welton Road Area Improvements Feasibility Report
- [16.](#) Adopt Resolution No. 2024-082 to Enter into the Cooperative Construction Agreement with MnDOT and City of Baxter and Crow Wing County for SP 1805-81
- [17.](#) Approve the Trade-ins of 2005 Toro 3500-D Groundmaster and 2003 John Deere 1445 Mowers and Purchase of the 2023 John Deere Z950M Mower from Midwest Machinery Co.
- [18.](#) Adopt Resolutions 2024-085 & 2024-086 Approving the Reassessment of PID 40070529 and a Compromise Agreement / Settlement Stipulation between Baxter PS 2016 LLC and the City related to the 2024 Mill & Overlay and Full Depth Reclamation and Reconstruction Improvements Project, Municipal Project Number 4424
- [19.](#) Accept Planning Zoning Commission Minutes from October 8, 2024
- [20.](#) Accept Donation from the Greater Lakes Association of Realtors for a Community Entrance Kiosk Map on Paris Road
- [21.](#) Adopt Ordinance 2024-015 and Resolutions 2024-083 and 2024-084 approving a Zoning Ordinance Text Amendment to allow columbaria as a conditional use accessory to a religious institution and a conditional use permit to allow a columbarium at 6190 Fairview Road
- [22.](#) Authorize Contract Execution for Employee Dental Insurance Renewal with Delta Dental Pathfinder 6 Plan
- [23.](#) Authorize Contract Execution of Lincoln Financial Life and Disability Insurance Coverage for Sourcewell Ancillary Programs
- [24.](#) Renew the Sourcewell Health Insurance Contract for 2025 with Blue Cross Blue Shield and Authorize Contract Execution
- [25.](#) Authorize Execution of a Contract with USICG (formerly Hildi Inc.) to Provide a Required Other Post-Employment Benefits Actuarial Valuation Study in Conjunction with GASB 75
- [26.](#) Adopt Resolution 2024-087 to Remove the Assessment on Parcel 40120511 of the 2024 Mill and Overlay and Full Depth Reclamation Project, City Project No. 4424

- [27.](#) Approve 2025 Delayed Payment of Tax on Special Assessments for Applicants with Eligible Hardships
- [28.](#) Approve Revision to the Hardship Deferral Criteria of the Special Assessment Policy
- [29.](#) Approve Conditional Hire of Dan Lasher as Patrol Officer
- [30.](#) Approve Conditional Hire of Justin Thesing as Patrol Officer

PULLED AGENDA ITEMS

OTHER BUSINESS

- [31.](#) Adopt Resolution No. 2024-080 Ordering Preparation of Report for the 2025 Commercial Full Depth Reclamation Improvements Project Municipal Project No. 4425
- [32.](#) Adopt Resolution No. 2024-081 Receiving Revised Feasibility Report and Calling the Improvement Hearing for the 2025 Commercial Full Depth Reclamation Improvements Project Municipal Project No. 4425

COUNCIL COMMENTS

- 33. Connie Lyscio
- 34. Zach Tabatt
- 35. Jeff Phillips
- 36. Mark Cross
- 37. Darrel Olson

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

ADJOURN



REQUEST FOR ACTION
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Administration

Agenda Item: Approve City Council Work Session Minutes from October 1, 2024

Approval Required: Simple Majority Vote

BACKGROUND

The meeting minutes from the October 1, 2024 city council work session have been prepared.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

Staff recommends the city council approve the meeting minutes.

COUNCIL ACTION REQUESTED

Motion to approve the city council work session minutes from October 1, 2024.



CITY COUNCIL WORK SESSION MINUTES

Item 1.

Tuesday, October 01, 2024 at 5:45 PM

Baxter City Hall, 13190 Memorywood Drive, Baxter, MN

CALL TO ORDER

Mayor Olson called the meeting to order at 5:45 p.m.

ROLL CALL

Mayor Darrel Olson and Council Members Zach Tabatt, Jeff Phillips, and Mark Cross were present. Council Member Connie Lyscio was absent.

City Administrator Brad Chapulis, Assistant City Administrator Kelly Steele, Police Chief Jim Exsted, Assistant Police Chief Matt Maier, and Public Works Director Trevor Walter were present.

BUSINESS ITEMS

1. Minnesota Department of Transportation TH 371 Corridor Study from Baxter to Nisswa Presentation

MnDOT representatives presented the geometric layout of the TH 371 Corridor Study from Baxter to Nisswa. The presentation included a brief description of the project and then reviewed concept alternatives of intersection improvements and local roadway improvements. The discussion included if certain improvements should be advanced to alleviate potential issues during the construction of the TH 371/210 interchange.

MnDOT representatives stated TH 371 could become an expressway. Council members questioned expressed concerns with the expressway concept and inquired if MnDOT could determine if survey's were completed by a local resident or a person passing through Baxter.

2. Lodging Tax Discussion

City Administrator Chapulis explained that the council previously discussed this agenda item and that there was an inquiry regarding the compliance of the state statute as it relates to the lodging tax. The city attorney has provided a legal option on the matter. Staff is seeking direction from the council on how they would like to move forward on the subject.

Council members discussed the different options, including if the city should hire an in-house marketing person, if Visit Brainerd has provided a marketing plan for city review, discussed the proposed resolution drafted by the city attorney designating Visit Brainerd to as the visitor's bureau, and if the city should continue partnering with Visit Brainerd for services.

City Administrator Chapulis will work with the city attorney and Visit Brainerd and bring something back to the council for further discussion.

ADJOURN

MOTION by Council Member Tabatt, seconded by Council Member Cross to adjourn at 6:56 p.m. Motion carried unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Kelly Steele
Assistant City Administrator



REQUEST FOR ACTION
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Administration

Agenda Item: Approve City Council Minutes from October 1, 2024

Approval Required: Simple Majority Vote

BACKGROUND

The meeting minutes from the October 1, 2024, City Council meeting have been prepared.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

Staff recommends the city council approve the meeting minutes.

COUNCIL ACTION REQUESTED

Motion to approve the City Council Minutes from October 1, 2024.



CITY COUNCIL MEETING MINUTES

Item 2.

Tuesday, October 01, 2024 at 7:00 PM

Baxter City Hall, 13190 Memorywood Drive, Baxter, MN

CALL TO ORDER

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

ROLL CALL

Mayor Darrel Olson and Council Members Zach Tabatt, Jeff Phillips, and Mark Cross were present. Council Member Connie Lyscio was absent.

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

PLEDGE OF ALLEGIANCE

All joined Mayor Olson in reciting the Pledge of Allegiance.

PRESENTATIONS

1. Lighthouse Beginnings / Open Arms Update
Scott Adkisson and Jesse Jones were in attendance. Mr. Adkisson provided an update on the organization since opening seven months ago. The organization has had over 4,000 visits. Mr. Adkisson thanked the Baxter police department for their assistance.

ADDITIONS OR CHANGES TO THE AGENDA

None.

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

None.

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

2. Approve City Council Work Session Minutes from September 17, 2024
3. Approve City Council Minutes from September 17, 2024
4. Approve the Payment of Bills and Finance Report (Addendum A)
5. Appoint Matt Maier to the Police Chief Position at Grade 22, Step 4 of the Non-Union Employee Schedule and Authorize Staff to Commence the Process to Fill the Assistant Police Chief Position

6. Elect Not to Waive the Monetary Limits on Municipal Tort Liability Established by State Statutes with the 2025 LMCIT Insurance Renewal
7. Schedule a Public Hearing for Certification of Delinquent Utility Bills, Invoices, and Abatements for Tuesday, November 19, 2024 at 7:00 p.m., or shortly thereafter
8. Approve a Joint Powers Agreement (JPA) with Minnesota BCA and the Minnesota Anti-Heroin Task Force
9. Award the Clearwater Road Dog Park Clearing and Grubbing Contract to Pratt's Affordable Excavating, Inc. for the Lump Sum Amount of \$28,000

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

PULLED AGENDA ITEMS

Council Member Tabatt asked to pull item 5, Appoint Matt Maier to the Police Chief Position at Grade 22, Step 4 of the Non-Union Employee Schedule and Authorize Staff to Commence the Process to Fill the Assistant Police Chief Position.

Council Member Tabatt thought it would be appropriate to pull this agenda item to thank Chief Exsted for his service and Assistant Chief Maier for stepping up to fill the chief position.

MOTION by Council Member Tabatt, seconded by Council Member Phillips to Appoint Matt Maier to the Police Chief Position at Grade 22, Step 4 of the Non-Union Employee Schedule and Authorize Staff to Commence the Process to Fill the Assistant Police Chief Position. Motion carried unanimously.

OTHER BUSINESS

None.

COUNCIL COMMENTS

10. Connie Lyscio – Absent.
11. Zach Tabatt – No comment.
12. Jeff Phillips – No comment.
13. Mark Cross - No comment.
14. Darrel Olson - No comment.

CITY ADMINISTRATOR'S REPORT

No report.

CITY ATTORNEY'S REPORT

No report.

ADJOURN

MOTION by Council Member Cross, seconded by Council Member Tabatt to adjourn at 7:13 p.m. Motion carried unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Kelly Steele
Assistant City Administrator



REQUEST FOR ACTION
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Finance

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

Approval Required: Simple Majority Vote

BACKGROUND

Attached is the September 17, 2024 Addendum A to approve checks 229118 through 229195, September and October ACH transactions, and September credit card transactions for the City of Baxter.

FINANCIAL IMPLICATIONS

Claims totaling \$2,479,908.90 on Addendum A will be paid.

STAFF RECOMMENDATIONS

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

COUNCIL ACTION REQUESTED

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

Accounts Payable

Blanket Voucher Approval Document

User: mkolas
 Printed: 10/08/2024 - 8:08AM
 Warrant Request Date: 10/15/2024
 DAC Fund:



Addendum A

Line	Claimant	Voucher No.	Amount
1	ACE HARDWARE	000229118	179.24
2	ALL STATE COMMUNICATIONS INC	000229119	1,100.00
3	ANDERSON BROTHERS CONSTRUCTION COMPANY	000229121	99,923.35
4	ANDERSON, KENDRA	000229120	66.78
5	ASPHALT SURFACE TECHNOLOGIES CORP	000229122	94,028.91
6	BARRICK, MELISSA	000229123	25.00
7	BRAINERD GENERAL RENTAL	000229124	738.10
8	BRAINERD LAKES SUNRISE ROTARY	000229125	131.00
9	BRAINERD TAXI LLC	000229126	2,120.00
10	BRAINERD TRUCK AND TRAILER LLC	000229127	3,507.62
11	BRENNY, JOHN	000229128	25.00
12	CALHOUN, TODD	000229129	25.00
13	CARLETON GILLEN, GWEN	000229130	75.00
14	CASEY'S MARKETING COMPANY INC	000229131	480.00
15	CCS CONTRACTING INC	000229132	247.60
16	CENTERPOINT ENERGY	000229133	38.54
17	CHRISTOFFERSON, JACK	000229134	75.00
18	CINTAS CORP	000229135	290.87
19	CREMERS, JOHN	000229136	25.00
20	CROW WING CO-OP POWER & LIGHT	000229137	100.00
21	CUT RIGHT LAWN CARE LLC	000229138	4,625.00
22	CWC - CROW WING COUNTY, LAND SERVICES	000229139	46.00
23	CWC SANITARY LANDFILL	000229140	13.00
24	EAST SIDE OIL COMPANIES INC	000229141	50.00
25	EBSO	000000000	92,354.24
26	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	000229142	132.92
27	ERICH, ROBERT	000229143	25.00
28	FEDERAL WITHHOLDING	000000000	31,957.91
29	FERGUSON WATERWORKS 2518	000229144	1,950.50
30	FRANCOTYP-POSTALIA INC	000229145	137.00
31	GOPHER STATE ONE CALL	000229146	261.90
32	HEARTLAND ANIMAL RESCUE TEAM	000229147	1,205.50
33	HILTNER, CHARLES	000229148	50.00
34	HOLDEN ELECTRIC COMPANY INC	000229149	547.75
35	HOLDERNESS, MARI	000229150	25.00
36	KELLERMAN, LARRY	000229151	75.00
37	KEN DENHARDT & ASSOCIATES INC	000229152	333.06
38	KINZEL, ROBERT	000229153	25.00
39	KNIFE RIVER CORP-NORTH CENTRAL REGION	000229154	777,280.94
40	LAKELAND VETERINARY HOSPITAL	000229155	49.00
41	LAKES AREA LOCK AND DOOR INC	000229156	65.00
42	LANDWERX LLC	000229157	3,365.00
43	LAW ENFORCEMENT LABOR SERVICES	000229158	916.50
44	LEGACY AUTOMOTIVE LLC	000229159	2,761.04

45	LEVANDER GILLEN & MILLER PA	000229160	3,343.25
46	M R SIGN CO INC	000229161	44.18
47	MADDEN GALANTER HANSEN LLP	000229162	1,223.87
48	MCCON BUILDING CORPORATION	000229163	49,125.00
49	MENCH, JAMES	000229164	7,960.00
50	MIDWEST MACHINERY COMPANY	000229165	9,732.01
51	MIKE'S TREE COMPANY LLC	000229166	2,348.00
52	MISSION SQUARE - ICMA 303264	000229167	200.00
53	MN DEFERRED COMP	000000000	6,982.58
54	MN WITHHOLDING	000000000	6,755.08
55	MOBILE MARINE AND CAR AUDIO LLC	000229168	750.95
56	MOTOROLA SOLUTIONS INC	000229169	2,980.80
57	NAPA AUTO PARTS - BAXTER	000229170	465.33
58	NORTHLAND FIRE PROTECTION	000229171	2,215.65
59	OSWALD, HOWARD	000229172	50.00
60	PENNINGTON, JOSHUA	000229173	25.00
61	PERA RETIREMENT	000000000	31,669.67
62	PIKE PLUMBING AND HEATING OF BRAINERD INC	000229174	720.00
63	QUALITY FLOW SYSTEMS INC	000229175	6,923.57
64	RAILROAD MANAGEMENT CO III LLC	000229176	1,475.72
65	REINALT-THOMAS CORPORATION	000229177	235.30
66	RG TITLE LLC	000229178	35.91
67	RL LARSON EXCAVATING INC	000229179	698,703.87
68	S&K OUTDOOR SERVICES	000229180	7,540.00
69	SCOTT, MITCHELL	000229181	25.00
70	SHI INTERNATIONAL CORP	000229182	26,183.82
71	SHORT ELLIOTT HENDRICKSON INC	000229183	73,759.61
72	SIGN SOLUTIONS USA LLC	000229184	1,848.58
73	STENBERG, DOUGLAS	000229185	75.00
74	STERICYCLE INC	000229186	39.88
75	SUN LIFE FINANCIAL	000229187	1,441.10
76	SUPERIOR CAPITAL HOLDINGS INC	000229188	8,266.00
77	TANNER NISSAN	000229189	24,925.00
78	TEAM LABORATORY CHEMICAL LLC	000229190	1,290.50
79	TIM THOMPSON PLUMBING LLC	000229191	379.00
80	VISIT BRAINERD	000229192	67,731.79
81	WRUCK SEWER AND PORTABLE RENTAL LLC	000229193	240.00
82	WSB & ASSOCIATES INC	000229194	13,332.75
83	YLNIEMI, ROCK	000229195	75.00

A/P Total: \$2,182,573.04

<u>ACH</u>			
84	Postalia	000000000	8.55
85	Payroll 20 Direct Deposit	000000000	108,591.76
86	Credit Card - September	000000000	188,735.55

ACH Total: \$297,335.86

Grand Total: \$2,479,908.90

Accounts Payable
Blanket Voucher Approval Document
September 2024 Credit Card Transactions
Warrant Request Date: 10/15/2024
User: jvacinek



Line	Claimant	Amount
1	Amazon	1,386.39
2	Americinn	257.68
3	Arrowwood Resort	272.46
4	BCA Training Education	(25.00)
5	Best Buy	125.94
6	Brainerd Public Utilities	154,115.92
7	Caseys	70.08
8	CDW Government	843.35
9	Coldspring	365.65
10	Column Public Notice	148.47
11	Crow Wing Power	23,827.92
12	Dell K-12/Govt	36.99
13	Delta Air	70.00
14	Do It Tennis	480.12
15	Doubletree	884.64
16	Holiday Stations	152.57
17	Home Depot	1,898.86
18	Menards	146.73
19	Microsoft	559.07
20	Most Dependable	213.50
21	Park Warehouse	1,050.87
22	Public Safety Store	13.32
23	Streicher's	79.99
24	Timeclock Schedulebase	10.00
25	TransUnion Risk and Alternative	75.00
26	Traffic Safety Warehouse	1,405.63
27	U of M Continuing Learning	35.00
28	U of M Soil Test Lab	40.00
29	UPS Store	194.40
	Grand Total	188,735.55



REQUEST FOR ACTION
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Accept the Utilities Commission Minutes from October 2, 2024

Approval Required: Simple Majority Vote

BACKGROU

The meeting minutes of the Utilities Commission Meeting from October 2, 2024 have been prepared and are ready for acceptance.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATIONS

Staff recommends acceptance of the Utilities Commission Minutes from October 2, 2024.

COUNCIL ACTION REQUESTED

MOTION to accept the Utilities Commission Minutes from October 2, 2024.



UTILITIES COMMISSION MINUTES

Wednesday, October 02, 2024 at 5:30 PM

Baxter City Hall, 13190 Memorywood Drive, Baxter, MN

CALL TO ORDER

The regular meeting of the Baxter Utilities Commission was called to order at 5:32 p.m. by Chairman Rock Yliniemi.

ROLL CALL

Members Present: Commissioner Douglas Stenberg, Jack Christofferson, John Brenny, Chairman Rock Yliniemi, and Council Liaison Mark Cross.

Members Absent: None.

Staff Present: Public Works Director/City Engineer Trevor Walter, Assistant City Engineer Trevor Thompson, and Administrative Assistant Dani Steininger.

Other Present: Bolton & Menk Consulting Engineer Bryan Drown, SEH Consulting Engineers Scott Hedlund, Neil Heinonen, Alex Voit, SEH Geologist Aaron Kutz, Widseth Consulting Engineer Alex Bitter.

CONSENT AGENDA

- 1. Accept the Utilities Commission Minutes from September 4, 2024**

MOTION by Commissioner Stenberg, seconded by Commissioner Brenny to approve the Utilities Commission minutes from September 4, 2024. Motion carried unanimously.

BUSINESS ITEMS

- 2. Pavement Management Plan - Micro Surfacing Program Review**

Bolton & Menk Consulting Engineer Drown gave a status update on the program. This is the first year that micro-surfacing is being done on mill and overlay or full depth reclamation roads as part of the Pavement Management Plan.

There is an opportunity to spread out the Pavement Management Plan from an eight-year rotation to a twelve-year rotation. This attributes to the City's reconstruction and use of C oil on roads instead of recycled asphalt pavement. C oil performs better in colder and hotter temperatures. There is not as much cracking at year eight and the roads look to have a longer life span.

Discussion:

Chairman Yliniemi inquired if low speeds are harder on roads than high speeds. Mr. Drown said that the slow turning at driveway causing scuffing, but yes that is true.

Assistant City Engineer Thompson added that during their annual review of the micro surfacing road segments, Inglewood and Clearwater look better than last year. Last year on Inglewood Drive there were what appeared to be little moisture spots, this year the moisture spots were not present. The

moisture spots were early indications of stripping on chip sealed roads in the past. City staff will continue to monitor annually to review the condition of the roads.

Public Works Director/City Engineer Walter added that in the chip sealing areas we start seeing stripping in year four. Right now, nothing is showing that micro surfacing is doing anything other than wearing like it is supposed to like a ware course.

Mr. Thompson mentioned that when staff looked at the Pavement Management Plan (PMP) in 2019 staff did not know what to expect with the micro surfacing, therefore a conservative approach was used which did not show the micro surfacing extending the life of the road. At year eight the PMP calls for micro surfacing, if this can be pushed to say year 12, it could allow for additional life from the road. There are road segments that were 17-18 years old that were micro surfaced in 2022 that seem to be holding up well. With the possibility of a twelve year rotation, it could potentially change the lifespan to become 25 years on commercial roads, 30 years on residential roads, and to see where the collector roads fall. Mr. Thompson stated that unfortunately, without knowing exactly how the micro surfacing will hold up, these are the items staff is monitoring and evaluating to try and be the most fiscally responsible with PMP. The Pavement Management Plan ties into CIP discussion and budgeting.

3. 2024 Micro Surfacing Project Update

There was no new information or questions from the commission or the public.

4. Approve ASTECH Pay Estimate No. 2 in the amount of \$94,028.91 for the 2024 Micro Surfacing Project

Bolton & Menk Consulting Engineer Drown reviewed ASTECH Partial Pay Estimate No. 2 in the amount of \$94,028.91 for the 2024 Micro Surfacing Project. He notified the commissioners that City staff will be attending the final walkthrough next Monday, October 7th.

The contractor has earned \$601,188.26 to date, which represents 99% of the contract's value. The payment includes the cost of unit price work completed through September 13, 2024. In accordance with the agreement as the project is Substantially Complete the amount retained has been reduced to 2.5%. The 2.5% retainage equals \$15,029.71. The amount retained equals 250% of the shouldering items which have not been finally accepted. Previous payments to the contractor equal \$492,129.64, which results in a payment of \$94,028.91. Mr. Drown has no concerns with Pay Estimate No. 2 and recommends approval.

MOTION by Commissioner Brenny, seconded by Commissioner Stenberg approve the ASTECH Partial Pay Estimate No. 2 in the amount of \$94,028.91 for the 2024 Micro Surfacing Project. Motion carried unanimously.

5. Accept the 2024 Water CAMP Report

SEH Consulting Engineer Heinonen reviewed the 2024 Water CAMP Report.

Work related to the 2024 Water System CAMP Update has been initiated. SEH met with City staff, and they assisted in gathering information for updates made in the last year to the wells, water treatment plant, water towers, and interconnect building. In 2025 there will be a formal update to keep everything current every year, add new assets, and make changes to existing assets.

MOTION by Commissioner Stenberg, seconded by Commissioner Christofferson to accept the 2024 Water CAMP Report. Motion carried unanimously.

6. 2024 Well Rehabilitation Project Update

There was no new information or questions from the commission or the public.

7. Approve the Thein Well Company Change Order No. 2 in the Increased Amount of \$7,450.50 for the 2024 Well Rehabilitation Project

SEH Consulting Engineer Heinonen reviewed Thein Well Company Change Order No. 2 in the Increased Amount of \$7,450.50 for the 2024 Well Rehabilitation Project.

Prior to the rehabilitation work for Well No. 4 commencing, SEH consulted with Johnson Screens which recommended adding Nu-Well 400 to the chemical mixture specified for the well rehabilitation. During the rehabilitation of Well No. 4, it was determined that the drop pipe connecting the submersible pump to the pitless adapter was corroded and had damaged threads, requiring replacement. Staff approved both changes to keep work progress moving.

Change Order 2 is being presented in the amount of \$7,450.50 with no change in contract time for the use of Nu-Well 400 and replacement of the drop pipe in Well No. 4. Change Order 2 increases the total contract price from \$150,891.00 to \$158,341.50. Mr. Heinonen has no concerns with Change Order No. 2 and recommends approval.

MOTION by Commissioner Christofferson, seconded by Commissioner Brenny to approve the Thein Well Company Change Order No. 2 in the increased amount of \$7,450.50 for the 2024 Well Rehabilitation Project. Motion carried unanimously.

8. 2024 Well Replacement Exploration

SEH Consulting Engineer/Geologist Kutz gave a presentation explaining the exploration for replacement wells.

The Existing Wellfield Evaluation Report provided to City Staff on May 1, 2024, recommended the replacement of two wells in the existing wellfield but with sufficient separation to reduce the potential of interference and minimize precipitates from forming in the aquifer. On June 18, 2024, SEH was hired to move forward with exploration of the existing wellfield aquifer for the potential installation of replacement wells on the eastern side of the water treatment plant parcel.

Task 1 (Completed): Following a bidding process, an Agreement with the low bidder, Traut Companies, was approved by City Council on August 7, 2024, for services that included the use of sonic drilling techniques to complete two soil borings and installation of two observations wells. Drilling services oversight and borehole logging will be completed by an SEH geologist to potentially speed up aquifer assessment and the well design process.

Task 2 (Pending): Based on Traut's current drilling schedule, drilling activities are scheduled to begin on September 30 with drilling anticipated to about last 5 to 7 days. Upon completion of the drilling program consisting of exploratory soil borings, test pumping using temporary screens, and installation of observations wells, additional services include water quality sampling of the

observation wells and temporary installation of transducers (minimum of two weeks) to allow remote monitoring to aid in the evaluation of aquifer conditions with current pumping by existing water supply wells.

Task 3 (Pending): A preliminary report is anticipated for later in October 2024 following completion of field tasks, and all drilling and laboratory results are available. The final report will be presented to the Utilities Commission in November.

The first test well location has been completed. It is called MW-1 (Monitoring Well-1) and located is in the back NE area in the storage yard at the Baxter Public Works Facility. The second EB-2/MW-2 (Exploration Boring) location was a following up boring after the first one was completed. This one is located south of MW-1.

MW-1 is a good test well as it hit bedrock at 137 ft. bgs. While EB-2/MW-2 hit bedrock at 122 ft. bgs., and this is not a viable option to be a monitoring well. At 85' the ground material transitions to tight compacted clay and cobble that does not let water pass through. It is believed that a possible glacial till ridge has been formed South of MW-1 this is separating the out washed sand and making the ground harder sooner.

There are two more areas that may have possible monitoring wells. The first is NE of MW-1 across Jasperwood Drive on City property, now called EB/MW-3. The second is between the existing well field and MW-1 just east of the rapid infiltration basin drying pad. It has been verified that these locations do not have utilities in the area.

Discussion:

Commissioner Brenny asked Mr. Kutz why they did not do a pump test on MW-2 and Mr. Kutz said that the boring did not show favorable conditions due to hitting bedrock at 122 feet and only having a small sand layer to pull water from. Mr. Kutz said there is sand above the confined clay layer however you start getting concerned about draw down depths and introducing oxygen into the aquifer. The decision was made because every pump test costs \$6,600.00.

Chairman Yliniemi inquired if clay would start to pull through screens and affecting the ability of water well with these clay particles and resulting in issues. Mr. Kutz said that over time you would pull some particles out of the well, but you could design the well and screen to prevent that.

Council Liaison Cross asked if there is any advantage to getting over the possible glacial till ridge and getting into another confinement of water to the southeast. Kutz said they looked into it and in their initial report there is not any city owned property on the south side of Mapleton Road.

Commissioner Brenny asked Mr. Kutz where the majority of water comes from the top or bottom of the water table. Mr. Kutz informed him that the water gets pulled in from the bottom.

9. Approve the Traut Companies Change Order No. 1 in the increased amount of \$23,492.50 for additional Well Exploration Services related to the 2024 Well Replacement Exploration

SEH Consulting Geologist Kutz and Engineer Heinonen reviewed the Traut Companies Change Order No. 1 in the increased amount of \$23,492.50 for additional Well Exploration Services related to the 2024 Well Replacement Exploration.

During drilling exploration, a layer of unexpected clay material was encountered in one of the test well locations. The Consultant and City Staff agreed that this location would not be desirable for a production well. An alternate location was reviewed, and this Change Order includes the cost to drill an additional test well and to provide an additional monitoring well.

Mr. Heinonen has no concerns with Change Order No. 2 and recommends approval.

Public Works Director/City Engineer Walter noted that on the financial implication that there will be additional engineering fees. There will be a contract amendment coming and it is estimated at about \$8,000.00. The change order will require an estimated \$31,492.50 total budget amendment that will be coming with the SEH contract amendment in November.

MOTION by Commissioner Stenberg, seconded by Commissioner Christofferson to approve the Traut Companies Change Order No. 1 in the increased amount of \$23,492.50 for additional Well Exploration Services related to the 2024 Well Replacement Exploration.

10. 2023 Commercial and Residential Full Depth Reclamation and Quiet Zone Improvements Project – Monthly Update

SEH Consulting Engineer Voit informed the commissioners that the meeting with MnDOT and DNR is scheduled for Thursday, October 10th.

11. Approve the Anderson Brothers Construction Company of Brainerd, LLC Partial Pay Estimate No. 11 in the amount of \$99,923.35 for the 2023 Commercial and Residential Full Depth Reclamation and Quiet Zone Improvements Project

SEH Consulting Engineer Voit reviewed Anderson Brothers Construction Company of Brainerd, LLC Partial Pay Estimate No. 11 in the amount of \$99,923.35 for the 2023 Commercial and Residential Full Depth Reclamation and Quiet Zone Improvements Project.

Application for Payment No. 11 is for storm sewer lining related to Change Order #5 and concrete median work on the Quiet Zone portion of the project related to Change Order #9. Project retainage is being held at 1%. Mr. Voit has no concerns with the Partial Pay Estimate No. 11 and recommends approval.

Public Works Director/City Engineer Walter asked Mr. Voit if this project will be completed by December 31st, 2024. Mr. Voit said there is a chance, they are held up by some signage and mailbox supports. SEH Consultant Engineer Hedlund said they will be submitting the Notice of Establishment to the FRA and if they find deficiencies then the project would likely not be completed by December 31st.

MOTION by Commissioner Stenberg, seconded by Commissioner Christofferson to approve the Anderson Brothers Construction Company of Brainerd, LLC Partial Pay Estimate No. 11 in the amount of \$99,923.35 for the 2023 Commercial and Residential Full Depth Reclamation and Quiet Zone Improvements Project. Motion carried unanimously.

12. 2024 South Forestview Improvements Project Monthly Update

There was no new information or questions from the commission or the public.

13. Approve the RL Larson Excavating, Inc. Change Order No. 6 in the increased amount of \$19,162.66 for the 2024 South Forestview Improvements Project, Municipal Project No. 4138

SEH Consulting Engineer Hedlund reviewed RL Larson Excavating, Inc. Change Order No. 6 in the increased amount of \$19,162.66 for the 2024 South Forestview Improvements Project.

Added Work Items of Change Order No. 6:

- Stump removal in various areas of the project utilizing a different method than included with the contractor's bid. This change order includes labor and material for the requested method of stump removal.
- Clearing and grubbing operations along the pedestrian trail corridor.
- Additional mobilization charge for turf restoration .
- Additional grading on a pedestrian trail along Riverwood Road to meet running slope constraints per the Americans with Disabilities Act (ADA).
- Additional grading and topsoil placement outside of project limits in order to meet requirements of the general storm water permit.
- Modifications to contract quantities and additional varieties of plants. This has saved \$18,000.00 in project costs.
- During review of contract completion dates it was evident that sufficient time was not provided for the Contractor to complete turf restoration following wear course paving. The original final competition date of June 13th, 2025 has been pushed to July 11th, 2025. City staff requested that topsoil remain lower over the winter months adjacent to roadway edges and additional cautionary signage be installed.

Mr. Hedlund has no concerns with Change Order No. 6 and recommends approval.

Public Works Director/City Engineer Walter stated that the change in completion date should have been added to the motion since it is a contract amendment as well.

MOTION by Commissioner Stenberg, seconded by Commissioner Christofferson to approve the RL Larson Excavating, Inc. Change Order No. 6 in the increased amount of \$19,162.66 for the 2024 South Forestview Improvements Project pending the final completion date be changed from June 13th, 2025 to July 11th, 2025.

14. Approve RL Larson Excavating, Inc Partial Pay Estimate No. 6 in the amount of \$698,703.87 for the 2024 South Forestview Area Improvements Project, Municipal Project No. 4138

SEH Consulting Engineer Hedlund reviewed RL Larson Excavating, Inc Partial Pay Estimate No. 6 in the amount of \$698,703.87 for the 2024 South Forestview Area Improvements Project.

Partial Pay Estimate No. 6 is for work completed through September 13, 2024. The work included with this payment is for excavation, embankment, roadway and driveway paving, concrete flat work, mailboxes, turf establishment, and utility construction items.

The Contractor has earned \$4,859,686.62 to date, which represents approximately 79.4% of the contract value. Per the contract, 5% is being retained. The summary below notes the amount due and the amount compensated with previous payments.

Summary:

- Gross Amount Due: \$4,859,686.62
- Less 5% Retainage: \$242,984.33
- Amount Eligible for Payment to Date: \$4,616,702.29
- Less Previous Payments: \$3,917,998.42
- Amount Due with Application for Payment No. 6 \$698,703.87

Mr. Hedlund has no concerns with Partial Pay Estimate No. 6 and recommends approval.

MOTION by Commissioner Christofferson, seconded by Commissioner Brenny to approve the RL Larson Excavating, Inc. Partial Pay Estimate No. 6 in the amount of \$698,703.87 for the 2024 South Forestview Area Improvements Project.

15. 2024 Mill & Overlay and Full Depth Reclamation Improvements Project Monthly Update

Widseth Consulting Engineer Bitter informed the commissioners the final walkthroughs are taking place and everything is almost done.

16. Approve the Knife River Corporation – North Central Change Order No. 5 in the Increased Amount of \$27,290.39 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project, Municipal Project Number 4424

Widseth Consulting Engineer Bitter reviewed the Knife River Corporation – North Central Change Order No. 5 in the Increased Amount of \$27,290.39 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project.

Change Order No. 5 includes:

- 1.** During construction, it was found that four storm sewer structures were leaking at the seam of the structure and the lid. In order to replace the seals at this joint, the contractor needed to be able to lift the lids off. The existing lids did not have the lift points. The cost associated with this item is the contractor installing lift points on the existing lids and the materials to seal the joint.
- 2.** During the sub cut on the Edgewood Drive, it was found that the water table was near the final subgrade elevation. This is a significant impact on the strength of the roadway. Road fabric was installed to help improve the strength of the road and the cost associated with this item if the materials and installation of the fabric.
- 3.** At the start of the project, it was estimated that \$50,000 could possibly be spent on irrigation sprinkler repair. This number has been exceeded as the contractor continues to make repairs on the system. The Change Order includes \$14,511.00 over the updated \$52,870 allowance so far. Each month, as repairs are being made, we will continue to update the budget with a change order. An estimated cost for additional sprinkler repair is taken into account for the remaining contingencies.

The \$27,290.39 change order increases the total contract price from \$3,938,520.31 to \$3,965,810.70. The overall project budget is \$5,030,467.01 which was set at the assessment hearing. Widseth updates the project budget with each pay estimate. With the projected overruns and underruns, there are no remaining contingencies in the project budget. This is based on a change order that are currently being reviewed. Estimated costs have been inserted into the final budget but we will not

have a final cost in the final budget until the final negotiations have been completed. This also does not include the possible increase in the engineering contract or additional turf establishment in 2025.

Mr. Bitter has no concerns with Change Order No. 5 and recommends approval.

Discussion:

Mr. Bitter stated that the contractor for the project was being careful regarding sprinklers. Mr. Bitter and the contractor had many conversations about how they are going about exposing sprinklers, and which ones were hit and need to be repaired. There will be another item in the next change order requesting more sprinkler repair refunds and that it hopefully should be the last one.

Commissioner Christofferson asked Mr. Bitter if before starting the project couldn't the owners of property in the construction area mark their irrigation system prior to this project?

Mr. Bitter said they do ask, and a lot of times it happens, but sometimes things still get hit or damaged from trying to dig them up. Knife River is careful about irrigations systems, it is the subcontractors that are less careful. The plan could be to possibly do something in the future to minimize those damages and make the repairs incidental to work adjacent, but the cost is going to be there either way with that option.

Public Works Director/City Engineer Walter discussed that in the future it could be added to the contract that the City pays labor hours to dig up and layout irrigation systems from the very beginning before curb work. It is tough to do this because between different managers of stores not knowing the irrigation system to new homeowners that are not familiar because they did not put them in initially.

Mr. Bitter said for previous projects they give a general estimated allowance for irrigation repairs and complete the repairs as the project continues. This estimated number is hard to come up with because all irrigation systems can be different, and it is encouraged to have them in the road right-of-way to keep everything in the City consistent.

Assistant City Engineer Thompson asked Mr. Bitter if he knew the breakdown for how much was spent on commercial irrigation systems and how much on residential irrigations systems for this project. Mr. Bitter did not have the information on hand. Mr. Walter said it would be nice to have in the future for bidding allowances.

Commissioner Christofferson asked where the fabric portion of this project is laid down in the layers of material.

Mr. Bitter said it goes native material (subgrade of sand), fabric, reclaim material, and then final pavement. This fabric helps bridge soft material with being saturated and it helps keep the separation from sand and reclaim. So as the water table raises and lowers you don't have the sand and reclaim together which can lower its strength.

Chairman Yliniemi inquired if the ground is unstable. Mr. Bitter said the water table is high and the main issue they will be facing in the project.

Mr. Walter mentioned that another change order should be prepared for payment for pumping stormwater ponds in the area. Mr. Bitter continued that he needs to get the final invoice from Pratt's

Affordable Excavating for the temporary pumping down of the stormwater ponds. This was done to help lower the water table down for construction purposes.

MOTION by Commissioner Christofferson, seconded by Commissioner Stenberg to approve the Knife River Corporation – North Central Change Order No. 5 in the Increased Amount of \$27,290.39 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project.

17. Approve the Knife River Corporation – North Central Partial Pay Estimate No. 5 in the amount of \$777,280.94 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project, Municipal Project Number 4424

Widseth Consulting Engineer Bitter reviewed the Knife River Corporation – North Central Partial Pay Estimate No. 5 in the amount of \$777,280.94 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project.

The Contractor has earned \$3,063,336.24 to date which represents 77.2% contract value. In accordance with the agreement, 5% of the revised contract value (\$198,290.53) is being retained which results in a total payment of \$777,280.94. Mr. Bitter has no concerns with Partial Pay Estimate No. 5 and recommends approval.

Mr. Bitter informed the Utilities Commission and City staff present that the retainage is for some final paving and turf establishment. He continued that there are a few spots in paved areas where they noticed the final rubber tire roller is picking up some of the pavement because of the C oil that makes it really soft and sticky, so a rubber tire tends to pick up in some spots. The contractor will be back to smooth out those areas.

MOTION by Commissioner Brenny, seconded by Commissioner Christofferson to approve the Knife River Corporation – North Central Partial Pay Estimate No. 5 in the amount of \$777,280.94 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project.

18. 2025 Commercial Full Depth Reclamation Improvements Project, Municipal Project 4425 Monthly Project Update

Widseth Consulting Engineer Bitter gave a presentation and reviewed the 2025 Commercial Full Depth Reclamation Improvements Project. The project was put on a brief hold to allow City staff time to review the residential projects for the CIP. The decision was made to push the residential M&O and FDR roads back 1 year and the commercial project will stay on schedule. The residential roads for the 2025 project will be moving to 2026. The commercial roadways will be the only remaining project areas for the 2025 project. Widseth has finished updating the Feasibility Report to only include the Commercial Roadways. Since the project is only including commercial roads and there will not be able to mill & overlay, the project title is being updated. With updating the project title, it was thought to update the previous Resolution ordering the Report. A Resolution is also being proposed to receive the report and order the Improvement Hearing. The Improvement Hearing is tentatively scheduled for November 7th of 2024. The total estimated project costs is \$3,160,898.73 and the total estimated City cost summary is \$787,425.25 (25%).

Discussion:

Public Works Director/City Engineer Walter asked Mr. Bitter if catch basins will be rehabbed with new castings.

Mr. Bitter responded that all catch basins will be rehabbed along with select curb removal, as there are many catch basins that have sunken in. Curb will be replaced 10'-15' on each side with new castings except for Lake Forest Road. Lake Forest Road has different, none City standard castings that will be replaced with new ones, but retain the same different style.

Mr. Walter questioned if sanitary sewer repair costs are included and Mr. Bitter said they are in the project costs, but it needs to be reviewed if it is an assessable cost or not.

19. Adopt Resolution No. 2024-XXX Ordering Preparation of Report for the 2025 Commercial Full Depth Reclamation Improvements Project Municipal Project No. 4425

Widseth Consulting Engineer Bitter reviewed Resolution No. 2024-XXX Ordering Preparation of Report for the 2025 Commercial Full Depth Reclamation Improvements Project.

The City is planning improvements to the roadway corridors listed below in 2025. In accordance with the Minn. Stat. 429.031, a feasibility report must be prepared outlining the following:

- Whether the project is necessary
- Estimated project costs and proposed funding sources
- Whether the project is cost effective
- Other information as necessary for council consideration

The proposed project areas are as follows; Audubon Way, Edgewood Drive (North of Novotny Road to CSAH 77), Lake Forest Road and Whispering Woods Lane (west of Pearl Drive extending 175' to the east).

Mr. Bitter recommends adoption of Resolution No. 2024-XXX Ordering Preparation of Report for the 2025 Commercial Full Depth Reclamation Improvements Project.

MOTION by Commissioner Stenberg, seconded by Commissioner Brenny to adopt Resolution No. 2024-XXX Ordering Preparation of Report for the 2025 Commercial Full Depth Reclamation Improvements Project.

20. Adopt Resolution No. 2024-XXX Receiving Revised Feasibility Report and Calling the Improvement Hearing for the 2025 Commercial Full Depth Reclamation Improvements Project Municipal Project No. 4425

Widseth Consulting Engineer Bitter reviewed Resolution No. 2024-XXX Receiving Revised Feasibility Report and Calling the Improvement Hearing for the 2025 Commercial Full Depth Reclamation Improvements Project.

Roadways and Projects Reviewed in this Report Include:

- Audubon Way
- Edgewood Drive (north of Novotny Road)
- Lake Forest Road
- Whispering Woods Lane (west of Pearl Drive extending 175' to the east)

The report reviews existing conditions, proposes feasible improvements, estimates project costs, discusses project implementation, and presents conclusions and recommendations for the project areas as required by the Minnesota Chapter 429 assessment process.

The report will be utilized to prepare for the Improvement Hearing scheduled for 6:00 pm on November 7, 2024.

Mr. Bitter recommends adoption of Resolution No. 2024-XXX Receiving Revised Feasibility Report and Calling the Improvement Hearing for the 2025 Commercial Full Depth Reclamation Improvements Project.

MOTION by Commissioner Stenberg, seconded by Commissioner Christofferson to adopt Resolution No. 2024-XXX Receiving Revised Feasibility Report and Calling the Improvement Hearing for the 2025 Commercial Full Depth Reclamation Improvements Project.

21. Approve the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$9,950 for the 2028 Olivewood Drive, Jadewood Drive and Jewelwood Drive Area Improvements Feasibility Report

Widseth Consulting Engineer Bitter reviewed the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$9,950 for the 2028 Olivewood Drive, Jadewood Drive and Jewelwood Drive Area Improvements Feasibility Report.

Proposed improvements include gravity sanitary sewer, water distribution and rural roadway reconstruction.

Project Areas:

- Olivewood Drive
- Deerwood Road from Olivewood Drive to 600' east
- Woida Road from 200' west of Jewelwood Drive to Inglewood Drive
- Jewelwood Drive from Jadewood Drive to Woida Road
- Jadewood Drive

The above-referenced improvements are scheduled for completion in 2028 as part of the 2024 – 2033 Capital Improvements Plan. Widseth assisted the City with the original Feasibility Reports, which were completed in September 2006 and 2007.

This Report will combine the projects and build on prior completed work to determine estimated project costs and assessments for the project based on current practice. The Report will be suitable for use in a future Minnesota Chapter 429 assessment project with updates closer to project initialization.

Public Works Director/City Engineer Walter added that the last report was done in 2005. The policy has changed, so staff is trying to complete the CIP and update what the City costs are vs what is assess vs water costs, sewer costs, street costs, and storm water costs. Staff's goal is to get everything updated in order to put the CIP together to have the CIP in front of City Council by late winter or as early as January or February for more discussion that needs to happen.

MOTION by Commissioner Christofferson, seconded by Commissioner Stenberg to approve the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$9,950 for the 2028 Olivewood Drive, Jadewood Drive and Jewelwood Drive Area Improvements Feasibility Report.

22. Approve the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$8,500 for the 2030 Welton Road Area Improvements Feasibility Report

Widseth Consulting Engineer Bitter reviewed the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$8,500 for the 2030 Welton Road Area Improvements Feasibility Report.

Proposed improvements include installation of gravity sanitary sewer, water distribution and rural roadway reconstruction. The improvements are scheduled for completion in 2030 as part of the 2024-2033 Capital Improvements Plan.

Project Areas:

- Welton Road from Clearwater Road to 650' north of Ashley Road
- Ashley Road
- Baywood Road
- Black Oak Road
- Springwood Drive

Mr. Bitter recommends approval of the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$8,500 for the 2030 Welton Road Area Improvements Feasibility Report.

MOTION by Commissioner Stenberg, seconded by Commissioner Brenny to approve the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$8,500 for the 2030 Welton Road Area Improvements Feasibility Report.

23. Adopt Resolution 2024-XXX to Enter into the Cooperative Construction Agreement with MnDOT and City of Baxter and Crow Wing County for SP 1805-81

Assistant City Engineer Thompson reviewed the Resolution 2024-XXX to Enter into the Cooperative Construction Agreement with MnDOT and City of Baxter and Crow Wing County for SP 1805-81.

MnDOT will perform grading, bituminous surfacing, ADA improvements, signal, lighting, and TMS construction and other associated construction upon, along, and adjacent to Trunk Highway 210 from 1,400 feet west of Timberwood Drive to 520 feet west of Baxter Drive.

MnDOT is seeking approval from the City on the 'State of Minnesota Department of Transportation and City of Baxter and Crow Wing County Cooperative Construction Agreement'. According to the agreement, there are no construction cost responsibilities for the City however there will be maintenance responsibilities. The maintenance responsibilities are not changing from what is currently in place.

The City will have financial implications associated with the maintenance of the lighting (2 more streetlights), sidewalk (trail) and signal at CSAH 48. However, there are no immediate financial implications.

Mr. Thompson recommends adoption of Resolution 2024-XXX to Enter into the Cooperative Construction Agreement with MnDOT and City of Baxter and Crow Wing County for SP 1805-81.

MOTION by Commissioner Stenberg, seconded by Commissioner Brenny to adopt Resolution 2024-XXX to Enter into the Cooperative Construction Agreement with MnDOT and City of Baxter and Crow Wing County for SP 1805-81.

INFORMATIONAL ITEMS

24. 2022 Trunk Highway 210 & Inglewood Drive Railway Crossing Improvements Project Update - City of Baxter - Municipal Project No. 4121

There was no new information or questions from the commission or the public.

25. 2023 Cypress Drive and Douglas Fir Drive Improvements project – Monthly Update

There was no new information or questions from the commission or the public.

26. Camping World Site Redevelopment Traffic Impact Study - Monthly Update

There was no new information or questions from the commission or the public.

27. Whiskey Creek Stormwater Improvements Project Monthly Update

There was no new information or questions from the commission or the public.

28. Whiskey Creek Planting Plans Project Monthly Update

There was no new information or questions from the commission or the public.

29. 2024 Water System Hydraulic Model Update and Water System 20-Year Use Projections Project

There was no new information or questions from the commission or the public.

30. 2024 Preliminary Aquifer Evaluation Monthly Update

There was no new information or questions from the commission or the public.

31. Project Timber Wolf Project Monthly Update

There was no new information or questions from the commission or the public.

32. 2023 Knollwood Drive Improvements Project Monthly Update

There was no new information or questions from the commission or the public.

33. 2025 Design Road & TH 371 Stormwater Improvements Project Monthly Update

There was no new information or questions from the commission or the public.

34. 2026 Mill & Overlay, Full Depth Reclamation and Reconstruction Improvements, Project Monthly Update

There was no new information or questions from the commission or the public.

35. 2023 Novotny Road Improvements Project Monthly Update

There was no new information or questions from the commission or the public.

36. 2022 Full Depth Reclamation and Reconstruction Improvements Project Monthly Update

There was no new information or questions from the commission or the public.

37. Baxter 20-Year Public Works Facility Assessment Project Monthly Update

There was no new information or questions from the commission or the public.

38. 2023 Whiskey Creek Pedestrian Bridge Inspection Project Monthly Update

There was no new information or questions from the commission or the public.

39. Eagle Drive Area Improvements Project Monthly Update

There was no new information or questions from the commission or the public.

40. Assist City Staff with Assessing the Holiday Station Store Contamination at Excelsior and Hwy 371 Project Monthly Update

There was no new information or questions from the commission or the public.

41. Wellhead Protection Plan Part II Project Monthly Update

There was no new information or questions from the commission or the public.

ADJOURN

MOTION by Commissioner Stenberg, seconded by Commissioner Brenny to adjourn at 6:53 p.m. Motion carried unanimously.

Approved by:

Respectfully Submitted,

Rock Yliniemi
Chairman

Dani Steininger
Administrative Assistant



REQUEST FOR ACTION
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve ASTECH Pay Estimate No. 2 in the amount of \$94,028.91 for the 2024 Micro Surfacing Project

Approval Required: Simple Majority Vote

BACKGROUND

Pursuant to authority of the City Council and after proper legal advertisement, bids for the above referenced project were opened and read aloud at Baxter City Hall at 11:00 A.M. on Tuesday, February 13, 2024. The project consists of Fairview Road from west of Memorywood Drive to Inglewood Drive, Maplewood Drive, Kenwood Drive north of Sandstone Road, Kenwood Court, Glenwood Drive, Madeline Drive, John Street, Mary Street, and the Southdale neighborhood.

Two (2) bids were received from the companies listed below. Please refer to the attached Bid Abstract for a summary of the bids submitted.

Company	Bid
ASTECH Corporation	\$567,128.49
Fahrner Asphalt	\$572,580.10
Engineer's Estimate of Construction Cost	\$561,564.00

All bids conformed to the plans, specifications and advertisement and no mathematical errors were found in the submitted bids. The city council awarded ASTECH Corporation the construction contract on March 19, 2024. Contract documents have been finalized and signed by ASTECH Corporation and the City of Baxter.

A preconstruction meeting was held on July 23, 2024. ASTECH was on-site and completed the 2 layers of micro surfacing from August 1st to August 7th. After a curing period adjust manholes and gate valves, shouldering, and pavement markings is scheduled for the week of August 26th. The Project Completion date is August 30, 2024.

The plans and specifications call for restriping with paint. At the preconstruction meeting it was discussed that the bike lane striping and bike symbols on Fairview Road in front of the Early Childhood Learning Center is ground in wet reflective preformed tape. The ground in striping was completed on September 12th.

Article 15 of the Standard General Conditions of the Construction Contract outlines the process for making progress payments to the Contractor. Progress payments for unit price contracts are made based on the number of units completed during a pay period. The application is reviewed and approved by the Contractor and Engineer prior to submittal to the City for processing.

The contractor has earned \$601,188.26 to date, which represents 99% of the contract's value. The payment includes the cost of unit price work completed through September 13, 2024. In accordance with the agreement as the project is Substantially Complete the amount retained has been reduced to 2.5%. The 2.5% retainage equals \$15,029.71. The amount retained equals 250% of the shouldering items which have not been finally accepted. Previous payments to the contractor equal \$492,129.64, which results in a payment of \$94,028.91.

FINANCIAL IMPLICATIONS

The 2024 budget includes \$500,000 for the Micro Surfacing Project. The project budget was amended in April 2024 to \$605,128.49, which includes \$38,000 for Engineering and \$567,128.49 for Construction. Approving Change Order No. 1 increased the project budget by \$34,536.37 and amended the project budget to \$639,664.86.


The unit price work completed came in \$476.60 under the bid costs and the project is within the current budget of \$639,664.86.

STAFF RECOMMENDATIONS

The Utilities Commission and Staff have no concerns with the work completed this period and recommend making the progress payment as outlined in Partial Pay Estimate No. 2.

COUNCIL ACTION REQUESTED


MOTION to approve the ASTECH Partial Pay Estimate No. 2 in the amount of \$94,028.91 for the 2024 Micro Surfacing Project.

CONTRACTOR'S PAY REQUEST 2024 MICROSURFACING PROJECT CITY OF BAXTER, MN - BMI PROJECT NO. 0B1.132799	 BOLTON & MENK Real People. Real Solutions.	DISTRIBUTION:
		CONTRACTOR (1)
		OWNER (1)
		ENGINEER (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$601,664.86
TOTAL, COMPLETED WORK TO DATE		\$601,188.26
TOTAL, STORED MATERIALS TO DATE		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS		\$601,188.26
RETAINED PERCENTAGE (2.5%)		\$15,029.71
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$586,158.55
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$492,129.64
PAY CONTRACTOR AS ESTIMATE NO. 2		\$94,028.91


CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

SUBMITTED: ASTECH CORPORATION
 P.O. BOX 1025
 ST. CLOUD, MN 56302

BY: 
 Dale R Strandberg
 DATE: 09/23/2024

RECOMMENDED: BOLTON & MENK, INC.
 7656 DESIGN ROAD, SUITE 200
 BAXTER, MN 56425

BY: 
 Bryan G. Drown, P.E.
 DATE: 9/23/2024

APPROVED: CITY OF BAXTER
 P.O. BOX 2626
 BAXTER, MN 56425-2626

BY: _____
 Darrel Olson - Mayor
 DATE: _____

APPROVED: CITY OF BAXTER
 P.O. BOX 2626
 BAXTER, MN 56425-2626

BY: _____
 Kelly Steele - Asst. City Administrator
 DATE: _____

APPROVED: CITY OF BAXTER
 UTILITIES COMMISSION
 P.O. BOX 2626

BY: _____
 DATE: _____

Pay Request No.:

2

2024 MICROSURFACING PROJECT



Real People. Real Solutions.

CITY OF BAXTER, MN

BMI PROJECT NO. 0B1.132799

WORK COMPLETED THROUGH FRIDAY, SEPTEMBER 13, 2024

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$51,000.00	1.00	LUMP SUM \$51,000.00	0.86	LUMP SUM \$43,860.00	1.00	LUMP SUM \$51,000.00
2	BITUMINOUS MATERIAL FOR MICRO-SURFACING	\$3.25	47,100.00	GALLON \$153,075.00	47,100.00	GALLON \$153,075.00	47,100.00	GALLON \$153,075.00
3	BITUMINOUS MATERIAL FOR MICRO-SURFACING (CUL-DE-SAC)	\$3.25	1,300.00	GALLON \$4,225.00	778.00	GALLON \$2,528.50	778.00	GALLON \$2,528.50
4	MICRO-SURFACING SCRATCH COURSE (MNDOT TYPE 2 AGGREG)	\$203.00	670.00	TON \$136,010.00	670.00	TON \$136,010.00	670.00	TON \$136,010.00
5	MICRO-SURFACING SCRATCH COURSE (MNDOT TYPE 2 AGGREG)	\$203.00	20.00	TON \$4,060.00	17.30	TON \$3,511.90	17.30	TON \$3,511.90
6	MICRO-SURFACING SURFACE COURSE (MNDOT TYPE 2 AGGREG)	\$203.00	810.00	TON \$164,430.00	810.00	TON \$164,430.00	810.00	TON \$164,430.00
7	MICRO-SURFACING SURFACE COURSE (MNDOT TYPE 2 AGGREG)	\$203.00	20.00	TON \$4,060.00	20.00	TON \$4,060.00	20.00	TON \$4,060.00
8	ADJUST VALVE BOX	\$325.00	5.00	EACH \$1,625.00	0.00	EACH \$0.00	1.00	EACH \$325.00
9	ADJUST FRAME & RING CASTING	\$600.00	20.00	EACH \$12,000.00	0.00	EACH \$0.00	24.00	EACH \$14,400.00
10	TRAFFIC CONTROL	\$15,000.00	1.00	LUMP SUM \$15,000.00	0.50	LUMP SUM \$7,500.00	1.00	LUMP SUM \$15,000.00
11	STORM DRAIN INLET PROTECTION	\$200.00	5.00	EACH \$1,000.00	0.00	EACH \$0.00	0.00	EACH \$0.00
12	COMMON TOPOSIL BORROW (LV)	\$87.33	50.00	CU YD \$4,366.50	0.00	CU YD \$0.00	69.10	CU YD \$6,034.50
13	FERTILIZER, TYPE 3	\$6.00	20.00	POUND \$120.00	0.00	POUND \$0.00	20.00	POUND \$120.00
14	SEED MIX 25-131	\$6.00	40.00	POUND \$240.00	0.00	POUND \$0.00	40.00	POUND \$240.00
15	HYDRAULIC REINFORCED MATRIX	\$7.00	400.00	POUND \$2,800.00	0.00	POUND \$0.00	400.00	POUND \$2,800.00
16	4" SOLID LINE PAINT (WHITE) (P)	\$0.20	150.00	LIN FT \$30.00	0.00	LIN FT \$0.00	150.00	LIN FT \$30.00
17	8" SOLID LINE PAINT (WHITE) (P)	\$0.53	13,222.00	LIN FT \$7,007.66	0.00	LIN FT \$0.00	13,222.00	LIN FT \$7,007.66
18	4" DOUBLE SOLID LINE PAINT (YELLOW) (P)	\$0.38	9,111.00	LIN FT \$3,462.18	0.00	LIN FT \$0.00	9,111.00	LIN FT \$3,462.18
19	12" SOLID LINE PAINT (YELLOW) (P)	\$4.20	50.00	LIN FT \$210.00	0.00	LIN FT \$0.00	50.00	LIN FT \$210.00
20	4" BROKEN LINE PAINT (YELLOW) (P)	\$0.20	6,088.00	LIN FT \$1,217.60	0.00	LIN FT \$0.00	6,088.00	LIN FT \$1,217.60
21	8" BROKEN LINE PAINT (WHITE) (P)	\$0.53	85.00	LIN FT \$45.05	0.00	LIN FT \$0.00	85.00	LIN FT \$45.05
22	PAVEMENT MESSAGE PAINT (P)	\$5.25	218.00	SQ FT \$1,144.50	0.00	SQ FT \$0.00	218.00	SQ FT \$1,144.50
CO 1.1	PAVEMENT MARKING REMOVAL 8"	\$2.20	1,155.00	LIN FT \$2,541.00	1,155.00	LIN FT \$0.00	1,155.00	LIN FT \$2,541.00
CO 1.2	PAVEMENT MARKING REMOVAL BIKE SYMBOL	\$7.15	72.00	SQ FT \$514.80	72.00	LIN FT \$0.00	72.00	LIN FT \$514.80
CO 1.3	8" SOLID LINE PREF TAPE GR-IN	\$24.75	1,100.00	LIN FT \$27,225.00	0.00	LIN FT \$0.00	1,100.00	LIN FT \$27,225.00
CO 1.4	8" DOTTED LINE PREF TAPE GR-IN	\$24.75	55.00	LIN FT \$1,361.25	0.00	LIN FT \$0.00	55.00	LIN FT \$1,361.25
CO 1.5	PAVEMENT MESSAGE PREF TAPE GR-IN BIKE SYMBOL	\$121.00	23.92	SQ FT \$2,894.32	0.00	LIN FT \$0.00	23.92	LIN FT \$2,894.32
TOTAL AMOUNT:				\$601,664.86		\$514,975.40		\$601,188.26



STAFF REPORT
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Accept the 2024 Water CAMP Report

Approval Required: Simple Majority Vote

BACKGROUND

Work related to the 2024 Water System CAMP Update has been initiated. SEH met with City staff, and they assisted in gathering information for updates made in the last year to the wells, water treatment plant, water towers, and interconnect building.

Included with the Staff Report is a memo and a summary sheet from the spreadsheet. Due to the formatting of the "Water CAMP Report" spreadsheet, it's not included in the packet but can be found using the following link on the City's website: [Water | City of Baxter \(baxtermn.gov\)](http://Water | City of Baxter (baxtermn.gov)). (Government/Public Works/Streets & Utilities/Water and in the "ADDITIONAL RESOURCES" box at the bottom of the page.

FINANCIAL IMPLICATIONS

Staff will use the report for budgeting purposes.

STAFF RECOMMENDATIONS

The Utilities Commission and Staff recommend accepting the Water CAMP Report. City staff are gathering information from recent asbuilts to update water mains, hydrants, and plastic tees that will be incorporated into future CAMP Report updates. This will be a continuous process to keep the CAMP updated.

COUNCIL ACTION REQUESTED

MOTION to accept the 2024 Water CAMP Report.



Building a Better World
for All of Us®

MEMORANDUM

TO: Trevor Walter, PE

FROM: Tayler Thom

DATE: September 24, 2024

RE: 2024 Water CAMP Spreadsheet Use & Update Discussion
SEH No. 173339.01.14 14.00

This memorandum describes the content, use and update needs of the City’s Water CAMP spreadsheet. In 2022, the retained the services of SEH to construct an Excel spreadsheet that lists mutually agreed water system assets for implementation of the Baxter’s Water System Capital Asset Management Plan (CAMP). The following describes the use and instructions to update this spreadsheet.

Basic Description of the City’s Water CAMP Spreadsheet

This spreadsheet will here forth be regarded as the “Water System CAMP document” and is intended to assist the City with its:

- a. Annual financial planning and budgeting,
- b. Annual work order development for asset maintenance and replacement matters, and
- c. Asset improvements tracking.

The Water System CAMP document asset groups are:

- a. Well Facilities,
- b. Water Treatment Facilities,
- c. Water Towers,
- d. Interconnect Building,
- e. Water Main Assets,
- f. Hydrant Assets, and
- g. Plastic Tees (Ongoing addition).

The Water System CAMP document will assist the City with its year-to-year budgeting process. The document provides the following information for each asset entry that:

- a. Useful life in years,
- b. Annual maintenance costs,
- c. Installed cost or replacement cost

Depending on the asset group, this spreadsheet identifies the following notable parameters for each asset entry:

- a. Asset location,
- b. Type of asset,
- c. Type of equipment associated with the asset, and
- d. Quantity of Equipment,
- e. Year of Installation,
- f. Value of Equipment,
- g. Value of Equipment including Installation,
- h. Useful Life,
- i. O&M Percentage of Total Installed Replacement Value

- j. Current Installed Construction Value
- k. Project Replacement Value Total
- l. Original O&M Cost Per Year, and finally,
- m. Projected Yearly Expenditures or Savings

The City's Water CAMP spreadsheet is intended to be a "living document" that is updated annually as:

- a. Existing assets are:
 - i. Repaired,
 - ii. Replaced, or
 - iii. Removed from service.
- b. New assets are added to the City's infrastructure.

How to Use the City's Water CAMP Spreadsheet

Execute the following steps to perform the annual water CAMP spreadsheet update:

- a. With the spreadsheet open, save the document to a new file such as 20XX Baxter Water CIP Update.xlsx to keep a record of each update.
- b. Go to the first tab called Wells.
- c. **Wells:**
 - i. Update the Annual Interest Rate that you'd like to consider, and
 - ii. Update the Current Year.
 - iii. **Asset Identification**
 - 1. Columns C through F provide identification of each asset within the Well asset group.
 - 2. Review each row and update the information for each asset as appropriate.
 - 3. Insert or delete rows as needed to complete updating the asset list for the Well asset group.
 - 4. When adding or deleting an asset, be sure to do so in whole row increments.
 - iv. **Columns G through I and M through P**
 - 1. Review each row listing the various asset items.
 - 2. Make any updates to those rows as appropriate between Columns G and I.
 - 3. Make any updates to those rows as appropriate between Columns M and P.
 - v. **Projected Yearly Expenditures or Savings:**
 - 1. Columns V through BO provide a schedule of the expected yearly costs that the City should consider for use in the budgeting process for the maintenance, repair & replacement costs for each asset.
 - 2. When editing Columns M between P, make a comparison with the historical expenditures the City applied on annual maintenance on each asset with the value shown in the applicable Projected Yearly Expenditures column for the previous year (Columns V through BO).
 - 3. Consider adjusting the values in Columns M through P to reflect a more accurate trend in spending on that asset.
 - 4. Be sure to recognize some assets do not require annual maintenance but maybe every other year or even every 5 years. In that case the sum of annual values should be compared against the expenditures made over similar time periods.
 - vi. Save your work on the new file.

- d. **WTP:**
 - i. Verify that the Annual Interest Rate and Current year updated from your entry on the Wells sheet.
 - ii. **Asset Identification**
 - 1. Columns C through F provide identification of each asset within the WTP asset group.
 - 2. Review each row and update the information for each asset as appropriate.
 - 3. Insert or delete rows as needed to complete updating the asset list for the WTP asset group.
 - 4. When adding or deleting an asset, be sure to do so in whole row increments.
 - iii. **Columns G through N**
 - 1. Review each row listing the various asset items.
 - 2. Make any updates to those rows as appropriate between columns G through N.
 - iv. **Projected Yearly Expenditures or Savings:**
 - 1. Columns T through BM provide a schedule of the expected yearly costs that the City should consider using, or at least reference, in the budgeting process for the maintenance, repair & replacement costs for each asset.
 - 2. When editing Column N, make a comparison with the historical expenditures the City applied on annual maintenance on each asset with the value shown in the applicable Projected Yearly Expenditures column for the previous year (columns T through BM).
 - 3. Consider adjusting the value in Column N to reflect a more accurate trend in spending on that asset.
 - 4. Be sure to recognize some assets do not require annual maintenance but maybe every other year or even every 5 years. In that case the sum of annual values should be compared against the expenditures made over similar time periods.
 - v. Save your work on the new file.

- e. **Water Towers:**
 - i. Verify that the Annual Interest Rate and Current year updated from your entry on the Wells sheet.
 - ii. **Asset Identification**
 - 1. Columns B through F provide identification of each asset within the Water Tower asset group.
 - 2. Review each row and update the information for each asset as appropriate.
 - 3. Insert or delete rows as needed to complete updating the asset list for the Water Tower asset group.
 - 4. When adding or deleting an asset, be sure to do so in whole row increments.
 - iii. **Columns G through I and M through P**
 - 1. Review each row listing the various asset items.
 - 2. Make any updates to those rows as appropriate between Columns G and I.
 - 3. Make any updates to those rows as appropriate between Columns M and P.
 - iv. **Projected Yearly Expenditures or Savings:**
 - 1. Columns V through BO provide a schedule of the expected yearly costs that the City should consider for use in the budgeting process for the maintenance, repair & replacement costs for each asset.
 - 2. When editing Columns M between P, make a comparison with the historical expenditures the City applied on annual maintenance on each asset with the value shown in the applicable Projected Yearly Expenditures column for the previous year (Columns V through BO).
 - 3. Consider adjusting the values in Columns M through P to reflect a more accurate trend in spending on that asset.

4. Be sure to recognize some assets do not require annual maintenance but maybe every other year or even every 5 years. In that case the sum of annual values should be compared against the expenditures made over similar time periods.
 - v. Save your work on the new file.
- f. **Interconnect Building:**
- i. Verify that the Annual Interest Rate and Current year updated from your entry on the Wells sheet.
 - ii. **Asset Identification**
 1. Columns C through F provide identification of each asset within the Interconnect Building asset group.
 2. Review each row and update the information for each asset as appropriate.
 3. Insert or delete rows as needed to complete updating the asset list for the Interconnect Building asset group.
 4. When adding or deleting an asset, be sure to do so in whole row increments.
 - iii. **Columns G through I and M through P**
 1. Review each row listing the various asset items.
 2. Make any updates to those rows as appropriate between Columns G and I.
 3. Make any updates to those rows as appropriate between Columns M and P.
 - iv. **Projected Yearly Expenditures or Savings:**
 1. Columns V through BO provide a schedule of the expected yearly costs that the City should consider for use in the budgeting process for the maintenance, repair & replacement costs for each asset.
 2. When editing Columns M between P, make a comparison with the historical expenditures the City applied on annual maintenance on each asset with the value shown in the applicable Projected Yearly Expenditures column for the previous year (Columns V through BO).
 3. Consider adjusting the values in Columns M through P to reflect a more accurate trend in spending on that asset.
 4. Be sure to recognize some assets do not require annual maintenance but maybe every other year or even every 5 years. In that case the sum of annual values should be compared against the expenditures made over similar time periods.
 - v. Save your work on the new file.
- g. **Water Mains:**
- i. Verify that the Annual Interest Rate and Current year updated from your entry on the Wells sheet.
 - ii. Data for this spreadsheet was obtained from the City's GIS database.
 - iii. **Asset Identification**
 1. Columns A through H and T through AF provide identification of each asset within the Water Main asset group.
 2. Review each row and update the information for each asset as appropriate.
 3. Insert or delete rows as needed to complete updating the asset list for the Water Main asset group.
 4. When adding or deleting an asset, be sure to do so in whole row increments.
 - iv. **Columns I through N**
 1. Review each row listing the various asset items.
 2. Make any updates to those rows as appropriate between columns I through N.

- v. Current Project Replacement Value:
 - 1. Column R provides an estimate that the City should consider using, or at least reference, in the budgeting process for the replacement cost of the various segments of water main.
 - 2. When editing Column N, make a comparison with current unit prices for water main replacement. Include reconstruction costs as would apply for the location and route of the water main asset.
 - vi. All 2023 construction projects as-built data/information, excluding the CSAH 48 & Cyress Drive project, shall be reviewed and included along with the 2024 construction as-built information for the next CAMP update.
 - vii. Save your work on the new file.
- h. **Hydrants:**
- i. Verify that the Annual Interest Rate and Current year updated from your entry on the Wells sheet.
 - ii. Asset Identification
 - 1. Columns B through E provide identification of each asset within the WTP asset group.
 - 2. Review each row and update the information for each asset as appropriate.
 - 3. Insert or delete rows as needed to complete updating the asset list for the WTP asset group.
 - 4. When adding or deleting an asset, be sure to do so in whole row increments.
 - iii. Column F
 - 1. This column is for notes from anyone reviewing and making edits to this sheet merely to track changes.
 - iv. Columns G through J
 - 1. Review each row listing the various asset items.
 - 2. Make any updates to those rows as appropriate between columns G through J.
 - v. Projected Yearly Expenditures or Savings:
 - 1. Columns P through BI provide a schedule of the expected yearly costs that the City should consider using, or at least reference, in the budgeting process for the maintenance, repair & replacement costs for each asset.
 - 2. When editing Column J, make a comparison with the historical expenditures the City applied on annual maintenance on each asset with the value shown in the applicable Projected Yearly Expenditures column for the previous year (Columns P through BI).
 - 3. Consider adjusting the value in Column N to reflect a more accurate trend in spending on that asset.
 - 4. Be sure to recognize some assets do not require annual maintenance but maybe every other year or even every 5 years. In that case the sum of annual values should be compared against the expenditures made over similar time periods.
 - i. **Plastic Tees:**
 - i. This tab has not been populated, yet.

tat
Attachment

x:\ae\b\baxte\178528\5-final-dsgn\53-dsgn-info\2024 water camp use & update discussion memo.docx

ANNUAL BUDGET
CAPITAL ASSET MANAGEMENT PLAN
BAXTER WATER UTILITY
9/23/2024

	Projected Yearly Expenditures					5-Year Annual	Notes
	2025	2026	2027	2028	2029	Average	
Water CAMP Update	\$ 7,500	\$ 8,000	\$ 8,500	\$ 9,000	\$ 9,500	\$ 8,500	SEH Annual Update
Wells	\$0	\$101,462	\$1,626,897	\$17,997	\$0	\$349,271	
WTP	\$ 569,184	\$ 7,068	\$ 2,765,003	\$ 66,762	\$ 17,955	\$685,194	
Water Towers	\$ 538,047	\$ 26,049	\$ 195,656	\$ 2,237	\$ 4,164	\$153,231	
Interconnect Building	\$ 3,550	\$ 320	\$ 336,977	\$ 352	\$ 4,315	\$69,103	
Water Main	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$150,000	Repairs to Water System
Hydrants	\$ 15,071	\$ 15,825	\$ 497,148	\$ 63,506	\$ 647,211	\$247,752	
Plastic Tees							
Annual Total	\$ 1,283,351	\$ 308,723	\$ 5,580,181	\$ 309,855	\$ 833,145	\$ 1,663,051	



ITEM REPORT CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Thein Well Company Change Order No. 2 in the Increased Amount of \$7,450.50 for the 2024 Well Rehabilitation Project

Approval Required: Simple Majority Vote

BACKGROUND

The Council awarded the 2024 Well Rehabilitation contract to Thein Well Company (Thein) in the unit price amount of \$120,000.00 at the March 20, 2024 meeting. Rehabilitation of Well No. 3 began on April 12, 2024 and was completed on April 25, 2024. Rehabilitation of Well No. 2 began on April 26, 2024 and was completed on May 9, 2024.

Change Order 1 was fully executed on June 4, 2024 in the amount of \$30,891.00 with no change in Contract Time to complete a second rehabilitation on Well No. 3. The second rehabilitation of Well No. 3 occurred in June. Refer to the Agenda Item 2024 Well Rehabilitation Project Update for rehabilitation results so far.

Prior to the rehabilitation work for Well No. 4 commencing, SEH consulted with Johnson Screens which recommended adding Nu-Well 400 to the chemical mixture specified for the well rehabilitation. During the rehabilitation of Well No. 4, it was determined that the drop pipe connecting the submersible pump to the pitless adapter was corroded and had damaged threads, requiring replacement. Staff approved both changes to keep work progress moving.

Change Order 2 is being presented in the amount of \$7,450.50 with no change in Contract Time for the use of Nu-Well 400 and replacement of the drop pipe in Well No. 4.

FINANCIAL IMPLICATIONS

Change Order 2 is in the amount of \$7,450.50. Additional details are included in the Change Order 2 document. Change Order 2 increases the total contract price from \$150,891.00 to \$158,341.50.

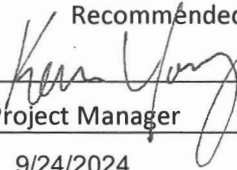
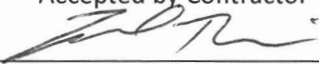
The project has not been budgeted or identified in the water enterprise fund five-year cashflow analysis. The impact on future water utility rates is unknown at this time. The combination of the proposed expenses will result in future rate increases.

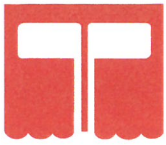
STAFF RECOMMENDATIONS

The Utilities Commission and Staff recommends approval of the Thein Well Company Change Order No. 2 in the increased amount of \$7,450.50 for additions to the 2024 Well Rehabilitation Project.

COUNCIL ACTION REQUESTED

MOTION to approve the Thein Well Company Change Order No. 2 in the increased amount of \$7,450.50 for additions to the 2024 Well Rehabilitation Project.

	Recommended by Engineer	Accepted by Contractor
By:		
Title:	Project Manager	Project Manager
Date:	9/24/2024	9/24/24
	Recommended by Utilities Commission	Accepted by City Council
By:	_____	_____
Title:	_____	_____
Date:	_____	_____
	Accepted by Owner	
By:	_____	
Title:	_____	
Date:	_____	



THEIN WELL

PO BOX 778 · 11355 HWY 71 NE · SPICER, MN 56288
102 DUNDAS RD · MONTICELLO, MN 55362
CLARA CITY, MN 56222 · VERMILLION, SD 57069
www.theinwell.com · E-mail: theinwell@tds.net
1-800-450-8000

WELLS ~
SALES ~ S Item 7.

Since 1893

September 11, 2024

McKenzie Hunt
SEH

Re: Baxter Well 4R

Dear McKenzie,

After pulling and inspecting the pumping system on Well 4R in Baxter, it is recommended to replace 91' of drop pipe. I am also including the cost of NW 400 (this is enough for both wells).

Below is pricing on the pipe:

ITEM	UNIT	EST. QTY.	UNIT PRICE	EST. TOTAL
6" T & C Drop Pipe	FT	91	55.5	\$ 5,050.50
NW 400	LS	1	2400	\$ 2,400.00
Estimated Total				\$7,450.50

- Invoice will reflect actual time and materials used.
- Estimate valid 30 days

To order, or if you have any questions, please feel free reach me at (800)450-8000, or via email zack@theinwell.com.

Sincerely,

Zack Thein
Thein Well Company

Licensed, Bonded and Insured

CERTIFIED MASTER WATER WELL CONTRACTOR
Equal Opportunity Employer



ITEM REPORT CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Traut Companies Change Order No. 1 in the Increased Amount of \$23,492.50 for Additional Well Exploration Services related to the 2024 Well Replacement Exploration

Approval Required: Simple Majority Vote

BACKGROUND

The Council awarded a Contract to Traut Companies at the August 6th Council Meeting. This work is being completed to identify future production well locations near the Public Works Facility.

During drilling exploration, a layer of unexpected clay material was encountered in one of the test well locations. The Consultant and City Staff agreed that this location would not be desirable for a production well. An alternate location was reviewed, and Change Order No. 1 includes the cost to drill an additional test well and to provide an additional monitoring well.

FINANCIAL IMPLICATIONS

The total of both the field work/drilling and the SEH contract was initially estimated at \$119,665.00.

Original Contract: \$88,465
Change Order 1: \$23,492.00
Total Contract Amount: \$111,957.50
Original SEH Contract: \$31,200.00
Approximate expected amendment: \$8,000
Total Engineering Fees: \$39,200.00
Total Budget (amended): \$151,157.50

STAFF RECOMMENDATIONS

Utilities Commission and staff recommend approval of the Traut Companies Change Order No. 1 in the increased amount of \$23,492.50 for additional well exploration related to the 2024 Well Replacement Exploration.

COUNCIL ACTION REQUESTED

MOTION to approve the Traut Companies Change Order No. 1 in the Increased Amount of \$23,492.50 for Additional Well Exploration Services related to the 2024 Well Replacement Exploration.

9A	2-inch, Stainless-steel Well Construction (Minn. Rules 4725), Stainless-steel riser and screen, w/ filter pack, bentonite seal, grout (screen length to be determined in the field, up to 15-foot screens)		Per Foot		
	a. 0 to 150 feet stainless-steel well w/ up to 15-foot steel screen (2 location)	150		\$71.45	\$10,717.50
	b. Well Protection including locking well protective casing, concrete collar, 3 guard posts, and lock (per Minnesota Rules 4725)	1	Per Well	\$825.00	\$825.00
	c. Well Development (Surge/agitate and remove at least three to five well volumes for good well function in accordance with Minn. Rules 4725)	1	Per Well	\$800.00	\$800.00
CHANGE ORDER 1 TOTAL					\$23,492.50

Change in Contract Price		Change in Contract Times	
Original Contract Price:	Original Contract Times:	Substantial Completion: <u>October 18, 2024</u>	
\$ <u>88,465.00</u>	Ready for final payment: <u>October 18, 2024</u>		
No previously approved Change Orders.	No previously approved Change Orders.	Substantial Completion: <u>-</u>	
\$ <u>0</u>	Ready for final payment: <u>-</u>		
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:	Substantial Completion: <u>October 18, 2024</u>	
\$ <u>88,465.00</u>	Ready for final payment: <u>October 18, 2024</u>		
Increase this Change Order:	No Change this Change Order:	Substantial Completion: <u>N/A</u>	
\$ <u>23,492.50</u>	Ready for final payment: <u>N/A</u>		
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:	Substantial Completion: <u>October 18, 2024</u>	
\$ <u>111,957.50</u>	Ready for final payment: <u>October 18, 2024</u>		

Recommended by SEH, Inc.
By: Melanie Niday
Title: Project Manager
Date: 10/3/2024

Accepted by Contractor
Daryl Karasch
Daryl Karasch
President (Traut Companies)
October 3 2024

Recommended by Utilities Commission
By: _____
Title: _____
Date: _____

Accepted by City Council

Accepted by Owner
By: _____
Title: _____
Date: _____



ITEM REPORT
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Anderson Brothers Construction Company of Brainerd, LLC Partial Pay Estimate No. 11 in the amount of \$99,923.35 for the 2023 Commercial and Residential Full Depth Reclamation and Quiet Zone Improvements Project

Approval Required: Simple Majority Vote

BACKGROUND

Application for Payment No. 11 is for storm sewer lining related to Change Order #5 and concrete median work on the Quiet Zone portion of the project related to Change Order #9. Project retainage is being held at 1%.

Summary:

Gross Amount Due: \$3,361,692.34
Less 1% Retainage: \$33,616.92
Amount Eligible for Payment To Date: \$3,328,075.42
Less Previous Payments: \$3,228,152.07

Amount Due with Application for Payment No. 11: \$99,923.35

FINANCIAL IMPLICATIONS

Below is a summary of the project financials.

	Current Approved Budget	Estimated Spent / Paid	Proposed Budget / Anticipated Final
Total Project Costs Summary			
Base Bid	\$3,011,307		\$3,011,307
Change Order #2	\$82,719		\$82,719
Change Order #3	\$46,591		\$46,591
Change Order #4	\$112,568.63		\$112,568.63
Change Order #5	\$52,983.27		\$52,983.27
Change Order #8	\$18,775.62		\$18,775.62
Change Order #9			\$36,330.11
Quantity Over Runs:	\$32,742.70		\$32,742.70
Construction Subtotal:	\$3,357,687.22	\$3,328,075.42	\$3,394,017.33
Contingencies:	\$35,000		\$5,000
Quiet Zone Study:	\$14,800	\$14,800	\$14,800
Engineering/ Professional Services, Geotechnical, Testing, Quiet Zone Permitting:	\$782,215	\$766,707.46	\$782,215
Jetlines Sales and Service Repair Sleeve	\$1757	\$1757	\$1,757
Nelson Sanitation Sewer Pipe Cleaning & Televising Contract:	\$27,451	\$27,451	\$27,451
Pratt's Affordable Excavating Winter Tree Clearing Contract:	\$34,850	\$34,850	\$34,850
Property Acquisition:	\$102,100	\$102,100	\$102,100
Bonding, Finance, Administrative, SAC, Miscellaneous:	\$120,175	\$120,175	\$120,175
Total:	\$4,476,035.22	\$4,395,915.88*	\$4,482,365.33

*Total spent including 1% project retainage is \$4,429,532.80; engineering costs spent are through 8/31/2024.

<u>Consultant Contracts as of 8/31/2024</u>	<u>Contract</u>	<u>To Date</u>
Original FDR Contract, Contract Amendment #1 & #2	\$764,900	\$685,964.26
Quiet Zone Study	\$14,800	\$14,800
<u>Quiet Zone Implementation</u>	<u>\$81,000</u>	<u>\$80,743.20</u>
Total	\$860,700	\$781,507.46

<u>Quiet Zone Cost Breakout 8/31/2024</u>	
Construction Costs Paid on this Payment	\$8,796.28
Construction Costs Paid To Date	\$196,377.69
1% Retainage (unpaid)	\$1,983.61
Bonding, Finance, Administration (estimated)	\$7,771.00
<u>Engineering To Date</u>	<u>\$95,543.20</u>
Total	\$301,675.50

STAFF RECOMMENDATIONS

The Utilities Commission and Staff recommend making the progress payment as outlined in Partial Pay Estimate No. 11.

COUNCIL ACTION REQUESTED

MOTION to approve the Anderson Brothers Construction Company of Brainerd, LLC Partial Pay Estimate No. 11 in the amount of \$99,923.35 for the 2023 Commercial and Residential Full Depth Reclamation and Quiet Zone Improvements project.

APPLICATION FOR PAYMENT NO. 11

PROJECT NO. BAXTE 168788
 CITY NO. 4423 & 4136
 OWNER CITY OF BAXTER
 CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

CONTRACT FOR: 2023 COMMERCIAL AND RESIDENTIAL FULL DEPTH RECLAMATION AND QUIET ZONE IMPROVEMENTS
 AGREEMENT DATE: 6/6/2023

FOR WORK ACCOMPLISHED THROUGH: 9/20/2024

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
SECTION A - BASE BID									
1	MOBILIZATION	LUMP SUM	\$89,041.10	0.73	\$65,000.00		\$0.00	0.73	\$65,000.00
2	CLEARING	TREE	\$225.25	33.00	\$7,433.25		\$0.00	36.00	\$8,109.00
3	GRUBBING	TREE	\$224.00	53.00	\$11,872.00		\$0.00	55.00	\$12,320.00
4	CLEARING	ACRE	\$10,620.00	0.30	\$3,186.00		\$0.00	0.80	\$8,496.00
5	GRUBBING	ACRE	\$5,465.00	3.00	\$16,395.00		\$0.00	3.50	\$19,127.50
6	REMOVE CURB AND GUTTER	LIN FT	\$2.30	1,535.00	\$3,530.50		\$0.00	2,860.00	\$6,578.00
7	REMOVE CONCRETE WALK	SQ FT	\$1.45	589.00	\$854.05		\$0.00	606.00	\$878.70
8	REMOVE CONCRETE PAVEMENT	SQ YD	\$6.90	336.00	\$2,318.40		\$0.00	495.00	\$3,415.50
9	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$3.25	1,720.00	\$5,590.00		\$0.00	3,111.00	\$10,110.75
10	REMOVE WATERMAIN PIPE	LIN FT	\$27.60	101.00	\$2,787.60		\$0.00	20.00	\$552.00
11	REMOVE SANITARY SEWER SERVICE	LIN FT	\$35.75	68.00	\$2,431.00		\$0.00	68.00	\$2,431.00
12	REMOVE WATER SERVICE	LIN FT	\$34.30	177.00	\$6,071.10		\$0.00	177.00	\$6,071.10
13	REMOVE VALVE	EACH	\$441.70	1.00	\$441.70		\$0.00	1.00	\$441.70
14	REMOVE APRON END	EACH	\$153.70	3.00	\$461.10		\$0.00	2.00	\$307.40
15	BITUMINOUS FULL DEPTH RECLAMATION	SQ YD	\$1.00	32,406.00	\$32,406.00		\$0.00	32,691.00	\$32,691.00
16	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.40	56.00	\$190.40		\$0.00	85.00	\$289.00
17	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.40	1,111.00	\$3,777.40		\$0.00	1,162.00	\$3,950.80
18	SALVAGE HYDRANT	EACH	\$441.70	8.00	\$3,533.60		\$0.00	5.00	\$2,208.50
19	SALVAGE GATE VALVE	EACH	\$441.70	10.00	\$4,417.00		\$0.00	7.00	\$3,091.90
20	SALVAGE MAILBOX	EACH	\$26.40	30.00	\$792.00		\$0.00	25.00	\$660.00
21	SALVAGE SIGN	EACH	\$36.95	31.00	\$1,145.45		\$0.00	12.00	\$443.40
22	SALVAGE LIGHTING UNIT	EACH	\$105.55	3.00	\$316.65		\$0.00	3.00	\$316.65
23	SALVAGE BUSH	EACH	\$263.90	11.00	\$2,902.90		\$0.00	11.00	\$2,902.90
24	EXCAVATION - COMMON	CU YD	\$18.00	2,135.00	\$38,430.00		\$0.00	2,135.00	\$38,430.00
25	EXCAVATION - CHANNEL AND POND	CU YD	\$11.00	6,410.00	\$70,510.00		\$0.00	6,410.00	\$70,510.00
26	EXPLORATORY DIGGING	HOUR	\$303.00	6.00	\$1,818.00		\$0.00	13.43	\$4,069.29
27	GRANULAR EMBANKMENT	CU YD	\$8.00	4,693.00	\$37,544.00		\$0.00	5,943.80	\$47,550.40
28	SALVAGE AGGREGATE (LV)	CU YD	\$23.00	5,562.00	\$127,926.00		\$0.00	4,763.00	\$109,549.00
29	SUBGRADE PREPARATION	ROAD STA	\$161.50	52.50	\$8,478.75		\$0.00	26.00	\$4,199.00
30	RECLAIM SURFACE PREPARATION	ROAD STA	\$161.50	29.25	\$4,723.88		\$0.00	56.00	\$9,044.00
31	INSTALL SALVAGED AGGREGATE (CV)	CU YD	\$16.30	4,751.00	\$77,441.30		\$0.00	3,769.00	\$61,434.70
32	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$174.00	80.00	\$13,920.00		\$0.00	32.50	\$5,655.00
33	CONSTRUCTION WATER	MGAL	\$56.00	300.00	\$16,800.00		\$0.00	224.00	\$12,544.00
34	BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$52.15	1,875.00	\$97,781.25		\$0.00	1,689.00	\$88,081.35
35	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	\$2.60	3,069.00	\$7,979.40		\$0.00	2,904.00	\$7,550.40
36	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	\$82.00	5,184.00	\$425,088.00		\$0.00	5,291.13	\$433,872.66
37	TYPE SP 12.5 NON WEARING COURSE MIX (2,C)	TON	\$83.00	6,689.00	\$555,187.00		\$0.00	6,268.57	\$520,291.31
38	ADJUST VALVE BOX	EACH	\$283.90	23.00	\$6,529.70		\$0.00	28.00	\$7,949.20
39	ADJUST CURB BOX	EACH	\$170.30	16.00	\$2,724.80		\$0.00	14.00	\$2,384.20
40	VALVE BOX MID-SECTION	EACH	\$141.95	6.00	\$851.70		\$0.00	10.00	\$1,419.50
41	ADJUST CLEANOUT	EACH	\$227.10	16.00	\$3,633.60		\$0.00	14.00	\$3,179.40
42	1" CURB STOP AND BOX	EACH	\$561.50	6.00	\$3,369.00		\$0.00	6.00	\$3,369.00
43	1" COPPER WATER SERVICE PIPE, TYPE K	LIN FT	\$63.95	91.00	\$5,819.45		\$0.00	112.00	\$7,162.40
44	1.5" CURB STOP AND BOX	EACH	\$1,054.90	1.00	\$1,054.90		\$0.00	0.00	\$0.00
45	1.5" COPPER WATER SERVICE PIPE, TYPE K	LIN FT	\$50.85	45.00	\$2,288.25		\$0.00	0.00	\$0.00
46	CONNECT TO EXISTING WATER SERVICE PIPE	EACH	\$285.60	10.00	\$2,856.00		\$0.00	8.00	\$2,284.80
47	INSTALL SANITARY SEWER CLEANOUT	EACH	\$685.85	14.00	\$9,601.90		\$0.00	8.00	\$5,486.80
48	4" SCH 40 PVC SEWER SERVICE PIPE	LIN FT	\$35.00	180.00	\$6,300.00		\$0.00	151.00	\$5,285.00
49	CONNECT TO EXISTING SEWER SERVICE	EACH	\$344.20	18.00	\$6,195.60		\$0.00	7.00	\$2,409.40
50	DEWATERING	LUMP SUM	\$32,468.50	0.90	\$29,221.65		\$0.00	0.90000	\$29,221.65
51	TRACER WIRE SYSTEM	LUMP SUM	\$3,637.80	1.00	\$3,637.80		\$0.00	1.00	\$3,637.80
52	INSTALL SALVAGED HYDRANT	EACH	\$537.50	8.00	\$4,300.00		\$0.00	5.00	\$2,687.50
53	INSTALL SALVAGED VALVE ASSEMBLY	EACH	\$633.30	10.00	\$6,333.00		\$0.00	5.00	\$3,166.50

APPLICATION FOR PAYMENT NO. 11

PROJECT NO. BAXTE 168788
 CITY NO. 4423 & 4136
 OWNER CITY OF BAXTER
 CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

CONTRACT FOR: 2023 COMMERCIAL AND RESIDENTIAL FULL DEPTH RECLAMATION AND QUIET ZONE IMPROVEMENTS
 AGREEMENT DATE: 6/6/2023

FOR WORK ACCOMPLISHED THROUGH: 9/20/2024

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
54	HYDRANT	EACH	\$6,864.40	2.00	\$13,728.80		\$0.00	2.00	\$13,728.80
55	6" GATE VALVE AND BOX	EACH	\$2,864.40	2.00	\$5,728.80		\$0.00	2.00	\$5,728.80
56	8" GATE VALVE AND BOX	EACH	\$3,785.35	1.00	\$3,785.35		\$0.00	1.00	\$3,785.35
57	12" GATE VALVE AND BOX	EACH	\$6,478.30	1.00	\$6,478.30		\$0.00	1.00	\$6,478.30
58	HYDRANT RISER	LIN FT	\$2,107.15	13.00	\$27,392.95		\$0.00	6.50	\$13,696.48
59	6" WATER MAIN - C900 PVC	LIN FT	\$44.00	185.00	\$8,140.00		\$0.00	121.00	\$5,324.00
60	8" WATER MAIN - C900 PVC	LIN FT	\$74.75	40.00	\$2,990.00		\$0.00	20.00	\$1,495.00
61	12" WATER MAIN - C900 PVC	LIN FT	\$112.80	220.00	\$24,816.00		\$0.00	146.00	\$16,468.80
62	CONNECT TO EXISTING WATER MAIN	EACH	\$772.90	12.00	\$9,274.80		\$0.00	6.00	\$4,637.40
63	DUCTILE IRON FITTINGS	POUND	\$10.64	562.00	\$5,979.68		\$0.00	416.00	\$4,426.24
64	ADJUST FRAME & RING CASTING (SANITARY)	EACH	\$1,078.80	28.00	\$30,206.40		\$0.00	27.00	\$29,127.60
65	RECONSTRUCT FRAME & RING CASTING (STORM)	EACH	\$1,078.80	16.00	\$17,260.80		\$0.00	16.00	\$17,260.80
66	GROUT CATCH BASIN	EACH	\$430.15	16.00	\$6,882.40		\$0.00	1.00	\$430.15
67	12" RC STORM SEWER PIPE	LIN FT	\$71.20	516.00	\$36,739.20		\$0.00	592.00	\$42,150.40
68	15" RC STORM SEWER PIPE	LIN FT	\$78.50	698.00	\$54,793.00		\$0.00	792.00	\$62,172.00
69	18" RC STORM SEWER PIPE	LIN FT	\$89.00	327.00	\$29,103.00		\$0.00	311.00	\$27,679.00
70	24" RC STORM SEWER PIPE	LIN FT	\$133.70	46.00	\$6,150.20		\$0.00	40.00	\$5,348.00
71	12" RC APRON END	EACH	\$2,044.55	4.00	\$8,178.20		\$0.00	4.00	\$8,178.20
72	15" RC APRON END	EACH	\$3,018.15	1.00	\$3,018.15		\$0.00	0.00	\$0.00
73	18" RC APRON END	EACH	\$3,205.50	3.00	\$9,616.50		\$0.00	3.00	\$9,616.50
74	24" RC APRON END	EACH	\$3,345.85	1.00	\$3,345.85		\$0.00	3.00	\$10,037.55
75	STORM SEWER STRUCTURE DESIGN H	EACH	\$1,974.70	4.00	\$7,898.80		\$0.00	4.00	\$7,898.80
76	STORM SEWER STRUCTURE DESIGN 48-4020	EACH	\$1,756.00	12.00	\$21,072.00		\$0.00	12.00	\$21,072.00
77	SAFL BAFFLE	EACH	\$7,969.20	2.00	\$15,938.40		\$0.00	2.00	\$15,938.40
78	CONNECT TO EXISTING STORM SEWER PIPE	EACH	\$1,034.80	3.00	\$3,104.40		\$0.00	2.00	\$2,069.60
79	CLEAN AND TELEWISE STORM SEWER	LIN FT	\$3.15	1,795.00	\$5,654.25		\$0.00	4,250.00	\$13,387.50
80	CLEAN AND TELEWISE SANITARY SEWER MAIN	LIN FT	\$1.40	4,754.00	\$6,655.60		\$0.00	9,939.00	\$13,914.60
81	CLEAN AND TELEWISE SANITARY SEWER SERVICE	LIN FT	\$3.35	741.00	\$2,482.35		\$0.00	823.00	\$2,757.05
82	8" PVC SEWER PIPE, SDR 26	LIN FT	\$62.85	224.00	\$14,078.40		\$0.00	184.00	\$11,564.40
83	SANITARY STRUCTURE DESIGN 4007	EACH	\$6,691.65	3.00	\$20,074.95		\$0.00	3.00	\$20,074.95
84	CONNECT TO EXISTING SANITARY SEWER PIPE	EACH	\$248.10	2.00	\$496.20		\$0.00	2.00	\$496.20
85	CONCRETE DRAINAGE FLUME	EACH	\$2,639.10	1.00	\$2,639.10		\$0.00	1.00	\$2,639.10
86	CONCRETE TRENCH DRAIN	LIN FT	\$211.15	12.00	\$2,533.80		\$0.00	14.00	\$2,956.10
87	TRENCH DRAIN FRAME AND CASTING	EACH	\$342.05	6.00	\$2,052.30		\$0.00	7.00	\$2,394.35
88	8" DIP PIPE CULVERT	LIN FT	\$114.05	21.00	\$2,395.05		\$0.00	40.00	\$4,562.00
89	6" CONCRETE WALK	SQ FT	\$10.00	5,041.00	\$50,410.00		\$0.00	5,850.00	\$58,500.00
90	6" CONCRETE WALK (COLORED RED)	SQ FT	\$11.35	1,307.00	\$14,834.45		\$0.00	1,717.00	\$19,487.95
91	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$33.80	1,312.00	\$44,345.60		\$0.00	1,140.00	\$38,532.00
92	CONCRETE C&G DESIGN B624 - MACHINE POUR	LIN FT	\$22.15	2,980.00	\$66,007.00		\$0.00	5,180.00	\$114,737.00
93	8" CONCRETE VALLEY GUTTER	SQ YD	\$158.35	131.00	\$20,743.85		\$0.00	125.00	\$19,793.75
94	CONCRETE DRIVEWAY RESTORATION	SQ YD	\$65.45	496.00	\$32,463.20		\$0.00	519.00	\$33,968.55
95	TRUNCATED DOMES	SQ FT	\$52.80	510.00	\$26,928.00		\$0.00	531.00	\$28,036.80
96	MAILBOX SUPPORT	EACH	\$110.85	30.00	\$3,325.50		\$0.00	27.00	\$2,992.95
97	LIGHTING UNIT	EACH	\$3,085.10	2.00	\$6,170.20		\$0.00	3.00	\$9,255.30
98	INSTALL LIGHTING UNIT	EACH	\$3,865.20	3.00	\$11,595.60		\$0.00	3.00	\$11,595.60
99	LIGHTING UNIT LED UPGRADE	EACH	\$554.20	7.00	\$3,879.40		\$0.00	7.00	\$3,879.40
100	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYSTEM	\$22,460.75	1.00	\$22,460.75		\$0.00	1.00	\$22,460.75
101	TRAFFIC CONTROL	LUMP SUM	\$5,133.55	0.73	\$3,747.49		\$0.00	0.73	\$3,747.49
102	INSTALL REMOVABLE STEEL BOLLARD	EACH	\$897.30	1.00	\$897.30		\$0.00	1.00	\$897.30
103	TUBULAR BARRIER GATE	EACH	\$4,951.00	2.00	\$9,902.00		\$0.00	2.00	\$9,902.00
104	48" BOULDER	EACH	\$712.55	15.00	\$10,688.25		\$0.00	15.00	\$10,688.25
105	RANDOM RIPRAP CLASS 5	CU YD	\$172.65	12.00	\$2,071.80		\$0.00	0.00	\$0.00
106	FLEXAMAT	SQ YD	\$142.50	49.00	\$6,982.50		\$0.00	73.00	\$10,402.50
107	SIGN	SQ FT	\$52.80	58.50	\$3,088.80		\$0.00	230.00	\$12,144.00

APPLICATION FOR PAYMENT NO. 11

PROJECT NO. BAXTE 168788
 CITY NO. 4423 & 4136
 OWNER CITY OF BAXTER
 CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

CONTRACT FOR: 2023 COMMERCIAL AND RESIDENTIAL FULL DEPTH RECLAMATION AND QUIET ZONE IMPROVEMENTS
 AGREEMENT DATE: 6/6/2023

FOR WORK ACCOMPLISHED THROUGH: 9/20/2024

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
108	INSTALL SIGN	EACH	\$105.55	21.00	\$2,216.55		\$0.00	23.00	\$2,427.65
109	INSTALL 911 SIGN	EACH	\$31.65	9.00	\$284.85		\$0.00	32.00	\$1,012.80
110	SILT FENCE, TYPE MS	LIN FT	\$2.10	5,532.00	\$11,617.20		\$0.00	1,829.00	\$3,840.90
111	STORM DRAIN INLET PROTECTION	EACH	\$184.75	30.00	\$5,542.50		\$0.00	20.00	\$3,695.00
112	STABILIZED CONSTRUCTION EXIT	EACH	\$567.75	5.00	\$2,838.75		\$0.00	1.00	\$567.75
113	COMMON TOPSOIL BORROW (LV)	CU YD	\$35.90	2,759.00	\$99,048.10		\$0.00	2,788.00	\$100,089.20
114	TEMPORARY SEEDING	SQ YD	\$0.53	33,113.00	\$17,549.89		\$0.00	0.00	\$0.00
115	SODDING TYPE LAWN	SQ YD	\$16.90	2,337.00	\$39,495.30		\$0.00	0.00	\$0.00
116	TURF ESTABLISHMENT	SQ YD	\$3.15	30,776.00	\$96,944.40		\$0.00	44,525.00	\$140,253.75
117	INSTALL BUSH	EACH	\$263.90	11.00	\$2,902.90		\$0.00	11.00	\$2,902.90
118	6' CONIFEROUS TREE	EACH	\$944.80	43.00	\$40,626.40		\$0.00	31.00	\$29,288.80
119	6' DECIDUOUS TREE	EACH	\$1,155.90	22.00	\$25,429.80		\$0.00	8.00	\$9,247.20
120	PAVEMENT MESSAGE PAINT	SQ FT	\$2.90	91.00	\$263.90		\$0.00	91.00	\$263.90
121	4" SOLID LINE PAINT	LIN FT	\$0.21	7,732.00	\$1,623.72		\$0.00	5,319.00	\$1,116.99
122	8" SOLID LINE PAINT	LIN FT	\$3.68	499.00	\$1,836.32		\$0.00	826.00	\$3,039.68
123	4" BROKEN LINE PAINT	LIN FT	\$0.21	1,328.00	\$278.88		\$0.00	1,812.00	\$380.52
124	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.42	1,473.00	\$618.66		\$0.00	2,412.00	\$1,013.04
SECTION A - ALLOWANCE									
126	REPAIR SPRINKLER SYSTEM ALLOWANCE	LUMP SUM	\$30,000.00	1.00	\$30,000.00		\$0.00	1.23	\$36,750.00
SECTION B - BASE BID									
127	MOBILIZATION	LUMP SUM	\$10,000.00	1.00	\$10,000.00		\$0.00	1.00	\$10,000.00
128	REMOVE SIGN & POST	EACH	\$42.25	14.00	\$591.50		\$0.00	10.00	\$422.50
129	SIGN	SQ FT	\$52.80	302.00	\$15,945.60		\$0.00	292.50	\$15,444.00
130	SALVAGE AND REINSTALL SIGN	EACH	\$105.55	2.00	\$211.10		\$0.00	15.00	\$1,583.25
131	REMOVE CURB AND GUTTER	LIN FT	\$8.85	140.00	\$1,239.00		\$0.00	205.00	\$1,814.25
132	SAWCUT CONCRETE	LIN FT	\$5.65	210.00	\$1,186.50		\$0.00	273.00	\$1,542.45
133	REMOVE CONCRETE	SQ FT	\$2.25	950.00	\$2,137.50		\$0.00	1,529.00	\$3,440.25
134	SAWCUT BITUMINOUS	LIN FT	\$3.40	795.00	\$2,703.00		\$0.00	708.00	\$2,407.20
135	REMOVE BITUMINOUS PAVEMENT	SQ FT	\$2.35	6,500.00	\$15,275.00		\$0.00	6,572.00	\$15,444.20
136	B618 CONCRETE CURB & GUTTER	LIN FT	\$33.80	25.00	\$845.00		\$0.00	34.00	\$1,149.20
137	B818 CONCRETE CURB & GUTTER	LIN FT	\$33.80	170.00	\$5,746.00		\$0.00	196.00	\$6,624.80
138	4" CONCRETE MEDIAN	SQ FT	\$6.60	280.00	\$1,848.00		\$0.00	740.00	\$4,884.00
139	7" CONCRETE MEDIAN	SQ FT	\$9.00	380.00	\$3,420.00		\$0.00	351.00	\$3,159.00
140	MONOLITHIC CONCRETE MEDIAN	LIN FT	\$42.25	200.00	\$8,450.00		\$0.00	202.00	\$8,534.50
141	TRAIL RESTORATION (6" TOPSOIL AND SEED/MULCH)	SQ YD	\$11.80	556.00	\$6,560.80		\$0.00	868.00	\$10,242.40
142	4" BITUMINOUS PATCH	SQ FT	\$7.20	1,575.00	\$11,340.00		\$0.00	1,674.00	\$12,052.80
143	TRAFFIC CONTROL	LUMP SUM	\$3,272.50	1.00	\$3,272.50		\$0.00	1.00	\$3,272.50
144	4" SOLID LINE PAINT	LIN FT	\$0.21	790.00	\$165.90		\$0.00	841.00	\$176.61
145	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.42	260.00	\$109.20		\$0.00	260.00	\$109.20
146	24" STOP BAR PAINT	LIN FT	\$4.22	460.00	\$1,941.20		\$0.00	423.00	\$1,785.06
147	PAVEMENT MESSAGE PAINT	SQ FT	\$2.90	1,090.00	\$3,161.00		\$0.00	1,090.00	\$3,161.00
148	48" TALL HDPE DELINEATORS WITH SURFACE MOUNT	EACH	\$158.35	5.00	\$791.75		\$0.00	5.00	\$791.75
149	48" TALL HDPE DELINEATORS WITH DRIVEN SOIL MOUNT	EACH	\$158.35	5.00	\$791.75		\$0.00	5.00	\$791.75
150	RAILROAD FLAGGING	LUMP SUM	\$17,033.35	1.00	\$17,033.35		\$0.00	1.00	\$17,033.35
TOTAL ITEMS BID					\$3,011,307.47		\$0.00		\$2,965,089.16
CHANGE ORDER NO. 1 - INCREASE SUBSTANTIAL COMPLETION DATE									
CHANGE ORDER NO. 2									
151	CLEARWATER DETOUR	LUMP SUM	\$2,600.00	1.00	\$2,600.00		\$0.00	1.00	\$2,600.00
152	10% PRIME CONTRACTOR MARK UP	LUMP SUM	\$260.00	1.00	\$260.00		\$0.00	1.00	\$260.00
153	APPLY CALCIUM CHLORIDE TO CEDAR SCENIC ROAD AND DEERWOOD ROAD	LUMP SUM	\$6,200.00	1.00	\$6,200.00		\$0.00	1.00	\$6,200.00
154	EXTEND 22" SPAN CONCRETE ARCH PIPE	LUMP SUM	\$3,437.50	1.00	\$3,437.50		\$0.00	1.00	\$3,437.50
155	EXTEND 15" HDPE CULVERT	LUMP SUM	\$2,981.25	1.00	\$2,981.25		\$0.00	1.00	\$2,981.25
156	CUT IN 10" GATE VALVE AT GREEN BRIAR DRIVE	LUMP SUM	\$12,418.75	1.00	\$12,418.75		\$0.00	1.00	\$12,418.75
157	RELOCATE HYDRANTS, VALVES AND DOMESTIC LINES	LUMP SUM	\$13,496.50	1.00	\$13,496.50		\$0.00	1.00	\$13,496.50

APPLICATION FOR PAYMENT NO. 11

PROJECT NO. BAXTE 168788
 CITY NO. 4423 & 4136
 OWNER CITY OF BAXTER
 CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

CONTRACT FOR: 2023 COMMERCIAL AND RESIDENTIAL FULL DEPTH RECLAMATION AND QUIET ZONE IMPROVEMENTS
 AGREEMENT DATE: 6/6/2023

FOR WORK ACCOMPLISHED THROUGH: 9/20/2024

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
52A	INSTALL SALVAGED HYDRANT	LUMP SUM	\$537.50	(3.00)	(\$1,612.50)		\$0.00	0.00	\$0.00
53A	INSTALL SALVAGED VALVE ASSEMBLY	LUMP SUM	\$633.30	(5.00)	(\$3,166.50)		\$0.00	0.00	\$0.00
59A	6" WATER MAIN - C900 PVC	LUMP SUM	\$44.00	(62.00)	(\$2,728.00)		\$0.00	0.00	\$0.00
62A	CONNECT TO EXISTING WATERMAIN	LUMP SUM	\$772.90	(5.00)	(\$3,864.50)		\$0.00	0.00	\$0.00
63A	DUCTILE IRON FITTINGS	LUMP SUM	\$10.64	(112.00)	(\$1,191.68)		\$0.00	0.00	\$0.00
158	6" SANITARY SEWER SERVICES AND CLEANOUTS	LUMP SUM	\$18,709.25	1.00	\$18,709.25		\$0.00	1.00	\$18,709.25
47A	INSTALL SANITARY SEWER CLEANOUT	LUMP SUM	\$685.85	(7.00)	(\$4,800.95)		\$0.00	0.00	\$0.00
48A	4" SCH 40 PVC SEWER SERVICE PIPE	LUMP SUM	\$35.00	(80.00)	(\$2,800.00)		\$0.00	0.00	\$0.00
49A	CONNECT TO EXISTING SEWER SERVICE	LUMP SUM	\$344.20	(9.00)	(\$3,097.80)		\$0.00	0.00	\$0.00
159	EXTEND WATER SERVICES TO EMPTY LOTS	LUMP SUM	\$8,577.50	1.00	\$8,577.50		\$0.00	1.00	\$8,577.50
160	ADDITIONAL DIG DOWN TO VERIFY CORP	LUMP SUM	\$2,917.00	1.00	\$2,917.00		\$0.00	1.00	\$2,917.00
161	ADDED CREW TIME SEARCHING FOR SANITARY SERVICE	LUMP SUM	\$3,968.00	1.00	\$3,968.00		\$0.00	1.00	\$3,968.00
162	ADDED CREW TIME TO FREEZE 4 SERVICES	LUMP SUM	\$1,945.00	1.00	\$1,945.00		\$0.00	1.00	\$1,945.00
163	FREEZE KIT MATERIAL COST	LUMP SUM	\$1,272.50	1.00	\$1,272.50		\$0.00	1.00	\$1,272.50
164	ADDED BALLAST TO SANITARY STRUCTURE SN-3	LUMP SUM	\$5,369.75	1.00	\$5,369.75		\$0.00	1.00	\$5,369.75
165	RELOCATE FLAG POLE	LUMP SUM	\$800.00	1.00	\$800.00		\$0.00	1.00	\$800.00
166	TELEVISIONING STORM AND SANITARY	LUMP SUM	\$880.00	1.00	\$880.00		\$0.00	1.00	\$880.00
167	10% PRIME CONTRACTOR MARK UP	LUMP SUM	\$88.00	1.00	\$88.00		\$0.00	1.00	\$88.00
28A	SALVAGE AGGREGATE (LV)	CY	\$23.00	120.00	\$2,760.00		\$0.00	120.00	\$2,760.00
29A	SUBGRADE PREPARATION	STA	\$161.50	2.50	\$403.75		\$0.00	2.50	\$403.75
31A	INSTALL SALVAGED AGGREGATE (CV)	CY	\$16.30	120.00	\$1,956.00		\$0.00	120.00	\$1,956.00
35A	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.60	38.00	\$98.80		\$0.00	38.00	\$98.80
36A	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	\$82.00	72.00	\$5,904.00		\$0.00	72.00	\$5,904.00
37A	TYPE SP 12.5 NON WEARING COURSE MIX (2,C)	TON	\$83.00	96.00	\$7,968.00		\$0.00	96.00	\$7,968.00
116A	TURF ESTABLISHMENT	SY	\$3.15	280.00	\$882.00		\$0.00	0.00	\$0.00
124A	4" DOUBLE SOLID LINE PAINT	LF	\$0.42	209.00	\$87.78		\$0.00	209.00	\$87.78
TOTAL CHANGE ORDER NO. 2						\$82,719.40		\$0.00	\$105,099.33
CHANGE ORDER NO. 3									
168	POWER LINE CONVERSION	LS	\$1,071.24	1.00	\$1,071.24		\$0.00	1.00	\$1,071.24
169	10% PRIME CONTRACTOR MARK UP	LS	\$107.12	1.00	\$107.12		\$0.00	1.00	\$107.12
170	REMOVE 80' OF 12" RCP AT GRAND OAKS	LS	\$3,870.00	1.00	\$3,870.00		\$0.00	1.00	\$3,870.00
171	INSTALL 20' OF DUCTILE IRON PIPE UNDER TRAIL	LS	\$1,850.00	1.00	\$1,850.00		\$0.00	1.00	\$1,850.00
172	INSTALL 80' OF 12" RCP AND APRONS AT PINE GROVE ESTATES	LS	\$11,427.50	1.00	\$11,427.50		\$0.00	1.00	\$11,427.50
173	REPLACE EXISTING FAILING STORM STRUCTURE AND PIPES ON CLEARWATER	LS	\$6,169.75	1.00	\$6,169.75		\$0.00	1.00	\$6,169.75
174	REPAIR EXISTING STORM PIPE FAILURE ON CLEARWATER	LS	\$843.50	1.00	\$843.50		\$0.00	1.00	\$843.50
175	REPLACE DAMAGED CURB STOP ON CLEARWATER	LS	\$1,329.17	1.00	\$1,329.17		\$0.00	1.00	\$1,329.17
176	CORE NEW INVERT ON POND STRUCTURE AND CLEAN POND	LS	\$8,250.00	1.00	\$8,250.00		\$0.00	1.00	\$8,250.00
177	BIOTIC EARTH SOIL ADDITIVE	LBS	\$3.00	10,000.00	\$30,000.00		\$0.00	8,800.00	\$26,400.00
178	10% PRIME CONTRACTOR MARK UP	LS	\$3,000.00	1.00	\$3,000.00		\$0.00	0.88	\$2,640.00
115A	SODDING TYPE LAWN	SY YD	\$16.90	(2,337.00)	(\$39,495.30)		\$0.00	0.00	\$0.00
116B	TURF ESTABLISHMENT	SQ YD	\$3.15	2,337.00	\$7,361.55		\$0.00	0.00	\$0.00
179	AGGREGATE BASE, CLASS 5	CU YD	\$33.91	766.00	\$25,975.06		\$0.00	766.00	\$25,975.06
28B	SALVAGE AGGREGATE (LV)	CU YD	\$23.00	(681.00)	(\$15,663.00)		\$0.00	0.00	\$0.00
31B	INSTALL SALVAGED AGGREGATE	CU YD	\$16.30	(862.00)	(\$14,050.60)		\$0.00	0.00	\$0.00
180	EXPLORATORY DIGGING AND REMOVALS FOR MISSING VALVE	LS	\$7,397.39	1.00	\$7,397.39		\$0.00	1.00	\$7,397.39
181	PRIME CONTRACTOR MARK UP	LS	\$739.74	1.00	\$739.74		\$0.00	1.00	\$739.74
182	REMOVE STEEL POST BY BANK	LS	\$400.00	1.00	\$400.00		\$0.00	1.00	\$400.00
183	GRADING YARD AT 4894 CEDAR SCENIC	LS	\$400.00	1.00	\$400.00		\$0.00	1.00	\$400.00
184	SEARCH FOR MISSING CURB STOP NORTH OF FOREST DRIVE	LS	\$400.00	1.00	\$400.00		\$0.00	1.00	\$400.00
185	ADD IRRIGATION BOXES TO ADJUSTED CLEANOUTS	LS	\$350.00	1.00	\$350.00		\$0.00	1.00	\$350.00
186	REMOVE OLD APPROACH ON CEDAR SCENIC STA. 219+00	LS	\$500.00	1.00	\$500.00		\$0.00	1.00	\$500.00

APPLICATION FOR PAYMENT NO. 11

PROJECT NO. BAXTE 168788
 CITY NO. 4423 & 4136
 OWNER CITY OF BAXTER
 CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

CONTRACT FOR: 2023 COMMERCIAL AND RESIDENTIAL FULL DEPTH RECLAMATION AND QUIET ZONE IMPROVEMENTS
 AGREEMENT DATE: 6/6/2023
 FOR WORK ACCOMPLISHED THROUGH: 9/20/2024

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
187	NEW CASTING AND CONCRETE RING	EA	\$639.00	2.00	\$1,278.00		\$0.00	2.00	\$1,278.00
188	SHORT LOAD SHIPPING	LS	\$950.00	1.00	\$950.00		\$0.00	1.00	\$950.00
189	ADDED INSTALLATION COST	EA	\$200.00	2.00	\$400.00		\$0.00	2.00	\$400.00
190	TREE TRIMMING	LS	\$1,730.00	1.00	\$1,730.00		\$0.00	1.00	\$1,730.00
TOTAL CHANGE ORDER NO. 3					\$46,591.12		\$0.00		\$104,478.47
CHANGE ORDER NO. 4									
191	MOBILIZATION - TIMBERWOOD DR	LS	\$2,240.00	1.00	\$2,240.00		\$0.00	1.00	\$2,240.00
192	SAWCUT CONCRETE	LIN FT	\$6.00	55.00	\$330.00		\$0.00	0.00	\$0.00
193	REMOVE CONCRETE	SQ FT	\$3.65	670.00	\$2,445.50		\$0.00	0.00	\$0.00
194	SAWCUT BITUMINOUS	LIN FT	\$6.00	60.00	\$360.00		\$0.00	0.00	\$0.00
195	REMOVE BITUMINOUS PAVEMENT	SQ FT	\$4.00	160.00	\$640.00		\$0.00	0.00	\$0.00
196	B818 CONCRETE CURB & GUTTER	LIN FT	\$59.00	35.00	\$2,065.00		\$0.00	0.00	\$0.00
197	CONCRETE MEDIAN	SQ FT	\$7.00	670.00	\$4,690.00		\$0.00	0.00	\$0.00
198	4" BITUMINOUS PATCH	SQ FT	\$9.55	160.00	\$1,528.00		\$0.00	0.00	\$0.00
199	SQUARE TUBE POST W/ WRAP AROUND DELINEATOR	EACH	\$361.95	22.00	\$7,962.90		\$0.00	44.00	\$15,925.80
200	RAILROAD FLAGGING, PERMITS, AND TC	LS	\$4,524.50	1.00	\$4,524.50		\$0.00	1.00	\$4,524.50
201	MOBILIZATION - HIGHLAND SCENIC RD	LS	\$2,240.00	1.00	\$2,240.00		\$0.00	1.00	\$2,240.00
202	REMOVE CONCRETE MEDIAN	SQ FT	\$8.50	290.00	\$2,465.00		\$0.00	268.00	\$2,278.00
203	SAWCUT BITUMINOUS	LIN FT	\$6.00	175.00	\$1,050.00		\$0.00	165.00	\$990.00
204	REMOVE BITUMINOUS PAVEMENT	SQ FT	\$3.95	355.00	\$1,402.25		\$0.00	223.00	\$880.85
205	MONOLITHIC CONCRETE MEDIAN	LIN FT	\$118.25	64.00	\$7,568.00		\$0.00	64.00	\$7,568.00
206	4" BITUMINOUS PATCH	SQ FT	\$11.10	355.00	\$3,940.50		\$0.00	223.00	\$2,475.30
207	RAILROAD FLAGGING, PERMITS, AND TC	LS	\$5,369.00	1.00	\$5,369.00		\$0.00	1.00	\$5,369.00
208	MOBILIZATION - ELDER DR	LS	\$900.50	1.00	\$900.50		\$0.00	1.00	\$900.50
209	SQUARE TUBE POST W/ WRAP AROUND DELINEATOR	EACH	\$361.95	36.00	\$13,030.20		\$0.00	36.00	\$13,030.20
210	RAILROAD FLAGGING, PERMITS, AND TC	LS	\$5,188.00	1.00	\$5,188.00		\$0.00	1.00	\$5,188.00
211	MOBILIZATION	LS	\$2,800.00	1.00	\$2,800.00		\$0.00	1.00	\$2,800.00
212	PIPE CULVERT REMOVE AND REPLACE 15" + APRONS	LIN FT	\$225.00	100.00	\$22,500.00		\$0.00	100.00	\$22,500.00
213	LINING CULVERT PIPE OFFSET JOINT CLEARWATER (SEE CO #5)	LS	\$5,791.23	1.00	\$5,791.23		\$0.00	0.00	\$0.00
214	MOBILIZATION - STRIPING	LS	\$1,660.00	1.00	\$1,660.00		\$0.00	1.00	\$1,660.00
215	4" SOLID LINE YELLOW	LIN FT	\$0.88	800.00	\$704.00		\$0.00	911.00	\$801.68
216	HANDICAP SYMBOL	EACH	\$44.25	1.00	\$44.25		\$0.00	2.00	\$88.50
217	12" HDPE PIPE CULVERT	LIN FT	\$411.50	16.00	\$6,584.00		\$0.00	16.00	\$6,584.00
218	12" HDPE APRON	EACH	\$282.20	4.00	\$1,128.80		\$0.00	4.00	\$1,128.80
219	REPLACE CMP APRON	LS	\$1,417.00	1.00	\$1,417.00		\$0.00	1.00	\$1,417.00
TOTAL CHANGE ORDER NO. 4					\$112,568.63		\$0.00		\$100,590.13
CHANGE ORDER NO. 5									
213A	CHANGE ORDER NO. 4 – CIPP LINING 5 LF SEGMENT 12-INCH RCP STORM SEWER PIPE OFFSET JOINT - CLEARWATER ROAD STA 0+50	LS	\$5,791.23	(1.00)	(\$5,791.23)		\$0.00	0.00	\$0.00
220	CIPP LINING 38 LF 12-INCH RCP STORM SEWER PIPE – CLEARWATER ROAD STA 6+95	LS	\$13,642.50	1.00	\$13,642.50	1.00	\$13,642.50	1.00	\$13,642.50
221	CIPP LINING 38 LF 12-INCH RCP STORM SEWER PIPE – CLEARWATER ROAD STA 12+95	LS	\$13,642.50	1.00	\$13,642.50	1.00	\$13,642.50	1.00	\$13,642.50
222	CIPP LINING 53 LF 24-INCH RCP CULVERT PIPE – CLEARWATER ROAD STA 35+73	LS	\$31,489.50	1.00	\$31,489.50	1.00	\$31,489.50	1.00	\$31,489.50
TOTAL CHANGE ORDER NO. 5					\$52,983.27		\$58,774.50		\$58,774.50
CHANGE ORDER NO. 6 - INCREASE FINAL COMPLETION DATE									
CHANGE ORDER NO. 7 - INCREASE FINAL COMPLETION DATE									
CHANGE ORDER NO. 8									
223	SEAL COAT HIRSHFIELD PARKING LOT	LS	\$3,910.00	1.00	\$3,910.00		\$0.00	1.00	\$3,910.00
224	RESEED SITE (TIME & MATERIALS)	LS	\$14,865.62	1.00	\$14,865.62		\$0.00	1.00	\$14,865.62
TOTAL CHANGE ORDER NO. 8					\$18,775.62		\$0.00		\$18,775.62

APPLICATION FOR PAYMENT NO. 11

PROJECT NO. BAXTE 168788
 CITY NO. 4423 & 4136
 OWNER CITY OF BAXTER
 CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.


CONTRACT FOR: 2023 COMMERCIAL AND RESIDENTIAL FULL DEPTH RECLAMATION AND QUIET ZONE IMPROVEMENTS
 AGREEMENT DATE: 6/6/2023
 FOR WORK ACCOMPLISHED THROUGH: 9/20/2024

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE		
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
CHANGE ORDER NO. 9										
225	MOBILIZATION	LUMP SUM	\$2,479.32	1.00	\$2,479.32	0.75	\$1,859.49	0.75	\$1,859.49	
226	TRAFFIC CONTROL	LUMP SUM	\$3,496.26	1.00	\$3,496.26	0.75	\$2,622.20	0.75	\$2,622.20	
227	SAWCUT CONCRETE PAVEMENT	LIN FT	\$6.13	31.00	\$190.03	31.00	\$190.03	31.00	\$190.03	
228	REMOVE CONCRETE	SQ FT	\$9.34	128.00	\$1,195.52	80.00	\$747.20	80.00	\$747.20	
229	SAWCUT BITUMINOUS PAVEMENT	LIN FT	\$6.13	66.00	\$404.58	44.00	\$269.72	44.00	\$269.72	
230	REMOVE BITUMINOUS PAVEMENT	SQ FT	\$6.28	168.00	\$1,055.04	77.00	\$483.56	77.00	\$483.56	
231	REMOVE CURB AND GUTTER	LIN FT	\$191.63	3.00	\$574.89		\$0.00	0.00	\$0.00	
232	SALVAGE AND REINSTALL DELINEATOR AND MOUNT	EACH	\$98.14	5.00	\$490.70		\$0.00	0.00	\$0.00	
233	SALVAGE SIGN / DELINEATOR AND POST	EACH	\$36.80	21.00	\$772.80		\$0.00	0.00	\$0.00	
234	B812 CONCRETE CURB & GUTTER	LIN FT	\$169.42	6.00	\$1,016.52		\$0.00	0.00	\$0.00	
235	CONCRETE MEDIAN	SQ FT	\$14.61	126.00	\$1,840.86	84.00	\$1,227.24	84.00	\$1,227.24	
236	COLORED CONCRETE	SQ FT	\$30.78	66.00	\$2,031.48	38.00	\$1,169.64	38.00	\$1,169.64	
237	4" BITUMINOUS PATCH	SQ FT	\$9.03	108.00	\$975.24	35.00	\$316.05	35.00	\$316.05	
238	TRAIL SIGN (WITH SQUARE TUBE POST AND BASE)	SQ FT	\$73.61	41.17	\$3,030.52		\$0.00	0.00	\$0.00	
239	TRAIL MARKER(BACK TO BACK WITH SQUARE TUBE POST AND BASE)	EACH	\$134.94	50.00	\$6,747.00		\$0.00	0.00	\$0.00	
240	MEDIAN SIGN (WITH SQUARE TUBE POST AND BASE)	SQ FT	\$73.61	7.25	\$533.67		\$0.00	0.00	\$0.00	
241	MEDIAN SIGN (WITH SQUARE TUBE POST ON EXISTING BASE)	SQ FT	\$73.61	126.00	\$9,274.86		\$0.00	0.00	\$0.00	
242	MEDIAN SIGN (ON EXISTING POST)	SQ FT	\$49.07	4.50	\$220.82		\$0.00	0.00	\$0.00	
TOTAL CHANGE ORDER NO. 9						\$36,330.11		\$8,885.13		\$8,885.13
SUMMARY										
TOTAL ITEMS BID						\$3,011,307.47		\$0.00		\$2,965,089.16
CHANGE ORDER NO. 2						\$82,719.40		\$0.00		\$105,099.33
CHANGE ORDER NO. 3						\$46,591.12		\$0.00		\$104,478.47
CHANGE ORDER NO. 4						\$112,568.63		\$0.00		\$100,590.13
CHANGE ORDER NO. 5						\$52,983.27		\$58,774.50		\$58,774.50
CHANGE ORDER NO. 8						\$18,775.62		\$0.00		\$18,775.62
CHANGE ORDER NO. 9						\$36,330.11		\$8,885.13		\$8,885.13
TOTAL						\$3,361,275.62		\$67,659.63		\$3,361,692.34

The undersigned Contractor certifies that all previous payments received from the Owner for work done under this contract have been applied to discharge in full all obligations the Contractor incurred in connection with the work covered by said progress payments. The undersigned Contractor agrees to pay all subcontractors within 10 days of receipt of payment from the municipality for undisputed services provided by the subcontractor. The Contractor agrees to pay interest as described under Minnesota state statute. In accordance with Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

Gross Amount Due \$3,361,692.34
 Less Retainage (1%) \$33,616.92
 Amount Eligible to Date \$3,328,075.42
 Less Previous Payments \$3,228,152.07
Amount Due This Application \$99,923.35

SUBMITTED ANDERSON BROTHERS CONSTRUCTION CO.
 11325 STATE HIGHWAY 210
 BRAINERD, MN 56401

BY: 

DATE: 9-24-24

RECOMMENDED SEH
 416 SOUTH 6TH STREET, SUITE 101
 BRAINERD, MN 56401

BY: 

DATE: 09/24/2024

APPROVED CITY OF BAXTER
 13190 MEMORYWOOD DRIVE
 BAXTER, MN 56425

BY: _____

DATE: _____

APPROVED CITY OF BAXTER
 13190 MEMORYWOOD DRIVE
 BAXTER, MN 56425

BY: _____

DATE: _____

APPROVED CITY OF BAXTER - UTILITIES COMMISSION
 13190 MEMORYWOOD DRIVE
 BAXTER, MN 56425

BY: _____

DATE: _____



ITEM REPORT
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the RL Larson Excavating, Inc. Change Order No. 6 in the increased amount of \$19,162.66 and extend the Final Completion Date to July 11, 2025 for the 2024 South Forestview Improvements Project, Municipal Project No. 4138

Approval Required: Simple Majority Vote

BACKGROUND

RL Larson Excavating, Inc. was awarded the Construction Contract for the project at the March 19, 2024 City Council Meeting.

Change Order No. 6 with RL Larson Excavating, Inc. includes added work items resulting in an estimated amount of \$19,162.66.

Description of Items are included here for reference:

After discussion with the Contractor, City staff, and SEH representatives, the contractor completed stump removal in various areas of the project utilizing a different method than included with the contractor’s bid. This change order includes labor and material for the requested method of stump removal.

Following clearing and grubbing operations along the pedestrian trail corridor, City staff requested additional clearing beyond planned limits. This change order accounts for additional time and materials to complete clearing operations.

During construction, discussions were held about watering areas of turf restoration. The Contractor directed their subcontractor to cease activities until a final resolution was made regarding watering restored turf areas. Change Order No. 4 resolved this matter, and the Contractor resumed work. This change order includes an additional mobilization charge for the turf restoration subcontractor.

Following review of grades on a pedestrian trail along Riverwood Road with City staff and SEH representatives, it was determined that additional grading and trail removal would be required to meet running slope constraints per the Americans with Disabilities Act (ADA). This change order includes labor and equipment required to completed additional grading.

During construction, City staff requested additional grading and topsoil placement outside of project limits in order to meet requirements of the general storm water permit. Additional labor and materials to complete the field adjustment is included with this change order.

Following review of tree and shrub planting plans, City staff requested modifications to contract quantities and additional varieties of plants. This change order includes updates to bid prices and additional prices for requested varieties of plants.

During review of contract completion dates it was evident that sufficient time was not provided for the Contractor to complete turf restoration following wear course paving. City staff requested that topsoil remain lower over the winter months adjacent to roadway edges and additional cautionary signage be installed. This change order includes an additional bid item to complete requested signage work. Included with this change order is to extend the final completion of the project from June 13, 2025 to July 11, 2025 to allow the turf to establish on the topsoil shouldering in 2025.

FINANCIAL IMPLICATIONS

A complete breakdown of the project budget as approved by City Council at the March 19, 2024 meeting when the assessments were adopted, current expenditures, and projected costs are outlined in the attached Exhibit A.

The costs associated with this change order are accounted for in the line item for "Contingencies".

STAFF RECOMMENDATIONS

The Utilities Commission and Staff recommend approval of the RL Larson Excavating, Inc. Change Order No. 6 in the increased amount of \$19,162.66 and Extend the Final Completion Date to July 11, 2025 for the 2024 South Forestview Improvements Project, Municipal Project No. 4138.

UTILITY COMMISSION ACTION REQUESTED

MOTION to approve the RL Larson Excavating, Inc. Change Order No. 6 in the increased amount of \$19,162.66 and Extend the Final Completion Date to July 11, 2025 for the 2024 South Forestview Improvements Project, Municipal Project No. 4138.

CHANGE ORDER NO. 6

Item 10.

OWNER	City of Baxter	DATE	September 13, 2024
CONTRACTOR	RL Larson Excavating, Inc.	SEH No.	BAXTE 172114
ENGINEER	SEH	City No.	4138
Project	2024 South Forestview Area Improvements, Baxter		

You are directed to make the following changes in the Contract Documents:

Description: The categories and items below are listed to provide background, add contract items, or provide adjustments to existing quantities for contract items to identify changes to the contract.

Part 1: Prior to commencement of tree grubbing operations, discussions were held about method of grubbing between the Contractor, Owner, and Engineer. The Contractor’s interpretation of contract language would allow for stump grinding and provided bid pricing to reflect grinding as the method of stump removal. City staff requested stump removal along the pedestrian trail alignment, CTC development alignment, and easement frontage along Tom Andrew’s development utilizing excavation equipment in lieu of grinding equipment. The additional work required to complete stump removal via excavation equipment is included in the bid item below.

Added Bid Items:

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
205	GRUBBING – SPECIAL	LUMP SUM	\$13,722.63	1	\$13,722.63
TOTAL					\$13,722.63

Part 2: City staff requested additional clearing and tub grinding of standing non-living timber and deadfall timber along the pedestrian trail corridor between Maryland Road and Forestview Drive beyond the established clearing limits. The extra work to clear standing and fallen trees, grading of disturbed areas, and on-site tub grinding of wood debris was completed on a time and materials basis. The added item below accounts for all materials and crew time necessary to complete this work.

Added Bid Items:

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
206	CLEARING - SPECIAL	LUMP SUM	\$9,926.29	1	\$9,926.29
TOTAL					\$9,926.29

Part 3: During construction, questions arose regarding payment for maintenance of installed sod that were ultimately resolved with Change Order No. 4. Prior to resolution, discussions held between the Contractor, Owner, and Engineer suggested that additional consideration of turf restoration methods necessitated further review. Following discussions the Contractor notified the turf restoration sub-contractor that further review was underway and directed them to cease sodding operations until notified otherwise. The turf restoration sub-contractor submitted additional pricing to account for additional mobilization and re-work of sod preparation. The added item below accounts for all materials and crew time necessary to complete this work.

Added Bid Items:

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
207	REMOBILIZATION – TURF RESTORATION	LUMP SUM	\$1,949.85	1	\$1,949.85
TOTAL					\$1,949.85

Part 4: The plans called for an elevation adjustment of Riverwood Road from Station 125+00 to 126+40 to accommodate access to Lift Station 26. During construction, it was discovered that the differences in roadway elevations from existing to planned would necessitate additional grading and replacement of approximately 115 feet of bituminous trail into Riverview Park beyond the plan limits to meet Americans with Disabilities Act (ADA) requirements. The Contractor was requested to provide the additional work. Due to timing, the grading work needed to be completed utilizing smaller equipment than originally planned. The increased labor and equipment costs associated with this work are provided in the added item below.

Added Bid Items:

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
208	GRADING TRAIL – SPECIAL	LUMP SUM	\$5,040.72	1	\$5,040.72
TOTAL					\$5,040.72

Part 5: To maintain compliance with the construction stormwater general permit, City staff requested additional grading and topsoil installation from the Contractor outside of project limits. A property adjacent to the project, 11907 Forestview Drive, had a significant soil disturbance due to connection with existing water and sewer services. The Contractor completed this additional grading and topsoil installation on a time and materials basis. Additional costs to complete this work are included in the bid item below.

Added Bid Items:

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
209	GRADING & TOPSOIL – SPECIAL	LUMP SUM	\$1,925.00	1	\$1,925.00
TOTAL					\$1,925.00

Part 6: After further review of tree and shrub planting plans, the City requested modifications to quantities and types of plantings. The Contractor provided updated unit pricing and restocking costs due to the reduction of the original order. Costs associated with modifications to planting are provided below.

Adjustments to Existing Bid Items (deduct):

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
152	CONIFEROUS TREE 3' HT CONT	EACH	\$605.00	-150	(\$90,750.00)
TOTAL					(\$90,750.00)

Added Bid Items:

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
210	CONIFEROUS TREE 3' HT CONT	EACH	\$698.25	100	\$69,825.00
211	ORNAMENTAL GRASS NO 1 CONT	EACH	\$72.98	4	\$291.92
212	RESTOCKING FEE - TREES	EACH	\$2,375.00	1	\$2,375.00
TOTAL					\$72,491.92

Part 7: The Contractor, Owner, and Engineer recently held discussions about remaining project schedule and reviewed completion dates. Further review of current schedule indicates that the Contractor will meet substantial completion dates as specified in the contract. The Owner and Engineer believe that sufficient time is not provided in the contract to fully establish turf areas to meet the final completion date of June 13, 2025. The Owner and Engineer recommend altering the final completion date of the contract to July 11, 2025. As part of modifications to the final contract completion date, City staff recommended maintaining a lower elevation of topsoil adjacent to paved areas for the winter to continue compliance with general storm water permitting due to limited season of growth. City staff requested additional signage be placed, cautioning “Low Shoulder”, until remaining topsoil can be placed in spring 2025. The added item below accounts for all labor and materials necessary to place requested signage and complete removal when appropriate.

Added Bid Items:

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
213	TEMPORARY SIGN SPECIAL (24"x24")	EACH	\$131.25	37	\$4,856.25
TOTAL					\$4,856.25

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$5,857,405.33	11/01/2024	06/13/2025
Net increase (decrease) from previous Change Order Nos. 1 to 5:	\$243,622.01	No Change	No Change
Contract price prior to the Change Order:	\$6,101,027.34	11/01/2024	06/13/2025
Net increase (decrease) of this Change Order:	\$19,162.66	No Change	07/11/2025
Contract price with all approved Change Orders:	\$6,120,190.00	11/01/2024	07/11/2025

In accordance with the Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

RECOMMENDED:

SEH
416 South 6th Street, Suite 101
Brainerd, MN 5601

By: *Scott D. Redlund*
Title: Project Engineer
Date: 09/26/2024

ACCEPTED

RL Larson Excavating, Inc.
2255 12th Street SE
St. Cloud, MN 56304

By: *[Signature]*
Title: CFO
Date: 9-26-24

APPROVED:

City of Baxter Utilities Commission
13190 Memorywood Drive
Baxter, MN 56425

By: _____
Title: _____
Date: _____

APPROVED:

City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

By: _____
Title: _____
Date: _____

APPROVED:

City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

By: _____
Title: _____
Date: _____

Scott Hedlund

From: Matt - R.L. Larson Excavating, Inc. <Mattj@rllarsoninc.com>
Sent: Wednesday, September 11, 2024 8:34 AM
To: Shane Murphy; Scott Hedlund
Subject: FW: Extra Costs - Grubbing - Continued Discussion
Attachments: DOC080124-08012024185837.pdf

Reminder – I already had submitted a total cost for the grubbing work, minus the extra trail corridor work (email to follow). This included the 1st round of tub grinding. This should be all ready to process.

Matt

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLLarsonInc.com



From: Matt - R.L. Larson Excavating, Inc.
Sent: Thursday, August 1, 2024 7:51 PM
To: Neil Heinonen <nheinonen@sehinc.com>; Shane Murphy <smurphy@sehinc.com>
Subject: RE: Extra Costs - Grubbing - Continued Discussion

Including Harbo Invoice for record.

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLLarsonInc.com



From: Matt - R.L. Larson Excavating, Inc.
Sent: Thursday, August 1, 2024 7:45 PM
To: Neil Heinonen <nheinonen@sehinc.com>; Shane Murphy <smurphy@sehinc.com>
Subject: Extra Costs - Grubbing - Continued Discussion

Neil / Shane,

I spent a couple of hours today pulling reports and digging into the ongoing grubbing discussion. My breakdown of the grubbed area payment shortage is as follows:

- BREAKDOWN OF PAYMENT TO RL LARSON FOR GRUBBING CTC ALIGNMENT, TRAIL ALIGNMENT, AND ANDREWS DEVELOPMENT FRONTAGE:
 - GRUBBING (ACRE) = 5.75 ACRES @ \$6,150.00 / ACRE = \$35,362.50

- GRUBBING (TREE) = 41 TREES @ \$307.00 / TREE = \$12,587.00
- TOTAL = \$47,949.50

- BREAKDOWN OF RL LARSON COSTS FOR GRUBBING CTC ALIGNMENT, TRAIL ALIGNMENT, AND ANDREWS DEVELOPMENT FRONTAGE:
 - CREW HOURS (EQUIPMENT & LABOR): 32 HOURS @ \$1,795 / HR = \$57,440.00
 - 7 MAN CREW: \$1,795 / HR
 - FOREMAN W/ PICKUP & GPS: \$175.00 / HR
 - CAT 349 EXCAVATOR: \$340.00 / HR
 - CAT 322 EXCAVATOR: \$230.00 / HR
 - 2 CAT SKIDSTEERS @ \$175.00 / HR / EA
 - 2 OFF ROAD HAUL TRUCKS @ \$350.00 / HR / EA
 - TUB GRINDING COST: \$3,479.13 LUMP SUM
 - CHARGING ½ OF INVOICED COST OF \$6,958.26. OTHER ½ OF COST ALLOCATED AGAINST LUMP SUM BRUSH PILE DISPOSAL LINE ITEM
 - GRINDING / WOOD CHIP SPREADING: CAT D6T – 3 HOURS @ \$251.00 / HR = \$753.00
 - TOTAL = \$61,672.13
- **TOTAL PERCEIVED SHORTAGE = \$13,722.63**

Matt

P.S. : For the record, I still don't agree with you going against the language of the specifications for clearing / grubbing by the acre in order to avoid payment of the offset allocated for crown wood.

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLLarsonInc.com



Change Order No. 6, Part 1

Inv Item 10.

Harbo Mulch Inc.
 5843 County Road 45
 Brainerd, MN 56401
 Cell (218)838-3185
 Fax (218)828-1151

Date	Invoice #
4/30/2024	24051

Bill To
RL Larson 2255 12th St SE St. Cloud, MN 56304

Job - 546

Terms
Net 15

Description	Qty	Rate	Amount
4.25.24- 4 hours tub grinding Forestview Dr	4	700.00	2,800.00T
4.26.24- 3.5 hours tub grinding Forestview Dr	3.5	700.00	2,450.00T
Mobe	1	1,200.00	1,200.00T
TAX EXEMPT PLEASE SEND ST3 FORM ALONG WITH YOUR PAYMENT SO WE CAN UPDATE OUR RECORDS. THANK YOU			
Sales Tax		7.88%	508.26
If tax exempt please send ST3 form along with your payment. Thank You			
Total			\$6,958.26

Scott Hedlund

From: Matt - R.L. Larson Excavating, Inc. <Mattj@rllarsoninc.com>
Sent: Wednesday, September 11, 2024 8:41 AM
To: Shane Murphy; Scott Hedlund
Subject: RE: Baxter - Change Order - Trail Corridor Additional Clearing
Attachments: Harbo Mulch - 090924.pdf

I now have the invoice from Habo Mulch for the 2nd / Final round of tub grinding. Invoice attached for your records. I'm looking for 1/2 of the tub grinding paid through the change order. RL Larson will pay the other half based on grinding required for other trees cleared and stockpiled that were paid through the contract items. I've revised the breakdown below to include this, and have come up with a total of \$9,138.79 for the additional clearing work completed through the trail corridor.

Matt

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLLarsonInc.com



From: Matt - R.L. Larson Excavating, Inc.
Sent: Thursday, August 29, 2024 6:20 PM
To: Shane Murphy <smurphy@sehinc.com>
Subject: Baxter - Change Order - Trail Corridor Additional Clearing

Shane,

Below is the breakdown of price for completing the requested additional width tree clearing / dead tree removal along the future trail corridor. This price breakdown includes those reductions, as discussed, to account for a cost share of the restoration of the Fiber Dr / Mesabi alignment.

- CREW HOURS: 6.0 HRS @ \$990.00 / HR = \$5,940.00
 - FORESTRY MULCHER – OPERATOR ONLY: \$135.00 / HR
 - FOREMAN & PICKUP: \$160.00 / HR
 - CAT SKID STEER: \$175.00 / HR
 - CAT 966 LOADER: \$250.00 / HR
 - LABORER #1: \$135.00 / HR
 - LABORER #2: \$135.00 / HR
- FORESTRY MULCHER RENTAL: \$1,582.38 + 5% MARKUP = \$1661.50
- HARBO MULCHING COSTS: 1/2 of \$3,074.58 = \$1,537.29 (No Markup)
- **TOTAL \$9,138.79**

Matt

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLLarsonInc.com



Change Order No. 6, Part 2

Item 10.

INVOICE

Harbo Mulch Inc
5843 County Road 45
Brainerd, MN 56401

harbomulchinc@gmail.com
+1 (218) 838-3185
www.harbomulch.com



Bill to

RL Larson
2255 12th St SE
St. Cloud, MN 56304

Ship to

RL Larson
2255 12th St SE
St. Cloud, MN 56304

Invoice details

Invoice no.: 24256
Terms: Net 15
Invoice date: 09/09/2024

#	Product or service	Description	Qty	Rate	Amount	
1.	Grinding	9.9.24- Forestview Drive Wood Debris Grinding	1	\$2,850.00	\$2,850.00	
					Subtotal	\$2,850.00
					Sales tax	\$224.58
					Total	\$3,074.58

Please mail a check or contact Harbo Mulch Inc to pay another way.

Note to customer
Colored mulch needs 24-48 hours to cure before being exposed to rain

Scott Hedlund

From: Matt - R.L. Larson Excavating, Inc. <Mattj@rllarsoninc.com>
Sent: Thursday, August 29, 2024 6:00 PM
To: Shane Murphy
Subject: Baxter - Trail Grading Clean-Up Change Order (8/26)

Shane,

The requested additional grading clean-up, following the completed extra tree removal along the trail corridor, as requested by Trevor totals as follows:

- CAT SKID-LOADER: 4.5 HOURS @ \$175.00 / HR = \$787.50

Matt

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLLarsonInc.com



Scott Hedlund

From: Matt - R.L. Larson Excavating, Inc. <Mattj@rllarsoninc.com>
Sent: Thursday, August 15, 2024 12:24 PM
To: Scott Hedlund; Shane Murphy
Subject: Baxter - Extra Work Pricing - Turf Remobilization
Attachments: #546 - CO - Turf Re-Mobilization - 081424.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

SEH,

The revised cost for ECS remobilizing to the site due to the City's hold on sod & turf installation is \$1949.85 (Invoice + 5% Prime Contractor Markup).

Note this is greatly reduced from the first invoice I received from ECS when we initially kicked them off the jobsite.

Matt

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLLarsonInc.com





P.O. Box 365, Esko, MN 55733
(218) 879-5000

Invoice

Date	Invoice #
8/1/2024	2015265

Bill To

RL Larson Excavating, Inc.
2255 12th St. SE
St. Cloud, MN 56304

NOW SIGNATORY WITH LABORERS LOCAL #1091

Project

2024 South Forestview Area Improvements

Quantity	Description	U/M	Rate	Amount
12	WORK DATE 8/6/2024 - ADDITIONAL TO CONTRACT (Re-Prepping for Sod) HR: 4 Laborers		110.00	1,320.00
3	Each: non -refundable Motel Room Reservations (7/31/2024)		179.00	537.00

We appreciate your prompt payment.

Total	\$1,857.00
Payments/Credits	\$0.00
Balance Due	\$1,857.00

Scott Hedlund

From: Shane Murphy
Sent: Monday, September 16, 2024 11:24 AM
To: Shane Murphy
Cc: Matt - R.L. Larson Excavating, Inc.; Scott Hedlund
Subject: RE: Baxter - Extra Work - Rivewood Rd - Trail Grading Extension

Matt,

See below for the amendment to this extra as discussed over the phone today. Let me know if you disagree or have additional questions.

- LABOR & EQUIPMENT: \$6,220.00
 - CAT 966 LOADER: 5.0 HRS @ \$250.00 / HR = \$1,250.00
 - CAT TRACKED SKIDSTEER: 2 EACH @ 5.0 HRS/EACH => 10 HRS @ \$175.00/HR = \$1,750.00
 - QUAD AXLE DUMP TRUCK: 2 EACH @ 5.0 HRS/EACH => 10 HRS @ \$155.00/HR = \$1,550.00
 - FOREMAN WITH PICKUP: 2.0 HRS @ \$160.00/HR = \$320.00
 - GENERAL LABORER: 2 EACH @ 5.0 HRS/EACH => 10 HRS @ \$135.00/HR = \$1,350.00
- MATERIALS: \$1,420.32
 - TOPSOIL BORROW: 27 .0 CY @ \$34.00 = \$918.00
 - AGGREGATE BASE CLASS 5: 39 CY (LV) = 54.6 TON @ \$9.20 / TON (MATERIAL + TAX) = \$502.32 **6 inches of Class 5 is included with bituminous trail restoration item. The equivalent amount is to be reduced from this extra. 39 CY (LV) = 28 CY (CV). 28 CY (CV) x \$26.50/CY = \$742.00**
- SAWING EXISTING BIT: 24 LF => INCLUDED IN T&M
- REMOVE EXISTING BIT TRAIL: 153 SY => INCLUDED IN T&M
- COMMON EMBANKMENT: 87 CY => INCLUDED IN T&M

TOTAL = \$7,640.32 - \$742.00 = \$6898.32

Portions of this extra to be paid as units

Sawing bituminous (Line 13) – 24 LF x \$2.30/LF = \$55.20
Remove bituminous driveway pavement (Line 28) – 168 SY x \$3.40/SY = \$571.20
Common embankment (Line 33) – 87 CY x \$3.60/CY = \$313.20
Topsoil borrow (Line 143) – 27 CY x \$34.00/CY = \$918.00

TOTAL paid in units = \$1857.60

Remaining to include in change order

Labor & Materials (from above) = \$6898.32
Items to be paid as unit pricing = \$(1857.60)

TOTAL to include in change order = \$5040.72

Shane Murphy
Lead Resident Project Representative
Short Elliott Hendrickson, Inc.
612.226.7984 mobile

Building a Better World for All of Us®
Follow [SEH](#) on [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Instagram](#)

From: Shane Murphy
Sent: Monday, September 16, 2024 9:56 AM
To: Matt - R.L. Larson Excavating, Inc. <Mattj@rllarsoninc.com>
Subject: RE: Baxter - Extra Work - Rivewood Rd - Trail Grading Extension

Matt,

See below for comments in red.

- LABOR & EQUIPMENT: \$6,220.00 – Let’s discuss some of the hours. I think we should be backing some time into unit pricing.
 - CAT 966 LOADER: 5.0 HRS @ \$250.00 / HR = \$1,250.00
 - CAT TRACKED SKIDSTEER: 2 EACH @ 5.0 HRS/EACH => 10 HRS @ \$175.00/HR = \$1,750.00
 - QUAD AXLE DUMP TRUCK: 2 EACH @ 5.0 HRS/EACH => 10 HRS @ \$155.00/HR = \$1,550.00
 - FOREMAN WITH PICKUP: 2.0 HRS @ \$160.00/HR = \$320.00
 - GENERAL LABORER: 2 EACH @ 5.0 HRS/EACH => 10 HRS @ \$135.00/HR = \$1,350.00
- MATERIALS: \$1,420.32
 - TOPSOIL BORROW: 27 .0 CY @ \$34.00 = \$918.00 to remove from CO and pay units
 - AGGREGATE BASE CLASS 5: 39 CY (LV) = 54.6 TON @ \$9.20 / TON (MATERIAL + TAX) = \$502.32 6” class 5 is included with trail paving item
- SAWING EXISTING BIT: 24 LF => INCLUDED IN T&M to pay units.
- REMOVE EXISTING BIT TRAIL: 153 SY => INCLUDED IN T&M to pay units. I measured 126’ x 12’ from end of new concrete ped ramp to existing bituminous trail (168 SY when finished). I think Brandon’s number was slightly less because a portion was already removed?
- COMMON EMBANKMENT: 87 CY => INCLUDED IN T&M to pay units.

TOTAL = \$7,640.32

Sawing bituminous (Line 13) – 24 LF x \$2.30/LF = \$55.20
 Remove bituminous driveway pavement (Line 28) – 168 SY x \$3.40/SY = \$571.20
 Common embankment (Line 33) – 87 CY x \$3.60/CY = \$313.20
 Topsoil borrow (Line 143) – 27 CY x \$34.00/CY = \$918.00
 Bituminous trail restoration (Line 48) – 168 SY x \$31.50/SY = \$5292.00
TOTAL without additional labor charges, after paving = \$7149.60

Additional labor charges - ? Call to discuss

Shane Murphy
Lead Resident Project Representative
Short Elliott Hendrickson, Inc.
612.226.7984 mobile

Building a Better World for All of Us®
Follow [SEH](#) on [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Instagram](#)

From: Matt - R.L. Larson Excavating, Inc. <Mattj@rllarsoninc.com>
Sent: Wednesday, September 11, 2024 8:31 AM
To: Shane Murphy <smurphy@sehinc.com>; Scott Hedlund <shedlund@sehinc.com>
Subject: Baxter - Extra Work - Rivewood Rd - Trail Grading Extension

Below is the breakdown for work completed extending the bike trail tie-in at the end of Riverwood Road on 8/30. Based on our previous meeting, it sounds that the city is requesting additional embankment widening be completed, and that will be in addition to what's listed below.

- LABOR & EQUIPMENT: \$6,220.00
 - CAT 966 LOADER: 5.0 HRS @ \$250.00 / HR = \$1,250.00
 - CAT TRACKED SKIDSTEER: 2 EACH @ 5.0 HRS/EACH => 10 HRS @ \$175.00/HR = \$1,750.00
 - QUAD AXLE DUMP TRUCK: 2 EACH @ 5.0 HRS/EACH => 10 HRS @ \$155.00/HR = \$1,550.00
 - FOREMAN WITH PICKUP: 2.0 HRS @ \$160.00/HR = \$320.00
 - GENERAL LABORER: 2 EACH @ 5.0 HRS/EACH => 10 HRS @ \$135.00/HR = \$1,350.00
- MATERIALS: \$1,420.32
 - TOPSOIL BORROW: 27 .0 CY @ \$34.00 = \$918.00
 - AGGREGATE BASE CLASS 5: 39 CY (LV) = 54.6 TON @ \$9.20 / TON (MATERIAL + TAX) = \$502.32
- SAWING EXISTING BIT: 24 LF => INCLUDED IN T&M
- REMOVE EXISTING BIT TRAIL: 153 SY => INCLUDED IN T&M
- COMMON EMBANKMENT: 87 CY => INCLUDED IN T&M
- **TOTAL = \$7,640.32**

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLlarsonInc.com



Scott Hedlund

From: Matt - R.L. Larson Excavating, Inc. <Mattj@rllarsoninc.com>
Sent: Wednesday, September 11, 2024 8:02 AM
To: Shane Murphy; Scott Hedlund
Subject: Baxter - Extra Work -Restoration Work @ 11907 Forestview Dr

Below is the breakdown for work completed regrading and restoring the yard at 11907 Forestview Dr, as directed by Trevor Thompson. Area is outside of project grading limits, but adjacent to the project. It appeared that the yard had been greatly disturbed / damaged by the private contractor doing the sewer & water connections.

- LABOR & EQUIPMENT: \$1,415.00
 - CAT TRACKED SKIDSTEERS (1 FOR 2 HRS, 1 FOR 1 HR): 3.0 HRS @ \$175.00/HR = \$525.00
 - FOREMAN WITH PICKUP: 0.5 HRS @ \$160.00/HR = \$80.00
 - GENERAL LABORER: 3 EACH @ 2HRS/EACH => 6 HRS @ \$135.00/HR = \$810.00
- MATERIALS: \$510.00
 - 15.0 CY @ \$34.00 = \$510.00
- TOTAL = \$1,925.00

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLLarsonInc.com



Scott Hedlund

From: Matt - R.L. Larson Excavating, Inc. <Mattj@rllarsoninc.com>
Sent: Tuesday, September 10, 2024 7:18 AM
To: Shane Murphy; Scott Hedlund
Subject: FW: Baxter Trees

SEH,

ECS reached out to me and stated that Shane had informed them of revised tree quantities. ECS laid out some concerns and revised pricing for the quantities to be installed (see below). Also note that the quantity of trees eliminated from the project may be subject to restocking, should ECS incur costs from the grower for trees already dug and prepared for shipment. Please consider that the order for these trees had to be placed weeks / months ago in order to have them ready for the project planting window. Please review the information below and comment ASAP so that we can all move forward.

Matt

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLLarsonInc.com



From: Erosion Control Specialists <office@erosion-control-specialists.com>
Sent: Monday, September 9, 2024 8:54 AM
To: Matt - R.L. Larson Excavating, Inc. <Mattj@rllarsoninc.com>
Subject: Baxter Trees

Matt,

I just received a “proposed” change in the quantity of trees for the Baxter project. These trees have been secured at our grower per plan quantity. The large reduction in 3’ trees will require us to make a price change to ~~\$665.00 each~~ **(\$698.25 / EA w/ 5% prime markup)** for the revised quantity. There may be a re-stocking fee from the grower if they have already begun digging the order (we were scheduled to pick-up next week). The addition to the 6’ trees is actually only 4 (per plan). These are subject to availability. The Karl Foerster grasses will have to be ordered. These are not a contract item. Price ~~\$69.50 each~~ **(\$72.98 / EA w/ 5% prime markup)**. I will need pricing approval before I try make changes. It is important that we have a decision today. Thank you.

Deb Schwarzkopf, Office Manager



P.O. Box 365, Esko, MN 55733
(218) 879-5000

Shane Murphy

From: Matt - R.L. Larson Excavating, Inc. <Mattj@rllarsoninc.com>
Sent: Friday, September 20, 2024 7:02 AM
To: Shane Murphy
Subject: FW: Baxter Low Shoulder Quote
Attachments: 2024 Baxter Low Shoulder Quote.docx

Also, this quote is for Superior keeping the signs after completion. The signs would not be given to the City of Baxter at this price.

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLLarsonInc.com



From: Matt - R.L. Larson Excavating, Inc.
Sent: Friday, September 20, 2024 7:00 AM
To: Shane Murphy <smurphy@sehinc.com>
Subject: FW: Baxter Low Shoulder Quote

Shane,

The price for the low shoulder signage is \$4,856.25 (Subcontractor Quote + 5% Markup). There is NO MAINTENANCE of the signs included over the winter. If something happens and a repair / replacement is necessary, that would be invoiced separately.

Matt

Matt John, PE | Superintendent | 2255 12th Street SE, St. Cloud, MN 56304 |
Mobile: (218) 405-0280 | **Email:** MattJ@RLLarsonInc.com



From: Superior Traffic <superiortraffichh@gmail.com>
Sent: Thursday, September 19, 2024 6:07 PM
To: Matt - R.L. Larson Excavating, Inc. <Mattj@rllarsoninc.com>
Subject: Baxter Low Shoulder Quote

Change Order No. 6, Part 7



SUPERIOR TRAFFIC CONTROL

7626 57th ST SE St. Cloud
MN 56304
Email: superiortraffichh@gmail.com

Date: 9/19/24
Baxter
Winter Signage

PROJECT	ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	LINE TOTAL
		24"x24" Low Shoulder Signs	EA	37	\$125.00	\$4,625.00
TOTAL						\$4,625.00

NOTES

1. Low Shoulder Signs Includes MOB, 1 Setup/ Pickup of Traffic Control according to plan.
2. This quote to become the prevailing part of the subcontract.
3. Superior Traffic Control will need 10 days' notice to begin work.
4. Any extra material will be subject to additional charges. \$375.00 delivery fee unless delivered at time of setup.

EXCLUDED:

Lump sum traffic control does **NOT** include, Maintenance, No Parking Signs, PE Signed Traffic Control Drawings, Lane Shifts, Detours Temp Mailboxes, TPAR, Temp Ped Ramps, Sidewalks, Boardwalks, Hard Surfaces, Audible Ped Barricades, Barrier Wall/ Water barrier/Ped Barrier, Flaggers, police, pilot cars, light towers, pavement marking/ pavement marking removal, TRPM'S, sweeping, dust control, truck mounted crash attenuators, Gravel Entrances, Fencing, speed boards, arrow boards, incidental sign salvaging/relocating, temporary bypasses, daily maintenance/ supervisor and bond; **Daily maintenance is contractors responsibility.**

Questions call Andrew Hemish (320) 420-2075 or Tyler Hagen (320) 309-0239.

THANK YOU FOR YOUR BUSINESS!

Exhibit A: Project Cost Summary for 2024 South Forestview Area Improvements Project
 Municipal Project No. 4138
 Date: September 26, 2024

Budget Line Item	Approved Budget (3/19/2024)	Added/ Modified Items	Current Expenditures	Projected Final
Pre-order Lift Station Equipment (Quality Flow):	\$115,800.00		\$115,800.00	\$115,800.00
Fletcher Trucking Winter Tree Clearing Contract:	\$25,180.00		\$25,180.00	\$25,180.00
Fletcher Trucking Winter Tree Clearing- C. O. 1	\$20,000.00		\$17,040.00	\$17,040.00
Construction:	\$5,857,405.33			\$5,857,405.33
Pending Change Order for C-oil in non-wear:	\$23,520.00			\$23,520.00
Additional Tree Grubbing (RL Larson Contract):	\$24,600.00			\$24,600.00
Change Order 1 (not including line item for C Oil):	--	\$23,957.90		\$23,957.90
Change Order 2:	--	\$20,670.55		\$20,670.55
Change Order 3:	--	\$4,343.33		\$4,343.33
Change Order 4:	--	\$146,000.00		\$146,000.00
Change Order 5:		\$25,130.23		\$25,130.23
Change Order 6:		\$19,162.66		\$19,162.66
Quantity Overruns/Budgeted Future Change Orders	--	\$80,000.00		\$80,000.00
Total Construction	--		\$4,616,346.75	
Contingencies:	\$451,642.90	-Modified-	--	\$132,378.23
Engineering, Geotechnical, Testing (SEH):	\$1,425,000.00		\$1,116,677.30	\$1,425,000.00
Lift Station SCADA Integration (AE2S):	\$29,560.00			\$29,560.00
Property Acquisition/Professional Services for ROW:	\$65,000.00		\$65,000.00	\$65,000.00
Bonding, Finance, Administrative, Miscellaneous	\$258,941.93		\$258,941.93	\$258,941.93
	\$8,296,650.16	\$319,264.67	\$6,214,985.98	\$8,293,690.16

Construction Cost Notes

Several modifications to the plans for this project have been initiated and/or completed. To date, the project budget impacts are approximate and will be updated as more information is determined.

- Development/replat for Forestview Acres along Forestview Drive (added services).
- Fence work along a property on Maryland Road.
- Additional paving on Fiber Drive.
- Revised grading limits and roadway tie in slopes along Parkview Circle.
- Various completed Change Orders, potential Change Orders, or quantity overruns identified as construction progresses.

Contingencies Projected Final line item includes placeholder for anticipated Spring 2025 turf restoration repair work.

Consultant Budget Notes

Scope changes identified in the Construction Cost Notes section above and other services outside of the original contract have been requested that impact the consultant budget, and may be addressed in a future fee amendment request. SEH and City staff will monitor the consultant budget and provide updates as the items resolve.



ITEM REPORT CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve RL Larson Excavating, Inc Partial Pay Estimate No. 6 in the amount of \$698,703.87 for the 2024 South Forestview Area Improvements Project, Municipal Project No. 4138

Approval Required: Simple Majority Vote

BACKGROUND

RL Larson Excavating, Inc. was awarded the Construction Contract for the project at the March 19, 2024 City Council Meeting.

Partial Pay Estimate No. 6 is for work completed through September 13, 2024. The work included with this payment is for excavation, embankment, roadway and driveway paving, concrete flat work, mailboxes, turf establishment, and utility construction items.

FINANCIAL IMPLICATIONS

A complete breakdown of the project budget as approved by City Council at the March 19, 2024 meeting when the assessments were adopted, current expenditures, and projected costs are outlined in the attached Exhibit A.

The Contractor has earned \$4,859,686.62 to date, which represents approximately 79.4% of the contract value. Per the contract, 5% is being retained. The summary below notes the amount due and the amount compensated with previous payments.

Summary:

Gross Amount Due: \$4,859,686.62

Less 5% Retainage: \$242,984.33

Amount Eligible for Payment To Date: \$4,616,702.29

Less Previous Payments: \$3,917,998.42

Amount Due with Application for Payment No. 6 \$698,703.87

STAFF RECOMMENDATIONS

The Utilities Commission and Staff recommends approval of the RL Larson Excavating, Inc. Partial Pay Estimate No. 6 to in the amount of \$698,703.87 for the 2024 South Forestview Area Improvements Project, Municipal Project No. 4138.

UTILITY COMMISSION ACTION REQUESTED

MOTION to approve the RL Larson Excavating, Inc. Partial Pay Estimate No. 6 in the amount of \$698,703.87 for the 2024 South Forestview Area Improvements Project, Municipal Project No. 4138.

Short Elliott Hendrickson Inc.
 416 South 6th Street, Suite 101
 Brainerd, MN 56401

Contract Number: BAXTE 172114
 Pay Request Number: 6

Project Number	Project Description
BAXTE 172114	2024 South Forestview Area Improvements

Contractor: RL Larson Excavating, Inc. 2255 12th Street SE St. Cloud, MN 56304	Vendor Number: Up To Date: 09/13/2024
---	--

Contract Amount

Original Contract	\$5,857,405.33
Contract Changes	\$262,784.67
Revised Contract	\$6,120,190.00

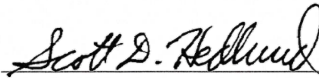
Work Certified To Date

Base Bid Items	\$4,221,826.01
Contract Changes	\$535,615.75
Material On Hand	\$102,244.86
Total	\$4,859,686.62

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$735,477.76	\$4,859,686.62	\$242,984.33	\$3,917,998.42	\$698,703.87	\$4,616,702.29
Percent: Retained: 5%			Percent Complete: 79.4%		

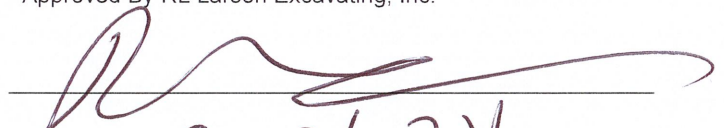
This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By Short Elliott Hendrickson Inc.



Date 09/26/2024

Approved By RL Larson Excavating, Inc.



 Date 9-26-24

Approved By City of Baxter

 Date _____

Approved By City of Baxter

 Date _____

Approved By City of Baxter – Utilities Commission

 Date _____

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2024-04-26	\$435,553.11	\$21,777.66	\$413,775.45
2	2024-05-17	\$1,458,692.40	\$72,934.62	\$1,385,757.78
3	2024-06-20	\$585,814.65	\$29,290.73	\$556,523.92
4	2024-07-19	\$786,642.00	\$39,332.10	\$747,309.90
5	2024-08-16	\$857,506.70	\$42,875.33	\$814,631.37
6	2024-09-13	\$735,477.76	\$36,773.89	\$698,703.87

Funding Category Name	Funding Category No.	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
City of Baxter		\$4,859,686.66	\$242,984.33	\$3,917,998.44	\$698,703.89	\$4,616,702.33

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
172114	Local	\$698,703.89	\$6,120,190.00	\$5,857,405.33	\$4,616,702.33

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	1	MOBILIZATION	LUMP SUM	\$215,000.00	1	0	\$0.00	0.95	\$204,250.00
Base Bid	2	2	TRAFFIC CONTROL	LUMP SUM	\$5,640.00	1	0.1	\$564.00	0.95	\$5,358.00
Base Bid	3	3	LABORER	HOUR	\$0.01	120	0	\$0.00	0	\$0.00
Base Bid	4	4	EXCAVATOR	HOUR	\$0.01	60	0	\$0.00	0	\$0.00
Base Bid	5	5	SKIDSTEER	HOUR	\$0.01	100	0	\$0.00	0	\$0.00
Base Bid	6	6	MOTOR GRADER	HOUR	\$0.01	40	0	\$0.00	0	\$0.00
Base Bid	7	7	CLEARING AND GRUBBING	ACRE	\$10,200.00	5.25	0	\$0.00	1.85	\$18,870.00
Base Bid	8	8	CLEARING AND GRUBBING	TREE	\$615.00	18	0	\$0.00	31	\$19,065.00
Base Bid	9	9	GRUBBING	ACRE	\$6,150.00	3.32	0	\$0.00	5.9	\$36,285.00
Base Bid	10	10	GRUBBING	TREE	\$307.00	33	0	\$0.00	42	\$12,894.00
Base Bid	11	11	DISPOSE OF BRUSH/STUMP PILE	LUMP SUM	\$4,100.00	1	0	\$0.00	1	\$4,100.00
Base Bid	12	12	TREE TRIMMING/PRUNING	HOUR	\$190.00	80	0	\$0.00	0.5	\$95.00
Base Bid	13	13	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.30	1185	267	\$614.10	1002	\$2,304.60
Base Bid	14	14	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.50	97	50	\$275.00	110	\$605.00
Base Bid	15	15	SALVAGE HYDRANT AND VALVE	EACH	\$1,020.00	1	0	\$0.00	1	\$1,020.00
Base Bid	16	16	SALVAGE ADDRESS SIGN	EACH	\$10.50	78	0	\$0.00	0	\$0.00
Base Bid	17	17	SALVAGE SIGN	EACH	\$51.50	7	0	\$0.00	0	\$0.00
Base Bid	18	18	SALVAGE LIGHT POLE	EACH	\$333.00	11	10	\$3,330.00	10	\$3,330.00
Base Bid	19	19	SALVAGE MAILBOX & REMOVE SUPPORT	EACH	\$20.50	82	25	\$512.50	25	\$512.50
Base Bid	20	20	SALVAGE DELINIATOR	EACH	\$41.00	8	0	\$0.00	0	\$0.00
Base Bid	21	21	SALVAGE BOLLARD	EACH	\$256.00	1	0	\$0.00	0	\$0.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	22	22	SALVAGE BOULDER	EACH	\$98.50	6	0	\$0.00	0	\$0.00
Base Bid	23	23	REMOVE SIGN	EACH	\$51.50	35	0	\$0.00	0	\$0.00
Base Bid	24	24	REMOVE BARRICADE	EACH	\$103.00	2	0	\$0.00	0	\$0.00
Base Bid	25	25	REMOVE FENCE	LIN FT	\$6.00	122	0	\$0.00	0	\$0.00
Base Bid	26	26	REMOVE CULVERT	LIN FT	\$10.50	221	0	\$0.00	0	\$0.00
Base Bid	27	27	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$2.60	34688	0	\$0.00	31443.8	\$81,753.88
Base Bid	28	28	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$3.40	3730	0	\$0.00	3245	\$11,033.00
Base Bid	29	29	REMOVE CONCRETE PAVEMENT	SQ YD	\$5.70	312	0	\$0.00	317.1	\$1,807.47
Base Bid	30	30	REMOVE CONCRETE SIDEWALK	SQ YD	\$25.00	15	0	\$0.00	23	\$575.00
Base Bid	31	31	SALVAGE AGGREGATE BASE	CU YD	\$39.00	11	0	\$0.00	0	\$0.00
Base Bid	32	32	EXCAVATION-COMMON (EV)	CU YD	\$13.00	26575	10731.5	\$139,509.50	23917.5	\$310,927.50
Base Bid	33	33	COMMON EMBANKMENT (CV)	CU YD	\$3.60	16398	5126.76	\$18,456.34	14758.2	\$53,129.52
Base Bid	34	34	DEWATERING	LUMP SUM	\$24,800.00	1	0.2	\$4,960.00	0.95	\$23,560.00
Base Bid	35	35	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$1.50	200	7	\$10.50	38.5	\$57.75
Base Bid	36	36	SUBGRADE PREPARATION	ROAD STA	\$573.00	36	0	\$0.00	36	\$20,628.00
Base Bid	37	37	CONSTRUCTION WATER	PER 1000 GAL	\$30.00	1500	0	\$0.00	808	\$24,240.00
Base Bid	38	38	AGGREGATE BASE (CV) CLASS 5 (P) (P)	CU YD	\$26.50	6799	1525	\$40,412.50	6799	\$180,173.50
Base Bid	39	39	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$88.00	3528	0	\$0.00	0	\$0.00
Base Bid	40	40	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	TON	\$77.00	0	0	\$0.00	0	\$0.00
Base Bid	41	41	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.80	1912	0	\$0.00	0	\$0.00
Base Bid	42	42	RESHAPE GRAVEL & SHAPE TOPSOIL	ROAD STA	\$524.00	36	0	\$0.00	36	\$18,864.00
Base Bid	43	43	AGGREGATE SURFACING (CV) CLASS 5 (P) (ACCESS ROAD) (P)	CU YD	\$34.00	1655	0	\$0.00	1655	\$56,270.00
Base Bid	44	44	INSTALL SALVAGED AGGREGATE BASE	CU YD	\$47.50	11	0	\$0.00	0	\$0.00
Base Bid	45	45	TRUNCATED DOMES	SQ FT	\$82.00	52	53	\$4,346.00	53	\$4,346.00
Base Bid	46	46	BITUMINOUS DRIVEWAY RESTORATION (RESIDENTIAL)	SQ YD	\$40.00	3250	1810.7	\$72,428.00	3520.7	\$140,828.00
Base Bid	47	47	BITUMINOUS DRIVEWAY RESTORATION (COMMERCIAL)	SQ YD	\$64.00	160	0	\$0.00	0	\$0.00
Base Bid	48	48	BITUMINOUS TRAIL RESTORATION	SQ YD	\$31.50	266	0	\$0.00	0	\$0.00
Base Bid	49	49	BITUMINOUS TRAIL RESURFACING	SQ YD	\$40.50	139	0	\$0.00	0	\$0.00
Base Bid	50	50	CONCRETE DRIVEWAY RESTORATION (RESIDENTIAL)	SQ YD	\$94.00	288	364.94	\$34,304.36	364.94	\$34,304.36

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	51	51	6" CONCRETE WALK	SQ FT	\$17.50	2745	2961	\$51,817.50	2961	\$51,817.50
Base Bid	52	52	FURNISH AND INSTALL LIGHTING UNIT	EACH	\$1,840.00	13	11	\$20,240.00	11	\$20,240.00
Base Bid	53	53	FURNISH AND INSTALL CLASS C POLE	EACH	\$3,210.00	3	0	\$0.00	0	\$0.00
Base Bid	54	54	LINE EXTENSION (ELECTRICAL SERVICE TO LIGHT)	LIN FT	\$9.20	1810	1500	\$13,800.00	1500	\$13,800.00
Base Bid	55	55	INSTALL SALVAGED LIGHTING UNIT ON NEW POLE	EACH	\$1,130.00	3	3	\$3,390.00	3	\$3,390.00
Base Bid	56	56	LIGHTING UNIT (LED)	EACH	\$697.00	1	2	\$1,394.00	2	\$1,394.00
Base Bid	57	57	INSTALL SALVAGED STREET SIGNS	EACH	\$205.00	8	0	\$0.00	0	\$0.00
Base Bid	58	58	TEMPORARY MAIL SERVICE	LUMP SUM	\$1,020.00	1	0	\$0.00	0.9	\$918.00
Base Bid	59	59	MAILBOX SUPPORT	EACH	\$118.00	77	25	\$2,950.00	25	\$2,950.00
Base Bid	60	60	MAILBOX (MATCH COLOR)	EACH	\$31.00	12	0	\$0.00	0	\$0.00
Base Bid	61	61	INSTALL SALVAGED ADDRESS SIGN	EACH	\$20.50	78	0	\$0.00	0	\$0.00
Base Bid	62	62	INSTALL PERMANENT BARRICADE	LIN FT	\$38.50	48	0	\$0.00	0	\$0.00
Base Bid	63	63	SIGN TYPE C (INCLUDES POST)	SQ FT	\$61.50	260.75	0	\$0.00	0	\$0.00
Base Bid	64	64	UNITUFF DELINEATORS W/ POST (BLACK AND WHITE)	EACH	\$97.50	12	0	\$0.00	0	\$0.00
Base Bid	65	65	UNITUFF DELINEATORS (YELLOW)	EACH	\$97.50	1	0	\$0.00	0	\$0.00
Base Bid	66	66	INSTALL GV & MH MARKERS	EACH	\$97.50	12	0	\$0.00	0	\$0.00
Base Bid	67	67	HANDICAP SYMBOL PAINT	EACH	\$200.00	1	0	\$0.00	0	\$0.00
Base Bid	68	68	4" SOLID LINE PAINT	LIN FT	\$2.10	480	0	\$0.00	0	\$0.00
Base Bid	69	69	4" BROKEN LINE PAINT	LIN FT	\$0.30	1795	0	\$0.00	0	\$0.00
Base Bid	70	70	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.50	3082	0	\$0.00	0	\$0.00
Base Bid	71	71	8" SOLID LINE PAINT	LIN FT	\$0.50	9786	0	\$0.00	0	\$0.00
Base Bid	72	72	12' SWING GATE	EACH	\$2,000.00	1	0	\$0.00	0	\$0.00
Base Bid	73	73	22' SWING GATE	EACH	\$4,050.00	1	0	\$0.00	0	\$0.00
Base Bid	74	74	END POST CHAIN LINK FENCE	EACH	\$154.00	1	0	\$0.00	0	\$0.00
Base Bid	75	75	INSTALL CHAIN LINK FENCE	LIN FT	\$74.00	16	0	\$0.00	0	\$0.00
Base Bid	76	76	16' CHAIN LINK GATE	EACH	\$3,950.00	0	0	\$0.00	0	\$0.00
Base Bid	77	77	6' PRIVACY FENCE (VINYL)	LIN FT	\$113.00	270	0	\$0.00	217.35	\$24,560.55
Base Bid	78	78	SNOW FENCE	LIN FT	\$4.00	400	0	\$0.00	0	\$0.00
Base Bid	79	79	BOLLARD	EACH	\$1,230.00	5	5	\$6,150.00	5	\$6,150.00
Base Bid	80	80	INSTALL SALVAGED BOLLARD	EACH	\$615.00	1	0	\$0.00	0	\$0.00
Base Bid	81	81	ADJUST FRAME & RING CASTING (WEAR COURSE)	EACH	\$318.00	25	0	\$0.00	0	\$0.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	82	82	CONNECT TO EXISTING SANITARY SEWER	EACH	\$1,490.00	1	0	\$0.00	1	\$1,490.00
Base Bid	83	83	4" SCH 40 PVC SEWER SERVICE PIPE	LIN FT	\$11.00	5200	0	\$0.00	5604.5	\$61,649.50
Base Bid	84	84	6" SCH 40 PVC SEWER SERVICE PIPE	LIN FT	\$18.00	250	0	\$0.00	250	\$4,500.00
Base Bid	85	85	8" PVC SDR 26 SANITARY SEWER	LIN FT	\$42.00	10333	0	\$0.00	10204	\$428,568.00
Base Bid	86	86	10" PVC SDR 26 SANITARY SEWER	LIN FT	\$57.50	110	0	\$0.00	100	\$5,750.00
Base Bid	87	87	8" DUCTILE IRON SAN SWR, CL 52	LIN FT	\$82.50	160	0	\$0.00	210	\$17,325.00
Base Bid	88	88	CONSTRUCT 8" OUTSIDE DROP	LIN FT	\$967.00	33.2	0	\$0.00	30.1	\$29,106.70
Base Bid	89	89	8" X 4" PVC WYE	EACH	\$479.00	131	0	\$0.00	113	\$54,127.00
Base Bid	90	90	INSTALL 4" SANITARY SEWER CLEANOUT	EACH	\$376.00	135	0	\$0.00	140	\$52,640.00
Base Bid	91	91	INSTALL 6" SANITARY SEWER CLEANOUT	EACH	\$546.00	4	0	\$0.00	4	\$2,184.00
Base Bid	92	92	SEWER SERVICE CASTING (PAVED AREAS)	EACH	\$241.00	3	0	\$0.00	0	\$0.00
Base Bid	93	93	SEWER SERVICE IRRIGATION BOX	EACH	\$110.00	138	0	\$0.00	0	\$0.00
Base Bid	94	94	4" PVC FORCEMAIN	LIN FT	\$30.50	3460	0	\$0.00	3277.5	\$99,963.75
Base Bid	95	95	DUCTILE IRON FITTINGS (FORCEMAIN)	POUND	\$21.50	367	0	\$0.00	172	\$3,698.00
Base Bid	96	96	SANITARY STRUCTURE DESIGN 4007	LIN FT	\$390.00	688	0	\$0.00	725.92	\$283,108.80
Base Bid	97	97	ANTI BUOYANCY COLLAR	EACH	\$1,460.00	2	0	\$0.00	2	\$2,920.00
Base Bid	98	98	SANITARY CASTING ASSEMBLY	EACH	\$985.00	45	0	\$0.00	0	\$0.00
Base Bid	99	99	CLEAN AND TELEWISE SANITARY SEWER - MAINLINE	LIN FT	\$1.30	10345	0	\$0.00	6531	\$8,490.30
Base Bid	100	100	CLEAN AND TELEWISE SANITARY SEWER - SERVICES	LIN FT	\$3.20	5410	0	\$0.00	3350	\$10,720.00
Base Bid	101	101	LIFT STATION (LS 25)	LUMP SUM	\$145,000.00	1	0.2	\$29,000.00	0.7	\$101,500.00
Base Bid	102	102	LIFT STATION (LS 26)	LUMP SUM	\$130,000.00	1	0.2	\$26,000.00	0.7	\$91,000.00
Base Bid	103	103	TRACER WIRE SYSTEM (FORCEMAIN)	LUMP SUM	\$2,130.00	1	0	\$0.00	0.5	\$1,065.00
Base Bid	104	104	TRACER WIRE SYSTEM (SANITARY)	LUMP SUM	\$24,700.00	1	0	\$0.00	0.5	\$12,350.00
Base Bid	105	105	CONNECT TO EXISTING WATERMAIN PIPE	EACH	\$1,960.00	2	0	\$0.00	2	\$3,920.00
Base Bid	106	106	WET TAP CONNECTION W/ 6" GATE VALVE (12" x 6")	EACH	\$5,260.00	1	1	\$5,260.00	2	\$10,520.00
Base Bid	107	107	6" WATER MAIN - C900 PVC	LIN FT	\$33.50	650	0	\$0.00	650.5	\$21,791.75
Base Bid	108	108	8" WATER MAIN - C900 PVC	LIN FT	\$45.00	11531	0	\$0.00	11246.75	\$506,103.75
Base Bid	109	109	6" GATE VALVE AND BOX	EACH	\$2,130.00	25	0	\$0.00	22	\$46,860.00
Base Bid	110	110	8" GATE VALVE AND BOX	EACH	\$2,920.00	28	0	\$0.00	25	\$73,000.00
Base Bid	111	111	1" TYPE PE PIPE	LIN FT	\$6.90	5115	0	\$0.00	5537.5	\$38,208.75
Base Bid	112	112	2" TYPE PE PIPE	LIN FT	\$11.00	275	0	\$0.00	275	\$3,025.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	113	113	1" CORPORATION STOP AND SADDLE	EACH	\$600.00	134	0	\$0.00	141	\$84,600.00
Base Bid	114	114	2" CORPORATION STOP AND SADDLE	EACH	\$881.00	1	0	\$0.00	1	\$881.00
Base Bid	115	115	1" CURB STOP AND BOX	EACH	\$717.00	134	0	\$0.00	140	\$100,380.00
Base Bid	116	116	2" CURB STOP AND BOX	EACH	\$1,050.00	1	0	\$0.00	1	\$1,050.00
Base Bid	117	117	2" INSULATION	SQ YD	\$48.50	10	0	\$0.00	53.39	\$2,589.42
Base Bid	118	118	4" INSULATION	SQ YD	\$73.00	40	0	\$0.00	42.8	\$3,124.40
Base Bid	119	119	HYDRANT (8' BURY)	EACH	\$6,390.00	8	0	\$0.00	8	\$51,120.00
Base Bid	120	120	HYDRANT (8.5' BURY)	EACH	\$6,480.00	4	0	\$0.00	4	\$25,920.00
Base Bid	121	121	HYDRANT (9' BURY)	EACH	\$6,580.00	3	0	\$0.00	3	\$19,740.00
Base Bid	122	122	HYDRANT (9.5' BURY)	EACH	\$6,670.00	4	0	\$0.00	3	\$20,010.00
Base Bid	123	123	HYDRANT (10' BURY)	EACH	\$6,530.00	4	0	\$0.00	4	\$26,120.00
Base Bid	124	124	HYDRANT (11' BURY)	EACH	\$6,950.00	1	0	\$0.00	0	\$0.00
Base Bid	125	125	INSTALL SALVAGED HYDRANT AND VALVE	EACH	\$2,030.00	1	0	\$0.00	1	\$2,030.00
Base Bid	126	126	HYDRANT RISER 6"	EACH	\$1,140.00	4	0	\$0.00	0	\$0.00
Base Bid	127	127	HYDRANT RISER 12"	EACH	\$1,290.00	4	0	\$0.00	0	\$0.00
Base Bid	128	128	HYDRANT RISER 18"	EACH	\$1,460.00	2	0	\$0.00	0	\$0.00
Base Bid	129	129	HYDRANT RISER 24"	EACH	\$1,610.00	2	1	\$1,610.00	1	\$1,610.00
Base Bid	130	130	DUCTILE IRON FITTINGS	POUND	\$24.00	4685	0	\$0.00	3470	\$83,280.00
Base Bid	131	131	TRACER WIRE SYSTEM (WATER MAIN)	LUMP SUM	\$27,400.00	1	0	\$0.00	0.5	\$13,700.00
Base Bid	132	132	12" RCP CULVERT (CLASS V)	LIN FT	\$62.50	123	0	\$0.00	80	\$5,000.00
Base Bid	133	133	18" RCP CULVERT (CLASS V)	LIN FT	\$75.50	100	0	\$0.00	88	\$6,644.00
Base Bid	134	134	24" RCP CULVERT (CLASS IV)	LIN FT	\$95.00	56	0	\$0.00	48	\$4,560.00
Base Bid	135	135	12" RC APRON	EACH	\$1,030.00	10	0	\$0.00	7	\$7,210.00
Base Bid	136	136	18" RC APRON	EACH	\$1,140.00	2	0	\$0.00	2	\$2,280.00
Base Bid	137	137	24" RC APRON	EACH	\$1,310.00	2	0	\$0.00	2	\$2,620.00
Base Bid	138	138	FLEXAMAT	SQ YD	\$113.00	176	0	\$0.00	85.38	\$9,647.94
Base Bid	139	139	CLEAN AND TELEWISE STORM SEWER	LIN FT	\$3.60	342	0	\$0.00	0	\$0.00
Base Bid	140	140	WEATHER WARNING SIREN	EACH	\$26,200.00	1	0	\$0.00	0	\$0.00
Base Bid	141	141	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$4,380.00	1	0	\$0.00	0	\$0.00
Base Bid	142	142	STORM CULVERT PROTECTION	EACH	\$184.00	6	0	\$0.00	0	\$0.00
Base Bid	143	143	COMMON TOPSOIL BORROW (LV)	CU YD	\$34.00	2400	35.29	\$1,199.86	83.29	\$2,831.86
Base Bid	144	144	48" BOULDER	EACH	\$196.00	39	0	\$0.00	0	\$0.00
Base Bid	145	145	INSTALL SALVAGED BOULDER	EACH	\$250.00	1	0	\$0.00	0	\$0.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	146	146	SILT FENCE, TYPE MS	LIN FT	\$5.60	450	0	\$0.00	168	\$940.80
Base Bid	147	147	8" BIOROLL WOOD FIBER	LIN FT	\$5.20	12000	0	\$0.00	6820	\$35,464.00
Base Bid	148	148	12" BIOROLL WOOD FIBER	LIN FT	\$5.40	3000	0	\$0.00	0	\$0.00
Base Bid	149	149	DECIDUOUS SHRUB NO 5 CONT	EACH	\$231.00	8	0	\$0.00	0	\$0.00
Base Bid	150	150	DECIDUOUS TREE 1.5" CAL CONT	EACH	\$769.00	5	0	\$0.00	0	\$0.00
Base Bid	151	151	CONIFEROUS TREE 6' HT B&B	EACH	\$810.00	40	0	\$0.00	0	\$0.00
Base Bid	152	152	CONIFEROUS TREE 3' HT CONT	EACH	\$605.00	0	0	\$0.00	0	\$0.00
Base Bid	153	153	LANDSCAPING MULCH (MULCH MATERIAL TYPE 6)	CU YD	\$128.00	56	0	\$0.00	0	\$0.00
Base Bid	154	154	LANDSCAPING FABRIC	SQ YD	\$3.10	280	0	\$0.00	0	\$0.00
Base Bid	155	155	TURF ESTABLISHMENT (RFM)	SQ YD	\$0.80	51656	16494.72	\$13,195.78	19398.72	\$15,518.98
Base Bid	156	156	TURF ESTABLISHMENT (CAT 25 BLANKET)	SQ YD	\$3.10	1500	1870	\$5,797.00	1870	\$5,797.00
Base Bid	157	157	TURF ESTABLISHMENT (SEED MIX 36-711 WITH RFM)	SQ YD	\$5.20	350	0	\$0.00	0	\$0.00
Base Bid	158	158	SOIL ADDITIVE	SQ YD	\$1.50	53156	16854.72	\$25,282.08	19758.72	\$29,638.08
Base Bid	159	159	SODDING, TYPE LAWN	SQ YD	\$7.90	22014	9540	\$75,366.00	16236	\$128,264.40
Base Bid	160	160	WATERING (TURF AND TREES)	PER 1,000 GAL	\$82.00	300	0	\$0.00	0	\$0.00
Base Bid	161	161	TEMPORARY SEEDING	SQ YD	\$0.40	25000	0	\$0.00	0	\$0.00
Base Bid	162	162	IRRIGATION SYSTEM REPAIR	ALLOW ANCE	\$30,000.00	1	0.131475	\$3,944.25	0.498975	\$14,969.25
Alternate 1	163	163	MOBILIZATION	LUMP SUM	\$500.00	1	0	\$0.00	0.95	\$475.00
Alternate 1	164	164	TRAFFIC CONTROL	LUMP SUM	\$1,230.00	1	0.1	\$123.00	0.95	\$1,168.50
Alternate 1	165	165	CLEARING AND GRUBBING	ACRE	\$12,300.00	0.05	0	\$0.00	0.1	\$1,230.00
Alternate 1	166	166	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.40	151	0	\$0.00	153	\$520.20
Alternate 1	167	167	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$4.80	330	0	\$0.00	400	\$1,920.00
Alternate 1	168	168	EXCAVATION-COMMON (EV) (P) (P)	CU YD	\$14.50	94	0	\$0.00	0	\$0.00
Alternate 1	169	169	COMMON EMBANKMENT (CV) (P) (P)	CU YD	\$17.50	18	0	\$0.00	0	\$0.00
Alternate 1	170	170	BITUMINOUS RESTORATION (STREET)	SQ YD	\$32.00	330	0	\$0.00	400	\$12,800.00
Alternate 1	171	171	6" WATER MAIN - C900 PVC	LIN FT	\$51.50	10	0	\$0.00	15.5	\$798.25
Alternate 1	172	172	8" WATER MAIN - C900 PVC	LIN FT	\$37.00	110	0	\$0.00	105	\$3,885.00
Alternate 1	173	173	DIRECTIONAL DRILL 18" CASING (HDPE/PVC/STEEL CASING)	LIN FT	\$209.00	380	0	\$0.00	380	\$79,420.00
Alternate 1	174	174	8" OR 10" WATER MAIN (CARRIER PIPE)	LIN FT	\$69.00	380	0	\$0.00	380	\$26,220.00
Alternate 1	175	175	6" GATE VALVE AND BOX	EACH	\$2,130.00	1	0	\$0.00	1	\$2,130.00
Alternate 1	176	176	1" TYPE PE PIPE	LIN FT	\$20.50	25	0	\$0.00	29	\$594.50

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Alternate 1	177	177	1" CORPORATION STOP AND SADDLE	EACH	\$600.00	1	0	\$0.00	1	\$600.00
Alternate 1	178	178	1" CURB STOP AND BOX	EACH	\$717.00	1	0	\$0.00	1	\$717.00
Alternate 1	179	179	HYDRANT (9' BURY)	EACH	\$6,580.00	1	0	\$0.00	1	\$6,580.00
Alternate 1	180	180	DUCTILE IRON FITTINGS	POUND	\$24.00	155	0	\$0.00	118	\$2,832.00
Alternate 1	181	181	TRACER WIRE SYSTEM (WATER MAIN)	LUMP SUM	\$642.00	1	0	\$0.00	0	\$0.00
Alternate 1	182	182	COMMON TOPSOIL BORROW (LV)	CU YD	\$48.50	15	0	\$0.00	0	\$0.00
Alternate 1	183	183	8" BIOROLL WOOD FIBER	LIN FT	\$6.70	110	0	\$0.00	60	\$402.00
Alternate 1	184	184	TURF ESTABLISHMENT (RFM)	SQ YD	\$4.10	300	0	\$0.00	0	\$0.00
Alternate 1	185	185	SOIL ADDITIVE	SQ YD	\$1.50	300	0	\$0.00	0	\$0.00
Alternate 1	186	186	WATERING (TURF AND TREES)	PER 1,000 GAL	\$205.00	2	0	\$0.00	0	\$0.00
Totals:								\$606,242.27		\$4,221,826.01

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
BAXTE 172114	CO1	40	40 TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B) (TON)	\$77.00	-4705	(\$362,285.00)	ADJ				
BAXTE 172114	CO1	187	187 CALCIUM CHLORIDE SOLUTION (GALLON)	\$1.95	6000	\$11,700.00	ITM	\$0.00	\$0.00	2550	\$4,972.50
BAXTE 172114	CO1	188	188 10" X 4" PVC WYE (EACH)	\$1,055.00	1	\$1,055.00	ITM	\$0.00	\$0.00	1	\$1,055.00
BAXTE 172114	CO1	189	189 TYPE SP 12.5 NON-WEARING COURSE (2,C) (TON)	\$84.38	4705	\$397,007.90	ITM	\$1,307.64	\$110,338.66	4665.53	\$393,677.42
BAXTE 172114	CO2	132	132 12" RCP CULVERT (CLASS V) (LIN FT)	\$62.50	-63	(\$3,937.50)	ADJ				
BAXTE 172114	CO2	138	138 FLEXAMAT (SQ YD)	\$113.00	-86	(\$9,718.00)	ADJ				
BAXTE 172114	CO2	190	190 RELOCATE HYDRANT (EACH)	\$2,453.00	1	\$2,453.00	ITM	\$0.00	\$0.00	1	\$2,453.00
BAXTE 172114	CO2	191	2503.503 12" RC PIPE SEWER CLASS V (L F)	\$62.50	182	\$11,375.00	ITM	\$0.00	\$0.00	182	\$11,375.00
BAXTE 172114	CO2	192	2506.502 CONST DRAINAGE STRUCTURE DESIGN H (EACH)	\$3,753.92	1	\$3,753.92	ITM	\$0.00	\$0.00	1	\$3,753.92
BAXTE 172114	CO2	193	2506.502 CONST DRAINAGE STRUCTURE DESIGN G (EACH)	\$5,062.13	3	\$15,186.39	ITM	\$0.00	\$0.00	3	\$15,186.39
BAXTE 172114	CO2	194	194 CLEANOUT MODIFICATION (EACH)	\$10.97	142	\$1,557.74	ITM	\$0.00	\$0.00	140	\$1,535.80
BAXTE 172114	CO3	195	1 BATTERIES (STORM SIREN) (LUMP SUM)	\$1,297.33	1	\$1,297.33	ITM	\$0.00	\$0.00	0	\$0.00
BAXTE 172114	CO3	196	1 GRADING (FENCE) (LUMP SUM)	\$1,526.00	1	\$1,526.00	ITM	\$0.00	\$0.00	1	\$1,526.00
BAXTE 172114	CO3	197	1 #4 Bar (EPOXY) (LIN FT)	\$1.90	800	\$1,520.00	ITM	\$1,560.00	\$2,964.00	1560	\$2,964.00

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
BAXTE 172114	CO4	198	198 WATERING (MAINTENANCE PERIOD) (PER 1000 GALLON)	\$73.00	2000	\$146,000.00	ITM	\$302.00	\$22,046.00	484	\$35,332.00
BAXTE 172114	CO5	76	76 16' CHAIN LINK GATE (EACH)	\$3,950.00	-1	(\$3,950.00)	ADJ				
BAXTE 172114	CO5	198	0 CONSTRUCTION SIGN SPECIAL (LUMP SUM)	\$710.81	1	\$710.81	ITM	\$0.00	\$0.00	1	\$710.81
BAXTE 172114	CO5	199	0 SALVAGE AND REINSTALL GATE (EACH)	\$2,235.00	1	\$2,235.00	ITM	\$0.00	\$0.00	0	\$0.00
BAXTE 172114	CO5	200	0 RELOCATE HYDRANTS (LUMP SUM)	\$18,600.00	1	\$18,600.00	ITM	\$0.00	\$0.00	1	\$18,600.00
BAXTE 172114	CO5	201	0 ADJUST WATER SERVICE (LUMP SUM)	\$2,100.00	1	\$2,100.00	ITM	\$0.00	\$0.00	1	\$2,100.00
BAXTE 172114	CO5	202	0 ADJUST HYDRANT LEAD (LUMP SUM)	\$1,400.00	1	\$1,400.00	ITM	\$0.00	\$0.00	1	\$1,400.00
BAXTE 172114	CO5	203	85 8" PVC SDR 26 SANITARY SEWER (LIN FT)	\$12.26	117	\$1,434.42	ITM	\$0.00	\$0.00	117	\$1,434.42
BAXTE 172114	CO5	204	0 FREIGHT CHARGE SPECIAL (LUMP SUM)	\$2,600.00	1	\$2,600.00	ITM	\$0.00	\$0.00	1	\$2,600.00
BAXTE 172114	CO6	152	152 CONIFEROUS TREE 3' HT CONT (EACH)	\$605.00	-150	(\$90,750.00)	ADJ				
BAXTE 172114	CO6	205	205 GRUBBING - SPECIAL (LUMP SUM)	\$13,722.63	1	\$13,722.63	ITM	\$1.00	\$13,722.63	1	\$13,722.63
BAXTE 172114	CO6	206	206 CLEARING - SPECIAL (LUMP SUM)	\$9,926.29	1	\$9,926.29	ITM	\$1.00	\$9,926.29	1	\$9,926.29
BAXTE 172114	CO6	207	207 REMOBILIZATION - TURF RESTORATION (LUMP SUM)	\$1,949.85	1	\$1,949.85	ITM	\$1.00	\$1,949.85	1	\$1,949.85
BAXTE 172114	CO6	208	208 GRADING TRAIL - SPECIAL (LUMP SUM)	\$5,040.72	1	\$5,040.72	ITM	\$1.00	\$5,040.72	1	\$5,040.72
BAXTE 172114	CO6	209	209 GRADING & TOPSOIL - SPECIAL (LUMP SUM)	\$1,925.00	1	\$1,925.00	ITM	\$1.00	\$1,925.00	1	\$1,925.00
BAXTE 172114	CO6	210	2571.502 CONIFEROUS TREE 3' HT CONT (EACH)	\$698.25	100	\$69,825.00	ITM	\$0.00	\$0.00	0	\$0.00
BAXTE 172114	CO6	211	2571.502 ORNAMENTAL GRASS NO 1 CONT (EACH)	\$72.98	4	\$291.92	ITM	\$0.00	\$0.00	0	\$0.00
BAXTE 172114	CO6	212	212 RESTOCKING FEE (EACH)	\$2,375.00	1	\$2,375.00	ITM	\$1.00	\$2,375.00	1	\$2,375.00
BAXTE 172114	CO6	213	0 TEMPORARY SIGN SPECIAL (24" X 24") (EACH)	\$131.25	37	\$4,856.25	ITM	\$0.00	\$0.00	0	\$0.00
Contract Change Totals:									\$170,288.15		\$535,615.75

Contract Change Totals			
No.	Description	Effective Date	Amount
1	<p>The gravel access roadway will require treatment with a solution for dust control. Public Works staff and the Engineer determined that a Calcium Chloride Solution is most desirable for the access road segment, as it will control dust more effectively than using water for dust control. The bid item for this solution was not included in the original bid form, thus the item is represented in this Change Order.</p> <p>The plan inadvertently noted an 8" wye along the sewer main on Forestview Drive. A 10" Wye is needed along this pipe segment for the sanitary sewer service. The bid item for the 10" wye was not included in the original bid; thus the item is represented in this Change Order.</p> <p>Public Works staff reviewed the bituminous mixture for this project after the bid date and determined that the B Oil was not desired for this roadway, rather that the segment be upgraded to a different oil designation to give the City an opportunity to review the street segments and determine if the performance is enhanced with the use of the C Oil. Public Works staff suggested that the mix designation be upgraded for the project to the C Oil</p>	04/29/2024	\$47,477.90

Contract Change Totals			
No.	Description	Effective Date	Amount
	designation. The Contractor provided pricing for the upgrade, and the amount noted as an increase is considered reasonable. The Change Order identifies the cost associated with the modification by eliminating the original bid item, and adding a separate bid item to clearly identify the material that will be used for the project.		
2	Riverwood Road Storm Sewer modification, Paris Road hydrant relocation, cleanout modification	06/03/2024	\$20,670.55
3	Change Order No. 3	07/18/2024	\$4,343.33
4	During project discussions, staff from RL Larson noted that their bid prices did not include watering sodded or seeded areas and trees. RL Larson suggested that the language included within the special provision sections for turf restoration and tree plantings did not clearly identify watering, and that a separate item was included for this purpose. RL Larson's interpretation of the contract was that watering was not an incidental item. After additional discussion between RL Larson, City Staff, and SEH, RL Larson requested a Change Order and provided a cost for a new bid item related to watering during the maintenance period. City Staff and the Engineer determined that RL Larson's interpretation of contract language has merit and accepts the new bid item for watering. The cost noted for this item incorporates the City waiving fees for water used for maintenance of trees or sodded and seeded areas for those specific gallons that will be utilized for this activity.	08/06/2024	\$146,000.00
5	Change Order No. 5	08/09/2024	\$25,130.23
6	Change Order No. 6	09/13/2024	\$19,162.66

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments
149	149	DECIDUOUS SHRUB NO 5 CONT	2024-09-13	8 EACH \$440.00	Grussendorf Nursery
150	150	DECIDUOUS TREE 1.5" CAL CONT	2024-09-13	2 EACH \$1,450.00	Grussendorf Nursery
150	150	DECIDUOUS TREE 1.5" CAL CONT	2024-09-13	1 EACH \$625.00	Grussendorf Nursery
151	151	CONIFEROUS TREE 6' HT B&B	2024-09-13	28 EACH \$8,036.00	Happy Land Tree Farms
151	151	CONIFEROUS TREE 6' HT B&B	2024-09-13	16 EACH \$4,672.00	Happy Land Tree Farms
210	210	CONIFEROUS TREE 3' HT CONT	2024-09-13	50 EACH \$11,700.00	Happy Land Tree Farms
210	210	CONIFEROUS TREE 3' HT CONT	2024-09-13	40 EACH \$9,360.00	Happy Land Tree Farms
210	210	CONIFEROUS TREE 3' HT CONT	2024-09-13	10 EACH \$2,340.00	Happy Land Tree Farms
211	211	ORNAMENTAL GRASS NO 1 CONT	2024-09-13	4 EACH \$160.00	Grussendorf Nursery

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
66	66	INSTALL GV & MH MARKERS	2024-05-17	1 EACH \$39.85	0 EACH \$0.00	1 EACH \$39.85
83	83	4" SCH 40 PVC SEWER SERVICE PIPE	2024-05-17	1,314 LIN FT \$14,451.18	1,314 LIN FT \$14,451.18	0 LIN FT \$0.00
84	84	6" SCH 40 PVC SEWER SERVICE PIPE	2024-05-17	2 LIN FT \$30.61	2 LIN FT \$30.61	0 LIN FT \$0.00
85	85	8" PVC SDR 26 SANITARY SEWER	2024-05-17	1,658 LIN FT \$69,618.44	1,658 LIN FT \$69,618.44	0 LIN FT \$0.00
86	86	10" PVC SDR 26 SANITARY SEWER	2024-05-17	38 LIN FT \$2,149.39	38 LIN FT \$2,149.39	0 LIN FT \$0.00
87	87	8" DUCTILE IRON SAN SWR, CL 52	2024-05-17	85 LIN FT \$6,997.69	85 LIN FT \$6,997.69	0 LIN FT \$0.00
88	88	CONSTRUCT 8" OUTSIDE DROP	2024-05-17	6 LIN FT \$5,304.10	6 LIN FT \$5,304.10	0 LIN FT \$0.00
89	89	8" X 4" PVC WYE	2024-05-17	34 EACH \$16,189.50	34 EACH \$16,189.50	0 EACH \$0.00
90	90	INSTALL 4" SANITARY SEWER CLEANOUT	2024-05-17	17 EACH \$6,354.80	17 EACH \$6,354.80	0 EACH \$0.00

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
91	91	INSTALL 6" SANITARY SEWER CLEANOUT	2024-05-17	2 EACH \$852.98	2 EACH \$852.98	0 EACH \$0.00
94	94	4" PVC FORCEMAIN	2024-05-17	489 LIN FT \$14,892.58	489 LIN FT \$14,892.58	0 LIN FT \$0.00
95	95	DUCTILE IRON FITTINGS (FORCEMAIN)	2024-05-17	80 POUND \$1,704.08	80 POUND \$1,704.08	0 POUND \$0.00
101	101	LIFT STATION (LS 25)	2024-05-17	1 LUMP SUM \$21,403.69	0.5 LUMP SUM \$10,701.85	0.5 LUMP SUM \$10,701.84
102	102	LIFT STATION (LS 26)	2024-05-17	1 LUMP SUM \$10,629.17	0.5 LUMP SUM \$5,314.59	0.5 LUMP SUM \$5,314.58
103	103	TRACER WIRE SYSTEM (FORCEMAIN)	2024-05-17	1 LUMP SUM \$1,539.16	0.5 LUMP SUM \$769.58	0.5 LUMP SUM \$769.58
104	104	TRACER WIRE SYSTEM (SANITARY)	2024-05-17	1 LUMP SUM \$21,709.95	0.5 LUMP SUM \$10,854.98	0.5 LUMP SUM \$10,854.97
105	105	CONNECT TO EXISTING WATERMAIN PIPE	2024-05-17	1 EACH \$629.34	1 EACH \$629.34	0 EACH \$0.00
106	106	WET TAP CONNECTION W/ 6" GATE VALVE (12" x 6")	2024-05-17	1 EACH \$676.76	1 EACH \$676.76	0 EACH \$0.00
107	107	6" WATER MAIN - C900 PVC	2024-05-17	242 LIN FT \$8,096.23	242 LIN FT \$8,096.23	0 LIN FT \$0.00
108	108	8" WATER MAIN - C900 PVC	2024-05-17	1,788 LIN FT \$80,452.10	1,788 LIN FT \$80,452.10	0 LIN FT \$0.00
109	109	6" GATE VALVE AND BOX	2024-05-17	20 EACH \$41,676.12	17 EACH \$35,424.70	3 EACH \$6,251.42
110	110	8" GATE VALVE AND BOX	2024-05-17	24 EACH \$68,480.73	24 EACH \$68,480.73	0 EACH \$0.00
111	111	1" TYPE PE PIPE	2024-05-17	656 LIN FT \$4,523.74	656 LIN FT \$4,523.74	0 LIN FT \$0.00
113	113	1" CORPORATION STOP AND SADDLE	2024-05-17	52 EACH \$31,063.39	52 EACH \$31,063.39	0 EACH \$0.00
115	115	1" CURB STOP AND BOX	2024-05-17	56 EACH \$39,747.22	56 EACH \$39,747.22	0 EACH \$0.00
117	117	2" INSULATION	2024-05-17	6 SQ YD \$286.02	6 SQ YD \$286.02	0 SQ YD \$0.00
118	118	4" INSULATION	2024-05-17	26 SQ YD \$1,838.70	26 SQ YD \$1,838.70	0 SQ YD \$0.00
119	119	HYDRANT (8' BURY)	2024-05-17	7 EACH \$41,015.67	7 EACH \$41,015.67	0 EACH \$0.00
120	120	HYDRANT (8.5' BURY)	2024-05-17	4 EACH \$20,887.08	4 EACH \$20,887.08	0 EACH \$0.00
121	121	HYDRANT (9' BURY)	2024-05-17	4 EACH \$21,137.59	3 EACH \$15,853.19	1 EACH \$5,284.40
122	122	HYDRANT (9.5' BURY)	2024-05-17	4 EACH \$21,645.62	3 EACH \$16,234.22	1 EACH \$5,411.40
123	123	HYDRANT (10' BURY)	2024-05-17	4 EACH \$21,994.74	4 EACH \$21,994.74	0 EACH \$0.00
124	124	HYDRANT (11' BURY)	2024-05-17	1 EACH \$5,695.84	0 EACH \$0.00	1 EACH \$5,695.84
125	125	INSTALL SALVAGED HYDRANT AND VALVE	2024-05-17	1 EACH \$250.79	1 EACH \$250.79	0 EACH \$0.00
130	130	DUCTILE IRON FITTINGS	2024-05-17	1,548 POUND \$37,144.57	1,548 POUND \$37,144.57	0 POUND \$0.00
131	131	TRACER WIRE SYSTEM (WATER MAIN)	2024-05-17	1 LUMP SUM \$24,299.04	0.5 LUMP SUM \$12,149.52	0.5 LUMP SUM \$12,149.52
149	149	DECIDUOUS SHRUB NO 5 CONT	2024-09-13	8 EACH \$440.00	0 EACH \$0.00	8 EACH \$440.00
150	150	DECIDUOUS TREE 1.5" CAL CONT	2024-09-13	2 EACH \$1,450.00	0 EACH \$0.00	2 EACH \$1,450.00
150	150	DECIDUOUS TREE 1.5" CAL CONT	2024-09-13	1 EACH \$625.00	0 EACH \$0.00	1 EACH \$625.00
151	151	CONIFEROUS TREE 6' HT B&B	2024-09-13	28 EACH \$8,036.00	0 EACH \$0.00	28 EACH \$8,036.00

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
151	151	CONIFEROUS TREE 6' HT B&B	2024-09-13	16 EACH \$4,672.00	0 EACH \$0.00	16 EACH \$4,672.00
173	173	DIRECTIONAL DRILL 18" CASING (HDPE/PVC/STEEL CASING)	2024-05-17	89 LIN FT \$18,554.50	89 LIN FT \$18,554.50	0 LIN FT \$0.00
174	174	8" OR 10" WATER MAIN (CARRIER PIPE)	2024-05-17	174 LIN FT \$11,970.83	174 LIN FT \$11,970.83	0 LIN FT \$0.00
175	175	6" GATE VALVE AND BOX	2024-05-17	1 EACH \$1,826.63	1 EACH \$1,826.63	0 EACH \$0.00
179	179	HYDRANT (9' BURY)	2024-05-17	1 EACH \$99.69	1 EACH \$99.69	0 EACH \$0.00
180	180	DUCTILE IRON FITTINGS	2024-05-17	13 POUND \$300.85	13 POUND \$300.85	0 POUND \$0.00
181	181	TRACER WIRE SYSTEM (WATER MAIN)	2024-05-17	2 LUMP SUM \$988.46	0 LUMP SUM \$0.00	2 LUMP SUM \$988.46
210	210	CONIFEROUS TREE 3' HT CONT	2024-09-13	50 EACH \$11,700.00	0 EACH \$0.00	50 EACH \$11,700.00
210	210	CONIFEROUS TREE 3' HT CONT	2024-09-13	40 EACH \$9,360.00	0 EACH \$0.00	40 EACH \$9,360.00
210	210	CONIFEROUS TREE 3' HT CONT	2024-09-13	10 EACH \$2,340.00	0 EACH \$0.00	10 EACH \$2,340.00
211	211	ORNAMENTAL GRASS NO 1 CONT	2024-09-13	4 EACH \$160.00	0 EACH \$0.00	4 EACH \$160.00

Contract Total	\$4,859,686.62
-----------------------	-----------------------

Exhibit A: Project Cost Summary for 2024 South Forestview Area Improvements Project
 Municipal Project No. 4138
 Date: September 26, 2024

Budget Line Item	Approved Budget (3/19/2024)	Added/ Modified Items	Current Expenditures	Projected Final
Pre-order Lift Station Equipment (Quality Flow):	\$115,800.00		\$115,800.00	\$115,800.00
Fletcher Trucking Winter Tree Clearing Contract:	\$25,180.00		\$25,180.00	\$25,180.00
Fletcher Trucking Winter Tree Clearing- C. O. 1	\$20,000.00		\$17,040.00	\$17,040.00
Construction:	\$5,857,405.33			\$5,857,405.33
Pending Change Order for C-oil in non-wear:	\$23,520.00			\$23,520.00
Additional Tree Grubbing (RL Larson Contract):	\$24,600.00			\$24,600.00
Change Order 1 (not including line item for C Oil):	--	\$23,957.90		\$23,957.90
Change Order 2:	--	\$20,670.55		\$20,670.55
Change Order 3:	--	\$4,343.33		\$4,343.33
Change Order 4:	--	\$146,000.00		\$146,000.00
Change Order 5:		\$25,130.23		\$25,130.23
Change Order 6:		\$19,162.66		\$19,162.66
Quantity Overruns/Budgeted Future Change Orders	--	\$80,000.00		\$80,000.00
Total Construction	--		\$4,616,346.75	
Contingencies:	\$451,642.90	-Modified-	--	\$132,378.23
Engineering, Geotechnical, Testing (SEH):	\$1,425,000.00		\$1,116,677.30	\$1,425,000.00
Lift Station SCADA Integration (AE2S):	\$29,560.00			\$29,560.00
Property Acquisition/Professional Services for ROW:	\$65,000.00		\$65,000.00	\$65,000.00
Bonding, Finance, Administrative, Miscellaneous	\$258,941.93		\$258,941.93	\$258,941.93
	\$8,296,650.16	\$319,264.67	\$6,214,985.98	\$8,293,690.16

Construction Cost Notes

Several modifications to the plans for this project have been initiated and/or completed. To date, the project budget impacts are approximate and will be updated as more information is determined.

- Development/replat for Forestview Acres along Forestview Drive (added services).
- Fence work along a property on Maryland Road.
- Additional paving on Fiber Drive.
- Revised grading limits and roadway tie in slopes along Parkview Circle.
- Various completed Change Orders, potential Change Orders, or quantity overruns identified as construction progresses.

Contingencies Projected Final line item includes placeholder for anticipated Spring 2025 turf restoration repair work.

Consultant Budget Notes

Scope changes identified in the Construction Cost Notes section above and other services outside of the original contract have been requested that impact the consultant budget, and may be addressed in a future fee amendment request. SEH and City staff will monitor the consultant budget and provide updates as the items resolve.



ITEM REPORT
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Knife River Corporation – North Central Change Order No. 5 in the Increased Amount of \$27,290.39 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project, Municipal Project Number 4424

Approval Required: Simple Majority Vote

BACKGROUND

On May 07, 2024, the City Council awarded the project to Knife River Corporation – North Central in the amount of \$3,843,672.50.

In accordance with Article 11 of the Standard General Conditions of the Construction Contract, the contract documents may be amended or supplemented by Change Order. Change Orders amend or adjust contract price or contract times and can be initiated by the Owner or the Contractor.

Change Order No. 5 includes the following items:

1. During construction, it was found that four storm sewer structures were leaking at the seam of the structure and the lid. In order to replace the seals at this joint, the contractor needed to be able to lift the lids off. The existing lids did not have the lift points. The cost associated with this item is the contractor installing lift points on the existing lids and the materials to seal the joint.
2. During the sub cut on the Edgewood Drive, it was found that the water table was near the final subgrade elevation. This is a significant impact on the strength of the roadway. Road fabric was installed to help improve the strength of the road and the cost associated with this item if the materials and installation of the fabric.
3. At the start of the project, it was estimated that \$50,000 could possibly be spent on irrigation sprinkler repair. This number has been exceeded as the contractor continues to make repairs on the system. The Change Order includes \$14,511.00 over the updated \$52,870 allowance so far. Each month, as repairs are being made, we will continue to update the budget with a change order. An estimated cost for additional sprinkler repair is taken into account for the remaining contingencies.

FINANCIAL IMPLICATIONS

The \$27,290.39 change order increases the total contract price from \$3,938,520.31 to \$3,965,810.70. The overall project budget is \$5,030,467.01 which was set at the assessment hearing. As the project moves forward and items are completed, Widseth updates the project budget with each pay estimate. With the projected overruns and underruns, there are no remaining contingencies in the project budget. This is based on a change order that are currently being reviewed. Estimated costs have been inserted into the final budget but we will not have a final cost in the final budget until the final negotiations have been completed. This also does not include the possible increase in the engineering contract or additional turf establishment in 2025.

STAFF RECOMMENDATIONS

The work included in Change Order No. 5 was requested by City staff, or City staff was made aware of the additional work before it was performed. The Utilities Commission and Staff recommends approval of Change Order No. 5 in the increased amount of \$27,290.39.

COUNCIL ACTION REQUESTED

MOTION to approve the Knife River Corporation – North Central Change Order No. 5 in the Increased Amount of \$27,290.39 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project, Municipal Project Number 4424.

CHANGE ORDER NO.: 5

Owner: **City of Baxter** Owner's Project No.: **4424**
 Engineer: **Widseth Smith Nolting & Associates Inc.** Engineer's Project No.: **2023-10353**
 Contractor: Contractor's Project No.:
 Project: **2024 Mill & Overlay and Full Depth Reclamation Improvements Project, Municipal Project Number 4424**
 Contract Name: **2024 Mill & Overlay and Full Depth Reclamation Improvements Project, Municipal Project Number 4424**
 Date Issued: **October 15, 2024** Effective Date of Change Order: **Council Approval**

The Contract is modified as follows upon execution of this Change Order:

Description:
See attachments.
 Attachments:
Project RCA.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>3,843,672.50</u>	Original Contract Times: Substantial Completion: <u>08-16-24 & 9-20-24</u> Ready for final payment: <u>08-30-24 & 10-04-24</u>
Increase from previously approved Change Orders: \$ <u>23,808.52</u>	Increase from previously approved Change Orders: Substantial Completion: <u>0 & 0</u> Ready for final payment: <u>0 & 0</u>
Contract Price prior to this Change Order: \$ <u>3,938,520.31</u>	Contract Times prior to this Change Order: Substantial Completion: <u>08-16-24 & 9-20-24</u> Ready for final payment: <u>08-30-24 & 10-04-2024</u>
Increase this Change Order: \$ <u>27,290.39</u>	Increase this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>3,965,810.70</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>08-16-24, 9-20-24 & 10-18-2024</u> Ready for final payment: <u>08-30-24, 10-04-24 & 11-01-2024</u>

Recommended by Engineer

By: Alex D Bitter Date: 09-23-2024
 Title: Contracted Project Engineer

 Authorized by City Mayor
 By: _____ Date: _____
 Title: _____

 Authorized by City Clerk
 By: _____ Date: _____
 Title: _____

Accepted by Contractor

[Signature] Date: 9-23-24

 PM

 Recommended by Utilities Commission

[BLANK PAGE]

CONTRACT CHANGE ORDER SUMMARY		ORDER NO. 5
CONTRACT FOR: 2024 MILL & OVERLAY AND FULL DEPTH RECLAMATION IMPROVEMENTS PROJECT MUNICIPAL PROJECT NUMBER 4424		DATE: October 15, 2024
OWNER: CITY OF BAXTER	STATE: MINNESOTA	
TO: KNIFE RIVER CORPORATION - NORTH CENTRAL	COUNTY: CROW WING	

Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
Listing of Changes:		
	<u>Quantity</u>	<u>Unit</u>
		<u>Unit Cost</u>
1 EDGEWOOD DRIVE CATCH BASIN REHAB	1	LUMP SUM \$794.97
2 EDGEWOOD DRIVE ROAD BASE FABRIC	1	LUMP SUM \$11,984.42
3 REPAIR SPRINKER SYSTEM ALLOWANCE	1	LUMP SUM \$14,511.00
CHANGE ORDER TOTALS:	\$0.00	\$27,290.39
NET CHANGE IN CONTRACT PRICE:		\$27,290.39

JUSTIFICATION:

- 1 During construction, it was found that four storm sewer structures were leaking at the seam of the structure and the lid. In order to replace the seals at this joint, the contractor needed to be able to lift the lids off. The existing lids did not have the lift points. The cost associated with this item is the contractor installing lift points on the existing lids and the materials to seal the joint.
- 2 During the sub cut on the Edgewood Drive, it was found that the water table was near the final subgrade elevation. This is a significant impact on the strength of the roadway. Road fabric was installed to help improve the strength of the road and the cost associated with this item if the materials and installation of the fabric.
- 3 At the start of the project, it was estimated that \$50,000 could possibly be spent on sprinkler repair. This estimated number has been exceeded as the contractor continues to make repairs on the system. The above amount is what was billed to the contractor in this last pay period.

The amount of the Contract will be **increased** by the sum of:

Twenty Seven Thousand Two Hundred Ninty and 39/100

Dollars(\$27,290.39).

The Contract Total including this and previous Change Orders will be:

Three Million Nine Hundred Sixty Five Thousand Eight Hundred and Ten and 70/100

Dollars(\$3,965,810.70).



**P.O. Box 315
Brainerd, MN 56401**

Item 12.

Quote

Date	Quote #
9/7/2024	1721

Name / Address
Knife River Corporation - North Central 4787 Shadow Wood Dr NE Sauk Rapids, MN 56379

Description	Quantity	Unit Cost	Unit	Total
* 2024 Baxter Mill & Overlay				
* Edgewood Drive - CB Lid Lift Hook Installation				
1. Materials	1	155.78	LS	155.78
2. Labor	3	177.50	Each	532.50
10% OH&P	1	68.83	LS	68.83
Total				\$757.11

**Office: 218-828-4636
Cell: 218-839-1318
Fax: 218-824-1510
Email: adechantal@gmail.com**

KR 5% Mark up = 37.86
Total = \$794.97



**P.O. Box 315
Brainerd, MN 56401**

Item 12.

Quote

Date	Quote #
9/7/2024	1722

Name / Address
Knife River Corporation - North Central 4787 Shadow Wood Dr NE Sauk Rapids, MN 56379

Description	Quantity	Unit Cost	Unit	Total
* Baxter 2024 Mill & Overlay				
* Edgewood Drive				
1. Type 5 Fabric Installation	1,958.34	4.75	SY	9,302.12
2. Crew Downtime - 1 Hour	1	1,074.00	Hour	1,074.00
10% OH&P	1	1,037.61	LS	1,037.61
Total				\$11,413.73

**Office: 218-828-4636
 Cell: 218-839-1318
 Fax: 218-824-1510
 Email: adechantal@gmail.com**

KR 5% Mark up = 570.69
 Total = \$11,984.42

LANDWERX EXCAVATING

16035 Carlson Lake Rd.
Brainerd, MN 56401
218.831.3435
landwerx@hotmail.com

Invoice



Item 12.

BILL TO
Adam Surma
Knife River
Industrial Park
Baxter, MN 56425

SHIP TO
Adam Surma
Knife River
Industrial Park
Baxter, MN 56425

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
3392	09/16/2024	\$7,320.00	Due on receipt	

P.O. NUMBER
Irrigation Repairs

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
09/06/2024	Irrigation System	Firehouse Subs (8heads)	8	200.00	1,600.00
09/06/2024	Irrigation System	14382 Northwoods Dr. (fix leak)	3	100.00	300.00
09/06/2024	Irrigation System	13895 Knollwood Dr. (1 head)	1	200.00	200.00
09/06/2024	Irrigation System	5131 Camden Road (2 heads)	2	200.00	400.00
09/06/2024	Irrigation System	5099 Camden Road (2 heads)	2	200.00	400.00
09/06/2024	Irrigation System	6215 Edmonton Road (4 heads)	4	200.00	800.00
09/06/2024	Irrigation System	China Garden - fixed per email instructions (skid hrly)	2	155.00	310.00
09/06/2024	Irrigation System	China Garden (materials)	1	110.00	110.00
09/06/2024	Irrigation System	6116 Edmonton Rd (1 head)	1	200.00	200.00
09/06/2024	Irrigation System	6119 Donald St. (14 heads)	14	200.00	2,800.00
09/06/2024	Irrigation System	14287 Cottage Grove & Northwoods Corner (1 head)	1	200.00	200.00

Thank you for your business!
We accept check, cash, ACH, or Credit Card.
ALL C.C. PURCHASES ARE SUBJECT TO A 3% PROCESSING FEE.

Questions regarding your invoice; please contact Kayla at: 320-360-9269

SUBTOTAL	7,320.00
TAX	0.00
TOTAL	7,320.00
BALANCE DUE	\$7,320.00

KR 5% Mark up = \$366
Total = \$7,686

LANDWERX EXCAVATING

16035 Carlson Lake Rd.
Brainerd, MN 56401
218.831.3435
landwerx@hotmail.com

Invoice



Item 12.

BILL TO
Adam Surma Knife River Industrial Park Baxter, MN 56425

SHIP TO
Adam Surma Knife River Industrial Park Baxter, MN 56425

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
3394	09/16/2024	\$6,500.00	Due on receipt	

P.O. NUMBER
Irrigation Repairs

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
09/13/2024	Irrigation System	Edgewood Dr. Baxter (30 heads)	30	200.00	6,000.00
09/13/2024	Irrigation System	Edgewood Dr. Baxter (labor)	5	100.00	500.00

Thank you for your business!
We accept check, cash, ACH, or Credit Card.
ALL C.C. PURCHASES ARE SUBJECT TO A 3%
PROCESSING FEE.
Questions regarding your invoice; please contact
Kayla at: 320-360-9269

SUBTOTAL	6,500.00
TAX	0.00
TOTAL	6,500.00
BALANCE DUE	\$6,500.00

KR 5% Mark up = \$325
Total = \$6,825



ITEM REPORT CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Knife River Corporation – North Central Partial Pay Estimate No. 5 in the amount of \$777,280.94 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project, Municipal Project Number 4424

Approval Required: Simple Majority Vote

BACKGROUND

On May 7, 2024, the City Council awarded the project to Knife River Corporation – North Central in the amount of \$3,843,672.50.

Article 15 of the Standard General Conditions of the Construction Contract outlines the process for making progress payments to the Contractor. Progress payments for unit price contracts are made based on the number of units completed during the pay period. The application is reviewed and approved by the Contractor and Engineer prior to submittal to the City for processing.

Pay Estimate 5 is presented in the amount \$777,280.94. The payment includes the cost of unit price work completed during this pay period.

FINANCIAL IMPLICATIONS

The Contractor has earned \$3,063,336.24 to date which represents 77.2% contract value. In accordance with the agreement, 5% of the revised contract value (\$198,290.53) is being retained which results in a total payment of \$777,280.94.

Budget Update

The overall project budget is \$5,030,467.01 which was set at the assessment hearing. As the project moves forward and items are completed, Widseth updates the project budget with each pay estimate. With the projected overruns and underruns, there are no remaining contingencies in the project budget. This is based on a change order that are currently being reviewed. Estimated costs have been inserted into the final budget but we will not have a final cost in the final budget until the final negotiations have been completed. This also does not include the possible increase in the engineering contract or additional turf establishment in 2025.

STAFF RECOMMENDATIONS

The Utilities Commission and Staff have no concerns with the work completed this period and recommend making progress payment as outlined in Partial Pay Estimate No. 5.

COUNCIL ACTION REQUESTED

MOTION to approve the Knife River Corporation – North Central Partial Pay Estimate No. 5 in the amount of \$77,280.94 for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project, Municipal Project Number 4424.

**PARTIAL PAYMENT ESTIMATE
NUMBER 5**

Item 13.

Name of Contractor:	Knife River Corporation - North Central 4787 Shadow Wood Drive NE Sauk Rapids, MN 56379		
Name of Owner:	City of Baxter 13190 Memorywood Drive, PO Box 2626 Baxter, MN 56425		
Date of Completion:		Amount of Contract:	Dates of Estimate:
Original: See Agreement		Original: \$3,843,672.50	From: 8/10/24
Revised:		Revised: \$3,965,810.70	To: 9/13/24

Description of Project:
2024 MILL & OVERLAY AND FULL DEPTH RECLAMATION IMPROVEMENTS, MUNICIPAL PROJECT NUMBER 4424

SPEC NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
2021.501	MOBILIZATION	1	LUMP SUM	\$110,000.00	\$110,000.00	0.0343	\$3,773.00	1.0243	\$112,673.00
2101.502	CLEARING	1	EACH	\$650.00	\$650.00				
2101.502	GRUBING	1	EACH	\$200.00	\$200.00				
2104.502	REMOVE CASTING (SANITARY)	77	EACH	\$86.00	\$6,622.00	7	\$602.00	75	\$6,450.00
2104.502	REMOVE CASTING (STORM)	46	EACH	\$99.00	\$4,554.00	17	\$1,683.00	43	\$4,257.00
2104.502	REMOVE CURB STOP BOX	8	EACH	\$55.00	\$440.00			3	\$165.00
2104.502	REMOVE CURB STOP & BOX	1	EACH	\$325.00	\$325.00			2	\$650.00
2104.502	REMOVE GATE VALVE BOX TOP	67	EACH	\$62.00	\$4,154.00	13	\$806.00	66	\$4,092.00
2104.502	REMOVE MAIL BOX SUPPORT	207	EACH	\$20.00	\$4,140.00	196	\$3,920.00	196	\$3,920.00
2104.502	SALVAGE SIGN TYPE SPECIAL	97	EACH	\$15.00	\$1,455.00	199	\$2,985.00	199	\$2,985.00
2104.502	SALVAGE MAIL BOX SUPORT	2	EACH	\$100.00	\$200.00	1	\$100.00	2	\$200.00
2104.502	REMOVE DRAINAGE STRUCTURE	2	EACH	\$335.00	\$670.00			2	\$670.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	664	LIN FT	\$4.00	\$2,656.00	104	\$416.00	709	\$2,836.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	4931	LIN FT	\$2.25	\$11,094.75	1724	\$3,879.00	3968	\$8,928.00
2104.503	REMOVE SEWER PIPE (STORM)	83	LIN FT	\$22.00	\$1,826.00			23	\$506.00
2104.503	REMOVE SEWER PIPE (SANITARY)	36	LIN FT	\$5.00	\$180.00			36	\$180.00
2104.503	REMOVE WATER SERVICE PIPE	17	LIN FT	\$95.00	\$1,615.00			39	\$3,705.00
2104.503	REMOVE CURB & GUTTER	12438	LIN FT	\$2.95	\$36,692.10	5306	\$15,652.70	11859	\$34,984.05
2104.504	REMOVE CONCRETE MEDIAN	138	SQ YD	\$11.75	\$1,621.50				
2104.504	REMOVE CONCRETE PAVEMENT	2989	SQ YD	\$6.75	\$20,175.75	428.5	\$2,892.38	1467.5	\$9,905.63
2104.504	REMOVE BITUMINOUS PAVEMENT	6358	SQ YD	\$4.50	\$28,611.00	1063.8	\$4,787.10	5147.6	\$23,164.20
2104.601	SALVAGE AGGREGATE (LV)	8432	CU YD	\$6.00	\$50,592.00	3290	\$19,740.00	8432	\$50,592.00
2105.604	DITCH EXCAVATION	6570	SQ YD	\$10.50	\$68,985.00			4346	\$45,633.00
2105.507	COMMON EXCAVATION	5640	CU YD	\$13.25	\$74,730.00	1832	\$24,274.00	3492.7	\$46,278.28
2105.507	COMMON EMBANKMENT	2100	CU YD	\$5.85	\$12,285.00	298	\$1,743.30	380	\$2,223.00
2105.607	EXCAVATION SPECIAL	1544	CU YD	\$19.00	\$29,336.00			1544	\$29,336.00
2106.609	INSTALL SALVAGED AGGREGATE (CV)	4034	CU YD	\$8.40	\$33,885.60	1748	\$14,683.20	4010	\$33,684.00
2112.603	SHOULDER PREPARATION	14935	LIN FT	\$3.20	\$47,792.00	15820	\$50,624.00	15820	\$50,624.00
2112.619	RECLAIMED AGGREGATE BASE PREPARATION	128	ROAD STA	\$390.00	\$49,920.00	25.6	\$9,984.00	128.7	\$50,193.00
2123.510	COMMON LABORERS	41	HOURL	\$80.00	\$3,280.00	145.86	\$11,668.80	393.34	\$31,467.20
2123.610	SKID LOADER	41	HOURL	\$150.00	\$6,150.00			2	\$300.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	79	HOURL	\$165.00	\$13,035.00	6.98	\$1,151.70	27.58	\$4,550.70
2211.607	AGGREGATE BASE SPECIAL (CV)	575	CU YD	\$6.10	\$3,507.50			708.52	\$4,321.97
2215.504	FULL DEPTH RECLAMATION 6"	3340	SQ YD	\$1.30	\$4,342.00			3583	\$4,657.90
2215.504	FULL DEPTH RECLAMATION 7"	2765	SQ YD	\$1.45	\$4,009.25			2896	\$4,199.20
2215.504	FULL DEPTH RECLAMATION 7.5"	4940	SQ YD	\$1.15	\$5,681.00			4863	\$5,592.45
2215.504	FULL DEPTH RECLAMATION 8.5"	27492	SQ YD	\$1.40	\$38,488.80	9288	\$13,003.20	27576	\$38,606.40
2215.504	FULL DEPTH RECLAMATION 9.5"	5017	SQ YD	\$1.30	\$6,522.10			5157	\$6,704.10
2231.604	BITUMINOUS PATCH SPECIAL	91	SQ YD	\$30.00	\$2,730.00				
2232.504	MILL BITUMINOUS SURFACE (1.5")	33095	SQ YD	\$1.40	\$46,333.00			32883.39	\$46,036.75
2301.504	CONCRETE PAVEMENT 8"	524	SQ YD	\$85.00	\$44,540.00	30	\$2,550.00	174.1	\$14,798.50
2302.518	SPOT FULL DEPTH REPAIR	29188	SQ FT	\$2.50	\$72,970.00			8752	\$21,880.00
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (RESIDENTIAL)	3743	SQ YD	\$29.00	\$108,547.00			3420.6	\$99,197.40
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (COMMERCIAL)	1504	SQ YD	\$41.00	\$61,664.00			430.1	\$17,634.10
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)	8868	TON	\$81.00	\$718,308.00	1469	\$118,989.00	6897	\$558,657.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)	5314	TON	\$77.00	\$409,178.00	1052	\$81,004.00	5020.25	\$386,559.25
2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3.B)	2789	TON	\$67.00	\$186,863.00	1115	\$74,705.00	2733	\$183,111.00
2411.502	BITUMINOUS FLUME	3	EACH	\$350.00	\$1,050.00			2	\$700.00
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	8	LIN FT	\$69.10	\$552.80			16	\$1,105.60
2503.601	TRACER WIRE SYSTEM (SANITARY)	1	LUMP SUM	\$150.00	\$150.00			1	\$150.00
2503.602	CONNECT TO EXISTING STORM SEWER	1	EACH	\$775.00	\$775.00			2	\$1,550.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	3	EACH	\$850.00	\$2,550.00			3	\$2,550.00
2503.603	8" PIPE SEWER	36	LIN FT	\$42.20	\$1,519.20			36	\$1,519.20
2504.502	HYDRANT	3	EACH	\$6,915.00	\$20,745.00			2	\$13,830.00
2504.601	WATERMAIN REPLACEMENT NO. 1	1	LUMP SUM	\$6,435.00	\$6,435.00			1.19	\$7,657.65
2504.601	WATERMAIN REPLACEMENT NO. 2	1	LUMP SUM	\$6,435.00	\$6,435.00				
2504.601	WATERMAIN REPLACEMENT NO. 3	1	LUMP SUM	\$6,435.00	\$6,435.00				
2504.601	WATERMAIN REPLACEMENT NO. 4	1	LUMP SUM	\$6,435.00	\$6,435.00				
2504.601	WATERMAIN REPLACEMENT NO. 5	1	LUMP SUM	\$6,435.00	\$6,435.00			1.18	\$7,593.30
2504.601	WATERMAIN REPLACEMENT NO. 6	1	LUMP SUM	\$6,279.00	\$6,279.00			1.22	\$7,660.38
2504.601	WATERMAIN REPLACEMENT NO. 7	1	LUMP SUM	\$6,279.00	\$6,279.00			1.19	\$7,472.01
2504.601	WATERMAIN REPLACEMENT NO. 8	1	LUMP SUM	\$6,435.00	\$6,435.00			1.19	\$7,657.65
2504.601	WATERMAIN REPLACEMENT NO. 9	1	LUMP SUM	\$6,866.00	\$6,866.00			2.35	\$16,135.10
2504.601	WATERMAIN REPLACEMENT NO. 10	1	LUMP SUM	\$6,435.00	\$6,435.00			1.19	\$7,657.65
2504.601	WATERMAIN REPLACEMENT NO. 11	1	LUMP SUM	\$6,435.00	\$6,435.00				
2504.601	WATERMAIN REPLACEMENT NO. 12	1	LUMP SUM	\$6,435.00	\$6,435.00			1.19	\$7,657.65
2504.602	6" GATE VALVE REPLACEMENT	8	EACH	\$5,525.00	\$44,200.00			3.633	\$20,072.33
2504.602	ADJUST CURB STOP	45	EACH	\$265.00	\$11,925.00				
2504.602	ADJUST GATE VALVE BOX TOP	12	EACH	\$190.00	\$2,280.00				
2504.602	INSTALL GATE VALVE BOX TOP	55	EACH	\$352.00	\$19,360.00				
2504.602	HYDRANT RESTORATION	4	EACH	\$2,462.50	\$9,850.00	1	\$352.00	48	\$16,896.00
2504.602	INSTALL CURB STOP BOX	9	EACH	\$462.00	\$4,158.00			5	\$2,310.00
2504.602	VALVE BOX MID SECTION	35	EACH	\$418.00	\$14,630.00	1	\$418.00	28	\$11,704.00
2504.602	WATERMAIN EXPLORATORY EXCAVATION	66	HOURL	\$475.00	\$31,350.00			24.5	\$11,637.50
2506.502	CASTING ASSEMBLY (SANITARY 700-7)	77	EACH	\$1,218.00	\$93,786.00			65	\$79,170.00
2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	42	EACH	\$1,243.00	\$52,206.00	14	\$17,402.00	39	\$48,477.00
2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-EVSP)	3	EACH	\$975.00	\$2,925.00			2	\$1,950.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	1	EACH	\$21,985.00	\$21,985.00			1	\$21,985.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE 48-4020	5	LIN FT	\$724.00	\$3,620.00			5	\$3,620.00
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	44	EACH	\$1,618.00	\$71,192.00	14	\$22,652.00	40	\$64,720.00
2506.602	GROUT CATCH BASIN OR MANHOLE	1	CU YD	\$555.00	\$555.00				
2506.603	SANITARY MANHOLE EXCESS DEPTH	1	LIN FT	\$456.00	\$456.00			1	\$456.00
2521.518	6" CONCRETE WALK	2602	SQ FT	\$17.50	\$45,535.00			1029	\$18,007.50
2521.518	3" BITUMINOUS WALK	15935	SQ FT	\$3.75	\$59,756.25	7968	\$29,880.00	7968	\$29,880.00
2531.503	CONCRETE CURB & GUTTER DESIGN B618	30	LIN FT	\$50.00	\$1,500.00				
2531.503	CONCRETE CURB & GUTTER DESIGN B624	11458	LIN FT	\$21.00	\$240,618.00	5033	\$105,693.00	11450	\$240,618.00


2531.504	4" CONCRETE DRIVEWAY PAVEMENT	626	SQ YD	\$76.00	\$47,576.00	3.7	\$281.20	616.1	\$46,823.60
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	57	SQ YD	\$89.00	\$5,073.00			23	\$2,047.00
2531.504	CONCRETE MEDIAN	137	SQ YD	\$102.00	\$13,974.00				
2531.604	8" CONCRETE VALLEY GUTTER	732	SQ YD	\$90.00	\$65,880.00	201.5	\$18,135.00	603.6	\$62,424.00
2531.618	TRUNCATED DOMES	309	SQ FT	\$85.00	\$26,085.00			107	\$6,955.00
2540.602	MAIL BOX SUPPORT	212	EACH	\$100.00	\$21,200.00	149	\$14,900.00	149	\$14,900.00
2550.602	CORE DRILL SANITARY SEWER STRUCTURE	1	EACH	\$850.00	\$850.00			1	\$850.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$16,000.00	\$16,000.00	0.24938	\$3,990.08	1.28208	\$20,513.28
2564.518	INSTALL SIGN PANELS TYPE C	27	SQ FT	\$55.00	\$1,485.00				
2564.602	INSTALL SIGN TYPE SPECIAL	96	EACH	\$15.00	\$1,440.00				
2571.502	DECIDUOUS TREE	1	EACH	\$1,250.00	\$1,250.00				
2573.502	STORM DRAIN INLET PROTECTION	53	EACH	\$195.00	\$10,335.00	23	\$4,485.00	49	\$9,555.00
2573.503	FILTER BERM (TYPE 4)	4310	LIN FT	\$1.25	\$5,387.50	2450	\$3,062.50	3131	\$3,913.75
2573.503	SILT FENCE, TYPE MS	2598	LIN FT	\$2.00	\$5,196.00	2645	\$5,290.00	4433	\$8,866.00
2573.501	STABILIZED CONSTRUCTION EXIT	14	EACH	\$985.00	\$13,790.00				
2574.505	SOIL BED PREPARATION	4	ACRE	\$500.00	\$2,000.00	1.6	\$800.00	3.3	\$1,650.00
2574.507	SCREENED TOPSOIL BORROW	8135	CU YD	\$34.00	\$276,590.00	376.97	\$12,816.98	1839.37	\$62,538.58
2574.508	FERTILIZER TYPE 3	1200	POUND	\$0.85	\$1,140.00	500.03	\$475.03	1000.04	\$950.04
2575.505	SEEDING	4	ACRE	\$500.00	\$2,000.00	1.6	\$800.00	3.3	\$1,650.00
2575.505	HYDRAULIC ORGANIC MATRIX	4	ACRE	\$8,950.00	\$35,800.00	1.6	\$14,320.00	3.3	\$29,535.00
2575.508	SEED MIXTURE 25-151	400	POUND	\$4.30	\$1,720.00				
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	1600	POUND	\$4.95	\$7,920.00	640	\$3,168.00	1320	\$6,534.00
2575.523	WATER	15600	POUND	\$3.00	\$46,800.00	6249.56	\$18,748.66	12099.56	\$36,998.66
2582.503	4" SOLID LINE PAINT	32	MGAL	\$127.00	\$4,064.00	6.56	\$833.12	18.56	\$2,357.12
2582.503	12" SOLID LINE PAINT	2002	LIN FT	\$0.35	\$700.70	552	\$193.20	1503	\$526.05
2582.503	4" BROKEN LINE PAINT	58	LIN FT	\$14.00	\$812.00	221	\$3,094.00	221	\$3,094.00
2582.503	4" DOTTED LINE PAINT	3660	LIN FT	\$0.35	\$1,281.00	2630	\$920.50	2980	\$1,043.00
2582.503	4" DOUBLE SOLID LINE PAINT	58	LIN FT	\$0.50	\$29.00			60	\$30.00
2582.518	PAVEMENT MESSAGE	6911	LIN FT	\$0.70	\$4,837.70	3812	\$2,668.40	6480	\$4,536.00
2104.601	REPAIR SPRINKLER SYSTEM ALLOWANCE	45	SQ FT	\$8.00	\$360.00	45	\$360.00	45	\$360.00
		1	LUMP SUM	\$50,000.00	\$50,000.00			1	\$50,000.00
CHANGE ORDER 1									
1	CLEAN AND VIDEO TAPE PIPE SEWER	737.5	LIN FT	\$1.67	\$1,231.63			737.5	\$1,231.63
2	CLEAN AND VIDEO TAPE STORM PIPE SEWER	5333	LIN FT	\$3.06	\$16,318.98				
3	CLEAN AND VIDEO TAPE PIPE SEWER	22122	LIN FT	\$1.53	\$33,846.66				
4	LIGHT POLE RELOCATION	1	LUMP SUM	\$7,399.35	\$7,399.35			1	\$7,399.35
CHANGE ORDER 3									
1	REMOVE GATE VALVE	1	LUMP SUM	\$433.13	\$433.13			1	\$433.13
2	1" COPPER SERVICE INSTALLTION	1	LUMP SUM	\$6,762.53	\$6,762.53			1	\$6,762.53
3	6" SERVICE LINE EXTENSION	1	LUMP SUM	\$1,655.60	\$1,655.60			1	\$1,655.60
4	DELLWOOD DRIVE SEWER STRUCTURE UPGRADE	1	LUMP SUM	\$2,674.43	\$2,674.43			1	\$2,674.43
5	DELLWOOD DRIVE SEWER LINE UPGRADE	1	LUMP SUM	\$370.48	\$370.48			1	\$370.48
6	DELLWOOD DRIVE STORM SEWER REDESIGN	1	LUMP SUM	\$346.50	\$346.50			1	\$346.50
CHANGE ORDER 4									
1	REPAIR SPRINKER SYSTEM ALLOWANCE	1	LUMP SUM	\$2,870.00	\$2,870.00			1	\$2,870.00
2	ELMWOOD DRIVE STORM SEWER REPLACEMENT								
	REMOVE CASTING (STORM)	2	EACH	\$99.00	\$198.00				
	REMOVE DRAINAGE STRUCTURE	1	EACH	\$335.00	\$335.00				
	SAWING CONCRETE PAVEMENT (FULL DEPTH)	11	LIN FT	\$4.00	\$44.00				
	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	66	LIN FT	\$2.25	\$148.50				
	REMOVE SEWER PIPE (STORM)	36	LIN FT	\$22.00	\$792.00				
	REMOVE CURB AND GUTTER	22	LIN FT	\$2.95	\$64.90				
	REMOVE BITUMINOUS PAVEMENT	50	SQ YD	\$4.50	\$225.00				
	SALVAGE AGGREGATE (CV)	8.3	CU YD	\$6.00	\$49.80				
	INSTALLED SALVAGED AGGREGATE (CV)	8.3	CU YD	\$8.40	\$69.72				
	TYPE SP 9.5 WEARING COURSE MIX (3.C)	6	TON	\$77.00	\$462.00				
	TYPE SP 12.5 NON-WEARING COURSE MIX (3.B)	6	TON	\$67.00	\$402.00				
	12" RC PIPE SEWER DESIGN 3008 CLASS V	36	LIN FT	\$69.10	\$2,487.60				
	CONSTRUCT DRAINAGE STRUCTURE 48-4020	1	EACH	\$3,980.00	\$3,980.00				
	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	1	EACH	\$2,154.00	\$2,154.00				
	CONNECT TO EXISTING STORM SEWER	2	EACH	\$775.00	\$1,550.00				
	INSTALL CASTING (STORM)	2	EACH	\$1,243.00	\$2,486.00				
	CONCRETE CURB & GUTTER DESIGN B624	22	LIN FT	\$21.00	\$462.00				
	MOBILIZATION (KNIFE RIVER)	1	LUMP SUM	\$2,500.00	\$2,500.00				
	MOBILIZATION (DECHANTAL)	1	LUMP SUM	\$2,528.00	\$2,528.00				
CHANGE ORDER 5									
1	EDGEWOOD DRIVE CATCH BASIN REHAB	1	LUMP SUM	\$794.97	\$794.97	1	\$794.97	1	\$794.97
2	EDGEWOOD DRIVE ROAD BASE FABRIC	1	LUMP SUM	\$11,984.42	\$11,984.42	1	\$11,984.42	1	\$11,984.42
3	REPAIR SPRINKER SYSTEM ALLOWANCE	1	LUMP SUM	\$14,511.00	\$14,511.00	1	\$14,511.00	1	\$14,511.00
TOTAL:				\$3,965,810.70		\$778,645.46		\$3,063,336.24	

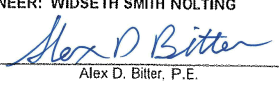
AMOUNT EARNED	THIS PERIOD	\$778,645.46	TOTAL TO DATE	\$3,063,336.24
AMOUNT RETAINED (5% OF REVISED CONTRACT VALUE)		\$1,364.52		\$198,290.53
PREVIOUS PAYMENTS				\$2,087,764.76
AMOUNT DUE		\$777,280.94		\$777,280.94

Estimated Percentage Completed: 77.2%

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 were issued and payments received from the Owner, and that current payment shown herein is now due.

ENGINEER'S CERTIFICATION:
 The undersigned endorses that 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.

CONTRACTOR : KNIFE RIVER CORPORATION - NORTH CENTRAL
 BY: 
 Date: 9-23-24

ENGINEER: WIDSETH SMITH NOLTING
 BY: 
 Alex D. Bitter, P.E.
 Date: 09-23-2024

APPROVED BY CITY OF BAXTER:
 BY: Kelly Steele, Assistant City Administrator / City Clerk

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION
 BY:

Date: _____

Date: _____

APPROVED BY CITY OF BAXTER:

BY: _____
Darrel Olson, Mayor

Date: _____

PARTIAL PAY ESTIMATE 5 - ATTACHMENT A
2024 M&O AND FDR IMPROVEMENTS PROJECT
MUNICIPAL PROJECT NUMBER 4424
 Friday, September 13, 2024

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	RESIDENTIAL MILL & OVERLAY						
					CONTRACT		THIS PERIOD		TOTAL TO DATE		
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
113	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.35							
114	2582.503	4" DOTTED LINE PAINT	LIN FT	\$0.50							
115	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.70							
116	2582.518	PAVEMENT MESSAGE	SQ FT	\$8.00							
118	2104.601	REPAIR SPRINKLER SYSTEM ALLOWANCE	LUMP SUM	\$50,000.00							
CHANGE ORDER 1											
1	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	\$1.67							
2	2503.603	CLEAN AND VIDEO TAPE STORM PIPE SEWER	LIN FT	\$3.06							
3	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	\$1.53							
4		LIGHT POLE RELOCATION	LUM SUM	\$7,399.35							
CHANGE ORDER 3											
1		REMOVE GATE VALVE	LUMP SUM	\$433.13							
2		1" COPPER SERVICE INSTALLTION	LUMP SUM	\$6,762.53							
3		6" SERVICE LINE EXTENSION	LUMP SUM	\$1,655.60							
4		DELLWOOD DRIVE SEWER STRUCTURE UPGRADE	LUMP SUM	\$2,674.43							
5		DELLWOOD DRIVE SEWER LINE UPGRADE	LUMP SUM	\$370.48							
6		DELLWOOD DRIVE STORM SEWER REDESIGN	LUMP SUM	\$346.50							
CHANGE ORDER 4											
1		REPAIR SPRINKER SYSTEM ALLOWANCE	LUMP SUM	\$2,870.00							
2		ELMWOOD DRIVE STORM SEWER REPLACEMENT									
		REMOVE CASTING (STORM)	EACH	\$99.00							
		REMOVE DRAINAGE STRUCTURE	EACH	\$335.00							
		SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$4.00							
		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.25							
		REMOVE SEWER PIPE (STORM)	LIN FT	\$22.00							
		REMOVE CURB AND GUTTER	LIN FT	\$2.95							
		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$4.50							
		SALVAGE AGGREGATE (CV)	CU YD	\$6.00							
		INSTALLED SALVAGED AGGREGATE (CV)	CU YD	\$8.40							
		TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$77.00							
		TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	\$67.00							
		12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$69.10							
		CONSTRUCT DRAINAGE STRUCTURE 48-4020	EACH	\$3,980.00							
		CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	\$2,154.00							
		CONNECT TO EXISTING STORM SEWER	EACH	\$775.00							
		INSTALL CASTING (STORM)	EACH	\$1,243.00							
		CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$21.00							
		MOBILIZATION (KNIFE RIVER)	LUM SUM	\$2,500.00							
		MOBILIZATION (DECHANTAL)	LUM SUM	\$2,528.00							
CHANGE ORDER 5											
1		EDGEWOOD DRIVE CATCH BASIN REHAB	LUM SUM	\$794.97							
2		EDGEWOOD DRIVE ROAD BASE FABRIC	LUM SUM	\$11,984.42							
3		REPAIR SPRINKER SYSTEM ALLOWANCE	LUM SUM	\$14,511.00							
TOTALS:											
AMOUNT RETAINED (5% OF REVISED CONTRACT VALUE)					\$746,439.73	\$218,464.16	\$635,763.43				
PREVIOUS PAYMENTS						\$35,280.74	\$37,321.99				
AMOUNT DUE:						\$183,203.42	\$380,042.58				
							\$218,418.86				

PARTIAL PAY ESTIMATE 5 - ATTACHMENT A
2024 M&O AND FDR IMPROVEMENTS PROJECT
MUNICIPAL PROJECT NUMBER 4424
 Friday, September 13, 2024

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	2021.501	MOBILIZATION	LUMP SUM	\$110,000.00
2	2101.502	CLEARING	EACH	\$650.00
3	2101.502	GRUBING	EACH	\$200.00
4	2104.502	REMOVE CASTING (SANITARY)	EACH	\$86.00
5	2104.502	REMOVE CASTING (STORM)	EACH	\$99.00
6	2104.502	REMOVE CURB STOP BOX	EACH	\$55.00
7	2104.502	REMOVE CURB STOP & BOX	EACH	\$325.00
8	2104.502	REMOVE GATE VALVE BOX TOP	EACH	\$62.00
9	2104.502	REMOVE MAIL BOX SUPPORT	EACH	\$20.00
10	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	\$15.00
11	2104.502	SALVAGE MAIL BOX SUPORT	EACH	\$100.00
12	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$335.00
13	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$4.00
14	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.25
15	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	\$22.00
16	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$5.00
17	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	\$95.00
18	2104.503	REMOVE CURB & GUTTER	LIN FT	\$2.95
19	2104.504	REMOVE CONCRETE MEDIAN	SQ YD	\$11.75
20	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$6.75
21	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$4.50
22	2104.601	SALVAGE AGGREGATE (LV)	CU YD	\$6.00
23	2105.604	DITCH EXCAVATION	SQ YD	\$10.50
24	2105.507	COMMON EXCAVATION	CU YD	\$13.25
25	2105.507	COMMON EMBANKMENT	CU YD	\$5.85
26	2105.607	EXCAVATION SPECIAL	CU YD	\$19.00
27	2106.609	INSTALL SALVAGED AGGREGATE (CV)	CU YD	\$8.40
28	2112.603	SHOULDER PREPARATION	LIN FT	\$3.20
29	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$399.00
30	2123.510	COMMON LABORERS	HOUR	\$80.00
31	2123.610	SKID LOADER	HOUR	\$150.00
32	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HOUR	\$165.00
33	2211.607	AGGREGATE BASE SPECIAL (CV)	CU YD	\$6.10
34	2215.504	FULL DEPTH RECLAMATION 6"	SQ YD	\$1.30
35	2215.504	FULL DEPTH RECLAMATION 7"	SQ YD	\$1.45
36	2215.504	FULL DEPTH RECLAMATION 7.5"	SQ YD	\$1.15
37	2215.504	FULL DEPTH RECLAMATION 8.5"	SQ YD	\$1.40
38	2215.504	FULL DEPTH RECLAMATION 9.5"	SQ YD	\$1.30
39	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$30.00
40	2232.604	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.40
41	2301.504	CONCRETE PAVEMENT 8"	SQ YD	\$85.00
42	2302.518	SPOT FULL DEPTH REPAIR	SQ FT	\$2.50
43	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (RESIDENTIAL)	SQ YD	\$29.00
44	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (COMMERCIAL)	SQ YD	\$41.00
45	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	\$81.00
46	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	\$77.00
47	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3.B)	TON	\$67.00
48	2411.502	BITUMINOUS FLUME	EACH	\$359.00
49	2503.503	12" PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$69.10
50	2503.601	TRACER WIRE SYSTEM (SANITARY)	LUMP SUM	\$150.00
51	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$775.00
52	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$850.00
53	2503.603	8" PIPE SEWER	LIN FT	\$42.20
54	2504.502	HYDRANT	EACH	\$6,915.00
55	2504.601	WATERMAIN REPLACEMENT NO. 1	LUMP SUM	\$6,435.00
56	2504.601	WATERMAIN REPLACEMENT NO. 2	LUMP SUM	\$6,435.00
57	2504.601	WATERMAIN REPLACEMENT NO. 3	LUMP SUM	\$6,435.00
58	2504.601	WATERMAIN REPLACEMENT NO. 4	LUMP SUM	\$6,435.00
59	2504.601	WATERMAIN REPLACEMENT NO. 5	LUMP SUM	\$6,435.00
60	2504.601	WATERMAIN REPLACEMENT NO. 6	LUMP SUM	\$6,279.00
61	2504.601	WATERMAIN REPLACEMENT NO. 7	LUMP SUM	\$6,279.00
62	2504.601	WATERMAIN REPLACEMENT NO. 8	LUMP SUM	\$6,435.00
63	2504.601	WATERMAIN REPLACEMENT NO. 9	LUMP SUM	\$6,866.00
64	2504.601	WATERMAIN REPLACEMENT NO. 10	LUMP SUM	\$6,435.00
65	2504.601	WATERMAIN REPLACEMENT NO. 11	LUMP SUM	\$6,435.00
66	2504.601	WATERMAIN REPLACEMENT NO. 12	LUMP SUM	\$6,435.00
67	2504.602	6" GATE VALVE REPLACEMENT	EACH	\$5,525.00
68	2504.602	ADJUST CURB STOP	EACH	\$265.00
69	2504.602	ADJUST GATE VALVE BOX TOP	EACH	\$198.00
70	2504.602	INSTALL GATE VALVE BOX TOP	EACH	\$352.00
71	2504.602	HYDRANT RESTORATION	EACH	\$2,462.50
72	2504.602	INSTALL CURB STOP BOX	EACH	\$462.00
73	2504.602	VALVE BOX MID SECTION	EACH	\$418.00
74	2504.602	WATERMAIN EXPLORATORY EXCAVATION	HOUR	\$475.00
75	2506.502	CASTING ASSEMBLY (SANITARY 700-7)	EACH	\$1,218.00
76	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	EACH	\$1,243.00
77	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-EVSP)	EACH	\$975.00
78	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	EACH	\$21,985.00
79	2506.503	CONSTRUCT DRAINAGE STRUCTURE 48-4020	LIN FT	\$724.00
80	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$1,618.00
81	2506.602	GROUT CATCH BASIN OR MANHOLE	CU YD	\$555.00
82	2506.603	SANITARY MANHOLE EXCESS DEPTH	LIN FT	\$456.00
83	2521.518	6" CONCRETE WALK	SQ FT	\$17.50
84	2521.518	3" BITUMINOUS WALK	SQ FT	\$3.75
85	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$50.00
86	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$21.00
87	2531.504	4" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$76.00
88	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$89.00
89	2531.504	CONCRETE MEDIAN	SQ YD	\$102.00
90	2531.604	6" CONCRETE VALLEY GUTTER	SQ YD	\$90.00
91	2531.618	TRUNCATED DOMES	SQ FT	\$65.00
92	2540.602	MAIL BOX SUPPORT	EACH	\$100.00
93	2560.602	CORE DRILL SANITARY SEWER STRUCTURE	EACH	\$850.00
94	2563.601	TRAFFIC CONTROL	LUMP SUM	\$16,000.00
95	2564.518	INSTALL SIGN PANELS TYPE C	SQ FT	\$55.00
96	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	\$15.00
97	2571.502	DECIDUOUS TREE	EACH	\$1,250.00
98	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$195.00
99	2573.503	FILTER BERM (TYPE 4)	LIN FT	\$1.25
100	2573.503	SILT FENCE TYPE WS	LIN FT	\$2.00
101	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	\$985.00
102	2574.505	SOIL BED PREPARATION	ACRE	\$500.00
103	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$34.00
104	2574.508	FERTILIZER TYPE 3	POUND	\$0.95
105	2575.505	SEEDING	ACRE	\$50.00
106	2575.505	HYDRAULIC ORGANIC MATRIX	ACRE	\$8,950.00
107	2575.508	SEED MIXTURE 22-111	POUND	\$4.30
108	2575.508	SEED MIXTURE 25-151	POUND	\$4.95
109	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$3.00
110	2575.523	WATER	MGAL	\$127.00
111	2582.503	4" SOLID LINE PAINT	LIN FT	\$0.35
112	2582.503	12" SOLID LINE PAINT	LIN FT	\$14.00

RESIDENTIAL FULL DEPTH RECLAMATION					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.27	\$29,700.00			0.27	\$29,700.00
21	\$1,806.00			22	\$1,892.00
5	\$275.00			3	\$165.00
20	\$1,240.00			21	\$1,302.00
58	\$1,160.00	58	\$1,160.00	58	\$1,160.00
61	\$915.00	61	\$915.00	61	\$915.00
262	\$1,048.00			239	\$956.00
1655	\$3,723.75			1181	\$2,657.25
538	\$3,631.50			521	\$3,516.75
2424	\$10,908.00			2782.8	\$12,522.60
6217	\$65,278.50			3617	\$37,978.50
1731	\$22,935.75				
1144	\$6,692.40				
1544	\$29,336.00			1544	\$29,336.00
66.00	\$25,740.00			66.7	\$26,013.00
14	\$1,120.00				
14	\$2,100.00				
28	\$4,620.00			8.7	\$1,435.50
240	\$1,464.00			359.73	\$2,194.35
3340	\$4,342.00			3583	\$4,657.90
2765	\$4,009.25			2896	\$4,199.20
4940	\$5,681.00			4863	\$5,592.45
9794	\$13,711.60			9871	\$13,819.40
3743	\$108,547.00			2806.6	\$81,391.40
1894	\$153,414.00			1969	\$159,489.00
2525	\$194,425.00			2407.25	\$185,358.25
1	\$6,915.00			1	\$6,915.00
1	\$6,279.00			1.22	\$7,660.38
1	\$6,279.00			1.19	\$7,472.01
1	\$6,435.00			1.19	\$7,657.65
1	\$6,866.00			2.35	\$16,135.10
1	\$6,435.00			1.19	\$7,657.65
3	\$16,575.00			1.633	\$9,022.33
13	\$3,445.00				
1	\$198.00				
16	\$5,632.00			1	\$5,632.00
1	\$2,462.50			1	\$2,462.50
6	\$2,772.00			5	\$2,310.00
10	\$4,180.00			6	\$2,508.00
36	\$17,100.00			14	\$6,650.00
21	\$25,578.00			21	\$25,578.00
622	\$47,272.00			612.4	\$46,542.40
63	\$6,300.00				
0.27	\$4,320.00			0.2827	\$4,523.20
55	\$825.00				
655	\$819.75				
593	\$1,188.00			897	\$1,794.00
7	\$8,895.00				
2.17	\$1,085.00	0.84	\$420.00	2.32	\$1,160.00
580	\$19,720.00			820.64	\$27,901.76
651	\$618.45	262.5	\$249.38	699.54	\$664.56
2.17	\$1,085.00	0.84	\$420.00	2.32	\$1,160.00
2.17	\$19,421.50	0.84	\$7,518.00	2.32	\$20,764.00
217	\$933.10				
868	\$4,296.60	336	\$1,663.20	927.85	\$4,592.86
8463	\$25,389.00	3281.25	\$9,843.75	9165.45	\$27,496.35
14	\$1,178.00				
541	\$169.35	552	\$193.20	552	\$193.20

PARTIAL PAY ESTIMATE 5 - ATTACHMENT A
2024 M&O AND FDR IMPROVEMENTS PROJECT
MUNICIPAL PROJECT NUMBER 4424
 Friday, September 13, 2024

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
113	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.35
114	2582.503	4" DOTTED LINE PAINT	LIN FT	\$0.50
115	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.70
116	2582.518	PAVEMENT MESSAGE	SQ FT	\$8.00
118	2104.601	REPAIR SPRINKLER SYSTEM ALLOWANCE	LUMP SUM	\$50,000.00
CHANGE ORDER 1				
1	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	\$1.67
2	2503.603	CLEAN AND VIDEO TAPE STORM PIPE SEWER	LIN FT	\$3.06
3	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	\$1.53
4		LIGHT POLE RELOCATION	LUMP SUM	\$7,399.35
CHANGE ORDER 3				
1		REMOVE GATE VALVE	LUMP SUM	\$433.13
2		1" COPPER SERVICE INSTALLTION	LUMP SUM	\$6,762.53
3		6" SERVICE LINE EXTENSION	LUMP SUM	\$1,655.60
4		DELLWOOD DRIVE SEWER STRUCTURE UPGRADE	LUMP SUM	\$2,674.43
5		DELLWOOD DRIVE SEWER LINE UPGRADE	LUMP SUM	\$370.48
6		DELLWOOD DRIVE STORM SEWER REDESIGN	LUMP SUM	\$346.50
CHANGE ORDER 4				
1		REPAIR SPRINKER SYSTEM ALLOWANCE	LUMP SUM	\$2,870.00
2		ELMWOOD DRIVE STORM SEWER REPLACEMENT		
		REMOVE CASTING (STORM)	EACH	\$99.00
		REMOVE DRAINAGE STRUCTURE	EACH	\$335.00
		SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$4.00
		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.25
		REMOVE SEWER PIPE (STORM)	LIN FT	\$22.00
		REMOVE CURB AND GUTTER	LIN FT	\$2.95
		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$4.50
		SALVAGE AGGREGATE (CV)	CU YD	\$6.00
		INSTALLED SALVAGED AGGREGATE (CV)	CU YD	\$8.40
		TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	\$77.00
		TYPE SP 12.5 NON-WEARING COURSE MIX (3.B)	TON	\$67.00
		12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$69.10
		CONSTRUCT DRAINAGE STRUCTURE 48-4020	EACH	\$3,960.00
		CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	\$2,154.00
		CONNECT TO EXISTING STORM SEWER	EACH	\$775.00
		INSTALL CASTING (STORM)	EACH	\$1,243.00
		CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$21.00
		MOBILIZATION (KNIFE RIVER)	LUMP SUM	\$2,500.00
		MOBILIZATION (DECHANTAL)	LUMP SUM	\$2,528.00
CHANGE ORDER 5				
1		EDGEWOOD DRIVE CATCH BASIN REHAB	LUMP SUM	\$794.97
2		EDGEWOOD DRIVE ROAD BASE FABRIC	LUMP SUM	\$11,984.42
3		REPAIR SPRINKER SYSTEM ALLOWANCE	LUMP SUM	\$14,511.00

TOTALS:
 AMOUNT RETAINED (5% OF REVISED CONTRACT VALUE)
 PREVIOUS PAYMENTS
 AMOUNT DUE:

RESIDENTIAL FULL DEPTH RECLAMATION					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1150	\$402.50	930	\$325.50	1110	\$388.50
1930	\$1,351.00	1050	\$735.00	2000	\$1,400.00
0.27	\$13,500.00			0.58	\$29,000.00
7190	\$11,000.70				
1	\$7,399.35			1	\$7,399.35
1	\$433.13			1	\$433.13
0.3	\$4,353.30	0.3	\$4,353.30	0.3	\$4,353.30

\$1,008,409.98 \$27,796.33 \$901,336.43
 -1,793.79 -50,420.50
 \$29,590.12 \$923,337.28
 \$27,578.66

PARTIAL PAY ESTIMATE 5 - ATTACHMENT A
2024 M&O AND FDR IMPROVEMENTS PROJECT
MUNICIPAL PROJECT NUMBER 4424
 Friday, September 13, 2024

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	2021.501	MOBILIZATION	LUMP SUM	\$110,000.00
2	2101.502	CLEARING	EACH	\$650.00
3	2101.502	GRUBING	EACH	\$200.00
4	2104.502	REMOVE CASTING (SANITARY)	EACH	\$86.00
5	2104.502	REMOVE CASTING (STORM)	EACH	\$99.00
6	2104.502	REMOVE CURB STOP BOX	EACH	\$55.00
7	2104.502	REMOVE CURB STOP & BOX	EACH	\$325.00
8	2104.502	REMOVE GATE VALVE BOX TOP	EACH	\$62.00
9	2104.502	REMOVE MAIL BOX SUPPORT	EACH	\$20.00
10	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	\$15.00
11	2104.502	SALVAGE MAIL BOX SUPORT	EACH	\$100.00
12	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$335.00
13	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$4.00
14	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.25
15	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	\$22.00
16	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$5.00
17	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	\$95.00
18	2104.503	REMOVE CURB & GUTTER	LIN FT	\$2.95
19	2104.504	REMOVE CONCRETE MEDIAN	SQ YD	\$11.75
20	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$6.75
21	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$4.50
22	2104.601	SALVAGE AGGREGATE (LV)	CU YD	\$6.00
23	2105.604	DITCH EXCAVATION	SQ YD	\$10.50
24	2105.507	COMMON EXCAVATION	CU YD	\$13.25
25	2105.507	COMMON EMBANKMENT	CU YD	\$5.85
26	2105.607	EXCAVATION SPECIAL	CU YD	\$19.00
27	2106.609	INSTALL SALVAGED AGGREGATE (CV)	CU YD	\$8.40
28	2112.603	SHOULDER PREPARATION	LIN FT	\$3.20
29	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$390.00
30	2123.510	COMMON LABORERS	HOUR	\$80.00
31	2123.610	SKID LOADER	HOUR	\$150.00
32	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HOUR	\$165.00
33	2211.607	AGGREGATE BASE SPECIAL (CV)	CU YD	\$6.10
34	2215.504	FULL DEPTH RECLAMATION 6"	SQ YD	\$1.30
35	2215.504	FULL DEPTH RECLAMATION 7"	SQ YD	\$1.45
36	2215.504	FULL DEPTH RECLAMATION 7.5"	SQ YD	\$1.15
37	2215.504	FULL DEPTH RECLAMATION 8.5"	SQ YD	\$1.40
38	2215.504	FULL DEPTH RECLAMATION 9.5"	SQ YD	\$1.30
39	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$30.00
40	2232.504	MILK BITUMINOUS SURFACE (1.5")	SQ YD	\$1.40
41	2301.504	CONCRETE PAVEMENT 8"	SQ YD	\$85.00
42	2302.518	SPOT FULL DEPTH REPAIR	SQ FT	\$2.50
43	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (RESIDENTIAL)	SQ YD	\$29.00
44	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (COMMERCIAL)	SQ YD	\$41.00
45	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	\$81.00
46	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	\$77.00
47	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3.B)	TON	\$67.00
48	2411.502	BITUMINOUS FLUME	EACH	\$350.00
49	2503.608	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$69.00
50	2503.601	TRACER WIRE SYSTEM (SANITARY)	LUMP SUM	\$1,100.00
51	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$775.00
52	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$850.00
53	2503.603	8" PIPE SEWER	LIN FT	\$42.20
54	2504.502	HYDRANT	EACH	\$6,915.00
55	2504.601	WATERMAIN REPLACEMENT NO. 1	LUMP SUM	\$6,435.00
56	2504.601	WATERMAIN REPLACEMENT NO. 2	LUMP SUM	\$6,435.00
57	2504.601	WATERMAIN REPLACEMENT NO. 3	LUMP SUM	\$6,435.00
58	2504.601	WATERMAIN REPLACEMENT NO. 4	LUMP SUM	\$6,435.00
59	2504.601	WATERMAIN REPLACEMENT NO. 5	LUMP SUM	\$6,435.00
60	2504.601	WATERMAIN REPLACEMENT NO. 6	LUMP SUM	\$6,279.00
61	2504.601	WATERMAIN REPLACEMENT NO. 7	LUMP SUM	\$6,279.00
62	2504.601	WATERMAIN REPLACEMENT NO. 8	LUMP SUM	\$6,435.00
63	2504.601	WATERMAIN REPLACEMENT NO. 9	LUMP SUM	\$6,866.00
64	2504.601	WATERMAIN REPLACEMENT NO. 10	LUMP SUM	\$6,435.00
65	2504.601	WATERMAIN REPLACEMENT NO. 11	LUMP SUM	\$6,435.00
66	2504.601	WATERMAIN REPLACEMENT NO. 12	LUMP SUM	\$6,435.00
67	2504.602	6" GATE VALVE REPLACEMENT	EACH	\$5,525.00
68	2504.602	ADJUST CURB STOP	EACH	\$265.00
69	2504.602	ADJUST GATE VALVE BOX TOP	EACH	\$198.00
70	2504.602	INSTALL GATE VALVE BOX TOP	EACH	\$352.00
71	2504.602	HYDRANT RESTORATION	EACH	\$2,462.50
72	2504.602	INSTALL CURB STOP BOX	EACH	\$462.00
73	2504.602	VALVE BOX MID SECTION	EACH	\$418.00
74	2504.602	WATERMAIN EXPLORATORY EXCAVATION	HOUR	\$475.00
75	2506.502	CASTING ASSEMBLY (SANITARY 700-7)	EACH	\$1,218.00
76	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	EACH	\$1,243.00
77	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-EVSP)	EACH	\$975.00
78	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	EACH	\$21,985.00
79	2506.503	CONSTRUCT DRAINAGE STRUCTURE 48-4020	LIN FT	\$724.00
80	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$1,618.00
81	2506.602	GROUT CATCH BASIN OR MANHOLE	CU YD	\$555.00
82	2506.603	SANITARY MANHOLE EXCESS DEPTH	LIN FT	\$456.00
83	2521.518	6" CONCRETE WALK	SQ FT	\$17.50
84	2521.518	3" BITUMINOUS WALK	SQ FT	\$3.75
85	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$50.00
86	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$21.00
87	2531.504	4" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$76.00
88	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$89.00
89	2531.504	CONCRETE MEDIAN	SQ YD	\$102.00
90	2531.604	6" CONCRETE VALLEY GUTTER	SQ YD	\$90.00
91	2531.618	TRUNCATED DOMES	SQ FT	\$65.00
92	2540.602	MAIL BOX SUPPORT	EACH	\$110.00
93	2560.602	CORE DRILL SANITARY SEWER STRUCTURE	EACH	\$850.00
94	2563.601	TRAFFIC CONTROL	LUMP SUM	\$16,000.00
95	2564.518	INSTALL SIGN PANELS TYPE C	SQ FT	\$55.00
96	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	\$15.00
97	2571.502	DECIDUOUS TREE	EACH	\$1,250.00
98	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$195.00
99	2573.503	FILTER BERM (TYPE 4)	LIN FT	\$1.25
100	2573.503	SILT FENCE TYPE MS	LIN FT	\$2.00
101	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	\$985.00
102	2574.505	SOIL BED PREPARATION	ACRE	\$500.00
103	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$34.00
104	2574.508	FERTILIZER TYPE 3	POUND	\$0.95
105	2575.505	SEEDING	ACRE	\$500.00
106	2575.505	HYDRAULIC ORGANIC MATRIX	ACRE	\$8,950.00
107	2575.508	SEED MIXTURE 22-111	POUND	\$4.30
108	2575.508	SEED MIXTURE 25-151	POUND	\$4.95
109	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$3.00
110	2575.523	WATER	MGAL	\$127.00
111	2582.503	4" SOLID LINE PAINT	LIN FT	\$0.35
112	2582.503	12" SOLID LINE PAINT	LIN FT	\$14.00

COMMERCIAL FULL DEPTH RECLAMATION					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.46	\$50,600.00	0.0143	\$1,573.00	0.4843	\$53,273.00
1	\$650.00				
1	\$200.00				
17	\$1,462.00	7	\$602.00	17	\$1,462.00
41	\$4,059.00	14	\$1,386.00	40	\$3,960.00
1	\$325.00			2	\$650.00
23	\$1,438.00	11	\$682.00	24	\$1,488.00
11	\$220.00				
28	\$420.00				
2	\$200.00	1	\$100.00	2	\$200.00
2	\$670.00			2	\$670.00
295	\$1,180.00	11	\$44.00	323	\$1,292.00
1720	\$3,870.00	412	\$927.00	1449	\$3,260.25
83	\$1,826.00			23	\$506.00
36	\$180.00			36	\$180.00
17	\$1,615.00			39	\$3,705.00
12149	\$35,839.55	5040	\$14,868.00	11593	\$34,199.35
138	\$1,621.50				
2218	\$14,971.50	185.5	\$1,252.13	697.5	\$4,708.13
1656	\$7,452.00	442.8	\$1,992.60	1709.8	\$7,694.10
8432	\$50,592.00	3290	\$19,740.00	8432	\$50,592.00
3261	\$43,208.25	1355	\$17,953.75	3015.7	\$39,958.03
748	\$4,375.80	298	\$1,743.30	380	\$2,223.00
4034	\$33,885.60	1748	\$14,683.20	4010	\$33,684.00
62	\$24,180.00	25.6	\$9,984.00	62	\$24,180.00
15	\$1,200.00	145.86	\$11,668.80	393.34	\$13,467.20
15	\$2,250.00			2	\$300.00
28	\$4,620.00			11.9	\$1,983.50
320	\$1,952.00			348.8	\$2,127.62
17698	\$24,777.20	9286	\$13,003.20	17705	\$24,787.00
5017	\$6,522.10			5157	\$6,704.10
596	\$834.40				
499	\$42,415.00	30	\$2,550.00	174.1	\$14,798.50
1404	\$57,564.00			430.1	\$17,634.10
2849	\$230,769.00	1052	\$81,004.00	1283	\$103,923.00
2778	\$213,906.00	1115	\$74,705.00	2613	\$201,201.00
2778	\$186,126.00			2733	\$183,111.00
3	\$1,050.00			2	\$700.00
8	\$352.80			16	\$1,105.60
1	\$150.00			1	\$150.00
1	\$775.00			2	\$1,550.00
3	\$2,550.00			3	\$2,550.00
36	\$1,519.20			36	\$1,519.20
2	\$11,050.00				
3	\$570.00				
21	\$7,392.00	1	\$352.00	12	\$4,224.00
15	\$6,270.00	1	\$418.00	13	\$5,434.00
17	\$20,706.00			8	\$9,744.00
39	\$48,477.00	14	\$17,402.00	39	\$48,477.00
1	\$975.00			2	\$1,950.00
1	\$21,985.00			1	\$21,985.00
5	\$3,620.00			5	\$3,620.00
39	\$63,102.00	14	\$22,652.00	40	\$64,720.00
1	\$555.00				
1	\$456.00			1	\$456.00
952	\$16,660.00			1029	\$18,007.50
11199	\$235,179.00	5033	\$105,693.00	11450	\$240,450.00
4	\$304.00	3.7	\$281.20	3.7	\$281.20
23	\$2,047.00			23	\$2,047.00
137	\$13,974.00				
701	\$63,090.00	201.5	\$18,135.00	693.6	\$62,424.00
109	\$7,085.00			107	\$6,955.00
11	\$1,100.00	11	\$1,100.00	11	\$1,100.00
1	\$850.00			1	\$850.00
0.46	\$7,360.00	0.03938	\$630.08	0.79938	\$12,630.08
33	\$495.00				
1	\$1,250.00				
46	\$8,970.00	16	\$3,120.00	42	\$8,190.00
3020	\$3,775.00	2450	\$3,062.50	3131	\$3,913.75
2005	\$4,010.00	2645	\$5,290.00	3536	\$7,072.00
1	\$8,895.00				
1.35	\$675.00	0.21	\$105.00	0.43	\$215.00
7411	\$251,974.00	185.33	\$6,301.22	531.13	\$18,058.42
405	\$384.75	65.63	\$62.35	128.6	\$122.17
1.35	\$675.00	0.21	\$105.00	0.43	\$215.00
1.35	\$12,082.50	0.21	\$1,879.50	0.43	\$3,848.50
135	\$580.50				
540	\$2,673.00	84	\$415.80	172.15	\$652.14
5265	\$15,795.00	820.31	\$2,460.93	1686.11	\$5,059.33
15	\$1,935.00	6.56	\$633.12	18.56	\$2,357.12
1318	\$461.30			951	\$332.85
56	\$784.00	221	\$3,094.00	221	\$3,094.00

PARTIAL PAY ESTIMATE 5 - ATTACHMENT A
2024 M&O AND FDR IMPROVEMENTS PROJECT
MUNICIPAL PROJECT NUMBER 4424
 Friday, September 13, 2024

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
113	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.35
114	2582.503	4" DOTTED LINE PAINT	LIN FT	\$0.50
115	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.70
116	2582.518	PAVEMENT MESSAGE	SQ FT	\$8.00
118	2104.601	REPAIR SPRINKLER SYSTEM ALLOWANCE	LUMP SUM	\$50,000.00
CHANGE ORDER 1				
1	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	\$1.67
2	2503.603	CLEAN AND VIDEO TAPE STORM PIPE SEWER	LIN FT	\$3.06
3	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	\$1.53
4		LIGHT POLE RELOCATION	LUMP SUM	\$7,399.35
CHANGE ORDER 3				
1		REMOVE GATE VALVE	LUMP SUM	\$433.13
2		1" COPPER SERVICE INSTALLTION	LUMP SUM	\$6,762.53
3		6" SERVICE LINE EXTENSION	LUMP SUM	\$1,655.60
4		DELLWOOD DRIVE SEWER STRUCTURE UPGRADE	LUMP SUM	\$2,674.43
5		DELLWOOD DRIVE SEWER LINE UPGRADE	LUMP SUM	\$370.48
6		DELLWOOD DRIVE STORM SEWER REDESIGN	LUMP SUM	\$346.50
CHANGE ORDER 4				
1		REPAIR SPRINKER SYSTEM ALLOWANCE	LUMP SUM	\$2,870.00
2		ELMWOOD DRIVE STORM SEWER REPLACEMENT		
		REMOVE CASTING (STORM)	EACH	\$99.00
		REMOVE DRAINAGE STRUCTURE	EACH	\$335.00
		SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$4.00
		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.25
		REMOVE SEWER PIPE (STORM)	LIN FT	\$22.00
		REMOVE CURB AND GUTTER	LIN FT	\$2.95
		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$4.50
		SALVAGE AGGREGATE (CV)	CU YD	\$6.00
		INSTALLED SALVAGED AGGREGATE (CV)	CU YD	\$8.40
		TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	\$77.00
		TYPE SP 12.5 NON-WEARING COURSE MIX (3.B)	TON	\$67.00
		12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$69.10
		CONSTRUCT DRAINAGE STRUCTURE 48-4020	EACH	\$3,990.00
		CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	\$2,154.00
		CONNECT TO EXISTING STORM SEWER	EACH	\$775.00
		INSTALL CASTING (STORM)	EACH	\$1,243.00
		CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$21.00
		MOBILIZATION (KNIFE RIVER)	LUMP SUM	\$2,500.00
		MOBILIZATION (DECHANTAL)	LUMP SUM	\$2,528.00
CHANGE ORDER 5				
1		EDGEWOOD DRIVE CATCH BASIN REHAB	LUMP SUM	\$794.97
2		EDGEWOOD DRIVE ROAD BASE FABRIC	LUMP SUM	\$11,984.42
3		REPAIR SPRINKER SYSTEM ALLOWANCE	LUMP SUM	\$14,511.00

TOTALS:
 AMOUNT RETAINED (5% OF REVISED CONTRACT VALUE)
 PREVIOUS PAYMENTS
 AMOUNT DUE:

COMMERCIAL FULL DEPTH RECLAMATION					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
810	\$283.50			170	\$59.50
58	\$29.00			80	\$30.00
1882	\$1,317.40			1296	\$907.20
45	\$360.00	45	\$360.00	45	\$360.00
0.46	\$23,000.00			0.42	\$21,000.00
737.5	\$1,231.63			737.5	\$1,231.63
4167	\$12,751.02				
4476	\$6,648.28				
1					
1					
1					
1	\$1,655.60			1	\$1,655.60
1	\$2,674.43			1	\$2,674.43
1	\$370.48			1	\$370.48
1	\$346.50			1	\$346.50
1	\$2,870.00			1	\$2,870.00
2	\$198.00				
1	\$335.00				
11	\$44.00				
66	\$148.50				
36	\$792.00				
22	\$64.90				
50	\$225.00				
8.3	\$49.80				
8.3	\$69.72				
6	\$462.00				
6	\$402.00				
36	\$2,467.60				
1	\$3,990.00				
1	\$2,154.00				
2	\$1,550.00				
2	\$2,486.00				
22	\$462.00				
1	\$2,500.00				
1	\$2,528.00				
1	\$794.97	1	\$794.97	1	\$794.97
1	\$11,984.42	1	\$11,984.42	1	\$11,984.42
0.61	\$8,851.71	0.61	\$8,851.71	0.61	\$8,851.71
\$2,007,061.41		\$465,645.78		\$1,475,297.18	
		\$37,695.70		\$100,353.07	
		\$448,150.08		\$890,179.88	
				\$484,764.23	

PARTIAL PAY ESTIMATE 5 - ATTACHMENT A
2024 M&O AND FDR IMPROVEMENTS PROJECT
MUNICIPAL PROJECT NUMBER 4424
Friday, September 13, 2024

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	\$110,000.00	1	\$110,000.00	0.0343	\$3,773.00	1.0243	\$112,673.00
2	2101.502	CLEARING	EACH	\$650.00	1	\$650.00				
3	2101.502	GRUBING	EACH	\$200.00	1	\$200.00				
4	2104.502	REMOVE CASTING (SANITARY)	EACH	\$86.00	77	\$6,622.00	7	\$602.00	75	\$6,450.00
5	2104.502	REMOVE CASTING (STORM)	EACH	\$99.00	46	\$4,554.00	17	\$1,683.00	43	\$4,257.00
6	2104.502	REMOVE CURB STOP BOX	EACH	\$55.00	8	\$440.00			3	\$165.00
7	2104.502	REMOVE CURB STOP & BOX	EACH	\$325.00	1	\$325.00			2	\$650.00
8	2104.502	REMOVE GATE VALVE BOX TOP	EACH	\$62.00	67	\$4,154.00	13	\$806.00	66	\$4,960.00
9	2104.502	REMOVE MAIL BOX SUPPORT	EACH	\$20.00	207	\$4,140.00	196	\$3,920.00	196	\$3,920.00
10	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	\$15.00	97	\$1,455.00	199	\$2,985.00	199	\$2,985.00
11	2104.502	SALVAGE MAIL BOX SUPORT	EACH	\$100.00	2	\$200.00	1	\$100.00	2	\$200.00
12	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$335.00	2	\$670.00			2	\$670.00
13	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	664	\$2,656.00	104	\$416.00	709	\$2,836.00
14	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.25	4931	\$11,094.75	1724	\$3,879.00	3968	\$8,928.00
15	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	\$22.00	83	\$1,826.00			23	\$506.00
16	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$5.00	36	\$180.00			36	\$180.00
17	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	\$95.00	17	\$1,615.00			39	\$3,705.00
18	2104.503	REMOVE CURB & GUTTER	LIN FT	\$2.95	12438	\$36,692.10	5306	\$15,652.70	11859	\$34,984.05
19	2104.504	REMOVE CONCRETE MEDIAN	SO YD	\$11.75	138	\$1,621.50				
20	2104.504	REMOVE CONCRETE PAVEMENT	SO YD	\$8.75	2989	\$26,175.75	428.5	\$2,892.38	1467.5	\$9,905.63
21	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$4.50	6358	\$28,611.00	1063.8	\$4,787.10	5147.6	\$23,164.20
22	2104.601	SALVAGE AGGREGATE (LV)	CU YD	\$6.00	8432	\$50,592.00	3290	\$19,740.00	8432	\$50,592.00
23	2105.604	DITCH EXCAVATION	SQ YD	\$10.50	6570	\$68,985.00			4346	\$45,633.00
24	2105.607	COMMON EXCAVATION	CU YD	\$13.25	5640	\$74,730.00	1832	\$24,274.00	3492.7	\$46,278.28
25	2105.607	COMMON EMBANKMENT	CU YD	\$5.85	2100	\$12,285.00	298	\$1,743.30	380	\$2,223.00
26	2105.607	EXCAVATION SPECIAL	CU YD	\$19.00	1544	\$29,336.00			1544	\$29,336.00
27	2106.609	INSTALL SALVAGED AGGREGATE (CV)	CU YD	\$8.40	4034	\$33,885.60	1748	\$14,683.20	4010	\$33,684.00
28	2112.603	SHOULDER PREPARATION	LIN FT	\$3.20	14935	\$47,792.00	15820	\$50,624.00	15820	\$50,624.00
29	2112.618	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$380.00	128	\$48,640.00	25.6	\$9,984.00	128.7	\$50,193.00
30	2123.510	COMMON LABORERS	HR	\$80.00	41	\$3,280.00	145.86	\$11,668.80	393.34	\$31,487.20
31	2123.610	SKID LOADER	HR	\$150.00	41	\$6,150.00			2	\$300.00
32	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HR	\$165.00	79	\$13,035.00	6.98	\$1,151.70	27.58	\$4,550.70
33	2211.607	AGGREGATE BASE SPECIAL (CV)	CU YD	\$6.10	575	\$3,507.50			708.52	\$4,321.97
34	2215.504	FULL DEPTH RECLAMATION 6"	SQ YD	\$1.30	3340	\$4,342.00			3583	\$4,657.90
35	2215.504	FULL DEPTH RECLAMATION 7"	SQ YD	\$1.45	2765	\$4,009.25			2896	\$4,199.20
36	2215.504	FULL DEPTH RECLAMATION 7.5"	SQ YD	\$1.15	4940	\$5,681.00			4863	\$5,592.45
37	2215.504	FULL DEPTH RECLAMATION 8.5"	SQ YD	\$1.40	27492	\$38,488.80	9288	\$13,003.20	27576	\$38,606.40
38	2215.504	FULL DEPTH RECLAMATION 9.5"	SQ YD	\$1.30	5017	\$6,522.10			5157	\$6,704.10
39	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$33.00	91	\$3,003.00				
40	2232.504	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.40	33095	\$46,333.00			32883.39	\$46,036.75
41	2301.504	CONCRETE PAVEMENT 8"	SQ YD	\$85.00	524	\$44,540.00	30	\$2,550.00	174.1	\$14,798.50
42	2302.518	SPOT FULL DEPTH REPAIR	SQ FT	\$2.50	29188	\$72,970.00			8752	\$21,880.00
43	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (RESIDENTIAL)	SQ YD	\$29.00	3743	\$108,547.00			3420.6	\$99,197.40
44	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (COMMERCIAL)	SQ YD	\$41.00	1504	\$61,664.00			430.1	\$17,634.10
45	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	\$81.00	8868	\$718,308.00	1469	\$118,989.00	6897	\$558,657.00
46	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	\$77.00	5314	\$409,178.00	1052	\$81,004.00	5020.25	\$386,559.25
47	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3.B)	TON	\$67.00	2789	\$186,863.00	1115	\$74,705.00	2733	\$183,111.00
48	2411.502	BITUMINOUS FLUME	EACH	\$350.00	3	\$1,050.00			2	\$700.00
49	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$69.10	8	\$552.80			16	\$1,105.60
50	2503.601	TRACER WIRE SYSTEM (SANITARY)	LUMP SUM	\$180.00	1	\$180.00			1	\$180.00
51	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$775.00	1	\$775.00			2	\$1,550.00
52	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$850.00	3	\$2,550.00			3	\$2,550.00
53	2503.603	8" PIPE SEWER	LIN FT	\$42.20	36	\$1,519.20			36	\$1,519.20
54	2504.502	HYDRANT	EACH	\$6,915.00	3	\$20,745.00			2	\$13,830.00
55	2504.601	WATERMAIN REPLACEMENT NO. 1	LUMP SUM	\$6,435.00	1	\$6,435.00			1.19	\$7,657.65
56	2504.601	WATERMAIN REPLACEMENT NO. 2	LUMP SUM	\$6,435.00	1	\$6,435.00				
57	2504.601	WATERMAIN REPLACEMENT NO. 3	LUMP SUM	\$6,435.00	1	\$6,435.00				
58	2504.601	WATERMAIN REPLACEMENT NO. 4	LUMP SUM	\$6,435.00	1	\$6,435.00				
59	2504.601	WATERMAIN REPLACEMENT NO. 5	LUMP SUM	\$6,435.00	1	\$6,435.00			1.18	\$7,593.30
60	2504.601	WATERMAIN REPLACEMENT NO. 6	LUMP SUM	\$6,279.00	1	\$6,279.00			1.22	\$7,660.38
61	2504.601	WATERMAIN REPLACEMENT NO. 7	LUMP SUM	\$6,279.00	1	\$6,279.00			1.19	\$7,472.01
62	2504.601	WATERMAIN REPLACEMENT NO. 8	LUMP SUM	\$6,435.00	1	\$6,435.00			1.19	\$7,657.65
63	2504.601	WATERMAIN REPLACEMENT NO. 9	LUMP SUM	\$6,866.00	1	\$6,866.00			2.35	\$16,135.10
64	2504.601	WATERMAIN REPLACEMENT NO. 10	LUMP SUM	\$6,435.00	1	\$6,435.00			1.19	\$7,657.65
65	2504.601	WATERMAIN REPLACEMENT NO. 11	LUMP SUM	\$6,435.00	1	\$6,435.00				
66	2504.601	WATERMAIN REPLACEMENT NO. 12	LUMP SUM	\$6,435.00	1	\$6,435.00			1.19	\$7,657.65
67	2504.602	6" GATE VALVE REPLACEMENT	EACH	\$5,525.00	8	\$44,200.00			3.633	\$20,072.33
68	2504.602	ADJUST CURB STOP	EACH	\$265.00	45	\$11,925.00				
69	2504.602	ADJUST GATE VALVE BOX TOP	EACH	\$180.00	12	\$2,160.00				
70	2504.602	INSTALL GATE VALVE BOX TOP	EACH	\$352.00	5	\$1,760.00	1	\$352.00	48	\$16,896.00
71	2504.602	HYDRANT RESTORATION	EACH	\$2,462.50	4	\$9,850.00			5	\$12,312.50
72	2504.602	INSTALL CURB STOP BOX	EACH	\$462.00	9	\$4,158.00			5	\$2,310.00
73	2504.602	VALVE BOX MID SECTION	EACH	\$418.00	35	\$14,630.00	1	\$418.00	28	\$11,704.00
74	2504.602	WATERMAIN EXPLORATORY EXCAVATION	HR	\$475.00	66	\$31,350.00			24.5	\$11,637.50
75	2506.502	CASTING ASSEMBLY (SANITARY 700-7)	EACH	\$1,218.00	77	\$93,786.00			65	\$79,170.00
76	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	EACH	\$1,243.00	42	\$52,206.00	14	\$17,402.00	39	\$48,477.00
77	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-EVSP)	EACH	\$975.00	3	\$2,925.00			2	\$1,950.00
78	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	EACH	\$21,985.00	1	\$21,985.00			1	\$21,985.00
79	2506.503	CONSTRUCT DRAINAGE STRUCTURE 48-4020	LIN FT	\$724.00	5	\$3,620.00			5	\$3,620.00
80	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$1,618.00	44	\$71,192.00	14	\$22,652.00	40	\$64,720.00
81	2506.602	GROUT CATCH BASIN OR MANHOLE	CU YD	\$555.00	1	\$555.00				
82	2506.603	SANITARY MANHOLE EXCESS DEPTH	LIN FT	\$456.00	1	\$456.00			1	\$456.00
83	2521.518	6" CONCRETE WALK	SQ FT	\$17.50	2602	\$45,535.00			1029	\$18,007.50
84	2521.518	3" BITUMINOUS WALK	SQ FT	\$3.75	15935	\$59,756.25	7968	\$29,880.00	7968	\$29,880.00
85	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$50.00	30	\$1,500.00				
86	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$21.00	11458	\$240,618.00	5033	\$105,693.00	11450	\$240,450.00
87	2531.504	4" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$76.00	626	\$47,576.00	3.7	\$281.20	616.1	\$46,823.60
88	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$89.00	57	\$5,073.00			23	\$2,047.00
89	2531.504	CONCRETE MEDIAN	SO YD	\$102.00	137	\$13,974.00				
90	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$60.00	732	\$43,920.00	201.5	\$18,135.00	693.6	\$62,424.00
91	2531.618	TRUNCATED DOMES	SQ FT	\$65.00	309	\$20,085.00			107	\$6,955.00
92	2540.602	MAIL BOX SUPPORT	EACH	\$100.00	212	\$21,200.00	149	\$14,900.00	149	\$14,900.00
93	2550.602	CORE DRILL SANITARY SEWER STRUCTURE	EACH	\$850.00	1	\$850.00			1	\$850.00
94	2563.601	TRAFFIC CONTROL	LUMP SUM	\$16,000.00	1	\$16,000.00	0.24938	\$3,990.08	1.28208	\$20,513.28
95	2564.518	INSTALL SIGN PANELS TYPE C	SQ FT	\$55.00	27	\$1,485.00				
96	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	\$15.00	96	\$1,440.00				
97	2571.502	DECIDUOUS TREE	EACH	\$1,250.00	1	\$1,250.00				
98	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$185.00	53	\$9,705.00	23	\$4,485.00	49	\$9,555.00
99	2573.503	FILTER BERM (TYPE B)	LIN FT	\$4						

PARTIAL PAY ESTIMATE 5 - ATTACHMENT A
2024 M&O AND FDR IMPROVEMENTS PROJECT
MUNICIPAL PROJECT NUMBER 4424
 Friday, September 13, 2024

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
113	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.35	3660	\$1,281.00	2630	\$920.50	2990	\$1,043.00
114	2582.503	4" DOTTED LINE PAINT	LIN FT	\$0.50	58	\$29.00			60	\$30.00
115	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.70	6911	\$4,837.70	3812	\$2,668.40	6480	\$4,536.00
116	2582.518	PAVEMENT MESSAGE	SQ FT	\$8.00	45	\$360.00	45	\$360.00	45	\$360.00
118	2104.601	REPAIR SPRINKLER SYSTEM ALLOWANCE	LUMP SUM	\$50,000.00	1	\$50,000.00			1	\$50,000.00
CHANGE ORDER 1										
1	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	\$1.67	737.5	\$1,231.63			737.5	\$1,231.63
2	2503.603	CLEAN AND VIDEO TAPE STORM PIPE SEWER	LIN FT	\$3.06	5333	\$16,318.98				
3	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	\$1.53	22122	\$33,846.66				
4		LIGHT POLE RELOCATION	LUMP SUM	\$7,399.35	1	\$7,399.35			1	\$7,399.35
CHANGE ORDER 3										
1		REMOVE GATE VALVE	LUMP SUM	\$433.13	1	\$433.13			1	\$433.13
2		1" COPPER SERVICE INSTALLTION	LUMP SUM	\$6,762.53	1	\$6,762.53			1	\$6,762.53
3		6" SERVICE LINE EXTENSION	LUMP SUM	\$1,655.60	1	\$1,655.60			1	\$1,655.60
4		DELLWOOD DRIVE SEWER STRUCTURE UPGRADE	LUMP SUM	\$2,674.43	1	\$2,674.43			1	\$2,674.43
5		DELLWOOD DRIVE SEWER LINE UPGRADE	LUMP SUM	\$370.48	1	\$370.48			1	\$370.48
6		DELLWOOD DRIVE STORM SEWER REDESIGN	LUMP SUM	\$346.50	1	\$346.50			1	\$346.50
CHANGE ORDER 4										
1		REPAIR SPRINKER SYSTEM ALLOWANCE	LUMP SUM	\$2,870.00	1	\$2,870.00			1	\$2,870.00
2		ELMWOOD DRIVE STORM SEWER REPLACEMENT								
		REMOVE CASTING (STORM)	EACH	\$99.00	2	\$198.00				
		REMOVE DRAINAGE STRUCTURE	EACH	\$335.00	1	\$335.00				
		SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	11	\$44.00				
		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.25	66	\$148.50				
		REMOVE SEWER PIPE (STORM)	LIN FT	\$22.00	36	\$792.00				
		REMOVE CURB AND GUTTER	LIN FT	\$2.35	22	\$51.70				
		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$4.50	50	\$225.00				
		SALVAGE AGGREGATE (CV)	CU YD	\$6.00	8.3	\$49.80				
		INSTALLED SALVAGED AGGREGATE (CV)	CU YD	\$8.40	8.3	\$69.72				
		TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	\$77.00	6	\$462.00				
		TYPE SP 12.5 NON-WEARING COURSE MIX (3.B)	TON	\$67.00	6	\$402.00				
		12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$69.10	36	\$2,487.60				
		CONSTRUCT DRAINAGE STRUCTURE 48-4020	EACH	\$3,980.00	1	\$3,980.00				
		CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	\$2,154.00	1	\$2,154.00				
		CONNECT TO EXISTING STORM SEWER	EACH	\$775.00	2	\$1,550.00				
		INSTALL CASTING (STORM)	EACH	\$1,243.00	2	\$2,486.00				
		CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$21.00	22	\$462.00				
		MOBILIZATION (KNIFE RIVER)	LUMP SUM	\$2,500.00	1	\$2,500.00				
		MOBILIZATION (DECHANTAL)	LUMP SUM	\$2,528.00	1	\$2,528.00				
CHANGE ORDER 5										
1		EDGEWOOD DRIVE CATCH BASIN REHAB	LUMP SUM	\$794.97	1	\$794.97	1	\$794.97	1	\$794.97
2		EDGEWOOD DRIVE ROAD BASE FABRIC	LUMP SUM	\$11,984.42	1	\$11,984.42	1	\$11,984.42	1	\$11,984.42
3		REPAIR SPRINKER SYSTEM ALLOWANCE	LUMP SUM	\$14,511.00	1	\$14,511.00	1	\$14,511.00	1	\$14,511.00
TOTALS:						\$3,965,810.70		\$778,645.46		\$3,063,336.24
AMOUNT RETAINED (5% OF REVISED CONTRACT VALUE)								\$1,364.52		\$198,290.53
PREVIOUS PAYMENTS										\$2,067,764.76
AMOUNT DUE:								\$777,280.94		\$777,280.94



ITEM REPORT CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$9,950 for the 2028 Olivewood Drive, Jadewood Drive and Jewelwood Drive Area Improvements Feasibility Report

Approval Required: Simple Majority Vote

BACKGROUND

City staff requested Widseth submit a proposal to prepare a feasibility report for the 2028 Olivewood Drive, Jadewood Drive and Jewelwood Drive Area Improvements project. Proposed improvements include gravity sanitary sewer, water distribution and rural roadway reconstruction in the following project areas:

- Olivewood Drive
- Deerwood Road from Olivewood Drive to 600' east
- Woida Road from 200' west of Jewelwood Drive to Inglewood Drive
- Jewelwood Drive from Jadewood Drive to Woida Road
- Jadewood Drive

The above-referenced improvements are scheduled for completion in 2028 as part of the 2024 – 2033 Capital Improvements Plan. Widseth assisted the City with the original Feasibility Reports, which were completed in September 2006 and 2007.

This Report will combine the projects and build on prior completed work to determine estimated project costs and assessments for the project based on current practice. The Report will be suitable for use in a future Minnesota Chapter 429 assessment project with updates closer to project initialization.

FINANCIAL IMPLICATIONS

Widseth proposes to perform the services outlined in the attached Proposal for the Not to Exceed Amount of \$9,950. Costs for the report will be tracked and rolled into the future project.

STAFF RECOMMENDATIONS

The Utilities Commission and Staff recommends approval of the Widseth Agreement in the amount of \$9,950.

COUNCIL ACTION REQUESTED

MOTION to approve the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$9,950 for the 2028 Olivewood Drive, Jadewood Drive and Jewelwood Drive Area Improvements Feasibility Report

Brainerd/Baxter7804 Industrial Park Road
Baxter MN 56425218.829.5117
Baxter@Widseth.com
Widseth.com

September 24, 2024

Trevor Walter, P.E.
Public Works Director/City Engineer
City of Baxter
Baxter, MN 56425**RE: Proposal for Engineering Services
Feasibility Report – 2028 Olivewood Drive, Jadewood Drive and Jewelwood Drive Improvements
Baxter, Minnesota**

Dear Mr. Walter:

In response to your request, we are pleased to present our Proposal to prepare a Feasibility Report for the 2028 Olivewood Drive, Jadewood Drive and Jewelwood Drive Area Improvements Project. Proposed improvements include installation of gravity sanitary sewer, water distribution and rural roadway reconstruction in the following project areas:

- Olivewood Drive
- Deerwood Road from Olivewood Drive to 600' east
- Woida Road from 200' west of Jewelwood Drive to Inglewood Drive
- Jewelwood Drive from Jadewood Drive to Woida Road
- Jadewood Drive

The above-referenced improvements are scheduled for completion in 2028 as part of the 2024 – 2033 Capital Improvements Plan. Widseth assisted the City with the original Feasibility Reports, which were completed in September 2006 and 2007.

This Report will combine the projects and build on prior completed work to determine estimated project costs and assessments for the project based on current practice. The Report will be suitable for use in a future Minnesota Chapter 429 assessment project with updates closer to project initialization.

Based on our understanding of the project, we offer the following scope of services:

Feasibility Report

Widseth proposes to complete a Feasibility Report meeting the requirements of the Minnesota Chapter 429 assessment process for the project areas described above. Specific items included with this Proposal are:

- Research of existing project records, documents, and reports.
- Proposed sanitary sewer, water distribution and roadway exhibits.
- Estimate project costs and assessments based on the current City assessment policy.
- Prepare a Feasibility Report summarizing the findings of the study.
- Review of preliminary report with City staff, Utilities Commission, and Council.
- Prepare and submit final report based on City review comments.

Widseth proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the **Not to Exceed Amount of \$9,950**. We propose to have the Report completed within 45 days of the Notice to Proceed.

Trevor Walter
September 24, 2024
Feasibility Report – 2028 Olivewood Drive, Jadewood Drive and Jewelwood Drive Improvements

If you agree with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

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

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

Sincerely,



Aric Welch, PE

.....
Proposed by Widseth Smith Nolting and Associates Inc.



Aric Welch, Vice President

Accepted by the City of Baxter: The above Proposal and previously submitted General Provisions of Professional Services Agreement are satisfactory and Widseth is authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

Date

Date

WIDSETH

2024 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$135 / Hour
Level II	\$160 / Hour
Level III	\$185 / Hour
Level IV	\$195 / Hour
Level V	\$205 / Hour
Technician	
Level I	\$ 90 / Hour
Level II	\$115 / Hour
Level III	\$135 / Hour
Level IV	\$150 / Hour
Level V	\$165 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$140 / Hour
Marketing Specialist	\$123 / Hour
Funding Specialist	\$110 / Hour
Administrative Assistant	\$ 82 / Hour
OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%
REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon ^{30 ALW} seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

ALW

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

ALW

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

ALW

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



ITEM REPORT CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$8,500 for the 2030 Welton Road Area Improvements Feasibility Report

Approval Required: Simple Majority Vote

BACKGROUND

City staff requested Widseth submit a proposal to prepare a feasibility report for the 2030 Welton Road Area Improvements Project. Proposed improvements include installation of gravity sanitary sewer, water distribution and rural roadway reconstruction in the following project areas:

- Welton Road from Clearwater Road to 650' north of Ashley Road
- Ashley Road
- Baywood Road
- Black Oak Road
- Springwood Drive

The above-referenced improvements are scheduled for completion in 2030 as part of the 2024 – 2033 Capital Improvements Plan. Widseth assisted the City with the original Feasibility Report, which was completed in September 2007.

This Report will build on prior completed work to determine estimated project costs and assessments for the project based on current practice. The Report will be suitable for use in a future Minnesota Chapter 429 assessment project with updates closer to project initialization.

FINANCIAL IMPLICATIONS

Widseth proposes to perform the services outlined in the attached Proposal for the Not to Exceed Amount of \$8,500. Costs for the report will be tracked and rolled into the future project.

STAFF RECOMMENDATIONS

The Utilities Commission and Staff recommends approval of the Widseth Agreement in the amount of \$8,500.

COUNCIL ACTION REQUESTED

MOTION to approve the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of \$9,950 for the 2030 Welton Road Area Improvements Feasibility Report.

Brainerd/Baxter7804 Industrial Park Road
Baxter MN 56425218.829.5117
Baxter@Widseth.com
Widseth.com

September 24, 2024

Trevor Walter, P.E.
Public Works Director/City Engineer
City of Baxter
Baxter, MN 56425**RE: Proposal for Engineering Services
Feasibility Report – 2030 Welton Road Area Improvements
Baxter, Minnesota**

Dear Mr. Walter:

In response to your request, we are pleased to present our Proposal to prepare a Feasibility Report for the 2030 Welton Road Area Improvements Project. Proposed improvements include installation of gravity sanitary sewer, water distribution and rural roadway reconstruction in the following project areas:

- Welton Road from Clearwater Road to 650' north of Ashley Road
- Ashley Road
- Baywood Road
- Black Oak Road
- Springwood Drive

The above-referenced improvements are scheduled for completion in 2030 as part of the 2024 – 2033 Capital Improvements Plan. Widseth assisted the City with the original Feasibility Report, which was completed in September 2007.

This Report will build on prior completed work to determine estimated project costs and assessments for the project based on current practice. The Report will be suitable for use in a future Minnesota Chapter 429 assessment project with updates closer to project initialization.

Based on our understanding of the project, we offer the following scope of services:

Feasibility Report

Widseth proposes to complete a Feasibility Report meeting the requirements of the Minnesota Chapter 429 assessment process for the project areas described above. Specific items included with this Proposal are:

- Research of existing project records, documents, and reports.
- Proposed sanitary sewer, water distribution and roadway exhibits.
- Estimate project costs and assessments based on the current City assessment policy.
- Prepare a Feasibility Report summarizing the findings of the study.
- Review of preliminary report with City staff, Utilities Commission, and Council.
- Prepare and submit final report based on City review comments.

Widseth proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the **Not to Exceed Amount of \$8,500**. We propose to have the Report completed within 45 days of the Notice to Proceed.


Trevor Walter
September 24, 2024
Feasibility Report – 2030 Welton Road Area Improvements

If you agree with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

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

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

Sincerely,


Aric Welch, PE

.....

Proposed by Widseth Smith Nolting and Associates Inc.



Aric Welch, Vice President

Accepted by the City of Baxter: The above Proposal and previously submitted General Provisions of Professional Services Agreement are satisfactory and Widseth is authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

Date

Date

WIDSETH

2024 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$135 / Hour
Level II	\$160 / Hour
Level III	\$185 / Hour
Level IV	\$195 / Hour
Level V	\$205 / Hour
Technician	
Level I	\$ 90 / Hour
Level II	\$115 / Hour
Level III	\$135 / Hour
Level IV	\$150 / Hour
Level V	\$165 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$140 / Hour
Marketing Specialist	\$123 / Hour
Funding Specialist	\$110 / Hour
Administrative Assistant	\$ 82 / Hour
OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%
REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon ^{30 ALW} seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

ALW

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

ALW

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ALW

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



ITEM REPORT
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Adopt Resolution No. 2024-082 to Enter into the Cooperative Construction Agreement with MnDOT and City of Baxter and Crow Wing County for SP 1805-81

Approval Required: Simple Majority Vote

BACKGROUND

MnDOT will perform grading, bituminous surfacing, ADA improvements, signal, lighting, and TMS construction and other associated construction upon, along, and adjacent to Trunk Highway 210 from 1,400 feet west of Timberwood Drive to 520 feet west of Baxter Drive.

MnDOT is seeking approval from the City on the ‘State of Minnesota Department of Transportation and City of Baxter and Crow Wing County Cooperative Construction Agreement’. According to the agreement, there are no construction cost responsibilities for the City however there will be maintenance responsibilities. The maintenance responsibilities are not changing from what is currently in place, however there will be two additional street lights added to the maintenance requirements.

FINANCIAL IMPLICATIONS

No immediate financial implications. There will be implications associated with the maintenance of the lighting, sidewalk (trail) and signal at CSAH 48. See section 3 of the agreement for “Maintenance by the City”.

STAFF RECOMMENDATIONS

The Utilities Commission and Staff recommend adopting Resolution No. 2024-082 and entering into the agreement with MnDOT and Crow Wing County.

COUNCIL ACTION REQUESTED

MOTION to adopt Resolution 2024-082 to Enter into the Cooperative Construction Agreement with MnDOT and City of Baxter and Crow Wing County for SP 1805-81.

**CITY OF BAXTER
RESOLUTION 2024-082**

RESOLUTION TO ENTER INTO THE COOPERATIVE CONSTRUCTION AGREEMENT WITH MNDOT AND CITY OF BAXTER AND CROW WING COUNTY FOR SP 1805-81

IT IS RESOLVED that the City of Baxter enter into MnDOT Agreement No. 1057243 with the State of Minnesota, Department of Transportation for the following purposes:

To provide City maintenance of the signal system and lighting construction to be performed upon, along, and adjacent to Trunk Highway No. 210 from 1,400 feet west of Timberwood Drive to 520 feet west of Baxter Drive within the corporate City limits under State Aid Project no. 018-648-015 and State Project No. 1805-81 (TH 210=002).

IT IS FURTHER RESOLVED that the Mayor (Darrel Olson) and the Assistant City Administrator/Clerk (Kelly Steele) are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Baxter at an authorized meeting held on the 15th day of October, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this 15th day of October, 2024

Notary Public _____

My Commission Expires _____

CITY OF BAXTER, MINNESOTA

Darrel Olson
Mayor

ATTEST:

Kelly Steele
Assistant City Administrator/Clerk

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF BAXTER
AND
CROW WING COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>1805-81</u>	County Estimated Amount Receivable
Trunk Highway Number (TH):	<u>210=002</u>	<u>\$185,351.11</u>
State Aid Project Number (SAP):	<u>018-648-015</u>	
Federal Project Number (FP):	<u>NHPP 0210(314)</u>	
Lighting System Feed Point:	<u>CITY</u>	
Signal System ID:	<u>1735758</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of Baxter, acting through its City Council ("City"), and Crow Wing County, acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bituminous surfacing, ADA improvements, signal, lighting, and TMS construction and other associated construction upon, along, and adjacent to Trunk Highway No. 210 from 1,400 feet west of Timberwood Drive to 520 feet west of Baxter Drive according to State-prepared plans, specifications, and special provisions designated by the State as State Aid Project No. 018-648-015 and State Project No. 1805-81 (TH 210=002) ("Project"); and
2. The County will participate in the costs of the signal system construction, State Furnished Materials, associated construction engineering, and railroad flagging and preliminary engineering services; and
3. Agreement No. 1055993 between the State and the Burlington Northern Sante Fe (BNSF) Railroad Company will address railroad flagging for the Project; and
4. Agreement No. 1054983 between the State and the Burlington Northern Sante Fe Railroad Company will address railroad preliminary engineering services for the Project; and
5. Agreement No. 1036350 between the State and City will continue to address lighting maintenance and ownership for existing City owned lighting in the Project area. Additional lighting will be constructed on the system as part of this Project. Maintenance and ownership of additional lighting constructed will be addressed in this Agreement; and
6. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
7. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Maintenance by the County; 10. Liability; Worker Compensation Claims; 12. State Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure. The terms and conditions set forth in Article 5. Signal System and EVP System Operation and Maintenance will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Aid Project No. 018-648-015 and State Project No. 1805-81 (TH 210=002) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** The Preliminary Schedule "I" is on file in the office of the County Engineer and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Inspection by the County.** The County participation construction covered under this Agreement will be open to inspection by the County. If the County believes the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the County participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
 - A. The State will make changes in the Project Plans and contract construction, which may include the County participation construction covered under this Agreement and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate County officials of any proposed addenda and change orders to the construction contract that will affect the County participation construction covered under this Agreement.

B. The County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, the State will cause the additional work or plan changes to be made.

2.4. Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. Permits. The City and the County will submit to the State's Utility Engineer an original permit application for all utilities owned by the City and the County to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

2.6. Utility Adjustments. Adjustments to certain City or County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City or the County will furnish the contractor with new units and/or parts for those in place City or County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

3.1. Sidewalks. Maintenance of City sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

3.2. Additional System Lighting. Maintenance and ownership of additional system lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

3.3. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer in Baxter and is incorporated into this Agreement by reference.

4. Maintenance by the County

Upon completion of the Project, the County will provide the following without cost or expense to the State:

4.1. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer in Baxter and is incorporated into this Agreement by reference.

5. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on TH 210 at CSAH 48 (Highland Scenic Drive) and for the Interconnect on TH 210 from Highland Drive to Baxter Drive.

5.1. City Responsibilities

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
 - iv. Clean the Signal System and luminaire mast arm extensions.
 - v. Paint and maintain the cross-street pedestrian crosswalk markings.

5.2. State Responsibilities

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. Battery Backup and Replacement Batteries.** Perform all tasks associated with battery replacement for the battery backup system, which includes battery purchase, installation, and disposal, and maintain the remainder of the battery backup system.
- C. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP System must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when

responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

- iii. Malfunction of the EVP System must be reported to the State immediately.
- iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
- v. All timing of the EVP System will be determined by the State.

5.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

5.4. Related Agreements. This Agreement will supersede and terminate Agreement No. 77489, dated June 19th, 1998, between the parties for the intersection of TH 210 at CSAH 48 (Highland Scenic Drive) and Agreement No. 80363, dated January 24th, 2001, between the parties for the intersection of TH 210 at CSAH 48 (Highland Scenic Drive).

6. Basis of County Cost

6.1. Schedule "I". The Preliminary Schedule "I" includes anticipated County participation construction items, State Furnished Materials lump sum amounts, construction engineering, and railroad flagging and preliminary engineering cost share covered under this Agreement and is based on the engineer's estimated unit prices and said railroad agreements.

6.2. County Participation Construction. The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for Mobilization, Combination Field Laboratory-Office, and Traffic Control.

- A. 33 Percent will be the County's rate of cost participation in all of the signal system construction. The signal system construction is included in the County's 100% cost participation column and is tabulated on Sheet No. 2 of the Preliminary Schedule "I".

6.3. State Furnished Materials. The State will furnish a ATC Cabinet 350, PTZ Camera, Railroad Preemption Equipment, and Fiber ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The County's lump sum share for State Furnished Materials is **\$24,246.78**. The County's cost share for State Furnished Materials will be added to the County's total construction cost share as shown in the Schedule "I".

6.4. Construction Engineering Costs. The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.

6.5. Railroad Flagging and Preliminary Engineering Services Costs. The County will participate in the railroad flagging and preliminary engineering services costs related to signal system construction. The County's estimated cost share will be added to the County's total cost share as shown on the Schedule "I". After the completion of the Project, a final cost will be assessed as described in Article 7.4 of the Agreement.

6.6. Plan Changes, Additional Construction, Etc. The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.

The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 6.7. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. County Cost and Payment by the County

- 7.1. County Cost. \$185,351.11** is the County's estimated share of the costs of the contract construction, State Furnished Materials, construction engineering, and railroad flagging and preliminary engineering services cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices, estimated railroad flagging and preliminary engineering services, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 7.2. Conditions of Payment.** The County will pay the State the County's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I".
 - B.** The County's receipt of a written request from the State for the advancement of funds.
- 7.3. Acceptance of the County's Cost and Completed Construction.** The computation by the State of the amount due from the County will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.
- 7.4. Final Payment by the County.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities, and include all County participation construction items, the construction engineering cost share, and railroad flagging and preliminary engineering services costs covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
Telephone: (651) 366-4634
Email: malaki.ruranika@state.mn.us

8.2. The City's Authorized Representative will be:

Name, Title: Trevor Walter, City Engineer (or successor)
Address: 13190 Memorywood Drive, Baxter, MN 56425
Telephone: (218) 454-5110
Email: twalter@baxtermn.gov

8.3. The County's Authorized Representative will be:

Name, Title: Tim Bray, County Engineer (or successor)
Address: 16589 County Road 142, Brainerd, MN 56407
Telephone: (218) 824-1110
Email: tim.bray@crowwing.gov

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City or the County from contracting with a third-party to perform City or County maintenance responsibilities covered under this Agreement.
- 9.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims

- 10.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County.
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

The City, County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City, the County, or the State.

14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination; Suspension

15.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

15.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City and the County.

15.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

16. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

(The remainder of this page has been intentionally left blank.)

CITY OF BAXTER

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CROW WING COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"
Agreement No. 1057243
Crow Wing County

SP 1805-81 (TH 210=002) Preliminary: August 27, 2024
 SAP 018-648-015
 FP NHPP 0210(314)

grading, bituminous surfacing, ADA improvements, signal, lighting, and TMS construction to start approximately May 2025 under
 State Contract No. ____ with ____
 located on Trunk Highway No. 210 from 1,400 feet west of Timberwood Drive to 520 feet west of Baxter Drive

COUNTY COST PARTICIPATION	
SAP 018-648-015 Signal System Work Items From Sheet No. 2	133,506.06
State Furnished Materials From Sheet No. 2	24,246.78
Subtotal	\$157,752.84
Construction Engineering (8%)	12,620.23
Total County Construction and Construction Engineering Cost	\$170,373.07
(1) Railroad Flagging and Preliminary Engineering Costs From Sheet No. 2	14,978.04
(2) Total County Cost	\$185,351.11

- (1) County railroad flagging and preliminary engineering costs will be as described in Article 6.4 of the Agreement (estimated amount)
- (2) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)

ITEM NUMBER	SAP 018-648-015 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.03	160,000.00	4,800.00
2031.502	COMBINATION FIELD LABORATORY-OFFICE	EACH	0.03	23,000.00	690.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	50,000.00	1,500.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	0.33	8,704.00	2,872.32
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	0.33	374,678.00	123,643.74
				TOTAL	\$133,506.06
		(1) 100% COUNTY COST	\$133,506.06		

(2) 67% STATE, 33% COUNTY

ITEM NUMBER	SP 1805-81 AND SAP 018-648-015 STATE FURNISHED MATERIALS AND RAILROAD FLAGGING	UNIT	QUANTITY	UNIT PRICE	COST (2)
	ATC CABINET 350	EACH	1.00	56,880.44	56,880.44
	PTZ CAMERA	EACH	1.00	9,867.84	9,867.84
	RAILROAD PREEMPTION EQUIPMENT	EACH	1.00	5,481.44	5,481.44
	FIBER	EACH	1.00	1,245.38	1,245.38
				TOTAL	\$73,475.10
		(2) 67% STATE COST	\$49,228.32		
		33% COUNTY COST	\$24,246.78		
<i>***RAILROAD FLAGGING COST SPLITS FOR SIGNAL SYSTEM CONSTRUCTION***</i>					
	RAILROAD FLAGGING COSTS	DAY	7.00	2,000.00	14,000.00
	PRELIMINARY ENGINEERING SERVICES	LUMP SUM	1.00	31,388.00	31,388.00
				TOTAL	\$45,388.00
		67% STATE COST	\$30,409.96		
		33% COUNTY COST	\$14,978.04		

CITY OF BAXTER

RESOLUTION

IT IS RESOLVED that the City of Baxter enter into MnDOT Agreement No. 1057243 with the State of Minnesota, Department of Transportation for the following purposes:

To provide City maintenance of the signal system and lighting construction to be performed upon, along, and adjacent to Trunk Highway No. 210 from 1,400 feet west of Timberwood Drive to 520 feet west of Baxter Drive within the corporate City limits under State Aid Project No. 018-648-015 and State Project No. 1805-81 (TH 210=002).

IT IS FURTHER RESOLVED that the Mayor and the _____ (Title) are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Baxter at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2024

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

CROW WING COUNTY

RESOLUTION

IT IS RESOLVED that Crow Wing County enter into MnDOT Agreement No. 1057243 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the signal system and State Furnished Materials construction, railroad flagging and preliminary engineering services, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 210 from 1,400 feet west of Timberwood Drive to 520 feet west of Baxter Drive under State Aid Project No. 018-648-015 and State Project No. 1805-81 (TH 210=002).

IT IS FURTHER RESOLVED that the _____
(Title)

and the _____
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Crow Wing County at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2024

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Trade-ins of 2005 Toro 3500-D Groundmaster and 2003 John Deere 1445 Mowers and Purchase of the 2023 John Deere Z950M Mower from Midwest Machinery Co.

Approval Required: Simple Majority Vote

BACKGROUND

The Parks and Trails Division of the Public Works Department needs to add another 60" wide mower due to the expansion of the parks and trails system over the past several years. City staff's plan is to trade in two mowers that we don't use for a mower that we would use at no cost to the City. This would also free up space in the cold storage building, space that is at a premium at this time.

The City has a 2005 Toro 3500-D Groundmaster mower that staff does not use. It's a golf course greens mower and was originally purchased when the parks and trails system was smaller and there was more time to cut and stripe the fields for regional tournaments for recreation baseball. The City has not had regional tournaments in many years; therefore, it do not get used very often.

The City also has a 2003 John Deere 1445 mower with a 72" deck that was originally purchased to mow trail boulevards and open areas before the City standardized most boulevards to be 60" wide. Staff has had constant overheating problems with this mower that mechanics can't seem to fix.

FINANCIAL IMPLICATIONS

The trade allowance for the 2005 Toro 3500-D Groundmaster is \$8,000.00, and 2003 John Deere 1445 is \$5,325.25 for a total of \$13,325.25. The cost of the new 2023 John Deere Z950M is \$13,325.25. I did not solicit a second quote due to not finding a store that would take in trades and have a lesser cost of a new mower such as the "hold over model" that Midwest Machinery Co. provided.

Trading in equipment gives staff a guaranteed value for the mowers, especially the 2003 John Deere 1445 that has had overheating issues. If staff sells items like this at an auction such as MnBid, there is no guaranteed value and the cost of staff time to participate in the auction and the fees that MnBid charges, costs the City an estimated \$1,032.00 (2003 John Deere 1445) and \$1,192.00 (2005 Toro 3500 D Groundmaster) for the current trade-in values of these items. Staff would be trading two mowers that we no longer have a use for to obtain a piece of equipment that is needed for no additional cost to the City.

STAFF RECOMMENDATIONS

Staff recommends approval of the trade-ins of the 2005 Toro 3500-D Groundmaster and 2003 John Deere 1445 Mowers and purchase of the 2023 John Deere Z950M Mower from Midwest Machinery Co.

COUNCIL ACTION REQUESTED

MOTION to approve the trade-ins of the 2005 Toro 3500-D Groundmaster and 2003 John Deere 1445 Mowers and purchase of the 2023 John Deere Z950M Mower from Midwest Machinery Co.



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Adopt Resolutions 2024-085 & 2024-086 Approving the Reassessment of PID 40070529 and a Compromise Agreement / Settlement Stipulation between Baxter PS 2016 LLC and the City related to the 2024 Mill & Overlay and Full Depth Reclamation and Reconstruction Improvements Project, Municipal Project Number 4424

Approval Required: Simple Majority Vote

BACKGROUND

On May 7, 2024, the City levied a special assessment against PID 40070529 ("Property") owned by Baxter PS 2016, LLC for the City's 2024 Mill & Overlay and Fully Depth Reclamation and Reconstruction Improvements Project, Municipal Project No. 4424. The special assessment amount levied against the Property is \$172,381.63, comprised of an assessed amount of \$164,856.93 plus \$7,524.70 in interest. The Property Owner appealed the May 7, 2024, special assessment by filing a special assessment appeal action as Crow Wing County District Court File No. 18-CV-24-1982.

The Property Owner and the City have reached a resolution on a reassessment of the Property in the amount of \$125,000. The City's attorney prepared a Compromise Agreement intended to resolve the assessment appeal which has been approved by the Property Owner.

City Council is requested to approve the Compromise Agreement resolving the Property Owner's special assessment appeal in District Court and approve and adopt a reassessment of the Property in the amount of \$125,000 plus interest.

FINANCIAL IMPLICATIONS

The tentative settlement amount for the assessment is \$125,000. This is a \$39,856.93 reduction in the levied special assessment amount from May 7, 2024. To the extent necessary, other city funding sources, including a higher debt service levy in the future, will be utilized to cover the difference.

STAFF RECOMMENDATIONS

Staff recommends the approval of the Resolution for Reassessment of PID 40070529 and Resolution Approving the Compromise Agreement between the City and Baxter PS 2016, LLC.

COUNCIL ACTION REQUESTED

Adopt Resolutions 2024-085 & 2024-086 approving the reassessment of PID 40070529 and a compromise agreement / settlement stipulation between Baxter PS 2016 LLC and the City related to the 2024 Mill & Overlay and Full Depth Reclamation and Reconstruction Improvements Project, Municipal Project Number 4424.

**COMPROMISE AGREEMENT
PURSUANT TO MINNESOTA RULES OF EVIDENCE, RULE 408,
FOR THE DISMISSAL OF ASSESSMENT APPEAL**

THIS COMPROMISE AGREEMENT (“Agreement”) is entered into and effective as of the ___ day of _____, 2024 (“Agreement Date”), by and between the City of Baxter, a Minnesota municipal corporation (the “City”), and Baxter PS 2016, LLC, a Minnesota limited liability company (the “Property Owner”).

WITNESSETH:

WHEREAS, the Property Owner owns a parcel of real property in the City, identified on the attached Exhibit A (the “Property”); and

WHEREAS, the City authorized roadway improvements on Forthun Road and Elmwood Drive as part of the City’s 2024 Mill & Overlay and Full Depth Reclamation and Reconstruction Improvements Project, Municipal Project No. 4424 (the “Project”); and

WHEREAS, on May 7, 2024 the City approved Resolution No. 2024-041, and levied a special assessment against the Property pursuant to Minnesota Statutes Chapter 429; and

WHEREAS, the special assessment amount levied against the Property is \$172,381.63, comprised of an assessed amount of \$164,856.93 plus \$7,524.70 in interest, identified as the Assessment Levy Amount; and

WHEREAS, the Property Owner appealed the City’s special assessment levied against the Property for the Project improvements by filing the present special assessment appeal action in Crow Wing County District Court, Court File No. 18-CV-24-1982 (“Appeal”); and

WHEREAS, this Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner’s Appeal; and

WHEREAS, the Property Owner represents and agrees that the filing of the Appeal are the only claims the Property Owner has related to the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE 1
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner’s Appeal.

Section 1.02 Cooperation. The City and Property Owner will cooperate and use their best efforts to ensure the most expeditious implementation of the various terms of this Agreement.

Section 1.03 Term. The term of this Agreement will start on the Agreement Date and will survive the dismissal of the Appeal.

Section 1.04 Recitals. The above recitals are true as of the Agreement Date and constitute a part of this Agreement.

ARTICLE 2
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings in this Agreement will be expressly indicated below, unless the context of this Agreement requires otherwise:

- a) Agreement. This Agreement is to memorialize the covenants and agreements between the City and Property Owner regarding the dispute between the parties arising from the Project and the Property Owner’s Appeal.
- b) Agreement Date. The date written in the first paragraph of the Agreement.
- c) Assessment Levy Amount. The amount of the City’s original assessment levy against the Property for the Project improvements as identified in the Recitals as the Assessment Levy Amount.
- d) City. The City of Baxter, a Minnesota municipal corporation.
- e) City Attorney. Greta L. Bjerkness of LeVander, Gillen & Miller, P.A., 1305 Corporate Center Drive, Suite 300, Eagan, MN 55121.
- f) Project. The City’s 2024 Mill & Overlay and Full Depth Reclamation and Reconstruction Improvements Project, Municipal Project No. 4424.
- g) Property. The parcel of real property in the City of Baxter identified on the attached Exhibit A.
- h) Property Owner. Baxter PS 2016, LLC, a Minnesota limited liability company, owner of the Property.
- i) Property Owner’s Attorney. James A. Yarosh of Siegel Brill, P.A., 100 Washington Ave. S., Suite 1300, Minneapolis, MN 55401
- j) Settlement Stipulation. The Settlement Stipulation, Order and Judgment providing for the dismissal of Crow Wing County District Court File No. 18-CV-24-1982 with prejudice and without costs or attorneys’ fees to either party.

ARTICLE 3
COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the City. The City covenants and agrees with the Property Owner that:

- a) City Execution of This Agreement. In consideration of this Agreement, the City agrees to execute this Agreement and implement its terms as they relate to the Property.
- b) City Reduction of Property Assessment Principal Balance. On May 7, 2024, the City passed Resolution No. 2024-041 which approved the Assessment Levy Amount against the Property for the Project improvements. The City agrees that the City shall reduce the Assessment Levy Amount against the Property to a total amount of \$125,000.00 (“Adjusted Assessment Amount”). This assessment principal reduction shall be made by the City certifying the revised, reduced assessment to Crow Wing County by November 30, 2024. The Adjusted Assessment Amount shall be billed and paid for as provided by the provisions in Minnesota Statutes Chapter 429 through payments on the property tax statements on the Property as referenced above.
- c) Settlement Stipulation. The City agrees that the City Attorney will execute a copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit B. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall proceed with the filing of the executed Settlement Stipulation, Order and Judgment with the Crow Wing County District Court.

Section 3.02 Covenants and Agreements of the Property Owner. Property Owner agrees with the City that:

- a) Title and Agreement Execution and Processing. Property Owner warrants that Property Owner has the authority to enter into this Agreement and Property Owner agrees to execute this Agreement and deliver said executed copy to the City Attorney for the City’s processing thereof pursuant to Section 3.01 above.
- b) Property Owner Execution of Settlement Stipulation, Order and Judgment Pleading. In consideration of this Agreement, the Property Owner hereby agrees that the Property Owner’s Attorney will execute the Settlement Stipulation, Order and Judgment, attached hereto as Exhibit B, contemporaneously with this Agreement and deliver the executed copy to the City Attorney for the City’s processing thereof pursuant to Section 3.01 above.
- c) Property Owner Payment of Assessment Principal Reduction Amount. Property Owner hereby agrees to pay the Adjusted Assessment Amount of \$125,000 and any accrued interest based upon the Adjusted Assessment Amount for the Property as

certified by the City pursuant to this Agreement. City Resolution No. 2024-041 approved the Assessment Levy Amount against the Property with interest accruing from May 7, 2024, at a rate of 7%. Property Owner acknowledges and agrees that the benefit of the City’s certification of the Adjusted Assessment Amount shall be first reflected in the reduced assessment principal and accrued interest calculated by Crow Wing County and collected with the payable 2025 property taxes.

- d) Assessment Waiver. Property Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, §429.071 and § 429.081 for the special assessment against the Property up to the Adjusted Assessment Amount of \$125,000.00. The Property Owner also hereby waives any and all procedural and substantive objections to the City’s special assessment of the Property for Project improvements pursuant to City Resolution No. 2024-041 and subsequent resolution for reassessment, including, but not limited to, notice and hearing requirements and any claim that any or all of the Adjusted Assessment Amount of \$125,000.00 and all accrued interest as certified by the City exceeds the benefit to the Property for the Project.

ARTICLE 4
GENERAL PROVISIONS

Section 4.01 Non-Assignability. Neither party hereto shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 4.02 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 4.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04 Amendments and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 4.05 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) or other similar electronic form of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

Section 4.06 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 4.07 Applicable Law. This Agreement will be governed by and construed under the laws of the State of Minnesota.

Section 4.08 Captions. The captions and the headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any provision or section of this Agreement.

Section 4.09 Release. The City and the Property Owner, their representatives, officers, directors, employees, agents, partners, principals, successors, subrogees, and assigns, completely and irrevocably release each other from all claims, known or unknown, that they asserted or could have asserted in Crow Wing County District Court File No. 18-CV-24-1982.

Section 4.10 Legal Representation. The City and the Property Owner acknowledge that each has been represented in this appeal and in negotiations for this Agreement by counsel of their choice, that each has read this Agreement and had it explained by counsel, that each understands that it is aware of the contents and legal effect, and that each is voluntarily entering into this Agreement.

Section 4.11 Compromise Agreement. The City and the Property Owner agree that this Agreement is a compromise agreement under Minnesota Rules of Evidence Rule 408. Evidence of conduct or statements made during the compromise negotiations is not admissible evidence. The execution of this Agreement will not be deemed or construed as an admission of liability or fault by the City or the Property Owner. This Agreement is entered by The City and the Property Owner to avoid further litigation, expense, disruption, and delay.

IN WITNESS WHEREOF, the City and the Property Owner have executed this Agreement by its duly authorized representatives.

CITY OF BAXTER

By: _____
Darrel Olson
Mayor

ATTEST:

By: _____
Kelly Steele
Assistant City Administrator/City Clerk

BAXTER PS 2016, LLC

By: Jeff Lin

Its: Partner

Date: 10-1-24

EXHIBIT A

Baxter PS 2016, LLC owns real property in the City of Baxter, parcel identification number 40070529, referred to as the “Property” and legally described as follows:

Lot 1, Block 1, Elmwood Addition

EXHIBIT B

STATE OF MINNESOTA
COUNTY OF CROW WING

DISTRICT COURT
NINTH JUDICIAL DISTRICT
COURT FILE NO. 18-CV-24-1982
Case Type: Civil Other/Misc.
Judicial Officer: Patricia A. Aanes

Baxter PS 2016, LLC,

Appellant,

v.

City of Baxter,

Respondent.

**STIPULATION FOR DISMISSAL
WITH PREJUDICE, AND
ORDER AND JUDGMENT**

WHEREAS, Appellant and Respondent have resolved this special assessment appeal pursuant to a separate agreement.

WHEREAS, Appellant and Respondent desire to have the above-entitled action dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEY FOR APPELLANT

Dated: _____

By: _____

James A. Yarosh, No. 0241854
Siegel Brill, P.A.
100 Washington Ave. S., Suite 1300
Minneapolis, MN 55401
(612) 337-6100
jimyarosh@siegelbrill.com

ATTORNEYS FOR RESPONDENT

Dated: _____

By: _____

Greta L. Bjerkness, No. 0390575
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831
gberkness@levander.com

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2024.

BY THE COURT:

Judge Patricia A. Aanes
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2024.

COURT ADMINISTRATOR:

By: _____

Its: _____

**CITY OF BAXTER, MINNESOTA
RESOLUTION NO. 2024-085**

A RESOLUTION APPROVING A COMPROMISE AGREEMENT AND A SETTLEMENT STIPULATION BETWEEN BAXTER PS 2016, LLC AND THE CITY OF BAXTER RELATING TO THE 2024 MILL & OVERLAY AND FULL DEPTH RECLAMATION AND RECONSTRUCTION IMPROVEMENTS PROJECT, MUNICIPAL PROJECT NO. 4424

WHEREAS, Baxter PS 2016, LLC (the “Property Owner”) owns a parcel of real property in the City of Baxter, identified by parcel identification number 40070529 (the “Property”); and

WHEREAS, on May 7, 2024, the City levied a special assessment against the Property owned by the Property Owner for the City’s 2024 Mill & Overlay and Fully Depth Reclamation and Reconstruction Improvements Project, Municipal Project No. 4424, payable in equal installments extending over a period of 12 years beginning in 2024 and bearing interest at the rate of seven percent (7%) per year; and

WHEREAS, the special assessment amount levied against the Property in the amount of \$172,381.63, comprised of an assessed amount of \$164,856.93 plus \$7,524.70 in interest, identified as the Assessment Levy Amount; and

WHEREAS, the Property Owner appealed the May 7, 2024, special assessment by filing a special assessment appeal action as Crow Wing County District Court File No. 18-CV-24-1982; and

WHEREAS, the Property Owner and the City have prepared a proposed Compromise Agreement intended to resolve the assessment appeal filed as Crow Wing County District Court File No. 18-CV-24-1982; and

WHEREAS, the salient terms of the Compromise Agreement between Property Owner and the City are as follows:

- The City agrees to reduce the Assessment Levy Amount against the Property to a total amount of \$125,000.00 plus any accrued interest due and payable.
- The Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner’s filing of Crow Wing County District Court File No. 18-CV-24-1982.

NOW, THEREFORE, be it resolved by the City Council of the City of Baxter, as follows:

1. The Council hereby approves the attached Compromise Agreement Pursuant to Minnesota Rules of Evidence Rule 408, for Dismissal of Assessment Appeal.

2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal in Crow Wing County District Court File No. 18-CV-24-1982.
3. The Mayor and City Clerk are authorized to execute the Compromise Agreement.
4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment.
5. The City Clerk, Finance Director and City Attorney are authorized to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal in Crow Wing County District Court File No. 18-CV-24-1982.

Enacted by the City Council of the City of Baxter, Minnesota this 15th day of October, 2024.

CITY OF BAXTER

Darrel Olson
Mayor

ATTEST:

Kelly Steele
Assistant City Administrator/City Clerk

**CITY OF BAXTER, MINNESOTA
RESOLUTION NO. 2024-086**

**A RESOLUTION AUTHORIZING THE CITY OF BAXTER
TO ADOPT A REASSESSMENT OF CERTAIN PROPERTY
FOR THE 2024 MILL & OVERLAY AND FULL DEPTH RECLAMATION AND
RECONSTRUCTION IMPROVEMENTS PROJECT, MUNICIPAL PROJECT NO. 4424**

WHEREAS, the City of Baxter (the “City”) authorized roadway improvements on Forthun Road and Elmwood Drive as part of the City’s 2024 Mill & Overlay and Full Depth Reclamation and Reconstruction Improvements Project, Municipal Project No. 4424 (the “Project”); and

WHEREAS, Baxter PS 2016, LLC (the “Property Owner”) owns a parcel of real property in the City, identified by parcel identification number 40070529 (the “Property”); and

WHEREAS, on May 7, 2024, by Resolution No. 2024-041, the City levied a special assessment against the Property in the amount of \$172,381.63, comprised of an assessed amount of \$164,856.93 plus \$7,524.70 in interest for Project improvements; and

WHEREAS, the Property Owner objected to the special assessment levied against the Property for the Project improvements and commenced a special assessment appeal action as Crow Wing County District Court File No. 18-CV-24-1982; and

WHEREAS, the City and Property Owner have entered into an agreement to compromise and settle the special assessment appeal filed as Crow Wing County District Court File No. 18-CV-24-1982 (“Settlement Agreement”); and

WHEREAS, under Minn. Stat. § 429.071, subdivision 2, the City Council may reassess the Property upon the advice of the City Attorney in settlement of a special assessment appeal; and

WHEREAS, in the Settlement Agreement the City and the Property Owner agree that the Property shall be reassessed in the amount of \$125,000.00 as of October 15, 2024 (“Reassessment”); and

WHEREAS, the Property Owner has waived all rights to notices, hearings, and appeals with respect to the Reassessment.

NOW, THEREFORE, be it resolved that the City Council of the City of Baxter does hereby authorize:

1. The City Council hereby reassesses the Property in the amount of \$125,000.00 pursuant to Minn. Stat. §429.071, subdivision 2, and the Settlement Agreement.
2. Such reassessment shall be payable in equal annual installments extending over a period of 12 years and will bear interest at the rate of 7% per annum from May 7, 2024,

the date of the adoption of the original assessment resolution. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

- 3. The Property Owner may, at any time, pay to the City the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
- 4. The City Clerk shall forthwith transmit a certified copy of this reassessment to the County Auditor to be extended on the property tax lists of the County. Such reassessment shall be collected and paid over in the same manner as other municipal taxes.

Enacted by the City Council of the City of Baxter, Minnesota this 15th day of October, 2024.

CITY OF BAXTER

Darrel Olson
Mayor

ATTEST:

Kelly Steele
Assistant City Administrator/City Clerk



**REQUEST FOR ACTION
 CITY COUNCIL**

Agenda Date: 10/15/2024
 Agenda Section: Consent Agenda

Department Origination: Community Development

Agenda Item: Accept Planning Zoning Commission Minutes from October 8, 2024

Approval Required: Simple Majority Vote

BACKGROUND

N/A

FINANCIAL IMPLICATIONS

N/A

STAFF RECOMMENDATIONS

Accept Planning Zoning Commission Minutes from October 8, 2024.

COUNCIL ACTION REQUESTED

Accept Planning Zoning Commission Minutes from October 8, 2024.



PLANNING AND ZONING COMMISSION MEETING MINUTES

Tuesday, October 08, 2024 at 6:00 PM

Baxter City Hall, 13190 Memorywood Drive, Baxter, MN

"A Growing Community"

CALL TO ORDER

The regular meeting of the Baxter Planning and Zoning Commission was called to order at 6:00 pm by Chair Hiltner.

ROLL CALL

MEMBERS PRESENT: Chair Chuck Hiltner, Commissioners Howie Oswald, Gwen Carleton and Larry Kellerman

MEMBERS ABSENT: Council Liaison/Mayor Darrel Olson

STAFF PRESENT: CD Director Josh Doty and Planner Matthew Gindele

OTHERS: Steve Jones, John Vanmoer, Anne Larchil, Rob Seymour, Kent O’Grady, Matt Delaney

MINUTES

1. Approve Planning & Zoning Commission Meeting Minutes from September 10, 2024

MOTION by Commissioner Carleton, seconded by Commissioner Kellerman to approve the Planning and Zoning Minutes from the September 10, 2024. Motion carried unanimously.

Chair Hiltner stated that this Commission is a recommending body, and that final approval/denial is taken with the City Council on October 15, 2024.

COMMENTS AND QUESTIONS

OLD BUSINESS

None

NEW BUSINESS

2. **PUBLIC HEARING. Ordinance Text Amendment** to Title 10, Chapter 3 “Zoning Districts” of the City Code to allow columbariums accessory to a religious institution as a conditional use in the zoning districts that allow religious institutions, and a Conditional Use Permit to allow a columbarium for property located at 6190 Fairview Road (City file 24-35).

Chair Hiltner asked for the staff report. Planner Gindele indicated the applicant has requested a zoning ordinance amendment to allow “columbariums” accessory to a religious institution as a conditional use in all districts that allow religious institutions. Under the proposed amendment, a definition of “columbarium” would also be added to the definitions chapter of the zoning ordinance.

The applicant is also requesting a conditional use permit to allow a columbarium at Lord of Life Church located at 6190 Fairview Road.

Planner Gindele reviewed the location of the columbarium on an aerial with the Commission.

Planner Gindele stated the applicant is requesting approval of a conditional use permit to allow a columbarium at Lord of Life Church located at 6190 Fairview Road. The proposed columbarium would be 8' 2-1/4" long by 3' 4-3/7" wide and 5' 6" tall. It would include 48 niches which can hold up to 2 urns each. It is proposed to be located in a side yard on a corner lot between the church and Knollwood Drive but is located over 100 feet from the street. The columbarium would set on a concrete pad with frost-depth footings and would include a patio around it with two benches on opposite sides of the columbarium. A short wall is also proposed on the west side of the patio between the Knollwood Drive and the columbarium that would provide some screening and could be used for sitting. If approved, the ordinance would require the following for placement of a columbarium:

- A. Columbaria shall be screened from adjoining residential properties.
- B. All portions of the use shall meet the minimum district setback requirements for principal structures.
- C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

Planner Gindele reviewed the findings in the staff report with the Commission.

Staff recommends approval of the ordinance amendment and the conditional use permit, subject to the draft resolutions and the draft ordinance.

Commissioner Carleton asked what the approval process would be if the church wanted to expand the columbarium. City Planner Gindele stated that they would need to come back to the Planning Commission to amend their CUP. Carleton asked if they had plans for expansion. Staff stated that the applicant will have to address this question.

Chair Hiltner asked if the same State regulations for cemeteries applied for columbaria; Community Development Director Josh Doty stated that he checked to see what State regulations there were for columbaria but found none.

Chair Hiltner asked how tall the short wall on the west side of the columbarium was going to be and whether it was intended for screening. Steve Jones, representing Lord of Life Church, approached the Commission and stated that the wall was no longer in the plans at this time but that shrubs would be planted around the area. Chair Hiltner stated that the proposed ordinance language didn't specify the amount of screening required and asked if it was expected to be fully screened. City Planner Gindele stated that screening requirements are covered under separate section within the zoning ordinance. Community Development Director Doty added that the ordinance doesn't typically distinguish between "full screening" or "partial screening" unless the intent is to make clear within the ordinance that full screening is required. For columbariums, staff simply wanted to have a screening requirement to adjoining residential properties due to the potential for funeral services to be held at the columbarium which could be disruptive to a residence. Staff can then evaluate the level of screening needed based on circumstances specific to the site during review of the CUP application. Chair Hiltner asked what way the columbarium would be facing. Steve Jones stated that it would be oriented east/west so that the niches would face north/south; the only thing seen from

the road would be a piece of granite 5.5 feet tall, 4 feet wide. Chair Hiltner asked if the church has its own cemetery separate from the columbarium. Mr. Jones stated that the church does not have a cemetery.

Community Development Director brought up the previously asked question about whether the church had plans to expand the columbarium. Mr. Jones stated they had no plans to expand at this time but that they might in the future.

Chair Hiltner asked if the columbarium was only open to members of the church. Mr. Jones confirmed that it would only be open to members of the church and their immediate family members.

Chair Hiltner opened the public hearing.

Rob Seymore (6232 Fairview Drive) approached the Commission and stated that he lives on the adjoining property to the east of the church. He stated that he has no concerns with what the church is proposing but that if the columbarium was planned on the east side of the church that might be problematic for him since that would be right up against his property. He asked for confirmation that if the church wanted to move or expand the columbarium that there would be another public meeting to provide comment at. CD Director Doty confirmed that was the case.

Chair Hiltner closed the public hearing.

MOTION by Commissioner Kellerman, seconded by Commissioner Carleton to approve the ordinance text amendment to Title 10, Chapter 3 "Zoning Districts" of the City Code to allow columbariums accessory to a religious institution as a conditional use in the zoning districts that allow religious institutions. Motion carried unanimously.

MOTION by Commissioner Kellerman, seconded by Commissioner Carleton to approve the Conditional Use Permit to allow a columbarium for property located at 6190 Fairview Road. Motion carried unanimously.

3. **PUBLIC HEARING.** Planned Unit Development General and Final Plan to allow a redevelopment of the former Camping World property located at 14275 Edgewood Drive (legally described as Lot 1, Block 1, Third Addition to Baxter Wal-Mart Subdivision, Crow Wing County, Minnesota (City file 24-36) **(THIS ITEM IS TO BE TABLED TO THE NOVEMBER 12, 2024 PLANNING COMMISSION MEETING AT THE REQUEST OF THE APPLICANT)**

Community Development Director Doty stated that the applicant has requested to table this item until the November Planning Commission meeting to allow for time to complete a traffic study.

Chair Hiltner opened the public hearing.

MOTION by Commissioner Carleton, seconded by Commissioner Oswald to table the Planned Unit Development General and Final Plan. Motion carried unanimously.

UPDATES

ADJOURN

MOTION by Commissioner Oswald, seconded by Commissioner Kellerman to adjourn the meeting at 6:44 p.m. Motion unanimously approved.

Approved by:

Submitted By:

Chuck Hiltner
Chair

Shanna Newman
CD Administrative Assistant



REQUEST FOR ACTION
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Community Development

Agenda Item: Accept Donation from the Greater Lakes Association of Realtors for a Community Entrance Kiosk Map on Paris Road

Approval Required: Simple Majority Vote

BACKGROUND

The City of Baxter is requesting acceptance of a donation from the Greater Lakes Association of Realtors for a Community Entrance Kiosk map. In 2020, the City received a Place-Making Grant through the Greater Lakes Association of Realtors to expand the community entrance project on Paris Road with the addition of a kiosk and a bench. After installation of the kiosk, the city developed and posted a map for the kiosk that provides helpful information to those using the trail system. The city learned that the map printing from the city plotter faded over time due to the sunlight in the kiosk and became difficult to read. The donation would allow the map to be professionally printed in a manner that will hopefully allow the map to last longer in the kiosk.

FINANCIAL IMPLICATIONS

Attached is a bid document that outlines the donation to be provided to the City.

STAFF RECOMMENDATIONS

Staff recommends acceptance of a Donation from the Greater Lakes Association of Realtors for a Community Entrance Kiosk Map on Paris Road.

COUNCIL ACTION REQUESTED

Move to Accept Donation from the Greater Lakes Association of Realtors for a Community Entrance Kiosk Map on Paris Road

Digital Ink Design &
Graphics, Inc.
208 Washington St.
Brainerd, MN 56401 US
(218)454-0800

Estimate

ADDRESS
Dolly
Greater Lakes Realtors

SHIP TO
Dolly
Greater Lakes Realtors

ESTIMATE # 5702
DATE 10/10/2024

ACTIVITY	QTY	RATE	AMOUNT
Misc. Sign approx. 42"x42" - single-sided pvc sign (1/8" thick) with laminate Multi color	1	239.00	239.00
SUBTOTAL			239.00
TAX (7.875%)			0.00
TOTAL			\$239.00

Accepted By

Accepted Date



REQUEST FOR ACTION
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Community Development

Agenda Item: Adopt Ordinance 2024-015 and Resolutions 2024-083 and 2024-084 approving a Zoning Ordinance Text Amendment to allow columbaria as a conditional use accessory to a religious institution and a conditional use permit to allow a columbarium at 6190 Fairview Road

Approval Required: Simple Majority Vote

BACKGROUND

The applicant is requesting approval of a zoning ordinance amendment to allow "columbaria" accessory to a religious institution as a conditional use in all districts that allow religious institutions. Under the proposed amendment, a definition of "columbarium" would also be added to the definitions chapter of the zoning ordinance. The applicant is also requesting a conditional use permit to allow a columbarium at Lord of Life Church located at 6190 Fairview Road.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATIONS

The Planning Commission recommends approval of the text amendment and conditional use permit, subject to the findings and conditions in the draft resolutions and draft ordinance.

COUNCIL ACTION REQUESTED

Adopt Ordinance 2024-015 and Resolutions 2024-083 and 2024-084 approving a Zoning Ordinance Text Amendment to allow columbaria as a conditional use accessory to a religious institution and a conditional use permit to allow a columbarium at 6190 Fairview Road.



ITEM REPORT
PLANNING AND ZONING COMMISSION

Agenda Date: 10/8/2024
Agenda Section: New Business

TO: Baxter Planning and Zoning Commission
FROM: Matthew Gindele, City Planner
REQUEST: PUBLIC HEARING. Ordinance Text Amendment to Title 10, Chapter 3 “Zoning Districts” of the City Code to allow columbariums accessory to a religious institution as a conditional use in the zoning districts that allow religious institutions, and a Conditional Use Permit to allow a columbarium for property located at 6190 Fairview Road (City file 24-35)
APPLICANT: Lord of Life Church, 6190 Fairview Road, Baxter, MN 56425
ZONING: R-1, Low Density Residential

1. Application Request

The applicant is requesting approval of a zoning ordinance amendment to allow “columbariums” accessory to a religious institution as a conditional use in all districts that allow religious institutions. Under the proposed amendment, a definition of “columbarium” would also be added to the definitions chapter of the zoning ordinance. The applicant is also requesting a conditional use permit to allow a columbarium at Lord of Life Church located at 6190 Fairview Road.

2. Analysis of Request

Zoning Ordinance Text Amendment

Religious institutions commonly provide final resting places for members of the church in cemeteries and/or columbariums. Religious institutions are currently allowed uses in all zoning districts except for RR, Rural Residential; PB, Public Benefit; and SL, Shore Land Overlay. The PUD, Planned Unit Development District does not list specific uses but rather, states that uses from all zoning districts are potentially allowable uses in a PUD. If approved, the ordinance amendment would allow columbaria that are accessory to a religious institute to be allowed by conditional use permit in all districts that allow religious institutions. Staff has added reasonable conditions in ordinance to this use to mitigate potential impacts to adjoining residential properties and wetlands as identified in the draft ordinance language below:

Columbarium accessory to a religious institution pursuant to the following:

- A. Columbaria shall be screened from adjoining residential properties.
- B. All portions of the use shall meet the minimum district setback requirements for principal structures.
- C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

Formatted: Font color: Custom
Color(RGB(33,37,41))

Formatted: List Paragraph, Numbered + Level: 1 +
Numbering Style: A, B, C, ... + Start at: 1 +
Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font color: Custom
Color(RGB(33,37,41)), Pattern: Clear (White)

Conditional Use Permit

The applicant is requesting approval of a conditional use permit to allow a columbarium at Lord of Life Church located at 6190 Fairview Road. The proposed columbarium would be 8' 2-1/4" long by 3' 4-3/7" wide and 5' 6" tall. It would include 48 niches which can hold up to 2 urns each. It is proposed to be located in a side yard on a corner lot between the church and Knollwood Drive but is located over 100 feet from the street. The columbarium would set on a concrete pad with frost-depth footings and would include a patio around it with two benches on opposite sides of the columbarium. A short wall is also proposed on the west side of the patio between the Knollwood Drive and the columbarium that would provide some screening and could be used for sitting. If approved, the ordinance would require the following for placement of a columbarium:

- A. Columbaria shall be screened from adjoining residential properties.
- B. All portions of the use shall meet the minimum district setback requirements for principal structures.
- C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

Findings:

The only adjoining residential properties are located to the north and to the east of the subject property. The property to the north is owned by Lord of Life Church. Both properties are screened to the proposed columbarium location by the existing building and/or trees. The proposed location is over 100 feet from any property line and there are no wetlands within the vicinity of the proposed location.

Staff has also reviewed the request on the general CUP standards. Section 10-7-4 of the Zoning Ordinance defines the criteria for reviewing and processing a conditional use permit (CUP). Specifically:

- A. *Excessive Burden: The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.*

The proposed use would not create a burden on existing parks, schools, streets, and other public facilities.

- B. *Compatibility: The use shall be compatible with adjacent land uses so that existing uses will not be depreciated in value and there will be no deterrence to development of vacant land.*

The proposed use is compatible with adjacent land uses because the proposed structure will be located over 100 feet from the nearest property line and will be screened by existing trees and the building from adjoining residential properties. Staff finds that the use would not depreciate adjacent properties of future development because the proposed structure is being placed in the existing yard of the church.

- C. *Appearance: The use shall have an appearance that will not have an adverse affect (sic) upon adjacent properties.*

The proposed use would not have an adverse effect on adjacent properties because it will be located and designed to blend into the surroundings and will be screened from adjoining residential properties.

- D. *Overall Needs: The use, in the opinion of the planning and zoning commission shall be reasonably related to the overall needs of the city and to the existing land use.*

The use would be related to the religious institution use on the property which is an allowed use.

- E. Consistent with Purpose: The use shall be consistent with the purposes of this title and purposes of the zoning district in which the applicant intends to locate the proposed use.*

Columbaria are an acceptable use that is consistent with the purpose of the R-1 zoning district and with the religious institution use of the property.

- F. Comprehensive Plan: The use shall not be in conflict with the comprehensive plan of the city.*

The use would not conflict with the comprehensive plan of the city.

- G. Traffic: The use will not cause traffic hazard or congestion.*

The use would not cause traffic hazard or congestion.

- H. Facilities: The use shall have adequate utilities, access roads, drainage and necessary facilities.*

The site has adequate utilities, access roads, drainage, and necessary facilities to serve the proposed use.

3. Staff Recommendation

Staff recommends approval of the ordinance amendment and the conditional use permit, subject to the draft resolutions and the draft ordinance.

Attachments

1. Draft Ordinance Amendment (redlined)
2. Draft Findings of Fact Resolution
3. Draft Resolution Approving the CUP
4. Site Location Map
5. Information about the columbarium
6. Site Plan
7. Aerial Site Plan

**CITY OF BAXTER, MINNESOTA
ORDINANCE 2024-015**

**AN ORDINANCE AMENDING THE TEXT OF TITLE 10 OF THE BAXTER CITY
CODE**

THE CITY OF BAXTER ORDAINS:

SECTION 1. Amendments. The text of Chapter 2, Section 2 “General Definitions” of Title 10 (Zoning Regulations) of the Baxter City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

COLUMBARIUM: An above ground repository composed of niches designed for the purpose of interring the cremains of the deceased.

SECTION 2. Amendments. The text of Chapter 3, Article B “RS, Residential Staging District”, Article C “R-1, Low Density Residential District”, Article C1 “R-1A, Medium Density Single Family Residential District”, Article D “R-2, Medium Density Residential District”, Article E “R-3, High Density Residential District”, Article F “C-1, Neighborhood Commercial District”, Article G “C-2, Regional Commercial District”, Article H “OS, Office Service District”, Article I “Industry Office District”, Article J “CI, Annexed Commercial Industrial District”, of Title 10 (Zoning Regulations) of the Baxter City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

10-3B-3: CONDITIONAL USES:

Columbarium accessory to a religious institution pursuant to the following:

- A. Columbaria shall be screened from adjoining residential properties.
- B. All portions of the use shall meet the minimum district setback requirements for principal structures.
- C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

10-3C-3: CONDITIONAL USES:

Columbarium accessory to a religious institution pursuant to the following:

- A. Columbaria shall be screened from adjoining residential properties.
- B. All portions of the use shall meet the minimum district setback requirements for principal structures.

Formatted: Font: (Default) Times New Roman, 12 pt, Font color: Custom Color(33,37,41), Pattern: Clear (White)

C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

10-3C1-3: CONDITIONAL USES:

Columbarium accessory to a religious institution pursuant to the following:

A. Columbaria shall be screened from adjoining residential properties.

B. All portions of the use shall meet the minimum district setback requirements for principal structures.

C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

10-3D-3: CONDITIONAL USES:

Columbarium accessory to a religious institution pursuant to the following:

A. Columbaria shall be screened from adjoining residential properties.

B. All portions of the use shall meet the minimum district setback requirements for principal structures.

C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

10-3E-3: CONDITIONAL USES:

Columbarium accessory to a religious institution pursuant to the following:

A. Columbaria shall be screened from adjoining residential properties.

B. All portions of the use shall meet the minimum district setback requirements for principal structures.

C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

10-3F-3: CONDITIONAL USES:

Columbarium accessory to a religious institution pursuant to the following:

A. Columbaria shall be screened from adjoining residential properties.

B. All portions of the use shall meet the minimum district setback requirements for principal structures.

C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

10-3G-3: CONDITIONAL USES:

Columbarium accessory to a religious institution pursuant to the following:

A. Columbaria shall be screened from adjoining residential properties.

B. All portions of the use shall meet the minimum district setback requirements for principal structures.

C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

10-3H-3: CONDITIONAL USES:

Columbarium accessory to a religious institution pursuant to the following:

A. Columbaria shall be screened from adjoining residential properties.

B. All portions of the use shall meet the minimum district setback requirements for principal structures.

C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

10-3I-3: CONDITIONAL USES:

Columbarium accessory to a religious institution pursuant to the following:

A. Columbaria shall be screened from adjoining residential properties.

B. All portions of the use shall meet the minimum district setback requirements for principal structures.

C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

10-3J-3: CONDITIONAL USES:

Columbarium accessory to a religious institution pursuant to the following:

A. Columbaria shall be screened from adjoining residential properties.

B. All portions of the use shall meet the minimum district setback requirements for principal structures.

C. All portions of the use shall be setback a minimum of 10 feet from any wetland and shall be located outside of easements, except as approved by the City.

SECTION 3. Effective Date. This amendment shall take effect upon its passage.

SECTION 4. Summary Publication. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The City Council adopted an ordinance amending the standards of Title 10 "Zoning Regulations" as follows:

Chapter 3, Articles B through J: CONDITIONAL USES are amended to allow columbaria accessory to a religious institution as a conditional use.

Whereupon, said Ordinance is hereby declared adopted on this 15th day of October 2024.

Darrel Olson, Mayor

ATTEST:

City Seal

Kelly Steele, City Clerk

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2024-083**

**A RESOLUTION APPROVING FINDINGS OF FACT FOR AN ORDINANCE AMENDING THE
TEXT OF TITLE 10 OF THE BAXTER CITY CODE**

WHEREAS, the applicant initiated an amendment to update the City Code; and

WHEREAS, the amendment would be consistent with the Comprehensive Plan and other City policies and goals; and

WHEREAS, the Planning Commission has reviewed the proposed text amendments at a duly called public hearing on October 8, 2024 and recommends approval;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their October 15, 2024 meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA, that it should and hereby does approve the amendments, based upon the finding the following findings:

1. That the proposed amendments would be consistent with State law and the City’s Comprehensive Plan, and compatible with other provisions of the City Code.
2. The City Code and Zoning Regulations have a substantial impact public health and the safety and quality of life in the City.
3. The amendment is needed to address substantive City Code standards.
4. The amendment improves the City’s ability to administer the zoning ordinance.

Whereupon, said Resolution is hereby declared adopted on this 15th day of October 2024 2023.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2024-084**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT ALLOWING A COLUMBARIUM
TO BE CONSTRUCTED AT LORD OF LIFE CHURCH LOCATED AT 6190 FAIRVIEW ROAD
(City File 24-35)**

WHEREAS, Lord of Life Lutheran Church ("the applicant") has requested approval of a conditional use permit for property legally described as follows:

SW1/4 OF NE1/4 EX N 792 FT & EX E 100 FT LYING S OF THE N 792 FT EX RAILROAD RIGHT OF WAY & EX HWY, & EXCEPT THAT PART OF SW1/4 OF NE1/4 SECTION 12 DESCRIBED AS FOLLOWS; COMM AT THE NE CORNER OF SAID SWNE, THEN S. 0 DEG 39 MIN 56 SEC E, ASSUMED BEARING, ALONG THE E. LINE OF SAID SWNE A DISTANCE OF 792.01 FT TO THE S. LINE OF THE N. 792 FT OF SAID SWNE, THEN S. 89 DEG 05 MIN 11 SEC W ALONG SAID S LINE OF THE N 792 FT A DIST OF 100 FT TO THE POINT OF BEG, THEN CONT S 89 DEG 05 MIN 11 SEC W A DIST OF 80 FT THEN S 1 DEG 18 MIN 36 SEC E A DIST OF 199.30 FT THEN S 20 DEG 30 MIN 22 SEC E A DIST OF 187.23 FT TO THE N'LY ROW LINE OF FAIRVIEW ROAD THEN N 69 DEG 28 MIN 02 SEC E ALONG SAID N'LY ROW LINE A DIST OF 15 FT TO THE W LINE OF THE E 100 FT OF SAID SWNE THEN N 0 DEG 20 MIN 04 SEC W ALONG SAID W LINE OF THE E 100 FT A DIST OF 370.62 TO THE POINT OF BEG & EXCEPT THAT PART OF SW1/4 OF NE1/4 SHOWN AS PARCEL 8 ON MN DOT ROW PLAT #18-29 AS THE SAME IS ON FILE AND OF RECORD IN THE COUNTY RECORDERS OFFICE. EXCEPT PART CONVEYED TO MICHAEL DORAN ON RECORDED DOCUMENT #522614. & ALSO EXCEPT THE FOLLOWING; THAT PART OF THE SW1/4 NE1/4 DESC AS FOLLOWS; BEG AT THE SW CORNER OF SAID SWNE, THEN N 89 DEG 02 MIN 00 SEC E, BEARING BASED ON CITY OF BAXTER DATABASE NAD 83/88, 290.01 FT ALG THE S LINE OF SAID SWNE, THEN N 00 DEG 25 MIN 25 SEC W 242.54 FT, THEN N 89 DEG 02 MIN 00 SEC E 331.41 FT, TO THE W LINE OF KNOLLWOOD DRIVE, ACCORDING TO THE EASEMENT RECORDED IN DOC #522614, THEN N 20 DEG 31 MIN 53 SEC W 67.22 FT ALG SAID W LINE OF KNOLLWOOD DRIVE, THEN N'LY, CONT ALG SAID W LINE OF KNOLLWOOD DRIVE, 217.83 FT ALG A CURVE TANGENT TO THE LAST DESC COURSE, CONCAVE TO THE E, HAVING A CENTRAL ANGLE OF 19 DEG 40 MIN 15 SEC AND A RADIUS OF 634.50 FT, THEN CONT ALG SAID W LINE OF KNOLLWOOD DRIVE, N 00 DE 51 MIN 38 SEC W, TANGENT TO THE LAST DESC CURVE, 5.57 FT TO THE S LINE OF THE N 792 FT OF SAID SWNE , THEN S 89 DEG 05 MIN 11 SEC W 559.61 FT ALG S LINE OF THE N 792 FT TO THE W LINE OF SAID SWNE, THEN S 00 DEG 25 MIN 25 E 525.62 FT ALG SAID W LINE OF THE SWNE TO THE POINT OF BEG. SUBJECT TO EASEMENTS OF RECORD. SUBJECT TO AN EASEMENT OF RECORD GRANTED TO THE CITY OF BAXTER ON DOCUMENT #740536 & #741081. SUBJ TO QUIET TITLE ACTION PER DOC #779763, SECTION 12, TOWNSHIP 133, RANGE 29, CROW WING COUNTY, MINNESOTA.

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on September 10, 2024, and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their September 17, 2024 meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA, that it should and hereby does approve the request for a conditional use permit, subject to the following findings and conditions:

1. The conditional use permit allows for the placement of a columbarium for property located at 6190, in accordance with the application and plans received by the City on September 9, 2024, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met as identified in the Planning Commission staff report dated October 8, 2024.

FURTHER BE IT RESOLVED, that the following conditions of approval shall be met:

1. A building permit is required prior to beginning construction.
2. Approval shall expire within one year of the date of approval unless the applicant commenced the authorized use.

Whereupon, said Resolution is hereby declared adopted on this 15th day of October 2024.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal



Legend

- Road Centerlines_2K
- Streets
- Locations
 - Current
 - Pending
 - Vacant
 - Retired
 - Other
- Parcels
- Municipal Boundaries
 - 644424E292512N.sid
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
 - 633864E99792N.sid
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
 - 628584E258192N.sid
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
 - 628584E221232N.sid
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

Notes

416.7 0 208.33 416.7 Feet

Crow Wing - county coordinates - english
City of Baxter

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Honor · Celebrate · Remember
Create
a
LEGACY
IN STONE

Creating everlasting stories in stone
for people who matter by people who care.



Community Columbarium Portfolio



Down Payment - We can be flexible to meet the needs of your committee. Typically, we require 60% down and the balance net 30 days after installation.

Foundation/Landscaping - We do provide foundations, however a lot of committees have decided to save money by getting folks to donate "in kind time and labor", such as landscaping and foundation work. Doing your own foundation and landscaping work is a very logical and practical cost saving measure, in fact we highly encourage the practice. We will provide foundation plans for proper construction if you elect this option. Prefab foundation options are also available.

Warranty - All granite is completely guaranteed against fading, cracking or disintegration in any respect from exposure to the elements of nature, excluding lightning, fire, accidents and vandalism.

Design Services - We have a full array of design concepts and services available at no additional charge.

Interiors - The inside of the columbarium unit varies in construction and materials, some have concrete and others are solid granite. The Nelson units are made with granite interiors for long range performance and durability. The Coldspring units are made with cement and polystyrene interiors. All columbarium we offer are made with granite exteriors.

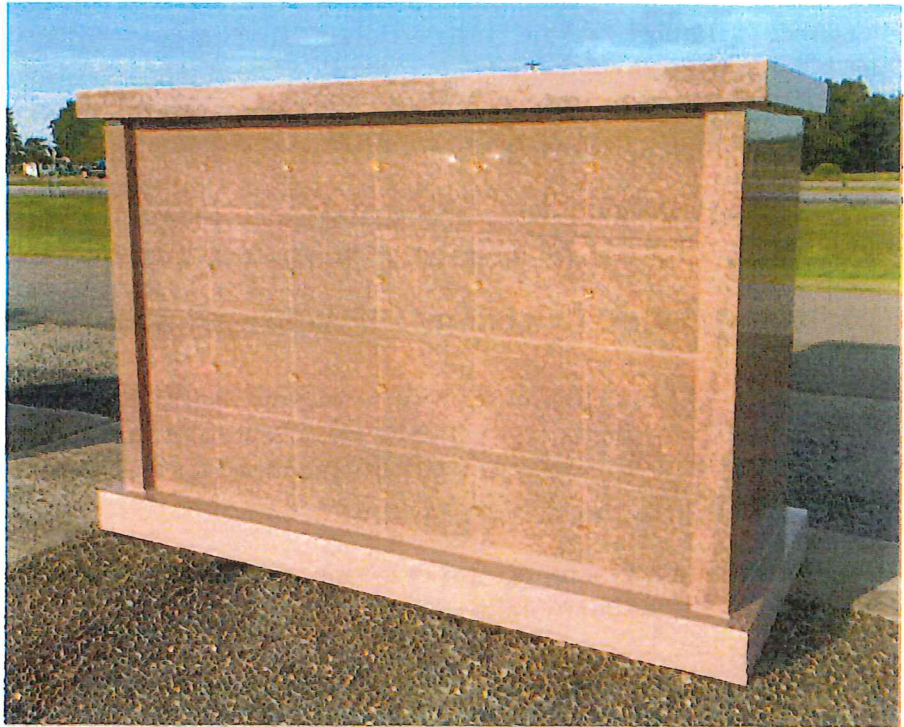
Timing - A typical time frame for manufacturing and installation is 6 months on standard domestic options. Naturally, we do not install over the winter months.

Bronze verse Engraving - Your committee will need to discuss if you want to engrave the front of the niches or attach bronze niche plates. Bronze tends to be easier to order and complete, but typically costs a little more. Bronze is more attractive in the first ten years due to patina that naturally occurs over time. Engraving is a better option over time and is more cost effective. Engraving timing depends greatly on the services available in your area. A typical engraver will service each area in a state once in spring, summer and fall. The personalization of each niche is not included in the purchase price of the columbarium. We recommend some form of standardization for each niche front to keep a clean and consistent look.



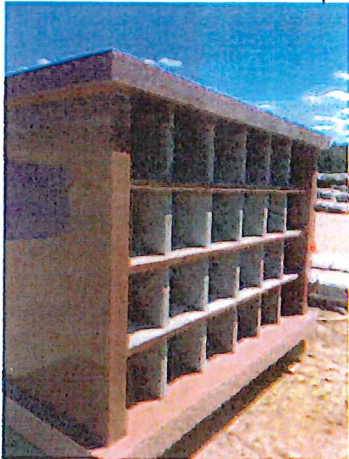
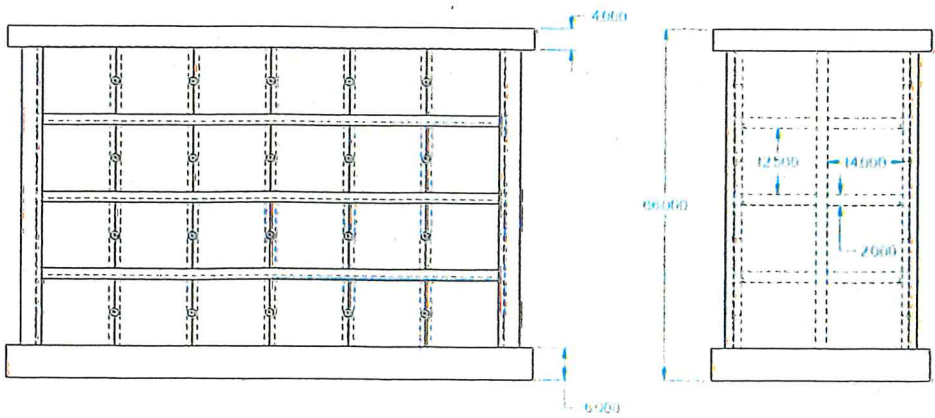
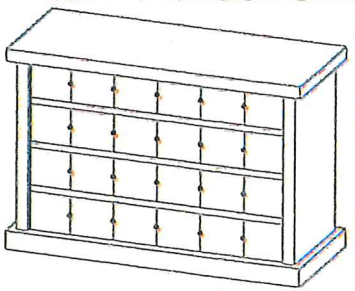
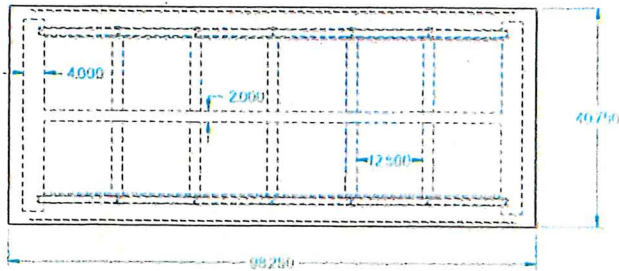
The Nelson Harvest Brown unit is our most popular unit because of the ability to hold two urns. The niche opening measures 12-1/2"x14"x12-1/2"

48/96 Niche - Nelson All Granite Columbarium - Morning Rose
 8'2-1/4" Length x 3'4-3/7" Width x 5'6" Height
 48 if Single Urns / 96 if Double Urns



The advantage of this option is that the niche is larger and can accommodate two common sized urns, thus allowing individual or companion options. With a solid granite interior and an excellent economic value this is an extremely popular choice.

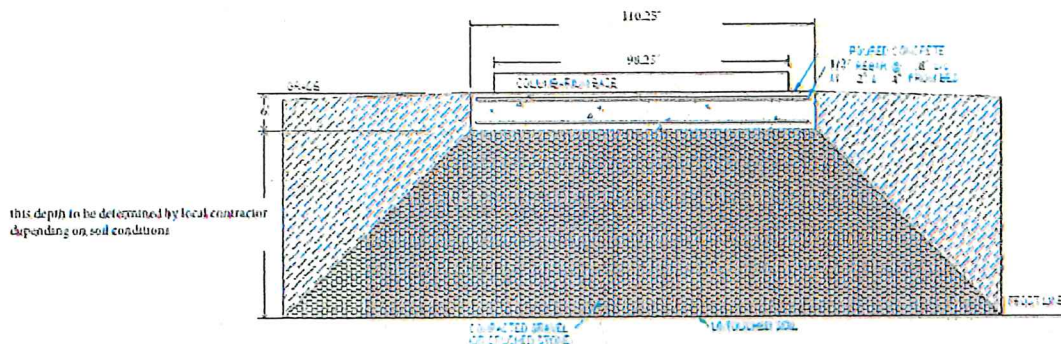
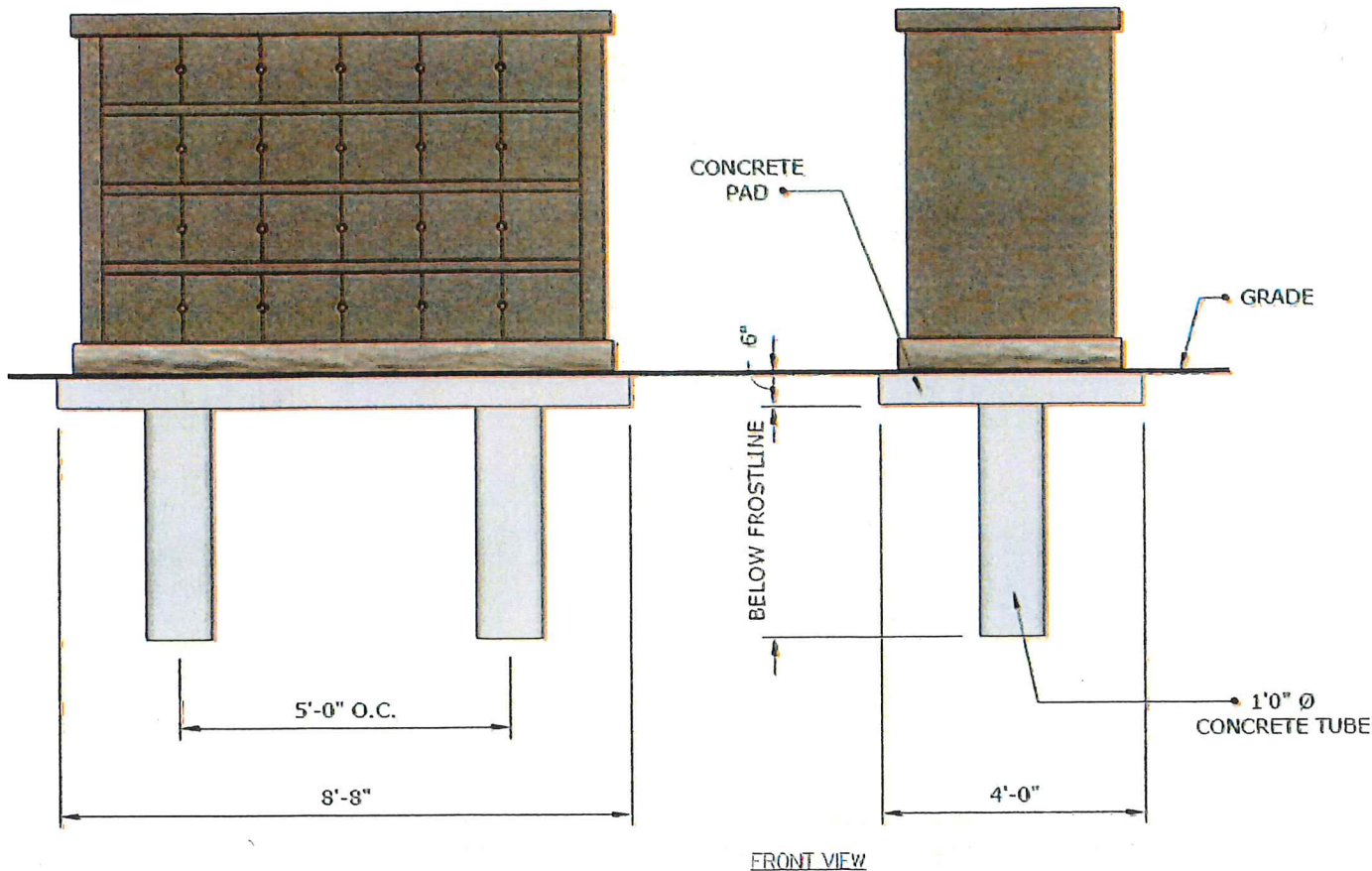
The Nelson unit is our most popular unit because of the ability to hold two urns. The niche opening measures 12-1/2"x14"x12-1/2"



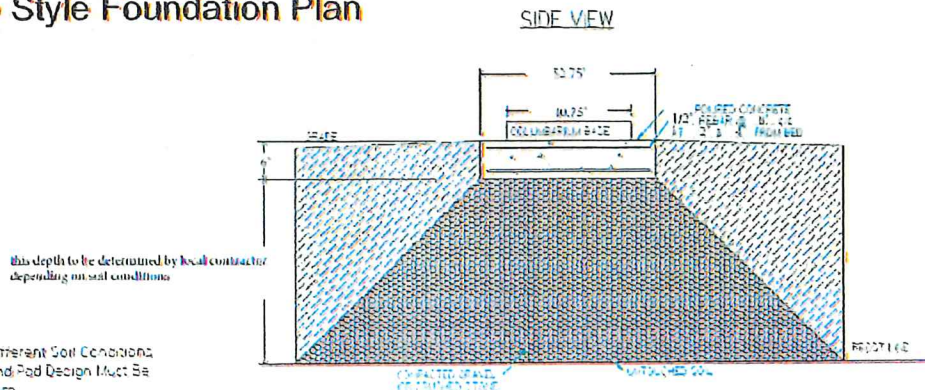
Nelson Granite	
Model No.	48/96 Niche
Material	Granite
Finish	Polished
Weight	1200 lbs.
Lead Time	4-6 weeks
Manufacturer	Nelson Granite
Address	2100 N. 10th St., Phoenix, AZ 85016
Phone	(602) 944-1234
Fax	(602) 944-1234
Website	www.nelsongranite.com

48/96 COLUMBARIUM FOUNDATION PLAN

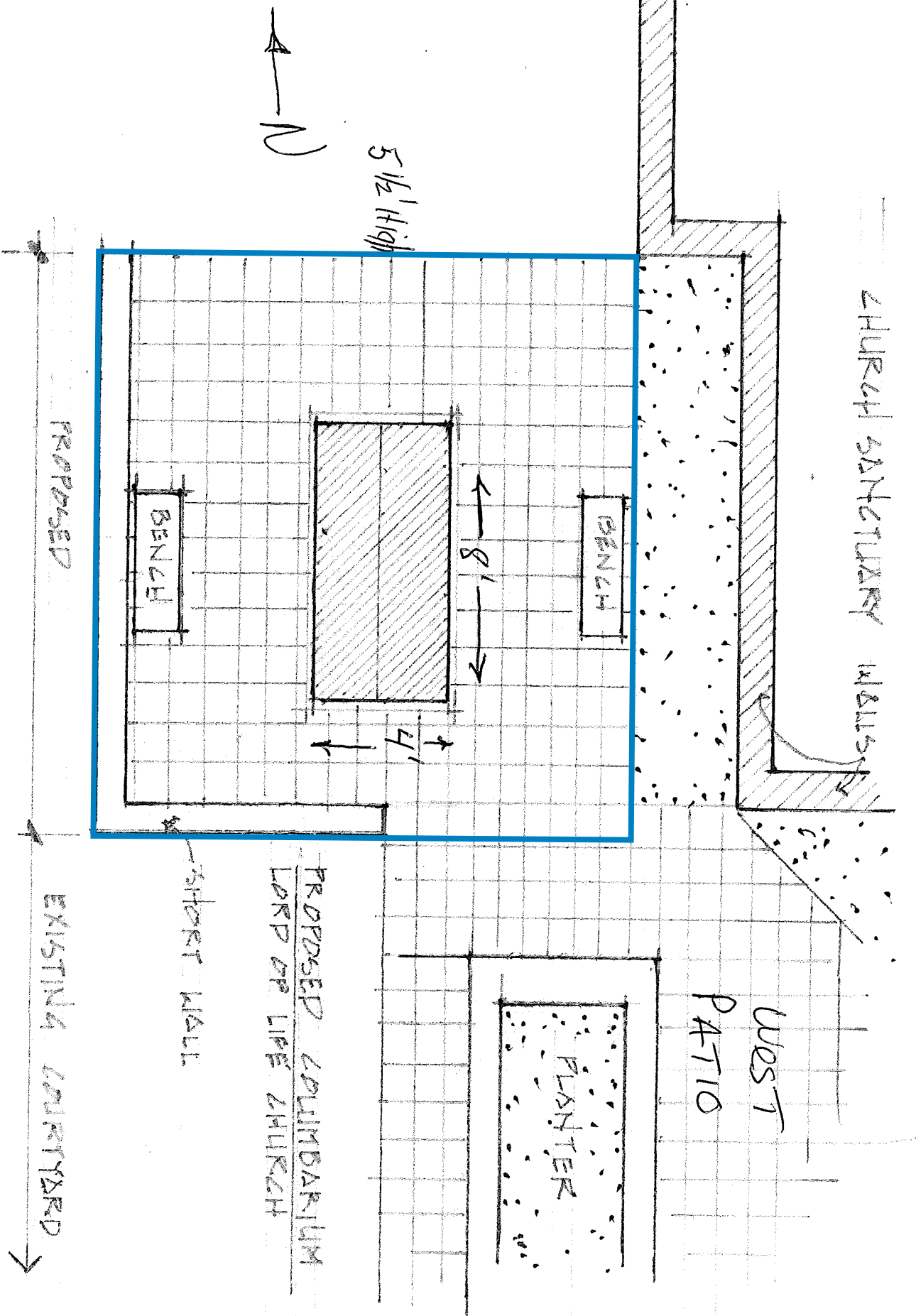
Typical Nelson Post Hole Foundation



Floating Slab Style Foundation Plan



Every Location Has Different Soil Conditions And Measurements And Pad Design Must Be Adjusted To Suit Them. THIS IS A SAMPLE OF A FOUNDATION. NOT OUR RECOMMENDATION.





Legend

Road Centerlines_1K

Streets

Locations

Current

Pending

Vacant

Retired

Other

Parcels

Municipal Boundaries

644424E292512N.sid

Red: Band_1

Green: Band_2

Blue: Band_3

633864E99792N.sid

Red: Band_1

Green: Band_2

Blue: Band_3

628584E258192N.sid

Red: Band_1

Green: Band_2

Blue: Band_3

628584E221232N.sid

Red: Band_1

Green: Band_2

Blue: Band_3

Notes

100.0 0 50.00 100.0 Feet

Crow Wing - county coordinates - english
City of Baxter

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



REQUEST FOR ACTION
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Finance

Agenda Item: Authorize Contract Execution for Employee Dental Insurance Renewal with Delta Dental Pathfinder 6 Plan

Approval Required: Simple Majority Vote

BACKGROUND

The city began providing employer paid dental insurance for employees in 2006. The City is responsible for the employee portion and the remainder for dependent and/or spouse coverage, if any, is paid by the employee. The city works with an insurance representative at A.T. Group to compare the various dental plans. Currently the city utilizes the Pathfinder 2 Plan with Delta Dental for insurance coverage, a plan that was redesigned in 2023. The plan has a \$1,500 annual maximum per insured with a \$100 lifetime deductible per insured and has 100% community pooled rates. With community pooled rates, premiums are based statewide rather than the individual experience of our small group. Absent the statewide pool, a small group pool would subject the city to wide-ranging premium adjustments each year based upon the city’s individual experience.

In the past, Delta Dental would underwrite all the plans in one pool, so all the Pathfinder plans had the same renewal. Delta Dental has changed the underwriting now to underwrite each Pathfinder plan separately. The underwriting change has caused an odd outcome with the 2025 renewal rates. Delta Dental’s Pathfinder 6 plan is very similar to the city’s current Pathfinder 2 plan with a few enhancements; yet the Pathfinder 6 plan has lower premiums than the Pathfinder 2 plan for 2025 (see the tables in the Financial Implications section). Mathematically it does not make sense that the plan with better benefits costs less, but Delta has explained that the Pathfinder 6 plan has better utilization rates than the Pathfinder 2 and therefore the rates are lower.

Specifically, the Pathfinder 6 plan has:

- An increase in endodontic and periodontic coverage to 80% (from current 55%),
- No waiting periods for coverage (compared to 6 months or 1 year, depending upon the procedure), and
- White composite back fillings covered at 80% (compared to coverage at the amalgam rate).

The opportunity, for at least the 2025 renewal, is the premiums are lower for both the city’s expenditure as well as any applicable employee contribution. There is no guarantee the Pathfinder 6 rates will always be lower than the Pathfinder 2 premiums, but the city and its employees can take advantage of the savings for now and return to the old Pathfinder 2 plan in the future if warranted. Minnesota Statute § 471.6161, subd. 5 governs aggregate value of benefits provided by group health insurance and does not apply to dental insurance. It is possible, however, in the event the City seeks to modify the dental insurance plan in future years because of premium increases, a bargaining group may request to bargain over the change in fringe benefits. If the Pathfinder 6 plan is selected, it will be explained to employees the city is electing the plan for 2025 because of the lower premiums to the city and the covered employees.

FINANCIAL IMPLICATIONS

For the 2025 renewal, a 9.00% increase in the premiums for the four coverages has been proposed for the existing Pathfinder 2 plan. The increase is a result of higher utilization specifically in the Pathfinder 2 plan and higher inflationary increases in the dental industry.

The city is responsible for the premium related to employee coverage with employee’s electing additional dependent coverage responsible for the difference. The tables below illustrate the current rates and the renewal rates under the Delta Dental group plan for the Pathfinder 2 plan, the current plan for the city (first table), and the proposed Pathfinder 6 plan (second table).

Monthly Dental Premium Rates for January 2025 Renewal - Current Pathfinder 2 Plan				
<u>Coverage</u>	<u>Pathfinder 2 Current Rates</u>	<u>Pathfinder 2 Renewal Rates</u>	<u>Change</u>	
Employee	\$41.76	\$45.52	\$3.76	9.00%
Employee & Spouse	\$80.22	\$87.44	\$7.22	9.00%
Employee & Child(ren)	\$97.18	\$105.93	\$8.75	9.00%
Family	\$151.18	\$164.79	\$13.61	9.00%

Based upon the current employee census and budgeted positions for 2025, the total 2025 city expenditure for dental insurance is **approximately \$27,312 with the current Pathfinder 2 plan**. The city’s cost was included in the proposed 2025 budget adopted in September. For illustrative purposes, the employee contribution for the \$164.79 family premium and coverage would be \$119.27 per month.

The Pathfinder 6 plan, with enhanced benefits, has a lower 1.10% to 1.15% increase on the first two coverages and an actual decrease of 0.28% to 0.59% on coverages with child dependents compared to 2024.

Monthly Dental Premium Rates for January 2025 Renewal - Pathfinder 6 Plan				
<u>Coverage</u>	<u>Pathfinder 2 Current Rates</u>	<u>Pathfinder 6 Renewal Rates</u>	<u>Change</u>	
Employee	\$41.76	\$42.22	\$0.46	1.10%
Employee & Spouse	\$80.22	\$81.14	\$0.92	1.15%
Employee & Child(ren)	\$97.18	\$96.61	(\$0.57)	-0.59%
Family	\$151.18	\$150.76	(\$0.42)	-0.28%

Based upon the current employee census and budgeted positions for 2025, the total 2025 city expenditure for dental insurance is **approximately \$25,332 for the Pathfinder 6 plan**. Selecting the Pathfinder 6 plan results in an approximate \$2,000 reduction in the 2025 budget across the various departments. Of the \$150.76 monthly premium for family coverage, the employee would be responsible for \$108.54 per month, or \$10.73 less than the current Pathfinder 2 plan.

STAFF RECOMMENDATIONS

Based upon the current structure of the Delta Dental Pathfinder plans for 2025 with enhanced benefits and lower premiums, Administration and Finance recommend renewal of the dental insurance contract with Delta Dental and selecting the Pathfinder 6 plan for 2025. Plans will continue to be evaluated with future renewals.

COUNCIL ACTION REQUESTED

Motion to authorize staff to enter into a contract for renewal of the city’s employee dental insurance with Delta Dental Pathfinder 6 plan effective with the January 2025 renewal



**REQUEST FOR ACTION
CITY COUNCIL**

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Finance

Agenda Item: Authorize Contract Execution of Lincoln Financial Life and Disability Insurance Coverage for Sourcewell Ancillary Programs

Approval Required: Simple Majority Vote

BACKGROUND

As part of the city's employee benefit package, the city provides ancillary insurance in the form of life and long-term disability insurance. The city currently is a member of the Sourcewell cooperative where we obtain our employee health insurance coverage. Similar to health insurance, Sourcewell is able to obtain lower life and disability insurance premiums through its volume and competitive bidding process.

The city currently has its ancillary life and long-term disability insurance program with Sun Life through Sourcewell. This year Sourcewell solicited requests for proposals (RFP) for ancillary insurance. As a result of the RFP process, Lincoln Financial Group was selected to provide Sourcewell's ancillary insurance program beginning in 2025. With the insurance carrier change, the premium rates will remain the same with the change to Lincoln Financial in 2025.

FINANCIAL IMPLICATIONS

Continuing to utilize the Sourcewell program with Lincoln Financial will result in no change in the premium rates for 2025. Based upon current census information, the 2025 cost to the city is anticipated to be approximately \$16,500 for the employee benefits. The cost has been incorporated into the 2025 preliminary budget.

Similar to the current Sun Life plan, an employee may elect to purchase additional life insurance through Lincoln Financial. The premiums for the additional coverage are at the employees' expense and will continue to be administered through payroll deduction. Lincoln Financial has offered a one-time full open enrollment opportunity for employees to elect up the guaranteed issue amounts without evidence of insurability.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends execution of the life and disability insurance contract with Lincoln Financial through the Sourcewell cooperative ancillary programs for the city provided insurance. Through the cooperative's program, the city achieves savings on these existing employee benefits.

COUNCIL ACTION REQUESTED

Motion to authorize execution of Lincoln Financial life and disability insurance contract for Sourcewell Ancillary Programs



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Finance

Agenda Item: Renew the Sourcewell Health Insurance Contract for 2025 with Blue Cross Blue Shield and Authorize Contract Execution

Approval Required: Simple Majority Vote

BACKGROUND

In 2002, the City of Baxter joined the Sourcewell (formerly National Joint Powers Alliance) cooperative to pool our health insurance risk and obtain lower overall health insurance premiums. Sourcewell coordinates health insurance carrier coverage on behalf of its members through the competitive bidding process as required by state statutes. In 2024, Blue Cross Blue Shield was selected by Sourcewell for the multi-year contract beginning in 2025. The insurance carrier is a change from Health Partners, the current provider.

The city's current contract expires at the end of the calendar year and a decision on the city's renewal must be approved. The health insurance renewal is effective January 1, 2025.

Based upon anticipated claims year-to-date, city per member per month claims for the year, and the city's longevity in the Sourcewell insurance pool, a 9% premium increase for each single and family coverage is being presented by Sourcewell for 2025. Assistant City Administrator Steele and Finance Director Vacinek reviewed the city's renewal with Sourcewell representatives with the main points outlined in the Financial Implications section below. Sourcewell has communicated to the city it has matched our current Health Partners plan as close as possible with the new Blue Cross Blue Shield plan and all other contract provisions are similar to the city's current contract with Health Partners.

One of the components continuing to impact health care coverage and its associated premiums is the federal Affordable Care Act (ACA) and the fees and taxes accompanying it. One of the taxes and fees impacting the city, the Comparative Effectiveness Fee (PCORI) was set to expire but has been extended. Sourcewell is currently (as of 2022) paying and reporting on PCORI fee on our behalf.

As part of the ACA, certain requirements apply for Applicable Large Employers (ALEs), those with 50 or more full-time employee equivalents (FTE's). As of 2024, the city is at approximately 50 budgeted FTE's, with a few vacancies or unfilled new positions. Once classified as an "ALE", the city may be subject to additional annual IRS reporting requirements and other employees (seasonal) may become eligible for health insurance coverage. Meticulous monitoring of seasonal employee work hours and adjusting of schedules may be necessary also. While staffing decisions should not be made solely to avoid the 50 FTE threshold, the city should be strategic in its future additional staffing approach to avoid any unnecessary further financial or administrative burdens that occur with being classified as an ALE.

FINANCIAL IMPLICATIONS

For the January 2025 renewal of the current health insurance plan for both single and family coverage, the overall increase in the premium provided by Sourcewell is 9.0%. The increase compares to a 15.0% increase last year, an 11.6% increase in 2023, an 8.3% increase in 2022, and a 1.3% increase in 2021.

Based upon the city’s longevity in the pool and utilization during the prior period, the 2025 increase of 9.0% for Baxter was in line with the 9.0% pool average and 9.0% floor for other small groups (less than 100 employees) in the insurance pool. The increase for small groups ranged from the 9.0% floor to an 11.0% cap. Sourcewell is now scaling out the plans for small and large groups because of the volatility with smaller groups. Per Sourcewell, Health Research Institute is projecting an 8.0% medical cost increase for 2025, compared to 7.5% and 8.0% increases in 2024 and 2023, respectively.

From the projected census for 2025, the city’s estimated cost across all funds is \$1,205,196 for 2025. The preliminary budget reflects the health insurance premiums for 2025. The summary table below illustrates the premium changes and the employee’s and city’s responsibility.

Health Insurance Analysis				
2025 Projected	Individual Premium	Employee Portion	Employer Portion	Employer Annual Cost*
Single Premium	1,203.00	-	1,203.00	447,516
Family Premium	4,100.00	943.00	3,157.00	757,680
				1,205,196

*Based upon Projected 2025 Census

STAFF RECOMMENDATIONS

Administration and Finance recommend renewal of the health insurance contract with Sourcewell and Blue Cross Blue Shield for similar coverage and the same terms. Through the cooperative, the city is able to obtain lower, pooled rates that are more stable annually. The cooperative also seeks competitive bids as required by state law. Without the cooperative, the city would be responsible for this additional task.

COUNCIL ACTION REQUESTED

Motion to renew the Sourcewell Blue Cross Blue Shield health insurance contract for the 2025 contract year and authorize staff to execute the contract with Blue Cross Blue Shield and Sourcewell



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Finance

Agenda Item: Authorize Execution of a Contract with USICG (formerly Hildi Inc.) to Provide a Required Other Post-Employment Benefits Actuarial Valuation Study in Conjunction with GASB 75

Approval Required: Simple Majority Vote

BACKGROUND

In 2018, governments transitioned from Government Accounting Standards Board (GASB) Statements 43 and 45 to the new pension and Other Post-Employment Benefits (OPEB) disclosure requirements under GASB Statements 74 and 75. GASB 75 applies to the financial statements of employers providing OPEB. The GASB statements require government employers to measure and report the liabilities associated with other (than pension) postemployment benefits (or OPEB). The accounting treatment for OPEB is similar to the updated pension standards under GASB 67 and 68. Reported OPEBs may include post-retirement medical, dental, and other insurance benefits regardless of whether provided by a pension plan. Even though Baxter does not contribute directly to the premiums for the aforementioned benefits of retired employees, an “implicit” cost exists because employees, under Minnesota Statutes 471.61 subdivision 2b, are allowed to remain in the city’s pooled insurance plans after retirement.

The GASB requirements were instigated in 2004 because of the growing concern over the potential magnitude of government employer obligations for post-employment benefits. GASB 75 requires more extensive disclosures and required supplementary information, including: types of benefits and covered employees, how plan contributions are determined, and assumptions/methods used to calculate the OPEB liability. Government employers are required to comply with the GASB requirements by completing an actuarial study periodically to disclose the city’s liability in the annual audited financial statements.

FINANCIAL IMPLICATIONS

The agreement for actuary consulting services with USICG, formerly Hildi, Inc., provides the required actuarial valuation study for the city’s OPEB. The estimated \$2,650 cost of the actuarial study is included in the preliminary 2025 Budget. The estimated \$1,200 cost for the update in 2026 will be accounted for in the following year’s budget. The study provides the required statistics for the 2025 through 2026 annual audits.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends approving the USICG contract to provide the updated OPEB actuarial valuation study as required for GASB 75 in the future. The figures provided by the study will be used in the audit disclosure periods through 2026.

COUNCIL ACTION REQUESTED

Motion authorize execution of the USICG contract to provide a required OPEB actuarial valuation study in conjunction with GASB 75



REQUEST FOR ACTION
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Finance

Agenda Item: Adopt Resolution 2024-087 to Remove the Assessment on Parcel 40120511 of the 2024 Mill and Overlay and Full Depth Reclamation Project, City Project No. 4424

Approval Required: Simple Majority Vote

BACKGROUND

As part of this year’s 2024 Mill and Overlay and Full Depth Reclamation project, mill and overlay street improvements were completed and assessed on Kenwood Drive. The improvements to Kenwood Drive were from Fairview Road on the south end of the project to just north of Sandstone Road. The improvements terminated prior to the subject parcel at 13756 Kenwood Drive; however, the parcel was included in the project’s assessments that were adopted on May 7, 2024 with Resolution 2024-041. As a result, the subject parcel was assessed in error for the improvements and should be removed from the project’s assessment roll.

FINANCIAL IMPLICATIONS

The levied assessment for the parcel was \$4,168.17. To the extent necessary, a higher debt service levy in the future will be utilized to cover the lost special assessment. Had the parcel not been originally assessed in error, other mill and overlay parcels on the project would have had a slightly higher assessment to cover the assessed portion of the project costs.

STAFF RECOMMENDATIONS

Because the parcel is outside the project area and was assessed in error, staff recommends adoption of the attached resolution to remove the assessment from the assessment roll for the project.

COUNCIL ACTION REQUESTED

Adopt Resolution 2024-087 to remove the assessment on Parcel 40120511 of the 2024 Mill and Overlay and Full Depth Reclamation Project, City Project No. 4424

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

HELD: October 15, 2024

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Baxter, Minnesota, was duly called and held at the Baxter City Hall in said City on the 15th day of October 2024 at 7:00 o'clock p.m.

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

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2024-087

**A RESOLUTION REMOVING THE ASSESSMENT ON PARCEL 40120511 OF THE
2024 MILL AND OVERLAY AND FULL DEPTH RECLAMATION PROJECT,
CITY PROJECT NO. 4424**

WHEREAS, on May 7, 2024, by Resolution No. 2024-041, the City of Baxter levied special assessments against properties as part of the City's 2024 Mill and Overlay and Full Depth Reclamation Improvements Project, City Project No. 4424 (the "Project"); and

WHEREAS, the properties subject to the levied assessment were identified in the Special Assessment Roll attached to Resolution No. 2024-041; and

WHEREAS, the Special Assessment Roll for the Project included a special assessment against PID 40120511 (the "Parcel") in the amount of \$4,168.17; and

WHEREAS, the City has determined the Parcel was outside the Project area and assessed in error; and

WHEREAS, the City has determined the Special Assessment Roll for the Project shall be amended by removing the assessment against the Parcel; and

WHEREAS, it is the intent of the City to amend the Special Assessment Roll by removing the assessment against PID 40120511.

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

1. The City Council hereby amends the Special Assessment Roll by striking and removing the \$4,168.17 special assessment against PID 40120511.
2. The total assessment amount for the Project shall be reduced accordingly.

- 3. The City Clerk shall forthwith transmit a certified copy of this resolution to the County Auditor to be extended on the property tax lists of the County.

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

and the following voted against the same: _____.

WHEREUPON, said resolution was declared duly passed and adopted on this 15th day of October 2024.

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

I, the undersigned, being the duly qualified and acting Clerk of the City of Baxter, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original minutes thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes of a meeting of the City Council of said City duly called and held on the date therein indicated insofar as such minutes relate to the removal of the assessment on parcel 40120511 from the 2024 Mill and Overlay and Full Depth Reclamation Project for the City of Baxter.

WITNESS my hand as such Clerk of said City this 15th day of October 2024.

 Kelly Steele
 Assistant City Administrator/City Clerk



**REQUEST FOR ACTION
CITY COUNCIL**

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Finance

Agenda Item: Approve 2025 Delayed Payment of Tax on Special Assessments for Applicants with Eligible Hardships

Approval Required: Simple Majority Vote

BACKGROUND

The City Council adopted Ordinance 46 which is now City Code 1-8 allowing application for hardship deferments for senior citizens, disabled persons, or active military members. The ordinance and policy were amended to update the eligibility criteria. Applications from residents have been received for 2025 with the required information documenting the applicants qualify for the deferments. Conditional approval is requested for applicants whose applications are currently incomplete. The applicants are shown below.

Parcel Number and Homeowner

- 40120836 Diane Johansen
- 40310581 Edward & Beverly Meyer
- 40180532 Robert Plemel
- 40020592 Charlene Stardig
- 40060750 Phillip Strzelecki
- 40140711 Susanne Whirley

Pending Council approval and final review of the required documentation, the 2025 assessment installment payments for the listed homeowners will be deferred with annual interest of 1.25%. If an applicant wishes to continue to defer the 2025 assessment payments and future payments beyond 2025, the applicant must apply for and be eligible for the deferment each year by August 31st of the preceding year. Otherwise, the prior deferred payments will be due and payable in full. If they are not paid, the outstanding amount will be assessed for the remaining duration of the original assessment.

The applicants have paid the \$50 assessment deferral application fee, as identified on the City's adopted fee schedule, associated with the deferral requests. The fee covers the City's cost with recording the deferred payments at Crow Wing County.

FINANCIAL IMPLICATIONS

The annual assessment payments to be deferred for 2025 if approved total \$8,571. Deferment of the above assessments normally would require a 2025 property tax levy of the same amount to cover the annual assessment payment shortfall. While an additional levy is not anticipated for 2025, Finance will continue to monitor the debt service funds to ensure adequate cash flow for future bond payments. Future adjustments in debt service levies will be made, if necessary.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends approval of the deferred assessment installments for taxes payable 2025.

COUNCIL ACTION REQUESTED

Motion to approve the 2025 delayed payment of tax on special assessments for senior citizens, disabled persons, or active military members for parcels 40120836, 40310581, 40180532, 40020592, 40060750, and 40140711 all at 1.25% interest annually.



**REQUEST FOR ACTION
CITY COUNCIL**

Agenda Date: 10/15/2024
Agenda Section: Consent Agenda

Department Origination: Finance

Agenda Item: Approve Revision to the Hardship Deferral Criteria of the Special Assessment Policy

Approval Required: Simple Majority Vote

BACKGROUND

The attached proposed revision to the city's current special assessment policy relates to the eligibility criteria for senior citizen, disability, or military active duty hardship deferral of special assessments for eligible individuals. In 2017 the policy was amended to base the estimated market value limit of the owner's parcel to 150% of the median home value in the city. Tying the estimated market value limit to 150% of the median home value allowed for inflationary increases in valuations and was intended to eliminate the need to amend the policy in the future.

At the time it was not anticipated residential assessed values would increase as rapidly as they have. With the current median home value at \$245,700 per the U.S. Census Bureau, the 150% threshold equates to a limit of \$368,550. While the assessed values have been more immediate, there appears to be a lag in the U.S. Census Bureau's median home value figures causing existing and potential hardship deferral applicants to be ineligible for the deferral program.

Amending the policy to increase the market value threshold of the homestead parcel to 200% of the median home value as determined by the U.S. Census Bureau would equate to a \$491,400 home value limit for the 2025 deferrals. The proposed change places less of an emphasis on the home's value compared to the income limitations and assessment payment factors that influence the ability to pay or the hardship.

FINANCIAL IMPLICATIONS

The financial implications to the city related to the proposed changes are anticipated to be negligible. Finance will continue to monitor annually the debt service funds associated with the deferred special assessments and adjust future debt service levies, if necessary, to account for the deferred special assessments until they are collected.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends approving the special assessment policy revision as outlined in the attached excerpt of the policy.

COUNCIL ACTION REQUESTED

Approve Revision to the Special Assessment Policy

*Excerpt of City of Baxter Special Assessment Policy
With recommended update 10/15/24*

SECTION IV - Assessment Conditions, C. Payment Procedures:

5. Hardship (Senior Citizen, Disability, or Military Active Duty) Deferment - Any individual who is the owner of a homesteaded residential property (“Owner”) and who is sixty-five (65) years of age or older, retired by reason of permanent and total disability, or ordered into active military service which would create a hardship and can satisfy the requirements listed below and the provisions specified in Chapter 8 Special Assessments of the City of Baxter Code may request to have his/her Public Improvement assessments deferred.
 - a. Criteria: A hardship shall be deemed prima facie to exist, when all of the following apply:
 - i. The Owner’s annual gross household income from all sources, according to the most recent year's federal income tax return, plus any tax exempt income, does not exceed the most current United States Department of Housing and Urban Development (HUD) definition of Low Income for Crow Wing County. To be classified as “Low Income”, the Owner’s annual gross household income must be 80 percent or lower than the median Crow Wing County income, based upon the number of persons in the household, utilizing HUD’s most recent Income Limits Documentation System table or its successor. If no such return was made, the applicant shall be required to submit other pertinent information to show this qualification is met.
 - ii. The average annual payment due for all assessments levied against the property exceeds one and one-half percent (1.5%) of the Owner's income as thus calculated.
 - iii. The total special assessments to be deferred exceed two thousand dollars (\$2,000).
 - iv. The county assessor's most recent estimated market value of the Owner's homestead parcel shall not exceed ~~150%~~200% of the City of Baxter’s median home value as determined by the U.S. Census Bureau.



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent
Agenda

Department Police
Origination:

Agenda Item: Approve Conditional Hire of Dan Lasher as Patrol Officer

Approval Required: Simple Majority Vote

BACKGROUND

The requested hire, Dan Lasher, will fill the vacancy created with the resignation of Officer Jason Borash.

Officer Borash resigned in early September, 2024.

The hire is conditional pending the individual’s successful completion of a medical examination, a psychological evaluation, and the background investigation.

Staff is recommending starting Mr. Lasher at Step 8 of the LELS PO Patrol scale. Lasher has over 10 years of experience as a licensed officer in the area. Most recently Lasher has been a full-time licensed deputy in Crow Wing County since 2019. Before that he held full-time positions in Nisswa, Brainerd and Crosslake dating back to 2014. Lasher is currently serving as a Field Training Officer and Drug Recognition Expert for Crow Wing County. Additionally, Lasher has an extensive list of other trainings and certifications which will fill or supplement current needs of the department.

The anticipated start date for Mr. Lasher would be mid-November, 2024.

FINANCIAL IMPLICATIONS

The hiring of this position will bring our staff levels back to the budgeted 16 FTE’s.

STAFF RECOMMENDATIONS

Staff is recommending a conditional offer be made to Dan Lasher for the position of Patrol Officer.

COUNCIL ACTION REQUESTED

Motion to Approve a Conditional Job Offer to Dan Lasher for the Position of Patrol Officer at Step 8 of LELS Local #312 Wage Scale.



REQUEST FOR ACTION
CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Consent
Agenda

Department Police
Origination:

Agenda Item: Approve Conditional Hire of Justin Thesing as Patrol Officer

Approval Required: Simple Majority Vote

BACKGROUND

The requested hire, Justin Thesing, will fill the vacancy created with the retirement of Chief James Exsted on December 10th, 2024.

The hire is conditional pending the individual’s successful completion of a medical examination, a psychological evaluation, and the background investigation.

Staff is recommending starting Mr. Thesing at Step 5 of the LELS PO Patrol scale. Thesing has been a full-time licensed deputy in Crow Wing County since 2023. Thesing also has six years of medical experience as an EMT with local ambulance services. Thesing was appointed to a clinic manager position in 2022 at Select Urgent Care where he worked for about a year in a managerial capacity before leaving for the career in law enforcement. He has a BS degree in Human Biology and an MS degree in Physiology and Pharmacology.

The anticipated start date for Mr. Thesing would be early December 2024.

FINANCIAL IMPLICATIONS

The hiring of this position will maintain our staffing level at 16 FTE’s upon the departure of Chief Exsted.

STAFF RECOMMENDATIONS

Staff is recommending a conditional offer be made to Justing Thesing for the position of Patrol Officer.

COUNCIL ACTION REQUESTED

Motion to Approve a Conditional Job Offer to Justing Thesing for the Position of Patrol Officer at Step 5 of LELS Local #312 Wage Scale.



ITEM REPORT CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Other Business

Department Origination: Public Works

Agenda Item: Adopt Resolution No. 2024-080 Ordering Preparation of Report for the 2025 Commercial Full Depth Reclamation Improvements Project Municipal Project No. 4425

Approval Required: Simple Majority Vote

BACKGROUND

The City is planning improvements to the roadway corridors listed below in 2025. In accordance with the Minn. Stat. 429.031, a feasibility report must be prepared outlining the following:

- whether the project is necessary
- estimated project costs and proposed funding sources
- whether the project is cost effective
- other information as necessary for council consideration

The proposed project areas are as follows; Audubon Way, Edgewood Drive (North of Novotny Road to CSAH 77), Lake Forest Road and Whispering Woods Lane (west of Pearl Drive extending 175' to the east).

This Report was originally ordered by the City Council at the April 16, 2024 meeting. Utilities Commission recommended approval of the draft report at the August 8, 2024 meeting. City Staff held the report back from City Council for final acceptance of the report to allow City Staff time to review the project. After City Staff reviewed the project, the overall project scope changed. The residential portion of the project was pulled and moved to 2026. Since the project scope significantly changed, Staff felt it was appropriate to bring a new RCA forward and updated resolution ordering the Preparation of the Report.

FINANCIAL IMPLICATIONS

There are no immediate financial implications. The costs associated with the residential portion of the project have been split out by the contracted Project Engineer. These costs will be allocated to the correct project. The City will continue to develop the feasibility report and prepare for a preliminary public information meeting.

STAFF RECOMMENDATIONS

Staff recommends the adoption of the attached resolution ordering preparation of the report on the improvement as is required by Minn. Stat. 429.031.

COUNCIL ACTION REQUESTED

MOTION to Adopt Resolution No. 2024-080 Ordering Improvement for the 2025 Commercial Full Depth Reclamation Improvements Project Municipal Project No. 4425.

**CITY OF BAXTER, MINNESOTA
RESOLUTION NO. 2024-080**

**RESOLUTION ORDERING PREPARATION OF REPORT ON THE 2025
COMMERCIAL FULL DEPTH RECLAMATION IMPROVEMENTS PROJECT,
MUNICIPAL PROJECT NUMBER 4425**

WHEREAS, it is proposed to improve the following streets; Audubon Way, Edgewood Drive (North of Novotny Road to CSAH 77), Lake Forest Road and Whispering Woods Lane (west of Pearl Drive extending 175' to the east)

and to assess benefited property for all or portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429.

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

That the proposed improvements, called Improvements No. 4425, 2025 Commercial Full Depth Reclamation Improvements Project, be referred to Widseth for study and Widseth is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvements is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Whereupon, said Resolution is hereby declared adopted on this 15th day of October, 2024.

Darrel Olson, Mayor

ATTEST

Kelly Steele, Asst. City Administrator/Clerk

City Seal



ITEM REPORT CITY COUNCIL

Agenda Date: 10/15/2024
Agenda Section: Other Business

Department Origination: Public Works

Agenda Item: Adopt Resolution No. 2024-081 Receiving Revised Feasibility Report and Calling the Improvement Hearing for the 2025 Commercial Full Depth Reclamation Improvements Project Municipal Project No. 4425

Approval Required: Simple Majority Vote

BACKGROUND

On April 16, 2024, Council ordered the preparation of the feasibility report, the draft report was originally reviewed with the Utilities Commission on August 8, 2024 but was never brought to council for acceptance. A new resolution ordering the preparation of the report with the revised scope is on the October 15, 2024 Council Agenda for adoption. The following improvements are included in the final report for Council approval:

Roadways and projects reviewed in this Report include:

- Audubon Way
- Edgewood Drive (north of Novotny Road)
- Lake Forest Road
- Whispering Woods Lane (west of Pearl Drive extending 175' to the east)

The report reviews existing conditions, proposes feasible improvements, estimates project costs, discusses project implementation, and presents conclusions and recommendations for the project areas as required by the Minnesota Chapter 429 assessment process.

Alex Bitter of WIDSETH will present the results of the Feasibility Report.

The report will be utilized to prepare for the Improvement Hearing scheduled for 6:00 pm on November 7, 2024. In accordance with the requirements of Minnesota Statute 429, the City Council must conduct an Improvement Hearing on the making of the proposed improvements. Public notice of the Improvement Hearing will be published in the Brainerd Dispatch and mailed to affected property owners. The purpose of the Improvement Hearing is for the Council to receive input from property owners regarding questions or concerns with project or the estimated special assessment being proposed. The Council can consider a resolution ordering the improvement any time within six months after the date of the Improvement Hearing.

FINANCIAL IMPLICATIONS

There are no immediate financial implications other than the cost to prepare for and hold the Improvement Hearing. These costs will be tracked and included in the overall project cost.

STAFF RECOMMENDATIONS

The Utility Commission and Staff recommend the adoption of the attached resolution receiving the revised feasibility report and calling the improvement hearing.

COUNCIL ACTION REQUESTED

MOTION to Adopt Resolution No. 2024-081 Receiving Revised Feasibility Report and Calling the Improvement Hearing for the 2024 Mill & Overlay and Full Depth Reclamation Improvements Project Municipal Project No. 4424.

2025 COMMERCIAL FDR IMPROVEMENTS PROJECT

FEASIBILITY REPORT

7:00 P.M.
October 15, 2024

WIDSETH



1

■ PROJECT AREA



WIDSETH

LEGEND
COMMERCIAL FULL DEPTH RECLAMATION

2

■ COMMERCIAL FULL DEPTH RECLAMATION

Proposed Improvements

- Reclaim to a depth approx. 8.5.”
- Subcut and remove excess material to compact a 6” reclaimed base.
- 6” of bituminous will be constructed in three separate lifts.
- Replace existing driveways to the Right-of-Way line.
- Install new sanitary sewer manhole lids, castings and rings, catch basins, pavement markings and mailbox supports.

WIDSETH

3

■ COMMERCIAL FULL DEPTH RECLAMATION

- Audubon Way
 - Last improved in 2004 as part of the “Audubon Way Street and Utility Improvements” project and chip sealed in 2017.
 - Existing Conditions: 36’ wide roadway consists of 3.5” of bituminous and 6” of Class 5 base.
 - 2022 PASER Rating of 6 and 7.
 - Concrete median will be replaced on the north end of Audubon Way.
 - Sanitary sewer joint separation & Storm corrections
- Edgewood Drive (North of Novotny Road)
 - Last improved in 2003 as part of the “Edgewood Drive North utility and Roadway Extension” project and chip sealed in 2017.
 - Existing Conditions: 36’ wide roadway consists of 3.5” of bituminous and 5” of Class 5 base.
 - 2022 PASER Rating of 6 and 7.
 - Sanitary sewer and storm sewer corrections required.



Audubon Way, May 2024



Edgewood Drive, May 2024

WIDSETH

4

■ COMMERCIAL FULL DEPTH RECLAMATION

- Lake Forest Road
 - Last improved in 2004 as part of the “Lodge at Brainerd Lakes and Lake Forest Road” and 2006 “Commerce Region of Baxter” project.
 - Existing Conditions: 44-48’ wide roadway consists of 3.5” of bituminous and 6” of Class 5 base.
 - 2022 PASER Rating of 6 and 7.

- Whispering Woods Lane
 - Last improved in 2002 as part of the “MN 371 Frontage Roads and Whispering Woods Lane Utility Improvements.”
 - Existing Conditions: 32’ wide roadway consists of 3.5” of bituminous and 5” of Class 5 base.
 - 2022 PASER Rating of 7.



Lake Forest Road, May 2024



Whispering Woods Lane, May 2024

WIDSETH

5

■ COSTS

- Full Depth Reclamation (Commercial):
 - Total Estimated Project Costs: **\$3,160,898**
 - City Roadway: **\$44,827**
 - City Sanitary Sewer: **\$163,066**
 - Total Remaining Assessable Cost: **\$2,953,005**
 - Total Square Footage: **5,124,798**
 - Estimated Cost Per Square Foot: **\$0.5762**
 - **Benefitting Assessable Project Costs: \$2,249,268 – 71%**
 - City Cost Summary
 - City Roadway: **\$44,827**
 - City Sanitary Sewer: **\$163,066**
 - City Assessment: **\$703,737**
 - **Total Estimated City Cost: \$911,630 – 29%**

WIDSETH

■ Costs associated with the residential portion will be moved to the 2026 project.

6

■ PROJECT SCHEDULE

- Staff Review – March 2024
- Review and Recommendation to Approve Feasibility Report – Utility Commission Meeting – August 8, 2024
- Review and Resolution Receiving Feasibility Report and Calling for Improvement Hearing – City Council Meeting – October 2, 2024
- **Review and Resolution Receiving Feasibility Report and Calling for Improvement Hearing – City Council Meeting – October 15, 2024**
- Improvement Hearing – November 7, 2024
- Start Plans and Specifications Preparation - November – December 2024
- Review Plans and Specifications – Utility Commission Meeting – January 8, 2025

WIDSETH

7

■ Questions?

WIDSETH

8

**CITY OF BAXTER, MINNESOTA
RESOLUTION NO. 2024-081**

**RESOLUTION RECEIVING REVISED FEASIBILITY REPORT AND CALLING
HEARING ON IMPROVEMENTS FOR THE 2025 COMMERCIAL FULL DEPTH
RECLAMATION IMPROVEMENTS PROJECT, MUNICIPAL PROJECT NUMBER
4425**

WHEREAS, pursuant to a resolution the council adopted October 15, 2024 a report has been prepared by Widseth with reference to Improvement No. 4425, the improvement of the following:

- Audubon Way
- Edgewood Drive (north of Novotny Road)
- Lake Forest Road
- Whispering Woods Lane (west of Pearl Drive extending 175' to the east)

and this report was received by the council on August 20, 2024; and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate the individual assessments for affected parcels.

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

1. The council will consider the improvements of such streets and project area in accordance with the report and the assessment of abutting for all or a portion of the cost of the improvements pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvements of \$3,160,898.72.
2. A public hearing shall be held on such proposed improvements on Thursday, November 7, 2024 in the council chambers of the city hall at 6:00 p.m. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

Whereupon, said Resolution is hereby declared adopted on this 15th day of October, 2024.

Darrel Olson, Mayor

ATTEST

Kelly Steele, Asst. City Administrator/Clerk

City Seal

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

2025 COMMERCIAL FULL DEPTH RECLAMATION IMPROVEMENTS PROJECT

MUNICIPAL PROJECT NO. 4425

FEASIBILITY REPORT

Council Approval Date: _____

Prepared for
City of Baxter

WIDSETH No. 2024-10233

2025 COMMERCIAL FULL DEPTH RECLAMATION IMPROVEMENTS PROJECT

MUNICIPAL PROJECT NO. 4425

FEASIBILITY REPORT

Prepared for
City of Baxter

WIDSETH No. 2024-10233

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Alex Bitter
Professional Engineer

57744
License Number

Date

CS

2025 COMMERCIAL FULL DEPTH RECLAMATION IMPROVEMENTS PROJECT

MUNICIPAL PROJECT NO. 4425

FEASIBILITY REPORT

TABLE OF CONTENTS

Certification Sheet..... CS
 Table of Contents..... 1
 Statement of Purpose 2
 Existing Conditions 4
 Proposed Improvements..... 26
 Estimated Project Costs 40
 Project Implementation 42
 Conclusions and Recommendations 45

LIST OF FIGURES

Figure 1 Project Area 3

APPENDICES

Existing Typical Section Sheets Appendix A
 Proposed Typical Section Sheets Appendix B
 Engineers Estimate & Assessment Calculations Appendix C
 Parcel Split Practicality Exhibits Appendix D
 Project Schedule Appendix E
 Jetting & Televising Summary Appendix F

STATEMENT OF PURPOSE

The purpose of this Report is to review the feasibility of improving various roadway segments within the municipal limits as part of the City of Baxter's ongoing pavement management program. Residential and commercial roadways are scheduled for maintenance improvements in 2025. On October 15, 2024, the City Council authorized Widseth to complete a Feasibility Report relative to these improvements.

Commercial Full Depth Reclamation:

- Audubon Way in its entirety.
- Edgewood Drive (North of Novotny Road).
- Lake Forest Road in its entirety.
- Whispering Woods Lane (west of Pearl Drive extending 175' to the east).

This Report will review existing conditions, propose feasible improvements, estimate project costs, discuss project implementation, and present conclusions and recommendations for the Project Area. The Project Areas are shown in Figure 1.



LEGEND

 **COMMERCIAL FULL DEPTH RECLAMATION**

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: JULY 2024
SCALE: AS SHOWN
DRAWN BY: AMM
CHECKED BY: ADB
JOB NUMBER:

2025 COMMERCIAL FULL DEPTH RECLAMATION
CITY OF BAXTER
BAXTER, MINNESOTA
PROJECT LOCATION MAP

EXISTING CONDITIONS

Commercial Full Depth Reclamation

Audubon Way

Audubon Way is a loop that runs east along T.H. 371. The roadway is approximately 1,926 feet in length. This project area is zoned C2, regional commercial and is located within a 66-foot-wide platted right-of-way. The roadway corridor was last improved in 2004 as part of the “Audubon Way Street and Utility Improvements.” The project included construction of gravity sanitary sewer, watermain and urban roadway section.

Audubon Way is 36’ wide with two-18’ driving lanes. The pavement section consists of 3.5” bituminous and 6” of class 5 base and has curb and gutter running along both sides of the road. This roadway does not meet the City standard of a 10-ton roadway. The curb and gutter is in fair condition with only the areas around the catch basins that show signs of failure. In 2022 the roadway was given a PASER Rating of 6 and 7. The PASER evaluates the pavement condition regarding longitudinal and lateral cracking of the bituminous. In 2017, the road was chip sealed. This chip sealing is linked to bituminous stripping. There are multiples signs of stripping that has been patched over. The stripping has been shown to move quickly through the entire bituminous section if not removed as signs of stripping starts.

There is a concrete median that is on the north end of Audubon Way that connects to TH 371. This median is in good condition, but it is only 4” in thickness. In order to make the proposed improvements to the roadway, this median will need to be removed and replaced with a thicker median. The reason for this is because during the rehabilitation of the roadway, it is likely the median could be pushed or damaged during construction and would need to be replaced as a result of that.

This area has a storm sewer system that was constructed as part of the 2004 Audubon Way Street and Utility Improvements. There are two stormwater basins at the south end of the road. These storm basins likely need to be cleaned out and restored to the original volume. The storm sewer piping was televised as part of this project and joint separation was discovered in a concentrated area of the pipe. There were sections of pipe that could not be televised because the stormwater pond and pipe were full of water. At each catch basin, there are signs of settling of the pavement. This settling is typically caused by a seal failure in the adjusting rings.

This area is served by an 8” and 10” PVC sanitary sewer that was constructed as part of the 2004 Audubon Way Street and Utility Improvements. Televising has been completed as part of this project, and no issues with the pipe have been determined. The manhole lids need repair and require new rings and castings.

This area is also served by an 8” and 12” PVC watermain that was constructed as part of the 2004 Audubon Way Street and Utility Improvements. This area of watermain was not shown on the 2019 Watermain Fitting Review Report or the 2019 Hydrant Installation Year Review Report that needs corrective work or exploratory excavations.



4



Edgewood Drive (North of Novotny Road)

This section of Edgewood Drive is north of Novotny Road and west of T.H. 371. The roadway is approximately 4,015 feet in length. This project area is zoned C2, regional commercial and PUD, planned unit development. The roadway is located with a 66-foot-wide platted right-of-way. The roadway corridor was last improved in 2003 as part of the “Edgewood Drive North Utility and Roadway Extension.” The project included construction of gravity sanitary sewer, forcemain, watermain, storm sewer and urban roadway section.

Edgewood Drive is 36’ wide with two-18’ driving lanes. The pavement section consists of 3.5” bituminous and 5” of class 5 base. This roadway does not meet the City standard of a 10-ton roadway. A portion of the roadway had curb and gutter and the remaining portion does not. The curb and gutter is in fair condition with only a few areas that show signs of failure. In 2022 the roadway was given a PASER Rating of 6 and 7. The PASER evaluates the pavement condition regarding longitudinal and lateral cracking of the bituminous. In 2017, the road was chip sealed. This chip sealing is linked to bituminous stripping. There are multiples signs of stripping that has been patched over. The stripping has been shown to move quickly through the entire bituminous section if not removed as signs of stripping starts.

This area has a storm sewer system that was constructed as part of the 2004 Edgewood Drive North Utility and Roadway Extension. There are two stormwater basins at the south end of the road. These storm basins likely need to be cleaned out and restored to the original volume. The storm sewer piping was televised as part of this project and a circumferential crack located between SWHM-158 and SWMH-159 was found along with an infiltration stain on the pipe. There is also a grade 4 broken concrete support in this system. Throughout the road, the catch basins are different styles, and some do not meet the City standard. The catch basins will be updated to meet the city standard.

This area is served by a 10” PVC sanitary sewer and 6” HDPE forcemain that was constructed as part of the 2004 Edgewood Drive North Utility and Roadway Extension. Televising has been completed as part of this project and mid-pipe staining was found on northern sections of the road indicating backup issues. There is also evidence of leaking at a service tap saddle. Manhole lids will need repair and require new rings and castings.

This area is also served by a 10” PVC watermain that was constructed as part of the 2004 Edgewood Drive North Utility and Roadway Extension. This area of watermain was not shown on the 2019 Watermain Fitting Review Report or the 2019 Hydrant Installation Year Review Report that needs corrective work or exploratory excavations.



Lake Forest Road

Lake Forest Road is a dead-end road west of T.H. 371. The roadway is approximately 1,726 feet in length. This project area is zoned C2, regional commercial and is located within a varying width right-of-way. The roadway corridor was last improved in 2004 as part of “The Lodge at Brainerd Lakes and Lake Forest Road” project and in 2006 as part of the “Commerce Region of Baxter” project. The projects included construction of gravity sanitary sewer, watermain and urban roadway section.

Lake Forest Road is 48’ wide with four-12’ driving lanes in the first section west of T.H. 371 and 44’ wide with 2-15’ driving lanes and a 14’ shared turn lane in the last section. The pavement section consists of 3.5” bituminous and 6” of class 5 base. This roadway does not meet the City standard of a 10-ton roadway. In 2022 the roadway was given a PASER Rating of 6 and 7. The PASER evaluates the pavement condition regarding longitudinal and lateral cracking of the bituminous. Along with the cracking there are areas that consist of stripping of the bituminous, patching from construction entrances and curb issues. The stripping has been shown to move quickly through the entire bituminous section if not removed as signs of stripping starts.

This area is served by a storm sewer system that was constructed in 2004 as part of “The Lodge at Brainerd Lakes and Lake Forest Road” project and in 2006 as part of the “Commerce Region of Baxter” project. The storm sewer pipe was televised as part of this project and there is a circumferential crack and mid-pipe staining indicating past backups. Throughout the road, the catch basins are different styles, and some do not meet the City standard. The catch basins on this road will be replaced with the same style currently in use.

This area is served by a 10” PVC sanitary sewer that was constructed in 2004 as part of “The Lodge at Brainerd Lakes and Lake Forest Road” project and in 2006 as part of the “Commerce Region of Baxter.” Televising has been completed as part of this project and evidence of mid-pipe staining occurs between SSMH-418 and SSMH-411. The manhole lids also need repair and require new rings and castings.

This area is also served by a 12” PVC watermain that was constructed in 2004 as part of “The Lodge at Brainerd Lakes and Lake Forest Road” project and in 2006 as part of the “Commerce Region of Baxter” project. This area of watermain was not shown on the 2019 Watermain Fitting Review Report or the 2019 Hydrant Installation Year Review Report that needs corrective work or exploratory excavations.



Whispering Woods Lane (west of Pearl Drive extending 175' to the east)

This section of Whispering Woods Lane runs from the intersection of Pearl Drive to the end of the commercial section of the road. The section is approximately 174 feet in length. right-of-way. There is no trail associated with this road. The roadway corridor was constructed in 2002 as part of the "2002 MN 371 Frontage Roads and Whispering Woods Lane Utility Improvements." The project included construction of gravity sanitary sewer, watermain and urban roadway section.

Whispering Woods Lane is 32' wide with two-16' driving lanes. The pavement section consists of 3.5" bituminous and 5" of Class 5 base. This roadway does not meet the City standard of a 10-ton roadway. In 2022 the roadway was given a PASER Rating of 7. The PASER evaluates the pavement condition regarding longitudinal and lateral cracking of the bituminous. Along with the cracking there are areas that consist of potholes.

This area is served by a storm sewer system that was constructed as part of the 2002 MN 371 Frontage Roads and Whispering Woods Lane Utility Improvements.

This area is served by a 10" PVC sanitary sewer that was constructed as part of the 2002 MN 371 Frontage Roads and Whispering Woods Lane Utility Improvements. Televising has not been completed on this road as part of the project, so any issues with the pipe have not been determined. The manhole lids need repair and require new rings and castings.

This area is also served by a 10" PVC watermain that was constructed as part of the 2002 MN 371 Frontage Roads and Whispering Woods Lane Utility Improvements. This area of watermain was not shown on the 2019 Watermain Fitting Review Report or the 2019 Hydrant Installation Year Review Report that needs corrective work or exploratory excavations.



PROPOSED IMPROVEMENTS

Commercial Full Depth Reclamation

Audubon Way

In 2022, Audubon Way was rated a 6 and 7 on the PACER scale. This means that the road is showing signs of aging and needs rehabilitation. Stripping is moderate to severe; block cracking is appearing, and longitudinal cracks are beginning to form near the edges. Audubon Way has areas of bituminous that are stripping, deteriorating patching from construction entrances, curb issues and does not meet current City 10-ton design standards. The City of Baxter has determined that commercial and industrial roadways should meet 10-ton design requirements to better handle heavy commercial traffic commonly associated with commercial and industrial development and provide long-term benefit to area property owners. This road is proposed to be reconstructed utilizing full depth reclamation (FDR) and curb replacement around the catch basins and in select areas.

The benefits of the FDR process include the reduction of reflective cracking, longer pavement life (typically 20 years with proper maintenance), improved ride, reduced maintenance costs and a 10-ton design strength roadway, meeting City requirements. FDR uses a self-propelled pulverizing machine to grind the entire pavement section and a portion of the underlying gravel base material in place. This process destroys all existing pavement cracks and homogenizes the material into a usable aggregate base platform on which to pave a new bituminous surface.

FDR of the top 8.5" of the pavement and base section will be completed. Once the material is reclaimed it will be removed and a sub-cut of 2.5" will be completed. This is done to maintain the current elevation of the roadway. Once the subgrade elevation is established, the reclaim material will be put back and compacted into a 6" base. The bituminous will be placed 6" in depth and will be constructed in three separate lifts.

Sanitary sewer improvements along Audubon Way include removal and replacement of the sanitary sewer manhole lids, castings, and rings. There is an area along the south side of the road with notable joint separation where the pipe will be removed and replaced.

Storm sewer improvements along Audubon Way include removal and replacement of the storm castings and curb boxes.

Other improvements to Audubon Way include replacing existing driveways to the ROW line, installing new pavements markings and removal and replacement of mailbox supports.

Proposed improvements to Audubon Way are shown on the typical section pages.

Edgewood Drive (North of Novotny Road)

In 2022, this section of Edgewood Drive was rated a 5 on the PACER scale. This means that the road needs rehabilitation. Stripping is moderate to severe; block cracking is appearing, and longitudinal cracks are beginning to form near the edges. Edgewood Drive has areas of bituminous that are stripping, deteriorating patching from construction entrances, curb issues and does not meet current City 10-ton design standards. The City of Baxter has determined that commercial and industrial roadways should meet 10-ton design requirements to better handle heavy commercial traffic commonly associated with commercial and industrial development and provide long-term benefit to area property owners. This road is proposed to be reconstructed utilizing full depth reclamation (FDR) and curb replacement around the catch basins and in select areas.

The benefits of the FDR process include the reduction of reflective cracking, longer pavement life (typically 20 years with proper maintenance), improved ride, reduced maintenance costs and a 10-ton design strength roadway, meeting City requirements. FDR uses a self-propelled pulverizing machine to grind the entire pavement section and a portion of the underlying gravel base material in place. This process destroys all existing pavement cracks and homogenizes the material into a usable aggregate base platform on which to pave a new bituminous surface.

FDR of the top 7.5" of the pavement and base section will be completed. Once the material is reclaimed it will be removed and a sub-cut of 3.5" will be completed. This is done to maintain the current elevation of the roadway. Once the subgrade elevation is established, the reclaim material will be put back and compacted into a 6" base. The bituminous will be placed 6" in depth and will be constructed in three separate lifts.

Sanitary sewer improvements along Edgewood Drive include removal and replacement of the sanitary sewer manhole lids, castings, and rings.

Storm sewer improvements along Edgewood Drive include removal and replacement of the storm castings and curb boxes. The circumferential crack located between SWMH-158 and SWMH-159 needs to be investigated further and the broken concrete support needs to be replaced.

Other improvements to Edgewood Drive include replacing existing driveways to the ROW line, installing new pavements markings and removal and replacement of mailbox supports.

Proposed improvements to Edgewood Drive are shown on the typical section pages.

Lake Forest Road

In 2022, Lake Forest Road was rated a 6 and 7 on the PACER scale. This means that the road is showing signs of aging and needs rehabilitation. Stripping is moderate to severe; block cracking is appearing, and longitudinal cracks are beginning to form near the edges. Lake Forest Road has areas of bituminous that are stripping, deteriorating patching from construction entrances, curb issues and does not meet current City 10-ton design standards. The City of Baxter has determined that commercial and industrial roadways should meet 10-ton design requirements to better handle heavy commercial traffic commonly associated with commercial and industrial development and provide long-term benefit to area property owners. This road is proposed to be reconstructed utilizing full depth reclamation (FDR) and curb replacement around the catch basins and in select areas.

The benefits of the FDR process include the reduction of reflective cracking, longer pavement life (typically 20 years with proper maintenance), improved ride, reduced maintenance costs and a 10-ton design strength roadway, meeting City requirements. FDR uses a self-propelled pulverizing machine to grind the entire pavement section and a portion of the underlying gravel base material in place. This process destroys all existing pavement cracks and homogenizes the material into a usable aggregate base platform on which to pave a new bituminous surface.

FDR of the top 8.5" of the pavement and base section will be completed. Once the material is reclaimed it will be removed and a sub-cut of 2.5" will be completed. This is done to maintain the current elevation of the roadway. Once the subgrade elevation is established, the reclaim material will be put back and compacted into a 6" base. The bituminous will be placed 6" in depth and will be constructed in three separate lifts.

Sanitary sewer improvements along Lake Forest Road include removal and replacement of the sanitary sewer manhole lids, castings, and rings.

Storm sewer improvements along Lake Forest Road include removal and replacement of the storm castings and curb boxes. The circumferential crack in the storm pipe needs to be investigated further.

Other improvements to Lake Forest Road include replacing existing driveways to the ROW line, installing new pavements markings and removal and replacement of mailbox supports.

Proposed improvements to Lake Forest Road are shown on the typical section pages.

Whispering Woods Lane (west of Pearl Drive extending 175' to the east)

In 2022, this section of Whispering Woods Lane was rated a 7 on the PACER scale. This means that the road is showing signs of aging and needs rehabilitation. Whispering Woods Lane has areas of bituminous that are stripping at approximately ½" in depth, numerous potholes and does not meet current City 10-ton design standards. The City of Baxter has determined that commercial and industrial roadways should meet 10-ton design requirements to better handle heavy commercial traffic commonly associated with commercial and industrial development and provide long-term benefit to area property owners. This road is proposed to be reconstructed utilizing full depth reclamation (FDR) and curb replacement.

The benefits of the FDR process include the reduction of reflective cracking, longer pavement life (typically 20 years with proper maintenance), improved ride, reduced maintenance costs and a 10-ton design strength roadway, meeting City requirements. FDR uses a self-propelled pulverizing machine to grind the entire pavement section and a portion of the underlying gravel base material in place. This process destroys all existing pavement cracks and homogenizes the material into a usable aggregate base platform on which to pave a new bituminous surface.

FDR of the top 8.5" of the pavement and base section will be completed. The FDR material will need to be removed and 3.5" of subgrade material will be removed. This is done to maintain the current elevation of the roadway. Once the subgrade elevation is established, 6" of reclaim material will be placed and compacted. The bituminous will be placed 6" in depth and will be constructed in three separate lifts.

Sanitary sewer improvements along this section of Whispering Woods Lane include removal and replacement of the sanitary sewer manhole lids, castings, and rings.

Storm sewer improvements along this section of Whispering Woods Lane include removal and replacement of the storm castings and curb boxes.

Other improvements to Whispering Woods Lane include replacing existing driveways to the ROW line, installing new pavements markings and removal and replacement of mailbox supports.

Proposed improvements to Whispering Woods Lane are shown on the typical section pages.

Do Nothing Option

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

ESTIMATED PROJECT COSTS

Estimated project costs for the proposed improvements are summarized below:

Full Depth Reclamation (Commercial)

Assessable Roadway:	\$2,553,964
City Roadway:	\$44,827
City Sanitary Sewer:	\$163,066
Sanitary Sewer:	\$99,436
Storm Sewer:	\$256,466
Watermain:	<u>\$43,139</u>
Subtotal:	\$3,160,898

ESTIMATED TOTAL PROJECT COST: \$3,160,898

The costs estimated herein are intended to convey a general and approximate picture of the costs that would probably be incurred today in carrying out the proposed work. Costs can vary widely depending upon many factors such as weather, economic conditions, size of project, and the workload of available contractors. Actual costs can only be determined by bidding the project. Detailed breakdowns of the estimates are provided in the Appendix. Costs estimated above include estimated construction costs, 15% contingencies, and soft costs including engineering, administration, financing, and legal fees.

The costs are calculated in 2024 dollars and need to be updated in the future based on the current economic conditions at the time the project is being considered.

The Engineer’s Estimate is located in Appendix C.

PROJECT IMPLEMENTATION

Full Depth Reclamation (Commercial)

In accordance with City policy, 100% of full depth reclamation improvement costs, up to 44' in width, in "commercial" areas, are assessed to the adjacent benefitting properties. Zoning districts included in this "commercial" assessment category include C1, C2 and I. In accordance with past practice, the front footage assessment method was selected. Assessments are calculated by dividing the total assessable project cost by the total assessable frontage. The assessable frontage is based on the length as calculated at the building set back line which is 35' in commercial zoning districts.

Costs for roadway improvements in excess of 44' are considered to be City costs.

Based on the above methodology and assumptions, the following were determined:

<u>Total Estimated Project Costs:</u>	<u>\$3,160,898</u>
City Roadway:	\$44,827
City Sanitary Sewer:	\$163,066
Total Assessable Costs:	\$2,953,005
Total Square Footage:	5,124,798
Per Square Foot Assessment:	\$0.5762

In accordance with City policy, assessments for full depth reclamation projects are collected over a 12-year term. The interest rate would be set at 1.5% above the True Interest Cost rate on the bond issue. Interest would also be added based on the number of days between when the assessment is adopted by the Council and the end of the calendar year in which the assessment is certified.

Detailed assessment rate calculations and estimated individual assessments are included in Appendix C.

CONCLUSIONS AND RECOMMENDATIONS

This Report has studied the feasibility of roadway improvements and other related work for the following roadway segments:

Commercial Full Depth Reclamation:

- Audubon Way in its entirety.
- Edgewood Drive (North of Novotny Road).
- Lake Forest Road in its entirety.
- Whispering Woods Lane (west of Pearl Drive extending 175' to the east).

Commercial Area - Full Depth Reclamation

The commercial FDR area includes the mentioned roads. In accordance with the 2021 Pavement Management Plan, FDR is the recommended reconstruction technique. Other improvements include replacing existing driveways to the right-of-way line, manhole and casting replacements, trail, and crossings renovations to be ADA compliant, and mailbox replacement.

Assessments were calculated using the Square Footage Assessment Method and are estimated to be \$0.6080 per square foot.

Total Project Area Cost Summary

Estimated Total Project Cost: \$3,160,898

Estimated Assessable Project Costs

Benefitting Property Assessments: \$2,249,268 71%

City Cost Summary

City Roadway: \$44,827

City Sanitary Sewer: 163,066

City Assessment: \$703,737

Total Estimated City Cost: \$911,630 29%

In conclusion, we believe the proposed improvements are feasible and we do not foresee any major problems other than normal inconveniences associated with construction such as noise, and traffic disturbance. These situations would be temporary in nature, and we would anticipate the construction would last approximately 3 months depending on the contractor, weather, and other factors.

We recommend the City proceed as follows:

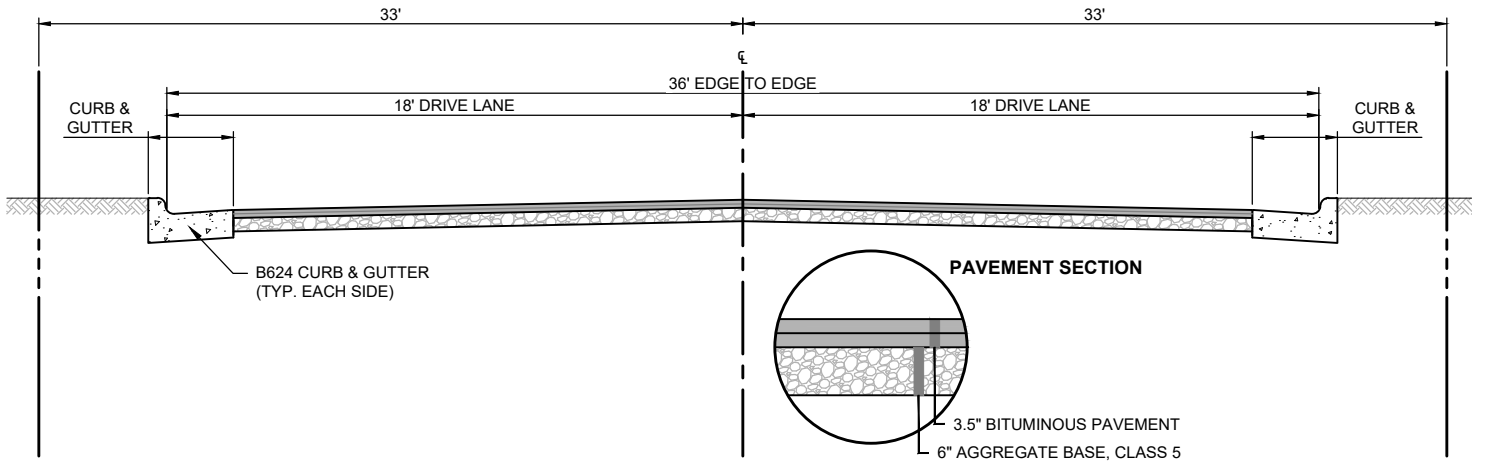
1. Utilities Commission review of feasibility report, plans, and specifications.
2. City Council review and approval of feasibility report and plans and specifications.
3. Advertise the project for public bidding.
4. Hold Improvement Hearing.
5. Review bids and update project costs and assessments.
6. Prepare final costs and assessments and schedule the Assessment Hearing.
7. Conduct Assessment Hearing and adopt assessment roles.
8. Award the construction contract.
9. Construction of the project.

APPENDICES

- Appendix A
 - Existing Typical Section Sheets
- Appendix B
 - Proposed Typical Section Sheets
- Appendix C
 - Engineers Estimate and Assessment Calculations
- Appendix D
 - Parcel Split Practicality Exhibits
- Appendix E
 - Project Schedule
- Appendix F
 - Jetting & Televising Summary

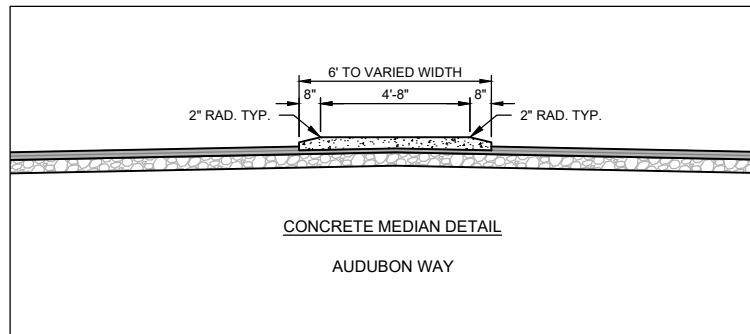
Appendix A

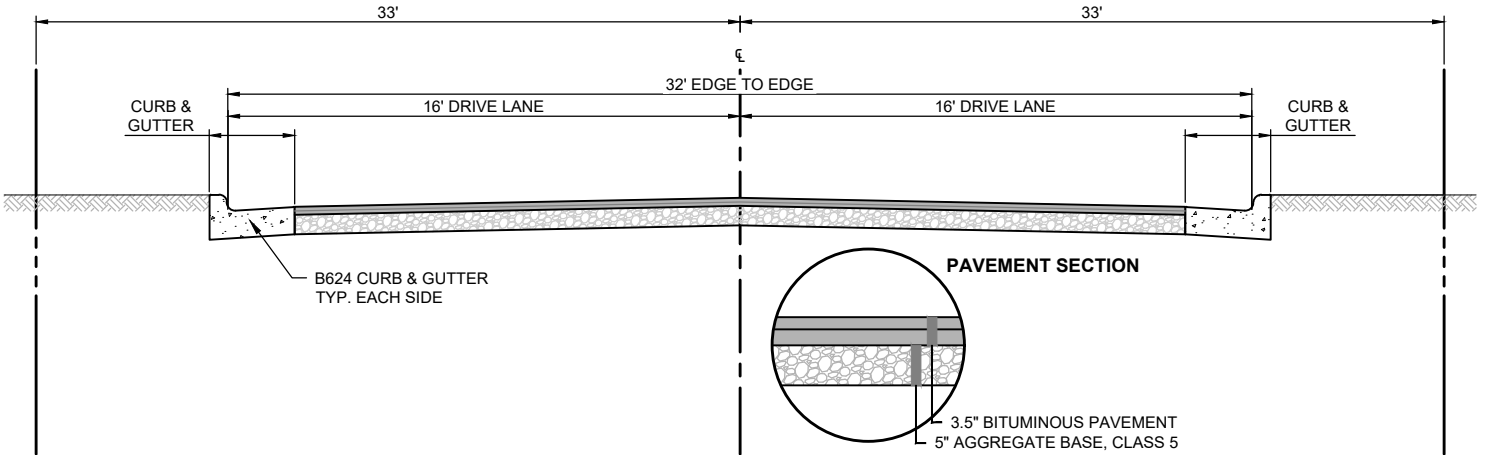
Existing Typical Section Sheets



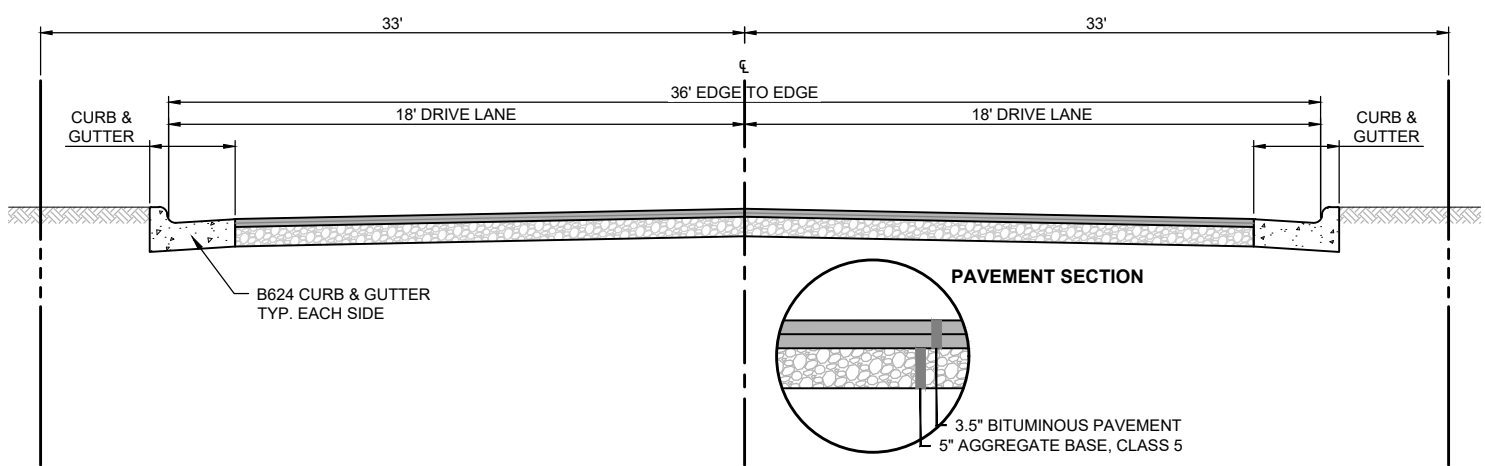
EXISTING TYPICAL SECTION

AUDUBON WAY





EXISTING TYPICAL SECTION
WHISPERING WOODS LANE



EXISTING TYPICAL SECTION
EDGEWOOD DRIVE (NORTH OF NOVONTY ROAD)

DATE	REV#	REVISIONS DESCRIPTION	BY

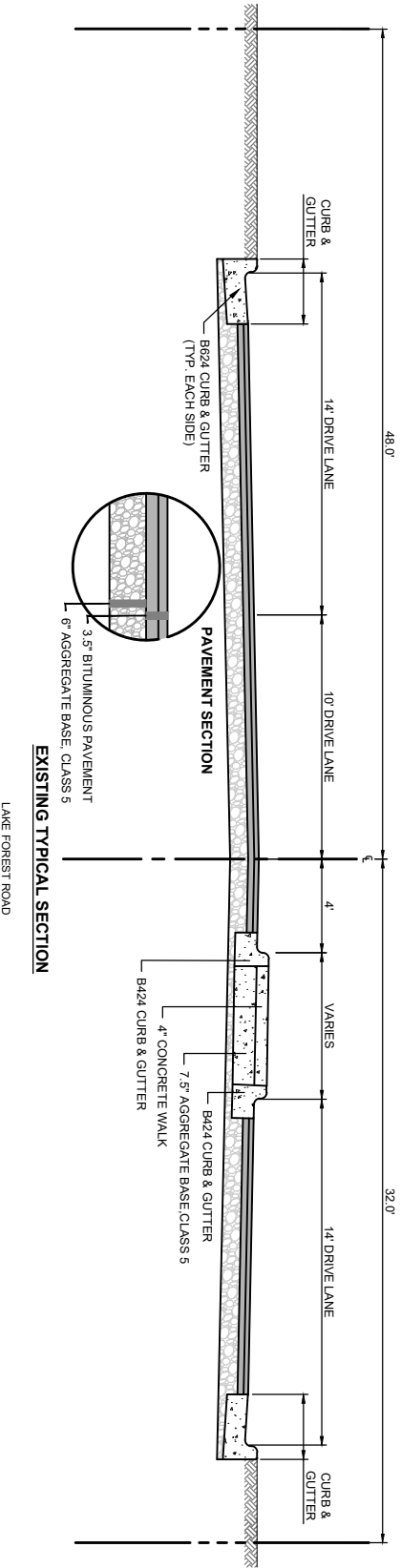
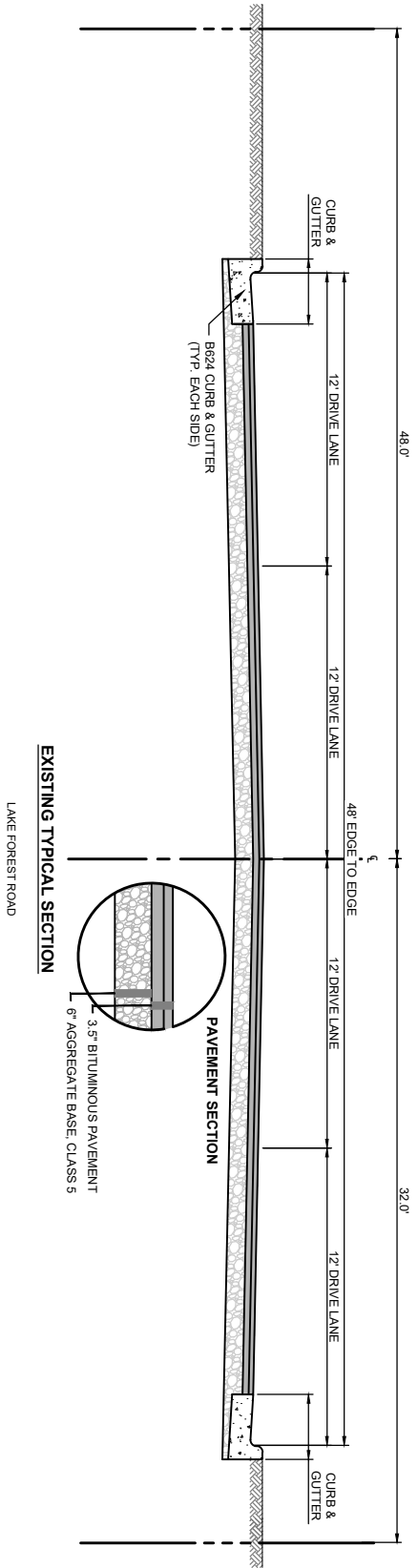
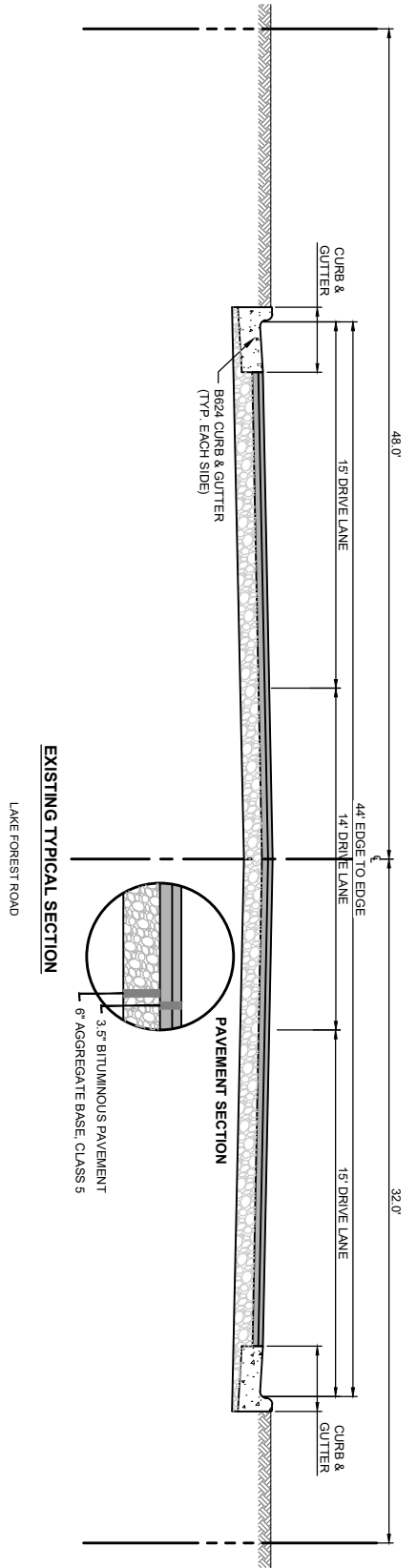


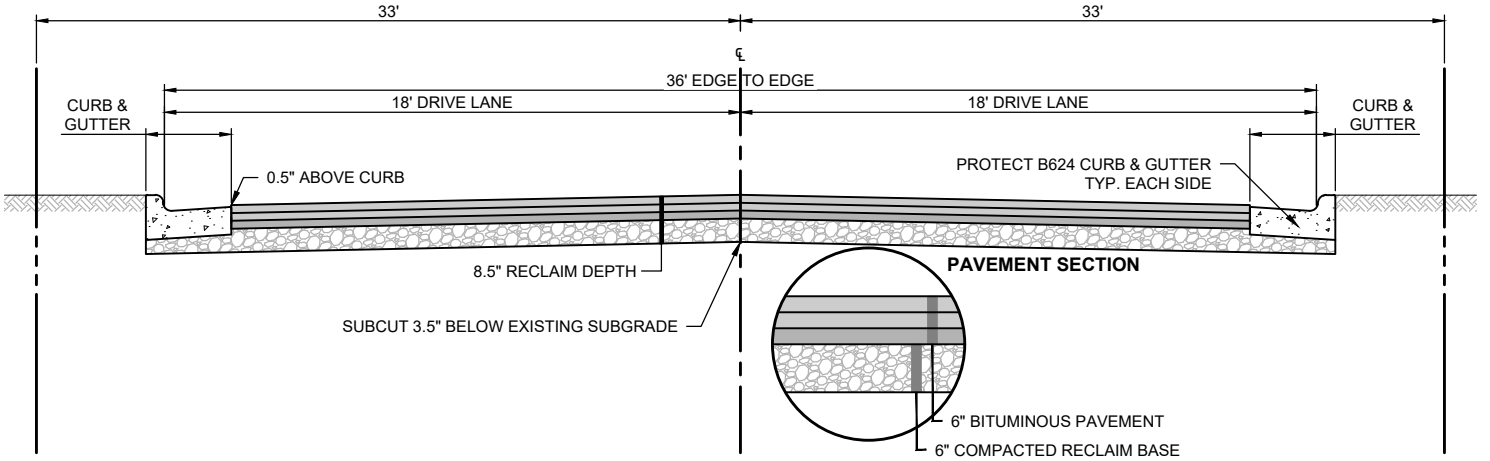
TABLE 1: REVISIONS

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: JUNE 2024
SCALE: AS SHOWN
DRAWN BY: AMM
CHECKED BY: ADB
JOB NUMBER: 2024-10233

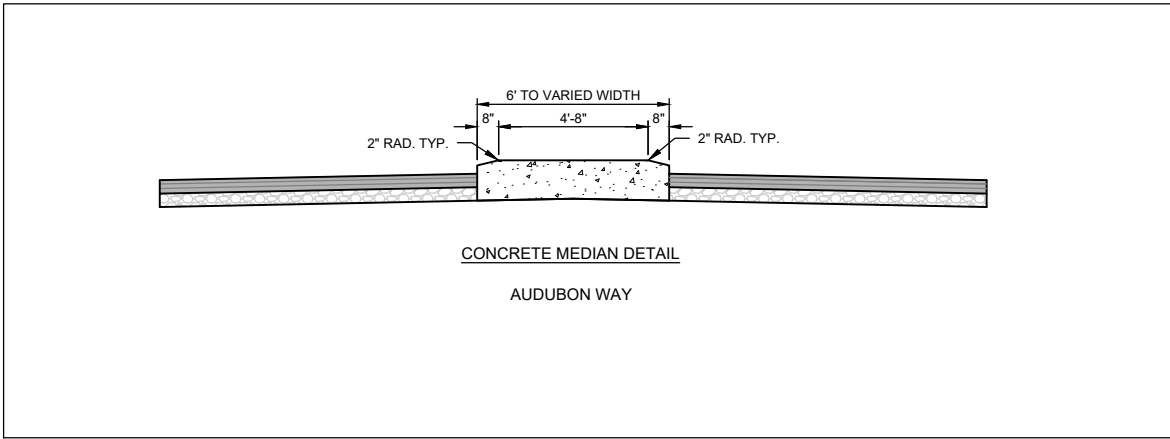
Appendix B

Proposed Typical Section Sheets



PROPOSED TYPICAL SECTION

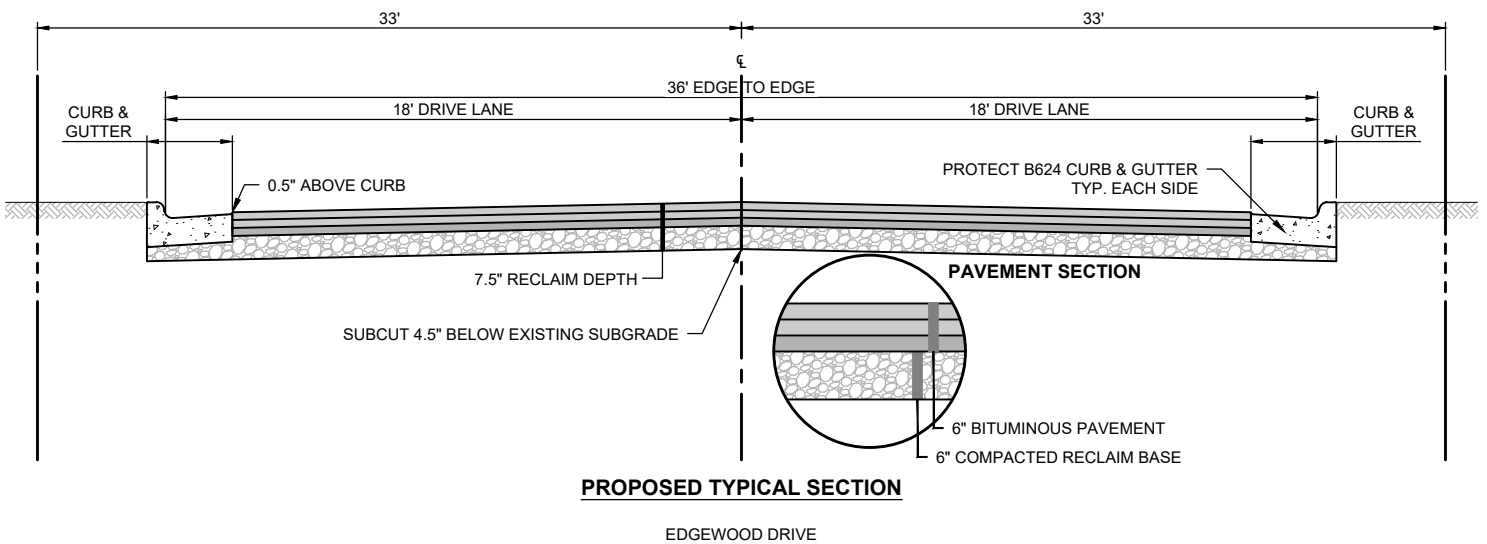
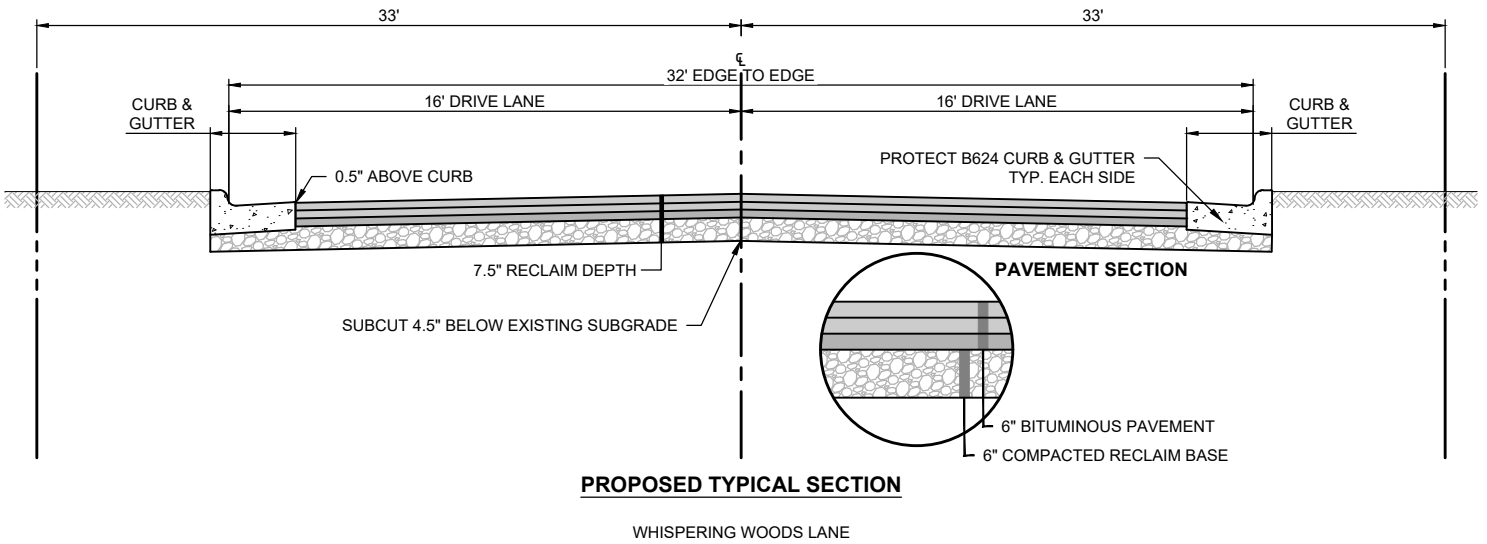
AUDUBON WAY



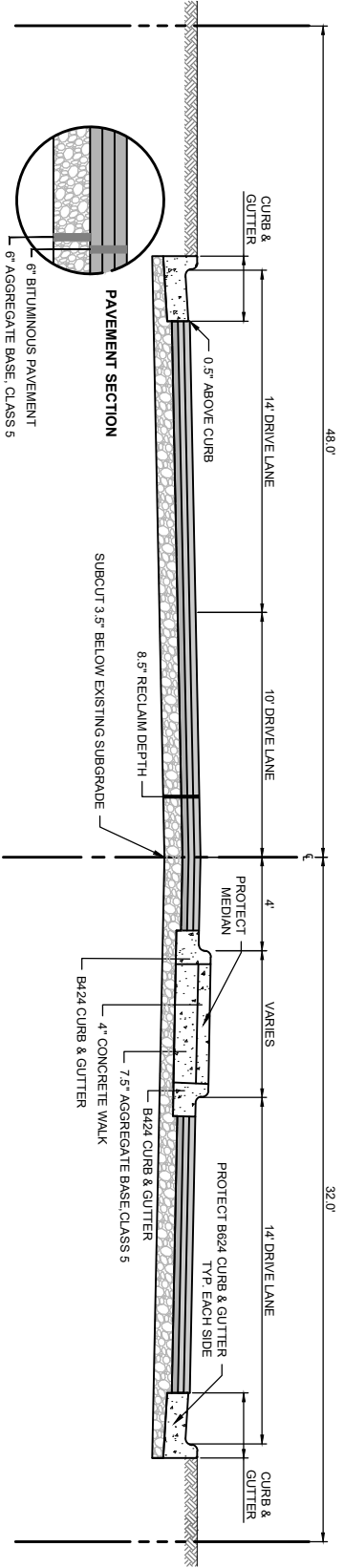
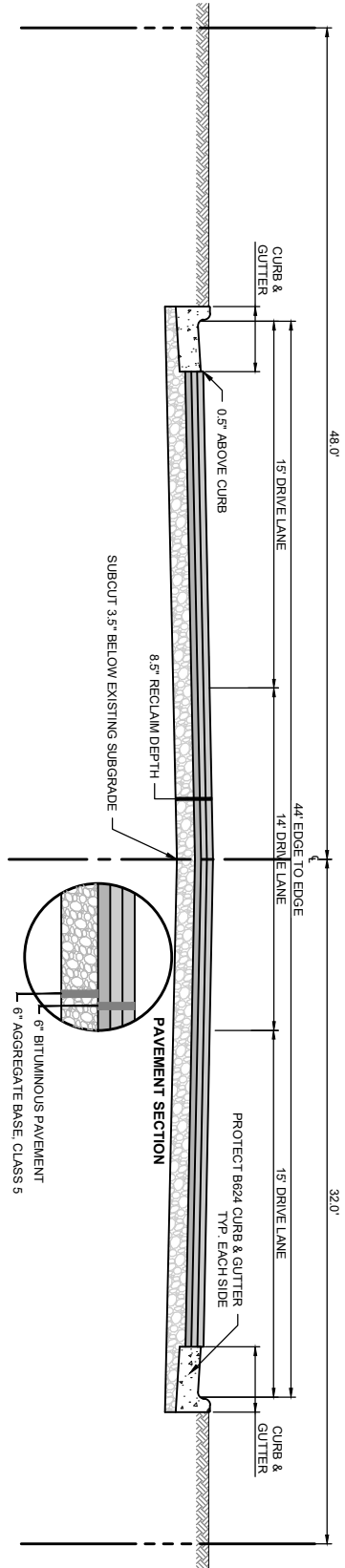
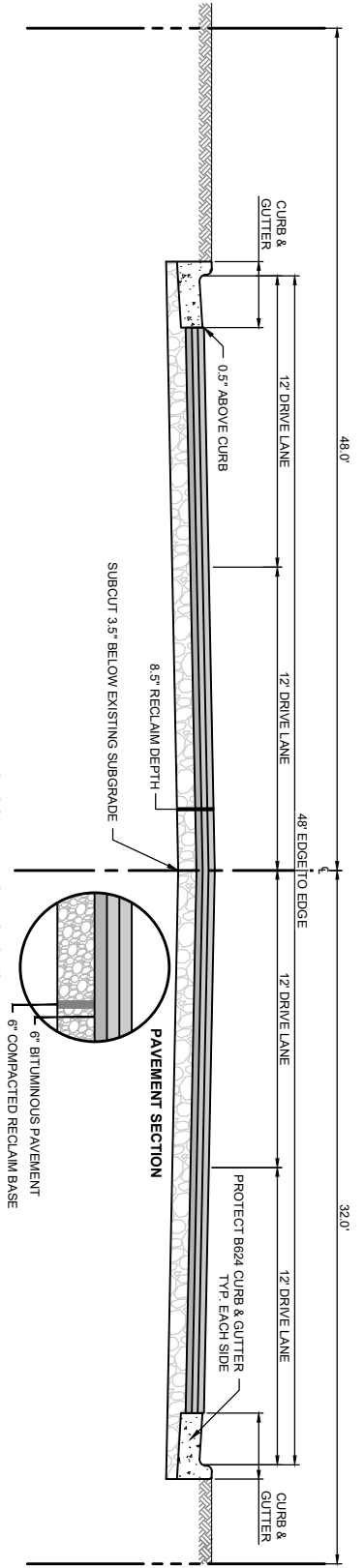
CONCRETE MEDIAN DETAIL

AUDUBON WAY

DATE	REV#	REVISIONS DESCRIPTION	BY



DATE	REV#	REVISIONS DESCRIPTION	BY



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

DATE	REV#	REVISIONS DESCRIPTION	BY

ALEX D. BITTER DATE: ###/###/### LIC. NO. 57744

DATE: JUNE 2024
SCALE: AS SHOWN
DRAWN BY: AMM
CHECKED BY: ADB
JOB NUMBER: 2024-10233

Appendix C

Engineer's Estimate & Assessment Calculations

2025 MILL & OVERLAY AND FULL DEPTH RECLAMATION IMPROVEMENTS PROJECT
ENGINEER'S ESTIMATE AND ASSESSMENT CALCULATIONS
BAXTER, MN
 Monday, August 5, 2024

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	2021.501	MOBILIZATION	LUMP SUM	\$105,000.00
2	2104.502	REMOVE CASTING (SANITARY)	EACH	\$95.00
3	2104.502	REMOVE CASTING (STORM)	EACH	\$95.00
4	2104.502	REMOVE SIGN	EACH	\$40.00
5	2104.502	REMOVE GATE VALVE BOX TOP	EACH	\$100.00
6	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	\$150.00
7	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$6.00
8	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$4.00
9	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$30.00
10	2104.503	REMOVE CURB & GUTTER	LIN FT	\$4.00
11	2104.503	REMOVE CONCRETE MEDIAN	SQ YD	\$10.00
12	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00
13	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT 8"	SQ YD	\$6.50
14	2104.601	SALVAGE AGGREGATE (LV)	CU YD	\$7.00
15	2105.607	COMMON EXCAVATION	CU YD	\$12.00
16	2105.607	COMMON EMBANKMENT	CU YD	\$10.00
17	2106.609	INSTALL SALVAGED AGGREGATE (CV)	CU YD	\$14.00
18	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$300.00
19	2123.510	COMMON LABORERS	HOUR	\$100.00
20	2123.610	SKID LOADER	HOUR	\$145.00
21	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HOUR	\$200.00
22	2215.504	FULL DEPTH RECLAMATION 7.5"	SQ YD	\$1.55
23	2215.504	FULL DEPTH RECLAMATION 8.5"	SQ YD	\$1.55
24	2302.604	BITUMINOUS COMMERCIAL DRIVEWAY REPLACEMENT 8"	SQ YD	\$45.00
25	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$85.00
26	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$80.00
27	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	\$70.00
28	2503.503	10" PVC PIPE SEWER	LIN FT	\$85.00
29	2503.603	8" PIPE SEWER	LIN FT	\$60.00
30	2503.603	REPAIR CRACKED PIPE SPECIAL	EACH	\$2,500.00
31	2503.603	CLEAN AND VIDEO TAPE STORM SEWER PIPE	LIN FT	\$3.60
32	2503.603	CLEAN AND VIDEO TAPE SEWER	LIN FT	\$1.80
33	2504.602	ADJUST CURB STOP	EACH	\$250.00
34	2504.602	INSTALL GATE VALVE BOX TOP	EACH	\$400.00
35	2504.602	VALVE BOX MID SECTION	EACH	\$450.00
36	2506.502	CASTING ASSEMBLY (SANITARY 700-7)	EACH	\$1,200.00
37	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	EACH	\$1,550.00
38	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$2,000.00
39	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$2,000.00
40	2506.602	GROUT CATCH BASIN OR MANHOLE	CU YD	\$600.00
41	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$24.00
42	2531.504	CONCRETE MEDIAN	SQ YD	\$50.00
43	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$90.00
44	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$97.50
45	2540.602	MAIL BOX SUPPORT	EACH	\$150.00
46	2545.501	LIGHTING SYSTEM	EACH	\$5,000.00
47	2563.601	TRAFFIC CONTROL	LUMP SUM	\$25,000.00
48	2564.518	SIGN PANELS TYPE C	SQ FT	\$60.00
49	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$165.00
50	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$5.00
51	2573.503	SILT FENCE TYPE MS	LIN FT	\$4.00
52	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	\$1,200.00
53	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$40.00
54	2574.508	FERTILIZER TYPE 3 (10-10-20) (SEEDING)	POUND	\$1.75
55	2575.505	HYDRAULIC ORGANIC MATRIX	ACRE	\$9,500.00
56	2575.508	SEED MIXTURE 22-111 (TEMPORARY SEEDING)	POUND	\$5.50
57	2575.508	SEED MIXTURE 25-151	POUND	\$7.00
58	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$3.50
59	2575.523	WATER	MGAL	\$45.00
60	2575.605	SEEDING	ACRE	\$500.00
61	2582.503	4" SOLID LINE PAINT	LIN FT	\$0.45
62	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.45
63	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.80
64	2582.518	PAVEMENT MESSAGE	SQ FT	\$9.00
65	2104.601	SPRINKLER REPAIR - ALLOWANCE	LUMP SUM	\$50,000.00

COMMERCIAL FULL DEPTH RECLAMATION													
AUDUBON WAY													
ASSESSABLE ROADWAY		SANITARY SEWER		SANITARY SEWER (CITY)		STORM SEWER		WATER		TOTAL PROJECT			
ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST		
0.2	\$21,000.00	0.01	\$1,050.00			0.01	\$1,050.00	0.01	\$1,050.00	0.23	\$24,150.00		
		7	\$665.00							7	\$665.00		
						6	\$570.00			6	\$570.00		
3	\$120.00									3	\$120.00		
								6	\$600.00	6	\$600.00		
1	\$150.00									1	\$150.00		
36	\$216.00					36	\$216.00			72	\$432.00		
305	\$1,220.00									305	\$1,220.00		
450	\$1,800.00							120	\$480.00	570	\$2,280.00		
148	\$1,480.00									148	\$1,480.00		
650	\$4,225.00									650	\$4,225.00		
2809	\$19,663.00									2809	\$19,663.00		
1161	\$13,932.00									1161	\$13,932.00		
250	\$2,500.00									250	\$2,500.00		
1348	\$18,872.00									1348	\$18,872.00		
20	\$6,000.00									20	\$6,000.00		
4	\$400.00									4	\$400.00		
4	\$580.00									4	\$580.00		
6	\$1,200.00									6	\$1,200.00		
8090	\$12,539.50									8090	\$12,539.50		
650	\$29,250.00									650	\$29,250.00		
977	\$83,045.00									977	\$83,045.00		
977	\$78,160.00									977	\$78,160.00		
977	\$68,390.00									977	\$68,390.00		
				\$120.00	\$7,200.00					120	\$7,200.00		
								585	\$2,106.00	585	\$2,106.00		
										1406	\$2,530.80		
		1406	\$2,530.80							3	\$750.00		
								6	\$2,400.00	6	\$2,400.00		
								3	\$1,350.00	3	\$1,350.00		
				7	\$8,400.00					7	\$8,400.00		
								6	\$9,300.00	6	\$9,300.00		
								6	\$12,000.00	6	\$12,000.00		
								0.125	\$75.00	0.25	\$150.00		
450	\$10,800.00							120	\$2,880.00	570	\$13,680.00		
148	\$7,400.00									148	\$7,400.00		
4	\$600.00									4	\$600.00		
1	\$5,000.00									1	\$5,000.00		
0.2	\$5,000.00	0.01	\$250.00			0.01	\$250.00	0.01	\$250.00	0.23	\$5,750.00		
33	\$1,980.00									33	\$1,980.00		
								6	\$990.00	6	\$990.00		
100	\$500.00									100	\$500.00		
100	\$400.00									100	\$400.00		
2	\$2,400.00									2	\$2,400.00		
125	\$5,000.00									125	\$5,000.00		
139	\$243.25									139	\$243.25		
0.44	\$4,180.00									0.44	\$4,180.00		
46	\$253.00									46	\$253.00		
186	\$1,302.00									186	\$1,302.00		
1811	\$6,338.50									1811	\$6,338.50		
10	\$450.00									10	\$450.00		
0.44	\$220.00									0.44	\$220.00		
935	\$420.75									935	\$420.75		
845	\$676.00									845	\$676.00		
40	\$360.00									40	\$360.00		
0.1016	\$5,080.00									0.1016	\$5,080.00		

ESTIMATED CONSTRUCTION COST	\$2,165,205.55	88.23%	\$423,346.00	2.70%	\$12,970.80	1.50%	\$7,200.00	6.23%	\$29,917.00	1.33%	\$6,400.00	98.50%	\$479,833.80
CONTINGENCIES (15%)	\$324,780.83		\$63,501.90		\$1,945.62		\$1,080.00		\$4,487.55		\$960.00		\$71,875.07
SUBTOTAL:	\$2,489,986.38		\$486,847.90		\$14,916.42		\$8,280.00		\$34,404.55		\$7,360.00	22.16%	\$551,808.87
ENGINEERING (FEASIBILITY STUDY, JETTING & TELEVISION)	\$49,415.74		\$9,466.36		\$290.04		\$161.00		\$668.97		\$143.11		\$10,728.47
ENGINEERING, LEGAL, FINANCE, ADMIN AND OTHER COSTS (25%)	\$622,496.60		\$121,711.98		\$3,729.11		\$2,070.00		\$9,601.14		\$1,840.00		\$137,952.22
ESTIMATED TOTAL PROJECT COST:	\$3,160,898.72		\$618,026.23		\$18,935.56		\$10,511.00		\$43,674.66		\$9,343.11		\$700,490.56

2025 MILL & OVERLAY AND FULL DEPTH RECLAMATION IMPROVEMENTS PROJECT
ENGINEER'S ESTIMATE AND ASSESSMENT CALCULATIONS
BAXTER, MN
 Monday, August 5, 2024

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	2021.501	MOBILIZATION	LUMP SUM	\$105,000.00
2	2104.502	REMOVE CASTING (SANITARY)	EACH	\$95.00
3	2104.502	REMOVE CASTING (STORM)	EACH	\$95.00
4	2104.502	REMOVE SIGN	EACH	\$40.00
5	2104.502	REMOVE GATE VALVE BOX TOP	EACH	\$100.00
6	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	\$150.00
7	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$6.00
8	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$4.00
9	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$30.00
10	2104.503	REMOVE CURB & GUTTER	LIN FT	\$4.00
11	2104.503	REMOVE CONCRETE MEDIAN	SQ YD	\$10.00
12	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00
13	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT 8"	SQ YD	\$6.50
14	2104.601	SALVAGE AGGREGATE (LV)	CU YD	\$7.00
15	2105.607	COMMON EXCAVATION	CU YD	\$12.00
16	2105.607	COMMON EMBANKMENT	CU YD	\$10.00
17	2106.609	INSTALL SALVAGED AGGREGATE (CV)	CU YD	\$14.00
18	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$300.00
19	2123.510	COMMON LABORERS	HOURL	\$100.00
20	2123.610	SKID LOADER	HOURL	\$145.00
21	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HOURL	\$200.00
22	2215.504	FULL DEPTH RECLAMATION 7.5"	SQ YD	\$1.55
23	2215.504	FULL DEPTH RECLAMATION 8.5"	SQ YD	\$1.55
24	2302.604	BITUMINOUS COMMERCIAL DRIVEWAY REPLACEMENT 8"	SQ YD	\$45.00
25	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$85.00
26	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$80.00
27	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	\$70.00
28	2503.503	10" PVC PIPE SEWER	LIN FT	\$85.00
29	2503.603	8" PIPE SEWER	LIN FT	\$60.00
30	2503.603	REPAIR CRACKED PIPE SPECIAL	EACH	\$2,500.00
31	2503.603	CLEAN AND VIDEO TAPE STORM SEWER PIPE	LIN FT	\$3.60
32	2503.603	CLEAN AND VIDEO TAPE SEWER	LIN FT	\$1.80
33	2504.602	ADJUST CURB STOP	EACH	\$250.00
34	2504.602	INSTALL GATE VALVE BOX TOP	EACH	\$400.00
35	2504.602	VALVE BOX MID SECTION	EACH	\$450.00
36	2506.502	CASTING ASSEMBLY (SANITARY 700-7)	EACH	\$1,200.00
37	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	EACH	\$1,550.00
38	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$2,000.00
39	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$2,000.00
40	2506.602	GROUT CATCH BASIN OR MANHOLE	CU YD	\$600.00
41	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$24.00
42	2531.504	CONCRETE MEDIAN	SQ YD	\$50.00
43	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$90.00
44	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$97.50
45	2540.602	MAIL BOX SUPPORT	EACH	\$150.00
46	2545.501	LIGHTING SYSTEM	EACH	\$5,000.00
47	2563.601	TRAFFIC CONTROL	LUMP SUM	\$25,000.00
48	2564.518	SIGN PANELS TYPE C	SQ FT	\$60.00
49	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$165.00
50	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$5.00
51	2573.503	SILT FENCE TYPE MS	LIN FT	\$4.00
52	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	\$1,200.00
53	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$40.00
54	2574.508	FERTILIZER TYPE 3 (10-10-20) (SEEDING)	POUND	\$1.75
55	2575.505	HYDRAULIC ORGANIC MATRIX	ACRE	\$9,500.00
56	2575.508	SEED MIXTURE 22-111 (TEMPORARY SEEDING)	POUND	\$5.50
57	2575.508	SEED MIXTURE 25-151	POUND	\$7.00
58	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$3.50
59	2575.523	WATER	MGAL	\$45.00
60	2575.605	SEEDING	ACRE	\$500.00
61	2582.503	4" SOLID LINE PAINT	LIN FT	\$0.45
62	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.45
63	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.80
64	2582.518	PAVEMENT MESSAGE	SQ FT	\$9.00
65	2104.601	SPRINKLER REPAIR - ALLOWANCE	LUMP SUM	\$50,000.00

EDGEWOOD DRIVE (NORTH OF NOVOTNY ROAD)													
ASSESSABLE ROADWAY		SANITARY SEWER		SANITARY SEWER (CITY)		STORM SEWER		WATER		TOTAL PROJECT			
ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST		
0.38	\$39,900.00	0.05	\$5,250.00			0.03	\$3,150.00	0.01	\$1,050.00	0.47	\$49,350.00		
		18	\$1,710.00							18	\$1,710.00		
						13	\$1,235.00			13	\$1,235.00		
								14	\$1,400.00	14	\$1,400.00		
54	\$324.00					78	\$488.00			132	\$792.00		
610	\$2,440.00									610	\$2,440.00		
				\$800.00	\$24,000.00					800	\$24,000.00		
610	\$2,440.00					260	\$1,040.00			870	\$3,480.00		
288	\$2,680.00									288	\$2,680.00		
715	\$4,647.50									715	\$4,647.50		
5387	\$37,709.00									5387	\$37,709.00		
2888	\$34,656.00									2888	\$34,656.00		
521	\$5,210.00									521	\$5,210.00		
2811	\$39,354.00									2811	\$39,354.00		
41	\$12,300.00									41	\$12,300.00		
6	\$600.00									6	\$600.00		
6	\$870.00									6	\$870.00		
8	\$1,600.00									8	\$1,600.00		
16863	\$26,137.65									16863	\$26,137.65		
775	\$34,875.00									775	\$34,875.00		
1939	\$164,815.00									1939	\$164,815.00		
1939	\$155,120.00									1939	\$155,120.00		
1939	\$135,730.00									1939	\$135,730.00		
				\$800.00	\$68,000.00					800	\$68,000.00		
				\$5.00	\$12,500.00					5	\$12,500.00		
						1394	\$5,018.40			1394	\$5,018.40		
				4201	\$7,561.80					4201	\$7,561.80		
								14	\$3,500.00	14	\$3,500.00		
								14	\$5,600.00	14	\$5,600.00		
								7	\$3,150.00	7	\$3,150.00		
				18	\$21,600.00					18	\$21,600.00		
						13	\$20,150.00			13	\$20,150.00		
						13	\$26,000.00			13	\$26,000.00		
		0.125	\$75.00			0.125	\$75.00			0.25	\$150.00		
610	\$14,640.00					260	\$6,240.00			870	\$20,880.00		
161	\$14,490.00									161	\$14,490.00		
107	\$10,432.50									107	\$10,432.50		
9	\$1,350.00									9	\$1,350.00		
3	\$15,000.00									3	\$15,000.00		
0.38	\$9,500.00	0.05	\$1,250.00			0.03	\$750.00	0.01	\$250.00	0.47	\$11,750.00		
										13	\$2,145.00		
500	\$2,500.00									500	\$2,500.00		
500	\$2,000.00									500	\$2,000.00		
2	\$2,400.00									2	\$2,400.00		
260	\$10,400.00									260	\$10,400.00		
290	\$507.50									290	\$507.50		
0.92	\$8,740.00									0.92	\$8,740.00		
97	\$533.50									97	\$533.50		
387	\$2,709.00									387	\$2,709.00		
3774	\$13,209.00									3774	\$13,209.00		
10	\$450.00									10	\$450.00		
0.92	\$460.00									0.92	\$460.00		
1145	\$515.25									1145	\$515.25		
2870	\$2,296.00									2870	\$2,296.00		
0.2303	\$11,515.00									0.2303	\$11,515.00		

ESTIMATED CONSTRUCTION COST	\$2,165,205.55	78.71%	\$825,055.90	3.57%	\$37,446.80	9.97%	\$104,500.00	6.32%	\$66,271.40	1.43%	\$14,950.00	100.00%	\$1,048,224.10
CONTINGENCIES (15%)	\$324,780.83		\$123,758.39		\$5,617.02		\$15,675.00		\$9,940.71		\$2,242.50		\$157,233.62
SUBTOTAL:	\$2,489,986.38		\$948,814.29		\$43,063.82		\$120,175.00		\$76,212.11		\$17,192.50	48.41%	\$1,205,457.72
ENGINEERING (FEASIBILITY STUDY, JETTING & TELEVISION)	\$49,415.74		\$18,448.91		\$837.34		\$2,336.70		\$1,481.88		\$334.29		\$23,439.14
ENGINEERING, LEGAL, FINANCE, ADMIN AND OTHER COSTS (25%)	\$622,496.60		\$237,203.57		\$10,765.96		\$30,943.75		\$19,053.03		\$4,296.13		\$301,364.43
ESTIMATED TOTAL PROJECT COST:	\$3,160,898.72		\$1,204,466.77		\$54,667.12		\$152,555.45		\$96,747.02		\$21,824.92		\$1,530,261.28

2025 MILL & OVERLAY AND FULL DEPTH RECLAMATION IMPROVEMENTS PROJECT
ENGINEER'S ESTIMATE AND ASSESSMENT CALCULATIONS
BAXTER, MN
Monday, August 5, 2024

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WHISPERING WOODS LANE (FROM PEARL DRIVE INTERSECTION TO END OF COMMERCIAL SECTION)								TOTAL PROJECT	
					ASSESSABLE ROADWAY		SANITARY SEWER		STORM SEWER		WATER		ESTIMATED QUANTITY	TOTAL COST
					ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST	ESTIMATED QUANTITY	TOTAL COST		
1	2021.501	MOBILIZATION	LUMP SUM	\$105,000.00	0.01	\$1,050.00	0.01	\$1,050.00	0.01	\$1,050.00	0.01	\$1,050.00	0.04	\$4,200.00
2	2104.502	REMOVE CASTING (SANITARY)	EACH	\$95.00			2	\$190.00					2	\$190.00
3	2104.502	REMOVE CASTING (STORM)	EACH	\$95.00					3	\$285.00			3	\$285.00
4	2104.502	REMOVE SIGN	EACH	\$40.00										
5	2104.502	REMOVE GATE VALVE BOX TOP	EACH	\$100.00							2	\$200.00	2	\$200.00
6	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	\$150.00										
7	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$6.00	12	\$72.00							12	\$72.00
8	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	60	\$240.00							60	\$240.00
9	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$30.00										
10	2104.503	REMOVE CURB & GUTTER	LIN FT	\$4.00	156	\$624.00			60	\$240.00			216	\$864.00
11	2104.503	REMOVE CONCRETE MEDIAN	SQ YD	\$10.00										
12	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	120	\$1,200.00							120	\$1,200.00
13	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT 8"	SQ YD	\$6.50	58	\$377.00							58	\$377.00
14	2104.601	SALVAGE AGGREGATE (LV)	CU YD	\$7.00	253	\$1,771.00							253	\$1,771.00
15	2105.607	COMMON EXCAVATION	CU YD	\$12.00	140	\$1,680.00							140	\$1,680.00
16	2105.607	COMMON EMBANKMENT	CU YD	\$10.00	28	\$280.00							28	\$280.00
17	2106.609	INSTALL SALVAGED AGGREGATE (CV)	CU YD	\$14.00	132	\$1,848.00							132	\$1,848.00
18	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$300.00	3	\$900.00							3	\$900.00
19	2123.510	COMMON LABORERS	HOURLY	\$100.00	4	\$400.00							4	\$400.00
20	2123.610	SKID LOADER	HOURLY	\$145.00	4	\$580.00							4	\$580.00
21	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HOURLY	\$200.00	6	\$1,200.00							6	\$1,200.00
22	2215.504	FULL DEPTH RECLAMATION 7.5"	SQ YD	\$1.55	791	\$1,226.05							791	\$1,226.05
23	2215.504	FULL DEPTH RECLAMATION 8.5"	SQ YD	\$1.55										
24	2302.604	BITUMINOUS COMMERCIAL DRIVEWAY REPLACEMENT 8"	SQ YD	\$45.00	58	\$2,610.00							58	\$2,610.00
25	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$85.00	91	\$7,735.00							91	\$7,735.00
26	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$80.00	91	\$7,280.00							91	\$7,280.00
27	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	\$70.00	91	\$6,370.00							91	\$6,370.00
28	2503.503	10" PVC PIPE SEWER	LIN FT	\$85.00										
29	2503.603	8" PIPE SEWER	LIN FT	\$60.00										
30	2503.603	REPAIR CRACKED PIPE SPECIAL	EACH	\$2,500.00										
31	2503.603	CLEAN AND VIDEO TAPE STORM SEWER PIPE	LIN FT	\$3.60					40	\$144.00			40	\$144.00
32	2503.603	CLEAN AND VIDEO TAPE SEWER	LIN FT	\$1.80			183	\$329.40					183	\$329.40
33	2504.602	ADJUST CURB STOP	EACH	\$250.00										
34	2504.602	INSTALL GATE VALVE BOX TOP	EACH	\$400.00						2	\$800.00		2	\$800.00
35	2504.602	VALVE BOX MID SECTION	EACH	\$450.00						1	\$450.00		1	\$450.00
36	2506.502	CASTING ASSEMBLY (SANITARY 700-7)	EACH	\$1,200.00			2	\$2,400.00					2	\$2,400.00
37	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	EACH	\$1,550.00					3	\$4,650.00			3	\$4,650.00
38	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$2,000.00										
39	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$2,000.00					3	\$6,000.00			3	\$6,000.00
40	2506.602	GROUT CATCH BASIN OR MANHOLE	CU YD	\$600.00					0.125	\$75.00			0.125	\$75.00
41	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$24.00	156	\$3,744.00			60	\$1,440.00			216	\$5,184.00
42	2531.504	CONCRETE MEDIAN	SQ YD	\$50.00										
43	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$90.00										
44	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$97.50	120	\$11,700.00							120	\$11,700.00
45	2540.602	MAIL BOX SUPPORT	EACH	\$150.00										
46	2545.501	LIGHTING SYSTEM	EACH	\$5,000.00										
47	2563.601	TRAFFIC CONTROL	LUMP SUM	\$25,000.00	0.01	\$250.00	0.01	\$250.00	0.01	\$250.00	0.01	\$250.00	0.04	\$1,000.00
48	2564.518	SIGN PANELS TYPE C	SQ FT	\$60.00										
49	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$165.00					3	\$495.00			3	\$495.00
50	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$5.00	100	\$500.00							100	\$500.00
51	2573.503	SILT FENCE TYPE MS	LIN FT	\$4.00	100	\$400.00							100	\$400.00
52	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	\$1,200.00	1	\$1,200.00							1	\$1,200.00
53	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$40.00	41	\$1,640.00							41	\$1,640.00
54	2574.508	FERTILIZER TYPE 3 (10-10-20) (SEEDING)	POUND	\$1.75	16	\$28.00							16	\$28.00
55	2575.505	HYDRAULIC ORGANIC MATRIX	ACRE	\$9,500.00	0.05	\$475.00							0.05	\$475.00
56	2575.508	SEED MIXTURE 22-111 (TEMPORARY SEEDING)	POUND	\$5.50	5	\$27.50							5	\$27.50
57	2575.508	SEED MIXTURE 25-151	POUND	\$7.00	21	\$147.00							21	\$147.00
58	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$3.50	205	\$717.50							205	\$717.50
59	2575.523	WATER	MGAL	\$45.00	10	\$450.00							10	\$450.00
60	2575.605	SEEDING	ACRE	\$500.00	0.05	\$25.00							0.05	\$25.00
61	2582.503	4" SOLID LINE PAINT	LIN FT	\$0.45										
62	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.45	212	\$95.40							212	\$95.40
63	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.80										
64	2582.518	PAVEMENT MESSAGE	SQ FT	\$9.00										
65	2104.601	SPRINKLER REPAIR - ALLOWANCE	LUMP SUM	\$50,000.00	0.0177	\$885.00							0.0177	\$885.00

ESTIMATED CONSTRUCTION COST	\$2,165,205.55	73.44%	\$59,727.45	5.19%	\$4,219.40	17.99%	\$14,629.00	3.38%	\$2,750.00	100.00%	\$81,325.85
CONTINGENCIES (15%)	\$324,780.83		\$8,959.12		\$632.91		\$2,194.35		\$412.50		\$12,198.88
SUBTOTAL	\$2,489,986.38		\$68,686.57		\$4,852.31		\$16,823.35		\$3,162.50	3.76%	\$93,524.73
ENGINEERING (FEASIBILITY STUDY, JETTING & TELEVISION)	\$49,415.74		\$1,335.55		\$94.35		\$327.12		\$61.49		\$1,816.51
ENGINEERING, LEGAL, FINANCE, ADMIN AND OTHER COSTS (25%)	\$622,496.60		\$17,171.64		\$1,213.08		\$4,205.84		\$790.63		\$23,381.18
ESTIMATED TOTAL PROJECT COST:	\$3,160,898.72		\$87,193.76		\$6,159.74		\$21,356.30		\$4,014.62		\$118,724.42

2025 MILL & OVERLAY AND FULL DEPTH RECLAMATION IMPROVEMENTS PROJECT
ENGINEER'S ESTIMATE AND ASSESSMENT CALCULATIONS
BAXTER, MN
 Monday, August 5, 2024

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	FULL DEPTH RECLAMATION TOTAL	
					ESTIMATED QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	\$105,000.00	1	\$105,000.00
2	2104.502	REMOVE CASTING (SANITARY)	EACH	\$95.00	34	\$3,230.00
3	2104.502	REMOVE CASTING (STORM)	EACH	\$95.00	34	\$3,230.00
4	2104.502	REMOVE SIGN	EACH	\$40.00	3	\$120.00
5	2104.502	REMOVE GATE VALVE BOX TOP	EACH	\$100.00	25	\$2,500.00
6	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	\$150.00	1	\$150.00
7	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$6.00	330	\$1,980.00
8	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	1334	\$5,336.00
9	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$30.00	800	\$24,000.00
10	2104.503	REMOVE CURB & GUTTER	LIN FT	\$4.00	2271	\$9,084.00
11	2104.503	REMOVE CONCRETE MEDIAN	SQ YD	\$10.00	148	\$1,480.00
12	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	388	\$3,880.00
13	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT 8"	SQ YD	\$6.50	1776	\$11,544.00
14	2104.601	SALVAGE AGGREGATE (LV)	CU YD	\$7.00	11822	\$82,754.00
15	2105.607	COMMON EXCAVATION	CU YD	\$12.00	5469	\$65,628.00
16	2105.607	COMMON EMBANKMENT	CU YD	\$10.00	1023	\$10,230.00
17	2106.609	INSTALL SALVAGED AGGREGATE (CV)	CU YD	\$14.00	5910	\$82,740.00
18	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$300.00	82	\$24,600.00
19	2123.510	COMMON LABORERS	HOUR	\$100.00	18	\$1,800.00
20	2123.610	SKID LOADER	HOUR	\$145.00	18	\$2,610.00
21	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HOUR	\$200.00	26	\$5,200.00
22	2215.504	FULL DEPTH RECLAMATION 7.5"	SQ YD	\$1.55	17654	\$27,363.70
23	2215.504	FULL DEPTH RECLAMATION 8.5"	SQ YD	\$1.55	17802	\$27,693.10
24	2302.604	BITUMINOUS COMMERCIAL DRIVEWAY REPLACEMENT 8"	SQ YD	\$45.00	1836	\$82,620.00
25	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$85.00	4124	\$350,540.00
26	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$80.00	4124	\$329,920.00
27	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	\$70.00	4124	\$288,680.00
28	2503.503	10" PVC PIPE SEWER	LIN FT	\$85.00	800	\$68,000.00
29	2503.603	8" PIPE SEWER	LIN FT	\$60.00	120	\$7,200.00
30	2503.603	REPAIR CRACKED PIPE SPECIAL	EACH	\$2,500.00	5	\$12,500.00
31	2503.603	CLEAN AND VIDEO TAPE STORM SEWER PIPE	LIN FT	\$3.60	2995	\$10,782.00
32	2503.603	CLEAN AND VIDEO TAPE SEWER	LIN FT	\$1.80	7477	\$13,458.60
33	2504.602	ADJUST CURB STOP	EACH	\$250.00	24	\$6,000.00
34	2504.602	INSTALL GATE VALVE BOX TOP	EACH	\$400.00	25	\$10,000.00
35	2504.602	VALVE BOX MID SECTION	EACH	\$450.00	13	\$5,850.00
36	2506.502	CASTING ASSEMBLY (SANITARY 700-7)	EACH	\$1,200.00	34	\$40,800.00
37	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	EACH	\$1,550.00	24	\$37,200.00
38	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$2,000.00	10	\$20,000.00
39	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$2,000.00	34	\$68,000.00
40	2506.602	GROUT CATCH BASIN OR MANHOLE	CU YD	\$600.00	0.875	\$525.00
41	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$24.00	2271	\$54,504.00
42	2531.504	CONCRETE MEDIAN	SQ YD	\$50.00	148	\$7,400.00
43	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$90.00	161	\$14,490.00
44	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$97.50	418	\$40,755.00
45	2540.602	MAIL BOX SUPPORT	EACH	\$150.00	14	\$2,100.00
46	2545.501	LIGHTING SYSTEM	EACH	\$5,000.00	5	\$25,000.00
47	2563.601	TRAFFIC CONTROL	LUMP SUM	\$25,000.00	1	\$25,000.00
48	2564.518	SIGN PANELS TYPE C	SQ FT	\$60.00	33	\$1,980.00
49	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$165.00	34	\$5,610.00
50	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$5.00	1200	\$6,000.00
51	2573.503	SILT FENCE, TYPE MS	LIN FT	\$4.00	1200	\$4,800.00
52	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	\$1,200.00	6	\$7,200.00
53	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$40.00	538	\$21,520.00
54	2574.508	FERTILIZER TYPE 3 (10-10-20) (SEEDING)	POUND	\$1.75	570	\$997.50
55	2575.505	HYDRAULIC ORGANIC MATRIX	ACRE	\$9,500.00	1.81	\$17,195.00
56	2575.508	SEED MIXTURE 22-111 (TEMPORARY SEEDING)	POUND	\$5.50	190	\$1,045.00
57	2575.508	SEED MIXTURE 25-151	POUND	\$7.00	760	\$5,320.00
58	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$3.50	7413	\$25,945.50
59	2575.523	WATER	MGAL	\$45.00	40	\$1,800.00
60	2575.605	SEEDING	ACRE	\$500.00	1.81	\$905.00
61	2582.503	4" SOLID LINE PAINT	LIN FT	\$0.45	3195	\$1,437.75
62	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.45	3872	\$1,742.40
63	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.80	4500	\$3,600.00
64	2582.518	PAVEMENT MESSAGE	SQ FT	\$9.00	1240	\$11,160.00
65	2104.601	SPRINKLER REPAIR - ALLOWANCE	LUMP SUM	\$50,000.00	0.4714	\$23,570.00

ESTIMATED CONSTRUCTION COST	\$2,165,205.55		\$2,165,205.55
CONTINGENCIES (15%)	\$324,780.83		\$324,780.83
SUBTOTAL:	\$2,489,986.38	100.00%	\$2,489,986.38
ENGINEERING (FEASIBILITY STUDY, JETTING & TELEVISIONS)	\$48,415.74		\$48,415.74
ENGINEERING, LEGAL, FINANCE, ADMIN AND OTHER COSTS (25%)	\$622,496.60		\$622,496.60
ESTIMATED TOTAL PROJECT COST:	\$3,160,898.72		\$3,160,898.72

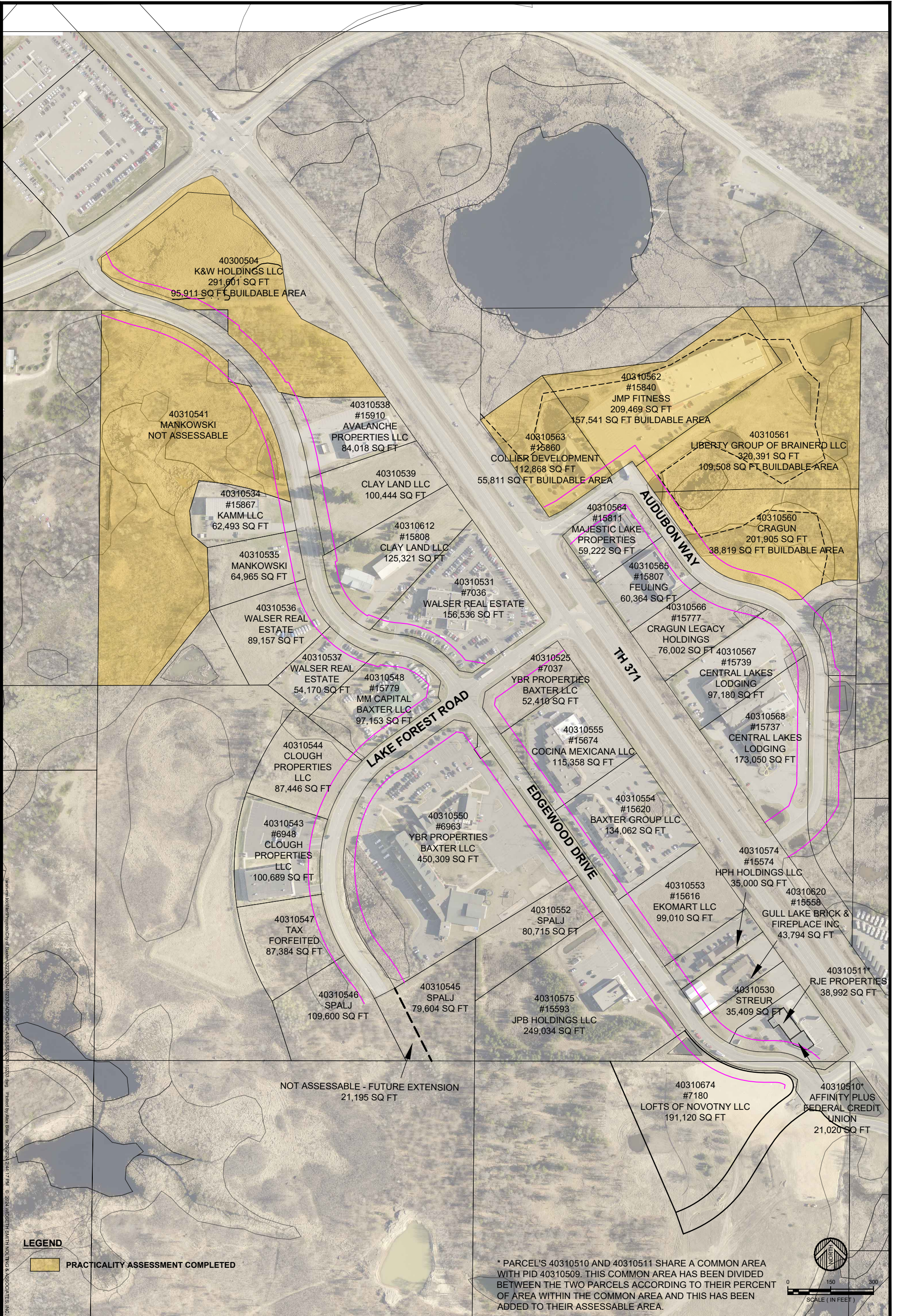
TOTAL SQ.FT.	5,124,798
ASSESSABLE SQ.FT.	3,903,496
NON-ASSESSABLE SQ.FT.	1,221,302

COMMERCIAL FDR ASSESSMENT CALCULATIONS

ESTIMATED TOTAL PROJECT COST:	\$3,160,898.72
ESTIMATED ASSESSABLE ROADWAY	\$2,553,964.22
ESTIMATED ASSESSABLE STORM SEWER:	\$256,465.43
ESTIMATED ASSESSABLE SANITARY SEWER:	\$262,502.83
ESTIMATED ASSESSABLE WATERMAIN:	\$43,138.89
TOTAL ESTIMATED ASSESSABLE PROJECT COST:	\$3,116,071.36
TOTAL ASSESSABLE AREA (SF):	5,124,798
ESTIMATED ASSESSABLE COST PER SF:	\$0.6080
REMAINING COST TO BE ASSESSED	75.09% \$2,373,473.47

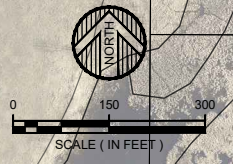
CITY COSTS:	
CITY ROADWAY:	\$44,827.36
CITY ASSESSMENT:	\$742,597.89
TOTAL CITY COST	24.91% \$787,425.25

ASSESSMENT SUMMARY	
ASSESSMENTS TO BENEFITTING PROPERTIES:	\$2,373,473.47
ESTIMATED TOTAL PROJECT COST:	100.00% \$3,160,898.72



LEGEND
 PRACTICALITY ASSESSMENT COMPLETED

* PARCEL'S 40310510 AND 40310511 SHARE A COMMON AREA WITH PID 40310509. THIS COMMON AREA HAS BEEN DIVIDED BETWEEN THE TWO PARCELS ACCORDING TO THEIR PERCENT OF AREA WITHIN THE COMMON AREA AND THIS HAS BEEN ADDED TO THEIR ASSESSABLE AREA.



2025 COMMERCIAL FULL DEPTH RECLAMATION
 CITY OF BAXTER
 BAXTER, MN
 COMMERCIAL FDR ASSESSMENTS

DATE:	JUNE 2024	DATE:	REV#	REVISIONS DESCRIPTION	BY
SCALE:	AS SHOWN				
DRAWN BY:	AMM				
CHECKED BY:	ADB				
JOB NUMBER:	2024-10233				

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 MINN.

ALEX D. BITTER DATE: ### LIC. NO. 5744

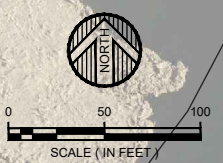




PEARL DRIVE

40320559
MENARD INC
134,875 SQ FT

WHISPERING WOODS LANE



2 SHEET NO.	2025 COMMERCIAL FULL DEPTH RECLAMATION CITY OF BAXTER BAXTER, MN	DATE: JUNE 2024 SCALE: AS SHOWN DRAWN BY: AMM CHECKED BY: ADB	<table border="1"> <thead> <tr> <th>DATE</th> <th>REV#</th> <th>REVISIONS DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	REV#	REVISIONS DESCRIPTION	BY													I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ##### UNDER THE LAWS OF THE STATE OF MN.
	DATE	REV#	REVISIONS DESCRIPTION	BY																
WHISPERING WOODS LANE - COMM. FDR ASSESSMENTS	JOB NUMBER: 2024-10233	ALEX D. BITTER	DATE: ###	LIC. NO. 57744																



PROJECT: **2025 COMMERCIAL FULL DEPTH RECLAMATION**
 MUNICIPAL PROJECT NUMBER: **4425**
 PROJECT LOCATION: **BAXTER, MN**

INTEREST RATE: 7.00%
 ASSESSMENTS ADOPTED: 4/15/2025
 END OF YEAR: 12/31/2025
 DAYS BEFORE FIRST YEAR: 260
 FIRST YEAR OF ASSESSMENT: 2025
 ASSESSMENT TERM: 12
 FDR AREA (SF) ASSESSMENT: \$0.5762

Number of Individual Assessment Sheets: 19

COMMERCIAL FULL DEPTH RECLAMATION AND OTHER IMPROVEMENTS

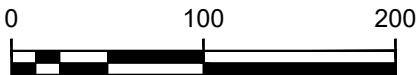
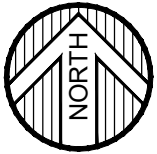
2	3	5	19	24
PIN	PROPERTY ADDRESS	FEE OWNER	ASSESSABLE AREA (SF)	TOTAL ASSESSMENT
40300504		K&W HOLDINGS LLC	95,911	\$55,263.92
40310510	15524 EDGEWOOD DR	AFFINITY PLUS FEDERAL CREDIT UNION	21,020	\$12,111.72
40310511	15528 EDGEWOOD DR	RJE PROPERTIES LLC	38,992	\$22,467.19
40310525	7037 LAKE FOREST RD	YBR PROPERTIES BAXTER LLC	52,410	\$30,198.64
40310530		STREUR REVOCABLE TRUST UAD 2/26/03	35,409	\$20,402.67
40310531	7036 LAKE FOREST RD	WALSER REAL ESTATE IV LLC	156,536	\$90,196.04
40310534	15867 EDGEWOOD DR	KAMM LLC	62,493	\$36,008.47
40310535		MANKOWSKI, MICHAEL J & KELLI	64,965	\$37,432.83
40310536		WALSER REAL ESTATE IV LLC	89,157	\$51,372.26
40310537		WALSER REAL ESTATE IV LLC	54,170	\$31,212.75
40310538	15910 EDGEWOOD DR	AVALANCHE PROPERTIES LLC	84,018	\$48,411.17
40310539		CLAY LAND LLC	100,444	\$57,875.83
40310543	6948 LAKE FOREST RD	CLOUGH PROPERTIES LLC	100,689	\$58,017.00
40310544		CLOUGH PROPERTIES LLC	87,446	\$50,386.39
40310545		SPALJ, JOHN R JR & JANE M	79,604	\$45,867.82
40310546		SPALJ, JOHN R JR & JANE M	109,600	\$63,151.52
40310547		TAX FORFEITED	87,384	\$50,350.66
40310548	15779 EDGEWOOD DR	MM CAPITAL BAXTER LLC	97,153	\$55,979.56
40310550	6963 LAKE FOREST RD	YBR PROPERTIES BAXTER LLC	450,309	\$259,468.05
40310552		SPALJ, JOHN R JR & JANE M	80,715	\$46,507.98
40310553	15616 EDGEWOOD DR	EKOMARKT LLC	99,010	\$57,049.56
40310554	15620 EDGEWOOD DR	BAXTER GROUP LLC	134,062	\$77,246.52
40310555	15674 EDGEWOOD DR	COCINA MEXICANA LLC	115,358	\$66,469.28
40310560		CRAGUN, MERRILL K JR	38,819	\$22,367.51
40310561		LIBERTY GROUP OF BRAINERD LLC	109,508	\$63,098.51
40310562	15840 AUDUBON WAY	JMP FITNESS LLC	157,541	\$90,775.12
40310563	15860 AUDUBON WAY	COLLIER DEVELOPMENT LLC	55,811	\$32,158.30
40310564	15811 AUDUBON WAY	MAJESTIC LAKES PROPERTIES	59,222	\$34,123.72
40310565	15807 AUDUBON WAY	FEULING, ROBERT J REV TRUST (1/2)	60,364	\$34,781.74
40310566	15777 AUDUBON WAY	CRAGUN LEGACY HOLDINGS LLC	76,002	\$43,792.35
40310567	15739 AUDUBON WAY	CENTRAL LAKES LODGING, LLC	97,180	\$55,995.12
40310568	15737 AUDUBON WAY	CENTRAL LAKES LODGING, LLC	173,050	\$99,711.41
40310574	15574 EDGEWOOD DR	HPH HOLDINGS LLC	35,000	\$20,167.00
40310575	15593 EDGEWOOD DR	JPB HOLDINGS LLC	249,034	\$143,493.39
40310612	15808 EDGEWOOD DR	CLAY LAND LLC	125,321	\$72,209.96
40310620	15558 EDGEWOOD DR	GULL LAKE BRICK & FIREPLACE INC	43,794	\$25,234.10
40310674	7180 NOVOTNY RD	LOFTS OF NOVOTNY LLC	191,120	\$110,123.34
40320559	7638 WHISPERING WOODS LN	MENARD INC	134,875	\$77,714.98
			3,903,496	\$2,249,194.40
			\$2,249,194.40	\$2,249,194.40

Appendix D

Parcel Split Practicality Exhibits

PARCEL EXHIBIT

LOT 1, BLOCK 3, MADDEN LOTS,
SECTION 30, TOWNSHIP 134, RANGE 28,
CROW WING COUNTY, MINNESOTA



SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE CITY OF BAXTER
COORDINATE DATABASE NAD 83

PROPERTY AREAS:

TOTAL AREA OF THE SUBJECT PROPERTY IS 296,012± SQ.FT. (6.8 ACRES)

TOTAL BUILDABLE AREA FOR SUBJECT PROPERTY IS 95,911± SQ. FT. (2.2 ACRES)

SURVEYOR'S NOTES:

THE PARCEL NUMBER FOR THE SUBJECT PROPERTY IS 40300504

THERE IS NO PHYSICAL ADDRESS LISTED FOR THE SUBJECT PROPERTY. THE OWNER ADDRESS FOR THE SUBJECT PROPERTY IS 31876 COUNTY ROAD 3, CROSSLAKE, MN.

ACCORDING TO THE CITY OF BAXTER ZONING MAP, THE SUBJECT PROPERTY IS CURRENTLY LOCATED WITHIN THE C-2 REGIONAL COMMERCIAL ZONING DISTRICT.

THIS EXHIBIT WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR OPINION. THERE MAY BE EASEMENTS OR OTHER LIMITING FACTORS WHICH AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

THE PURPOSE OF THIS EXHIBIT IS TO PROVIDE APPROXIMATE MEASUREMENTS FOR ILLUSTRATION PURPOSES ONLY. IT IS NOT INTENDED TO BE A BOUNDARY SURVEY NOR SHOULD BE USED AS ONE.

SETBACKS SHOWN ARE ACCORDING TO THE BAXTER CITY CODE.

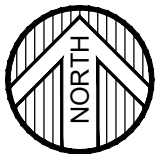
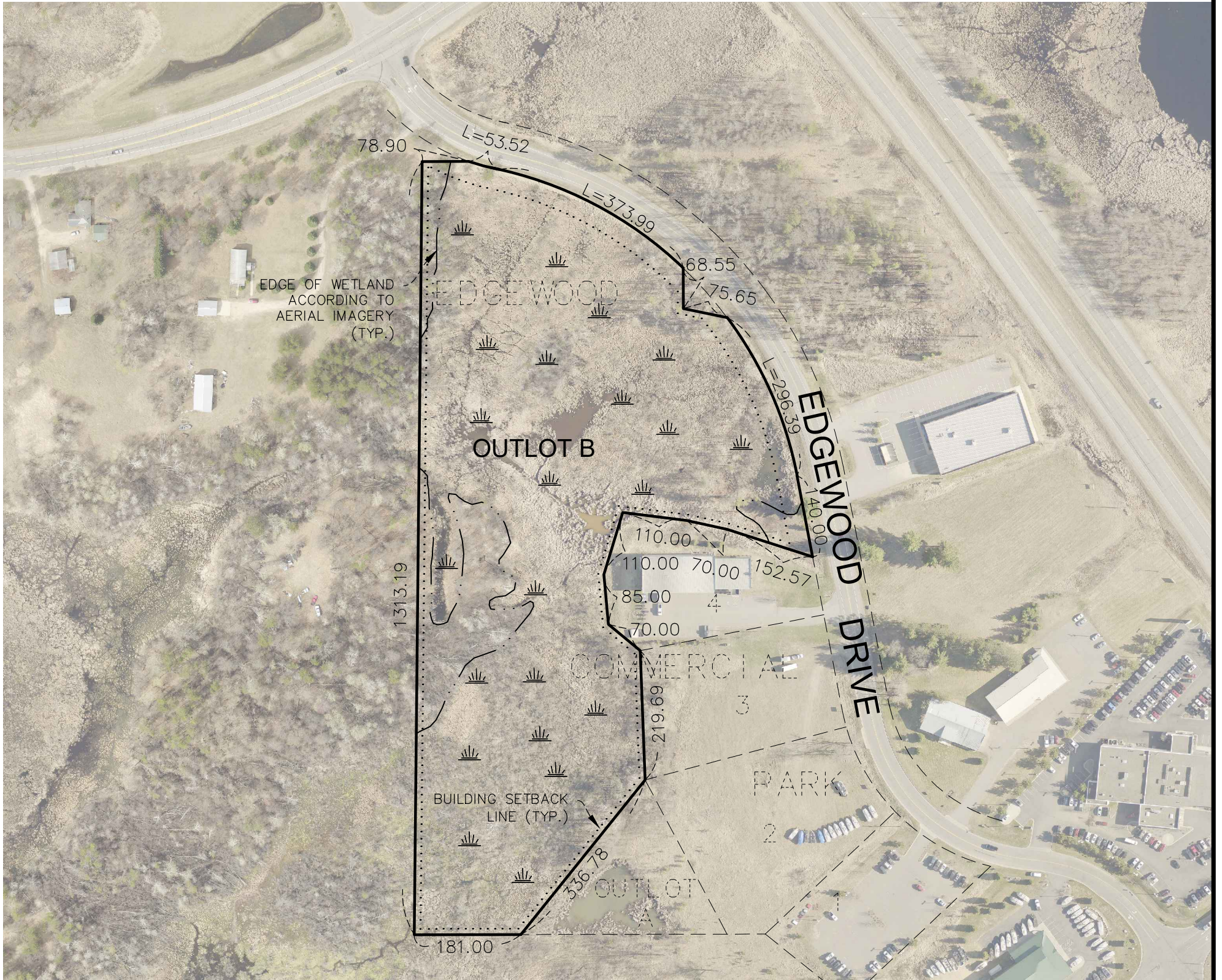
© 2024 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

DATE:	6-12-2024	DATE:		AMENDMENTS:		BY:		PREPARED FOR:	CITY OF BAXTER
SCALE:	AS SHOWN							I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DRAWN BY:	ABS							CHAD M. CONNER	DATE: 6-12-2024 LIC. NO. 41643
CHECKED BY:	CMC								
FILE NUMBER:	2024-10232								



PARCEL EXHIBIT

OUTLOT B, BLOCK 2,
EDGEWOOD COMMERCIAL PARK,
SECTION 31, TOWNSHIP 134, RANGE 28,
CROW WING COUNTY, MINNESOTA



SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE CITY OF BAXTER
COORDINATE DATABASE NAD 83

SURVEYOR'S NOTES:

THE PARCEL NUMBER FOR THE SUBJECT PROPERTY IS 40310541

ACCORDING TO THE CITY OF BAXTER ZONING MAP, THE SUBJECT PROPERTY IS CURRENTLY LOCATED WITHIN THE C-2 REGIONAL COMMERCIAL ZONING DISTRICT.

THIS EXHIBIT WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR OPINION. THERE MAY BE EASEMENTS OR OTHER LIMITING FACTORS WHICH AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

THE PURPOSE OF THIS EXHIBIT IS TO PROVIDE APPROXIMATE MEASUREMENTS FOR ILLUSTRATION PURPOSES ONLY. IT IS NOT INTENDED TO BE A BOUNDARY SURVEY NOR SHOULD BE USED AS ONE.

SETBACKS SHOWN ARE ACCORDING TO THE BAXTER CITY CODE.

ACCORDING TO BAXTER CITY CODE, THE SUBJECT PARCEL MEETS THE MINIMUM REQUIREMENT TO ASSESS AS MULTIPLE LOTS, HOWEVER, THE BUILDABLE AREA IS NOT CONTINUOUS AND INACCESSIBLE. THEREFORE IT IS IMPRACTICAL TO SPLIT OR ASSESS AS TWO PARCELS.

PROPERTY AREAS:

TOTAL AREA OF THE SUBJECT PROPERTY IS 539,269± SQ.FT. (12.38 ACRES)

TOTAL BUILDABLE AREA FOR SUBJECT PROPERTY IS 41,410± SQ. FT. (0.95 ACRES)

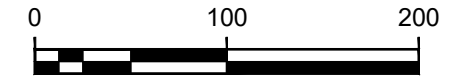
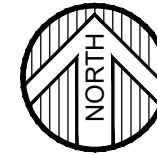
© 2024 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

DATE:	6-17-2024	DATE:		AMENDMENTS:		BY:		PREPARED FOR:	CITY OF BAXTER
SCALE:	AS SHOWN							I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA	
DRAWN BY:	ABS							CHAD M. CONNER	DATE:
CHECKED BY:	CMC								LIC. NO. 41643
FILE NUMBER:	2024-10233								



PARCEL EXHIBIT

LOT 3, BLOCK 2,
THE NATURE LEARNING TRAIL BUSINESS PARK,
SECTION 31, TOWNSHIP 134, RANGE 28,
CROW WING COUNTY MINNESOTA



SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON CITY OF BAXTER COORDINATE
DATABASE NAD 83



SURVEYOR'S NOTES:

THE PARCEL NUMBER FOR THE SUBJECT PROPERTY IS 40310561

ACCORDING TO THE CITY OF BAXTER ZONING MAP, THE SUBJECT PROPERTY IS CURRENTLY LOCATED WITHIN THE C-2 REGIONAL COMMERCIAL ZONING DISTRICT.

THIS EXHIBIT WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR OPINION. THERE MAY BE EASEMENTS OR OTHER LIMITING FACTORS WHICH AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

THE PURPOSE OF THIS EXHIBIT IS TO PROVIDE APPROXIMATE MEASUREMENTS FOR ILLUSTRATION PURPOSES ONLY. IT IS NOT INTENDED TO BE A BOUNDARY SURVEY NOR SHOULD BE USED AS ONE.

SETBACKS SHOWN ARE ACCORDING TO THE BAXTER CITY CODE.

PROPERTY AREAS:

TOTAL AREA OF THE SUBJECT PROPERTY IS 320,391± SQ.FT. (7.35 ACRES)

TOTAL BUILDABLE AREA FOR SUBJECT PROPERTY IS 109,508± SQ. FT. (2.51ACRES)

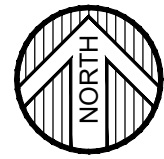
© 2024 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

DATE:	6-19-2024	DATE		AMENDMENTS		BY		PREPARED FOR:	CITY OF BAXTER
SCALE:	AS SHOWN							I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DRAWN BY:	ABS							CHAD M. CONNER	DATE:
CHECKED BY:	CMC								LIC. NO. 41643
FILE NUMBER:	2024-10233								



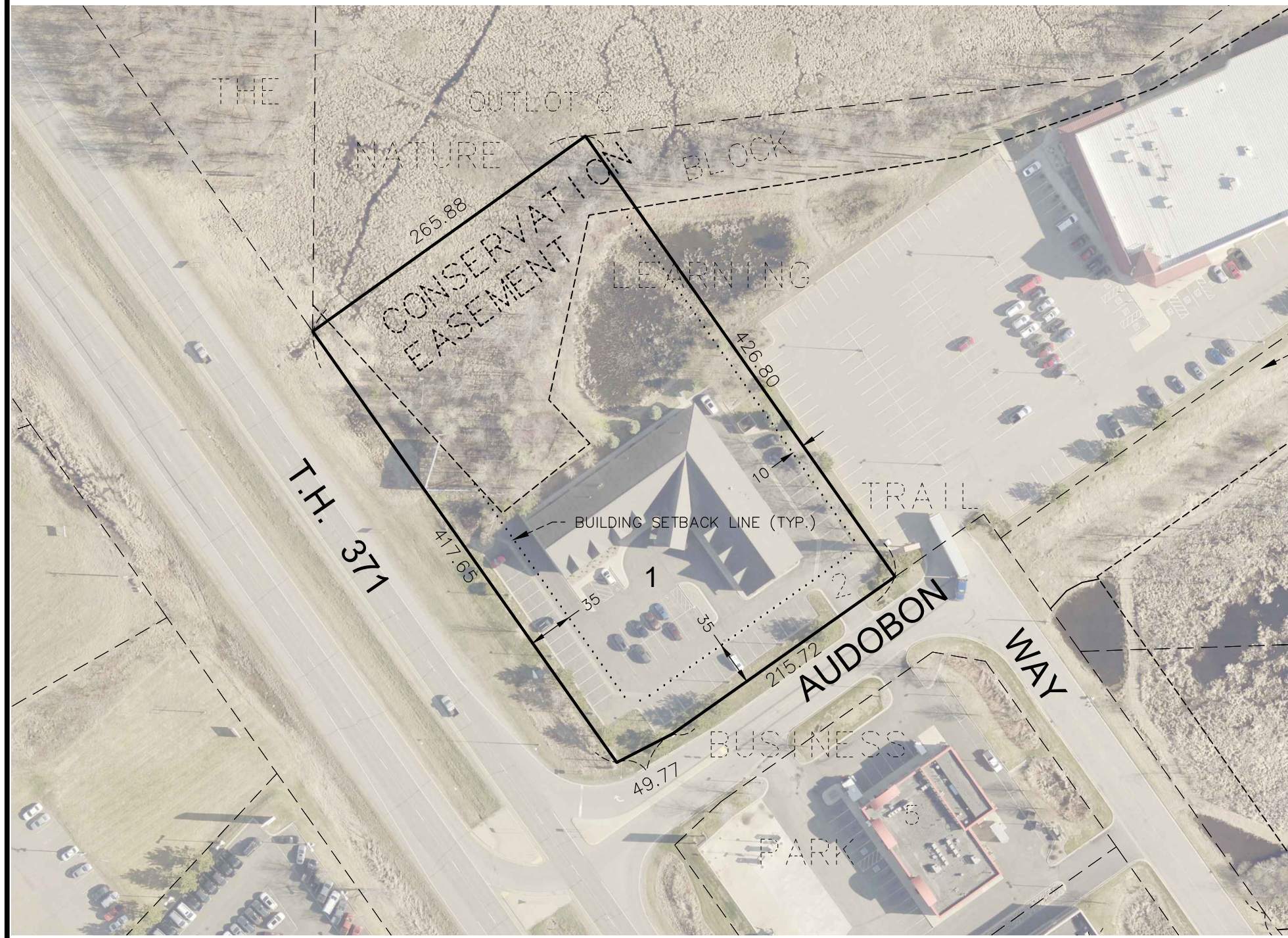
PARCEL EXHIBIT

LOT 3, BLOCK 2,
THE NATURE LEARNING TRAIL BUSINESS PARK,
SECTION 31, TOWNSHIP 134, RANGE 28,
CROW WING COUNTY MINNESOTA



SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON CITY OF BAXTER COORDINATE
DATABASE NAD 83



SURVEYOR'S NOTES:

THE PARCEL NUMBER FOR THE SUBJECT PROPERTY IS 40310563

ACCORDING TO THE CITY OF BAXTER ZONING MAP, THE SUBJECT
PROPERTY IS CURRENTLY LOCATED WITHIN THE C-2 REGIONAL
COMMERCIAL ZONING DISTRICT.

THIS EXHIBIT WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE
COMMITMENT OR OPINION. THERE MAY BE EASEMENTS OR OTHER
LIMITING FACTORS WHICH AFFECT THE SUBJECT PROPERTY THAT
ARE NOT SHOWN ON THIS SURVEY.

**THE PURPOSE OF THIS EXHIBIT IS TO PROVIDE APPROXIMATE
MEASUREMENTS FOR ILLUSTRATION PURPOSES ONLY. IT IS NOT
INTENDED TO BE A BOUNDARY SURVEY NOR SHOULD BE USED AS
ONE.**

SETBACKS SHOWN ARE ACCORDING TO THE BAXTER CITY CODE.

PROPERTY AREAS:

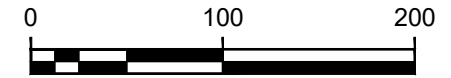
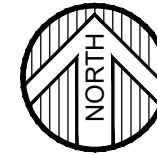
TOTAL AREA OF THE SUBJECT PROPERTY IS 112,867± SQ.FT. (2.59 ACRES)
TOTAL BUILDABLE AREA FOR SUBJECT PROPERTY IS 55,811± SQ. FT. (1.28 ACRES)

© 2024 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

DATE:	6-19-2024	DATE		AMENDMENTS		BY		PREPARED FOR:	CITY OF BAXTER
SCALE:	AS SHOWN							I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DRAWN BY:	ABS							CHAD M. CONNER	DATE:
CHECKED BY:	CMC								LIC. NO. 41643
FILE NUMBER:	2024-10233								

PARCEL EXHIBIT

LOT 3, BLOCK 2,
THE NATURE LEARNING TRAIL BUSINESS PARK,
SECTION 31, TOWNSHIP 134, RANGE 28,
CROW WING COUNTY MINNESOTA



SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON CITY OF BAXTER COORDINATE
DATABASE NAD 83



SURVEYOR'S NOTES:

THE PARCEL NUMBER FOR THE SUBJECT PROPERTY IS 40310562

ACCORDING TO THE CITY OF BAXTER ZONING MAP, THE SUBJECT PROPERTY IS CURRENTLY LOCATED WITHIN THE C-2 REGIONAL COMMERCIAL ZONING DISTRICT.

THIS EXHIBIT WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR OPINION. THERE MAY BE EASEMENTS OR OTHER LIMITING FACTORS WHICH AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

THE PURPOSE OF THIS EXHIBIT IS TO PROVIDE APPROXIMATE MEASUREMENTS FOR ILLUSTRATION PURPOSES ONLY. IT IS NOT INTENDED TO BE A BOUNDARY SURVEY NOR SHOULD BE USED AS ONE.

SETBACKS SHOWN ARE ACCORDING TO THE BAXTER CITY CODE.

PROPERTY AREAS:

TOTAL AREA OF THE SUBJECT PROPERTY IS 209,468± SQ.FT. (4.81 ACRES)

TOTAL BUILDABLE AREA FOR SUBJECT PROPERTY IS 157,541± SQ. FT. (3.62 ACRES)

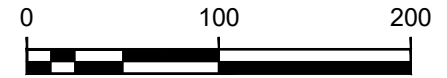
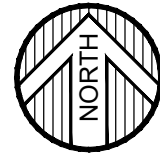
© 2024 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

DATE:	6-19-2024	DATE		AMENDMENTS		BY		PREPARED FOR:	CITY OF BAXTER
SCALE:	AS SHOWN							I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DRAWN BY:	ABS							CHAD M. CONNER	DATE:
CHECKED BY:	CMC								LIC. NO. 41643
FILE NUMBER:	2024-10233								



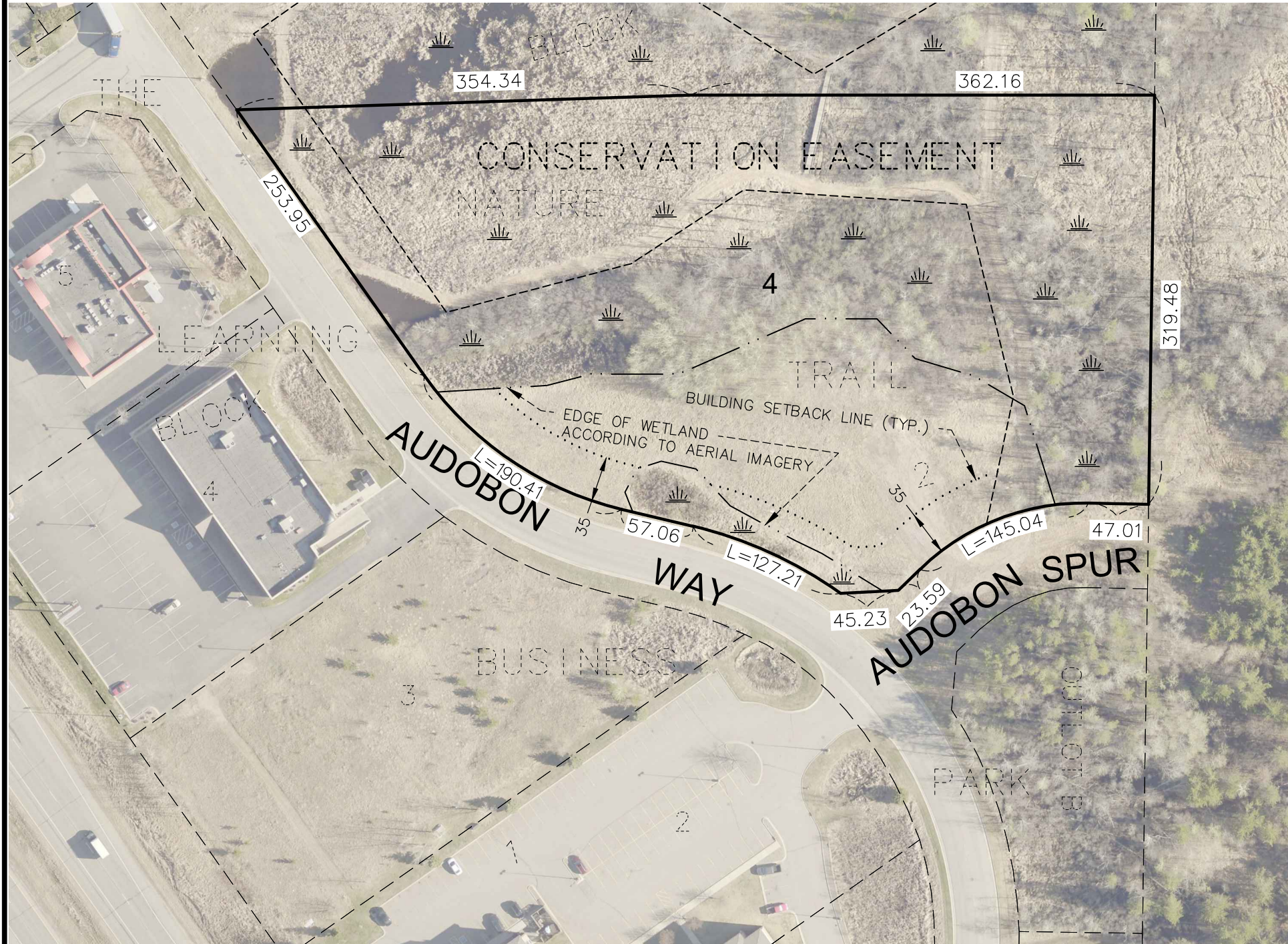
PARCEL EXHIBIT

LOT 4, BLOCK 2,
THE NATURE LEARNING TRAIL BUSINESS PARK,
SECTION 31, TOWNSHIP 134, RANGE 28,
CROW WING COUNTY MINNESOTA



SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON CITY OF BAXTER COORDINATE
DATABASE NAD 83



SURVEYOR'S NOTES:

THE PARCEL NUMBER FOR THE SUBJECT PROPERTY IS 40310560

ACCORDING TO THE CITY OF BAXTER ZONING MAP, THE SUBJECT PROPERTY IS CURRENTLY LOCATED WITHIN THE C-2 REGIONAL COMMERCIAL ZONING DISTRICT.

THIS EXHIBIT WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR OPINION. THERE MAY BE EASEMENTS OR OTHER LIMITING FACTORS WHICH AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

THE PURPOSE OF THIS EXHIBIT IS TO PROVIDE APPROXIMATE MEASUREMENTS FOR ILLUSTRATION PURPOSES ONLY. IT IS NOT INTENDED TO BE A BOUNDARY SURVEY NOR SHOULD BE USED AS ONE.

SETBACKS SHOWN ARE ACCORDING TO THE BAXTER CITY CODE.

PROPERTY AREAS:

TOTAL AREA OF THE SUBJECT PROPERTY IS 200,885± SQ.FT. (4.63 ACRES)

TOTAL BUILDABLE AREA FOR SUBJECT PROPERTY IS 38,819± SQ. FT. (0.89 ACRES)

© 2024 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

DATE:	6-19-2024	DATE		AMENDMENTS		BY		PREPARED FOR:	CITY OF BAXTER
SCALE:	AS SHOWN							I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DRAWN BY:	ABS							CHAD M. CONNER	DATE:
CHECKED BY:	CMC								LIC. NO. 41643
FILE NUMBER:	2024-10233								



Appendix E

Project Schedule

PROPOSED PROJECT SCHEDULE
2025 Commercial Full Depth Reclamation Improvements Project, CPF 4425
BAXTER, MN
Wednesday, September 25, 2024

MAJOR TASKS AND MILESTONES	DATES	REMARKS	NOTES
Authorize Ordering Preparation of Feasibility Report	Tuesday, January 16, 2024	City Council Meeting	
Staff Review	Thursday, March 21, 2024		
Resolution Ordering Feasibility Report	Wednesday, April 3, 2024	Utilities Commission Meeting	
Review Obtaining Jetting & Televising Quotes	Wednesday, April 3, 2024	Utilities Commission Meeting	
Resolution Ordering Feasibility Report	Tuesday, April 16, 2024	City Council Meeting	
Authorize Obtaining Jetting & Televising Quotes	Tuesday, April 16, 2024	City Council Meeting	
Review and Recommendation to Approve Feasibility Report	Thursday, August 8, 2024	Utilities Commission Meeting	
Approve Survey to be Completed	Tuesday, August 20, 2024	City Council Meeting	
Resolution Ordering Feasibility Report	Wednesday, October 2, 2024	Utilities Commission Meeting	
Review and Recommendation to Approve Feasibility Report	Wednesday, October 2, 2024	Utilities Commission Meeting	
Review Feasibility Report at Council Workshop	Wednesday, October 16, 2024		
Resolution Ordering Feasibility Report	Wednesday, October 16, 2024	City Council Meeting	
Resolution Receiving Feasibility Report and Calling Improvement Hearing	Wednesday, October 16, 2024	City Council Meeting	
Send Publication to Paper	Friday, October 18, 2024		
Mailed Notice for Improvement Hearing	Friday, October 18, 2024	One notice at least 10 days prior to hearing	
First Published Notice for Improvement Hearing	Wednesday, October 23, 2024	Twice in local newspaper, one week apart, last notice must be at least three days prior to hearing.	3
Second Published Notice for Improvement Hearing	Wednesday, October 30, 2024		
Improvement Hearing	Thursday, November 7, 2024		
Resolution Ordering Improvements and Preparation of Plans	Tuesday, November 19, 2024	City Council Meeting	
Design and Preparation of Plans and Specifications	November - December, 2024		
Review Plans and Specifications	Wednesday, January 8, 2025	Utilities Commission Meeting	
Resolution Approving Plans and Specifications and Ordering Advertisement	Tuesday, January 21, 2025	City Council Meeting	
Send Publication to Paper	Friday, January 24, 2025		
Bidding Publication	Wednesday, January 29, 2025	Publication must be made at least three weeks before last day to submit bids, at least once in official newspaper and once in trade paper or First Class city newspaper.	3
Bid Opening	Thursday, February 20, 2025	By default bid remains subject to acceptance for 60 days after the Bid opening. @10am	
Bid review with Utilities Commission	Wednesday, March 5, 2025	Utilities Commission Meeting	
Resolution Ordering Assessment Hearing	Tuesday, March 18, 2025	City Council Meeting	
Mailed Notice for Assessment Hearing	Friday, March 21, 2025	One notice at least two weeks prior to hearing	
Published Notice for Assessment Hearing	Saturday, March 22, 2025	Once in local newspaper at least two weeks prior to hearing.	
Assessment Hearing	Tuesday, April 8, 2025		
Resolution Adopting Assessment Rolls	Tuesday, April 15, 2025	City Council Meeting	
Resolution Accepting Bids		City Council Meeting	
Notice of Award		City Council Meeting. Contractor has 15 days to deliver signed agreement, bonds, and insurance certificates.	
End of Assessment Appeal Period	Thursday, May 15, 2025	Appeals to district court must be made within 30 days after adoption of the assessment roll.	
Pre-Construction Meeting	May, 2025		
Public Information Meeting - Construction	May, 2025		
Begin Construction	June, 2025	3 Months of Full Time Construction	
Construction Complete	Summer/Fall 2025		

NOTES

1. City Council Meetings held on 1st and 3rd Tuesdays of each month @ 7:00 p.m.
2. Utilities Commission Meetings held on 1st Wednesday after the 1st Council Meeting of the month @ 5:30 p.m.
3. Brainerd Dispatch is currently only running legal notices on Wednesdays and Saturdays. The deadline for the Wednesday edition, the proof should be submitted no later than Friday of the week prior to publication by 11:00AM and for the Saturday edition, the proof needs to be submitted by Tuesday at 11:00AM.
4. The project schedule assumes all Council actions are taken at a regular scheduled meetings. The schedule could be accelerated with special meetings.
5. **All dates are subject to change, this is a living document. Dates may change based on coordination with other 2024 projects.**

Appendix F

Jetting and Televising Summary

Jetting And Televising Summary

Preliminary televising has brought our attention to issues with sanitary and storm sewers that may require revisions.

Lake Forest Road

Storm: Storm pipe with a circumferential crack and also mid-pipe staining, indicating past backups.

Sanitary: Mid-pipe staining occurs between SSMH-418 and SSMH-411.

Edgewood Drive

Storm: Circumferential crack located between SWMH-158 and SWMH-159 along with an infiltration stain on the same pipe. Edgewood Drive also has a grade 4 broken concrete support.

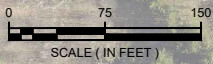
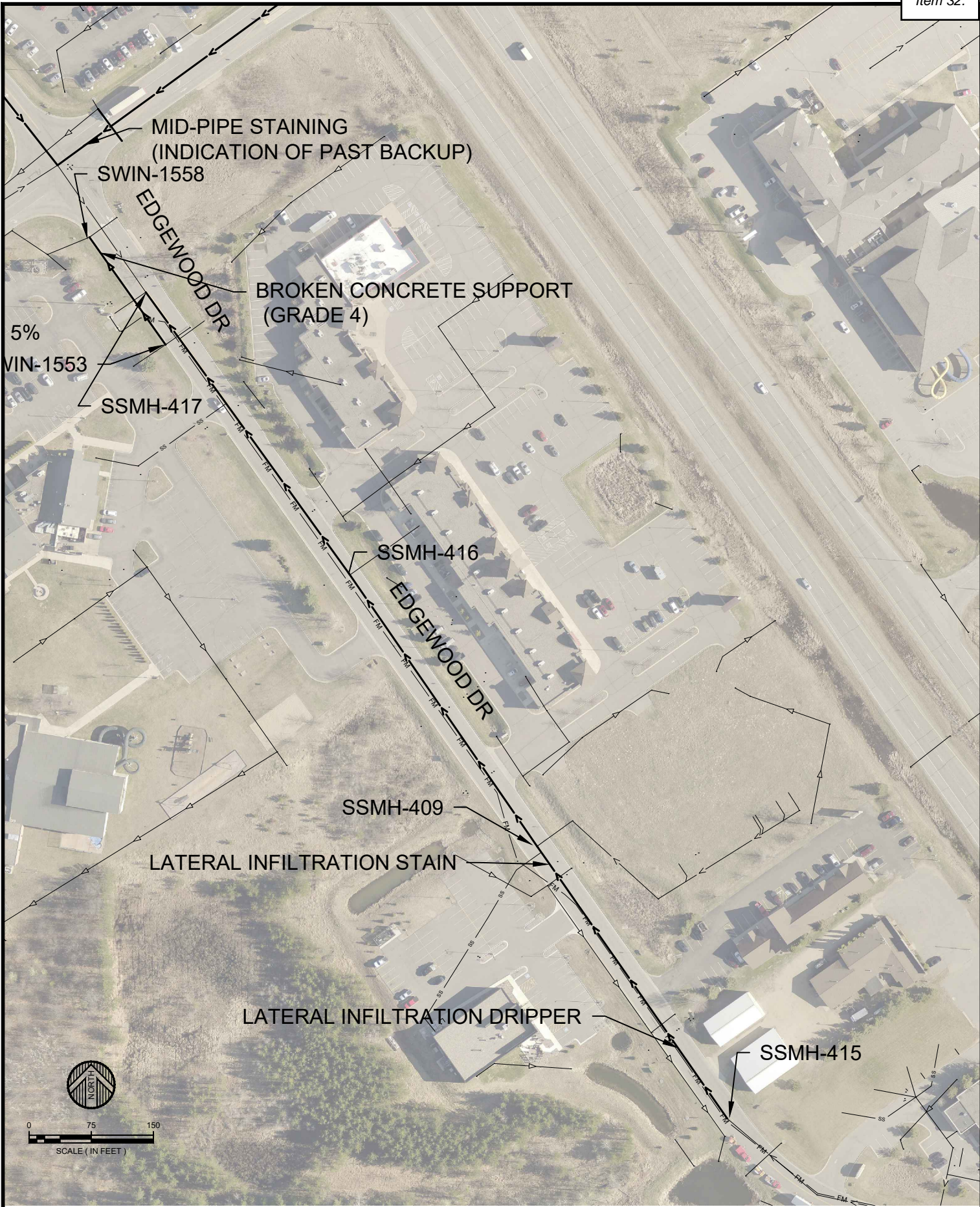
Sanitary: Mid-pipe staining is evident on northern sections of the road, indicating backup issues. There is lateral infiltration drippage at the tap saddle.

Audubon Way

Sanitary: Notable joint separation with visible soil inside the pipe, and also has areas of mid-pipe staining.



	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		DATE	REV#	REVISIONS DESCRIPTION	BY	DATE	###	2025 MILL & OVERLAY AND FULL DEPTH RECLAMATION CITY OF BAXTER BAXTER, MN	258
	ALEX. D. BEITLER DATE: MM/DD/YYYY LIC. NO. 97744							SCALE: AS SHOWN DRAWN BY: JWR/ADB CHECKED BY: ADB		



DATE	REV#	REVISIONS DESCRIPTION	BY	DATE	###





	<small> 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. </small>		<small>DATE</small> <small>REV#</small>	<small>REVISIONS DESCRIPTION</small>	<small>BY</small>	<small>DATE</small>	<small>###</small>	2025 MILL & OVERLAY AND FULL DEPTH RECLAMATION CITY OF BAXTER BAXTER, MN	261
	<small>ALEX. D. BEITLER</small>	<small>DATE: MM/DD/YYYY</small> <small>LIC. NO. 9774</small>	<small>DATE</small>	<small>SCALE:</small> AS SHOWN	<small>DRAWN BY:</small> JWR/ADB	<small>CHECKED BY:</small> ADB	<small>JOB NUMBER:</small> 2024-10233		



DATE	REV#	REVISIONS DESCRIPTION	BY	DATE	###