



UTILITY COMMISSION AGENDA
Wednesday, August 3, 2016
5:30 p.m.

1. **Meeting Called to Order**
2. **Roll Call**
3. **Consent Agenda**
The following items are considered non-controversial by staff and are recommended to be read and passed in one motion. Any commission member, staff, citizen or meeting attendee can request one or more items be pulled from the consent agenda and the item will be pulled and addressed immediately after the passage of the consent agenda. Otherwise, the following will be passed in one motion:
 - A) Approval of Meeting Minutes from July 6, 2016 (pp. 4 - 17).

Agenda

4. AMI Project Update
**GIS/IT Director Todd DeBoer to give brief update.*
5. 15532 Dellwood Drive & 15494 Dellwood Drive Turn Lane Approach Review Request.
**Please drive through the area and check out the bypass lane and entrances.
** WSB Consulting Engineer Chuck Rickart will discuss at meeting.*
6. DK Investments Agreement for Development for Vaughans Townhomes (pp. 18 – 34).
**Staff recommends the Utilities Commission make a motion to City Council to approve the DK Investments Agreement for Development for Vaughans Townhomes.*
7. Stormwater Management Plan for Third Addition to Baxter Wal-Mart Subdivision (pp. 35 – 38).
**Staff recommends the Utilities Commission make a motion to City Council to approve the WSN 100-Year Stormwater Management Plan for the Third Addition to Baxter Wal-Mart Subdivision.*
8. Preliminary & Final Plat for Third Addition to Baxter Wal-Mart Subdivision (pp. 39 – 40).

**Staff recommends advising the Planning and Zoning Commission that the Utilities Commission has no concerns with the Third Addition to Baxter Wal-Mart Subdivision Preliminary & Final Plat contingent on a development agreement be in place before a building permit is issued.*

9. 2015 Mill & Overlay Project Update (To be presented).
**Information only.*
10. 2016 Fairview Road Improvements Project Update (To be presented).
**Information only.*
11. 2016 Fairview Road Improvements Project Partial Pay Estimate No. 2 (pp. 41 – 43).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Anderson Brothers Partial Pay Estimate No. 2 in the amount of \$219,879.78 for the 2016 Fairview Road Improvements Project.*
12. 2016 City of Baxter Chip Sealing Project Update (pg. 44).
**Information only.*
13. 2016 Golf Course Drive Improvements Project Update (pp. 45 – 47).
**Information only.*
14. 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project Update (pp. 48 - 50).
**Information only.*
15. 13413 Maplewood Drive Agreement for the 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project (pp. 51 – 54).
**Staff recommends the Utilities Commission make a motion to City Council to approve the 13413 Maplewood Drive Agreement for the 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project.*
16. 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project Partial Pay Estimate No. 1 (pp. 55 – 60).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Tri-City Paving Partial Pay Estimate No. 1 in the amount of \$176,652.90 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project.*
17. 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project Update (pg. 61).
**Information only.*
18. Lift Station No. 8 Reconstruction Project Update (pg. 62).
**Information only.*

19. Lift Station No. 8 Reconstruction Project Partial Pay Estimate No. 1 (pp. 63 – 64).
**Staff recommends the Utilities Commission make a motion to City Council to approve the DeChantal Excavating Partial Pay Estimate No. 1 in the amount of \$49,500.00 for the Lift Station No. 8 Reconstruction Project.*
20. Wastewater Treatment Plant Charges for June (pp. 64 – 70).
**Information only.*
21. Adjourn.

UTILITIES COMMISSION

July 6, 2016

The regular meeting of the Baxter Utilities Commission was called to order at 5:30 p.m. by Chairman Rock Yliniemi.

MEMBERS PRESENT: Commissioners Jack Christofferson, Shawn Crochet, Doug Wolf, Chairman Rock Yliniemi and Council Liaison Mark Cross.

MEMBERS ABSENT: Commissioner Dave Franzen.

STAFF PRESENT: Public Works Director/City Engineer Trevor Walter and Administrative Assistant Mary Haugen.

OTHERS PRESENT: WSN Consulting Engineer Aric Welch, WSN Electrical Engineer Jim Szustek, SEH Consulting Engineer Scott Hedlund, WSB Consulting Engineer Chuck Rickart and Bolton & Menk Consulting Engineers Mike Rardin and Bryan Drown.

APPROVAL OF MINUTES

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to approve the Utilities Commission minutes of June 22, 2016. Motion carried unanimously.

VARIANCE FOR NEW HOME ON FAIRFAX COURT

Public Works Director/City Engineer Walter reviewed the variance request for a new home on Fairfax Court. The commission had no concerns with this request since it does not impact sanitary sewer system, storm sewer system, water system, roadway or right-of-way and does not infringe on the 10 foot and five foot utility and drainage easements that are dedicated on the plat.

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to advise the Planning and Zoning Commission that the Utilities Commission has no concerns with the Fairfax Court Variance request since it does not impact sanitary sewer system, storm sewer system, water system, roadway or right-of-way and does not infringe on the 10 foot and five foot utility and drainage easements that are dedicated on the plat. Motion carried unanimously.

PRELIMINARY & FINAL PLAT FOR VAUGHANS LOTS

Public Works Director/City Engineer Walter reviewed the preliminary and final plat for Vaughans Lots. He had no concerns with the plat since all sanitary sewer and water easements were shown on the plat and the 10 foot and five foot utility and drainage easements are dedicated on the plat as per City ordinance.

MOTION by Commissioner Christofferson, seconded by Commissioner Crochet to advise the Planning and Zoning Commission that the Utilities Commission has no concerns with the Vaughans Lots Preliminary & Final Plat contingent on a development agreement be in place before a building permit is issued. Motion carried unanimously.

VAUGHANS TOWNHOMES 100-YEAR STORMWATER PLAN

Public Works Director/City Engineer Walter reviewed the 100-year stormwater plan for the proposed townhomes. All stormwater will be retained on site with a 100-year stormwater pond.

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council approve the Chosen Valley Testing and Schultz Engineering 100-Year Stormwater Management Plan for the Vaughans Townhomes Development. Motion carried unanimously.

FOREST LAND CONVERSION CONDITIONAL USE PERMIT AND GRADING PERMIT FOR PROPERTY LOCATED ON ISLE DRIVE

Public Works Director/City Engineer Walter reviewed the forest land conversion conditional use permit and grading permit for property owned by Michael O'Donnell on Isle Drive. The property, which has no structures on it, is currently up for sale with several interested parties.

Mr. O'Donnell would like to raise the level of the lot to remove it from the flood plain. A buffer of trees will be maintained and a stormwater pollution prevention plan will be in place. The property has already been reviewed by the U.S. Army Corps of Engineers with regards to the Northern Long-Eared Bats. The U.S Army Corps of Engineers and Board of Water and Soil Resources (BWSR) have reviewed all wetland delineations on the property.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to advise the Planning & Zoning Commission that the Utilities Commission has no concerns with the Forest Land Conversion Conditional Use Permit and Grading Permit for property on Isle Drive contingent on the following:

1. A formal Stormwater Pollution Prevention Plan is submitted to the City of Baxter.
2. A formal grading permit be submitted to the City of Baxter and pay all associated fees.

Motion carried unanimously.

2015 MILL & OVERLAY PROJECT UPDATE

Summary of Work Completed Since Last Update

Construction:

- Other than miscellaneous punch list/warranty work, construction on the project is complete.
- Final paperwork and post construction services remain.
- Application for Payment No. 6 is planned for approval by the Utilities Commission/City Council in August/September.

Budget:

- Final costs are anticipated to come in under the total project budget of \$2.5M certified at the assessment hearing.

Consultant Budget:

- There are no unapproved scope changes at this time.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE

The following is an update on the status of the various work tasks on the project:

Permits:

- The necessary wetland permits have been secured.
- The necessary MnDOT right-of-way permit has been secured.
- The necessary MPCA NPDES Construction Stormwater Permit will be secured by the contractor prior to start of construction.

Easements:

- Easement agreements from all but 2 parcels have been secured to date.
 - The remaining two easements are temporary easements for driveway resloping. One of the two has given verbal approval.
- Beyond the easements above, 2 additional easements combined with maintenance agreements have been submitted to the school district for approval to cover the existing storm ponds on the west and southeast sides of Baxter Elementary School property.
 - The west pond is planned for improvement with the 2016 Mill & Overlay Project and the southeast pond is planned for improvement with this project.

Bidding:

- Bids were opened on May 3, 2016.
 - Two bids were received.
 - Both bids were below the engineer's estimate.
 - Anderson Brothers Construction of Brainerd is the low bidder.
 - City Council awarded the project to Anderson Brothers Construction on June 7, 2016.

Assessment Hearing

- The assessment hearing occurred on Thursday, June 2, 2016 and was adopted by the City Council on June 7, 2016.

Construction

- The preconstruction conference (for the Contractor, Private Utility Companies, City Staff, and SEH) was held June 9th at 9am at City Hall.
- The preconstruction neighborhood meeting was held on June 15th at 6pm at City Hall.
- Construction started June 13th.
- The following work has been completed:
 - Reclaimed the Fairview Road pavement west from Art Ward Drive (Phase 1).
 - Storm sewer and pond has been installed at the gas station site.

- Part of the gas station island and the east entrance concrete has been poured.
- Much of the road widening grading/fill on the north side of Fairview Road along the wetland west of Inglewood Drive has been completed.
- Completed water main insulating.
- Started road widening and grading on Phase 1.
- Planned work:
 - Ongoing road widening and grading.
 - Paving the first lift on Phase 1 could occur as soon as the week of July 11th.
 - In order to facilitate Centerpoint Energy's removal of the existing gas main, reclaiming of Fairview Drive east of Art Ward Drive (Phase 2) will likely need to occur prior to Phase 1 being paved.
 1. Reclaiming Phase 2 is tentatively planned for the end of the week of July 4th.

Utility Relocation Work

- Centerpoint Energy gas main and service relocation/upgrade work has been ongoing and is planned to be completed by mid-July.
- The new facility work is complete.
 - Planning to start removal of the old gas main on 6/30/16.
 1. Gas main removal will be accomplished by open cut methods and will temporarily disturb the north side of Fairview Road throughout the project including across Memorywood Drive.

The following is an update on the status of the project budget:

Total project budget:

- The total project budget based on the as-bid construction costs and figures to be presented at the Assessment Hearing is \$1.3M.

Consultant budget:

- There are no unapproved scope changes at this time.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO.

1

SEH Consulting Engineer Scott Hedlund reviewed Partial Pay Estimate No. 1 for the 2016 Fairview Road Improvements Project with the commission. SEH Consulting Engineer had no concerns with Partial Pay Estimate No. 1 and recommends approval.

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 1 in the amount of \$106,179.65 for the 2016 Fairview Road Improvements Project. Motion carried unanimously.

2016 CITY OF BAXTER CHIP SEALING PROJECT MONTHLY UPDATE

Summary of Work Completed Since Last Update

During mid-June the Contractor hauled street and trail sealcoat aggregates to the City's north water tower site. Subsequent gradations show neither material meets specification requirements and is unacceptable for use. This was communicated to the Contractor on June 24th and the City is waiting to hear how the Contractor intends to proceed.

On June 22nd, the contractor requested an early construction start which was denied due to lack of notice. A contract start date (after July 4th) was requested by the City on June 23rd. No response has been provided by the Contractor as of this time; five working days' advance notice to start work is required by the City so property owners can be notified of the pending work.

Project Schedule and Completion

The project is currently on schedule with no delays anticipated. The following schedule and completion requirements were incorporated into this project:

1. Construction operations are not to be started prior to Tuesday, July 5, 2016, except stockpiling of aggregate materials.
2. The contractor is to notify the City of their proposed work schedule at least five (5) working days in advance of beginning work.
3. All seal coat, fog, and interim pavement marking work required under this Contract is to be completed no later than August 15, 2016 and within ten (10) working days from project initiation.
4. All construction operations are to be completed no later than August 26, 2016.

Engineering Costs

The City contracted with BMI for design services for this project in early March. Because the City was uncertain over Franchise Fee creation and street maintenance funding during late February and early March, construction services were not contracted for by the City. Design services were completed by BMI with the submittal of project plans and specifications to the County on March 7, 2016.

On April 12, 2016, a proposal for construction Observation Services was submitted to the City in the amount of \$11,000. The cost proposed is higher than what would normally be expected on this type of project. This is based on past experience associated with this Contractor.

2016 CITY OF BAXTER GOLF COURSE DRIVE PROJECT MONTHLY UPDATE

Summary of Work Completed Since Last Update

Final plans and specifications were completed on June 9, 2016. Advertisement for bids was placed in the Brainerd Daily Dispatch, Finance & Commerce, and on the QuestCDN

website during June. Bids are to be received at 9:00 am on Wednesday, July 6, 2016. No project or plan concerns have been noted to date.

Assessment Hearing notices were mailed on Thursday, June 16, 2016 and notices were published Friday, June 17, 2016.

A bid tabulation, assessment review, and contract award recommendation are planned to be presented to the Utility Commission at the July 6th meeting.

Project Schedule

The project has been delayed approximately four (4) weeks due to considering the possible relocation of the storm sewers on the Mill's site. However, the project is still on schedule for 2016 construction. Assuming bids are reasonable and assessment hearing results are acceptable; Council will be in a position to consider adopting assessments and awarding a contract for this project on July 19, 2016. Construction of this proposed project is estimated to take approximately six to eight weeks.

Completion Dates

The revised schedule attached allows for project completion during the first half of October. Further delays to the project will likely cause construction to be delayed to 2017. It is estimated that it will take approximately six to eight weeks to construct this project.

Easements

No easements or right of way acquisition are anticipated for this project as it is currently proposed.

Costs

The City should be aware that the work associated with the possible sewer relocations has resulted in extra work and costs. The City Council was appraised of the estimated costs for this extra work, the sewer inspection costs, and the sewer capacity analysis costs at their meeting on March 3rd. An amendment to the agreement based on those discussions will be provided for approval in the near future.

Other work on the project has been continuing as agreed to according to the existing "Not to Exceed" contract.

2016 GOLF COURSE DRIVE BID REVIEW

Bolton & Menk Consulting Engineer Michael Rardin reviewed the bids for the 2016 Golf Course Drive Improvements Project. A total of five bids were received. All bids conformed to the plan, specifications and advertisement requirements.

1. Anderson Brothers Construction	\$1,090,108.01
2. J. R. Ferche, Inc.	\$1,131,196.05
3. Northdale Construction Co.	\$1,196,176.26
4. RL Larson Excavating	\$1,215,568.38
5. Larson Excavating Contractors	\$1,302,451.48
Engineer’s Estimate	\$1,041,037.75

Total project costs are slightly higher (0.03%) than estimated and presented at the Improvement Hearing. Total city costs are estimated to be 23.0% higher than estimated due to increase storm sewer costs.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council award the contract to Anderson Brothers Construction in the amount of \$1,090,108.01 for the 2016 Golf Course Drive Improvements Project. Motion carried unanimously.

EXCELSIOR ROAD, FAIRVIEW ROAD AND EDGEWOOD DRIVE IMPROVEMENTS FEASIBILITY REPORT

WSN Consulting Engineer Welch and WSB Consulting Engineer Rickart presented the final review of the feasibility report and traffic analysis.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council approve the Excelsior Road, Fairview Road and Edgewood Drive Improvements Feasibility Report. Motion carried unanimously.

WATER TREATMENT PLANT EMERGENCY GENERATOR FOR 2017 BUDGETING PURPOSES

WSN Electrical Engineer Jim Szustek reviewed the emergency generator memo with the commission.

On Friday June 24th a measure of the amp draw from the existing 480 volt, 3 phase service from the Crow Wing Power 750 kVA electrical transformer was completed. The measurement was taken when the water plant was backwashing one of the four filters with two well pumps in operation supplying 1,400 gpm to the other three filters. In addition, two of the high service pumps were placed in operation sending water into the distribution system and filling of the water towers. This scenario was run to simulate the electrical demand an electrical generator would need to meet during a prolonged power outage that required backwashing of the filters while supplying water to the system.

The average amp draw measured by Holden Electric during this operational scenario was 332 amps. Typical maintenance facility and water plant ancillary power demand (lighting, controls, HVAC, etc.) is included in the 332-amp measurement. Allowing for a possible peak operational

demand (aeration blower, compressor, third high service pump (or well pump), and winter operation of heating systems, the total draw is estimated at 500 amps.

Option A – 1,000 kW Diesel Generator: \$456,000

This option is for a 1,000 kW diesel generator per the original specification, except as noted above. The output of a 1,000 kW generator is estimated at 1,500 amps. The equipment cost estimate of \$223,000 is the weighted average between the budget figures provided by Cat and Generac. This option is being presented for comparison purposes only and is not recommended based on the required future electrical demands outlined above.

Option B – 750 kW Diesel Generator: \$378,000

A 750 kW diesel generator has an output of 1,130 amps. This option will meet current and anticipated future demands. The electrical generator estimated cost is \$170,000.

Option C – 500 kW Diesel Generator: \$285,000

A 500 kW electrical generator has an estimated output of 752 amps, which would meet the estimated current 500-amp maximum operational demand for both facilities. This option will not meet the future anticipated demand of 760 amps as outlined above. The electrical generator cost is \$85,000. An MPS system can be added for an additional \$13,000 which is included in the \$285,000 estimated cost. This would allow the City to add parallel generator in the future as demand requires. For example, a 250 kW generator could be added to bring the total output up to 1,125 amps, which would meet anticipated future demands. The estimated cost to add a 250 kW diesel generator is \$130,000 bringing the total future cost of this option to \$415,000.

Public Works Director/City Engineer Walter stated part of the concern is that the State of Minnesota’s Department of Health annual inspection has red tagged the City for not having an emergency generator for essential services that last two years in their report. He explained the generator was part of the original plan which was scaled back in order to make budget. The generator should be sized large enough to run the entire facility in case of an emergency so that all City Departments could function out of the Public Works Facility including the Police Department.

Commissioner Crochet stated the generator is a crucial part of an essential service the City provides and we should do the right thing for the City and plan for the future. The generator should be large enough to handle some expansion of the facility in the next 20-30 years.

MOTION by Commissioner Christofferson, seconded by Commissioner Crochet to recommend City Council look at incorporating Option B - 750 kW Diesel Generator into the 2017 Budget and 5 year Capital Improvements Plan for the Water Department. Motion carried unanimously.

2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LAND CONSTRUCTION MONTHLY UPDATE

Summary of Work Completed Since Last Update

The Assessment Hearing was held on Monday, June 13, 2016. Approximately 30-40 residents were in attendance.

A preliminary utility meeting was held for the College Road and Cypress Drive turn lane project on Thursday, June 16th. The location of the proposed improvements and city supplied utility easement was discussed with each facility owner along with relocation requirements. The tentative plan agreed to by all present was to relocate facilities running parallel to College Road in a joint trench located along the south edge of the utility easement.

The Council passed motions to award the construction contract to Try-City Paving, Inc. and to adopt the assessment rolls on Tuesday, June 21, 2016.

On Friday, June 24, 2016 a pre-construction meeting was held. The meeting began at the College Road and Cypress Drive turn lane project to review the utility relocation plan. Attendees included representatives from the City, Try-City Paving, sub-contractors, WSN, Crow Wing Power, Charter Communications, Xcel Energy, CTC and CenturyLink.

Contractor documents have been reviewed by the City Attorney and WSN anticipate the City will sign the agreement and issue the Notice to Proceed on Wednesday, June 29, 2016.

Project Schedule

Week of June 27th: Removals along College Road necessary for utility relocation work, sanitary sewer and water service work on College Road.

Week of July 4th: Curb along west side of School and Private site work along south side of College Road.

Week of July 11th: Utility relocation work along College Road. Project open house at City Hall.

A detailed schedule was requested from the Contractor at the pre-construction meeting but was unavailable to be included with the memo.

Changes

John Street

- A culvert will be added to the project under the driveway along the south side of John Street.

Maplewood Drive

- The City has requested possible curb and gutter and storm sewer to address drainage and traffic issues on the corner of Maplewood Drive. An exhibit and cost estimate will be prepared and discussed with the Council at next weeks' Council workshop.

Contract Time Extension Request

- The Contractor has submitted a contract time extension request to move the substantial completion date back two weeks to August 26, 2016 and the final completion date back one week to September 2, 2106. See Change Order No. 2 documentation for additional information.

Utility Relocation Issues

Xcel Energy submitted an email on June 27th stating they do not plan on relocating the existing gas main in contrary to what was agreed to at the preliminary utility meeting and preconstruction meeting. WSN issued a response to the email on June 27th requesting the gas main be relocated based on health/safety concerns, city ordinance 7-4-22 and State Statute 7819.31000. A copy of the WSN letter and supporting documentation was attached for the commission.

2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LAND CONSTRUCTION PROJECT – MAPLEWOOD DRIVE CORNER OPTIONS

WSN Consulting Engineer Welch reviewed the potential options for the corner on Maplewood Drive. The existing pavement located at the corner is broken up as a result of poor drainage and vehicle traffic cutting the corner and damaging the bituminous edge.

The project plans called for full depth bituminous repair and ditch excavation (swale) but did not include any provisions to keep traffic from cutting the corner. Mr. Welch reviewed the options and estimated costs that are listed below:

Option A – Curb & Gutter with Storm Sewer and Pond \$27,110

This option includes construction of curb and gutter along the east and south sides of the road. The curb would begin approximately 25' before the curve and end approximately 25' past the curve. A shallow storm sewer structure would be placed in the radius to collect stormwater from the curb & gutter. 12" RC pipe would extend north across Maplewood Drive to a stormwater infiltration basin located on the existing 66' right-of-way between the roadway and White Sand Lake. The infiltration basin would be approximately 3' deep and occupy an area 24' x 60'. The basin would be located along the east side of the existing right-of-way to leave room for lake access along the west side of the right-of-way. Construction would require the removal of existing trees between the roadway and lake. WSN may be able to negotiate a better price for the 12" storm sewer pipe to help lower the cost.

Option B – Curb & Gutter with Spillway and Swale \$7,670

This option includes construction of curb and gutter along the east and south sides of the road. The curb would begin approximately 25' before the curve and end approximately 25' past the curve. A shallow swale/ditch would be constructed behind the curb and water would be directed to the swale through a spillway in the curb & gutter. This option would likely require some property acquisition and tree removal to complete the required ditching behind the curb. Costs for property acquisition have been estimated and are included in the cost estimate.

Option C – Swale with Delineators \$2,460

This option includes the construction of swale /ditch and installation of delineators to keep traffic on the roadway surface.

The consensus of the council was to complete Option B and approach property owner to discuss the option.

**2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN
LAND CONSTRUCTION PROJECT CHANGE ORDER NO. 1**

WSN Consulting Engineer Aric Welch reviewed Change Order No. 1 for the 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. Tri-City Paving has requested the substantial completion date be changed from August 12th to August 26th with final completion from August 26 to September 2nd.

Mr. Welch has no concerns with this request and recommends approval based on the following:

1. Additional time will be necessary to allow utility companies to relocate their facilities on College Road and Cypress Drive. The existing facilities will be located under the proposed right-turn lane and trail and need to be relocated into the utility easement provided by the City.
2. The extension will allow more time for DeChantal Excavating, Inc. to complete the reconstruction of Lift Station No. 8. This will avoid conflicts during construction and possible marring of the new bituminous pavement surface as a result of lift station construction work.
3. The Golf Course Drive project has been delayed and conflicts with this project are not anticipated with the time extension.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Tri-City Paving Change Order No. 1 for a two week extension request

for the 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. Motion carried unanimously.

2015 DELLWOOD DRIVE AND NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE

Work Completed Since Last Update

The contractor has completed work on all major punch list items. There are still some outstanding warranty issues that need to be addressed including turf establishment along Inglewood Drive. One resident has complained of weeds and poor growth. WSN has notified the Contractor and will continue to monitor the project to determine if additional action is required.

Project Schedule

Address warrant items as needed.

Completion Dates

The Contractor reached substantial completion on May 26, 2016 and the Certificate of Substantial Completion was issued initiating the start of the one-year warranty period. In accordance with the Contract documents, the project was to be complete and ready for final payment on June 9, 2016. To date all items necessary to reach final completion have not been satisfied including the submittal of IC-134's.

Easements

Two roadway easements remain to be signed. John Tanner has indicated he intends to sign the easement document when his wife returns from out of town. Additional informational has been supplied to Wicklund as requested and WSN is waiting for a response. WSN has been reaching out to both parties on a weekly basis.

Hilltop Trailer Sales easement is still being held up by the bank financing the property.

When the Tanner's have signed off on the easement and agreement documents, WSN will work with the City to schedule a vacation hearing for the Positive Realty, General Rental and Tanner properties.

Changes

The Contractor has submitted a substantial change order request. The request was submitted too late for WSN to provide a complete response and recommendation prior to the June Utilities Commission meeting. WSN is in the process of scheduling a meeting to review the change request with the Contractor and will issue our formal action as soon as possible.

Potential Law Suit

WSN is aware of a potential law suit between the Contractor and sub-contractor regarding the directional drilled pipe between Novotny Road and Audubon Way. The sub-contractor has been in contact with WSN and has requested a copy of the Contractors bonding information. This will likely hold up final completion of the project because final payment cannot be made until all sub- contractors have been paid and IC-134's have been supplied by the Contractor.

LIFT STATION NO. 8 RECONSTRUCTION PROJECT MONTHLY UPDATESummary of work completed since last update.

Shop drawing reviews are complete and the concrete structures are in production. The contractor has scheduled a utility meet for Thursday, June 30th.

Project schedule

A utility meeting and pre-construction conference is scheduled for Thursday, June 30, 2016. The contractor will be delivering supplies to the site the week of July 4th and work will likely begin the week of July 11th. Work should be complete by the end of July prior to the planned mill and overlay work.

TKDA ENGINEERING PROPOSAL FOR ADDITIONAL ENGINEERING SERVICES FOR THE WATER METER REPLACEMENT PROJECT

Public Works Director/City Engineer Walter reviewed the TKDA Engineering Proposal. The commission held an extensive discussion on the water replacement project which has been delayed by approximately 30 days. The financial software the City currently uses has been sold to another company which has caused a delay in the software integration for the water meters.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the TKDA Engineering Proposal for Additional Engineering Services for the Water Meter Replacement Project Construction Administration in the estimated amount of \$9,960.00. Motion carried unanimously.

CERTIFICATE OF SURVEY FOR GOLF COURSE DRIVE

WSB Consulting Engineer Chuck Rickart gave a brief review of the certificate of survey for Golf Course Drive. The survey contains the data necessary to start the appraisal process and then the negotiations with the property owner.

PROPOSAL FOR APPRAISAL SERVICES FOR LAND ACQUISITION FOR THE BAXTER WATER QUALITY PROJECT FOR THE WHISKEY CREEK TRIBUTARY

Public Works Director/City Engineer Walter informed the commission that Ludenia Appraisals submitted a proposal to complete a before and after narrative appraisal report for the property required for the Baxter Water Quality Project for the Whiskey Creek Tributary to the Mississippi River in the lump sum amount of \$3,500.00.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the Ludenia Proposal for Appraisal Services for Land Acquisition for the Baxter Water Quality Project for the Whiskey Creek Tributary to the Mississippi River in the lump sum amount of \$3,500.00. Motion carried unanimously.

ADJOURNMENT

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to adjourn the meeting at 8:15 p.m. Motion carried unanimously.

Approved by:

Submitted by,

Rock Yliniemi
Chairman

Mary Haugen
Administrative Assistant

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2016, by and between DK Investments, LLC, a limited liability company under the state of Minnesota, party of the first part, hereinafter collectively referred to as “**Developer**” and City of Baxter a municipal corporation under the laws of Minnesota, party of the second part, hereinafter referred to as “**City**”,

WITNESSETH:

WHEREAS, the Developer has submitted an Irrevocable Letter of Credit No. _____ attached hereto as **Attachment A** (“Letter of Credit”) from ~~BlackRidge Bank~~, whose address is 14084 Baxter Drive, Suite 16, Baxter, MN 56425 in the amount of \$ _____ (125% of the Amount of the “Municipal Portion” (defined below) as detailed on **Attachment B** attached hereto) issued to the City for the platting and development of what is to be known as Lot 1, Block 1, of FIRST ADDITION TO VAUGHANS LOTS, in the City of Baxter, Crow Wing County, Minnesota, **Attachment C** hereinafter referred to as the “Development”; and

WHEREAS, the proposed Development includes the construction and installation of municipal sanitary sewer mains, private sidewalk, municipal and private water lines, private drainage controls, private 100-year storm water design, private bituminous surfaced parking lot, and related improvements (hereinafter collectively referred to as the “**Privately Installed Improvements**”) hereinafter described; and

WHEREAS, the Developer will construct the Privately Installed Improvements pursuant to the terms of this Agreement and as described in ~~Sheets C1 of 6 through LS 1 (## sheets total)~~, Construction Plans and Specifications for Sanitary Sewer, Water, Storm Sewer, Sidewalks, Streets, Grading, Drainage and Erosion Control and for Vaughan Townhomes Improvements dated June 20, 2016 and prepared by Brian Schultz, P.E of Schultz Engineering & Site Design, a copy of which is attached hereto as **Attachment D**, ~~dated January 26, 2016 and prepared by Brian Schultz, P.E of Schultz Engineering & Site Design; and sheet LS952-1867 (1 sheet total) for Landscaping plan for Vaughan Townhomes Improvements~~ a copy of which is attached hereto as **Attachment D**, and pay for all related costs, including any reasonable costs incurred or to be incurred by the City for engineering, legal and administrative services related to the Privately Installed Improvements; and

WHEREAS, in anticipation of the Development, the City has received from the Developer an Engineer’s Estimate prepared by Brian Schultz, P.E of Schultz Engineering & Site Design for completion of certain Development related improvements to be turned over to and owned by the City as detailed on **Attachment B** attached hereto, and has had said estimate, plans, and specifications reviewed and approved by the City Engineer, the Utilities Commission and the City Council; and

WHEREAS, the City has approved the final plat of First Addition to Vaughans Lots subject to certain conditions.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties contained herein, it is agreed between the parties as follows:

1. **Authority of Developer**. The Developer warrants and represents that Developer is the sole owner of and has marketable title to the property to be developed for all Privately Installed Improvements and has the authority to enter into this Agreement.

2. **Construction**. The Developer shall construct said utilities in accordance with City specifications as detailed in **Attachment E** Sanitary Sewer Construction Drawings, **Attachment F** Sanitary Sewer Specification, **Attachment G** Water Main Standard Construction Drawings, **Attachment H** Water Main Specifications. All material and construction shall conform to the City of Baxter standard specifications. When conflicts that arise between the City specifications, general notes and Developer specifications, the more stringent shall take precedence.

3. **Restoration**. Right-of-way restoration shall be in accordance with City specifications as detailed in **Attachment I** Right-of-way Restoration. Developer will restore all areas of disturbances in accordance with City specifications.

4. **Surety**. Upon execution of this Agreement by the parties, the Developer shall deposit with the City an Irrevocable Letter of Credit for one year (**See Attachment A**) acceptable to the City in the amount of One Hundred Twenty Five percent (125%) of the Engineer's Estimate Amount (**See Attachment B**) for the Municipal Portion of the Privately Installed Improvements. This surety shall be provided to the City within ten days of approval of this Agreement by the City or prior to commencement of any development activities, whichever is first. Said surety shall be released by the City upon acceptance of the Development by the City and once a one-year Warranty Bond has been assigned to the City.

5. **As Built Plans**. The Developer shall complete as-built plans for that portion of the Privately Installed Improvements consisting of the municipal water lines, municipal sanitary sewer lines, all storm sewer facilities, and the municipal pedestrian trail, all of which shall be installed in public rights-of-way or publicly dedicated easements owned or controlled by the City, (collectively the "**Municipal Portion**") and submit them in electronic format in ".dwg file form" at the Developer's expense. As-built plans shall include a complete set of plans depicting what was actually built and shall include all valves, hydrants, curb stops, sewer manholes, sewer clean-outs, and sewer service ends with County Coordinates on each item. Further plans shall include all storm sewer manholes, inverts, overflows, outflows, catch basins, and storm water ponds with elevations and County Coordinates on each item for all of the Privately Installed Improvements on either Lot 1, Block 1, of First Addition to Vaughans Lots showing 1-foot contours, percentage of pervious, impervious, Class 5 surfaces and Bench Marks and control points within two months of substantial completion. Upon written confirmation by the City, the deadline for submitting

such plans may be extended to the end of the one-year warranty period. The irrevocable letter of credit shall not be released until as-built drawings are submitted to the satisfaction of the City.

6. **GIS System.** The Developer shall reimburse the City for its reasonable costs related to incorporating the Privately Installed Improvements into the City's GIS system. The City shall charge an hourly rate based upon the City's adopted fee schedule in effect at the time services are performed. The 2016 hourly rate is \$58.00 (The City will charge in one hour increments). The City's estimate for the total cost of these charges is estimated at \$696.00 and is attached hereto as **Attachment J.**

7. **Engineer Inspections.** The Developer agrees that all construction of the Municipal Portion of the Privately Installed Improvements, to be owned or maintained by the City, shall be inspected by the City Engineer. The Developer shall reimburse the City for all inspection costs related to said Municipal Portion ensuring that they are constructed to City specifications. The City shall inspect construction of the Municipal Portion full time at an hourly rate based upon the City's adopted fee schedule in effect at the time services are performed. The 2016 hourly rate is \$50.00 (The City will charge in one hour increments). If overtime hours are incurred, the City will bill those hours at one and one-half times the hourly rate in effect at the time such services are performed. The City's estimate for the total cost of these charges is estimated at \$##### and is attached hereto as **Attachment K.**

8. **Utility Easements.** The Developer agrees that it will, at its own expense, provide utility easements over all sanitary sewer lines, and sanitary sewer manholes.

9. **Coordination.** The Developer agrees that it will, at its own expense, provide for and coordinate to the City satisfaction, obtaining and/or installing of each of the following items in connection with, and to the extent applicable to the Development:

- A. All surveying, platting and recording requirements normally and customarily required by the City; and
- B. Survey services to establish vertical and horizontal control and alignment points and staking for the placement of main line sanitary sewer, storm sewer and water main; and
- C. Electricity, telephone, gas and cable television installations; and
- D. Monumentation of lot corners; and
- E. Plans and specifications for the Privately Installed Improvements; and
- F. Payment of all fees, permits, licenses and recording fees; and
- G. Erosion control in accordance with MPCA guidelines; and

- H. All other items or site improvements necessary and incidental to completion of the Development; and
- I. Lot grading, including stabilization and erosion controls; and
- J. Municipal curb stops; and
- K. Municipal Sanitary sewer mains and manholes; and
- L. Private topsoil, sod, seeding, and mulching of street right of way (only for that part disturbed as part of the construction of the Privately Installed Improvements); and
- M. Construct and maintain a 100-year storm water drainage system serving Lot 1, Block 1, of First Addition to Vaughans Lots affected by the Privately Installed Improvements. The Developer shall be responsible for any sediment and erosion that is caused by the over land, over flow system from the 100-year storm water infiltration basins to the City or discharge to any public water way systems.

10. City Acceptance. The City agrees that the Municipal Portion of the Privately Installed Improvements when fully constructed and approved for acceptance by the City Engineer, Baxter Utility Commission and City Council shall become part of the municipal utility, street and trail systems owned and/or controlled by the City. Developer agrees that it or its contractor(s) will carry a performance bond to warranty the Municipal Portion of the Privately Installed Improvements installed per this Agreement for a warranty period of one (1) year after completion of the Development by the City. Developer agrees to assign the bond to the City after all Privately Installed Improvements and Development related activities are completed to the reasonable satisfaction of the City, whereupon the City will indicate its acceptance of the Privately Installed Improvements. The assignment shall extend to the City all rights and ability to have the Developer's general contractor perform any required warranty work. If a bond cannot be assigned, the Developer agrees to extend surety for the one-year warranty period at an amount equal to the final construction price of the Municipal Portion plus ten percent, (10%) and in that event, the City shall not accept the Municipal Portion until the end of said warranty period. The City reserves the right to extend the time frame for acceptance of the Development if any problems with the Privately Installed Improvements are not resolved.

11. Letter of Credit. The Developer shall provide the City the one year Irrevocable Letter of Credit prior to starting any construction activities. The Developer agrees that the City may exercise its right to draw down upon the Letter of Credit to complete the Municipal Portion of the Privately Installed Improvements in event of default hereunder after notice to the Developer and failure of the Developer to cure after lapse of the cure period, to mitigate any public hazard created by the Municipal Portion of the Privately Installed Improvements or to compensate the City for any unpaid costs it incurs related to the construction of the Municipal Portion.

The Developer may request reduction of the Letter of Credit based on prepayment or the value of the completed Municipal Portion of the improvements at the time of the requested reduction. If requested, the City will perform an evaluation of the work. The City will attempt to complete this evaluation within thirty days of receiving this request, contingent upon the City being able to complete the evaluation. For example, if the request is made in the Winter, the City may not be able to inspect the improvements in order to complete the evaluation within thirty days. If evaluations are requested, the Developer will be responsible for the estimated costs incurred by the City for performing the evaluations. The amount of reduction will be determined by the City based upon confirmation of that portion of the Municipal Portion of the improvements then completed.

If an event of default occurs under this provision, the City shall give written notice of the event of default or failure to perform to the Developer by Certified Mail at its addresses c/o DK Investments, LLC., 1107 South 6th Street, Brainerd, MN 56401. If the Developer fails to undertake to cure the event of default and diligently proceed to cure the default within sixty (60) days after the date of the mailed notice, the City may avail itself of any or all of the following remedies for as long as the Developer is in default:

- a. The City may perform the Municipal Portion of the work and the Developer shall reimburse the City for its expenses incurred. This provision shall be a license granted by the Developer to the City to act, but shall not require the City to take any such action. The Developer consents to such an action by the City and waives any claims Developer may have against the City for damage in the event the City exercises its rights in accordance with this provision. This remedy is in addition to and not in lieu of the city's right to draw on all security referenced in this Agreement; and/or
- b. Draw upon and utilize Letter of Credit in order to cover the costs of the City in order to correct the event of default.

12. SAC/WAC Charges. The Developer understands that the following SAC/WAC charges will also apply to the Project:

- A. Sewer Availability Charge (SAC) (\$3,000.00 per each unit in year 2016);
- and
- B. Water Availability Charge (WAC) (\$2,800.00 plus 7.875% applicable sales tax per each unit in year 2016).

The SAC and WAC fees will be payable at such time as a building permit is requested from the City. The fees are subject to an increase by the City Council. The City's estimate for the total cost of SAC and WAC charges is estimate at **\$48,164.00** and is attached hereto as **Attachment L**.

12. Monuments. The Developer shall place iron monuments at all lot corners and at all other angle points on boundary lines for Lot 1, Block 1, of First Addition to Vaughans Lots. Such iron monuments shall be placed after all streets and lawn grading has been completed in order to preserve the lot markers for future property owners. More monuments may be required by the City engineer to service the area.

13. Grant of License. The Developer hereby grants to the City, its agents, employees, officers and contractors a license to enter upon the property on which the Development work is being conducted to perform all necessary inspections deemed appropriate by the City during the construction of the Privately Installed Improvements.

14. Payment of City Fees. The City shall not execute this Agreement until the Developer has paid all fees for this Project as described in this section. Prior to execution of this Agreement, the City shall present Developer with estimated costs for engineering inspections and observation, legal and administrative costs incurred by the City to review the construction of the Privately Installed Improvements. The estimated fees for any engineering costs are as set forth in Sections 6 and 7 above. All other fees due the City for any legal or administrative fees are estimated at \$1,660.00 as shown on **Attachment M** attached hereto. These fees shall also be due upon execution. Upon completion of the Development, the City shall refund to Developer any remaining funds if the actual costs were lower than estimated. If the actual costs exceed the estimates, the City shall bill the Developer for this deficit and the bill shall be paid by Developer within 30 days. No interest shall accrue on any monies held by the City pursuant to this Section 14. If any bill due the City is unpaid after 30 days, a one-time late fee shall be assessed equaling 5% of the unpaid balance and additional late fees at the rate of 1.5% per month shall be assessed for each month thereafter. If after multiple attempts to collect any outstanding bill(s) at the completion of the Project, a bill(s) remains unpaid, the Developer agrees the City may certify the outstanding balance, with certification fees and interest, to Lot 1, Block 1, of First Addition to Vaughans Lots for collection by the county on the following year's property taxes. The Developer, or its successors, further agrees that when said assessment is levied it will not appeal or challenge this assessment amount and waives any notice of hearing related to adopting said assessment.

15. Estoppel. The City agrees, upon the written request of the Developer, within thirty (30) days of the request, to issue to the Developer or its prospective mortgagee or purchaser, an estoppel certificate stating, to the best of the City's knowledge: (i) whether it knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether this Agreement is in full force and effect; and (iii) whether there are any sums due and owing by the Developer to the City that remain outstanding (that have not otherwise been assessed to the Property).

16. Miscellaneous. This Agreement shall inure to the benefit of and shall be binding upon the Developer and the City and their respective successors, agents and assignees, and shall be binding upon all future owners of all or any part Lot 1, Block 1, of First Addition to Vaughans Lots 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.

[SIGNATURES APPEAR ON THE NEXT PAGE]

DEVELOPER:

DK Investments, LLC

By: Dave Peterson
Its: President

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

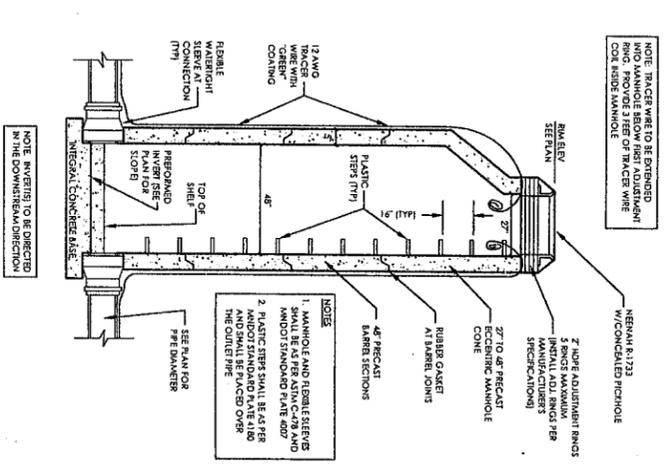
The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Dave Peterson, its President of DK Investments, LLC, a Minnesota Limited Liability Company, on behalf of the company.

Notary Public

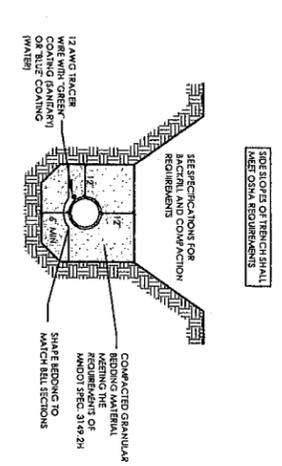
THIS INSTRUMENT WAS DRAFTED BY:
City of Baxter
13190 Memorywood Dr.
P. O. Box 2626
Baxter, Minnesota 56425
218/454-5100

SCHEDULE OF ATTACHMENTS

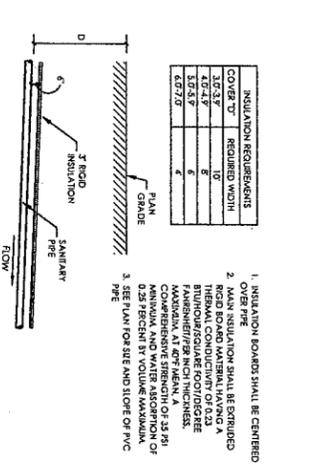
ATTACHMENT A	Irrevocable Letter of Credit No. _____
ATTACHMENT B	Engineer's Estimate prepared by Brian Schultz, P.E of Schultz Engineering & Site Design, for Construction of Municipal Portion of Privately Installed Improvements
ATTACHMENT C	Plat – LOT 1, BLOCK 1, OF FIRST ADDITION TO VAUGHANS LOTS
ATTACHMENT D	Construction Plans and Specifications for Sanitary Sewer, Water, Storm Sewer, Trail, Streets, Grading, Drainage and Erosion Control dated June 20, 2016 and prepared by Brian Schultz, P.E of Schultz Engineering & Site Design, Lighting plan prepared by Steven Hahn of Luma Sales Associates Lighting and Controls dated December 17, 2015
ATTACHMENT E	Sanitary Sewer Construction Drawings
ATTACHMENT F	Sanitary Sewer Speciation
ATTACHMENT G	Water main Standard Construction Drawings
ATTACHMENT H	Water main Specifications
ATTACHMENT I	Right-of-way Restoration
ATTACHMENT J	GIS Incorporation costs
ATTACHMENT K	City estimated Inspection costs
ATTACHMENT L	Detail of SAC/WAC Fees
ATTACHMENT M	Detail of Legal, Administrative and Other Fees Due to the City



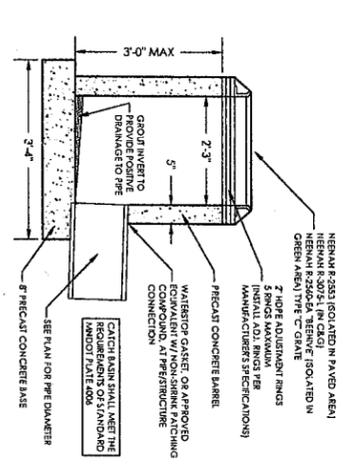
3 SANITARY MANHOLE



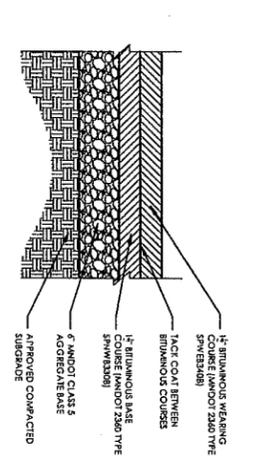
1 PIPE BEDDING DETAIL



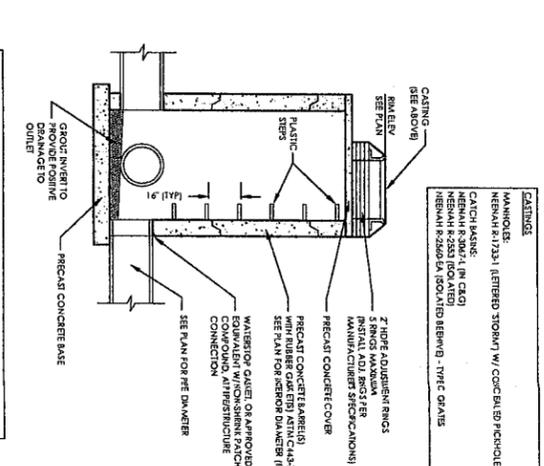
4 SANITARY PIPE INSULATION



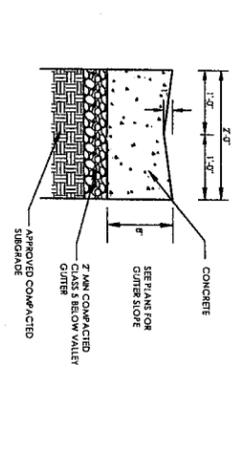
2 CATCH BASIN (MNDOT DESIGN "H-1")



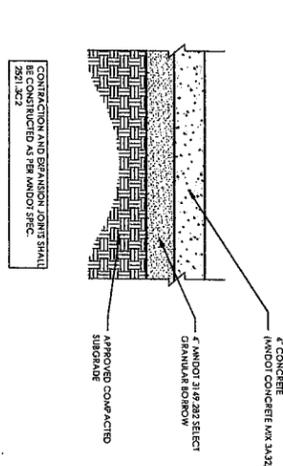
5 BITUMINOUS PAVEMENT SECTION



6 STORM MANHOLE OR CATCH BASIN



7 VALLEY GUTTER

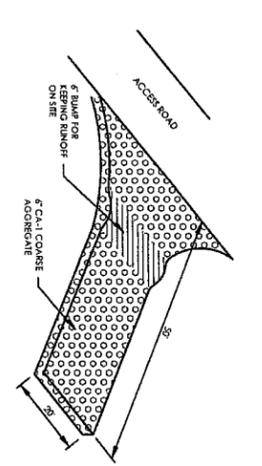
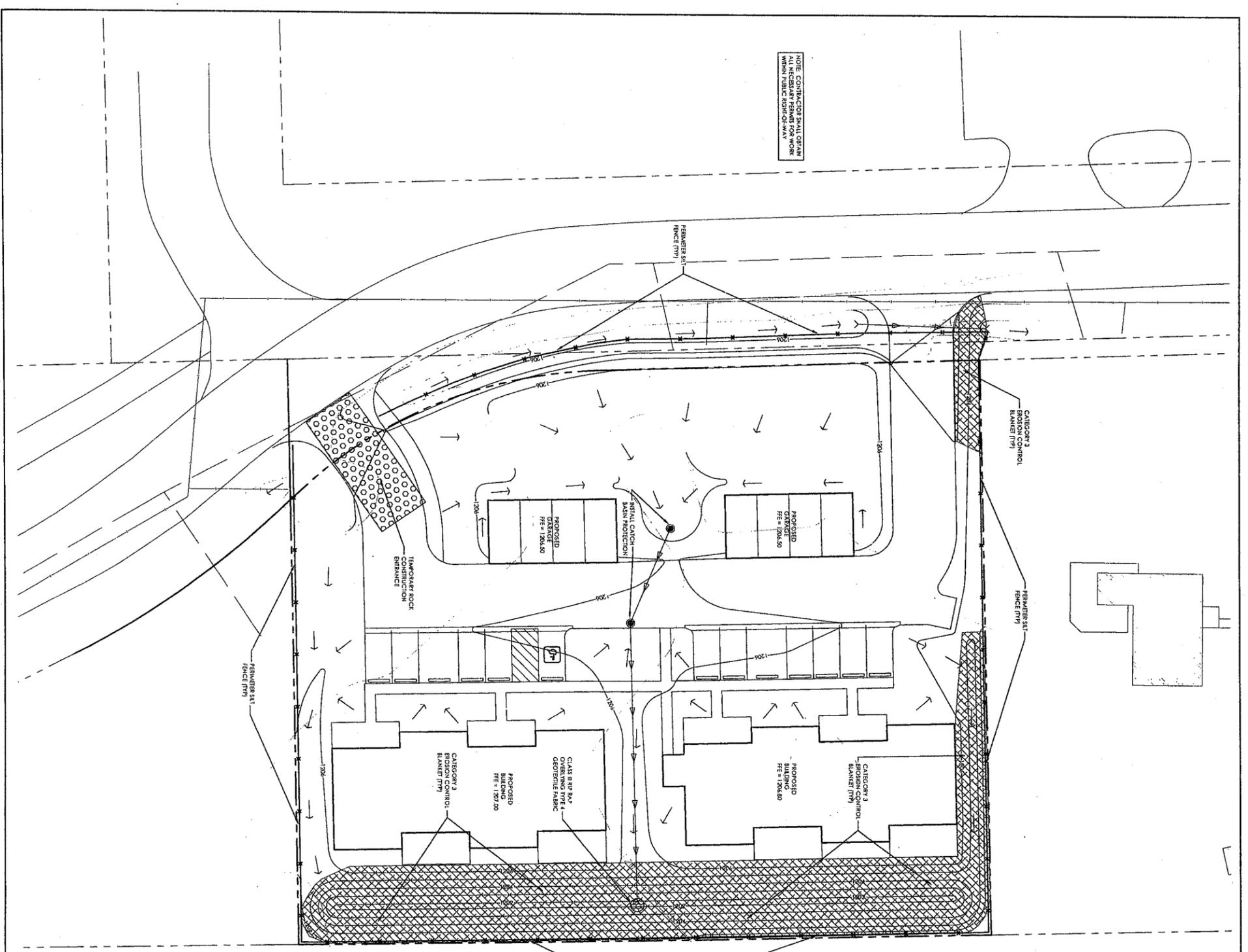


8 CONCRETE SIDEWALK SECTION

Need Water standard details

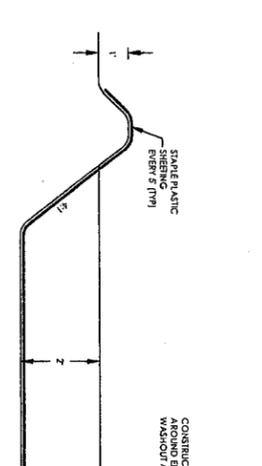
STANDARD DETAILS

1602BDetails.dwg PROJECT NUMBER: 1602B VAUGHAN TOWNHOMES BAXTER, MINNESOTA		REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> </table>	NO.	DATE	DESCRIPTION	1			2			3			4			 SCHULTZ ENGINEERING & SITE DESIGN 18 South Riverside Avenue Suite 230 Sartell, MN 56377 www.schultzengineeringdesign.com Ph: (320) 339-0669 Fx: (866) 633-1830 schultzeng@live.com	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 Engineer under the laws of the state of Minnesota. Brian L. Schultz, PE Date: 06/20/2016 License No.: 43129
NO.	DATE	DESCRIPTION																	
1																			
2																			
3																			
4																			



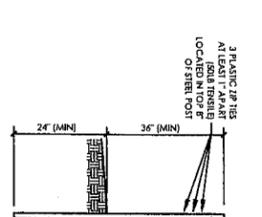
1. THE ROCK ENTRANCE SHALL BE CONSTRUCTED PRIOR TO THE START OF GRADING OPERATIONS.
2. THE ENTRANCE SHALL BE GRADED SUCH THAT POSITIVE DRAINAGE DURING CONSTRUCTION IS PROVIDED.
3. THE ENTRANCE SHALL BE MAINTAINED IN SUCH A CONDITION SUCH THAT IT PREVENTS MUD TRACKING OFF THE ADJACENT ROCK OR PAVED SURFACE. THE ENTRANCE MAY BE REMOVED PERIODICALLY FROM SITES TO TRACK OFF SITE.
4. THE ROCK ENTRANCE MAY BE REMOVED JUST PRIOR TO THE PLACEMENT OF ROADWAY BASE.

1 TEMPORARY ROCK CONSTRUCTION ENTRANCE



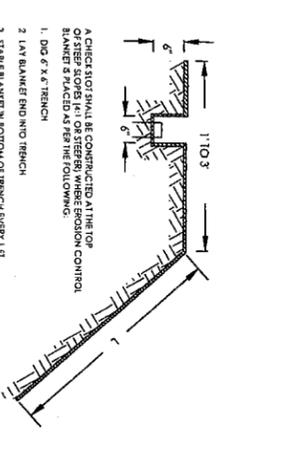
1. BOTTOM OF CONCRETE WASHOUT AREA SHALL BE 10' MIN.
2. CONTRACTOR SHALL REMOVE WASHOUT AREA SURROUNDING CONCRETE WASHOUT AREA AND DISPOSE OF PER LOCAL REQUIREMENTS WHEN WASHOUT AREA BECOMES INOPERABLE.
3. CONTRACTOR SHALL SELECT THE MOST OPTIMAL LOCATION FOR THE CONCRETE WASHOUT.

2 CONCRETE WASHOUT show location on drawing



1. USE HEAVY EQUIPMENT SUCH THAT THE SOLE & SICES NOT DAMAGED OVER.
2. AFTER SET IN PLACE, INSTALLATION PER AMMOCT 3373.3.C1.

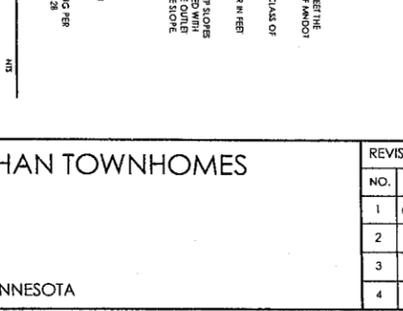
3 SILT FENCE (MACHINE SLICED)



1. DIG 6" X 6" TRENCH
2. LAY BLANKET END INTO TRENCH
3. STAKE BLANKET IN BOTTOM OF TRENCH EVERY 11 FT
4. BACKFILL TRENCH WITH SOIL AND COMPACT
5. IF SLOPE LENGTH IS GREATER THAN 100 FT DIG A CHECK SLOT 1/2 FROM THE BOTTOM OF THE SLOPE AND STAKE THE BLANKET IN AS IN THE TOP TRENCH.

4 EROSION CONTROL BLANKET

5 RIP RAP AT PIPE OUTLETS



1. RIP RAP SHALL MEET THE REQUIREMENTS OF AMMOCT SPEC. 3001.
2. SEE PLAN FOR CLASS OF RIP RAP.
3. DEEPER EXHAUST IN 8" (DEEPER THAN).
4. QUALITY OF SLOPE SLOPES SHALL BE MAINTAINED WITH RIP RAP FROM THE OUTLET TO THE TOE ON THE SLOPE.

SWPPP - PLAN

PROJECT NUMBER: 80028

SCALE: 1"=20'

0 20 40 80

16028SWPPP-Plan.dwg

VAUGHAN TOWNHOMES

BAXTER, MINNESOTA

PROJECT NUMBER: 80028

SCALE: 1"=20'

C5 OF 6

REVISIONS		
NO.	DATE	DESCRIPTION
1	06/27/2016	REVISIONS PER 06/23/2016 CITY COMMENT
2		
3		
4		

SCHULTZ ENGINEERING & SITE DESIGN

18 South Riverside Avenue
Suite 230
Sartell, MN 56377

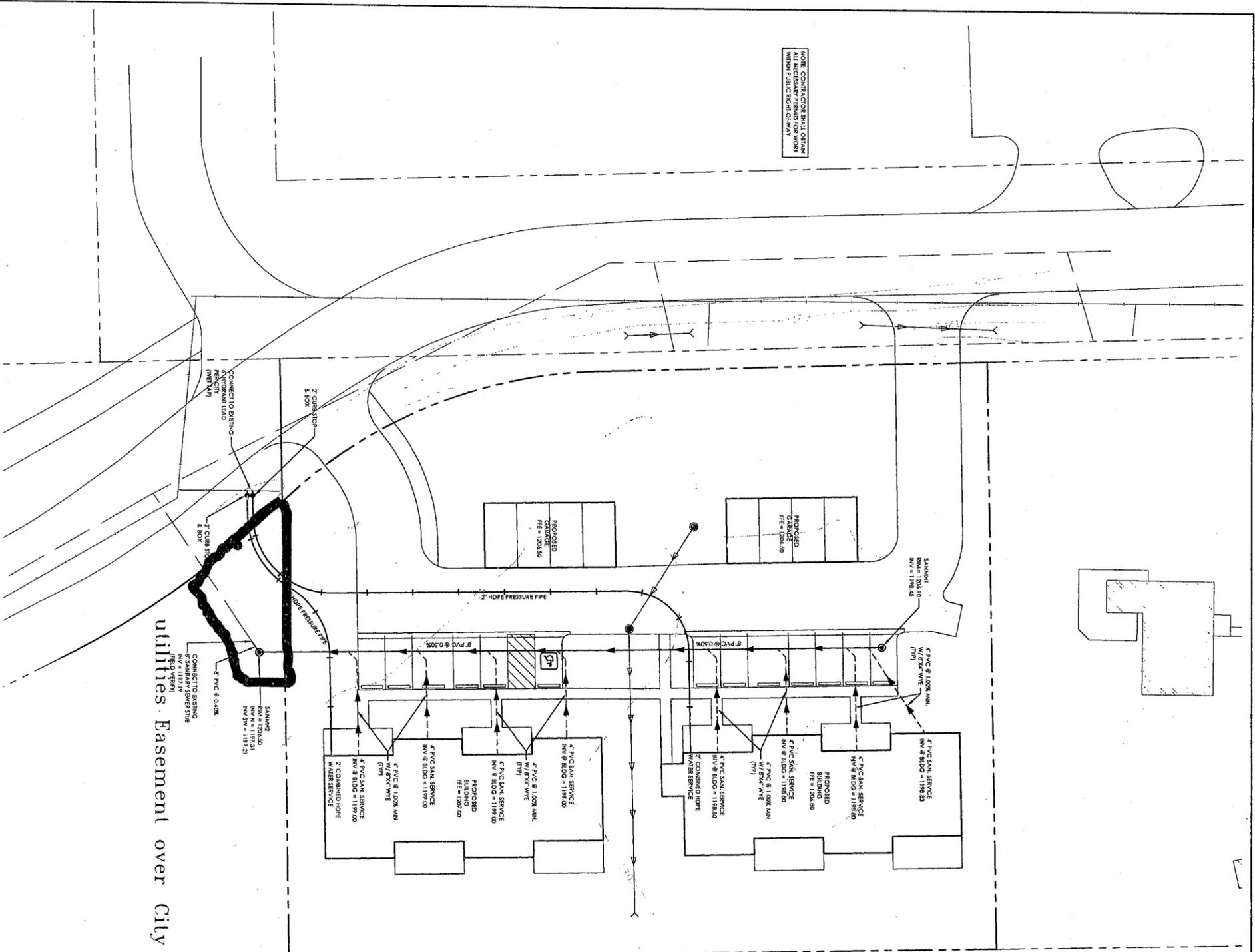
Ph: (320) 339-0669
Fx: (866) 633-1830
schultzeng@live.com
www.schultzengineeringdesign.com

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 Engineer under the laws of the state of Minnesota

Brian J. Schultz, PE

Date: 06/20/2016 License No.: 43129

NOTE: CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR WORK WITHIN PUBLIC RIGHT-OF-WAY



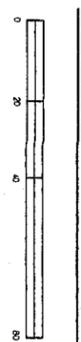
Utilities Easement over City Property

UTILITY NOTES:

1. WATER MAIN AND SANITARY SERVICE LINES SHALL BE PLACED AT A MINIMUM DEPTH OF 3 FEET BELOW FINISHED GRADE.
2. IF CONFLICTS ARE DISCOVERED WHERE WATER MAIN CROSSES EXISTING SANITARY SERVICE SERVICE, OR SANITARY SERVICE THE WATER MAIN SHALL BE SET TO 6 FEET BELOW FINISHED GRADE.
3. INSTALL SANITARY SERVICE LINE CLEANOUTS AS REQUIRED BY THE MINNESOTA PLUMBING CODE.
4. SET SERVICE EQUIPMENT INCLUDING GAS PIPING AND SUEET CLEAN ACCESSLATIONS SERVICE RELATING TO THE LOCATION OF THE UTILITIES.
5. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
6. PRIOR TO CONSTRUCTION OF SANITARY SEWER AND ORDERING ASSOCIATED MATERIALS THE CONTRACTOR SHALL OBTAIN RECORD DRAWINGS FOR ALL EXISTING SANITARY SERVICE LINES TO VERIFY THE CORRECT SIZING AND SLOPE OF THE SANITARY SEWER SERVICE.

CONTRACTOR SHALL OBTAIN A REMAINING PERMIT FROM THE CITY OF BAXTER, MINNESOTA FOR THE INSTALLATION OF ANY SANITARY SEWER OR WATER UTILITIES. CONSTRUCTION OF SANITARY SEWER SHALL BE IN ACCORDANCE WITH THE REMAINING PERMIT ADDRESS OR THE PLAN AND IN THE PROJECT SPECIFICATIONS.

UTILITY PLAN



16028Utility.dwg

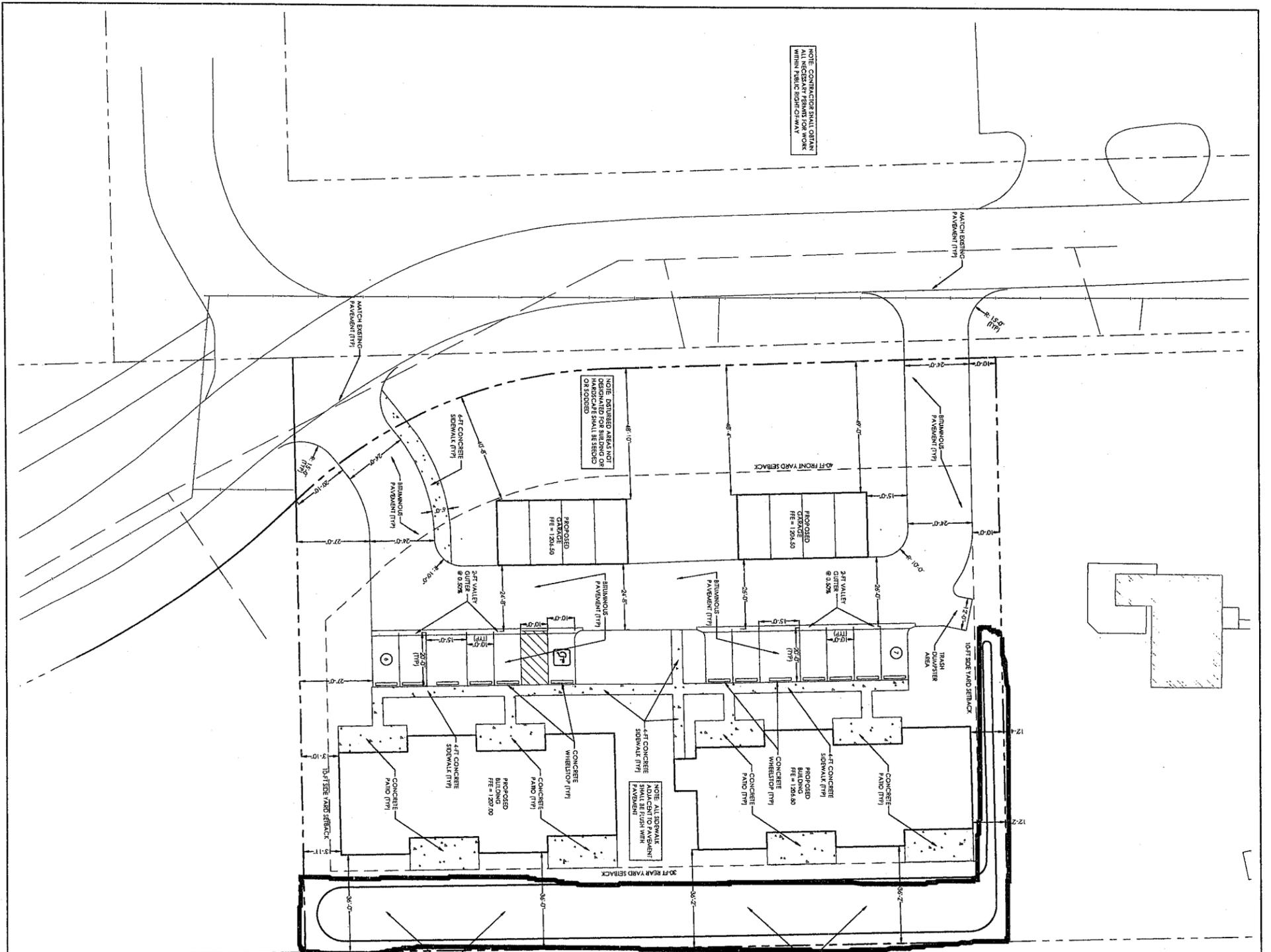
PROJECT NUMBER: 16028
 SCALE: 1"=20'
 C6 OF 6

VAUGHAN TOWNHOMES
 BAXTER, MINNESOTA

REVISIONS		
NO.	DATE	DESCRIPTION
1	06/27/2016	REVISIONS PER 06/23/2016 CITY COMMENT
2		
3		
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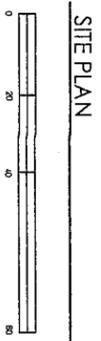
SCHULTZ ENGINEERING & SITE DESIGN
 18 South Riverside Avenue
 Suite 230
 Sartell, MN 56377
 Ph: (320) 339-0869
 Fax: (866) 633-1830
 schultzeng@live.com
 www.schultzengineeringdesign.com

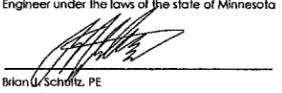
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Engineer under the laws of the state of Minnesota
 Brian U. Schultz, PE
 Date: 06/20/2016 License No.: 43129



Fence off
to keep construction
activities out.

ZONING: R2, "MEDIUM DENSITY RESIDENTIAL"
SETBACKS
FRONT YARD = 40-FT
SIDE YARD (INTERIOR) = 10-FT
REAR YARD = 30-FT
COVERAGE
CITY ORDINANCE
MAXIMUM IMPERVIOUS COVERAGE = 50%
ACTUAL COVERAGE
PROPOSED IMPERVIOUS AREA = 25,400 SF
TOTAL LOT AREA = 54,330 SF
ACTUAL IMPERVIOUS COVERAGE = 25,400 / 54,330 = 46.8%
PARKING CALCULATION
CITY ORDINANCE
1 SPACE PER UNIT
REQUIRED SPACES
TOTAL NUMBER OF UNITS = 8
TOTAL REQUIRED PARKING SPACES = 8 X 2 = 16 SPACES
PROVIDED SPACES
DETACHED GARAGE SPACES = 8 SPACES
EXTERIOR PARKING SPACES = 13 SPACES
TOTAL PROVIDED PARKING SPACES = 21 SPACES



PROJECT NUMBER 16028 SCALE: 1"=20' 	VAUGHAN TOWNHOMES BAXTER, MINNESOTA	<table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>06/27/2016</td> <td>REVISIONS PER 06/23/2016 CITY COMMENT</td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> </tbody> </table>	REVISIONS			NO.	DATE	DESCRIPTION	1	06/27/2016	REVISIONS PER 06/23/2016 CITY COMMENT	2			3			4			 SCHULTZ ENGINEERING & SITE DESIGN 18 South Riverside Avenue Suite 230 Sartell, MN 56377 www.schultzengineeringdesign.com	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 Engineer under the laws of the state of Minnesota  Brian U. Schultz, PE Date: 06/20/2016 License No.: 43129
	REVISIONS																					
NO.	DATE	DESCRIPTION																				
1	06/27/2016	REVISIONS PER 06/23/2016 CITY COMMENT																				
2																						
3																						
4																						
16028Site.dwg CS1 OF 1																						



July 19, 2016

City of Baxter
Attn: Josh Doty
13190 Memorywood Dr.
P.O. Box 2626
Baxter, MN 56425

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

218.829.5117
218.829.2517
Brainerd@wsn.us.com
WidethSmithNolting.com

**Re: Stormwater Management and Utilities for Retail Partners Baxter, LLC
Baxter, MN**

Dear Mr. Doty,

This impetus of letter is to provide the City of Baxter staff documentation regarding the proposed site improvements for the Gander Mountain property located just north of Excelsior Road along Edgewood Drive. The intent is to provide the City with sufficient information to illustrate the overall proposed development will comply with city code. The proposed project is to replat the property to create two additional lots north of Taco Bell that will comprise approximately 3.5 acres of property. Our findings have been summarized as follows:

The property currently consists of nearly 100 percent impervious coverage with the existing parking lot the Gander Mountain store. The property is going to be replatted and the proposed improvements will consist of a full re-development of the two lots that are being created. Utility connections will be derived from an internal watermain and a single cut in Edgewood Drive for sanitary sewer.

Stormwater management requires the proposed redevelopment to retain runoff from the 100-year 24-hour storm event on site. As the property currently exists, the majority of the bituminous pavement on the east side of the current Gander Mountain building drain to the city stormwater system without water quality treatment. The entire area being platted in to two separate lots drains to the city system with no treatment. As part of this proposed development, an extended detention basin will be constructed on the west side of the current Gander Mountain property and drainage from the Gander Mountain building will be directed to this basin as a tradeoff for the water quality treatment needed for the two lots being created.

The soils in the vicinity of proposed improvements have been mapped as Barber-Urban Land Complex, which exhibit characteristics of hydrologic group "A" soils. The site is approximately 3.5 acres in size and the impervious coverage complies with the city requirements. The composite runoff curve number is 89. Atlas 14 rainfall frequency data was utilized for determining the 100-year 24-hour runoff volume needed. The 100-year 24-hour storm event is 6.27", which will produce approximately 73,600 cubic feet of runoff. The runoff is detained on the Gander Mountain property and released slowly to control the peak discharge rate leaving the subject property.



The plans are preliminary at this point, as slight modifications may be considered after the public hearing and meeting with the owners. We are available for presenting this information at the next available utility commission meeting if necessary.

Please don't hesitate to call with any questions or concerns regarding this letter or any information included herein.

Sincerely,

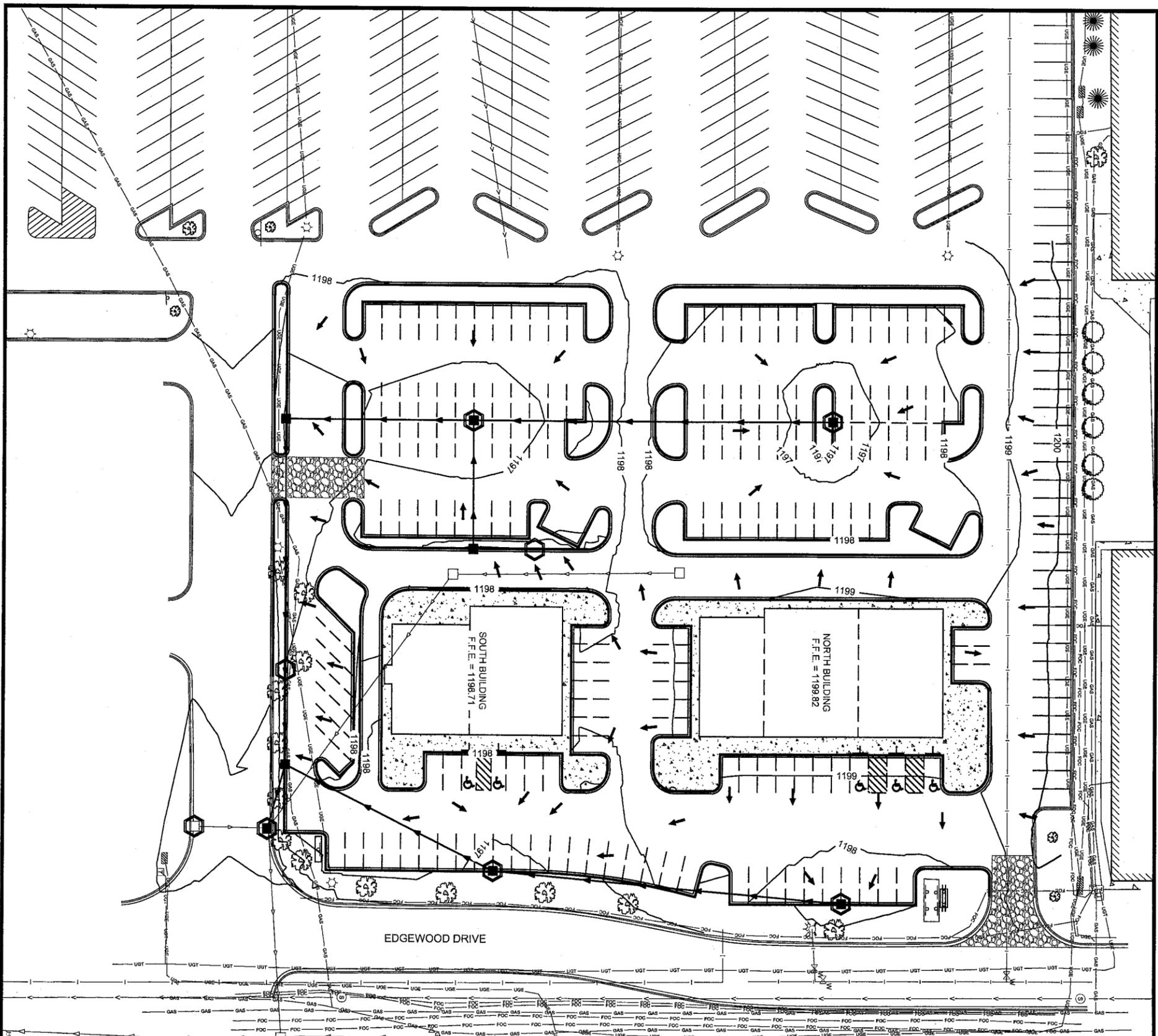
WIDSETH SMITH NOLTING

A handwritten signature in black ink that reads "Timothy T. Ramerth". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Timothy T. Ramerth, PE

Encl.

cc: Charlie Vaughn, Cherry and Associates
Mark Banks, Retail Partners Development, LLC
Jay Moore, Oppidan



EDGEWOOD DRIVE

TRUNK HIGHWAY No. 371

SOUTH BUILDING
F.F.E. = 1198.71

NORTH BUILDING
F.F.E. = 1199.82

GENERAL NOTES:

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN IN THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO COMMENCING CONSTRUCTION. THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES NOTED IN THE FIELD.
- REFER TO THE PLAT FOR LOT LINE BEARINGS, DIMENSIONS, AND AREAS.
- REFER TO THE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF RAMPS AND EXITS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL. THE TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSIONS/PERMITS FOR ALL WORK LOCATED OUTSIDE THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.

GENERAL EROSION CONTROL NOTES:

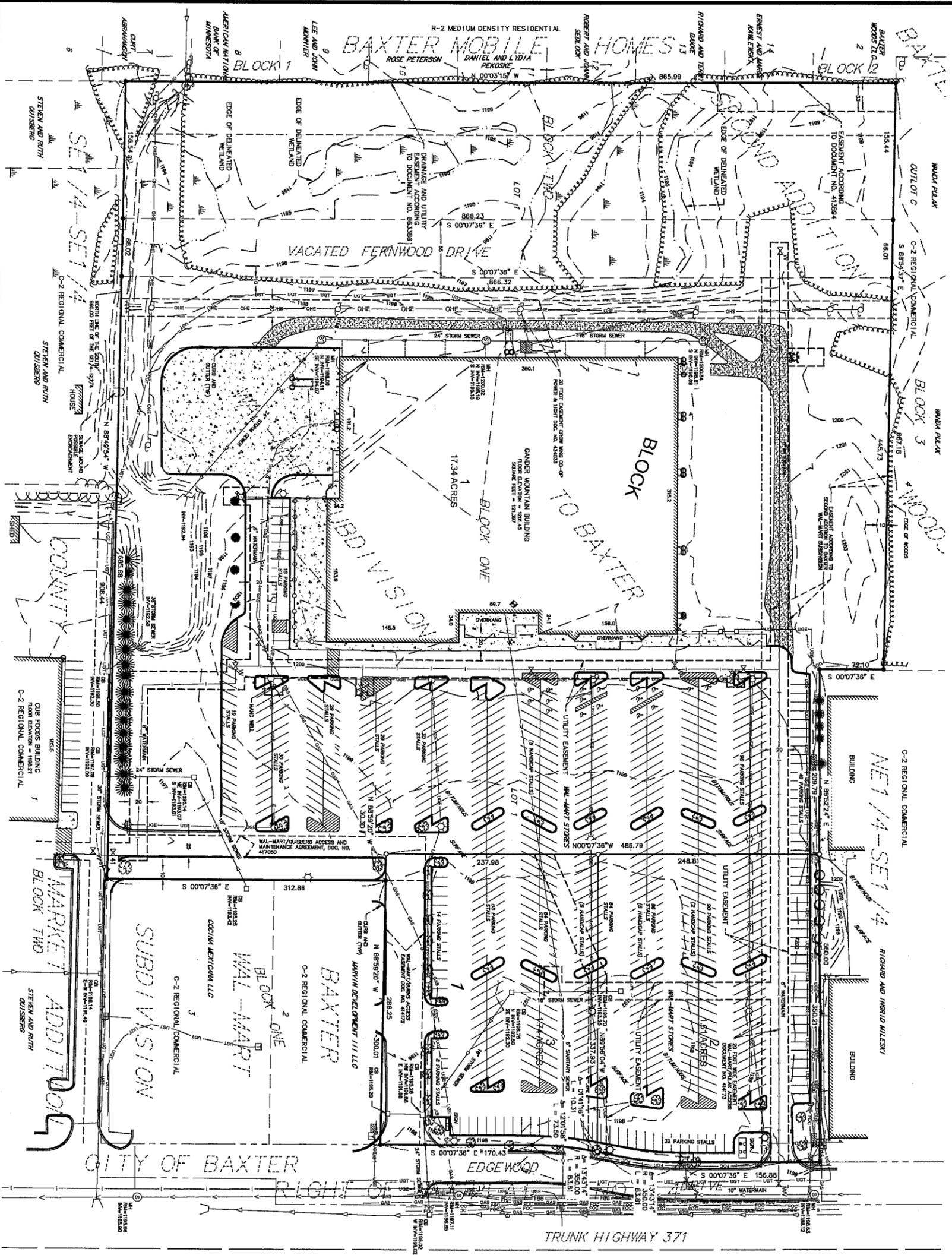
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE, AND FEDERAL REGULATIONS INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- ALL SILT FENCE AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VISIBLE TUFF OR GROUND COVER HAS BEEN ESTABLISHED. MAINTENANCE AND REMOVAL OF SEDIMENT CONTROL DEVICES SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- ALL STREETS UTILIZED FOR PROJECT CONSTRUCTION MUST BE CLEANED AT THE END OF EACH DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO THE DETAILS TO REDUCE TRACKING OF SEDIMENT ONTO PUBLIC STREETS. STREET SWEEPING MAY BE NECESSARY AND WILL BE CONSIDERED INCIDENTAL.
- ALL EXPOSED SOILS MUST BE STABILIZED WITHIN 14 CALENDAR DAYS OF ROUGH GRADE COMPLETION OF AFTER CONSTRUCTION TERMINATES. ALL STOCKPILES SHALL HAVE ADEQUATE SEDIMENT TRAPPING SYSTEMS INSTALLED AROUND THEM.
- ALL AREAS TO BE ESTABLISHED TO GRASS COVER SHALL RECEIVE 4" OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- INLET PROTECTION SHALL BE INSTALLED AT ALL STORM SEWER INLETS WHICH HAVE A POTENTIAL TO RECEIVE RUNOFF FROM THE CONSTRUCTION SITE.



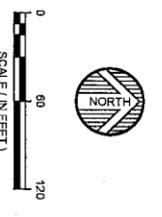
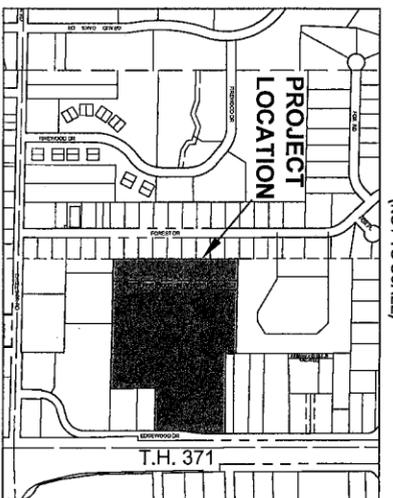
PRELIMINARY

GANDER MOUNTAIN PROPERTY RETAIL PARTNERS DEVELOPMENT, LLC BAXTER, MN SHEET NO. 12 EROSION CONTROL PLAN	DATE: JULY 2016 SCALE: AS SHOWN DRAWN BY: ARJAWR CHECKED BY: TTR JOB NUMBER: 0270B0738.000	<table border="1"> <thead> <tr> <th>DATE</th> <th>REV</th> <th>REVISIONS DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	REV	REVISIONS DESCRIPTION	BY					I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. TIMOTHY T. RAMERTH DATE: 07/19/16 LIC. NO. 41966
	DATE	REV	REVISIONS DESCRIPTION	BY							
WIDSETH SMITH NOLTING Engineering Architecture Surveying Environmental											

PRELIMINARY PLAT OF THIRD ADDITION TO BAXTER WAL-MART SUBDIVISION



NAME:	THIRD ADDITION TO BAXTER WAL-MART SUBDIVISION
DESCRIPTION:	LOT 1, BLOCK ONE, LOT 1, BLOCK TWO AND FERNWOOD DRIVE, SECOND ADDITION TO BAXTER WAL-MART SUBDIVISION, CROW WING COUNTY, MINNESOTA
OWNER/DEVELOPER:	KTU 243 LLC 400 WATER ST STE 200 EXCELSIOR, MN 55331
SURVEYOR:	WIDSETH SMITH NOETING 7804 INDUSTRIAL PARK RD BAXTER, MN
ZONING:	C-2 REGIONAL COMMERCIAL
AREA:	21.16 ACRES, MORE OR LESS
DATE:	JULY 19, 2016



- ORIENTATION OF THE BEARING SYSTEM IS BASED ON THE CITY OF BAXTER COMPONENT SYSTEM (LAD 8998) ELEVATIONS ARE BASED ON ASSUMED DATUM
- DENOTES FOUND IRON MONUMENT
 - DENOTES GUARD POST
 - DENOTES HANDICAP STALL
 - DENOTES CONIFEROUS TREE
 - DENOTES DELINEATED WETLAND
 - DENOTES DECIDUOUS TREE
 - DENOTES SANITARY SEWER
 - DENOTES CATCH BASIN
 - DENOTES STORM SEWER
 - DENOTES CURB STOP
 - DENOTES HYDRANT
 - DENOTES WATER VALVE
 - DENOTES LIGHT POLE
 - DENOTES POWER POLE
 - DENOTES ELECTRIC TRANSFORMER
 - DENOTES TELEPHONE TELESTAL
 - DENOTES GAS METER
 - DENOTES GUT WIRE
 - DENOTES OVERHEAD ELECTRIC
 - DENOTES UNDERGROUND ELECTRIC
 - DENOTES UNDERGROUND FIBER OPTIC
 - DENOTES UNDERGROUND TELEPHONE
 - DENOTES GAS LINE
 - DENOTES STORM SEWER
 - DENOTES SANITARY SEWER
 - DENOTES GRAVEL SURFACE
 - DENOTES CONCRETE SURFACE

WIDSETH SMITH NOETING
LAND SURVEYORS
ARCHITECTS
ENGINEERS
ENVIRONMENTAL SERVICES

ADAMSVILLE, MN
BEMIDJIE, MN
BRANDON, MN
CROOKSTON, MN
GRAND MARSH, MN
HASKELL, MN
ROCKFORD, MN
SOUTH FALLS, SD

© 2016 WIDSETH SMITH NOETING

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 2

CONTRACTOR FOR:

2016 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676

AGREEMENT DATE:

6/7/2016

CITY NO. 4113

OWNER CITY OF BAXTER, MN

FOR WORK ACCOMPLISHED THROUGH:

7/16/2016

CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
FULL DEPTH RECLAMATION									
1	MOBILIZATION	LUMP SUM	\$49,606.60	1.00	\$49,606.60	0.25	\$12,401.65	0.75	\$37,204.95
2	TRAFFIC CONTROL	LUMP SUM	\$4,500.00	1.00	\$4,500.00	0.25	\$1,125.00	0.40	\$1,800.00
3	TEMPORARY MAIL BOX BANK SYSTEM	LUMP SUM	\$275.00	1.00	\$275.00		\$0.00	0.00	\$0.00
4	SALVAGE & INSTALL SWING AWAY MAIL BOX	EACH	\$140.00	3.00	\$420.00		\$0.00	0.00	\$0.00
5	SALVAGE MAIL BOX	EACH	\$22.00	30.00	\$660.00	30.00	\$660.00	30.00	\$660.00
6	SWING AWAY MAIL BOX SUPPORT	EACH	\$110.00	30.00	\$3,300.00		\$0.00	0.00	\$0.00
7	CLEARING	ACRE	\$4,150.00	0.08	\$332.00	0.01	\$41.50	0.09	\$373.50
8	CLEARING	TREE	\$165.00	21.00	\$3,465.00	8.00	\$1,320.00	22.00	\$3,630.00
9	GRUBBING	ACRE	\$4,150.00	0.08	\$332.00	0.01	\$41.50	0.09	\$373.50
10	GRUBBING	TREE	\$165.00	27.00	\$4,455.00	8.00	\$1,320.00	22.00	\$3,630.00
11	CLEAN EXISTING STORM POND (BAXTER ELEMENTARY)	LUMP SUM	\$850.00	1.00	\$850.00		\$0.00	1.00	\$850.00
12	CLEAN EXISTING STORM SEWER SYSTEM (BAXTER ELEMENTARY)	LUMP SUM	\$3,500.00	1.00	\$3,500.00		\$0.00	1.00	\$3,500.00
13	CLEAN EXISTING CULVERT AND APRON ENDS	LUMP SUM	\$1,100.00	4.00	\$4,400.00		\$0.00	2.00	\$2,200.00
14	REMOVE PIPE CULVERTS	LIN FT	\$13.25	50.00	\$662.50		\$0.00	0.00	\$0.00
15	REMOVE CURB AND GUTTER	LIN FT	\$6.00	840.00	\$5,040.00		\$0.00	840.00	\$5,040.00
16	REMOVE CONCRETE MEDIAN	SQ FT	\$8.25	1,260.00	\$10,395.00		\$0.00	1,050.00	\$8,662.50
17	REMOVE CONCRETE WALK	SQ FT	\$5.25	108.00	\$567.00		\$0.00	0.00	\$0.00
18	REMOVE & REPLACE CONCRETE CURB AND GUTTER	LIN FT	\$28.75	30.00	\$862.50		\$0.00	0.00	\$0.00
19	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$5.25	100.00	\$525.00		\$0.00	80.00	\$420.00
20	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$2.75	2,400.00	\$6,600.00	1,094.00	\$3,008.50	2,160.00	\$5,940.00
21	SAWING BITUMINOUS PAVEMENT	LIN FT	\$1.65	1,400.00	\$2,310.00	597.00	\$985.05	597.00	\$985.05
22	SAWING CONCRETE PAVEMENT	LIN FT	\$5.50	80.00	\$440.00	45.00	\$247.50	45.00	\$247.50
23	SALVAGE 911 SIGN	EACH	\$11.00	32.00	\$352.00	32.00	\$352.00	32.00	\$352.00
24	SALVAGE SIGN PANEL TYPE C	EACH	\$28.00	50.00	\$1,400.00	24.00	\$672.00	66.00	\$1,848.00
25	SALVAGE & INSTALL PERMANENT BARRICADES	EACH	\$195.00	2.00	\$390.00	1.00	\$195.00	1.00	\$195.00
26	SALVAGE & INSTALL PIPE APRON	EACH	\$530.00	1.00	\$530.00		\$0.00	0.00	\$0.00
27	SALVAGE & INSTALL LANDSCAPING (SUPER AMERICA)	LUMP SUM	\$2,500.00	1.00	\$2,500.00		\$0.00	0.50	\$1,250.00
28	SALVAGE & INSTALL LANDSCAPING (5418 FAIRVIEW RD)	LUMP SUM	\$1,000.00	1.00	\$1,000.00		\$0.00	0.00	\$0.00
29	SALVAGE & INSTALL CHAIN LINK FENCE (ELEMENATARY SCHOOL POND)	LIN FT	\$5.00	40.00	\$200.00		\$0.00	20.00	\$100.00
30	SALVAGE & INSTALL WOOD SPLIT RAIL FENCE (LAKEWOOD CHURCH)	LIN FT	\$10.00	50.00	\$500.00		\$0.00	0.00	\$0.00
31	REMOVE WOOD RAIL FENCE (6072 FAIRVIEW RD)	LIN FT	\$5.00	30.00	\$150.00	30.00	\$150.00	30.00	\$150.00
32	CONIFEROUS TREE (COLORADO BLUE SPRUCE, 6 FT)	TREE	\$775.00	1.00	\$775.00		\$0.00	0.00	\$0.00
33	DECIDUOUS TREE (RIVER BIRCH, 2-INCH, B&B)	TREE	\$775.00	1.00	\$775.00		\$0.00	0.00	\$0.00
34	ORNAMENTAL TREE (CRAB APPLE, 1.5-INCH, CONTAINER)	TREE	\$775.00	1.00	\$775.00		\$0.00	0.00	\$0.00
35	DECIDUOUS SHRUB (COMMON LILAC, CONTAINER)	SHRUB	\$105.00	1.00	\$105.00		\$0.00	0.00	\$0.00
36	TRANSPLANT TREE (TREE SPADE)	TREE	\$1,650.00	3.00	\$4,950.00		\$0.00	0.00	\$0.00
37	TRANSPLANT SHRUB	SHRUB	\$105.00	5.00	\$525.00	0.50	\$52.50	1.50	\$157.50
38	COMMON EXCAVATION	CU YD	\$13.05	3,504.00	\$45,727.20		\$0.00	0.00	\$0.00
39	SUBGRADE EXCAVATION	CU YD	\$13.75	1,300.00	\$17,875.00	298.20	\$4,100.25	298.20	\$4,100.25
40	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$200.00	79.00	\$15,800.00	79.00	\$15,800.00	79.00	\$15,800.00
41	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$125.00	20.00	\$2,500.00		\$0.00	2.00	\$250.00
42	WATER	MGAL	\$43.50	500.00	\$21,750.00	300.00	\$13,050.00	316.00	\$13,746.00
43	AGGREGATE BASE, CL 5 (CV)	CU YD	\$22.65	465.00	\$10,532.25	500.00	\$11,325.00	500.00	\$11,325.00
44	AGGREGATE SURFACING, CL1 (CV)	CU YD	\$38.00	212.00	\$8,056.00		\$0.00	0.00	\$0.00

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 2

CONTRACTOR FOR:

2016 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676

AGREEMENT DATE:

6/7/2016

CITY NO. 4113

OWNER CITY OF BAXTER, MN

FOR WORK ACCOMPLISHED THROUGH:

7/16/2016

CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
45	AGGREGATE DRIVEWAY RESTORATION, CLASS 5	SQ YD	\$10.00	55.00	\$550.00		\$0.00	0.00	\$0.00
46	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	\$1.00	22,633.00	\$22,633.00	12,500.00	\$12,500.00	22,633.00	\$22,633.00
47	MILL BITUMINOUS SURFACE 1.5"	SQ YD	\$7.50	990.00	\$7,425.00		\$0.00	0.00	\$0.00
48	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$46.00	2,963.00	\$136,298.00		\$0.00	0.00	\$0.00
49	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	\$47.00	3,788.00	\$178,036.00	1,963.00	\$92,261.00	1,963.00	\$92,261.00
50	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) - TRAIL	TON	\$70.00	40.00	\$2,800.00		\$0.00	0.00	\$0.00
51	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.00	1,630.00	\$3,260.00		\$0.00	0.00	\$0.00
52	RESIDENTIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$29.00	1,090.00	\$31,610.00		\$0.00	0.00	\$0.00
53	COMMERCIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$24.00	687.00	\$16,488.00		\$0.00	0.00	\$0.00
54	ADJUST SANITARY SEWER CLEAN-OUT (NEW CASTING)	EACH	\$225.00	48.00	\$10,800.00		\$0.00	0.00	\$0.00
55	ADJUST CURB BOX	EACH	\$150.00	40.00	\$6,000.00		\$0.00	0.00	\$0.00
56	ADJUST VALVE BOX	EACH	\$250.00	27.00	\$6,750.00		\$0.00	0.00	\$0.00
57	INSULATION	SQ YD	\$46.00	700.00	\$32,200.00	536.70	\$24,688.20	543.70	\$25,010.20
58	CONCRETE WALK, 4"	SQ FT	\$8.25	120.00	\$990.00		\$0.00	0.00	\$0.00
59	CONCRETE WALK, 6"	SQ FT	\$8.00	700.00	\$5,600.00		\$0.00	0.00	\$0.00
60	CONCRETE CURB & GUTTER, DESIGN B612	LIN FT	\$17.75	512.00	\$9,088.00	479.00	\$8,502.25	479.00	\$8,502.25
61	24" RIBBON CURB	LIN FT	\$16.50	147.00	\$2,425.50	101.00	\$1,666.50	101.00	\$1,666.50
62	CONCRETE VALLEY GUTTER	LIN FT	\$47.00	80.00	\$3,760.00	100.00	\$4,700.00	100.00	\$4,700.00
63	6" CONCRETE DRIVEWAY PAVEMENT RESTORATION	SQ YD	\$73.00	65.00	\$4,745.00		\$0.00	0.00	\$0.00
64	PEDESTRIAN RAMP W/ TRUNCATED DOMES	EACH	\$800.00	4.00	\$3,200.00		\$0.00	0.00	\$0.00
65	ADJUST FRAME & RING CASTING (SANITARY)	EACH	\$500.00	28.00	\$14,000.00		\$0.00	0.00	\$0.00
66	SIGN PANELS TYPE C	SQ FT	\$25.00	105.00	\$2,625.00		\$0.00	0.00	\$0.00
67	INSTALL 911 SIGN	EACH	\$22.00	38.00	\$836.00		\$0.00	0.00	\$0.00
68	INSTALL SIGN PANEL TYPE C	EACH	\$133.00	68.00	\$9,044.00		\$0.00	0.00	\$0.00
69	OBJECT MARKER/DELINEATOR	EACH	\$140.00	1.00	\$140.00		\$0.00	0.00	\$0.00
70	SILT FENCE, TYPE MS	LIN FT	\$2.75	730.00	\$2,007.50		\$0.00	733.00	\$2,015.75
71	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$5.00	1,750.00	\$8,750.00	1,275.00	\$6,375.00	2,005.00	\$10,025.00
72	ROCK CONSTRUCTION EXIT	EACH	\$550.00	6.00	\$3,300.00		\$0.00	0.00	\$0.00
73	TOPSOIL BORROW	CU YD	\$31.50	800.00	\$25,200.00		\$0.00	0.00	\$0.00
74	TURF ESTABLISHMENT (INCLUDES SEEDING, SEED MIX, FERTILIZER, AND HYDRAULIC MATRIX TYPE FRM)	SQ YD	\$2.75	21,000.00	\$57,750.00		\$0.00	0.00	\$0.00
75	TEMPORARY SEEDING (INCLUDES SEEDING, SEED MIX, AND MULCH)	SQ YD	\$0.40	15,000.00	\$6,000.00		\$0.00	0.00	\$0.00
76	PAVEMENT MESSAGE PAINT - LT ARROW	SQ FT	\$5.00	15.00	\$75.00		\$0.00	0.00	\$0.00
77	PAVEMENT MESSAGE PAINT - RT ARROW	SQ FT	\$5.00	15.00	\$75.00		\$0.00	0.00	\$0.00
78	PAVEMENT MESSAGE WHITE - BIKE SYMBOL - POLY PREFORM (GROUND IN)	SQ FT	\$75.00	35.00	\$2,625.00		\$0.00	0.00	\$0.00
79	8" SOLID WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	1,000.00	\$8,250.00		\$0.00	0.00	\$0.00
80	8" DOTTED WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	76.00	\$627.00		\$0.00	0.00	\$0.00
81	4" SOLID WHITE LINE, PAINT	LIN FT	\$0.10	295.00	\$29.50		\$0.00	0.00	\$0.00
82	8" SOLID WHITE LINE, PAINT	LIN FT	\$0.15	14,148.00	\$2,122.20		\$0.00	0.00	\$0.00
83	12" SOLID WHITE LINE, PAINT	LIN FT	\$2.75	143.00	\$393.25		\$0.00	0.00	\$0.00
84	12" SOLID YELLOW LINE, PAINT	LIN FT	\$3.00	63.00	\$189.00		\$0.00	0.00	\$0.00
85	STOP BAR, 24" WHITE PAINT	LIN FT	\$3.30	290.00	\$957.00		\$0.00	0.00	\$0.00
86	4" BROKEN YELLOW LINE, PAINT	LIN FT	\$0.10	860.00	\$86.00		\$0.00	0.00	\$0.00

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 2

CONTRACTOR FOR: 2018 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676
CITY NO. 4113
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

AGREEMENT DATE: 6/7/2016

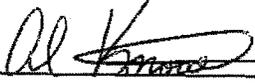
FOR WORK ACCOMPLISHED THROUGH: 7/16/2016

				CONTRACT		THIS PAYMENT		WORK TO DATE	
87	4" DOUBLE SOLID YELLOW LINE, PAINT	LIN FT	\$0.20	3,575.00	\$715.00		\$0.00	0.00	\$0.00
88	COMMON EXCAVATION (SUPER AMERICA POND)	CU YD	\$10.00	892.00	\$8,920.00		\$0.00	892.00	\$8,920.00
89	EXCAVATE AND DISPOSE OF CONTAMINATED MATERIAL	CU YD	\$50.00	350.00	\$17,500.00		\$0.00	0.00	\$0.00
90	REMOVE CHAIN LINK FENCE	LIN FT	\$5.00	30.00	\$150.00		\$0.00	0.00	\$0.00
91	REPAIR CHAIN LINK FENCE	LIN FT	\$10.00	100.00	\$1,000.00		\$0.00	0.00	\$0.00
92	60" CHAIN LINK FENCE	LIN FT	\$14.00	220.00	\$3,080.00		\$0.00	0.00	\$0.00
93	60" CHAIN LINK VEHICULAR GATE	EACH	\$825.00	1.00	\$825.00		\$0.00	0.00	\$0.00
94	RANDOM RIPRAP, CLASS III	CU YD	\$65.00	31.00	\$2,015.00	22.00	\$1,430.00	22.00	\$1,430.00
95	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	\$1,350.00	1.00	\$1,350.00	1.00	\$1,350.00	1.00	\$1,350.00
96	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-2024	EACH	\$1,700.00	1.00	\$1,700.00		\$0.00	1.00	\$1,700.00
97	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	\$3,500.00	2.00	\$7,000.00	1.00	\$3,500.00	2.00	\$7,000.00
98	12" CM PIPE CULVERT	LIN FT	\$27.00	96.00	\$2,592.00	96.00	\$2,592.00	96.00	\$2,592.00
99	15" RCP PIPE SEWER DESIGN 3006, CL V	LIN FT	\$53.00	60.00	\$2,660.00	48.00	\$2,544.00	48.00	\$2,544.00
100	18" RC PIPE SEWER DES 3006, CL V	LIN FT	\$51.00	443.00	\$22,593.00	16.00	\$816.00	450.00	\$22,950.00
101	12" CS PIPE APRON	EACH	\$145.00	4.00	\$580.00	4.00	\$580.00	4.00	\$580.00
102	15" RCP APRON W/TRASH GUARD	EACH	\$1,100.00	1.00	\$1,100.00	1.00	\$1,100.00	1.00	\$1,100.00
103	18" RCP APRON W/TRASH GUARD	EACH	\$1,450.00	1.00	\$1,450.00		\$0.00	1.00	\$1,450.00
TOTAL ITEMS BID					\$945,625.00		\$231,452.40		\$343,220.45
TOTAL ITEMS BID					\$945,625.00		\$231,452.40		\$343,220.45
CHANGE ORDER TOTAL					\$945,625.00		\$231,452.40		\$343,220.45

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

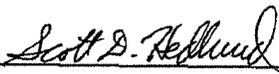
Gross Amount Due \$343,220.45
Less Retainage (5%) \$17,161.02
Amount Eligible to Date \$326,059.43
Less Previous Payments \$108,179.65
Amount Due This Application \$219,879.78

SUBMITTED ANDERSON BROTHERS CONSTRUCTION CO. O
PO BOX 668
BRAINERD, MN 56401-0668

BY: 

DATE: 7/20/16

RECOMMENDED SEH
416 S 6TH ST STE 200
BRAINERD, MN 56401

BY: 

DATE: 07/20/16

APPROVED CITY OF BAXTER
PO BOX 2626
BAXTER, MN 56425-2626

BY: Kelly Steele, Asst. City Administrator/Clerk

DATE:

APPROVED CITY OF BAXTER
PO BOX 2626
BAXTER, MN 56425-2626

BY: Darrel Olson, Mayor

DATE:

APPROVED CITY OF BAXTER - UTILITIES COMMISSION
PO BOX 2626
BAXTER, MN 56425-2626

BY:

DATE:



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7656 Design Road, Suite 200 • Baxter, MN 56425-8676

Phone (218) 825-0684 • Fax (218) 825-0685

www.bolton-menk.com

2016 Chip Seal Project

Date: July 27, 2016
To: Baxter Utilities Commission
From: Mike Rardin, PE *MR*
Cc: Trevor Walter, PE – City Engineer/Public Works Director
Subject: Project Update
 2016 Chip Seal Project

Work Completed - Fourth Update

Street and trail sealcoat aggregates have been approved for use. Final test documents and design mixes are pending and should be received shortly.

The Contractor notified us on Monday, July 25th, they intend to begin construction on Monday, August 8th.

Resident notices and a Public Service Announcement were sent out on July 26th.

Project Schedule and Completion

The following schedule and completion requirements were incorporated into this project:

1. All seal coat, fog, and interim pavement marking work required under this Contract is to be completed no later than August 15, 2016 and within ten (10) working days from project initiation.
2. All construction operations are to be completed no later than August 26, 2016.

Engineering Costs

The City contracted with BMI for design services for this project in early March. Because the City was uncertain over Franchise Fee creation and street maintenance funding during late February and early March, construction services were not contracted for by the City. Design services were completed by BMI with the submittal of project plans and specifications to the County on March 7, 2016.

On April 12, 2016, a proposal for construction Observation Services was submitted to the City in the amount of \$11,000. The cost proposed is higher than what would normally be expected on this type of project. This is based on past experience associated with this Contractor.



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Golf Course Drive Improvement Project

Date: July 27, 2016
To: Baxter Utilities Commission
From: Mike Rardin, PE *MR*
Cc: Trevor Walter, PE – City Engineer/Public Works Director
Subject: Project Update
Golf Course Drive Improvement Project
Municipal Project Number 4110

Work Progress - Fourth Update

A bid tabulation, assessment review, and contract award recommendation were presented to the Utility Commission at the July 6th meeting. The Commission recommended Award of Contract to Anderson Brothers Const. Co. of Brainerd, LLC in the amount of \$1,090,108.01.

On July 7, 2016, the project Assessment Hearing was conducted where about 10 persons were in attendance. Property owners expressed concern over increased traffic volumes, noise, and speeds along with the need for future maintenance of streets. Sprinkler system relocations were also discussed. Information on the City's pavement management program and long term maintenance plans were provided at the hearing. Several objections to the assessments were received and those same filed appeals with the City.

On July 19, 2016, the City Council adopted the special assessments as proposed and awarded the contract for the project to Anderson Brothers of Brainerd. A Notice of Award of Contract was presented to Anderson Brothers on July 20th and a preconstruction conference was conducted on July 22nd. Work started on the project on Monday, July 25th.

Neighborhood Meeting notices were mailed to property owners on July 20th and a Neighborhood Meeting was conducted Tuesday evening, July 26th. A Public Service Announcement notifying various agencies and parties of the construction was sent out on July 20th. Construction start notices were hand delivered to potentially affected property owners on Thursday, July 21st. An email list of property owners impacted by this project has been created so progress updates and / or alerts can be provide to them as appropriate.

Construction work done the week of July 25th consisted of:

1. installation of traffic controls
2. assessment of City utilities (gate valves, curb stops, etc.)
3. installation and operation of a dewatering system
4. removal of pavement in the reconstruction area
5. topsoil stripping in the reconstruction area
6. implementation of erosion control activities (SWPPP)
7. location of various underground utilities with relocation planning



Project Schedule

Based on the contractor's proposed schedule (attached), construction is estimated to take just over ten weeks - with a projected completion date of October 5th. Based on the contractor's proposed schedule, the following is a brief summary of future construction activities:

July - traffic controls, removals, and dewatering in the reconstruction area

August - street (grading) and storm sewer construction in the reconstruction area

September - reclamation, curb and gutter replacement / construction, aggregate and bituminous base construction, and turf establishment in both the reconstruction and reclamation areas

October - bituminous wear course construction in both the reconstruction and reclamation areas

Completion Dates

The contract calls for substantial completion by September 30th with final completion by October 14th. The contractor has indicated, based on their proposed schedule, they may request an extension of the substantial completion date to October 5th.

Costs

Due to erosion potential at the Johnson Center, biorolls were added to the erosion control plan (SWPPP) and have been installed. A change order will be necessary for this. The additional cost to do this is currently estimated at about \$4,000. A 5% contingency in the amount of \$54,505 has been allowed for in this project.

The City should be aware that the work associated with the possible sewer relocations has resulted in extra work and costs. The City Council was appraised of the estimated costs for this extra work, the sewer inspection costs, and the sewer capacity analysis costs at their meeting on March 3rd. An amendment to the agreement based on those discussions will be provided for approval in the future.

Other work on the project has been continuing as agreed to according to the existing "Not to Exceed" contract.



MEMO

Date: July 27, 2016
To: **Baxter Utilities Commission**
From: Aric Welch
Cc: Trevor Walter
Project Name: 2016 Mill and Overlay, FDR and Turn Lane Improvements
Project No.: 0102B0379.000
Subject: **Project Update**

Brainerd/Baxter
 7804 Industrial Park Road
 PO Box 2720
 Baxter, MN 56425-2720
 218.829.5117
 218.829.2517
 Brainerd@wsn.us.com
 WidethSmithNotting.com

Summary of Work Completed Since Last Update

- Week of June 27th: Contractor completed sanitary sewer and water service work on College Road.
- Week of July 4th: Completed curb & gutter at Baxter Elementary School.
- Week of July 11th: Removals completed on College Road turn lane project. Utility companies completed utility relocates on College Road. Completed storm sewer installation on College Road. Completed turn lane and trail subgrade work.
- Week of July 18th: Completed work on Woida road through bituminous base course (bituminous wear course complete from TH 371 through Dellwood Drive. Completed Clearwater Road through bituminous base course.
- Week of July 25th: Began concrete work on College Road. Completed raising sanitary sewer castings, raising water valves and topsoil/turf establishment on Clearwater Road and Woida Road. Completed final lift of bituminous on Clearwater Road. Completed final lift of bituminous on Woida Road from Dellwood Drive to Golf Course drive.

Project Schedule

- Week of July 25th: Complete all bituminous work on Clearwater Road and Woida Road. Pavement markings on Clearwater Road and Woida Road. Complete concrete work on College Road. Complete final grading work on College Road.
- Week of Aug. 1st: Complete work on College Road. Begin mill and overlay in Maplewood, Kenwood, Madeline and Glenwood project areas.
- Week of Aug. 8th: Begin mill and overlay in Southdale project area.
- Week of Aug. 15th: Shouldering and final project cleanup.

Changes

John Street

- A culvert will be added to the project under the driveway along the south side of John Street.

Maplewood Drive

- The Council reviewed our memo regarding possible solutions to the drainage problem at the corner on Maplewood Drive. The Council selected the curb & gutter with a spillway and swale behind the curb. Since the last Council meeting, we have discovered a catch basin and pipe located on the west side of Maplewood Drive. A revised plan was created showing the selected option with a storm sewer catch basin in the ditch to direct storm water overflows into the pipe located on the west side of the roadway (see attached drawing). After reviewing the revised plan with City staff, we believe this is the best option to protect area properties from flooding and have directed the Contractor to proceed with the improvement.

College Road

- City staff have requested new signage for the trail crossing at Cypress Drive. The existing signage will be moved to the private roadway entrance at the west end of the project. Additional bituminous pavement and curb & gutter was removed to allow room for the utility locates. A ped ramp will be added on the west side of the private roadway entrance at the west end of the project to comply with current ADA standards.

AGREEMENT

This Agreement, made and entered into this 27 day of July, 2016, by and between the City of Baxter, party of the first part, hereinafter referred to as the "City", and Joanne C. Wotczak, party of the second part, hereinafter referred to as "Wotczak".

WITNESSETH,

WHEREAS, Wotczak owns Lot 2 of Sear's White Sand Shores addition to Baxter; and

WHEREAS, the City would like to acquire a temporary easement as set forth in the Easement Deed attached hereto as Exhibit A; and

WHEREAS, the City would like to obtain an easement across the Wotczak parcel and terminate those easement rights.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Wotczak shall execute and deliver the Easement Deed attached hereto to the City.
2. The City will remove the existing bituminous driveway entrance located along the north property line and the landscape rock located along the south side of the driveway to the garage.
3. The City will construct a swale and berm north of the existing driveway to hold stormwater runoff and snow melt from the Maplewood Drive. The swale and berm will be constructed to direct overflows over the driveway to the low area located south east of the garage.
4. The existing swale and overflow located in the right-of-way south of the driveway entrance will remain as is and will not be improved.
5. The City will construct a swale along the south side of the garage to convey stormwater and snow melt overflows from the low area located south east of the garage towards the west end of the lot where it will flow over the existing ground towards White Sand Lake.
6. The City will restore all disturbed areas with 4" of topsoil and seed. Maintenance of the turf will become the responsibility of Wotczak after the work is complete.
7. The work on private property is directly related to the City street project and is necessary for storage, treatment and overflow conveyance of the stormwater and snow melt runoff from Maplewood Drive.

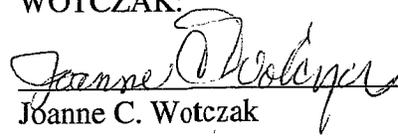
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written.

CITY OF BAXTER:

By _____
Its Mayor

By _____
Its City Clerk /
Assistant City Administrator

WOTCZAK:



Joanne C. Wotczak

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Individual(s) to Business Entity

eCRV number: **Exempt**

DEED TAX DUE: **\$Exempt**

DATE: July 27, 2016

FOR VALUABLE CONSIDERATION, **Joanne C. Wotczak**, ("Grantor"), hereby conveys and quitclaims to **City of Baxter**, a municipal corporation under the laws of **Minnesota** ("Grantee"), real property in **Crow Wing** County, Minnesota, legally described as follows:

A temporary easement for construction purposes lying over, under and across Lot 2 of SEAR'S WHITE SAND SHORES, according to the recorded plat on file in the Crow Wing County, Minnesota, Recorder's Office. Said temporary easement shall terminate upon completion of the Municipal Improvement 4416 project or June 1, 2017, whichever is sooner.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

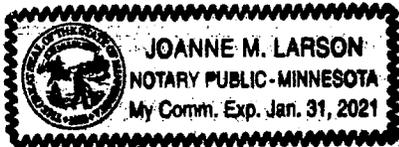
Grantor



Joanne C. Wotczak

State of Minnesota, County of Crow Wing

This instrument was acknowledged before me on July 27, 2016 by Joanne C. Wotczak, Grantor.
(Stamp)



Joanne M Larson
(signature of notarial officer)

Title (and Rank): administrative assistant

My commission expires: January 31, 2021
(month/day/year)

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
No change

**PARTIAL PAYMENT ESTIMATE
NUMBER 1**

Name of Contractor:		Tri-City Paving, Inc. 13504 Hven Road, PO Box 326 Little Falls, MN 56345			
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:	\$806,167.45	From:	Start
Revised:		Revised:		To:	7/22/16

Description of Project:
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS
MUNICIPAL PROJECT NUMBER 4416
BAXTER, MN

ITEM 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	\$35,000.00	\$35,000.00	0.4	\$14,000.00	0.4	\$14,000.00
2101.502	CLEARING	5	TREE	\$100.00	\$500.00	2	\$200.00	2	\$200.00
2101.507	GRUBBING	5	TREE	\$100.00	\$500.00	2	\$200.00	2	\$200.00
2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	480	LIN FT	\$3.00	\$1,440.00				
2104.501	REMOVE SEWER PIPE (STORM)	51	LIN FT	\$25.00	\$1,275.00	51	\$1,275.00	51	\$1,275.00
2104.501	REMOVE CURB AND GUTTER	1297	LIN FT	\$4.00	\$5,188.00	1318	\$5,272.00	1318	\$5,272.00
2104.501	REMOVE SANITARY SERVICE PIPE	46	LIN FT	\$25.00	\$1,150.00	20	\$500.00	20	\$500.00
2104.501	REMOVE WATER SERVICE PIPE	46	LIN FT	\$25.00	\$1,150.00	20	\$500.00	20	\$500.00
2104.505	REMOVE CONCRETE PAVEMENT	130	SQ YD	\$10.00	\$1,300.00	151	\$1,510.00	151	\$1,510.00
2104.505	REMOVE BITUMINOUS PAVEMENT	1850	SQ YD	\$1.00	\$1,850.00	1633	\$1,633.00	1633	\$1,633.00
2104.509	REMOVE CASTING	13	EACH	\$200.00	\$2,600.00	14	\$2,800.00	14	\$2,800.00
2104.509	REMOVE CURB STOP AND BOX	2	EACH	\$500.00	\$1,000.00	2	\$1,000.00	2	\$1,000.00
2104.509	REMOVE SANITARY CLEANOUT	2	EACH	\$500.00	\$1,000.00	2	\$1,000.00	2	\$1,000.00
2104.509	REMOVE DRAINAGE STRUCTURE	1	EACH	\$1,000.00	\$1,000.00	1	\$1,000.00	1	\$1,000.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	283	LIN FT	\$3.00	\$789.00	169	\$507.00	169	\$507.00
2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2216	LIN FT	\$1.00	\$2,216.00	1858	\$1,858.00	1858	\$1,858.00
2104.523	SALVAGE SIGN TYPE C	4	EACH	\$30.00	\$120.00	4	\$120.00	4	\$120.00
2104.601	RELOCATE MAILBOXES AND SUPPORT	1	LUMP SUM	\$100.00	\$100.00	1	\$100.00	1	\$100.00
2104.601	RELOCATE BUILDING SIGN	1	LUMP SUM	\$2,000.00	\$2,000.00	0.25	\$500.00	0.25	\$500.00
2104.601	SALVAGE IRRIGATION EQUIPMENT	1	LUMP SUM	\$2,000.00	\$2,000.00				
2105.501	COMMON EXCAVATION	1440	CU YD	\$10.00	\$14,400.00	1180	\$11,800.00	1180	\$11,800.00
2105.604	DITCH EXCAVATION	835	SQ YD	\$3.00	\$2,505.00				
2211.503	AGGREGATE BASE (CV) CLASS 5	280	CU YD	\$20.00	\$5,600.00	229	\$4,580.00	229	\$4,580.00
2112.603	RECLAIMED AGGREGATE BASE PREPARATION	20	ROAD STA	\$100.00	\$2,000.00	20	\$2,000.00	20	\$2,000.00
2123.610	STREET SWEEPER (TYPE WET PICKUP)	23	HOURL	\$50.00	\$1,150.00				
2130.501	WATER	100	MGAL	\$10.00	\$1,000.00	110	\$1,100.00	110	\$1,100.00
2215.501	FULL DEPTH RECLAMATION	9460	SQ YD	\$1.00	\$9,460.00	9460	\$9,460.00	9460	\$9,460.00
2232.501	MILL BITUMINOUS SURFACE (1.5")	62338	SQ YD	\$1.00	\$62,338.00				
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	68	SQ YD	\$10.00	\$680.00				
2302.618	SPOT FULL DEPTH REPAIR	1010	SQ YD	\$10.00	\$10,100.00				
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	7170	TON	\$40.00	\$286,800.00				
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	2615	TON	\$47.00	\$122,905.00	1300	\$61,100.00	1300	\$61,100.00
2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	47	LIN FT	\$50.00	\$2,350.00	47	\$2,350.00	47	\$2,350.00
2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	51	LIN FT	\$50.00	\$2,550.00	51	\$2,550.00	51	\$2,550.00
2503.602	MANHOLE ADJUSTING RINGS	20	EACH	\$50.00	\$1,000.00				
2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	1	EACH	\$1,000.00	\$1,000.00	2	\$2,000.00	2	\$2,000.00
2503.602	CONNECT TO EXISTING WATER SERVICE	2	EACH	\$1,000.00	\$2,000.00	2	\$2,000.00	2	\$2,000.00
2504.601	INSTALL IRRIGATION EQUIPMENT	1	LUMP SUM	\$5,000.00	\$5,000.00				
2504.602	ADJUST VALVE BOX	16	EACH	\$200.00	\$3,200.00	13	\$2,600.00	13	\$2,600.00
2508.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	7.82	LIN FT	\$300.00	\$2,346.00	5.82	\$1,746.00	5.82	\$1,746.00
2508.516	CASTING ASSEMBLY (700-7)	6	EACH	\$750.00	\$4,500.00				
2508.602	RECONSTRUCT DRAINAGE STRUCTURE	12	EACH	\$500.00	\$6,000.00	12	\$6,000.00	12	\$6,000.00
2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	23	EACH	\$500.00	\$11,500.00	4	\$2,000.00	4	\$2,000.00
2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EACH	\$2,500.00	\$2,500.00	1	\$2,500.00	1	\$2,500.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B612	262	LIN FT	\$20.00	\$5,240.00	266	\$5,320.00	266	\$5,320.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	673	LIN FT	\$25.00	\$16,825.00	575	\$14,375.00	575	\$14,375.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	613	LIN FT	\$25.00	\$15,325.00	199	\$4,975.00	199	\$4,975.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	81	SQ YD	\$80.00	\$6,480.00				
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	32	SQ YD	\$100.00	\$3,200.00	53.2	\$5,320.00	53.2	\$5,320.00
2531.603	CONCRETE GUTTER DESIGN SPECIAL	42	LIN FT	\$100.00	\$4,200.00				
2531.604	8" CONCRETE VALLEY GUTTER	53	SQ YD	\$100.00	\$5,300.00				
2531.618	TRUNCATED DOMES	108	SQ FT	\$50.00	\$5,400.00				
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$12,000.00	\$12,000.00	0.25	\$3,000.00	0.25	\$3,000.00
2564.550	DELINEATOR TYPE X4-13	16	EACH	\$85.00	\$1,360.00				
2564.602	INSTALL SIGN	4	EACH	\$100.00	\$400.00				
2565.602	RIGID PVC LOOP DETECTOR 6'X6'	6	EACH	\$1,000.00	\$6,000.00	2	\$2,000.00	2	\$2,000.00
2571.502	DECIDUOUS TREE 10' HT B&B	5	TREE	\$700.00	\$3,500.00				
2573.530	STORM DRAIN INLET PROTECTION	26	EACH	\$120.00	\$3,120.00	24	\$2,880.00	24	\$2,880.00
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	400	LIN FT	\$5.00	\$2,000.00	410	\$2,050.00	410	\$2,050.00
2573.535	STABILIZED CONSTRUCTION EXIT	2	LUMP SUM	\$1,000.00	\$2,000.00				
2574.525	SCREENED TOPSOIL BORROW (LV)	655	CU YD	\$30.00	\$19,650.00				
2575.505	SODDING TYPE LAWN	937	SQ YD	\$6.00	\$5,622.00				
2575.604	SITE RESTORATION	9414	SQ YD	\$4.50	\$42,363.00				
2582.501	PAVEMENT MESSAGE PAINT	190	SQ FT	\$5.25	\$997.50				
2582.502	4" SOLID LINE PAINT	2495	LIN FT	\$0.45	\$1,122.75				
2582.502	8" SOLID LINE PAINT	204	LIN FT	\$1.50	\$306.00				
2582.502	12" SOLID LINE PAINT	125	LIN FT	\$4.00	\$500.00				
2582.502	4" BROKEN LINE PAINT	3274	LIN FT	\$0.30	\$982.20				
2582.502	4" DOUBLE SOLID LINE PAINT	8270	LIN FT	\$0.60	\$4,962.00				
2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	46	LIN FT	\$50.00	\$2,300.00	20	\$1,000.00	20	\$1,000.00
2611.4D	1-1/2" CURB STOP & BOX	2	EACH	\$1,500.00	\$3,000.00	2	\$3,000.00	2	\$3,000.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	46	LIN FT	\$50.00	\$2,300.00	20	\$1,000.00	20	\$1,000.00
2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	2	EACH	\$500.00	\$1,000.00	2	\$1,000.00	2	\$1,000.00
2621.4H	1' MANHOLE CONCRETE SECTION	1	EACH	\$2,000.00	\$2,000.00	1	\$2,000.00	1	\$2,000.00
-	SCOURSTOP TRANSITION MAT	11	SQ YD	\$150.00	\$1,650.00	4	\$600.00	4	\$600.00
TOTAL:					\$806,167.45		\$196,281.00		\$196,281.00

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$196,281.00	\$196,281.00
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE)	\$19,628.10	\$19,628.10
PREVIOUS PAYMENTS		\$0.00
AMOUNT DUE	\$176,652.90	\$176,652.90

Estimated Percentage Completed: 24.3%

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 : TRI-CITY PAVING, INC.

BY: _____

Date: _____

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: _____
Eric Welch, P.E.

Date: _____

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY: _____

Date: _____

PARTIAL PAY ESTIMATE 1 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
 Monday, July 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	FULL DEPTH RECLAMATION										
					CONTRACT		THIS PERIOD		TOTAL TO DATE						
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT					
	2021.501	MOBILIZATION	LUMP SUM	\$35,000.00											
	2101.502	CLEARING	TREE	\$100.00	0.25	\$8,750.00	0.25	\$8,750.00	0.25	\$8,750.00					
	2101.507	GRUBBING	TREE	\$100.00											
	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00											
	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00											
	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00											
	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00	810	\$3,240.00	774	\$3,096.00	774	\$3,096.00					
	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$25.00											
	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	32	\$320.00	53	\$530.00	53	\$530.00					
	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	73	\$73.00	113	\$113.00	113	\$113.00					
	2104.509	REMOVE CASTING	EACH	\$200.00	12	\$2,400.00	12	\$2,400.00	12	\$2,400.00					
	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00											
	2104.509	REMOVE SANITARY CLEANOUT	EACH	\$500.00											
	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00											
	2104.511	SAWMING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00											
	2104.511	SAWMING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	250	\$750.00	158	\$474.00	158	\$474.00					
	2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00	685	\$685.00	639	\$859.00	639	\$859.00					
	2104.601	RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00											
	2104.601	RELOCATE BILLING SIGN	LUMP SUM	\$2,000.00											
	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00											
	2105.501	COMMON EXCAVATION	CU YD	\$10.00											
	2106.604	DITCH EXCAVATION	SQ YD	\$3.00	920	\$9,200.00	920	\$9,200.00	920	\$9,200.00					
	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00											
	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	20	\$2,000.00	20	\$2,000.00	20	\$2,000.00					
	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00	13	\$650.00									
	2130.901	WATER	MGAL	\$10.00	100	\$1,000.00	110	\$1,100.00	110	\$1,100.00					
	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$1.00	9460	\$9,460.00	9460	\$9,460.00	9460	\$9,460.00					
	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00											
	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00	18	\$180.00									
	2302.618	SPOT FULL DEPTH REPAIR	TON	\$40.00											
	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	\$40.00											
	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$47.00	2300	\$108,100.00	1300	\$61,100.00	1300	\$61,100.00					
	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00											
	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00											
	2503.602	MANHOLE ADJUSTING RINGS	EACH	\$50.00											
	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00											
	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00											
	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00											
	2504.602	ADJUST VALVE BOX	EACH	\$200.00											
	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	13	\$2,600.00	13	\$2,600.00	13	\$2,600.00					
	2506.516	CASTING ASSEMBLY (700-7)	EACH	\$750.00											
	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00	12	\$6,000.00	12	\$6,000.00	12	\$6,000.00					
	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00	7	\$3,500.00	4	\$2,000.00	4	\$2,000.00					
	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00											
	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00											
	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00	673	\$16,825.00	575	\$14,375.00	575	\$14,375.00					
	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	137	\$3,425.00	199	\$4,975.00	199	\$4,975.00					
	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$90.00											
	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00	32	\$3,200.00	53.2	\$5,320.00	53.2	\$5,320.00					
	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00											
	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00											
	2531.618	TRUNCATED DOMES	SQ FT	\$50.00											
	2563.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.25	\$3,000.00	0.25	\$3,000.00	0.25	\$3,000.00					
	2564.550	DELINATOR TYPE X4-13	EACH	\$85.00											
	2564.602	DELINATOR TYPE X4-13	EACH	\$100.00											
	2565.602	RIGID PVC LOOP DETECTOR 6X8	EACH	\$1,000.00	6	\$6,000.00	2	\$2,000.00	2	\$2,000.00					
	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	\$700.00											
	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$120.00	23	\$2,760.00	20	\$2,400.00	20	\$2,400.00					
	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00	400	\$2,000.00	410	\$2,050.00	410	\$2,050.00					
	2573.536	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00	2	\$2,000.00									
	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	53	\$1,590.00									
	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50											
	2575.604	SITE RESTORATION	SQ YD	\$6.00	480	\$2,880.00									
	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	144	\$756.00									
	2582.502	4" SOLID LINE PAINT	LIN FT	\$0.45	920	\$414.00									
	2582.502	8" SOLID LINE PAINT	LIN FT	\$1.50											
	2582.502	12" SOLID LINE PAINT	LIN FT	\$4.00	125	\$500.00									
	2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.30	120	\$36.00									
	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.80	1280	\$768.00									
	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00											
	2611.4D	1-1/2" CURB STOP & BOX	EACH	\$1,500.00											
	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00											
	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00											
	2621.4H	1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00											
	-	SCOURSTOP TRANSITION MAT	SQ YD	\$150.00											
TOTALS:															
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE):						\$206,342.00		\$145,782.00		\$145,782.00					
PREVIOUS PAYMENTS								\$14,578.20		\$14,578.20					
AMOUNT DUE:								\$0.00		\$0.00					
								\$131,203.80		\$131,203.80					

PARTIAL PAY ESTIMATE 1 - ATTACHMENT /
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
 Monday, July 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TURN LANE IMPROVEMENTS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	2021.501	MOBILIZATION	LUMP SUM	\$35,000.00	0.15	\$5,250.00	0.15	\$5,250.00	0.15	\$5,250.00
	2101.502	CLEARING	TREE	\$100.00	5	\$500.00	2	\$200.00	2	\$200.00
	2101.507	GRUBBING	TREE	\$100.00	5	\$500.00	2	\$200.00	2	\$200.00
	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00	480	\$1,440.00				
	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00	51	\$1,275.00	51	\$1,275.00	51	\$1,275.00
	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00	487	\$1,948.00	544	\$2,176.00	544	\$2,176.00
	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00	48	\$1,150.00	20	\$500.00	20	\$500.00
	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$25.00	46	\$1,150.00	20	\$500.00	20	\$500.00
	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	98	\$980.00	98	\$980.00	98	\$980.00
	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	1474	\$1,474.00	1520	\$1,520.00	1520	\$1,520.00
	2104.509	REMOVE CASTING	EACH	\$200.00	1	\$200.00	2	\$400.00	2	\$400.00
	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00
	2104.509	REMOVE SANITARY CLEANOUT	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00
	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00	1	\$1,000.00	1	\$1,000.00	1	\$1,000.00
	2104.511	SAWMING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	13	\$39.00	11	\$33.00	11	\$33.00
	2104.511	SAWMING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	1111	\$1,111.00	1019	\$1,019.00	1019	\$1,019.00
	2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00	4	\$120.00	4	\$120.00	4	\$120.00
	2104.601	RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00
	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00	1	\$2,000.00	0.25	\$500.00	0.25	\$500.00
	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00	1	\$2,000.00				
	2105.501	COMMON EXCAVATION	CU YD	\$10.00	520	\$5,200.00	260	\$2,600.00	260	\$2,600.00
	2105.804	DITCH EXCAVATION	SQ YD	\$3.00	4	\$12.00				
	2111.503	AGGREGATE BASE (C) CLASS 5	CU YD	\$20.00	280	\$5,600.00	228	\$4,588.00	228	\$4,588.00
	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00						
	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOURL	\$50.00						
	2130.501	WATER	MGAL	\$10.00						
	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$1.00						
	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00						
	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00						
	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	\$10.00						
	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.5)	TON	\$47.00	315	\$14,805.00				
	2380.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.0)	TON	\$47.00	47	\$2,350.00	47	\$2,350.00	47	\$2,350.00
	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	47	\$2,350.00	51	\$2,550.00	51	\$2,550.00
	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	41	\$2,050.00				
	2503.602	MANHOLE ADJUSTING RINGS	EACH	\$50.00						
	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00	1	\$1,000.00	2	\$2,000.00	2	\$2,000.00
	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00	2	\$2,000.00	2	\$2,000.00	2	\$2,000.00
	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00	1	\$5,000.00				
	2504.602	ADJUST VALVE BOX	EACH	\$300.00						
	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	7.82	\$2,346.00	5.82	\$1,746.00	5.82	\$1,746.00
	2506.516	CASTING ASSEMBLY (700-7)	EACH	\$750.00	2	\$1,500.00				
	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00						
	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00						
	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1	\$2,500.00
	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00						
	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00						
	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	478	\$11,900.00				
	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$90.00	44	\$3,920.00				
	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00						
	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00	42	\$4,200.00				
	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00	53	\$5,300.00				
	2531.618	TRUNCATED DOMES	SQ FT	\$50.00	48	\$2,400.00				
	2563.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.15	\$1,800.00				
	2564.530	DELINATOR TYPE X4-13	EACH	\$80.00						
	2564.602	INSTALL SIGN	EACH	\$100.00	4	\$400.00				
	2565.602	RIGID PVC LOOP DETECTOR 6X6	EACH	\$1,000.00						
	2571.502	DECIDUOUS TREE 10' HT 8" DB	TREE	\$700.00	5	\$3,500.00				
	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$120.00	3	\$360.00	4	\$480.00	4	\$480.00
	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00						
	2573.533	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00						
	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	106	\$3,180.00				
	2575.505	SOODING TYPE LAWN	SQ YD	\$6.00	937	\$5,622.00				
	2575.604	SITE RESTORATION	SQ YD	\$4.50						
	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	46	\$241.50				
	2582.502	4" SOLID LINE PAINT	LIN FT	\$0.45	1575	\$708.75				
	2582.502	8" SOLID LINE PAINT	LIN FT	\$1.50	114	\$171.00				
	2582.502	12" SOLID LINE PAINT	LIN FT	\$4.00						
	2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.30						
	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	50	\$30.00				
	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00	48	\$2,300.00	20	\$1,000.00	20	\$1,000.00
	2611.4D	1-1/2" CURB STOP & BOX	EACH	\$1,500.00	2	\$3,000.00	2	\$3,000.00	2	\$3,000.00
	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00	48	\$2,300.00	20	\$1,000.00	20	\$1,000.00
	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00
	2621.4H	1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00						
	-	SCOURSTOP TRANSITION MAT	SQ YD	\$150.00						
TOTALS:										
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE):						\$121,021.25		\$44,579.00		\$44,579.00
PREVIOUS PAYMENTS								\$4,457.90		\$4,457.90
AMOUNT DUE:								\$40,121.10		\$40,121.10

PARTIAL PAY ESTIMATE 1 - ATTACHMENT /
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
 Monday, July 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	2021.501	MOBILIZATION	LUMP SUM	\$35,000.00	1	\$35,000.00	0.4	\$14,000.00	0.4	\$14,000.00
	2101.502	CLEARING	TREE	\$100.00	5	\$500.00	2	\$200.00	2	\$200.00
	2101.507	GRUBBING	TREE	\$100.00	5	\$500.00	2	\$200.00	2	\$200.00
	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00	480	\$1,440.00				
	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00	51	\$1,275.00	51	\$1,275.00	51	\$1,275.00
	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00	1287	\$5,148.00	1318	\$5,272.00	1318	\$5,272.00
	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00	48	\$1,150.00	20	\$500.00	20	\$500.00
	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$25.00	48	\$1,150.00	20	\$500.00	20	\$500.00
	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	130	\$1,300.00	151	\$1,510.00	151	\$1,510.00
	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	1850	\$1,850.00	1833	\$1,833.00	1833	\$1,833.00
	2104.509	REMOVE CASTING	EACH	\$200.00	13	\$2,600.00	14	\$2,800.00	14	\$2,800.00
	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00
	2104.509	REMOVE SANITARY CLEANOUT	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00
	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00	1	\$1,000.00	1	\$1,000.00	1	\$1,000.00
	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	263	\$789.00	169	\$507.00	169	\$507.00
	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	2218	\$2,218.00	1858	\$1,858.00	1858	\$1,858.00
	2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00	4	\$120.00	4	\$120.00	4	\$120.00
	2104.601	RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00
	2104.601	RELOCATE BILLING SIGN	LUMP SUM	\$2,000.00	1	\$2,000.00	0.25	\$500.00	0.25	\$500.00
	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00	1	\$2,000.00				
	2105.501	COMMON EXCAVATION	CU YD	\$10.00	1440	\$14,400.00	1180	\$11,800.00	1180	\$11,800.00
	2105.604	DITCH EXCAVATION	SQ YD	\$3.00	835	\$2,505.00				
	2211.503	AGGREGATE BASE (CVI CLASS 5)	CU YD	\$20.00	280	\$5,600.00	229	\$4,580.00	229	\$4,580.00
	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	20	\$2,000.00	20	\$2,000.00	20	\$2,000.00
	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00	23	\$1,150.00				
	2130.501	WATER	MGAL	\$10.00	100	\$1,000.00	110	\$1,100.00	110	\$1,100.00
	2215.601	FULL DEPTH RECLAMATION	SQ YD	\$1.00	9460	\$9,460.00	9460	\$9,460.00	9460	\$9,460.00
	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00	62338	\$62,338.00				
	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00	68	\$680.00				
	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	\$10.00	1010	\$10,100.00				
	2380.501	TYPE SP 8.5 WEARING COURSE MIXTURE (2.B)	TON	\$40.00	7170	\$286,800.00				
	2380.501	TYPE SP 8.5 WEARING COURSE MIXTURE (2.C)	TON	\$47.00	2615	\$122,925.00	1300	\$61,100.00	1300	\$61,100.00
	2503.541	12" RC PIPE SEWER DESIGN 3008 CLASS V	LIN FT	\$50.00	47	\$2,350.00	47	\$2,350.00	47	\$2,350.00
	2503.541	15" RC PIPE SEWER DESIGN 3008 CLASS V	LIN FT	\$50.00	51	\$2,550.00	51	\$2,550.00	51	\$2,550.00
	2503.602	MANHOLE ADJUSTING RINGS	EACH	\$50.00	20	\$1,000.00				
	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00	2	\$2,000.00	2	\$2,000.00	2	\$2,000.00
	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00	2	\$2,000.00	2	\$2,000.00	2	\$2,000.00
	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00	1	\$5,000.00				
	2504.602	ADJUST VALVE BOX	EACH	\$200.00	16	\$3,200.00	13	\$2,600.00	13	\$2,600.00
	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	782	\$234,600.00	582	\$174,600.00	582	\$174,600.00
	2506.516	CASTING ASSEMBLY (700-2)	EACH	\$750.00	6	\$4,500.00				
	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00	12	\$6,000.00	12	\$6,000.00	12	\$6,000.00
	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00	23	\$11,500.00	4	\$2,000.00	4	\$2,000.00
	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1	\$2,500.00
	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00	262	\$5,240.00	266	\$5,320.00	266	\$5,320.00
	2531.501	CONCRETE CURB AND GUTTER DESIGN B616	LIN FT	\$25.00	673	\$16,825.00	575	\$14,375.00	575	\$14,375.00
	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	613	\$15,325.00	199	\$4,975.00	199	\$4,975.00
	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$90.00	91	\$8,190.00				
	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00	32	\$3,200.00	53.2	\$5,320.00	53.2	\$5,320.00
	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00	42	\$4,200.00				
	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00	53	\$5,300.00				
	2531.618	TRUNCATED DOMES	SQ FT	\$50.00	108	\$5,400.00				
	2563.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	1	\$12,000.00	0.25	\$3,000.00	0.25	\$3,000.00
	2564.550	DELINEATOR TYPE X4-13	EACH	\$85.00	16	\$1,360.00				
	2564.602	INSTALL SIGN	EACH	\$100.00	4	\$400.00				
	2565.602	RIGID PVC LOOP DETECTOR 6X6	EACH	\$1,000.00	6	\$6,000.00	2	\$2,000.00	2	\$2,000.00
	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	\$700.00	5	\$3,500.00				
	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$120.00	26	\$3,120.00	24	\$2,880.00	24	\$2,880.00
	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00	400	\$2,000.00	410	\$2,050.00	410	\$2,050.00
	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00	2	\$2,000.00				
	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	655	\$19,650.00				
	2575.505	SODDING TYPE LAWN	SQ YD	\$6.00	937	\$5,622.00				
	2575.604	SITE RESTORATION	SQ YD	\$4.50	9414	\$42,363.00				
	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	\$3.25	190	\$617.50				
	2582.502	4" SOLID LINE PAINT	LIN FT	\$0.45	2495	\$1,122.75				
	2582.502	6" SOLID LINE PAINT	LIN FT	\$1.50	204	\$306.00				
	2582.502	12" SOLID LINE PAINT	LIN FT	\$4.00	125	\$500.00				
	2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.30	3274	\$982.20				
	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	8270	\$4,962.00				
	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00	46	\$2,300.00	20	\$1,000.00	20	\$1,000.00
	2611.4D	1-1/2" CURB STOP & BOX	EACH	\$1,500.00	2	\$3,000.00	2	\$3,000.00	2	\$3,000.00
	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00	46	\$2,300.00	20	\$1,000.00	20	\$1,000.00
	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00
	2621.4H	1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00
	-	SCOURSTOP TRANSITION MAT	SQ YD	\$150.00	11	\$1,650.00	4	\$600.00	4	\$600.00

TOTALS:						\$806,167.45		\$196,281.00		\$196,281.00
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE):								\$19,628.10		\$19,628.10
PREVIOUS PAYMENTS								\$0.00		\$0.00
AMOUNT DUE:								\$176,652.90		\$176,652.90



MEMO

Date: June 27, 2016
To: **Baxter Utilities Commission**
From: Aric Welch
Cc: Trevor Walter
Project Name: Dellwood, Novotny, Inglewood and Independence Improvements
Project No.: 0102B0274.000
Subject: **Project Update**

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

218.829.5117 ☎
218.829.2517 📠
Brainerd@wsn.us.com 📧

WidsethSmithNolting.com

Work Completed Since Last Update

No work was completed since the last update.

Project Schedule

Address warranty items as needed.

Easements

One roadway easements remain to be signed. John Tanner has submitted the required easement documentation and a vacation hearing will be scheduled to clean up the Tanner, Mau and Positive Realty properties.

Hilltop Trailer Sales easement is still being held up by the bank financing the property.

Changes

We have met with the Contractor to review potential change order items. Additional information is currently being gathered to prepare the Engineer's recommendation. The Engineer's final determination and Change Order will be presented in September.

Potential Law Suit

The potential law suit between the Contractor and sub-contractor regarding the directional drilled pipe between Novotny Road and Audubon Way has not been resolved. As discussed in the previous update, this issue will likely hold up final completion of the project because IC-134's will not be available to release the final payment to the Contractor.



MEMO

Date: July 27, 2016
To: **Baxter Utilities Commission**
From: Aric Welch
Cc: Trevor Walter
Project Name: Lift Station No. 8 Reconstruction
Project No.: 0102B0375.000
Subject: **Project Update**

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

218.829.5117
218.829.2517
Brainerd@wsn.us.com
WidsethSmithNolting.com

Summary of Work Completed Since Last Update

The Contractor began work on Monday, July 18th. During the week they completed removals, set the new valve vault and lift station cover and completed all piping necessary to get the lift station back on line. On Friday, July 22nd, the lift station was started up and put back into operation. The Contractor is currently working on completing miscellaneous items associated with the lift station and site work.

Project Schedule

The contractor will continue site work and final clean up the week of July 25th and paving is scheduled for the week of August 1st. All work should be complete by the Substantial Completion date of August 12th.

Changes

The concrete structures arrived on site with lift holes that penetrated the structure. Lift holes of this type are specifically not allowed because of the potential for ground water infiltration which can led to sink holes. The Contractor was unable to get the structures replaced in a reasonable amount of time to keep the project on schedule and requested a repair vs. a replacement. The repair was reviewed and approved by the Engineer and City staff. In accordance with the Contract documents, the time required by the Engineer to review the repair will be charged back to the Contractor and withheld from the final payment.

City staff has requested a change to the site plan. The bituminous driveway will be extended farther south and additional bituminous will be placed around the concrete pad for the control panel and sanitary sewer manhole. The work will require additional fill, class 5 aggregate base and bituminous.



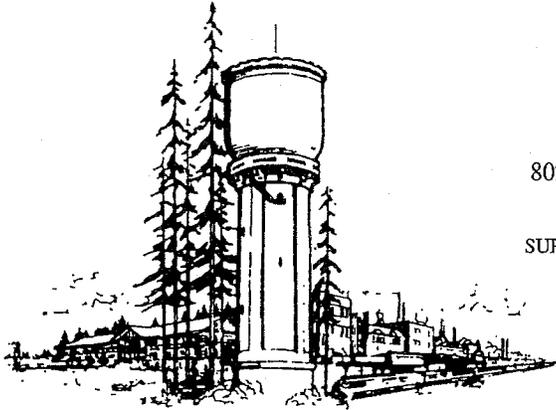
Contractor's Application for Payment No. 1

Application Period: Start to 07/22/16 From (Contractor): DeChannal Excavating, LLC Contract: Lift Station No. 8 Reconstruction Contractor's Project No.:	Application Date: 7/22/2015 Via (Engineer): Aric Welch, Wislath Smith Nolting Engineer's Project No.: 0102B0375.000
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Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions	
				1. ORIGINAL CONTRACT PRICE..... \$ 76,941.00
				2. Net change by Change Orders..... \$
				3. Current Contract Price (Line 1 ± 2)..... \$ 76,941.00
				4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 55,000.00
				5. RETAINAGE:
				a. 10% X \$55,000.00 Work Completed..... \$ 5,500.00
				b. X Stored Material..... \$
				c. Total Retainage (Line 5.a + Line 5.b)..... \$ 5,500.00
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 49,500.00
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
				8. AMOUNT DUE THIS APPLICATION..... \$ 49,500.00
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 27,441.00

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.	Payment of: \$ 49,500.00 (Line 8 or other - attach explanation of the other amount) is recommended by: _____ (Date) (Engineer) Payment of: \$ 49,500.00 (Line 8 or other - attach explanation of the other amount) is recommended by: _____ (Date) (Utilities Commission) Approved by: _____ (Date) (Owner)
Contractor Signature By: _____	Date: _____



BRAINERD PUBLIC UTILITIES

8027 Highland Scenic Road • P.O. Box 373 • Brainerd, Minnesota 56401-0373

COMMISSION SECRETARY – Business Office 218.829.8726 – FAX 218.829.4703

SUPERINTENDENT OF UTILITIES – Repair Service Operations 218.829.2193 – FAX 218.829.2308

INTERNET WEB SITE – www.bpu.org

BRAINERD PUBLIC UTILITIES WASTEWATER TREATMENT CHARGES FOR THE CITY OF BAXTER

for

June 2016

Baxter Monthly Flow and Loading Data

Number of days in billing period	30
Total flow for period (gallons)	17,204,000
Average Daily Flow (MGD)	0.573
CBOD (mg/L)	201.0
TSS (mg/L)	275.9
TP (mg/L)	6.0

I. Base Charges

Base Capital Charge	\$0.00
Base Operating Charge	42,539.13
Subtotal for Period	<u>\$42,539.13</u>

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	<u>\$0.00</u>

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 (Credit) for 2015	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	<u>\$0.00</u>
Total for Period	<u>\$42,539.13</u>

Monthly Input Data

for
June 2016

Current Month	June
Year	2016
Number of days in billing period	30

Flow

	Brainerd	Baxter	Total
Total flow for period (gallons)	42,935,000	17,204,000	60,139,000
Average Daily Flow (MGD)	1.431	0.573	2.005

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	183			0	218			0
2	124				208			
3	73				167			
4	89	328			126	264		
5	69	111			187	212		
6	60	194	3.28		169	247	6.29	
7	79	308			187	258		
8	120	200			227	210		
9	60	172			149	170		
10	109	188			379	372		
11	65	236			244	378		
12	60	167	3.36		151	208	4.95	
13		376				476		
14		326				180		
15		255	4.92			336	6.69	
16								
17								
18								
19								
20								
Average Daily Loadings (conc.)	91	238	3.9	-	201	276	6.0	-
Average Daily Loadings (lbs/d)	1,086	2,848	46	-	962	1,320	29	-
Average Daily Loadings (mg/d)	-	-	-	-	-	-	-	-

Most Recent Twelve Months Input Data

Brainerd Most Recent Twelve Months Data

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Average	mg/L
Flow (MGD)	1.665	1.434	1.330	1.337	1.292	1.423	1.356	1.203	1.305	1.472	1.579	1.431	1.402	
CBOD (lbs/d)	1,391	1,284	1,141	1,464	1,610	1,417	1,187	1,420	1,497	1,146	1,475	1,086	1,343	115
TSS (lbs/d)	4,025	3,218	2,790	5,024	4,403	2,982	2,250	2,900	2,200	2,380	3,854	2,848	3,239	277
TP (lbs/d)	86	57	47	63	52	45	50	52	47	48	51	46		

Baxter Most Recent Twelve Months Data

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Average	mg/L
Flow (MGD)	0.471	0.610	0.586	0.581	0.572	0.544	0.541	0.525	0.555	0.561	0.570	0.573	0.557	
CBOD (lbs/d)	535	776	724	986	683	634	711	561	694	741	791	962	733	158
TSS (lbs/d)	855	1,287	1,367	1,393	1,294	1,190	906	996	1,267	915	975	1,320	1,147	247
TP (lbs/d)	24	36	30	28	27	26	23	23	26	28	28	29		

Base Charge Calculations

for
June 2016

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)	1.431
CBOD (mg/L)	90.9
TSS (mg/L)	238.4
TP (mg/L)	3.9

Current Month Operating Charge

	Base Unit Cost		Mass	Monthly Cost
	(\$)	Units	(lbs/day)	(\$)
Flow	\$0.589	1000 gal	NA	\$25,282
CBOD	\$0.577	lb CBOD	1,086	\$18,805
TSS	\$0.283	lb TSS	2,848	\$24,199
TP	\$5.277	lb TP	46	\$7,285
			Subtotal	\$75,572.02

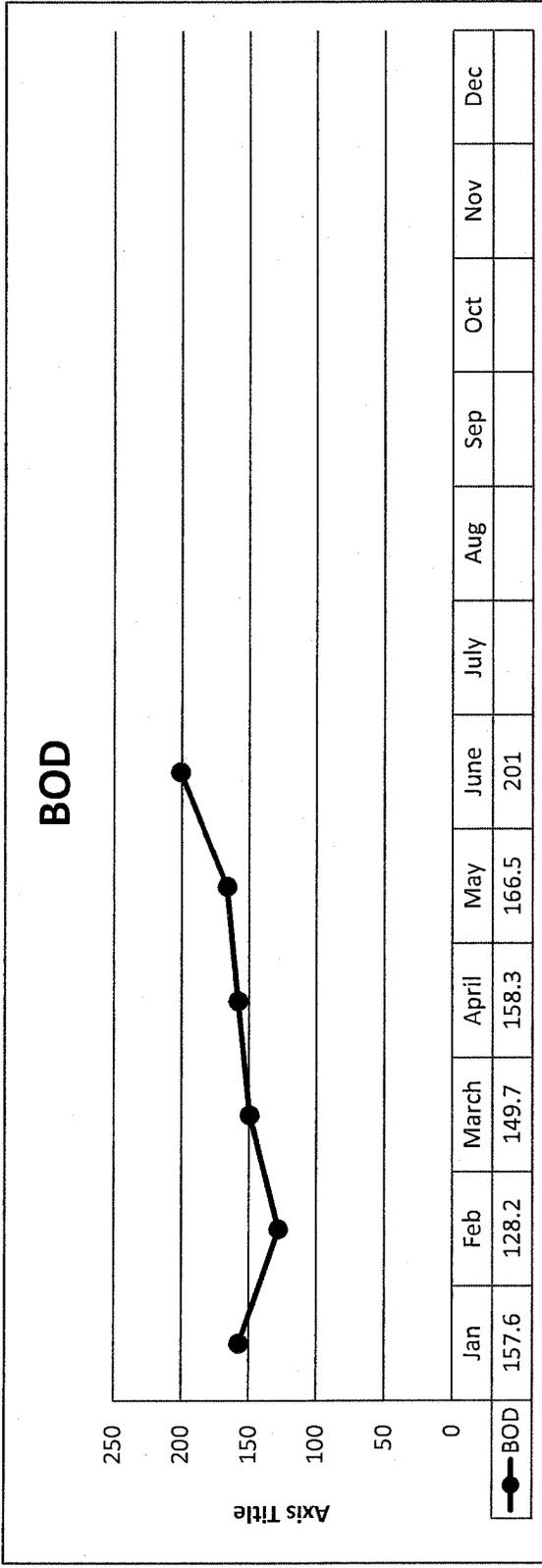
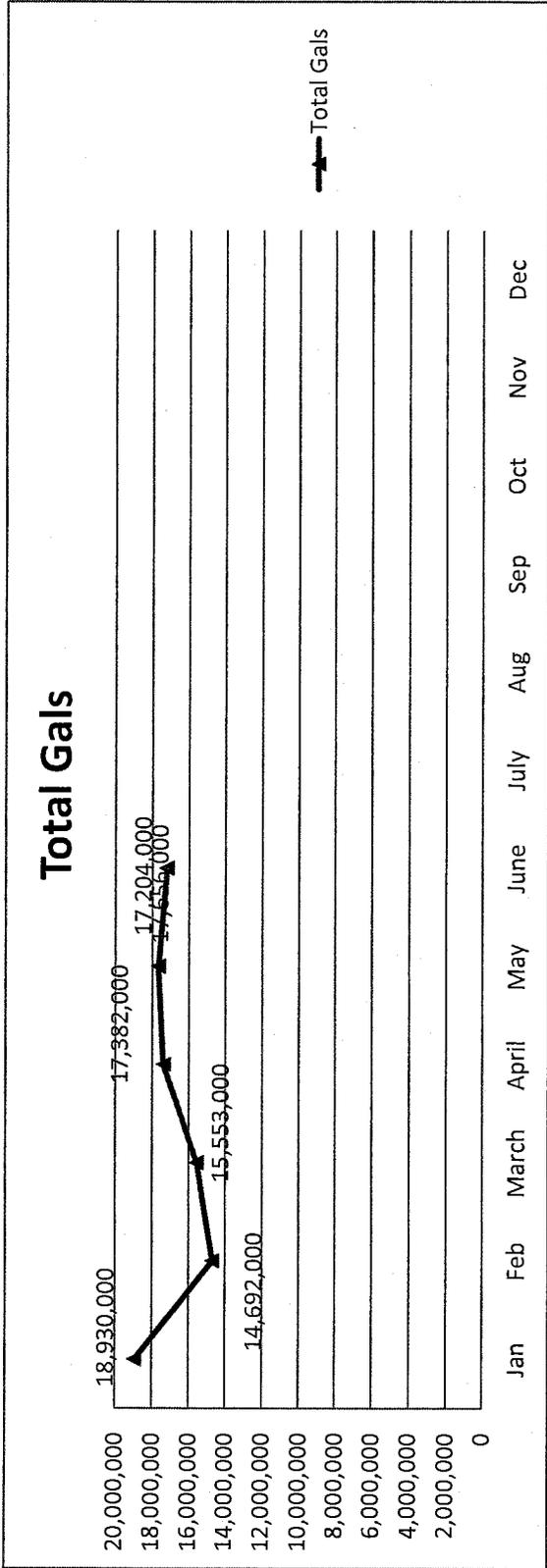
Baxter

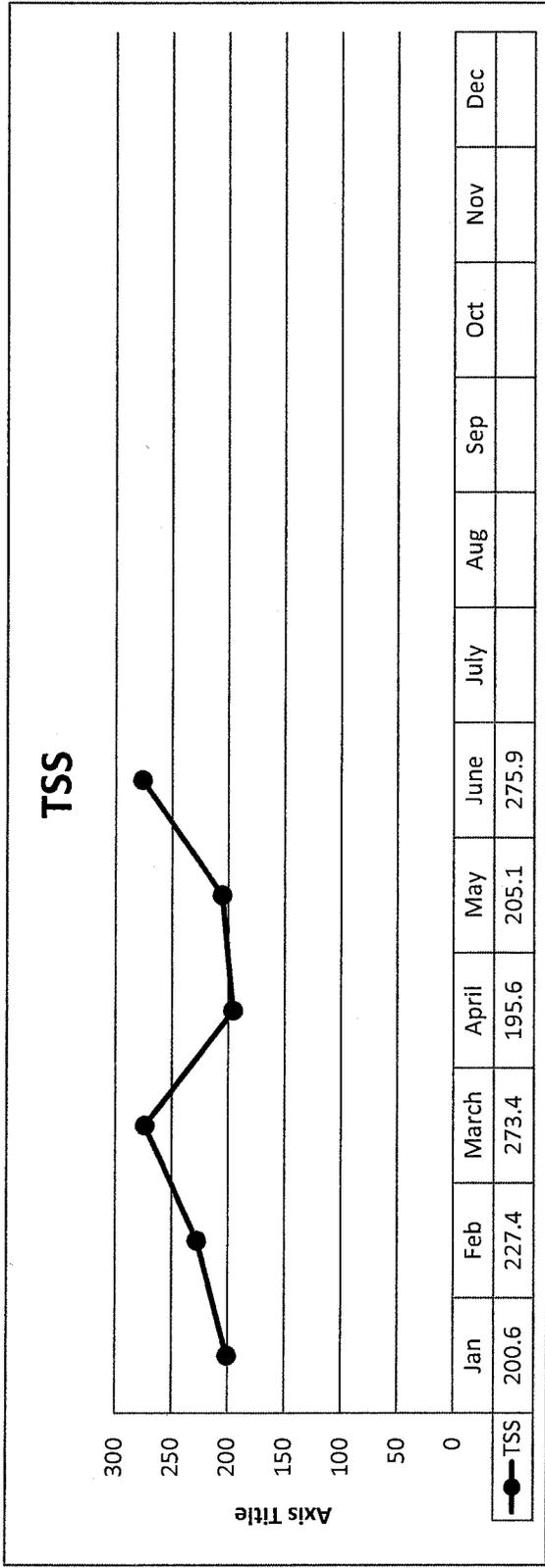
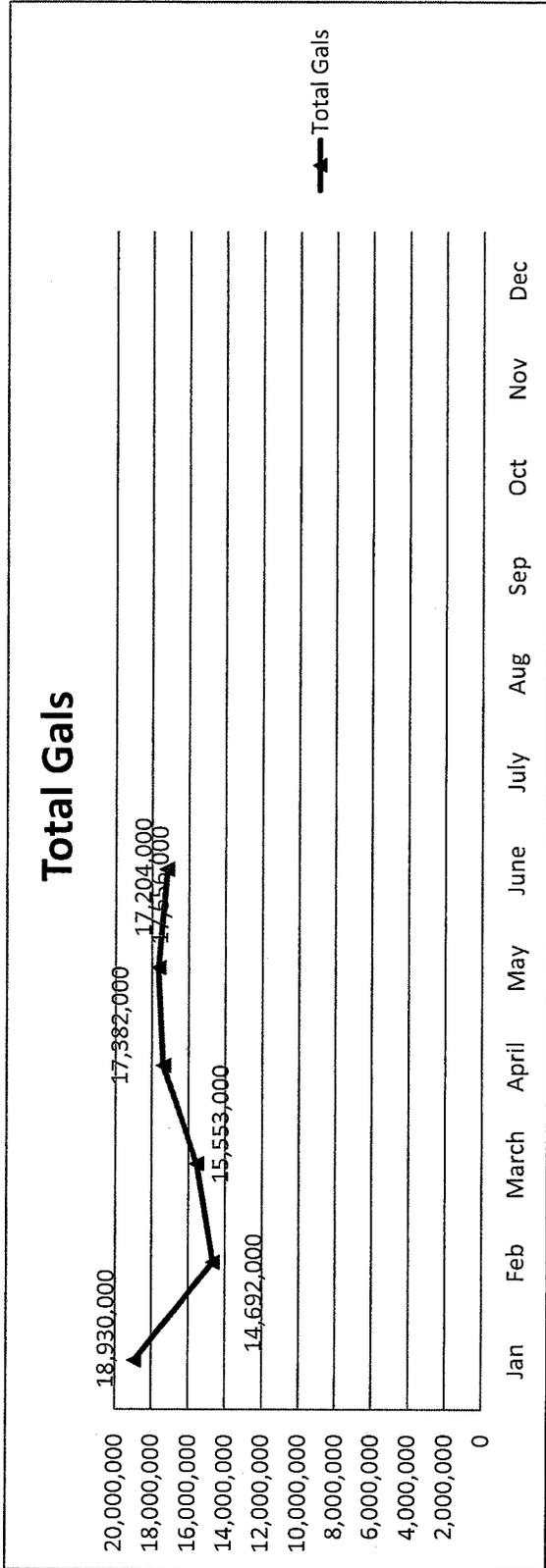
Current Month Flow and Loading Data

Average Daily Flow (MGD)	0.573
CBOD (mg/L)	201.0
TSS (mg/L)	275.9
TP (mg/L)	6.0

Current Month Operating Charge

	Base Unit Cost		Mass	Monthly Cost
	(\$)	Units	(lbs/day)	(\$)
Flow	\$0.589	1000 gal	NA	\$10,131
CBOD	\$0.577	lb CBOD	962	\$16,659
TSS	\$0.283	lb TSS	1,320	\$11,222
TP	\$5.277	lb TP	29	\$4,528
			Subtotal	\$42,539.13





	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec
TSS	200.6	227.4	273.4	195.6	205.1	275.9						