



UTILITIES COMMISSION MEETING AGENDA

Wednesday, June 08, 2022 at 5:30 PM

Baxter City Hall, 13190 Memorywood Drive, Baxter, MN

CALL TO ORDER

ROLL CALL

CONSENT AGENDA

1. Approve the Utilities Commission Meeting Minutes of May 4, 2022.

BUSINESS ITEMS

2. Recommend Planning & Zoning approve the Conditional Use Permit for Stare Academy with Conditions.
3. Approve the Vacation of Utility Easements, PUD, and Preliminary & Final Plat of Baxter Medical Park Third Addition
4. Approve the Brainerd Lakes Integrated Health System Development Agreement
5. Approve the Brainerd Lakes Integrated Health System Stormwater Facilities Maintenance Agreement.
6. Accept the Brainerd Lakes Storage, LLC. (KO Storage) Municipal Improvements as Outlined in the Development Agreement
7. Accept the Menards, Inc. Municipal Improvements as Outlined in the Development Agreement
8. Approve the Bolton & Menk Fee Amendment for the 2022 Inglewood Drive Railway Crossing & Associated Roadway Improvements Project in the Not to Exceed Amount of \$170,490.00 for a Total Revised Contract Amount of \$946,850.00 as Outlined Above in the Staff Recommendation

Approve the Bolton & Menk Pavement Management Plan Update
9. Award the Base Bid to ASTECH Corporation of St. Cloud, Minnesota in the amount of \$306,774.40 for the 2022 Micro Surfacing Improvements Project
10. Quiet Zone Assessment Project Monthly Update
11. Water Treatment Plant Improvements Project Monthly Update
12. Approve the Northern Plains Contracting Inc. Change Order No. 4 in the deduct amount of \$18,270.57 for the Water Treatment Plant Improvements Project
13. Approve the Northern Plains Contracting Inc. Partial Pay Estimate No. 9 in the amount of \$132,134.10 for the Water Treatment Plant Improvements Project.
14. Install a New Chlorine Feed Booster Pump and VFD at the Water Interconnect Building and Increase the Project Budget from \$150,100 to \$162,950.

- [15.](#) Approve SEH Contract Amendment No. 3 for Water Treatment Plant Filter Reconstruction and Needs Assessment in the not-to-exceed amount of \$25,020.00 for a total revised contract of \$240,703.64
- [16.](#) Accept the KLM Inspection Report for the 400,000 Gallon South Water Tower and budget \$65,000 in the Water Enterprise Fund for Repairs/Maintenance to Structures for the 2023 budget.
- [17.](#) 2021 Mill & Inlay and Full Depth Reclamation Improvements Project Update.
- [18.](#) Approve the Knife River Corporation – North Central Change Order No. 4 in the increased amount of \$20,128.00 and amending the contract completion dates for the 2021 Mill & Inlay and Full Depth Reclamation Improvements Project.
- [19.](#) 2022 Full Depth Reclamation & Reconstruction Improvements Project Monthly Update
- [20.](#) Approve the Anderson Brother Construction Company of Brainerd, LLC Change Order No. 1 in the increased amount of \$27,838.16 for the 2022 Full Depth Reclamation & Reconstruction Improvements Project.
- [21.](#) Approve the Anderson Brother Construction Company of Brainerd, LLC Partial Pay Estimate No. 1 in the amount of \$175,097.34 for the 2022 Full Depth Reclamation & Reconstruction Improvements Project, Municipal Project Number 4422).
- [22.](#) Approve the Tom’s Backhoe Service, Inc. Partial Pay Estimate No. 3 (Final) in the amount of \$2,579.51 for the Lift Station No. 14 Reconstruction Project.
- [23.](#) Lift Station 16 Reconstruction Project Monthly Update
- [24.](#) Approve Plans and Specifications and Authorize Advertisement for Bids for the Lift Station No. 16 Reconstruction Project
- [25.](#) Adopt Resolution No. 2022-XXX to enter into the Master Partnership Contract with the Minnesota Department of Transportation.
- [26.](#) Approve the SEH Agreement for Design and Construction Engineering Professional Services for the Cypress Drive and Douglas Fir Drive Improvements project, in the Not to Exceed Amount of \$614,000.
- [27.](#) Proposal for Engineering Services - City Street Micro Surfacing Pavement Management Program Update

INFORMATIONAL ITEMS

- [28.](#) 2022 Foley Road, Isle Drive, and Forthun Road Improvements Project Update, City Improvement No. 4114
- [29.](#) 2022 Trunk Highway 210 & Inglewood Drive Railway Crossing Improvements Project Update
- [30.](#) 2023 Knollwood Drive Improvements Project Monthly Update
- [31.](#) CSAH 48 Corridor Traffic Study Monthly Update

- [32.](#) Eagle Drive Area Improvements Project Monthly Update
- [33.](#) Holiday Station Store Contamination Project Monthly Update
- [34.](#) Inglewood Drive Drainage Improvements Project Monthly Update
- [35.](#) HR Green MS4 Contract Project Monthly Update
- [36.](#) Section 6 Area A1 Outlet Design Project Monthly Update
- [37.](#) Section 6 Area A1 Outlet Right of Way Acquisition Support Project Monthly Update
- [38.](#) Stormwater Basin Cleaning (SWPOND-105) Project Monthly Update
- [39.](#) TH 210 Street Lighting Improvements Project Monthly Update
- [40.](#) Support with the Update and Revision of Title 8, Chapter 2 – Sewer Use and Service, of the Baxter City Code Project Monthly Update
- [41.](#) Wastewater Treatment Plant Charges for April 2022
- [42.](#) Whiskey Creek Project Update

ADJOURN



ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Utilities Commission Meeting Minutes of May 4, 2022.

Approval Required: Simple Majority Vote

BACKGROUND

The meeting minutes from May 4, 2022 have been prepared and are ready for approval.

FINANCIAL IMPLICATIONS

Click or tap here to enter text.

STAFF RECOMMENDATIONS

Staff recommends approval of the Utilities Commission Meeting Minutes of May 4, 2022.

COUNCIL ACTION REQUESTED

Motion to approve the Utilities Commission Meeting Minutes of May 4, 2022.

BAXTER UTILITY COMMISSION MINUTES

May 4, 2022

5:30 PM

1. Call to Order

The regular meeting of the Baxter Utilities Commission was called to order at 5:30 p.m. by Council Liaison Mark Cross.

2. Roll Call

MEMBERS PRESENT: Commissioners Jack Christofferson, Douglas Stenberg, and Council Liaison Mark Cross.

MEMBERS ABSENT: Commissioner John Brenny and Chairman Rock Yliniemi.

STAFF PRESENT: Assistant City Engineer Trevor Thompson and Administrative Assistant Mary Haugen.

OTHERS PRESENT: Bolton & Menk Consulting Engineer Bryan Drown and Derek Arens, SEH Consulting Engineer Scott Hedlund, and WIDSETH Consulting Engineer Alex Bitter.

3. Consent Agenda

A. Approve the Utilities Commission Minutes of April 6, 2022.

MOTION by Douglas Stenberg, seconded by Jack Christofferson to approve the Utilities Commission Minutes of April 6, 2022. Motion unanimously approved.

Business Item

4. Approve Zip's Car Wash Development Agreement.

Assistant City Engineer Thompson reviewed the Zip's Car Wash Development Agreement. The proposed agreement is an update to what was presented to City Council with the approval of the Four Seasons Car Wash on Glory Road in 2021.

The property has been sold to Spirit Realty, L.P. and Zip's Car Wash has submitted a building permit to construct a new car wash. The previous Development Agreement with Four Season's Car Wash was never recorded because there were numerous attachments that were never finalized with the Owner.

Mr. Thompson had no concerns with the agreement and recommended approval.

MOTION by Douglas Stenberg, seconded by Jack Christofferson to approve Zip's Car Wash Development Agreement. Motion unanimously approved.

5. Approve Zip's Car Wash Stormwater Facilities Maintenance Agreement.

Assistant City Engineer Thompson reviewed the Stormwater Facilities Maintenance Agreement for Zip's Car Wash.

The proposed agreement is an update to what was presented to City Council with the approvals of the Four Seasons Car Wash on Glory Road in 2021. The property has been sold to Spirit Realty, L.P. and Zip's Car Wash has submitted a building permit to construct a new car wash.

The previous stormwater facilities maintenance agreement with Four Season's Car Wash was never recorded because Attachment B was never finalized as the Owner never submitted their final Civil drawings. The attached agreement was revised to change the Owner information to Spirit Realty, L.P.

Mr. Thompson had no concerns with the Stormwater Facilities Maintenance Agreement and recommended approval.

MOTION by Jack Christofferson, seconded by Douglas Stenberg to approve Zip's Car Wash Stormwater Facilities Maintenance Agreement. Motion unanimously approved.

6. Water Treatment Plant Improvements Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the Water Treatment Plant Improvements Project Monthly Update. Assistant City Engineer Thompson gave a brief update on the start up of the plant.

7. Approve the Northern Plains Contracting Inc. Partial Pay Estimate No. 8 in the amount of \$78,362.78 for the Water Treatment Plant Improvements Project.

SEH Consulting Engineer Hedlund reviewed Partial Pay Estimate No. 8 in the amount of \$78,362.78 for the Water Treatment Plant Improvements Project.

The Contractor has earned \$1,798,868.34 to date which represents 95% of the contract value. In accordance with the Agreement, 5% of the amount earned is being retained which results in \$1,708,924.92 being eligible for payment to date. The City previously paid \$1,630,562.14 requested by Partial Pay Estimate Numbers 1 through 7, leaving \$78,362.78 requested in Pay Application 8.

Mr. Hedlund has no concerns with Partial Pay Estimate No. 8 and recommends approval.

MOTION by Jack Christofferson, seconded by Douglas Stenberg to approve the Northern Plains Contracting Inc. Partial Pay Estimate No. 8 in the amount of \$78,362.78 for the Water Treatment Plant Improvements Project. Motion unanimously approved.

8. Approve SEH Agreement for Preparation of Water System Capital Improvement Plan Document in the Not to Exceed Amount of \$15,000.00.

SEH Consulting Engineer Hedlund informed the commission that the City has been working towards a Capital Improvement Plan (CIP) for the entire water

system. City staff will work with SEH and provide a lot of the information needed for the CIP. Below is a breakdown of the asset groups and final deliverables that will be included in the CIP.

Water System CIP document asset groups to be included:

1. Well Facilities
2. Water Treatment Facilities
3. Water Storage Facilities
4. Water Pumping Facilities
5. Water Interconnect Facilities
6. Water Main Assets
7. Hydrant Assets

Final Water System CIP document:

1. Preparation will follow the Task/Hour//Fee schedule included this document.
2. Will identify assumed Consumer's Price Index (CPI) title and monthly time stamped value.
3. Will set all values as June 2022 present worth.
4. Will be set up to allow for Client's future CPI entries and yearly inflation percentages to assist with Client's estimate of future asset replacement values.

Mr. Thompson explained the CIP will help protect the investment the City has into the water system. As mentioned with the Needs Assessment, if a CIP had been put in place for the WTP it is likely that a lot of the issues could have been identified/repared prior to having a catastrophic failure like what happened. The CIP will not only help with scheduling maintenance but help with budgeting. The Needs Assessment from the Water Treatment Plant that was adopted by City Council on July 20th, 2021 will be incorporated into the CIP report.

MOTION by Douglas Stenberg, seconded by Jack Christofferson to approve SEH Agreement in the Not to Exceed Amount of \$15,000.00 for Preparation of Water System Capital Improvement Plan Document. Motion unanimously approved.

9. 2023 Cypress Drive and Douglas Fir Drive Extension Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the 2023 Cypress Drive and Douglas Fir Drive Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

10. Approve the WiDSETH Agreement for Geotechnical Evaluation Report Services for the Cypress Drive and Douglas Fir Extension Project, in the Not to Exceed Amount of \$7,825.

WiDSETH Consulting Engineer Bitter reviewed the Agreement for Geotechnical Evaluation Report Services for the Cypress Drive and Douglas Fir Extension Project. The project is scheduled to be designed this summer and bid in November 2022. To meet this schedule the geotechnical evaluation should

be completed in late May or early June just prior to design.

The Geotechnical Evaluation Report includes soil borings for the new roadway sections and pavement cores and hand auger borings for the full depth reclamation portion of the project. The report will include recommendations for utility (sanitary sewer, water and storm sewer) and roadway design and construction.

WiDSETH will sub-consult with Braun Intertec, Inc. to complete the required soil borings, pavement cores and hand augers along with preparation of the geotechnical report. WiDSETH will coordinate the work, stake boring locations and survey final boring coordinates and elevations.

Mr. Bitter stated the information that is obtained will be incorporated into the project design. Mr. Thompson had no concerns with the agreement and recommended approval.

MOTION by Jack Christofferson, seconded by Douglas Stenberg to approve the WiDSETH Agreement for Geotechnical Evaluation Report Services in the not to exceed amount of \$7,825 for the Cypress Drive and Douglas Fir Extension Project. Motion unanimously approved.

- 11. Approve the WiDSETH Agreement for Assistance with the Part II Wellhead Protection Plan Preparation in the Not to Exceed Amount of \$10,000.00.

WiDSETH Consulting Engineer Bitter reviewed the WiDSETH Agreement for assistance with Part II Wellhead Protection Plan Preparation. WiDSETH assisted City staff in working with the MDH to prepare the Part I WHP Plan.

The next step is to prepare Part II of the WHP Plan meeting MDH requirements. The first step in moving to Part II is to submit the WHP Area Delineation results, the Drinking Water Supply Management Area (DWSMA) boundaries, and the Vulnerability Assessment results to other local units of government (LUGs), so they can provide comments if desired. The City is then required to have a public meeting to communicate the results of the Part I WHP Plan and formalize acceptance of the WHP Area and the DWSMA.

Part II of the WHP Plan focuses on strategies to protect the WHP Area and DWSMA. As required by the MDH and Minnesota Rules 4720.5100 to 4720.5590, there are several tasks required to prepare Part II of the plan, including:

1. Attend second scoping meeting
2. Conduct a contamination source inventory
3. Describe impact of land use changes on public water supply
4. Identify issues, problems, and opportunities
5. Establish WHP goals
6. Prepare objectives and plan of action
7. Create an evaluation program
8. Develop a contingency plan

- 9. **Conduct a public hearing to provide information about the WHP Plan**
- 10. **Submit Part II WHP Plan to MDH**

The City has three years (due date August 29, 2025) to complete their Wellhead Protection Plan, but staff anticipates completing the Part II WHP Plan process in approximately one year. The second Scoping Meeting would be scheduled for late summer with most of the plan preparation in the fall and winter. The final plan will be submitted in the fall of 2023.

Mr. Thompson has no concerns with the agreement and recommends approval.

MOTION by Douglas Stenberg, seconded by Jack Christofferson to approve the WiDSETH Agreement in the Not to Exceed Amount of \$10,000.00 for assistance with the Part II Wellhead Protection Plan Preparation. Motion unanimously approved.

- 12. **2022 Foley Road, Isle Drive and Forthun Road Improvements Project Monthly Update.**

Council Liaison Cross inquired if there were any questions or concerns with the 2022 Foley Road, Isle Drive and Forthun Road Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

- 13. **Approve Limited Use Agreement for R.L. Larson to use Tax Forfeited Property for Storage and Staging during Construction of the 2022 Foley Road, Isle Drive, and Forthun Road Improvements Project.**

Bolton & Menk Consulting Engineer Drown reviewed the Limited Use Agreement with R.L. Larson for the 2022 Foley Road, Isle Drive, and Forthun Road Improvements Project

At the April 6, 2022 Utility Commission meeting, R.L. Larson requested the use of city owned property at the northeast corner of Highland Scenic Road and Mountain Ash Drive for staging and stockpiling materials. The Utilities Commission approved this request with conditions, and that a limited use agreement is executed with R.L. Larson prior to utilizing the site.

City Administration expressed concern of using the location adjacent to a residential area and tasked the project team with identifying an alternative location. The City of Baxter had contacted Crow Wing County and received permission to utilize tax forfeited parcel no. 40070575 on Grouse Drive west of Forthun Road approximately 500' south of the Forthun Road and Foley Road intersection as the project storage and staging area. This parcel is closer to the project site and will take construction operations out of a residential neighborhood. This parcel has wetlands located on it and will have similar conditions placed on its use and a limited use agreement in place prior to it being utilized.

The Limited Use Agreement outlines the restrictions and requirements associated with using the parcel during construction. Mr. Thompson had no concerns with the limited use agreement and recommended approval.

MOTION by Douglas Stenberg, seconded by Jack Christofferson to approve the Limited Use Agreement for R.L. Larson to use Tax Forfeited Property for Storage and Staging during Construction of the 2022 Foley Road, Isle Drive, and Forthun Road Improvements Project. Motion unanimously approved.

14. 2022 Trunk Highway 210 & Inglewood Drive Railway Crossing Improvements Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the 2022 Trunk Highway 210 & Inglewood Drive Railway Crossing Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

15. Adopt Resolution No. 2022-xxx Approving Plans and Specifications and Ordering Advertisement for Bids for the 2022 Trunk Highway 210 & Inglewood Drive Railway Crossing Improvements, Municipal Improvement No. 4121.

Bolton & Menk Consulting Engineer Arens reviewed the Trunk Highway (T.H.) 210 & Inglewood Drive Railway Crossing Improvements plans. The second component to this plan is the 2022 Foley Road, Forthun Road and Isle Drive Improvements project which will be starting construction in early June.

The specific improvements of this project involving relocation of the railroad crossing, street reconstruction, stormwater collection piping, street lights, signals, an RCI, and trails consisting of:

1. Remove south leg of T.H. 210 and Knollwood Drive intersection, including the railroad crossing and connection to Foley Rd.
2. Remove traffic signal at T.H. 210 and Knollwood Drive intersection and construct a Reduced Conflict Intersection (RCI) with street lighting system.
3. Traffic signal and turn lane improvements on T.H. 210 at the intersection of Inglewood Drive.
4. Storm sewer improvements on T.H. 210 at the intersections of Knollwood Drive and Inglewood Drive.
5. Roadway, trail, and railway crossing improvements on Inglewood Drive from T.H. 210 to Foley Road.

Mr. Arens stated that bids are scheduled to be received and publicly opened on Thursday, June 16, 2022. Mr. Thompson had no concerns with the project plans and recommended approval.

MOTION by Jack Christofferson, seconded by Douglas Stenberg to adopt Resolution No. 2022-xxx Approving Plans and Specifications and Ordering Advertisement for Bids for the 2022 Trunk Highway 210 & Inglewood Drive Railway Crossing Improvements, Municipal Improvement No. 4121. Motion unanimously approved.

16. Approve the Bolton & Menk Plans and Specifications and Authorize Advertisements for Bids for the 2022 Micro Surfacing Project.

Bolton & Menk Consulting Engineer Drown reviewed the plans and specifications for the 2022 Micro Surfacing Improvements Project. The project includes the residential area located west of Memorywood Drive, north of T.H. 210, east of Oakwood Drive and south of Cedar Scenic Road. These segments were identified as micro surfacing candidates as they have 2019 PASER ratings of 6 & 7 and exhibit slight to moderate surface distress.

Mr. Drown stated it is anticipated that unit costs will be higher this year. In speaking with last year’s micro surfacing contractor, ASTECH, the price of bituminous material is currently changing on a daily basis. Mr. Drown has structured the plans and specifications to include 70% (by area) of the identified streets as a base bid and the remaining 30% as a bid alternate to structure a project to be in the range of a construction cost of \$310,000.00. Bids received will be analyzed to identify streets to be completed within budget restraints.

Mr. Thompson had no concerns and recommended approval of the project plans and authorize staff to bid the project.

MOTION by Douglas Stenberg, seconded by Jack Christofferson to Bolton & Menk Plans and Specifications and Authorize Advertisements for Bids for the 20222 Micro Surfacing Project. Motion unanimously approved.

17. Information Only

- A. 2021 Mill & Overlay and Full Depth Reclamation Improvement Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the 2021 Mill & Overlay and Full Depth Reclamation Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

- B. 2022 Full Depth Reclamation and Reconstruction Improvements Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the 2022 Full Depth Reclamation and Reconstruction Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

- C. 2023 Knollwood Drive Improvements Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the 2023 Knollwood Drive Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

- D. Crow Wing County 2022-2026 Highway Improvement Plan Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the Crow Wing County 2022 - 2026 Highway Improvements Project Update. There was no new information or questions from the commission or the public.

- E. CSAH 48 Corridor Traffic Study Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the CSAH 48 Corridor Traffic Study Monthly Update. There was no new information or questions from the commission or the public.

- F. Eagle Drive Area Improvements Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the Eagle Drive Area Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

- G. Holiday Station Contamination Assistance Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the Holiday Station Contamination Assistance Project Monthly Update. There was no new information or questions from the commission or the public.

- H. Inglewood Drive Drainage Improvements Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the Inglewood Drive Drainage Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

- I. Lift Station No. 14 Improvements Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the Lift Station No. 14 Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

- J. Lift Station No. 16 Improvements Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the Lift Station No. 16 Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

- K. Section 6 Area A1 Stormwater Outlet Improvements Project & Right-of-Way Acquisition Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the Section 6 Area A1 Stormwater Outlet Improvements Project and Right-of-Way Acquisition Monthly Update. There was no new information or questions from the commission or the public.

- L. T.H. 210 Street Lighting Improvements Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the T.H. 210 Street Lighting Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

- M. Title 8, Chapter 2 – Sewer Use and Service, of the Baxter City Code Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the Title 8, Chapter 2 - Sewer Use and Service, of the Baxter City Code Monthly

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

- N. Wastewater Treatment Plant Charges for March 2022.

Council Liaison Cross inquired if there were any questions or concerns with the Wastewater Treatment Plant Charges for March 2022. There was no new information or questions from the commission or the public.

- O. Whiskey Creek Stormwater Improvements Project Monthly Update.

Council Liaison Cross inquired if there were any questions or concerns with the Whiskey Creek Stormwater Improvements Project Monthly Update. There was no new information or questions from the commission or the public.

18. Adjourn

MOTION by Douglas Stenberg, seconded by Jack Christofferson to adjourn the meeting at 6:00 p.m. Motion unanimously approved.

Approved by:

Respectfully submitted,

Jack Christofferson
Vice Chair

Mary Haugen
Public Works Administrative Assistant



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Recommend Planning & Zoning approve the Conditional Use Permit for Stare Academy with Conditions.

Approval Required: Simple Majority Vote

BACKGROUND

Heritage Assembly of God Church representatives have submitted a Conditional Use Permit Application to use the building for Stare Academy. The school would consist of Pre-K to 8th grade for the 2022 – 2023 school year. Pre-K – 9th for the 2023 – 2024 school year, Pre-K – 10th for the 2024 – 2025 school year, Pre-K – 11th for the 2025 – 2026 school year and Pre-K – 12th for the 2026 – 2027 school year. Currently, the plan is temporary with plans to build or purchase a building suitable for use once the school is up and running and financially stable.

The existing parking lot can accommodate 12 – 25 staff members for the school. When the school growth reaches the need for buses, the school is proposing to use the entrance off College Road and exit that goes around the back of the church building for drop off and pick up. The parking lot and existing roundabout on College Drive and Cypress Drive will assist in minimizing traffic congestion.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

Staff does not have any concerns with the proposed impacts to the adjacent streets. Staff recommends approval with the condition that Sewer and Water Availability Charges are paid at the time of a building permit and/or change of use of the facility.

COUNCIL ACTION REQUESTED

Motion to recommend the Planning & Zoning Commission approve the Conditional Use Permit for Stare Academy with the condition that Sewer and Water Availability Charges are paid at the time of a building permit and/or change of use of the facility.

For Internal Use Only

Item 2.



MAY 24 2022

CITY OF BAXTER LAND USE APPLICATION FORM

Project # 22-23
Fees Paid: \$ 600.00
Escrow Paid \$ 500.00
Receipt # 235622
Escrow Code 022-23 P

Type of Application (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Architectural Review | <input type="checkbox"/> Final Plat |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Vacation (Street/Easements) |
| <input type="checkbox"/> Interim Use Permit | <input type="checkbox"/> Comprehensive Plan Amendment |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Zoning/Subdivision Ordinance Amendment |
| <input type="checkbox"/> Sketch Plan Review | <input type="checkbox"/> Shore Land Alteration Permit |
| <input type="checkbox"/> Administrative Subdivision | <input type="checkbox"/> Other |
| <input type="checkbox"/> Preliminary Plat | |

Project Name or Description: STACE ACADEMY TO USE HERITAGE Church @ 13242 Berrywood Drive For School.

Property Information

Address: 13242 Berrywood Dr PID Number: _____
Legal Description (attach if necessary): _____

Applicant Information

Name: Tom HICE - for HeritAGE Church - 13242 Berrywood Dr
Address: 3670 Sleepy Hollow Rd. Fort Ripley MN 56449
Street City State Zip
Phone (W): 218-829-3209 Phone (H): 218-330-6565 Fax: _____
Print or Type Name: BRYAN Deeder Email Address: tomhice@icloud.com
Contact Person Name (if other than applicant): Tom HICE
Phone: 218-330-6565 Address: _____

Owner Information

Name: HeritAGE Assembly of God
Address: 13242 Berrywood Dr Baxter MN 56425
Street City State Zip
Phone (W): 218-829-3209 Phone (H): _____ Fax: _____
Print or Type Name: BRYAN DEEDER Email Address: BRYAN@heritagechurch.org

If this permit is granted, I hereby certify that all work will be done as stated herein and in accordance with all applicable laws and ordinances of the State of Minnesota and the City of Baxter.

Applicant's Signature T.R.H. Date 5/20/22

Applicant's Printed Name THOMAS R. HICE

Owner's Signature _____ Date _____

Owner's Printed Name _____



Conditional Use Permit Application Requirements

All of the following information must be submitted. Once the application has been submitted with the appropriate fees, staff will review for completeness. Applications will be scheduled for public meetings only if all required items are submitted. The applicant will be notified within 15 business days as to whether or not the application is complete. Once the application is deemed complete, the 60-day statutory review period will begin. The City may extend the review period an additional 60 days if necessary to complete the review process.

- H 1) A completed and signed Land Use Application Form.
- H 2) A non-refundable fee and an escrow deposit.
- H 3) A written narrative describing the proposal, including (as applicable):
 - a) Nature of request.
 - b) Impact on adjoining properties and mitigating measures to minimize impact.
 - c) Buildings to be constructed or utilized.
 - d) Intended use of buildings and property.
 - e) Hours and days of operation.
 - f) Number of employees.
 - g) Impact on traffic, including type and amount of traffic, access, and parking provisions.
 - h) Potential environmental impacts and measures to avoid or minimize the potential impacts.
 - i) Proposed measures to provide buffering from proposed use to adjacent properties.
 - j) Future expansion plans.
 - k) Is the proposed use consistent with the Baxter Comprehensive and Land Use Plan?
- N/A 4) One (1) full size set, three (3) reduced (11x17) sets, and an electronic (PDF) format at the time of submittal.
- 5) Certified Survey of property by registered surveyor, if deemed necessary.
- 6) Architectural Plans: Architectural plans for buildings indicating elevations, entrances, heights, floor plan and materials to be used on the exterior.
- N/A 7) Compliance with Wetland Conservation Act. A wetland report by a Certified Wetland Specialist. Identification and delineation of all wetlands on the site including preservation and filling and mitigation.
- N/A 8) Development Plan: A general development plan for the property indicating topography, location of existing and proposed buildings/structures, proposed streets and driveways, landscaping and drainage.
- 9) The City shall have the authority to request additional information from the applicant concerning operational factors or to retain expert testimony with the consent and at the expense of the applicant concerning any information declared necessary to establish performance conditions.

The Conditional Use request will be scheduled for a public hearing before the Planning and Zoning Commission. All property owners within a minimum of 500 feet of your lot line will be notified by mail, by the City, of the public hearing date and time. The Planning and Zoning Commission's recommendation will then be considered by the City Council. Unless otherwise specified by the Zoning Administrator or City Council at time of approval, the Conditional Use Permit will expire within one year unless the property owner or applicant has substantially started the construction of any building, structure, addition or alteration, or use requested as part of the approved plan. Prior to the expiration, the applicant may apply for a time extension of up to one year.

No application for a conditional use permit which has been considered and denied by the city council shall be resubmitted for a period of six (6) months from the date of city council action denying the permit, except on grounds of new evidence, or proof of change of conditions found valid by the planning and zoning commission.

This handout is intended to provide a *summary* of the submittal requirements. It is the responsibility of the applicant to know the applicable land use regulations. Please see the Baxter City Code for a complete, detailed listing of requirements. Conditional Use Permit procedures can be found in Chapter 7 (Conditional Use Permit) of the Zoning Ordinance. If you have any questions about these requirements, please contact City Hall to speak with the Zoning Administrator.

Conditional Use Permit application for Stare Academy to use the Heritage Assembly of God building for School

We would like to use the existing church building for school. Pre K to 8th grade for the 22-23 school year. Pre K-9 for the 23-24 school year and Pre k-10 for the 24-25 school year and pre K-11 for the 25-26 School year and Pre K-12 for the 26-27 year going forward. The plan as of today would be that this is temporary, they schools plans to build or purchase a building suitable for use once the school is up and running and can financially do so.

School would be from Sept to May with school time from 7:30am to 5:15pm Monday to Friday. School calendar is attached. With a few expectations for school music concerts or assemblies. We see very little impact to the area around the school and adjoining properties. The church sits on Berrywood Drive across the street from a park with little traffic and far enough down the road from housing to cause any disruptions.

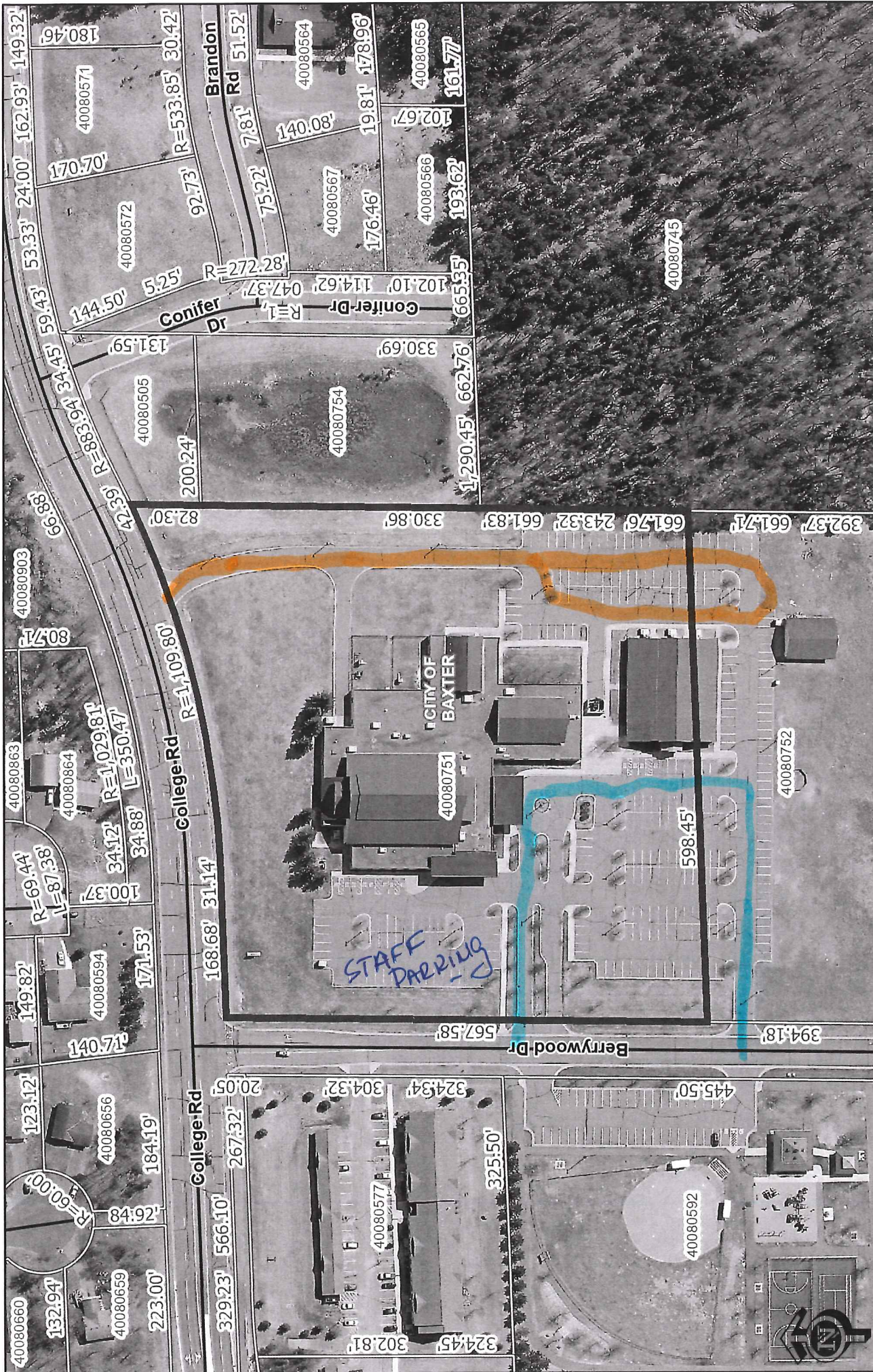
The Church membership uses the building mainly on Wednesday evening starting at 6pm and Sundays. The school would use the buildings on Monday-Friday and the church and school would work together to make sure they do not intend to both use the school space at the same time. The existing parking lot is plenty big to accommodate 12-25 staff members for the school. And if and when the school requires school buses, the school will use the far entrance and exit that goes around the back of the church building for bus drop off and pick up. So parents dropping kids off and buses would not use the same entrances and exits. The church parking lot and existing round about it close to perfect for this use. We see no congestion issues.

The new use and the current use are very similar and we feel they pair together perfectly. You can tell this was the intent when the buildings were built. The school will use the existing class rooms in the church building. The school with use the Gym in the student building just next to the main church. The school will use the cafeteria that is in the church for lunch. At this time, lunches will be catered in by another food provider and maybe in the future the school will provide made meals. If and when this happens the school will make sure to have permissions for any and all required governing body's.

Please see parking and bus usage on attached.

Stare Academy School Calendar 2022-2023

Tues-Thur., Aug. 30-Sept. 1	Teacher Workshop
Tuesday, Sept. 6	1 st Day of School
Friday, Sept. 30	Teacher Workshop – ½ Day
Thursday Oct. 20	Teacher Workshop
Friday, Oct. 21	No School
Friday, Nov. 4	End of 1 st Qtr. (42 Days)
Thursday Nov. 10	½ Day Parent Conferences
Friday, Nov. 11	Parent Conferences
Wed, Nov. 23 – Fri. Nov. 25	Thanksgiving Break
Thur. Dec. 22 – Mon, Jan 2	Christmas Break
Monday, Jan. 16	MLK – No School
Thur., Jan. 19	End of 2 nd Qtr. (42 Days)
Friday, Feb. 17	Teacher Workday
Monday, Feb. 20	President’s Day – No School
Thursday, March 3	No School – Teacher Workday (Off-site)
March 13-17	Spring Break
Friday, March 24	End of 3 rd Qtr. (40 Days)
Friday, April 7	Good Friday – No School
Monday, April 10	Easter Monday – No School
Friday, May 12	Teacher Workday
Friday, May 26	End of 4 th Qtr. (42 Days)



Blue outline = Parent Pick-up & Drop off
Orange outline = Potential Bus Drop off & Pick up.

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their accuracy, completeness, or fitness for a particular purpose.

Item 2.



Date: 5/20/2022 Time: 3:30:39 PM

City of Baxter
13190 Memorywood Dr
PO Box 2626
Baxter, MN 56425
(218) 454-5100
www.baxtermn.gov
cityhall@baxtermn.gov

05/23/2022 12:32 PM
Receipt No. 00235622

\$600.00 - 13242 Berrywood Dr Conditional Use Permit
\$500.00 - 13242 Berrywood Dr Escrow/Deposit PROJECT

13242 Berrywood Dr C	
onditionalUsePermit	600.00
13242 Berrywood Dr E	
scrow/Deposit PROJEC	
T	500.00

Total	1,100.00
Cash	0.00
Check # 2203	1,100.00
Change	0.00

Hice Agency LLC
Customer # 014445
8175 Industrial Park Rd Ste 2
Baxter, MN 56425

Cashier: cwermtcr



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Vacation of Utility Easements, PUD, and Preliminary & Final Plat of Baxter Medical Park Third Addition

Approval Required: Simple Majority Vote

BACKGROUND

The Preliminary & Final Plat of Baxter Medical Park Third Addition was triggered by the proposed Essentia Health Musculoskeletal Center Addition to the Baxter Clinic. The proposed development will require a Development Agreement and Stormwater Facilities Maintenance Agreement.

FINANCIAL IMPLICATIONS

Click or tap here to enter text.

STAFF RECOMMENDATIONS

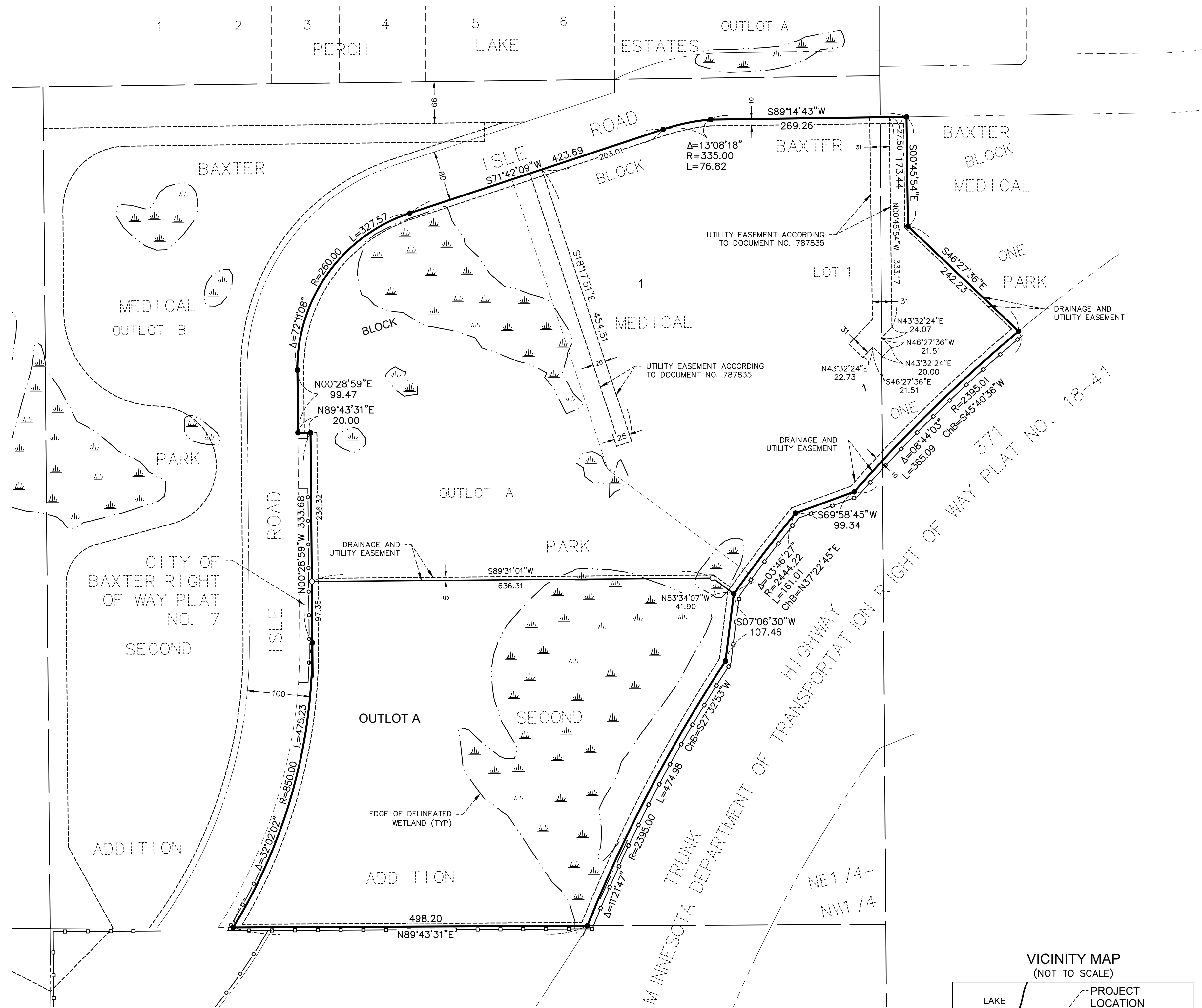
Staff recommends Planning & Zoning approve the Vacation of Utility Easements, PUD, and Preliminary & Final Plan of Baxter Medical Park Third Addition contingent on the following conditions:

1. Dedicate the standard drainage and utility easement on the final plat lot lines.
2. Enter into a Development Agreement with the City for the proposed municipal improvements and record against the plat prior to issuing a building permit.
3. Enter into a Stormwater Facilities Maintenance Agreement and record against the plat prior to issuing a building permit.
4. 20' Easement on the plat over all watermains, fire hydrants and valves.
5. 30' Easement on the plat over all 8" Sanitary Sewer mains and manholes.

COUNCIL ACTION REQUESTED

Motion to recommend Planning & Zoning approve the Vacation of Utility Easements, PUD, and Preliminary & Final Plan of Baxter Medical Park Third Addition with the conditions listed in the staff recommendations.

BAXTER MEDICAL PARK THIRD ADDITION



KNOW ALL PERSONS BY THESE PRESENTS: That Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation is the owner of the following described property situated in Crow Wing County, Minnesota:

Lot 1 and Outlot A, BAXTER MEDICAL CENTER SECOND ADDITION, According to the recorded plat thereof on file in the Crow Wing County, Minnesota, Recorder's Office.
EXCEPT
Parcel 4, CITY OF BAXTER RIGHT OF WAY PLAT NO. 7, According to the recorded plat thereof on file in the Crow Wing County, Minnesota, Recorder's Office.
Subject to easements, reservations or restrictions of record, if any.

Have caused the same to be surveyed and platted as BAXTER MEDICAL CENTER THIRD ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat

IN WITNESS WHEREOF, said Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

The Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation

John Sperrazza, Senior Vice President, Operations

State of _____

County of _____

This instrument was acknowledged before me on _____, by John Sperrazza, Senior Vice President, Operations of Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation.

Notary Public _____

My Commission Expires: _____

I, Chad M. Conner, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Chad M. Conner, Land Surveyor
Minnesota License Number 41643

State of Minnesota
County of Crow Wing

This instrument was acknowledged before me on _____ by Chad M. Conner.

Darcie French
Notary Public, Crow Wing County, Minnesota
My Commission Expires: 01-31-2023

This plat of BAXTER MEDICAL CENTER THIRD ADDITION was approved and accepted by the City Council of the City of Baxter, Minnesota, at a regular meeting thereof held this ____ day of _____, 20____, and said plat is in compliance with the provisions of the Minnesota Statutes, Section 505.03, Subd. 2.

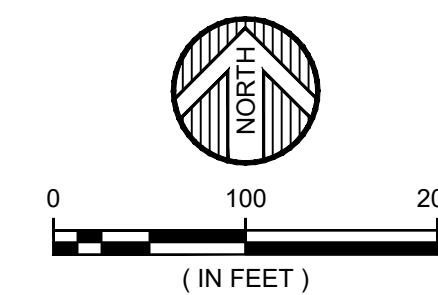
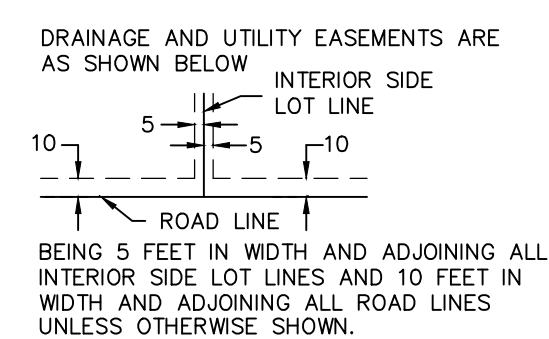
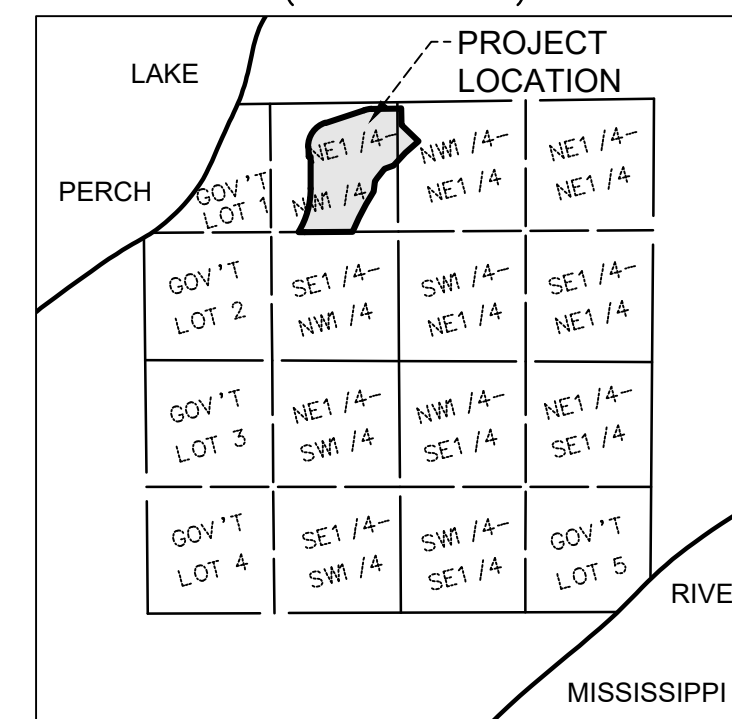
Mayor _____

Assistant City Administrator/City Clerk

Pursuant to Minnesota Statutes, Chapter 272.12, that there are no delinquent taxes on the land hereinbefore described on this plat and transfer and pursuant to Chapter 505.021, Subd. 9, taxes payable for the year 20____ on the land hereinbefore described have been paid this ____ day of _____, 20____.

Auditor/Treasurer
Crow Wing County, Minnesota

VICINITY MAP
(NOT TO SCALE)



- ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CITY OF BAXTER COORDINATE DATABASE NAD 83
- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2 INCH IRON PIPE MONUMENT SET AND MARKED RLS # 41643
- ▬ = DENOTES DELINEATED WETLAND
- = DENOTES EXISTING RIGHT OF CONTROLLED ACCESS DEDICATED TO THE CITY OF BAXTER
- = DENOTES EXISTING RIGHT OF CONTROLLED ACCESS DEDICATED TO THE STATE OF MINN.

PRELIMINARY PLAT BAXTER MEDICAL PARK THIRD ADDITION

OWNER	BRAINERD LAKES INTEGRATED HEALTH 2024 SOUTH 6TH ST BRAINERD, MN 56401
DESCRIPTION	LOT 1, BLOCK ONE AND OUTLOT A, BAXTER MEDICAL PARK SECOND ADDITION SECTION 18, TOWNSHIP 133, RANGE 28, CROW WING COUNTY, MN.
SURVEYOR	CHAD M. CONNER WIDSETH 7804 INDUSTRIAL PARK ROAD BAXTER, MN.
AREA	22.0 ACRES
ZONING	OS, OFFICE SERVICE
DATE	MAY 24, 2022

SURVEYOR'S NOTES:

ACCORDING TO THE CROW WING COUNTY GIS MAPPING APPLICATION, THE SUBJECT PROPERTY IS LOCATED WITHIN THE OFFICE SERVICE ZONING DISTRICT.

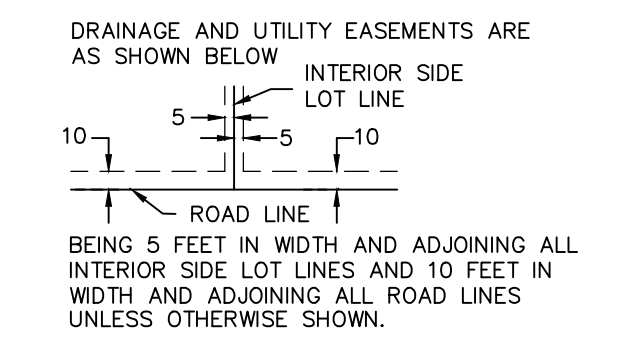
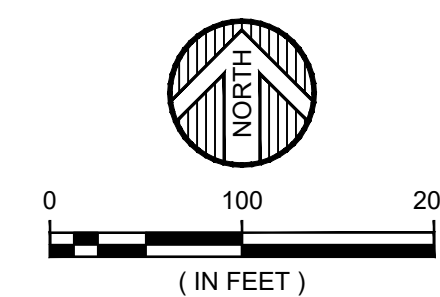
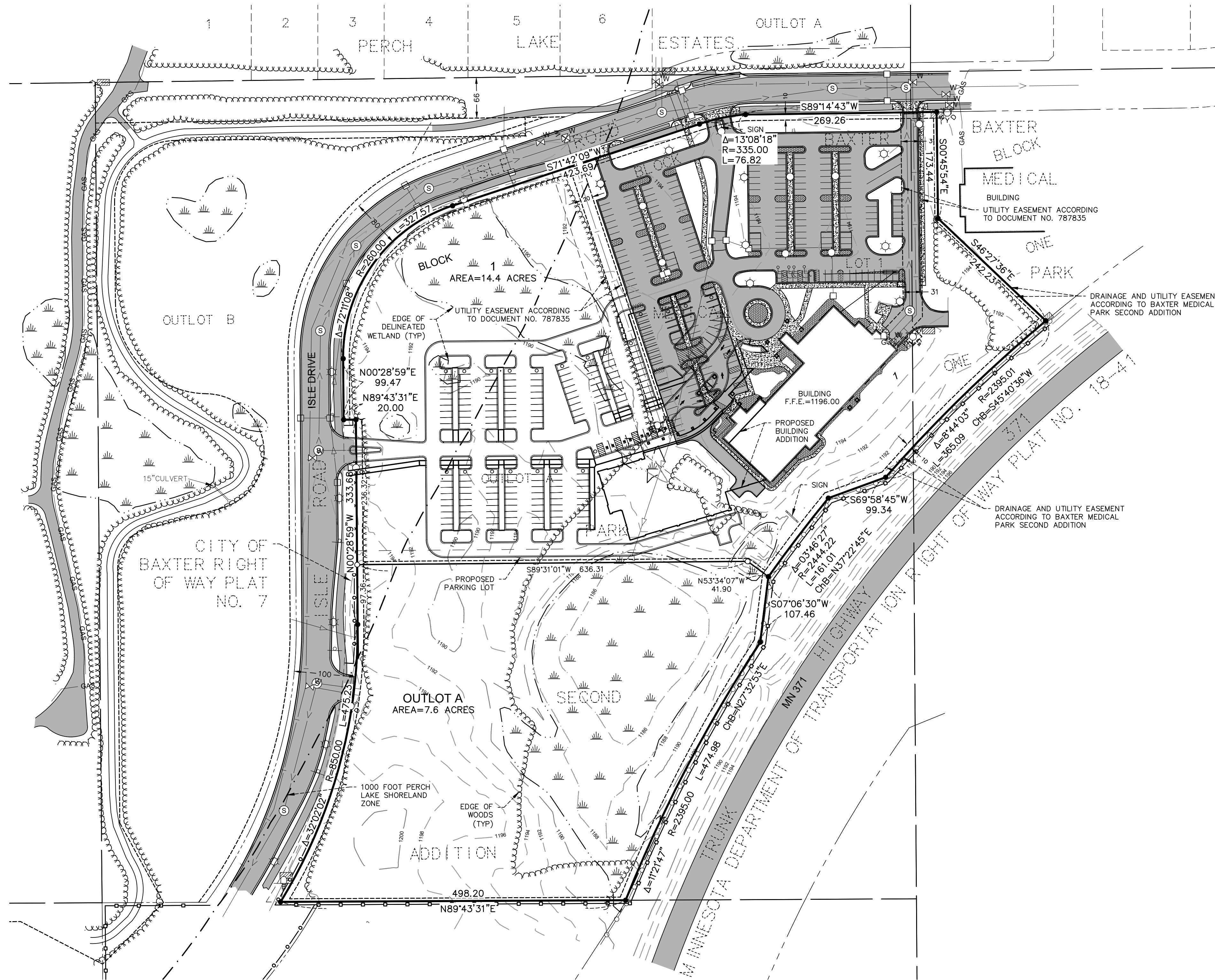
ACCORDING TO THE CITY OF BAXTER CITY CODE, THE BUILDING SETBACK LINES FOR THE OFFICE SERVICE ZONING DISTRICT ARE AS FOLLOWS:

PRINCIPLE STRUCTURE SETBACKS	
FRONT YARD	= 35 FEET
SIDE YARD	= 10 FEET
SIDE YARD	= 35 FEET ABUTTING CORNER
REAR YARD	= 30 FEET

ACCESSORY STRUCTURE SETBACKS	
FRONT YARD	= 35 FEET
SIDE YARD	= 10 FEET
SIDE YARD	= 35 FEET ABUTTING CORNER
REAR YARD	= 10 FEET

ACCORDING TO F.E.M.A. COMMUNITY PANEL NUMBER 27035C0510C EFFECTIVE DATE AUGUST 15, 2017 THE SUBJECT PROPERTY IS WITHIN ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD) AND ZONE "AE" (SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATION).

THE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY ARE ACCORDING TO OBSERVED EVIDENCE AND GOPHER ONE, TICKET NO. 220670664 TOGETHER WITH PLANS. WIDSETH ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS AND ACCURACY OF THESE LOCATIONS. FURTHER LOCATIONS AND VERIFICATIONS ARE RECOMMENDED BEFORE ANY CONSTRUCTION OR EXCAVATION.



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CITY OF BAXTER COORDINATE DATABASE NAD 83

ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2 INCH IRON PIPE MONUMENT SET AND MARKED RLS # 41643
- ⊙ = DENOTES SANITARY SEWER MANHOLE
- ⊕ = DENOTES HYDRANT
- ⊗ = DENOTES WATER VALVE
- ⊠ = DENOTES CATCH BASIN
- ⊡ = DENOTES STORM SEWER APRON
- ⊙ = DENOTES LIGHT POLE
- ⊕ = DENOTES ELECTRIC TRANSFORMER
- ⊕ = DENOTES ELECTRIC METER
- ⊕ = DENOTES GAS METER
- ⊕ = DENOTES CONIFEROUS TREE
- ⊕ = DENOTES DECIDUOUS TREE
- ⊕ = DENOTES SHRUB
- ⊕ = DENOTES DELINEATED WETLAND
- ⊕ = DENOTES HANDICAPPED PARKING STALL
- ⊕ = DENOTES UNDERGROUND NATURAL GAS LINE
- ⊕ = DENOTES SANITARY SEWER LINE
- ⊕ = DENOTES STORM SEWER LINE
- ⊕ = DENOTES WATER LINE
- ⊕ = DENOTES CHAINLINK FENCE
- ⊕ = DENOTES EASEMENT
- ⊕ = DENOTES RIGHT OF CONTROLLED ACCESS DEDICATED TO THE CITY OF BAXTER
- ⊕ = DENOTES RIGHT OF CONTROLLED ACCESS DEDICATED TO THE STATE OF MINNESOTA

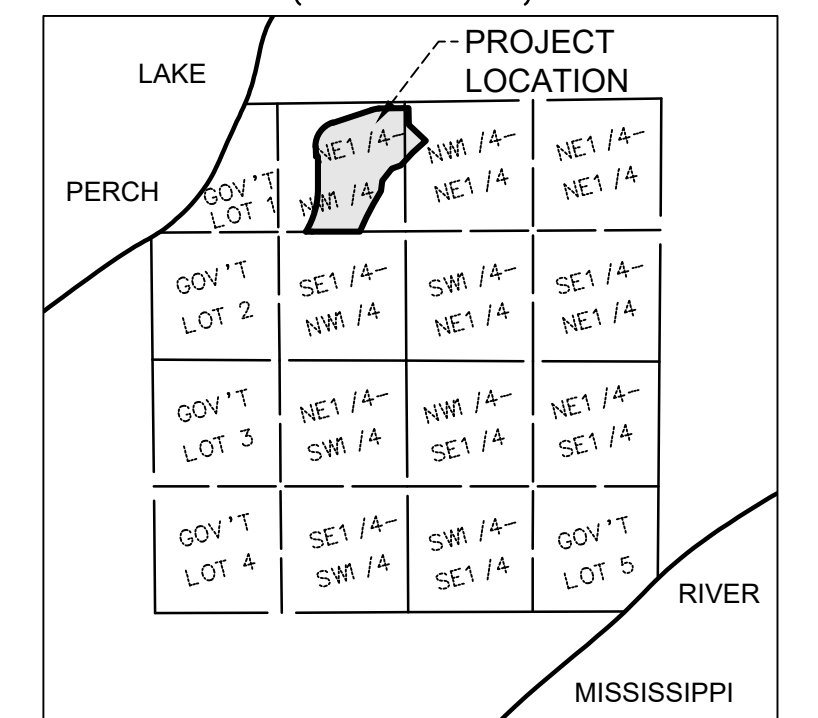
- = DENOTES BITUMINOUS SURFACE
- = DENOTES CONCRETE SURFACE
- = DENOTES LANDSCAPING SURFACE

IMPERVIOUS CALCULATIONS:
(FOR LOT 1, BLOCK 1, BAXTER MEDICAL PARK THIRD ADDITION ONLY)

TOTAL AREA NON-SHORELAND= 496,973± SQ. FT. (11.4 ACRES)
EXISTING CONDITIONS:
IMPERVIOUS COVERAGE = 299,850 SQ. FT
IMPERVIOUS PERCENTAGE = 60.3 %
(299,850 / 496,973 = 0.6034)

TOTAL AREA SHORELAND= 131,886± SQ. FT. (3.0 ACRES)
EXISTING CONDITIONS:
IMPERVIOUS COVERAGE = 22,525 SQ. FT
IMPERVIOUS PERCENTAGE = 17.1 %
(22,525 / 131,886 = 0.1708)

VICINITY MAP (NOT TO SCALE)





ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Brainerd Lakes Integrated Health System Development Agreement

Approval Required: Simple Majority Vote

BACKGROUND

Essentia Health is proposing a 44,000 square foot 2-story musculoskeletal center addition to their existing health care facility on Isle Drive. The expansion will require additional watermain improvements for fire protection and domestic use along with sanitary sewer main improvements which require a Development Agreement. City practice requires all Municipal Improvements to meet the City's specifications, and this is accomplished by entering into a development agreement.

City staff has completed a review of the municipal improvements and has provided comments to the Engineer. Revised plans will be presented at the Utilities Commission meeting. Attached are a few of the original plan sheets showing the proposed improvements.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATIONS

Staff recommends approving the Development Agreement contingent on the City Engineer's approval of the revised plans.

COUNCIL ACTION REQUESTED

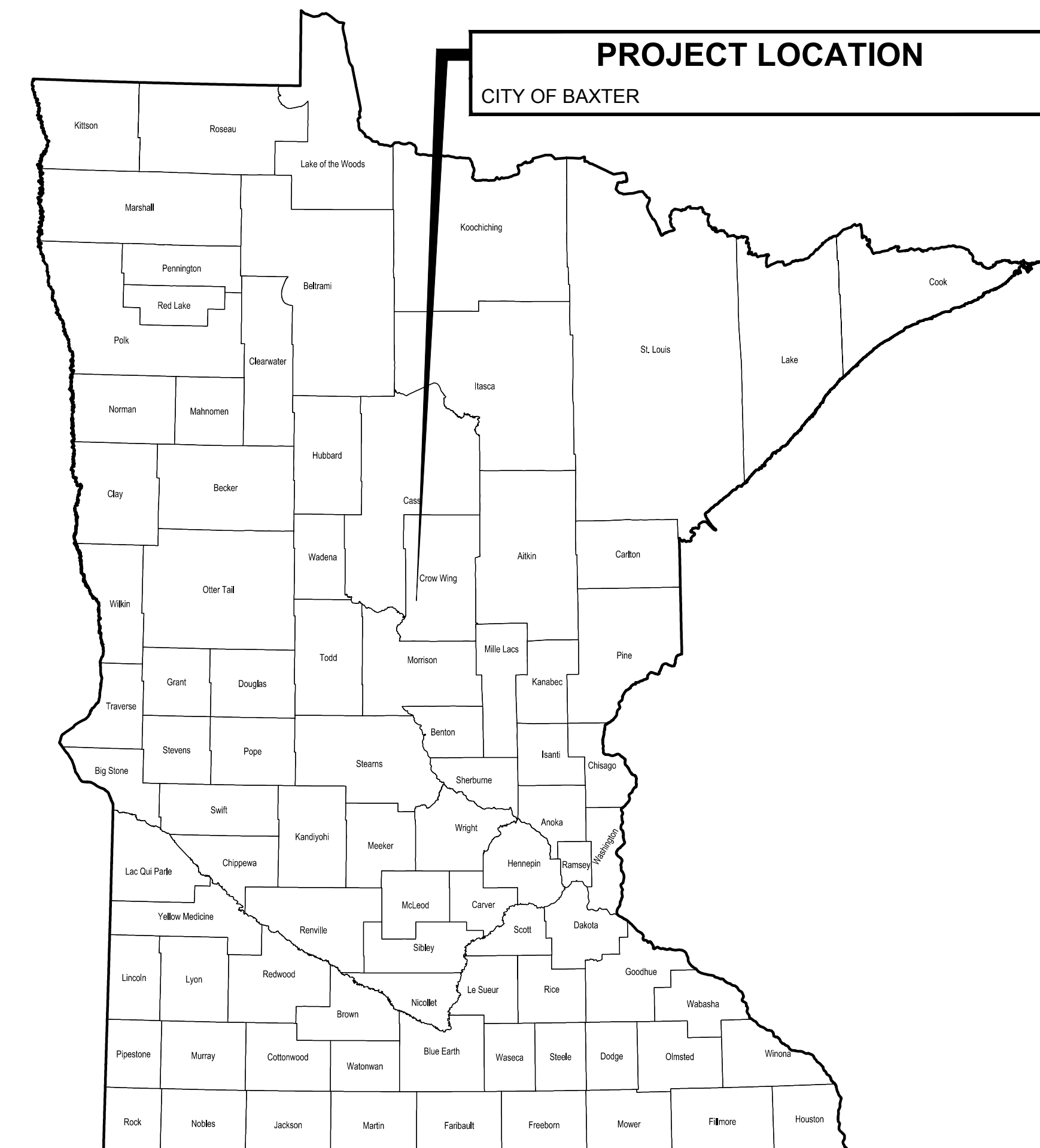
Motion to approve the Brainerd Lakes Integrated Health System Development Agreement contingent on the City Engineer's approval of the revised plans.

ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC

BAXTER, MN



SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C1.00	TITLE SHEET
C1.01	CIVIL LEGEND
C2.01 - C2.03	CIVIL DETAILS
C2.04 - C2.09	ADA DETAILS
C3.01	SWPPP NARRATIVE
C3.02	SWPPP MAPS
C4.01 - C4.06	EXISTING CONDITIONS & REMOVALS PLAN
C5.01 - C5.06	SITE PLAN
C6.01 - C6.06	GRADING PLAN
C7.01 - C7.06	EROSION CONTROL PLAN
C8.01 - C8.06	UTILITY PLAN
C9.01 - C9.06	PAVING PLAN
L1.01	OVERALL LANDSCAPE PLAN
L1.02	ENLARGED LANDSCAPE PLAN



THESE SERVICES HAVE BEEN 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.
BRIAN KALLIO
DATE: 05/24/2022 LIC. NO. 28817

DATE	REVISION DESCRIPTION	BY

DATE: MAY, 2022	AS SHOWN
SCALE: TMR	BRK
CHECKED BY:	
JOB NUMBER: 2019-12840	

ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
BRAINERD LAKES INTEGRATED HEALTH SYSTEMS
BAXTER, MN
TITLE SHEET

SHEET NO.
C1.00

SURVEY MONUMENTS

- BENCH MARK
- FOUND CIM
- FOUND CPNT.
- FOUND JLM
- FOUND LATH
- FOUND PIPE
- FOUND READING
- STAKED CIM
- STAKED CPNT.
- STAKED JLM
- STAKED PIPE

EXISTING TOPO SYMBOLS

- AC UNIT
- FENCE POST
- FLAG POLE
- GUARD POST
- GUY ANCHOR
- GUY POLE
- HANDICAP SYMBOL
- MAILBOX
- SHRUB
- SIGN DOUBLE POST
- SIGN SINGLE POST
- TREE CONIFER
- TREE DECIDUOUS
- TREE STUMP
- TV DISH
- WETLAND SYMBOL
- YARD LIGHT

EXISTING UTILITY MUNICIPAL SYMBOLS

- APRON
- LIFT STATION
- SANITARY CLEANOUT
- SANITARY MANHOLE
- STORM CATCH BASIN
- STORM INLET

EXISTING UTILITY MUNICIPAL SYMBOLS (cont.)

- STORM MANHOLE
- WATER CURB STOP
- WATER HANDHOLE
- WATER HYDRANT
- WATER MANHOLE
- WATER METER
- WATER VALVE
- WATER WELL
- UTILITY UTILITY SIZE & TYPE

EXISTING UTILITY PRIVATE SYMBOLS

- ELEC GROUND LIGHT
- ELEC HANDHOLE
- ELEC LIGHT POLE
- ELEC MANHOLE
- ELEC METER
- ELEC PEDESTAL
- ELEC POLE
- ELEC SIGNAL
- ELEC TRANSFORMER BOX
- GAS METER
- GAS VALVE
- LP TANK
- TELE HANDHOLE
- TELE MANHOLE
- TELE PEDESTAL
- TELE POLE
- TV HANDHOLE
- TV PEDESTAL

SOIL BORING SYMBOLS

- LASER-INDUCED FLUORESCENCE BORING
- LYSIMETER
- MONITOR WELL
- PERC TEST
- PIEZOMETER
- RECOVERY WELL
- SOIL BORING
- SOIL VAPOR POINT
- VAPOR SURVEY POINT

PROPOSED UTILITY MUNICIPAL SYMBOLS

- APRON PROPOSED
- SANITARY CLEANOUT PROPOSED
- SANITARY LIFT STATION PROPOSED
- SANITARY LIFT STATION VALVE MANHOLE PROPOSED
- SANITARY MANHOLE PROPOSED
- SANITARY PLUG PROPOSED
- STORM CATCH BASIN PROPOSED
- STORM MANHOLE PROPOSED
- WATER 11 1/4° BEND PROPOSED
- WATER 22 1/2° BEND PROPOSED
- WATER 45° BEND PROPOSED
- WATER 90° BEND PROPOSED
- WATER CAP PROPOSED
- WATER CROSS PROPOSED
- WATER CURB STOP PROPOSED
- WATER HYDRANT PROPOSED
- WATER REDUCER PROPOSED
- WATER SLEEVE PROPOSED
- WATER TEE PROPOSED
- WATER VALVE PROPOSED

PROPOSED UTILITY PRIVATE SYMBOLS

- ELEC LIGHT POLE PROPOSED

EROSION CONTROL SYMBOLS

- SURFACE DRAINAGE ARROW
- STORM DRAIN INLET PROTECTION

TRAFFIC CONTROL DEVICES & SYMBOLS

- TRAFFIC CONTROL SIGN (1 POST)
- TRAFFIC CONTROL SIGN (2 POST)
- TYPE III BARRICADE
- DRUM CHANNELIZER
- FLASHING ARROW OR MESSAGE BOARD

EXISTING TOPOGRAPHIC LINES

- CENTER LINE
- EDGE OF WOODS
- FENCE BARB WIRE
- FENCE CHAIN LINK
- FENCE WOOD
- FORCEMAIN
- OVERHEAD CABLE TV
- OVERHEAD ELECTRIC
- OVERHEAD TELE
- RAILROAD
- RETAINING WALL
- SANITARY SEWER
- SANITARY SEWER SERVICE
- STORM SEWER
- STORM SEWER DRAIN TILE
- UNDERGROUND CABLE TV
- UNDERGROUND ELECTRIC
- UNDERGROUND FIBER OPTIC
- UNDERGROUND GAS
- UNDERGROUND TELE
- WATERMAIN
- WATERMAIN SERVICE
- WETLAND EDGE

R/W, LOT & EASEMENTS LINES

- BUILDING SETBACK LINE
- LOT LINE PROPOSED
- EASEMENT LINE
- EASEMENT LINE PROPOSED
- LOT LINE
- MNDOT CONTROLLED ACCESS LINE
- RIGHT OF WAY EXISTING
- RIGHT OF WAY PROPOSED

PROPOSED CONSTRUCTION LINES

- FENCE CHAIN LINK PROPOSED
- FENCE WOOD PROPOSED
- FENCE BARB WIRE PROPOSED
- FORCEMAIN PROPOSED
- SANITARY SEWER PROPOSED
- SANITARY SERVICE PROPOSED
- STORM SEWER PROPOSED
- STORM SEWER DRAIN TILE PROPOSED
- WATERMAIN PROPOSED
- WATERMAIN SERVICE PROPOSED

EROSION CONTROL LINES

- BALE CHECK
- BIO ROLL
- SILT FENCE
- SILT FENCE TYPE HEAVY DUTY
- SILT FENCE TYPE MACHINE SLICED
- SILT FENCE TYPE PREASSEMBLED
- FLOTATION SILT CURTAIN

HATCH PATTERN AND SHADING LEGEND

- RANDOM RIPRAP
- SOD
- SEED
- HYDRAULIC STABILIZER
- EROSION CONTROL BLANKET
- TEMP. ROCK CONSTRUCTION ENTRANCE
- BUILDING WALL HATCH
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- GRAVEL SURFACE
- EASEMENT PATTERN

DOCUMENTATION SYMBOLS

- SECTION ARROW - SECTION NUMBER TOP; PAGE OF SECTION BOTTOM

WIDSETH ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

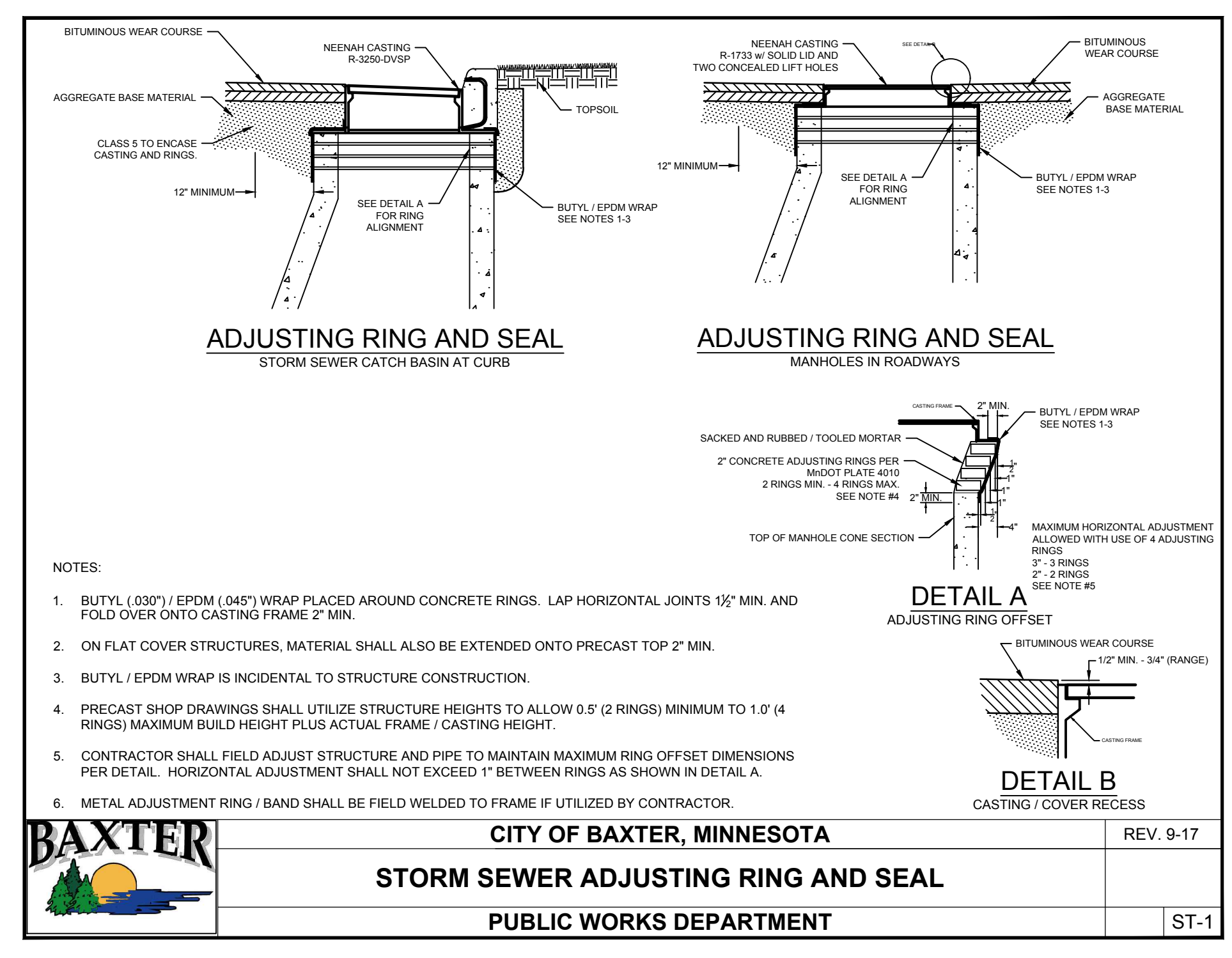
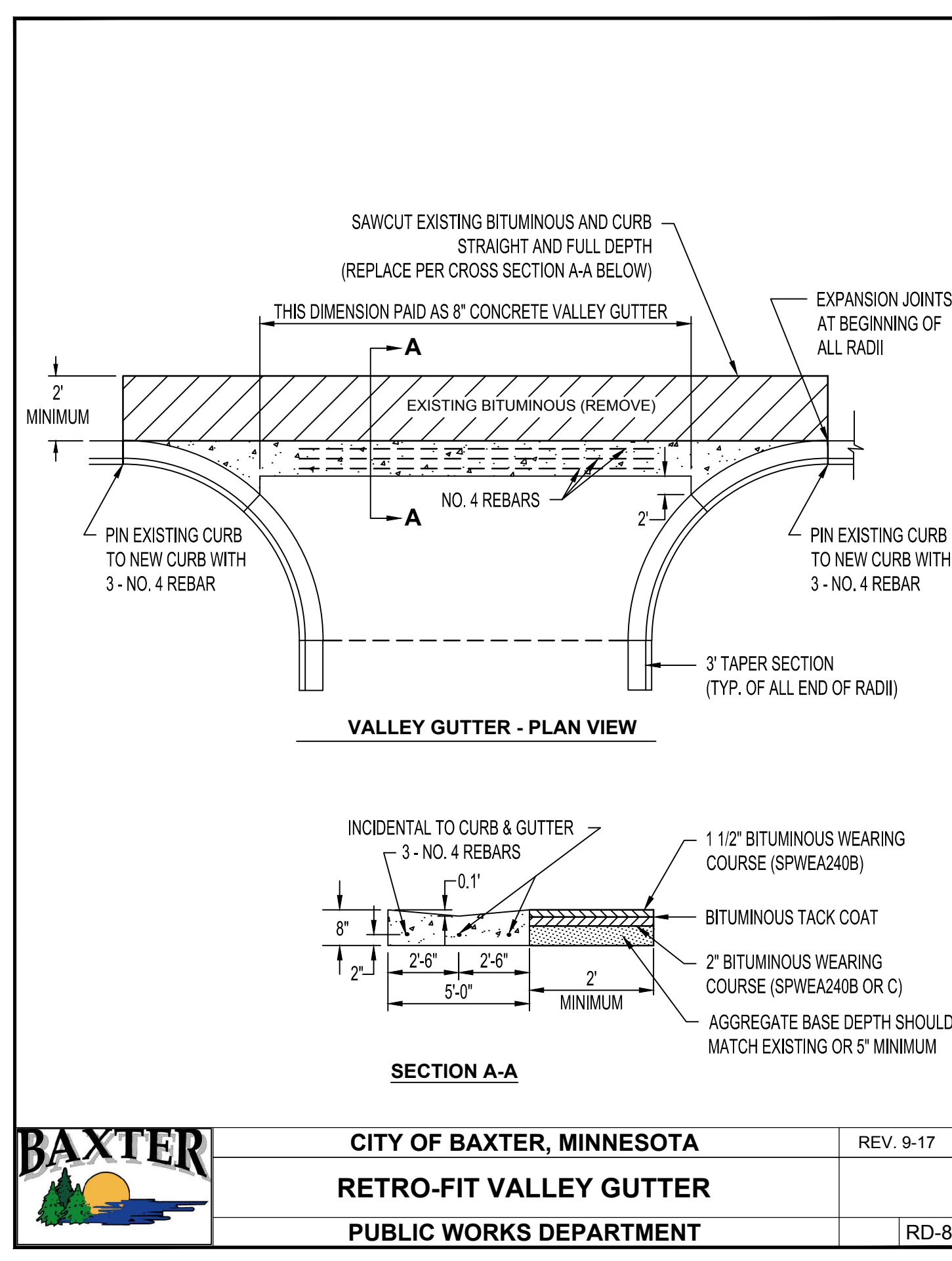
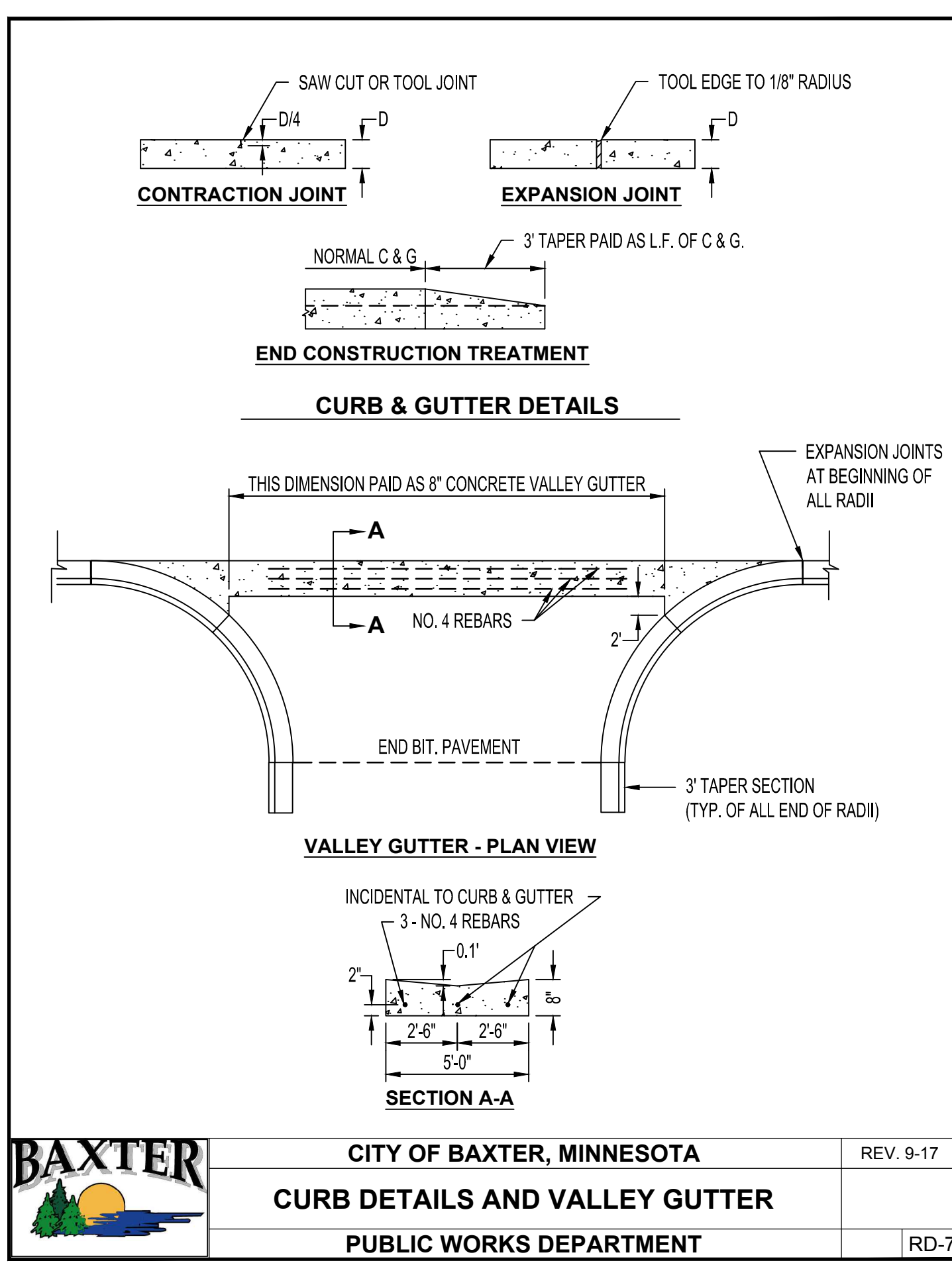
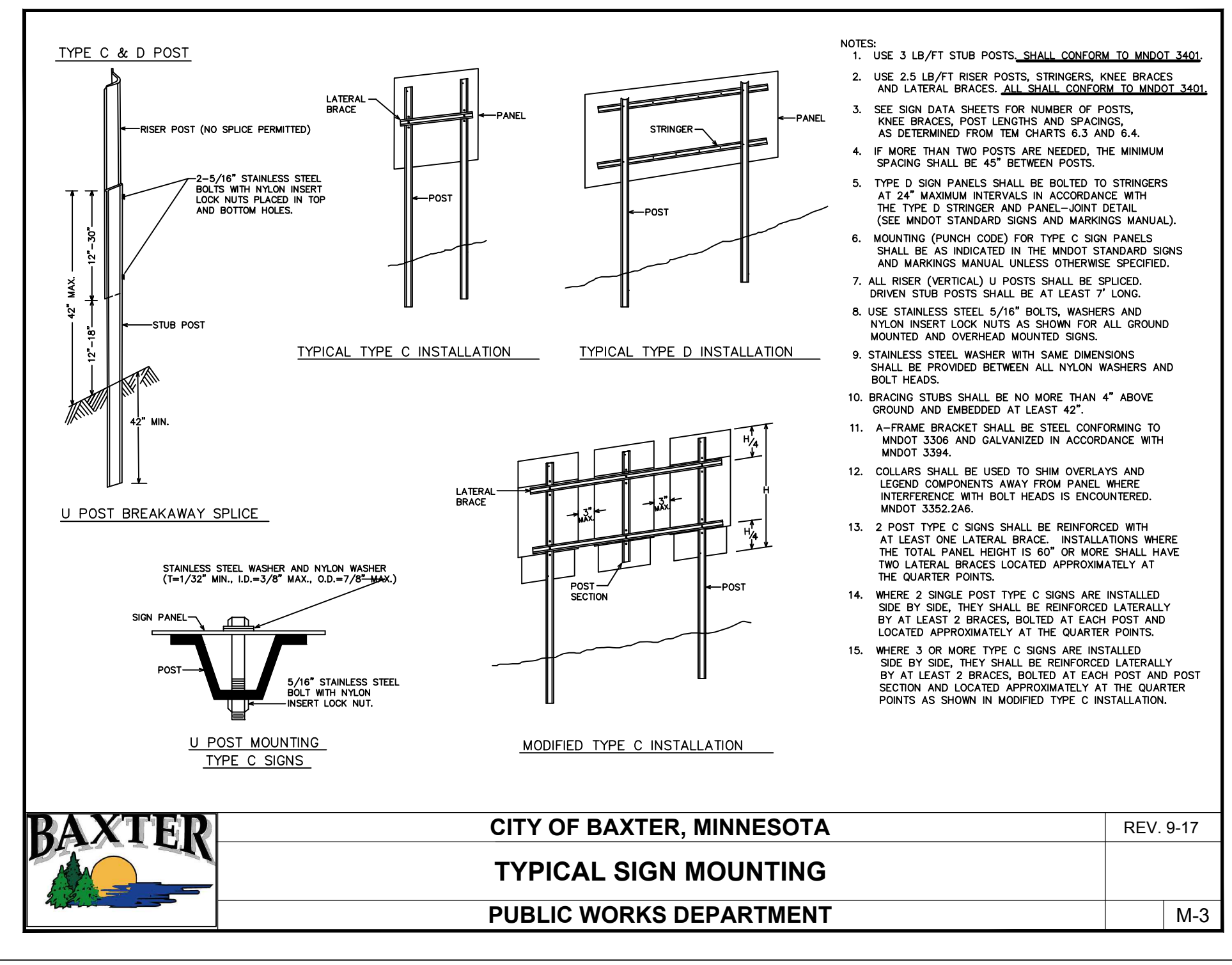
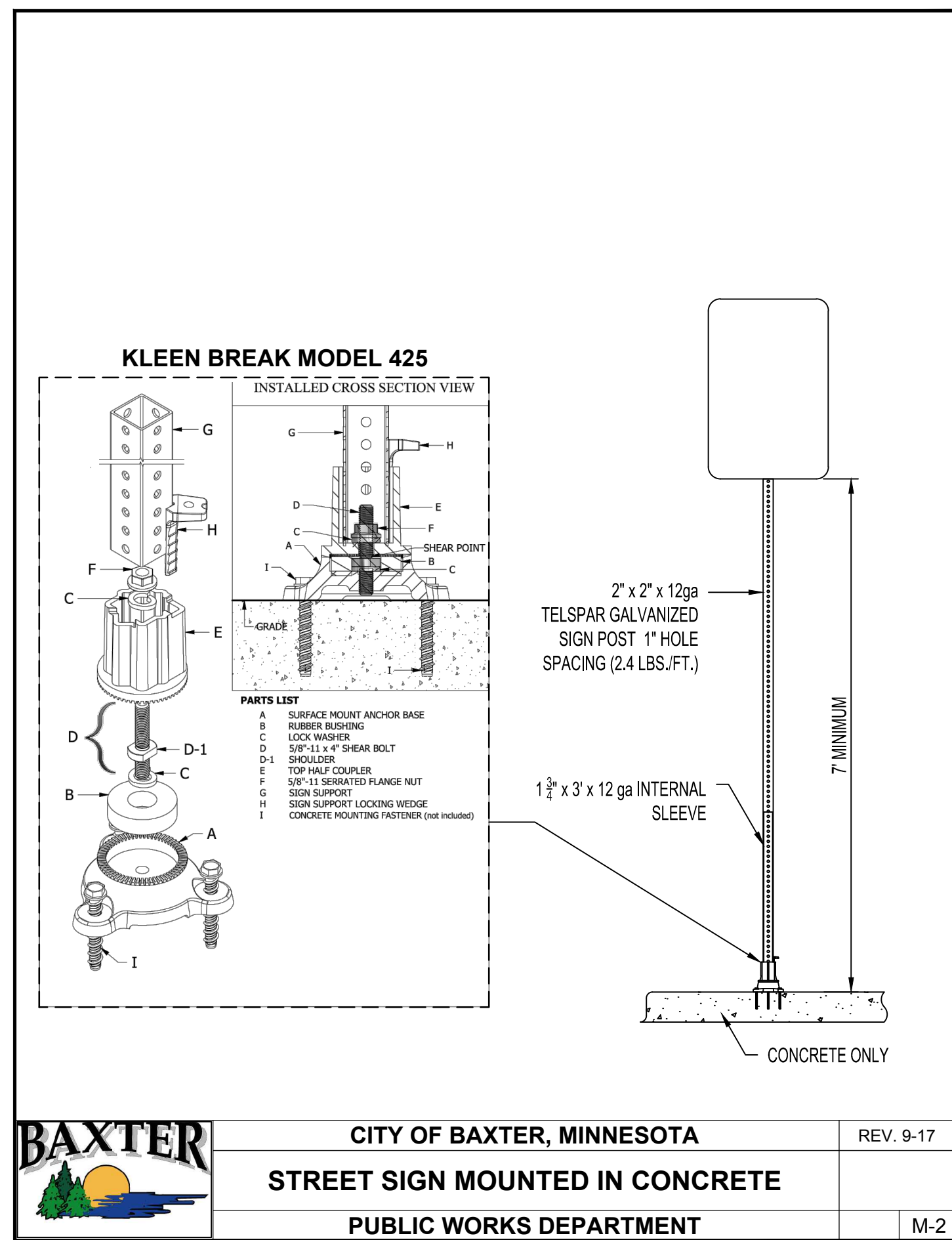
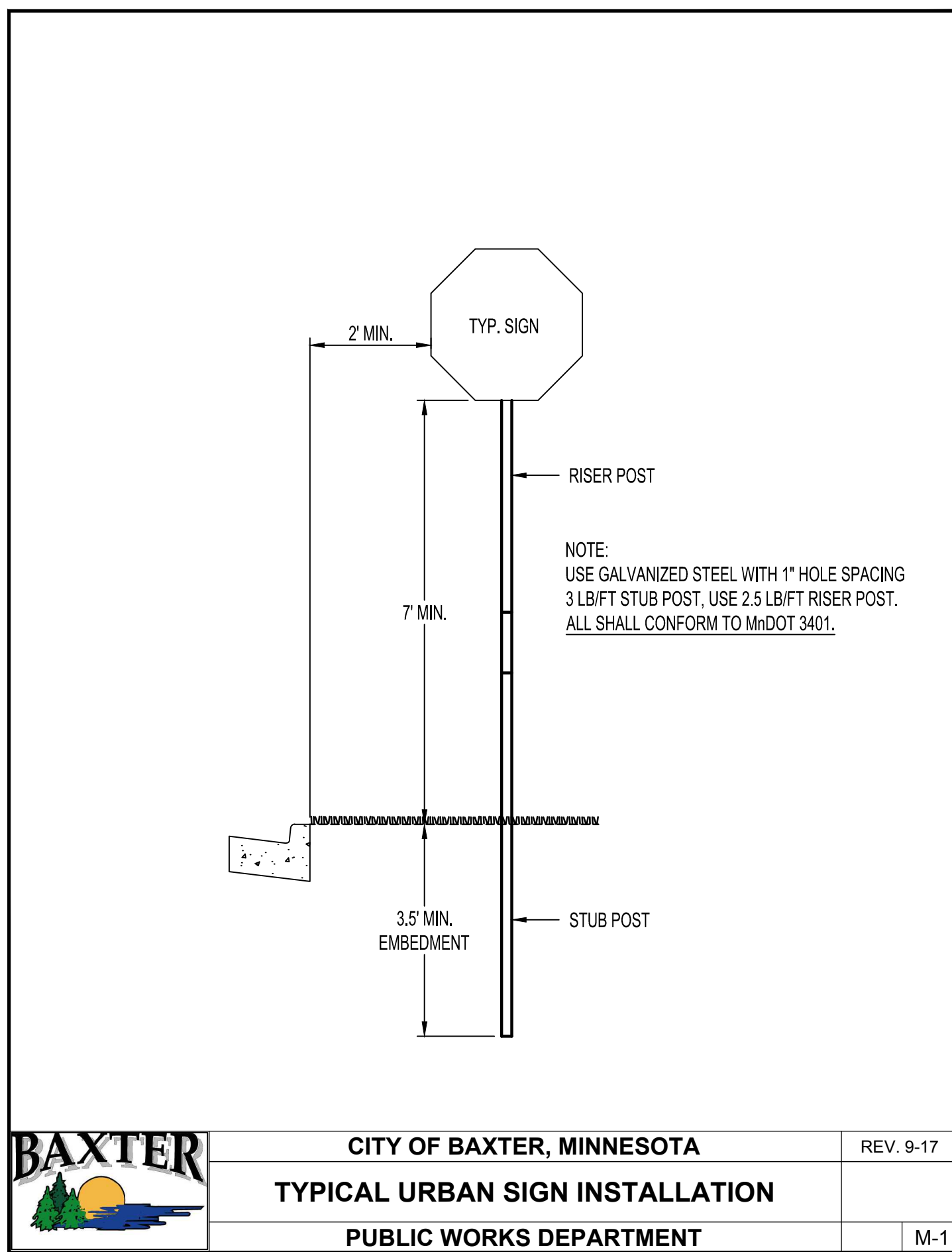
DATE: MAY 2022 AS SHOWN
 SCALE: DRAWN BY: TMR
 CHECKED BY: BRK
 JOB NUMBER: 2019-12840

ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
 BRAINERD LAKES INTEGRATED HEALTH SYSTEMS
 BAXTER, MN

CIVIL LEGEND

SHEET NO. **C1.01**

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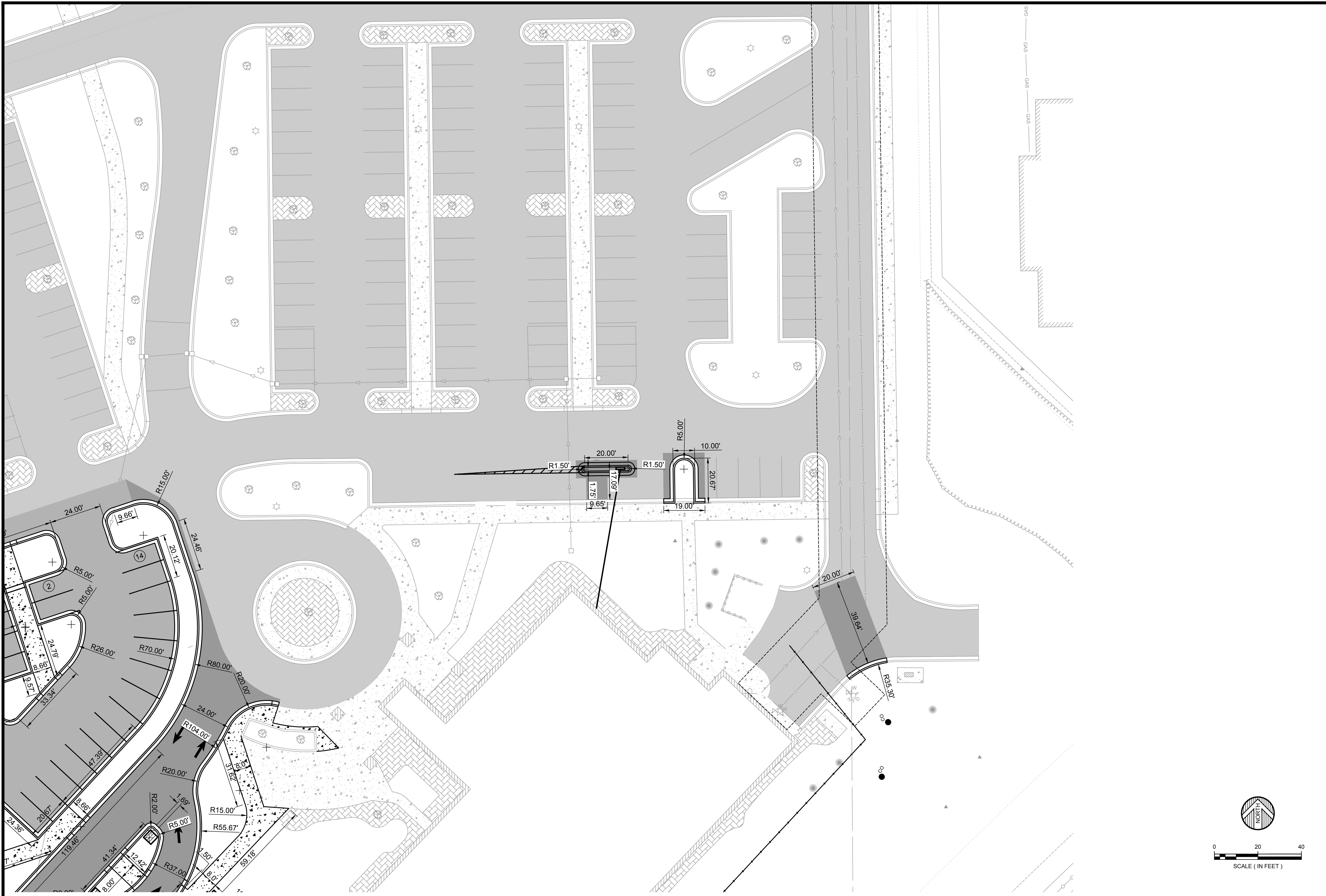
REVISIONS DESCRIPTION DATE REV#

DATE: MAY, 2022 AS SHOWN SCALE: TMR DRAWN BY: TMR CHECKED BY: BRK JOB NUMBER: 2019-12840

ESSENTIAL HEALTH - BAXTER MUSCULOSKELETAL CLINIC
BRAINERD LAKES INTEGRATED HEALTH SYSTEMS
BAXTER, MN
CIVIL DETAILS

SHEET NO. **C2.01**

J:\Brainerd Lakes Integrated Health Systems-31387\2019-12840\CADD\Civil\DT-2019-12840.dwg Plotted by: Thomas Riens 5/24/2022 4:08:59 PM © 2022 WIDSETH SMITH NOLTING & ASSOCIATES, INC.



BY: *[Signature]*
DATE: 05/24/2022 LIC. NO. 28817
BRIAN KALLIO

DATE	REVISION DESCRIPTION

DATE: MAY 2022
SCALE: AS SHOWN
DRAWN BY: TMR
CHECKED BY: BRK
JOB NUMBER: 2019-12840

ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
BRANDER LAKES INTEGRATED HEALTH SYSTEMS
BAXTER, MN
KIOSK SITE PLAN

SHEET NO. **C5.06**

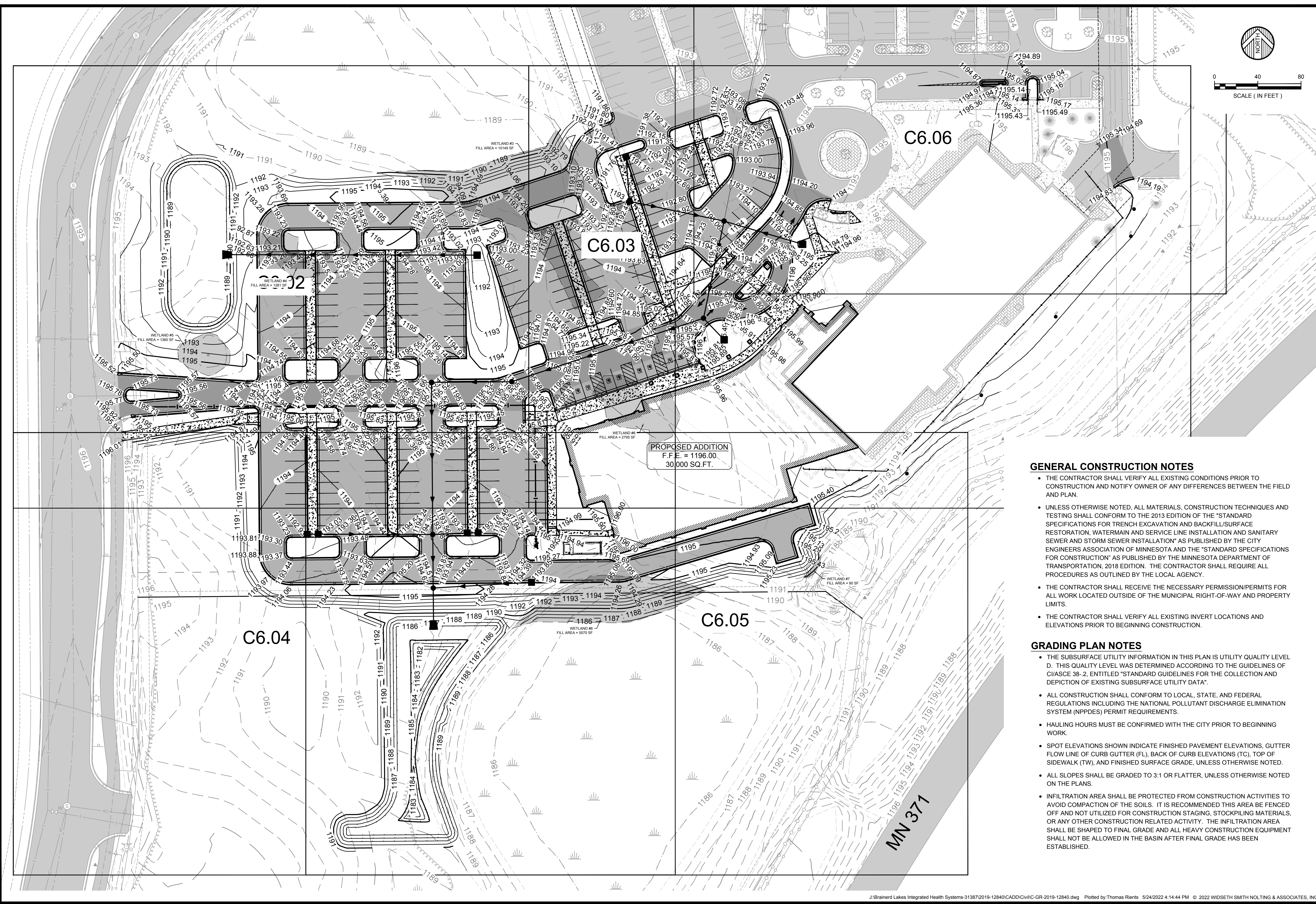
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DATE	REVISION DESCRIPTION	DATE	REVISION

DATE: MAY, 2022	AS SHOWN
SCALE: 1" = 40'	TMR
DRAWN BY: TMR	BRK
CHECKED BY: BRK	

ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
 BRAINERD LAKES INTEGRATED HEALTH SYSTEMS
 BAXTER, MN
OVERALL GRADING PLAN

SHEET NO.
G6.01



GENERAL CONSTRUCTION NOTES

- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER OF ANY DIFFERENCES BETWEEN THE FIELD AND PLAN.
- UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES AND TESTING SHALL CONFORM TO THE 2013 EDITION OF THE "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION, WATERMAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA AND THE "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION, 2018 EDITION. THE CONTRACTOR SHALL REQUIRE ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.

GRADING PLAN NOTES

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE, AND FEDERAL REGULATIONS INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- HAULING HOURS MUST BE CONFIRMED WITH THE CITY PRIOR TO BEGINNING WORK.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS, GUTTER FLOW LINE OF CURB GUTTER (FL), BACK OF CURB ELEVATIONS (TC), TOP OF SIDEWALK (TW), AND FINISHED SURFACE GRADE, UNLESS OTHERWISE NOTED.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE NOTED ON THE PLANS.
- INFILTRATION AREA SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES TO AVOID COMPACTION OF THE SOILS. IT IS RECOMMENDED THIS AREA BE FENCED OFF AND NOT UTILIZED FOR CONSTRUCTION STAGING, STOCKPILING MATERIALS, OR ANY OTHER CONSTRUCTION RELATED ACTIVITY. THE INFILTRATION AREA SHALL BE SHAPED TO FINAL GRADE AND ALL HEAVY CONSTRUCTION EQUIPMENT SHALL NOT BE ALLOWED IN THE BASIN AFTER FINAL GRADE HAS BEEN ESTABLISHED.

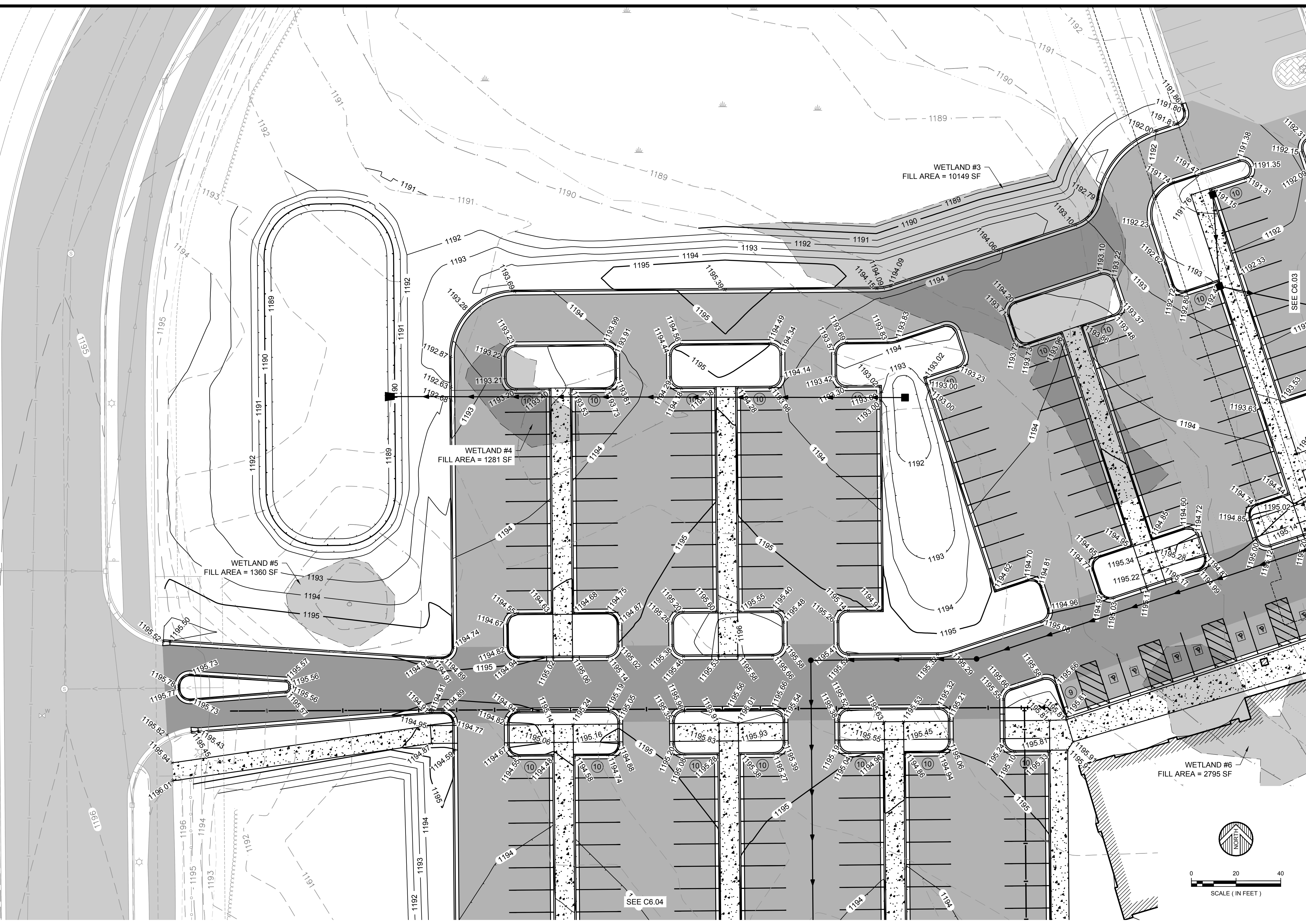
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HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF MINNESOTA.

DATE	REVISION DESCRIPTION

DATE: MAY, 2022
SCALE: AS SHOWN
DRAWN BY: TMR
CHECKED BY: BRK
JOB NUMBER: 2019-12840

ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
BRAINERD LAKES INTEGRATED HEALTH SYSTEMS
BAXTER, MN
NORTHWEST GRADING PLAN

SHEET NO.
C6.02
SH:6.02 OF 6.02



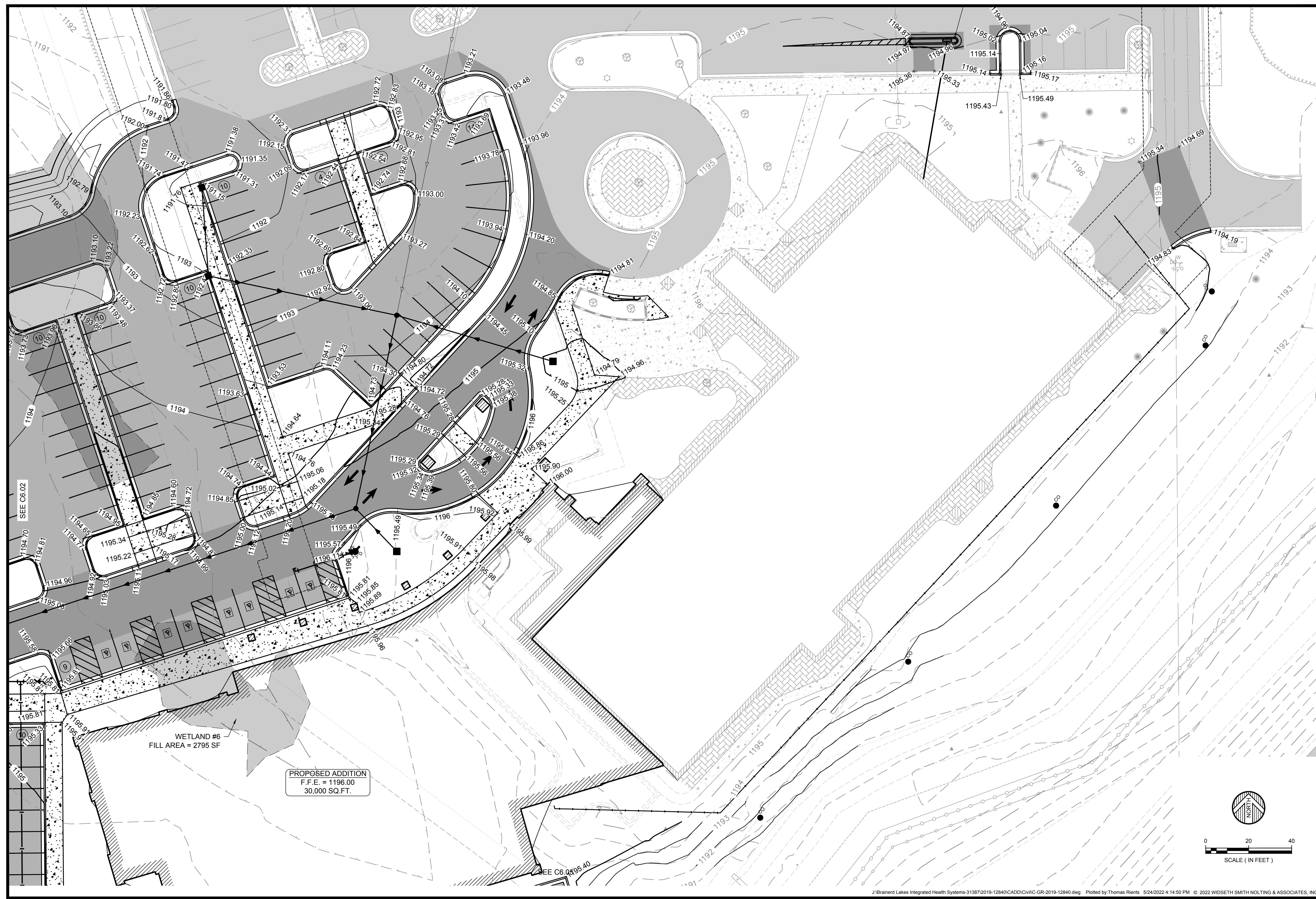
THIS DRAWING WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
BRIAN HALLIO
DATE: 05/24/2022 LIC. NO. 28817

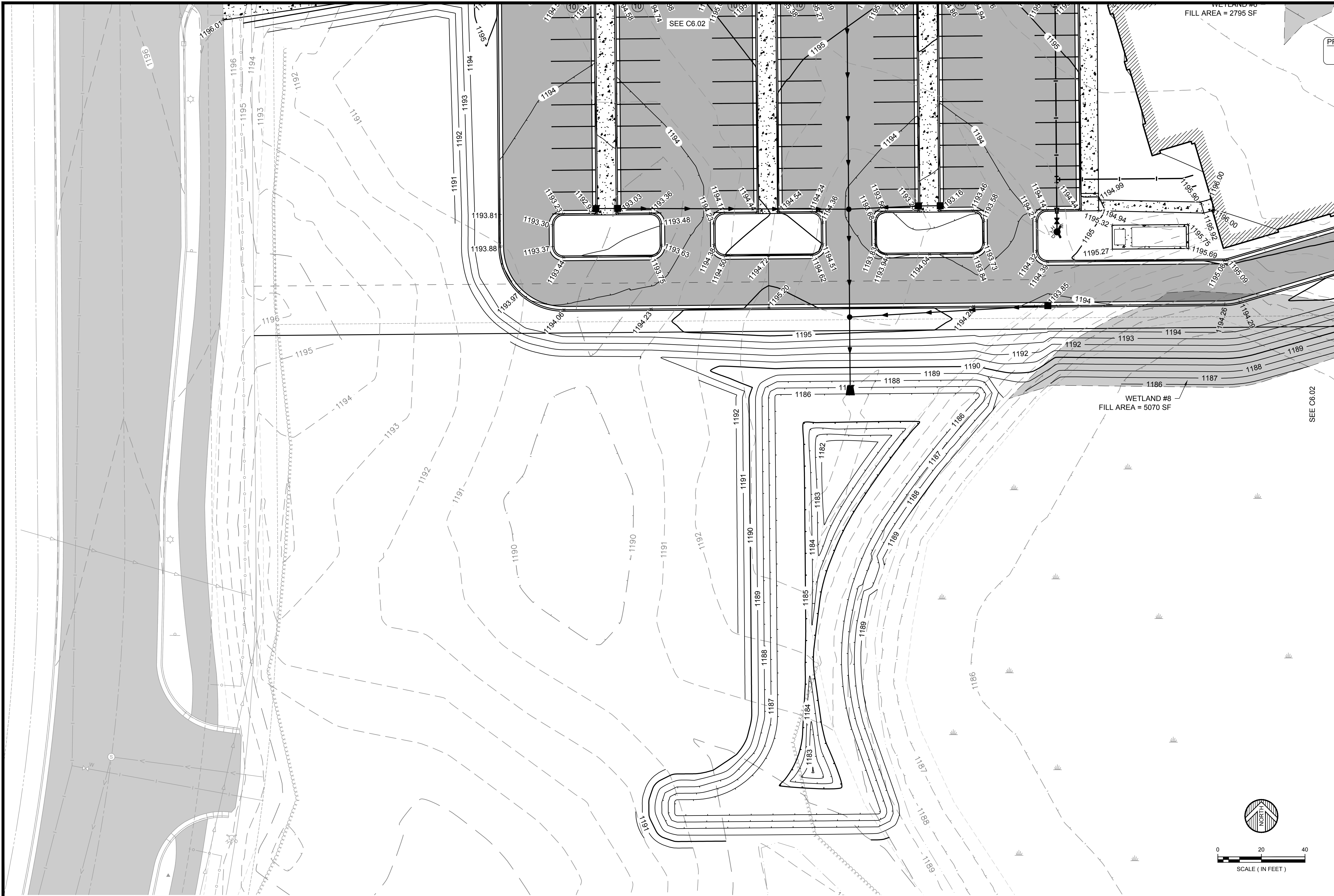
DATE	REVISION DESCRIPTION

DATE: MAY 2022
 SCALE: AS SHOWN
 DRAWN BY: THB
 CHECKED BY: BRK
 JOB NUMBER: 2019-12840

ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
 BRAINERD LAKES INTEGRATED HEALTH SYSTEMS
 BAXTER, MN
 NORTHEAST GRADING PLAN

SHEET NO.
C6.03
 SH: 6.03 OF 6.03





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ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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DATE: 05/24/2022 LIC. NO. 28817
BRIAN KALLIO

DATE	REVISION DESCRIPTION

DATE: MAY 2022
SCALE: AS SHOWN
DRAWN BY: TMR
CHECKED BY: BRK
JOB NUMBER: 2019-12840

ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
BRainerd LAKES INTEGRATED HEALTH SYSTEMS
BAXTER, MN
SOUTHWEST GRADING PLAN

SHEET NO.
C6.04

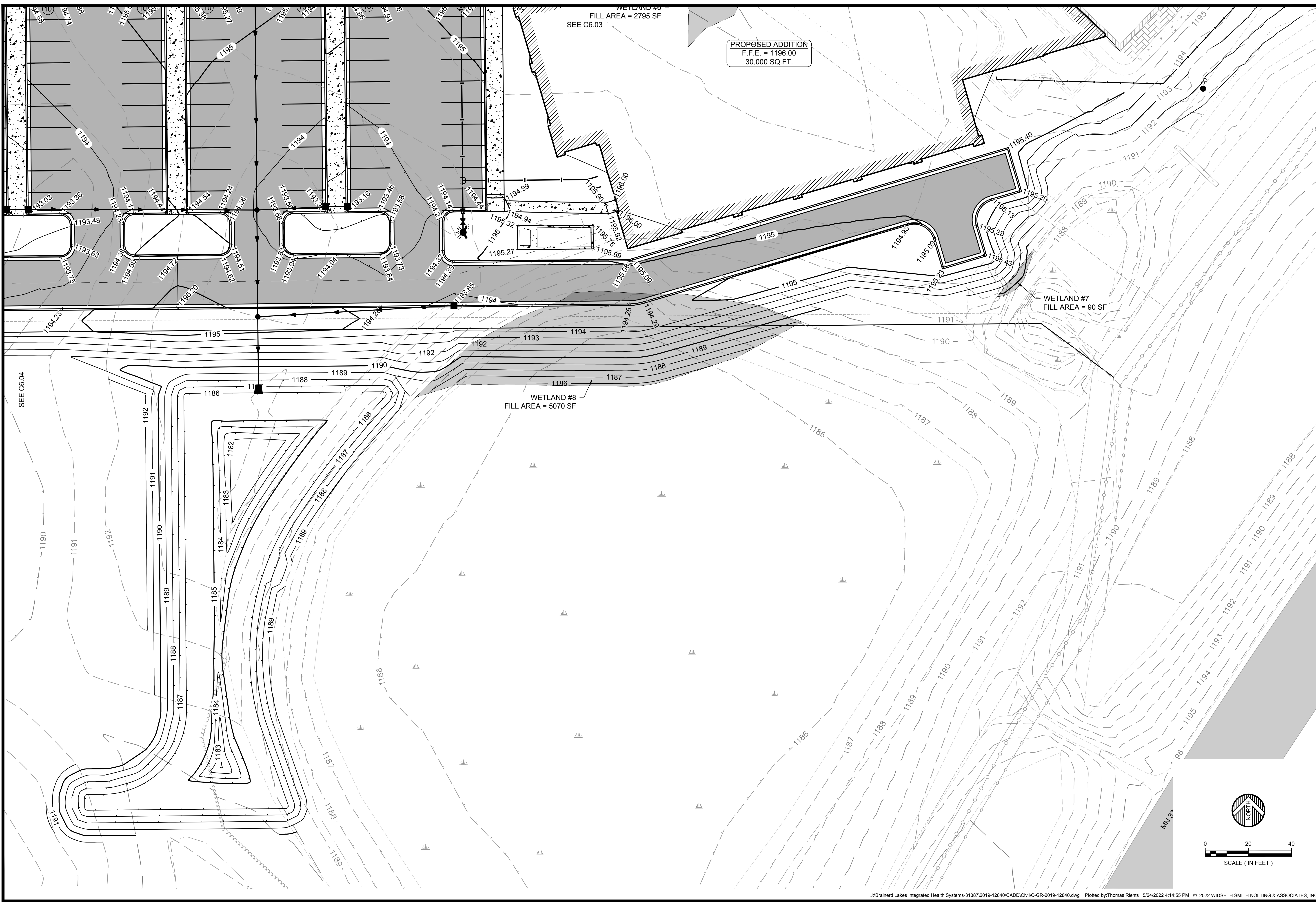
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BRIAN HALLIO
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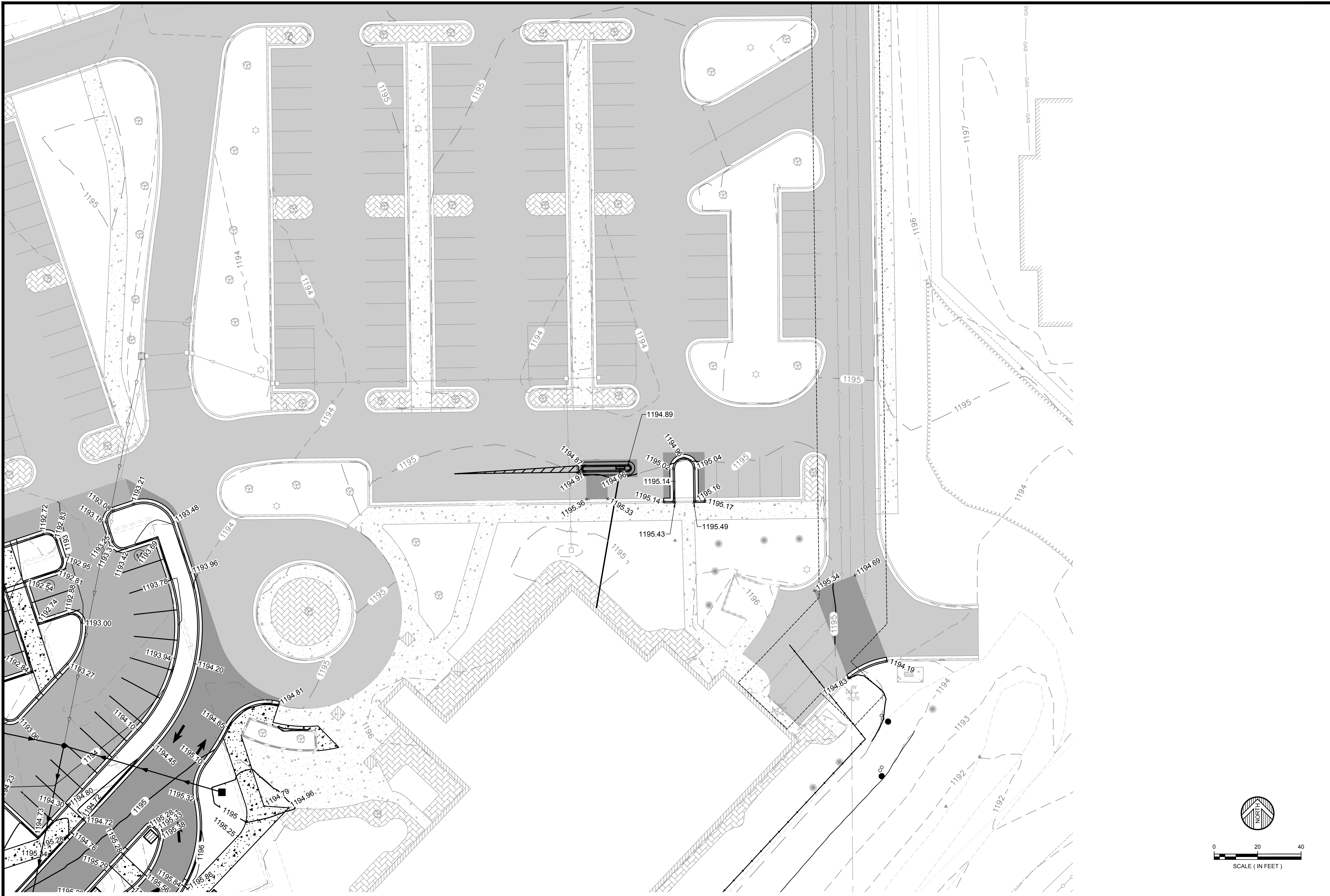
DATE	REVISION DESCRIPTION

DATE:	MAY 2022
SCALE:	AS SHOWN
DRAWN BY:	TMR
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JOB NUMBER:	2019-12840

ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
 BRAINERD LAKES INTEGRATED HEALTH SYSTEMS
 BAXTER, MN
SOUTHEAST GRADING PLAN

SHEET NO.
C6.05
 SH: 6.05 OF 6.05





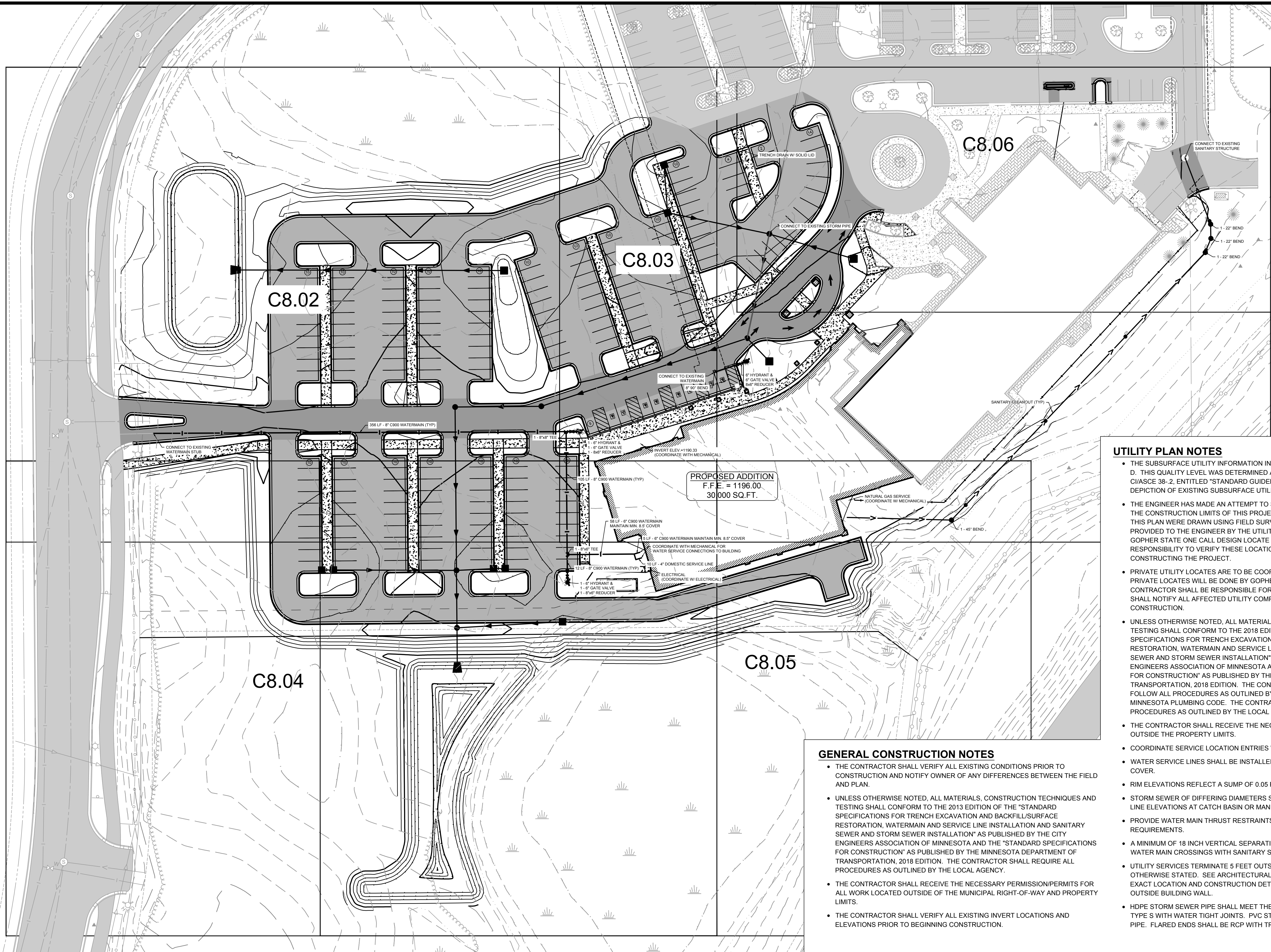
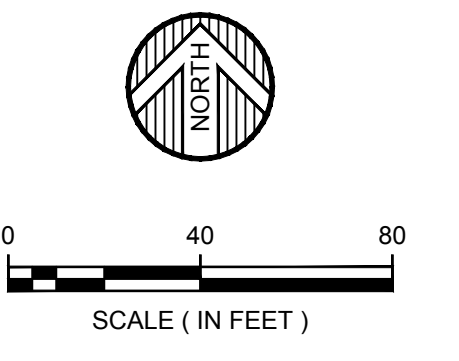
BY: *[Signature]*
 DATE: MAY 2022
 SCALE: AS SHOWN
 DRAWN BY: TMR
 CHECKED BY: BRK
 JOB NUMBER: 2019-12840

DATE	REVISION DESCRIPTION

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ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
 BRAINERD LAKES INTEGRATED HEALTH SYSTEMS
 BAXTER, MN
 KIOSK GRADING PLAN

SHEET NO.
C6.06
 66.06 OF 66



WIDSETH
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THESE SERVICES HAVE BEEN PROVIDED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE: 05/24/2022 LIC. NO. 28817
BRIAN HALLIO

DATE	REVISION DESCRIPTION	DATE	REVISION
MAY 2022	AS SHOWN		

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ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
BRAINERD LAKES INTEGRATED HEALTH SYSTEMS
BAXTER, MN
OVERALL UTILITY PLAN

SHEET NO.
C8.01

SH: 01 OF 01

UTILITY PLAN NOTES

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- THE ENGINEER HAS MADE AN ATTEMPT TO SHOW ALL PUBLIC UTILITIES WITHIN THE CONSTRUCTION LIMITS OF THIS PROJECT. PUBLIC UTILITIES SHOWN ON THIS PLAN WERE DRAWN USING FIELD SURVEY INFORMATION AND MAPS PROVIDED TO THE ENGINEER BY THE UTILITY COMPANIES AS A RESULT OF A GOPHER STATE ONE CALL DESIGN LOCATE REQUEST. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THESE LOCATIONS PRIOR TO BIDDING AND CONSTRUCTING THE PROJECT.
- PRIVATE UTILITY LOCATES ARE TO BE COORDINATED WITH THE ENGINEER. THE PRIVATE LOCATES WILL BE DONE BY GOPHER STATE ONE CALL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION LOCATES AND SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AT LEAST 48-HOURS BEFORE CONSTRUCTION.
- UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES AND TESTING SHALL CONFORM TO THE 2018 EDITION OF THE "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION, WATERMAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA AND THE "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION, 2018 EDITION. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY AND THE MINNESOTA PLUMBING CODE. THE CONTRACTOR SHALL REQUIRE ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE THE PROPERTY LIMITS.
- COORDINATE SERVICE LOCATION ENTRIES WITH THE MECHANICAL ENGINEER.
- WATER SERVICE LINES SHALL BE INSTALLED WITH A MINIMUM OF 8.5 FEET OF COVER.
- RIM ELEVATIONS REFLECT A SUMP OF 0.05 FEET.
- STORM SEWER OF DIFFERING DIAMETERS SHALL MATCH 0.8 DIAMETER GRADE LINE ELEVATIONS AT CATCH BASIN OR MANHOLE JUNCTIONS.
- PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
- A MINIMUM OF 18 INCH VERTICAL SEPARATION SHALL BE REQUIRED AT ALL WATER MAIN CROSSINGS WITH SANITARY SEWER AND STORM SEWER.
- UTILITY SERVICES TERMINATE 5 FEET OUTSIDE THE BUILDING WALL UNLESS OTHERWISE STATED. SEE ARCHITECTURAL PLAN OR MECHANICAL PLAN FOR EXACT LOCATION AND CONSTRUCTION DETAILS FROM BUILDING WALL TO 5 FEET OUTSIDE BUILDING WALL.
- HDPE STORM SEWER PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M294, TYPE S WITH WATER TIGHT JOINTS. PVC STORM SEWER SHALL BE SCHEDULE 40 PIPE. FLARED ENDS SHALL BE RCP WITH TRASH GUARDS AND RIP RAP.

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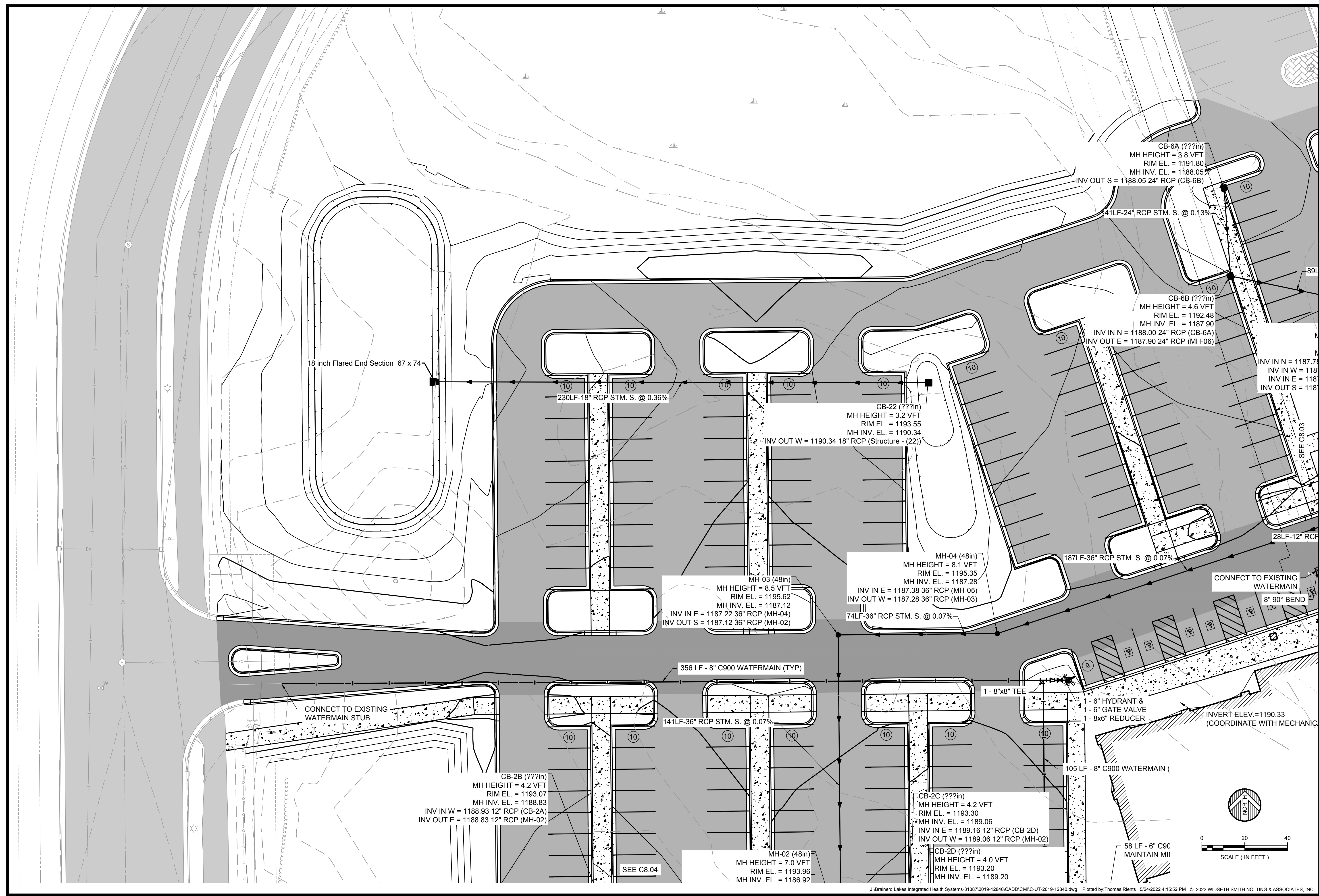
DATE: 05/24/2022 LIC. NO. 28517
BRIAN HALLIO
I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE	REVISION DESCRIPTION	BY

DATE: MAY, 2022
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ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
BRANNER LAKES INTEGRATED HEALTH SYSTEMS
BAXTER, MN
NORTHWEST UTILITY PLAN

SHEET NO. **C8.02**

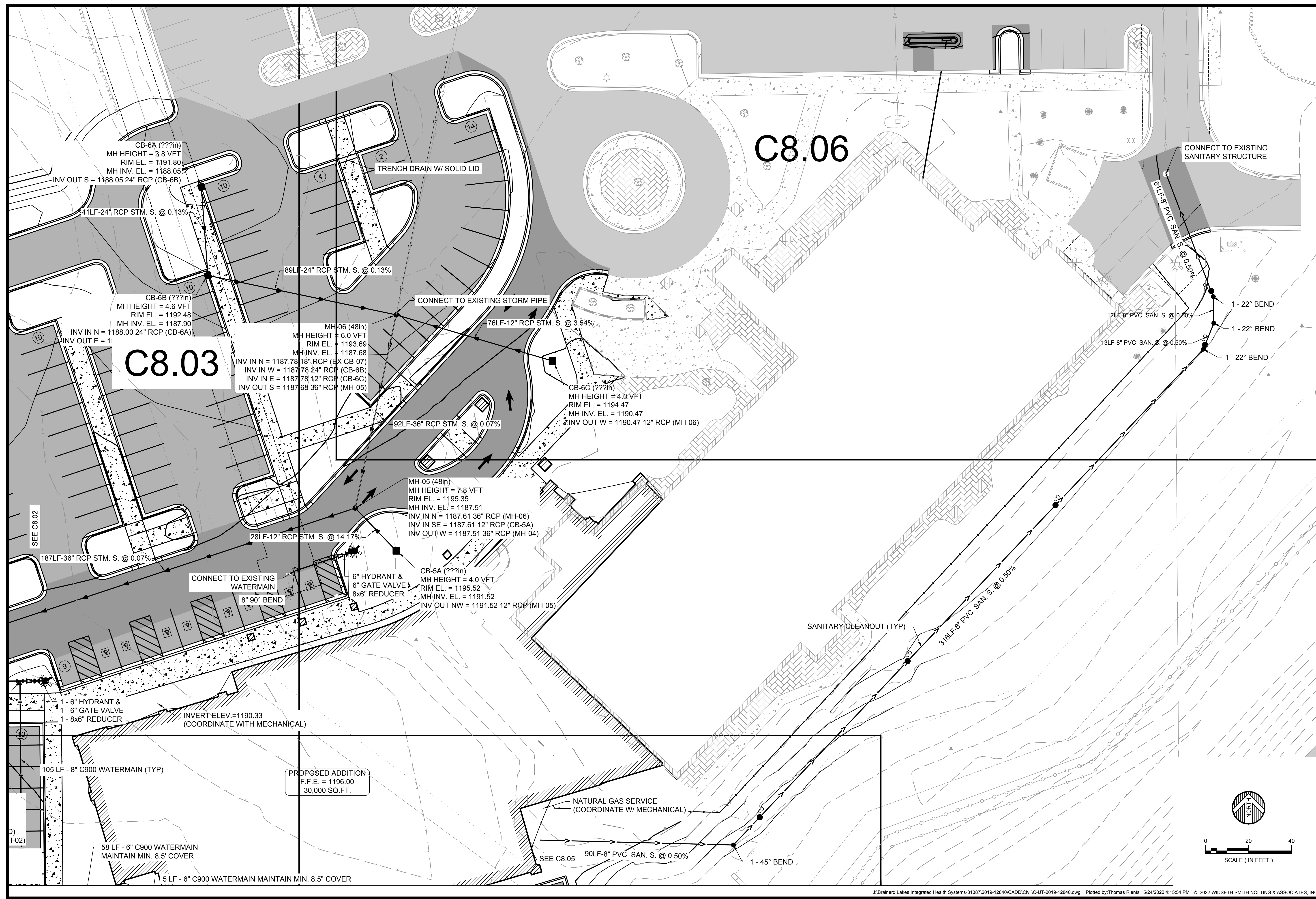


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ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
 BRAINERD LAKES INTEGRATED HEALTH SYSTEMS
 BAXTER, MN
 NORTHEAST UTILITY PLAN

SHEET NO.
C8.03
 SH: 6.03 OF 6.03



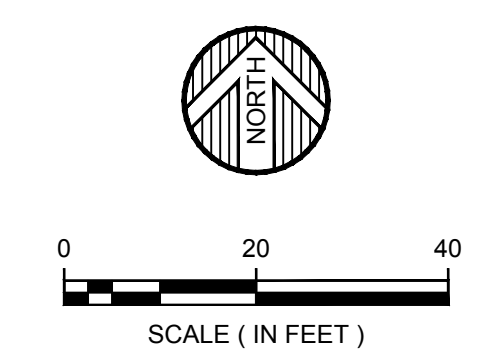
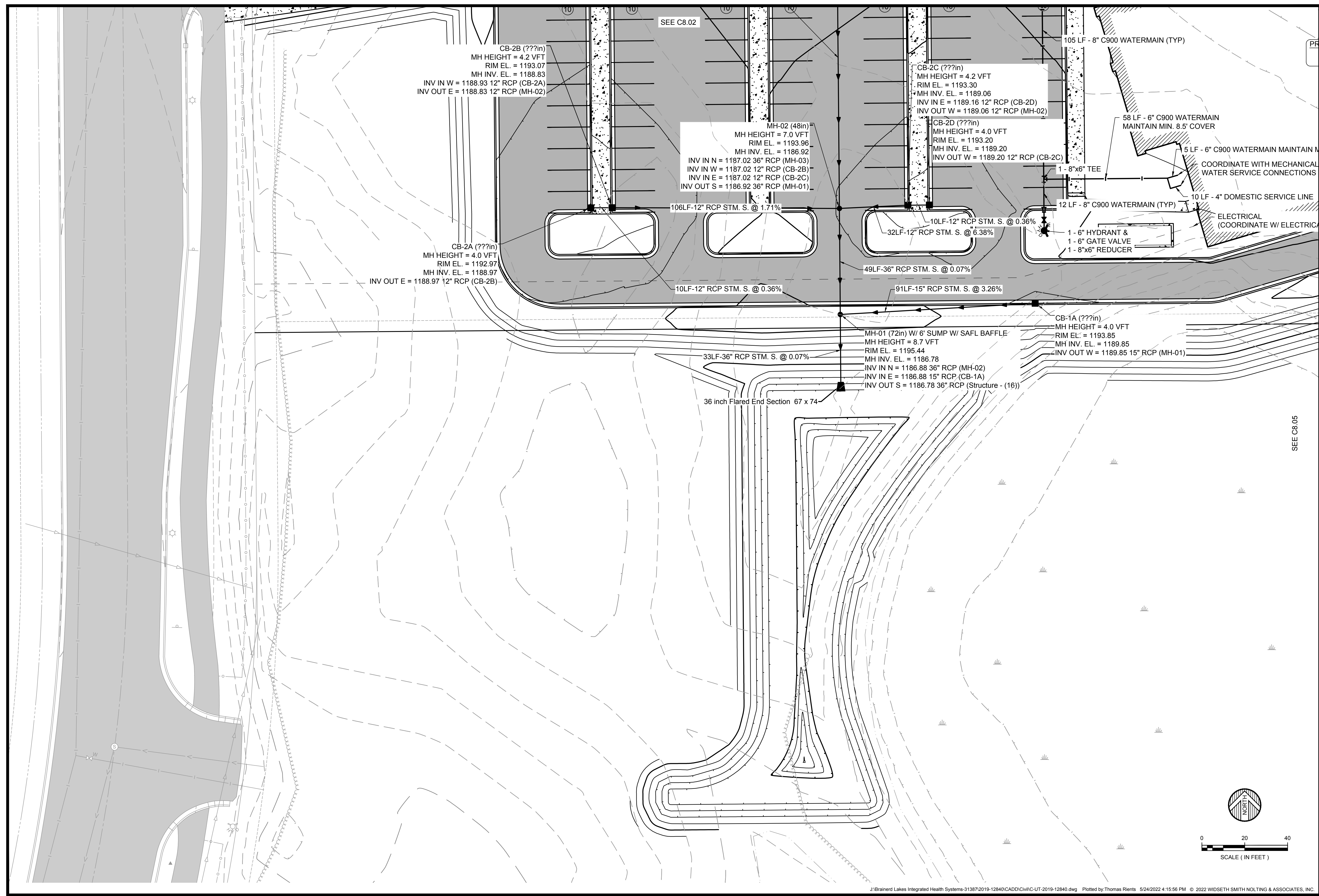
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ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
 BRAINERD LAKES INTEGRATED HEALTH SYSTEMS
 BAXTER, MN
 SOUTHWEST UTILITY PLAN

SHEET NO.
C8.04
 6 OF 6



NEWLY SUBMITTED AND APPROVED FOR RECORD AS SHOWN
THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF MINNESOTA.
BRIAN HALLIO
DATE: 05/24/2022 LIC. NO. 28517

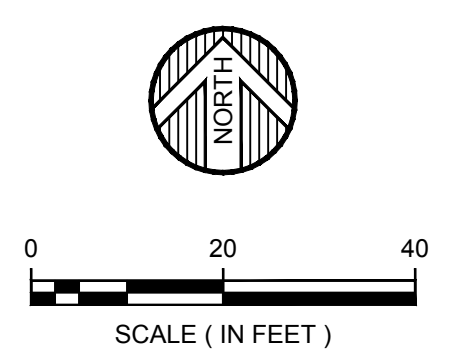
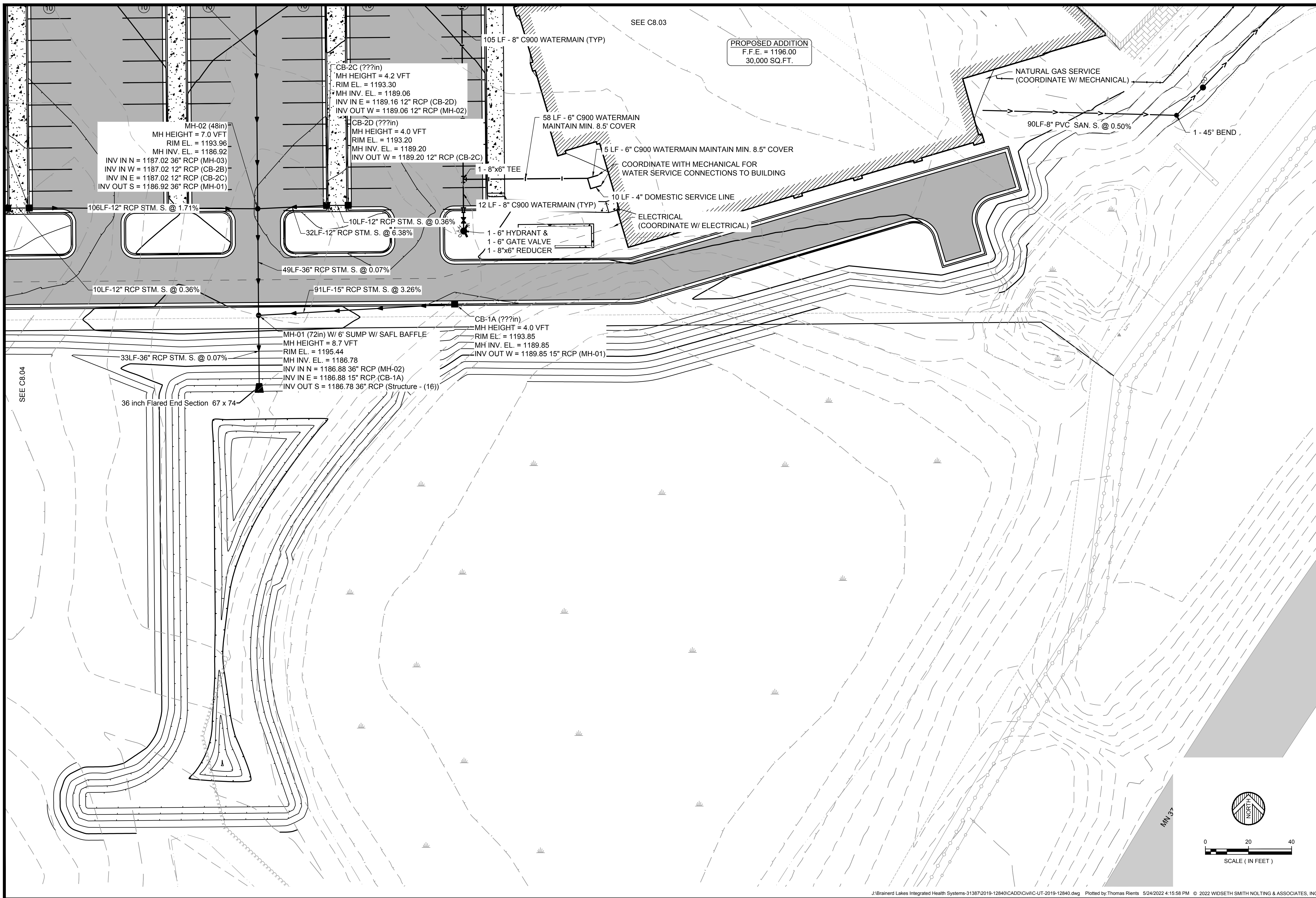
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ESSENTIA HEALTH - BAXTER MUSCULOSKELETAL CLINIC
BRainerd LAKES INTEGRATED HEALTH SYSTEMS
BAXTER, MN
SOUTHEAST UTILITY PLAN

SHEET NO.
C8.05

SH: 6.05 OF 6.05





ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Brainerd Lakes Integrated Health System Stormwater Facilities Maintenance Agreement.

Approval Required: Simple Majority Vote

BACKGROUND

Essentia Health is expanding their present operations on the Baxter Campus to include a 44,000 s.f., 2-story musculoskeletal center addition. With this proposed expansion, the total building area will encompass nearly 110,000 s.f. on the 22-acre site.

The attached Stormwater Facilities Maintenance Agreement covers the Essentia Health Baxter Campus. This is the standard stormwater facilities maintenance agreement the City uses. The stormwater agreement is a requirement of MCM 5 under section 20.3 of the 2020 Municipal Separate Storm Sewer System (MS4) Permit.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATIONS

Staff recommends approval of the Brainerd Lakes Integrated Health System Stormwater Facilities Maintenance Agreement.

COUNCIL ACTION REQUESTED

Motion to approve the Brainerd Lakes Integrated Health System Stormwater Facilities Maintenance Agreement.

CITY OF BAXTER
COUNTY OF CROW WING
STATE OF MINNESOTA

**STORMWATER FACILITIES MAINTENANCE AGREEMENT
WITH ACCESS RIGHTS AND COVENANTS**

BRAINERD LAKES INTEGRATED HEALTH SYSTEM

This AGREEMENT, made and entered into this ___ day of _____, 20___, for the maintenance and repair of certain Stormwater Management Facilities is entered into **Brainerd Lakes Integrated Health System**, a **Minnesota Non-Profit Corporation**, party of the first part, hereinafter referred to as “OWNER” and the City of Baxter a municipal corporation under the laws of Minnesota, party of the second part hereinafter referred to as “CITY”) for the benefit of the CITY, the OWNER, the successors in interest to the CITY or the OWNER, and the public generally.

WITNESSETH

WHEREAS, the undersigned is the owner of Lot 1, Block 1, Baxter Medical Park Second Addition in the City of Baxter, Crow Wing County, Minnesota according to the plat thereof on file with the Crow Wing County Recorder, a copy of which is attached hereto and made a part hereof as **Attachment A** and hereinafter called the "Property"; and

WHEREAS, the undersigned is proceeding to build on and develop the Property; and has submitted the Site Plan/Subdivision Plan known as Essentia Health – Musculoskeletal Center Addition, Baxter Clinic, Baxter, hereinafter called the "Plan", a copy of which is attached hereto as **Attachment B** and which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the Property; and

WHEREAS, the City and the undersigned, its successors and assigns, including any homeowners association, (hereinafter the “Landowner”) agree that the health, safety, and welfare of the residents of the City of Baxter, Minnesota, requires that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan **Attachment B** (the “Facilities”) be constructed and adequately maintained by the Landowner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions listed below and including **Attachment C**, the parties hereto agree as follows:

- (1) When a new drainage control facility is installed, the party having the facility installed shall obtain a copy of the as-built plans from the City of Baxter Engineering Department. Owner shall make records of the installation and of all maintenance and repairs, and shall retain records for at least ten years. These records shall be submitted to the City of Baxter’s Engineering Department and shall be made available during inspection of the facility and at other reasonable times upon request by the City Engineer.

- (2) The following operational maintenance activities shall be performed on all permitted systems on a regular basis or as needed:
- a) Sweeping of sediment from parking lot,
 - b) Removal of trash and debris,
 - c) Inspection of inlets and outlets,
 - d) Removal of sediments when the storage volume or conveyance capacity of the stormwater management system is below design levels
 - e) Ensure systems designed for infiltration are drawing down within 48 hours, and
 - f) Stabilization and restoration of eroded areas.
- (3) Specific operational maintenance activities are required, depending on the type of permitted system, in addition to the practices listed in subsection (2), above.
- a) Retention, swale and underdrain systems shall include provisions for:
 1. Mowing and removal of grass clippings, and
 2. Aeration, tilling, or replacement of topsoil as needed to restore the percolation capability of the system. If tilling or replacement of the topsoil is utilized, vegetation must be established on the disturbed surfaces.
 - b) Exfiltration systems shall include provisions for removal of sediment and debris from pretreatment or sediment collection systems.
 - c) Wet detention systems shall include provisions for operational maintenance of the littoral zone. Replanting shall be required if the percentage of vegetative cover falls below the permitted level. It is recommended that native vegetation be maintained in the littoral zone as part of the system's operation and maintenance plan. Undesirable species such as cattail and exotic plants should be controlled if they become a nuisance.
 - d) Dry detention systems shall include provisions for mowing and removal of grass clippings.
- (4) If the system is not functioning as designed and permitted, operational maintenance must be performed immediately to restore the system. If operational maintenance measures are insufficient to enable the system to meet the design and performance standards, the permittee must either replace the system or construct an alternative design.
- (5) In the event the Landowner fails to maintain the Facilities in good working condition acceptable to the City, the City may undertake without a public hearing, to enter upon the Property and take such steps as are necessary to correct deficiencies identified in the inspection report and authorize the City to assess the entire final cost of the corrections against above stated Property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The Landowner grants to the City, its authorized agents and employees, a non-exclusive, perpetual easement over, across, under and through the Property for such purposes.

(6) This Agreement shall inure to the benefit of and shall be binding upon the Landowner and the City and their respective successors, agents and assignees, and shall be binding upon all future owners of all or any part of Lot 1, Block One, Baxter Medical Park Second Addition and shall be deemed covenants running with the land. However, nothing in this Agreement, expressed or implied, shall give to any other person or entity any benefit or legal or equitable right, remedy or claim under this Agreement. This Agreement, at the option of the City, may be placed on record with the County Recorder so as to give notice hereof to subsequent purchases and encumbrances.

IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered:

[SIGNATURES APPEAR ON PAGES 4 AND 5]

OWNER:

Brainerd Lakes Integrated Health System

By Thomas Prusak
Its President

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Thomas Prusak the President of Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation, on behalf of the company

Notary Public
My commission expires: _____

CITY:

CITY OF BAXTER, MINNESOTA

By: _____
Darrel L. Olson
Its Mayor

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

RATIFIED AND APPROVED BY THE CITY COUNCIL OF BAXTER, MINNESOTA, THIS
_____ DAY OF _____, 2022

By: _____
Darrel Olson
Mayor

Attest: _____
Kelly Steele
Assistant City Administrator/Clerk

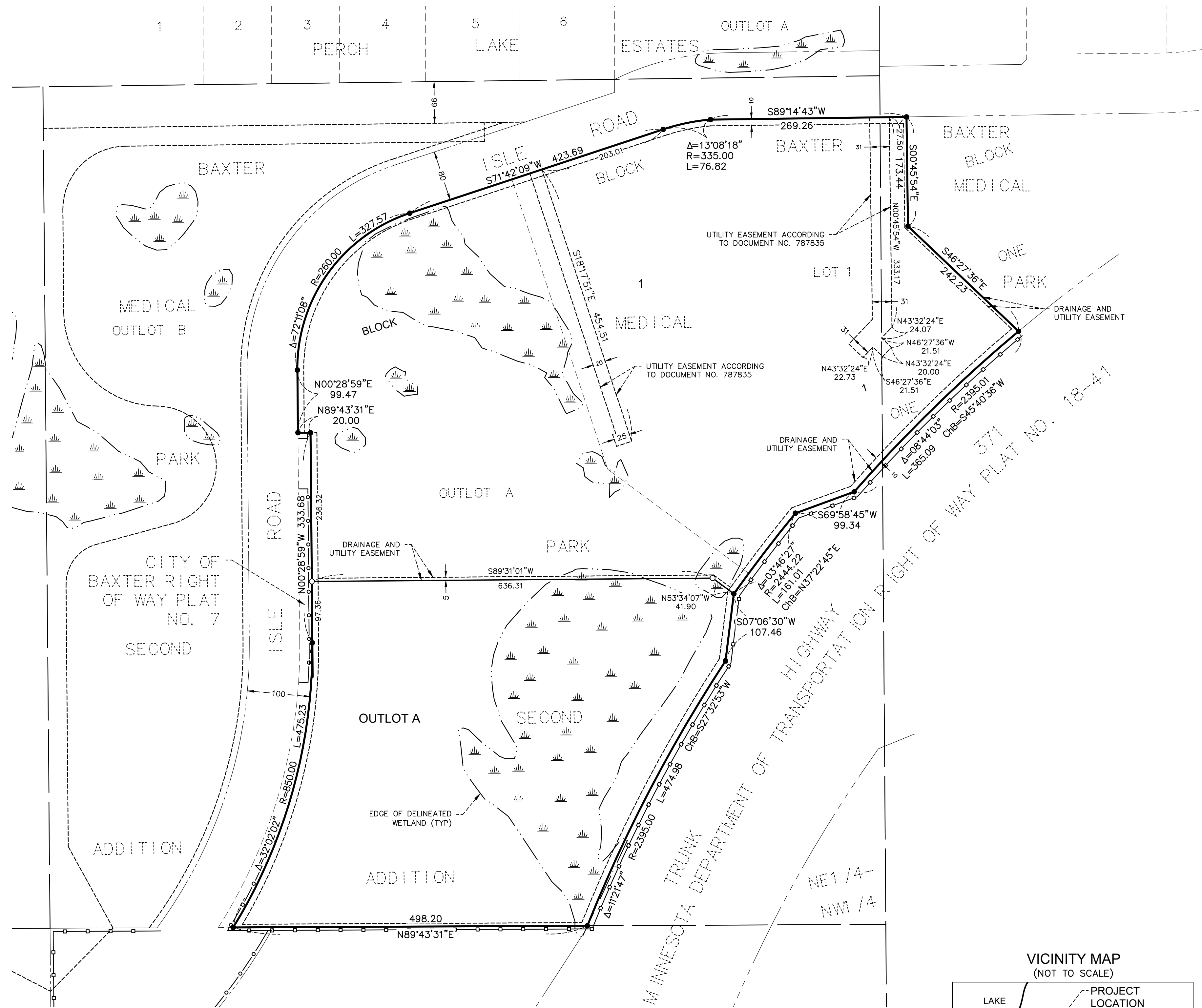
STATE OF MINNESOTA)
) ss.
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2022, by Darrel L. Olson and Kelly Steele, the Mayor and Assistant
City Administrator/City Clerk of the City of Baxter, a municipal corporation under the
laws of Minnesota, on behalf of the corporation.

Notary Public
My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
City of Baxter
13190 Memorywood Dr.
P.O. Box 2626
Baxter, Minnesota 56425
218/454-5100

BAXTER MEDICAL PARK THIRD ADDITION



KNOW ALL PERSONS BY THESE PRESENTS: That Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation is the owner of the following described property situated in Crow Wing County, Minnesota:

Lot 1 and Outlot A, BAXTER MEDICAL CENTER SECOND ADDITION, According to the recorded plat thereof on file in the Crow Wing County, Minnesota, Recorder's Office.
EXCEPT
Parcel 4, CITY OF BAXTER RIGHT OF WAY PLAT NO. 7, According to the recorded plat thereof on file in the Crow Wing County, Minnesota, Recorder's Office.
Subject to easements, reservations or restrictions of record, if any.

Have caused the same to be surveyed and platted as BAXTER MEDICAL CENTER THIRD ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat

IN WITNESS WHEREOF, said Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

The Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation

John Sperrazza, Senior Vice President, Operations

State of _____

County of _____

This instrument was acknowledged before me on _____, by John Sperrazza, Senior Vice President, Operations of Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation.

Notary Public _____

My Commission Expires: _____

I, Chad M. Conner, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Chad M. Conner, Land Surveyor
Minnesota License Number 41643

State of Minnesota
County of Crow Wing

This instrument was acknowledged before me on _____ by Chad M. Conner.

Darcie French
Notary Public, Crow Wing County, Minnesota
My Commission Expires: 01-31-2023

This plat of BAXTER MEDICAL CENTER THIRD ADDITION was approved and accepted by the City Council of the City of Baxter, Minnesota, at a regular meeting thereof held this ____ day of _____, 20____, and said plat is in compliance with the provisions of the Minnesota Statutes, Section 505.03, Subd. 2.

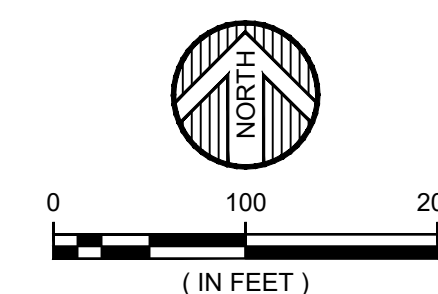
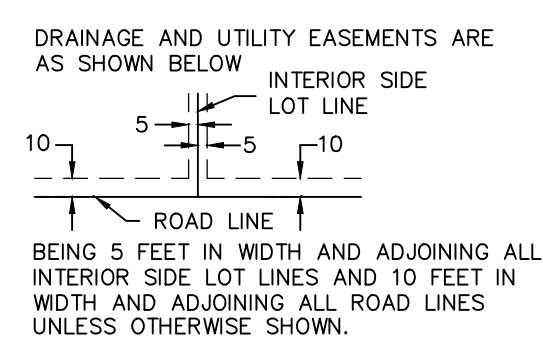
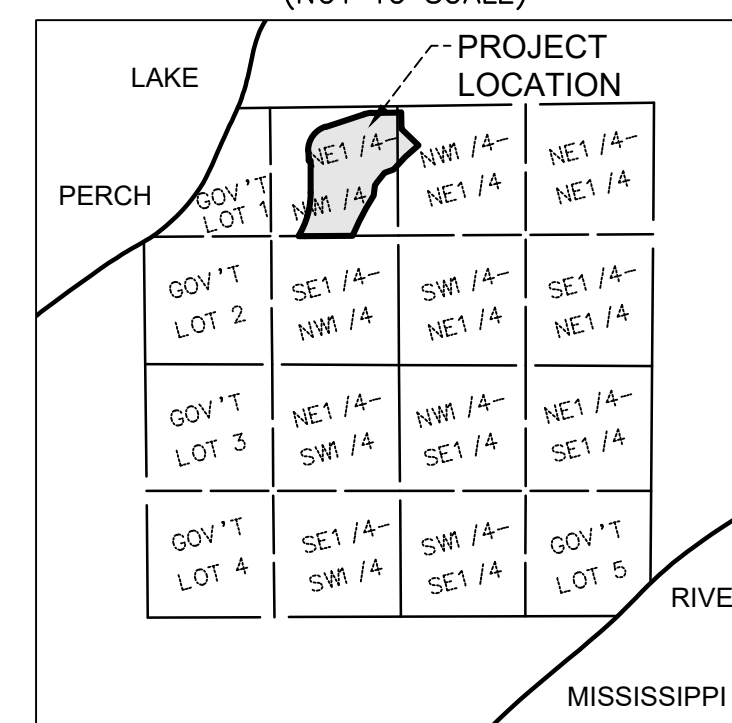
Mayor _____

Assistant City Administrator/City Clerk

Pursuant to Minnesota Statutes, Chapter 272.12, that there are no delinquent taxes on the land hereinbefore described on this plat and transfer and pursuant to Chapter 505.021, Subd. 9, taxes payable for the year 20____ on the land hereinbefore described have been paid this ____ day of _____, 20____.

Auditor/Treasurer
Crow Wing County, Minnesota

VICINITY MAP
(NOT TO SCALE)



- ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CITY OF BAXTER COORDINATE DATABASE NAD 83
- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2 INCH IRON PIPE MONUMENT SET AND MARKED RLS # 41643
- ▭ = DENOTES DELINEATED WETLAND
- = DENOTES EXISTING RIGHT OF CONTROLLED ACCESS DEDICATED TO THE CITY OF BAXTER
- = DENOTES EXISTING RIGHT OF CONTROLLED ACCESS DEDICATED TO THE STATE OF MINN.

PRELIMINARY PLAT

BAXTER MEDICAL PARK THIRD ADDITION

OWNER	BRAINERD LAKES INTEGRATED HEALTH 2024 SOUTH 6TH ST BRAINERD, MN 56401
DESCRIPTION	LOT 1, BLOCK ONE AND OUTLOT A, BAXTER MEDICAL PARK SECOND ADDITION SECTION 18, TOWNSHIP 133, RANGE 28, CROW WING COUNTY, MN.
SURVEYOR	CHAD M. CONNER WIDSETH 7804 INDUSTRIAL PARK ROAD BAXTER, MN.
AREA	22.0 ACRES
ZONING	OS, OFFICE SERVICE
DATE	MAY 24, 2022

SURVEYOR'S NOTES:

ACCORDING TO THE CROW WING COUNTY GIS MAPPING APPLICATION, THE SUBJECT PROPERTY IS LOCATED WITHIN THE OFFICE SERVICE ZONING DISTRICT.

ACCORDING TO THE CITY OF BAXTER CITY CODE, THE BUILDING SETBACK LINES FOR THE OFFICE SERVICE ZONING DISTRICT ARE AS FOLLOWS:

PRINCIPLE STRUCTURE SETBACKS

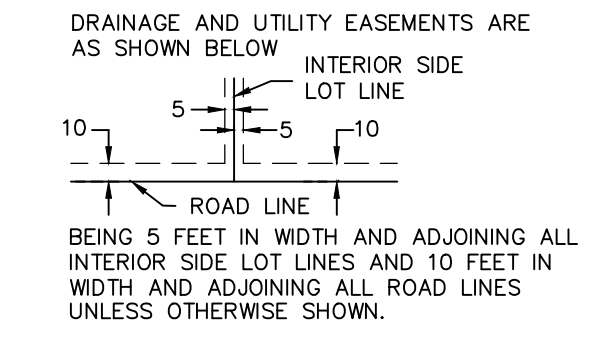
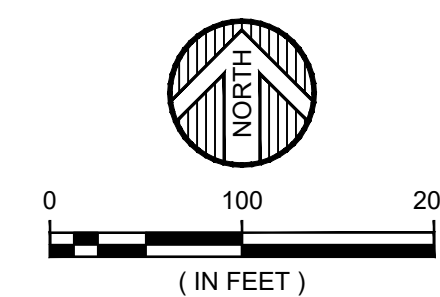
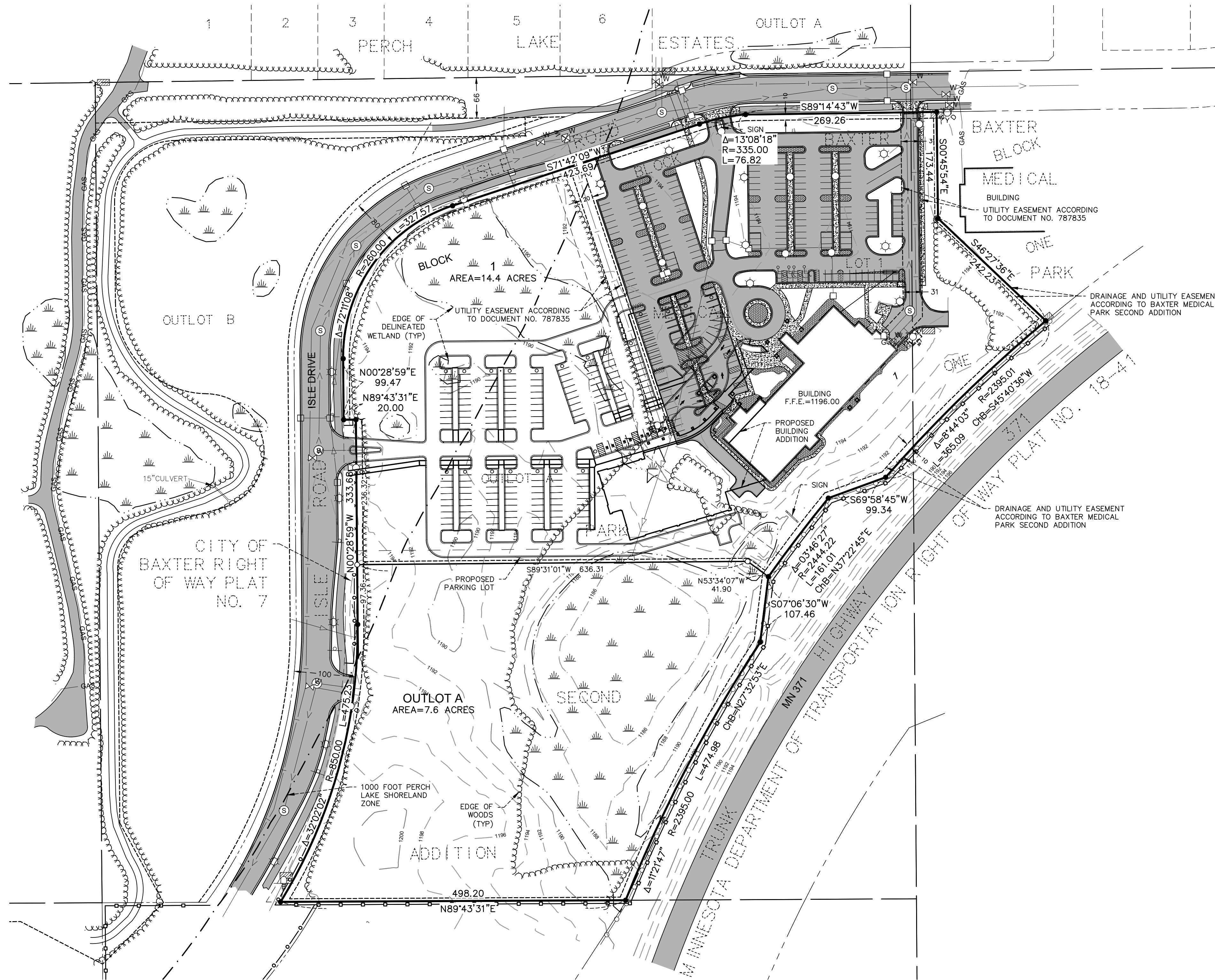
FRONT YARD	=	35 FEET
SIDE YARD	=	10 FEET
SIDE YARD	=	35 FEET ABUTTING CORNER
REAR YARD	=	30 FEET

ACCESSORY STRUCTURE SETBACKS

FRONT YARD	=	35 FEET
SIDE YARD	=	10 FEET
SIDE YARD	=	35 FEET ABUTTING CORNER
REAR YARD	=	10 FEET

ACCORDING TO F.E.M.A. COMMUNITY PANEL NUMBER 27035C0510C EFFECTIVE DATE AUGUST 15, 2017 THE SUBJECT PROPERTY IS WITHIN ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD) AND ZONE "AE" (SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATION).

THE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY ARE ACCORDING TO OBSERVED EVIDENCE AND GOPHER ONE, TICKET NO. 220670664 TOGETHER WITH PLANS. WIDSETH ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS AND ACCURACY OF THESE LOCATIONS. FURTHER LOCATIONS AND VERIFICATIONS ARE RECOMMENDED BEFORE ANY CONSTRUCTION OR EXCAVATION.



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CITY OF BAXTER COORDINATE DATABASE NAD 83

ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2 INCH IRON PIPE MONUMENT SET AND MARKED RLS # 41643
- ⊙ = DENOTES SANITARY SEWER MANHOLE
- ⊕ = DENOTES HYDRANT
- ⊖ = DENOTES WATER VALVE
- ⊗ = DENOTES CATCH BASIN
- ⊘ = DENOTES STORM SEWER APRON
- ⊙ = DENOTES LIGHT POLE
- ⊕ = DENOTES ELECTRIC TRANSFORMER
- ⊖ = DENOTES ELECTRIC METER
- ⊗ = DENOTES GAS METER
- ⊘ = DENOTES CONIFEROUS TREE
- ⊙ = DENOTES DECIDUOUS TREE
- ⊕ = DENOTES SHRUB
- ⊖ = DENOTES DELINEATED WETLAND
- ⊗ = DENOTES HANDICAPPED PARKING STALL
- ⊘ = DENOTES UNDERGROUND NATURAL GAS LINE
- ⊙ = DENOTES SANITARY SEWER LINE
- ⊕ = DENOTES STORM SEWER LINE
- ⊖ = DENOTES WATER LINE
- ⊗ = DENOTES CHAINLINK FENCE
- ⊘ = DENOTES EASEMENT
- ⊙ = DENOTES RIGHT OF CONTROLLED ACCESS DEDICATED TO THE CITY OF BAXTER
- ⊕ = DENOTES RIGHT OF CONTROLLED ACCESS DEDICATED TO THE STATE OF MINNESOTA
- = DENOTES BITUMINOUS SURFACE
- = DENOTES CONCRETE SURFACE
- = DENOTES LANDSCAPING SURFACE

IMPERVIOUS CALCULATIONS:
(FOR LOT 1, BLOCK 1, BAXTER MEDICAL PARK THIRD ADDITION ONLY)

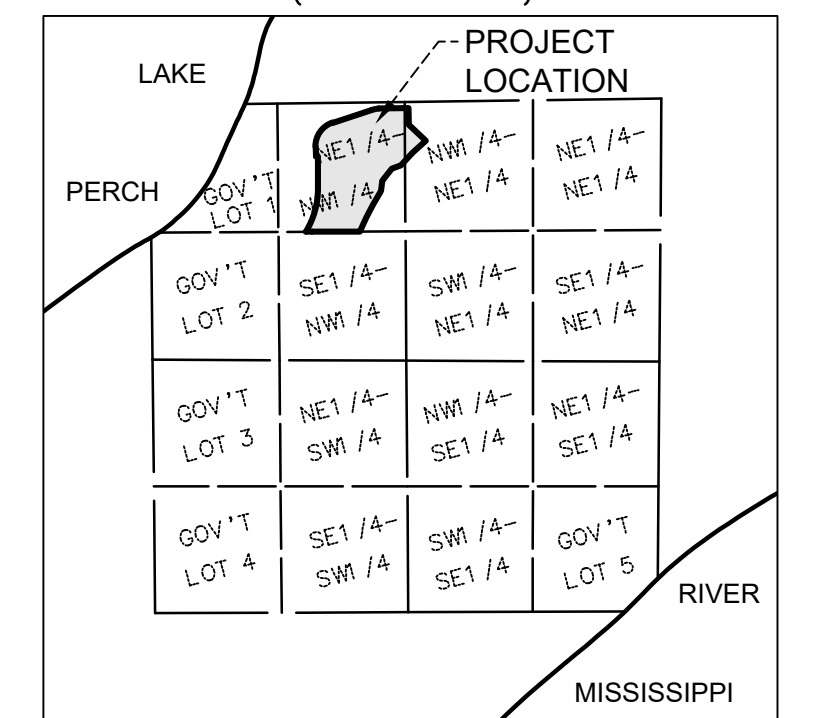
TOTAL AREA NON-SHORELAND= 496,973± SQ. FT. (11.4 ACRES)

EXISTING CONDITIONS:
IMPERVIOUS COVERAGE = 299,850 SQ. FT
IMPERVIOUS PERCENTAGE = 60.3 %
(299,850 / 496,973 = 0.6034)

TOTAL AREA SHORELAND= 131,886± SQ. FT. (3.0 ACRES)

EXISTING CONDITIONS:
IMPERVIOUS COVERAGE = 22,525 SQ. FT
IMPERVIOUS PERCENTAGE = 17.1 %
(22,525 / 131,886 = 0.1708)

VICINITY MAP
(NOT TO SCALE)



**ATTACHMENT C: CITY OF BAXTER
ENGINEERING STANDARDS FOR STORM WATER
TREATMENT FACILITIES**

The storm water treatment facilities listed below only apply if the facility is incorporated into the storm water treatment of the Property. If a storm water treatment facility listed below is incorporated into the treatment of the storm water in the future, the owner shall immediately implement the maintenance requirements listed below.

Sweeping Maintenance Requirements

1. Sweep sediment from parking lot a minimum of 4 times a year, more as needed.

Pond Maintenance Requirements

2. Inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City as requested by the City Engineer.
3. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.
4. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.
5. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.
6. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Environmental Manhole Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.
2. Maintenance should be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance should occur immediately after a spill takes place. Appropriate regulatory agencies should also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.

Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.
2. Vegetation
 - a. Maintain at least 80% surface area coverage of plants approved per plan.
 - b. Removal of invasive plants and undesirable woody vegetation.
 - c. Removal of dried, dead and diseased vegetation.
 - d. Re-mulch void or disturbed/exposed areas.
3. Annual inspection and maintenance efforts must be documented and submitted to the City.

Stormwater Basin Maintenance Requirements

1. Ongoing and as needed:
 - a. Prune and weed to maintain appearance
 - b. Remove trash and debris
 - c. Maintain at least 80% surface area coverage of plants approved per plan.
 - d. Removal of invasive plants and undesirable woody vegetation.
 - e. Removal of dried, dead and diseased vegetation.
 - f. Re-mulch void or disturbed/exposed areas.
2. Semi-annually:
 - a. Remove sediment from inflow points (off-line systems)
 - b. Inspect aggregate filter system and clean as needed
 - c. Shrubs should be inspected to evaluate health. Remove dead and diseased vegetation.
3. Annually:
 - a. Inspect and remove any sediment and debris build-up in pre-treatment areas
 - b. Inspect inflow points and bioretention surface for buildup of road sand associated with spring melt period. Remove and replant as necessary.
4. 2 to 3 years:
 - a. Test pH of planting soils. If pH is below 5.2, add limestone. If pH is 7.0 to 8.0, add iron sulfate plus sulfur.
5. Annual inspection and maintenance efforts must be documented and submitted to the City.



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Accept the Brainerd Lakes Storage, LLC. (KO Storage) Municipal Improvements as Outlined in the Development Agreement

Approval Required: Simple Majority Vote

BACKGROUND

Brainerd Lakes Storage, LLC. Development Project (KO Storage) has been completed in accordance with the Development Agreement with the exception of approved as-built plans and install tracer wire termination boxes at the hydrants and other termination locations. Widseth was going to submit as-builts but inquired on the need to locate the forcemain to include on the as-builts. Staff is working with the developer to locate the private forcemain and the municipal watermain to ensure the Minnesota Department of Health watermain separation requirements were met, staff told the developer we would bring the acceptance of the materials to Utilities Commission with conditions but will not push to City Council until all conditions have been fulfilled.

The one-year warranty period starts when City Council accepts the Municipal Improvements, the developer has submitted an extension to the Irrevocable Letter of Credit to cover the warranty period.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATIONS

Staff recommends approval of the Brainerd Lakes Storage, LLC. Development Agreement with the following conditions:

1. Submit as-builts meeting the requirements outlined in the Development Agreement.
2. Install tracer wire termination boxes at all hydrants and terminate locations.

COUNCIL ACTION REQUESTED

Motion to accept the Brainerd Lakes Storage, LLC. Municipal Improvements as outlined in the Development Agreement with the conditions outlined in the staff recommendation.



ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Accept the Menards, inc. Municipal Improvements as Outlined in the Development Agreement

Approval Required: Simple Majority Vote

BACKGROUND

Menards, inc. has completed the Municipal Improvements in accordance with the Development Agreement from their 2018 project. The one-year warranty period starts when City Council accepts the Municipal Improvements, the developer currently has a cash escrow in place for surety to cover and warranty work if needed.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATIONS

Staff recommends accepting the municipal improvements as the developer has fulfilled the requirements of the Development Agreement.

COUNCIL ACTION REQUESTED

Motion to accept the Menards, inc. Municipal Improvements as outlined in the Development Agreement



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Bolton & Menk Fee Amendment in the Not to Exceed Amount of \$170,490.00 for a Total Revised Contract Amount of \$946,850.00 as Outlined Above in the Staff Recommendation

Approval Required: Simple Majority Vote

BACKGROUND

Bolton & Menk has submitted a fee amendment for the 2022 Inglewood Drive Railway Crossing & Associated Road. The original project has since been split into two separate projects but since all fee amendments reference back to the original contract the fee amendments have been included in one proposal. The projects are now referred to as the 2022 Foley Road, Isle Drive, & Forthun Road Improvements Project and the 2022 TH 210/Inglewood Drive Railroad Crossing Improvements Project.

Staff has reviewed the proposed fee amendment and has questions/concerns with some of the tasks in the fee amendment. More information is provided in the staff recommendation regarding the fee amendment.

FINANCIAL IMPLICATIONS

Bolton & Menk has submitted a fee amendment in the not to exceed amount of \$337,596, staff recommends approving only \$170,490.00 at this time with negotiations on the remaining tasks as outlined in the staff recommendation.

The total not to exceed approved contract amount is \$776,360, with staff's recommendation of approving \$170,490.00 the proposed total not to exceed contract amount would be \$946,850.00. Combining the two expected construction costs of \$5,584,412, this requested amount is 17% of the project total which is below the 22% (anticipated \$1,228,570) used in the feasibility study.

STAFF RECOMMENDATIONS

Due to the original 2022 Inglewood Drive project being split into two separate projects, the proposed fee amendment encompasses items from both the 2022 Foley Road, Isle Drive, & Forthun Road Improvements Project and the 2022 TH 210/Inglewood Drive Railroad Crossing Improvements Project. Below are the tasks from each project along with staff's recommendation:

2022 Foley Road Improvement Project

Staff recommends approval of the following Tasks:

- Task 20.0 - \$28,775.00
- Task 21.0 - \$15,740.00
- Task 26.0 - \$56,000.00

Total of \$100,515.00

Tasks 22.0, 23.0, 24.0, & 25.0 need additional discussion, information, and negotiations between the City of Baxter and Bolton & Menk.

2022 TH 210/Inglewood Drive Railroad Crossing Improvements Project

Staff recommends approval of the following Tasks:

- Task 32.0 - \$25,000.00
- Task 33.0 - \$9,600.00
- Task 34.0 - \$35,375.00

Total of \$69,975.00

Tasks 30.0, & 31.0 need additional discussion, information, and negotiations between the City of Baxter and Bolton & Menk.

COUNCIL ACTION REQUESTED

Motion to approve the Bolton & Menk fee amendment in the not to exceed amount of \$170,490.00 for a total revised contract amount of \$946,850.00 as outlined above in the staff recommendation.



Real People. Real Solutions.

7656 Des
Baxter, MN 56425-8676

Item 8.

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

May 25, 2022

Mr. Trevor Walter, Public Works Director/City Engineer
City of Baxter
13190 Memorywood Drive
PO Box 2626
Baxter, MN 56425

RE: 2022 Inglewood Drive Railway Crossing & Associated Roadway Improvements Project
Proposal for Fee Amendment for Construction Materials Testing, Construction Administration,
Construction staking, Project Coordination, etc.

Dear Mr. Walter:

In February 2020, the City of Baxter entered into an agreement with Bolton & Menk to develop plans and complete construction administration the following year in 2021 for this Inglewood Drive Railway Crossing and Associated Roadway Improvements (Inglewood Drive) project. The original project extents were the relocation of the Knollwood Drive traffic signal and railroad crossing to Inglewood Drive, pavement rehabilitation on Foley Road, public utility improvements, and an improved configuration for the Forthun Road and Isle Drive intersection. During the design process, it expanded to include a Restricted Crossing Intersection (RCI) at T.H. 210/Knollwood, Mini-roundabout at Forthun-Isle, an extension of trail reconstruction east along Foley Road between Forthun and Elder Drive, an access road incorporation, pond expansion, a BNSF staging area, and elongation of left turn lanes at the intersection of TH 210/Inglewood Drive. In combination of these changes, the project schedule has stretch from early 2020 to June 2023, doubling the length of the schedule.

Included with the original RFP for this project was a Feasibility Report prepared by WSN and approved by the City Council on April 17, 2018 which defined the project limits and the funding for the project. Our construction fees and expected scope were originally based off that study. From the start of the project considering public utility improvements, vehicles and pedestrians, and outcomes of the MnDOT TH 210 corridor study, it became obvious we needed to re-evaluate intersection designs and engage the community on both intersection/crossing designs and public utilities. The project was delayed due to these reasons, wanting to align with the MnDOT TH 210 corridor study, and we wanted to make sure the final project extents fit the City's goals of the project.

From that delay, the RCI, mini roundabout, Foley Road trail reconstruction extension to Elder, and the Access Road designs were incorporated into the project. Addendum #3 addressed this issue of needed additional fees for designs and creation of a revised feasibility study for the project. In that feasibility study, we recycled the funding breakdown and splits of the original project area from the WSN feasibility study dated April 17, 2018 since that work was completed. We only focused on the newer additions to the project and how they were going to get funded. The critical funding topic of the new additions was the RCI since that was a MnDOT request. The City Council directed Bolton & Menk to work with MnDOT and make sure the funding responsibility of the construction and construction administration was going

to be 100% MnDOT with any engineering costs the responsibility of the city. MnDOT agreed and that funding arrangement remains in the same terms as of today.

As the project progressed to a 60% design level, the Bolton & Menk project team shared the plan set with MnDOT for their required functional team reviews. During the process, MnDOT stated they have \$1.1 million slated for the project in their State Transportation Improvement Program (STIP) but the funding splits will not reach that dollar amount because they did not follow their Cost Participation Policy. The Bolton & Menk team questioned this and discussed that a feasibility report and agreed costs between parties were already in-place and certain funding variances were applied because of the project background and uniqueness of the project. MnDOT stated they did not agree to the original WSN feasibility report and assumed that the \$1.1 million shared with MnDOT at the time by WSN followed the Cost Participation Policy. No evidence or documentation of this arrangement was found either.

Because of this problem, the approach to the project financials and plan set schedules had to be re-evaluated. In collaboration with City Engineering staff, it was decided to split the project into two, one project that would solely be funded by local city funds (Foley Road Project) and one that would consist of Federal, State, and local funds (T.H. 210/Inglewood Drive Project). The project with multiple funds also absorbed all the BNSF coordination which allowed the project team to be flexible with the project schedules which has proved to be advantageous in implementing the construction process to date. In addition, the construction work types between the projects were split to become more appealing for potential contractors and this change likely saved the city money in not needing to require State/Federal Wages over the entire project area.

The negative consequences of this decision were the need to split the plan set and specifications into two, remove the Foley Road portion from the Federal Environmental Clearance documents, complete two bid processes, and the plausibility to work with two contractors during construction. In combination with these outcomes, the city project financials still needed to be amended. Unexpected coordination with MnDOT was required to determine eligible LPP items and organization has been needed to re-align the State Aid route of Knollwood to apply State Aid funds to this project which allowed the City to offset some of the lost funding.

Within this context and background, we are requesting your consideration of the following fee amendment to our original engineering services agreement for the 2022 Inglewood Drive project. Note that during this project process, understanding the City's preferences and tendencies, specifically when it comes to funding and City Council coordination, has been an onerous task but an improving one. With this being the first time the Bolton & Menk Transportation Department project has worked with the City, some past inefficiencies can be traced to us and we have not included those expenses in our request. Lastly, certain tasks such as Construction Materials Testing were stated in the RFP to be negotiated prior to construction and weren't in our original proposal since it was undetermined what the task scope was going to be. Those costs and tasks are also included in this amendment.

Description of Tasks and Costs

- **20.0 – Foley Road Plan Set Revision and Specifications, Additional Bidding Services (~ 195 hours – \$28,775)**
Bolton & Menk split out the original total project area 60% plan set and created a city standard plan set for the Foley Road, Forthun Road, and Isle Drive components. Work required to make this split included new titlesheet, general layout, traffic control and staging, drainage revisions, earthwork modifications, and specification adjustments. An additional bidding and advertising process was required to bid this Foley Road project separate as well.
- **21.0 – Foley Road Project Memo Revisions (~ 115 hours – \$15,740)**
Bolton & Menk revised the original draft of the Federal Aid Project Memo to remove all Foley Road components. Coordination with Federal Aid was needed to determine that the two projects were independent of each other to meet the requirement of independent utility per the DCP guidelines. Lastly, during the middle of the memo review, FHWA required the endangered Grey Wolf amendment and evaluation for the project. This change was a federal process requirement that was not originally required for Project Memos prior to us starting the project.
- **22.0 – Foley Road Design/Construction Administration (~ 450 hours – \$59,000)**
With this project being split into two, it causes different schedules and coordination between two different contractors that increases the construction duration, the number of construction meetings needed, bid items to be measured and quantified, the number of invoices, and project updates at Utility Commission Meetings. We also lost the benefit of the project being constructed all at once and only over a year period per this change. Lastly, additional areas and designs were added in the Foley Road project from the original RFP that will need observation and additional field measurements during the construction process.
- **23.0 – Foley Road Additional Construction Surveying (\$44,000)**
A total of \$35,000 is in the current contract for construction surveying. This was prior to the mini roundabout, Foley Road trail reconstruction extension from Forthun to Elder, pond addition, R/W acquisition needs, and the Access Road incorporation. Like construction administration with the project being split into two, it causes different schedules which will be offsetting, and coordination between two different contractors which increases the amount of coordination to get the job completed and staked.
- **24.0 – Project Financial Planning, Additional Assessment Process (~ 220 hours – \$29,600)**
Because of the eligibility of the State LPP items and the splitting of the plan set into two, financial planning and agency involvement increased significantly. State Aid coordination was needed to relocate the State Aid route from Knollwood to T.H. 210 to Knollwood east down Foley Road and then north up the new portion of Inglewood Drive. Additional plan review from State Aid was required to obtain and determine the eligibility of the State Aid funds for these projects. With the Federal funding type, awarded to the City of Baxter not having an award letter, structuring how and where the Federal Funds can be applied was an extensive process. Coordination with Federal Aid, MnDOT D3 Planning, and the Region Five Development Commission was needed. Lastly, during the project lifespan, there has been five leadership

changes at each one of the agencies involved in this project that the team has been navigating. State Aid and the MnDOT D3 Project Manager were two of them that were the most impactful.

An additional Assessment Process was needed for this project for the Area Wide assessment of the TH 210/Inglewood Drive signal costs. The RFP only stated one assessment for the neighboring properties which has been fully executed. This additional area-wide assessment hearing will be completed after the bidding of the project in June. Estimated costs for this process are \$3,320.

- **25.0 – Right of Way Acquisition Support, Easement Acquisition, Offer Letters and Easement Documents, Negotiations and Signed Agreements, Home Depot Parcel, Steve Rehnblom Property (\$32,936)**

With Evergreen Land Services being removed from the project, Bolton & Menk, in collaboration with Bill Ludenia in completing the appraisals, had to complete the R/W acquisition process for the 15' D/U along the proposed Access Road. We estimated that \$1,260 was for preparing offer letters and easement documents and \$27,200 for Offers and Negotiation. These dollar amounts match up to the amounts that were approved for Evergreen.

Extra time was needed for sanitary sewer and watermain design for these acquired parcels, utility layouts used in discussions with owners and utility agencies, meetings, and cost estimates regarding the development of the Steve Rehnblom property was needed for R/W purposes of the project. We estimate these costs have been \$3,776.

Additional coordination was needed to obtain R/W documents from MnDOT at the existing Knollwood Drive Intersection. BNSF required existing plats, descriptions, and condemnation order documentation for the vacation of the crossing. We estimate these costs have been \$700.

- **26.0 – Project Newsletters and Communication during Construction (~ 120 hours – \$8,400)**

We understand that it is the City's preference to provide weekly public newsletters and project updates on the project website for the entire duration of construction. No communication was included in the original proposal during construction. Bolton & Menk would provide up to 40 weekly newsletters during the construction duration along with continued updates and email blasts to the project website.

- **27.0 – Foley Road Construction Materials Testing (Braun Intertec) (\$56,000)**

See attached proposal by Braun Intertec, Inc.

FOLEY ROAD IMPROVEMENT PROJECT REQUESTED TOTAL (\$274,451)

- **30.0 – TH 210/Inglewood Drive Plan Set Revision and Specifications (~ 220 hours – \$24,700)**

Bolton & Menk split out the original total project area 60% plan set and created a State & Federal standard plan set for the T.H. 210 and Inglewood Drive components. With the addition of State Aid funds mid-way through the plan production, the plan set needed to be revised to meet State Aid Standards. Evaluation of staging and traffic control between the two projects were needed to avoid contractor conflicts during construction. Lastly, a field site meeting was

held between the City of Baxter Police Department, MnDOT D3 Traffic staff, Bolton & Menk, and MnDOT Signals to discuss the Emergency Vehicle Preemption System (EVP) of the proposed signal at TH 210/Inglewood Drive which was unexpected but required to confirm that the system will work for all parties, specifically the police department.

- **31.0 – TH 210/Inglewood Drive Design/Construction Administration (~ 355 hours – \$42,925)**
With this project being split into two, it causes different schedules and coordination between two different contractors that increases the construction duration, the number of construction meetings needed, bid items to be measured and quantified, the number of invoices, and project updates at Utility Commission Meetings. With the design project schedule being extended another year, additional meetings, RCAs, and Utility Commission updates were completed. We also lost the benefit of the project being constructed all at once and only over a year period per this change.
- **32.0 – TH 210/Inglewood Drive Construction Surveying (\$25,000)**
An addition of an RCI, full depth reconstruction of the Knollwood Drive Leg, the BNSF staging area near the signal, and elongation of the left turn lanes at Inglewood Drive over the project life span has increased the survey needs for the project. Like construction administration with the project being split into two, it will cause different construction schedules and coordination between two different contractors which increases the amount of coordination to get the job completed and staked.
- **33.0 – BNSF Maintenance Agreement Lump Sum Payment (~ 48 hours – \$9,600)**
Per input from City Engineering staff and the City Council at meetings of October 5, 2021 and April 5, 2022, Bolton & Menk was directed to pursue and obtain a 40-year lump sum maintenance fee with BNSF per the required C&M agreement. BNSF requires all local municipalities to provide maintenance costs on each at-grade crossings that are newly constructed by the local municipality. Typically, BNSF charges the municipality annually for any maintenance provided tied to that particular year for a 40-year duration. The lump sum approach, which was collaborated with BNSF by Bolton & Menk and written into the final C&M agreement, is a replacement to the annual invoices over the lifespan of the crossing. Paying the 40-year lump sum fee provides the following benefits to the city:
 - Removes future payments for a 40-year duration
 - Eliminates uncertainty of inflation and additional expenses the railroad might leave the city burdened with
 - Eradicates the varying expense spikes that annual payments can produce
 - Allows BNSF to invest this one-time payment in absorbing additional future maintenance costs instead of afflicting them onto the city in the future. They take on all liability.

The additional coordination and meetings with BNSF and MnDOT Rail, communication needs on the process to the City such as project check-ins and City Council appearances, and coordination with MnDOT SALT on eligibility of the lump sum payment was not within the original scope or RFP for this project.

- **34.0 – TH 210/Inglewood Drive Construction Materials Testing (Braun Intertec) (\$35,375)**
See attached proposal by Braun Intertec, Inc.

TH 210/INGLEWOOD DRIVE IMPROVEMENT PROJECT REQUESTED TOTAL (\$137,600)

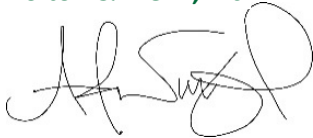
With Evergreen Land Services being removed from the project, the full authorized amount of **\$78,785** will not be spent. Evergreen only fulfilled **\$12,726** of their contract which consisted of pulling titlework, mailing out questionnaires, and obtaining contact information. Therefore, **\$66,059** of the remaining amount should be removed from our requested amendment cost, which comes to a revised total of **\$345,992**. ($\$412,051 - \$66,059 = \$345,992$)

In summary, we are requesting a not to exceed increase of **\$345,992** to the current total contract amount of **\$776,360** for an amended not to exceed total contract amount of **\$1,122,352**. Combining the two expected construction costs of **\$5,584,412**, this requested amount is **20.1%** of the project total, below the 22% (anticipated \$1,228,570) used in planning numbers.

Thank you for the opportunity to present this fee amendment proposal. Please feel free to contact me at 651-503-5700 or via e-mail at aaron.warford@bolton-menk.com if you have any questions or if you require additional information.

Sincerely,

Bolton & Menk, Inc.



Aaron Warford, P.E.
Principal Engineer

We hereby accept this proposal and authorize Bolton & Menk, Inc. to proceed with this work.

Accepted: _____
Darrel Olson, Mayor Kelly Steele, Asst. Administrator/City Clerk

Date: _____



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Award the Base Bid to ASTECH Corporation of St. Cloud, Minnesota in the amount of \$306,774.40 for the 2022 Micro Surfacing Improvements Project

Approval Required: Simple Majority Vote

BACKGROUND

The City Pavement Management Plan identifies the residential area generally located west of Memorywood Drive, north of TH 210, east of Oakwood Drive and south of Cedar Scenic Road as a pavement maintenance project utilizing micro surfacing in 2022. These segments were identified as micro surfacing candidates as they have 2019 PASER ratings of 6 & 7 and exhibit slight to moderate surface distress.

The proposed schedule for the project is:

- May 4, 2022 – Utility Commission approves plans and specifications and authorizes bidding.
- May 17, 2022 – City Council approves plans and specifications and authorizes bidding.
- May 18, 2022 and May 25, 2022 – Bid Advertisement
- **June 2, 2022 – Bid Opening**
- **June 8, 2022 – Bid Recommendation to Utility Commission**
- June 21, 2022 – Bid Recommendation to City Council
- Project Completion date is September 15, 2022

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, June 2, 2022. One bid was received from ASTECH Corp. of St. Cloud, Minnesota for the Base Bid in the amount of \$306,774.40 and Bid Alternate #1 in the amount of \$142,007.50 for a Total Bid amount of \$448,781.90.

The Base Bid includes Micro Surfacing Fairview Road, Norway Drive, Meredith Drive, Lancer Drive, Lancer Place, Shadowwood Drive, Honeysuckle Way and Michelle Circle. Bid Alternate #1 includes Micro Surfacing Travine Drive, Paper Birch Drive, and Deerwood Road.

Due to the increase in bid unit costs 18,500 square yards of Micro Surfacing planned for 2022 will not be completed. The City Pavement Management Plan cost estimates are based on a unit cost of \$5 per square yard of bituminous surface to be Micro Surfaced. The 2022 Project Bid resulted in a unit cost of \$7.69 per square yard. We do not anticipate the price of Micro Surfacing to return to 2021 levels which will affect the city's ability to complete planned pavement management projects in subsequent years.

City staff has requested Bolton & Menk present a proposal at the June 8, 2022 Utilities Commission meeting to update the annual budget of the micro surfacing portion of pavement management plan and analyze if an increase in franchise fee rates is warranted to fund the program.

FINANCIAL IMPLICATIONS

Based on the proposed project scope, the estimated cost for construction based on past projects was \$310,000 for a total estimated project cost of \$336,660 including engineering. The project is funded through franchise fees designated for street pavement management improvements. The Project Bid was structured to include 70% (by area) of the identified streets as a base bid and the remaining 30% as a bid alternate to structure a project to be in the range of a construction cost of \$310,000

The total low bid is approximately 6% higher than the Engineer's estimate of \$422,383.00. Attached is the bid award letter and bid abstract for this project. The city had budgeted a construction cost of \$310,000.00. The cost per square yard for the 2022 Micro Surfacing Bid is \$7.69 which is a 62% increase from the 2021 Micro Surfacing Bid of \$4.79. We anticipated higher bids in 2022 based on the increased cost of bituminous materials.

STAFF RECOMMENDATIONS

Staff recommend awarding the Base Bid to ASTECH Corporation of St. Cloud, Minnesota in the amount of \$306,774.40 and not awarding Bid Alternate #1 in the amount of \$142,007.50.

COUNCIL ACTION REQUESTED

Motion to award the Base Bid to ASTECH Corporation of St. Cloud, Minnesota in the amount of \$306,774.40 for the 2022 Micro Surfacing Improvements Project.



**BOLTON
& MENK**

Real People. Real Solutions.

7656 Design Item 9.
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

June 2, 2022

Mayor and City Council
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

RE: Bid Review and Award Recommendation
2022 Micro Surfacing Project
BMI Project No.: OB1.126755

Dear Mayor and Council:

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, June 2, 2022. One bid was received from ASTECH Corp. of St. Cloud, Minnesota for the Base Bid in the amount of \$306,774.40 and Bid Alternate #1 in the amount of \$142,007.50 for a Total Bid amount of \$448,781.90. The Base Bid includes Micro Surfacing Fairview Road, Norway Drive, Meredith Drive, Lancer Drive, Lancer Place, Shadowwood Drive, Honeysuckle Way and Michelle Circle. Bid Alternate #1 includes Micro Surfacing Travine Drive, Paper Birch Drive, and Deerwood Road.

All bids conformed to the plans, specifications and advertisement and no mathematical errors were found in the submitted bid. The low bid is approximately 6% higher than the Engineer's estimate of \$422,383.00. Attached is the bid abstract for this project.

The city had budgeted a construction cost of \$310,000.00. The cost per square yard for the 2022 Micro Surfacing Bid is \$7.69 which is a 62% increase from the 2021 Micro Surfacing Bid of \$4.79. We anticipated higher bids in 2022 based on the increased cost in bituminous materials. We recommend awarding the Base Bid to ASTECH Corporation of St. Cloud, Minnesota in the amount of \$306,774.40 and not awarding Bid Alternate #1 in the amount of \$142,007.50.

If you have any questions regarding the bids, the award process, or project costs, please do not hesitate to contact me.

Sincerely,

Bolton & Menk, Inc.

Bryan G. Drown, PE
Project Manager

Cc: Trevor Walter, PE – Baxter Public Works Director

ABSTRACT OF BIDS

OB1.126755
 2022 MICROSURFACING PROJECT
 CITY OF BAXTER, MN

1

Bids Received and Publicly Opened at 11:00 a.m. on June 2, 2022

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	Engineer Estimate		ASTECH Corp. St. Cloud, MN	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID							
1	MOBILIZATION	1.00	LUMP SUM	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00
2	PAVEMENT MARKING REMOVAL	493	SQ FT	\$3.50	\$1,725.50	\$2.20	\$1,084.60
3	BITUMINOUS MATERIAL FOR MICRO-SURFACING	19800	GALLON	\$4.50	\$89,100.00	\$4.03	\$79,794.00
4	BITUMINOUS MATERIAL FOR MICRO-SURFACING (CULDESAC)	2000	GALLON	\$7.00	\$14,000.00	\$4.03	\$8,060.00
5	MICRO-SURFACING SCRATCH COURSE (MNDOT TYPE 2 AGGREGATE)	280	TON	\$220.00	\$61,600.00	\$185.00	\$51,800.00
6	MICRO-SURFACING SCRATCH COURSE (MNDOT TYPE 2 AGGREGATE) (CUL-DE-SAC)	30	TON	\$250.00	\$7,500.00	\$235.00	\$7,050.00
7	MICRO-SURFACING SURFACE COURSE (MNDOT TYPE 2 AGGREGATE)	340	TON	\$220.00	\$74,800.00	\$185.00	\$62,900.00
8	MICRO-SURFACING SURFACE COURSE (MNDOT TYPE 2 AGGREGATE) (CUL-DE-SAC)	30	TON	\$250.00	\$7,500.00	\$235.00	\$7,050.00
9	ADJUST VALVE BOX	22	EACH	\$50.00	\$1,100.00	\$300.00	\$6,600.00
10	ADJUST FRAME & RING CASTING	46	EACH	\$150.00	\$6,900.00	\$750.00	\$34,500.00
11	TRAFFIC CONTROL	1.00	LUMP SUM	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
12	4" BROKEN LINE PAINT (YELLOW) (P)	2250	LIN FT	\$0.25	\$562.50	\$0.29	\$652.50
13	4" DOUBLE SOLID LINE PAINT (YELLOW) (P)	3870	LIN FT	\$0.50	\$1,935.00	\$0.59	\$2,283.30
BID ALTERNATE							
A1	MOBILIZATION	1.00	LUMP SUM	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
A2	PAVEMENT MARKING REMOVAL	360	SQ FT	\$3.50	\$1,260.00	\$2.20	\$792.00
A3	BITUMINOUS MATERIAL FOR MICRO-SURFACING	9600	GALLON	\$4.50	\$43,200.00	\$4.03	\$38,688.00
A4	BITUMINOUS MATERIAL FOR MICRO-SURFACING (CUL-DE-SAC)	700	GALLON	\$7.00	\$4,900.00	\$4.03	\$2,821.00
A5	MICRO-SURFACING SCRATCH COURSE (MNDOT TYPE 2 AGGREGATE)	140	TON	\$220.00	\$30,800.00	\$185.00	\$25,900.00
A6	MICRO-SURFACING SCRATCH COURSE (MNDOT TYPE 2 AGGREGATE) (CUL-DE-SAC)	10	TON	\$250.00	\$2,500.00	\$235.00	\$2,350.00
A7	MICRO-SURFACING SURFACE COURSE (MNDOT TYPE 2 AGGREGATE)	160	TON	\$220.00	\$35,200.00	\$185.00	\$29,600.00
A8	MICRO-SURFACING SURFACE COURSE (MNDOT TYPE 2 AGGREGATE) (CUL-DE-SAC)	10	TON	\$250.00	\$2,500.00	\$235.00	\$2,350.00
A9	ADJUST VALVE BOX	11	EACH	\$50.00	\$550.00	\$300.00	\$3,300.00
A10	ADJUST FRAME & RING CASTING	22	EACH	\$150.00	\$3,300.00	\$750.00	\$16,500.00
A11	TRAFFIC CONTROL	1.00	LUMP SUM	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
A12	4" BROKEN LINE PAINT (YELLOW) (P)	900	LIN FT	\$0.25	\$225.00	\$0.29	\$261.00
A13	4" DOUBLE SOLID LINE PAINT (YELLOW) (P)	2450	LIN FT	\$0.50	\$1,225.00	\$0.59	\$1,445.50
BASE BID:					\$286,723.00		\$306,774.40
BID ALT:					\$135,660.00		\$142,007.50
TOTAL:					\$422,383.00		\$448,781.90

CITY OF BAXTER

CONSTRUCTION PLANS FOR

2022 MICROSURFACING PROJECT

BASE BID: FAIRVIEW ROAD, NORWAY DRIVE, MEREDITH DRIVE, LANCER DRIVE, LANCER PLACE, SHADOWWOOD DRIVE, HONEYSUCKLE WAY, MICHELLE CIRCLE
 BID ALTERNATE: TRAVINE DRIVE, PAPER BIRCH DRIVE, DEERWOOD ROAD
 2022

SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.02	TITLE SHEET, LEGEND, GENERAL NOTES
G1.01	STATEMENT OF ESTIMATED QUANTITIES
CIVIL	
C1.01	DETAILS, TYPICAL SECTIONS
C6.01 - C6.21	STREET PLAN
C7.01	TRAFFIC CONTROL
THIS PLAN SET CONTAINS <u>24</u> SHEETS.	

RESOURCE LIST

CITY OF BAXTER

City Hall
 13190 Memorywood Dr.
 Baxter, MN 56425

City Administrator:
 Brad Chapulis

Mayor: Darrel Olson

City Council Members:
 John Ward
 Connie Lyscio
 Mark Cross
 Zach Tabatt

City Engineer / Public Works Director:
 Trevor Walter, P.E.

Project Engineer:
 (Consultant)
 Bryan Drown, P.E.
 Bolton & Menk, Inc.
 7656 Design Road, Suite 200
 Baxter, MN 56425

UTILITIES

GAS
 Centerpoint Energy
 Excel Energy

TELEPHONE
 Charter Communications
 Consolidated Telephone
 Centurylink

CABLE
 Charter Communications
 Savage Communications

ELECTRIC
 Crow Wing Power
 MnDOT

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

PROJECT LOCATION



MAP LEGEND

- BASE BID
- BID ALTERNATE
- STAGING AREA



MAP OF THE CITY OF BAXTER
 CROW WING COUNTY, MN

REVIEWED & APPROVED _____ DATE: _____
 TREVOR WALTER, P.E.
 PUBLIC WORKS DIRECTOR / CITY ENGINEER
 LIC. NO. 28863

RECORD DRAWING INFORMATION	
OBSERVER:	
CONTRACTOR:	
DATE:	

© Bolton & Menk, Inc. 2022. All Rights Reserved. H:\BAXT\081126755\CADD\CSD11267556001.dwg 4/21/2022 3:58:22 PM



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.
Bryan G. Drown
 Bryan G. Drown, PE
 LIC. NO. 43914 DATE 04/22/2022



7656 DESIGN ROAD, SUITE 200
 BAXTER, MINNESOTA 56425
 Phone: (218) 825-0684
 Email: Baxter@bolton-menk.com
 www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
ADM			
DRAWN			
MOE			
CHECKED			
BGD			
CLIENT PROJ. NO.			
081.126755			

CITY OF BAXTER, MINNESOTA
 2022 MICROSURFACING PROJECT
 TITLE SHEET



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Quiet Zone Assessment Project Monthly Update

Approval Required: No Action Required

BACKGROUND

The City has been working toward the goal of implementing a railroad quiet zone (no whistles) within the City for multiple years. The process takes close coordination with BNSF Railway Company. The next step is to perform what the industry calls a Quiet Zone Assessment. In August, the City hired SEH to assist with this study. Tasks include data gathering, field assessments, and group site meetings with SEH, City, BNSF, Federal Railroad Administration (FRA), MnDOT, and County officials participating. In order for BNSF to participate, they required execution of a Preliminary Engineering Services Agreement. Said agreement was approved by the City Council on September 21, 2021

05/26/2022 Project Update – Scott Hedlund, SEH

We intend to bring our findings to the Utilities Commission and City Council in June.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

Click or tap here to enter text.

COUNCIL ACTION REQUESTED

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ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Water Treatment Plant Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

On March 16, 2021, the City retained the services of SEH to design a reconstruction of the City's existing water treatment plant filter (WTP) underdrain system. The project was necessary because the old filter underdrain system became fouled with filter media, resulting in physical failure of the underdrain system in all four (4) of the WTP filter cells. Through extensive investigation, it was determined that the existing underdrain system could not be salvaged and needed to be replaced with a new system.

Work Complete Since Last Update:

- Biweekly construction progress meetings continue to be held on site at the WTP.
- The plant continues to produce water for customers.
- Hach DO Sensor start-up and operator training.
- Thul concrete crack injected the Filter Wall leaks.
- Fresh Blast applied second coat to the floor of the Filter Room and coated the WTP hallway, post crack injection (except for the remaining leak location) and have begun coating of the walls and floors in the Filter Face Pipe Gallery.
- Fresh Blast has been completing paint touch ups:
 - Water heater vents, condensate drain, and pipe insulation.
 - MAU-2 duct inlet.
 - Behind exit/emergency lights.
 - New air scour valve.
 - MAU-4 ductwork and equipment pads.
- NPC, Holden, Fresh Blast, City staff, and SEH worked on punch list items including, but not limited to, paint touch ups, weather stripping, drawings, and labelling.
- Vessco training on pneumatic and electrical actuators.
- NPC, SEH, and City staff verified the troughs in all four (4) filters are level.
- NPC has cleaned exterior grounds and seeded the areas requested by the City.
- Exterior Filter Room door was repaired by NPC.
- O&M manuals have been reviewed by SEH upon receiving them from NPC. Upon final approval, hard copies have been brought to the plant and electronic copies have been shared with the City.
- SEH and City staff have worked together to re-set filter inlet weir elevations to more evenly split influent flow to each filter in order to even out filter run times between the filters.

Work Scheduled:

- Punch list completion.

Project Schedule Changes: None. The project has reached substantial completion and final completion is schedule for June 3, 2022.

Project Budget Update:

- Project Budget (amended at February 15, 2022 City Council Meeting): \$2,195,360
 - Construction Contract: \$1,598,000 (including \$50,000 Owner's Allowance)
 - Contingency: \$319,600
 - Engineering: \$185,050
 - SEH: \$176,050
 - AE2S: \$9,000
 - Soft Costs: \$79,900
 - LMCIT Required Full-Time Inspection (after 7/15/2021): \$12,810 LMCIT (included in SEH Amendment No. 2)
- Contingency Items
 - Engineering Amendments:
 - SEH Amendment No. 1: \$100
 - SEH Amendment No. 2: \$26,723.64 (not including \$12,810 LMCIT above)
 - AE2S: \$49,475
 - Change Order No. 1: \$208,194.54
 - Change Order No. 2: \$49,163.19
 - Change Order No. 3: \$27,276.40
 - Change Order No. 4 (in progress):
 - Crack Injection Time & Materials Overage: \$483.28
 - Detention Basin Coatings Removal: \$1,689.96
 - Backwash Orifice Plate Relocation \$8,666.99
 - Filter Face Room Coatings: \$18,338.84
 - Unused Owner's Allowance Adjustment: (\$47,449.64)
 - Outstanding Changes:
 - SEH Fee Amendment No. 3: \$25,000
 - Misc. Costs: \$1,015.25
- Contingency Remaining (estimated): (\$49,324.94)
- Estimated Total Budget Remaining: (\$49,324.94)

FINANCIAL IMPLICATIONS

Click or tap here to enter text.

STAFF RECOMMENDATIONS

Click or tap here to enter text.

COUNCIL ACTION REQUESTED

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ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Northern Plains Contracting Inc. Change Order No. 4 in the deduct amount of \$18,270.57 for the Water Treatment Plant Improvements Project

Approval Required: Simple Majority Vote

BACKGROUND

The Council awarded the construction contract for the Water Treatment Plant Improvements Project to Northern Plains Contracting Inc. for the lump sum price of \$1,598,000.00. The notice to proceed was issued on August 23, 2021 and the Contractor began work on September 7, 2021. Change Order No. 1 was approved in the amount of \$208,194.54 by the City Council on December 21, 2021. Change Order No. 2 was approved in the amount of \$49,163.19 by the City Council on March 15, 2022. Change Order No. 3 was approved in the amount of \$27,276.40 by the City Council on March 22, 2022.

In accordance with the 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. 3 includes the following items:

- Change Order Request #11, Revision 1 – Crack Injection: Injection of urethane crack sealing material into multiple locations on the south wall of Filter 1 to repair leaks in the filter wall where water seeps into the hallway. Thul Specialty Contracting submitted a time and materials quote to seal the cracks for \$7,086.71. The quote was submitted under the assumption that the cracks will be able to be sealed in one working day. A separate invoice was submitted to account for \$438.28 of time and materials it took to complete the work above what was proposed. This work is complete.
- Change Order Request #15 – Detention Basin Coatings Removal: Removal of loose and flaking coatings on the floor and walls of the detention basin, to avoid coatings entering the filter cells. The total additional cost to remove the loose coatings is \$1,689.96. This work is complete.
- Change Order Request #16 – Backwash Orifice Plate Relocation: Removal of the high-rate backwash supply orifice plate from its existing location and re-installation of the orifice plate on the distribution system connection to the backwash supply piping, downstream of the pressure reducing valve. The purpose of this work is to improve the high-rate backwash flow rate that can be achieved from the City's backwash pump. The total additional cost of relocating the orifice plate is \$8,666.99. This work is complete.
- Change Order Request #17 – Filter Face Room Coatings: Preparation of the concrete/masonry and the steel decking and conducting adhesion test to the existing and first coat of paint. Recoating the Pipe Room walls, ceilings, and floor. The total additional cost of the coatings is \$18,338.84. This work is ongoing.

Change Order No. 4 will not modify the completion dates of the project beyond the modifications made in Change Order No. 3.

FINANCIAL IMPLICATIONS

The total of all Change Order No. 4 items in the deduct amount \$18,270.57. Additional details are included in the Change Order No. 4 document. Change Order No. 4 decreases the total contract price from \$1,882,634.13 to \$1,864,363.565. The Change Order and outstanding items result in an overrun of the project contingencies by \$49,324.94. When the estimated outstanding items are included, the budget breaks down as follows.

Project Budget Update:

- Project Budget (amended at February 15, 2022 City Council Meeting): \$2,195,360
 - Construction Contract: \$1,598,000 (including \$50,000 Owner's Allowance)
 - Contingency: \$319,600
 - Engineering: \$185,050
 - SEH: \$176,050
 - AE2S: \$9,000
 - Soft Costs: \$79,900
 - LMCIT Required Full-Time Inspection (after 7/15/2021): \$12,810 LMCIT (included in SEH Amendment No. 2)
- Contingency Items
 - Engineering Amendments:
 - SEH Amendment No. 1: \$100
 - SEH Amendment No. 2: \$26,723.64 (not including \$12,810 LMCIT above)
 - AE2S: \$49,475
 - Change Order No. 1: \$208,194.54
 - Change Order No. 2: \$49,163.19
 - Change Order No. 3: \$27,276.40
 - Change Order No. 4 (in progress):
 - Crack Injection Time & Materials Overage: \$483.28
 - Detention Basin Coatings Removal: \$1,689.96
 - Backwash Orifice Plate Relocation \$8,666.99
 - Filter Face Room Coatings: \$18,338.84
 - Unused Owner's Allowance Adjustment: (\$47,449.64)
 - Outstanding Changes:
 - SEH Fee Amendment No. 3: \$25,000
 - Misc. Costs: \$1,015.25
- Contingency Remaining (estimated): (\$49,324.94)
- Estimated Total Budget Remaining: (\$49,324.94)

STAFF RECOMMENDATIONS

Staff recommends approval of the Northern Plains Contracting, Inc. Change Order No. 4 in the deduct amount of \$18,270.57 for additions to the Water Treatment Plant Improvements Project.

COUNCIL ACTION REQUESTED

MOTION to: Approve the Northern Plains Contracting, Inc. Change Order No. 4 in the deduct amount of \$18,270.57 for the Water Treatment Plant Improvements Project.

CHANGE ORDER NO.: 4

Owner: City of Baxter Owner's Project No.: 6021
 Engineer: SEH Engineer's Project No.: BAXTE159983
 Contractor: Northern Plains Contracting Contractor's Project No.: --
 Project: Water Treatment Plant Improvements Project
 Contract Name: Water Treatment Plant Improvements Project
 Date Issued: 5/26/2022 Effective Date of Change Order: 6/21/2022

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

Description:

- Change Order Request #11 Revision – Crack Injection Adjustment
 - Injection of urethane crack sealing material into multiple locations on the south wall of Filter 1 to repair leaks in the filter wall where water seeps into the hallway. This Change Order Request is an adjusted time and materials cost for the final work, as noted in the previous Change Order #3. Change Order 4 includes a cost increase of \$483.28, which is the difference between the final cost of \$7,569.99 and \$7,086.71 which was approved in Change Order 3.
- Change Order Request #15 – Detention Basin Coatings Removal
 - Removal of loose coatings along the walls and floors within the detention basin until the coatings that remained adhered to the walls and floor.
- Proposal Request #9 / Change Order Request #16 – Backwash Supply Orifice Plate Relocation
 - Removal of the existing orifice plate in the backwash supply piping in the high service pump room and installing a single, thickened gasket, to replace the orifice plate to allow the high-rate backwash flow rate to be increased.
 - Reinstallation of the orifice plate between the existing tee and reducer on the distribution system connection piping.
 - Touch up painting of pipe/fitting coatings.
- Change Order Request #17 – Filter Face Piping Room Coatings
 - Coating of the filter face room walls, stairwell walls, stairwell ceiling, pipe room ceiling, and pipe room floor.
- Owner's Allowance Adjustment
 - Reducing the contract value for the Owner's allowance to match the actual cost of the work performed under the allowance. The Owner's allowance will be reduced from \$50,000 to \$2,550.36. To document this, Pay Application 9 pays the initial Owner's Allowance pay item in full and includes a new line item with Change Order 4 in the amount of -\$47,449.64.

Attachments:

- Change Order Request #11 Revision – Crack Injection Adjustment
- Change Order Request #15 – Detention Basin Coatings Removal
- Proposal Request #9/Change Order Request #16 – Backwash Supply Orifice Plate Relocation
- Change Order Request #17 – Filter Face Room Coatings

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,598,000.00</u>	Original Contract Times: Substantial Completion: <u>February 11, 2022</u> Ready for final payment: <u>February 25, 2022</u>
Increase from previously approved Change Orders: \$ <u>284,634.13</u>	Increase from previously approved Change Orders: Substantial Completion: <u>77 days</u> Ready for final payment: <u>98 days</u>
Contract Price prior to this Change Order: \$ <u>1,882,634.13</u>	Contract Times prior to this Change Order: Substantial Completion: <u>April 29, 2022</u> Ready for final payment: <u>June 3, 2022</u>
Decrease this Change Order: \$ <u>(\$18,270.57)</u>	Increase this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>1,864,363.56</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>April 29, 2022</u> Ready for final payment: <u>June 3, 2022</u>

Recommended by Engineer:
By: *Kevin Young*
Title: Project Manager
Date: 5/26/2022

Accepted by Contractor
Wade DeVlieger
Project Manager -NPC
5/26/2022

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

Accepted by City Council (Authorized Signature)

Accepted by Owner (Authorized Signature)
By: _____
Title: _____
Date: _____



329 US HWY 75
 P.O. Box 10
 WOLVERTON, MN 56594
 Phone: 218-995-2012
 Fax: 218-995-2014
 www.northernplainscontracting.com

Project: Water Treatment Plant Improvements Baxter, Minnesota
Date: 5/21/2022
CO Description: Crack Injection

Change Order No. CO 11 rev 1

Labor

Description	Quantity	Unit	Unit Price	Total
Project Manager (1/2 hour minimum)	2	Whr	\$ 80.00	\$ 160.00
Superintendent	4	Whr	\$ 70.00	\$ 280.00
Crew Member	0	Whr	\$ 60.00	\$ -
		Whr	\$ 60.00	\$ -
		Whr	\$ 60.00	\$ -
Labor Total				\$ 440.00

Material

Description	Quantity	Unit	Unit Price	Total
		EA	\$ -	\$ -
		EA	\$ -	\$ -
		EA	\$ -	\$ -
				\$ -
				\$ -
Consumables \$4/hr	0	EA	\$ 4.00	\$ -
Material Tax				\$ -
Material Total				\$ -

Subcontracts

Description	Quantity	Unit	Unit Price	Total
thul	1	EA	\$ 6,586.25	\$ 6,586.25
	0	EA	\$ -	\$ -
	0	EA	\$ -	\$ -
Subcontract Total				\$ 6,586.25

Supplemental & Equipment Costs

Description	Quantity	Unit	Unit Price	Total
	0	LS		\$ -
Equipment Total				\$ -

Additional Notes

Cost Summary	
Labor	\$ 440.00
Material	\$ -
Subcontracts	\$ 6,586.25
Equipment	\$ -
Sub-Total	\$ 7,026.25
Margin @ 15%	\$ 66.00
Sub - Margin @ 5%	\$ 329.31
Sub-Total	\$ 7,421.56
Bond & Insurance @: 2.00%	\$ 148.43
Total Cost (addition)	\$ 7,569.99

Thul Specialty Contracting, Inc.

P.O Box 322
Elk River, MN 55330
Phone 763.576.8790
Fax 763.576.8799

Item 12.
Invoice

Date	Invoice #
5/10/2022	3023

Customer:
Northern Plains Contracting, Inc. PO Box 10 Wolverton, MN 56594

Project:
Baxter, MN Seal Leaks WTF

Job Number	P.O. Number	Terms
	Wade DeVlieger	Net 30

Description	Quantity	Unit Price	Amount
Mobilization	1	2,100.00	2,100.00T
Crew Hours on Site	10.25	395.00	4,048.75T
Gallons Urethane Grout Injected	2.5	175.00	437.50T

THANK YOU
for choosing Thul Specialty Contracting, Inc.
Please contact Bob or Ryan Thul with questions regarding this invoice.

Subtotal	\$6,586.25
Sales Tax (0.0%)	\$0.00
Total	\$6,586.25
Balance Due	\$6,586.25

www.thulspecialtycontracting.com



329 US HWY 75
P.O. Box 10
WOLVERTON, MN 56594
Phone: 218-995-2012
Fax: 218-995-2014
www.northernplainscontracting.com

Project: Water Treatment Plant Improvements Baxter, Minnesota
Date: 3/23/2022
CO Description: Cleaning Basin

Change Order No. CO 15

Labor

Description	Quantity	Unit	Unit Price	Total
Project Manager (1/2 hour minimum)	1	Whr	\$ 80.00	\$ 80.00
Superintendent	1	Whr	\$ 70.00	\$ 70.00
Crew Member (2crewman x 2 half days)	20	Whr	\$ 60.00	\$ 1,200.00
		Whr	\$ 60.00	\$ -
		Whr	\$ 60.00	\$ -
Labor Total				\$ 1,350.00

Material

Description	Quantity	Unit	Unit Price	Total
	0	EA	\$ -	\$ -
		EA	\$ -	\$ -
		EA	\$ -	\$ -
		LS	\$ -	\$ -
Consumables \$4/hr	21	EA	\$ 4.00	\$ 84.00
Material Tax				\$ 6.72
Material Total				\$ 90.72

Subcontracts

Description	Quantity	Unit	Unit Price	Total
	0	EA	\$ -	\$ -
	0	EA	\$ -	\$ -
	0	EA	\$ -	\$ -
	0	EA	\$ -	\$ -
Subcontract Total				\$ -

Supplemental & Equipment Costs

Description	Quantity	Unit	Unit Price	Total
	0	0	\$ -	\$ -
Equipment Total				\$ -

Additional Notes

Cost Summary			
Labor		\$	1,350.00
Material		\$	90.72
Subcontracts		\$	-
Equipment		\$	-
Sub-Total		\$	1,440.72
Margin @	15%	\$	216.11
Sub - Margin @	5%	\$	-
Sub-Total		\$	1,656.83
Bond & Insurance @:	2.00%	\$	33.14
Total Cost (addition)		\$	1,689.96



329 US HWY 75
P.O. Box 10
WOLVERTON, MN 56594
Phone: 218-995-2012
Fax: 218-995-2014
www.northernplainscontracting.com

Project: Water Treatment Plant Improvements Baxter, Minnesota

Date: 5/2/2022

CO Description: RP 9 - Orifice plate relocate

Change Order No. CO 16

Labor

Description	Quantity	Unit	Unit Price	Total
Project Manager (1/2 hour minimum)	3	Whr	\$ 80.00	\$ 240.00
Superintendent	12	Whr	\$ 70.00	\$ 840.00
Crew Member (4crewman x 12 hr)	48	Whr	\$ 60.00	\$ 2,880.00
		Whr	\$ 60.00	\$ -
		Whr	\$ 60.00	\$ -
Labor Total				\$ 3,960.00

Material

Description	Quantity	Unit	Unit Price	Total
Core and Main	1	EA	\$ 1,958.59	\$ 1,958.59
		EA	\$ -	\$ -
		EA	\$ -	\$ -
				\$ -
Frieght	1	LS	\$ 200.00	\$ 200.00
Consumables \$4/hr	60	EA	\$ 4.00	\$ 240.00
Material Tax				\$ 191.89
Material Total				\$ 2,590.48

Subcontracts

Description	Quantity	Unit	Unit Price	Total
Fresh Blast	1	EA	\$ 480.00	\$ 480.00
	0	EA	\$ -	\$ -
	0	EA	\$ -	\$ -
	0	EA	\$ -	\$ -
Subcontract Total				\$ 480.00

Supplemental & Equipment Costs

Description	Quantity	Unit	Unit Price	Total
UNIC Crane	1	1	\$ 400.00	\$ 400.00
Equipment Total				\$ 400.00

Additional Notes

Cost Summary			
Labor		\$	3,960.00
Material		\$	2,590.48
Subcontracts		\$	480.00
Equipment		\$	400.00
Sub-Total		\$	7,430.48
Margin @	15%	\$	1,042.57
Sub - Margin @	5%	\$	24.00
Sub-Total		\$	8,497.05
Bond & Insurance @:	2.00%	\$	169.94
Total Cost (addition)		\$	8,666.99



Bid Proposal for Baxter, MN - WTP Improvements - Adder 4/26/22

NORTHERN PLAINS CONTRACTING

Job Location: Baxter, MN

Bid Date: 04/26/2022

Core & Main 2315936

Core & Main

3028 37th Avenue SE

St Cloud, MN 56304

Phone: 320-258-3010

Fax: 320-258-3013

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10	1	10" MEGAFLANGE	EA	442.29	442.29
20	1	10 X 2-1/2" FILLER FLG UNL/RPX	EA	1,243.85	1,243.85
30	2	10" SEAL-TITE FLANGE GASKET	EA	16.79	33.58
40	1	18 X 1/4" FF GASKET 150#, EPDM	EA	40.19	40.19
50	1	18 X 3/8" FF GASKET 150#, EPDM	EA	133.76	133.76
60	12	7/8" X 6" HEX BOLT- ZINC	EA	4.87	58.44
70	12	7/8" HEX NUTS ZINC	EA	0.54	6.48
				Sub Total	1,958.59
				Tax	0.00
				Total	1,958.59

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Wade DeVlieger

From: Ryan Gallagan <rgallagan@freshblast.com>
Sent: Friday, April 29, 2022 3:35 PM
To: Wade DeVlieger
Subject: RE: orifice plate change order

Wade,

For this one it would be \$480.00 for the touch-ups and two new valves. Again this one is probably earliest date June 20th or 27th that I could get there to complete this with the other change for PR #9. If its done before the 16th of May I could get it done the week of the 16th of May.

Thank you,

Ryan

From: Wade DeVlieger <waded@northernplainscontracting.com>
Sent: Wednesday, April 27, 2022 8:00 AM
To: Ryan Gallagan <rgallagan@freshblast.com>
Cc: Mark Diede <markd@northernplainscontracting.com>
Subject: orifice plate change order

Ryan – In the backwash pump room, there is an orifice plate in the piping system that they would like changed out.

To do so we would have to break apart and need touched up.

5ea – 18" Flanged existing
 2ea – 10" flanges existing
 1ea – new flange adapter
 1ea – new 10" x 2 ½" filler flange piece

This is where you coated the new valve and have the remaining air relief valve pvc line to coat.

If you could send me a price, if you need a picture – Mark is on site and can send you one.

Thank You,

Wade DeVlieger
 Estimator/Project Manager
waded@northernplainscontracting.com
 PHONE: 218-995-2012
 FAX: 218-995-2014
 MOBILE: 701-261-4630
www.NorthernPlainsCONTRACTING.com





329 US HWY 75
P.O. Box 10
WOLVERTON, MN 56594
Phone: 218-995-2012
Fax: 218-995-2014
www.northernplainscontracting.com

Project: Water Treatment Plant Improvements Baxter, Minnesota
Date: 5/5/2022
CO Description: RP 8 - Filter Face Room Coatings

Change Order No. CO 17

Labor

Description	Quantity	Unit	Unit Price	Total
Project Manager (1/2 hour minimum)	1.5	Whr	\$ 80.00	\$ 120.00
Superintendent	10	Whr	\$ 70.00	\$ 700.00
Crew Member	0	Whr	\$ 60.00	\$ -
		Whr	\$ 60.00	\$ -
		Whr	\$ 60.00	\$ -
Labor Total				\$ 820.00

Material

Description	Quantity	Unit	Unit Price	Total
	0	EA	\$ -	\$ -
		EA	\$ -	\$ -
		EA	\$ -	\$ -
				\$ -
		LS	\$ -	\$ -
Consumables \$4/hr	0	EA	\$ 4.00	\$ -
Material Tax				\$ -
Material Total				\$ -

Subcontracts

Description	Quantity	Unit	Unit Price	Total
Fresh Blast	1	EA	\$ 16,225.00	\$ 16,225.00
	0	EA	\$ -	\$ -
	0	EA	\$ -	\$ -
	0	EA	\$ -	\$ -
Subcontract Total				\$ 16,225.00

Supplemental & Equipment Costs

Description	Quantity	Unit	Unit Price	Total
	0	0	\$ -	\$ -
Equipment Total				\$ -

Additional Notes

Cost Summary	
Labor	\$ 820.00
Material	\$ -
Subcontracts	\$ 16,225.00
Equipment	\$ -
Sub-Total	\$ 17,045.00
Margin @ 15%	\$ 123.00
Sub - Margin @ 5%	\$ 811.25
Sub-Total	\$ 17,979.25
Bond & Insurance @: 2.00%	\$ 359.59
Total Cost (addition)	\$ 18,338.84



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Northern Plains Contracting Inc. Partial Pay Estimate No. 9 in the amount of \$132,134.10 for the Water Treatment Plant Improvements Project.

Approval Required: Simple Majority Vote

BACKGROUND

The Council awarded the construction contract for the Water Treatment Plant Improvements Project to Northern Plains Contracting Inc. for the lump sum price of \$1,598,000.00. The notice to proceed was issued on August 23, 2021 and the Contractor began work on September 7, 2021. At the December 8, 2021 Utilities Commission meeting, Change Order 1 was approved in the amount of \$208,194.54, adjusting the contract value to \$1,806,194.54. At the March 15, 2022 City Council meeting, Change Order 2 was approved in the amount of \$49,163.19, adjusting the contract value to \$1,855,357.73. Change Order 3 was approved at the March 22, 2022 City Council meeting in the amount of \$27,276.40, adjusting the contract value to \$1,882,634.13. Change Order 4 is being brought forth at this meeting in the amount of -\$18,270.57 and will decrease the contract value to \$1,864,363.56.

The contract includes the following:

- Filter Demolition and Reconstruction
- Process Valve Replacements
- Magnetic Flowmeter Replacements
- Ladder Replacement
- Process Piping
- Architectural and process coatings, including recoating the filter face piping wall and interior filter walls as part of Change Order 1.
- Electrical lighting and process connection improvements, as well as installing VFDs for the wells and dissolved oxygen sensors on the filter effluent as part of Change Orders 1 and 2.
- Mechanical (HVAC) improvements, as well as gas line expansions and ductwork changes for the exhaust fan as part of Change Order 2.
- MicroChlor Vent re-route as part of Change Order 2.
- Filter Wall crack injection and floor and wall coatings as part of Change Order 3.
- Sludge Flowmeter replacement as part of Change Order 3.
- Floor and wall coatings, orifice plate relocation, and Owner's Allowance adjustment as part of Change Order 4.

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

Partial Pay Estimate No. 9 is presented in the amount \$132,134.10. The payment includes the cost of work completed through May 31, 2022.

FINANCIAL IMPLICATIONS

The Contractor has earned \$1,864,363.56 to date which represents 100% of the contract value. The Contractor has provided the Consent of Surety to Final Payment and has completed most punch list items. As a result, Partial Pay Estimate No. 9 also includes reducing the retainage value to 1.25% of the amount earned which results in \$1,841,059.02 being eligible for payment to date. The City previously paid \$1,708,924.92 requested by Pay Applications 1 through 8, leaving \$132,134.10 requested in Pay Application 9.

- Project Budget (amended at February 15, 2022 City Council Meeting): \$2,195,360
 - Construction Contract: \$1,598,000 (including \$50,000 Owner's Allowance)
 - Contingency: \$319,600
 - Engineering: \$185,050
 - SEH: \$176,050
 - AE2S: \$9,000
 - Soft Costs: \$79,900
 - LMCIT Required Full-Time Inspection (after 7/15/2021): \$12,810 LMCIT (included in SEH Amendment No. 2)
- Contingency Items
 - Engineering Amendments:
 - SEH Amendment No. 1: \$100
 - SEH Amendment No. 2: \$26,723.64 (not including \$12,810 LMCIT above)
 - AE2S: \$49,475
 - Change Order No. 1: \$208,194.54
 - Change Order No. 2: \$49,163.19
 - Change Order No. 3: \$27,276.40
 - Change Order No. 4 (in progress):
 - Crack Injection Time & Materials Overage: \$483.28
 - Detention Basin Coatings Removal: \$1,689.96
 - Backwash Orifice Plate Relocation \$8,666.99
 - Filter Face Room Coatings: \$18,338.84
 - Unused Owner's Allowance Adjustment: (\$47,449.64)
 - Outstanding Changes:
 - SEH Fee Amendment No. 3: \$25,000
 - Misc. Costs: \$1,015.25
- Contingency Remaining (estimated): (\$49,324.94)
- Estimated Total Budget Remaining: (\$49,324.94)

STAFF RECOMMENDATIONS

Staff recommends approval of the Northern Plains Contracting Inc. Partial Pay Estimate No. 9 in the amount of \$132,134.10 for the Water Treatment Plant Improvements Project.

COUNCIL ACTION REQUESTED

MOTION to: Approve the Northern Plains Contracting Inc. Partial Pay Estimate No. 9 in the amount of \$132,134.10 for the Water Treatment Plant Improvements Project.

APPLICATION FOR PAYMENT NO. 9

PROJECT NO. BAXTE 159983
 CITY NO. 6021
 OWNER CITY OF BAXTER
 CONTRACTOR NORTHERN PLAINS CONTRACTING, INC.

CONTRACT FOR: WATER TREATMENT PLANT IMPROVEMENTS
 AGREEMENT DATE: 7/15/2021
 FOR WORK ACCOMPLISHED THROUGH: 5/31/2022

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
GENERAL									
1	GENERAL CONDITIONS	LS	\$48,000.00	1.00	\$48,000.00	0.00	\$0.00	1.00	\$48,000.00
2	MOBILIZATION	LS	\$8,000.00	1.00	\$8,000.00	0.00	\$0.00	1.00	\$8,000.00
3	BOND	LS	\$20,200.00	1.00	\$20,200.00	0.00	\$0.00	1.00	\$20,200.00
FILTERS									
4	DEMO	LS	\$76,000.00	1.00	\$76,000.00	0.00	\$0.00	1.00	\$76,000.00
5	REMOVE CLEARWELL (1 CY) / DETTANK DEBRIS (1/2 CY)	LS	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00
6	TREATMENT RESOURCES SCOPE	LS	\$325,000.00	1.00	\$325,000.00	0.00	\$0.00	1.00	\$325,000.00
7	MEDIA INSTALL	LS	\$23,000.00	1.00	\$23,000.00	0.00	\$0.00	1.00	\$23,000.00
8	DISINFECTION	LS	\$4,700.00	1.00	\$4,700.00	0.00	\$0.00	1.00	\$4,700.00
9	SUBMITTALS	LS	\$62,700.00	1.00	\$62,700.00	0.00	\$0.00	1.00	\$62,700.00
10	GRC PANELS/REINFORCING/READY MIX	LS	\$86,000.00	1.00	\$86,000.00	0.00	\$0.00	1.00	\$86,000.00
11	PVC PIPING FOR POSTS	LS	\$17,000.00	1.00	\$17,000.00	0.00	\$0.00	1.00	\$17,000.00
12	SHIMS, MASTIC GUNS, MASTIC TUBES	LS	\$5,700.00	1.00	\$5,700.00	0.00	\$0.00	1.00	\$5,700.00
13	NOZZLE SETS W/TORQUE&MARKING TOOLS	LS	\$61,000.00	1.00	\$61,000.00	0.00	\$0.00	1.00	\$61,000.00
14	ANGLE IRON W/ANCHORS	LS	\$17,500.00	1.00	\$17,500.00	0.00	\$0.00	1.00	\$17,500.00
15	AIR MANIFOLDS	LS	\$133,000.00	1.00	\$133,000.00	0.00	\$0.00	1.00	\$133,000.00
16	EDUCATIONAL MOCK-UP	LS	\$9,145.00	1.00	\$9,145.00	0.00	\$0.00	1.00	\$9,145.00
17	STARTUP & TRAINING	LS	\$36,000.00	1.00	\$36,000.00	0.09	\$3,369.94	1.00	\$36,000.00
18	FINAL O&MS/FINAL ACCEPTANCE	LS	\$5,600.00	1.00	\$5,600.00	1.00	\$5,600.00	1.00	\$5,600.00
19	FREIGHT	LS	\$12,200.00	1.00	\$12,200.00	0.00	\$0.00	1.00	\$12,200.00
PROCESS VALVES									
20	FV0661 (24" FW BFV) - M&L	LS	\$7,000.00	1.00	\$7,000.00	0.00	\$0.00	1.00	\$7,000.00
21	FV0210 (16" AERATOR 1 BFV) - M&L	LS	\$1,425.00	1.00	\$1,425.00	0.00	\$0.00	1.00	\$1,425.00
22	FV0220 (16" AERATOR 2 BFV) - M&L	LS	\$1,425.00	1.00	\$1,425.00	0.00	\$0.00	1.00	\$1,425.00
23	12" RIGHT ANGLE PRV - M&L	LS	\$16,989.50	1.00	\$16,989.50	0.00	\$0.00	1.00	\$16,989.50
24	FV-0732 (1" ARV) - M&L	LS	\$610.00	1.00	\$610.00	0.00	\$0.00	1.00	\$610.00
25	14" DUCKBILL - M&L	LS	\$2,490.00	1.00	\$2,490.00	0.00	\$0.00	1.00	\$2,490.00
26	16" DUCKBILL - M&L	LS	\$3,041.00	1.00	\$3,041.00	0.00	\$0.00	1.00	\$3,041.00
27	FILTER FUNCTION VALVES (MATERIAL)	LS	\$144,369.50	1.00	\$144,369.50	0.00	\$0.00	1.00	\$144,369.50
28	FILTER FUNCTION VALVES (LABOR)	LS	\$19,800.00	1.00	\$19,800.00	0.00	\$0.00	1.00	\$19,800.00
29	MAG METERS	LS	\$27,200.00	1.00	\$27,200.00	0.00	\$0.00	1.00	\$27,200.00
30	LADDERS - FRP - NEW MATERIAL AND INSTALL	LS	\$17,700.00	1.00	\$17,700.00	0.00	\$0.00	1.00	\$17,700.00
31	LADDERS - EXISTING - DEMO	LS	\$1,800.00	1.00	\$1,800.00	0.00	\$0.00	1.00	\$1,800.00
PROCESS PIPING - EXTERIOR OF FILTER									
32	MEDIA REMOVAL PIPE - M&L	LS	\$3,550.00	1.00	\$3,550.00	0.00	\$0.00	1.00	\$3,550.00
33	UNDERDRAIN ACCESS HATCHES - M&L	LS	\$12,219.00	1.00	\$12,219.00	0.00	\$0.00	1.00	\$12,219.00
34	FILTER FACE PIPING - MATERIAL	LS	\$47,331.00	1.00	\$47,331.00	0.00	\$0.00	1.00	\$47,331.00

APPLICATION FOR PAYMENT NO. 9

PROJECT NO. BAXTE 159983
 CITY NO. 6021
 OWNER CITY OF BAXTER
 CONTRACTOR NORTHERN PLAINS CONTRACTING, INC.

CONTRACT FOR: WATER TREATMENT PLANT IMPROVEMENTS
 AGREEMENT DATE: 7/15/2021
 FOR WORK ACCOMPLISHED THROUGH: 5/31/2022

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
35	FILTER FACE PIPING - LABOR	LS	\$21,985.00	1.00	\$21,985.00	0.00	\$0.00	1.00	\$21,985.00
SUBCONTRACTORS									
36	COATINGS	LS	\$83,710.00	1.00	\$83,710.00	0.08	\$6,697.00	1.00	\$83,710.00
37	WTP LIGHTING PACKAGE	LS	\$2,942.50	1.00	\$2,942.50	0.00	\$0.00	1.00	\$2,942.50
38	FILTER VALVE ELECTRICAL PACKAGE	LS	\$30,057.50	1.00	\$30,057.50	0.00	\$0.00	1.00	\$30,057.50
39	MECHANICAL - HVAC/PLUMBING	LS	\$139,610.00	1.00	\$139,610.00	0.00	\$0.00	1.00	\$139,610.00
40	CORE DRILLING	LS	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00	1.00	\$10,000.00
ALLOWANCE									
41	OWNERS ALLOWANCE - MEDIA DISPOSAL	LS	\$50,000.00	1.00	\$50,000.00	0.95	\$47,449.64	1.00	\$50,000.00
CHANGE ORDER 1									
42	RFP 1 - EXT FLTR WALL	LS	\$5,222.40	1.00	\$5,222.40	0.00	\$0.00	1.00	\$5,222.40
43	RFP 2 - DO SENSORS	LS	\$32,374.38	1.00	\$32,374.38	0.05	\$1,508.00	1.00	\$32,374.38
44	RFP 3- VFD'S	LS	\$41,445.86	1.00	\$41,445.86	0.00	\$0.00	1.00	\$41,445.86
45	RFP 4 - INT FLTR COATING	LS	\$127,595.37	1.00	\$127,595.37	0.00	\$0.00	1.00	\$127,595.37
46	2" SRVC SADDLE	LS	\$1,556.53	1.00	\$1,556.53	0.00	\$0.00	1.00	\$1,556.53
CHANGE ORDER 2									
47	Holden Added Conduit	LS	\$11,095.01	1.00	\$11,095.01	0.00	\$0.00	1.00	\$11,095.01
48	PR 5 - HVAC Changes	LS	\$18,061.50	1.00	\$18,061.50	0.09	\$1,659.00	1.00	\$18,061.50
49	PR 6 - Group 1 lighting	LS	\$12,940.13	1.00	\$12,940.13	0.00	\$0.00	1.00	\$12,940.13
50	PR 7 - MicroChlor Vent	LS	\$6,481.27	1.00	\$6,481.27	0.14	\$923.27	1.00	\$6,481.27
51	Orthos sample nozzles	LS	\$585.28	1.00	\$585.28	0.00	\$0.00	1.00	\$585.28
CHANGE ORDER 3									
52	Crack Injection	LS	\$7,086.71	1.00	\$7,086.71	1.00	\$7,086.71	1.00	\$7,086.71
53	Sludge Flow Meter	LS	\$8,284.94	1.00	\$8,284.94	0.00	\$0.00	1.00	\$8,284.94
54	WTP Hallway Floor/Wall Coatings	LS	\$9,472.23	1.00	\$9,472.23	1.00	\$9,472.23	1.00	\$9,472.23
55	Replace Valve FV-5026	LS	\$2,432.52	1.00	\$2,432.52	0.00	\$0.00	1.00	\$2,432.52
CHANGE ORDER 4									
56	Crack Injection	LS	\$483.28	1.00	\$483.28	1.00	\$483.28	1.00	\$483.28
57	Remove Loose Detention Basin Coatings	LS	\$1,689.96	1.00	\$1,689.96	1.00	\$1,689.96	1.00	\$1,689.96
58	Relocate High Rate BW Orifice Plate	LS	\$8,666.99	1.00	\$8,666.99	1.00	\$8,666.99	1.00	\$8,666.99
59	Filter Face Piping Room Painting	LS	\$18,338.84	1.00	\$18,338.84	1.00	\$18,338.84	1.00	\$18,338.84
60	Owners Allowance Adjustment	LS	-\$47,449.64	1.00	(\$47,449.64)	1.00	(\$47,449.64)	1.00	(\$47,449.64)
TOTAL ITEMS BID					\$1,864,363.56	\$65,495.22	\$1,864,363.56		
SUMMARY									
TOTAL ITEMS BID					\$1,864,363.56	\$65,495.22	\$1,864,363.56		
TOTAL					\$1,864,363.56	\$65,495.22	\$1,864,363.56		

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

Gross Amount Due	\$1,864,363.56
Less Retainage (1.25%)	\$23,304.54
Amount Eligible to Date	\$1,841,059.02

APPLICATION FOR PAYMENT NO. 9

PROJECT NO. BAXTE 159983
CITY NO. 6021
OWNER CITY OF BAXTER
CONTRACTOR NORTHERN PLAINS CONTRACTING, INC.

CONTRACT FOR: WATER TREATMENT PLANT IMPROVEMENTS
AGREEMENT DATE: 7/15/2021
FOR WORK ACCOMPLISHED THROUGH: 5/31/2022

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
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.						Less Previous Payments		\$1,708,924.92	
						Amount Due This Application		\$132,134.10	
SUBMITTED	NORTHERN PLAINS CONTRACTING, INC. PO BOX 10 WOLVERTON, MN 56597			BY:	<i>Wade DeVlieger</i>	DATE:	5-31-2022		
RECOMMENDED	SEH PO BOX 1717 ST. CLOUD, MN 56302-1717			BY:	<i>Kevin Young</i>	DATE:	6/2/2022		
RECOMMENDED	CITY OF BAXTER UTILITIES COMMISSION 13190 MEMORYWOOD DR BAXTER, MN 56425			BY:		DATE:			
APPROVED	CITY OF BAXTER 13190 MEMORYWOOD DR BAXTER, MN 56425			BY:		DATE:			
APPROVED	CITY OF BAXTER 13190 MEMORYWOOD DR BAXTER, MN 56425			BY:		DATE:			

MEMO

Date: May 27, 2022
To: Trevor Walter
From: Mark Hallan
Cc: Aric Welch
Project Name: Water Treatment Plant
Project No.: 2021-10311
Subject: Interconnect Building Modifications

Brainerd/Baxter
 7804 Industrial Park Road
 PO Box 2720
 Baxter MN 56425-2720
 218.829.5117
 Baxter@Widseth.com
 Widseth.com

We have completed our review of the chlorine feed booster pump. The pump needs to develop around 255 feet of total dynamic head or 110 psi to allow a chlorine feed rate of 50 pounds per day at a flow rate of 2,200 gpm. The 110 psi figure is based on the suction line being 40 psi and the discharge line at 90 psi which is a 50 psi difference. The chlorine injection needs a 50 psi differential to work properly at the target flow and chlorine feed rate.

To achieve the required pressure differential, it is necessary to upsize the existing chlorine feed booster pump. Below are the quotes to provide/install a new pump and to make the necessary electrical modifications for the larger HP pump motor.

- | | |
|---|---------|
| WW. Goetsch | \$3,032 |
| <ul style="list-style-type: none"> • CR 3-9 1.5 HP 3 Phase Pump • 1 ¼" Flange Set • Freight • Install | |
| Holden Electric | \$4,950 |
| <ul style="list-style-type: none"> • 208 volt VFD • Conduit and wire | |

The total estimate cost for a new chlorine feed booster pump capable of meeting the target feed rate of 50 pounds per day at flow rate of 2,200 gpm is \$7,982.

City staff had the chlorine feed booster pump suction and discharge lines replaced with larger PVC lines by Tim Thompson Plumbing and Heating. The total cost of the piping replacement project was \$3,860. Additional engineering and coordination for the chlorine feed booster pump upgrades was \$1,008. The total of all costs for the chloring feed booster pump system upgrade is estimated at \$12,850.

MEMO

Date: May 27, 2021
To: Trevor Walter
From: Mark Hallan
Cc: Aric Welch
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Aric Welch

From: Steve Green <SGreen@wwgoetsch.com>
Sent: Friday, May 27, 2022 8:25 AM
To: Aric Welch
Subject: RE: Baxter Chlorination Station

1- CR 3-9 1.5 HP 3Phase. \$ 2244.00 Net each
1- 1¼" flange set. \$103.00 Net each p
1- Prepaid freight
Total.....\$2532.00
Install..... \$500.00
\$3032.00

Thank you!
Dominus vobiscum!



Steven P. Green
Sales Engineer
952-374-6471 direct office
612-325-7550 mobile



7669 College Road PO Box 2688 Baxter, MN 56425 Phone: 218-829-4759
Email: RPraught@holdenelectric.com

Bid Proposal

5/18/2022

TO:

Aric Welch

JOB:

Baxter Transfer station chlorine pump
Bid Date: 5/18/2022

WORK DESCRIPTION: VFD for chlorine pump
Additional Info:

Supply and install new 208 volt VFD for new chlorine pump.
Supply and install conduit and wire for control.

We will supply and install all materials, labor and equipment as per drawings, specifications, addenda and as noted above inclusive for the total amount of: **\$4,950.00.**

Respectfully,

Accepted by:



Randy Praught, PM / Estimator
Holden Electric Co., Inc.

Print Name: _____
Aric Welch



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve SEH Contract Amendment No. 3 for Water Treatment Plant Filter Reconstruction and Needs Assessment in the not-to-exceed amount of \$25,020.00 for a total revised contract of \$240,703.64

Approval Required: Simple Majority Vote

BACKGROUND

The City has been working on filter issues at the water treatment plant (WTP) for several years and contracted with SEH on March 13, 2021 in the amount of \$144,050 to provide engineering services for the WTP Filter Reconstruction and Needs Assessment. The original scope of services included project initiation and data collection, WTP Needs Assessment, filter equipment procurement, construction project design, bidding, construction administration (office) services, and construction field services (part-time construction observation).

SEH had originally estimated the fee amendment to be around \$15,000 at the special city council meeting held on March 22, 2022 with the approval of Change Order No. 3 which extended the contractual completion dates approximately one month. Additional engineering has been required beyond what was originally anticipated and presented at the March 22nd meeting.

The City Council approved Amendment No. 1 dated August 31, 2021 in the amount of \$32,100 on September 21, 2021. Amendment No. 2 dated January 21, 2022 was approved by the City Council on February 15, 2022.

Contract Amendment No. 3 is proposed due to several additions to the project which were not anticipated when the original contract or Amendment Nos. 1 and 2 were prepared. Contract Amendment No. 3 is in the amount of \$25,020 and includes:

- Additional Construction Administration Services including lighting design, backwash supply system and procedure optimization, filter inlet flow optimization, and coatings replacement efforts (not included in previous filter coatings). This also includes continued assistance with WTP optimization after construction close out.
- Additional Construction Field Services including reviewing lighting replacements installed by the electrical subcontractor, observing backwashes of the filters after start-up to make recommendations on optimizing the backwash process, observing crack injection efforts to confirm leaks were stopped when injection was complete, observing coatings replacement throughout the WTP beyond the inspection services previously added as Task 9, observing and recording filter inlet weir measurements to assist with supplying even flow to filters, and observing repairs made to the existing WTP backwash troughs that were determined to have damaged seals between the trough and the concrete wall.

With the approval of Contract Amendment No. 3, SEH's total engineering fee on the project would increase to \$240,703.64, representing 11.0% of the total project budget.

FINANCIAL IMPLICATIONS

Including the proposed fee amendment, the revised total estimated SEH design and construction phase professional services fee is \$240,703.64.

- Original Contract dated March 16, 2021 - \$144,050.00
- Contract Amendment No. 1 dated August 31, 2021 - \$32,100.00
- Contract Amendment No. 2 dated January 21, 2022 - \$39,533.64
- Proposed Amendment No. 3 dated May 27, 2022 - \$25,020.00

The 2021 Water Treatment Plant Filter Rehabilitation Improvements Project budget approved at the July 15, 2021 Special City Council Meeting did not include a line item for Contract Amendment No. 3. The amendment will need to be covered by project contingencies.

STAFF RECOMMENDATIONS

Approve SEH Contract Amendment No. 3 for Water Treatment Plant Filter Reconstruction and Needs Assessment in the amount of \$25,020.00 for additions to the project.

COUNCIL ACTION REQUESTED

MOTION to: Approve SEH Contract Amendment No. 3 for Water Treatment Plant Filter Reconstruction and Needs Assessment in the not-to-exceed amount of \$25,020.00 for a total revised contract of \$240,703.64.

Supplemental Letter Agreement

Item 15.

In accordance with the Master Agreement for Professional Services between City of Baxter, Minnesota (“Client”), and Short Elliott Hendrickson Inc. (“Consultant”), effective October 17, 2017, this Supplemental Letter Agreement dated May 27, 2022 authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: **Water Treatment Plant Filter Reconstruction and Needs Assessment Project – Additional Services Amendment No. 3.**

Client’s Authorized Representative: Trevor Walter, PE

Address: 13190 Memorywood Drive, PO Box 2626
Baxter, MN 56425-2626

Telephone: 218.838.5281 **email:** twalter@baxtermn.gov

Project Manager: Kevin Young, PE

Address: 2351 Connecticut Avenue, Suite 300
Sartell, MN 56377-2485

Telephone: 320.229.4306 **email:** kbyoung@sehinc.com

Scope: The Basic Services to be provided by Consultant will be based Exhibit A – Work Plan Summary and Fee Estimate, and consist of:

- Task 6 – Additional Construction Administration Services
 - SEH performed several construction administration tasks which were not anticipated in the Supplemental Letter Agreement dated March 13, 2021 during the construction phase of the project, including:
 - Lighting Design – SEH completed lighting replacement designs for several areas of the WTP to be incorporated into the current project and into future projects.
 - Backwash Supply System Calculations and Testing (orifice plate relocation) – SEH performed on site testing and facilitated testing with the City’s pump vendor of the existing backwash supply system. SEH performed hydraulic analysis of the backwash supply system and has provided recommendation based on the analysis for ways to improve the existing backwash process.
 - Filter inlet flow optimization – SEH assisted with field verification of the filter inlet weir elevations and performed hydraulic analysis of the inlet flow to recommend weir adjustments to provide even flow distribution into the filters.
 - Coatings Replacement – SEH coordinated proposals for replacing coatings in the Filter Face Piping Room and Hallway which were not initially part of the WTP project.
 - Based on conversations with staff, SEH anticipates to also provide follow up services after construction close-out to continue assisting with WTP optimization. These efforts were not included in the original scope of the project.
- Task 7 - Additional Construction Field Services
 - Throughout the project there have been several proposal requests issued to the contractor that have required additional field services by SEH staff. These include reviewing lighting replacements installed by the electrical subcontractor, observing backwashes of the filters after start-up to make recommendations on optimizing the backwash process, observing crack injection efforts to confirm leaks were stopped when injection was complete, observing coatings replacement throughout the WTP beyond the inspection services previously added as Task 9, observing and recording filter inlet weir measurements to assist with supplying even flow to filters, and observing repairs made to the existing WTP backwash troughs that were determined to have damaged seals between the trough and the concrete wall.

Resident Project Representative Services

RPR services will be provided in accordance with Exhibit No. 1 and Exhibit B attached to the Supplemental Letter Agreement dated March 13, 2021 for the Water Treatment Plant Filter Reconstruction and Needs Assessment Project.

Schedule: We anticipate our work to be completed by July 29, 2022.

Payment:

The fee is hourly estimated not to exceed \$25,020 including expenses and equipment. The fee is proposed to be added to Tasks 6 and 7 of the of the Supplemental Letter Agreement dated March 13, 2021 for the Water Treatment Plant Filter Reconstruction and Needs Assessment Project.


The payment method, basis, frequency and other special conditions are set forth in Exhibit A-1 attached to the Supplemental Letter Agreement dated March 13, 2021 for the Water Treatment Plant Filter Reconstruction and Needs Assessment Project.

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

x:\ae\b\baxter\159983\1-gen\10-setup-cont\02-contract\additional services amendment 3\suppl ltr agreement - additional services 5-27-2022.docx

Short Elliott Hendrickson Inc.

City of Baxter, Minnesota

By: 
Miles B. Jensen, PE
Title: Principal | Water Market Leader

By: _____
Title: _____

WTP Filter Reconstruction and Needs Assessment Project EXHIBIT A
Additional Services Amendment No. 3
Work Plan Summary and Fee Estimate
City of Baxter, Minnesota
May 2022



WORK TASKS	PM / Sr. Engineer - K Young	Process Grad. Engineer - T Yankovec	Sr. Process Engineer - Jensen	Operations Specialist - Thom	SEH TOTAL HOURS	TASK SUBTOTAL COST
Task 6 - Additional Construction Admin Services	40	30	2		72	\$10,010
Task 7 - Additional Construction Services	30	40	8	16	94	\$14,318
Total Project Hours	70	70	10	16	166	\$24,328.40

Total Labor Cost	\$24,328.40
Task 6 Expenses	\$246.40
Task 7 Expenses	\$445.20
Total SEH Fee	\$25,020.00

Total Project Cost	\$25,020.00
---------------------------	--------------------

WTP Filter Reconstruction and Needs Assessment Project
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Baxter, Minnesota

SEH, INC.

TRAVEL EXPENSES	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
Local Trips				
SEH Brainerd Based Staff	0	10	0	
SEH St Cloud Based Staff	5	88	440	
SEH St. Paul Based Staff	3	265	795	
Project Site Visits/Field Trips	0	0	0	
Subtotals:			1235	
ESTIMATED MILEAGE COSTS:	\$0.560	per mile	\$692	
	Number	Cost	Total Cost	
Hotel	0	\$0.000	\$0	
Meals	0	\$10.000	\$0	
Total			\$0	
ESTIMATED TRAVEL COSTS (TASK 9):				\$692
EXHIBITS:				\$0
Miscellaneous Printing:				\$0
Mailing/Postage Costs				\$0
				\$0
EQUIPMENT EXPENSES	Number of Hour	Cost/Hr	Total Cost	
Computer Expenses (in OH multiplier)	0		\$0	\$0
Survey Equipment	0	\$25	\$0	\$0
Survey Truck	0	\$4.5	\$0	\$0
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				\$692



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Accept the KLM Inspection Report for the 400,000 Gallon South Water Tower and budget \$65,000 in the Water Enterprise Fund for Repairs/Maintenance to Structures for the 2023 budget.

Approval Required: Simple Majority Vote

BACKGROUND

The City of Baxter had requested that KLM Engineering perform a dry tank cleanout evaluation and disinfection of the 400,000-gallon South Water Tower prior to placing the water tower into service.

The South Water Tower has been out of service for the past several years because the capacity available with North Water Tower and the East Water Tower can adequately accommodate the City's water needs. Last year was an exception as the South Water Tower was utilized for various reasons with the Interconnect building being the sole supply for the City's water system.

KLM completed the inspection of the South Tower when they were disinfecting the tower to put it back into service so the warranty work on the North tower and the scheduled repairs on the East Tower can be completed. The North Tower warranty work is expected to take two weeks to complete, the tower will need to be drained and cleaned to complete the work. Two weeks after the work on the North Tower is complete the East Tower will be drained and cleaned for the scheduled repairs. Before winter sets in the South Tower will be decommissioned again as it is not needed when the other two towers are in service.

The most common water storage maintenance is repainting. The life of a coating system varies based on the type of product, method of application, and the recoating application. Generally, recoating's are needed within a time span of 15-30 years from the initial application. The inspection report identifies the need to complete spot repairs on the interior wet coating and power washing on the exterior of the water tower within the next year or two.

FINANCIAL IMPLICATIONS

For budgetary purposes, if spot repairs were performed to the interior wet coating and the exterior was washed, the estimated current cost would be between \$55,000 and \$65,000. If the City wanted to improve the exterior appearance in addition to the wash, the tower is likely a candidate for a full overcoat of paint, which would increase the cost by approximately \$60,000 to \$70,000. These costs do include engineering and inspection services. Performing proper spot repairs and a possible overcoat now could greatly extend the service life of the coating system and appearance of the tower for as much as ten years, or more as determined by future inspections, for a fraction of the cost of full reconditioning. Not only would this extension provide plenty of time to prepare and budget for the next full reconditioning, but it could result in significant savings by undergoing fewer reconditioning cycles over the life of the tower.

If the City of Baxter elects to forego any repairs, it should be anticipated the interior coating may require replacement in approximately five (5) to seven (7) years, depending on corrosion advancement. At which time, the exterior should also be planned for replacement even if it remains in better conditions than the interior. Under most circumstances, reconditioning the interior and exterior at the same time is the most cost-effective long-term

approach to tower rehabilitation and keeps future rehabilitations on the same schedule. The estimated current cost to completely recondition the tower is approximately \$575,000 to \$625,000.

STAFF RECOMMENDATIONS

Staff recommends budgeting \$65,000.00 in the Water Enterprise Fund for Repairs/Maintenance to Structures for the 2023 South Water Tower Improvements.

COUNCIL ACTION REQUESTED

Motion to accept the KLM Inspection Report for the 400,000 Gallon South Water Tower and budget \$65,000 in the Water Enterprise Fund for Repairs/Maintenance to Structures for the 2023 budget.



Baxter, Minnesota

Inspection Report:
400,000-Gallon Capacity
South Tower

Prepared by:



KLM Engineering, Inc.
1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125
651.773.5111 | www.klmengineering.com

May 2022

Project No.: 1320-22

1.0 | PROJECT INFORMATION

KLM Project No.: 1320-22 **Customer P. O. Number:** N/A

Tank Owner: City of Baxter, Minnesota **Phone:** 218-513-3453

Street/City/State/Zip: PO Box 2626, Baxter, MN 56425

Tank Owner Contact: Brian Berent, Streets & Utilities Supervisor

Owner's Tank Designation: South Tower

Tank Description: Toro Ellipsoidal

Tank Street Location: 7091 Foley Road, Baxter, MN 56425

Purpose of Inspection: Condition Assessment

Date of Inspection: May 3, 2022

Inspected By: Devin Severson NACE #78234 and David Robelia

Type of Inspection: KLM Standard Dry Tank Cleanout Evaluation

Manufacturer: Universal Tank & Iron Works, Inc. **Construction Date:** 1977

Serial No.: 6435.400 **Design Code:** AWWA D100-73

Capacity: 400,000 Gallons

Type of Construction: Welded

Tank Diameter: ~50 feet

Height to: Overall ~140 feet

Height to: HWL 135'-0" LWL 104'-9"

Tank Construction Drawings: Unavailable to KLM

Previous Inspection Records: 2012 and 2018 KLM Reports

EXISTING COATING INFORMATION

	<u>Interior Wet</u>	<u>Exterior</u>
Date Last Coated	2000	2000
Full or Spot Repair	Full	Full
Coating Contractor	Odland Protective Coatings	Odland Protective Coatings
Surface Preparation	SSPC-SP 10	SSPC-SP 6
Paint System	Epoxy	Epoxy/Urethane
Paint Manufacturer	Tnemec	Tnemec
Paint Chip Samples	N/A	N/A

May 11, 2022

by E-Mail

Mr. Brian Berent
Streets and Utilities Supervisor
City of Baxter
PO Box 2626
Baxter, MN 56425

RE: Dry Tank Cleanout Evaluation and Disinfection of the 400,000-Gallon Elevated Reservoir (South Tower) in the City of Baxter, MN. KLM Project No. 1320-22.

Mr. Berent,

On May 3, 2022, KLM performed a dry tank cleanout evaluation and disinfection of the 400,000-gallon elevated reservoir (South Tower) and offers the following comments.

Analysis:

The tower was constructed and originally painted by Universal Tank & Iron Works, Inc. in 1977. Records indicate the interior wet and exterior coatings were last replaced by Odland Protective Coatings in 2000.

The interior wet coating is in overall good condition with less than two (2) percent visible coating failures. Failures consist of spot corrosion randomly located on the shell, pinole corrosion on the bowl, and surface corrosion on top of the fill pipe. While not affecting the integrity of the coating, brown staining is visible on the shell and bowl, likely due to the presence of iron and manganese in water. See attached photos.

The exterior coating is in good condition with less than two (2) percent visible coating failures throughout the tower. Failures consist of UV deterioration, pinhole corrosion on typical wear areas such as the handrails, ladders, and manways, and surface corrosion on the overflow pipe screen retainer. See attached photos.

Summary:

Overall conditions were compared to the past KLM evaluation reports. The rate of corrosion occurring is minimal and virtually unchanged from the 2018 report. Based on the overall good condition of the coatings, the interior and exterior should be considered for spot repair within the next one to two years to prolong the need for full reconditioning and reduce corrosion associated damage. For budgetary purposes, if spot repairs were performed to the interior wet coating and the exterior was washed, the estimated current cost would be between \$55,000 and \$65,000. If the City wanted to improve the exterior appearance in addition to the wash, the tower is likely a candidate for a full overcoat of paint, which would increase the cost by approximately \$60,000 to \$70,000. These costs do include engineering and inspection services. Performing proper spot repairs and a possible overcoat now could greatly extend the service life of the coating system and appearance of the tower for as much as ten years, or more as determined by future inspections, for a fraction of the cost of full reconditioning. Not only would this extension provide plenty of time to prepare and budget for the next full

reconditioning, but it could result in significant savings by undergoing fewer reconditioning cycles over the life of the tower.

If the City of Baxter elects to forego any repairs, it should be anticipated the interior coating may require replacement in approximately five (5) to seven (7) years, depending on corrosion advancement. At which time, the exterior should also be planned for replacement even if it remains in better conditions than the interior. Under most circumstances, reconditioning the interior and exterior at the same time is the most cost-effective long-term approach to tower rehabilitation and keeps future rehabilitations on the same schedule. The estimated current cost to completely recondition the tower is approximately \$575,000 to \$625,000.

Sincerely,

KLM Engineering, Inc.

Report prepared by:

Thomas Brown

Thomas Amarvi-Brown, P.E.
Civil Engineer
MN License No. 58770

Report reviewed by:

Rodney Ellis

Rodney Ellis
Vice President/COO
NACE Coating Inspector No. 1686
AWS/CWI 04040311

Attached: Photos

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Photo No. 1
Overall view of the tower



Photo No. 2
View of interior wet roof



Photo No. 3
Condition of roof plate coatings
Overflow weir box visible



Photo No. 4
Condition of roof plate coatings



Photo No. 5
View of shell



Photo No. 6
View of shell



Photo No. 7
Shell coating conditions
Large corrosion spot visible



Photo No. 8
Shell coating conditions



Photo No. 9
Bowl conditions
Corrosion on bowl visible



Photo No. 10
Bowl conditions



Photo No. 11
Top of cone

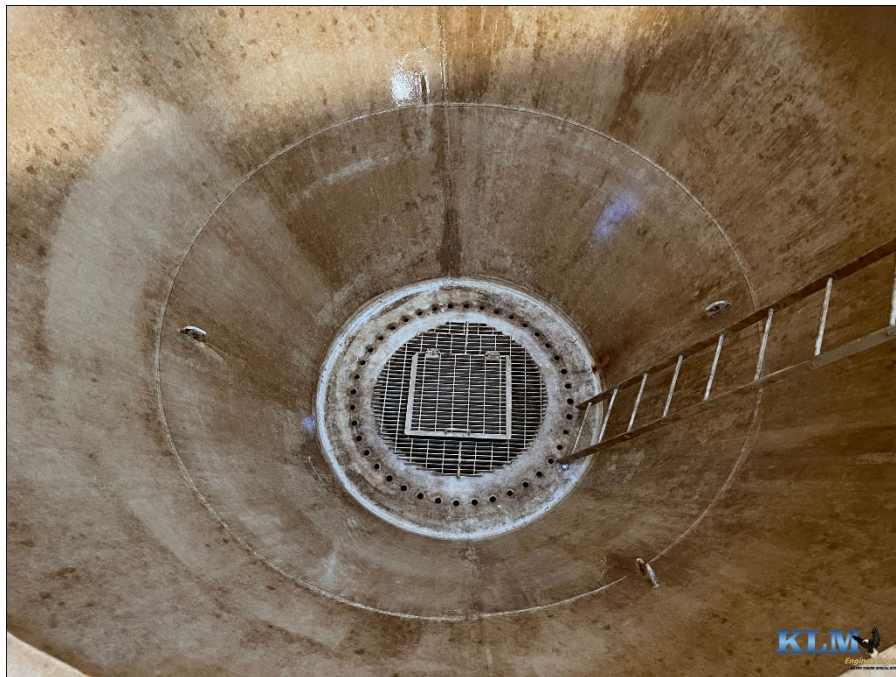


Photo No. 12
Cone conditions
Top of wet riser visible

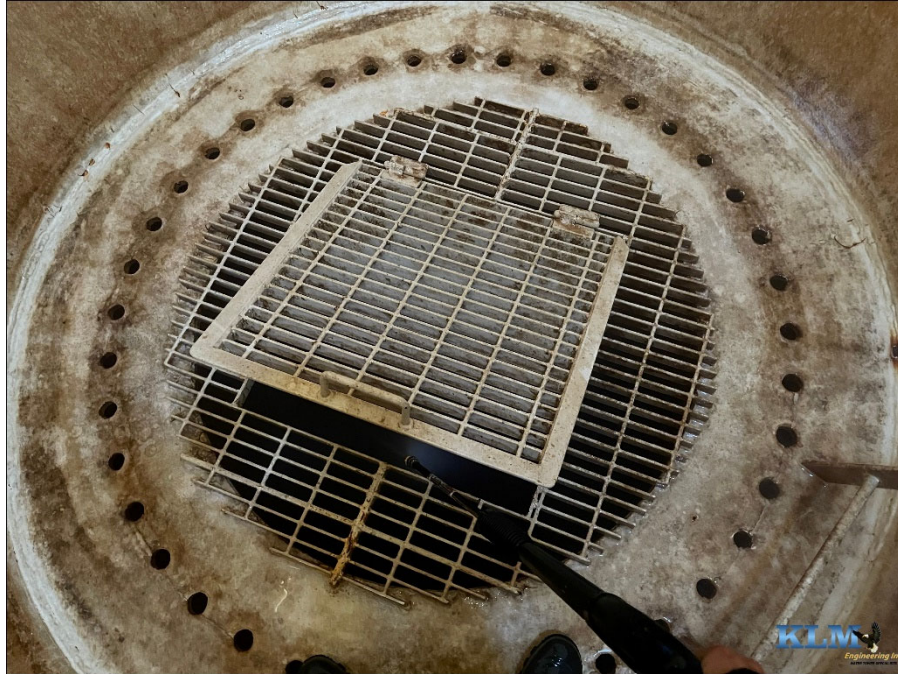


Photo No. 13
Condition of wet riser grating



Photo No. 14
Bottom of wet riser



Photo No. 15
Condition of fill pipe



Photo No. 16
View of roof



Photo No. 17
Condition of finial vent



Photo No. 18
Aviation light



Photo No. 19
Roof plate coating conditions
Ventilation manway visible



Photo No. 20
Roof plate coating conditions



Photo No. 21
Roof handrail



Photo No. 22
Wet access manway



Photo No. 23
Roof access ladder



Photo No. 24
Shell coating conditions



Photo No. 25
Shell coating conditions



Photo No. 26
Balcony and handrail



Photo No. 27
Balcony and handrail



Photo No. 28
Balcony access



Photo No. 29
Column ladder



Photo No. 30
Bowl coating conditions



Photo No. 31
Bowl and cone coating conditions



Photo No. 32
View of shell and bowl
Lettering visible



Photo No. 33
View of columns and wet riser



Photo No. 34
Base of wet riser



Photo No. 35
Base of wet riser



Photo No. 36
Overflow pipe and grating



Photo No. 37
Condition of overflow pipe screen



Photo No. 38
Valve pit manway



Photo No. 39
View of valve pit



Photo No. 40
View of valve pit



ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2021 Mill & Inlay and Full Depth Reclamation Improvements Project Update

Approval Required: No Action Required

BACKGROUND

1. Summary of Work Last Month
 - Addressing punch list items on College Road and Isle Drive.

2. Summary of Work to still be completed
 - College Road
 - Curb joint sealing and turf establishment.

 - Isle Drive
 - Turf establishment

3. Change Order No. 4
 - Last fall there was a high percentage of grass coverage establishing in all disturbed areas. This spring, much of the grass did not re-establish. The change order includes lime application to address road salt, re-seeding, fertilizer and hydraulic soil stabilizer in areas with poor or no grass growth. The total cost for the turf establishment on College Road and Isle Drive is estimated at \$20,128.00. With this change order, contingencies will be lowered from \$35,966.49 to \$15,838.49

FINANCIAL IMPLICATIONS

Click or tap here to enter text.

STAFF RECOMMENDATIONS

Click or tap here to enter text.

COUNCIL ACTION REQUESTED

Click or tap here to enter text.



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Knife River Corporation – North Central Change Order No. 4 in the increased amount of \$20,128.00 and amending the contract completion dates for the 2021 Mill & Inlay and Full Depth Reclamation Improvements Project.

Approval Required: Simple Majority Vote

BACKGROUND

The Council awarded the construction contract for the 2021 Full Depth Reclamation Improvements Project to Knife River Corporation – North Central on May 18, 2021.

The contract includes the following roadways and special City projects:

- College Road (280' west of Berrywood Drive to Highland Scenic Road)
- Isle Drive (875' west of Falcon Drive to Glory Road)
- Glory Road (Gravel area within curbed median between Elder Drive and TH 371)
- Paris Road Trailhead

In accordance with the 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. 4 includes the following items:

- Last fall there was a high percentage of grass coverage established in all disturbed areas. This spring, much of the grass did not re-establish. The change order includes lime application to address road salt, re-seeding, fertilizer and hydraulic soil stabilizer in area with poor or no grass growth.

The total of all change order items is \$20,128.00. Addition details are included in the Change Order 4 attachments.

FINANCIAL IMPLICATIONS

The \$20,128.00 change order increases the total contract price from \$1,653,986.79 to \$1,674,114.79. With the change order and quantity overruns, contingencies have been lowered from \$35,966.49 to \$15,838.49.

STAFF RECOMMENDATIONS

The work included in Change Order No. 4 was requested by city staff or city staff was made aware of the additional work before it was performed. Staff recommends approval of Change Order No. 4 in the amount of \$20,128.00 along with the change in contract completion date.

COUNCIL ACTION REQUESTED

MOTION to approve the Knife River Corporation – North Central Change Order No. 4 in the increased amount of \$20,128.00 and amending the contract completion dates for the 2021 Mill & Inlay and Full Depth Reclamation Improvements Project.

Change Order No. 4

Date of Issuance:	Effective Date:	Council Approval
Owner: City of Baxter	Owner's Contract No.: 4421	
Contractor: Knife River Corporation – North Central	Contractor's Project No.:	
Engineer: Widseth Smith Nolting	Engineer's Project No.: 0102B0403.000	
Project: 2021 Mill & Overlay and Full Depth Reclamation Improvements Project, Glory Road Median and Paris Road Trailhead	Contract Name:	Municipal Project Number 4421

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

Description: Change In Contract Price

Attachments: Contract Change Order Summary and Attachments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$1,586,904.50</u>	Original Contract Times: Substantial Completion: <u>September 17, 2021</u> Ready for Final Payment: <u>October 1, 2021</u> days or dates
Increase from previously approved Change Orders: <u>\$ 67,082.29</u>	Increase from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price prior to this Change Order: <u>\$1,653,986.79</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 17, 2021</u> Ready for Final Payment: <u>October 1, 2021</u> days or dates
Increase of this Change Order: <u>\$ 20,128.00</u>	Increase of this Change Order: Substantial Completion: <u>October 1, 2021</u> Ready for Final Payment: <u>June 30, 2022</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 1,674,114.79</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2021</u> Ready for Final Payment: <u>June 30, 2022</u> days or dates

ACCEPTED:		RECOMMENDED:		ACCEPTED:	
By: _____	By: <u>Max D Bitter</u>	By: <u>Adam J...</u>	By: _____	By: _____	By: _____
Owner (Authorized Signature)	Engineer	Contractor (Authorized Signature)	_____	_____	_____
Title: _____	Title <u>Project Engineer</u>	Title <u>PM</u>	Title _____	Title _____	Title _____
Date: _____	Date <u>05-25-2022</u>	Date <u>5-25-22</u>	Date _____	Date _____	Date _____

RECOMMENDED:

By: _____

Utilities Commission

Title _____

Date _____

CONTRACT CHANGE ORDER SUMMARY		ORDER NO. 4
CONTRACT FOR: 2021 FULL DEPTH RECLAMATION IMPROVEMENTS MUNICIPAL PROJECT NUMBERS 4127 AND 4419		DATE: May 25, 2022
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. SEEDING	2	ACRE	\$525.00		\$1,050.00
2. SEED MIXTURE	800	LBS	\$5.73		\$4,584.00
3. FERTILIZER	600	LBS	\$1.00		\$600.00
4. HYDRAULIC REINFORCED FIBER MATRIX	7800	LBS	\$1.68		\$13,104.00
5. LIME	1000	LBS	\$0.79		\$790.00
CHANGE ORDER TOTALS:				\$0.00	\$20,128.00
NET CHANGE IN CONTRACT PRICE:					\$20,128.00

JUSTIFICATION:

1. All turf established on the project last fall has died. Re-seeding is necessary to meet NPDES Construction Storm water Permit requirements so the permit and project can be closed out.
2. See Item 1.
3. See Item 1.
4. See Item 1.
5. See Item 1.

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

Twenty Thousand One Hundred Twenty Eight and 00/00

Dollars(**\$20,128.00**).

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

One Million Six Hundred Seventy Four Thousand One Hundred Fourteen and 69/100

Dollars(**\$1,674,114.69**).

DOUCETTE'S LANDSCAPING &
 CONTRACTING
 19043 213TH ST
 LITTLE FALLS MN 56345

Item 18.

TOTALS IN RED INCLUDE 5% PRIME
 CONTRACTOR MARK UP

DATE	ESTIMATE #
5/25/2022	7398
dlc@douceland.com	

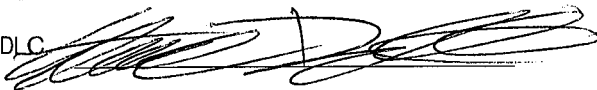
NAME / ADDRESS
KNIFE RIVER CORP. - NORTH CENTRAL 4787 SHADOW WOOD DR NE SAUK RAPIDS MN 56379

THIS BID DOES NOT INCLUDE ANY
 MAINTENANCE ON BID ITEMS.
 DOES NOT INCLUDE TOPSOIL OR PLACEMENT
 OF TOPSOIL.

BID DATE	PROJECT NO.	ROAD NUMBER	COUNTY, CITY	OWNER
5/25/2022	SALT KILL WORK	2021 MILL-OVERLAY	BAXTER	BAXTER

ITEM NO.	ITEM DESC. & UNITS	ITEM QTY	UNIT PRICE	TOTAL	
SEED ACRE	SEEDING, PER ACRE	2	\$525.00	1,000.00	\$1,050
25-151	25-151 MN DOT SEED MIXTURE, POUND	800	\$5.73	4,368.00	\$4,584
TYPE 3	FERTILIZER TYPE 3 (SLOW RELEASE), POUND	600	\$1.00	570.00	\$600
HYD MATRIX R...	HYDRAULIC REINFORCED FIBER MATRIX, POUND	7,800	\$1.68	12,480.00	\$13,104
AG LIME	PEL LIME, TON	1,000	\$0.79	750.00	\$790
<p>THIS QUOTE DOES NOT INCLUDE TOPSOIL. THESE ARE ESTIMATED QUANTITIES ONLY.</p>					
<p>THIS BID DOES NOT INCLUDE ANY WARRANTY OR MAINTENANCE. NO TOPSOIL OR PLACEMENT INCLUDED.</p>			<p>TOTAL</p>		
			<p>\$19,168.00 \$20,128.00</p>		

ACCEPTED BY
 SIGNATURE _____

SIGNATURE, DLC 



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2022 Full Depth Reclamation & Reconstruction Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

1. Summary of Work Last Month

- Contractor started working on the project.
 - Woida Road
 - Work is complete.
 - Need to complete a walk through
 - Glory Road
 - Removals completed.
 - Road has been brought to rough finished grade.
 - Universal Road
 - Removals completed.
 - Storm sewer installation has started
 - TH 371 Intersections
 - No work completed to date

2. Summary of Scheduled Work (see attached Project Schedule)

- Woida Road
 - Complete walk through
- Glory Road
 - Install catch basins
 - Install curb & gutter
 - Bring road to final grade and pave first 2 lifts of bituminous
 - Contractor will coordinate final lift of bituminous with adjacent development
- Universal Road
 - Install dewatering for storm sewer installation
 - Install storm sewer
 - Install curb & gutter
 - Bring road to final grade and pave all lifts of bituminous

3. Summary on Plan Updates / Future Change Orders

- Universal Road – The groundwater has risen approximately 3-4' on Universal Road since the project was bid last winter. The Contractor has been fighting the installation of the storm sewer in poor soil conditions and high ground water. The contractor and Widseth agreed it would be in the best interest of the project to halt storm sewer construction and set up dewatering at each structure location. The dewatering will aid in the installation of the storm sewer and insure proper backfilling and compaction at each excavation. The approximately cost for the dewatering system is \$30,000 and will need to be paid using project contingencies. Setting up the dewatering system will delay

work on Universal Road. The Contractor may ask for a contract time extension as a result of the additional work.

- Glory Road – The concrete flared end section in the stormwater pond located south of Glory Road is fractured and broken along the crown of the pipe. A new apron will be installed, and the rip rap will be reset. An estimated cost of the replacement is not available at this time.
4. Change Order No. 1
- Change Order No. 1 includes the following items:
 - Five storm sewer structures needed to be up sized to accommodate the additional proposed additional pipe penetrations. The cost to increase these structure sizes is \$13,525.
 - City staff added replacement of the concrete median on Woida Road just prior to bidding. The plans were modified to show the replacement, but the required bid item and quantity did not get included in the bidding documents. The change order adds the bid item to the contract in the amount of \$13,147.16.
 - A damaged/deteriorated drainage structure concrete cover needed to be replaced on Woida Road. The total cost of the replacement concrete cover and installation is \$725.00.
 - Additional traffic control/business signage was added to direct business traffic during the Woida Road closure. The signage was added at the request of area businesses. The total cost for the additional signage for is \$367.50.
 - In an effort to open traffic on Woida Road ahead of schedule, the contractor placed high-early concrete to allow the concrete to reach load bearing strength as fast as possible. The total additional cost for high-early concrete on Woida Road is \$73.50.

The total of all change order items is \$27,838.16. Addition details are included in the Change Order 1 attachments. At the start of construction there was \$72,797.42 in contingencies on the project. With the additional costs outlined Change Order 1, contingencies will be lowered from \$72,800 to \$44,960.

5. Pay Estimate No. 1
- The Contractor has earned \$194,698.20 for the completion of unit price work to date and the items included in Change Order No. 1. This represents 19.5% of the revised contract value. In accordance with the agreement, 10% of the amount earned is being retained which results in a payment of \$175,228.38. WiDSETH has no concerns with the work completed to date and recommend payment as shown in the estimate.

FINANCIAL IMPLICATIONS

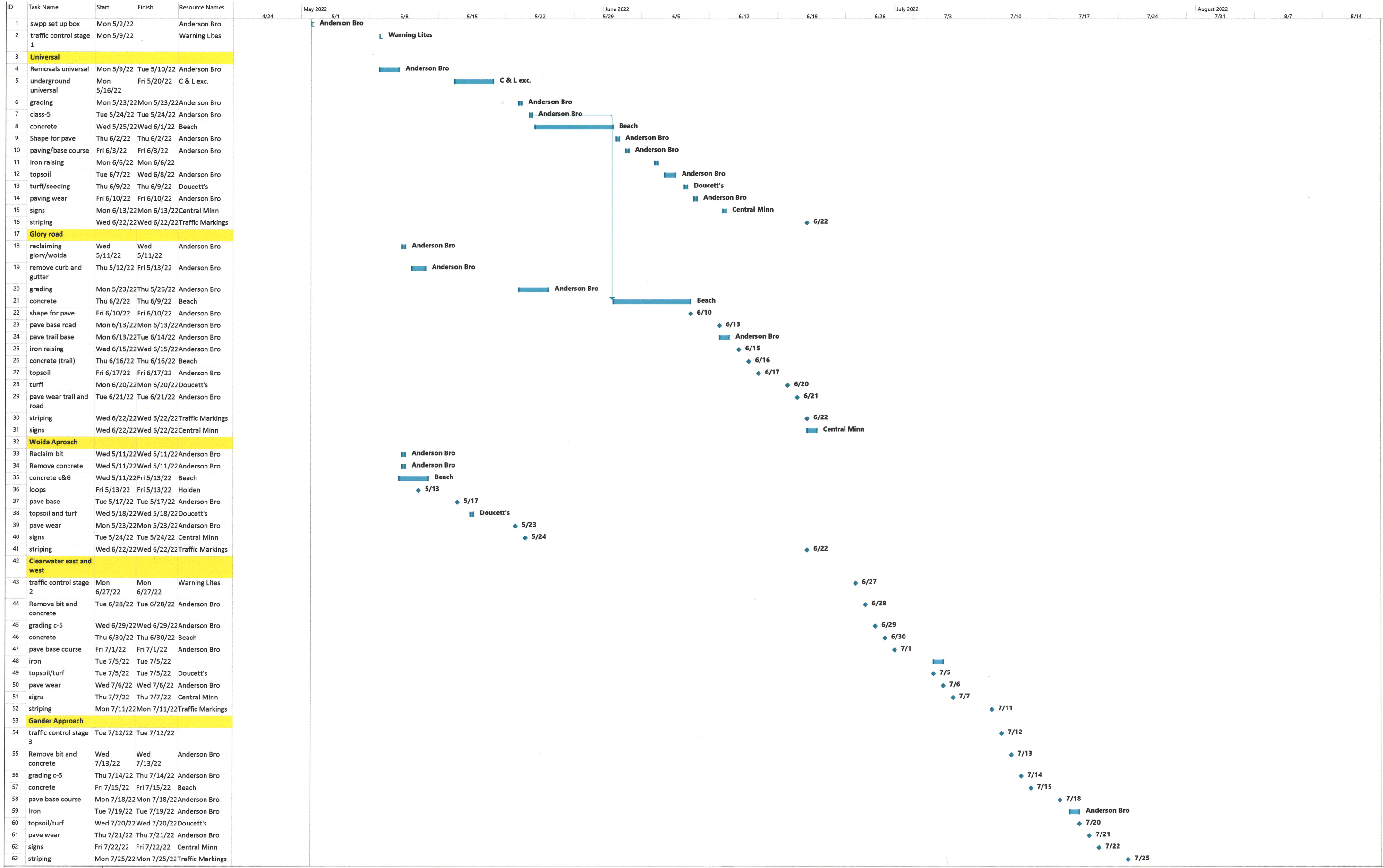
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STAFF RECOMMENDATIONS

Click or tap here to enter text.

COUNCIL ACTION REQUESTED

Click or tap here to enter text.



Project: 2022 baxter.mpp
 Date: Fri 4/22/22

Task Split
 Milestone Summary
 Project Summary Inactive Task
 Inactive Milestone Inactive Summary
 Manual Task Duration-only
 Manual Summary Rollup Manual Summary
 Start-only Finish-only
 External Tasks External Milestone
 Deadline Progress
 Manual Progress



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Other Business

Department Origination: Public Works

Agenda Item: Approve the Anderson Brother Construction Company of Brainerd, LLC Change Order No. 1 in the increased amount of \$27,838.16 for the 2022 Full Depth Reclamation & Reconstruction Improvements Project.

Approval Required: Simple Majority Vote

BACKGROUND

The Council awarded the construction contract for the 2022 Full Depth Reclamation & Reconstruction Improvements Project to Anderson Brother Construction Company of Brainerd, LLC on April 6, 2022.

The contract includes the following roadways and special City projects:

- Glory Road (1,125' west of Isle Drive to Isle Drive)
- Universal Road (Dellwood Drive to Golf Course Drive)
- Woida Road (290' west of T.H. 371 to T.H. 371)
- Clearwater Road (Edgewood Drive to T.H. 371)
- Clearwater Road (T.H. 371 to Dellwood Drive)
- Edgewood Entrance (Edgewood Drive to T.H. 371)

In accordance with the 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. 1 includes the following items:

- Five storm sewer structures needed to be up sized to accommodate the additional proposed additional pipe penetrations. The cost to increase these structure sizes is \$13,525.
- City staff added replacement of the concrete median on Woida Road just prior to bidding. The plans were modified to show the replacement, but the required bid item and quantity did not get included in the bidding documents. The change order adds the bid item to the contract in the amount of \$13,147.16.
- A damaged/deteriorated drainage structure concrete cover needed to be replaced on Woida Road. The total cost of the replacement concrete cover and installation is \$725.00.
- Additional traffic control/business signage was added to direct business traffic during the Woida Road closure. The signage was added at the request of area businesses. The total cost for the additional signage for is \$367.50.
- In an effort to open traffic on Woida Road ahead of schedule, the contractor placed high-early concrete to allow the concrete to reach load bearing strength as fast as possible. The total additional cost for high-early concrete on Woida Road is \$73.50.

The total of all change order items is \$27,838.16. Addition details are included in the Change Order 1 attachments.

FINANCIAL IMPLICATIONS

The \$27,838.16 change order increases the total contract price from \$970,632.24 to \$998,470.40. With the change order and quantity overruns, contingencies have been lowered from \$72,800 to \$44,960.

STAFF RECOMMENDATIONS

The work included in Change Order No. 1 was requested by city staff or city staff was made aware of the additional work before it was performed. Staff recommends approval of Change Order No. 1 in the amount of \$27,838.16.

COUNCIL ACTION REQUESTED

MOTION to Approve the Anderson Brother Construction Company of Brainerd, LLC Change Order No. 1 in the increased amount of \$27,838.16 for the 2022 Full Depth Reclamation & Reconstruction Improvements Project.

CHANGE ORDER NO. 1

Owner: City of Baxter
 Engineer: Widseth Smith Nolting
 Anderson Brothers Construction
 Contractor: Company of Brainerd, LLC
 Project: 2022 Full Depth Reclamation & Reconstruction Improvements Project
 Contract Name: 2022 Full Depth Reclamation & Reconstruction Improvements Project
 Date Issued: May 24, 2022
 Owner's Project No.: 4422
 Engineer's Project No.: 2021-11648
 Contractor's Project No.:
 Effective Date of Change Order: Council Approval

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

Description:

See Attachments

Attachments:

Change Order Summary and Attachments

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 970,632.24	Original Contract Times: Substantial Completion: August 19, 2022 Ready for final payment: September 19, 2022
Increase from previously approved Change Orders: \$ 0.00	Increase from previously approved Change Orders: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 970,632.24	Contract Times prior to this Change Order: Substantial Completion: August 19, 2022 Ready for final payment: September 19, 2022
Increase this Change Order: \$ 27,838.16	Increase this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 998,470.40	Contract Times with all approved Change Orders: Substantial Completion: August 19, 2022 Ready for final payment: September 19, 2022

Recommended by Engineer (if required)
 By: Alex D Bitter
 Title: Project Engineer
 Date: 05-26-2022

Accepted by Contractor
Scott W. Henner
Division Manager
5-26-22

Authorized by Owner
 By: _____
 Title: _____
 Date: _____

Recommended by Utilities Commission

CONTRACT CHANGE ORDER SUMMARY		ORDER NO. 1
CONTRACT FOR: 2022 FULL DEPTH RECLAMATION AND RECONSTRUCTION IMPROVEMENTS PROJECT MUNICIPAL PROJECT NUMBER 4422		DATE: May 24, 2022
OWNER: CITY OF BAXTER	STATE: MINNESOTA	
TO: ANDERSON BROTHERS CONSTRUCTION COMPANY OF BRAINERD, LLC	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. UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 48-4020	27.05	LF \$991.00
2. UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 60-4021	27.05	LF \$1,491.00
3. WOIDA ROAD - 12" CONCRETE MEDIAN	772	SQ FT \$17.03
4. WOIDA ROAD - DRAINAGE STRUCTURE COVER REPLACEMENT	1	LUMP SUM \$725.00
5. WOIDA ROAD - ADDITIONAL TRAFFIC CONTROL	1	LUMP SUM \$367.50
6. WOIDA ROAD - HIGH-EARLY CONCRETE	1	LUMP SUM \$73.50
CHANGE ORDER TOTALS:	\$26,806.55	\$54,644.71
NET CHANGE IN CONTRACT PRICE:	\$27,838.16	

JUSTIFICATION:

1. Drainage structures on Universal Drive needed to be changed from 48" to 60" diameter to accommodate additional 12" pipe penetrations.
2. See Item 1
3. City added 12" median replacement on Woida just prior to bidding. Plans were modified but the quantity was not added to the bid form. The change order is needed to add the item to the project
4. Damaged/deteriorated concrete drainage structure needed to be replaced.
5. Additional traffic control signage was added to direct business traffic to Edgewood Drive. This was completed at the request of businesses affected by the Woida Road closure.
6. High-early concrete was used on the valley gutter to open the roadway to traffic sooner.

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

Twenty Seven Thousand Eight Hundred Thirty Eight and 16/100

Dollars(**\$27,838.16**).

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

Nine Hundred Ninety Eight Thousand Four Hundred Seventy and 40/100

Dollars(**\$998,470.40**).

Aric Welch

From: Scott Hendrickson <shendrickson@andersonbrothers.com>
Sent: Thursday, March 17, 2022 6:19 AM
To: Aric Welch
Subject: FW: 60" Storm Manhole Price

Aric 5% \$1,491.00
 \$1420.00 + 10% prime = ~~\$1562.00/VF~~ for CO #1

Scott Hendrickson
 City & Township Division Manager



shendrickson@andersonbrothers.com
 Direct 218-822-4846 ~ Mobile 218-820-9917
 Fax 218-829-7607
 11325 State Highway 210, Brainerd, MN
 56401



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From: Jason Hoffmann <jason@clexcavating.com>
Sent: Wednesday, March 16, 2022 2:14 PM
To: Scott Hendrickson <shendrickson@andersonbrothers.com>
Cc: Cindy Hiltner <cindy@clexcavating.com>
Subject: 60" Storm Manhole Price

ATTENTION: This email originated from outside Anderson Brothers. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,

For the Baxter CO #1, the unit price for a 60" storm manhole will be \$1,420.00/VF.

Thanks,

Jason

Jason Hoffmann

Beach Construction LLC

TOTALS IN RED INCLUDE 5% PRIME CONTRACTOR MARK UP

14011 13th Ave SW, Pillager, MN 56473

Phone: Eric- 218-838-3422, Fax: 218-828-9595, Email: beachconst@gmail.com


Project Name: 2022 Full Redden Bid Number: Change Order #1

Project Location: Dexter Bid Date: _____

Item #	Description	Quantity & Unit	Unit Price	Subtotal
1	12" Conc Median	772 S.F	\$ 16.22	\$12,521.84
			\$ 17.03	\$ 13,147.16
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			Total	\$12,521.84

\$13,147.16

- *Grade must be within +/- .10 ft. Material to correct grade must be onsite.
- *Price does not include any testing or testing services.
- *Price does not include any traffic control.
- *Price for in curb catch basins include labor to adjust and concrete to encase exterior. Castings, adjustment rings and rubber sleeves not included.
- * Price does not include any temporary ped. access control.
- *Notification of acceptance within 10 days of bid letting requested.



Keith Beach, Estimator

Aric Welch

From: Scott Hendrickson <shendrickson@andersonbrothers.com>
Sent: Wednesday, May 25, 2022 11:40 AM
To: Aric Welch
Subject: C.O items

TOTALS IN RED INCLUDE 5% PRIME CONTRACTOR MARK UP

High early up charge total \$70.00 Beach **\$73.50**

Manhole lid \$500.00/install \$200.00=\$700.00 C&L material Andersonbrothers install **\$725.00**

Extra signage for Woida \$ 350.00 Warning lites (Waiting on Invoice) **\$367.50**

Scott Hendrickson
City & Township Division Manager



shendrickson@andersonbrothers.com
Direct 218-822-4846 ~ Mobile 218-820-9917
Fax 218-829-7607
11325 State Highway 210, Brainerd, MN
56401



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ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Other Business

Department Origination: Public Works

Agenda Item: Approve the Anderson Brother Construction Company of Brainerd, LLC Partial Pay Estimate No. 1 in the amount of \$175,097.34 for the 2022 Full Depth Reclamation & Reconstruction Improvements Project, Municipal Project Number 4422).

Approval Required: Simple Majority Vote

BACKGROUND

The Council awarded the construction contract for the 2022 Full Depth Reclamation & Reconstruction Improvements Project to Anderson Brother Construction Company of Brainerd, LLC on April 6, 2022 for the unit price bid of \$970,632.24. The notice to proceed was issued on April 11, 2022 and the Contractor began work on May 9, 2022. The contract includes the following project areas:

- Glory Road (1,125' west of Isle Drive to Isle Drive)
- Universal Road (Dellwood Drive to Golf Course Drive)
- Woida Road (290' west of T.H. 371 t T.H 371)
- Clearwater Road (Edgewood Drive to T.H. 371)
- Clearwater Road (T.H. 371 to Dellwood Drive)
- Edgewood Entrance (Edgewood Drive to T.H. 371)

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.

Partial Pay Estimate No. 1 is presented in the amount \$175,097.34. The payment includes the cost of unit price work completed during the last pay period.

FINANCIAL IMPLICATIONS

The Contractor has earned \$194,689.20 to date which represents 19.5% of the contract value. In accordance with the agreement, 10% of the amount earned is being retained which results in a payment of \$175,097.34.

STAFF RECOMMENDATIONS

Staff have no concerns with the work completed this period and recommend making progress payment as outlined in Partial Pay Estimate No. 1.

COUNCIL ACTION REQUESTED

MOTION to approve the Anderson Brother Construction Company of Brainerd, LLC Partial Pay Estimate No. 1 in the amount of \$175,097.34 for the 2022 Full Depth Reclamation & Reconstruction Improvements Project, Municipal Project Number 4422).

**PARTIAL PAYMENT ESTIMATE
NUMBER 1**

Item 21.

Name of Contractor:	Anderson Brothers Construction Company of Brainerd, LLC 11325 State Highway 210 Brainerd, MN 56401		
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: \$970,632.24	From:	Start
Revised:	Revised: \$998,470.40	To:	5/24/22

Description of Project:
2022 FULL DEPTH RECLAMATION AND RECONSTRUCTION IMPROVEMENTS PROJECT, MINICIPAL PROJECT NUMBER 4422

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	\$39,000.00	\$39,000.00	0.5475	\$21,352.50	0.5475	\$21,352.50
2104.502	REMOVE CASTING (SANITARY)	7	EACH	\$56.30	\$394.10	6	\$337.80	6	\$337.80
2104.502	REMOVE CATCH BASIN GRATE CASTING	21	EACH	\$90.05	\$1,891.05	15	\$1,350.75	15	\$1,350.75
2104.502	REMOVE PIPE APRON	2	EACH	\$266.40	\$532.80	2	\$532.80	2	\$532.80
2104.502	ABANDON PIPE SEWER (SANITARY)	1	LUMP SUM	\$4,795.00	\$4,795.00				
2104.502	REMOVE SIGN TYPE C	14	EACH	\$37.10	\$519.40	14	\$519.40	14	\$519.40
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	96	LIN FT	\$5.10	\$489.60	88	\$448.80	88	\$448.80
2104.503	SAWING BITUMINOS PAVEMENT (FULL DEPTH)	1428	LIN FT	\$2.85	\$4,069.80	865	\$2,465.25	865	\$2,465.25
2104.503	REMOVE SEWER PIPE (STORM) (HDPE)	67	LIN FT	\$5.35	\$358.45	67	\$358.45	67	\$358.45
2104.503	REMOVE CURB AND GUTTER	2390	LIN FT	\$2.60	\$6,214.00	2258	\$5,870.80	2258	\$5,870.80
2104.504	REMOVE CONCRETE PAVEMENT	156	SQ YD	\$6.75	\$1,053.00	131	\$884.25	131	\$884.25
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	831	SQ YD	\$2.55	\$2,119.05	873	\$2,226.15	873	\$2,226.15
2104.504	REMOVE BITUMINOUS PAVEMENT	6902	SQ YD	\$2.40	\$16,564.80	4103	\$9,847.20	4103	\$9,847.20
2104.602	SALVAGE SIGN SPECIAL (911)	4	EACH	\$26.50	\$106.00				
2104.602	RELOCATE SPRINKLER SYSTEM	3	EACH	\$1,688.45	\$5,065.35				
2105.607	EXCAVATION SPECIAL	3065	CU YD	\$14.20	\$43,523.00	390	\$5,538.00	390	\$5,538.00
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	1303	CU YD	\$32.40	\$42,217.20				
2112.619	RECLAIMED AGGREGATE BASE PREPARATION	14.8	ROAD STA	\$161.80	\$2,394.64	2.8	\$453.04	2.8	\$453.04
2123.510	COMMON LABORERS	27	HOUR	\$85.55	\$2,309.85				
2123.610	SKID LOADER	27	HOUR	\$110.90	\$2,994.30				
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	27	HOUR	\$174.50	\$4,711.50				
2215.504	FULL DEPTH RECLAMATION	7565	SQ YD	\$1.20	\$9,078.00	7092	\$8,510.40	7092	\$8,510.40
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	665	SQ YD	\$39.60	\$26,334.00				
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:C)	3330	TON	\$73.00	\$243,090.00	484	\$35,332.00	484	\$35,332.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3:B)	1675	TON	\$69.00	\$115,575.00	253	\$17,457.00	253	\$17,457.00
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	64	LIN FT	\$85.25	\$5,456.00				
2503.602	CONNECT TO EXISTING STORM SEWER	3	EACH	\$1,811.50	\$5,434.50				
2504.602	ADJUST VALVE BOX	18	EACH	\$168.85	\$3,039.30	4	\$675.40	4	\$675.40
2506.502	CASTING ASSEMBLY (700-7)	9	EACH	\$692.65	\$6,233.85				
2506.602	CASTING ASSEMBLY (NEENAH R-3250-DVSP)	17	EACH	\$932.40	\$15,850.80	2	\$1,864.80	2	\$1,864.80
2506.602	CASTING ASSEMBLY (NEENAH R-3250-EVSP)	6	EACH	\$676.65	\$4,059.90	1	\$676.65	1	\$676.65
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	30.98	LIN FT	\$991.00	\$30,701.18				
2506.502	CONSTRUCT CONTROL STRUCTURE	1	EACH	\$5,541.15	\$5,541.15				
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	21	EACH	\$1,491.85	\$31,328.85	3	\$4,475.55	3	\$4,475.55
2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	9	EACH	\$452.90	\$4,076.10	1	\$452.90	1	\$452.90
2521.518	4" CONCRETE WALK	65	SQ FT	\$6.40	\$416.00				
2521.518	6" CONCRETE WALK	1505	SQ FT	\$8.35	\$12,566.75				
2521.518	3" BITUMINOUS WALK (RECONSTRUCTION)	6110	SQ FT	\$2.70	\$16,497.00				
2521.518	3" BITUMINOUS WALK (NEW CONSTRUCTION)	2070	SQ FT	\$3.25	\$6,727.50				
2531.501	CONCRETE CURB AND GUTTER DESIGN B612	492	LIN FT	\$24.50	\$12,054.00				
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	4832	LIN FT	\$22.40	\$108,236.80	23	\$515.20	23	\$515.20
2531.604	8" CONCRETE VALLEY GUTTER	472	SQ YD	\$84.05	\$39,671.60	8	\$672.40	8	\$672.40
2531.618	TRUNCATED DOMES	104	SQ FT	\$47.95	\$4,986.80				
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$14,600.00	\$14,600.00	0.5425	\$7,920.50	0.5425	\$7,920.50
2564.518	SIGN PANELS TYPE C	179.5	SQ FT	\$47.70	\$8,562.15	50	\$2,385.00	50	\$2,385.00
2564.602	INSTALL SIGN TYPE SPECIAL (911)	4	EACH	\$37.10	\$148.40				
2565.602	RIGID LOOP DETECTOR 6'X6'	8	EACH	\$1,054.70	\$8,437.60	4	\$4,218.80	4	\$4,218.80
2573.502	STORM DRAIN INLET PROTECTION	35	EACH	\$159.85	\$5,594.75	6	\$959.10	6	\$959.10
2573.503	SEDIMENT CONTROL LOG	3716	LIN FT	\$3.20	\$11,891.20	290	\$928.00	290	\$928.00
2574.507	SCREENED TOPSOIL BORROW	436	CU YD	\$42.00	\$18,312.00				
2574.508	FERTILIZER TYPE 3	243	POUND	\$0.95	\$230.85				
2575.505	SEEDING	0.81	ACRE	\$532.80	\$431.57				
2575.508	SEED MIXTURE 25-151	324	POUND	\$5.85	\$1,895.40				
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	3159	POUND	\$1.75	\$5,528.25				
2582.503	4" SOLID LINE PAINT	1336	LIN FT	\$0.50	\$668.00	502	\$251.00	502	\$251.00
2582.503	8" SOLID LINE PAINT	374	LIN FT	\$0.95	\$355.30				
2582.503	12" SOLID LINE PAINT	455	LIN FT	\$4.00	\$1,820.00				
2582.503	24" SOLID LINE PAINT	32	LIN FT	\$8.00	\$256.00				
2582.503	4" BROKEN LINE PAINT	400	LIN FT	\$0.50	\$200.00				
2582.503	4" DOUBLE SOLID LINE PAINT	2578	LIN FT	\$0.95	\$2,449.10				
2582.518	PAVEMENT MESSAGE PAINT	182	SQ FT	\$5.35	\$973.70	80	\$428.00	80	\$428.00
CHANGE ORDER 1									
1	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 48-4020	-27.05	LF	\$991.00	(\$26,806.55)				
2	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 60-4021	27.05	LF	\$1,491.00	\$40,331.55	27.05	\$40,331.55	27.05	\$40,331.55
3	WOIDA ROAD - 12" CONCRETE MEDIAN	772	SQ FT	\$17.03	\$13,147.16	772	\$13,147.16	772	\$13,147.16
4	WOIDA ROAD - DRAINAGE STRUCTURE COVER REPLACEMENT	1	LUMP SUM	\$725.00	\$725.00	1	\$725.00	1	\$725.00
5	WOIDA ROAD - ADDITIONAL TRAFFIC CONTROL	1	LUMP SUM	\$367.50	\$367.50	1	\$367.50	1	\$367.50
6	WOIDA ROAD - HIGH-EARLY CONCRETE	1	LUMP SUM	\$73.50	\$73.50	1	\$73.50	1	\$73.50
TOTAL:					\$998,470.40		\$194,552.60		\$194,552.60

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$194,552.60	\$194,552.60
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE)	\$19,455.26	\$19,455.26
PREVIOUS PAYMENTS	\$0.00	\$0.00
AMOUNT DUE	\$175,097.34	\$175,097.34

Estimated Percentage Completed: 19.5%

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.

CONTRACTOR: ANDERSON BROTHERS CONSTRUCTION COMPANY OF BAXTER, LLC

BY: *Scott W. Hunter*

Date: 5-26-22

APPROVED BY CITY OF BAXTER:

BY: Kelly Steele, Assistant City Administrator / City Clerk

Date: _____

APPROVED BY CITY OF BAXTER:

BY: Darrel Olson, Mayor

Date: _____

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.

ENGINEER: WIDSETH SMITH NOLTING

BY: *Alex D. Bitter*
Alex D. Bitter, P.E.

Date: 05-26-2022

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY: _____

Date: _____

**PARTIAL PAY ESTIMATE 1 - ATTACHMENT /
2022 FULL DEPTH RECLAMATION AND RECONSTRUCTION IMPROVEMENTS
PROJECT, MINICIPAL PROJECT NUMBER 4422
Tuesday, May 24, 2022**

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	GLORY ROAD IMPROVEMENTS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021 501	MOBILIZATION	LUMP SUM	\$39,000.00	0.37	\$14,430.00	0.185	\$7,215.00	0.185	\$7,215.00
2	2104 502	REMOVE CASTING (SANITARY)	EACH	\$56.30	3	\$168.90	3	\$168.90	3	\$168.90
3	2104 502	REMOVE CATCH BASIN GRATE CASTING	EACH	\$90.05	4	\$360.20	4	\$360.20	4	\$360.20
4	2104 502	REMOVE PIPE APRON	EACH	\$266.40	2	\$532.80	2	\$532.80	2	\$532.80
5	2104 502	ABANDON PIPE SEWER (SANITARY)	LUMP SUM	\$4,795.00	1	\$4,795.00				
6	2104 502	REMOVE SIGN TYPE C	EACH	\$37.10	5	\$185.50	5	\$185.50	5	\$185.50
7	2104 503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.10	10	\$51.00	10	\$51.00	10	\$51.00
8	2104 503	SAWING BITUMINOS PAVEMENT (FULL DEPTH)	LIN FT	\$2.85	130	\$370.50	143	\$407.55	143	\$407.55
9	2104 503	REMOVE SEWER PIPE (STORM) (HDPE)	LIN FT	\$5.35	67	\$358.45	67	\$358.45	67	\$358.45
10	2104 503	REMOVE CURB AND GUTTER	LIN FT	\$2.60	2070	\$5,382.00	1921	\$4,994.60	1921	\$4,994.60
11	2104 504	REMOVE CONCRETE PAVEMENT	SQ YD	\$6.75	56	\$376.00	44	\$297.00	44	\$297.00
12	2104 504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$2.55	138	\$351.90	180	\$459.00	180	\$459.00
13	2104 504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$2.40	795	\$1,908.00	796	\$1,910.40	796	\$1,910.40
14	2104 602	SALVAGE SIGN SPECIAL (911)	EACH	\$26.50	2	\$53.00				
15	2104 602	RELOCATE SPRINKLER SYSTEM	EACH	\$1,688.45	3	\$5,065.35				
16	2105 607	EXCAVATION SPECIAL	CU YD	\$14.20	960	\$13,632.00				
17	2211 507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$32.40						
18	2112 619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$161.80	12	\$1,941.60				
19	2123 510	COMMON LABORERS	HOUR	\$85.55	7	\$598.85				
20	2123 610	SKID LOADER	HOUR	\$110.90	7	\$776.30				
21	2123 610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$174.50	6	\$1,047.00				
22	2115 504	FULL DEPTH RECLAMATION	SQ YD	\$1.20	5225	\$6,270.00	4752	\$5,702.40	4752	\$5,702.40
23	2302 604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$39.60	315	\$12,474.00				
24	2380 509	TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)	TON	\$73.00	1185	\$86,505.00				
25	2380 509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.B)	TON	\$69.00	595	\$41,055.00				
26	2503 503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$85.25						
27	2503 602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,811.50						
28	2504 602	ADJUST VALVE BOX	EACH	\$168.85	5	\$844.25				
29	2506 502	CASTING ASSEMBLY (700-7)	EACH	\$692.65	3	\$2,077.95				
30	2506 602	CASTING ASSEMBLY (NEENAH R-3250-DVSP)	EACH	\$932.40	3	\$2,797.20				
31	2506 602	CASTING ASSEMBLY (NEENAH R-3250-EVSP)	EACH	\$676.65	1	\$676.65				
32	2506 502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$901.00						
33	2506 502	CONSTRUCT CONTROL STRUCTURE	EACH	\$5,541.15						
34	2506 602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$1,491.85	4	\$5,967.40				
35	2506 602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$452.90	3	\$1,358.70				
36	2521 518	4" CONCRETE WALK	SQ FT	\$6.40	65	\$416.00				
37	2521 518	6" CONCRETE WALK	SQ FT	\$8.35	1505	\$12,566.75				
38	2521 518	3" BITUMINOUS WALK (RECONSTRUCTION)	SQ FT	\$2.70	6110	\$16,497.00				
39	2521 518	3" BITUMINOUS WALK (NEW CONSTRUCTION)	SQ FT	\$3.25	2070	\$6,727.50				
40	2531 501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$24.50						
41	2531 501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$22.40	2885	\$64,624.00				
42	2531 604	8" CONCRETE VALLEY GUTTER	SQ YD	\$84.05	155	\$13,027.75				
43	2531 618	TRUNCATED DOMES	SQ FT	\$47.95	104	\$4,986.80				
44	2583 601	TRAFFIC CONTROL	LUMP SUM	\$14,800.00	0.37	\$5,402.00	0.185	\$2,701.00	0.185	\$2,701.00
45	2584 518	SIGN PANELS TYPE C	SQ FT	\$47.70	61.5	\$2,933.55				
46	2584 602	INSTALL SIGN TYPE SPECIAL (911)	EACH	\$37.10	2	\$74.20				
47	2565 602	RIGID LOOP DETECTOR 6'X6'	EACH	\$1,054.70						
48	2573 502	STORM DRAIN INLET PROTECTION	EACH	\$159.85	4	\$639.40				
49	2573 503	SEDIMENT CONTROL LOG	LIN FT	\$3.20	1584	\$5,068.80				
50	2574 507	SCREENED TOPSOIL BORROW	CU YD	\$42.00	215	\$9,030.00				
51	2574 508	FERTILIZER TYPE 3	POUND	\$3.95	120	\$474.00				
52	2575 505	SEEDING	ACRE	\$532.80	0.4	\$213.12				
53	2575 508	SEED MIXTURE 25-151	POUND	\$5.85	160	\$936.00				
54	2575 508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$1.75	1560	\$2,730.00				
55	2582 503	4" SOLID LINE PAINT	LIN FT	\$0.50	361	\$180.50				
56	2582 503	8" SOLID LINE PAINT	LIN FT	\$0.95	218	\$207.10				
57	2582 503	12" SOLID LINE PAINT	LIN FT	\$4.00	455	\$1,820.00				
58	2582 503	24" SOLID LINE PAINT	LIN FT	\$8.00						
59	2582 503	4" BROKEN LINE PAINT	LIN FT	\$0.50	310	\$155.00				
60	2582 503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.95	1812	\$1,721.40				
61	2582 518	PAVEMENT MESSAGE PAINT	SQ FT	\$5.35	102	\$545.70				
CHANGE ORDER 1										
1	-	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 48-4020	LF	\$991.00						
2	-	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 60-4021	LF	\$1,491.00						
3	-	WOIDA ROAD - 12" CONCRETE MEDIAN	SQ FT	\$17.03						
4	-	WOIDA ROAD - DRAINAGE STRUCTURE COVER REPLACEMENT	LUMP SUM	\$725.00						
5	-	WOIDA ROAD - ADDITIONAL TRAFFIC CONTROL	LUMP SUM	\$367.50						
6	-	WOIDA ROAD - HIGH-EARLY CONCRETE	LUMP SUM	\$73.50						
TOTALS:						\$363,029.07		\$25,343.80		\$25,343.80
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE):								\$2,534.38		\$2,534.38
PREVIOUS PAYMENTS										\$0.00
AMOUNT DUE:								\$22,809.42		\$22,809.42

PARTIAL PAY ESTIMATE 1 - ATTACHMENT A
2022 FULL DEPTH RECLAMATION AND RECONSTRUCTION IMPROVEMENTS
PROJECT, MINICIPAL PROJECT NUMBER 4422
Tuesday, May 24, 2022

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	2021.501	MOBILIZATION	LUMP SUM	\$39,000.00
2	2104.502	REMOVE CASTING (SANITARY)	EACH	\$56.30
3	2104.502	REMOVE CATCH BASIN GRATE CASTING	EACH	\$90.05
4	2104.502	REMOVE PIPE APRON	EACH	\$266.40
5	2104.502	ABANDON PIPE SEWER (SANITARY)	LUMP SUM	\$4,795.00
6	2104.502	REMOVE SIGN TYPE C	EACH	\$37.10
7	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.10
8	2104.503	SAWING BITUMINOS PAVEMENT (FULL DEPTH)	LIN FT	\$2.85
9	2104.503	REMOVE SEWER PIPE (STORM) (HDPE)	LIN FT	\$5.35
10	2104.503	REMOVE CURB AND GUTTER	LIN FT	\$2.60
11	2104.504	REMOVE CONCRETE PAVEMENT	SO YD	\$6.75
12	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SO YD	\$2.55
13	2104.504	REMOVE BITUMINOUS PAVEMENT	SO YD	\$2.40
14	2104.602	SALVAGE SIGN SPECIAL (Ø11)	EACH	\$28.50
15	2104.602	RELOCATE SPRINKLER SYSTEM	EACH	\$1,688.45
16	2105.607	EXCAVATION SPECIAL	CU YD	\$14.20
17	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$32.40
18	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$161.80
19	2123.510	COMMON LABORERS	HOURL	\$85.55
20	2123.610	SKID LOADER	HOURL	\$110.90
21	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$174.50
22	2215.504	FULL DEPTH RECLAMATION	SO YD	\$1.20
23	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SO YD	\$39.60
24	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:C)	TON	\$73.00
25	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3:B)	TON	\$69.00
26	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$85.25
27	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,811.50
28	2504.602	ADJUST VALVE BOX	EACH	\$168.85
29	2506.502	CASTING ASSEMBLY (700-7)	EACH	\$692.65
30	2506.602	CASTING ASSEMBLY (NEENAH R-3250-DVSP)	EACH	\$932.40
31	2506.602	CASTING ASSEMBLY (NEENAH R-3250-EVSP)	EACH	\$676.65
32	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$991.00
33	2506.502	CONSTRUCT CONTROL STRUCTURE	EACH	\$5,541.15
34	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$1,491.85
35	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$452.90
36	2521.518	4" CONCRETE WALK	SQ FT	\$6.40
37	2521.518	6" CONCRETE WALK	SQ FT	\$8.35
38	2521.518	3" BITUMINOUS WALK (RECONSTRUCTION)	SQ FT	\$2.70
39	2521.518	3" BITUMINOUS WALK (NEW CONSTRUCTION)	SQ FT	\$3.25
40	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$24.50
41	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$22.40
42	2531.604	8" CONCRETE VALLEY GUTTER	SO YD	\$94.05
43	2531.618	TRUNCATED DOMES	SO FT	\$47.95
44	2563.601	TRAFFIC CONTROL	LUMP SUM	\$14,600.00
45	2564.518	SIGN PANELS TYPE C	SO FT	\$47.70
46	2564.602	INSTALL SIGN TYPE SPECIAL (Ø11)	EACH	\$37.10
47	2565.602	RIGID LOOP DETECTOR 6'X6'	EACH	\$1,054.70
48	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$159.85
49	2573.503	SEDIMENT CONTROL LOG	LIN FT	\$3.20
50	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$42.00
51	2574.508	FERTILIZER TYPE 3	POUND	\$0.95
52	2575.505	SEEDING	ACRE	\$532.80
53	2575.508	SEED MIXTURE 25-151	POUND	\$5.85
54	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$1.75
55	2582.503	4" SOLID LINE PAINT	LIN FT	\$0.50
56	2582.503	8" SOLID LINE PAINT	LIN FT	\$0.95
57	2582.503	12" SOLID LINE PAINT	LIN FT	\$4.00
58	2582.503	24" SOLID LINE PAINT	LIN FT	\$8.00
59	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.50
60	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.95
61	2582.518	PAVEMENT MESSAGE PAINT	SQ FT	\$5.35
CHANGE ORDER 1				
1	-	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 48-4020	LF	\$991.00
2	-	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 60-4021	LF	\$1,491.00
3	-	WOIDA ROAD - 12" CONCRETE MEDIAN	SO FT	\$17.03
4	-	WOIDA ROAD - DRAINAGE STRUCTURE COVER REPLACEMENT	LUMP SUM	\$725.00
5	-	WOIDA ROAD - ADDITIONAL TRAFFIC CONTROL	LUMP SUM	\$367.50
6	-	WOIDA ROAD - HIGH-EARLY CONCRETE	LUMP SUM	\$73.50

UNIVERSAL DRIVE IMPROVEMENTS					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.35	\$13,650.00	0.2625	\$10,237.50	0.2625	\$10,237.50
2	\$112.60	2	\$112.60	2	\$112.60
9	\$810.45	8	\$720.40	8	\$720.40
2	\$74.20	2	\$74.20	2	\$74.20
43	\$219.30	57	\$290.70	57	\$290.70
340	\$969.00	437	\$1,245.45	437	\$1,245.45
240	\$624.00	314	\$816.40	314	\$816.40
693	\$1,767.15	693	\$1,767.15	693	\$1,767.15
3307	\$7,936.80	3307	\$7,936.80	3307	\$7,936.80
2	\$53.00				
1100	\$15,620.00				
845	\$27,378.00				
5	\$427.75				
5	\$554.50				
6	\$1,047.00				
350	\$13,860.00				
965	\$70,445.00				
485	\$33,465.00				
64	\$5,456.00				
3	\$5,434.50				
3	\$506.55				
2	\$1,385.30				
7	\$6,526.80				
4	\$2,708.60				
30.98	\$30,701.18				
1	\$5,541.15				
9	\$13,426.65				
2	\$905.80				
492	\$12,054.00				
1787	\$40,028.80				
305	\$25,635.25				
0.35	\$5,110.00	0.2625	\$3,832.50	0.2625	\$3,832.50
18	\$858.60				
2	\$74.20				
19	\$3,037.15				
2132	\$6,822.40	290	\$928.00	290	\$928.00
199	\$8,358.00				
111	\$105.45				
0.37	\$197.14				
148	\$865.80				
1443	\$2,525.25				
32	\$256.00				
90	\$45.00				
750	\$712.50				
-27.05	-\$26,806.55				
27.05	\$40,331.55	27.05	\$40,331.55	27.05	\$40,331.55

TOTALS:	\$381,814.82	\$68,293.25	\$68,293.25
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE):		\$6,829.33	\$6,829.33
PREVIOUS PAYMENTS			\$0.00
AMOUNT DUE:		\$61,463.93	\$61,463.93

PARTIAL PAY ESTIMATE 1 - ATTACHMENT A
2022 FULL DEPTH RECLAMATION AND RECONSTRUCTION IMPROVEMENTS
PROJECT, MINICIPAL PROJECT NUMBER 4422
Tuesday, May 24, 2022

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	2021.501	MOBILIZATION	LUMP SUM	\$39,000.00
2	2104.502	REMOVE CASTING (SANITARY)	EACH	\$56.30
3	2104.502	REMOVE CATCH BASIN GRATE CASTING	EACH	\$90.05
4	2104.502	REMOVE PIPE APRON	EACH	\$266.40
5	2104.502	ABANDON PIPE SEWER (SANITARY)	LUMP SUM	\$4,795.00
6	2104.502	REMOVE SIGN TYPE C	EACH	\$37.10
7	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.10
8	2104.503	SAWING BITUMINOS PAVEMENT (FULL DEPTH)	LIN FT	\$2.85
9	2104.503	REMOVE SEWER PIPE (STORM) (HDPE)	LIN FT	\$5.35
10	2104.503	REMOVE CURB AND GUTTER	LIN FT	\$2.60
11	2104.504	REMOVE CONCRETE PAVEMENT	SO YD	\$6.75
12	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SO YD	\$2.55
13	2104.504	REMOVE BITUMINOUS PAVEMENT	SO YD	\$2.40
14	2104.602	SALVAGE SIGN SPECIAL (Ø11)	EACH	\$28.50
15	2104.602	RELOCATE SPRINKLER SYSTEM	EACH	\$1,688.45
16	2105.607	EXCAVATION SPECIAL	CU YD	\$14.20
17	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$32.40
18	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$161.80
19	2123.510	COMMON LABORERS	HOURL	\$85.55
20	2123.610	SKID LOADER	HOURL	\$110.90
21	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$174.50
22	2215.504	FULL DEPTH RECLAMATION	SO YD	\$1.20
23	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SO YD	\$39.60
24	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:1)	TON	\$73.00
25	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3:1)	TON	\$69.00
26	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$85.25
27	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,811.50
28	2504.602	ADJUST VALVE BOX	EACH	\$168.85
29	2506.502	CASTING ASSEMBLY (700-7)	EACH	\$692.65
30	2506.602	CASTING ASSEMBLY (NEENAH R-3250-DVSP)	EACH	\$932.40
31	2506.602	CASTING ASSEMBLY (NEENAH R-3250-EVSP)	EACH	\$676.65
32	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$991.00
33	2506.502	CONSTRUCT CONTROL STRUCTURE	EACH	\$5,541.15
34	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$1,491.85
35	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$452.90
36	2521.518	4" CONCRETE WALK	SO FT	\$6.40
37	2521.518	6" CONCRETE WALK	SO FT	\$8.35
38	2521.518	3" BITUMINOUS WALK (RECONSTRUCTION)	SO FT	\$2.70
39	2521.518	3" BITUMINOUS WALK (NEW CONSTRUCTION)	SO FT	\$3.25
40	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$24.50
41	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$22.40
42	2531.604	8" CONCRETE VALLEY GUTTER	SO YD	\$94.05
43	2531.618	TRUNCATED DOMES	SO FT	\$47.95
44	2563.601	TRAFFIC CONTROL	LUMP SUM	\$14,600.00
45	2564.518	SIGN PANELS TYPE C	SO FT	\$47.70
46	2564.602	INSTALL SIGN TYPE SPECIAL (Ø11)	EACH	\$37.10
47	2565.602	RIGID LOOP DETECTOR 6'X6'	EACH	\$1,054.70
48	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$159.85
49	2573.503	SEDIMENT CONTROL LOG	LIN FT	\$3.20
50	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$42.00
51	2574.508	FERTILIZER TYPE 3	POUND	\$0.95
52	2575.505	SEEDING	ACRE	\$532.80
53	2575.508	SEED MIXTURE 25-151	POUND	\$5.85
54	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$1.75
55	2582.503	4" SOLID LINE PAINT	LIN FT	\$0.50
56	2582.503	8" SOLID LINE PAINT	LIN FT	\$0.95
57	2582.503	12" SOLID LINE PAINT	LIN FT	\$4.00
58	2582.503	24" SOLID LINE PAINT	LIN FT	\$8.00
59	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.50
60	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.95
61	2582.518	PAVEMENT MESSAGE PAINT	SO FT	\$5.35
CHANGE ORDER 1				
1	-	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 48-4020	LF	\$991.00
2	-	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 60-4021	LF	\$1,491.00
3	-	WOIDA ROAD - 12" CONCRETE MEDIAN	SO FT	\$17.03
4	-	WOIDA ROAD - DRAINAGE STRUCTURE COVER REPLACEMENT	LUMP SUM	\$725.00
5	-	WOIDA ROAD - ADDITIONAL TRAFFIC CONTROL	LUMP SUM	\$367.50
6	-	WOIDA ROAD - HIGH-EARLY CONCRETE	LUMP SUM	\$73.50

WOIDA ROAD IMPROVEMENTS					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.1	\$3,900.00	0.1	\$3,900.00	0.1	\$3,900.00
1	\$56.30	1	\$56.30	1	\$56.30
3	\$270.15	3	\$270.15	3	\$270.15
7	\$259.70	7	\$259.70	7	\$259.70
21	\$107.10	21	\$107.10	21	\$107.10
283	\$806.55	285	\$812.25	285	\$812.25
40	\$104.00	23	\$59.80	23	\$59.80
100	\$675.00	87	\$587.25	87	\$587.25
390	\$5,538.00	390	\$5,538.00	390	\$5,538.00
2.8	\$453.04	2.8	\$453.04	2.8	\$453.04
5	\$427.75	5	\$427.75	5	\$427.75
5	\$554.50	5	\$554.50	5	\$554.50
2340	\$2,808.00	2340	\$2,808.00	2340	\$2,808.00
545	\$39,785.00	464	\$35,332.00	464	\$35,332.00
275	\$18,975.00	253	\$17,457.00	253	\$17,457.00
4	\$675.40	4	\$675.40	4	\$675.40
1	\$692.65	1	\$692.65	1	\$692.65
2	\$1,864.80	2	\$1,864.80	2	\$1,864.80
1	\$676.65	1	\$676.65	1	\$676.65
3	\$4,475.55	3	\$4,475.55	3	\$4,475.55
1	\$452.90	1	\$452.90	1	\$452.90
80	\$1,792.00	23	\$515.20	23	\$515.20
12	\$1,008.60	8	\$672.40	8	\$672.40
0.1	\$1,460.00	0.095	\$1,387.00	0.095	\$1,387.00
50	\$2,385.00	50	\$2,385.00	50	\$2,385.00
8	\$8,437.60	4	\$4,218.80	4	\$4,218.80
7	\$1,118.95	6	\$959.10	6	\$959.10
6	\$252.00	6	\$252.00	6	\$252.00
3	\$2.85	3	\$2.85	3	\$2.85
0.01	\$5.33	4	\$23.40	4	\$23.40
39	\$68.25	39	\$68.25	39	\$68.25
525	\$262.50	502	\$251.00	502	\$251.00
0	\$8.00	32	\$256.00	32	\$256.00
80	\$428.00	80	\$428.00	80	\$428.00
772	\$13,147.16	772	\$13,147.16	772	\$13,147.16
1	\$725.00	1	\$725.00	1	\$725.00
1	\$367.50	1	\$367.50	1	\$367.50
1	\$73.50	1	\$73.50	1	\$73.50

TOTALS:	\$115,996.18	\$101,171.55	\$100,915.55
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE):		\$10,117.16	\$10,091.56
PREVIOUS PAYMENTS			\$0.00
AMOUNT DUE:		\$91,054.40	\$90,824.00

PARTIAL PAY ESTIMATE 1 - ATTACHMENT /
2022 FULL DEPTH RECLAMATION AND RECONSTRUCTION IMPROVEMENTS
PROJECT, MINICIPAL PROJECT NUMBER 4422
Tuesday, May 24, 2022

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TH 371 FRONTAGE ROAD INTERSECTIONS							
					CONTRACT		THIS PERIOD		TOTAL TO DATE		CONT	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		QUANTITY
1	2021.501	MOBILIZATION	LUMP SUM	\$39,000.00								1
2	2104.502	REMOVE CASTING (SANITARY)	EACH	\$56.30	0.18	\$7,020.00						7
3	2104.502	REMOVE CATCH BASIN GRATE CASTING	EACH	\$90.05	1	\$56.30						21
4	2104.502	REMOVE PIPE APRON	EACH	\$266.40	5	\$450.25						2
5	2104.502	ABANDON PIPE SEWER (SANITARY)	LUMP SUM	\$4,795.00								1
6	2104.502	REMOVE SIGN TYPE C	EACH	\$37.10								14
7	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.10	22	\$112.20						96
8	2104.503	SAWING BITUMINOS PAVEMENT (FULL DEPTH)	LIN FT	\$2.85	675	\$1,923.75						1428
9	2104.503	REMOVE SEWER PIPE (STORM) (HDPE)	LIN FT	\$5.35								67
10	2104.503	REMOVE CURB AND GUTTER	LIN FT	\$2.60	40	\$104.00						2390
11	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$6.75								156
12	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$2.55								831
13	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$2.40	2800	\$6,720.00						6902
14	2104.602	SALVAGE SIGN SPECIAL (911)	EACH	\$28.50								4
15	2104.602	RELOCATE SPRINKLER SYSTEM	EACH	\$1,688.45								3
16	2105.607	EXCAVATION SPECIAL	CU YD	\$14.20	615	\$8,733.00						3065
17	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$32.40	458	\$14,839.20						1303
18	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$161.80								14.8
19	2123.510	COMMON LABORERS	HOUR	\$85.55	10	\$855.50						27
20	2123.610	SKID LOADER	HOUR	\$110.90	10	\$1,109.00						27
21	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$174.50	10	\$1,745.00						27
22	2215.604	FULL DEPTH RECLAMATION	SQ YD	\$1.20								7565
23	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$39.60								665
24	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)	TON	\$73.00	635	\$46,355.00						3330
25	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.B)	TON	\$69.00	320	\$22,080.00						1675
26	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$85.25								64
27	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,811.50								3
28	2504.602	ADJUST VALVE BOX	EACH	\$168.85	6	\$1,013.10						18
29	2506.502	CASTING ASSEMBLY (700-7)	EACH	\$692.65	3	\$2,077.95						9
30	2506.602	CASTING ASSEMBLY (NENEAH R-3250-DVSP)	EACH	\$932.40	5	\$4,662.00						17
31	2506.602	CASTING ASSEMBLY (NENEAH R-3030-EVSP)	EACH	\$676.65								6
32	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$991.00								30.98
33	2506.502	CONSTRUCT CONTROL STRUCTURE	EACH	\$5,541.15								1
34	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$1,491.85	5	\$7,459.25						21
35	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$452.90	3	\$1,358.70						9
36	2521.518	4" CONCRETE WALK	SQ FT	\$6.40								65
37	2521.518	6" CONCRETE WALK	SQ FT	\$8.35								1505
38	2521.518	3" BITUMINOUS WALK (RECONSTRUCTION)	SQ FT	\$2.70								6110
39	2521.518	3" BITUMINOUS WALK (NEW CONSTRUCTION)	SQ FT	\$3.25								2070
40	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$24.50								462
41	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$22.40	80	\$1,792.00						4632
42	2531.604	9" CONCRETE VALLEY GUTTER	SQ YD	\$84.05								472
43	2531.618	TRUNCATED DOMES	SQ FT	\$47.95								104
44	2563.601	TRAFFIC CONTROL	LUMP SUM	\$14,600.00	0.18	\$2,628.00						1
45	2564.518	SIGN PANELS TYPE C	SQ FT	\$47.70	50	\$2,385.00						179.5
46	2564.602	INSTALL SIGN TYPE SPECIAL (911)	EACH	\$37.10								4
47	2565.602	RIGID LOOP DETECTOR 6X6"	EACH	\$1,054.70								8
48	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$159.85	5	\$799.25						35
49	2573.503	SEDIMENT CONTROL LOG	LIN FT	\$3.20								3716
50	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$42.00	16	\$672.00						436
51	2574.508	FERTILIZER TYPE 3	POUND	\$0.95	9	\$8.55						243
52	2575.505	SEEDING	ACRE	\$532.80	0.03	\$15.98						0.81
53	2575.508	SEED MIXTURE 25-151	POUND	\$5.85	12	\$70.20						324
54	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$1.75	117	\$204.75						3159
55	2582.503	4" SOLID LINE PAINT	LIN FT	\$0.50	450	\$225.00						1336
56	2582.503	8" SOLID LINE PAINT	LIN FT	\$0.95	156	\$148.20						374
57	2582.503	12" SOLID LINE PAINT	LIN FT	\$4.00								455
58	2582.503	24" SOLID LINE PAINT	LIN FT	\$8.00								32
59	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.50								400
60	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.95	16	\$15.20						2578
61	2582.518	PAVEMENT MESSAGE PAINT	SQ FT	\$5.35								182
CHANGE ORDER 1												
1	-	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 48-4020	LF	\$991.00								-27.05
2	-	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 60-4021	LF	\$1,491.00								27.05
3	-	WOIDA ROAD - 12" CONCRETE MEDIAN	SQ FT	\$17.03								772
4	-	WOIDA ROAD - DRAINAGE STRUCTURE COVER REPLACEMENT	LUMP SUM	\$725.00								1
5	-	WOIDA ROAD - ADDITIONAL TRAFFIC CONTROL	LUMP SUM	\$367.50								1
6	-	WOIDA ROAD - HIGH-EARLY CONCRETE	LUMP SUM	\$73.50								1
TOTALS:						\$137,638.33		\$0.00		\$0.00		
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE):								\$0.00		\$0.00		
PREVIOUS PAYMENTS								\$0.00		\$0.00		
AMOUNT DUE:								\$0.00		\$0.00		

PARTIAL PAY ESTIMATE 1 - ATTACHMENT /
2022 FULL DEPTH RECLAMATION AND RECONSTRUCTION IMPROVEMENTS
PROJECT, MINICIPAL PROJECT NUMBER 4422
Tuesday, May 24, 2022

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS				
					AMOUNT	THIS PERIOD		TOTAL TO DATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	\$39,000.00	\$39,000.00				
2	2104.502	REMOVE CASTING (SANITARY)	EACH	\$56.30	\$394.10	0.5475	\$21,352.50	0.5475	\$21,352.50
3	2104.502	REMOVE CATCH BASIN GRATE CASTING	EACH	\$90.05	\$1,891.05	15	\$1,350.75	15	\$1,350.75
4	2104.502	REMOVE PIPE APRON	EACH	\$266.40	\$532.80	2	\$532.80	2	\$532.80
5	2104.502	ABANDON PIPE SEWER (SANITARY)	LUMP SUM	\$4,795.00	\$4,795.00				
6	2104.502	REMOVE SIGN TYPE C	EACH	\$37.10	\$519.40	14	\$519.40	14	\$519.40
7	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.10	\$489.60	88	\$448.80	88	\$448.80
8	2104.503	SAWING BITUMINOS PAVEMENT (FULL DEPTH)	LIN FT	\$2.85	\$4,069.80	865	\$2,465.25	865	\$2,465.25
9	2104.503	REMOVE SEWER PIPE (STORM) (HDPE)	LIN FT	\$5.35	\$358.45	67	\$358.45	67	\$358.45
10	2104.503	REMOVE CURB AND GUTTER	LIN FT	\$2.60	\$6,214.00	2258	\$5,870.80	2258	\$5,870.80
11	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$6.75	\$1,053.00	131	\$884.25	131	\$884.25
12	2104.504	REMOVE BITUMINIOUS DRIVEWAY PAVEMENT	SQ YD	\$2.55	\$2,119.05	873	\$2,226.15	873	\$2,226.15
13	2104.504	REMOVE BITUMINIOUS PAVEMENT	SQ YD	\$2.40	\$16,584.80	4103	\$9,847.20	4103	\$9,847.20
14	2104.602	SALVAGE SIGN SPECIAL (811)	EACH	\$26.50	\$106.00				
15	2104.602	RELOCATE SPRINKLER SYSTEM	EACH	\$1,688.45	\$5,065.35				
16	2105.607	EXCAVATION SPECIAL	CU YD	\$14.20	\$43,523.00	390	\$5,538.00	390	\$5,538.00
17	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$32.40	\$42,217.20				
18	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$181.80	\$2,394.64	2.8	\$453.04	2.8	\$453.04
19	2123.510	COMMON LABORERS	HR	\$85.55	\$2,309.85				
20	2123.610	SKID LOADER	HR	\$110.90	\$2,994.30				
21	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HR	\$174.50	\$4,711.50				
22	2215.604	FULL DEPTH RECLAMATION	SQ YD	\$1.20	\$9,078.00	7092	\$8,510.40	7092	\$8,510.40
23	2302.604	BITUMINIOUS DRIVEWAY REPLACEMENT	SQ YD	\$39.60	\$26,334.00				
24	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3/C)	TON	\$73.00	\$243,090.00	484	\$35,332.00	484	\$35,332.00
25	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3/B)	TON	\$69.00	\$115,575.00	253	\$17,457.00	253	\$17,457.00
26	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$85.25	\$5,456.00				
27	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,811.50	\$5,434.50				
28	2504.602	ADJUST VALVE BOX	EACH	\$188.85	\$3,039.30	4	\$675.40	4	\$675.40
29	2506.502	CASTING ASSEMBLY (700-7)	EACH	\$692.65	\$6,233.85				
30	2506.602	CASTING ASSEMBLY (NEENAH R-3250-DVSP)	EACH	\$932.40	\$15,850.80	2	\$1,864.80	2	\$1,864.80
31	2506.602	CASTING ASSEMBLY (NEENAH R-3250-EVSP)	EACH	\$678.65	\$4,059.90	1	\$678.65	1	\$678.65
32	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$991.00	\$30,701.18				
33	2506.502	CONSTRUCT CONTROL STRUCTURE	EACH	\$5,541.15	\$5,541.15				
34	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$1,491.85	\$31,328.85	3	\$4,475.55	3	\$4,475.55
35	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$452.90	\$4,076.10	1	\$452.90	1	\$452.90
36	2521.518	4" CONCRETE WALK	SQ FT	\$6.40	\$416.00				
37	2521.518	6" CONCRETE WALK	SQ FT	\$8.35	\$12,566.75				
38	2521.518	3" BITUMINIOUS WALK (RECONSTRUCTION)	SQ FT	\$2.70	\$16,497.00				
39	2521.518	3" BITUMINIOUS WALK (NEW CONSTRUCTION)	SQ FT	\$3.25	\$6,727.50				
40	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$24.50	\$12,054.00				
41	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$22.40	\$108,236.80	23	\$515.20	23	\$515.20
42	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$84.05	\$39,671.60	8	\$672.40	8	\$672.40
43	2531.618	TRUNCATED DOMES	SQ FT	\$47.95	\$4,986.80				
44	2563.601	TRAFFIC CONTROL	LUMP SUM	\$14,600.00	\$14,600.00	0.5425	\$7,920.50	0.5425	\$7,920.50
45	2564.518	SIGN PANELS TYPE C	SQ FT	\$47.70	\$8,562.15	50	\$2,385.00	50	\$2,385.00
46	2564.602	INSTALL SIGN TYPE SPECIAL (811)	EACH	\$37.10	\$148.40				
47	2565.602	RIGID LOOP DETECTOR 6'X6'	EACH	\$1,054.70	\$8,437.60	4	\$4,218.80	4	\$4,218.80
48	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$159.85	\$5,594.75	6	\$959.10	6	\$959.10
49	2573.503	SEDIMENT CONTROL LOG	LIN FT	\$3.20	\$11,891.20	290	\$928.00	290	\$928.00
50	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$42.00	\$18,312.00				
51	2574.508	FERTILIZER TYPE 3	POUND	\$9.95	\$230.85				
52	2575.505	SEEDING	ACRE	\$532.80	\$431.57				
53	2575.508	SEED MIXTURE 25-151	POUND	\$5.85	\$1,895.40				
54	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$1.75	\$5,528.25				
55	2582.503	4" SOLID LINE PAINT	LIN FT	\$0.50	\$668.00	502	\$251.00	502	\$251.00
56	2582.503	8" SOLID LINE PAINT	LIN FT	\$0.95	\$355.30				
57	2582.503	12" SOLID LINE PAINT	LIN FT	\$4.00	\$1,820.00				
58	2582.503	24" SOLID LINE PAINT	LIN FT	\$8.00	\$256.00	32	\$256.00		
59	2582.503	4" BROKEN LINE PAINT	LIN FT	\$0.50	\$200.00				
60	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.95	\$2,449.10				
61	2582.518	PAVEMENT MESSAGE PAINT	SQ FT	\$5.35	\$973.70	80	\$428.00	80	\$428.00
CHANGE ORDER 1									
1	-	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 48-4020	LF	\$991.00	\$26,806.55				
2	-	UNIVERSAL ROAD - DRAINAGE STRUCTURE DESIGN 60-4021	LF	\$1,491.00	\$4,331.55	27.05	\$40,331.55	27.05	\$40,331.55
3	-	WOIDA ROAD - 12" CONCRETE MEDIAN	SQ FT	\$17.03	\$13,147.16	772	\$13,147.16	772	\$13,147.16
4	-	WOIDA ROAD - DRAINAGE STRUCTURE COVER REPLACEMENT	LUMP SUM	\$725.00	\$725.00	1	\$725.00	1	\$725.00
5	-	WOIDA ROAD - ADDITIONAL TRAFFIC CONTROL	LUMP SUM	\$367.50	\$367.50	1	\$367.50	1	\$367.50
6	-	WOIDA ROAD - HIGH-EARLY CONCRETE	LUMP SUM	\$73.50	\$73.50	1	\$73.50	1	\$73.50
TOTALS:					\$998,470.40		\$194,806.60		\$194,552.60
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE):							\$19,480.86		\$19,455.26
PREVIOUS PAYMENTS									\$0.00
AMOUNT DUE:							\$175,327.74		\$175,097.34



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Tom's Backhoe Service, Inc. Partial Pay Estimate No. 3 (Final) in the amount of \$2,579.51 for the Lift Station No. 14 Reconstruction Project.

Approval Required: Simple Majority Vote

BACKGROUND

The Council awarded the construction contract for the Lift Station No. 14 Reconstruction project to Tom's Backhoe Service, Inc. on June 20, 2021 for the lump sum bid of \$84,500.00. The notice to proceed was issued on August 4, 2021 and the Contractor began work in early October 2021. The contract includes the reconstruction of Lift Station No. 14.

Article 15 of the Standard General Conditions of the Construction Contract outlines the process for making progress payments to the Contractor. Progress payments for lump sum contracts are based on percent completion of the schedule of values 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 3 – Final is presented in the amount \$2,579.51. The project is complete, and payment includes the release of the remaining retainage.

FINANCIAL IMPLICATIONS

The Contractor has earned \$85,983.65 to date which represents 100% of the revised contract value after the approval of Change Order No. 2. The work is complete and has been accepted by the Engineer and City staff. Final payment in the amount of \$2,579.51 represents release of the remaining retainage on the project.

STAFF RECOMMENDATIONS

The project was reviewed by the Engineer and City staff and was determined to be complete and ready for final payment. Staff recommends making final payment as outlined in Pay Estimate 3 – Final.

COUNCIL ACTION REQUESTED

Motion to Approve the Tom's Backhoe Service, Inc. Pay Estimate 3 – Final in the amount of \$2,579.51 for the Lift Station No. 14 Reconstruction Project.



Contractor's Application for Payment No. 3

Application Period: 10/26/21 to 05/25/22		Application Date: 5/25/2022
To (Owner): City of Baxter	From (Contractor): Tom's Backhoe Service, Inc.	Via (Engineer): Aric Welch, Widseth Smith Nolting
Project: Lift Station No. 14 Reconstruction	Contract: Lift Station No. 14 Reconstruction	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 2021-10417

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
2	\$1,483.65		1. ORIGINAL CONTRACT PRICE.....	\$ 84,500.00
			2. Net change by Change Orders.....	\$ 1,483.65
			3. Current Contract Price (Line 1 ± 2).....	\$ 85,983.65
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 85,983.65
			5. RETAINAGE:	
			a. X Work Completed.....	\$
			b. X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 85,983.65
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 83,404.14
			8. AMOUNT DUE THIS APPLICATION.....	\$ 2,579.51
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$
TOTALS	\$1,483.65			
NET CHANGE BY CHANGE ORDERS		\$1,483.65		

Contractor's Certification

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

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

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

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

Contractor Signature

By: *Kathy Payne* Date: 5/26/22

Payment of: \$ 2,579.51
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Aric Welch* 05/25/2022
(Engineer - Widseth Smith Nolting) (Date)

Payment of: \$ 2,579.51
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Utilities Commission) (Date)

Approved by: _____ (Owner - City of Baxter) (Date)



ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022
 Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Lift Station 16 Reconstruction Project Monthly Update

Approval Required: No Action Required

BACKGROUND

Summary of Work Completed to Date

1. Plans and Specs are complete, and plans have been submitted to City staff for review.

Work Scheduled Next Month

1. Address staff and Utilities Commission plan comments.
2. Obtain final plan and specification approval and authorization to bid the project at the June 21, 2022 Council meeting.

FINANCIAL IMPLICATIONS

Click or tap here to enter text.

STAFF RECOMMENDATIONS

Click or tap here to enter text.

COUNCIL ACTION REQUESTED

Click or tap here to enter text.



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve Plans and Specifications and Authorize Advertisement for Bids for the Lift Station No. 16 Reconstruction Project

Approval Required: Simple Majority Vote

BACKGROUND

On February 15, 2022 the City Council authorized Wiseth to prepare plans and specifications for the Lift Station No. 16 Reconstruction project. The project includes the following work:

- Replacement of wet well and valve vault piping and valves.
- Replacement of wet well and valve vault covers and hatches.
- Installation of new pumps and guiderail system.
- Installation of new transducer and floats.
- Installation of new control panel.
- Removal and replacement of bituminous driveway.
- Site restoration.

The City will advertise for bids in accordance with the requirements of the uniform municipal contracting law. Construction is scheduled to begin after Labor Day.

FINANCIAL IMPLICATIONS

There are no initial financial impacts as a result of this motion other than the engineering costs associated with the public bidding process. The City budgeted \$180,000 for the reconstruction of Lift Station 16. The Quality Flow quote (\$66,740) and estimated Engineering (\$12,500) total \$79,240 which leaves \$100,760 for construction.

STAFF RECOMMENDATIONS

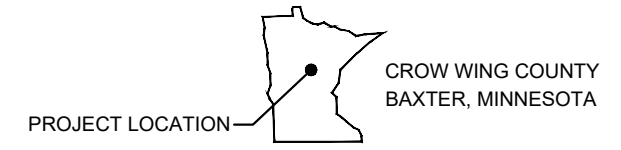
Staff recommends approval of the plans and specifications and authorizing advertisement for bids.

COUNCIL ACTION REQUESTED

Approve Plans and Specifications and Authorize Advertisement for Bids for the Lift Station No. 16 Reconstruction Project

LIFT STATION NO. 16 RECONSTRUCTION

BAXTER, MINNESOTA



INDEX TO DRAWINGS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SITE PLAN - EXISTING CONDITIONS & DEMOLITION
3	SITE PLAN - PROPOSED IMPROVEMENTS
4	EXISTING PLAN VIEW - DEMOLITION
5	EXISTING SECTION VIEW - DEMOLITION
6	PROPOSED PLAN VIEW
7	PROPOSED SECTION VIEW

CITY OFFICIALS	
MAYOR:	DARREL OLSON
CITY COUNCIL:	MARK CROSS CONNIE LYSCIO ZACK TABATT JOHN WARD
UTILITIES COMMISSION:	ROCK YLINIEMI - CHAIR JACK CHRISTOFFERSON DOUGLAS STENBERG JOHN BRENNY
CITY ADMINISTRATOR:	BRADLEY CHAPULIS
PUBLIC WORKS DIRECTOR / CITY ENGINEER:	TREVOR WALTER

APPROVALS	
RECOMMENDED FOR APPROVAL _____	DATE _____
CITY CONSULTING ENGINEER	
RECOMMENDED FOR APPROVAL _____	DATE _____
PUBLIC WORKS DIRECTOR / CITY ENGINEER	

BY	DATE	REVISIONS	DESCRIPTION

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEY

LIFT STATION 16 RECONSTRUCTION
CITY OF BAXTER
BAXTER
TITLE SHEET

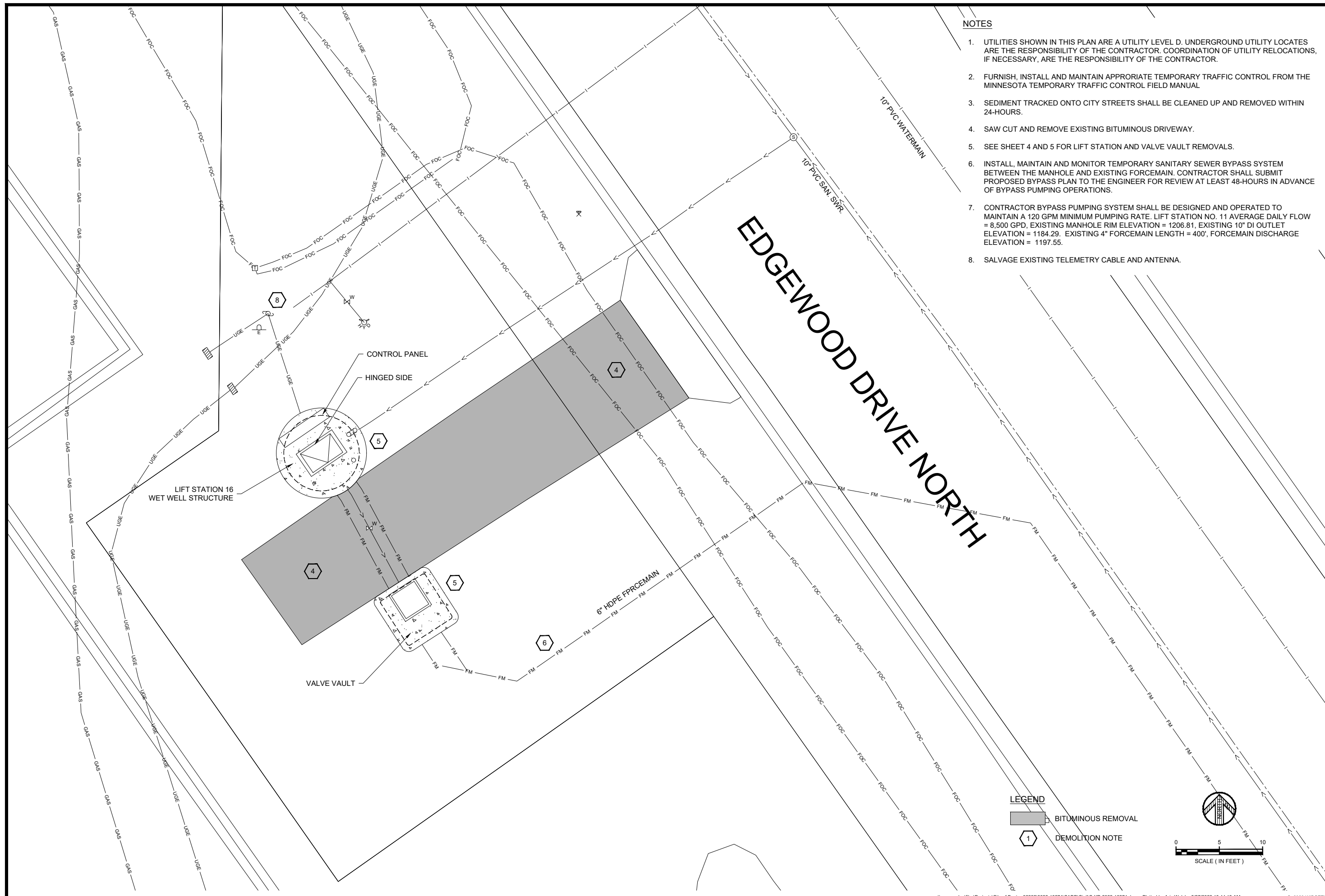
DATE	REVISION DESCRIPTION

DATE: JUNE 2021	AS SHOWN
SCALE:	INITIALS
DRAWN BY:	CHECKED BY:
JOB NUMBER: 2022-10274	

LIFT STATION 16 RECONSTRUCTION
CITY OF BAXTER
BAXTER
EXISTING SITE PLAN

NOTES

- UTILITIES SHOWN IN THIS PLAN ARE A UTILITY LEVEL D. UNDERGROUND UTILITY LOCATES ARE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATION OF UTILITY RELOCATIONS, IF NECESSARY, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- FURNISH, INSTALL AND MAINTAIN APPROPRIATE TEMPORARY TRAFFIC CONTROL FROM THE MINNESOTA TEMPORARY TRAFFIC CONTROL FIELD MANUAL
- SEDIMENT TRACKED ONTO CITY STREETS SHALL BE CLEANED UP AND REMOVED WITHIN 24-HOURS.
- SAW CUT AND REMOVE EXISTING BITUMINOUS DRIVEWAY.
- SEE SHEET 4 AND 5 FOR LIFT STATION AND VALVE VAULT REMOVALS.
- INSTALL, MAINTAIN AND MONITOR TEMPORARY SANITARY SEWER BYPASS SYSTEM BETWEEN THE MANHOLE AND EXISTING FORCEMAIN. CONTRACTOR SHALL SUBMIT PROPOSED BYPASS PLAN TO THE ENGINEER FOR REVIEW AT LEAST 48-HOURS IN ADVANCE OF BYPASS PUMPING OPERATIONS.
- CONTRACTOR BYPASS PUMPING SYSTEM SHALL BE DESIGNED AND OPERATED TO MAINTAIN A 120 GPM MINIMUM PUMPING RATE. LIFT STATION NO. 11 AVERAGE DAILY FLOW = 8,500 GPD, EXISTING MANHOLE RIM ELEVATION = 1206.81, EXISTING 10" DI OUTLET ELEVATION = 1184.29. EXISTING 4" FORCEMAIN LENGTH = 400', FORCEMAIN DISCHARGE ELEVATION = 1197.55.
- SALVAGE EXISTING TELEMETRY CABLE AND ANTENNA.



DATE	REVISION DESCRIPTION

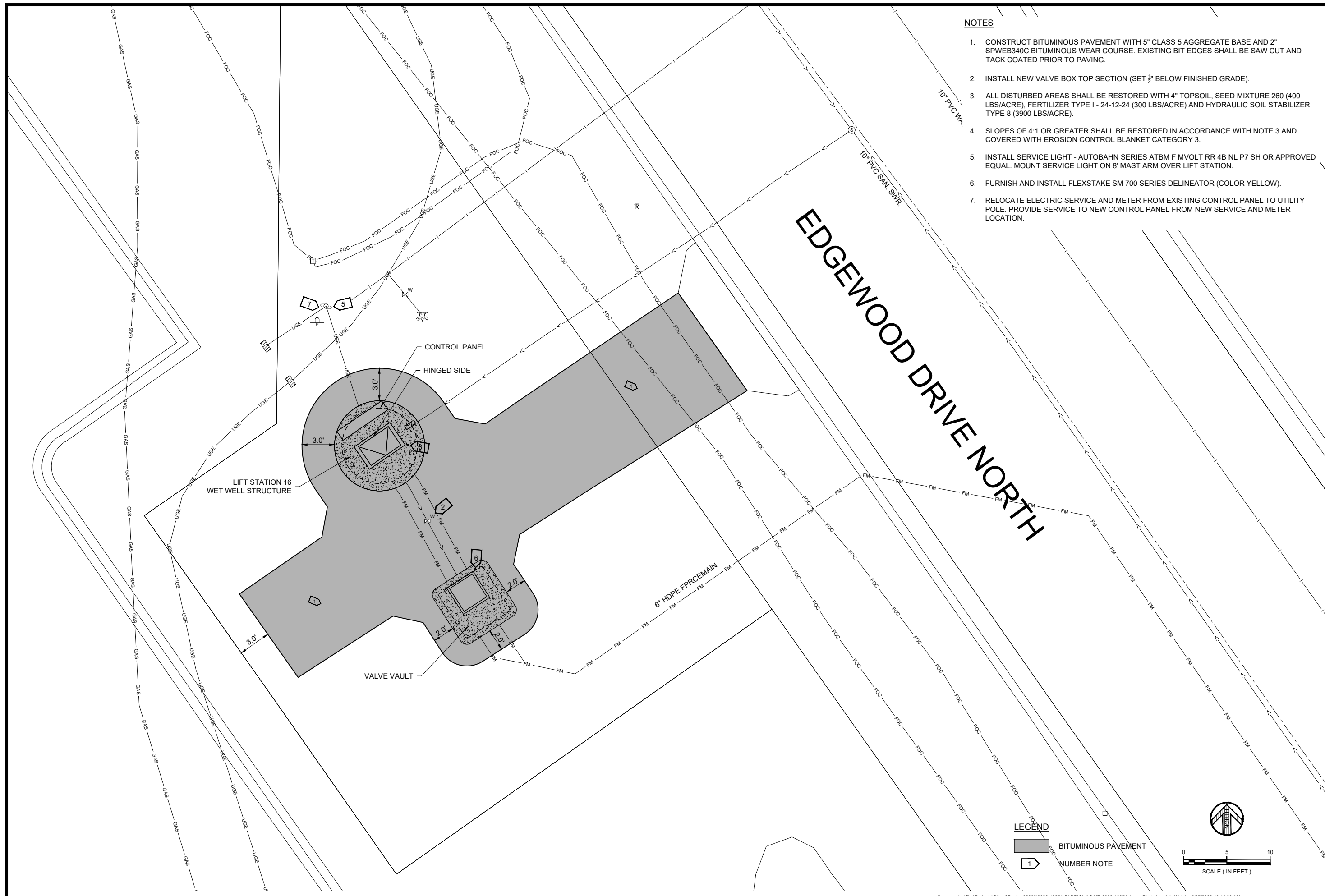
DATE: JUNE 2021	AS SHOWN
SCALE: AS SHOWN	INITIALS
DRAWN BY: BAXTER	CHECKED BY: BAXTER
JOB NUMBER: 2022-10274	DATE: 2022-10-27

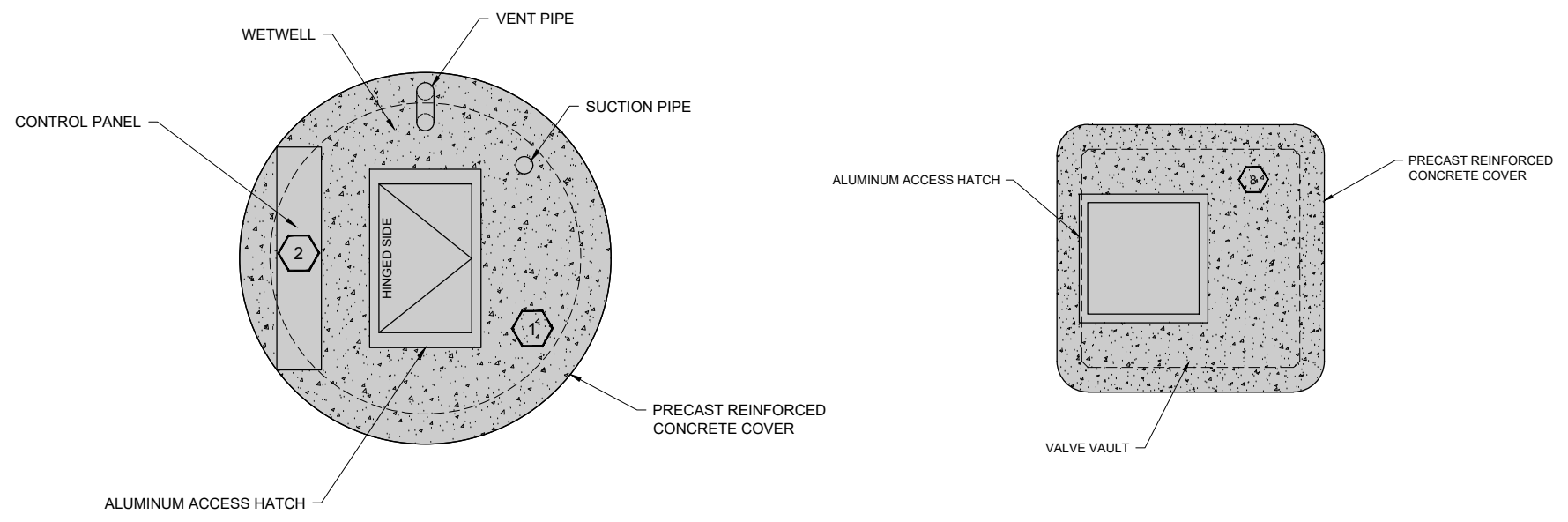
LIFT STATION 16 RECONSTRUCTION
CITY OF BAXTER
BAXTER
PROPOSED SITE PLAN

NOTES

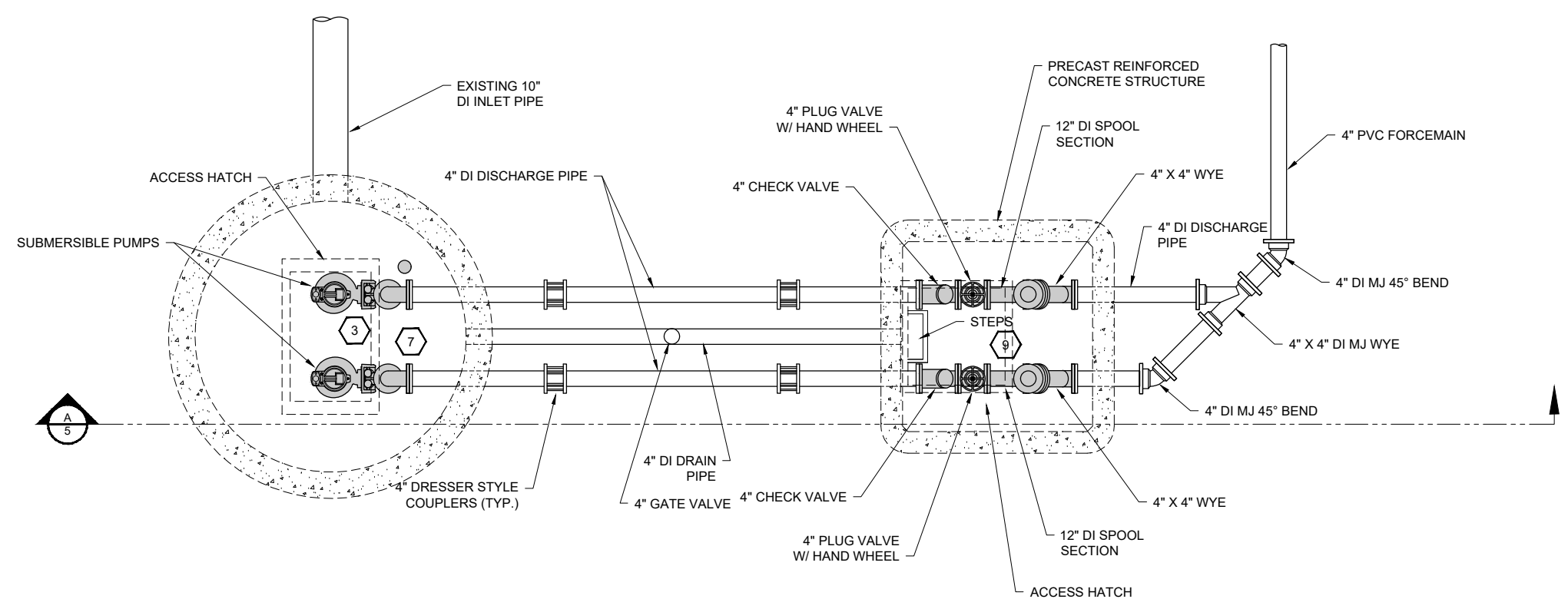
1. CONSTRUCT BITUMINOUS PAVEMENT WITH 5" CLASS 5 AGGREGATE BASE AND 2" SPWEB340C BITUMINOUS WEAR COURSE. EXISTING BIT EDGES SHALL BE SAW CUT AND TACK COATED PRIOR TO PAVING.
2. INSTALL NEW VALVE BOX TOP SECTION (SET 1/2" BELOW FINISHED GRADE).
3. ALL DISTURBED AREAS SHALL BE RESTORED WITH 4" TOPSOIL, SEED MIXTURE 260 (400 LBS/ACRE), FERTILIZER TYPE 1 - 24-12-24 (300 LBS/ACRE) AND HYDRAULIC SOIL STABILIZER TYPE 8 (3900 LBS/ACRE).
4. SLOPES OF 4:1 OR GREATER SHALL BE RESTORED IN ACCORDANCE WITH NOTE 3 AND COVERED WITH EROSION CONTROL BLANKET CATEGORY 3.
5. INSTALL SERVICE LIGHT - AUTOBAHN SERIES ATBM F MVOLT RR 4B NL P7 SH OR APPROVED EQUAL. MOUNT SERVICE LIGHT ON 8' MAST ARM OVER LIFT STATION.
6. FURNISH AND INSTALL FLEXSTAKE SM 700 SERIES DELINEATOR (COLOR YELLOW).
7. RELOCATE ELECTRIC SERVICE AND METER FROM EXISTING CONTROL PANEL TO UTILITY POLE. PROVIDE SERVICE TO NEW CONTROL PANEL FROM NEW SERVICE AND METER LOCATION.

EDGEWOOD DRIVE NORTH





PLAN VIEW - TOP
SCALE: 1/4" = 1'-0"



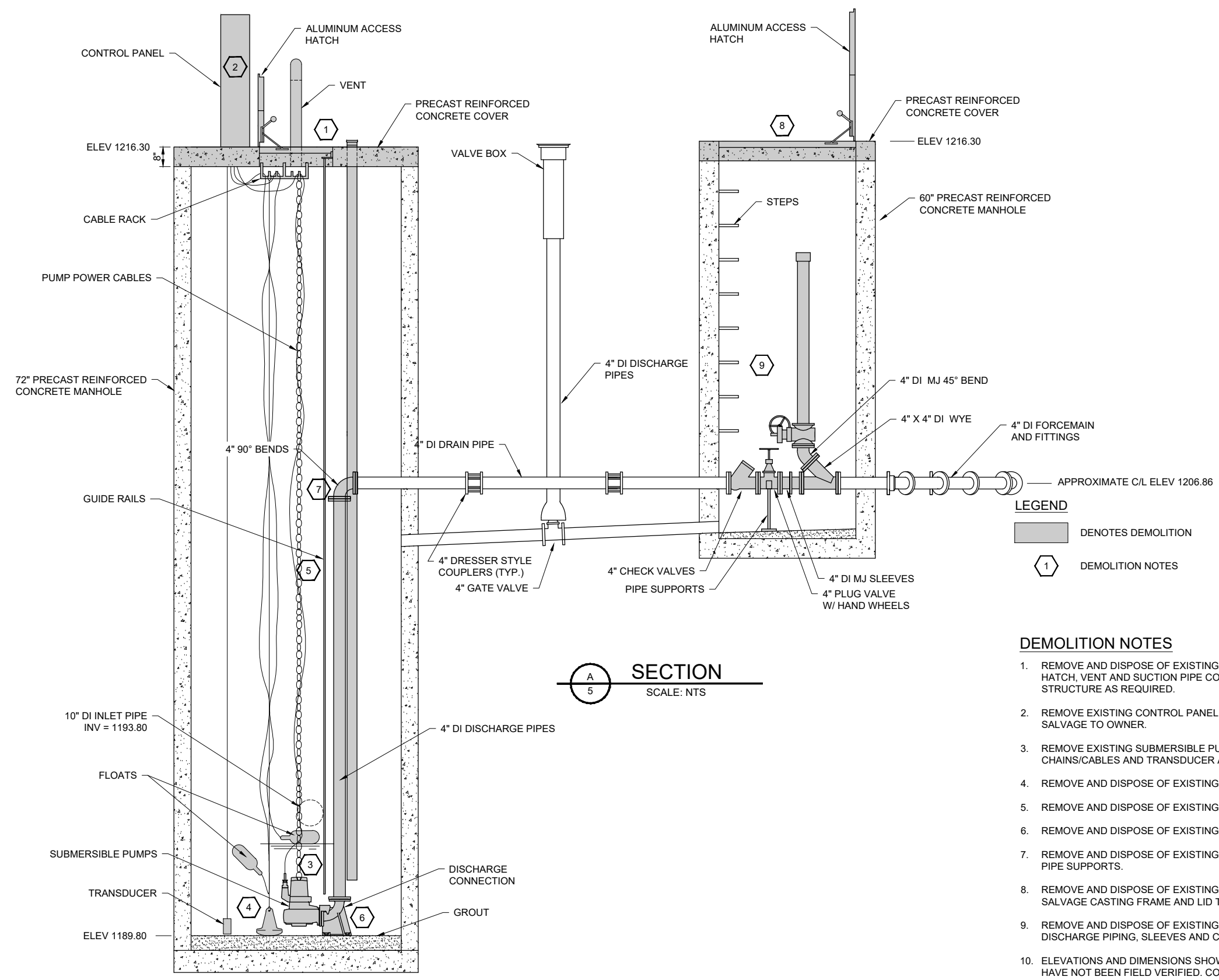
PLAN VIEW - INSIDE STRUCTURE
SCALE: 1/4" = 1'-0"

LEGEND
 DENOTES DEMOLITION
 DEMOLITION NOTES (SEE SHEET 5)

REVISIONS DESCRIPTION	DATE	BY

DATE: JUNE 2021	SCALE: AS SHOWN	DRAWN BY: INITIALS	CHECKED BY: INITIALS	JOB NUMBER: 2022-10274
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LIFT STATION 16 RECONSTRUCTION
CITY OF BAXTER
BAXTER
DEMO PLAN



LEGEND

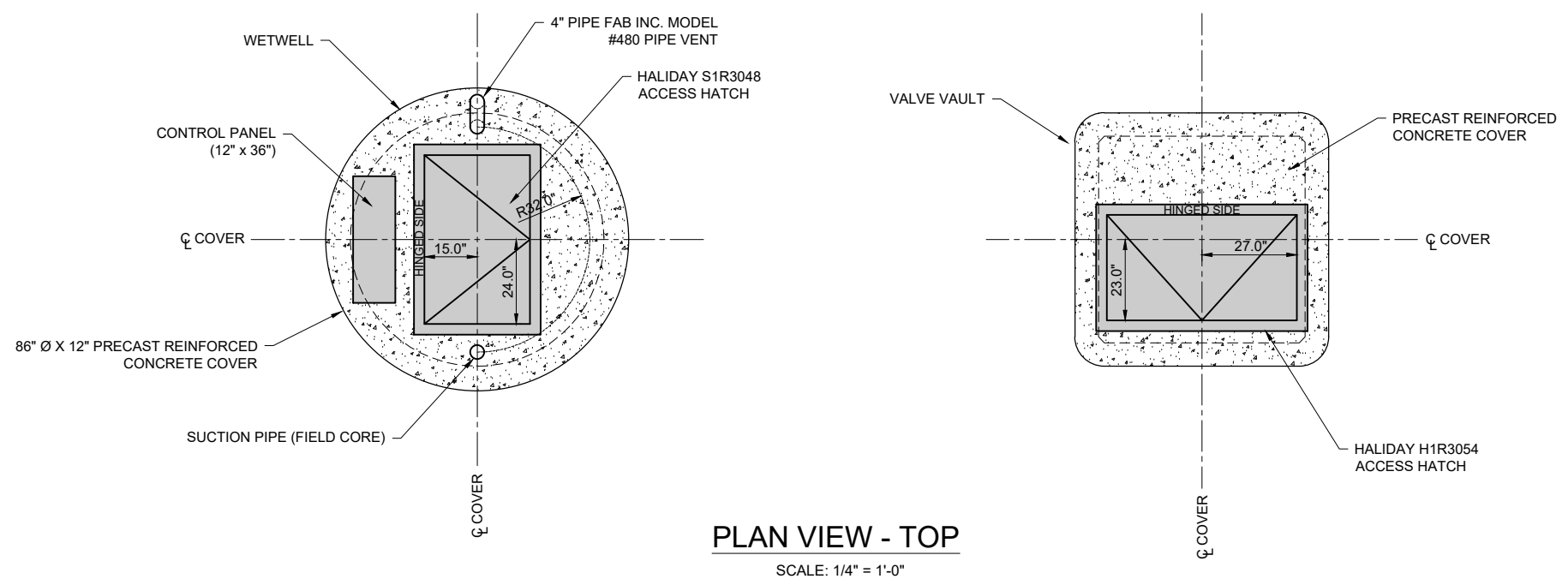
- DENOTES DEMOLITION
- DEMOLITION NOTES

DEMOLITION NOTES

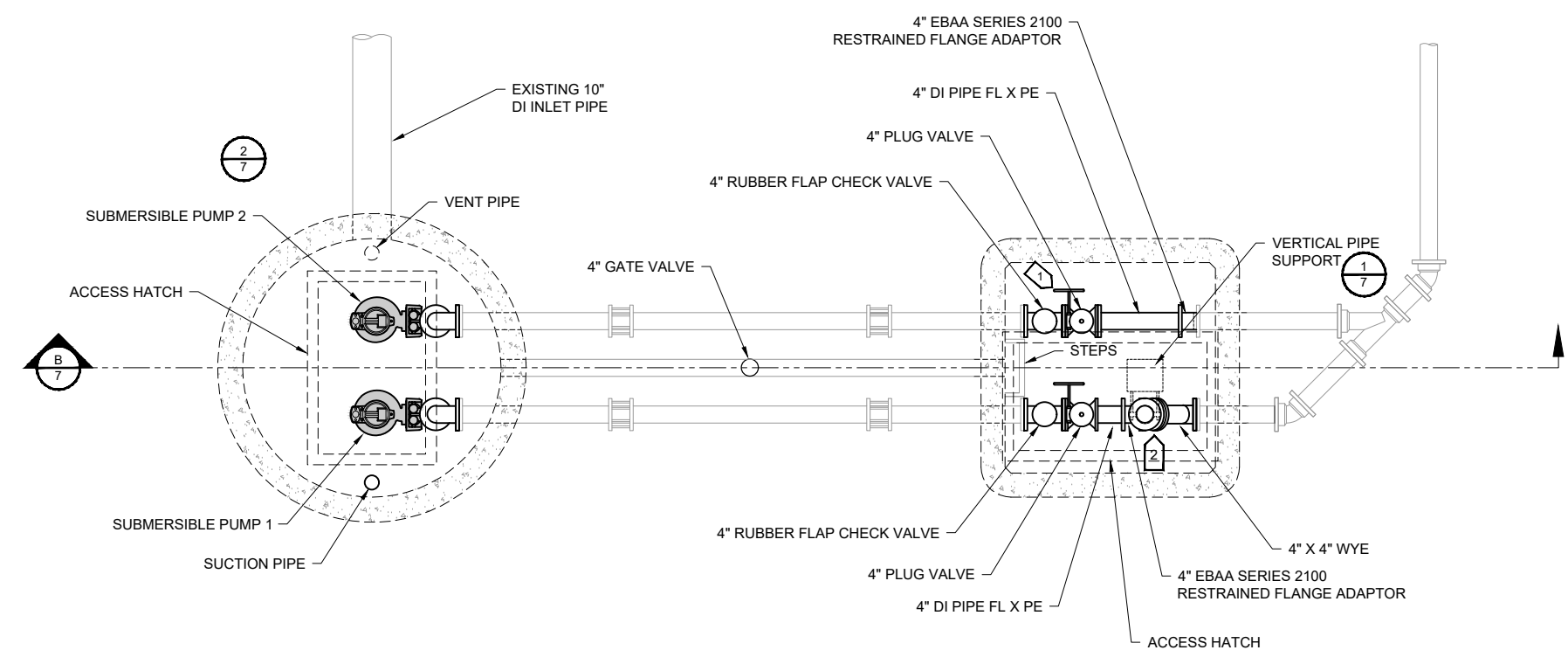
1. REMOVE AND DISPOSE OF EXISTING LIFT STATION COVER, ALUMINUM ACCESS HATCH, VENT AND SUCTION PIPE CONNECTION. EXCAVATE AROUND STRUCTURE AS REQUIRED.
2. REMOVE EXISTING CONTROL PANEL AND RELATED COMPONENTS AND SALVAGE TO OWNER.
3. REMOVE EXISTING SUBMERSIBLE PUMPS, POWER CABLES, LIFT CHAINS/CABLES AND TRANSDUCER AND SALVAGE TO OWNER.
4. REMOVE AND DISPOSE OF EXISTING ANCHOR, CABLE AND FLOATS.
5. REMOVE AND DISPOSE OF EXISTING PUMP GUIDE SYSTEM AND SUPPORTS.
6. REMOVE AND DISPOSE OF EXISTING PUMP BASE ELBOWS.
7. REMOVE AND DISPOSE OF EXISTING 4" DISCHARGE PIPING, 4" 90° BENDS AND PIPE SUPPORTS.
8. REMOVE AND DISPOSE OF EXISTING CONCRETE VALVE VAULT COVER AND SALVAGE CASTING FRAME AND LID TO OWNER.
9. REMOVE AND DISPOSE OF EXISTING 4" CHECK VALVE, 4" PLUG VALVES, 4" DISCHARGE PIPING, SLEEVES AND COUPLINGS.
10. ELEVATIONS AND DIMENSIONS SHOWN ON THE PLAN ARE APPROXIMATE AND HAVE NOT BEEN FIELD VERIFIED. CONTRACTOR SHALL FIELD VERIFY EXISTING DISCHARGE PIPING SPACING AND ELEVATIONS PRIOR TO PRECAST SHOP DRAWING SUBMITTAL.

SECTION
SCALE: NTS

DATE	06/29/2021	REVISED ELEVATION AND SCALE INFO	
REVISIONS	DESCRIPTION	BY	VALUE
DATE	JUNE 2021	AS SHOWN	
SCALE		INITIALS	
DRAWN BY		CHECKED BY	
JOB NUMBER	2022-10274		
LIFT STATION 16 RECONSTRUCTION CITY OF BAXTER BAXTER DEMO SECTION			



PLAN VIEW - TOP
SCALE: 1/4" = 1'-0"

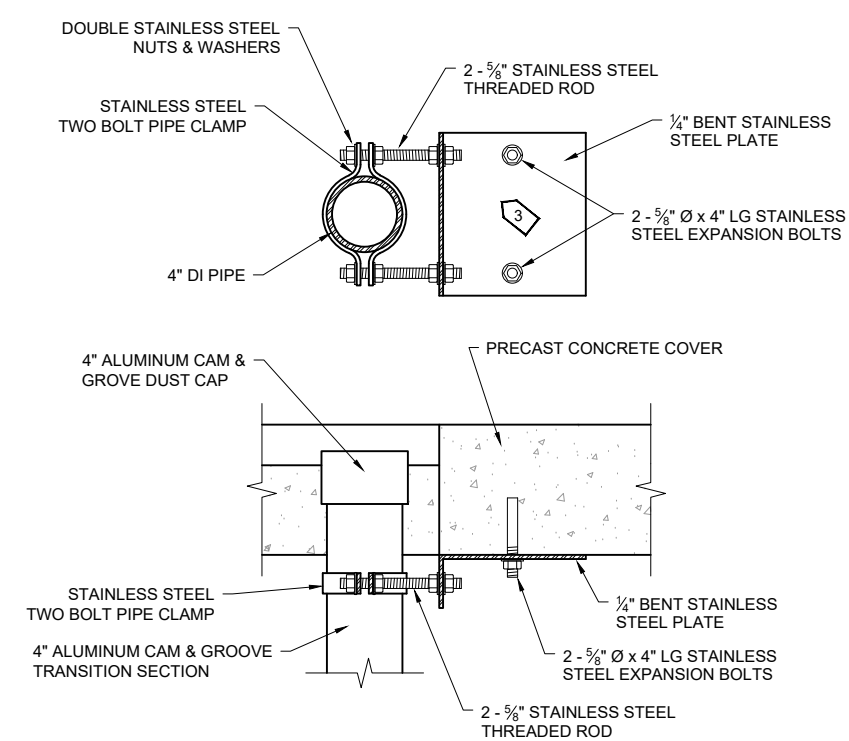
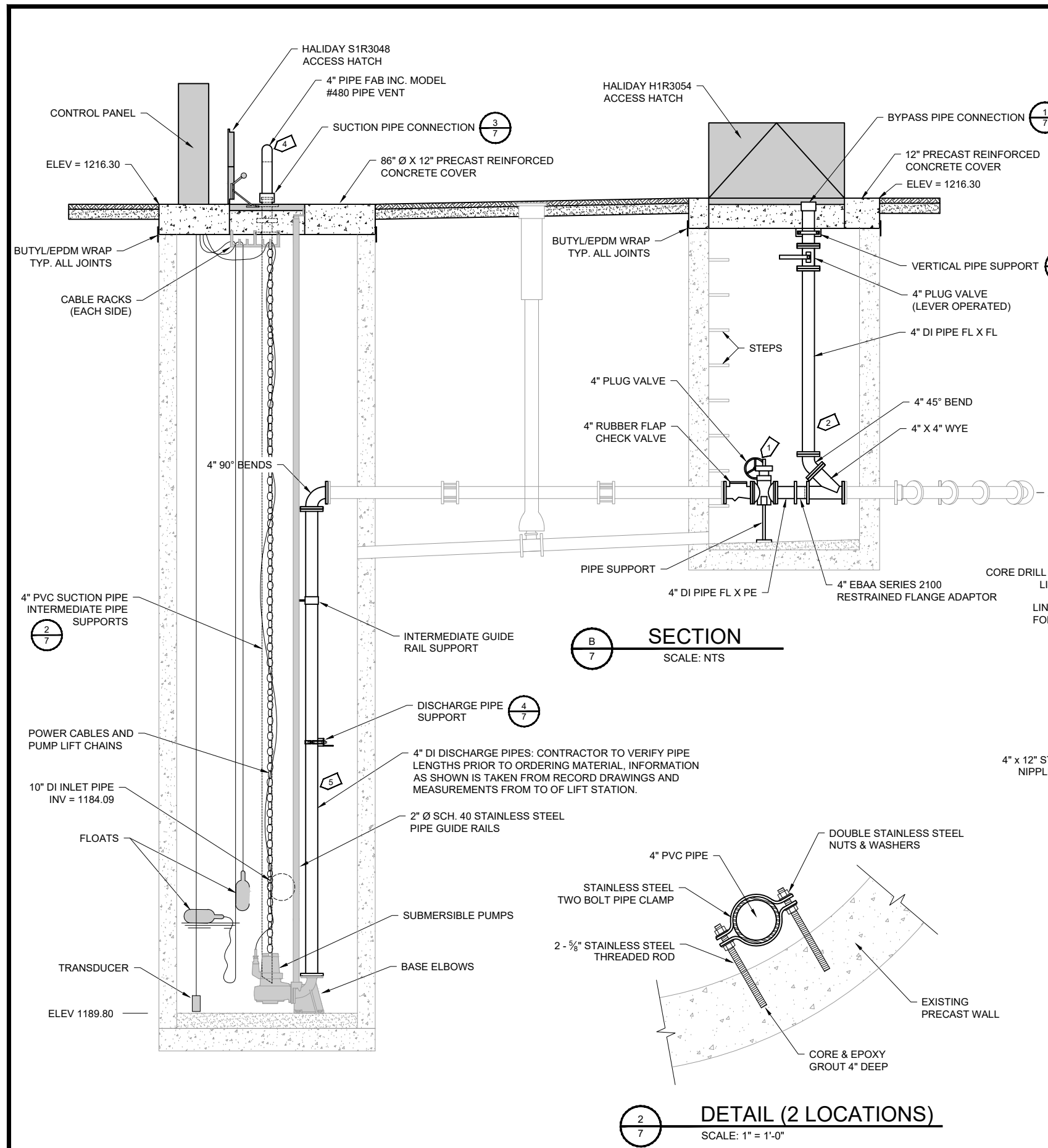


PLAN VIEW - INSIDE STRUCTURE
SCALE: 1/4" = 1'-0"

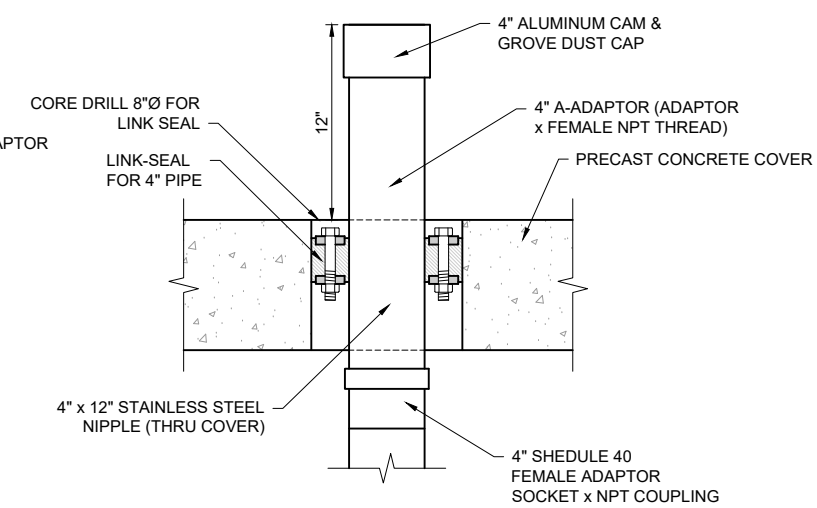
- LEGEND**
- ITEMS SUPPLIED BY OWNER AND INSTALLED BY CONTRACTOR
 - CONSTRUCTION NOTES (SEE SHEET 7)

REVISIONS DESCRIPTION	DATE	REV#	BY

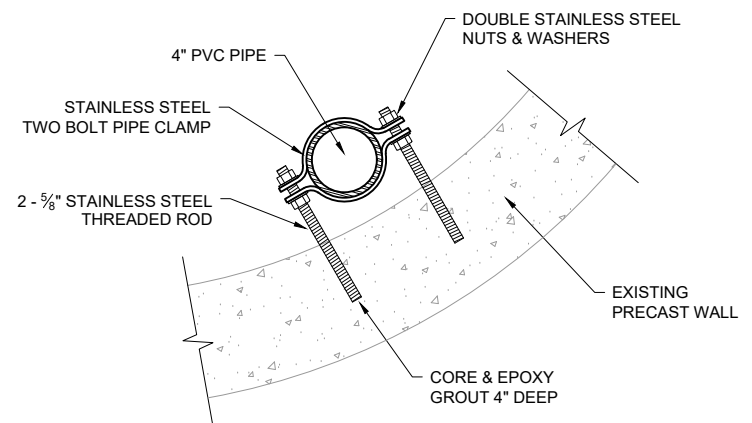
DATE: JUNE 2021	SCALE: AS SHOWN	DRAWN BY: INITIALS	CHECKED BY: INITIALS	JOB NUMBER: 2022-10274
PROPOSED PLAN				



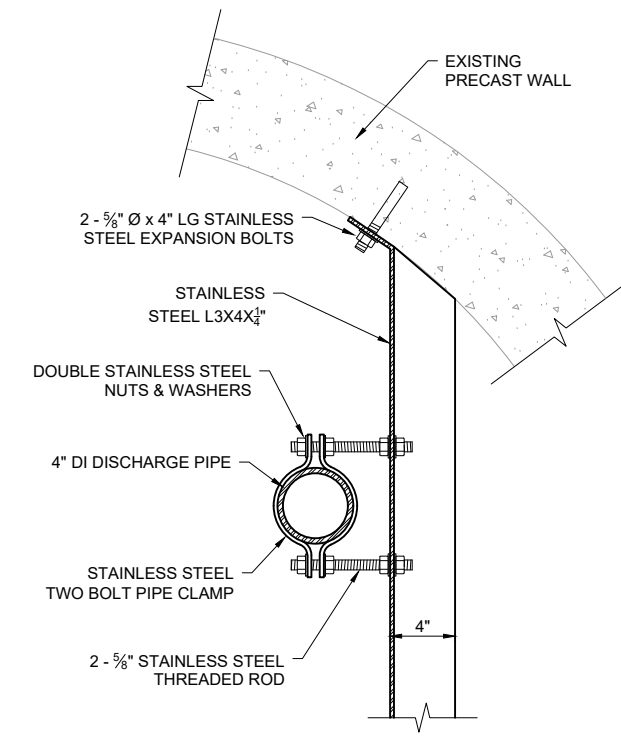
①/⑦ **DETAIL**
 SCALE: 1" = 1'-0"



③/⑦ **DETAIL**
 SCALE: 1" = 1'-0"



②/⑦ **DETAIL (2 LOCATIONS)**
 SCALE: 1" = 1'-0"



④/⑦ **DETAIL**
 SCALE: 1" = 1'-0"

- LEGEND**
- ITEMS SUPPLIED BY OWNER AND INSTALLED BY CONTRACTOR
 - CONSTRUCTION NOTES

- NOTES**
- CONFIRM ORIENTATION OF PLUG VALVE HANDWHEELS DURING SHOP DRAWING REVIEW.
 - CONTRACTOR SHALL INSTALL NEW VALVES, PIPE AND FITTINGS TO ALIGN 4" BYPASS PIPE WITH ACCESS HATCH AS SHOWN. DIMENSIONS SHOWN MAY VARY DEPENDING ON SPECIFIC FITTINGS AND VALVES USED. CONTRACTOR SHALL SUBMIT DETAILED PIPE LAYOUTS TO ENGINEERING FOR REVIEW. HATCH LOCATION MAY NEED TO BE ADJUSTED DURING VALVE AND FITTING SUBMITTAL REVIEW.
 - COORDINATE AND VERIFY PLATE SIZE WITH CLAMP DIMENSIONS AND BYPASS PIPE LAYOUT.
 - CLEAN AND PAINT AFTER CONSTRUCTION IS COMPLETE.
 - VERIFY ALL PIPE LENGTHS PRIOR TO ORDERING.



ITEM REPORT
UTILITIES COMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Adopt Resolution No. 2022-XXX to enter into the Master Partnership Contract with the Minnesota Department of Transportation.

Approval Required: Simple Majority Vote

BACKGROUND

The Master Partnership Contract establishes the working relationship between the MnDOT and the City of Baxter to undertake collaborative efforts for the design, construction, maintenance, and operation of state and locate roads.

The city has had this agreement in place for the past ten (10) years and the current 2018-2022 MPCs will be expiring on June 30, 2022.

FINANCIAL IMPLICATIONS

Click or tap here to enter text.

STAFF RECOMMENDATIONS

Staff recommends adopting Resolution No. 2022-XXX to enter into the Master Partnership Contract with the Minnesota Department of Transportation.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2022-XXX to enter into the Master Partnership Contract with the Minnesota Department of Transportation.

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Baxter City, acting through its City Council, in this contract referred to as the “Other Party.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 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.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
 - 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
 - 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. Payment

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
- The Other Party will make payment to the order of the Commissioner of Transportation.
 - IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
 - Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050302W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
- Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract 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 contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. **Obligations with Respect to Intellectual Property.**

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers’ Compensation

16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.

RESOLUTION NO. 2017-000

RESOLUTION STATE OF MINNESOTA AND CITY OF BAXTER AMENDMENT TO THE MASTER PARTNERSHIP CONTRACT AND ESTABLISHING APPROVAL AUTHORITY FOR WORK ORDER CONTRACTS

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02 and 161.20, to undertake collaborative efforts for the design, construction, maintenance, and operation of state and locate roads; and

WHEREAS, the parties wish to able to respond quickly and efficiently to such opportunities for collaboration and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

THEREFORE, be it resolved:

1. That the City of Baxter enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council.
2. That the proper City officers (Mayor and City Clerk) are authorized to execute amendments to MnDOT Contract Number 1028369.
3. The City Administrator, Public Works Director/City Engineer and Mayor are authorized to negotiate work order contracts pursuant to the Master contract, which work order contracts may provide for payment to or from MnDOT, and that the City Administrator, Public Works Director/City Engineer and Mayor may execute such work order contracts on behalf of the City of Baxter without further approval by this City Council.

Adopted this 21st day of June, 2022.

CITY OF BAXTER

Darrel L. Olson
Mayor

ATTEST:

Kelly Steele
Assistant City Administrator/ Clerk



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the SEH Agreement for Design and Construction Engineering Professional Services for the Cypress Drive and Douglas Fir Drive Improvements project, in the Not to Exceed Amount of \$614,000.

Approval Required: Simple Majority Vote

BACKGROUND

This proposed City street and utility extension project has been in the planning stages for decades. The current implementation timeline is being driven by the need to accommodate a proposed multi-building 250-unit+ apartment complex adjacent to the south side of Hinkley Road from Douglas Fir Drive to Cypress Drive, and along both sides of Cypress Drive from Hinkley Road to Highland Scenic Drive.

The City project proposes improvements on Cypress Drive that include street resurfacing from just south of the College Road roundabout to Hinkley Road and street and utility extensions south to CSAH 48 with street lighting improvements along the entire corridor. A 3-lane, 44-foot wide urban section with a 10-foot wide separated bituminous trail on the east side is proposed. The trail is also planned to extend along the north side of Hinkley Road east from Cypress Drive then north to Berrywood Park. Construction of a single-lane roundabout at the CSAH 48 intersection is also proposed. Cypress Drive storm water is planned to be managed by expansion of an existing storm water basin in the NE corner of the CSAH 48/future Cypress Drive intersection.

Improvements to Douglas Fir Drive are also proposed and include a southbound transition from existing 4-lane divided to proposed 3-lane, 44-foot wide urban section roadway across Hinkley Road to approximate 340 feet south. Douglas Fir Drive storm water is planned to be managed via an existing basin in the SW corner of the Douglas Fir Drive/Hastings Road intersection. Water main will be extended along the corridor.

The proposed City project is a cooperative venture between the City of Baxter and Crow Wing County. The City is the lead agency and staff has requested a proposal and scope of work from the SEH/WiDSETH team for the remaining phases of the project. SEH and Widseth Smith Nolting & Associates Inc (WiDSETH) have been working on various stages of planning for this project including teaming on the feasibility study that was approved by the City Council on May 17, 2022. Moving forward, it is proposed that SEH will hold the engineering contract with the City and perform management of the entire project, design the street, trail, storm water, and lighting elements, administer the public construction bidding process, and lead construction administration efforts. WiDSETH will subcontract with SEH and be responsible for overall project preliminary surveying, design of the sanitary sewer and water main improvements, final assessment calculations and hearing, overall construction observation and staking, and post construction record drawing surveying and re-monumentation work. WiDSETH plan sheets and specification sections would get incorporated into the overall SEH project plans and specifications.

The SEH/WiDSETH proposed scope includes: Project Management, Preliminary Survey Services, Design Services, Bidding Services, Final Assessment Calculations and Hearing, Construction Staking, Construction Administration, Construction Observation, and Post Construction Services.

The attached agreement does not include property acquisition services; preliminary sewer cleaning, televising, and review; special geotechnical testing (ex. pond infiltration tests); or construction material testing. These services were not included with the proposal because the extent of the work cannot be determined until the design has begun. These services will require a future fee amendment when the scope has been determined.

FINANCIAL IMPLICATIONS

When comparing the SEH agreement with the feasibility report included, the estimated costs for property acquisition and construction and material testing the engineering fees are tracking approximately \$80,000.00 under budget.

STAFF RECOMMENDATIONS

Staff recommends approving the SEH agreement for Design and Construction Engineering Professional Services for the Cypress Drive and Douglas Fir Drive Improvement Project. SEH was the consultant engineer for the 2018 Cypress Drive project to the north of this project, they completed the Traffic Impact Study for the Campbell Subdivision, and they are working on the CSAH 48 Corridor Study. SEH and Widseth teamed up on the recently approved feasibility report. Widseth lead the project feasibility report and assessment hearing tasks and will be designing the sewer and water improvements as they have completed the preliminary work to date on the utilities.

COUNCIL ACTION REQUESTED

Approve the SEH Agreement for Design and Construction Engineering Professional Services for the Cypress Drive and Douglas Fir Drive Improvements project, in the Not to Exceed Amount of \$614,000.00.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Baxter, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 17, 2017, this Supplemental Letter Agreement dated March 1, 2022 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2023 Cypress Drive and Douglas Fir Drive Improvements – Design & Construction Phase Services.**

Client's Authorized Representative: Trevor Walter, PE
Address: PO Box 2626
Baxter, MN 56425-2626
Telephone: 218.454.5110 **email:** twalter@baxtermn.gov

Project Manager: Scott Hedlund, PE
Address: 416 South 6th Street, Suite 200
Brainerd, MN 56401
Telephone: 612.865.3509 **email:** shedlund@sehinc.com

Scope: Per the attached SEH letter proposal dated June 21, 2022.

RPR services will be provided in accordance with the Master Agreement Exhibit B.

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

Schedule: Per the attached SEH letter proposal dated June 21, 2022.

Payment: The fee is hourly not to exceed **\$614,000.00** including expenses and equipment.


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

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

[https://sehincazure-my.sharepoint.com/personal/shedlund_sehinc_com/documents/documents/sh/baxte/2023 cypress csah 48 connection/p-161665 design & construction/sla_cypress & douglas fir dr d&c - june 2022.docx](https://sehincazure-my.sharepoint.com/personal/shedlund_sehinc_com/documents/documents/sh/baxte/2023%20cypress%20csah%2048%20connection/p-161665%20design%20&%20construction/sla_cypress%20&%20douglas%20fir%20dr%20d&c%20-%20june%202022.docx)

Short Elliott Hendrickson Inc.

City of Baxter, Minnesota

By: 
Scott Hedlund, PE
Title: Senior Project Manager

By: _____
Title: _____

City of Baxter, Minnesota

By: _____
Title: _____



Building a Better World
for All of Us®

June 21, 2022

RE: City of Baxter, Minnesota
2023 Cypress Drive & Douglas Fir Drive
Improvements
*Proposal for Design & Construction Engineering
Professional Services*
City Project No: 4087
SEH No. P-BAXTE 161665 10.03

Honorable Mayor and City Council
c/o Trevor Walter, PE - Public Works Director/City Engineer
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

Dear Trevor:

Thank you for the opportunity to provide a proposal for professional services to the City of Baxter to upgrade and extend streets, trails, lighting, sewer, water, and storm water facilities south along the Douglas Fir Drive and Cypress Drive corridors, including a new roundabout on Cypress Drive at Highland Scenic Drive (CSAH 48) in Baxter. We have enjoyed working with the City and Crow Wing County with infrastructure planning and implementation efforts along the Cypress Drive and CSAH 48 corridors, and look forward to taking the next steps on this project with you.

The proposed project is a cooperative project between the City of Baxter and Crow Wing County. The City is the lead agency and has requested a proposal and scope of work from the SEH/WIDSETH team for the remaining phases of the project. SEH and Widseth Smith Nolting & Associates Inc (WIDSETH) have been working on various stages of planning for this project including teaming on the recently approved feasibility study for this project. Moving forward, it is proposed that SEH will perform management of the entire project, design the street, trail, storm water, and lighting elements, administer the public construction bidding process, and lead construction administration efforts. WIDSETH will be responsible for overall project preliminary surveying, design of the sanitary sewer and water main improvements, final assessment calculations and hearing, overall construction observation and staking, and post construction record drawing surveying and re-monumentation work. WIDSETH plan sheets and specification sections would get incorporated into the overall SEH project plans and specifications.

PROJECT UNDERSTANDING

The proposed project has been in the planning stages for decades. The current implementation timeline is being driven by the need to accommodate a proposed multi-building 250-unit+ apartment complex adjacent to the south side of Hinkley Road from Douglas Fir Drive to Cypress Drive, and along both sides of Cypress Drive from Hinkley Road to Highland Scenic Drive. It is our understanding that the associated City's project areas include Cypress Drive from just south of the College Road roundabout to Highland Scenic Drive (CSAH 48) and Douglas Fir Drive from Hinkley Road south 340 feet.

Proposed improvements on Cypress Drive include street resurfacing from just south of the College Road roundabout to Hinkley Road and street and utility extensions south to CSAH 48 with street lighting improvements along the entire corridor. A 3-lane, 44-foot wide urban section with a 10-foot wide separated bituminous trail on the

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 200, Brainerd, MN 56401-3540
SEH is 100% employee-owned | sehinc.com | 218.855.1700 | 866.852.8880 | 888.908.8166 fax

east side is proposed. The trail is also planned to extend along the north side of Hinkley Road east from Cypress Drive then north to Berrywood Park. Construction of a single-lane roundabout at the CSAH 48 intersection is also proposed. Cypress Drive storm water is planned to be managed by expansion of an existing storm water basin in the NE corner of the CSAH 48/future Cypress Drive intersection.

Proposed improvements to Douglas Fir Drive include a transition from 4-lane divided to 3-lane, 44-foot wide urban section roadway across Hinkley Road. Douglas Fir Drive storm water will be managed via an existing basin in the SW corner of Douglas Fir Drive/Hastings Road intersection. Water main will be extended along the corridor.

We are assuming the project scope is substantially similar to the initial implementation improvements identified in the Cypress Drive and Douglas Fir Drive Improvements (Municipal Project No. 4087) Feasibility Report Prepared by WIDSETH approved by the City Council on May 17, 2022.

Our proposed scope of services is as follows:

SCOPE OF WORK

PROJECT MANAGEMENT (INCLUDED WITH ALL TASKS)

Project management and administration will be provided for all phases of the project.

- Perform general day-to-day project management and administration. Includes project accounting, invoicing, and record keeping.
- Ongoing coordination, communication, and scheduling – internal and external.
- Deliverables: Monthly invoices and copies of all pertinent Project correspondence.

PRELIMINARY SURVEY SERVICES

We propose to complete a preliminary topographic survey of the project area suitable for design of the proposed improvements. Items included with this proposal are:

- Establish vertical and horizontal control points within the project area
- Field survey existing conditions and topography for vertical and horizontal location information
- Coordinate field location of existing utilities (i.e. electric, telephone, gas, cable)
- Record and document location of mapped or marked utilities (i.e. electric, telephone) if available
- Record and document existing property corners and right-of-way that are evident
- Import field survey points into base drawing along with property and right-of-way information
- Prepare base topographic drawing and existing ground surface.

DESIGN SERVICES

We will prepare design drawings and contract documents suitable for competitive bidding that meet City and MSAS requirements. Items included in our proposed scope of services are as follows:

- Prior preliminary engineering
- State Aid project setup
- Establish project website
- Design kickoff and subsequent Plan review meetings with City and County staff – up to four (4) meetings
- Private Utility Company coordination – up to two (2) meetings
- Preparation of project plans, including the following:
 - Title sheet
 - Statement of estimated quantities
 - Quantity tabulations
 - Typical construction details
 - Typical roadway sections
 - Alignment plan

- Traffic Control Plan
- Existing conditions and removals plan
- Temporary and permanent erosion control details and plan
- Stormwater Pollution Prevention Plan
- Stormwater calculations and design
- Bituminous pavement section design
- Roadway design
- Roundabout plans
- Trail design
- Storm and sanitary sewer schedules
- Sanitary sewer, water main, storm sewer and roadway plan and profile sheets
- Pavement marking and signage plan
- Roadway cross sections and earthwork calculations
- Tee Hive parking lot entrance reconfiguration
- Street lighting plans (Cypress Drive from College Road to CSAH 48 and Cypress/CSAH 48 roundabout)
- State Hydraulics Engineer review submittal
- Storm water technical memorandum
- Quality control review and plan modifications
- State Aid, County, and City staff review submittals (95% & 100% plans)
- Final plan preparation
- Preparation of contract documents and specifications
- Preparation of Engineer's Estimate of Probable Construction Cost
- Prepare permit applications (the following permits are assumed necessary):
 - Crow Wing County Right of Way permit
 - Minnesota Pollution Control Agency (MPCA) NPDES Construction Permit SWPPP (permit to be secured by Contractor)
 - MPCA Sanitary Sewer Extension Permit
 - Minnesota Department of Health (Water Main) Plan Review.
- Project design status reports
- Final plan review with City staff, Utilities Commission and City Council
- Deliverables: Bidding Documents in electronic PDF format, storm water technical memorandum.

ADVERTISING/BIDDING/AWARD SERVICES

We will assist the City in advertising, electronic bidding (via QuestCDN.com), and awarding the project. Items included in our proposed scope of services are as follows:

- Assist City with advertising the construction documents for public bidding.
- Coordination of contract document distribution to prospective bidders
- Reply to bidder questions and inquiries
- Prepare and distribute necessary addenda
- Facilitate a virtual bid opening via QuestCDN.com and Microsoft Teams
- Prepare a tabulation of bids received
- Review apparent low bid for compliance with contract documents
- Make recommendation to the City for award of the contract.
- Deliverables: Bid tabulation, award recommendation letter.

FINAL ASSESSMENT CALCULATIONS AND HEARING

We will assist the City with assessment calculations, assessment public hearing and documentation in accordance with the Minnesota Chapter 429 assessment process. Items included in our proposed scope of services are as follows:

- Prepare final cost split worksheet and assessment calculations
- Prepare individual records of assessment
- Assist the City with Assessment Hearing resolutions and notices. We assume the City will assume responsibility for publishing and mailing all required notices.
- Prepare and present Assessment Hearing project information. One (1) meeting.
- Deliverables: Final cost split worksheet, final assessment calculations and map, individual record of assessment worksheet.

CONSTRUCTION STAKING

We propose to provide construction staking and field survey services associated with the proposed construction.

Specific tasks included with this proposal are:

- Establish vertical and horizontal control in the project area
- Generate staking files for the design elements shown in the plans
- Provide construction staking for clearing & grubbing, removals, sanitary sewer, water, storm sewer, roadway & trail subgrade and curb & gutter, erosion control, construction limits, street lighting, signing, pavement markings. Staked once (1).
- Document staked point locations and elevations
- Provide Contractor with construction staking information.

CONSTRUCTION ADMINISTRATION

We propose to provide construction administration services associated with construction of the proposed improvements and coordination with the Contract Documents. Specific tasks included with this proposal are:

- Coordinate execution of the Contract Documents
- Coordinate and attend a pre-construction conference
- Coordinate, attend, and facilitate neighborhood informational meeting with Contractor and SEH/WIDSETH team in attendance after pre-construction conference - up to one (1) meeting.
- Prepare project website updates
- Review Contractor material submittals and shop drawings for compliance with the plans and specifications
- Coordinate and conduct weekly construction meetings. Up to 16 meetings.
- Project status reports (monthly during active construction).
- SWPPP monitoring
- Wage rate compliance review and reporting, as necessary.
- Preparation of Contractor payment requests. Up to five (5) payment requests.
- Review and preparation of change orders and work directives
- Serve as the liaison between City, County, Contractor and the Public
- Review project status, pay estimates and change orders with Utilities Commission and City Council
- Deliverables: Agendas and meeting minutes/notes, copies of pertinent project correspondence.

CONSTRUCTION OBSERVATION

We propose to provide construction observation services (ie Resident Project Representative) to document conformance to the Contract Documents. Specific tasks included with this proposal are:

- Provide part-time field observation of the following items
 - Traffic control
 - Removals

- Clearing and grubbing
- Roadway subgrade
- Aggregate base
- Pavement markings and signage
- Restoration and project clean up
- Provide full-time field observation of the following items
 - Sanitary sewer
 - Water
 - Storm sewer
 - Concrete curb & gutter and flatwork
 - Bituminous roadway and driveways
- Observe and document testing procedures and results
- Document daily work activities for conformance to the plans and specifications
- Measure and document bid items for payment
- Assist the City with the final walkthrough and project closeout.
- Assumes up to 1,000 hours of observation.
- Deliverables: Copies of pertinent project documentation.

POST-CONSTRUCTION SERVICES

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

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

ASSUMPTIONS & EXCLUSIONS

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

- City will pay for any advertising and publication fees (not included in SEH’s fees).
- No wetland delineations/permitting are required.
- The current access to the Highland Scenic Apartments (NW quadrant of Cypress Dr/CSAH 48) will be closed and not relocated. Multiple iterations of access/driveway relocation scenarios is excluded.
- Environmental services (potential soil/groundwater contamination) are not required.
- No public informational meeting is desired during the design phase.
- No special landscaping is desired for the interior of the roundabout.
- The following services are assumed will be provided in a future separate contract or contracted directly with the City:
 - Property acquisition services. It is assumed that when the full extent of property acquisition needs are known, a contract amendment would be executed for providing acquisition support.
 - Preliminary sewer cleaning & televising.
 - Any special preliminary geotechnical testing determined necessary by the final design (ex. double split ring infiltrrometer testing).
 - Construction Materials Testing (CMT). The CMT scope will be based on the final construction Contract Documents.
- The following services are being provided by already executed separate contracts:
 - ICE report for the Cypress/CSAH 48 intersection.

Honorable Mayor and City Council
 June 21, 2022
 Page 6

- Feasibility report, preliminary assessment calculations, and improvement hearing support.
- Geotechnical investigation and evaluation (soil borings).
- Construction phase services fees are based on up to 16 weeks of construction in 2023. Construction services beyond 16 weeks would be considered Additional Services.
 - Construction observation (Resident Project Representative) services beyond 1,000 hours would be considered Additional Services.

We will also furnish such Additional Services as you may request or as required.

Your budgetary limitations for construction of the Project should be provided to us in writing at an early date. We will endeavor to work within those limitations. Where appropriate, if the estimated cost exceeds the budget, we will either request an adjustment in the budget or suggest a revision in the extent or quality of the Project to assist in bringing construction cost back within the budget. We do not guarantee that our opinions of probable construction cost will not differ materially from negotiated prices or bids. If you wish greater assurance as to probable construction cost or if you wish formal estimates, an independent cost estimator should be employed.

SCHEDULE

Our team is ready to begin work upon authorization of the contract. Construction is planned for 2023 with project delivery intended to generally follow the major milestones outlined in the feasibility study. Note, the schedule could change beyond the control of the SEH team such as the date of notice to proceed, review turnaround times, right of way acquisition, funding, and apartment complex developer accommodations.

COMPENSATION

SEH proposes to complete all the services listed in this scope of work on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage and equipment in the Not-To-Exceed amount of \$614,000.00.

Thank you again for the opportunity to propose on this project. I look forward to discussing the scope further with you.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Scott D. Hedlund, PE, PMP
 Senior Project Manager

sh

c: Aric Welch – WIDSETH

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ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Proposal for Engineering Services - City Street Micro Surfacing Pavement Management Program Update

Approval Required: Simple Majority Vote

BACKGROUND

In 2021 the City of Baxter Pavement Management Plan was updated to include Micro Surfacing as the pavement maintenance strategy for city streets. The estimated costs of the maintenance portion of the pavement management plan are based on an estimated cost of \$5 per square yard for Micro Surfacing and the 2021 Micro Surfacing Project cost \$4.79 per square yard. In 2022 Bolton & Menk has seen an increase in the cost of labor, oil, and bituminous products. The 2022 Micro Surfacing Project Bid resulted in a unit cost of \$7.69 per square yard. Bolton & Menk does not anticipate the price of Micro Surfacing to return to 2021 levels which will affect the city's ability to complete planned pavement management projects in subsequent years.

City staff has requested Bolton & Menk prepare a proposal to update the street segments to be Micro Surfaced each year, update the annual budget of the micro surfacing portion of pavement management plan and analyze if an increase in franchise fee rates is warranted to fund the program. Currently franchise fees generate approximately \$320,000 annually for street pavement management.

FINANCIAL IMPLICATIONS

Funds will be taken from the Franchise Fee's that goes towards the Pavement Management Plan in order to pay for engineering fees.

STAFF RECOMMENDATIONS

Staff recommends approval of the Bolton & Menk Proposal for Engineering Services - City Street Micro Surfacing Pavement Management Program Update in the Not to Exceed Amount of \$8,200.00.

COUNCIL ACTION REQUESTED

Motion to approve the Bolton & Menk Proposal for Engineering Services - City Street Micro Surfacing Pavement Management Program Update in the Not to Exceed Amount of \$8,200.00.



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& MENK**

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State 200
Baxter, MN 56425-8676

Item 27.
Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

June 7, 2022

Mr. Trevor Walter, Public Works Director/City Engineer
City of Baxter
13190 Memorywood Drive
PO Box 2626
Baxter, MN 56425

RE: Proposal for Engineering Services
City Street Micro Surfacing Pavement Management Program Update
City of Baxter, Minnesota

Dear Mr. Walter,

In 2021 the City of Baxter Pavement Management Plan was updated to include Micro Surfacing as the pavement maintenance strategy for city streets. The city completed its first Micro Surfacing project in 2021 on Clearwater Road and Inglewood Drive. The estimated costs of the maintenance portion of the pavement management plan are based on an estimated cost of \$5 per square yard for Micro Surfacing and the 2021 Micro Surfacing Project cost \$4.79 per square yard. In 2022 we have seen an increase in the cost of labor, oil, and bituminous products. The 2022 Micro Surfacing Project Bid resulted in a unit cost of \$7.69 per square yard. We do not anticipate the price of Micro Surfacing to return to 2021 levels which will affect the city's ability to complete planned pavement management projects in subsequent years.

City staff has requested Bolton & Menk prepare a proposal to update the street segments to be Micro Surfaced each year, update the annual budget of the micro surfacing portion of pavement management plan and analyze if an increase in franchise fee rates is warranted to fund the program. Currently franchise fees generate approximately \$320,000 annually for street pavement management.

Scope of Services: We propose to provide the following services:

1. Update the pavement maintenance portion of the City of Baxter Pavement Management Plan to include the street segments to be Micro Surfaced each year and update the annual budget based on recent increased project costs.

Deliverables – Revised database and cost estimates

2. Analyze franchise fees funding

Deliverable – Analysis of Pavement Maintenance Fund balance and funding required to sustain the program.

Name: Mr. Trevor Walter
Date: June 7, 2022
Page: 2

City Obligations: To complete this work, BMI will need the City to:

- 1. Provide calculation of funding available for pavement management program.
- 2. Provide a list and maps identifying future planned improvement projects.
- 3. Provide comments / input on the proposed street segments and cost estimates.

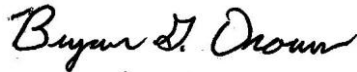
Finally, it is understood that BMI will complete the Pavement Management Plan update by August 2022 for adoption ahead of the 2023 City Budget Cycle.

Proposed Budget: We propose to provide the above-described services for an hourly not to exceed cost of \$8,200.

Thank you for the opportunity to present this proposal. Please feel free to contact me at 218-821-5242 or via e-mail at bryan.drown@bolton-menk.com if you have any questions or if you require additional information.

Sincerely,

Bolton & Menk, Inc.



Bryan G. Drown, PE
Project Manager

We hereby accept this proposal and authorize Bolton & Menk, Inc. to proceed with this work.

Accepted:		
	Darrel Olson, Mayor	Kelly Steele, Assistant City Administrator / City Clerk

Date:		
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ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2022 Foley Road, Isle Drive, and Forthun Road Improvements Project Update, City Improvement No. 4114

Approval Required: No Action Required

BACKGROUND

City Council award the construction contract to R.L. Larson Excavating of St. Cloud, MN at the April 5, 2022 meeting.

A 15' drainage and utility easement is proposed along the Foley Road frontage road adjacent to the proposed intersection with Inglewood Drive as well as utility easements for sewer and water services to three landlocked parcels. Appraisals to acquire these easements have been completed and acquisition offers were approved by the City Council on April 5, 2022. Negotiations with property owners are ongoing.

Shop drawings for materials related to sanitary sewer, watermain, and storm sewer have been submitted, reviewed, and approved. Bolton & Menk does not anticipate supply chain issues with RL Larson obtaining these materials.

A preconstruction meeting was held with the contractor and utility companies on May 19, 2022. R.L. Larson plans to begin placing traffic control and erosion control perimeter control the week of May 30th and begin grading operations June 8th. They plan to construct the mini roundabout at Isle Drive and Forthun Road first with the detour to be in-place on June 20th. Excess material will be hauled from Isle Drive and Forthun Road intersection to Foley Road in the area of the Inglewood Drive intersection. Sewer and Water installation on Foley Road is planned for mid-July. Attached is the schedule presented at the preconstruction meeting.

A neighborhood meeting was held on Thursday, June 2, 2022 at 6:00 p.m. to review the proposed construction and construction schedule with residents and business owners.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED

2022 Foley Road, Isle Drive, & Forthun Road Improvements Project - Preliminary Project Schedule
RL Larson Excavating, Inc.

ID	Task Name	Duration	Start	Finish	Resource Names
1	Project Start Date	0 days	Tue 5/31/22	Tue 5/31/22	
2	Traffic Control: General & Foley Rd Closure	1 day	Tue 5/31/22	Tue 5/31/22	ITS
3	Install Silt Fence / Erosion Control	2 days	Tue 5/31/22	Wed 6/1/22	RL Larson - Restoration
4	Clearing & Grubbing	4 days	Thu 6/2/22	Tue 6/7/22	Fletcher
5	Topsoil Stripping: Foley Sta. 5+55 - 91+74	4 days	Wed 6/8/22	Mon 6/13/22	RL Larson - Grading
6	Reclaim: Foley Sta. 5+55 - 34+80 & 78+42 - 91+74	4 days	Wed 6/8/22	Mon 6/13/22	Midstate Reclamation
7	Pavement Removal: 34+80 - 78+42	4 days	Tue 6/14/22	Fri 6/17/22	RL Larson - Grading
8	Traffic Control: Isle Drive / Forthun Rd Closure	1 day	Mon 6/20/22	Mon 6/20/22	ITS
9	Topsoil Stripping: Isle Dr & Forthun Rd	1 day	Mon 6/20/22	Mon 6/20/22	RL Larson - Grading
10	Pavement Removal: Isle Dr & Forthun Rd	2 days	Tue 6/21/22	Wed 6/22/22	RL Larson - Grading
11	Install Dewatering: Isle Dr & Forthun Rd Pond	2 days	Thu 6/23/22	Fri 6/24/22	Northern Dewatering
12	Rough Grading: Isle Drive & Forthun Rd	5 days	Thu 6/23/22	Wed 6/29/22	RL Larson - Grading
13	Rough Grading: Foley Sta. 5+55 - 91+74	17 days	Thu 6/23/22	Fri 7/15/22	RL Larson - Grading
14	Pond Excavation - Isle Drive Pond Area	8 days	Thu 6/30/22	Mon 7/11/22	RL Larson - Grading
15	Install Storm Sewer - Isle Dr & Forthun Rd	6 days	Tue 7/12/22	Tue 7/19/22	RL Larson - Pipe
16	Install Dewatering: Foley Road	3 days	Wed 7/13/22	Fri 7/15/22	Northern Dewatering
17	Install Sanitary Sewer: Foley Rd	12 days	Wed 7/20/22	Thu 8/4/22	RL Larson - Pipe
18	Install Water Main: Foley Rd	16 days	Fri 8/5/22	Fri 8/26/22	RL Larson - Pipe
19	Install Storm Sewer: Foley Rd	6 days	Mon 8/29/22	Mon 9/5/22	RL Larson - Pipe
20	Subgrade & Aggregate Base: Isle Dr & Forthun R	5 days	Wed 7/20/22	Tue 7/26/22	RL Larson - Grading
21	Install Lighting Conduit Xings: Isle Dr & Forthun	1 day	Wed 7/20/22	Wed 7/20/22	Design Electric
22	Concrete C&G + Roundabout: Isle Dr & Forthun	4 days	Wed 7/27/22	Mon 8/1/22	Knife Lake Concrete
23	Install Light Bases & Cabinets: Isle Dr & Forthun	2 days	Tue 8/9/22	Wed 8/10/22	Design Electric
24	Backfill Concrete & Prep Trail: Isle Dr & Forthun	2 days	Tue 8/9/22	Wed 8/10/22	RL Larson Grading
25	Concrete Flatwork: Isle Dr & Forthun Rd	2 days	Wed 8/10/22	Thu 8/11/22	Knife Lake Concrete
26	Tolerance Aggregate Base: Isle Dr & Forthun Rd	2 days	Fri 8/12/22	Mon 8/15/22	RL Larson - Grading
27	Bituminous Base Course: Isle Dr & Forthun Rd	1 day	Tue 8/16/22	Tue 8/16/22	Anderson Brothers
28	Install Lighthing Units: Isle Dr & Forthun Rd	2 days	Wed 8/17/22	Thu 8/18/22	Design Electric
29	Bituminous Trail: Isle Dr & Forthun Rd	1 day	Fri 8/19/22	Fri 8/19/22	Anderson Brothers
30	Concrete Pedestrian Ramps: Isle Dr & Forthun R	1 day	Mon 8/22/22	Mon 8/22/22	Knife Lake Concrete
31	Topsoil Placement: Isle Dr & Forthun Rd	2 days	Tue 8/23/22	Wed 8/24/22	RL Larson - Grading
32	Install Signing	2 days	Thu 8/25/22	Fri 8/26/22	ITS
33	Turf Establishment: Isle Dr & Forthun Rd	1 day	Mon 8/29/22	Mon 8/29/22	RL Larson - Restoration
34	Bituminous Wear Course: Isle Dr & Forthun Rd	1 day	Tue 8/30/22	Tue 8/30/22	Anderson Brothers
35	Pavement Markings	1 day	Wed 8/31/22	Wed 8/31/22	Sir Lines-A-Lot
36	Subgrade & Aggregate Base: Foley Rd	8 days	Tue 8/30/22	Thu 9/8/22	RL Larson - Grading
37	Install Lighting Conduit Xings: Foley Rd	1 day	Tue 8/30/22	Tue 8/30/22	Design Electric
38	Concrete Curb & Gutter: Foley Rd	8 days	Fri 9/9/22	Tue 9/20/22	Knife Lake Concrete
39	Install Light Bases & Cabinets: Foley Rd	2 days	Mon 9/26/22	Tue 9/27/22	Design Electric
40	Backfill Concrete & Prep Trail: Foley Rd	5 days	Wed 9/21/22	Tue 9/27/22	RL Larson - Grading
41	Tolerance Aggregate Base: Foley Rd	4 days	Mon 9/26/22	Thu 9/29/22	RL Larson - Grading
42	Bituminous Base Course: Foley Rd	3 days	Fri 9/30/22	Tue 10/4/22	Anderson Brothers
43	Install Lighting Units: Foley Rd	1 day	Wed 10/5/22	Wed 10/5/22	Design Electric
44	Bituminous Trail: Foley Rd	2 days	Wed 10/5/22	Thu 10/6/22	Anderson Brothers
45	Concrete Pedestrian Ramps / Aprons: Foley Rd	3 days	Fri 10/7/22	Tue 10/11/22	Knife Lake Concrete
46	Topsoil Placement: Foley Rd	5 days	Wed 10/12/22	Tue 10/18/22	RL Larson - Grading
47	Install Signing: Foley Rd	2 days	Wed 10/12/22	Thu 10/13/22	ITS
48	Turf Establishment: Foley Rd	4 days	Wed 10/19/22	Mon 10/24/22	RL Larson - Restoration
49	Bitumionus Wear Course: Foley Rd	2 days	Tue 10/25/22	Wed 10/26/22	Anderson Brothers
50	Pavement Markings: Foley Rd	2 days	Thu 10/27/22	Fri 10/28/22	Sir Lines-A-Lot

PROJECT SCHEDULE UPDATE & STATUS
2022 INGLEWOOD DRIVE RAILWAY CROSSING AND ASSOCIATED ROADWAY IMPROVEMENTS PROJECT
BAXTER, MN
 Thursday, May 26, 2022

MAJOR TASKS AND MILESTONES	DATES	REMARKS	NOTES
Proposals Due	Friday, January 24, 2020		
Award of Consultant Contract	Tuesday, February 18, 2020	City Council Meeting	
Project Construction delayed to 2022	Tuesday, June 2, 2020	Delay to coordinate improvements with TH 210 Study Recommendations	
Receive Preliminary TH 210 Recommendations	Thursday, February 18, 2021		
Staff Review of Updated Project Layout	Tuesday, March 2, 2021		
Review Update Project Layout	Tuesday, April 6, 2021	City Council Workshop	
Project Update	Wednesday, June 2, 2021	Utilities Commission Meeting	
Railroad Diagnostic Meeting	Tuesday, June 29, 2021	Scheduled in coordination with BNSF and Benesch	
ICE Report - TH 210 and Inglewood Drive	Thursday, July 1, 2021		
Project Update	Wednesday, July 7, 2021	Utilities Commission Meeting	
Public Engagement Meeting	Thursday, July 8, 2021		
Receive Public Input (See Public Engagement Plan)	Friday, July 9, 2021	Project Website and InputID	
Project Update	Monday, August 9, 2021	Utilities Commission Meeting	
ICE Report - Isle Drive and Glory Road	Friday, September 3, 2021		
Review Updated Feasibility Study	Wednesday, September 8, 2021	Utilities Commission Meeting	
Review Updated Feasibility Study	Tuesday, September 21, 2021	City Council Meeting	
Accept Feasibility Report and Order Improvement Hearing	Tuesday, September 21, 2021	City Council Meeting	
First Published Notice for Improvement Hearing	Sunday, September 26, 2021	Twice in local newspaper, one week apart, last notice must be at least three days prior to hearing.	
City Mailed Notice for Improvement Hearing	Monday, September 27, 2021	One notice at least 10 days prior to hearing.	
Second Published Notice for Improvement Hearing	Sunday, October 3, 2021	Must be at least three days prior to hearing.	
Improvement Hearing Conducted	Thursday, October 7, 2021	Special City Council Meeting	
Resolution Ordering Improvement and Preparation of Plans and Specifications	Tuesday, October 19, 2021	City Council Meeting	
First Submittal Project Memorandum	Friday, October 29, 2021	Required for Federal Aid Process	
Signed/Approved Project Memorandum	Wednesday, March 9, 2022	Required for Federal Aid Process	Delayed due to funding splits between agencies and Independent Utility
Draft Agreement - BNSF - Construction & Maintenance	Friday, March 11, 2022	Accelerates approval to have City review	
State Aid Mileage and Revision Request & Pre-Approval	Monday, March 14, 2022	Step one of revising State Aid Route	Needed City Council Resolution
Agreement - BNSF - Obtain Easements	Tuesday, March 15, 2022	3 Areas, 4 Easements (1 P/E, 3 T/E), \$57,065	Check Request for March 15 City Council, Not into affect until C&M is signed
Estimate - BNSF - Signal Estimate	Tuesday, March 22, 2022	Signal estimate for RR Crossing	
BNSF Maintenance Negotiation Meeting	Tuesday, March 29, 2022		
BNSF/City Maintenance Negotiation Period	3/23/22 thru 4/25/22	City to accept or counteroffer	
Obtain State Aid Number (SP) for Plan Set	Monday, April 11, 2022	Need number to be able to insert into plan set	For advancement and use of SA funds
Construction Private Utility Meeting	Monday, April 18, 2022	Meeting to finalize utility relocations and timelines	
Resolution to Approved Lump Sum Payment of BNSF Maintenance	Tuesday, April 19, 2022	7:00 p.m. at Baxter City Hall	\$645,910 was the agreed amount
Construction & Maintenance Agreement - BNSF - Roadway Crossing	Tuesday, May 3, 2022		City Approval of the Agreement
State Aid Advancement of Funding Approval	Tuesday, May 3, 2022	City Council Meeting	
Agreement - BNSF - License for Electrical Supply Line	Tuesday, May 17, 2022		Not into affect until C&M is signed
Agreement - BNSF - License for Sidewalk	Tuesday, May 17, 2022		Not into affect until C&M is signed
Agreement - BNSF - Grade Crossing Construction and Maintenance Agreement	Tuesday, May 17, 2022	City Requesting Lump Sum Payment	
Construction Amendment-CMT, CA, FP, etc.	Tuesday, June 21, 2022	Need for Fees to Complete Construction Administration	Presented at June 8, 2022 Utilities Commission Meeting first
BNSF to Order Railroad Xing Signal	Thursday, July 7, 2022	Need to order to guarantee product by Spring 2023	Lead times are up to 180 days
MnDOT Commissioner's Orders on Railroad Crossing	Thursday, September 1, 2022		(Need to confirm with MnDOT Hall)
Final Plans, Specifications, and Estimate	Wednesday, December 1, 2021	Internal Design Deadline	
Approve Plans and Specifications and Authorize Advertisement for Bid	Wednesday, December 8, 2021	Utilities Commission Meeting	
Approve Plans and Specifications and Authorize Advertisement for Bid	Tuesday, December 21, 2021	City Council Meeting	
Bidding Publication	Wednesday, December 22, 2021	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.	
Project Update	Wednesday, January 5, 2022	Utilities Commission Meeting	
Bid Opening	Thursday, January 20, 2022	By default bid remains subject to acceptance for 60 days after the Bid opening.	RL Larson was the Low Bidder
Resolution Ordering Preparing Assessments and Setting Hearing	Wednesday, February 2, 2022	City Council Meeting	
Bid review with Utilities Commission	Thursday, February 3, 2022	Utilities Commission Meeting	
Mailed Notice for Assessment Hearing	Tuesday, February 8, 2022	One notice at least two weeks prior to hearing	
Published Notice for Assessment Hearing	Wednesday, February 9, 2022	Once in local newspaper at least two weeks prior to hearing.	
Assessment Hearing	Thursday, February 24, 2022	Special City Council Meeting	
Resolution Adopting Assessment Rolls	Tuesday, March 1, 2022	City Council Meeting	
Appraisals Completed	Tuesday, March 29, 2022	All private and commercial properties	Bill Ludunia Completing
Offer Letters, W-9, Summary Cover Sheet, RCA	Tuesday, March 29, 2022	For Council Packet	Due at Noon, Bolton & Menk and Brad Person
End of Assessment Appeal Period	Thursday, March 31, 2022	Appeals to district court must be made within 30 days after adoption of the assessment roll.	
Resolution Awarding Construction Contract	Tuesday, April 5, 2022	City Council Meeting	Original Schedule date
Approve Offers to Property Owners	Tuesday, April 5, 2022	City Council Meeting	Property Owners have 60 days to accept
Notice of Award	Wednesday, April 6, 2022	Contractor has 15 days to deliver signed agreement, bonds, and insurance certificates.	
Certified Mail Offer Letters to Property Owners	Wednesday, April 6, 2022	Tracking Record of Offer	
Pre-Construction Meeting	Thursday, May 19, 2022	10:00 am at Baxter City Hall	
Public Construction Informational Meeting	Thursday, June 2, 2022		RL Larson to be present and discuss construction schedule
Begin Construction	Monday, June 6, 2022	22 Weeks of Full Time Construction	
Offers Expire - File for Condemnation (if needed)	Tuesday, June 7, 2022	If no condemnation, full property acquisition.	If full acquisition obtained, 7 days off specifications in contract.
Title and Possession per Condemnation (if needed)	Tuesday, September 6, 2022	Full property acquisition	This would be 97 days off specifications in contract if scenario
Construction Complete	Monday, November 14, 2022	Construction Substantially Complete	
MnDOT Layout Approval	Wednesday, September 22, 2021		
100% Final Plans, Specifications, and Estimate	Monday, January 10, 2022	Internal Design Deadline	Accelerated 3 months from previous due to Cooperative Agreement Timeline
MnDOT D3 District Approval/CO Submittal/Funding Splits Determined	Monday, March 14, 2022	Additional State Documents required and submitted: QMP, Utility Certificate, Resolution	
Approve Plans and Specifications through MnDOT CO	Friday, April 29, 2022	Need to maintain Federal Aid and Coop processes	
Resolution to Hold Hearing on Knollwood Closure	Tuesday, May 3, 2022	City Council Meeting	Required per BNSF C&M
Resolution to Enter into Federal Aid Agreements	Tuesday, May 3, 2022	City Council Meeting	Required per Federal Aid Process
Resolution for No Parking on Foley/Inglewood	Tuesday, May 3, 2022	City Council Meeting	Required per Federal Aid Process
Approve Plans and Specifications and Authorize Advertisement for Bid	Wednesday, May 4, 2022	Utilities Commission Meeting	
Approve Plans and Specifications and Authorize Advertisement for Bid	Tuesday, May 17, 2022	City Council Meeting	
State Funds Encumbered	Wednesday, May 25, 2022		Final Deadline is June 30, 2022
Public Hearing and Resolution for Knollwood Closure	Tuesday, June 7, 2022	City Council Meeting	Required per BNSF C&M Exhibit B
Federal Funds Encumbered	Wednesday, June 8, 2022		Final Deadline is July 1, 2022
MnDOT CO and Federal Aid Authorization, Cooperative Agreement Signed and Completed	Wednesday, June 8, 2022	Additional Federal Documents required: R/W Certificate, Force Account, PIF, DCP Forms	Key Date
Obtain DBE Goal for the Project at FA	Friday, June 10, 2022	Required for Federal Aid Process	Tentative per Federal Aid Approval
Bidding Publication	Sunday, June 12, 2022	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.	
Bid Opening	Thursday, July 7, 2022	By default bid remains subject to acceptance for 90 days after the Bid opening.	
Resolution Ordering/Preparing Assessments and Setting Hearing	Tuesday, July 12, 2022		
Mailed Notice for Assessment Hearing	Thursday, July 14, 2022		
Published Notice for Assessment Hearing	Friday, July 15, 2022		
Assessment Hearing	Thursday, July 21, 2022	Special City Council Meeting	
Resolution Adopting Assessment Rolls	Tuesday, July 26, 2022	Special City Council Meeting	
Bid review with Utilities Commission	Wednesday, August 3, 2022	Special Utilities Commission Meeting	
MnDOT Bid Review and Approval	Friday, August 19, 2022	Assume 5 weeks for MnDOT bid review and authorization	
End of Assessment Appeal Period	Friday, August 26, 2022	Appeals to district court must be made within 30 days after adoption of the assessment roll.	
Resolution Awarding Construction Contract	Tuesday, September 6, 2022	City Council Meeting	
Notice of Award	Tuesday, September 6, 2022	Contractor has 15 days to deliver signed agreement, bonds, and insurance certificates.	
Pre-Construction Meeting	Thursday, September 15, 2022	10:00 am at Baxter City Hall	
Begin Construction	Monday, September 26, 2022	Contractor can wait in 2022	Some work expected this year but most in 2023
Submit Pay Request for 2022	Tuesday, November 1, 2022	Billing to meet Federal Requirements	Pay contractor for Materials at least
Substantial Completion	Wednesday, August 16, 2023	Substantial Completion	
Construction Complete	Wednesday, August 30, 2023	Final Completion	

TOTAL PROJECT

Project 1: Foley Road Improvements

Project 2: TH 210 Improvements (State/Federal/State Aid Funded)

NOTES
 1 City Council Meetings held on 1st and 3rd Tuesdays @ 7:00 p.m.
 2 Utilities Commission Meetings held on 1st Wednesday @ 5:30 p.m.
 3 All dates are subject to change, this is a living document. Dates may change based on coordination with other 2021 & 2022 projects and external agencies and their timelines.



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2022 Trunk Highway 210 & Inglewood Drive Railway Crossing Improvements Project Update

Approval Required: Simple Majority Vote

BACKGROUND

PROJECT UPDATE AS OF May 27, 2022

BNSF

The public hearing for the closure of Knollwood Drive will be held at the June 7, 2022 City Council meeting. This will meet the requirements of obtaining a signed resolution from the City of Baxter by BNSF as part of the R/W process. Following the hearing, a resolution is proposed for the City Council at the same meeting of June 7, 2022.

MnDOT

The Project was expected to start advertisement for this TH 210/Inglewood Drive project May 18, 2022 but has since been delayed because MnDOT District 3 and MnDOT Central office has stated that a signed BNSF Construction & Maintenance Agreement doesn't meet the requirements to obtain a signed R/W certificate for the project. A signed R/W certificate is needed to obtain state authorization of the project and authorization of the project is needed to advertise.

In order to obtain a signed R/W Certificate, MnDOT has directed the project team to obtain the signed easement documents from BNSF. MnDOT has recommended that the City submit a Public Interest Finding (PIF) letter to allow for authorization of the project from the State and Federal Aid which allows for the approval of advertisement despite not receiving those signed easement documents. MnDOT has stated that the City cannot open the bids until the signed easement documents are submitted to them. If the signed documents are not in place by July 7, 2022 an addendum will be issued extending the bid opening date accordingly.

State funds for the project have been encumbered as of May 25, 2022. This means that the project has officially solidified the funding for construction and the threat of losing the funds from not meeting the deadline date of June 30, 2022 is no longer present.

Federal Aid

With the City expected to move forward with submitting the PIF letter, the federal authorization is expected to be obtained June 10, 2022. It shall be noted that the deadline to encumber the Federal funds is July 1, 2022. That means the project will need to obtain authorization by that date. Anything past that date up to September 30, 2022 which is the end of the Federal fiscal year, will need special State approval or the funding will be lost. The project team is highly aware of this deadline and continues to work with Federal Aid to meet these deadline requirements.

Schedule

See attachment for specific details.

FINANCIAL IMPLICATIONS

None

STAFF RECOMMENDATIONS

None

COUNCIL ACTION REQUESTED

None



ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2023 Knollwood Drive Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

1. Summary of Work Last Month
 - Widseth is Preparing for the Improvements hearing

2. Summary of Scheduled Work (see attached Project Schedule)
 - Improvement Hearing is scheduled to be held at 6:00 pm on Thursday, June 16, 2022.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED

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PROPOSED PROJECT SCHEDULE
2023 KNOLLWOOD DRIVE IMPROVEMENTS, MUNICIPAL PROJECT NO. 4132
BAXTER, MN
Tuesday, April 26, 2022

MAJOR TASKS AND MILESTONES	DATES	REMARKS	NOTES
Preliminary Project Review	Tuesday, August 17, 2021	Utilities Commission Meeting	
Preliminary Project Review	Tuesday, August 17, 2021	City Council Workshop	
Preliminary Project Option Review	Tuesday, September 7, 2021	City Council Workshop	
Preliminary Project Option Review	Tuesday, September 21, 2021	City Council Workshop	
Resolution Ordering Preparation of Feasibility Report	Tuesday, October 19, 2021	City Council Meeting	
Public Information Meeting	Thursday, October 21, 2021		
Public Information Meeting	Thursday, December 2, 2021		
Project Option Review	Tuesday, September 21, 2021	City Council Workshop	
Recommendation to Approve Feasibility Report	Wednesday, March 2, 2022	Utilities Commission Meeting	
Review Feasibility Report at Council Workshop	Tuesday, March 15, 2022	City Council Meeting	
Resolution Receiving Feasibility Report and Calling Improvement Hearing	Tuesday, March 15, 2022	City Council Workshop and Meeting	
Mailed Notice for Improvement Hearing	Friday, June 3, 2022	One notice at least 10 days prior to hearing	
First Published Notice for Improvement Hearing	Sunday, June 5, 2022	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	Sunday, June 12, 2022		
Improvement Hearing	Thursday, June 16, 2022		
Request for Proposals from Engineering Consultants	Summer 2022		
Award of Consultant Contract	Summer 2022	City Council Meeting	
Resolution Ordering Improvement and Preparation of Plans	Summer 2022	City Council Meeting	
Design and Preparation of Plans and Specifications	Summer/Fall 2022		
Review Plans and Specifications	Fall/Winter 2022	Utilities Commission Meeting	
Resolution Approving Plans and Specifications and Ordering Advertisement for Bids	Fall/Winter 2022	City Council Meeting	
Bidding Publication	Spring/Summer 2023	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	Winter 2022/2023	By default bid remains subject to acceptance for 60 days after the Bid opening.	
Resolution Ordering Assessment Hearing	Winter 2023	City Council Meeting	
Mailed Notice for Assessment Hearing	Winter 2023	One notice at least two weeks prior to hearing	
Published Notice for Assessment Hearing	Winter 2023	Once in local newspaper at least two weeks prior to hearing.	3
Bid review with Utilities Commission	Winter 2023	Utilities Commission Meeting	
Assessment Hearing	Winter 2023		
Resolution Adopting Assessment Rolls	Winter/Spring 2023	City Council Meeting	
End of Assessment Appeal Period	Winter/Spring 2023	Appeals to district court must be made within 30 days after adoption of the assessment roll.	
Notice of Award	Winter/Spring 2023	City Council Meeting. Contractor has 15 days to deliver signed agreement, bonds, and insurance certificates.	
Pre-Construction Meeting	Spring 2023		
Public Information Meeting - Construction	Spring 2023		
Begin Construction	Spring 2023	3 Months of Full Time Construction	
Construction Complete	Summer/Fall 2023		

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 Sundays. Deadline for Wednesday publication is noon on Monday and deadline for Sunday publication is noon on Thursday.
5. **All dates are subject to change, this is a living document. Dates may change based on coordination with other 2023 projects.**



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: CSAH 48 Corridor Traffic Study Monthly Update

Approval Required: No Action Required

BACKGROUND

The purpose of this study is to analyze the County Road 48 (CSAH 48) corridor between Isle Drive and College Road to determine the existing and future roadway needs. In the near term (2023) the City of Baxter is planning to extend Cypress Drive to the south and connect to CSAH 48. This study will include determining the appropriate roadway traffic control at the new Cypress Drive/CSAH 48 intersection as well as looking at the future needs of other intersections along the corridor. The study also includes a high-level review of the need for and configuration of a potential interchange at TH 371. This location has been considered for an interchange in previous long-range plans. In January, the City hired SEH to assist with this study. SEH major tasks include project management, data collection, and the corridor study. Subtasks that make up the corridor study include 5-year crash history review, traffic forecasts, trip generation and distribution, intersection warrant analysis, traffic operations analysis, high level TH 371/ CSAH 48 interchange analysis, access spacing recommendations, concept layout development, preparing a corridor study report document summarizing overall findings, and preparing a standalone intersection control evaluation (ICE) report for the CSAH 48/ Cypress Drive intersection.

05/26/2022 Update

SEH met with City staff on 5/24/2022 to discuss traffic forecasts and trip generation assumptions. SEH is currently working on finalizing the traffic forecasts, trip generation, trip distribution, and intersection warrant analysis. The next City and County Engineers check-in meeting is planned for late June after trip generation, warrant analysis, and access review is complete. The goal is to complete the Corridor Study Report and Cypress/CSAH 48 ICE Report by the end of the Summer.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED

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ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022
 Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Eagle Drive Area Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

The cost estimate and assessment calculations have been updated for the CIP.

Remaining Work

1. Review draft report with City Staff.
2. Modify report as required.
3. Finalize report and submit for Utilities Commission review.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED

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ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022
 Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Holiday Station Store Contamination Project Monthly Update.

Approval Required: No Action Required

BACKGROUND

MPCA is reviewing the monitoring report submitted by Antea Group. It will likely take the MPCA a couple of months to finish their review. WIDSETH will check with Antea Group periodically for updates.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED

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ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022
 Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Inglewood Drive Drainage Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

WiDSETH is not aware of any new information on this project since the County issued the signed Notice of Decision on March 3, 2020. As surface levels rise, City staff should continue to monitor the water levels in the area to determine if additional work is required.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED

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ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: HR Green MS4 Contract Project Monthly Update

Approval Required: Simple Majority Vote

BACKGROUND

The City of Baxter, MN (City) entered into an agreement with HR Green on April 21st, 2021 to complete and submit the City's MS4 Permit as well as to update its MS4 Program. As part of this scope of services, HR Green developed a revised City Code Chapter 5: Stormwater Controls and Regulations. This revision updated language to reflect the needs of the current City MS4 Permit and refined/streamlined content. This revised Code retains performance criteria for various stormwater treatment practices and eliminates specifics of engineering design standards which are currently being incorporated into a new Stormwater Design Manual. The purpose of the manual is to present stormwater design standards development and redevelopment that occurs within the City. Consistent with City Ordinances, this manual serves as the design guide criteria for public and private development and redevelopment. The manual does not supplant City Ordinances but provides unique design criteria and methods for development of stormwater best management practices that can be updated as State language updates. Specifically, the Construction Stormwater General Permit that developers must adhere to is scheduled to start being revised in 2023 and may affect the details of how best management practices and construction sites are designed and managed. The Baxter Stormwater Design Manual can easily be updated by Staff without needing to bring changes to City Council or the Utility Commission for approval as it will not affect City Code. The manual also assists City staff with reviews of permitted projects by providing a succinct set of criteria to screen with.

The Manual incorporates all content earlier developed by the City with additional content related to the Minnesota Stormwater Manual as well as from similar, shared plans from the Cities of Woodbury and Prior Lake.

Baxter Stormwater Manual Contents

SECTION ONE: Ordinances and Special Waters

SECTION TWO: Requirements from Other Organizations

SECTION THREE: General Design Guidelines

SECTION FOUR: Soil Boring Requirements

SECTION FIVE: Hydrology Modeling, Unified Sizing Criteria, and Detention and Discharge Rate Standards

SECTION SIX: Volume and Water Quality Control Design and Construction

SECTION SEVEN: Rate Control (Detention) Design and Construction

SECTION NINE: Underground Basin Requirements

SECTION ELEVEN: Emergency Overflows (EOFs)

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED

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ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Section 6 Area A1 Outlet Design Project Monthly Update

Approval Required: No Action Required

BACKGROUND

1. Summary of Work Last Month
 - City staff completed the property acquisition.

2. Summary of Work Scheduled this Month
 - Project is scheduled to start towards the end of June.
 - Schedule pre-construction conference.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED

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ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Section 6 Area A1 Outlet Right of Way Acquisition Support Project Monthly Update

Approval Required: No Action Required

BACKGROUND

The City has been working on this project for multiple years. WSN has prepared preliminary construction plans that are anticipated to be brought to the Utilities Commission and City Council this spring for approval. Construction is planned for 2021 pending acquisition of the necessary drainage easements from 4 parcels.

The City hired SEH to coordinate the right of way acquisition process including offering to meet with property owners and presenting offers. Necessary appraisals, title work, survey documents, and easement deeds have been prepared by others (not SEH), and the City Council has approved initial offer amounts in closed session in December 2020. Subsequent revised offers have been approved.

5/26/2022 Update

Settlements have been negotiated with all 4 parcels and the easements have been recorded.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

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ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Stormwater Basin Cleaning (SWPOND-105) Project Monthly Update.

Approval Required: Simple Majority Vote

BACKGROUND

The City has an annual goal of cleaning sediment build-up from their network of stormwater basins in accordance with their MS4 Permit requirements. The existing stormwater basin located on the east side of Menards across from Whispering Woods Lane (SWPOND-105) has been identified as requiring removal of excess sediment build-up. SEH performed a topographic survey of the pond in the summer of 2021. The City hired SEH in February to further assist the City with this project performing the following tasks: sediment testing, landfill disposal coordination, preparation of a quote package, bidding services, construction staking, construction administration support to the City, and as-built surveying of the stormwater basin upon completion of sediment excavation work.

5/26/2022 Project Update – Casey Zins, SEH

SEH has prepared a quote package and cost opinion for the proposed sediment excavation, disposal, and restoration work. In addition to the work outlined in the original scope, City Staff advised that several maintenance items were identified at basin 105 during the MS4 stormwater inspections and have asked us to incorporate that work into the plans and cost opinion. SEH will review the stormwater inspection reports that staff provided and include those items in the quote package. SEH plans to review the plans and cost opinion at the July Utilities Commission meeting. It is their understanding that due to the anticipated project costs; this information will be used for budgeting purposes for work to be performed in 2023.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

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ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: TH 210 Street Lighting Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

1. Summary of Work Last Month
 - Holden repaired washouts, placed topsoil, and reseeded.

2. Summary of Remaining Work
 - WiDSETH will monitor the seed growth.
 - Anticipate closing out the project next month.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED

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ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Support with the Update and Revision of Title 8, Chapter 2 – Sewer Use and Service, of the Baxter City Code Project Monthly Update

Approval Required: No Action Required

BACKGROUND

The City has been in discussions with the Brainerd Public Utilities (BPU) Commission on issuing the pretreatment agreement for the leachate from the BNSF tie facility. Staff feels that the best approach would be to develop a pretreatment permit structure where BPU would permit and monitor the parameters that could impact their treatment facility, and Baxter would permit and monitor those parameters that could impact the conveyance infrastructure owned by the City. The current code requires Baxter to permit and be responsible for the discharge from the tie facility but provides very little control over that discharge. This same approach could be applied to other significant industrial dischargers that discharge to Baxter's collection, but where the wastewater is treated by BPU. Any revenue derived from this wastewater is essentially a pass-through cost for the City. This new approach will require significant changes to the City's Sewer Use and Service Ordinance.

Staff advises that the current Sewer Use and Service Code has not undergone a comprehensive review and update since it was originally developed in the mid-1980's. Staff feels that it would be beneficial to undergo a comprehensive review and update in conjunction with the changes that will be necessary to implement the industrial pretreatment permitting modifications. It would enable the Ordinance/Code to be brought up to date with current regulatory conditions.

5/26/2022 Update

SEH reviewed the draft final suggested language updates with the Utilities Commission (UC) in February. The revisions and UC comments are being reviewed by the City Attorney prior to taking to the City Council for final approval in the coming months. SEH continues to coordinate with the City of Brainerd/BPU and their consultant on their ordinance updates. The last step in the process will be updating the City of Baxter's permit forms.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED

Click or tap here to enter text.



ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 6/8/2022

Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Wastewater Treatment Plant Charges for April 2022.

No Action Required

Approval Required:

BACKGROUND

This charge is billed on behalf of the Brainerd Public Utilities to cover the cost of treating the wastewater.

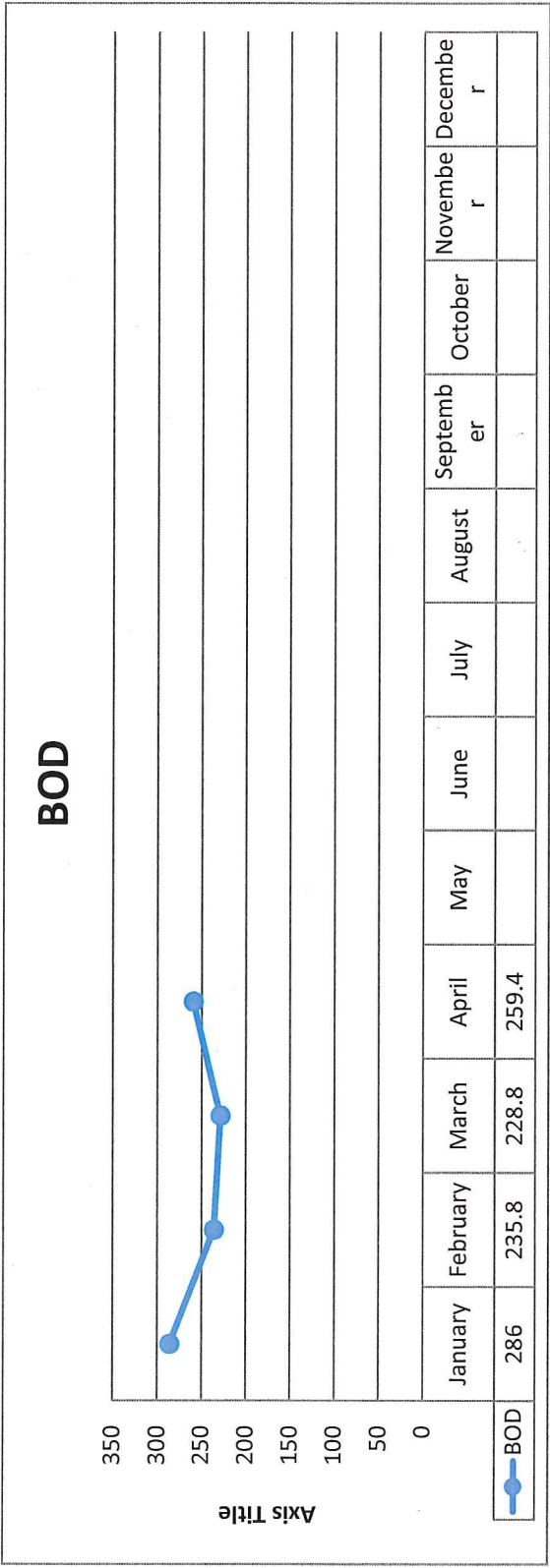
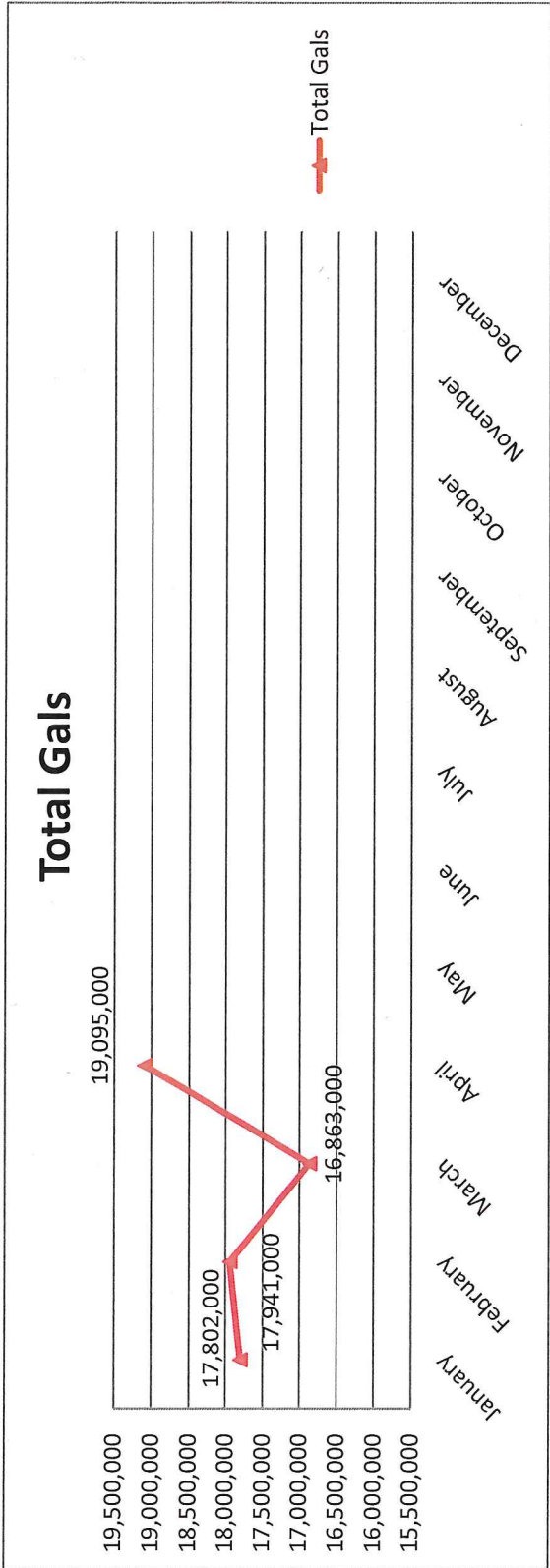
FINANCIAL IMPLICATIONS

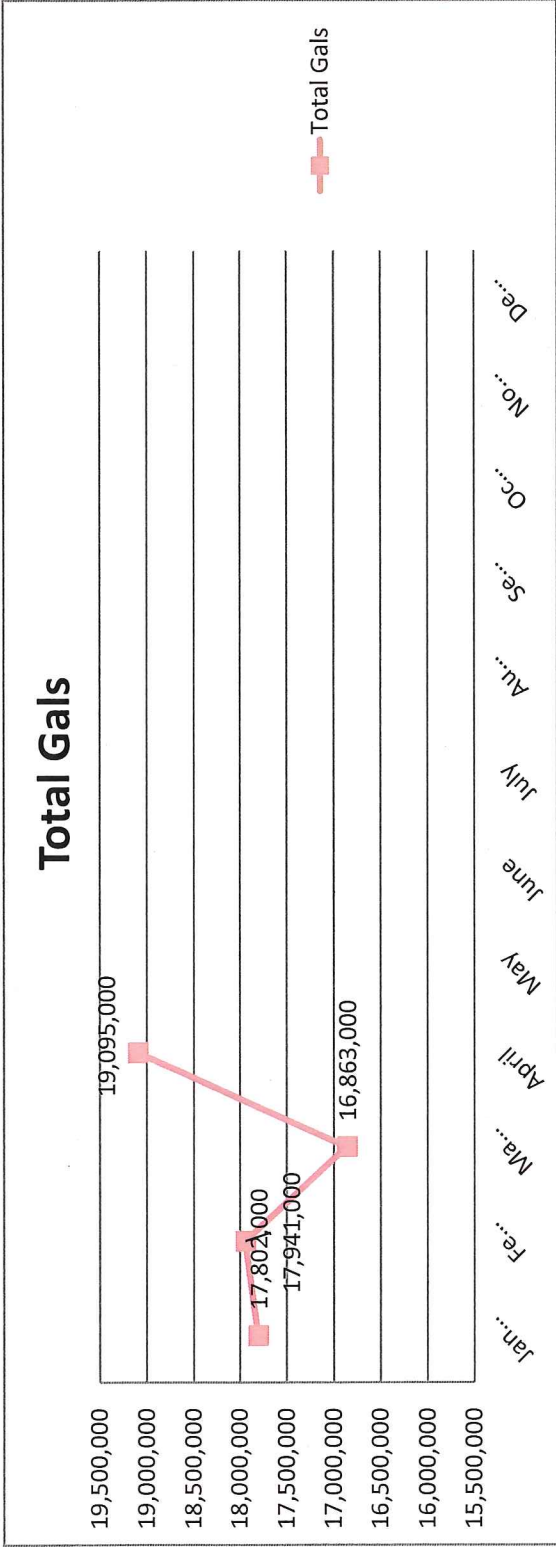
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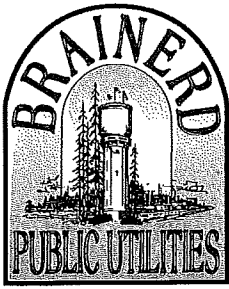
STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED







BRAINERD PUBLIC UTILITIES

8027 Highland Scenic Rd • P.O. Box 373 • Brainerd, Minnesota 56401

Business Office: 218.829.8726 ■ **Repair Service:** 218.829.2193

www.bpu.org

BRAINERD PUBLIC UTILITIES WASTEWATER TREATMENT CHARGES FOR THE CITY OF BAXTER

for
April 2022

Baxter Monthly Flow and Loading Data

Number of days in billing period	31
Total flow for period (gallons)	19,095,000
Average Daily Flow (MGD)	0.616
CBOD (mg/L)	259.4
TSS (mg/L)	325.8
TP (mg/L)	7.4

I. Base Charges

Base Capital Charge	\$0.00
Base Operating Charge	63,698.24
Subtotal for Period	\$63,698.24

II. Excess Charges

Excess Capital Charge	\$0.00
Excess Operating Charges	
Excess Flow	0.00
Excess Loading	0.00
Excess Strength	0.00
Subtotal for Period	\$0.00

III. Base and Excess Charge Adjustments

(True up from previous year based on actual Operating Costs)

Operating Charges Previously Billed	\$0.00
True-up Charges for 2021	0.00
Excess Capital Charge Adjustment	0.00
Excess Operating Charge Adjustments	
Excess Flow Adjustment	0.00
Excess Loading Adjustment	0.00
Excess Strength Adjustment	0.00
Subtotal for Period	\$0.00
Total for Period	\$63,698.24

Monthly Input Data

for
April 2022

Current Month	April
Year	2022
Number of days in billing period	31

Flow

	Brainerd	Baxter	Total
Total flow for period (gallons)	50,027,000	19,095,000	69,122,000
Average Daily Flow (MGD)	1.614	0.616	2.230

Loading

Measurement Number	Brainerd				Baxter			
	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)
1	233	237	6.35	0	284	280	9.00	0
2	181	338	5.25		268	370	8.80	
3	145	255	5.20		373	495	6.55	
4	143	198	1.60		242	296	5.20	
5	154	198			242	327		
6	91	172			299	304		
7	119	183			195	288		
8	128	221			197	250		
9	109	178			230	222		
10	117	158			168	154		
11	126	196			285	337		
12		193			330	586		
13								
14								
15								
16								
17								
18								
19								
20								
Average Daily Loadings (conc.)	141	211	4.6	-	269	326	7.4	-
Average Daily Loadings (lbs/d)	1,893	2,836	62	-	1,334	1,675	38	-
Average Daily Loadings (mg/d)	-	-	-	-	-	-	-	-

Most Recent Twelve Months Input Data

Brainerd Most Recent Twelve Months Data

	May-21	Jun-21	Jul-21	Aug-31	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	Average	mg/L
Flow (MGD)	1.417	1.187	1.152	1.129	1.096	1.107	1.150	1.144	1.176	1.167	1.124	1.614	1.205	
CBOD (lbs/d)	1,480	1,573	1,645	2,093	1,588	1,912	1,832	1,611	1,372	2,103	1,610	1,893	1,726	172
TSS (lbs/d)	2,383	2,532	2,688	3,105	2,308	2,611	2,771	2,155	2,195	2,995	2,377	2,836	2,580	256
TP (lbs/d)	71	77	73	69	65	60	64	66	61	68	68	62		

Baxter Most Recent Twelve Months Data

	May-21	Jun-21	Jul-21	Aug-31	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	Average	mg/L
Flow (MGD)	0.645	0.660	0.630	0.624	0.682	0.574	0.576	0.592	0.574	0.579	0.602	0.616	0.604	
CBOD (lbs/d)	1,285	1,331	1,328	1,251	1,343	1,317	1,262	1,374	1,371	1,139	1,150	1,334	1,290	256
TSS (lbs/d)	1,515	1,459	1,612	1,527	1,418	1,322	1,396	1,615	1,566	1,305	1,559	1,675	1,497	297
TP (lbs/d)	46	46	49	45	40	37	39	42	39	38	40	38		

Base Charge Calculations

for
April 2022

Base Capital Charge Calculations

(Based on the estimated Phase I capital costs, actual costs will be dependent upon interest rates, construction bids, etc.)

Capital Cost: \$0

PFA Interest Rate: 3.233%
Repayment Period (years) 20

	Weight	Brainerd Allocation		Baxter Allocation		Subtotals
	(%)	(%)	(\$)	(%)	(\$)	(\$)
Flow	30%	66.67%	\$0	33.33%	\$0	\$0
CBOD	30%	66.67%	\$0	33.33%	\$0	\$0
TSS	30%	66.67%	\$0	33.33%	\$0	\$0
TP	10%	66.67%	\$0	33.33%	\$0	\$0
		Totals	\$0		\$0	\$0

	Brainerd	Baxter
Monthly Charges	\$0.00	\$0.00

Base Operating Charge Calculations

Brainerd

Current Month Flow and Loading Data

Average Daily Flow (MGD)	1.614
CBOD (mg/L)	140.5
TSS (mg/L)	210.6
TP (mg/L)	4.6

Current Month Operating Charge

	Base Unit Cost		Mass	Monthly Cost
	(\$)	Units	(lbs/day)	(\$)
Flow	\$0.796	1000 gal	NA	\$39,806
CBOD	\$0.529	lb CBOD	1,893	\$31,038
TSS	\$0.383	lb TSS	2,836	\$33,658
TP	\$5.746	lb TP	62	\$11,035
			Subtotal	\$115,537.37

Baxter

Current Month Flow and Loading Data

Average Daily Flow (MGD)	0.616
CBOD (mg/L)	259.4
TSS (mg/L)	325.8
TP (mg/L)	7.4

Current Month Operating Charge

	Base Unit Cost		Mass	Monthly Cost
	(\$)	Units	(lbs/day)	(\$)
Flow	\$0.796	1000 gal	NA	\$15,194
CBOD	\$0.529	lb CBOD	1,334	\$21,867
TSS	\$0.383	lb TSS	1,675	\$19,873
TP	\$5.746	lb TP	38	\$6,764
			Subtotal	\$63,698.24

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Date		BRD/BAX's Influent	BRD/BAX's Infl. Total	Baxter's Influent	Baxter's Daily Total	Brainerd's Daily Total
30-Apr	Sat					
29-Apr	Fri					
28-Apr	Thu					
27-Apr	Wed					
26-Apr	Tue	8,663,693,000	2.513	2,527,520,000	0.696	1.817
25-Apr	Mon	8,661,238,000	2.455	2,526,869,000	0.651	1.804
24-Apr	Sun	8,658,838,000	2.400	2,526,261,000	0.608	1.792
23-Apr	Sat	8,656,497,000	2.341	2,525,664,000	0.597	1.744
22-Apr	Fri	8,654,198,000	2.299	2,525,048,000	0.616	1.683
21-Apr	Thu	8,651,851,000	2.347	2,524,412,000	0.636	1.711
20-Apr	Wed	8,649,546,000	2.305	2,523,809,000	0.603	1.702
19-Apr	Tue	8,647,161,000	2.385	2,523,129,000	0.680	1.705
18-Apr	Mon	8,644,866,000	2.295	2,522,511,000	0.618	1.677
17-Apr	Sun	8,642,776,000	2.090	2,521,957,000	0.554	1.536
16-Apr	Sat	8,640,435,000	2.341	2,521,268,000	0.689	1.652
15-Apr	Fri	8,638,093,000	2.342	2,520,624,000	0.644	1.698
14-Apr	Thu	8,635,761,000	2.332	2,520,031,000	0.593	1.739
13-Apr	Wed	8,633,406,000	2.355	2,519,428,000	0.603	1.752
12-Apr	Tue	8,631,042,000	2.364	2,518,836,000	0.592	1.772
11-Apr	Mon	8,628,630,000	2.412	2,518,191,000	0.645	1.767
10-Apr	Sun	8,626,344,000	2.286	2,517,584,000	0.607	1.679
9-Apr	Sat	8,624,062,000	2.282	2,516,944,000	0.640	1.642
8-Apr	Fri	8,621,750,000	2.312	2,516,314,000	0.630	1.682
7-Apr	Thu	8,619,420,000	2.330	2,515,716,000	0.598	1.732
6-Apr	Wed	8,617,066,000	2.354	2,515,116,000	0.600	1.754
5-Apr	Tue	8,614,889,000	2.177	2,514,525,000	0.591	1.586
4-Apr	Mon	8,612,775,000	2.114	2,513,911,000	0.614	1.500
3-Apr	Sun	8,610,712,000	2.063	2,513,319,000	0.592	1.471
2-Apr	Sat	8,608,705,000	2.007	2,512,717,000	0.602	1.405
1-Apr	Fri	8,606,564,000	2.141	2,512,047,000	0.670	1.471
31-Mar	Thu	8,604,471,000	2.093	2,511,414,000	0.633	1.460
	Min		2.007		0.554	1.405
	Max		2.513		0.696	1.817
	Ave		2.294		0.622	1.664

WWTP Influent and Effluent Flows						
Date		BRD/BAX's Influent	BRD/BAX's Infl. Total	Baxter's Influent	Baxter's Daily Total	Brainerd's Daily Total
31-Mar	Thu	8,604,471,000	2.093	2,511,414,000	0.633	1.460
30-Mar	Wed	8,602,416,000	2.055	2,510,840,000	0.574	1.481
29-Mar	Tue	8,600,312,000	2.104	2,510,224,000	0.616	1.488
28-Mar	Mon	8,598,218,000	2.094	2,509,619,000	0.605	1.489
27-Mar	Sun	8,596,140,000	2.078	2,509,001,000	0.618	1.460
26-Mar	Sat	8,594,005,000	2.135	2,508,383,000	0.618	1.517
25-Mar	Fri	8,591,880,000	2.125	2,507,782,000	0.601	1.524
24-Mar	Thu	8,589,716,000	2.164	2,507,166,000	0.616	1.548
23-Mar	Wed	8,587,692,000	2.024	2,506,614,000	0.552	1.472
22-Mar	Tue	8,585,602,000	2.090	2,506,059,000	0.555	1.535
21-Mar	Mon	8,583,473,000	2.129	2,505,406,000	0.653	1.476
20-Mar	Sun	8,581,511,000	1.962	2,504,773,000	0.633	1.329
19-Mar	Sat	8,579,632,000	1.879	2,504,147,000	0.626	1.253
18-Mar	Fri	8,577,737,000	1.895	2,503,509,000	0.638	1.257
17-Mar	Thu	8,575,818,000	1.919	2,502,890,000	0.619	1.300
16-Mar	Wed	8,573,968,000	1.850	2,502,321,000	0.569	1.281
15-Mar	Tue	8,572,224,000	1.744	2,501,715,000	0.606	1.138
14-Mar	Mon	8,570,740,000	1.484	2,501,123,000	0.592	0.892
13-Mar	Sun	8,569,312,000	1.428	2,500,551,000	0.572	0.856
12-Mar	Sat	8,567,914,000	1.398	2,499,982,000	0.569	0.829
11-Mar	Fri	8,566,506,000	1.408	2,499,426,000	0.556	0.852
10-Mar	Thu	8,565,068,000	1.438	2,498,863,000	0.563	0.875
9-Mar	Wed	8,563,622,000	1.446	2,498,286,000	0.577	0.869
8-Mar	Tue	8,562,113,000	1.509	2,497,681,000	0.605	0.904
7-Mar	Mon	8,560,473,000	1.640	2,497,049,000	0.632	1.008
6-Mar	Sun	8,558,775,000	1.698	2,496,437,000	0.612	1.086
5-Mar	Sat	8,557,190,000	1.585	2,495,857,000	0.580	1.005
4-Mar	Fri	8,555,473,000	1.717	2,495,232,000	0.625	1.092
3-Mar	Thu	8,553,721,000	1.752	2,494,611,000	0.621	1.131
2-Mar	Wed	8,551,981,000	1.740	2,494,012,000	0.599	1.141
1-Mar	Tue	8,550,195,000	1.786	2,493,388,000	0.624	1.162
28-Feb	Mon	8,548,368,000	1.827	2,492,739,000	0.649	1.178
	Min		1.398		0.552	0.829
	Max		2.164		0.653	1.548
	Ave		1.818		0.602	1.216



ITEM REPORT UTILITIES COMMISSION

Agenda Date: 6/8/2022
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Whiskey Creek Project Update

Approval Required: Simple Majority Vote

BACKGROUND

The City of Baxter, MN (City) entered into an agreement with HR Green on November 17th, 2022 to perform pre-design property investigations within an approximately 13-acre area within the Good Samaritan Society parcel (abandoned golf course between Golf Course Drive and Cypress Drive, north of Excelsior Road) proposed for acquisition. The site was identified as a priority location for construction of a new stormwater best management practice in earlier studies. Grants have been obtained from the Clean Water Land and Legacy Funds (CWF) for design and construction and the Environment and Natural Resources Trust Fund (ENRTF) for land acquisition.

City staff, representatives from Good Samaritan and HR Green staff conducted a meeting to present and discuss the findings of the Phase I: Site Assessment. The intent of this meeting was to provide sufficient content for Good Samaritan to provide a decision for the City on how they would like to proceed with the sale of the 13-acre parcel in question. The various alternatives for managing on-site contamination and their associated costs were also provided (as presented to City Council earlier in 2022) as were the finished reports developed by HR Green. Good Samaritan consultants are currently reviewing all the provided information. Once they have completed this review, Good Samaritan will inform the City Administrator of their proposed path forward relating to the sale of the property to the City. A plan will then developed by City staff on how to proceed with the proposed design for the site.

In addition, as the current Phase I Environmental Site Assessment Final has a limited term, HR Green is developing an update of its contents to gain an extension of coverage to the expected (draft) date of October 30th, 2022. The update is currently in review at HR Green and is expected to be finalized and submitted by June 19th, 2022.

FINANCIAL IMPLICATIONS

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STAFF RECOMMENDATIONS

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COUNCIL ACTION REQUESTED

Click or tap here to enter text.