UTILITY COMMISSION AGENDA
Wednesday, November 2, 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 October 5, 2016 (pp. 5 - 20).

Agenda

4. 2016 – 2018 Snow Plow Contract (pg. 21).
**Staff recommends the Utilities Commission make a motion to City Council to approve the DeChantal Excavating Two Year Snow Plow Contract.*

5. InSite Development Project (pp. 22 – 26).
**Staff recommends the Utilities Commission make a motion to City Council to accept the Mattress Firm Development Project and release the InSite Development Bond No. 1137924.*

6. Preliminary Plat of Mills Addition to Baxter (pp. 27 – 31).
**Staff recommends advising the Planning and Zoning Commission that the Utilities Commission has no concerns with the Mills Addition Plat contingent on the following:*
   - *Dedicated 7 feet of additional right-of-way on Golf Course Drive*
   - *Dedicated 7 feet of additional right-of-way on Excelsior Road*
   - *Waive additional right-of-way as per City ordinance on Dellwood Drive and Design Road*
   - *Limited Use Agreement for landscaping, parking lot and signage*

7. Northwoods Crossing Development Traffic Study (pp. 32 – 60).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Northwoods Drive Development Traffic Study.*

8. Conditional Use Permit for Northwoods Crossing (pp. 61 – 63).
**Staff recommends advising the Planning and Zoning Commission that the*

Utilities Commission has no concerns with the Conditional Use Permit for Northwoods Crossing contingent on the following:

- *Developer's Agreement for the watermain installation is in place before the building permit is issued*
- *100 year storm water design requirements for both lots*

9. Fruth Property Development Site Plan Traffic Review (pp. 64 – 71).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Fruth Property Site Plan Traffic Review as an amendment to the Excelsior Road Transportation Supplemental Traffic Analysis No. 2.*

10. Dakar Road Official Mapping (pg. 72).
**Staff recommends the Utilities Commission advise the Long Range Planning Commission that the Utilities Commission has no issue or concerns with proceeding with the official mapping of Dakar Road.*

11. Street Light Request on Franklin Drive (pp. 73 – 74).
**Staff recommends the Utilities Commission make a motion to City Council to approve the street light request on the 90° corner of Franklin Drive.*

12. Dakota Supply Group Fixed Network Water Meter Replacement Project Partial Pay Estimate No. 3 (pp. 75 - 81).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Dakota Supply Group Partial Pay Estimate No. 3 in the amount of $100,362.13 for the 2016 Fixed Network Water Meter Replacement Project.*

13. 2016 Fairview Road Improvements Project Monthly Update (pg. 82).
**Information only.*

14. 2016 Fairview Road Improvements Project Partial Pay Estimate No. 5 (pp. 83 – 85).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Anderson Brothers Partial Pay Estimate No. 5 in the amount of $30,070.21 for the 2015 Fairview Road Improvements Project.*

15. 2018 Cypress Drive Improvements Project Monthly Update (pp. 86 – 87).
**Information only.*

16. 2016 Golf Course Drive Improvements Project Monthly Update (pp. 88 – 90).
**Information only.*

17. Bolton & Menk Agreement for Professional Engineering Services – Fee Amendment Request for the 2016 Golf Course Drive Improvements Project (pp. 91 – 92).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Bolton & Menk Agreement for Professional Engineering Services –*

Fee Amendment Request for the 2016 Golf Course Drive Improvements Project in the increased amount of $23,564.00.

18. 2016 Golf Course Drive Improvements Project Change Order No. 3 (pp. 93 – 94).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Anderson Brothers Change Order No. 3 in the increased amount of $9,728.60 for the 2016 Golf Course Drive Improvements Project.*

19. 2016 Golf Course Drive Improvements Project Partial Pay Estimate No. 3 (pp. 95 – 97).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Anderson Brothers Partial Pay Estimate No. 3 in the amount of $277,237.85 for the 2016 Golf Course Drive Improvements Project.*

20. Bolton & Menk Proposal for Engineering Services for the 2017 Sealcoat Project (pp. 98 – 101).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Bolton & Menk Proposal for Engineering Services for the 2017 Sealcoat Project in the not to exceed amount of $43,000.00.*

21. 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project Monthly Update and Crow Wing Power Line Relocation Invoice (pp. 102 - 107).
**Information only.*

22. 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project Change Order No. 3 (pp. 108 – 109).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Tri-City Paving Change Order No. 3 in the increased amount of $5,417.50 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project.*

23. 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project Final Pay Estimate No. 4 (pp. 110 – 115).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Tri-City Paving Partial Pay Estimate No. 4 in the amount of $48,935.79 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project.*

24. 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project Monthly Update (pg. 116).
**Information only.*

25. 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project Change Order No. 4 (pp. 117 – 130).

**Staff recommends the Utilities Commission make a motion to City Council to approve the R.L. Larson Excavating Change Order No. 4 in the increased amount of $18,524.10 for the 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project.*

26. 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project Partial Pay Estimate No. 7 (pp. 131 – 140).
**Staff recommends the Utilities Commission make a motion to City Council to approve the R.L. Larson Excavating Partial Pay Estimate No. 7 in the amount of $59,112.12 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project.*

27. Section 6 – Area A1 Stormwater Outlet and Engineer's Estimate (pp. 141 – 142).
**Information only.*

28. Excelsior Road Storm Sewer Extension and Engineer's Estimate (pp. 143 – 144).
**Information only.*

29. Baxter Water Supply Plan for 2016 – 2026 (Enclosed in packet).
**Information only.*

30. WSN Proposal for Electrical Engineering Services for ARC Flash Evaluation for the City of Baxter Utilities (pp. 145 – 162).
**Staff recommends the Utilities Commission make a motion to City Council to approve the WSN Proposal for Electrical Engineering Services for ARC Flash Evaluation for the City of Baxter Utilities in the Lump Sum of $14,450.00.*

31. WSN Agreement for Professional Services for the Inglewood Drive Railway Crossing – STP Funding Assistance (pp. 163 – 167).
**Staff recommends the Utilities Commission make a motion to City Council to approve the WSN Agreement for Professional Services for the Inglewood Drive Railway Crossing – STP Funding Assistance in the lump sum amount of $2,450.00.*

32. WSN Schedule for the 2017 Excelsior Road, Fairview Road and Edgewood Drive Improvements Project (will be e-mailed on Monday).

33. WSN Proposal for the 2017 Excelsior Road Feasibility Study from Inglewood Drive to Forest Drive (will be e-mailed on Monday).

34. WSN Survey Proposal for the 2017 Excelsior Road, Fairview Road and Edgewood Drive Roundabout (will be e-mailed on Monday).

35. Adjourn.

UTILITIES COMMISSION
October 5, 2016

The regular meeting of the Baxter Utilities Commission was called to order at 5:31 p.m. by Commissioner Shawn Crochet.

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

MEMBERS ABSENT: Commissioner Dave Franzen and Chairman Rock Yliniemi.

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

OTHERS PRESENT: WSN Consulting Engineer Aric Welch, SEH Consulting Engineer Scott Hedlund, WSB Consulting Engineer Chuck Rickart, Bolton & Menk Consulting Engineer Mike Rardin, Steve & Debbie Vitale, and Keith Bachman.

APPROVAL OF MINUTES
MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to approve the Utilities Commission minutes of September 7, 2016. Motion carried unanimously.

WSN PROPOSAL FOR ENGINEERING SERVICES FOR THE FORESTVIEW AREA STORMWATER OUTLET STUDY
Public Works Director/City Engineer Walter informed the commission the City has received concerns/complaints regarding the elevated water levels from residents along Scenic River Drive and several business owners within the Industrial Park Phase II area.

The catch basins in the loading dock areas along College Road, Dogwood Drive and Goedderz Road have water that is either standing in the loading dock areas or recedes to about 2" to 6" below the top of the grate. Public Works Director/City Engineer Walter reviewed the storm sewer piping, elevations and drainage within the area and gave past history on the phasing of the Industrial Parks and storm water system.

Steve & Debbie Vitale who have buildings located at 13469 & 13499 Dogwood Drive informed the commission that when they purchased the Dogwood Drive site there was 5 feet of fill that was brought onto the site before construction began. The loading docks have standing water since the storm water pipe backs up with the excessive rain events this summer.

The commission held an extensive discussion on the existing conditions, elevations and directional flow of the stormwater ponds in the Industrial Park area. Public Works Director/City Engineer Walter stated the WSN engineering proposal will help find out the reasons behind these concerns and hopefully some solutions with proposed costs. A short term solution would be to pump the water to the south pond in Industrial Park Phase III without overflowing onto the county's tax forfeited property located on Hastings Road.

WSN Consulting Engineer Welch reviewed the WSN Proposal to prepare a preliminary stormwater study to investigate a potential outlet/overflow tor the isolated wetlands located near the intersection of Highland Scenic Road (CSAH 48) and Evergreen Drive.

With the precipitation the City has experienced over the last several months, surface water and ground water elevations within the City are nearing an all-time high. The large wetland complex located west of Evergreen Drive is directly connected to the smaller wetland located south of CSAH 48 and east of Scenic River Drive. These wetlands are located at the bottom of the immediate watershed area and rising water levels are beginning to pose a threat to adjacent developed and undeveloped properties.

WSN understands that the City would like to investigate the potential of adding a stormwater outlet/overflow through the Forestview residential neighborhood to the Mississippi River. WSN is aware that some outlet ditching work was completed by a private developer roughly around the time the property was platted in 1991. Evidence of the ditch is still visible through the First Addition to Mississippi Bluffs.

WSN proposed scope of services is as follows:

- Meet with City staff to define the study area and identify the study parameters.
- Create a base map of the study area using available property information, aerial photos, topography information and LiDAR surface data.
- Complete a supplementary topographic survey to ground truth the LiDAR data and pick up additional items such as culverts that are not evident or visible in the aerial photography.
- Meet with the property owner of out lots in the First Addition to Mississippi Bluffs to get the history on the ditch work completed in the early nineties.
- Review potential stormwater outlet locations.
- Layout potential stormwater conveyance options.
- Review permitting requirements of the proposed storm sewer outlet to the Mississippi River.
- Calculate proposed improvement costs.
- Compile and summarize findings in a letter report format.
- Present the study to the Utilities Commission and City Council.

WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the Lump Sum fee of $5,750. WSN proposes to have the report completed within 45 days of the notice to proceed.

MOTION by Council Liaison Cross, seconded by Commissioner Wolf to approve the WSN Proposal for Engineering Services for the Forestview Area Stormwater Outlet Study in the lump sum fee of $5,750.00 and as a short term solution pump the water to the south pond in Industrial

Park Phase II without overflowing onto the county's tax forfeited property. Motion carried unanimously.

WATER TREATMENT PLANT FLOAT DOWN DECANTER

Public Works Director/City Engineer Walter reviewed the February approval of the engineering and design of the decanter. Staff would like to install the float down decanter in November or December when the basin is drained. Public Works Director/City Engineer Walter submitted the WW Goetsch Backwash Recycle Pump Decanter proposal and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the WW Goetsch Backwash Recycle Pump Decanter in the amount of $11,283.00. Motion carried unanimously.

DRAFT STRIPING POLICY

Public Works Director/City Engineer Walter gave a brief update on the striping policy that staff had started several years ago and the need to get the policy finished recommended to City Council for approval.

The commission discussed striping in residential and commercial areas and the need to be consistent throughout the entire city. The striping budget is $30,000.00 - $35,000.00 per year which is approximately 7 – 8% of the total annual streets budget.

Commissioner Christofferson stated that his neighborhood had centerline striping done this year after the mill and overlay was completed. The new surface has increased the speed on the road and the striping is keeping the vehicles on the right side of the road. His neighborhood never had stripes before and he thinks it's a nice improvement.

WSB Consulting Engineer Rickart provided a copy of a striping policy that he did for another city. Mr. Rickart stated that most cities do have centerline striping on their streets although very low volume roads may not require any stripes.

Public Works Director/City Engineer Walter requested the commission travel a few of the residential and commercial streets to review the existing striping before the next Utilities Commission meeting in November. WSB Consulting Engineer Rickart will also do a visual inspection of several residential streets and be ready to discuss at the next meeting with the commission. The goal is to have the striping policy in place by the end of the year.

WSB TRAFFIC STUDY FOR THE DELLWOOD DRIVE DEVELOPMENT AND ADJACENT AREA

WSB Consulting Engineer Chuck Rickart reviewed the traffic study proposal for the Dellwood Drive development site and the adjacent area. The traffic study will be conducted to determine the impacts on the surrounding transportation system and will include the analysis of Dellwood Drive including the intersections of Whispering Woods Lane, Menards north and south

entrances, Country Inn and Suites/ Holiday gas station entrance, Woida Road, and TH 371 at Woida Road.

There is a proposed development at the former Wells Fargo Bank site; however, there is no site plan at this time since the property owners are still making changes and working on access issues with Menards.

Council Liaison Cross stated this development does warrant a traffic study to look at current and future access and impacts to Dellwood Drive.

Public Works Director/City Engineer Walter stated the developer will pay for $6,000.00 of the proposed study the remaining amount is city cost since the City requested an expanded area review of the TH 371 and Woida intersection.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the WSB Traffic Study Proposal for the Dellwood Drive Development and Adjacent Area in the not to exceed amount of $10,150.00. Motion carried unanimously.

DAKAR ROAD OFFICIAL MAPPING

Public Works Director/City Engineer Walter explained this section of roadway has never been officially mapped. The proposal is to officially map Dakar Road from Cherrywood Drive to Kimberlee Drive. WSN Consulting Engineer Welch reviewed the survey sketch and description map for Dakar Road showing the proposed road alignment.

MOTION by Council Liaison Cross, seconded by Commissioner Christofferson to advise the Long Range Planning Commission that the Utilities Commission recommends approval of officially mapping Dakar Road from Kimberlee Drive to Cherrywood Drive. Motion carried unanimously.

DAKOTA SUPPLY GROUP FIXED NETWORK WATER METER REPLACEMENT PROJECT CHANGE ORDER NO. 1

Public Works Director/City Engineer Walter reviewed the Dakota Supply Group Change Order No. 1 for the 2016 Fixed Network Water Meter Replacement Project. Public Works Director/City Engineer Walter has no concerns with Change Order No. 1 and recommends approval.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the Dakota Supply Group Change Order No. 1 in the increased amount of $36,129.50 and a time extension request for the final completion date change from November 30, 2016 to December 31, 2016 for the 2016 Fixed Network Water Meter Replacement Project. Motion carried unanimously.

DAKOTA SUPPLY GROUP FIXED NETWORK WATER METER REPLACEMENT PROJECT PARTIAL PAY ESTIMATE NO. 2

Public Works Director/City Engineer Walter reviewed the Dakota Supply Group Partial Pay Estimate No. 2 for the 2016 Fixed Network Water Meter Replacement Project. Public Works Director/City Engineer Walter had no concerns with Partial Pay Estimate No. 2 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Dakota Supply Group Partial Pay Estimate No. 2 in the amount of $93,269.56 for the 2016 Fixed Network Water Meter Replacement Project. Motion carried unanimously.

2016 CITY OF BAXTER CHIP SEALING PROJECT UPDATE

Bolton & Menk Consulting Engineer Rardin reviewed past sealcoat projects, 2016 PASER rating results, an evaluation of improvements made to the street network over the past three years, and street segments proposed for 2017 sealcoating.

The City has combined their past sealcoat projects with Crow Wing County for a variety of reasons. Now that the City program is more fully developed and of considerable size, contracting for this work separately from the County is recommended by both Consulting Engineer Rardin and City Staff. The following rationale supports this recommendation:

- The City will directly own the contract resulting in better communications with and control of the contractor.
- City project needs are different than the County so inherent conflicts occur (materials, operations, construction timing, contractor skills /experience to name a few).
- Total City project costs (Admin, Design Engineering and Construction Engineering) are expected to remain the same or be reduced in cost.

Public Works Director/City Engineer Walter felt that communications would be smoother since the City would be in control of the contract and have direct contact with the contractor.

Consensus of the commission was to continue with Bolton & Menk as the project engineer for the 2017 Chip Seal Project. The commission recognizes the city's Requests for Proposals Policy; however, they believe it to be in the best interest of the City to deviate from the schedule and threshold established within this policy since Bolton & Menk has been the project engineer for the past four years with a considerable amount of knowledge and experience.

Utilities Commission requested Bolton & Menk Consulting Engineer Rardin return to the November 2, 2016 commission meeting with as engineering proposal for the 2017 City of Baxter Chip Sealing Project.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT UPDATE

Bolton & Menk Consulting Engineer Rardin reviewed the project update.

Work Progress - Sixth Update
Since the last project update the Contractor has completed street grading, aggregate base construction, pavement reclamation on the north and south ends of the project, construction of all concrete curb/gutter and flatwork, construction of the bituminous pavement base course, sprinkler repairs, and sealed the joints of the 66" storm sewer; and, the contractor is currently grading and spreading topsoil behind the curbs along with raising iron in anticipation of wear course construction shortly.

The City considered and approved Change Order No. 1, approximately $12,950 during September. This also changed the substantial completion date from September 30th to October 7th.

Project Schedule
Based on the contractor's proposed schedule, the following is a brief summary of future construction activities:

September - complete turf establishment in both the reconstruction and reclamation areas
October - bituminous wear course construction in both the reconstruction and reclamation areas

The contractor appears to be on the schedule they proposed for this project. No schedule concerns are noted at this time.

Completion Dates
The contract calls for substantial completion by October 7th with final completion by October 14th.

Costs
Construction costs have increased approximately another $20,720 due to the following changes:

Item	Reason	Approximate Cost
Storm Sewer Repair	Hole found in existing storm sewer / subgrade collapse; realignment / setting of existing catch basins and castings	$5,300
Curb Removal / Replacement	Additional repairs discovered after reclamation was	$4,100
	completed	
Pave Universal Drive	Additional pavement needed to be removed and replaced due to storm sewer installation / traffic	$5,300
Concrete Driveway Entrances	Replacement of 6 entrances with concrete pavement rather than the planned bituminous pavement	$6,020

These changes have increased the project cost approximately $33,800. All of the above changes were either requested or found to be acceptable to the Project Engineer and City staff.

The first change above has been incorporated into Change Order Number 2. The other changes identified above will be incorporated into a future change order for future Commission consideration. 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 storm sewer relocations has resulted in extra engineering work and costs. The City Council was appraised of the estimated costs for this extra work, the storm sewer inspection costs, and the storm 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 engineering services for the project have been continuing as agreed to according to the existing "Not to Exceed" contract.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT CHANGE ORDER NO. 2

Bolton & Menk Consulting Engineer Rardin reviewed Change Order No. 2 for the 2016 Golf Course Drive Improvements Project with the commission. The change order included the following items:

- Concrete curb & gutter rebar
- Reconstruct drainage structure
- Realign existing catch basin structures
- Reinstall castings

Bolton & Menk Consulting Engineer Rardin had no concerns with Change Order No. 2 and recommends approval.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the Anderson Brothers Change Order No. 2 in the increased amount of $5,281.00 for the 2016 Golf Course Drive Improvements Project. Motion carried unanimously.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 2

Bolton & Menk Consulting Engineer Rardin reviewed Partial Pay Estimate No. 2 for the 2016 Golf Course Drive Improvements Project with the commission. Bolton & Menk Consulting Engineer Rardin had no concerns with Partial Pay Estimate No. 2 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 2 in the amount of $410,194.36 for the 2016 Golf Course Drive Improvements Project. Motion carried unanimously.

2015 MILL AND OVERLAY PROJECT UPDATE
SEH Consulting Engineer Hedlund submitted the following summary of the final project costs:

Construction:	$2,205,026.00
Engineering and Testing:	$ 229,810.00
Admin, Legal, Miscellaneous*:	$ 66,164.00
Total:	$2,501,000.00

*Assumed 3%.

The total project cost estimated for final assessments was $2,542,385.00. The project is still under budget at approximately $41,000 dollars.

2015 MILL AND OVERLAY IMPROVEMENTS FINAL PAY ESTIMATE NO. 6
SEH Consulting Engineer Hedlund reviewed Final Pay Estimate No. 6 for the 2015 Mill & Overlay Improvements Project with the commission. Mr. Hedlund had no concerns with Final Pay Estimate No. 6 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Final Pay Estimate No. 6 in the amount of $33,463.68 for the 2015 Mill and Overlay Improvements Project. Motion carried unanimously.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT UPDATE
SEH Consulting Engineer Hedlund gave an update on the status of the various work tasks on the 2016 Fairview Road Improvements project:

Construction
The final walk through with the City, SEH, and Contractor was on September 8, 2016. Project construction is complete with the exception of some miscellaneous punch list items.

Private Utility Work
With the exception of CTC reinstalling some vault location marker signs, and CenterPoint Energy reinstalling some facility markers/signs, the private utility work in the corridor is complete.

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 presented at the Assessment Hearing is $1.3 Million Dollars.

Total final costs are still being calculated and reviewed, but it appears it will be close to the $1.3 Million Dollars.

Consultant budget:
There are no unapproved scope changes at this time.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 4

SEH Consulting Engineer Hedlund reviewed Partial Pay Estimate No. 4 for the 2016 Fairview Road Improvements Project with the commission. SEH Consulting Engineer Hedlund had no concerns with Partial Pay Estimate No. 4 and recommends approval.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 4 in the amount of $93,513.37 for the 2016 Fairview Road Improvements Project. Motion carried unanimously.

2018 CYPRESS DRIVE IMPROVEMENTS PROJECT FROM COLLEGE ROAD TO EXCELSIOR ROAD MEMORANDUM

SEH Consulting Engineer Hedlund gave an update on the status of the various work tasks on the project:

Preliminary Design

- Topographic design survey update work has started.
- Gopher state one call utility locate tickets have been called in.
- Property ownership and encumbrance reports have been ordered.
- Traffic study update work has started.
- Stormwater design update work has been started.
- Geometric design update work has started.

Railroad Agreements

- Working with BNSF on site access.

Phase 1 Environmental Site Assessment

- Agency files have been requested, records ordered
- Contacts have been made with MNDOT, BNSF environmental staff.
- Started background assessment work.

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

- The preliminary total project budget based on the 2016 bonding bill request is $10.8M.
- An updated budget is being developed with the preliminary design.

Consultant budget:
There are no unapproved scope changes at this time.

Mr. Hedlund explained that part of the scope for the recent SEH Cypress Drive contract was reviewing the adequacy of past geotechnical evaluation reports (i.e. soil borings) in the project area and make a recommendation on the need for additional investigation. There is inadequate soil boring information on the Cypress Drive corridor south of the railroad property. Mr. Hedlund recommends hiring Braun Intertec to complete a geotechnical evaluation report for this area.

The Braun scope will include 14 (each) standard penetration test borings generally ranging from 15 – 20 feet in depth, and 1 (each) double split ring infiltrometer test in a proposed stormwater pond area. The report will contain recommendations on general construction of street and utility improvements, including assumed R-value, subgrade corrections, trench excavation and backfill, pipe bedding, and dewatering.

The proposed fee is not to exceed $12,870.00 with Braun as a sub consultant to SEH which has been past practice on other City projects. A formal contract is planned to be brought to the October 18, 2016 City Council meeting for final approval consideration.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the SEH/Braun Intertec contract for soil borings in the not to exceed amount of $12,870.00 for the 2018 Cypress Drive Improvements Project. Motion carried unanimously.

2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT UPDATE
WSN Consulting Engineer Welch reviewed the project update.

Summary of Work Completed Since Last Update
Shouldering, turf restoration and pavement markings are now complete and the Contractor has been working on punch list items.

Work Remaining
The signage for the project including "No Parking" signs on Maplewood Drive and trail signs on College Road and Cedardale Lane have not been completed. The signs have been ordered and should be installed in the next couple of weeks. The Contractor also continues to work on final punch list items. WSN anticipates all work will be complete and ready for final payment be the middle of October.

Changes
Permanent Erosion Control

- Flexamat (permanent erosion control mat similar to rip rap) was installed at the curb spillway on the 90-degree Maplewood Drive curve, the storm sewer outlet to White Sand Lake and the driveway culvert on John Street.

Maplewood Signage

- "No Parking" signs will be added to the curbed sections of roadway by the school and 90-degree curve. Sign modifications are also planned for the dead end portion of the Maplewood Drive east of Art Ward Drive.

A Change Order will be prepared to address the changes outlined above and in the previous project updates. The Change Order will accompany the final pay estimate.

Pay Estimate

Total earned to date to the Contractor is $806,865.64. Retainage is $40,343.28 or 5% of the amount earned. Total due this pay estimate is $61,757.17. The project is currently under budget.

2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT PARTIAL PAY ESTIMATE NO. 3

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 3 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project with the commission. WSN Consulting Engineer Welch had no concerns with Partial Pay Estimate No. 3 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Tri-City Paving Partial Pay Estimate No. 3 in the amount of $61,757.17 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. Motion carried unanimously.

WSN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – FEE AMENDMENT REQUEST FOR THE 2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT

During the course of the project WSN completed additional work that WSN feels is above and beyond the original scope of the project. The changes in project scope and associated fee amendment are summarized below:

Change in Project Scope	Requested Fee Amendment
Maplewood Drive Corner Storm Sewer and Curb	$1,669.50

This work is associated with the preliminary design, final design, construction staking and construction observation of the curb and storm sewer installed at the 90-degree curve. The curb and storm sewer was not part of the original design and was added by the Council after reviewing the options prepared by the Engineer.

Maplewood Drive Signage $718.00

This work is associated with the addition of "No Parking" signs along the curbed portions of the roadway by the school and the 90-degree curve. Signage modifications were also made to the dead end portion of Maplewood Drive east of Art Ward Drive.

Cemetery Paving $1,558.00

This work is associated with the coordination and construction observation of the grading and paving of the Cemetery roadways. Additional work included coordination and construction observation.

Additional Ditch Work $741.00

This work is associated with additional swale work on Maplewood Drive. Additional swales were constructed along the west side of Maplewood Drive near the 90-degree curve. Additional work included coordination, agreement preparation for work on private property and construction observation.

Mill & Overlay Additional Bituminous Patching $1,239.00

This additional work is associated with construction observation of the additional bituminous patching work required in the residential mill & overlay project area. The estimated bituminous patching quantity was 1,010 SY. The actual quantity of patching was 2,263 SY. Madeline Drive was also patched/overlaid with 1.5" of bituminous before receiving the final 2" bituminous overlay.

College Road Trail Signage and Ped Ramp $774.00

This additional work is associated with the addition of the pedestrian curb ramp and associated trail signage for the private drive located just west of Navillus Court West.

Additional Record Drawing Work $953.00

The additional items described above such as the storm sewer, signage, swales and bituminous patching required additional survey and record drawing preparation work to accurately show the finished improvements and to provide the City with accurate locations for the GIS system.

Total Requested Fee Amendment **$7,652.50**

A detailed breakdown of the costs associated with each additional task outlined above was provided in Attachment A.

In addition to the requested fee amendment, we are also seeking a modification to our agreement to cover the following reimbursable expenses that were requested by City staff but were not included in our original agreement:

Reimbursable Expense	Requested Amount
Mailbox Replacement	$91.30

This expense is associated with the replacement of a broken mailbox located on Brentwood Drive. The mailbox was damaged by the Contractor during the milling operations and the property owner contacted the City. In an effort to replace the mailbox as quickly as possible, City staff authorized the Engineer to find and purchase the same mailbox for the Contractor to install. The Contractor caused the damage and the cost of the mailbox will be removed from the final payment.

Residential Mailing	$144.00

The request for proposals indicated that all required mailings and notices for the project would be completed by City Staff. During construction, City staff directed the Engineer to prepare and mail a notice to the Southdale project area to address some schedule and construction related issues.

Total Requested Reimbursable Expenses	**$253.30**

Our previous approved "Not to Exceed" fee was $164,409. Including the above $7,652.50 fee increase and $253.30 in reimbursable expenses, the revised total WSN fee is a "Not to Exceed" $172,314.80.

The commission felt the fee amendment request was justifiable and should be paid. Mr. Welch stated the project is still under budget.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the WSN Agreement for Professional Engineering Services – Fee Amendment Request for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project in the increased amount of $7,905.80 for a total not to exceed contract of $172,314.80. Motion carried unanimously.

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

WSN Consulting Engineer Welch reviewed the project update.

Summary of Work Completed Since Last Update

No work was completed since the last update.

Project Schedule
Address warranty items as needed.

Easements
One roadway easement remains to be signed. All the necessary documents have been supplied to the property owner but our numerous attempts contact the property owner has not garnered any response. The property is being sold on a contract for deed and the current occupant (Lakes Audio) does not have any issues with the proposed right-of-way.

The vacation hearing to complete the Positive Realty, Mau and Tanner property has held on September 9, 2016.

Changes
WSN review and recommendation on Change Order No. 4 was sent to the Contractor in August. At the September Utilities Commission meeting WSN reported the Contractor had not completed their review of our recommendations and the change order was tabled. WSN has still not received any correspondence regarding the change order from the Contractor.

Potential Law Suit
WSN is not aware of any resolution to the potential law suit between the Contractor and sub-contractor regarding the directional drilled pipe between Novotny Road and Audubon Way.

WSN PROPOSAL FOR ENGINEERING SERVICES FOR THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) REVIEW
WSN Consulting Engineer Welch explained that he recently met with city staff with regards to compliance with the City's MS4 permit.

Mr. Welch reviewed the WSN Proposal to assist the City of Baxter with a review of their current Stormwater Pollution Prevention Plan (SWPPP). Their review will be based upon the Minnesota Pollution Control Agency (MPCA) General Permit (GP) No. MNR040000 for Municipal Separate Storm Sewer Systems (MS4) dated August 1, 2013. The City of Baxter is an MS4 city required to be in compliance with the GP as of December 1, 2013.

WSN has previously provided considerable input and data during the MS4 GP implementation process and are very familiar with the City of Baxter's municipal storm water system. WSN staff has also assisted the City of Alexandria with a compliance check and is very familiar with the GP and its requirements. Our familiarity with the City of Baxter's system, the GP, strong local presence, and dedication to the City make WSN a prudent choice to assist in completing a compliance check of the City's SWPPP with the MS4 regulations effective August 1, 2013. In addition, WSN will be readily available to assist with future endeavors, if necessary.

Key items to review include:

- Application and submittal information
- Written procedures for Enforcement Response Procedures
- Storm sewer system mapping
- Ponds, wetlands and lakes inventory
- Public education emphasis
- Illicit discharge recognition, training, reporting and prioritizing
- Spill response procedures
- Written procedures for conducting plan reviews including non-compliant plans
- Written procedures for conducting site inspections
- Post-construction control of discharge volume, TSS and Phosphorus
- Infiltration regulations
- "Legal Mechanisms" for long-term maintenance of post-construction BMPs
- MS4 owned/operated facility inventory and inspection
- Procedures and a schedule for assessing pond treatment effectiveness
- Documentation for the six Minimum Control Measures (MGM's)

The proposed scope of services is as follows:

SWPPP Compliance Assessment and Report
Our approach to assist the City of Baxter with developing a SWPPP that is compliant with the MPCA GP involves first meeting with City staff to become aware of all documentation and program efforts in place. WSN will then analyze each portion of the SWPPP and compare it with the GP requirements. Through the process, we will note deficiencies and complete a report outlining recommended modifications that need to be made to gain compliance. Tasks included in our proposal are:

- Meet with City staff to review SWPPP documentation and procedures
- Analyze SWPPP for compliance with MPCA GP
- Complete report documenting deficiencies and recommendations for compliance

WSN proposes to perform the services described above for a Lump Sum fee of $9,320.

WSN will keep City staff informed of the project status and propose to have all work completed within 60 days of your authorization to proceed.

Public Works Director/City Engineer Walter stated this audit will assist the Storm Water Department to get back on track with the MS4 permit. Public Works Director/City Engineer Walter explained the City of Northfield was audited by the MPCA in 2015 and as a result there were fines and very significant required changes to Northfield as a result. Public Works Director/City Engineer Walter submitted a copy of the Northfield letter to the MPCA of the

significant changes they were required to make to their MS 4 Permit as a direct result of the audit.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to approve the WSN Proposal for Engineering Services for the Stormwater Pollution Prevention Plan Review in the lump sum amount of $9,320.00. Motion carried unanimously.

MnDOT ISLE DRIVE TURNBACK FOR THE 2015 ISLE DRIVE IMPROVEMENTS PROJECT

The MnDOT Isle Drive turnback for the 2015 Isle Drive Improvements Project was submitted to the commission as information only.

WASTEWATER TREATMENT PLAN CHARGES FOR AUGUST & SEPTEMBER

The Brainerd Public Utilities Wastewater Plant Charges for August and September 2016 was submitted to the commission as information only.

OTHER BUSINESS

Council Liaison Cross gave a brief update on the Brainerd Wastewater Treatment Plant Annexation proposal.

ADJOURNMENT

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to adjourn the meeting at 8:45 p.m. Motion carried unanimously.

Approved by:

Rock Yliniemi
Chairman

Submitted by:

Mary Haugen
Administrative Assistant

DeChantal Excavating LLC

P O Box 315
Brainerd, MN 56401

Snow Removal Estimate

Office # 218-828-4636 **Fax #** 218-824-1510 **Date** 9/25/2016 **Estimate #** 894

Name
City of Baxter. P O Box 2626 Baxter, MN 56425

Snow Removal Service	Quantity	Hourly Rate
1. Cat 140G Motor Grader	1	105.00
2. Cat 140H Motor Grader	1	105.00
3. Single Axle Plow Truck With Sander	1	95.00
4. One Ton Plow Truck	1	80.00
5. Wheel Loader	1	90.00
* Option for 2017 / 2018 Snow Season		
1. Cat 140G Motor Grader	1	108.00
2. Cat 140H Motor Grader	1	108.00
3. Single Axle Plow Truck With Sander	1	98.00
4. One Ton Plow Truck	1	82.00
5. Wheel Loader	1	93.00

DeChantal Excavating, LLC will not be held liable for any damages due to snow placement. We propose hereby to perform snow removal services from 11/01/2016 to 4/15/2017 for the stated hourly rates, per piece of equipment.

Payment to be made as follows: Monthly Invoicing

Note: This proposal may be withdrawn by us if not accepted within 30 days.	Authorized Signature	

Acceptance of Proposal -- The Above prices, specifications, and conditions are satsifactory and are hereby accepted. You are authorized to perform snow removal as specified. Payment will be made as outlined above.	Owner Signature	
Date of Acceptance:	Owner Signature	

-22-

InSite

InSite Real Estate, LLC
1400 16th Street, Suite 300 | Oak Brook, IL 60523-8854
Phone: 630-617-9100 | Fax: 630-617-9120 | www.insiterealestate.com

Letter of Transmittal

Date: 3/28/2016

Project: **Multi Tenant**
14244 Delwood Drive, Baxter, MN

To: Matthew Gindele
CITY OF BAXTER, MN
13190 Memorywood Drive
Baxter, MN 56425

We are sending you the following item(s):

	Blueprints		Purchase Order	Sent Via:	Next Day
	Specifications		Change Order		3rd Day
	Contract		Submittals/Samples		Regular
	Waiver		Check (s)		Express
	Sworn Statement	√	Other: See Below		Sat Delivery
	Invoice				Hand Delivery
					√ Ground

Date	Copies	Number	Description
3/28/16	1	2515	In the amount of $19,772.06 - Building Permit Fees
3/21/16	1	----	Original Subdivision Bond

	For review		No exceptions taken		Other:
√	For your use		Note markings		
√	As requested		Rejected		
	Contractor to confirm		Comments attached		

Feel free to contact me (630)617-9130 if you have questions or require any additional information. Thank You!

Copy to: _____

Signed: *Mark Rykovich*
Project Manager

SUBDIVISION BOND

Bond No.: 1137924

Principal Amount: $42,112.50

KNOW ALL MEN BY THESE PRESENTS, that we Baxter, MN (14230 Dellwood N) LLC as Principal, and Lexon Insurance Company a TX Corporation, as Surety, are held and firmly bound unto City of Baxter, as Obligee, in the penal sum of Forty Two Thousand One Hundred Twelve Dollars and Fifty Cents (Dollars) ($ 42,112.50), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Baxter, MN (14230 Dellwood N) LLC has agreed to construct in 14230 Dellwood N Baxter Subdivision, in City of Baxter, MN the following improvements:

Water Connection and pavement restoration Lot 2, Block One, Citizen's Addition in the City of Baxter, Crow Wing County. Project #1552

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 21st day of March, 2016

Baxter, MN (14230 Dellwood N) LLC
Principal

By:

Lexon Insurance Company
Surety

By:
Attorney-In-Fact
Stephen T. Kazmer

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

POWER OF ATTORNEY

Bond #:1137924
Principal:Baxter, MN (14230 Dellwood N) LLC
Obilgee:City of Baxter

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: **Stephen T. Kazmer**

its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.

LEXON INSURANCE COMPANY

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 18, 1984 STATE OF TEXAS

BY _____
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
Mv Commission Expires 07-08-19

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 21st Day of March, 2016.

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 18, 1984 STATE OF TEXAS

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On March 21, 2016 before me, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Stephen T. Kazmer known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2019

Tiffany Cunniff, Notary Public
Commission No. 816980

TIFFANY CUNNIFF
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 23, 2019

DATE:03/28/2016 CK#:2515 TOTAL:$19,772.06** BANK:InSite Capital PreDev(predev)
PAYEE:City of Baxter(citbax)

Property	Account	Invoice - Date	Description	Amount
600-3071	1520-0000	3071 032216 - 03/22/2016	3/22/16 Building Permit Fee	19,772.06
				19,772.06

OCT 18 2016
-27-

For Internal Use Only
Project # 16-28
Fees Paid: $ 1800-
Escrow Paid $ 2000-
Receipt # 107295
Escrow Code

BAXTER
"A Growing Community"

CITY OF BAXTER
LAND USE APPLICATION FORM

Type of Application (check all that apply)

- ☐ Architectural Review
- ☒ Conditional Use Permit $600/$500 escrow
- ☐ Interim Use Permit
- ☒ Variance $600/500 escrow
- ☐ Sketch Plan Review
- ☐ Administrative Subdivision
- ☒ Preliminary Plat $600/$1000 escrow ~~+$50/lot (x lots)~~ (4 lots to 2)
- ☒ Final Plat
- ☐ Vacation (Street/Easements)
- ☐ Comprehensive Plan Amendment
- ☐ Zoning/Subdivision Ordinance Amendment
- ☐ Shore Land Alteration Permit
- ☐ Other

Project Name or Description: Subdivision of Mills Fleet Farm Property into two lots for the proposed subdivision plat MILLS ADDITION TO BAXTER

Property Information

Address: 14138 and 14114 Dellwood Dr. ~~N~~, Baxter, MN 56425 PID Number: 010053300DB0009, 010053300CA0009, 010053300CBA009, 010053300CBB009

Legal Description (attach if necessary): See attached Exhibit "A"

Applicant Information

Name: Same as Owner

Address: _____ (Street / City / State / Zip)

Phone (W): _____ Phone (H): _____ Fax: _____

Print or Type Name: _____ Email Address: _____

Contact Person Name (If other than applicant): _____

Phone: _____ Address: _____

Owner Information

Name: MFF Mortgage Borrower 3 LLC

Address: c/o Davidson Kempner Capital Management LP, 520 Madison Avenue, 30th Floor, New York, NY 10022 (Street / City / State / Zip)

Phone (W): (212) 446-4000 Phone (H): _____ Fax: (646) 422-3409

Print or Type Name: Mathew Feldman Email Address: mfeldman@dkpartners.com

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

Applicant's Signature _____ **Date** _____

Applicant's Printed Name _____

Owner's Signature _____ **Date** _____

Owner's Printed Name See below

MFF MORTGAGE BORROWER 3 LLC,
a Delaware limited liability company

By: MIDTOWN ACQUISITIONS GP LLC,
a Delaware limited liability
company, its Manager

By: _____
Avram Z. Friedman
Manager

Exhibit A

Legal Description

Parcel A (Parcel Number 010053300DB0009):

All of the Southwest Quarter of the Southwest Quarter, Section 5, Township 133, Range 28, except the north 366 feet thereof, and except the east 388 feet thereof, and also except that part thereof conveyed by the Warranty Deed, from Mills Properties, Inc., to the State of Minnesota, dated November 30, 1979, recorded March 27, 1980, in the office of the Crow Wing County Recorder in Book 310 of Deeds, at page 791, as Doc. No. 311318, and also except that part thereof conveyed by the Warranty Deed, from Mills Properties, Inc., to the State of Minnesota, dated September 21, 1987, recorded November 16, 1987, in the office of the Crow Wing County Recorder as Doc. No. 381905, and

That part of the Southwest Quarter of the Southwest Quarter of said Section 5 conveyed by the Quit Claim Deed, from the State of Minnesota, to Mills Properties, Inc., dated February 23, 1988, recorded March 3, 1988, in the office of the Crow Wing County Recorder as Doc. No. 384716.

Parcel B (Parcel Number 010053300CA0009):

The north 836 feet of the west 330 feet of the east 388 feet of the Southwest Quarter of the Southwest Quarter, Section 5, Township 133, Range 28, except the north 366 feet thereof.

Parcel C (Parcel Number 010053300CBA009):

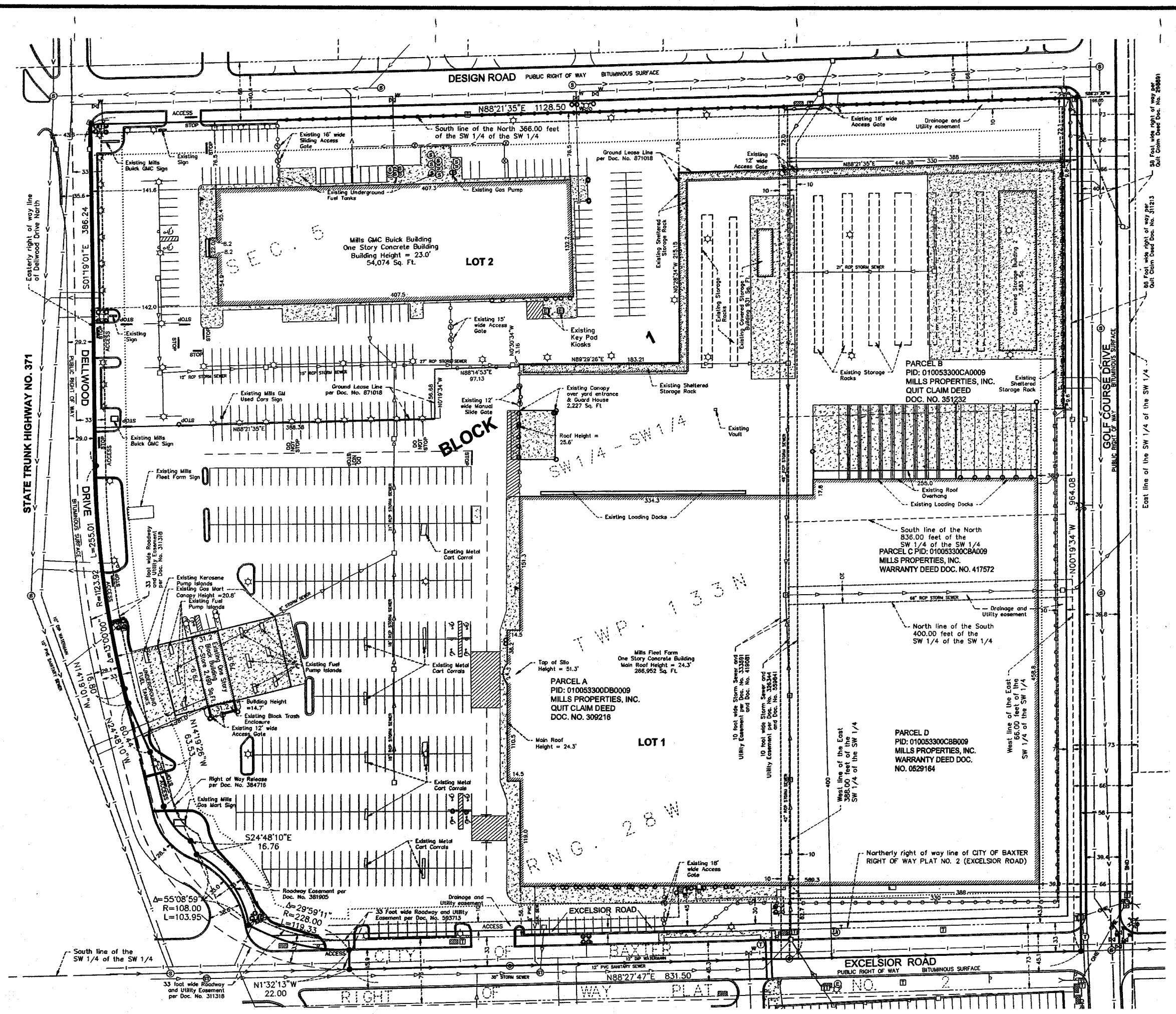
The west 330 feet of the east 388 feet of the Southwest Quarter of the Southwest Quarter, Section 5, Township 133, Range 28, except the north 836 feet thereof, and except the south 400 feet thereof.

Parcel D (Parcel Number 010053300CBB009):

The west 330.0 feet of the east 388.00 feet of the south 400.00 feet of the Southwest Quarter of the Southwest Quarter, Section 5, Township 133, Range 28.

PRELIMINARY PLAT OF

MILLS ADDITION TO BAXTER



= CATCH BASIN
= GATE VALVE
= FIRE HYDRANT
= TELE PEDESTAL
= GAS METER
= SANITARY MANHOLE
= STORM MANHOLE
= ELEC LIGHT POLE
= STORM INLET
=GUARD POST
= SANITARY CLEANOUT
= HANDICAP PARKING
= ELEC TRANSFORMER BOX
= WETLAND AREA
= FLAG POLE
= SIGN - SINGLE POST
=ELECTRIC HAND HOLE
=TELEPHONE HAND HOLE
= FENCE/GATE POST
= MAILBOX
= TELEPHONE MANHOLE
= GUY ANCHOR
= POWER POLE
= ELECTRIC KEY PAD

NORTH

0 100 200
SCALE (IN FEET)

The North line of the Southwest Quarter of the Southwest Quarter of Sec. 5, Twp. 133 N, Rng. 28 W is assumed to bear N88°21'35"E.

● = DENOTES FOUND IRON MONUMENT

= BOUNDARY LINE
= LOT LINE
= RIGHT OF WAY LINE
= EASEMENT LINE
= SECTION LINE
= QUARTER QUARTER LINE
= BUILDING SETBACK LINE
= CHAINLINK FENCE
= WOOD FENCE
= UNDERGROUND WATER LINE
= SANITARY SEWER LINE
= STORM SEWER LINE
= BOUNDARY LINE
= LOT LINE
= RIGHT OF WAY LINE
= SECTION LINE
= QUARTER LINE
= EASEMENT LINE
= BUILDING SETBACK LINE
= CONCRETE SURFACE

OWNER	MFF MORTGAGE BORROWER 3 LLC
DESCRIPTION	PART OF THE SW1/4-SW1/4 SECTION 5, TOWNSHIP 133, RANGE 28, CROW WING COUNTY, MN.
SURVEYOR	CHAD M. CONNER WIDSETH SMITH NOLTING 7804 INDUSTRIAL PARK ROAD BAXTER, MN.
AREA	23.7 ACRES
ZONING	C-2 REGIONAL COMMERCIAL DISTRICT
DATE	OCTOBER 4, 2016

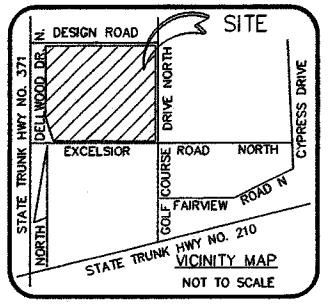
IMPERVIOUS CALCULATIONS:

LOT 1 EXISTING 95.1%

LOT 1 PROPOSED 97.6%

LOT 2 EXISTING 97.8%

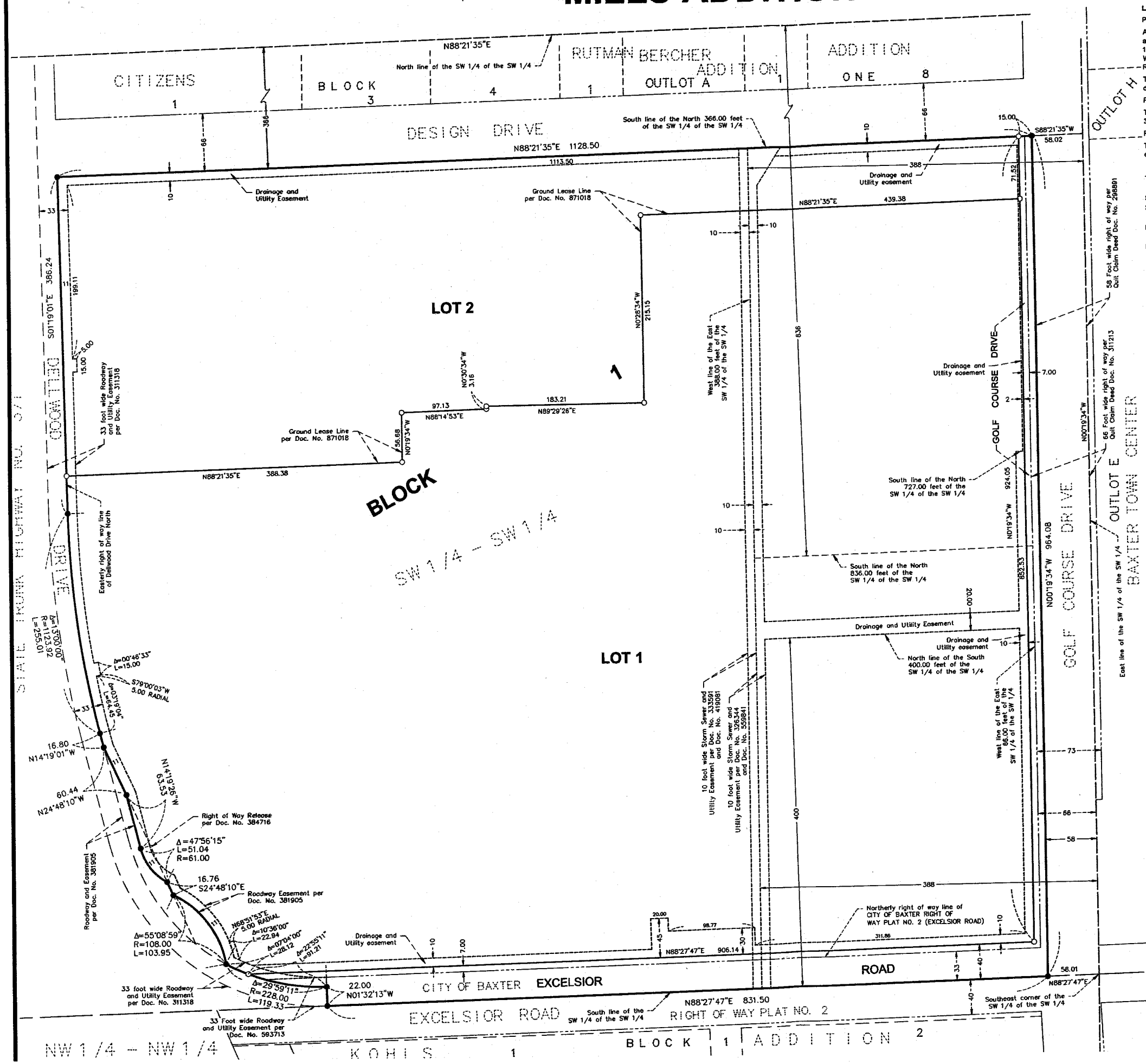
VICINITY MAP



© 2016 WIDSETH SMITH NOLTING

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

MILLS ADDITION TO BAXTER



KNOW ALL PERSONS BY THESE PRESENTS: That MFF Mortgage Borrower 3 LLC, a Delaware Limited Liability Company is the owner of the following described property situated in Crow Wing County, Minnesota:

LEGAL DESCRIPTION:

Parcel A

All of the Southwest Quarter of the Southwest Quarter, Section 5, Township 133, Range 28, except the north 366 feet thereof, and except the east 388 feet thereof, and also except that part thereof conveyed by the Warranty Deed, from Mills Properties, Inc., to the State of Minnesota, dated November 30, 1979, recorded March 27, 1980, in the office of the Crow Wing County Recorder in Book 310 of Deeds, at page 791, as Doc. No. 311318, and also except that part thereof conveyed by the Warranty Deed, from Mills Properties, Inc., to the State of Minnesota, dated September 21, 1987, recorded November 16, 1987, in the office of the Crow Wing County Recorder as Doc. No. 381905, and

That part of the Southwest Quarter of the Southwest Quarter of said Section 5 conveyed by the Quit Claim Deed, from the State of Minnesota, to Mills Properties, Inc., dated February 23, 1988, recorded March 3, 1988, in the office of the Crow Wing County Recorder as Doc. No. 384716.

Parcel B

The north 836 feet of the west 330 feet of the east 388 feet of the Southwest Quarter of the Southwest Quarter, Section 5, Township 133, Range 28, except the north 366 feet thereof.

Parcel C

The west 330 feet of the east 388 feet of the Southwest Quarter of the Southwest Quarter, Section 5, Township 133, Range 28, except the north 836 feet thereof, and except the south 400 feet thereof.

Parcel D

The west 330.0 feet of the east 388.00 feet of the south 400.00 feet of the Southwest Quarter of the Southwest Quarter, Section 5, Township 133, Range 28.

Subject to easements, reservations or restrictions of record, if any.
Subject to mineral reservations of record, if any.

Have caused the same to be surveyed and platted as MILLS ADDITION TO BAXTER and do hereby dedicate the drainage and utility easements as created by this plat.

IN WITNESS WHEREOF, said MFF Mortgage Borrower 3 LLC, a Delaware Limited Liability Company has caused these presents to be signed by its proper officer this_____ day of _____, 20___.

SIGNED: MFF Mortgage Borrower 3 LLC

_____

State of _____
County of _____

This instrument was acknowledged before me on _____ by _____,

_____ of MFF Mortgage Borrower 3 LLC, a Delaware Limited Liability Company.

_____

_____ Notary Public
PRINT NAME

_____ County, _____

My Commission Expires: _____

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

Dated this_____ day of _____, 20___.

_____
Chad M. Conner, Licensed Land Surveyor
Minnesota License Number 41643

State of Minnesota
County of Crow Wing

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

_____

_____ Notary Public
PRINT NAME

_____ County, _____

My Commission Expires: _____

This plat of MILLS ADDITION TO BAXTER was approved and accepted by the City Council of the City of Baxter,

Minnesota, at a regular meeting thereof held this _____ day of _____, 20___, and said plat is in compliance with the provisions of the Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor By: _____ City Administrator/City Clerk

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

_____
Auditor/Treasurer
Crow Wing County, Minnesota

NORTH

0 60 120
SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON CROW WING COUNTY COORDINATE DATABASE NAD 83

● = DENOTES FOUND IRON MONUMENT

○ = DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE MONUMENT SET AND MARKED RLS # 41643

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

Northwoods Crossing Development Traffic Study

For:

City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

October 25, 2016

Approved By the Baxter City Council _____

Prepared By:

WSB & Associates, Inc.
15574 Edgewood Drive
Suite #103
Baxter, MN 56401
Phone: (218) 824-3960

CERTIFICATION

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the State of Minnesota.

Charles T. Rickart, P.E.

Date: October 25, 2016 Reg. No. 26082

TABLE OF CONTENTS

CERTIFICATION 1
TABLE OF CONTENTS 2
LIST of FIGURES / TABLES 2
INTRODUCTION / BACKGROUND 3
EXISTING CONDITIONS 6
TRAFFIC PROJECTIONS 11
TRAFFIC IMPACT ANALYSIS 21
SITE PLAN REVIEW 26
CONCLUSIONS / RECOMMENDATIONS 27

LIST of FIGURES / TABLES

Figure 1 - Location Map 4
Figure 2 – Proposed Site Plan 5
Figure 3 – 2016 Existing Conditions (1) 9
Figure 4 – 2016 Existing Conditions (2) 10
Figure 5 – Projected 2018 No-Build Conditions (1) 13
Figure 6 – Projected 2018 No-Build Conditions (2) 14
Figure 7 – Projected 2030 No-Build Conditions (1) 15
Figure 8 – Projected 2030 No-Build Conditions (2) 16
Figure 9 – Projected 2018 Build Conditions (1) 17
Figure 10 – Projected 2018 Build Conditions (2) 18
Figure 11 – Projected 2030 Build Conditions (1) 19
Figure 12 – Projected 2030 Build Conditions (2) 20
Figure 13 – Level of Service Ranges 22

Table 1 – Crash Summary 8
Table 2 – Proposed Site Traffic Generation 11
Table 3 – 2016 Existing Conditions Level of Service 22
Table 4 – Projected No-Build Level of Service 23
Table 5 – Projected Build Level of Service 24

INTRODUCTION / BACKGROUND

The purpose of this study is to determine the potential transportation impacts for the development of the old Wells Fargo site, now Northwoods Crossing Development, on Dellwood Drive north of Woida Road, between the Country Inn and Suites Hotel and Culvers Restaurant adjacent to Menards. ***Figure 1*** shows the proposed project location.

The proposed Northwoods Crossing Development is anticipated to consist of two buildings with a mixture of service retail and restaurant uses. All access from the site will be through driveway connections to Dellwood Drive; one full movement direct access to Dellwood Drive, and one shared driveway with Menards across from the existing Culvers driveway. The proposed site plan is shown on ***Figure 2***.

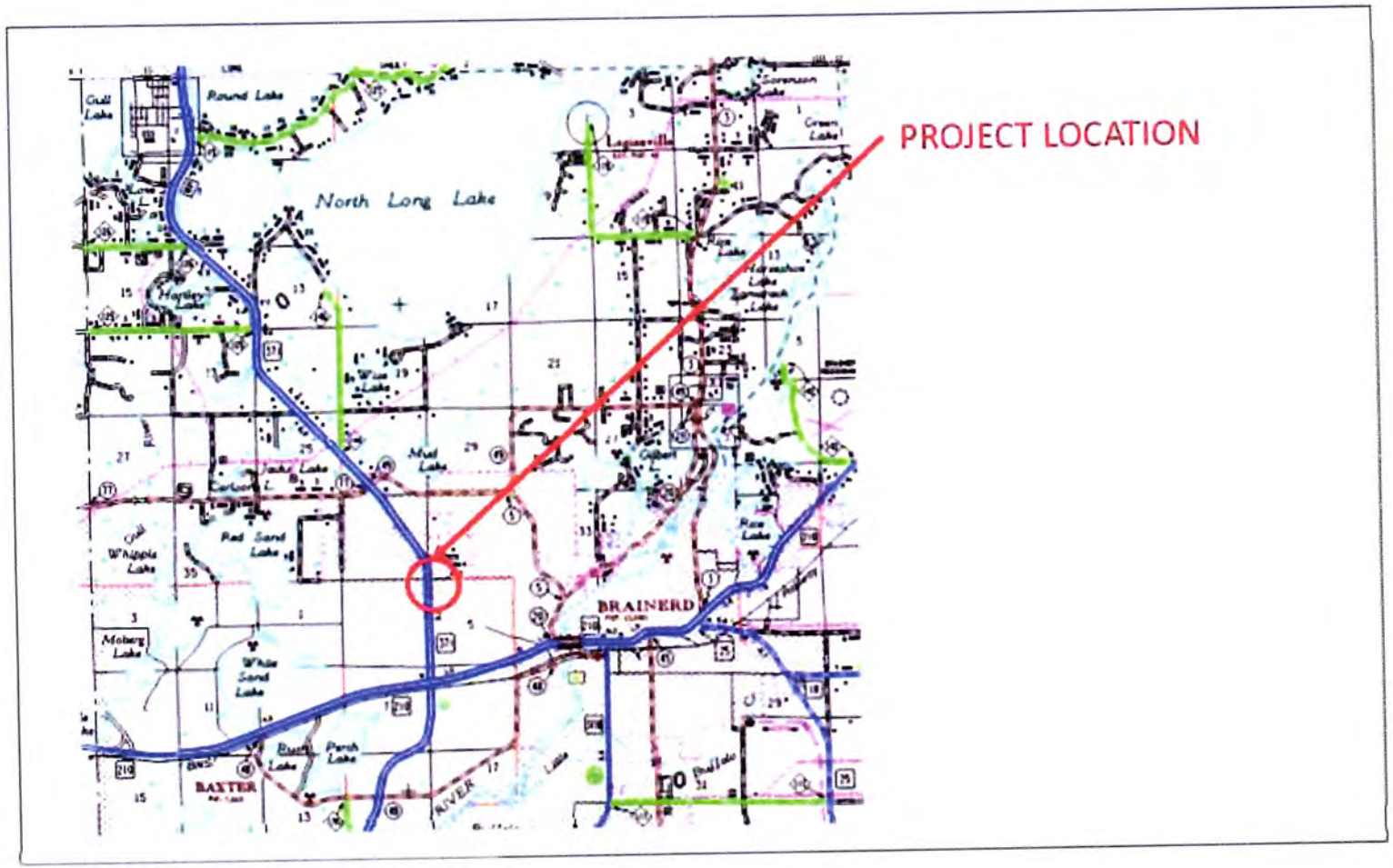
The transportation impacts of the existing and proposed traffic conditions were evaluated at the following intersections:

- Dellwood Drive at Whispering Woods Lane
- Dellwood Drive at Menards north access/Applebee's access
- Dellwood Drive at Menards south access/Culvers access
- Dellwood Drive at Country Inn and Suites access
- Dellwood Drive at Holiday gas station access
- Dellwood Drive at Woida Road
- TH 371 at Woida Road

The Traffic Engineering Review and Analysis in this Study was conducted to determine the impacts the site would have on the area traffic operations, lane geometry/traffic control and access locations.

The following sections of this report outline the findings of this study including:

- Documentation of existing traffic conditions in the area, and;
- Projecting future traffic for the proposed Northwood Crossing Development and anticipated future area development, and;
- Determining lane configuration needs at the primary driveways and intersections along the corridor, and;
- Developing conclusions and recommendations with respect to the existing and future roadway configurations in the corridor.



BAXTER

"A Growing Community"

Northwoods Crossing Development
City of Baxter, MN

Figure 1
Project Area

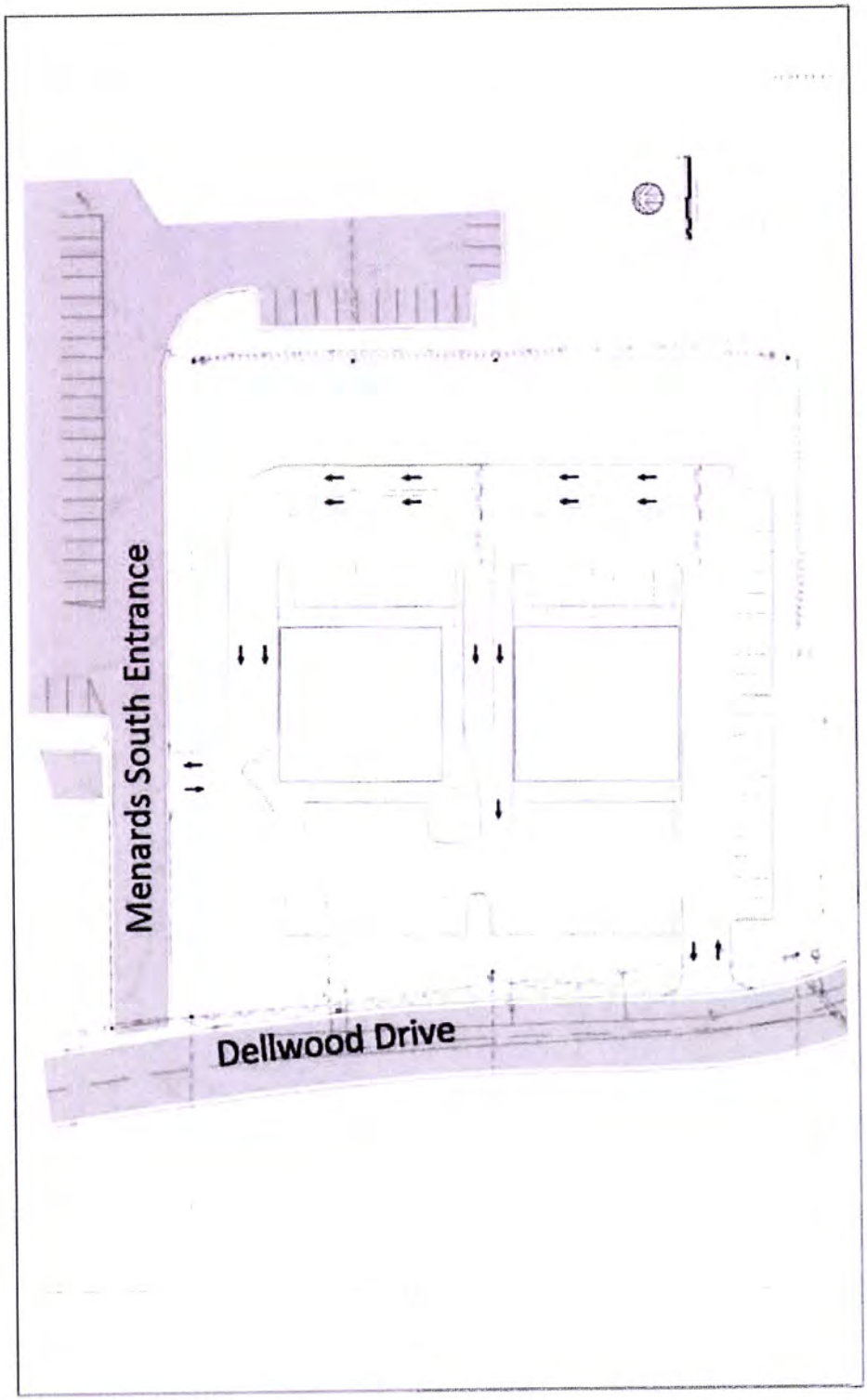


Figure 2
Site Development Plan

Northwoods Crossing Development
City of Baxter, MN

BAXTER
"A Growing Community"

EXISTING CONDITIONS

A. *Land Use*

The existing land use in the study area consists primarily of commercial and retail uses adjacent to TH 371, Dellwood Drive and Woida Road.

B. *Roadway Characteristics*

Woida Road is an east/west street extending from Garrett Lane on the west to Golf Course Drive on the east. East of Dellwood Drive, Woida Road has a typical 36 foot cross section with two lanes in each direction. Between Dellwood Drive and TH 371, Woida Road widens to an approximate 70 foot cross section to accommodate turn lanes at TH 371 and Dellwood Drive. Traffic signal control is provided at the TH 371 intersection. All other intersections are Stop Sign controlled. A 30mph speed limit is posted on Woida Road east of TH 371.

Dellwood Drive is a north/south street extending from Excelsior Road on the south to Wise Road (CR 49) on the north, as the east service road to TH 371. Dellwood Drive has a primary 36 foot two-lane urban cross section with no turn lanes. It provides access to the businesses adjacent to TH 371 with controlled intersections at the major cross streets accessing TH 371 including Woida Road. Dellwood Drive was reconstructed north of Whispering Woods Lane and south of South Menards Access in 2015. A 30mph speed limit is posted on Dellwood Drive.

The lane configurations at each of the study area intersections are as follows:

Dellwood Drive at Whispering Woods Lane – Side Street Stop control
- NB Dellwood Dr approaching Whispering Woods Ln - one right/through/left
- SB Dellwood Dr approaching Whispering Woods Ln – one right/through/left
- WB Whispering Woods Ln approaching Dellwood Dr –one right/through/left

Dellwood Drive at Menards North Access/Applebee's – Side Street Stop control
- NB Dellwood Dr approaching Menards N. Access - one right/through/left
- SB Dellwood Dr approaching Menards N. Access - one right/through/left
- WB Menards N. Access approaching Dellwood Dr –one right/through/left

Dellwood Drive at Menards South Access/Culvers – Side Street Stop control
- NB Dellwood Dr approaching Menards Access – one right/through/left
- SB Dellwood Dr approaching Menards Access - one right/through/left
- WB Menards Access approaching Dellwood Dr – one right/through/left

Dellwood Drive at Country Inn and Suites Access – Side Street Stop control
- NB Dellwood Dr approaching Hotel Access - one right/through/left
- SB Dellwood Dr approaching Hotel Accesse – one right/through/left
- WB Hotel Access approaching Dellwood Dr – one right/through/left

Dellwood Drive at Holiday Gas Access – Side Street Stop control
NB Dellwood Dr approaching Holiday Access - one right/through/left
SB Dellwood Dr approaching Holiday Access – one right/through/left
WB Holiday Access approaching Dellwood Dr – one right/through/left

Dellwood Drive at Woida Road – Side Street Stop control
NB Dellwood Dr approaching Woida Rd – one right/through, one left
SB Dellwood Dr approaching Woida Rd – one right/through, one left
WB Woida Rd approaching Dellwood Dr – one right/through/left
EB Woida Rd approaching Dellwood Dr – one right, one through/left

TH 371 at Woida Road – Traffic Signal control
NB 371 approaching Woida Rd – one right, two through, one left
SB 371 approaching Woida Rd – one right, two through, two left
WB Woida Rd approaching TH 371 – one free right, one through, one left
EB Woida Rd approaching TH 371 – one free right, one through, one left

The existing roadway geometrics including the intersection traffic control, is shown on ***Figure 3*** and ***Figure 4.***

C. Traffic Volumes

AM and PM peak hour turning movements and daily counts were conducted during the week of October 3rd, 2016. These counts were used as the existing baseline conditions for the area. ***Figure 3*** and ***Figure 4*** shows the existing intersections that were analyzed as part of this, with the existing 2016 AM and PM peak hour and traffic volumes.

D. Crash Data

The crash data included with this study was obtained using the Minnesota Crash Mapping Analysis Tool (MnCMAT) developed by MnDOT. The database includes crashes reported to MnDOT by local law enforcement agencies.

The crash data presented are for the years of 2013-2015. The MnCMAT database does not provide access to the original handwritten crash reports which contain some details that are not represented in the MnCMAT database. Crashes that resulted in damages under $1000 may not be included in the database results as well.

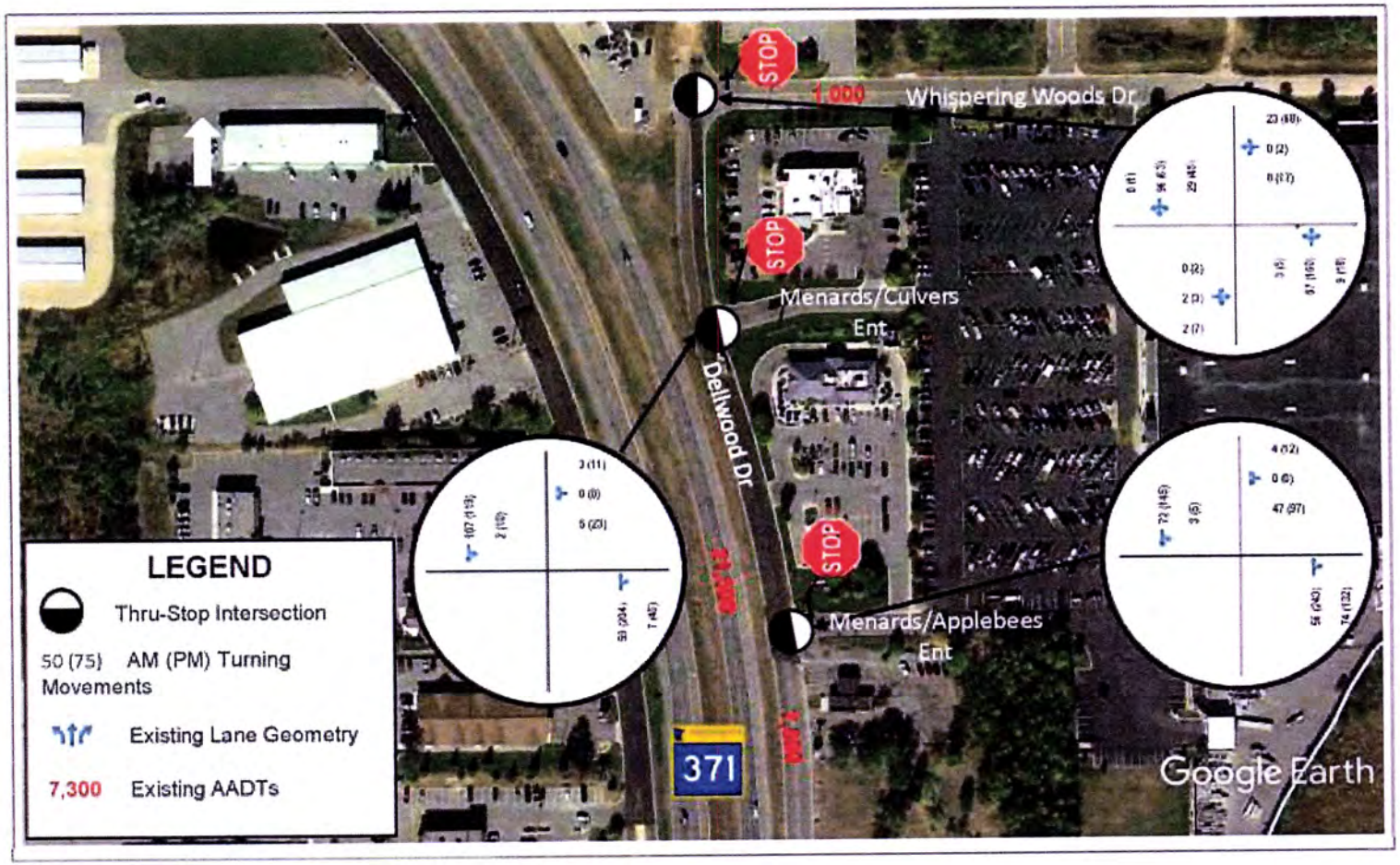
The results indicate that only the intersection of Woida Road at Dellwood Drive and TH 371 at Woida Road had reported crashes. In both cases the calculated accident and severity rates are above the MnDOT Metro and Statewide averages. In general, the types of crashes include:

- Rear end crashes of vehicles stopped or slowing down to make left or right turns.
- Right angle crashes of vehicles pulling out from a side street or driveway.
- Left turn crashes of vehicles turning in front of another vehicle.

A summary of the existing crash data is shown in ***Table 1.***

Table 1 – Crash Summary

Intersection	2013		2014		2015		Total Crashes
	PD	PI	PD	PI	PD	PI	
Dellwood Dr at Woida Rd	1	0	1	1	0	2	5
TH 371 at Woida Rd	18	5	12	4	21	10	70

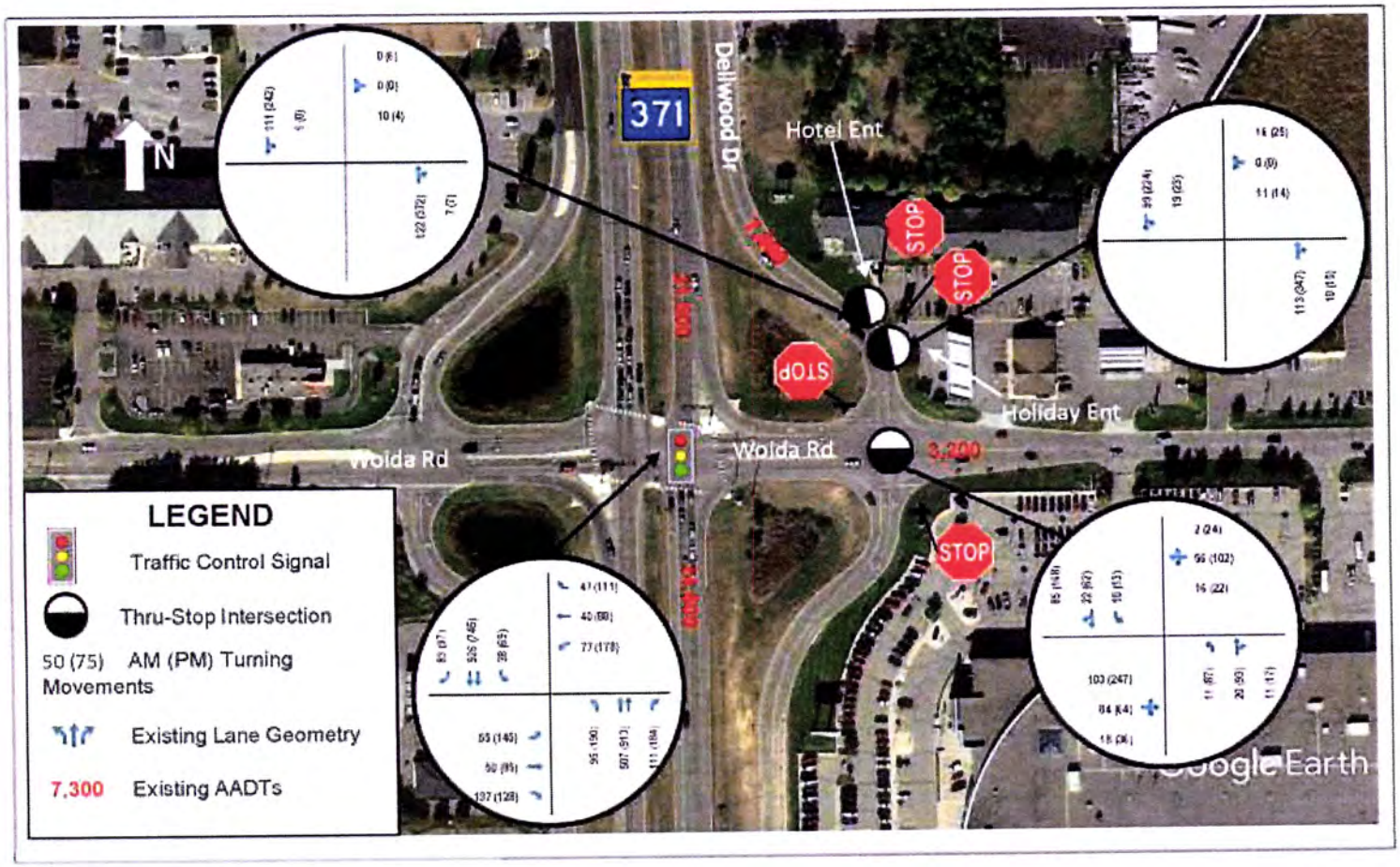


BAXTER

"A Growing Community"

Northwoods Crossing Development
City of Baxter, MN

Figure 3
Existing Conditions
Turning Movements



BAXTER

"A Growing Community"

Northwoods Crossing Development
City of Baxter, MN

Figure 4
Existing Conditions
Turning Movements

TRAFFIC PROJECTIONS

In order to analyze the lane configuration and traffic control needs, projected traffic volumes were determined for the area. Projected 2018 and 2030 traffic volumes were determined based on proposed anticipated future development land use in the area and the City's current Transportation Plan. The following sections outline the traffic generation from the study area, as well as the traffic distribution and projected traffic volumes.

A. Traffic Generation

Traffic growth in the vicinity of a proposed site will occur between existing conditions and any given future year due to other development within the region. This background growth must be accounted for and included in future year traffic forecasts. Reviewing the historical traffic counts in the area, traffic has stayed somewhat constant or dropped in the past few years. However, in order to account for some background growth in traffic the Crow Wing County State Aid traffic growth projection factor of 1.7 over a 20 year period was used to project traffic from the 2016 counts to the 2018 and 2030 analysis years.

The estimated trip generation from the proposed Northwoods Crossing Development project is shown in ***Table 2.*** The trip generation used to estimate the proposed site traffic is also based on rates for other similar land uses as documented in the Institute of Transportation Engineers *Trip Generation Manual, 9th* Edition. The table shows the weekday AM and PM peak hour trip generation for the proposed development.

Table 2 - Estimated Dellwood Drive Development Site Trip Generation

			AM Peak Hour			PM Peak Hour		
Planned Use	**Size**	**Unit**	**Total**	**In**	**Out**	**Total**	**In**	**Out**
Retail (2 sites)	2,000 ea	SF	28	14	14	20	12	8
Restaurant without drive through (2 sites)	40 ea	Seats	176	106	70	106	54	52
Restaurant with drive through	25	Seats	107	55	52	95	49	46
Coffee Shop with drive through	20	Seats	203	99	104	73	37	36
Total New Trips			**514**	**274**	**240**	**294**	**152**	**142**

Source: Institute of Transportation Engineers Trip Generation Manual, 9th Edition

B. *Traffic Distribution*

Area generated trips were distributed to the adjacent roadway system based on several factors including:

- Previous traffic and transportation studies in the area.
- Anticipated origins and destinations for specific land use (i.e. location of commercial uses in relationship to residential).
- Existing travel patterns and future roadway connections.

Based on these parameters the following general traffic distribution was used to distribute the projected traffic volumes along in the Dellwood Drive area:

- 10% to/from the north on Dellwood Drive
- 20% to/from north on TH 371
- 15% to/from south on Dellwood Drive
- 35% to/from south on TH 371
- 10% to/from the east on Woida Road
- 10% to/from the west on Woida Road

C. *Projected Traffic Volumes*

Traffic forecasts were prepared for the year 2018 which is the year after the initial phase the proposed development is anticipated to be completed and for the 2030 conditions the Comprehensive Plan year which represents the full development of the area.

The traffic forecasts were prepared by adding the projected annual background traffic growth and the projected non-development traffic growth to the existing 2016 traffic counts to determine the "No-Build" traffic conditions. The proposed development traffic was then added to the no-build traffic conditions to determine the 2018 and 2030 Build traffic conditions. ***Figures 5 - 12*** shows the projected 2018 and 2030 No-Build and Build AM and PM peak hour traffic volumes.

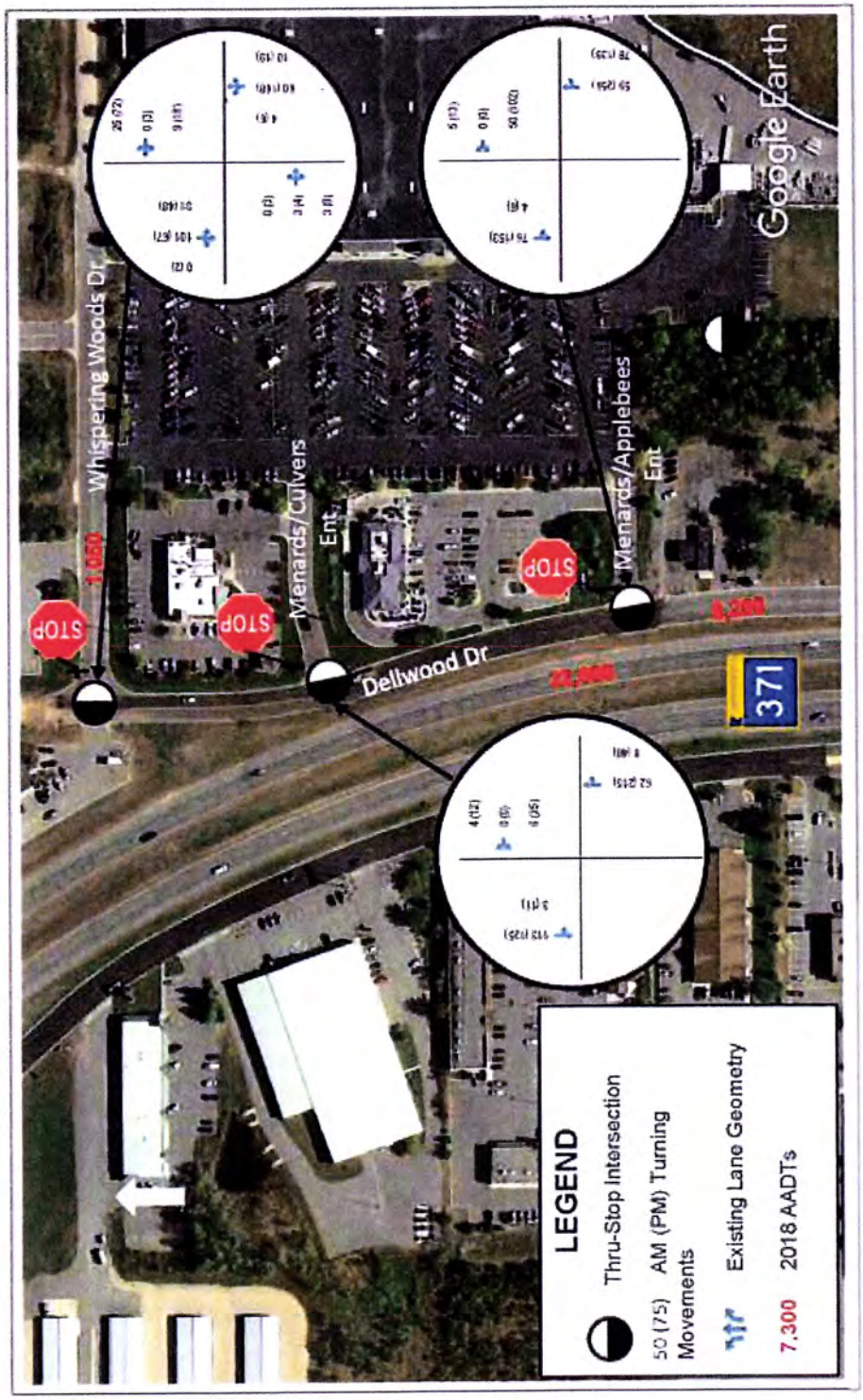
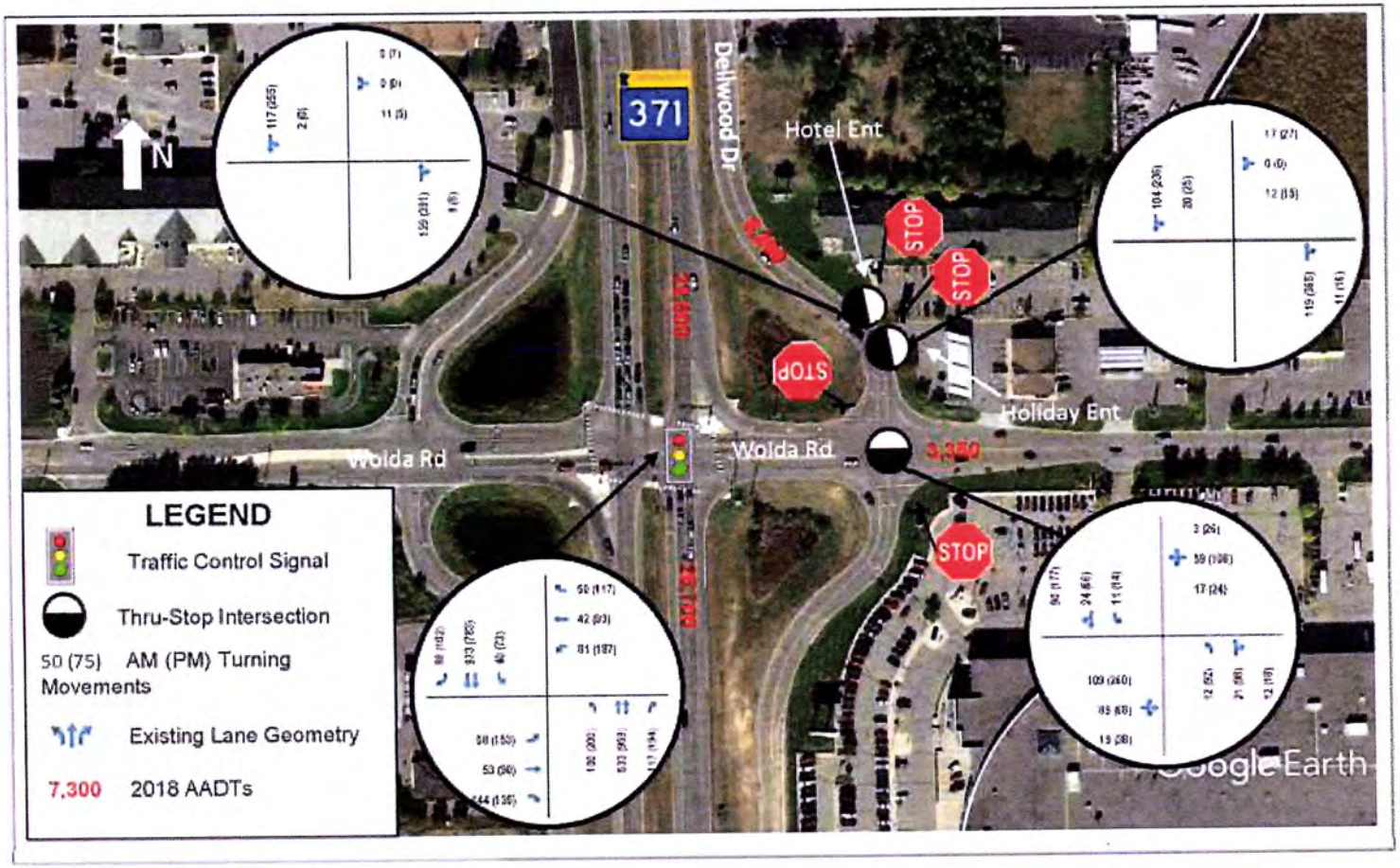


Figure 5
2018 No-Build Conditions Turning Movements

Northwoods Crossing Development
City of Baxter, MN

BAXTER
"A Growing Community"



BAXTER

"A Growing Community"

Northwoods Crossing Development
City of Baxter, MN

Figure 6
2018 No-Build Conditions
Turning Movements

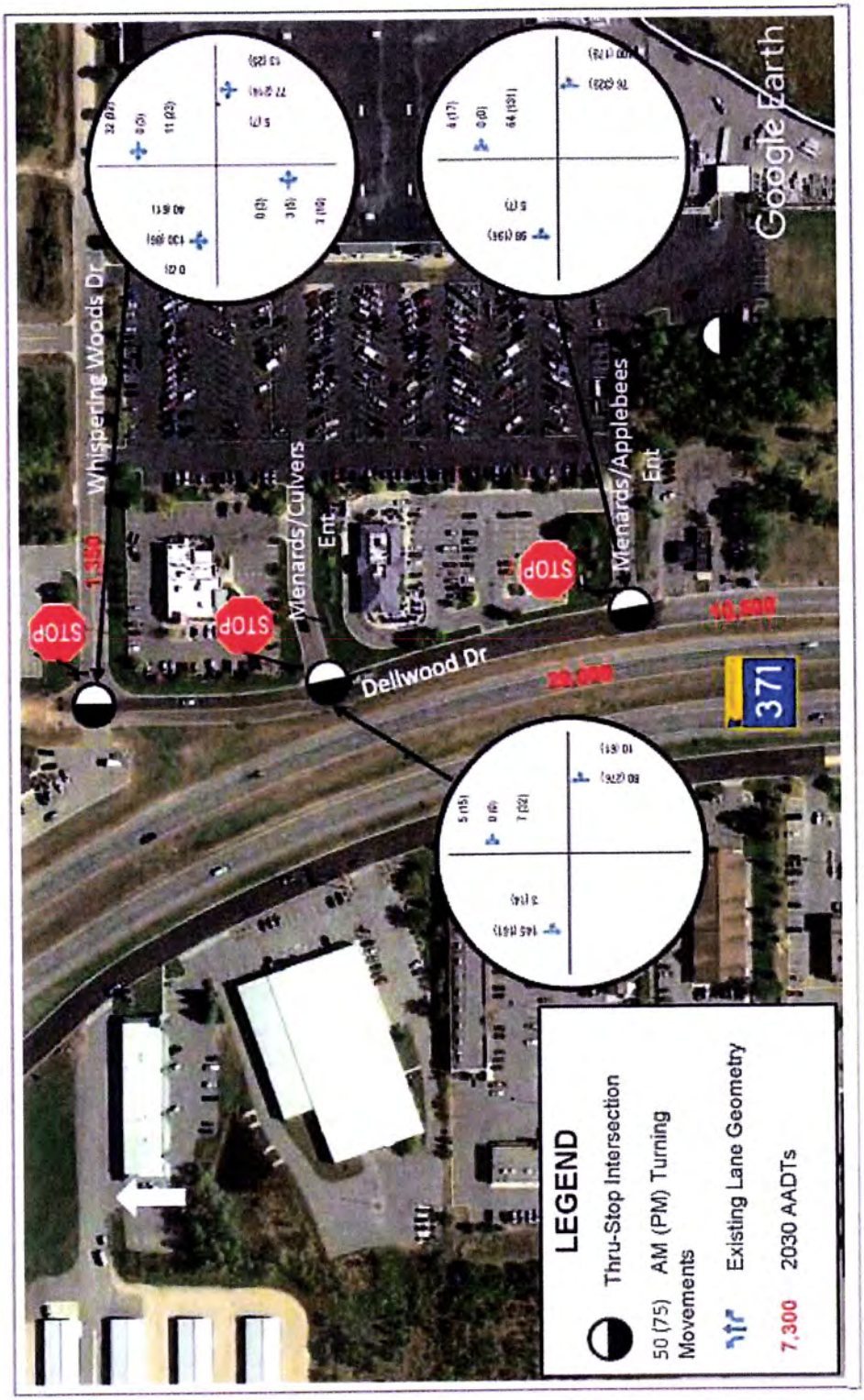


Figure 7
2030 No-Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN

BAXTER
"A Growing Community"

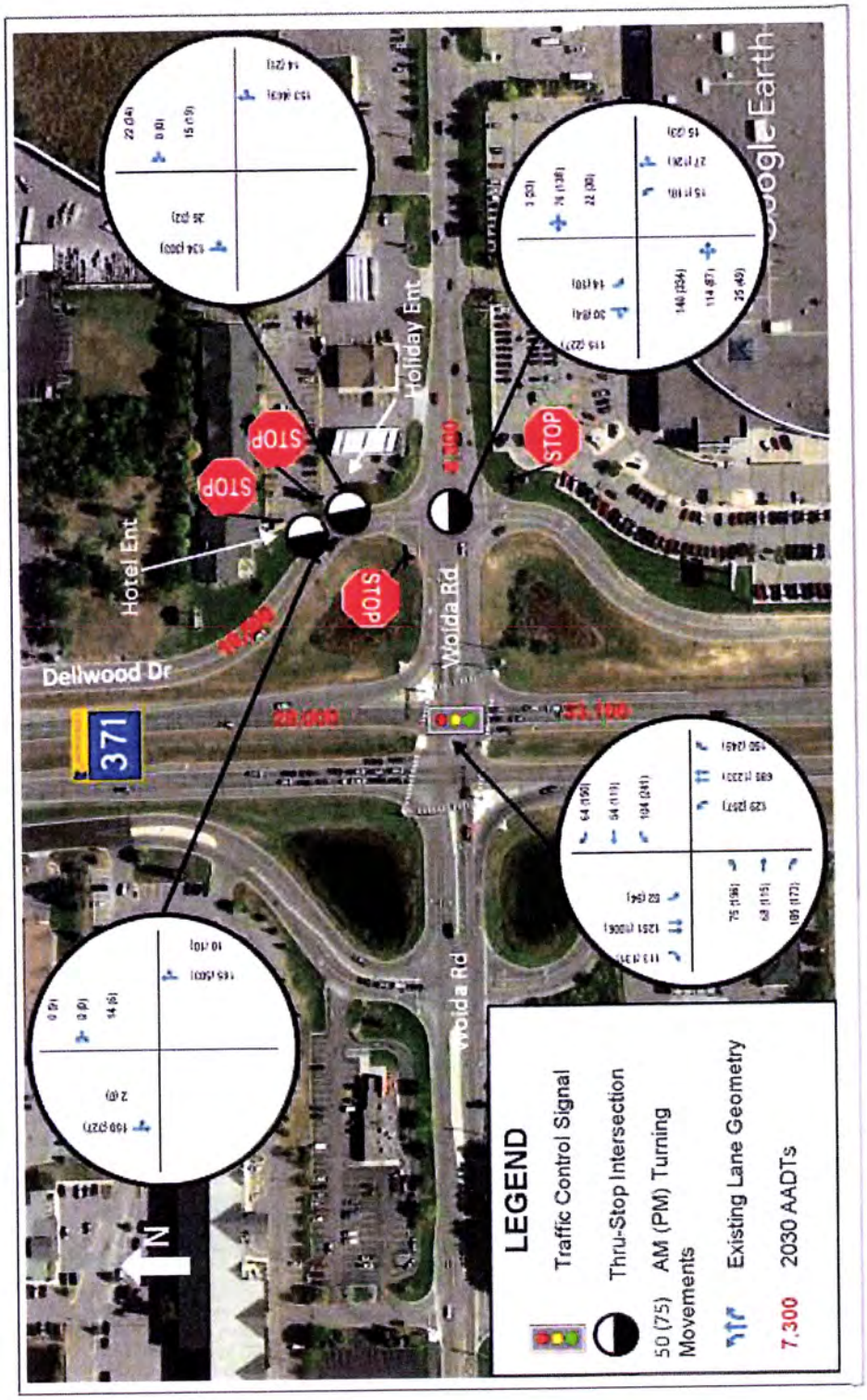


Figure 8
2030 No-Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN

BAXTER
"A Growing Community"

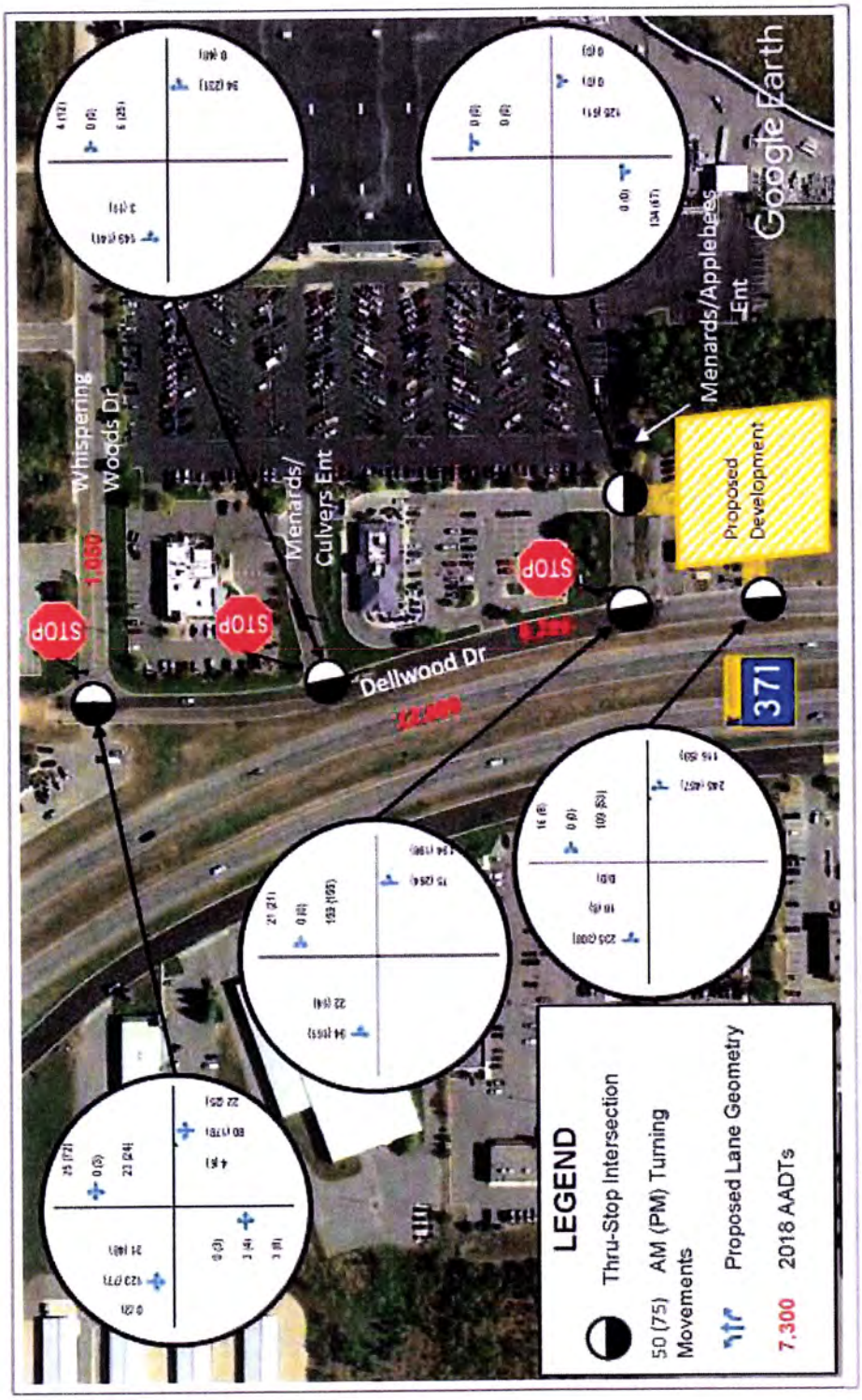


Figure 9
2018 Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN

BAXTER
"A Growing Community"

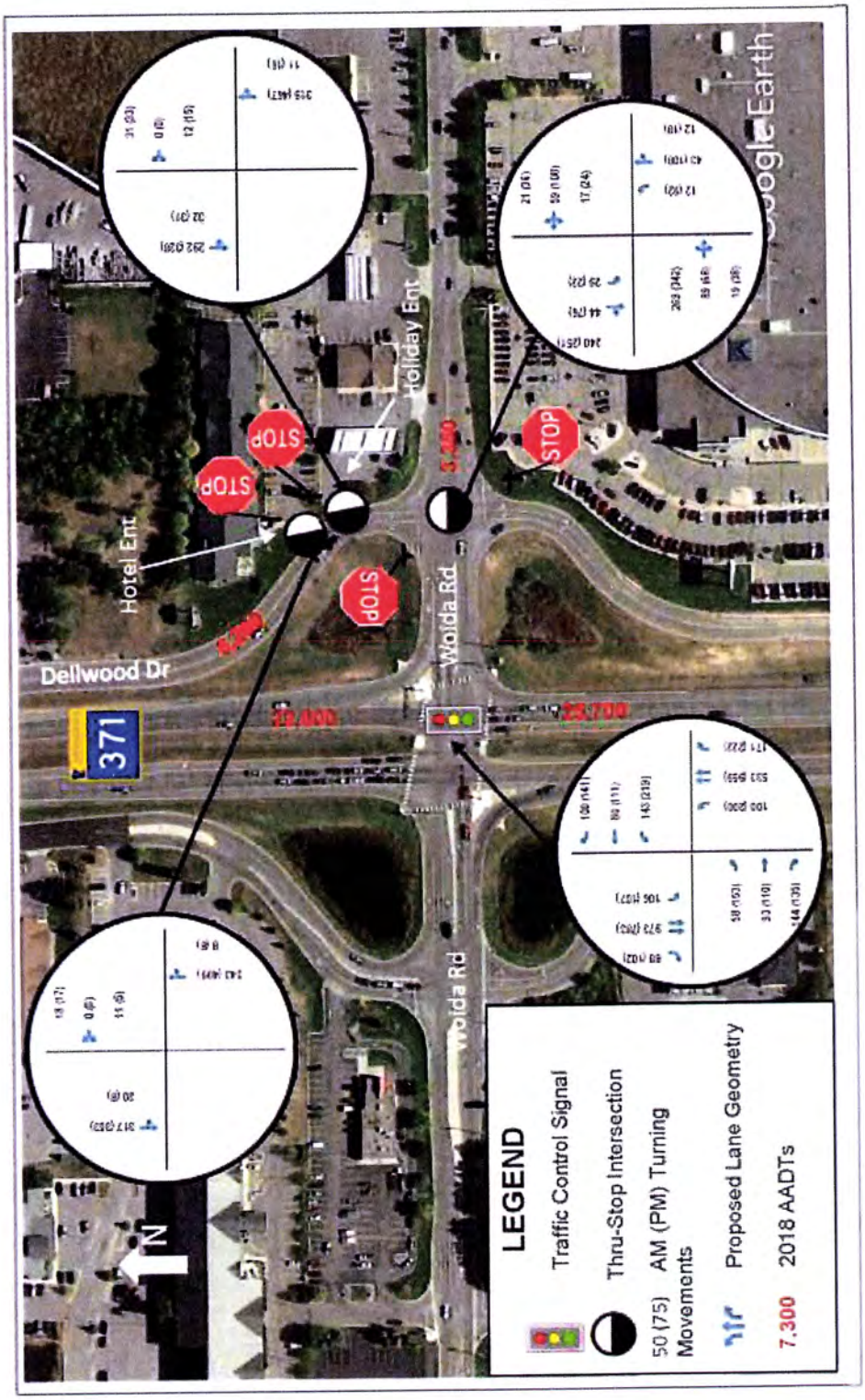


Figure 10
2018 Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN

BAXTER
"A Growing Community"

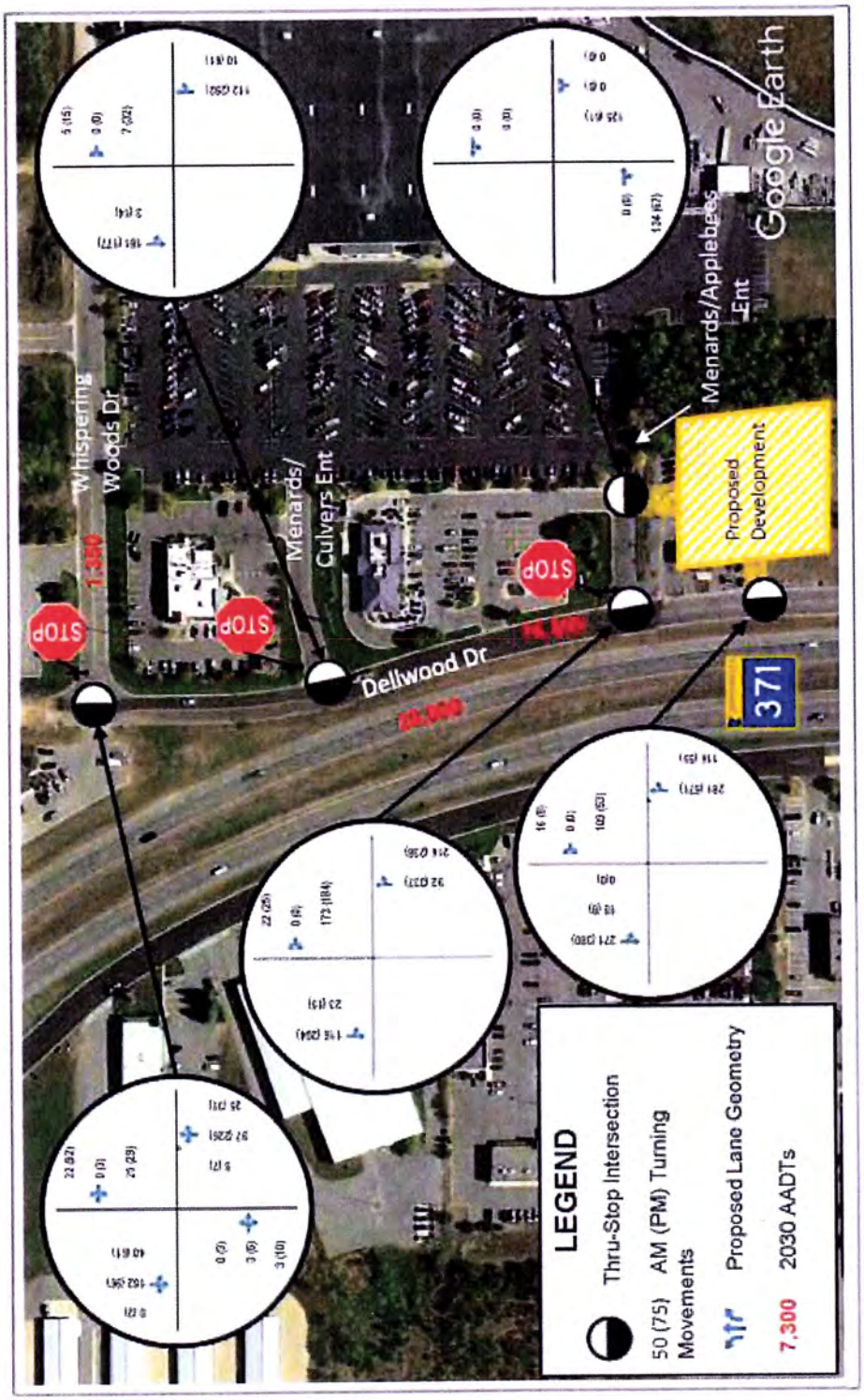


Figure 11
2030 Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN

BAXTER
"A Growing Community"

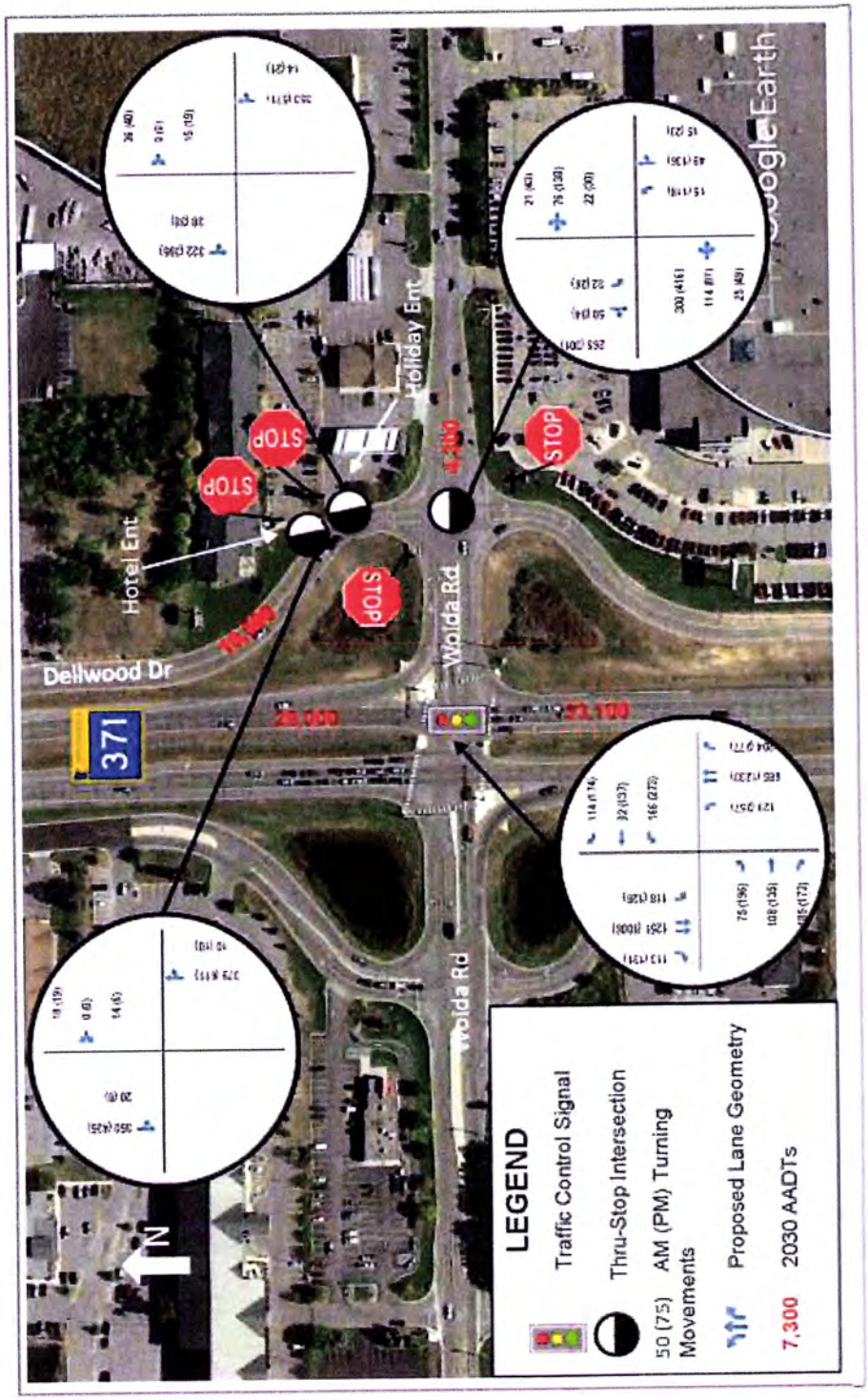


Figure 12
2030 Build Conditions
Turning Movements

Northwoods Crossing Development
City of Baxter, MN

BAXTER
"A Growing Community"

TRAFFIC IMPACT ANALYSIS

Existing and/or forecasted traffic operations were evaluated for the intersections and driveway in the study area. The analysis was conducted for the following scenarios:

1. Existing 2016
2. Projected 2018 No-Build
3. Projected 2018 Build
4. Projected 2030 No-Build
5. Projected 2030 Build

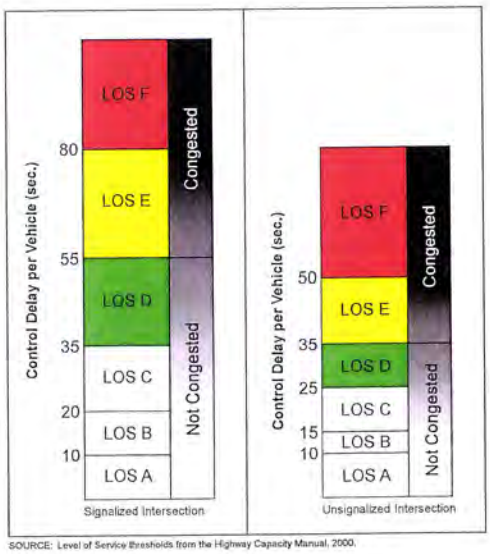
This section describes the methodology used to assess the operations and provides a summary of traffic operations for each scenario.

A. Methodology

The intersections in the corridor were evaluated during the AM and PM peak hours using Synchro/SimTraffic micro simulation software. The results are derived from established methodologies documented in the Highway Capacity Manual (HCM) 2010. The software was used to evaluate the characteristics of the roadway network including lane geometrics, turning movement volumes, traffic control and signal timing. In addition, the signal timing parameters for future year conditions were optimized using Synchro. This information was then transferred to SimTraffic (the traffic simulation model) to estimate average peak hour vehicle delays and queues.

One of the primary measures of effectiveness used to evaluate intersection traffic operations, as defined in the HCM, is Level of Service (LOS) – a qualitative letter grade, A – F, based on seconds of vehicle delay due to a traffic control device at an intersection. By definition, LOS A conditions represent high quality operations (i.e., motorists experience very little delay or interference) and LOS F conditions represent very poor operations (i.e., extreme delay or severe congestion). ***Figure 13*** depicts a graphical interpretation of delay times that define level of service. The delay thresholds are lower for un-signalized intersections than signalized intersections due to the public's perception of acceptable delays for different traffic controls as indicated in the HCM. In accordance with the Minnesota Department of Transportation (MnDOT) guidelines, this analysis used the LOS D/E boundary as an indicator of acceptable traffic operations.

Figure 13: Level of Service Ranges for Signalized and Un-signalized Intersections



SOURCE: Level of Service thresholds from the Highway Capacity Manual, 2000.

Existing Level of Service Summary

Table 3 - 2016 Existing Conditions shown below, summarizes the existing LOS at the primary intersections and driveways in the study area assuming the current lane geometry, traffic control and 2016 traffic volumes. The analysis results show that all intersection and driveways are operating at an overall LOS C or better during both the weekday AM and PM peak hours with all movements operating at LOS D or better, except the northbound left turn from TH 371 to westbound Woida Road in the PM Peak Hour which is operating at a LOS E.

Table 3: 2016 Existing Conditions Level of Service Summary

Intersection	AM Peak Hour		PM Peak Hour	
	LOS	Overall Delay (sec/veh)	LOS	Overall Delay (sec/veh)
Dellwood Dr at Whispering Woods Ln	A (A)	1	A (A)	1
Dellwood Dr at Menards N Access	A (A)	1	A (A)	1
Dellwood Dr at Menards/Culvers Access	A (A)	1	A (A)	2
Dellwood Dr at Hotel Access	A (A)	1	A (A)	1
Dellwood Dr at Holiday Access	A (A)	1	A (A)	1
Dellwood Dr at Woida Rd	A (A)	3	A (B)	5
TH 371 at Woida Rd	B (D)	15	C (E)	31

A (A) – Overall LOS (Worst Movement LOS)

Forecasted Traffic Operations

A capacity and LOS analysis was completed for the study area intersections and driveways for 2018 which is the year after the proposed initial development would be completed and for the 2030 condition which represents the 20 year design timeframe assumed to be full development of the area. The results of the analysis are discussed below.

Table 4 – No Build Level of Service Summary, shows that all intersection and driveways will be operating at an overall LOS D or better in 2018 and 2030 during both the weekday AM and PM peak hours with the existing intersection geometrics and traffic control, except TH 371 at Woida Road in the PM Peak Hour by the year 2030. With the increase in traffic, some movements will be operating at LOS E and F, specifically at the intersections of TH 371 and Woida Road.

The specific movements at LOS E or F are:

- 2018:
  - NB left turn from TH 371 to WB Woida Road, AM = LOS D, PM = LOS E
  - SB left turn from TH 371 to EB Woida Road, PM = LOS E
- 2030
  - NB left turn from TH 371 to WB Woida Road, AM = LOS E, PM = LOS F
  - SB left turn from TH 371 to EB Woida Road, AM = LOS E, PM = LOS F

Table 4: No Build Condition Level of Service Summary

Intersection	2018				2030			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Dellwood Dr at Whispering Woods Ln	A (A)	1	A (A)	1	A (A)	1	A (A)	1
Dellwood Dr at Menards N Access	A (A)	1	A (A)	1	A (A)	1	A (A)	1
Dellwood Dr at Menards/Culvers Access	A (A)	1	A (A)	2	A (A)	1	A (C)	6
Dellwood Dr at Hotel Access	A (A)	1	A (B)	1	A (A)	1	B (C)	10
Dellwood Dr at Holiday Access	A (A)	1	A (C)	3	A (A)	1	B (C)	12
Dellwood Dr at Woida Rd	A (A)	3	A (B)	6	A (A)	3	B (C)	14
TH 371 at Woida Rd	B (D)	17	D (E)	44	D (E)	48	E (F)	56

A (A) – Overall LOS (Worst Movement LOS)

Table 5 – Projected Build Level of Service Summary, shows that, similar to the no-build conditions, all intersection and driveways will be operating at an overall LOS D or better in 2018 and 2030 during both the weekday AM and PM peak hours with the existing intersection geometrics and traffic control, except TH 371 at Woida Road in the PM Peak Hour by the year 2030. With the increase in traffic, some movements will be operating at LOS E and F, specifically at the intersections of TH 371 and Woida Road and Woida Road at Dellwood Drive.

The specific movements at LOS D, E or F are:

- 2018:
  - NB left turn from TH 371 to WB Woida Road, AM = LOS D, PM = LOS E
  - SB left turn from TH 371 to EB Woida Road, PM = LOS E
- 2030
  - WB left turn from Menards No Access to Dellwood Dr, PM = LOS D
  - WB left turn from Hotel Access to Dellwood Dr, PM = LOS D
  - WB left turn from Holiday Gas Access to Dellwood Dr, PM = LOS D
  - EB left turn from Woida Rd to Dellwood Dr, PM = LOS E
  - NB left turn from TH 371 to WB Woida Road, AM = LOS E, PM = LOS F
  - SB left turn from TH 371 to EB Woida Road, AM = LOS E, PM = LOS F

Table 5: Build Condition Level of Service Summary

Intersection	2018				2030			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Dellwood Dr at Whispering Woods Ln	A (A)	1	A (A)	1	A (A)	1	A (A)	2
Dellwood Dr at Menards N Access	A (A)	1	A (A)	1	A (A)	1	A (B)	3
Dellwood Dr at Menards/Culvers Access	A (A)	3	A (A)	3	A (A)	3	C (D)	18
Dellwood Dr at Site Access	A (A)	1	A (B)	5	A (B)	2	B (C)	12
Dellwood Dr at Hotel Access	A (A)	2	A (B)	5	A (A)	3	C (D)	20
Dellwood Dr at Holiday Access	A (A)	2	A (C)	8	A (C)	4	C (D)	18
Dellwood Dr at Woida Rd	A (B)	4	B (C)	10	A (B)	6	D (E)	26
TH 371 at Woida Rd	B (D)	18	D (E)	46	D (E)	49	E (F)	59

A (A) – Overall LOS (Worst Movement LOS)

Vehicle Queuing Analysis

A queuing analysis for the existing and future conditions was conducted, evaluating the anticipated vehicle queues with the build traffic conditions. The analysis was conducted using the SimTraffic simulation software. The results found that during both the weekday AM and PM peak hours in 2018 the maximum queues will not exceed the available turn lane storage or block driveways. However, by 2030 several locations were identified that would exceed turn lane storage and would block driveways. These include the following locations:

- Northbound and southbound TH 371 left turn lanes to Woida Road will back up past existing left turn storage length.
- Eastbound Woida Rd left turn lane to northbound Dellwood Drive will back up to TH 371.
- Southbound Dellwood Drive through/right lane to Woida Road will back up past the Holiday gas access and Hotel access.
- Southbound Dellwood Drive left turn lane to Holiday gas access will back up past the Hotel access.
- Westbound movement exiting Menards south access/Culvers access will back up to the Culvers/proposed Northwoods Crossing Development driveway.
- Westbound movement exiting the Hotel access will back up blocking site parking.
- Westbound movement exiting the proposed Northwoods Crossing Development site will back up blocking site parking.

SITE PLAN REVIEW

Based on a review of the proposed Northwoods Crossing Development site plan as shown in ***Figure 2*** the following comments are offered:

1. The drive through isles should have a separation from the site circulation drive isles. This should be some type of physical barrier, such as a raised concrete median.

2. The configuration of the access driveway from the Menards/Culvers Restaurant driveway should be modified to provide a clear lane configuration. This could be accomplished by having the driveway line up directly with circulation drive isle in front of the building and "Tee" the back circulation isle into it.

3. At the locations where the drive through isles cross the circulation drive isles in the back of the building, clear delineation and signing should be provided so that the circulation isles are not blocked.

4. A truck circulation plan, including truck turning radius templets should be provided to insure that trucks can move through the site without impacting parking or drive isles.

CONCLUSIONS / RECOMMENDATIONS

Based on the analysis documented in this Study, WSB has concluded the following:

- The proposed Northwoods Crossing Development is anticipated to consist of two 6000 sf buildings with a mixture of service retail and restaurant uses. All access from the site will be through driveway connections to Dellwood Drive; one full movement direct access to Dellwood Drive, and one shared driveway with Menards across from the existing Culvers driveway. The development is anticipated to generate an additional 514 AM peak hour trips and 294 PM peak hour trips.

- Existing traffic operations analysis shows that all intersection and driveways are operating at an overall LOS C or better during both the weekday AM and PM peak hours with all movements operating at LOS D or better, except the northbound left turn from TH 371 to westbound Woida Road in the PM Peak Hour which is operating at a LOS E.

- Intersection traffic operations for the future no-build condition show that all intersection and driveways will be operating at an overall LOS D or better in 2018 and 2030 during both the weekday AM and PM peak hours with the existing intersection geometrics and traffic control, except TH 371 at Woida Road in the PM Peak Hour by the year 2030. With the increase in traffic, some movements will be operating at LOS E and F, specifically at the intersections of TH 371 and Woida Road.

- Intersection traffic operations for the future build condition show that, assuming the addition of the Northwoods Crossing Development traffic, all intersection and driveways will be operating at an overall LOS D or better in 2018 and 2030 during both the weekday AM and PM peak hours with the existing intersection geometrics and traffic control, except TH 371 at Woida Road in the PM Peak Hour by the year 2030. With the increase in traffic, some movements will be operating at LOS E and F, specifically at the intersections of TH 371 and Woida Road and Woida Road at Dellwood Drive.

- Based on the vehicle queuing analysis for the existing and future traffic conditions for weekday AM and PM peak hours in 2018 the maximum queues will not exceed the available turn lane storage or block driveways. However, by 2030 several locations were identified that would exceed turn lane storage and would block driveways.

Based on these conclusions, the traffic analysis and review of the site plan the following is recommended:

1. Restripe Dellwood Drive to provide a center left turn lane from Woida Road to north of the Menards south access/Culvers access with the proposed Northwoods Crossing Development plan.

2. As traffic continues to increase with future development, review the operations and roadway geometric needs at the Woida Road and Dellwood Drive intersection.

3. As traffic continues to increase with future development, work with MnDOT to extend the left turn lanes on TH 371 at Woida Road intersection.

OCT 18 2016

-61-

For Internal Use Only

Project # 16-29

Fees Paid: $ 600

Escrow Paid $ 500

Receipt # 107294

Escrow Code

BAXTER

"A Growing Community"

CITY OF BAXTER
LAND USE APPLICATION FORM

Type of Application (check all that apply)

- ☒ Architectural Review
- ☒ Conditional Use Permit $600, $500 escrow
- ☐ Interim Use Permit
- ☐ Variance
- ☐ Sketch Plan Review
- ☐ Administrative Subdivision
- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Vacation (Street/Easements)
- ☐ Comprehensive Plan Amendment
- ☐ Zoning/Subdivision Ordinance Amendment
- ☐ Shore Land Alteration Permit
- ☐ Other

Project Name or Description: Northwoods Crossing – CUP 2 Drive Thru

Property Information

Address: 15146 Dellwood Drive, Baxter, MN 56425 PID Number: 030323300E00009, 030323300F00

Legal Description (attach if necessary): Part of the SW1/4-SW1/4 of Section 32, Township 134, Range 28, Crow Wing County MN

Applicant Information

Name: Baratto Brothers Construction, Inc.

Address: 13872 Schafer Road (Street) Crosslake (City) MN (State) 56442 (Zip)

Phone (W): 218-692-1070 Phone (H): Fax:

Print or Type Name: Eric Halbert Email Address: ehalbert@barattobrothers.com

Contact Person Name (If other than applicant):

Phone: Address:

Owner Information

Name: Bradford Northwoods Holdings, LLC

Address: 215 1/2 Main Street (Street) Cedar Falls (City) IA (State) 50613 (Zip)

Phone (W): 319-266-5070 Phone (H): Fax: 319-266-2299

Print or Type Name: Bill Bradford Email Address: billbradford@nwgtoday

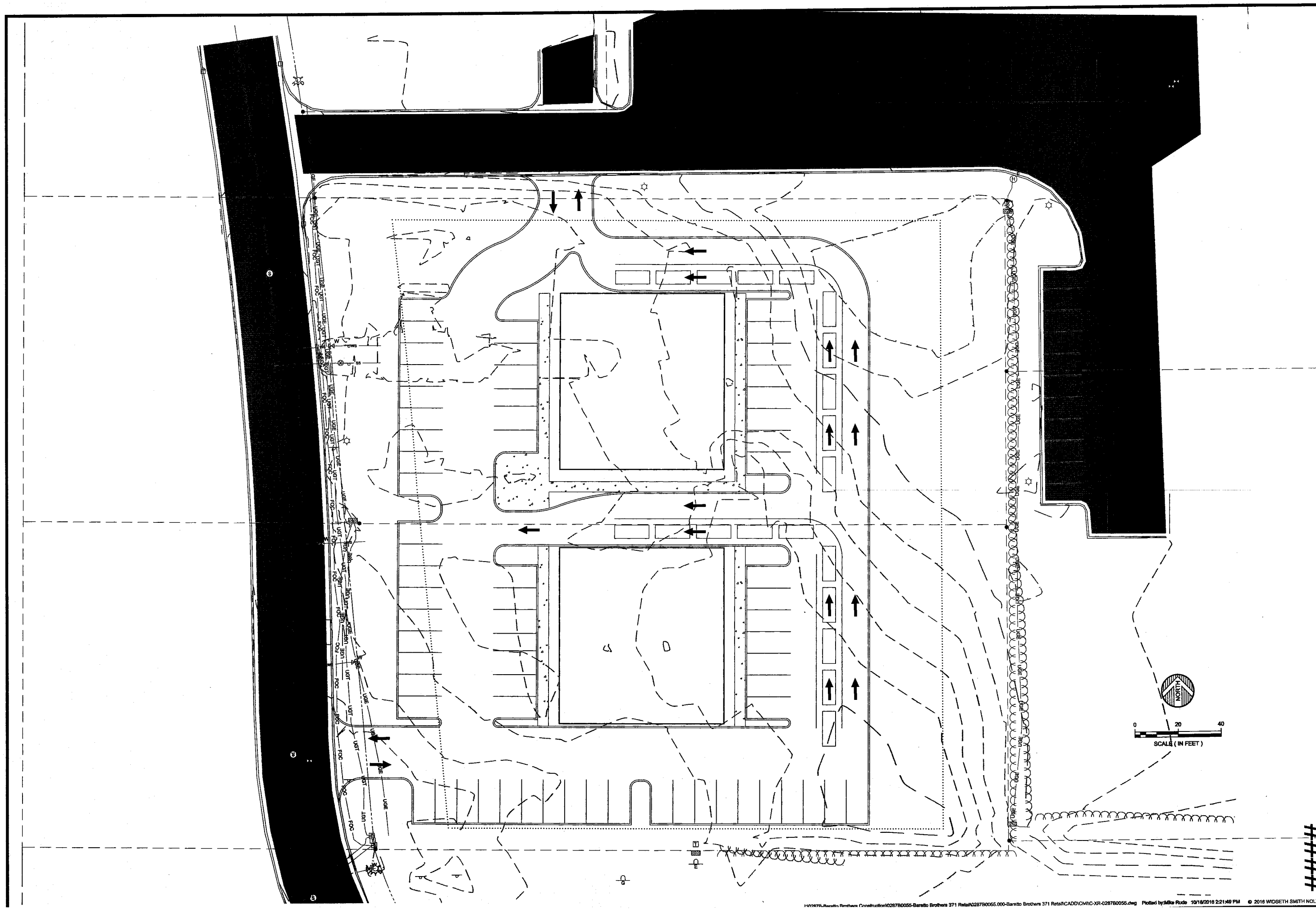
If this permit is granted, I hereby certify that all work will be done as stated herein and in accordance with all applicable laws and ordinances of the State of Minnesota and the City of Baxter.

Applicant's Signature Eric B. Halbert **Date** 10/18/2016

Applicant's Printed Name ERIC B. HALBERT

Owner's Signature _____ **Date** _____

Owner's Printed Name Bill Bradford



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

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 #### UNDER THE LAWS OF THE STATE OF ####.

DATE: #### LIC. NO. ####

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: ####
SCALE: ####
DRAWN BY: ####
CHECKED BY: ####
JOB NUMBER: #####

SHEET NO.
#####
SHE##### OF ####

H:\0287B-Baretto Brothers Construction\0287B0055-Baretto Brothers 371 Retail\0287B0055.000-Baretto Brothers 371 Retail\CADD\CM\C-XR-0287B0055.dwg Plotted by:Mike Rude 10/18/2018 2:21:49 PM © 2016 WIDSETH SMITH NOLTING

WSB & Associates, Inc.
Infrastructure ■ Engineering ■ Planning ■ Construction
15574 Edgewood Drive
Suite 103
Baxter, MN 56401
Tel: 218-824-3960

Memorandum

To: *Josh Doty, Community Development Director*
Trevor Walter, PE, Public Works Director / City Engineer
City of Baxter, Minnesota

From: *Chuck Rickart, PE, PTOE, Project Manager*
WSB & Associates, Inc.

Date: *October 26, 2016*

Re: *Fruth Property Site Plan Review*
City of Baxter
WSB Project No. 2037-03

As was requested we have reviewed the proposed Fruth Property Development site plan with respect to traffic operation on Excelsior Road as well as site access through the Frandsen Bank & Trust site to Excelsior Road.

The review of the anticipated Excelsior Road traffic operation impacts is based on the Excelsior Road Transportation Study Supplemental Traffic Analysis #2 reviewed by City Council on May 10, 2016. This analysis determined at what traffic level a proposed driveway intersection on Excelsior Road would fail and identified what interim improvements would be needed to accommodate a level of development before the full buildout of the roundabout on Excelsior Road at the Fairview Road Extension would be required.

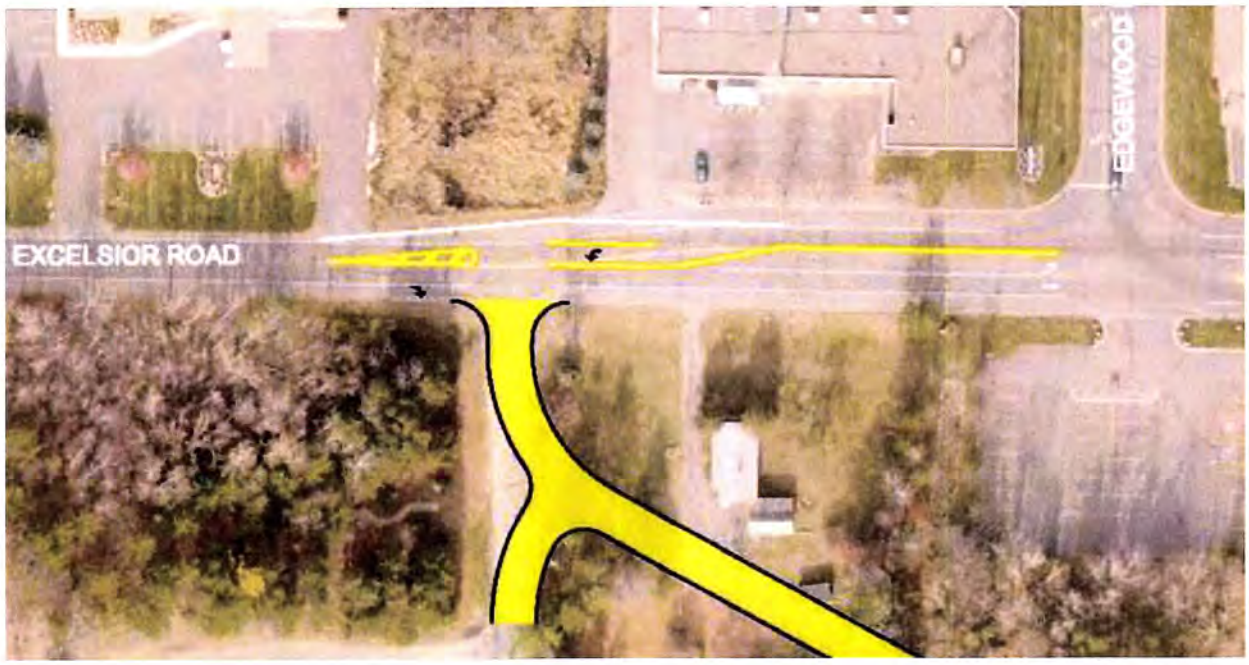
Based on the traffic analysis documented in the Supplemental Traffic Analysis #2 it was concluded that a portion of the site could be developed prior to completion of the roundabout. The size of the allowable development would change based on the type of use and/or if roadway improvements on Excelsior Road were made in conjunction with the driveway connection to the site. In summary the following development level scenarios could be completed:

2,500 sf of general retail without any roadway improvements, **or**;
1,400 sf of fast food restaurant without any roadway improvements, **or**;
4,000 sf of general retail with roadway improvements, **or**;
2,000 sf of fast food restaurant with roadway improvements.

Based on the current proposed site plan the development would consist of a 4,000 sf high turnover sit down restaurant and a 3,000 sf low generation retail store. Assuming standard Institute of Transportation Engineer Traffic Generation rates, the proposed uses would generate slightly less traffic than that identified in Supplemental Traffic Analysis #2 (1100 vehicles per day vs 950 vehicles per day).

This conclusion assumes that Excelsior Road would be restriped to accommodate a left turn lane into the proposed site access as shown below in the figure from Supplemental Traffic Analysis #2. Based on this assumption and the traffic generation review, the proposed size of development and uses can be accommodated.

Figure 1: Fruth Site Access Concept



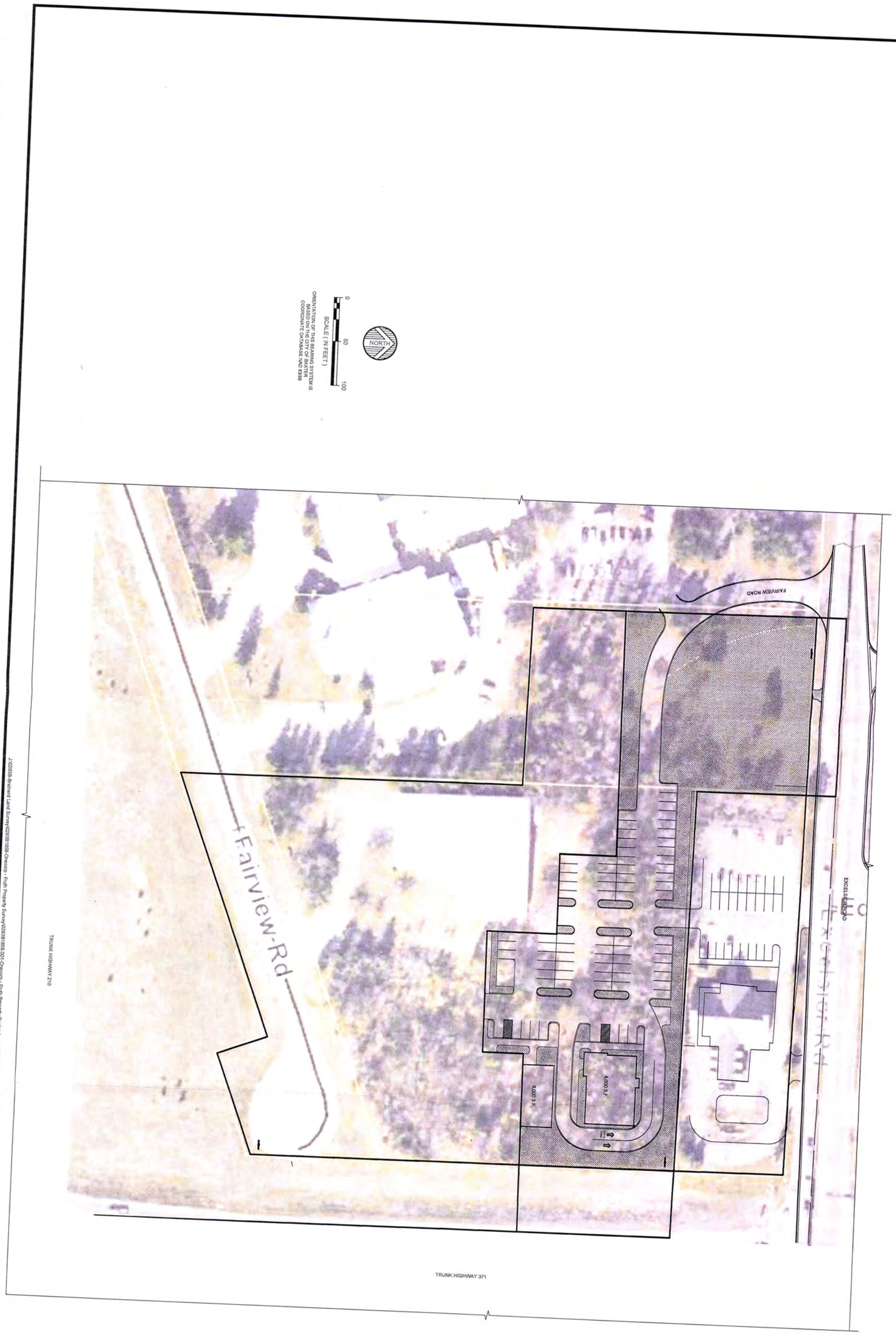
Two Fruth Property site plans have been prepared with alternative access through the Frandsen Bank & Trust site. One provides access to the drive isle adjacent to the bank and the other to the drive isle further to the west. Either plan provides good alternative access to the site with advantage to both.

The advantage with the access adjacent to the bank is that it provides a more direct connection to the driveway on Excelsior Road and provides a drive isle through both sites that is set up for future development south of the proposed site. The disadvantage is that traffic will be traveling in front of the bank building entrance.

The advantage of the access further to the west is that it moves traffic away from the bank building entrance and would discourage traffic from using this as an alternative access. The disadvantage is that it will be more difficult to set up a primary drive isle though the site or future development to the south.

Based on the review of the site plans and the anticipated advantages and disadvantages it is recommended that the access be provided at the location further to the west thereby moving the traffic from the proposed site away from the front of the bank building entrance.

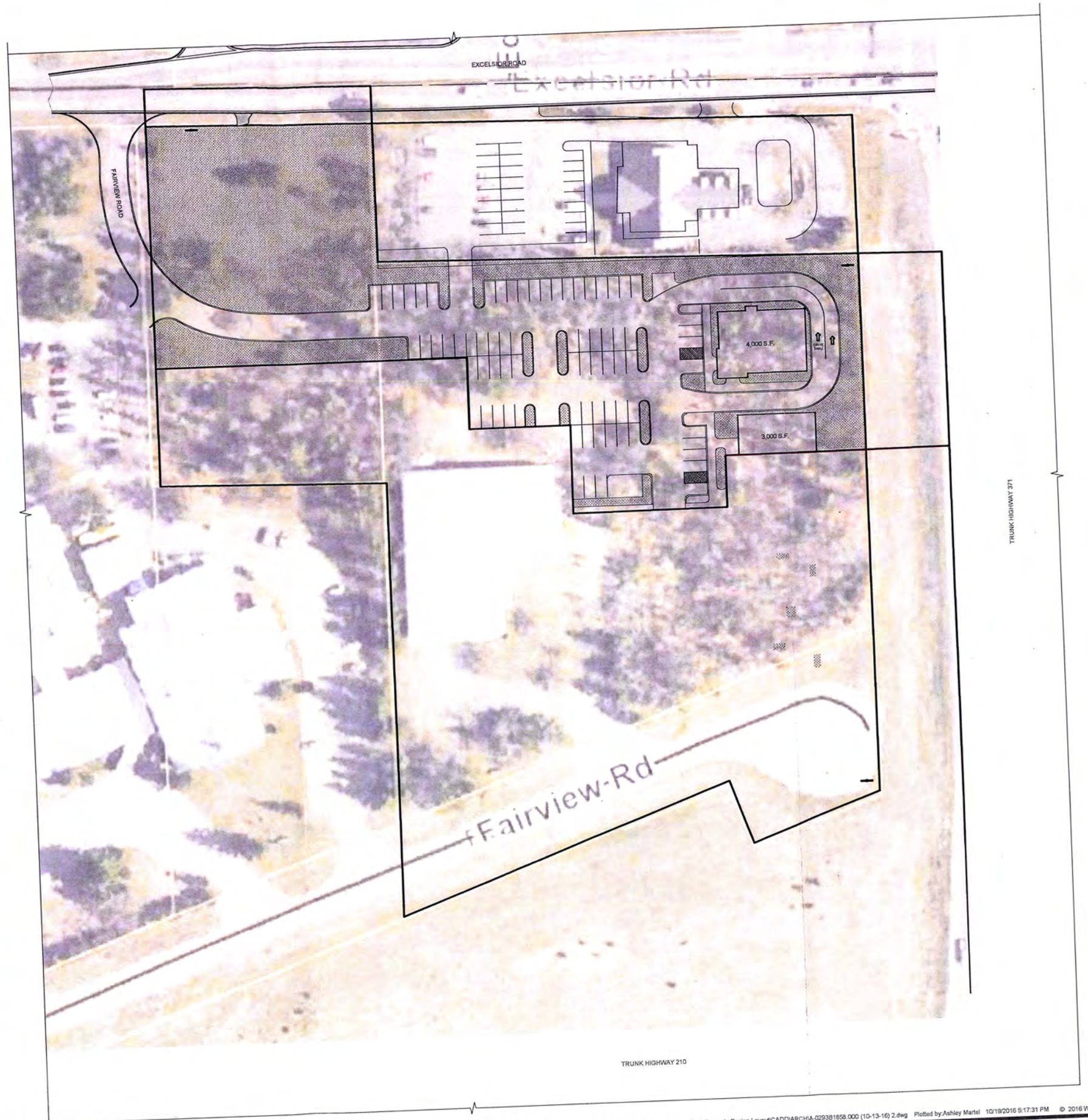
If you have any comments or questions please contact me at (612) 360-1283 or crickart@wsbeng.com.

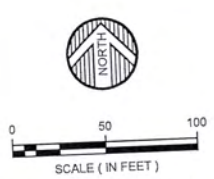


J:\0290B-Brainerd Land Survey\0290B1858-Onecorp - Fruth Property Survey\0290B1858.001-Onecorp - Fruth Property Design Layout\CADD\ARCH\A-0290B1858.000 (10-13-16) 1.dwg Plotted by Ashley Martel 10/19/2016 5:15:49 PM © 2016 WIDSETH SMITH NOLTING

SHEET C1.1 OF	FRUTH PROPERTY ONECORP BAXTER, MN	DATE: 10/16/2016 SCALE: 1: 50 DRAWN BY: AM CHECKED BY: CC	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.
	SITE PLAN	JOB NUMBER: 0290B1858.000					DATE: LIC. NO.

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental





ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CITY OF BAXTER COORDINATE DATABASE NAD 83/88

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: LIC. NO.

DATE: 10/18/2016
SCALE: 1:50
DRAWN BY: AM
CHECKED BY: CC
JOB NUMBER: 0293B1858.000

FRUTH PROPERTY
ONECORP
BAXTER, MN

SITE PLAN

SHEET NO.
C1.1
SHEET OF

J:\0293B-Brainerd Land Survey\0293B1858-Onecorp - Fruth Property Survey\0293B1858.001-Onecorp - Fruth Property Design Layout\CADD\ARCH\A-0293B1858.000 (10-13-16) 2.dwg Plotted by:Ashley Martel 10/19/2016 5:17:31 PM

© 2016 WIDSETH SMITH NOLTING

WSB & Associates, Inc.
Infrastructure ■ Engineering ■ Planning ■ Construction
15574 Edgewood Drive
Suite 103
Baxter, MN 56401
Tel: 218-824-3960

Memorandum

To: *Trevor Walter, PE, Public Works Director / City Engineer*
City of Baxter, Minnesota

From: *Chuck Rickart, PE, PTOE, Project Manager*
WSB & Associates, Inc.

Copy To: *Josh Doty, Community Development Director*
City of Baxter, Minnesota
Aric Welch, PE, Project Manager
Widseth Smith Nolting

Date: *May 10, 2016*

Re: *Excelsior Road Area Transportation Study*
Supplemental Traffic Analysis #2
City of Baxter
WSB Project No. 3365-00 (2037-10)

The City Council authorized WSN to proceed with the preliminary engineering and feasibility for the proposed roundabout at the Excelsior Road, Fairview Road and Edgewood Drive intersection. During review of the preliminary concepts with City Council, City staff and with public input, additional study tasks were identified that would provide further information in completing the Feasibility Study.

One of the tasks identified was to complete a supplemental traffic analysis assuming the Fruth property were to be developed with a private access on Excelsior Road. The purpose of the memorandum is to provide a summary of that traffic analysis.

The primary purpose of the analysis is to determine at what traffic level a proposed driveway intersection would fail and identify what interim improvements would be needed to accommodate a level of development before the full buildout of the roundabout is required.

The updated traffic analysis is based on the Excelsior Road Area Transportation Study approved by the City Council on August 4th, 2015; the Supplemental Traffic Analysis approved on December 15, 2015, and; the Intersection Control Evaluation approved on December 15, 2015.

The original analysis assumed development of the Fruth site based on a concept plan provided by the developer. It included 13,300 sf of general retail and 7,100 sf of drive thru restaurant uses. Based on these uses ***Table 1*** shows the traffic generation anticipated for the full build out of the site.

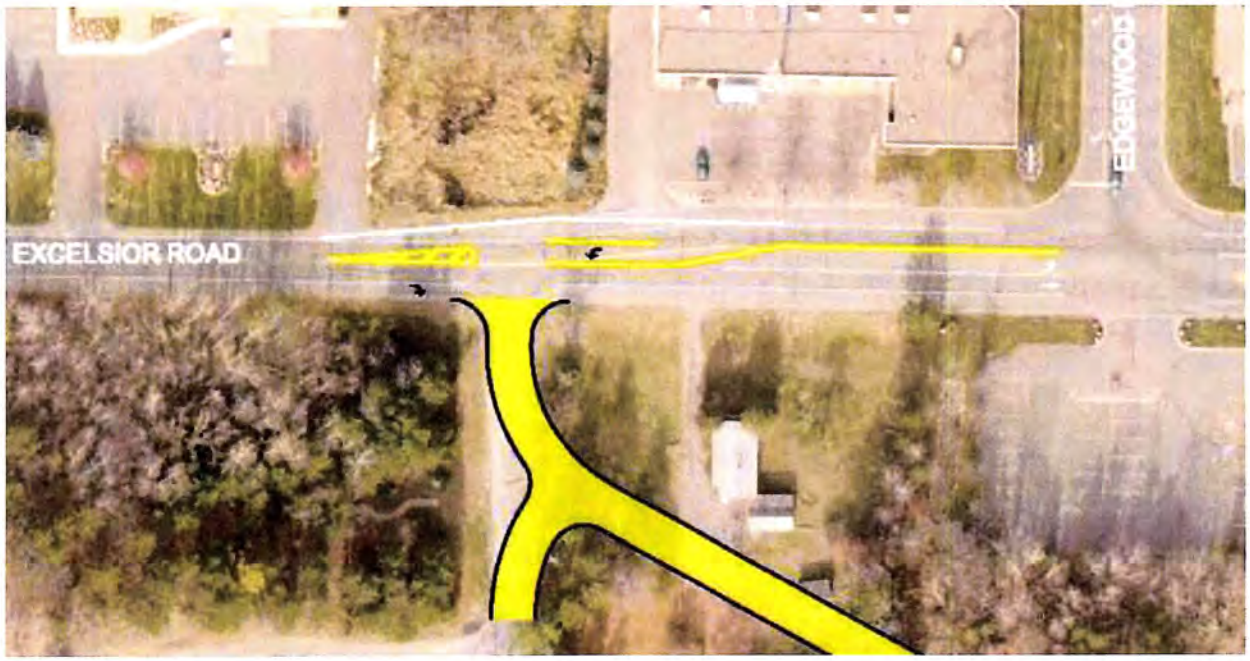
Table 1: Fruth Site Traffic Generation

Use	Size	ADT	PM Peak		
			Total	In	Out
General Retail	13,300 sf	1830	155	75	80
Restaurant w/Drive Thru	7,100 sf	3523	241	126	115
Total	**20,400 sf**	**5353**	**396**	**201**	**195**

In order to determine the amount of development a single driveway access could accommodate an iterative process was completed. The analysis was prepared for both a general retail scenario and a drive thru restaurant scenario. The analysis also assumed two improvement scenarios. The first assumed no changes to the existing lane configuration on Excelsior Road. The second assumed providing a stripped left turn lane on westbound Excelsior Road for the driveway into the proposed site driveway.

Both scenarios assume that the driveway is shared with the existing driveway to the Church and located as far west on the site as possible. ***Figure 1*** below shows a proposed stripping concept for the Fruth Site driveway. This concept can be completed without widening the roadway. It is estimated that the cost would range from $1000 to $2000 and include removing the existing stripping and placing the new stripping. This cost does not include construction of the driveway.

Figure 1: Fruth Site Access Concept



The controlling critical movement for the analysis is the westbound left turn from Excelsior Road into the proposed driveway to the Fruth property. The distance between the existing Edgewood Drive and the anticipated location of the driveway is approximately 260ft.

The analysis determined at what development level the level of service of the left turn movement was at or fell below a LOS E and, at what development level the anticipated vehicle queue conflicted with the existing Edgewood Drive intersection. ***Table 2*** shows the results of the analysis. As can be seen in the table the critical result is the vehicle queue length. The backup of traffic from the driveway intersection will begin to block the Edgewood Drive intersection before the movement level of service reaches LOS E.

Table 2: Analysis Results

Scenario	Development Size	WB Left turn from Excelsior Road to Site Driveway	
		Level of Service	Queue Length
General Retail without Improvements	3,200 sf	E	300
	2,500 sf	D	260
Restaurant without Improvements	1,700 sf	E	320
	1,400 sf	D	260
General Retail with left turn Improvements	4,500 sf	E	270
	4,000 sf	D	260
Restaurant with left turn Improvements	2,200 sf	E	290
	2,000 sf	D	260

Based on the traffic analysis documented in this memorandum it can be concluded that the developer could develop a portion of the site prior to completion of the roundabout. The size of the allowable development would change based on the type of use and/or if roadway improvements on Excelsior Road were made in conjunction with the driveway connection to the site.

In summary the following development level scenarios are recommended:

2,500 sf of general retail without any roadway improvements, **or**;
1,400 sf of restaurant without any roadway improvements, **or**;
4,000 sf of general retail with roadway improvements, **or**;
2,000 sf of restaurant with roadway improvements.

If you have any comments or questions please contact me at (612) 360-1283 or crickart@wsbeng.com.

Date Printed: 5/11/2016
WSB Filename: K:\03365-000\Cad\Exhibits\Fruth Access Concept.dgn

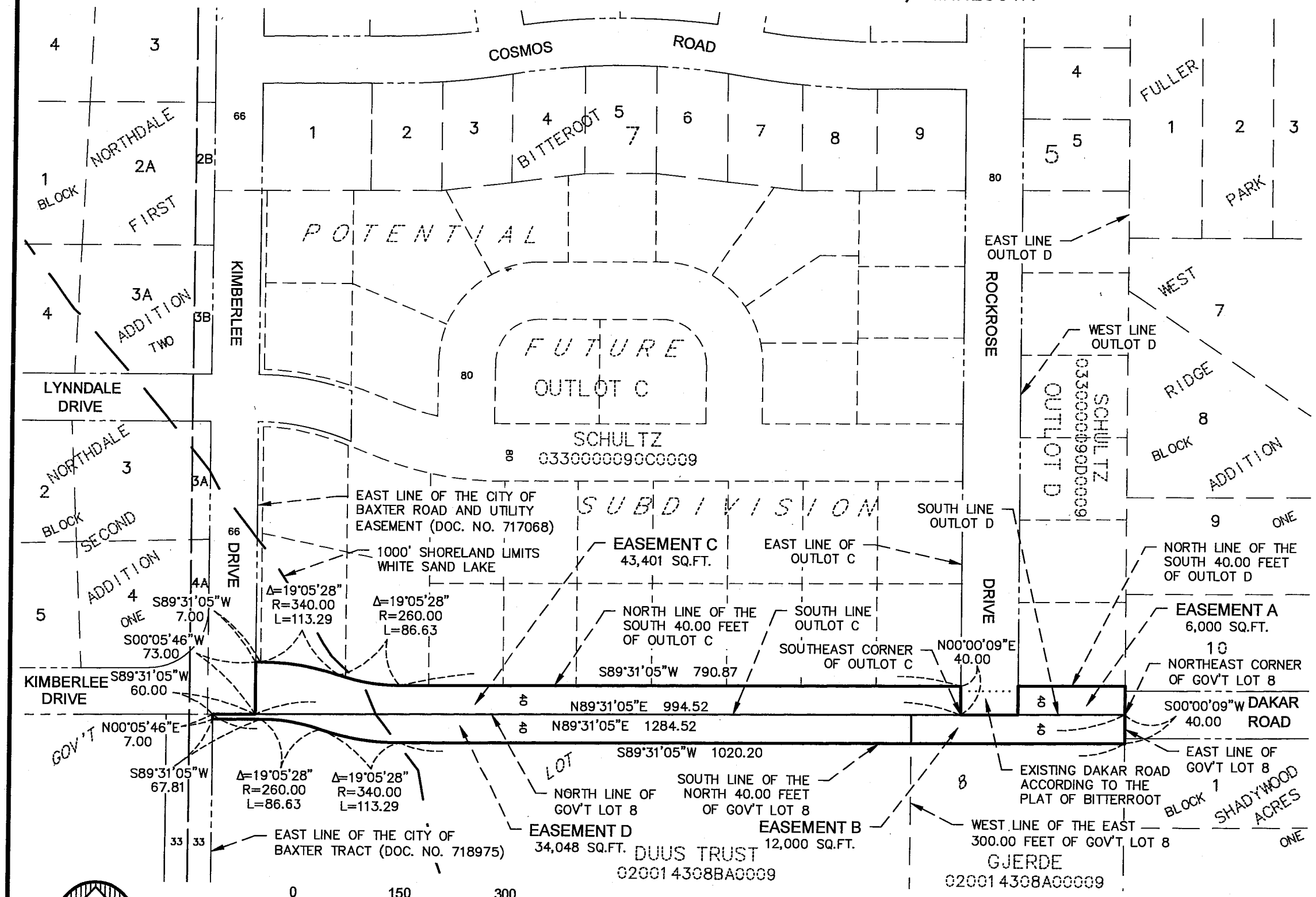
BAXTER
"A Growing Community"

Excelsior Road Area Transportation Study
City of Baxter, Minnesota

Figure 1
Fruth Access Concept

SKETCH AND DESCRIPTION

PART OF GOVERNMENT LOT 8 AND PART OF BITTERROOT,
ALL IN SECTION 1, TOWNSHIP 133, RANGE 29,
CROW WING COUNTY, MINNESOTA



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

PROPOSED RIGHT OF WAY EASEMENT DESCRIPTIONS:

EASEMENT A:
The South 40.00 feet of Outlot D, BITTERROOT, according to the recorded plat thereof, on file in the Crow Wing County, Minnesota, Recorder's office.

EASEMENT B:
The North 40.00 feet of the East 300.00 feet of Government Lot 8, Section 1, Township 133, Range 29, Crow Wing County, Minnesota.

EASEMENT C:
That part of Outlot C, BITTERROOT, according to the recorded plat thereof, on file in the Crow Wing County, Minnesota, Recorder's office, described as follows: Beginning at the southeast corner of said Outlot C; thence North 00 degrees 00 minutes 09 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83, 40.00 feet along the east line of said Outlot C to its intersection with the north line of the South 40.00 feet of said Outlot C; thence South 89 degrees 31 minutes 05 minutes West 790.87 feet along said north line of the South 40.00 feet of Outlot C; thence westerly 86.63 feet along a tangential curve concave to the north, having a central angle of 19 degrees 05 minutes 28 seconds and a radius of 260.00 feet, to a point of reverse curvature; thence westerly 113.29 feet along said reverse curve concave to the south, having a central angle of 19 degrees 05 minutes 28 seconds and a radius of 340.00 feet; thence South 89 degrees 31 minutes 05 seconds West, tangent to the last described curve, 7.00 feet to the east line of the City of Baxter road and utility easement described in Document No. 717068, of record and on file in said Recorder's office; thence South 00 degrees 05 minutes 46 seconds West 73.00 feet along said east line of the City of Baxter road and utility easement to its intersection with the south line of said Outlot C; thence North 89 degrees 31 minutes 05 seconds East 994.52 feet along said south line of Outlot C to the point of beginning.

EASEMENT D:
That part of Government Lot 8, Section 1, Township 133, Range 29, Crow Wing County, Minnesota, described as follows: Beginning at the northeast corner of said Government Lot 8; thence South 00 degrees 00 minutes 09 seconds West, bearing based on the City of Baxter Coordinate Database NAD 83, 40.00 feet along the east line of said Government Lot 8 to its intersection with the south line of the North 40.00 feet of said Government Lot 8; thence South 89 degrees 31 minutes 05 minutes West 1020.20 feet along said south line of the North 40.00 feet of Government Lot 8; thence westerly 113.29 feet along a tangential curve concave to the north, having a central angle of 19 degrees 05 minutes 28 seconds and a radius of 340.00 feet, to a point of reverse curvature; thence westerly 86.63 feet along said reverse curve concave to the south, having a central angle of 19 degrees 05 minutes 28 seconds and a radius of 260.00 feet; thence South 89 degrees 31 minutes 05 seconds West, tangent to the last described curve, 67.81 feet to the east line of the tract deeded to the City of Baxter as described in Document No. 718975, of record and on file in the Crow Wing County Recorder's office; thence North 00 degrees 05 minutes 46 seconds East 7.00 feet along said east line of the City of Baxter tract to its intersection with the north line of said Government Lot 8; thence North 89 degrees 31 minutes 05 seconds East 1284.52 feet along said south line of Government Lot 8 to the point of beginning; EXCEPT the East 300.00 feet thereof.

© 2016 WIDSETH SMITH NOLTING

DATE:	OCTOBER 19, 2016
SCALE:	AS SHOWN
DRAWN BY:	RAQ
CHECKED BY:	CMC
FILE NUMBER:	102B0000.079

DATE	AMENDMENTS	BY

PREPARED FOR: CITY OF BAXTER

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

RANDY A. QUALE DATE: 10-19-2016 LIC. NO. 42630

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

CITY OF BAXTER
REQUEST FOR STREET LIGHTING

PLEASE READ AND UNDERSTAND PRIOR TO SIGNING

REQUEST INFORMATION

WE, THE UNDERSIGNED, DO HEREBY REQUEST THE CITY COUNCIL OF THE CITY OF BAXTER TO INSTALL A CITY STREET LIGHT AT THE 90 DEGREE CORNER OF FRANKLIN DRIVE.

If you have any questions concerning the above request, please contact the City of Baxter Public Works Department at (218) 454-5115.

PLEASE PRINT OR TYPE INFORMATION

	ADDRESS	NAME OF OWNERS	DATE	SIGNATURES
(1)	14903 FRANKLIN DR	PHILLIP MARY	10/3/16 10/6/16	Phillip Stringelecki Mary Stringelecki
	14914 Franklin Dr	Herb Swedin Darlene	10/13/16 10/13/16	Darlene Swedin Herb Swedin Sr.
(2)	14956 Franklin Dr	Tyler Peterson	10/18/16	
	14882 Franklin	Joe Wasnie	10/18/16	
(3)				
(4)				

Franklin Drive Street Light Request

Legend

- Streets
- Locations
  - Current
  - Pending
  - Vacant
  - Retired
  - Other
- Parcels
- Land Use Cases
- Encumbrances
- Municipal Boundaries
- Historical Parcels
- Impervious Surface
  - Bituminous
  - Building
  - Compacted Soils
  - Concrete
- Building Footprints
- Waterbodies
  - Lake or Pond
  - Stream or River
- Parks
- 2016 Imagery
  - Red: Band_1
  - Green: Band_2
  - Blue: Band_3

Notes

200.0 0 100.00 200.0 Feet

NAD_1983_HARN_Adj_MN_Crow_Wing_Feet
City of Baxter

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

TKDA

October 25, 2016

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

Re: Fixed Network Water Meter Replacement Project
TKDA Project No. 16035.000

Dear Mr. Walter:

Please find enclosed Partial Payment Estimate and Certificate No. 3 in the amount of $100,362.13 for the above referenced project. This is sent to you for City approval and payment to the Contractor. When payment is made, please have the Contractor sign three copies and return one copy to TKDA, one copy to the Contractor and keep one copy for the City records.

Sincerely,

Matthew R. Ellingson

Matthew R. Ellingson, P.E.
Project Engineer

MRE
Enclosure

Cc: Todd DeBoer

An employee owned company promoting affirmative action and equal opportunity

TKDA
444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

PERIODICAL ESTIMATE FOR PARTIAL PAYMENTS

Estimate No. 3 Period Ending October 20, 2016 Page 1 of 1 Proj. No. 16035.000
Contractor Dakota Supply Group Original Contract Amount $883,841.33
Project Fixed Network Water Meter Replacement
Location Baxter, Minnesota

Total Contract Work Completed		$ 823,644.76
Total Approved Credits		$ 0.00
Total Approved Extra Work Completed	$ 32,746.95	
Approved Extra Orders Amount Completed		$ 32,746.95
Total Amount Earned This Estimate		$ 856,391.71

Less Approved Credits	$ 0.00	
Less 5 % Retained	$ 42,819.59	
Less Previous Payments	$ 713,209.99	
Total Deductions		$ 756,029.58
Amount Due This Estimate		$ 100,362.13

Contractor Jeff Blocker Date 10/24/16

Engineer Matthew R. Ellinger Date 10/24/2016

An employee-owned company promoting affirmative action and equal opportunity.

CITY OF BAXTER, MINNESOTA
PAY REQUEST #3 - OCTOBER 20, 2016

ALTERNATE BID PROPOSAL "A"
SCHEDULE NO. 1 - ALL NEW METERS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
Furnish Only Items During the Contract					
	BASE BID ITEMS				
1	5/8" X 3/4" Meter Complete With Radio Transmitter and Meter Seal	16	EA	$ 144.41	$ 2,310.56
2	1" Meter Complete With Radio Transmitter and Meter Seal	18	EA	$ 192.23	$ 3,460.14
3	1-1/2" Meter Complete With Radio Transmitter and Meter Seal	6	EA	$ 381.59	$ 2,289.54
4	2" Disc Meter Complete With Radio Transmitter and Meter Seal	6	EA	$ 480.91	$ 2,885.46
5	2" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	$ 1,465.91	$ -
6	3" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	$ 1,891.48	$ -
7	4" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	$ 2,264.77	$ -
8	6" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	$ 4,027.27	$ -
9	New Radio Transmitter and E-Coder Register For an Existing 5/8" X 3/4" Neptune Meter	0	EA	$ 119.10	$ -
10	New Radio Transmitter and E-Coder Register For an Existing 1" Neptune Meter	0	EA	$ 119.10	$ -
11	New Radio Transmitter and E-Coder Register For an Existing 1-1/2" Neptune Meter	0	EA	$ 119.10	$ -
12	New Radio Transmitter and E-Coder Register For an Existing 2" Neptune Disc Meter	0	EA	$ 119.10	$ -
13	New Radio Transmitter and E-Coder Register For an Existing 2" Neptune Compound Meter	0	EA	$ 119.10	$ -
14	New Radio Transmitter and E-Coder Register For an Existing 3" Neptune Compound Meter	0	EA	$ 119.10	$ -
15	New Radio Transmitter and E-Coder Register For an Existing 4" Neptune Compound Meter	0	EA	$ 119.10	$ -
16	New Radio Transmitter and E-Coder Register For an Existing 6" Neptune Compound Meter	0	EA	$ 119.10	$ -
17	3/4" or 1" Quarter Turn Ball Valve	15	EA	$ 9.98	$ 149.70
18	1-1/2" or 2" Quarter Turn Ball Valve	1	EA	$ 24.75	$ 24.75
19	3/4" or 1" First or Second Nipple Between Valve and Meter	0	EA	$ 8.57	$ -
20	1-1/2" or 2" First or Second Nipple Between Valve and Meter	0	EA	$ 61.93	$ -
21	Meter Horn for 5/8" X 3/4" or 3/4" Meter	8	EA	$ 50.45	$ 403.60
22	Meter Horn for 1" Meter	0	EA	$ 89.19	$ -
23	Allowance for Misc. Plumbing Material	0	LS	$ 1,000.00	$ -
24	Add for Pit Meter Register (5/8" - 2" Wet Install)	0	EA	$ -	$ -
25	Handheld Radio Reading Device	0	LS	$ 5,681.82	$ -
26	Furnish All Equipment Required to Provide a Fixed Network Reading System Including Hardware, Vendor Hosted Software, Collectors, Antennas, Programming and Training, Communication and Backhaul Costs Until One Year After Final Completion, as Required. (Provide a pricing breakdown of the items included)	0	LS	$ 33,000.00	$ -

CITY OF BAXTER, MINNESOTA
PAY REQUEST #3 - OCTOBER 20, 2016

ALTERNATE BID PROPOSAL "A"
SCHEDULE NO. 1 - ALL NEW METERS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
27	5/8" X 3/4" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	$ 142.05	$ -
28	1" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	$ 236.14	$ -
29	Touchpad Reader	0	EA	$ 340.91	$ -
TOTAL SCHEDULE NO. 1: ITEMS NO. 1 THRU NO. 29					$ 11,523.75
NOTE: For items 9-16 the City would like to reuse these meter bodies if possible with your register and radio transmitter. If your register and radio transmitter are not compatible with the existing Neptune T-10 meters you must replace the entire meter for these line items.					
NOTE: All meters shall be provided with gaskets.					

A1	Furnish City Hosted Software for Managing the Read Data. (Add or Deduct from Vendor Hosted System)	1	LS	Not included @ this time	$ -
A2	Furnish a Mobile Drive By Reading Device Including Laptop, Antenna, Wiring, Software and Hardware as Required to Read Your System (as a backup way to collect reads if the Fixed Network System is down). If your system does not have a mobile drive by reading device leave blank.	1	LS	Already Included	$ -

CITY OF BAXTER, MINNESOTA
PAY REQUEST #3 - OCTOBER 20, 2016

ALTERNATE BID PROPOSAL "B"
SCHEDULE NO. 3 - ALL NEW METERS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
Install All Base Bid and Alternate Items					
	BASE BID ITEMS				
1	Project Start Up and Mobilization	0	LS	$ 6,315.79	$ -
2	5/8" X 3/4" Meter Complete With Radio Transmitter and Meter Seal	420	EA	$ 57.98	$ 24,351.60
3	1" Meter Complete With Radio Transmitter and Meter Seal	136	EA	$ 57.98	$ 7,885.28
4	1-1/2" Meter Complete With Radio Transmitter and Meter Seal	104	EA	$ 100.00	$ 10,400.00
5	2" Disc Meter Complete With Radio Transmitter and Meter Seal	56	EA	$ 121.05	$ 6,778.80
6	2" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	$ 121.05	$ -
7	3" Compound Meter Complete With Radio Transmitter and Meter Seal	11	EA	$ 310.53	$ 3,415.83
8	4" Compound Meter Complete With Radio Transmitter and Meter Seal	2	EA	$ 405.26	$ 810.52
9	6" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	$ 521.05	$ -
10	New Radio Transmitter and Register For an Existing 5/8" X 3/4" Neptune Meter	0	EA	$ 44.21	$ -
11	New Radio Transmitter and Register For an Existing 1" Neptune Meter	0	EA	$ 44.21	$ -
12	New Radio Transmitter and Register For an Existing 1-1/2" Neptune Meter	0	EA	$ 44.21	$ -
13	New Radio Transmitter and Register For an Existing 2" Neptune Disc Meter	0	EA	$ 44.21	$ -
14	New Radio Transmitter and Register For an Existing 2" Neptune Compound Meter	0	EA	$ 44.21	$ -
15	New Radio Transmitter and Register For an Existing 3" Neptune Compound Meter	0	EA	$ 44.21	$ -
16	New Radio Transmitter and Register For an Existing 4" Neptune Compound Meter	0	EA	$ 44.21	$ -
17	New Radio Transmitter and Register For an Existing 6" Neptune Compound Meter	0	EA	$ 44.21	$ -
18	3/4" or 1" Quarter Turn Ball Valve	15	EA	$ 68.42	$ 1,026.30
19	1-1/2" or 2" Quarter Turn Ball Valve	1	EA	$ 131.58	$ 131.58
20	3/4" or 1" First or Second Nipple Between Valve and Meter	0	EA	$ -	$ -
21	1-1/2" or 2" First or Second Nipple Between Valve and Meter	0	EA	$ -	$ -
22	Meter Horn for 5/8" X 3/4" or 3/4" Meter	8	EA	$ 5.26	$ 42.06
23	Meter Horn for 1" Meter	0	EA	$ 5.26	$ -
24	Add Amount for Installation Under a Trailer Home	0	EA	$ 26.32	$ -
25	Confined Space Entry Installation	0	EA	$ 47.37	$ -
26	Rate for Plumber	41	HR	$ 100.00	$ 4,100.00
27	Install All Equipment Required to Provide a Fixed Network Reading System Including Hardware, Software, Collectors, Antennas, Programming and Training, Communication and Backhaul Costs as Required.	0	LS	$ 27,920.63	$ -
28	5/8" X 3/4" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	$ 71.56	$ -
29	1" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	$ 71.58	$ -
TOTAL SCHEDULE NO. 3: ITEMS NO. 1 THRU NO. 29					$ 58,941.99

CITY OF BAXTER, MINNESOTA
PAY REQUEST #3 - OCTOBER 20, 2016

ALTERNATE BID PROPOSAL "B"
SCHEDULE NO. 3 - ALL NEW METERS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	ALTERNATE BID ITEMS				
A1	Add Amount to Install the Radio Transmitter on the Outside of the Building With New 22 Gauge Wire (Add to Items 2-17 Above)	154	EA	$ 15.79	$ 2,431.66
TOTAL SCHEDULE NO. 3 WITH ALTERNATE BID ITEMS					$ 61,373.65

NOTE: For items 2-17 the radio transmitters shall be installed in the floor joists inside of the building.

NOTE: For items 10-17 the City would like to reuse these meter bodies if possible with your register and radio transmitter. If your register and radio transmitter is not compatible with the existing Neptune T-10 meters, you must provide pricing to replace the entire meter for these line items.

NOTE: All meters shall be provided with gaskets.

DSG
DAKOTA SUPPLY GROUP
For all the right connections!
METERING TECHNOLOGY

Dakota Supply Group (DSG)
620 16th Ave South
Hopkins, MN 55343
Company: (952) 890-3811

Brad Simms
Territory Manager
bsimms@dsginc.biz
Mobile: (952) 300-0352

DATE: October 20, 2016

TO:
City of Baxter
Attn: Todd DeBoer
13190 Memorywood Drive
Baxter, MN 56425

REFERENCE:
Pay Request #3
Change Order Items

QTY	DESCRIPTION	PRICE	TOTAL
	Change Order on May 25, 2016 - Approved by Trevor Walters (DSG-C348181)		
	- Mi.Net Node Wall Bracket to protect Mi.Net Node on Commercial Meters		
600	Mi.Net Node Wall Mount Bracket for Commercial Accounts	$ 7.75	$ 4,650.00
286	Installation of Mi.Net Node Wall Mount Bracket for Commercial Accounts	$ 5.95	$ 1,701.70
	Change Order on May 25, 2016 - Approved by Trevor Walters (DSG-C308972)		
	- Bid included 5ft wire from Meter to Mi.Net Node		
2291	Per Meter Adder for 25 ft Wire on Hersey 420B 5/8" x 3/4" Bronze Meters	$ 5.00	$ 11,455.00
	Change Order on July 6, 2016 - Approved by Kevin Cassady (DSG-C281459)		
	- Meter for City Stock		
6	1.5" Bronze Elliptical Flange Set	$ 61.95	$ 371.70
6	2" Bronze Elliptical Flange Set	$ 73.95	$ 443.70
12	1" Meter Couplings & Gaskets	$ 13.95	$ 167.40
15	Model 420 Chamber Assembly	$ 56.00	$ 840.00
15	Model 420 Chamber O-Ring	$ 1.00	$ 15.00
15	Model 420 Strainer Retainer	$ 1.00	$ 15.00
15	Model Iron Bottom Plate/Gasket/Liner	$ 11.00	$ 165.00
10	Model 452 Chamber Assembly	$ 170.00	$ 1,700.00
10	Model 452 Strainer	$ 6.00	$ 60.00
10	Model 452 iron Bottom Plate/Gasket/Liner	$ 26.00	$ 260.00
100	3M Scotchlok Connectors (UY2)	$ 0.11	$ 11.00
	Change Order on August 4, 2016 - Approved by Todd DeBoer (DSG-C346197)		
	- Meter & Remote TruRead Display for Opt-out Customers		
4	Hersey 420B 5/8" x 3/4" Bronze Meter, Translator Register, 6-dial Terminal Screw	$ 112.25	$ 449.00
4	Hersey TruRead Meter Remote	$ 65.25	$ 261.00
	Change Order on August 22, 2016 - Approved by Trevor Walters		
	- City Meters that were not included in original bid		
1	Hersey 420B 5/8" x 3/4" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	$ 112.25	$ 112.25
3	Hersey 452 1" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	$ 216.75	$ 650.25
1	Hersey 562 1.5" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	$ 504.75	$ 504.75
4	Hersey 572 2" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	$ 678.75	$ 2,715.00
	Change Order on August 23, 2016 - Approved by Trevor Walters (DSG-C402374)		
	- Meters for the Mall (different size than what was included on original bid)		
40	Hersey 420B, 5/8" x 1/2" Bronze Meter, SSR, 6-dial, Gln, with 25ft Wire Mi.Net Node	$ 154.98	$ 6,199.20
BY:	*Brad Simms* **TOTAL**	**$**	***32,746.95***

Confidential Company Information

SEH

Building a Better World
for All of Us®

MEMORANDUM

TO: Honorable Mayor and City Council and Utilities Commission
c/o Trevor Walter
City of Baxter, Minnesota

FROM: Scott Hedlund, PE

DATE: October 26, 2016

RE: 2016 Fairview Road Improvements Project
Monthly Project Status Update
SEH No. BAXTE 133676 20.00

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

A. Construction
- Project construction is complete with the exception of monitoring turf establishment through the spring of 2017.
- Project closeout is planned for mid-2017.

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

B. Total project budget:
- The total project budget based on the as-bid construction costs and figures presented at the Assessment Hearing is $1.3M.
- Total final costs are still being calculated and reviewed, but it appears it will be close to the $1.3M.

C. Consultant budget:
- There is no unapproved scope changes at this time.

c: Kelly Steele, Jeremy Vacinek – City of Baxter
sh
p:\ae\b\baxte\133676\2-proj-mgmt\monthly project update memos\m seh to city 2016 fairview rd project status memo 102616.docx

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 5

CONTRACTOR FOR: 2016 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: 10/21/2016

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT QUANTITY	CONTRACT AMOUNT	THIS PAYMENT QUANTITY	THIS PAYMENT AMOUNT	WORK TO DATE QUANTITY	WORK TO DATE AMOUNT
FULL DEPTH RECLAMATION									
1	MOBILIZATION	LUMP SUM	$49,606.60	1.00	$49,606.60		$0.00	1.00	$49,606.60
2	TRAFFIC CONTROL	LUMP SUM	$4,500.00	1.00	$4,500.00		$0.00	1.00	$4,500.00
3	TEMPORARY MAIL BOX BANK SYSTEM	LUMP SUM	$275.00	1.00	$275.00		$0.00	1.00	$275.00
4	SALVAGE & INSTALL SWING AWAY MAIL BOX	EACH	$140.00	3.00	$420.00		$0.00	2.00	$260.00
5	SALVAGE MAIL BOX	EACH	$22.00	30.00	$660.00		$0.00	30.00	$660.00
6	SWING AWAY MAIL BOX SUPPORT	EACH	$110.00	30.00	$3,300.00		$0.00	37.00	$4,070.00
7	CLEARING	ACRE	$4,150.00	0.08	$332.00		$0.00	0.23	$954.50
6	CLEARING	TREE	$165.00	21.00	$3,465.00		$0.00	23.00	$3,795.00
9	GRUBBING	ACRE	$4,150.00	0.08	$332.00		$0.00	0.09	$373.50
10	GRUBBING	TREE	$165.00	27.00	$4,455.00	1.00	$165.00	24.00	$3,960.00
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	4.00	$4,400.00
14	REMOVE PIPE CULVERTS	LIN FT	$13.25	50.00	$662.50	4.00	$53.00	104.00	$1,378.00
15	REMOVE CURB AND GUTTER	LIN FT	$6.00	840.00	$5,040.00	3.00	$18.00	843.00	$5,058.00
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	48.00	$252.00	48.00	$252.00
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		$0.00	2,276.40	$6,260.10
21	SAWING BITUMINOUS PAVEMENT	LIN FT	$1.65	1,400.00	$2,310.00		$0.00	838.00	$1,382.70
22	SAWING CONCRETE PAVEMENT	LIN FT	$5.50	80.00	$440.00		$0.00	45.00	$247.50
23	SALVAGE 911 SIGN	EACH	$11.00	32.00	$352.00		$0.00	32.00	$352.00
24	SALVAGE SIGN PANEL TYPE C	EACH	$28.00	50.00	$1,400.00		$0.00	66.00	$1,846.00
25	SALVAGE & INSTALL PERMANENT BARRICADES	EACH	$195.00	2.00	$390.00		$0.00	2.00	$390.00
26	SALVAGE & INSTALL PIPE APRON	EACH	$530.00	1.00	$530.00		$0.00	1.00	$530.00
27	SALVAGE & INSTALL LANDSCAPING (SUPER AMERICA)	LUMP SUM	$2,500.00	1.00	$2,500.00		$0.00	1.12	$2,800.00
28	SALVAGE & INSTALL LANDSCAPING (5418 FAIRVIEW RD)	LUMP SUM	$1,000.00	1.00	$1,000.00		$0.00	1.00	$1,000.00
29	SALVAGE & INSTALL CHAIN LINK FENCE (ELEMENATARY SCHOOL POND)	LIN FT	$5.00	40.00	$200.00		$0.00	40.00	$200.00
30	SALVAGE & INSTALL WOOD SPLIT RAIL FENCE (LAKEWOOD CHURCH)	LIN FT	$10.00	50.00	$500.00		$0.00	30.00	$300.00
31	REMOVE WOOD RAIL FENCE (6072 FAIRVIEW RD)	LIN FT	$5.00	30.00	$150.00		$0.00	30.00	$150.00
32	CONIFEROUS TREE (COLORADO BLUE SPRUCE, 6 FT)	TREE	$775.00	1.00	$775.00		$0.00	11.50	$8,912.50
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	6.00	$4,650.00
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		$0.00	1.50	$157.50
38	COMMON EXCAVATION	CU YD	$13.05	3,504.00	$45,727.20		$0.00	3,290.00	$42,934.50
39	SUBGRADE EXCAVATION	CU YD	$13.75	1,300.00	$17,875.00	6.90	$94.88	1,324.50	$18,211.88
40	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	$200.00	79.00	$15,800.00		$0.00	79.00	$15,800.00
41	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$125.00	20.00	$2,500.00		$0.00	32.50	$4,062.50
42	WATER	MGAL	$43.50	500.00	$21,750.00		$0.00	316.00	$13,746.00
43	AGGREGATE BASE, CL 5 (CV)	CU YD	$22.65	465.00	$10,532.25		$0.00	972.50	$22,027.13
44	AGGREGATE SURFACING, CL1 (CV)	CU YD	$38.00	212.00	$8,056.00		$0.00	0.00	$0.00
45	AGGREGATE DRIVEWAY RESTORATION, CLASS 5	SQ YD	$10.00	55.00	$550.00		$0.00	55.00	$550.00

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 5

CONTRACTOR FOR: 2016 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: 10/21/2016

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT QUANTITY	CONTRACT AMOUNT	THIS PAYMENT QUANTITY	THIS PAYMENT AMOUNT	WORK TO DATE QUANTITY	WORK TO DATE AMOUNT
46	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	$1.00	22,633.00	$22,633.00		$0.00	22,633.00	$22,633.00
47	MILL BITUMINOUS SURFACE 1.5"	SQ YD	$7.50	990.00	$7,425.00		$0.00	990.00	$7,425.00
48	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$46.00	2,963.00	$136,298.00		$0.00	2,850.60	$131,127.60
49	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	$47.00	3,788.00	$178,036.00		$0.00	3,491.00	$164,077.00
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	1,215.00	$2,430.00
52	RESIDENTIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	$29.00	1,090.00	$31,610.00		$0.00	1,428.00	$41,412.00
53	COMMERCIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	$24.00	687.00	$16,488.00		$0.00	782.00	$18,768.00
54	ADJUST SANITARY SEWER CLEAN-OUT (NEW CASTING)	EACH	$225.00	48.00	$10,800.00		$0.00	11.00	$2,475.00
55	ADJUST CURB BOX	EACH	$150.00	40.00	$6,000.00		$0.00	40.00	$6,000.00
56	ADJUST VALVE BOX	EACH	$250.00	27.00	$6,750.00		$0.00	29.00	$7,250.00
57	INSULATION	SQ YD	$46.00	700.00	$32,200.00		$0.00	602.90	$27,733.40
58	CONCRETE WALK, 4"	SQ FT	$8.25	120.00	$990.00		$0.00	64.00	$528.00
59	CONCRETE WALK, 6"	SQ FT	$8.00	700.00	$5,600.00		$0.00	772.00	$6,176.00
60	CONCRETE CURB & GUTTER, DESIGN B612	LIN FT	$17.75	512.00	$9,088.00		$0.00	479.00	$8,502.25
61	24" RIBBON CURB	LIN FT	$16.50	147.00	$2,425.50		$0.00	134.00	$2,211.00
62	CONCRETE VALLEY GUTTER	LIN FT	$47.00	80.00	$3,760.00		$0.00	100.00	$4,700.00
63	6" CONCRETE DRIVEWAY PAVEMENT RESTORATION	SQ YD	$73.00	65.00	$4,745.00		$0.00	64.00	$4,672.00
64	PEDESTRIAN RAMP W/ TRUNCATED DOMES	EACH	$800.00	4.00	$3,200.00		$0.00	4.00	$3,200.00
65	ADJUST FRAME & RING CASTING (SANITARY)	EACH	$500.00	28.00	$14,000.00		$0.00	26.00	$13,000.00
66	SIGN PANELS TYPE C	SQ FT	$25.00	105.00	$2,625.00	9.00	$225.00	114.00	$2,850.00
67	INSTALL 911 SIGN	EACH	$22.00	38.00	$836.00		$0.00	38.00	$836.00
68	INSTALL SIGN PANEL TYPE C	EACH	$133.00	68.00	$9,044.00		$0.00	64.00	$8,512.00
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		$0.00	2,162.00	$10,810.00
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	953.00	$30,019.50
74	TURF ESTABLISHMENT (INCLUDES SEEDING, SEED MIX, FERTILIZER, AND HYDRAULIC MATRIX TYPE FRM)	SQ YD	$2.75	21,000.00	$57,750.00	203.00	$558.25	29,358.00	$80,734.50
75	TEMPORARY SEEDING (INCLUDES SEEDING, SEED MIX, AND MULCH)	SQ YD	$0.40	15,000.00	$6,000.00		$0.00	3,600.00	$1,440.00
76	PAVEMENT MESSAGE PAINT - LT ARROW	SQ FT	$5.00	15.00	$75.00	48.50	$242.50	141.50	$707.50
77	PAVEMENT MESSAGE PAINT - RT ARROW	SQ FT	$5.00	15.00	$75.00		$0.00	15.00	$75.00
78	PAVEMENT MESSAGE WHITE - BIKE SYMBOL -- POLY PREFORM (GROUND IN)	SQ FT	$75.00	35.00	$2,625.00		$0.00	35.00	$2,625.00
79	8" SOLID WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	$8.25	1,000.00	$8,250.00		$0.00	970.00	$8,002.50
80	8" DOTTED WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	$8.25	76.00	$627.00		$0.00	74.00	$610.50
81	4" SOLID WHITE LINE, PAINT	LIN FT	$0.10	295.00	$29.50		$0.00	237.00	$23.70
82	8" SOLID WHITE LINE, PAINT	LIN FT	$0.15	14,148.00	$2,122.20		$0.00	14,647.00	$2,197.05
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	48.00	$144.00
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	660.00	$66.00		$0.00	1,289.00	$128.90
87	4" DOUBLE SOLID YELLOW LINE, PAINT	LIN FT	$0.20	3,575.00	$715.00		$0.00	4,740.00	$948.00

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 5

CONTRACTOR FOR: 2016 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: 10/21/2016

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT QUANTITY	CONTRACT AMOUNT	THIS PAYMENT QUANTITY	THIS PAYMENT AMOUNT	WORK TO DATE QUANTITY	WORK TO DATE AMOUNT
STORM SEWER									
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	20.00	$100.00
91	REPAIR CHAIN LINK FENCE	LIN FT	$10.00	100.00	$1,000.00		$0.00	70.00	$700.00
92	60" CHAIN LINK FENCE	LIN FT	$14.00	220.00	$3,080.00		$0.00	220.00	$3,080.00
93	60" CHAIN LINK VEHICULAR GATE	EACH	$825.00	1.00	$825.00		$0.00	1.00	$825.00
94	RANDOM RIPRAP, CLASS III	CU YD	$65.00	31.00	$2,015.00		$0.00	22.00	$1,430.00
95	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	$1,350.00	1.00	$1,350.00		$0.00	1.00	$1,350.00
96	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-2024	EACH	$1,700.00	1.00	$1,700.00	0.24	$408.00	2.24	$3,808.00
97	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	$3,500.00	2.00	$7,000.00		$0.00	2.00	$7,000.00
98	12" CM PIPE CULVERT	LIN FT	$27.00	96.00	$2,592.00		$0.00	96.00	$2,592.00
99	15" RCP PIPE SEWER DESIGN 3006, CL V	LIN FT	$53.00	50.00	$2,650.00		$0.00	48.00	$2,544.00
100	18" RC PIPE SEWER DES 3006, CL V	LIN FT	$51.00	443.00	$22,593.00		$0.00	495.00	$25,245.00
101	12" CS PIPE APRON	EACH	$145.00	4.00	$580.00		$0.00	4.00	$580.00
102	15" RCP APRON W/TRASH GUARD	EACH	$1,100.00	1.00	$1,100.00		$0.00	1.00	$1,100.00
103	18" RCP APRON W/TRASH GUARD	EACH	$1,450.00	1.00	$1,450.00		$0.00	2.00	$2,900.00
	TOTAL ITEMS BID				$945,625.00		$2,016.63		$928,681.55
CHANGE ORDER NO. 1									
104	TIED CONCRETE BLOCK MAT (FLEXAMAT)	SQ FT	$13.61	720.00	$9,799.20		$0.00	720.00	$9,799.20
	TOTAL ITEMS BID				$9,799.20		$0.00		$9,799.20
SUMMARY									
TOTAL ITEMS BID					$945,625.00		$2,016.63		$928,681.55
CHANGE ORDER NO. 1					$9,799.20		$0.00		$9,799.20
TOTAL					$955,424.20		$2,016.63		$938,480.75

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	$938,480.75
Less Retainage (2%)	$18,769.62
Amount Eligible to Date	$919,711.13
Less Previous Payments	$889,640.92
Amount Due This Application	**$30,070.21**

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

RECOMMENDED SEH
416 S 6TH ST STE 200
BRAINERD, MN 56401
BY: _____ DATE: _____

APPROVED CITY OF BAXTER
PO BOX 2626
BAXTER, MN 56425-2626
BY: _____ DATE: _____
Kelly Steele, Asst. City Administrator/Clerk

APPROVED CITY OF BAXTER
PO BOX 2626
BAXTER, MN 56425-2626
BY: _____ DATE: _____
Darrel Olson, Mayor

APPROVED CITY OF BAXTER - UTILITIES COMMISSION
PO BOX 2626
BAXTER, MN 56425-2626
BY: _____ DATE: _____

SEH

Building a Better World
for All of Us®

MEMORANDUM

TO: Honorable Mayor and City Council and Utilities Commission
c/o Trevor Walter, PE
City of Baxter, Minnesota

FROM: Scott Hedlund, PE

DATE: October 26, 2016

RE: 2018 Cypress Drive Improvements
Monthly Project Status Update
SEH No. BAXTE 138944 20.00

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

A. Public Involvement
- A project informational letter was mailed to properties within the project limits in early October 2016.
  - Site meeting held with one property owner in response to the letter.
  - Phone conference with one property owner in response to the letter.
- Site meeting held with one other property primarily regarding site access for soil borings.
- The goal is to hold an open house showing the project layout drawings in January/February after Utilities Commission and City Council reviews of the layout.

B. Preliminary Design
- Topographic design survey update work is in process.
- Property ownership and encumbrance reports have been ordered, but not received.
- Traffic study update work has started including traffic counts on the southerly half of the project and existing conditions noise analysis field work.
- Geometric design update work is in process with emphasis on the southerly half of the project.
  - A roundabout concept option is being developed at the Cypress Drive/ College Road intersection.
- Stormwater design update work is in process with emphasis on the southerly half of the project including storm pond locations, sizing, and outlet routing.
- Soil borings on the southerly portion of the project were completed in October.
- Multiple design discussions/meetings have been held with City staff.
- The goal is to have an updated layout for discussion at the December/January Utilities Commission and City Council meetings.

C. Railroad Agreements
- Working with BNSF on site access – applied for access permit.
- Met with City Staff, City Attorney, WSN, and BMI to discuss railroad strategy and timing of contacts on the various current City projects with railroad involvement.

D. Phase 1 Environmental Site Assessment
- The draft report is being prepared.
- A site visit by SEH environmental staff has occurred.

- Interviews are in process.
- The goal is to have a draft report ready for discussion at the December Utilities Commission meeting.

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

E. Total project budget:
   - The preliminary total project budget based on the 2016 bonding bill request is $10.8M.
   - An updated budget is being developed with the preliminary design.

F. Consultant budget:
   - There are no unapproved scope changes at this time.

c: Kelly Steele, Jeremy Vacinek – City of Baxter
sh
p:\ae\b\baxte\138944\2-proj-mgmt\monthly project status memos\m seh to city 2018 cypress drive project status memo 102616.docx

BOLTON & MENK
Real People. Real Solutions.

7656 Design Road
Suite 200
Baxter, MN 56425-8676

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

MEMORANDUM

Date: October 26, 2016

To: Baxter Utilities Commission

From: Mike Rardin, PE MPR

Cc: Trevor Walter, PE – City Engineer/Public Works Director

Subject: Project Update
Golf Course Drive Project
City of Baxter
Project No: B11.111354

Work Progress - Seventh Update
Work on this project was substantially completed on Thursday, October 6, 2016. Permanent pavement markings were completed on Monday, October 10th.

The new storm sewer was cleaned and televised during late September and a report was provided to the City the week of October 3rd. A walk through inspection was conducted by the Contractor, City, and Bolton & Menk staff on Thursday morning, October 13, 2016. A punch list of items was developed and distributed immediately following the inspection.

The contractor has been working on punch list items since Monday, October 17th. Most items are minor except for groundwater leakage discovered in seven manholes and four sections of pipe along with acceptance of turf establishment. The contractor has not yet informed the City how the sewer / manhole leaks will be repaired. Based on turf establishment requirements, the City should not accept the turf establishment work until next spring when it can be determined that the work done this fall is successful. If grass does not successfully reestablish itself in the seeded areas within the time period allowed for in the contract, those areas may need to be reseeded next spring. That could be an additional cost of $1,500 to $2,500 to the City.

The City considered and approved Change Order No. 2, in the amount of $5,281, during October. Change Order No. 3, in the amount of $9,728.60, has been prepared and will be presented separately to the Utility Commission on November 2, 2016.

An Engineering Services Fee Amendment, in the amount of $24,764, which deals with extra work associated with the Mills Fleet Farm site storm sewer re-routing, capacity, and condition evaluation along with minor utility inspection work has been prepared and submitted to the City by Bolton & Menk.

Project Schedule
The following is a brief summary of future construction activities:

November 2016 / June 2017 - storm sewer leak repair
May / June 2017 - completion / acceptance of turf establishment

Completion Dates
The contract calls for substantial completion by October 7th with final completion by October 14th. The project was substantially complete on October 6th. Due to contract terms related to turf establishment requirements and acceptance, final completion should be extended to next spring or summer. A Change Order acknowledging this final completion date change should be processed this fall. Final project acceptance and payment is expected to occur before the end of June 2017.

Costs
The following summarizes estimated construction costs for this project:

Item	Cost
Original Contract Amount	$1,090,108.01
Change Order No. 1	$12,947.34
Change Order No. 2	$5,281.00
Change Order No. 3	$9,728.60
Final Contract Amount (to be verified)	$1,133,034.84
Increased Contract Amount	$42,926.83

At this time requested changes and changes in contract quantities have increased the project cost $42,926.83. All of the above changes were either requested or found to be acceptable to City staff. Reseeding next year could possibly add up to several thousand dollars to the final contract amount.

Change Orders 1 and 2 have been previously approved by the City. Change Order No. 3 will be presented separately to the Commission on November 2nd.

A 5% construction contingency in the amount of $54,505 was provided for this project. Final construction costs are currently estimated to be approximately $11,600 below that amount.

Partial Estimate No. 3, to be presented to the Utility Commission on November 2nd, provides payment for up to 98% of the Final Contract Amount above. It is recommended that 2% of the Final Contract Amount, $22,660.70, be retained to protect City interests associated with the completion / acceptance of turf establishment in 2017 and the repair of storm sewer leaks.

Earlier in 2017 the City requested Bolton & Menk to evaluate the location, capacity, and condition of the existing storm sewer system in the project area and particularly beneath the Mills Fleet Farm store. This work was beyond the original scope of the Golf Course Drive Improvement project. In addition, on October 17th, the City requested Bolton & Menk to oversee right of way restoration associated with the relocation of the CenterPoint Energy gas main along the east side of Golf Course Drive. This utility work was not necessary for completion of the project and is considered beyond the scope of the Golf Course Drive Improvement project. The cost for this work was estimated at the time and has been tracked accordingly since then as follows:

Name: Golf Course Drive Project - Progress Report
Date: October 26, 2016
Page: 3

Work Requested	Estimated Cost	Actual Cost
Task 13 - Evaluate storm sewer locations	$10,000 to $15,000	$12,894
Task 14 - Evaluate the capacity of the existing storm sewers	$7,450	$7,445
Task 15 - Evaluate the condition of storm sewers; recommend future inspection schedule	$5,000	$3,225
Oversee right of way restoration by CenterPoint Energy	$1,200	Pending

Other engineering services for the project have been continuing as agreed to according to the existing "Not to Exceed" contract.

BOLTON & MENK
Real People. Real Solutions.

7656 Design Road
Suite 200
Baxter, MN 56425-8676

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

October 25, 2016

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

RE: Fee Amendment - Engineering Services Contract
2016 Golf Course Drive Improvement Project
Municipal Project Number 4110
City of Baxter

Dear Mr. Walter,

We are currently under contract with the City for engineering services related to the design and construction of the 2016 Golf Course Drive Improvement Project, Municipal Project Number 4110. During the design of the project and at the end of construction the City requested Bolton & Menk to perform extra work beyond the scope of the original contract.

Completed Additional Work
During the design of the project we completed additional work requested by the City related to evaluating the existing storm sewer system in the project area and particularly beneath the Mills Fleet Farm store. The work requested provided information to allow the City to evaluate the capacity, condition, and location of the existing storm sewer to answer concerns raised over possible relocation and sizing. This work was beyond the original scope of the Golf Course Drive Improvement project. The cost for this work was estimated at the time and costs have been tracked accordingly since then as follows:

Work Requested	Estimated Cost	Actual Cost
Task 13 - Evaluate the re-routing of Design Road and Excelsior Road storm sewers	$10,000 to $15,000	$12,894
Task 14 - Perform a capacity study of the Excelsior Road storm sewer	$7,450	$7,445
Task 15 - Inspect and evaluate the 42", 48", and 66" storm sewers beneath the Mills Fleet Farm Store; recommend future inspection methodology and schedule	$5,000	$3,225
Total Amount Requested		$23,564

This work has been completed and results were reported back to the City during February, March, and April.

Name: Fee Amendment - Engineering Services
Date: October 25, 2016
Page: 2

Pending Additional Work
During early October the contractor completed work on the Golf Course Drive Project. However, some utility relocation work remained to be completed. On October 17th, the City requested Bolton & Menk to oversee right of way restoration associated with the relocation of the CenterPoint Energy gas main along the east side of Golf Course Drive. This utility work was not necessary for completion of the project but due to the location of the gas line both the City and CenterPoint Energy felt relocation was necessary. Oversight of this right of way restoration is considered beyond the scope of the Golf Course Drive Improvement project. This work is felt to be minimal and is estimated to cost less than $1,200.

Fee Amendment
Our previously approved "Not to Exceed" fee was $133,180. The revised "Not to Exceed" fee, which includes the $23,564 of completed work and $1,200 of pending work, will be $157,944. The completed additional work (Tasks 13, 14, and 15) in the amount of $23,564 has previously been billed to the City. The pending additional work, up to a not to exceed amount of $1,200, will be billed on an hourly basis.

We thank you for your consideration of our requested Fee Amendment and for giving us the opportunity to work with the City on this project.

Please feel free to contact me at 218-232-6536 or via e-mail at michaelra@bolton-menk.com if you have any questions or if you require additional information.

Sincerely,

Bolton & Menk, Inc.

Michael P. Rardin

Mike Rardin, PE
Senior Project Manager

This contract fee amendment is hereby approved and payment to Bolton & Menk, Inc. is authorized as agreed to above.

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

Date: _____

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 3

Date of Issuance:	October 24, 2016	Effective Date:	Council Approval
Owner:	City of Baxter, Minnesota	Owner's Contract No.:	4110
Contractor:	Anderson Brothers Construction	Contractor's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	B11.111354
Project:	2016 Golf Course Drive Improvement Project	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:
Description: See Attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,090,108.01	Original Contract Times: Substantial Completion: September 30, 2016 Ready for Final Payment: October 14, 2016 days or dates
Increase from previously approved Change Orders No. 1 to No. 2: $ 18,228.34	Increase from previously approved Change Orders No. 1 to No. 2: Substantial Completion: October 7, 2016 Ready for Final Payment: October 14, 2016 dates
Contract Price prior to this Change Order: $ 1,108,336.35	Contract Times prior to this Change Order: Substantial Completion: October 7, 2016 Ready for Final Payment: October 14, 2016 dates
Increase of this Change Order: $ 9,728.60	[Increase] [Decrease] of this Change Order: Substantial Completion: October 7, 2016 Ready for Final Payment: October 14, 2016 dates
Contract Price incorporating this Change Order: $ 1,118,064.95	Contract Times with all approved Change Orders: Substantial Completion: October 7, 2016 Ready for Final Payment: October 14, 2016 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Bryan D. Brown	By:	By: Al Kramer
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title:	Title: VP Roads & Streets
Date: 10/26/16	Date:	Date: 10/25/16

Approved by Funding Agency (if applicable)
By: _____ Date: _____
Title: _____

CHANGE ORDER NO. 3
2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT
CITY OF BAXTER, MN
CITY PROJECT NO. 4110
BMI PROJECT NO. B11.111354
WORK COMPLETED THROUGH OCTOBER 21, 2016

ITEM NO.		ITEM	CONTRACT QUANTITIES				PREVIOUS ESTIMATE		COMPLETED TO DATE	
			UNIT PRICE	ESTIMATED QUANTITY	UNIT	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2571.501	FURNISH & INSTALL 6 TREES	$5,500.00	1	LUMP SUM	$5,500.00	0	$0.00	1	$5,500.00
2	2506.503	RECONSTRUCT DRAINAGE STRUCTURE (OFFICE MAX)	$1,002.00	1	LUMP SUM	$1,002.00	0	$0.00	1	$1,002.00
3	2506.503	RECONSTRUCT DRAINAGE STRUCTURE (UNIVERSAL ROAD)	$1,360.43	1	LUMP SUM	$1,360.43	0	$0.00	1	$1,360.43
4	-	PANACHE TEMPORARY ENTRANCE ROAD & SITE CLEAN-UP	$970.00	1	LUMP SUM	$970.00	0	$0.00	1	$970.00
5	2611.4J	HYDRANT EXTENSION	$896.17	1	LUMP SUM	$896.17	0	$0.00	1	$896.17
		TOTAL CHANGE ORDER NO. 2				**$9,728.60**		**$0.00**		**$9,728.60**

CONTRACTOR'S PAY REQUEST **2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT** **CITY OF BAXTER, MN** CITY PROJECT NO. 4110 BMI PROJECT NO. B11.111354 WORK COMPLETED THROUGH OCTOBER 21, 2016	DISTRIBUTION: CONTRACTOR (1) OWNER (1) ENGINEER (1) BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$1,118,064.95
TOTAL, COMPLETED WORK TO DATE	$1,133,034.84
TOTAL, STORED MATERIALS TO DATE	$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	$1,133,034.84
RETAINED PERCENTAGE (2%)	$22,660.70
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$1,110,374.15
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$833,136.30
PAY CONTRACTOR AS ESTIMATE NO. 3	$277,237.85

Certificate for Partial Payment

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

SUBMITTED: Anderson Brothers Construction
11325 State Highway 210
Brainerd, MN 56401
BY: Al Krom DATE: 10/26/16

RECOMMENDED: Bolton & Menk, Inc
7656 Design Road, Suite 200
Baxter, MN 56425
BY: Bryan D. Oram DATE: 10/26/16

APPROVED: City of Baxter
P.O. Box 2626
Baxter, MN 56425-2626
BY: _____ DATE: _____
Kelly Steele - Asst. City Administrator

APPROVED: City of Baxter
P.O. Box 2626
Baxter, MN 56425-2626
BY: _____ DATE: _____
Darrel Olson - Mayor

APPROVED: City of Baxter
Utilities Commission
P.O. Box 2626
Baxter, MN 56425-2626
BY: _____ DATE: _____

Partial Pay Estimate No. 3

2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT
CITY OF BAXTER, MN
CITY PROJECT NO. 4110
BMI PROJECT NO. B11.111354
WORK COMPLETED THROUGH OCTOBER 21, 2016

ITEM NO.		ITEM	CONTRACT QUANTITIES				PREVIOUS ESTIMATE		COMPLETED TO DATE	
			UNIT PRICE	ESTIMATED QUANTITY	UNIT	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	$38,000.00	1.00	LUMP SUM	$38,000.00	0.80	$30,400.00	1.00	$38,000.00
2	2101.502	CLEARING	$150.00	1	TREE	$150.00	1	$150.00	1	$150.00
3	2101.507	GRUBBING	$150.00	1	TREE	$150.00	1	$150.00	1	$150.00
4	2104.501	REMOVE SEWER PIPE (STORM)	$9.00	2501	LIN FT	$22,509.00	2,555	$22,995.00	2,555	$22,995.00
5	2104.501	REMOVE CURB AND GUTTER	$3.50	2581	LIN FT	$9,033.50	2,841	$9,943.50	2,841	$9,943.50
6	2104.503	REMOVE CONCRETE SIDEWALK	$2.60	395	SQ FT	$1,027.00	395	$1,027.00	996	$2,589.60
7	2104.505	REMOVE BITUMINOUS PAVEMENT	$2.05	7308	SQ YD	$14,981.40	8,273	$16,959.65	8,422	$17,265.10
8	2104.509	REMOVE CASTING (STORM)	$75.00	30	EACH	$2,250.00	32	$2,400.00	32	$2,400.00
9	2104.509	REMOVE DRAINAGE STRUCTURE	$600.00	15	EACH	$9,000.00	17	$10,200.00	17	$10,200.00
10	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	$3.25	304	LIN FT	$988.00	298	$968.50	298	$968.50
11	2104.513	SAWING CONCRETE PAVEMENT (FULL DEPTH)	$5.50	29	LIN FT	$159.50	34	$187.00	55	$302.50
12	2104.523	SALVAGE SIGN	$50.00	19	EACH	$950.00	8	$400.00	17	$850.00
13	2104.523	SALVAGE CASTING (SANITARY)	$110.00	18	EACH	$1,980.00	17	$1,870.00	17	$1,870.00
14	2105.501	COMMON EXCAVATION (P) (EV)	$10.00	3306	CU YD	$33,060.00	3,306	$33,060.00	3,306	$33,060.00
15	2105.601	DEWATERING	$80,000.00	1.00	LUMP SUM	$80,000.00	1.00	$80,000.00	1.00	$80,000.00
16	2123.501	COMMON LABORERS	$45.00	20	HOUR	$900.00	0	$0.00	23	$1,035.00
17	2123.601	STREET SWEEPER (WITH PICKUP BROOM)	$125.00	8	HOUR	$1,000.00	4	$500.00	11	$1,375.00
18	2211.503	AGGREGATE BASE (CV), CLASS 5	$25.00	1590	CU YD	$39,750.00	1,590	$39,750.00	1,590	$39,750.00
19	2215.501	FULL DEPTH RECLAMATION (P)	$2.10	11731	SQ YD	$24,635.10	11,731	$24,635.10	11,731	$24,635.10
20	2232.501	MILL BITUMINOUS PAVEMENT (4")	$5.50	155	SQ YD	$852.50	0	$0.00	155	$852.50
21	-	BITUMINOUS PATCH	$28.00	130	SQ YD	$3,640.00	0	$0.00	104	$2,912.00
22	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	$48.00	4945	TON	$237,360.00	2,334	$112,032.00	4,976	$238,848.00
23	2503.541	12" HDPE PIPE SEWER (STORM)	$37.50	13	LIN FT	$487.50	8	$300.00	8	$300.00
24	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	$41.00	357	LIN FT	$14,637.00	359	$14,719.00	359	$14,719.00
25	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	$44.00	8	LIN FT	$352.00	8	$352.00	8	$352.00
26	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	$52.00	733	LIN FT	$38,116.00	732	$38,064.00	732	$38,064.00
27	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS III	$66.00	170	LIN FT	$11,220.00	161	$10,626.00	161	$10,626.00
28	2503.541	33" RC PIPE SEWER DESIGN 3006 CLASS III	$81.00	146	LIN FT	$11,826.00	146	$11,826.00	146	$11,826.00
29	2503.541	36" RC PIPE SEWER DESIGN 3006 CLASS III	$82.00	1498	LIN FT	$122,836.00	1,488	$122,016.00	1,488	$122,016.00
30	2503.541	42" RC PIPE SEWER DESIGN 3006 CLASS III	$145.00	6	LIN FT	$870.00	5	$725.00	5	$725.00
31	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	$330.00	32.00	LIN FT	$10,560.00	32.00	$10,560.00	32.00	$10,560.00
32	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	$350.00	4.71	LIN FT	$1,648.50	4.71	$1,648.50	4.71	$1,648.50
33	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	$400.00	68.28	LIN FT	$27,312.00	68.28	$27,312.00	68.28	$27,312.00
34	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	$535.00	20.25	LIN FT	$10,833.75	20.25	$10,833.75	20.25	$10,833.75
35	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	$650.00	7.00	LIN FT	$4,550.00	7.00	$4,550.00	7.00	$4,550.00
36	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	$1,250.00	5.80	LIN FT	$7,250.00	5.80	$7,250.00	5.80	$7,250.00
37	2506.516	R-3250 DVSP CASTING ASSEMBLY	$1,000.00	35	EACH	$35,000.00	34	$34,000.00	34	$34,000.00
38	2506.516	R-1733 CASTING ASSEMBLY	$700.00	1	EACH	$700.00	0	$0.00	1	$700.00
39	2506.516	R-2573 CASTING ASSEMBLY	$575.00	2	EACH	$1,150.00	0	$0.00	3	$1,725.00
40	2506.521	RE-INSTALL CASTING (SANITARY)	$500.00	18	EACH	$9,000.00	0	$0.00	17	$8,500.00
41	2506.602	ADJUST FRAME RING & CASTING (SANITARY)	$1,300.00	9	EACH	$11,700.00	6	$7,800.00	9	$11,700.00
42	2506.620	CONNECT TO EXISTING STORM SEWER (PIPE)	$525.00	6	EACH	$3,150.00	6	$3,150.00	6	$3,150.00
43	2506.620	CONNECT TO EXISTING DRAINAGE STRUCTURE	$900.00	3	EACH	$2,700.00	3	$2,700.00	3	$2,700.00
44	2521.501	6" CONCRETE WALK	$7.00	287	SQ FT	$2,009.00	383	$2,681.00	383	$2,681.00
45	2531.501	CONCRETE CURB & GUTTER, DESIGN B618	$17.00	2330	LIN FT	$39,610.00	2,642	$44,914.00	2,642	$44,914.00
46	2531.501	CONCRETE CURB & GUTTER, DESIGN B624	$14.50	4488	LIN FT	$65,076.00	4,472	$64,844.00	4,472	$64,844.00
47	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	$63.00	14	SQ YD	$882.00	175	$11,025.00	175	$11,025.00
48	2531.604	8" CONCRETE VALLEY GUTTER	$80.00	80	SQ YD	$6,400.00	88	$7,040.00	88	$7,040.00
49	2531.618	TRUNCATED DOMES	$42.00	32	SQ FT	$1,344.00	32	$1,344.00	32	$1,344.00
50	2540.602	MAILBOX SUPPORT	$132.00	6	EACH	$792.00	0	$0.00	6	$792.00
51	2563.601	TRAFFIC CONTROL	$3,100.00	1.00	LUMP SUM	$3,100.00	0.80	$2,480.00	1.74	$5,394.00
52	2564.602	INSTALL SIGNS	$80.00	44	EACH	$3,520.00	0	$0.00	41	$3,280.00
53	2564.602	FURNISH TYPE C SIGNS	$80.00	25	EACH	$2,000.00	0	$0.00	27	$2,160.00
54	2564.515	FURNISH & INSTALL SIGN POST	$55.00	2	EACH	$110.00	0	$0.00	40	$2,200.00
55	2571.501	DECIDUOUS TREE 6' HT B&B	$885.00	1	TREE	$885.00	0	$0.00	0	$0.00
56	2573.530	STORM DRAIN INLET PROTECTION	$135.00	52	EACH	$7,020.00	51	$6,885.00	51	$6,885.00
57	2573.535	STABILIZED CONSTRUCTION EXIT	$550.00	1	LUMP SUM	$550.00	0	$0.00	0.00	$0.00
58	2573.550	EROSION CONTROL SUPERVISOR	$1,105.30	1	LUMP SUM	$1,105.30	0.80	$884.24	1.00	$1,105.30
59	2574.508	FERTILIZER TYPE 1	$0.79	232	POUND	$183.28	0	$0.00	350	$276.50
60	2574.525	COMMON TOPSOIL BORROW (LV)	$31.81	1072	CU YD	$34,100.32	0	$0.00	494	$15,714.14
61	2575.501	SEEDING	$527.66	1.16	ACRE	$612.09	0.00	$0.00	1.46	$770.38
62	2575.502	SEED MIXTURE 25-131	$3.00	384	POUND	$1,152.00	0	$0.00	550	$1,650.00
63	2575.505	SODDING TYPE LAWN	$6.25	4031	SQ YD	$25,193.75	0	$0.00	5,253	$32,831.25
64	2575.523	EROSION CONTROL BLANKET CATEGORY 3	$1.69	500	SQ YD	$845.00	0	$0.00	0	$0.00
65	2575.562	HYDRAULIC MATRIX TYPE FIBER REINFORCED MATRIX	$2.10	4640	POUND	$9,744.00	0	$0.00	5,700	$11,970.00
66	2582.502	4" BROKEN LINE YELLOW-PAINT	$0.16	850	LIN FT	$136.00	0	$0.00	860	$137.60
67	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	$0.32	1764	LIN FT	$564.48	0	$0.00	3,041	$973.12
68	2582.502	4" SOLID LINE WHITE-PAINT	$2.11	65	LIN FT	$137.15	0	$0.00	250	$527.50
69	2582.502	8" SOLID LINE WHITE-PAINT	$0.21	10009	LIN FT	$2,101.89	0	$0.00	10,086	$2,118.06
70	2611.4J	ADJUST GATE VALVE BOX & COVER	$165.00	19	EACH	$3,135.00	0	$0.00	14	$2,310.00
71	2611.4J	REPLACE GATE VALVE BOX & COVER	$725.00	5	EACH	$3,625.00	0	$0.00	3	$2,175.00
72	-	MAINTAIN AND REINSTALL IRRIGATION SYSTEMS	$5,500.00	1.00	LUMP SUM	$5,500.00	0	$0.00	1.08	$5,951.00
73	-	CHEMICAL INJECTION ACCESS SET-UP	$1,600.00	1	EACH	$1,600.00	1	$1,600.00	1	$1,600.00
74	-	CHEMICAL INJECTION GROUTING-JOINTS GROUTED (66" RC PIPE)	$1,900.00	10	EACH	$19,000.00	10	$19,000.00	10	$19,000.00
		TOTAL BID AMOUNT:				**$1,090,108.01**		**$858,757.24**		**$1,105,077.90**

Partial Pay Estimate No. 3

2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT
CITY OF BAXTER, MN
CITY PROJECT NO. 4110
BMI PROJECT NO. B11.111354
WORK COMPLETED THROUGH OCTOBER 21, 2016

ITEM NO.		ITEM	CONTRACT QUANTITIES				PREVIOUS ESTIMATE		COMPLETED TO DATE	
			UNIT PRICE	ESTIMATED QUANTITY	UNIT	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
CHANGE ORDER NO. 1										
1	2511.501	RIP RAP	$381.15	1	LUMP SUM	$381.15	1	$381.15	1	$381.15
2	2573.533	SEDIMENT CONTROL LOG TYPE BIORLL	$4.68	773	LIN FT	$3,617.64	773	$3,617.64	773	$3,617.64
3	2611.4A	UNIVERSAL ROAD INTERSECTION WATERMAIN REMOVAL	$1,693.40	1	LUMP SUM	$1,693.40	1	$1,693.40	1	$1,693.40
4	2611.4A	WATERMAIN CROSSING LOWERING STATION 30+30	$4,192.35	1	LUMP SUM	$4,192.35	1	$4,192.35	1	$4,192.35
5	2611.4A	WATERMAIN CROSSING LOWERING STATION 34+12	$3,062.80	1	LUMP SUM	$3,062.80	1	$3,062.80	1	$3,062.80
		SUBTOTAL CHANGE ORDER NO. 1				$12,947.34		$12,947.34		$12,947.34
CHANGE ORDER NO. 2										
1	2531.501	CONCRETE CURB & GUTTER REBAR	$858.00	1	LUMP SUM	$858.00	1	$858.00	1	$858.00
2	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	$2,438.00	1	LUMP SUM	$2,438.00	1	$2,438.00	1	$2,438.00
3	2506.516	RE-ALIGN EXISTING CATCH BASIN STRUCTURES	$1,655.00	1	LUMP SUM	$1,655.00	1	$1,655.00	1	$1,655.00
4	2506.521	RE-INSTALL CASTINGS	$330.00	1	LUMP SUM	$330.00	1	$330.00	1	$330.00
		SUBTOTAL CHANGE ORDER NO. 2				$5,281.00		$5,281.00		$5,281.00
CHANGE ORDER NO. 3										
1	2571.501	FURNISH & INSTALL 6 TREES	$5,500.00	1	LUMP SUM	$5,500.00	0	$0.00	1	$5,500.00
2	2506.503	RECONSTRUCT DRAINAGE STRUCTURE (OFFICE MAX)	$1,002.00	1	LUMP SUM	$1,002.00	0	$0.00	1	$1,002.00
3	2506.503	RECONSTRUCT DRAINAGE STRUCTURE (UNIVERSAL ROAD)	$1,360.43	1	LUMP SUM	$1,360.43	0	$0.00	1	$1,360.43
4	-	PANACHE TEMPORARY ENTRANCE ROAD & SITE CLEAN-UP	$970.00	1	LUMP SUM	$970.00	0	$0.00	1	$970.00
5	2611.4J	HYDRANT EXTENSION	$896.17	1	LUMP SUM	$896.17	0	$0.00	1	$896.17
		SUBTOTAL CHANGE ORDER NO. 3				$9,728.60		$0.00		$9,728.60
		TOTAL BID AMOUNT PLUS CHANGE ORDER NO. 1 ,2 & 3:				$1,118,064.95		$876,985.58		$1,133,034.84

BOLTON & MENK
Real People. Real Solutions.

7656 Design Road
Suite 200
Baxter, MN 56425-8676

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

October 24, 2016

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

RE: Proposal for Engineering Services
2017 Sealcoat Project
City of Baxter

Dear Mr. Walter,

On October 5, 2016 the Baxter Utility Commission discussed past City sealcoat projects, the City's Pavement Management Plan, and City streets proposed for 2017 sealcoating (see attached list). Based on this discussion, the Baxter Utilities Commission recommended the 2017 Sealcoat Project be pursued as recommended and requested Bolton & Menk, Inc. to submit a proposal to the City for design, bidding, contract administration, and construction observation services for this proposed project.

As requested, we have prepared the following scope of services, budget, and tentative schedule for the proposed 2017 Sealcoat Project. This project consists of sealcoating 69 street segments totaling about 9.9 miles in length and approximately 215,000 square yards in area, approximately 9,000 feet of trails totaling 10,425 square yards in area, and the City's Public Works Facility totaling approximately 9,354 square yards in area. This work includes fog sealing and pavement markings as appropriate.

Scope of Services:
Based on our past experience with the City, we propose the following services:

1. Project Scope Planning:
    a. verify specification changes desired in 2017
    b. verify Public Works Facility work and estimated quantities
    c. obtain listing and dimensions of trails to be sealcoated in 2017
    d. obtain pavement marking cut sheets from the City for streets to be sealcoated
2. Design Phase:
    a. update sealcoat map to include trails
    b. verify street widths and turn lane / cul-de-sac areas
    c. calculate estimated quantities and costs
    d. prepare project manual for bid phase
    e. obtain project approval and bid authorization
3. Bid Phase:
    a. advertisement of project
    b. respond to bidder questions or concerns
    c. participate in bid opening
    d. evaluate bids and recommend award of contract
4. Construction Observation Services:
    a. conduct a pre-construction conference

b. preparation of property owner notifications for City and contractor use
c. conduct a construction kick-off meeting
d. construction inspection
e. documentation of contract quantities
f. conduct a final walk through inspection
g. preparation of punch list items

5. Contract Administration
   a. preparation of City Council and Utility Commission Reports
   b. attendance at City Council and Utility Commission Meetings
   c. preparation of change orders
   d. preparation of partial and final contract quantities and payments
   e. recommendations on project closeout activities and contract compliance issues, if any

Budget:
Project Budget - we understand the City has budgeted a total of $500,000 for pavement sealcoating which includes both local and Municipal State Aid (MSA) designated streets. We assume the City has budgeted approximately $70,000 towards sealcoating the Public Works Facility and $15,000 towards trail sealcoating efforts. These amounts are intended to cover 100% of the construction and engineering costs needed to deliver this project. Based on the streets proposed for 2017 sealcoating along with $70,000 in Public Works Facility sealcoating and $15,000 in trail sealcoating costs, we estimate the 2017 total sealcoat **construction** costs to be approximately $435,000.

Engineering Services - we propose to provide the services outlined above at the following estimated costs:

Scope Planning Phase	$3,500	Hourly - not to exceed
Design Phase	$7,000	Hourly - not to exceed
Bidding Phase	$3,500	Hourly - not to exceed
Construction Observation	$23,000	Hourly
Contract Administration	$6,000	Hourly - not to exceed
Total	$43,000	

The costs proposed above are based on services (and actual costs) provided by us for the past several sealcoat projects completed by the City. Please note that the "Construction Observation" service is proposed as hourly as contractor performance greatly affects the actual time and thus the cost required for this service. With that said, we do feel the estimated cost stated above should be fairly accurate for this service.

Schedule:
The following schedule is proposed for this project:

Task	Date
Authorize Project	November 2016
Retain Consultant	November 2016
Scope Planning	November - December 2016
Design	December 2016 - February 2017
Bidding	February - March 2017
Award Contract	March - April 2017

Name: Proposal for Engineering Services - 2017 Sealcoat Project
Date: October 24, 2016
Page: 3

Sealcoat Construction (15 day construction window)	July 5, 2017 - August 11, 2017
Final Completion	August 25, 2017

Thank you for the opportunity to present this proposal. Please feel free to contact me at 218-232-6536 or via e-mail at michaelra@bolton-menk.com if you have any questions or if you require additional information.

Sincerely,

Bolton & Menk, Inc.

Michael P. Rardin

Mike Rardin, PE
Senior Project Manager

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

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

Date: _____

2017 Proposed Sealcoat Project
October 20, 2016

GIS Identifier	Full Road Name	Map Book ID	PMP Mgmt Area	Pavement Width (Ft)	Pavement Area (Sq Yds)	Year Constructed	Last Year Improved	Last Year Sealcoated	Current PASER Rating
306-010	AUDUBON WAY	A4	4	36	4662	2004	2004		6
306-020	AUDUBON WAY	A4 / B4	4	36	3694	2004	2004		6
310-010	BAXTER DR	C5	4	48	1912	2003	2003		6
329-010	CHARLES ST	C5	4	36	295	2003	2003		6
329-020	CHARLES ST	C5	4	36	1641	2003	2003		6
334-190	CLEARWATER RD	C4	4	44	2150	1991	2016		10
334-200	CLEARWATER RD	C4	4	44	2329	1996	2016		10
334-210	CLEARWATER RD	C4	4	44	978	2008	2008		6
334-220	CLEARWATER RD	C4	4	44	4698	2007	2007		6
337-010	CONSERVATION DR	C5	4	36	2574	1985	2015		9
337-020	CONSERVATION DR	C5	4	36	1440	1993	2015		9
337-030	CONSERVATION DR	C5	4	36	1381	2003	2015		9
341-070	CYPRESS DR	C4	4	72	21855	2007	2007		7
341-080	CYPRESS DR	C4	4	72	9541	2007	2007		7
344-010	DELLWOOD DR	C4	4	36	4178	1985	2015		9
344-020	DELLWOOD DR	C4	4	32	1779	1993	2015		9
344-030	DELLWOOD DR	C4	4	32	4232	1993	2015		9
344-040	DELLWOOD DR	B4 / C4	4	32	10103	1993	2015		9
344-050	DELLWOOD DR	B4	4	36	1496	1993	2015		9
344-060	DELLWOOD DR	B4	4	36	371	2002	2015		9
344-080	DELLWOOD DR	B4	4	36	5272	2015	2015		10
737-090	DELLWOOD DR	A4 / B4	4	24	7110	1978	2016		10
351-030	EDGEWOOD DR	C4	3	32	2366	1993	2015		9
351-040	EDGEWOOD DR	B4 / C4	3	32	7798	1993	2015		9
351-050	EDGEWOOD DR	B4	4	36	1888	2002	2015		8
351-080	EDGEWOOD DR	B4	4	36	7656	2004	2004		6
351-090	EDGEWOOD DR	A3 / B3 / B4	4	36	48	2004	2004		6
351-100	EDGEWOOD DR	A3	4	36	8814	2004	2004		6
353-060	ELDER DR	D4	3	44	964	1998	1998		6
358-170	EXCELSIOR RD	C4	4	40	4608	2015	2015		10
358-180	EXCELSIOR RD	C4	4	40	3508	2015	2015		10
358-190	EXCELSIOR RD	C5	4	36	2577	1993	1993		10
358-200	EXCELSIOR RD	C5	4	44	4092	1993	1993		10
362-220	FAIRVIEW RD	C5	4	24	1608	1985	2015		9
362-230	FAIRVIEW RD	C5	4	24	459	1985	2015		9
380-040	GOLF COURSE DR	C4	4	38	4210	1981	2016		10
380-050	GOLF COURSE DR	C4	4	38	1834	1981	2016		10
380-060	GOLF COURSE DR	C4	4	38	279	1981	2016		10
380-070	GOLF COURSE DR	C4	4	24	1339	1996	2016		10
380-080	GOLF COURSE DR	C4	4	24	1851	1996	2016		10
380-090	GOLF COURSE DR	C4	4	24	2527	1996	2016		10
380-100	GOLF COURSE DR	C4	4	24	140	1996	2016		10
380-110	GOLF COURSE DR	B4 / C4	4	36	7024	1996	2016		10
421-010	LAKE FOREST RD	B3	4	44	3629	2006	2006		6
421-020	LAKE FOREST RD	A3 / B3	4	48	2930	2004	2004		5
421-030	LAKE FOREST RD	A3	4	48	2444	2004	2004		6
499-010	MERTENS DR	B4	4	26	1343	2016	2016		10
451-010	NOVOTNY RD	B4	4	52	1375	2004	2004		7
451-030	NOVOTNY RD	B4	4	39	931	2015	2015		10
451-040	NOVOTNY RD	B4	4	36	2135	2015	2015		10
451-050	NOVOTNY RD	B4	4	36	2021	2015	2015		10
464-010	PEARL DR	B4	4	36	2659	2004	2004		6
485-010	WHISPERING WOODS LN	B4	4	36	1850	2002	2002		6
485-020	WHISPERING WOODS LN	B4	4	36	649	2002	2002		6
485-030	WHISPERING WOODS LN	B4	4	26	2377	2016	2016		10
485-040	WHISPERING WOODS LN	B4	4	26	1198	2016	2016		10
487-010	WILDFLOWER DR	C4 / B4	3	26	3570	2014	2014		10
487-020	WILDFLOWER DR	B4	3	26	2596	2014	2014		10
488-040	WOIDA RD	B3	3	24	2240	1985	2015		10
488-050	WOIDA RD	B3	3	24	877	1985	2015		10
488-060	WOIDA RD	B3	3	24	3145	1985	2015		10
488-070	WOIDA RD	B3	3	24	1589	1985	2015		10
488-080	WOIDA RD	B3 / B4	3	24	1709	1985	2015		10
488-090	WOIDA RD	B4	3	24	1912	1985	2015		10
488-100	WOIDA RD	B4	3	44	1586	2006	2006		6
488-110	WOIDA RD	B4	3	44	2040	2006	2006		6
488-120	WOIDA RD	B4	3	44	1287	2006	2006		4
488-140	WOIDA RD	B4	4	44	1257	1993	2016		10
488-150	WOIDA RD	B4	4	36	3217	1996	2016		10

MEMO

WIDSETH SMITH NOLTING

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

Date: October 26, 2016
To: **Baxter City Council**
From: Aric Welch
Cc: Trevor Walter
Project Name: 2016 Mill and Overlay, FDR and Turn Lane Improvements
Project No.: 0102B0379.000
Subject: **Project Update**

Summary of Work Completed Since Last Update

The Contractor worked on punch list items and installed the signs.

Work Remaining

Minor bituminous patching in the Southdale project area to repair some of the marks in the bituminous pavement left by the rubber tire roller. This work will need to be completed before the Council addresses final payment.

Changes

Change Order 3 is being presented in the amount of $5,417.50. A summary of the change order items is as follows:

- City staff requested the trail "Stop" and "No Motor Vehicles Permitted" sign on the wet side of the Private Drive off of College Road be placed on the south side of the trail in the existing bituminous parking lot. A concrete pad was poured to accept the anchor system for the sign. The change in the amount of $100.00 if the for the furnishing and installation of the anchor system.
- Type C signs were not included as a bid item and the City requested additional "No Parking" and "Dead End" signs on Maplewood Drive. Total cost was $1,957.50.
- Trail signs were not included as a bid item and the City requested new "Stop" and "No Motor Vehicles Permitted" signs at Cypress Drive and Southdale Park. Total Cost was $810.00.
- Flexamat permanent erosion control was used on Maplewood Drive and John Street at the direction of the Engineer. Total cost was $2,000.00
- A CS pipe arpon was installed on the steel pipe storm sewer outlet that drains to White Sand Lake on Maplewood Drive. Total cost was $550.00.

We have no concerns and recommend approval of the Change Order as presented.

Final Pay Estimate

The total earned on the project was $815,458.14. Retainage in the amount of $40,343.28 is being released with this final pay estimate and the total due is $48,935.79. Total construction cost came in within 0.5% of the bid amount. The project is currently under budget and we recommend approval of the final payment as long as all outstanding punch list items are completed.

Crow Wing Power Utility Relocation

The City has received the invoice for the underground power relocation work on College Drive. The existing Crow Wing Power was installed in a private utility easement and the addition of the turn lane required the line to be relocated farther to the south. The City acquired a new easement for the relocation and Crow Wing Power installed a new line and moved existing above ground equipment. In accordance with Crow Wing Power relocation policy, the City is responsible for costs associated with the relocation of utility lines located in private easements. If the existing line would have been located in existing road right-of-way, the City would not be responsible for the relocation costs.

The invoiced cost to complete the relocation work is $29,769.59 (see attached invoice). The Council was made aware of this cost at the July 21, 2015 work session. The estimated cost of the relocation at that time was $20,000. Since the cost is higher than previously estimated, The City Finance Director has asked that it be brought through the Utilities Commission for a recommendation.

We have reviewed the Crow Wing Power invoice but cannot provide a recommendation on the reasonableness of the cost at this time. The invoice does not provide sufficient detail to analyze the costs incurred. The invoice provides lump sum costs for labor, materials, transportation and contractors. It does not show detail for each of these items including labor hours and rates, material invoices, subcontractor costs, etc. We have requested a further breakdown of the invoice from Crow Wing Power and may be able to provide additional information at the meeting.

City of Baxter
Purchase Requisition

Temporary P.O. No.		**Budget Account No.**	2602-09-499-00-45020 or 45030
Date	10.26.2016	**Vendor & Address:**	
Date Required	ASAP	Crow Wing Power	
Deliver To	Mary/Trevor	P.O. Box 507	
Department	PW/Admin	Brainerd, MN 56401	
Mail P.O. to Vendor: ☐ Yes ☒ No			

Quantity	Unit	Description	Unit Price	Amount
		Line conversion for the ~~Cypress Drive~~ right turn lane at Cypress Drive		$ 29,769.59
		College Road		

Special Instructions (not typed on P.O.)	Aric Welch	**Subtotal**	$ 29,769.59
Invoice	**Ordered By**	**Labor**	
	S Watt 10/26/16	**Shipping & Handling**	
	Department Head	**Total**	$ 29,769.59

Bill To: City of Baxter Attn: Finance Department P.O. Box 2626 Baxter, MN 56425	**Ship To:**

Crow Wing POWER
A Touchstone Energy Cooperative
PO Box 507
Brainerd, MN 56401

ORDER: 35451

Order Date: 10/14/2016
Terms: NET

BAXTER CITY OF
PO BOX 2626
BAXTER MN 56425-2626

Account: 11155

Page 1 of 1

Description: Powerline relocate- for Cypress Drive turn lane

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
110	LINE CONVERSION	1.000	EA	29,769.5900	29,769.59	

MESSAGE

TOTAL ORDER AMOUNT: $ 29,769.59

Return bottom portion with payment

Crow Wing POWER
A Touchstone Energy Cooperative
PO Box 507
Brainerd, MN 56401

Account:	11155
Order:	35451
Purchase Order:	
Amount Due:	$ 29,769.59
Amount Of Payment:	_____

BAXTER CITY OF
PO BOX 2626
BAXTER MN 56425-2626

Remit To:
CROW WING CO-OP POWER & LIGHT
P.O. BOX 507
BRAINERD MN 56401-0507

Crow Wing POWER

PO Box 507
Brainerd, MN 56401

ORDER: 35451

Order Date: 10/14/2016
Terms: NET

BAXTER CITY OF
PO BOX 2626
BAXTER MN 56425-2626

Account: 11155
Description: Powerline relocate- for Cypress Drive turn lane

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
110	Labor	1.000	EA	15,325.2100	15,325.21	
110	Material	1.000	EA	14,603.1700	14,603.17	
110	Transportation	1.000	EA	2,493.2800	2,493.28	
110	Contractors	1.000	EA	2,847.9300	2,847.93	
110	Non-reimbursable ROW work	-1.000	EA	5,500.0000	-5,500.00	

MESSAGES

TOTAL ORDER AMOUNT: $ 29,769.59

Return bottom portion with payment

Crow Wing POWER

PO Box 507
Brainerd, MN 56401

Account:	11155
Order:	35451
Purchase Order:	
Amount Due:	$ 29,769.59
Amount Of Payment:	_____

BAXTER CITY OF
PO BOX 2626
BAXTER MN 56425-2626

Remit To:
CROW WING CO-OP POWER & LIGHT
P.O. BOX 507
BRAINERD MN 56401-0507

Trevor Walter

From: Jeff Wohlert CWP Customer Service <WOHLERT@CWpower.com>
Sent: Wednesday, October 26, 2016 2:47 PM
To: Trevor Walter
Subject: Cypress Drive Power Line Relocate
Attachments: 0090_001.pdf

Trevor,

I looked into your questions about the billing for Cypress Drive. Attached is an invoice that is further broken down as requested and I will mail you the original. The dollar amount owed remains unchanged. CWP did hire and pay Pratt Excavating for digging a trench and that cost was included. The cost to dig the trench was much less than if we had bored in the new lines which was a savings to the City. The reason the final bill was higher than estimated was due to additional labor costs that were incurred beyond our anticipation.

The entire project did cost CWP more than what was billed to the City as additional work was done within the Right-of-way to accommodate future City plans at this location and is not reimbursable.

Please let me know if you have any questions.

Jeff Wohlert
Crow Wing Power

From: Trevor Walter [mailto:TWalter@baxtermn.gov]
Sent: Wednesday, October 19, 2016 1:13 PM
To: Jeff Wohlert CWP Customer Service
Subject:

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 3

Date of Issuance:		Effective Date:	Council Approval
Owner:	City of Baxter	Owner's Contract No.:	4416
Contractor:	Tri-City Paving, Inc.	Contractor's Project No.:	
Engineer:	Widseth Smith Nolting	Engineer's Project No.:	0102B0379.000
Project:	2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Improvements	Contract Name:	Municipal Project Numbers 4416

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

Description: See attached Contract Change Order Summary

Attachments: Contract Change Order Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $806,167.45	Original Contract Times: Substantial Completion: August 12, 2016 Ready for Final Payment: August 26, 2016 days or dates
[Increase] [Decrease] from previously approved Change Orders: $ 0	Increase from previously approved Change Orders: Substantial Completion: August 26, 2016 Ready for Final Payment: September 2, 2016
Contract Price prior to this Change Order: $806,167.45	Contract Times prior to this Change Order: Substantial Completion: August 26, 2016 Ready for Final Payment: September 2, 2016 days or dates
Increase of this Change Order: $ 5,417.50	Increase of this Change Order: Substantial Completion: September 9, 2016 Ready for Final Payment: September 16, 2016 days or dates
Contract Price incorporating this Change Order: $ 811,584.95	Contract Times with all approved Change Orders: Substantial Completion: September 9, 2016 Ready for Final Payment: September 16, 2016 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

CONTRACT CHANGE ORDER SUMMARY	ORDER NO. 3
CONTRACT FOR: 2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS MUNICIPAL PROJECT NUMBESR 4416	DATE: October 18, 2016
OWNER: CITY OF BAXTER	STATE: MINNESOTA
TO: TRI-CITY PAVING, INC.	COUNTY: CROW WING

Description of Changes				DECREASE in Contract Price	INCREASE in Contract Price
Listing of Changes:					
	Quantity	Unit	Unit Cost		
1. INSTALL SIGN IN CONCRETE	1	EACH	$100.00		$100.00
2. F&I SIGN TYPE C	43.5	SQ FT	$45.00		$1,957.50
3. F&I SIGN - TRAIL	13.5	SQ FT	$60.00		$810.00
4. FLEXAMAT	18.9	SQ YD	$105.82		$2,000.00
5. CS PIPE APRON	1	EACH	$550.00		$550.00
CHANGE ORDER TOTALS:				$0.00	$5,417.50
NET CHANGE IN CONTRACT PRICE:					$5,417.50

JUSTIFICATION:

1. City Staff requested the "Stop" and "No Motor Vehicles Permitted" trail signs on the west side of the private drive off of College Road be placed on the south side of the trail. This required the sign to be placed in the bituminous parking lot. A concrete pad was poured to accept the anchor for the sign. The change order is for the furnishing and installation of the anchor system.
2. Type C signs were not included as a bid item and the City requested additional "No Parking" and "Dead End" signs on Maplewood Drive.
3. Trail signs were not included as a bid item and the City requested new "Stop" and "No Motor Vehicles Permitted" signs at Cypress Drive and Southdale Park.
4. Flexamat permanent erosion control was used on Maplewood Drive and John Street at the direction of the Engineer.
5. A CS pipe apron was installed on the steel pipe storm sewer outlet that drains to White Sand Lake on Maplewood Drive.

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

Five Thousand Four Hundred Seventeen and 50/100 Dollars($5,417.50).

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

Eight Hundred Eleven Thousand Five Hundred Eighty Four and 95/100 Dollars($811,584.95).

PARTIAL PAYMENT ESTIMATE
NUMBER 4 - FINAL

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: **Original:** See Agreement **Revised:**	**Amount of Contract:** **Original:** $806,167.45 **Revised:** $811,584.95		**Dates of Estimate:** **From:** 9/23/16 **To:** 10/20/16

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			1	$35,000.00
2101.502	CLEARING	5	TREE	$100.00	$500.00			2	$200.00
2101.507	GRUBBING	5	TREE	$100.00	$500.00			2	$200.00
2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	480	LIN FT	$3.00	$1,440.00			291	$873.00
2104.501	REMOVE SEWER PIPE (STORM)	51	LIN FT	$25.00	$1,275.00			54	$1,350.00
2104.501	REMOVE CURB AND GUTTER	1297	LIN FT	$4.00	$5,188.00			1364	$5,456.00
2104.501	REMOVE SANITARY SERVICE PIPE	46	LIN FT	$25.00	$1,150.00			20	$500.00
2104.501	REMOVE WATER SERVICE PIPE	46	LIN FT	$25.00	$1,150.00			20	$500.00
2104.505	REMOVE CONCRETE PAVEMENT	130	SQ YD	$10.00	$1,300.00			151	$1,510.00
2104.505	REMOVE BITUMINOUS PAVEMENT	1850	SQ YD	$1.00	$1,850.00			2380	$2,380.00
2104.509	REMOVE CASTING	13	EACH	$200.00	$2,600.00			15	$3,000.00
2104.509	REMOVE CURB STOP AND BOX	2	EACH	$500.00	$1,000.00			2	$1,000.00
2104.509	REMOVE SANITARY CLEANOUT	2	EACH	$500.00	$1,000.00			2	$1,000.00
2104.509	REMOVE DRAINAGE STRUCTURE	1	EACH	$1,000.00	$1,000.00			1	$1,000.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	263	LIN FT	$3.00	$789.00			169	$507.00
2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2216	LIN FT	$1.00	$2,216.00			2519	$2,519.00
2104.523	SALVAGE SIGN TYPE C	4	EACH	$30.00	$120.00			4	$120.00
2104.601	RELOCATE MAILBOXS AND SUPPORT	1	LUMP SUM	$100.00	$100.00			1	$100.00
2104.601	RELOCATE BUILDING SIGN	1	LUMP SUM	$2,000.00	$2,000.00			1	$2,000.00
2104.601	SALVAGE IRRIGATION EQUIPMENT	1	LUMP SUM	$2,000.00	$2,000.00			1	$2,000.00
2105.501	COMMON EXCAVATION	1440	CU YD	$10.00	$14,400.00			1460	$14,600.00
2105.604	DITCH EXCAVATION	835	SQ YD	$3.00	$2,505.00			1537	$4,611.00
2211.503	AGGREGATE BASE (CV) CLASS 5	280	CU YD	$20.00	$5,600.00			475	$9,500.00
2112.603	RECLAIMED AGGREGATE BASE PREPARATION	20	ROAD STA	$100.00	$2,000.00	15	$1,500.00	35	$3,500.00
2123.610	STREET SWEEPER (TYPE WET PICKUP)	23	HOUR	$50.00	$1,150.00			6	$300.00
2130.501	WATER	100	MGAL	$10.00	$1,000.00			110	$1,100.00
2215.501	FULL DEPTH RECLAMATION	9460	SQ YD	$1.00	$9,460.00			9460	$9,460.00
2232.501	MILL BITUMINOUS SURFACE (1.5")	62338	SQ YD	$1.00	$62,338.00			62338	$62,338.00
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	68	SQ YD	$10.00	$680.00			77.3	$773.00
2302.618	SPOT FULL DEPTH REPAIR	1010	SQ YD	$10.00	$10,100.00			2263	$22,630.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	7170	TON	$40.00	$286,800.00			7364.56	$294,582.40
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	2615	TON	$47.00	$122,905.00			2310.97	$108,615.59
2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	47	LIN FT	$50.00	$2,350.00			89	$4,450.00
2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	51	LIN FT	$50.00	$2,550.00			51	$2,550.00
2503.602	MANHOLE ADJUSTING RINGS	20	EACH	$50.00	$1,000.00			27	$1,350.00
2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	1	EACH	$1,000.00	$1,000.00			2	$2,000.00
2503.602	CONNECT TO EXISTING WATER SERVICE	2	EACH	$1,000.00	$2,000.00			2	$2,000.00
2504.601	INSTALL IRRIGATION EQUIPMENT	1	LUMP SUM	$5,000.00	$5,000.00			1	$5,000.00
2504.602	ADJUST VALVE BOX	16	EACH	$200.00	$3,200.00			15	$3,000.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	7.82	LIN FT	$300.00	$2,346.00			14.4	$4,320.00
2506.516	CASTING ASSEMBLY (700-7)	6	EACH	$750.00	$4,500.00			6	$4,500.00
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	12	EACH	$500.00	$6,000.00			12	$6,000.00
2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	23	EACH	$500.00	$11,500.00			15	$7,500.00
2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EACH	$2,500.00	$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
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	673	LIN FT	$25.00	$16,825.00			656	$16,400.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	613	LIN FT	$25.00	$15,325.00			780	$19,500.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	81	SQ YD	$80.00	$6,480.00			60.67	$4,853.60
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	32	SQ YD	$100.00	$3,200.00			53.2	$5,320.00
2531.603	CONCRETE GUTTER DESIGN SPECIAL	42	LIN FT	$100.00	$4,200.00			42	$4,200.00
2531.604	8" CONCRETE VALLEY GUTTER	53	SQ YD	$100.00	$5,300.00			53	$5,300.00
2531.618	TRUNCATED DOMES	108	SQ FT	$50.00	$5,400.00			80	$4,000.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	$12,000.00	$12,000.00			1	$12,000.00
2564.550	DELINEATOR TYPE X4-13	16	EACH	$85.00	$1,360.00	15	$1,275.00	15	$1,275.00
2564.602	INSTALL SIGN	4	EACH	$100.00	$400.00	4	$400.00	4	$400.00
2565.602	RIGID PVC LOOP DETECTOR 6'X6'	6	EACH	$1,000.00	$6,000.00			2	$2,000.00
2571.502	DECIDUOUS TREE 10' HT B&B	5	TREE	$700.00	$3,500.00			10	$7,000.00
2573.530	STORM DRAIN INLET PROTECTION	26	EACH	$120.00	$3,120.00			24	$2,880.00
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	400	LIN FT	$5.00	$2,000.00			440	$2,200.00
2573.535	STABLILIZED 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			553	$16,590.00
2575.505	SODDING TYPE LAWN	937	SQ YD	$6.00	$5,622.00			1470	$8,820.00
2575.604	SITE RESTORATION	9414	SQ YD	$4.50	$42,363.00			7654	$34,443.00
2582.501	PAVEMENT MESSAGE PAINT	190	SQ FT	$5.25	$997.50			293	$1,538.25
2582.502	4" SOLID LINE PAINT	2495	LIN FT	$0.45	$1,122.75			2382	$1,071.90
2582.502	8" SOLID LINE PAINT	204	LIN FT	$1.50	$306.00			113	$169.50
2582.502	12" SOLID LINE PAINT	125	LIN FT	$4.00	$500.00			130	$520.00
2582.502	4" BROKEN LINE PAINT	3274	LIN FT	$0.30	$982.20			3370	$1,011.00
2582.502	4" DOUBLE SOLID LINE PAINT	8270	LIN FT	$0.60	$4,962.00			9889	$5,933.40
2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	46	LIN FT	$50.00	$2,300.00			20	$1,000.00
2611.4D	1-1/2" CURB STOP & BOX	2	EACH	$1,500.00	$3,000.00			2	$3,000.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	46	LIN FT	$50.00	$2,300.00			20	$1,000.00
2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	2	EACH	$500.00	$1,000.00			2	$1,000.00
2621.4H	1' MANHOLE CONCRETE SECTION	1	EACH	$2,000.00	$2,000.00			1	$2,000.00
-	SCOURSTOP TRANSITION MAT	11	SQ YD	$150.00	$1,650.00			6	$900.00
CHANGE ORDER 3									
-	INSTALL SIGN IN CONCRETE	1	EACH	$100.00	$100.00	1	$100.00	1	$100.00
-	F&I SIGN TYPE C	43.5	SQ FT	$45.00	$1,957.50	43.5	$1,957.50	43.5	$1,957.50
-	F&I SIGN - TRAIL	13.5	SQ FT	$60.00	$810.00	13.5	$810.00	13.5	$810.00
-	FLEXAMAT	18.9	SQ YD	$105.82	$2,000.00	18.9	$2,000.00	18.9	$2,000.00
-	CS PIPE APRON	1	EACH	$550.00	$550.00	1	$550.00	1	$550.00
TOTAL:					**$811,584.95**		**$8,592.50**		**$815,458.14**

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	$8,592.50	$815,458.14
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE)		
RETAINAGE RELEASED	$40,343.29	
PREVIOUS PAYMENTS		$766,522.35
AMOUNT DUE	$48,935.79	$48,935.79

Estimated Percentage Completed: **100.5%**

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

CONTRACTOR : 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: _____
Aric Welch, P.E.

Date: _____

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY: _____

Date: _____

PARTIAL PAY ESTIMATE 4 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS
MUNICIPAL PROJECT NUMBER 4416
Thursday, October 20, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	MILL & OVERLAY					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	$35,000.00	0.6	$21,000.00			0.6	$21,000.00
2	2101.502	CLEARING	TREE	$100.00						
3	2101.507	GRUBBING	TREE	$100.00						
4	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	$3.00						
5	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	$25.00					3	$75.00
6	2104.501	REMOVE CURB AND GUTTER	LIN FT	$4.00						
7	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	$25.00						
8	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	$25.00						
9	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	$10.00						
10	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	$1.00	303	$303.00			411	$411.00
11	2104.509	REMOVE CASTING	EACH	$200.00						
12	2104.509	REMOVE CURB STOP AND BOX	EACH	$500.00						
13	2104.509	REMOVE SANITARY CLEANOUT	EACH	$500.00						
14	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	$1,000.00						
15	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$3.00						
16	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$1.00	420	$420.00			437	$437.00
17	2104.523	SALVAGE SIGN TYPE C	EACH	$30.00						
18	2104.601	RELOCATE MAILBOXS AND SUPPORT	LUMP SUM	$100.00						
19	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	$2,000.00						
20	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	$2,000.00						
21	2105.501	COMMON EXCAVATION	CU YD	$10.00						
22	2105.604	DITCH EXCAVATION	SQ YD	$3.00	835	$2,505.00			1537	$4,611.00
23	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	$20.00					66	$1,320.00
24	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	$100.00			15	$1,500.00	15	$1,500.00
25	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOUR	$50.00	10	$500.00				
26	2130.501	WATER	MGAL	$10.00						
27	2215.501	FULL DEPTH RECLAMATION	SQ YD	$1.00						
28	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	$1.00	62338	$62,338.00			62338	$62,338.00
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	$10.00	50	$500.00			77.3	$773.00
30	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	$10.00	1010	$10,100.00			2263	$22,630.00
31	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	$40.00	7170	$286,800.00			6986	$279,440.00
32	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$47.00					35.73	$1,679.31
33	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	$50.00					42	$2,100.00
34	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	$50.00						
35	2503.602	MANHOLE ADJUSTING RINGS	EACH	$50.00	20	$1,000.00			27	$1,350.00
36	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	$1,000.00						
37	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	$1,000.00						
38	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	$5,000.00						
39	2504.602	ADJUST VALVE BOX	EACH	$200.00	3	$600.00			2	$400.00
40	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$300.00					6.24	$1,872.00
41	2506.516	CASTING ASSEMBLY (700-7)	EACH	$750.00	4	$3,000.00			2	$1,500.00
42	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	$500.00						
43	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	$500.00	16	$8,000.00			8	$4,000.00
44	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	$2,500.00						
45	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	$20.00	262	$5,240.00			266	$5,320.00
46	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	$25.00					81	$2,025.00
47	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$25.00						
48	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$80.00	37	$2,960.00			6.67	$533.60
49	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$100.00						
50	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	$100.00						
51	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$100.00						
52	2531.618	TRUNCATED DOMES	SQ FT	$50.00	60	$3,000.00			20	$1,000.00
53	2563.601	TRAFFIC CONTROL	LUMP SUM	$12,000.00	0.6	$7,200.00			0.6	$7,200.00
54	2564.550	DELINEATOR TYPE X4-13	EACH	$85.00	16	$1,360.00	15	$1,275.00	15	$1,275.00
55	2564.602	INSTALL SIGN	EACH	$100.00						
56	2565.602	RIGID PVC LOOP DETECTOR 6'X6'	EACH	$1,000.00						
57	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	$700.00					2	$1,400.00
58	2573.530	STORM DRAIN INLET PROTECTION	EACH	$120.00						
59	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	$5.00					30	$150.00
60	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$1,000.00						
61	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	$30.00	496	$14,880.00			363	$10,890.00
62	2575.505	SODDING TYPE LAWN	SQ YD	$6.00						
63	2575.604	SITE RESTORATION	SQ YD	$4.50	8934	$40,203.00			7450	$33,525.00
64	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	$5.25						
65	2582.502	4" SOLID LINE PAINT	LIN FT	$0.45						
66	2582.502	8" SOLID LINE PAINT	LIN FT	$1.50	90	$135.00				
67	2582.502	12" SOLID LINE PAINT	LIN FT	$4.00						
68	2582.502	4" BROKEN LINE PAINT	LIN FT	$0.30	3154	$946.20			3270	$981.00
69	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	$0.60	6940	$4,164.00			8163	$4,897.80
70	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	$50.00						
71	2611.4D	1-1/2" CURB STOP & BOX	EACH	$1,500.00						
72	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	$50.00						
73	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	$500.00						
74	2621.4H	1' MANHOLE CONCRETE SECTION	EACH	$2,000.00						
75	-	SCOURSTOP TRANSITION MAT	SQ YD	$150.00	11	$1,650.00			6	$900.00
CHANGE ORDER 3										
	-	INSTALL SIGN IN CONCRETE	EACH	$100.00						
	-	F&I SIGN TYPE C	SQ FT	$45.00	37.25	$1,676.25	37.25	$1,676.25	37.25	$1,676.25
	-	F&I SIGN - TRAIL	SQ FT	$60.00	4.5	$270.00	4.5	$270.00	4.5	$270.00
	-	FLEXAMAT	SQ YD	$105.82	18.9	$2,000.00	18.9	$2,000.00	18.9	$2,000.00
	-	CS PIPE APRON	EACH	$550.00	1	$550.00	1	$550.00	1	$550.00
TOTALS:						$483,300.45		$7,271.25		$482,029.96
AMOUNT RETAINED:										
RETAINAGE RELEASED:								$23,737.94		
PREVIOUS PAYMENTS										$451,020.77
AMOUNT DUE:								$31,009.19		$31,009.19

PARTIAL PAY ESTIMATE 4 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
Thursday, October 20, 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
1	2021.501	MOBILIZATION	LUMP SUM	$35,000.00	0.25	$8,750.00			0.25	$8,750.00
2	2101.502	CLEARING	TREE	$100.00						
3	2101.507	GRUBBING	TREE	$100.00						
4	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	$3.00						
5	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	$25.00						
6	2104.501	REMOVE CURB AND GUTTER	LIN FT	$4.00	810	$3,240.00			774	$3,096.00
7	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	$25.00						
8	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	$25.00						
9	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	$10.00	32	$320.00			53	$530.00
10	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	$1.00	73	$73.00			197	$197.00
11	2104.508	REMOVE CASTING	EACH	$200.00	12	$2,400.00			12	$2,400.00
12	2104.508	REMOVE CURB STOP AND BOX	EACH	$500.00						
13	2104.509	REMOVE SANITARY CLEANOUT	EACH	$500.00						
14	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	$1,000.00						
15	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$3.00	250	$750.00			158	$474.00
16	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$1.00	685	$685.00			839	$839.00
17	2104.523	SALVAGE SIGN TYPE C	EACH	$30.00						
18	2104.601	RELOCATE MAILBOXS AND SUPPORT	LUMP SUM	$100.00						
19	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	$2,000.00						
20	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	$2,000.00						
21	2105.501	COMMON EXCAVATION	CU YD	$10.00	920	$9,200.00			920	$9,200.00
22	2105.604	DITCH EXCAVATION	SQ YD	$3.00						
23	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	$20.00						
24	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	$100.00	20	$2,000.00			20	$2,000.00
25	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOUR	$50.00	13	$650.00			3	$150.00
26	2130.501	WATER	MGAL	$10.00	100	$1,000.00			110	$1,100.00
27	2215.501	FULL DEPTH RECLAMATION	SQ YD	$1.00	9460	$9,460.00			9460	$9,460.00
28	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	$1.00						
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	$10.00	18	$180.00				
30	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	$10.00						
31	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	$40.00						
32	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$47.00	2300	$108,100.00			2275.24	$106,936.28
33	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	$50.00						
34	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	$50.00						
35	2503.602	MANHOLE ADJUSTING RINGS	EACH	$50.00						
36	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	$1,000.00						
37	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	$1,000.00						
38	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	$5,000.00						
39	2504.602	ADJUST VALVE BOX	EACH	$200.00	13	$2,600.00			13	$2,600.00
40	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$300.00						
41	2506.516	CASTING ASSEMBLY (700-7)	EACH	$750.00						
42	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	$500.00	12	$6,000.00			12	$6,000.00
43	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	$500.00	7	$3,500.00			7	$3,500.00
44	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	$2,500.00						
45	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	$20.00						
46	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	$25.00	673	$16,825.00			575	$14,375.00
47	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$25.00	137	$3,425.00			199	$4,975.00
48	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$80.00						
49	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$100.00	32	$3,200.00			53.2	$5,320.00
50	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	$100.00						
51	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$100.00						
52	2531.618	TRUNCATED DOMES	SQ FT	$50.00						
53	2563.601	TRAFFIC CONTROL	LUMP SUM	$12,000.00	0.25	$3,000.00			0.25	$3,000.00
54	2564.550	DELINEATOR TYPE X4-13	EACH	$85.00						
55	2564.602	INSTALL SIGN	EACH	$100.00						
56	2565.602	RIGID PVC LOOP DETECTOR 6'X6'	EACH	$1,000.00	6	$6,000.00			2	$2,000.00
57	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	$700.00						
58	2573.530	STORM DRAIN INLET PROTECTION	EACH	$120.00	23	$2,760.00			20	$2,400.00
59	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	$5.00	400	$2,000.00			410	$2,050.00
60	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$1,000.00	2	$2,000.00				
61	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	$30.00	53	$1,590.00			22	$660.00
62	2575.505	SODDING TYPE LAWN	SQ YD	$6.00						
63	2575.604	SITE RESTORATION	SQ YD	$4.50	480	$2,160.00			204	$918.00
64	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	$5.25	144	$756.00			146	$766.50
65	2582.502	4" SOLID LINE PAINT	LIN FT	$0.45	920	$414.00			852	$383.40
66	2582.502	8" SOLID LINE PAINT	LIN FT	$1.50						
67	2582.502	12" SOLID LINE PAINT	LIN FT	$4.00	125	$500.00			130	$520.00
68	2582.502	4" BROKEN LINE PAINT	LIN FT	$0.30	120	$36.00			100	$30.00
69	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	$0.60	1280	$768.00			1621	$972.60
70	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	$50.00						
71	2611.4D	1-1/2" CURB STOP & BOX	EACH	$1,500.00						
72	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	$50.00						
73	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	$500.00						
74	2621.4H	1' MANHOLE CONCRETE SECTION	EACH	$2,000.00	1	$2,000.00			1	$2,000.00
75	-	SCOURSTOP TRANSITION MAT	SQ YD	$150.00						
CHANGE ORDER 3										
	-	INSTALL SIGN IN CONCRETE	EACH	$100.00						
	-	F&I SIGN TYPE C	SQ FT	$45.00						
	-	F&I SIGN - TRAIL	SQ FT	$80.00						
	-	FLEXAMAT	SQ YD	$105.82						
	-	CS PIPE APRON	EACH	$550.00						
TOTALS:						$206,342.00		$0.00		$197,602.78
AMOUNT RETAINED:								$9,880.14		
RETAINAGE RELEASED:										$187,722.64
PREVIOUS PAYMENTS								$9,880.14		$9,880.14
AMOUNT DUE:										

PARTIAL PAY ESTIMATE 4 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
Thursday, October 20, 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
1	2021.501	MOBILIZATION	LUMP SUM	$35,000.00	0.15	$5,250.00			0.15	$5,250.00
2	2101.502	CLEARING	TREE	$100.00	5	$500.00			2	$200.00
3	2101.507	GRUBBING	TREE	$100.00	5	$500.00			2	$200.00
4	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	$3.00	480	$1,440.00			291	$873.00
5	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	$25.00	51	$1,275.00			51	$1,275.00
6	2104.501	REMOVE CURB AND GUTTER	LIN FT	$4.00	487	$1,948.00			590	$2,360.00
7	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	$25.00	46	$1,150.00			20	$500.00
8	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	$25.00	46	$1,150.00			20	$500.00
9	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	$10.00	98	$980.00			98	$980.00
10	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	$1.00	1474	$1,474.00			1772	$1,772.00
11	2104.509	REMOVE CASTING	EACH	$200.00	1	$200.00			3	$600.00
12	2104.509	REMOVE CURB STOP AND BOX	EACH	$500.00	2	$1,000.00			2	$1,000.00
13	2104.509	REMOVE SANITARY CLEANOUT	EACH	$500.00	2	$1,000.00			2	$1,000.00
14	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	$1,000.00	1	$1,000.00			1	$1,000.00
15	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$3.00	13	$39.00			11	$33.00
16	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$1.00	1111	$1,111.00			1243	$1,243.00
17	2104.523	SALVAGE SIGN TYPE C	EACH	$30.00	4	$120.00			4	$120.00
18	2104.601	RELOCATE MAILBOXS AND SUPPORT	LUMP SUM	$100.00	1	$100.00			1	$100.00
19	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	$2,000.00	1	$2,000.00			1	$2,000.00
20	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	$2,000.00	1	$2,000.00			1	$2,000.00
21	2105.501	COMMON EXCAVATION	CU YD	$10.00	520	$5,200.00			540	$5,400.00
22	2105.604	DITCH EXCAVATION	SQ YD	$3.00						
23	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	$20.00	280	$5,600.00			409	$8,180.00
24	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	$100.00						
25	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOUR	$50.00					3	$150.00
26	2130.501	WATER	MGAL	$10.00						
27	2215.501	FULL DEPTH RECLAMATION	SQ YD	$1.00						
28	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	$1.00						
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	$10.00						
30	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	$10.00						
31	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	$40.00					378.56	$15,142.40
32	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$47.00	315	$14,805.00				
33	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	$50.00	47	$2,350.00			47	$2,350.00
34	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	$50.00	51	$2,550.00			51	$2,550.00
35	2503.602	MANHOLE ADJUSTING RINGS	EACH	$500.00						
36	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	$1,000.00	1	$1,000.00			2	$2,000.00
37	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	$1,000.00	2	$2,000.00			2	$2,000.00
38	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	$5,000.00	1	$5,000.00			1	$5,000.00
39	2504.602	ADJUST VALVE BOX	EACH	$200.00						
40	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$300.00	7.82	$2,346.00			8.16	$2,448.00
41	2506.516	CASTING ASSEMBLY (700-7)	EACH	$750.00	2	$1,500.00			4	$3,000.00
42	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	$500.00						
43	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	$500.00						
44	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	$2,500.00	1	$2,500.00			1	$2,500.00
45	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	$20.00						
46	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	$25.00						
47	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$25.00	476	$11,900.00			581	$14,525.00
48	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$80.00	44	$3,520.00			54	$4,320.00
49	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$100.00						
50	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	$100.00	42	$4,200.00			42	$4,200.00
51	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$100.00	53	$5,300.00			53	$5,300.00
52	2531.618	TRUNCATED DOMES	SQ FT	$50.00	48	$2,400.00			60	$3,000.00
53	2563.601	TRAFFIC CONTROL	LUMP SUM	$12,000.00	0.15	$1,800.00			0.15	$1,800.00
54	2564.550	DELINEATOR TYPE X4-13	EACH	$85.00						
55	2564.602	INSTALL SIGN	EACH	$100.00	4	$400.00	4	$400.00	4	$400.00
56	2565.602	RIGID PVC LOOP DETECTOR 6'X6'	EACH	$1,000.00						
57	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	$700.00	5	$3,500.00			8	$5,600.00
58	2573.530	STORM DRAIN INLET PROTECTION	EACH	$120.00	3	$360.00			4	$480.00
59	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	$5.00						
60	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$1,000.00						
61	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	$30.00	106	$3,180.00			168	$5,040.00
62	2575.505	SODDING TYPE LAWN	SQ YD	$6.00	937	$5,622.00			1470	$8,820.00
63	2575.604	SITE RESTORATION	SQ YD	$4.50						
64	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	$5.25	46	$241.50			147	$771.75
65	2582.502	4" SOLID LINE PAINT	LIN FT	$0.45	1575	$708.75			1530	$688.50
66	2582.502	8" SOLID LINE PAINT	LIN FT	$1.50	114	$171.00			113	$169.50
67	2582.502	12" SOLID LINE PAINT	LIN FT	$4.00						
68	2582.502	4" BROKEN LINE PAINT	LIN FT	$0.30						
69	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	$0.60	50	$30.00			105	$63.00
70	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	$50.00	46	$2,300.00			20	$1,000.00
71	2611.4D	1-1/2" CURB STOP & BOX	EACH	$1,500.00	2	$3,000.00			2	$3,000.00
72	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	$50.00	46	$2,300.00			20	$1,000.00
73	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	$500.00	2	$1,000.00			2	$1,000.00
74	2621.4H	1" MANHOLE CONCRETE SECTION	EACH	$2,000.00						
75	-	SCOURSTOP TRANSITION MAT	SQ YD	$150.00						
CHANGE ORDER 3										
	-	INSTALL SIGN IN CONCRETE	EACH	$100.00	1	$100.00	1	$100.00	1	$100.00
	-	F&I SIGN TYPE C	SQ FT	$45.00	6.25	$281.25	6.25	$281.25	6.25	$281.25
	-	F&I SIGN - TRAIL	SQ FT	$60.00	9	$540.00	9	$540.00	9	$540.00
	-	FLEXAMAT	SQ YD	$105.82						
	-	CS PIPE APRON	EACH	$550.00						
TOTALS:						$121,942.50		$1,321.25		$135,825.40
AMOUNT RETAINED:								$6,725.21		
RETAINAGE RELEASED:										$127,778.94
PREVIOUS PAYMENTS								$8,046.46		$8,046.46
AMOUNT DUE:										

PARTIAL PAY ESTIMATE 4 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
Thursday, October 20, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	$35,000.00	1	$35,000.00			1	$35,000.00
2	2101.502	CLEARING	TREE	$100.00	5	$500.00			2	$200.00
3	2101.507	GRUBBING	TREE	$100.00	5	$500.00			2	$200.00
4	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	$3.00	480	$1,440.00			291	$873.00
5	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	$25.00	51	$1,275.00			54	$1,350.00
6	2104.501	REMOVE CURB AND GUTTER	LIN FT	$4.00	1297	$5,188.00			1364	$5,456.00
7	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	$25.00	46	$1,150.00			20	$500.00
8	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	$25.00	46	$1,150.00			20	$500.00
9	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	$10.00	130	$1,300.00			151	$1,510.00
10	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	$1.00	1850	$1,850.00			2380	$2,380.00
11	2104.509	REMOVE CASTING	EACH	$200.00	13	$2,600.00			15	$3,000.00
12	2104.509	REMOVE CURB STOP AND BOX	EACH	$500.00	2	$1,000.00			2	$1,000.00
13	2104.509	REMOVE SANITARY CLEANOUT	EACH	$500.00	2	$1,000.00			2	$1,000.00
14	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	$1,000.00	1	$1,000.00			1	$1,000.00
15	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$3.00	263	$789.00			169	$507.00
16	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$1.00	2216	$2,216.00			2519	$2,519.00
17	2104.523	SALVAGE SIGN TYPE C	EACH	$30.00	4	$120.00			4	$120.00
18	2104.601	RELOCATE MAILBOXS AND SUPPORT	LUMP SUM	$100.00	1	$100.00			1	$100.00
19	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	$2,000.00	1	$2,000.00			1	$2,000.00
20	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	$2,000.00	1	$2,000.00			1	$2,000.00
21	2105.501	COMMON EXCAVATION	CU YD	$10.00	1440	$14,400.00			1460	$14,600.00
22	2105.604	DITCH EXCAVATION	SQ YD	$3.00	835	$2,505.00			1537	$4,611.00
23	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	$20.00	280	$5,600.00			475	$9,500.00
24	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	$100.00	20	$2,000.00	15	$1,500.00	35	$3,500.00
25	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOUR	$50.00	23	$1,150.00			6	$300.00
26	2130.501	WATER	MGAL	$10.00	100	$1,000.00			110	$1,100.00
27	2215.501	FULL DEPTH RECLAMATION	SQ YD	$1.00	9460	$9,460.00			9460	$9,460.00
28	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	$1.00	62338	$62,338.00			62338	$62,338.00
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	$10.00	68	$680.00			77.3	$773.00
30	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	$10.00	1010	$10,100.00			2269	$22,690.00
31	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	$40.00	7170	$286,800.00			7364.56	$294,582.40
32	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$47.00	2615	$122,905.00			2310.97	$108,615.59
33	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	$50.00	47	$2,350.00			89	$4,450.00
34	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	$50.00	51	$2,550.00			51	$2,550.00
35	2503.602	MANHOLE ADJUSTING RINGS	EACH	$50.00	20	$1,000.00			27	$1,350.00
36	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	$1,000.00	1	$1,000.00			2	$2,000.00
37	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	$1,000.00	2	$2,000.00			2	$2,000.00
38	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	$5,000.00	1	$5,000.00			1	$5,000.00
39	2504.602	ADJUST VALVE BOX	EACH	$200.00	16	$3,200.00			15	$3,000.00
40	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$300.00	7.82	$2,346.00			14.4	$4,320.00
41	2506.516	CASTING ASSEMBLY (700-7)	EACH	$750.00	6	$4,500.00			6	$4,500.00
42	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	$500.00	12	$6,000.00			12	$6,000.00
43	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	$500.00	23	$11,500.00			15	$7,500.00
44	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	$2,500.00	1	$2,500.00			1	$2,500.00
45	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	$20.00	262	$5,240.00			266	$5,320.00
46	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	$25.00	673	$16,825.00			656	$16,400.00
47	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$25.00	613	$15,325.00			760	$19,500.00
48	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$80.00	81	$6,480.00			60.67	$4,853.60
49	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$100.00	32	$3,200.00			53.2	$5,320.00
50	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	$100.00	42	$4,200.00			42	$4,200.00
51	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$100.00	53	$5,300.00			53	$5,300.00
52	2531.618	TRUNCATED DOMES	SQ FT	$50.00	108	$5,400.00			80	$4,000.00
53	2563.601	TRAFFIC CONTROL	LUMP SUM	$12,000.00	1	$12,000.00			1	$12,000.00
54	2564.550	DELINEATOR TYPE X4-13	EACH	$85.00	16	$1,360.00	15	$1,275.00	15	$1,275.00
55	2564.602	INSTALL SIGN	EACH	$100.00	4	$400.00	4	$400.00	4	$400.00
56	2565.602	RIGID PVC LOOP DETECTOR 6'X6'	EACH	$1,000.00	6	$6,000.00			2	$2,000.00
57	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	$700.00	5	$3,500.00			10	$7,000.00
58	2573.530	STORM DRAIN INLET PROTECTION	EACH	$120.00	26	$3,120.00			24	$2,880.00
59	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	$5.00	400	$2,000.00			440	$2,200.00
60	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$1,000.00	2	$2,000.00				
61	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	$30.00	855	$19,650.00			553	$16,590.00
62	2575.505	SODDING TYPE LAWN	SQ YD	$6.00	937	$5,622.00			1470	$8,820.00
63	2575.604	SITE RESTORATION	SQ YD	$4.50	9414	$42,363.00			7654	$34,443.00
64	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	$5.25	190	$997.50			293	$1,538.25
65	2582.502	4" SOLID LINE PAINT	LIN FT	$0.45	2495	$1,122.75			2382	$1,071.90
66	2582.502	6" SOLID LINE PAINT	LIN FT	$1.50	204	$306.00			113	$169.50
67	2582.502	12" SOLID LINE PAINT	LIN FT	$4.00	125	$500.00			130	$520.00
68	2582.502	4" BROKEN LINE PAINT	LIN FT	$0.30	3274	$982.20			3370	$1,011.00
69	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	$0.60	8270	$4,962.00			9889	$5,933.40
70	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	$50.00	46	$2,300.00			20	$1,000.00
71	2611.4D	1-1/2" CURB STOP & BOX	EACH	$1,500.00	2	$3,000.00			2	$3,000.00
72	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	$50.00	46	$2,300.00			20	$1,000.00
73	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	$500.00	2	$1,000.00			2	$1,000.00
74	2621.4H	1' MANHOLE CONCRETE SECTION	EACH	$2,000.00	1	$2,000.00			1	$2,000.00
75	-	SCOURSTOP TRANSITION MAT	SQ YD	$150.00	11	$1,650.00			6	$900.00
CHANGE ORDER 3										
	-	INSTALL SIGN IN CONCRETE	EACH	$100.00	1	$100.00	1	$100.00	1	$100.00
	-	F&I SIGN TYPE C	SQ FT	$45.00	43.5	$1,957.50	43.5	$1,957.50	43.5	$1,957.50
	-	F&I SIGN - TRAIL	SQ FT	$60.00	13.5	$810.00	13.5	$810.00	13.5	$810.00
	-	FLEXAMAT	SQ YD	$105.82	18.9	$2,000.00	18.9	$2,000.00	18.9	$2,000.00
	-	CS PIPE APRON	EACH	$550.00	1	$550.00	1	$550.00	1	$550.00
					0					
TOTALS:						$811,584.95		$8,592.50		$815,458.14
AMOUNT RETAINED:								$40,343.29		
RETAINAGE RELEASED:										$766,522.35
PREVIOUS PAYMENTS								$48,935.79		$48,935.79
AMOUNT DUE:										

MEMO

WIDSETH SMITH NOLTING

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

Date: October 26, 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**

Work Completed Since Last Update
No work was completed since the last update.

Project Schedule
Address warranty items as needed.

Easements
One roadway easement remains to be signed. All the necessary documents have been supplied to the property owner but our numerous attempts to contact the property owner have not garnered any response. The property is being sold on a contract for deed and the current occupant (Lakes Audio) does not have any issues with the proposed right-of-way.

An easement for the City utilities crossing Positive Realty is currently being addressed.

Changes
On Friday, October 21, 2016 we met with the Contractor to discuss Change Order 4. Our revised review and recommendation on Change Order 4 is included with the change order in the packet. The one claim that is not being addressed at this time is the additional work around underground utilities on Dellwood Drive and Novotny Road. This item will be addressed separately since no agreement could be reached at this time. We recommend approval of Change Order 4 as presented in the packet.

Pay Estimate
The total earned to date is $1,661,262.37. This includes all items shown on Change Order 3. Retainage has been reduced to $44,675.81 which, at the direction of the City Engineer, is the value of the outstanding claim regarding work around underground utilities. The total due on the pay estimate is $59,112.12. We recommend approval of Pay Estimate 7 as presented.

Potential Law Suit
The Contractor has offered a settlement on the claim regarding the directionally drilled watermain between Novotny Road and Audubon Way. The issue is complicated by the fact that the company that completed the work was a sub-contractor of a sub-contractor. This issue may not be resolved by the end of the year which means IC-134's and lien waivers will not be available to close out the project.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 4

Date of Issuance:		Effective Date:	Council Approval
Owner:	City of Baxter	Owner's Contract No.:	4063, 4105, 4107
Contractor:	R.L. Larson Excavating, Inc.	Contractor's Project No.:	
Engineer:	Widseth Smith Nolting	Engineer's Project No.:	0102B0274.000
Project:	2015 Dellwood Drive, Novotny Road, Inglewood Drive and Independence Road Utility and Roadway Improvements	Contract Name:	Municipal Project Numbers 4063, 4105 and 4107

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

Description: See WSN Letter Dated August 22, 2016

Attachments: Change Order Summary and WSN Letter Dated August 22, 2016

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $1,530,029.37	Original Contract Times: Substantial Completion: October 23, 2015 Ready for Final Payment: November 6, 2015 days or dates
Increase from previously approved Change Orders: $ 30,774.25	Increase from previously approved Change Orders: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 1,560,803.62	Contract Times prior to this Change Order: Substantial Completion: November 6, 2015 Ready for Final Payment: November 20, 2015 days or dates
Increase of this Change Order: $ 18,524.10	Increase of this Change Order: Substantial Completion: May 26, 2016 Ready for Final Payment: June 9, 2016 days or dates
Contract Price incorporating this Change Order: $ 1,579,327.72	Contract Times with all approved Change Orders: Substantial Completion: May 26, 2016 Ready for Final Payment: June 9, 2016 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By: Gregory A. [illegible]
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title	Title Proj. Manager
Date:	Date	Date 10-25-2016

CONTRACT CHANGE ORDER SUMMARY

	ORDER NO. 4
CONTRACT FOR: DELLWOOD DR, NOVOTNY RD, INGLEWOOD DR & INDEPENCENCE RD IMPROVEMENTS MUNICIPAL PROJECT NUMBESR 4063, 4105 AND 4107	DATE: August 22, 2016
OWNER: CITY OF BAXTER	STATE: MINNESOTA
TO: RL LARSON EXCAVATING, INC.	COUNTY: CROW WING

Description of Changes	Quantity	Unit	Unit Cost	DECREASE in Contract Price	INCREASE in Contract Price
Listing of Changes:					
1. DRAINAGE STRUCTURE BY HART	1	LUMP SUM	$1,377.00		$1,377.00
2. EXTEND PIPE INLET ON DELLWOOD DR.	1	LUMP SUM	$1,472.06		$1,472.06
3. IRRIGATION SYSTEM REPAIRS	1	LUMP SUM	$1,932.00		$1,932.00
4. EXTEND CULVERT ON INGLEWOOD DRIVE	1	LUMP SUM	$3,127.24		$3,127.24
5. EXTEND CULVERT AT TH 210 (EAST)	1	LUMP SUM	$1,505.60		$1,505.60
6. EXTEND CULVERT AT TH 210 (WEST)	1	LUMP SUM	$2,011.20		$2,011.20
7. SANITARY SEWER CLEANOUT BOXES	1	LUMP SUM	$541.00		$541.00
8. INSTALL FLEXAMAT FLUMES	1	LUMP SUM	$3,363.50		$3,363.50
9. RELOCATE SAN. SEW. MH 7	1	LUMP SUM	$1,800.00		$1,800.00
10. REPAIR DAMAGED CURBS	1	LUMP SUM	$1,394.50		$1,394.50
CHANGE ORDER TOTALS:				$0.00	$18,524.10
NET CHANGE IN CONTRACT PRICE:					$18,524.10

JUSTIFICATION:

See WSN Letter Dated August 22, 2016.

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

Thirty Thousand Seven Hundred Seventy Four and 25/100 Dollars($18,524.10).

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

One Million Five Hundred Sixty Thousand Eight Hundred Three and 62/100 Dollars($1,579,327.72).

WIDSETH SMITH NOLTING

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

October 24, 2016

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

Re: Claim for Additional Work
Dellwood Drive, Novotny Road, Inglewood Drive and Independence Road Improvements
Municipal Project Numbers 4063, 4105 and 4107
Baxter, Minnesota
WSN Job No. 0102B0274.000

Dear Mr. Philippi:

This letter is written in response to the attached claims dating from August 8, 2015 to June 14, 2016. The letter will be copied to the City and will serve as the Engineer's recommendation and formal action regarding the associated claims.

Our review and recommendation on each claim is as follows:

1. Drainage Structure by HART **Requested Change in Contract Price: $3,135.25**
Date: 04-18-16

The original plan called for a storm sewer pipe apron inlet in front of the HART property to pick up drainage overflows from the ditch. During the final walkthrough, the City staff and Engineer determined the apron needed to be replaced with a structure to better fit with the existing ground between the curb and HART property. The reason the apron did not fit the ditch was the addition of the right-turn lane that was requested by the County.

The Contractor is requesting a total of $3,135.35 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is $1,758.25. The remaining $1,377.00 is eligible for compensation because of the additional work required including hand building the structure.

Engineer's Recommendation **Change in Contract Price: $1,377.00**

2. Extend Pipe Inlet on Dellwood Dr. **Requested Change in Contract Price: $1,946.06**
Date: 04-18-16

The plans called for an apron inlet on the west side of Dellwood Drive across from the HART property. During the final walkthrough, City staff and the Engineer determined the apron needed to be extended farther west to better fit with the ditch grading.

The Contractor is requesting a total of $1,946.06 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is $474.00. The remaining $1,472.06 is eligible for compensation because of the additional work required.

Engineer's Recommendation **Change in Contract Price: $1,472.06**

3. Irrigation System Repairs **Requested Change in Contract Price: $1,870.00**
Date: 5-25-16

Grading work on Inglewood Drive required modifications to the existing irrigation systems at 13802 Cherrywood Drive and 6519 John Street. The total cost to complete the irrigation repair work was $1,870.00 which includes $1,700.00 from Dan's Sod Service LLC and a 10% markup.

There was also additional irrigation system repair work completed for Christ Evangelical Lutheran Church. This work was invoiced directly to Christ Lutheran Evangelical Lutheran Church in the amount of $140.00. In accordance with the easement agreement between the Church and City, irrigation system repairs should have been the responsibility of the City. The Contractor should reimburse the Christ Lutheran Evangelical Lutheran Church for these costs and the costs should be added to the change order.

The Contractor has indicated a 10% markup on Subcontractor costs. In accordance with General Conditions 11.04.C.2.b, only a 5% markup is allowed. Based on a 5% markup, the Contractor would be eligible to receive $1,785.00 for the work completed by Dan's Sod Service and $147.00 for the work invoiced directly to Christ Evangelical Lutheran Church.

Engineer's Recommendation **Change in Contract Price: $1,932.00**

4. Extend Culvert on Inglewood Drive **Requested Change in Contract Price: $3,515.24**
Date: 04-18-16

This work is related to a previous change order request to complete additional grading work along the east side of Inglewood Drive. The additional grading work was completed at the direction of the Engineer to create a 4:1 slope vs. a 3:1 slope called for the in the plans. The change in slope required the extension of the culvert to fit revised slope work completed last fall.

The Contractor is requesting a total of $3,515.24 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is $388.00. It is our determination the additional $3,127.24 is eligible for compensation by change order based on the work completed.

Engineer's Recommendation **Change in Contract Price: $3,127.24**

5. Extend Culvert at TH 210 (east) **Requested Change in Contract Price: $2,031.60**
Date: 08-15-15

This work is related to a grading change requested by the Engineer during construction. The roadway and radius off of TH 210 were widened during construction to lengthen the right turn lane onto Fairview Road. This change required the culvert to be extended farther to the east. This work was not included or shown in the original plan set. Our records do indicate the work was completed on 10-30-15 and not 08-15-15 as shown in the Contactor's submittal.

The Contractor is requesting a total of $2,031.60 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is $526.00. It is our determination the additional $1,505.60 is eligible for compensation by change order based on the work completed.

Engineer's Recommendation **Change in Contract Price: $1,505.60**

6. Extend Culvert at TH 210 (west) **Requested Change in Contract Price: $2,813.20**
Date: 08-15-15

The plan called for a 30' extension of the culvert to the west side of Inglewood Drive. After grading work was completed for the trail and pond, it was determined by City staff and the Engineer the culvert needed to be extended farther west. Our records do indicate the work was completed on 10-26-15 and not 08-15-15 as shown in the Contactor's submittal.

The Contractor is requesting a total of $2,813.20 based on material and crew time to complete the additional work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is $802. It is our determination the additional $2,011.20 is eligible for compensation by change order based on the work completed.

Engineer's Recommendation **Change in Contract Price: $2,011.20**

7. Sanitary Sewer Cleanout Boxes **Requested Change in Contract Price: $2,341.00**
Date: 04-19-16

The work is associated with supplying and placing irrigation boxes over the sanitary sewer service cleanouts on Dellwood Drive and Novotny Road. The plans were completed in 2015 before the City added irrigation boxes to the standard details. City staff and the Engineer requested the change during construction.

The Contractor is requesting a total of $2,341.00 based on material and labor to complete the additional work as directed by the Engineer. The labor costs will be paid on the next pay estimate using the Common Laborers bid item. It is our determination the additional $541.00 for materials is eligible for compensation by change order.

Engineer's Recommendation **Change in Contract Price: $541.00**

8. Install Flexamat Flumes **Requested Change in Contract Price: $3,923.50**
Date: 04-20-16

The Contractor is requesting a total of $3,923.50 to supply and install Flexamat flumes on the Dellwood Drive and Novotny Road project. The Flexamat flumes were requested by City staff and the Engineer to prevent erosion at the end of the curb & gutter spillways on TH 371 and at Edina Realty. The flexamat flumes took the place of the concrete flumes that were shown in the plans.

The costs claimed by the Contractor appear high for the work completed. Our observations indicate it took about 7 hours total with one foreman, one laborer and a skidsteer. Based on the $85/hour labor rate bid for the project and the foreman rate of $110/hour and skidsteer rate of $125/hour listed in the Contractors rate sheet, the total cost for labor and equipment should be $3,363.50.

Engineer's Recommendation **Change in Contract Price: $3,363.50**

9. Relocate San. Sew. MH 7 **Requested Change in Contract Price: $2,000.00**
Date: 10-27-15 to 10-28-15

The Contractor is requesting a total of $2,000.00 to relocate drainage structure (DS) 7 on Dellwood Drive. The location of this structure was changed by the Engineer because the roadway profile needed to be changed to accommodate the right-turn lane requested by the County. Our observer agreed to 1 hour of down time or $800.00 on 10-27-15 because there was not enough 18" pipe on site to complete the line to DS 7. The Contractor did continue working on 10-27-15 and set DS 7.

On 10-29-15 (not 10-28-15 as shown in the Contractor's submittal) the remaining 46' of 18" pipe was

installed to DS 7. Our records do not indicate additional time was spent to excavate and side dig the pipe; however, the trench was backfilled and reopened again on 10-29-16 which would take additional time.

Since the delay was not caused by the Contractor, it is our determination the Contractor is eligible to receive additional compensation. On 10-27-15 our observer and the superintendent for the Contractor agreed to $800.00. The additional time to excavate and side dig the pipe to DS 7 appears reasonable considering that the trench had to be reopened and the pipe needed to be installed with DS 7 in place.

Engineer's Recommendation **Change in Contract Price: $1,800.00**

10. Repair Damaged Curbs **Requested Change in Contract Price: $15,984.59**
Date: 10-27-15

The Contractor is requesting a total of $15,984.59 to make the necessary repairs to the concrete curb & gutter on Dellwood Drive and Novotny Road. The concrete replacement was necessary to repair cracked curb and snow plow damage.

Based on our records and the walkthrough completed on April 14, 2016, the City is responsible for the following items:

Remove Curb & Gutter	108.5 LF
Concrete Curb & Gutter Design B624	223.5 LF
8" Concrete Valley Gutter	17 SY

In the Agreement for Change Order 2, the Contractor agreed to hold all unit prices through completion of the project. The items listed above were paid on PE 6 in the amount of $5,017.00. The City did direct the Contractor to extend the curb and gutter on Novotny Road in the spring of 2016. This work was not shown on the plan and of the work was completed by hand. It is our determination that all new curb is eligible for a cost adjustment based on the additional hand work. The total of additional cost for the hand poured curb was calculated to be $1,394.50.

The remaining items are the Contractor's responsibility. Any price increases as a result of the work suspension last fall including increased subcontractor costs are the Contractor's responsibility and are not eligible for additional compensation.

Engineer's Recommendation **Change in Contract Price: $1,394.50**

11. Additional Removals **Requested Change in Contract Price: $2,889.90**
Date: 05-04-16

The Contractor is requesting additional quantities for certain unit bid items. These items will be settled when final quantities are calculated and agreed upon.

Engineer's Recommendation **Change in Contract Price: $0**

12. Work Around Utilities on Dellwood Drive **Requested Change in Contract Price: $44,160.00**
Date: 10-14-15 to 10-20-15

The Contractor is requesting a total of $44,160.00 for additional work completed to dig around underground utilities on Dellwood Drive. The Contractor claims additional time was spent to dig around the new relocated facilities and old facilities that were not abandoned.

This item has been resolved. At our meeting on Friday, October 21, 2016, additional information was requested from the Contractor and it was decided the claim would be dealt with separately.

13. Added Class 5 For Driveway **Requested Change in Contract Price:** **$939.73**
Date: 05-15-16

This item will be addressed as a regular unit pay item on the next pay estimate.

Engineer's Recommendation **Change in Contract Price:** **$0.00**

14. Replace Bike Signage **Requested Change in Contract Price:** **$1,275.00**
Date: 02-05-16

The Contractor is requesting a total of $1,275.00 to replace the "No Parking Bike Lane" signs on Inglewood Drive. The signs initially installed by the Contractor were 12" x 18". This sign typically comes in either 12" x 18" or 18" x 24". The plan contained a typo and called for 24" x 24" signs. The City standard is the larger 18" x 24". The subcontractor admitted they noticed the error but did not request clarification from the Engineer. Instead they ordered and installed 12" x 18" signs because that is the standard size for this sign as listed in the Minnesota Manual on Uniform Traffic Control Devices.

It is our opinion the Contractor should have notified the Engineer after noticing the typo in the plan and requested clarification. It was our intent to specify the larger 24" sign. It is our determination the signs should be paid at the appropriate unit bid price with no additional compensation for the replacement costs.

Engineer's Recommendation **Compensation Based on Unit Prices:** **$0**

15. Pavement Marking Modifications **Requested Change in Contract Price:** **$440.00**
Date: 06-14-16

The Contractor is requesting a total of $440.00 to grind off and replace the turn lane indicator arrows on east bound Fairview Road. The arrows were shown incorrectly on the plan and marked incorrectly in the field by the Engineer.

The work was completed at the direction of the Engineer. It is our determination the Contractor's claimed costs are appropriate except for the 10% markup. The maximum markup allowed by contract is 5%. Widseth Smith Nolting takes responsibility for this item and will settle the additional cost with the Contractor.

Engineer's Recommendation **Compensation Based on Unit Prices:** **$0**

Summary of Contractor Claims and Engineer's Recommendation

	Contractor's Requests Change in Contract Price	Engineer's Recommended Change in Contract Price
Item 1	$3,135.25	$1,377.00*
Item 2	$1,946.06	$1,472.06*
Item 3	$1,870.00	$1,932.00
Item 4	$3,515.24	$3,127.24*
Item 5	$2,031.60	$1,505.60*
Item 6	$2,813.20	$2,011.20*
Item 7	$2,341.00	$541.00*
Item 8	$3,923.50	$3,363.50
Item 9	$2,000.00	$1,800.00
Item 10	$15,984.59	$1,394.50*
Item 11	$2,889.90	$0*
Item 12	$44,160.00	
Item 13	$939.73	$0*

Item 14	$1,275.00	$0
Item 15	$440.00	$0
Total	$89,265.07	$18,524.10

Based on our review of the Contractor submittals and available construction records and documentation, we have determined the Contractor is eligible to receive a change in contract price of $16,606.10. Please note, items denoted with an * above under the Engineer's recommendation will receive additional compensation through the regular bid items on a pay estimate.

This letter will serve as the Engineer's recommendation on all attached correspondence and a change order will be prepared reflecting the decisions outlined above. In accordance with the General Conditions, the Engineer's decision is final and binding. If you are not in agreement with the Engineer's determination, please refer to General Conditions Article 12.

Please feel free to give me a call if you have any questions regarding our review and recommendations as presented.

Sincerely,

Widseth Smith Nolting & Associates, Inc.

Aric Welch

Aric Welch, P.E.

Enc.

Cc: Trevor Walter, City of Baxter

Baxter Extra Work Performed
Job #414

4/18/2016 remove Apron in front of Hart Add 8' of 12" pipe construct cb

Material	$1,135.25
2 hrs crew time	$2,000.00
total	$3,135.25

4/18/2016 remove apron across road from hart install 8' of 12" pipe reinstall apron

Material	$196.06
Salvage/Reinstall	$250.00
1.5 hrs crew time	$1,500.00
total	$1,946.06

5/25/2016 replace irrigation system on inglwood drive Dan's Sod Service

Material &labor	$1,700.00
10%	$170.00
Total	$1,870.00

4/18/2016 Remove 18" apron on Inglewood Drive install 4' of pipe reinstall apron

Material	$265.24
salvage/reinstall	$250.00
3 hrs crew time	$3,000.00
Total	$3,515.24

8/15/2015 remove apron east side Inglewood dr and 210 add 8' of p 18' pipe

Material	$281.60
Salvage/Reinstall	$250.00
1.5 hrs crew time	$1,500.00
Total	$2,031.60

8/15/2015 remove apron west side Inglewood dr and 210 add 16' of 18" pipe

Material	$563.20
Salvage/Reinstall	$250.00
2 hrs crew time	$2,000.00
Total	$2,813.20

4/19/2016 Install boxes over sewer clean-outs not on plan

Material	$541.00
Labor	$1,800.00
Total	$2,341.00

4/20/2016 Install 7 ea flex-mat flumes on Dellwood and Novotny

Material	$1,123.50
Labor	$2,800.00
Total	$3,923.50

10/27/2015 1 hr down time mh 7 location moved without plan change had to backfill and move
crew time $1,000.00 short of pipe reorder more

10/28/2015 reopen pipe end and side dig to mh 7 set rest of pipe, 1 hr extra time spent digging and laying sideways
crew time 1 hr $1,000.00

5/5/2016 repair damaged curbs snow plows - Additional C&G - Valley Gutters, Landmark Conc.
Invoice # 0284-2015-22, Attached

Total		$14,531.44
	10%	$1,453.15
Grand Total		$15,984.59

5/4/2016 RL Larson - Additional removals and sawcutting

line item		
#8	147.5 lf	$737.50
#9	183 Syd	$329.40
#17	8 lf	$40.00
#18	301 lf	$903.00
8A	44cyd	$880.00
	Total	$2,889.90

10/14/2015 thru 10/20/2015 Extra work to dig around new and old utilities, plowed in but not completed had to dig around both live lines, doubled our time for each install, change of conditions. Sheet attached with extra time and cost

total cost $44,160.00

5/15/2016 add additional class 5 for extra driveway to rental property

54.69 cyd class 5 $939.73

2/5/2016 replace bike signs, change order

15 ea - @ 85.00 $1,275.00

6/14/2016 remove arrows on fairview and inglewood
new arrows per unit cost to reinstall

L.S.		$400.00
	10%	$40.00
Total		$440.00

$3,135.25
$1,946.06
$1,870
3515.24
2031.6
2813.2
2341
3923.5
1000
1000
15984.59
2889.9
44160
939.73
1275
440
$89,265.07

Total

Extra Work Dellwood Dr./ Novoty Project
Inglewood
Here is some extra work we did on the above project

Date	Description	Equipment	Rate/Hr	Hours	Total Amount
	11 Water Services, 11 San. Services	Foreman	$ 110.00	48	$ 5,280.00
	1 San. Sewer Stub, 1Watermain Stub	TopMan	$ 100.00	48	$ 4,800.00
	Extra Crew Time for Pipe Crew to install	Pipelayer	$ 105.00	48	$ 5,040.00
	services and stubs over and above our time	Bottom Man	$100.00	48	$ 4,800.00
	alloted for each latteral. 2 hours for each 24	349 Cat Excavator	$ 305.00	48	$ 14,640.00
	latterals = 48 additional hours.	Loader	$ 200.00	48	$ 9,600.00
	Due to utilities installed before our project				$ -
	was completed.				$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
			Total Amount		$ 44,160.00

Needs To be reviewed
For lost Time To Project
Due To New Utilities Being
Installed and not abandoning old
utilities until we were completed.
Double the utilities To Dig thru

-128-

LANDMARK CONCRETE, INC.
18600 Ulysses Street NE
East Bethel, MN 55011
Ph: (763) 434-0310 / Fax: (763) 434-0315

INVOICE

0284-2015-22

SOLD TO:

R L LARSON EXCAVATING, INC.
2255 12TH ST SE
ST CLOUD, MN 56304-9705

2015-22
Dellwood drive and Novotny Road
SAP 230-116-001
SAP 230-114-001
Baxter, MN

INVOICE DATE	PAYMENT TERMS	YOUR ORDER #
5/9/2016		0284

Qty	Item	Unit	Price	Amount
264.00	replace curb on Novatny	LF	$25.8400	$6,821.76
49.00	replace curb at Holiday Inn	LF	$25.8400	$1,266.16
172.00	replace curb on Dellwood	LF	$25.8400	$4,444.48
16.00	installation of new valley gutter by Edina Reality	SY	$65.0000	$1,040.00
18.00	replace 6" concrete driveway pavement on Dellwood & Novatney	SY	$53.2800	$959.04

Comments: for work completed Thursday, May 5, 2016

SUBTOTAL:	**$14,531.44**
FREIGHT:	$0.00
7.1250% **TAX:**	$0.00
Retainage:	$0.00
TOTAL	$14,531.44
AMOUNT DUE	$14,531.44

PAYMENTS:

+10% $1453.15

$15,984.59

Finance charges of 1.5% per month or 18% per annum are added to balances over 30 days

Invoice Date 5/13/16

DAN'S SOD SERVICE L.L.C.

6163 PINE BEACH RD
BRAINERD, MN 56401
PHONE (218) 829-0880

Name _____ Phone _____
Billing Address R. L. LARSON

Delivery Address

Directions

Credit Card # _____ Expiration _____

QUANTITY	DESCRIPTION	PRICE
FIX	SPRINKLER FOR	
	BOB SCHUNK	
	ON INGLEWOOD	600.00
	INSTALL SPRINKLER	
	116 MADALINE DR	
	ALON INGLEWOOD	1100.00
AS	PER ZECC	
	$1700.00	
	TAX	
	TOTAL	

PAYMENT DUE within 30 days.
Payments later than 30 days subject to 1.5% interest.

18381 State Hwy. 371 N
Brainerd MN 56401

Invoice

Date	Invoice #
5/31/2016	3049

Bill To	Ship To
Christ Luthern Church 13815 Cherrywood Dr. Baxter MN 56425 Don Mork 612-991-5413	

P.O. No.	Terms	Due Date	Project
		5/31/2016	

Qty.	Description	Rate	Amount
5	Rain Bird 5004+ Turf Head	13.00	65.00
	Service Call- Replaced heads and flushed lines along new path.	75.00	75.00
	Broken heads from work done along new path		

yardcreations.net		A finance charge of 1.5% per month will be assessed on past due balances.	
Phone #	Fax #	You can now pay on your account online with Intuit Paymentnetwork at this web site https://ipn.intuit.com/	
218-828-4130	218-828-4130	adam@yardcreations.net	

Subtotal	$140.00
Sales Tax (6.875%)	$0.00
Total	$140.00
Payments/Credits	$0.00
Balance Due	$140.00

PARTIAL PAYMENT ESTIMATE
NUMBER 7

Name of Contractor: R.L. Larson Excavating, Inc.
2255 12th Street SE
St Cloud, MN 56304

Name of Owner: City of Baxter
PO Box 2826
Baxter, MN 56425

Date of Completion:
Original: See Agreement
Revised: See Change Order 2

Amount of Contract:
Original: $1,530,029.37
Revised: $1,577,409.72

Dates of Estimate:
From: 4/22/16
To: 5/27/16

Description of Project:
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS
MUNICIPAL PROJECT NUMBERS 4083, 4105 AND 4107
BAXTER, MN

		CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
BASE BID									
2021.501	MOBILIZATION	1	LUMP SUM	$70,000.00	$70,000.00			1	$70,000.00
2101.501	CLEARING	0.52	ACRE	$5,000.00	$2,600.00			0.65	$3,250.00
2101.502	CLEARING	58	TREE	$150.00	$8,700.00			66	$9,900.00
2101.505	GRUBBING	0.52	ACRE	$5,000.00	$2,600.00			0.65	$3,250.00
2101.506	GRUBBING	58	TREE	$150.00	$8,700.00			62	$9,300.00
2101.507	GRUBBING	22	LIN FT	$10.00	$220.00			67	$670.00
2104.501	REMOVE SEWER PIPE (STORM)	20	LIN FT	$10.00	$200.00			30	$300.00
2104.501	REMOVE WATER SERVICE PIPE	76	LIN FT	$5.00	$380.00	-24.5	($122.50)	295.5	$1,477.50
2104.501	REMOVE CURB AND GUTTER	16266	SQ YD	$1.80	$29,278.80			16491	$29,683.80
2104.503	REMOVE BITUMINOUS PAVEMENT	49	SQ YD	$6.00	$294.00			180	$1,080.00
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	1	EACH	$50.00	$50.00			1	$50.00
2104.509	REMOVE CONCRETE APRON	1	EACH	$100.00	$100.00			1	$100.00
2104.509	REMOVE CATCH BASIN	19	EACH	$25.00	$475.00			17	$425.00
2104.509	REMOVE SIGN TYPE C	2	EACH	$200.00	$400.00			2	$400.00
2104.509	REMOVE VALVE BOX	3	EACH	$300.00	$900.00			3	$900.00
2104.509	REMOVE CURB STOP & BOX	5	EACH	$25.00	$125.00			4	$100.00
2104.509	REMOVE DELINEATOR	441	LIN FT	$5.00	$2,205.00			37	$185.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	330	LIN FT	$3.00	$990.00			1154	$3,462.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	357	LIN FT	$10.00	$3,570.00			97	$970.00
2104.521	SALVAGE FENCE	20	EACH	$25.00	$500.00			20	$500.00
2104.523	SALVAGE SIGN	2	EACH	$425.00	$850.00			2	$850.00
2104.523	SALVAGE HYDRANT & VALVE	2	EACH	$100.00	$200.00	4	$400.00	8	$800.00
2104.523	SALVAGE PIPE APRON	2	EACH	$100.00	$200.00			9847	$98,470.00
2105.501	COMMON EXCAVATION (P)	7512	CU YD	$10.00	$75,120.00			1000	$10,000.00
2105.505	MUCK EXCAVATION	1000	CU YD	$10.00	$10,000.00			7511	$70,603.40
2105.522	COMMON BORROW (CV)	7191	CU YD	$9.40	$67,595.40			1	$62,000.00
2105.601	DEWATERING	0.95	LUMP SUM	$62,000.00	$58,900.00			20	$400.00
2118.501	AGGREGATE SURFACING CLASS 5	26	TON	$20.00	$520.00	20	$400.00	21	$1,785.00
2123.501	COMMON LABORERS	30	HOUR	$85.00	$2,550.00	21	$1,785.00		
2123.503	MOTOR GRADER	20	HOUR	$170.00	$3,400.00			11	$1,100.00
2123.510	STREET SWEEPER (WITH PICKUP BROOM)	32	HOUR	$100.00	$3,200.00				
2136.501	WATER	100	M GALLON	$30.00	$3,000.00				
2211.501	AGGREGATE BASE CLASS 5	173	TON	$20.00	$3,460.00	55	$1,100.00	223	$4,460.00
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	4304	CU YD	$17.00	$73,168.00			4304	$73,168.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	5421	TON	$55.00	$298,155.00			8623.67	$308,301.55
2501.514	18" RC PIPE CULVERT	112	LIN FT	$34.50	$3,864.00			132	$4,554.00
2501.515	12" RC PIPE APRON	5	EACH	$400.00	$2,000.00			5	$2,000.00
2501.515	18" RC PIPE APRON	4	EACH	$475.00	$1,900.00			4	$1,900.00
2501.573	INSTALL PIPE APRON	2	EACH	$150.00	$300.00	2	$300.00	6	$900.00
2503.541	12" RC PIPE SEWER DES 3006 CL V	1203	LIN FT	$28.00	$33,684.00	5	$224.00	1174	$32,872.00
2503.541	15" RC PIPE SEWER DES 3006 CL V	788	LIN FT	$30.00	$23,640.00			617	$18,510.00
2503.541	18" RC PIPE SEWER DES 3006 CL IV	678	LIN FT	$32.00	$21,696.00			760	$24,320.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	1	EACH	$900.00	$900.00			1	$900.00
2503.602	CONNECT TO EXISTING MANHOLES (SAN)	1	EACH	$2,400.00	$2,400.00			1	$2,400.00
2504.602	ADJUST VALVE BOX	2	EACH	$200.00	$400.00			1	$200.00
2504.602	CONNECT TO EXISTING SEWER SERVICE	3	EACH	$450.00	$1,350.00			4	$1,800.00
2504.602	CONNECT TO EXISTING WATER SERVICE	8	EACH	$510.00	$3,060.00			2	$1,020.00
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	2770	LIN FT	$1.25	$3,462.50			2778	$3,472.50
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	778	LIN FT	$1.25	$972.50			1019	$1,273.75
2504.602	CONNECT TO EXISTING WATER MAIN	2	EACH	$950.00	$1,900.00			4	$3,800.00
2505.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	55.13	LIN FT	$425.00	$23,430.25	5.11	$2,171.75	56.74	$24,114.50
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	32.71	LIN FT	$250.00	$8,177.50			32.71	$8,177.50
2506.516	CASTING ASSEMBLY	20	EACH	$750.00	$15,000.00	1	$750.00	21	$15,750.00
2506.522	ADJUST FRAME AND RING CASTING	9	EACH	$350.00	$3,150.00			9	$3,150.00
2506.602	CONNECT INTO EXISTING STORM SEWER	1	EACH	$500.00	$500.00			1	$500.00
2506.602	CONSTRUCT CONTROL STRUCTURE A	1	EACH	$2,800.00	$2,800.00			1	$2,800.00
2511.501	RANDOM RIPRAP CLASS III	61.4	CU YD	$65.00	$3,991.00	0.25	$700.00	33	$2,145.00
2511.515	GEOTEXTILE FILTER TYPE IV	227	SQ YD	$2.00	$454.00			116	$232.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	7119	LIN FT	$15.00	$106,850.00	-24.6	($367.50)	7679.5	$115,192.50
2531.503	CONCRETE MEDIAN	93	SQ YD	$75.00	$6,975.00			107	$8,025.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	183	SQ YD	$55.00	$10,065.00			313	$17,215.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	135	SQ YD	$60.00	$8,100.00			160	$9,600.00
2531.604	6" CONCRETE VALLEY GUTTER	114	SQ YD	$66.00	$7,524.00			138.1	$9,114.60
2531.618	TRUNCATED DOMES	134	SQ FT	$49.00	$6,580.00			208	$8,240.00
2540.602	MAIL BOX SUPPORT	15	EACH	$125.00	$1,875.00			15	$1,875.00
2540.602	TEMPORARY POSTAL SERVICE	15	EACH	$100.00	$1,500.00			15	$1,500.00
2557.503	INSTALL FENCE	347	LIN FT	$20.00	$6,940.00			64	$1,280.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	$8,000.00	$8,000.00			1	$8,000.00
2564.602	INSTALL SIGN	20	EACH	$80.00	$1,600.00			20	$1,600.00
2564.602	INSTALL SIGN PANEL TYPE C	13	EACH	$105.00	$1,365.00			60	$6,300.00
2564.602	FURNISH TYPE C SIGN	22	EACH	$150.00	$3,300.00			60	$9,000.00
2573.502	SILT FENCE, TYPE MS	2222	LIN FT	$2.50	$5,555.00			2256	$5,637.50
2573.530	STORM DRAIN INLET PROTECTION	23	EACH	$225.00	$5,175.00			23	$5,175.00
2573.535	STABILIZED CONSTRUCTION EXIT	8	EACH	$600.00	$4,800.00			6	$3,600.00
2573.550	EROSION CONTROL SUPERVISOR	1	LUMP SUM	$1,500.00	$1,500.00			1	$1,500.00
2573.602	CULVERT END CONTROLS	2	EACH	$250.00	$500.00			2	$500.00
2574.505	FERTILIZER TYPE 1	693	POUND	$1.00	$693.00			1493	$1,493.00
2574.525	COMMON TOPSOIL BORROW	2452	CU YD	$0.01	$24.52			2531	$25.31
2575.501	SEEDING	6.5	ACRE	$800.00	$5,200.00			5.6	$4,480.00
2575.502	SEED MIXTURE 22-111	163	POUND	$4.00	$652.00			180	$720.00
2575.502	SEED MIXTURE 25-131	732	POUND	$3.00	$2,196.00			1943	$5,829.00
2575.502	SEED MIXTURE 33-381	14	POUND	$60.00	$840.00			17.5	$1,050.00
2575.505	SODDING TYPE LAWN	9935	SQ YD	$4.50	$44,707.50			7931	$35,689.50
2575.511	MULCH MATERIAL TYPE 3	6	TON	$423.00	$3,400.00				
2575.519	DISK ANCHORING	4.1	ACRE	$200.00	$820.00				
2575.523	EROSION CONTROL BLANKETS CATEGORY 3	4954	SQ YD	$2.00	$9,908.00			1765	$3,530.00
2575.562	HYDRAULIC MATRIX TYPE MULCH	3180	POUND	$1.30	$4,134.00			6985	$7,754.50
2582.501	PAVEMENT MESSAGE-PAINT	13	EACH	$50.00	$650.00	2	$100.00	16	$800.00
2582.502	4" SOLID LINE WHITE-PAINT	715	LIN FT	$0.30	$214.50			433	$129.90
2582.502	8" SOLID LINE WHITE-PAINT	7485	LIN FT	$0.34	$2,535.10			3014	$1,024.76
2582.502	4" SOLID LINE YELLOW-PAINT	1628	LIN FT	$0.30	$488.40			231	$69.30
2582.502	12" SOLID LINE YELLOW-PAINT	137	LIN FT	$2.50	$342.50			200.4	$501.00
2582.502	4" BROKEN LINE YELLOW-PAINT	816	LIN FT	$0.30	$244.80			230	$69.00
2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	2276	LIN FT	$0.60	$1,365.60			4361	$2,616.60

2500.4D	INSULATION (4' x 8' x 2" THICK)	879.2	SQ YD	$20.00	$17,584.00			2071.3	$41,426.00
2611.4A	8" PVC WATERMAIN PIPE	106	LIN FT	$20.00	$2,160.00			114	$2,280.00
2611.4A	8" PVC WATERMAIN PIPE	166	LIN FT	$22.00	$4,092.00			185	$4,070.00
2611.4A	10" PVC WATERMAIN PIPE	1384	LIN FT	$25.00	$34,600.00			1383	$34,575.00
2611.4A	12" PVC WATERMAIN PIPE	1191	LIN FT	$28.50	$33,943.50			1188	$33,858.00
2611.4A	1" POLYETHYLENE SERVICE PIPE	48	LIN FT	$13.00	$624.00			20	$260.00
2611.4A	1.5" POLYETHYLENE SERVICE PIPE	634	LIN FT	$13.00	$8,242.00			935	$12,155.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	5	EACH	$1,150.00	$5,750.00			6	$6,900.00
2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	2	EACH	$1,575.00	$3,150.00			2	$3,150.00
2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	3	EACH	$2,400.00	$7,200.00			3	$7,200.00
2611.4B	12"BUTTERFLY VALVE & BOX w/ ADAPTOR	1	EACH	$2,000.00	$2,000.00			2	$4,000.00
2611.4B	VALVE OPERATOR EXTENSION	9	EACH	$140.00	$1,260.00				
2611.4C	1.5" CORPORATION STOP & SADDLE	18	EACH	$655.00	$11,790.00			24	$15,720.00
2611.4D	1" CURB STOP & BOX	3	EACH	$635.00	$1,905.00			1	$635.00
2611.4D	1.5" CURB STOP & BOX	18	EACH	$760.00	$13,680.00			24	$18,240.00
2611.4E	HYDRANT	5	EACH	$4,050.00	$20,250.00			5	$20,250.00
2611.4G	INSTALL HYDRANT & VALVE	2	EACH	$1,440.00	$2,880.00			2	$2,880.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	3675	POUND	$1.75	$6,431.25			4100	$7,175.00
2611.4J	HYDRANT EXTENSION (12")	1	EACH	$585.00	$585.00			2	$1,170.00
2611.4J	HYDRANT EXTENSION (18")	1	EACH	$700.00	$700.00				
2611.4J	HYDRANT EXTENSION (30")	1	EACH	$875.00	$875.00			1	$875.00
2611.4J	GATE VALVE BOX & ADAPTOR	2	EACH	$435.00	$870.00			2	$870.00
2621.4A	8" PVC SEWER PIPE (SDR 26)	979	LIN FT	$24.50	$23,985.50			980	$24,010.00
2621.4A	10" PVC SEWER PIPE (SDR 26)	1791	LIN FT	$27.00	$48,357.00			1795	$48,465.00
2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	10	EACH	$2,200.00	$22,000.00			10	$22,000.00
2621.4B1	MANHOLE EXCESS DEPTH	14.95	LIN FT	$100.00	$1,495.00			14.95	$1,495.00
2621.4F	4" PVC SERVICE PIPE (SCH 40)	24	LIN FT	$80.00	$1,920.00			38	$3,040.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	802	LIN FT	$15.00	$12,030.00			998	$14,970.00
2621.4G	6" X 6" PVC WYE	7	EACH	$570.00	$3,990.00			11	$6,270.00
2621.4G	10" X 6" PVC WYE	11	EACH	$690.00	$7,590.00			13	$8,970.00
ALTERNATE BID A									
2101.501	CLEARING	0.05	ACRE	$15,000.00	$750.00			0.075	$1,125.00
2101.508	GRUBBING	0.05	ACRE	$15,000.00	$750.00			0.075	$1,125.00
2105.601	DEWATERING	0.05	LUMP SUM	$70,000.00	$3,500.00			0.05	$3,500.00
2123.501	COMMON LABORERS	5	HOUR	$85.00	$425.00				
2123.503	MOTOR GRADER	5	HOUR	$160.00	$800.00				
2573.502	SILT FENCE, TYPE MS	50	LIN FT	$2.50	$125.00				
2574.508	FERTILIZER TYPE 1	27	POUND	$1.00	$27.00			27	$27.00
2574.525	COMMON TOPSOIL BORROW	49	CU YD	$20.00	$980.00			49	$980.00
2575.501	SEEDING	0.1	ACRE	$800.00	$80.00			0.1	$80.00
2575.502	SEED MIXTURE 25-131	27	POUND	$3.00	$81.00			27	$81.00
2575.505	SODDING TYPE LAWN	116	SQ YD	$4.50	$522.00			116	$522.00
2575.552	HYDRAULIC MATRIX TYPE MULCH	142	POUND	$8.00	$1,136.00			142	$1,136.00
2500.4D	INSULATION (4' x 8' x 2" THICK)	6.3	SQ YD	$20.00	$126.00			3.5	$70.00
2611.4A	6" PVC WATERMAIN PIPE	6	LIN FT	$47.00	$282.00			7	$329.00
2611.4A	6" PVC WATERMAIN PIPE	175	LIN FT	$25.00	$4,375.00			116	$2,900.00
2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	865	LIN FT	$53.00	$45,845.00			922	$48,866.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	1	EACH	$1,200.00	$1,200.00			1	$1,200.00
2611.4E	HYDRANT	1	EACH	$4,100.00	$4,100.00			1	$4,100.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	615	POUND	$2.35	$1,445.25			785	$1,844.75
-	8" WET TAP	1	EACH	$4,300.00	$4,300.00			1	$4,300.00
CHANGE ORDER 3									
1	INDEPENDENCE ROAD ADDITIONAL GRADING	1	LUMP SUM	$1,440.00	$1,440.00			1	$1,440.00
2	INGLEWOOD DRIVE ADDITIONAL GRADING	1	LUMP SUM	$5,272.00	$5,272.00			1	$5,272.00
3	WORK AROUND 6" GAS MAIN	1	LUMP SUM	$1,350.00	$1,350.00			1	$1,350.00
4	INGLEWOOD DRIVE WATERMAIN LOWERING	1	LUMP SUM	$12,956.38	$12,956.38			1	$12,956.38
5	FAIRVIEW ROAD FORCEMAIN	1	LUMP SUM	$9,753.87	$9,753.87			1	$9,753.87
CHANGE ORDER 4									
1	DRAINAGE STRUCTURE BY HART	1	LUMP SUM	$1,377.00	$1,377.00	1	$1,377.00	1	$1,377.00
2	EXTEND PIPE INLET ON DELLWOOD DR.	1	LUMP SUM	$1,472.06	$1,472.06	1	$1,472.06	1	$1,472.06
3	IRRIGATION SYSTEM REPAIRS	1	LUMP SUM	$1,932.00	$1,932.00	1	$1,932.00	1	$1,932.00
4	EXTEND CULVERT ON INGLEWOOD DRIVE	1	LUMP SUM	$3,127.24	$3,127.24	1	$3,127.24	1	$3,127.24
5	EXTEND CULVERT AT TH 210 (EAST)	1	LUMP SUM	$1,505.60	$1,505.60	1	$1,505.60	1	$1,505.60
6	EXTEND CULVERT AT TH 210 (WEST)	1	LUMP SUM	$2,011.20	$2,011.20	1	$2,011.20	1	$2,011.20
7	SANITARY SEWER CLEANOUT BOXES	1	LUMP SUM	$541.00	$541.00	1	$541.00	1	$541.00
8	INSTALL FLEXAMAT FLUMES	1	LUMP SUM	$3,363.50	$3,363.50	1	$3,363.50	1	$3,363.50
9	RELOCATE SAN. SEW. MH 7	1	LUMP SUM	$1,800.00	$1,800.00	1	$1,800.00	1	$1,800.00
10	REPAIR DAMAGED CURBS	1	LUMP SUM	$1,394.50	$1,394.50	1	$1,394.50	1	$1,394.50
TOTAL:					$1,579,327.72		$28,954.85		$1,561,282.37

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	$28,954.85	$1,561,282.37
AMOUNT RETAINED		$44,675.81
RETAINAGE RELEASED	$33,147.27	
PREVIOUS PAYMENTS		$1,387,474.44
AMOUNT DUE	$59,112.12	$59,112.12

Estimated Percentage Completed: 100.5%

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

CONTRACTOR : R.L. LARSON EXCAVATING, INC.

BY: Greg H. [signature]

Date: 10-25-2016

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: Aric Welch, P.E.

Date:

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY:

Date:

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	DELLWOOD DRIVE AND NOVOTNY ROAD, MUNICIPAL IMPROVEMENT 4063					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID										
1	2021.501	MOBILIZATION	LUMP SUM	$70,000.00	0.55	$38,500.00			0.55	$38,500.00
2	2101.501	CLEARING	ACRE	$5,000.00	0.12	$600.00			0.10	$500.00
3	2101.502	CLEARING	TREE	$150.00	58	$8,700.00			51	$7,650.00
4	2101.506	GRUBBING	ACRE	$5,000.00	0.12	$600.00			0.10	$500.00
5	2101.507	GRUBBING	TREE	$150.00	58	$8,700.00			44	$6,600.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	$10.00	22	$220.00			22	$220.00
7	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	$10.00						
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	$5.00	76	$380.00	-24.5	-$122.50	197.5	$987.50
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	$1.80	8410	$15,138.00			8630	$15,534.00
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	$6.00					14	$84.00
11	2104.509	REMOVE CONCRETE APRON	EACH	$50.00	1	$50.00			1	$50.00
12	2104.509	REMOVE CATCH BASIN	EACH	$100.00	1	$100.00			1	$100.00
13	2104.509	REMOVE SIGN TYPE C	EACH	$25.00	6	$150.00			6	$150.00
14	2104.509	REMOVE VALVE BOX	EACH	$200.00						
15	2104.509	REMOVE CURB STOP & BOX	EACH	$300.00						
16	2104.509	REMOVE DELINEATOR	EACH	$25.00					10	$50.00
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$5.00					649	$1,947.00
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.00	268	$804.00				
19	2104.521	SALVAGE FENCE	LIN FT	$10.00	257	$2,570.00			10	$250.00
20	2104.523	SALVAGE SIGN	EACH	$25.00	10	$250.00				
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	$425.00			1	$100.00	2	$200.00
22	2104.523	SALVAGE PIPE APRON	EACH	$100.00					1670	$16,700.00
23	2105.501	COMMON EXCAVATION (P)	CU YD	$10.00	1670	$16,700.00				
24	2105.505	MUCK EXCAVATION	CU YD	$10.00					2420	$22,748.00
25	2105.522	COMMON BORROW (CV)	CU YD	$8.40	2420	$22,748.00			0.85	$52,700.00
26	2105.601	DEWATERING	LUMP SUM	$62,000.00	0.8	$49,600.00			20	$400.00
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	$20.00	26	$520.00	20	$400.00	21	$1,785.00
28	2123.501	COMMON LABORERS	HOUR	$85.00	20	$1,700.00	21	$1,785.00		
29	2123.503	MOTOR GRADER	HOUR	$170.00	20	$3,400.00			5	$500.00
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$100.00	20	$2,000.00				
31	2130.501	WATER	M GALLON	$30.00	100	$3,000.00				
32	2211.501	AGGREGATE BASE CLASS 5	TON	$20.00	173	$3,460.00	55	$1,100.00	223	$4,460.00
33	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	$17.00	1723	$29,291.00			1723	$29,291.00
34	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$55.00	2463	$135,565.00			2319.1	$127,550.50
35	2501.514	18" RC PIPE CULVERT	LIN FT	$34.50						
36	2501.515	12" RC PIPE APRON	EACH	$400.00	3	$1,200.00			3	$1,200.00
37	2501.515	18" RC PIPE APRON	EACH	$475.00						
38	2501.573	INSTALL PIPE APRON	EACH	$150.00					1	$150.00
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	$28.00	494	$13,832.00	8	$224.00	512	$14,336.00
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	$30.00	385	$11,550.00			277	$8,310.00
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	$32.00	331	$10,592.00			381	$12,192.00
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	$900.00	1	$900.00			1	$900.00
43	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	$2,400.00	1	$2,400.00			1	$2,400.00
44	2504.602	ADJUST VALVE BOX	EACH	$200.00						
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	$450.00						
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	$510.00					2557	$3,196.25
47	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LIN FT	$1.25	2549	$3,186.25			893	$1,116.25
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LIN FT	$1.25	698	$872.50			2	$1,900.00
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	$950.00	2	$1,900.00			28.07	$12,354.75
50	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$425.00	27.46	$11,670.50	5.11	$2,171.75		
51	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	$250.00						
52	2506.516	CASTING ASSEMBLY	EACH	$750.00	7	$5,250.00	1	$750.00	8	$6,000.00
53	2506.522	ADJUST FRAME AND RING CASTING	EACH	$350.00	0					
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	$500.00	1	$500.00			1	$500.00
55	2506.602	CONSTRUCT CONTROL STRUCTURE A	EACH	$2,900.00						
56	2511.501	RANDOM RIPRAP CLASS III	CU YD	$65.00	4.4	$286.00				
57	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	$2.00	9	$18.00				
58	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$15.00	2638	$42,570.00	-24.5	-$367.50	3316.5	$48,747.50
59	2531.503	CONCRETE MEDIAN	SQ YD	$75.00					7	$525.00
60	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$55.00					28	$1,540.00
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$80.00					151	$9,060.00
62	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$66.00	125	$7,500.00			17	$1,122.00
63	2531.618	TRUNCATED DOMES	SQ FT	$40.00						
64	2540.602	MAIL BOX SUPPORT	EACH	$125.00					13	$1,625.00
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	$100.00	13	$1,625.00			13	$1,300.00
66	2557.603	INSTALL FENCE	LIN FT	$20.00	13	$1,300.00				
67	2563.601	TRAFFIC CONTROL	LUMP SUM	$5,000.00	257	$5,140.00			0.55	$4,400.00
68	2564.602	INSTALL SIGN	EACH	$80.00	0.55	$4,400.00			10	$800.00
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	$105.00	10	$800.00			16	$1,680.00
70	2564.602	FURNISH TYPE C SIGN	EACH	$150.00					18	$2,700.00
71	2573.502	SILT FENCE, TYPE MS	LIN FT	$2.50	9	$1,350.00			1050	$2,625.00
72	2573.530	STORM DRAIN INLET PROTECTION	EACH	$225.00	1070	$2,675.00			10	$2,250.00
73	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	$800.00	10	$2,250.00			3	$1,800.00
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	$1,500.00	3	$1,800.00			0.55	$825.00
75	2573.602	CULVERT END CONTROLS	EACH	$250.00	0.55	$825.00			2	$500.00
76	2574.508	FERTILIZER TYPE 1	POUND	$1.00	2	$500.00			843	$843.00
77	2574.525	COMMON TOPSOIL BORROW	CU YD	$0.01	244	$244.00			1105	$11.05
78	2575.501	SEEDING	ACRE	$800.00	1105	$11.05			3	$2,400.00
79	2575.502	SEED MIXTURE 22-111	POUND	$4.00	2.8	$2,240.00				
80	2575.502	SEED MIXTURE 25-131	POUND	$3.00	79	$316.00			1143	$3,429.00
81	2575.502	SEED MIXTURE 33-361	POUND	$60.00	325	$975.00				
82	2575.505	SODDING TYPE LAWN	SQ YD	$4.50					3571	$16,069.50
83	2575.511	MULCH MATERIAL TYPE 3	TON	$425.00	5575	$25,087.50				
84	2575.519	DISK ANCHORING	ACRE	$200.00	4	$1,700.00				
85	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	$2.00	2	$400.00				
86	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	$1.30	2613	$5,226.00			2785	$3,594.50
87	2582.501	PAVEMENT MESSAGE-PAINT	EACH	$50.00	569	$739.70			1	$50.00
88	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	$0.30	1	$50.00			16	$4.80
89	2582.502	8" SOLID LINE WHITE-PAINT	LIN FT	$0.34	135	$40.50				
90	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	$0.30	4306	$1,464.04				
91	2582.502	12" SOLID LINE YELLOW-PAINT	LIN FT	$2.50	620	$186.00			61.4	$153.50
92	2582.502	4" BROKEN LINE YELLOW-PAINT	LIN FT	$0.30	65	$162.50				
93	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	$0.60	410	$123.00			2644	$1,588.40
94	2600.4D	INSULATION (4' x 8' x 2" THICK)	SQ YD	$20.00	960	$576.00			2043.3	$40,866.00
95	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	$20.00	854.2	$17,084.00			114	$2,280.00
96	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	$22.00	88	$1,760.00			185	$4,070.00
97	2611.4A	10" PVC WATERMAIN PIPE	LIN FT	$25.00	186	$4,092.00			1363	$34,575.00
98	2611.4A	12" PVC WATERMAIN PIPE	LIN FT	$26.50	1384	$34,600.00			1188	$33,858.00
99	2611.4A	1" POLYETHYLENE SERVICE PIPE	LIN FT	$13.00	1191	$33,943.50				
100	2611.4A	1.5" POLYETHYLENE SERVICE PIPE	LIN FT	$13.00					852	$11,076.00
101	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,150.00	554	$7,202.00			6	$6,900.00
102	2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,575.00	5	$5,750.00			2	$3,150.00
103	2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	EACH	$2,400.00	2	$3,150.00			3	$7,200.00
104	2611.4B	12"BUTTERFLY VALVE & BOX w/ ADAPTOR	EACH	$2,000.00	3	$7,200.00			2	$4,000.00
105	2611.4B	VALVE OPERATOR EXTENSION	EACH	$140.00	1	$2,000.00				
106	2611.4C	1.5" CORPORATION STOP & SADDLE	EACH	$655.00	9	$1,260.00			22	$14,410.00
107	2611.4D	1" CURB STOP & BOX	EACH	$635.00	16	$10,480.00				
108	2611.4D	1.5" CURB STOP & BOX	EACH	$780.00					22	$16,720.00
109	2611.4E	HYDRANT	EACH	$4,050.00	16	$12,160.00			5	$20,250.00
110	2611.4G	INSTALL HYDRANT & VALVE	EACH	$1,440.00	5	$20,250.00				
111	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	$1.75	3675	$6,431.25			4025	$7,043.75
112	2611.4J	HYDRANT EXTENSION (12")	EACH	$585.00	1	$585.00			1	$585.00
113	2611.4J	HYDRANT EXTENSION (18")	EACH	$700.00	1	$700.00				
114	2611.4J	HYDRANT EXTENSION (30")	EACH	$875.00						
115	2611.4J	GATE VALVE BOX & ADAPTOR	EACH	$435.00						
116	2621.4A	8" PVC SEWER PIPE (SDR 26)	LIN FT	$24.50	758	$18,571.00			762	$18,669.00
117	2621.4A	10" PVC SEWER PIPE (SDR 26)	LIN FT	$27.00	1791	$48,357.00			1795	$48,465.00
118	2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	EACH	$2,200.00	9	$19,800.00			9	$19,800.00
119	2621.4B1	MANHOLE EXCESS DEPTH	LIN FT	$100.00	10.95	$1,095.00			10.95	$1,095.00
120	2621.4F	4" PVC SERVICE PIPE (SCH 40)	LIN FT	$80.00						
121	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	$15.00	668	$10,470.00			683	$13,395.00
122	2621.4G	8" X 6" PVC WYE	EACH	$570.00	5	$2,850.00			9	$5,130.00
123	2621.4G	10" X 6" PVC WYE	EACH	$680.00	11	$7,590.00			13	$8,970.00

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	DELLWOOD DRIVE AND NOVOTNY ROAD, MUNICIPAL IMPROVEMENT 4063					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
ALTERNATE BID A										
1A	2101.501	CLEARING	ACRE	$15,000.00	0.05	$750.00			0.075	$1,125.00
2A	2101.506	GRUBBING	ACRE	$15,000.00	0.05	$750.00			0.075	$1,125.00
3A	2105.601	DEWATERING	LUMP SUM	$70,000.00	0.05	$3,500.00			0.05	$3,500.00
4A	2125.501	COMMON LABORERS	HOUR	$85.00	5	$425.00				
5A	2133.503	MOTOR GRADER	HOUR	$160.00	5	$800.00				
6A	2573.502	SILT FENCE, TYPE MS	LIN FT	$2.50	50	$125.00				
7A	2574.508	FERTILIZER TYPE 1	POUND	$1.00	27	$27.00			27	$27.00
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	$20.00	49	$980.00			49	$980.00
9A	2575.501	SEEDING	ACRE	$800.00	0.1	$80.00			0.1	$80.00
10A	2575.502	SEED MIXTURE 25-131	POUND	$3.00	27	$81.00			27	$81.00
11A	2575.505	SODDING TYPE LAWN	SQ YD	$4.50	116	$522.00			116	$522.00
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	$8.00	142	$1,136.00			142	$1,136.00
13A	2800.4D	INSULATION (4' x 8' x 2" THICK)	SQ YD	$20.00	6.3	$126.00			3.5	$70.00
14A	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	$47.00	6	$282.00			7	$329.00
15A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	$25.00	175	$4,375.00			116	$2,900.00
16A	2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	$53.00	865	$45,845.00			922	$48,866.00
17A	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,200.00	1	$1,200.00			1	$1,200.00
18A	2611.4E	HYDRANT	EACH	$4,100.00	1	$4,100.00			1	$4,100.00
19A	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	$2.35	615	$1,445.25			785	$1,844.75
20A	-	6" WET TAP	EACH	$4,300.00	1	$4,300.00			1	$4,300.00
CHANGE ORDER 3										
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	$1,440.00						
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	$5,272.00						
3		WORK AROUND 8" GAS MAIN	LUMP SUM	$1,350.00						
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	$12,958.38						
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	$9,753.87						
CHANGE ORDER 4										
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	$1,377.00	1	$1,377.00	1	$1,377.00	1	$1,377.00
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	$1,472.06	1	$1,472.06	1	$1,472.06	1	$1,472.06
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	$1,992.00						
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	$3,127.24						
5		EXTEND CULVERT AT TH 210 (EAST)	LUMP SUM	$1,505.60						
6		EXTEND CULVERT AT TH 210 (WEST)	LUMP SUM	$2,011.20						
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	$541.00	1	$541.00	1	$541.00	1	$541.00
8		INSTALL FLEXAMAT FLUMES	LUMP SUM	$3,363.50	1	$3,363.50	1	$3,363.50	1	$3,363.50
9		RELOCATE SAN. SEW. MH 7	LUMP SUM	$1,800.00	1	$1,800.00	1	$1,800.00	1	$1,800.00
10		REPAIR DAMAGED CURBS	LUMP SUM	$1,394.50						
						$878,963.10		$14,594.31		$908,110.56

TOTALS:	
AMOUNT RETAINED:	
RETAINAGE RELEASED	
PREVIOUS PAYMENTS	
AMOUNT DUE:	

5% OF AMOUNT EARNED TO DATE:		$44,675.81
RETAINAGE RELEASED:		
		$848,840.44
	$14,594.31	$14,594.31

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AN
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	INGLEWOOD DRIVE, MUNICIPAL IMPROVEMENT 4105					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID										
1	2021.501	MOBILIZATION	LUMP SUM	$70,000.00	0.4	$28,000.00			0.40	$28,000.00
2	2101.501	CLEARING	ACRE	$5,000.00	0.2	$1,000.00			0.35	$1,750.00
3	2101.502	CLEARING	TREE	$150.00					14	$2,100.00
4	2101.506	GRUBBING	ACRE	$5,000.00	0.2	$1,000.00			0.35	$1,750.00
5	2101.507	GRUBBING	TREE	$150.00					17	$2,550.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	$10.00					45	$450.00
7	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	$10.00	20	$200.00			30	$300.00
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	$5.00					98	$490.00
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	$1.80	7638	$13,744.80			7638	$13,744.80
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	$6.00	49	$294.00			166	$996.00
11	2104.509	REMOVE CONCRETE APRON	EACH	$50.00						
12	2104.509	REMOVE CATCH BASIN	EACH	$100.00						
13	2104.509	REMOVE SIGN TYPE C	EACH	$25.00	13	$325.00			11	$275.00
14	2104.509	REMOVE VALVE BOX	EACH	$200.00	2	$400.00			2	$400.00
15	2104.509	REMOVE CURB STOP & BOX	EACH	$300.00	3	$900.00			3	$900.00
16	2104.509	REMOVE DELINEATOR	EACH	$25.00	5	$125.00			4	$100.00
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$5.00	441	$2,205.00			27	$135.00
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.00	26	$78.00			469	$1,407.00
19	2104.521	SALVAGE FENCE	LIN FT	$10.00	100	$1,000.00			97	$970.00
20	2104.523	SALVAGE SIGN	EACH	$25.00	10	$250.00			10	$250.00
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	$425.00	2	$850.00			2	$850.00
22	2104.523	SALVAGE PIPE APRON	EACH	$100.00	2	$200.00	3	$300.00	8	$800.00
23	2105.501	COMMON EXCAVATION (P)	CU YD	$10.00	5241	$52,410.00			5241	$52,410.00
24	2105.505	MUCK EXCAVATION	CU YD	$10.00	1000	$10,000.00			1000	$10,000.00
25	2105.522	COMMON BORROW (CV)	CU YD	$9.40	4771	$44,847.40			5091	$47,855.40
26	2105.601	DEWATERING	LUMP SUM	$62,000.00	0.15	$9,300.00			0.15	$9,300.00
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	$20.00						
28	2123.501	COMMON LABORERS	HOUR	$85.00	10	$850.00				
29	2123.503	MOTOR GRADER	HOUR	$170.00					5	$500.00
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$100.00	10	$1,000.00				
31	2130.501	WATER	M GALLON	$30.00						
32	2211.501	AGGREGATE BASE CLASS 5	TON	$20.00					2249	$38,233.00
33	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	$17.00	2249	$38,233.00			2791.57	$153,536.35
34	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$55.00	2475	$136,125.00			132	$4,554.00
35	2501.514	18" RC PIPE CULVERT	LIN FT	$34.50	112	$3,864.00			2	$800.00
36	2501.515	12" RC PIPE APRON	EACH	$400.00	2	$800.00			4	$1,900.00
37	2501.515	18" RC PIPE APRON	EACH	$475.00	4	$1,900.00			5	$750.00
38	2501.573	INSTALL PIPE APRON	EACH	$150.00	2	$300.00	2	$300.00	682	$18,538.00
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	$28.00	709	$19,852.00			340	$10,200.00
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	$30.00	383	$11,490.00			379	$12,128.00
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	$32.00	347	$11,104.00				
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	$800.00						
43	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	$2,400.00					1	$200.00
44	2504.602	ADJUST VALVE BOX	EACH	$200.00	2	$400.00			4	$1,800.00
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	$450.00	3	$1,350.00			2	$1,020.00
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	$510.00	6	$3,060.00				
47	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LIN FT	$1.25					38	$47.50
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LIN FT	$1.25					2	$1,900.00
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	$950.00	27.67	$11,759.75			27.67	$11,759.75
50	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$425.00	32.71	$8,177.50			32.71	$8,177.50
51	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	$250.00	13	$9,750.00			13	$9,750.00
52	2506.516	CASTING ASSEMBLY	EACH	$750.00	8	$2,800.00			8	$2,800.00
53	2506.522	ADJUST FRAME AND RING CASTING	EACH	$350.00						
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	$500.00	1	$2,800.00	0.25	$700.00	1	$2,800.00
55	2506.602	CONSTRUCT CONTROL STRUCTURE A	EACH	$2,800.00	57	$3,705.00			33	$2,145.00
56	2511.501	RANDOM RIPRAP CLASS III	CU YD	$65.00	218	$436.00			116	$232.00
57	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	$2.00	4272	$64,080.00			4363	$65,445.00
58	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$15.00	65	$6,975.00			100	$7,500.00
59	2531.503	CONCRETE MEDIAN	SQ YD	$75.00	183	$10,065.00			285	$15,675.00
60	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$55.00	10	$600.00			9	$540.00
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$60.00	114	$7,524.00			121.1	$7,992.60
62	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$66.00	164	$6,560.00			206	$8,240.00
63	2531.618	TRUNCATED DOMES	SQ FT	$40.00	2	$250.00			2	$250.00
64	2540.602	MAIL BOX SUPPORT	EACH	$125.00	2	$200.00			2	$200.00
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	$100.00	90	$1,800.00			64	$1,280.00
66	2557.603	INSTALL FENCE	LIN FT	$20.00	0.4	$3,200.00			0.40	$3,200.00
67	2563.601	TRAFFIC CONTROL	LUMP SUM	$8,000.00	10	$800.00			10	$800.00
68	2564.602	INSTALL SIGN	EACH	$80.00	13	$1,365.00			42	$4,410.00
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	$105.00	13	$1,950.00			42	$6,300.00
70	2564.602	FURNISH TYPE C SIGN	EACH	$150.00	1152	$2,880.00			1205	$3,012.50
71	2573.502	SILT FENCE, TYPE MS	LIN FT	$2.50	13	$2,925.00			13	$2,925.00
72	2573.530	STORM DRAIN INLET PROTECTION	EACH	$225.00	4	$2,400.00			3	$1,800.00
73	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	$600.00	0.4	$800.00			0.4	$800.00
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	$1,500.00						
75	2573.602	CULVERT END CONTROLS	EACH	$250.00					450	$450.00
76	2574.508	FERTILIZER TYPE 1	POUND	$1.00	369	$369.00			1160	$11.60
77	2574.525	COMMON TOPSOIL BORROW	CU YD	$0.01	1146	$11.46			2.1	$1,680.00
78	2575.501	SEEDING	ACRE	$800.00	3.3	$2,640.00			180	$720.00
79	2575.502	SEED MIXTURE 22-111	POUND	$4.00	84	$336.00			500	$1,500.00
80	2575.502	SEED MIXTURE 25-131	POUND	$3.00	287	$861.00			17.5	$1,050.00
81	2575.502	SEED MIXTURE 33-361	POUND	$80.00	14	$840.00			4360	$19,620.00
82	2575.505	SODDING TYPE LAWN	SQ YD	$4.50	4360	$19,620.00				
83	2575.511	MULCH MATERIAL TYPE 3	TON	$425.00	4	$1,700.00				
84	2575.519	DISK ANCHORING	ACRE	$200.00	2.1	$420.00			1765	$3,530.00
85	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	$2.00	2341	$4,682.00			1300	$1,690.00
86	2575.582	HYDRAULIC MATRIX TYPE MULCH	POUND	$1.30	1771	$2,302.30			15	$750.00
87	2582.501	PAVEMENT MESSAGE-PAINT	EACH	$50.00	12	$600.00	2	$100.00	417	$125.10
88	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	$0.30	580	$174.00			3014	$1,024.76
89	2582.502	8" SOLID LINE WHITE-PAINT	LIN FT	$0.34	3159	$1,074.06			231	$69.30
90	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	$0.30	1008	$302.40			139	$347.50
91	2582.502	12" SOLID LINE YELLOW-PAINT	LIN FT	$2.50	72	$180.00			180	$54.00
92	2582.502	4" BROKEN LINE YELLOW-PAINT	LIN FT	$0.30	336	$100.80			1717	$1,030.20
93	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	$0.60	1316	$789.60			28	$560.00
94	2600.4D	INSULATION (4" x 8" x 2" THICK)	SQ YD	$20.00	25	$500.00				
95	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	$20.00	20	$400.00			0	
96	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	$22.00						
97	2611.4A	10" PVC WATERMAIN PIPE	LIN FT	$25.00					0	
98	2611.4A	12" PVC WATERMAIN PIPE	LIN FT	$28.50					20	$260.00
99	2611.4A	1" POLYETHYLENE SERVICE PIPE	LIN FT	$13.00	48	$624.00				
100	2611.4A	1.5" POLYETHYLENE SERVICE PIPE	LIN FT	$13.00						
101	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,150.00					0	
102	2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,575.00						
103	2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	EACH	$2,400.00						
104	2611.4B	12"BUTTERFLY VALVE & BOX w/ ADAPTOR	EACH	$2,000.00						
105	2611.4B	VALVE OPERATOR EXTENSION	EACH	$140.00						
106	2611.4C	1.5" CORPORATION STOP & SADDLE	EACH	$655.00						
107	2611.4D	1" CURB STOP & BOX	EACH	$635.00	3	$1,905.00			1	$635.00
108	2611.4D	1.5" CURB STOP & BOX	EACH	$760.00						
109	2611.4E	HYDRANT	EACH	$4,050.00					2	$2,880.00
110	2611.4G	INSTALL HYDRANT & VALVE	EACH	$1,440.00	2	$2,880.00			75	$131.25
111	2611.4[illegible]	DUCTILE IRON WATERMAIN FITTINGS	POUND	$1.75					1	$585.00
112	2611.4J	HYDRANT EXTENSION (12")	EACH	$585.00						
113	2611.4J	HYDRANT EXTENSION (18")	EACH	$700.00					1	$875.00
114	2611.4J	HYDRANT EXTENSION (30")	EACH	$875.00	1	$875.00			2	$870.00
115	2611.4J	GATE VALVE BOX & ADAPTOR	EACH	$435.00	2	$870.00				
116	2621.4A	8" PVC SEWER PIPE (SDR 26)	LIN FT	$24.50						
117	2621.4A	10" PVC SEWER PIPE (SDR 26)	LIN FT	$27.00						
118	2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	EACH	$2,200.00						
119	2621.4B1	MANHOLE EXCESS DEPTH	LIN FT	$100.00					36	$3,040.00
120	2621.4F	4" PVC SERVICE PIPE (SCH 40)	LIN FT	$80.00	24	$1,920.00				
121	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	$15.00						
122	2621.4G	8" X 6" PVC WYE	EACH	$570.00						
123	2621.4G	10" X 6" PVC WYE	EACH	$690.00						

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AN
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	INGLEWOOD DRIVE, MUNICIPAL IMPROVEMENT 4105					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
ALTERNATE BID A										
1A	2101.501	CLEARING	ACRE	$15,000.00						
2A	2101.506	GRUBBING	ACRE	$15,000.00						
3A	2105.601	DEWATERING	LUMP SUM	$70,000.00						
4A	2123.501	COMMON LABORERS	HOUR	$85.00						
5A	2123.503	MOTOR GRADER	HOUR	$160.00						
6A	2573.502	SILT FENCE, TYPE MS	LIN FT	$2.50						
7A	2574.508	FERTILIZER TYPE 1	POUND	$1.00						
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	$20.00						
9A	2575.501	SEEDING	ACRE	$800.00						
10A	2575.502	SEED MIXTURE 25-131	POUND	$3.00						
11A	2575.505	SODDING TYPE LAWN	SQ YD	$4.50						
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	$8.00						
13A	2600.4D	INSULATION (4' x 8' x 2" THICK)	SQ YD	$20.00						
14A	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	$47.00						
15A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	$25.00						
16A	2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	$53.00						
17A	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,200.00						
18A	2611.4E	HYDRANT	EACH	$4,100.00						
19A	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	$2.35						
20A	-	6" WET TAP	EACH	$4,300.00						
CHANGE ORDER 3										
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	$1,440.00						
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	$5,272.00	1	$5,272.00			1	$5,272.00
3		WORK AROUND 6" GAS MAIN	LUMP SUM	$1,350.00	1	$1,350.00			1	$1,350.00
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	$12,958.38	1	$12,958.38			1	$12,958.38
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	$9,753.87	1	$9,753.87			1	$9,753.87
CHANGE ORDER 4										
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	$1,377.00						
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	$1,472.06						
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	$1,932.00	1	$1,932.00	1	$1,932.00	1	$1,932.00
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	$3,127.24	1	$3,127.24	1	$3,127.24	1	$3,127.24
5		EXTEND CULVERT AT TH 210 (EAST)	LUMP SUM	$1,505.60	1	$1,505.60	1	$1,505.60	1	$1,505.60
6		EXTEND CULVERT AT TH 210 (WEST)	LUMP SUM	$2,011.20	1	$2,011.20	1	$2,011.20	1	$2,011.20
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	$541.00						
8		INSTALL FLEXAMAT FLUMES	LUMP SUM	$3,363.50						
9		RELOCATE SAN. SEW. MH 7	LUMP SUM	$1,800.00						
10		REPAIR DAMAGED CURBS	LUMP SUM	$1,394.50	1	$1,394.50	1	$1,394.50	1	$1,394.50
TOTALS:						$637,340.86		$11,370.54		$674,315.90
AMOUNT RETAINED:					5% OF AMOUNT EARNED TO DATE:					
RETAINAGE RELEASED					RETAINAGE RELEASED:			$33,147.27		
PREVIOUS PAYMENTS										$629,798.09
AMOUNT DUE:								$44,517.81		$44,517.81

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AN
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	INDEPENDENCE ROAD, MUNICIPAL IMPROVEMENT 4107					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID										
1	2021.501	MOBILIZATION	LUMP SUM	$70,000.00					0.05	$3,500.00
2	2101.501	CLEARING	ACRE	$5,000.00	0.05	$3,500.00			0.20	$1,000.00
3	2101.502	CLEARING	TREE	$150.00	0.2	$1,000.00			1	$150.00
4	2101.506	GRUBBING	ACRE	$5,000.00					0.20	$1,000.00
5	2101.507	GRUBBING	TREE	$150.00	0.2	$1,000.00			1	$150.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	$10.00						
7	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	$10.00						
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	$5.00					228	$405.00
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	$1.80	220	$396.00				
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	$6.00						
11	2104.509	REMOVE CONCRETE APRON	EACH	$50.00						
12	2104.509	REMOVE CATCH BASIN	EACH	$100.00						
13	2104.509	REMOVE SIGN TYPE C	EACH	$25.00						
14	2104.509	REMOVE VALVE BOX	EACH	$200.00						
15	2104.509	REMOVE CURB STOP & BOX	EACH	$300.00						
16	2104.509	REMOVE DELINEATOR	EACH	$25.00						
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$5.00					36	$108.00
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.00	36	$108.00				
19	2104.521	SALVAGE FENCE	LIN FT	$10.00						
20	2104.523	SALVAGE SIGN	EACH	$25.00						
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	$425.00						
22	2104.523	SALVAGE PIPE APRON	EACH	$100.00					1736	$17,360.00
23	2105.501	COMMON EXCAVATION (P)	CU YD	$10.00	601	$6,010.00				
24	2105.505	MUCK EXCAVATION	CU YD	$10.00						
25	2105.522	COMMON BORROW (CV)	CU YD	$9.40						
26	2105.601	DEWATERING	LUMP SUM	$62,000.00						
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	$20.00						
28	2123.501	COMMON LABORERS	HOUR	$85.00						
29	2123.503	MOTOR GRADER	HOUR	$170.00					1	$100.00
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$100.00	2	$200.00				
31	2130.501	WATER	M GALLON	$30.00						
32	2211.501	AGGREGATE BASE CLASS 5	TON	$20.00					332	$6,644.00
33	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	$17.00	332	$5,644.00			513	$28,215.00
34	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$55.00	463	$25,465.00				
35	2501.514	18" RC PIPE CULVERT	LIN FT	$34.50						
36	2501.515	12" RC PIPE APRON	EACH	$400.00						
37	2501.515	18" RC PIPE APRON	EACH	$475.00						
38	2501.573	INSTALL PIPE APRON	EACH	$150.00						
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	$26.00						
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	$30.00						
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	$32.00						
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	$900.00						
43	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	$2,400.00						
44	2504.602	ADJUST VALVE BOX	EACH	$200.00						
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	$450.00						
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	$510.00					221	$276.25
47	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LIN FT	$1.25	221	$276.25			88	$110.00
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LIN FT	$1.25	88	$110.00				
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	$950.00						
50	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$425.00						
51	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	$250.00						
52	2506.516	CASTING ASSEMBLY	EACH	$750.00					1	$350.00
53	2506.522	ADJUST FRAME AND RING CASTING	EACH	$350.00	1	$350.00				
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	$500.00						
55	2506.602	CONSTRUCT CONTROL STRUCTURE A	EACH	$2,800.00						
56	2511.501	RANDOM RIPRAP CLASS III	CU YD	$65.00						
57	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	$2.00						
58	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$15.00						
59	2531.503	CONCRETE MEDIAN	SQ YD	$75.00						
60	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$55.00						
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$80.00						
62	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$88.00						
63	2531.618	TRUNCATED DOMES	SQ FT	$40.00						
64	2540.602	MAIL BOX SUPPORT	EACH	$125.00						
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	$100.00						
66	2557.603	INSTALL FENCE	LIN FT	$20.00					0.05	$400.00
67	2563.601	TRAFFIC CONTROL	LUMP SUM	$8,000.00	0.05	$400.00				
68	2564.602	INSTALL SIGN	EACH	$80.00						
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	$105.00						
70	2564.602	FURNISH TYPE C SIGN	EACH	$150.00						
71	2573.502	SILT FENCE, TYPE MS	LIN FT	$2.50						
72	2573.530	STORM DRAIN INLET PROTECTION	EACH	$225.00						
73	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	$800.00	1	$800.00			0.05	$75.00
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	$1,500.00	0.05	$75.00				
75	2573.602	CULVERT END CONTROLS	EACH	$250.00					200	$200.00
76	2574.508	FERTILIZER TYPE 1	POUND	$1.00	80	$80.00			268	$2.68
77	2574.525	COMMON TOPSOIL BORROW	CU YD	$0.01	201	$2.01			0.5	$400.00
78	2575.501	SEEDING	ACRE	$800.00	0.4	$320.00				
79	2575.502	SEED MIXTURE 22-111	POUND	$4.00					300	$900.00
80	2575.502	SEED MIXTURE 25-131	POUND	$3.00	120	$360.00				
81	2575.502	SEED MIXTURE 33-361	POUND	$80.00						
82	2575.505	SODDING TYPE LAWN	SQ YD	$4.50						
83	2575.511	MULCH MATERIAL TYPE 3	TON	$425.00						
84	2575.519	DISK ANCHORING	ACRE	$200.00						
85	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	$2.00					1900	$2,470.00
86	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	$1.30	840	$1,092.00				
87	2582.501	PAVEMENT MESSAGE-PAINT	EACH	$50.00						
88	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	$0.30						
89	2582.502	8" SOLID LINE WHITE-PAINT	LIN FT	$0.34						
90	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	$0.30						
91	2582.502	12" SOLID LINE YELLOW-PAINT	LIN FT	$2.50					50	$15.00
92	2582.502	4" BROKEN LINE YELLOW-PAINT	LIN FT	$0.30	70	$21.00				
93	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	$0.60						
94	2600.4D	INSULATION (4' x 8' x 2" THICK)	SQ YD	$20.00						
95	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	$20.00						
96	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	$22.00						
97	2611.4A	10" PVC WATERMAIN PIPE	LIN FT	$25.00						
98	2611.4A	12" PVC WATERMAIN PIPE	LIN FT	$28.50						
99	2611.4A	1" POLYETHYLENE SERVICE PIPE	LIN FT	$13.00					83	$1,079.00
100	2611.4A	1.5" POLYETHYLENE SERVICE PIPE	LIN FT	$13.00	80	$1,040.00				
101	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,150.00						
102	2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,575.00						
103	2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	EACH	$2,400.00						
104	2611.4B	12"BUTTERFLY VALVE & BOX w/ ADAPTOR	EACH	$2,000.00						
105	2611.4B	VALVE OPERATOR EXTENSION	EACH	$140.00					2	$1,310.00
106	2611.4C	1.5" CORPORATION STOP & SADDLE	EACH	$655.00	2	$1,310.00				
107	2611.4D	1" CURB STOP & BOX	EACH	$935.00					2	$1,520.00
108	2611.4D	1.5" CURB STOP & BOX	EACH	$760.00	2	$1,520.00				
109	2611.4E	HYDRANT	EACH	$4,050.00						
110	2611.4G	INSTALL HYDRANT & VALVE	EACH	$1,440.00						
111	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	$1.75						
112	2611.4J	HYDRANT EXTENSION (12")	EACH	$585.00						
113	2611.4J	HYDRANT EXTENSION (18")	EACH	$700.00						
114	2611.4J	HYDRANT EXTENSION (30")	EACH	$875.00						
115	2611.4J	GATE VALVE BOX & ADAPTOR	EACH	$435.00					218	$5,341.00
116	2621.4A	8" PVC SEWER PIPE (SDR 26)	LIN FT	$24.50	221	$5,414.50				
117	2621.4A	10" PVC SEWER PIPE (SDR 26)	LIN FT	$27.00					1	$2,200.00
118	2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	EACH	$2,200.00	1	$2,200.00			4	$400.00
119	2621.4B1	MANHOLE EXCESS DEPTH	LIN FT	$100.00	4	$400.00				
120	2621.4F	4" PVC SERVICE PIPE (SCH 40)	LIN FT	$80.00					105	$1,575.00
121	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	$15.00	104	$1,560.00			2	$1,140.00
122	2621.4G	8" X 6" PVC WYE	EACH	$570.00	2	$1,140.00				
123	2621.4G	10" X 6" PVC WYE	EACH	$690.00						

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AN
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
Monday, August 22, 2016

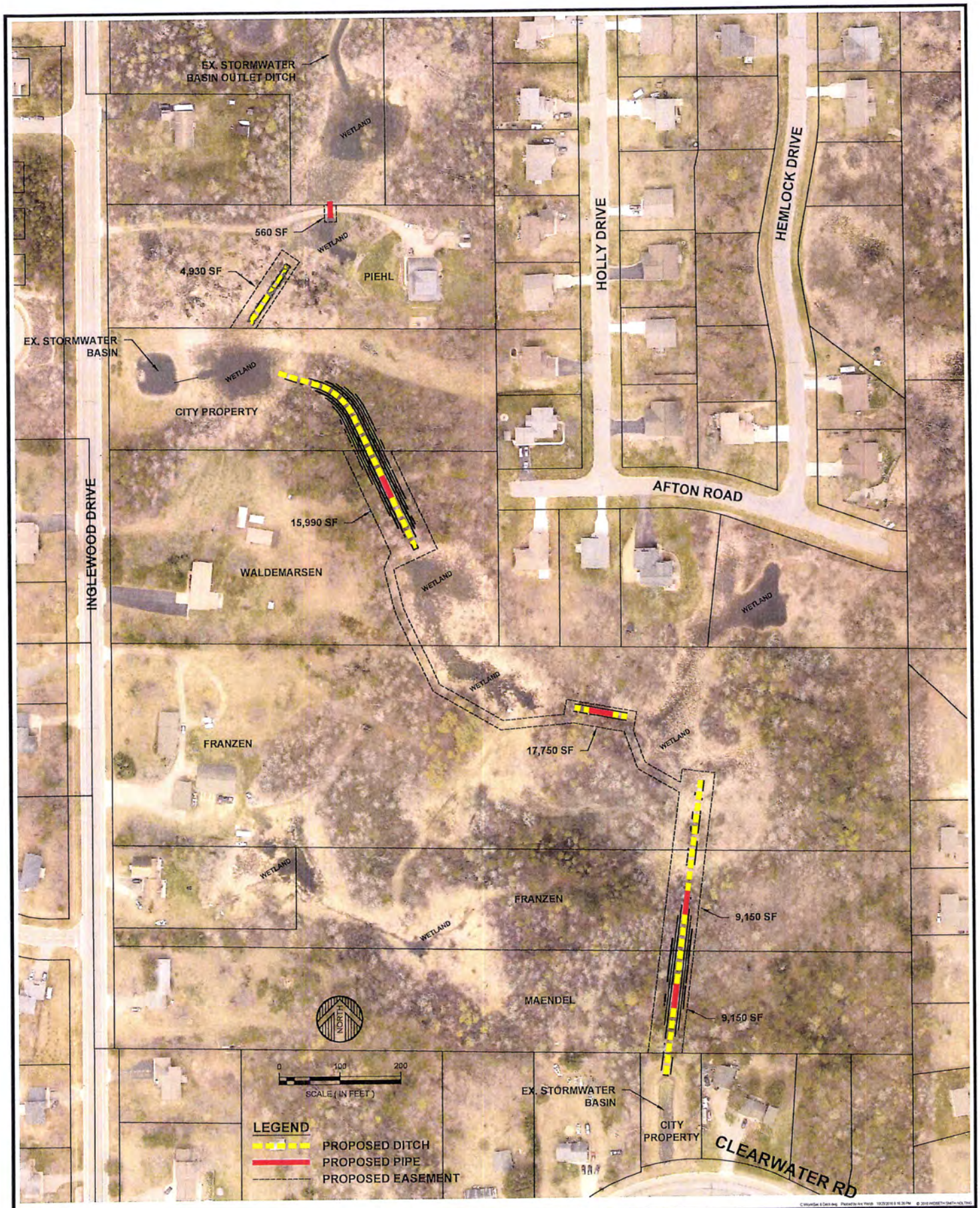
ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	INDEPENDENCE ROAD, MUNICIPAL IMPROVEMENT 4107					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
ALTERNATE BID A										
1A	2101.501	CLEARING	ACRE	$15,000.00						
2A	2101.506	GRUBBING	ACRE	$15,000.00						
3A	2105.601	DEWATERING	LUMP SUM	$70,000.00						
4A	2123.501	COMMON LABORERS	HOUR	$85.00						
5A	2123.503	MOTOR GRADER	HOUR	$160.00						
6A	2573.502	SILT FENCE, TYPE MS	LIN FT	$2.50						
7A	2574.506	FERTILIZER TYPE 1	POUND	$1.00						
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	$20.00						
9A	2575.501	SEEDING	ACRE	$800.00						
10A	2575.502	SEED MIXTURE 25-131	POUND	$3.00						
11A	2575.505	SODDING TYPE LAWN	SQ YD	$4.50						
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	$8.00						
13A	2600.4D	INSULATION (4' x 8' x 2" THICK)	SQ YD	$20.00						
14A	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	$47.00						
15A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	$25.00						
16A	2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	$53.00						
17A	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,200.00						
18A	2611.4E	HYDRANT	EACH	$4,100.00						
19A	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	$2.35						
20A	-	8" WET TAP	EACH	$4,300.00						
CHANGE ORDER 3										
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	$1,440.00	1	$1,440.00			1	$1,440.00
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	$5,272.00						
3		WORK AROUND 6" GAS MAIN	LUMP SUM	$1,350.00						
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	$12,958.38						
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	$9,753.87						
CHANGE ORDER 4										
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	$1,377.00						
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	$1,472.08						
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	$1,932.00						
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	$3,127.24						
5		EXTEND CULVERT AT TH 210 (EAST)	LUMP SUM	$1,505.60						
6		EXTEND CULVERT AT TH 210 (WEST)	LUMP SUM	$2,011.20						
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	$541.00						
8		INSTALL FLEXAMAT FLUMES	LUMP SUM	$3,363.50						
9		RELOCATE SAN. SEW. MH 7	LUMP SUM	$1,800.00						
10		REPAIR DAMAGED CURBS	LUMP SUM	$1,394.50						
TOTALS:						$63,023.76		$0.00		$78,835.91
AMOUNT RETAINED:										$78,835.91
RETAINAGE RELEASED										$0.00
PREVIOUS PAYMENTS								$0.00		
AMOUNT DUE:										

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AN
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID										
1	2021.501	MOBILIZATION	LUMP SUM	$70,000.00	1	$70,000.00			1	$70,000.00
2	2101.501	CLEARING	ACRE	$5,000.00	0.52	$2,600.00			0.65	$3,250.00
3	2101.502	CLEARING	TREE	$150.00	58	$8,700.00			66	$9,900.00
4	2101.506	GRUBBING	ACRE	$5,000.00	0.52	$2,600.00			0.65	$3,250.00
5	2101.507	GRUBBING	TREE	$150.00	58	$8,700.00			62	$9,300.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	$10.00	22	$220.00			67	$670.00
7	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	$10.00	20	$200.00			30	$300.00
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	$5.00	76	$380.00	-24.5	-$122.50	295.5	$1,477.50
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	$1.80	16256	$29,276.80			16461	$29,663.80
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	$6.00	49	$294.00			180	$1,080.00
11	2104.509	REMOVE CONCRETE APRON	EACH	$50.00	1	$50.00			1	$50.00
12	2104.509	REMOVE CATCH BASIN	EACH	$100.00	1	$100.00			1	$100.00
13	2104.509	REMOVE SIGN TYPE C	EACH	$25.00	19	$475.00			17	$425.00
14	2104.509	REMOVE VALVE BOX	EACH	$200.00	2	$400.00			2	$400.00
15	2104.509	REMOVE CURB STOP & BOX	EACH	$300.00	3	$900.00			3	$900.00
16	2104.509	REMOVE DELINEATOR	EACH	$25.00	5	$125.00			4	$100.00
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$5.00	441	$2,205.00			37	$185.00
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.00	330	$990.00			1154	$3,462.00
19	2104.521	SALVAGE FENCE	LIN FT	$10.00	357	$3,570.00			97	$970.00
20	2104.523	SALVAGE SIGN	EACH	$25.00	20	$500.00			20	$500.00
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	$425.00	2	$850.00			2	$850.00
22	2104.523	SALVAGE PIPE APRON	EACH	$100.00	2	$200.00	4	$400.00	8	$800.00
23	2105.501	COMMON EXCAVATION (P)	CU YD	$10.00	7512	$75,120.00			8647	$86,470.00
24	2105.505	MUCK EXCAVATION	CU YD	$10.00	1000	$10,000.00			1000	$10,000.00
25	2105.522	COMMON BORROW (CV)	CU YD	$9.40	7191	$67,595.40			7511	$70,603.40
26	2105.601	DEWATERING	LUMP SUM	$62,000.00	0.95	$58,900.00			1	$62,000.00
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	$20.00	26	$520.00	20	$400.00	20	$400.00
28	2123.501	COMMON LABORERS	HOUR	$85.00	30	$2,550.00	21	$1,785.00	21	$1,785.00
29	2123.503	MOTOR GRADER	HOUR	$170.00	20	$3,400.00				
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$100.00	32	$3,200.00			11	$1,100.00
31	2130.501	WATER	M GALLON	$30.00	100	$3,000.00				
32	2211.501	AGGREGATE BASE CLASS 5	TON	$20.00	173	$3,460.00	55	$1,100.00	223	$4,460.00
33	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	$17.00	4304	$73,168.00			4304	$73,168.00
34	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$55.00	5421	$298,155.00			5623.67	$309,301.85
35	2501.514	18" RC PIPE CULVERT	LIN FT	$34.50	112	$3,864.00			132	$4,554.00
36	2501.515	12" RC PIPE APRON	EACH	$400.00	5	$2,000.00			5	$2,000.00
37	2501.515	18" RC PIPE APRON	EACH	$475.00	4	$1,900.00			4	$1,900.00
38	2501.573	INSTALL PIPE APRON	EACH	$150.00	2	$300.00	2	$300.00	6	$900.00
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	$26.00	1203	$33,684.00	8	$224.00	1174	$32,872.00
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	$30.00	788	$23,640.00			617	$18,510.00
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	$32.00	676	$21,696.00			760	$24,320.00
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	$900.00	1	$900.00			1	$900.00
43	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	$2,400.00	1	$2,400.00			1	$2,400.00
44	2504.602	ADJUST VALVE BOX	EACH	$200.00	2	$400.00			1	$200.00
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	$450.00	3	$1,350.00			4	$1,800.00
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	$510.00	6	$3,060.00			2	$1,020.00
47	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LIN FT	$1.25	2770	$3,462.50			2778	$3,472.50
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LIN FT	$1.25	776	$972.50			1019	$1,273.75
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	$850.00	2	$1,900.00			4	$3,800.00
50	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$425.00	55.13	$23,430.25	5.11	$2,171.75	56.74	$24,114.50
51	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	$250.00	32.71	$8,177.50			32.71	$8,177.50
52	2506.516	CASTING ASSEMBLY	EACH	$750.00	20	$15,000.00	1	$750.00	21	$15,750.00
53	2506.522	ADJUST FRAME AND RING CASTING	EACH	$350.00	9	$3,150.00			9	$3,150.00
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	$500.00	1	$500.00			1	$500.00
55	2506.602	CONSTRUCT CONTROL STRUCTURE A	EACH	$2,800.00	1	$2,800.00	0.25	$700.00	1	$2,800.00
56	2511.501	RANDOM RIPRAP CLASS III	CU YD	$65.00	61.4	$3,991.00			33	$2,145.00
57	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	$2.00	227	$454.00			116	$232.00
58	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$15.00	7110	$106,650.00	-24.5	-$367.50	7679.5	$115,192.50
59	2531.503	CONCRETE MEDIAN	SQ YD	$75.00	93	$6,975.00			107	$8,025.00
60	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$55.00	153	$10,065.00			313	$17,215.00
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$80.00	135	$8,100.00			160	$9,600.00
62	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$95.00	114	$7,524.00			136.1	$9,114.80
63	2531.618	TRUNCATED DOMES	SQ FT	$40.00	164	$6,560.00			208	$8,240.00
64	2540.602	MAIL BOX SUPPORT	EACH	$125.00	15	$1,875.00			15	$1,875.00
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	$100.00	15	$1,500.00			15	$1,500.00
66	2557.603	INSTALL FENCE	LIN FT	$20.00	347	$6,940.00			64	$1,280.00
67	2563.601	TRAFFIC CONTROL	LUMP SUM	$8,000.00	1	$8,000.00			1	$8,000.00
68	2564.602	INSTALL SIGN	EACH	$80.00	20	$1,600.00			20	$1,600.00
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	$105.00	13	$1,365.00			60	$6,300.00
70	2564.602	FURNISH TYPE C SIGN	EACH	$150.00	22	$3,300.00			60	$9,000.00
71	2573.502	SILT FENCE, TYPE MS	LIN FT	$2.50	2222	$5,555.00			2255	$5,637.50
72	2573.530	STORM DRAIN INLET PROTECTION	EACH	$225.00	23	$5,175.00			23	$5,175.00
73	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	$800.00	8	$4,800.00			6	$3,600.00
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	$1,500.00	1	$1,500.00			1	$1,500.00
75	2573.602	CULVERT END CONTROLS	EACH	$250.00	2	$500.00			2	$500.00
76	2574.508	FERTILIZER TYPE 1	POUND	$1.00	693	$693.00			1493	$1,493.00
77	2574.525	COMMON TOPSOIL BORROW	CU YD	$0.01	2452	$24.52			2531	$25.31
78	2575.501	SEEDING	ACRE	$800.00	6.5	$5,200.00			5.6	$4,480.00
79	2575.502	SEED MIXTURE 22-111	POUND	$4.00	163	$652.00			180	$720.00
80	2575.502	SEED MIXTURE 25-131	POUND	$3.00	732	$2,196.00			1943	$5,829.00
81	2575.502	SEED MIXTURE 33-361	POUND	$80.00	14	$840.00			17.5	$1,050.00
82	2575.505	SODDING TYPE LAWN	SQ YD	$4.50	9935	$44,707.50			7931	$35,689.50
83	2575.511	MULCH MATERIAL TYPE 3	TON	$425.00	8	$3,400.00				
84	2575.519	DISK ANCHORING	ACRE	$200.00	4.1	$820.00			1765	$3,530.00
85	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	$2.00	4954	$9,908.00			5985	$7,764.50
86	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	$1.30	3180	$4,134.00			16	$800.00
87	2582.501	PAVEMENT MESSAGE-PAINT	EACH	$50.00	13	$650.00	2	$100.00	433	$128.90
88	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	$0.30	715	$214.50			3014	$1,024.76
89	2582.502	8" SOLID LINE WHITE-PAINT	LIN FT	$0.34	7465	$2,538.10			231	$69.30
90	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	$0.30	1628	$488.40			200.4	$501.00
91	2582.502	12" SOLID LINE YELLOW-PAINT	LIN FT	$2.50	137	$342.50			230	$69.00
92	2582.502	4" BROKEN LINE YELLOW-PAINT	LIN FT	$0.30	816	$244.80			4361	$2,616.60
93	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	$0.60	2276	$1,365.60			2071.3	$41,426.00
94	2600.4D	INSULATION (4' x 8' x 2" THICK)	SQ YD	$20.00	879.2	$17,584.00			114	$2,280.00
95	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	$20.00	108	$2,160.00			185	$4,070.00
96	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	$22.00	186	$4,092.00			1383	$34,575.00
97	2611.4A	10" PVC WATERMAIN PIPE	LIN FT	$25.00	1384	$34,600.00			1188	$33,858.00
98	2611.4A	12" PVC WATERMAIN PIPE	LIN FT	$26.50	1191	$33,943.50			20	$260.00
99	2611.4A	1" POLYETHYLENE SERVICE PIPE	LIN FT	$13.00	46	$924.00			935	$12,155.00
100	2611.4A	1.5" POLYETHYLENE SERVICE PIPE	LIN FT	$13.00	634	$8,242.00			6	$6,900.00
101	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,150.00	5	$5,750.00			2	$3,150.00
102	2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,575.00	2	$3,150.00			3	$7,200.00
103	2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	EACH	$2,400.00	3	$7,200.00			2	$4,000.00
104	2611.4B	12"BUTTERFLY VALVE & BOX w/ ADAPTOR	EACH	$2,000.00	1	$2,000.00				
105	2611.4B	VALVE OPERATOR EXTENSION	EACH	$140.00	9	$1,260.00			24	$15,720.00
106	2611.4C	1.5" CORPORATION STOP & SADDLE	EACH	$655.00	18	$11,790.00			1	$655.00
107	2611.4D	1" CURB STOP & BOX	EACH	$635.00	3	$1,905.00			24	$15,240.00
108	2611.4D	1.5" CURB STOP & BOX	EACH	$760.00	18	$13,680.00			5	$3,800.00
109	2611.4E	HYDRANT	EACH	$4,050.00	5	$20,250.00			2	$8,100.00
110	2611.4G	INSTALL HYDRANT & VALVE	EACH	$1,440.00	2	$2,880.00			4100	$7,175.00
111	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	$1.75	3675	$6,431.25			2	$1,170.00
112	2611.4J	HYDRANT EXTENSION (12")	EACH	$585.00	1	$585.00				
113	2611.4J	HYDRANT EXTENSION (18")	EACH	$700.00	1	$700.00			1	$875.00
114	2611.4J	HYDRANT EXTENSION (30")	EACH	$875.00	1	$875.00			2	$870.00
115	2611.4J	GATE VALVE BOX & ADAPTOR	EACH	$435.00	2	$870.00			980	$24,010.00
116	2621.4A	6" PVC SEWER PIPE (SDR 26)	LIN FT	$24.50	979	$23,985.50			1795	$48,465.00
117	2621.4A	10" PVC SEWER PIPE (SDR 26)	LIN FT	$27.00	1791	$48,357.00			10	$22,000.00
118	2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	EACH	$2,200.00	10	$22,000.00			14.95	$1,495.00
119	2621.4B1	MANHOLE EXCESS DEPTH	LIN FT	$100.00	14.95	$1,495.00			38	$3,040.00
120	2621.4F	4" PVC SERVICE PIPE (SCH 40)	LIN FT	$80.00	24	$1,920.00			998	$14,970.00
121	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	$15.00	802	$12,030.00			11	$8,270.00
122	2621.4G	8" X 6" PVC WYE	EACH	$570.00	7	$3,990.00			13	$8,970.00
123	2621.4G	10" X 6" PVC WYE	EACH	$690.00	11	$7,590.00				

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AN
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
ALTERNATE BID A										
1A	2101.501	CLEARING	ACRE	$15,000.00	0.05	$750.00			0.075	$1,125.00
2A	2101.506	GRUBBING	ACRE	$15,000.00	0.05	$750.00			0.075	$1,125.00
3A	2105.601	DEWATERING	LUMP SUM	$70,000.00	0.05	$3,500.00			0.05	$3,500.00
4A	2123.501	COMMON LABORERS	HOUR	$85.00	5	$425.00				
5A	2123.503	MOTOR GRADER	HOUR	$160.00	5	$800.00				
6A	2573.502	SILT FENCE, TYPE MS	LIN FT	$2.50	50	$125.00				
7A	2574.508	FERTILIZER TYPE 1	POUND	$1.00	27	$27.00			27	$27.00
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	$20.00	49	$980.00			49	$980.00
9A	2575.501	SEEDING	ACRE	$800.00	0.1	$80.00			0.1	$80.00
10A	2575.502	SEED MIXTURE 25-131	POUND	$3.00	27	$81.00			27	$81.00
11A	2575.505	SODDING TYPE LAWN	SQ YD	$4.50	116	$522.00			116	$522.00
12A	2575.582	HYDRAULIC MATRIX TYPE MULCH	POUND	$8.00	142	$1,136.00			142	$1,136.00
13A	2800.4D	INSULATION (4' x 8' x 2" THICK)	SQ YD	$20.00	6.3	$126.00			3.5	$70.00
14A	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	$47.00	6	$282.00			7	$329.00
15A	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	$25.00	175	$4,375.00			116	$2,900.00
16A	2611.4A	6" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	$55.00	865	$46,845.00			922	$46,866.00
17A	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	$1,200.00	1	$1,200.00			1	$1,200.00
18A	2611.4E	HYDRANT	EACH	$4,100.00	1	$4,100.00			1	$4,100.00
19A	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	$2.35	615	$1,445.25			785	$1,844.75
20A	-	6" WET TAP	EACH	$4,300.00	1	$4,300.00			1	$4,300.00
CHANGE ORDER 3										
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	$1,440.00	1	$1,440.00			1	$1,440.00
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	$5,272.00	1	$5,272.00			1	$5,272.00
3		WORK AROUND 6" GAS MAIN	LUMP SUM	$1,350.00	1	$1,350.00			1	$1,350.00
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	$12,958.38	1	$12,958.38			1	$12,958.38
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	$9,753.87	1	$9,753.87			1	$9,753.87
CHANGE ORDER 4										
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	$1,377.00	1	$1,377.00	1	$1,377.00	1	$1,377.00
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	$1,472.06	1	$1,472.06	1	$1,472.06	1	$1,472.06
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	$1,932.00	1	$1,932.00	1	$1,932.00	1	$1,932.00
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	$3,127.24	1	$3,127.24	1	$3,127.24	1	$3,127.24
5		EXTEND CULVERT AT TH 210 (EAST)	LUMP SUM	$1,505.60	1	$1,505.60	1	$1,505.60	1	$1,505.60
6		EXTEND CULVERT AT TH 210 (WEST)	LUMP SUM	$2,011.20	1	$2,011.20	1	$2,011.20	1	$2,011.20
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	$541.00	1	$541.00	1	$541.00	1	$541.00
8		INSTALL FLEXAMAT FLUMES	LUMP SUM	$3,363.50	1	$3,363.50	1	$3,363.50	1	$3,363.50
9		RELOCATE SAN. SEW. MH 7	LUMP SUM	$1,800.00	1	$1,800.00	1	$1,800.00	1	$1,800.00
10		REPAIR DAMAGED CURBS	LUMP SUM	$1,394.50	1	$1,394.50	1	$1,394.50	1	$1,394.50
TOTALS:						$1,579,327.72		$25,984.85		$1,661,262.37
AMOUNT RETAINED:							RETAINAGE:			$44,675.81
RETAINAGE RELEASED							RETAINAGE RELEASED:	$33,147.27		
PREVIOUS PAYMENTS										$1,557,474.44
AMOUNT DUE:								$59,112.12		$59,112.12



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

DATE: LIC. NO.

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE:	OCT 2016
SCALE:	AS SHOWN
DRAWN BY:	A.L.W.
CHECKED BY:	A.L.W.
JOB NUMBER:	0102B0000.000

SECTION 6 - AREA A1 OUTLET
CITY OF BAXTER
BAXTER, MINNESOTA

PROPOSED AREA A1 OUTLET

SHEET NO.

SHEET OF

ENGINEER'S ESTIMATE
SECTION 6 - AREA A1 OUTLET
BAXTER, MN
Tuesday, October 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	$10,000.00	1	$10,000.00
2	2101.501	CLEARING	ACRE	$2,750.00	2.5	$6,875.00
3	2101.506	GRUBBING	ACRE	$5,750.00	2.5	$14,375.00
4	2104.501	REMOVE PIPE CULVERTS	LIN FT	$15.00	20	$300.00
5	2105.501	COMMON EXCAVATION	CU YD	$15.00	2000	$30,000.00
6	2118.501	AGGREGATE SURFACING CLASS 5	TON	$25.00	200	$5,000.00
7	2501.515	18" RC PIPE APRON	EACH	$800.00	10	$8,000.00
8	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	$36.00	200	$7,200.00
9	-	FLEXAMAT	SQ YD	$110.00	111	$12,210.00
10	2573.502	SILT FENCE, TYPE MS	LIN FT	$2.50	1000	$2,500.00
11	2574.508	FERTILIZER TYPE 1	POUND	$2.00	900	$1,800.00
12	2575.501	SEEDING	ACRE	$800.00	3	$2,400.00
13	2575.502	SEED MIXTURE 25-131	POUND	$4.00	1200	$4,800.00
14	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	$2.50	1000	$2,500.00
15	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	$2.00	11700	$23,400.00

SUBTOTAL:	$131,360.00
CONTINGENCIES (10%):	$13,136.00
ESTIMATED CONSTRUCTION COST:	$144,496.00
ENGINEERING (20%):	$28,899.20
ADMINISTRATION, LEGAL, ETC. (5%):	$7,224.80
LAND ACQUISITION/EASEMENTS:	
PIEHL (5,490 SF X $0.75/sf):	$4,117.50
WALDEMARSEN (15,990 SF X $0.75/sf):	$11,992.50
FRANZEN (17,750 SF X $0.75/SF):	$13,312.50
FRANZEN (9,150 SF X $0.75/SF):	$6,862.50
MAENDEL (9,150 SF X $0.75/SF):	$6,862.50
ESTIMATED PROJECT COST:	**$223,767.50**

DATE	REV#	REVISIONS DESCRIPTION	BY
10-26-16		UPDATED STORM SEWER ALIGNMENT	ALW

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.

ARIC WELCH DATE LIC. NO. 41983

WWW.WSNJS.COM

WIDSETH SMITH NOLTING

ARCHITECTS
ENGINEERS
ENVIRONMENTAL SERVICES
LAND SURVEYORS
WATER RESOURCES

ALEXANDRIA, MN
BAXTER, MN
BEMIDJI, MN
CROOKSTON, MN
GRAND FORKS, ND
RED WING, MN
ROCHESTER, MN

EXCELSIOR ROAD STORMWATER STUDY
CITY OF BAXTER
BAXTER, MINNESOTA

DATE: OCT 2016
SCALE: AS SHOWN
DRAWN BY: ALJ.W.
CHECKED BY: ALJ.W.
JOB NUMBER: 0102B0350.000

EXHIBIT D - EXCELSIOR STORM SEWER EXTENSION

SHEET NO. 6
SHEET OF

© 2016 WIDSETH SMITH NOLTING

\\S022\Users\Aric.Welch\Desktop\C-SP-0102B0350.000.dwg Plotted by:Aric Welch 10/26/2016 11:14:56 AM

COST ESTIMATES
EXCELSIOR ROAD STORMWATER STUDY
BAXTER, MN
Wednesday, October 26, 2016

EXCELSIOR ROAD CULVERT AND DRAINAGE STRUCTURES (WEST OF FOREST DRIVE)

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	$2,500.00	1	$2,500.00
2	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	$3.00	130	$390.00
3	2104.513	SAW BITUMINOUS PAVEMENT	LIN FT	$5.00	120	$600.00
4	2105.501	COMMON EXCAVATION (P)	CU YD	$15.00	200	$3,000.00
5	2211.503	AGGREGATE BASE CLASS 5	CU YD	$25.00	20	$500.00
6	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE	TON	$75.00	25	$1,875.00
7	2501.515	12" RC PIPE APRON	EACH	$650.00	2	$1,300.00
8	2503.541	12" RC PIPE SEWER DESIGN 3006	LIN FT	$30.00	100	$3,000.00
9	2506.501	CONSTRUCT DRAINAGE STRUCTURE	LIN FT	$450.00	8	$3,600.00
10	2506.516	CASTING ASSEMBLY	EACH	$750.00	2	$1,500.00
11	2563.601	TRAFFIC CONTROL	LUMP SUM	$1,000.00	1	$1,000.00
12	2573.530	STORM DRAIN INLET PROTECTION	EACH	$200.00	2	$400.00
13	2573.602	CULVERT END CONTROLS	EACH	$250.00	2	$500.00
14	2574.508	FERTILIZER TYPE 1	POUND	$2.00	60	$120.00
15	2574.525	COMMON TOPSOIL BORROW	CU YD	$15.00	225	$3,375.00
16	2575.501	SEEDING	ACRE	$800.00	0.2	$160.00
17	2575.502	SEED MIXTURE 22-111	POUND	$4.00	80	$320.00
18	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	$2.50	330	$825.00
19	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	$2.00	780	$1,560.00

ESTIMATED CONSTRUCTION COST:	$19,665.00
CONTINGENCIES (10%):	$1,966.50
SUBTOTAL:	$21,631.50
ENGINEERING AND ADMINISTRATION (20%):	$4,326.30
TOTAL PROJECT COST:	**$25,957.80**

EXCELSIOR ROAD STORM SEWER (ROUNDABOUT PROJECT EAST OF FOREST DRIVE)

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	$15,000.00	1	$15,000.00
2	2104.501	REMOVE PIPE CULVERTS	LIN FT	$15.00	40	$600.00
3	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	$15.00	405	$6,075.00
4	2104.501	REMOVE CURB AND GUTTER	LIN FT	$7.50	630	$4,725.00
5	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	$3.00	3255	$9,765.00
6	2104.509	REMOVE CATCH BASIN	EACH	$150.00	3	$450.00
7	2104.509	REMOVE CASTING	EACH	$125.00	3	$375.00
8	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$5.00	2700	$13,500.00
9	2104.513	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$7.50	100	$750.00
10	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$125.00	6	$750.00
11	2211.503	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	$25.00	460	$11,500.00
12	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$75.00	750	$56,250.00
13	2501.567	24" RC SAFETY APRON AND GRATE DESIGN 3128	EACH	$1,250.00	2	$2,500.00
14	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	$30.00	60	$1,800.00
15	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	$40.00	1640	$65,600.00
16	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$425.00	30	$12,750.00
17	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	$550.00	30	$16,500.00
18	2506.516	CASTING ASSEMBLY	EACH	$750.00	11	$8,250.00
19	-	FLEXAMAT	SQ YD	$110.00	20	$2,200.00
20	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$20.00	630	$12,600.00
21	2573.530	STORM DRAIN INLET PROTECTION	EACH	$200.00	11	$2,200.00
22	2573.602	CULVERT END CONTROLS	EACH	$250.00	2	$500.00
23	2574.508	FERTILIZER TYPE 1	POUND	$2.00	150	$300.00
24	2574.525	COMMON TOPSOIL BORROW	CU YD	$15.00	270	$4,050.00
25	2575.501	SEEDING	ACRE	$800.00	0.5	$400.00
26	2575.502	SEED MIXTURE 22-111	POUND	$4.00	200	$800.00
27	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	$2.50	1200	$3,000.00
28	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	$2.00	1950	$3,900.00

ESTIMATED CONSTRUCTION COST:	$257,090.00
CONTINGENCIES (10%):	$25,709.00
SUBTOTAL:	$282,799.00
ENGINEERING AND ADMINISTRATION (20%):	$56,559.80
TOTAL PROJECT COST:	**$339,358.80**

WIDSETH SMITH NOLTING

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

October 26, 2016

Trevor Walter - Director of Public Works/City Engineer
City of Baxter
P.O. Box 2626
Baxter, MN 56425

RE: ELECTRICAL ENGINEERING SERVICES PROPOSAL
ARC FLASH EVALUATION FOR THE CITY OF BAXTER UTILITIES
BAXTER, MINNESOTA

Dear Mr. Walter:

Thank you for the opportunity to meet with you and discuss the need for Arc Flash Evaluations for your facilities. We appreciate the opportunity extended to Widseth Smith Nolting (WSN) to provide a proposal for electrical design services associated with Arc Flash Evaluations for the City of Baxter. Arc Flash Evaluations are required by OSHA and NFPA 70E – Standard for Electrical Safety in the Workplace. The results of the evaluation are used to determine the arc flash hazard at each piece of electrical and utilization equipment. This information is then used to produce warning labels for the equipment and also to determine the proper safety clothing to be used when working on the equipment when live voltage is present.

Our understanding of the project deliverables includes the following:

- An updated power distribution riser diagram for each facility except the lift stations.
- A short circuit analysis and report for each facility.
- An arc flash evaluation and report for each facility.
- Arc flash warning labels for each piece of electrical equipment studied.

If our understanding is incorrect, please let us know immediately so we can modify this proposal.

We will work with Holden Electric to perform the site electrical survey. This includes determining the size and types of panels and overcurrent devices (fuses and circuit breakers), feeder lengths and sizes, and ratings for large 480V equipment. The project will be managed by WSN and we will include the costs for both firms.

We request that the City of Baxter make available to us all drawings, specifications, and shop drawings for projects in which WSN was not originally involved.

SCOPE OF SERVICES

Our proposed scope of services includes the following:

- Conduct a site survey of all electrical distribution equipment and determine the length and size of all distribution conduits and conductors.
- Enter the collected data into the calculation software and draw a one-line diagram of each electrical system.
- Run the short circuit analysis and the arc fault analysis.
- Print labels for each piece of equipment studied.

WIDSETH SMITH NOLTING

Our scope does not include the following, although we can provide these services if desired:

- Correction of any electrical distribution deficiencies found during the study. We will, however, notify you if any problems are found.

FEES & SCHEDULE

We propose to complete the above scope of services for the Lump Sum of $14,450.

The cost breakdown is as follows:

Water Treatment Plant	$ 2,390
Public Works Building	$ 2,905
Brainerd/Baxter Pump House	$ 1,510
23 Wastewater Lift Stations	$ 6,335
3 Water Towers	$ 960
Total	$14,100
Labels and Reproduction	$ 350
	$14,450

Additional services not included in our base proposal such as additional site visits or other requested services shall be billed on an hourly basis.

Invoices will be prepared monthly based on percent complete.

We anticipate starting the work upon notification to proceed, with an estimated completion date and submittal of the final report to be two months after notification, assuming all necessary information is available.

This proposal will be open for acceptance for 90 days, unless changed by us in writing.

Sincerely,

Jim Szustek, P.E.
WIDSETH SMITH NOLTING

Encl.: General Provisions of Professional Services Agreement

Proposed by Widseth Smith Nolting

Aric Welch, Vice President

Kevin B. Wernberg, Executive Vice President

WIDSETH SMITH NOLTING

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

_____ Date

_____ Date

General Provisions of Professional Services Agreement

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

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

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

ARTICLE 1. PERIOD OF SERVICE
The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES
The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

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

ARTICLE 3. COMPENSATION TO WSN
A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.

2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.

3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:

   (a) Travel and subsistence.
   (b) Specialized computer services or programs.
   (c) Outside professional and technical services with cost defined as the amount billed WSN.
   (d) Identifiable reproduction and reprographic costs.
   (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.

4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

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

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION
Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA
All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

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

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS
In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warrantees, express or implied, are made by WSN.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.

3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.

4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.

5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.

7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.

8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

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

ARTICLE 14. BETTERMENT
If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

ARTICLE 16. CONTINGENCY FUND
CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE
WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

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

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

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK
In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed $1,000,000 on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION
WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

-151 MMUA Suite 400
5142
| Toll Free 800.422.0119 (MN)
Minnesota Municipal Utilities Association

Trevor Walter – Director of Public Works/City Engineer
City of Baxter
P.O. Box 2626
Baxter, MN 56425

Oct 13, 2016

Mr. Walter:

In response to your request to clarify the responsibilities of the City of Baxter regarding the need to move forward with an arc flash electrical hazard assessment as the owner of the electrical hazards within all city facilities. Below you will find highlighted applicable details of the NFPA 70E standard as they relate to your employees and contractors.

ARTICLE 105 & 110 General Requirements for Electrical

1. Safety-Related Work Practices General Requirements for Electrical
2. (G) Hazard Risk Assessment Procedure.
3. 110.2 Training Requirements
4. 110.3 Host and Contract Employers' Responsibilities.

I hope this helps - MW

Michael Willetts
Director of Training & Safety
Minnesota Municipal Utilities Association
Email: mwilletts@mmua.org
Cell: 612-802-8474
MMUA SAFETY TEAM

ARTICLE 105
Application of Safety-Related Work Practices

105.1 Scope. Chapter 1 covers electrical safety-related work practices and procedures for employees who are exposed to an electrical hazard in workplaces covered in the scope of this standard.

105.2 Purpose. These practices and procedures are intended to provide for employee safety relative to electrical hazards in the workplace. Informational Note: For general categories of electrical hazards, see Informative Annex K.

105.3 Responsibility. The employer shall provide the safety-related work practices and shall train the employee, who shall then implement them.

105.4 Organization. Chapter 1 of this standard is divided into five articles. Article 100 provides definitions for terms used in one or more of the chapters of this document. Article 105 provides for application of safety-related work practices. Article 110 provides general requirements for electrical safety-related work practices. Article 120 provides requirements for establishing an electrically safe work condition. Article 130 provides requirements for work involving electrical hazards.

ARTICLE 110
General Requirements for Electrical Safety-Related Work Practices

110.1 Electrical Safety Program.

(A) General. The employer shall implement and document an overall electrical safety program that directs activity appropriate to the risk associated with electrical hazards. The electrical safety program shall be implemented as part of the employer's overall occupational health and safety management system, when one exists.

Informational Note No. 1: Safety-related work practices such as verification of proper maintenance and installation, alerting techniques, auditing requirements, and training requirements provided in this standard are administrative controls and part of an overall electrical safety program. Informational Note No. 2: ANSI/AIHA Z10, *American National Standard for Occupational Health and Safety Management Systems*, provides a framework for establishing a comprehensive electrical safety program as a component of an employer's occupational safety and health program. Informational Note No. 3: IEEE 3007.1, *Recommended Practice for the Operation and Management of Industrial and Commercial Power Systems*, provides additional guidance for the implementation of the electrical safety program. Informational Note No. 4: IEEE 3007.3, *Recommended Practice for Electrical Safety in Industrial and Commercial Power Systems*, provides additional guidance for electrical safety in the workplace.

(B) Maintenance. The electrical safety program shall include elements that consider condition of maintenance of electrical equipment and systems.

(C) Awareness and Self-Discipline. The electrical safety program shall be designed to provide an awareness of the

potential electrical hazards to employees who work in an environment with the presence of electrical hazards. The program shall be developed to provide the required self-discipline for all employees who must perform work that may involve electrical hazards. The program shall instill safety principles and controls.

(D) Electrical Safety Program Principles. The electrical safety program shall identify the principles upon which it is based. Informational Note: For examples of typical electrical safety program principles, see Informative Annex E.

(E) Electrical Safety Program Controls. An electrical safety program shall identify the controls by which it is measured and monitored. Informational Note: For examples of typical electrical safety program controls, see Informative Annex E.

(F) Electrical Safety Program Procedures. An electrical safety program shall identify the procedures to be utilized

before work is started by employees exposed to an electrical hazard. Informational Note: For an example of a typical electrical safety program procedure, see Informative Annex E.

(G) Risk Assessment Procedure. An electrical safety program shall include a risk assessment procedure that addresses employee exposure to electrical hazards. The procedure shall identify the process to be used by the employee before work is started to carry out the following:

(1) Identify hazards
(2) Assess risks
(3) Implement risk control according to a hierarchy of methods Informational Note No. 1: The hierarchy of risk control methods specified in ANSI/AIHA Z10, *American National Standard for Occupational Health and Safety Management Systems*, is as follows:
(1) Elimination
(2) Substitution
(3) Engineering controls
(4) Awareness
(5) Administrative controls
(6) PPE
Informational Note No. 2: The risk assessment procedure may include identifying when a second person could be required and the training and equipment that person should have. Informational Note: For an example of a risk assessment procedure, see Informative Annex F.
(H) Job Briefing. Before starting each job, the employee in charge shall conduct a job briefing with the employees
involved. The briefing shall cover such subjects as hazards associated with the job, work procedures involved, special precautions, energy source controls, PPE requirements, and the information on the energized electrical work permit, if required. Additional job briefings shall be held if changes that might affect the safety of employees occur during the course of the work. Informational Note: For an example of a job briefing form and planning checklist, see Figure I.1.
(I) Electrical Safety Auditing.
(1) Electrical Safety Program. The electrical safety program shall be audited to verify that the principles and procedures of the electrical safety program are in compliance with this standard. Audits shall be performed at intervals not to exceed 3 years.
(2) Field Work. Field work shall be audited to verify that the requirements contained in the procedures of the electrical safety program are being followed. When the auditing determines that the principles and procedures of the electrical safety program are not being followed, the appropriate revisions to the training program or revisions to the procedures shall be made. Audits shall be performed at intervals not to exceed 1 year.
(3) Documentation. The audits shall be documented.
110.2 Training Requirements.
(A) Safety Training. The training requirements contained in this section shall apply to employees exposed to an electrical hazard when the risk associated with that hazard is not reduced to a safe level by the applicable electrical installation requirements. Such employees shall be trained to understand the specific hazards associated with electrical energy. They shall be trained in safety-related work practices and procedural requirements, as necessary, to provide protection from the electrical hazards associated with their respective job or task assignments. Employees shall be trained to identify and understand the relationship between electrical hazards and possible injury. Informational Note: For further information concerning installation requirements, see *NFPA 70, National Electrical Code*.
(B) Type of Training. The training required by this section shall be classroom, on-the-job, or a combination of the two. The type and extent of the training provided shall be determined by the risk to the employee.
(C) Emergency Response Training.
(1) Contact Release. Employees exposed to shock hazards shall be trained in methods of safe release of victims from contact with exposed energized electrical conductors or circuit parts. Refresher training shall occur annually.
(2) First Aid, Emergency Response, and Resuscitation.
(a) Employees responsible for responding to medical emergencies shall be trained in first aid and emergency procedures.
(b) Employees responsible for responding to medical emergencies shall be trained in cardiopulmonary resuscitation
(CPR). Refresher training shall occur annually.
(c) Employees responsible for responding to medical emergencies shall be trained in the use of an automated external defibrillator (AED) if an employer's emergency response plan includes the use of this device. Refresher training shall occur annually.
(3) Training Verification. Employers shall verify at least annually that employee training required by this section is

current.
(4) Documentation. The employer shall document that the training required by this section has occurred.
(D) Employee Training.
(1) Qualified Person. A qualified person shall be trained and knowledgeable in the construction and operation of equipment or a specific work method and be trained to identify and avoid the electrical hazards that might be present with respect to that equipment or work method.
(2) ARTICLE 110— GENERAL REQUIREMENTS FOR ELECTRICAL SAFETY-RELATED WORK PRACTICES
70E–16 ELECTRICAL SAFETY IN THE WORKPLACE 2015 Edition
(a) Such persons shall also be familiar with the proper use of the special precautionary techniques, applicable electrical policies and procedures, PPE, insulating and shielding materials, and insulated tools and test equipment. A
person can be considered qualified with respect to certain equipment and methods but still be unqualified for others.
(b) Such persons permitted to work within the limited approach boundary shall, at a minimum, be additionally trained in all of the following: (1) Skills and techniques necessary to distinguish exposed energized electrical conductors and circuit parts from other parts of electrical equipment
(2) Skills and techniques necessary to determine the nominal voltage of exposed energized electrical conductors and circuit parts
(3) Approach distances specified in Table 130.4(D)(a) and Table 130.4(D)(b) and the corresponding voltages to which the qualified person will be exposed
(4) Decision-making process necessary to be able to do the following:
a. Perform the job safety planning
b. Identify electrical hazards
c. Assess the associated risk
d. Select the appropriate risk control methods from the hierarchy of controls identified in 110.1(G), including personal protective equipment
(c) An employee who is undergoing on-the-job training for the purpose of obtaining the skills and knowledge necessary to be considered a qualified person, and who in the course of such training demonstrates an ability to perform specific duties safely at his or her level of training, and who is under the direct supervision of a qualified person shall be considered to be a qualified person for the performance of those specific duties.
(d) Tasks that are performed less often than once per year shall require retraining before the performance of the work practices involved.
(e) Employees shall be trained to select an appropriate test instrument and shall demonstrate how to use a device to verify the absence of voltage, including interpreting indications provided by the device. The training shall include
information that enables the employee to understand all limitations of each test instrument that might be used.
(f) The employer shall determine through regular supervision or through inspections conducted on at least an annual basis that each employee is complying with the safety-related work practices required by this standard.
(2) Unqualified Persons. Unqualified persons shall be trained in, and be familiar with, any electrical safety-related
practices necessary for their safety.
(3) Retraining. Retraining in safety-related work practices and applicable changes in this standard shall be performed at intervals not to exceed three years. An employee shall receive additional training (or retraining) if any of the following conditions exists:
(1) The supervision or annual inspections indicate that the employee is not complying with the safety-related work practices.
(2) New technology, new types of equipment, or changes in procedures necessitate the use of safety-related work practices that are different from those that the employee would normally use.
(3) The employee must employ safety-related work practices that are not normally used during his or her regular job duties.
(E) Training Documentation. The employer shall document that each employee has received the training required
by 110.2(D). This documentation shall be made when the employee demonstrates proficiency in the work practices

involved and shall be maintained for the duration of the employee's employment. The documentation shall contain
the content of the training, each employee's name, and dates of training. Informational Note No. 1: Content of the training could include one or more of the following: course syllabus, course curriculum, outline, table of contents or training objectives. Informational Note No. 2: Employment records that indicate that an employee has received the required training are an acceptable means of meeting this requirement.

110.3 Host and Contract Employers' Responsibilities.

(A) Host Employer Responsibilities.

(1) The host employer shall inform contract employers of the following:

(1) Known hazards that are covered by this standard, that are related to the contract employer's work, and that might not be recognized by the contract employer or its employees

(2) Information about the employer's installation that the contract employer needs to make the assessments required
by Chapter 1

(2) The host employer shall report observed contract employer–related violations of this standard to the contract employer.

(B) Contract Employer Responsibilities.

(1) The contract employer shall ensure that each of his or her employees is instructed in the hazards communicated to the contract employer by the host employer. This instruction shall be in addition to the basic training required by
this standard.

(2) The contract employer shall ensure that each of his or her employees follows the work practices required by this
standard and safety-related work rules required by the host employer.

(3) The contract employer shall advise the host employer of the following:

(1) Any unique hazards presented by the contract employer's work

(2) Hazards identified during the course of work by the contract employer that were not communicated by the host employer

(3) The measures the contractor took to correct any violations reported by the host employer under 110.3(A)(2) and to prevent such violation from recurring in the future

(C) Documentation. Where the host employer has knowledge of hazards covered by this standard that are related to
the contract employer's work, there shall be a documented meeting between the host employer and the contract employer.

110.4 Use of Electrical Equipment.

(A) Test Instruments and Equipment.

(1) Testing. Only qualified persons shall perform tasks such as testing, troubleshooting, and voltage measuring within the limited approach boundary of energized electrical conductors or circuit parts operating at 50 volts or more
or where an electrical hazard exists.

(2) Rating. Test instruments, equipment, and their accessories shall be rated for circuits and equipment where they
are utilized.

Informational Note: See ANSI/ISA-61010-1 (82.02.01)/UL
61010-1, *Safety Requirements for Electrical Equipment for Measurement, Control, and Laboratory Use – Part 1: General Requirements*, for rating and design requirements for voltage measurement and test instruments intended for use on electrical systems 1000 volts and below.

(3) Design. Test instruments, equipment, and their accessories shall be designed for the environment to which they
will be exposed and for the manner in which they will be utilized.

(4) Visual Inspection and Repair. Test instruments and equipment and all associated test leads, cables, power cords, probes, and connectors shall be visually inspected for external defects and damage before each use. If there is
a defect or evidence of damage that might expose an employee to injury, the defective or damaged item shall be

removed from service. No employee shall use it until a person(s) qualified to perform the repairs and tests that are necessary to render the equipment safe has done so.
(5) Operation Verification. When test instruments are used for testing the absence of voltage on conductors or circuit parts operating at 50 volts or more, the operation of the test instrument shall be verified on a known voltage source before and after an absence of voltage test is performed.
(B) Portable Electric Equipment. This section applies to the use of cord- and plug-connected equipment, including
cord sets (extension cords).
(1) Handling and Storage. Portable equipment shall be handled and stored in a manner that will not cause damage.
Flexible electric cords connected to equipment shall not be used for raising or lowering the equipment. Flexible cords shall not be fastened with staples or hung in such a fashion as could damage the outer jacket or insulation.
(2) Grounding-Type Equipment.
(a) A flexible cord used with grounding-type utilization equipment shall contain an equipment grounding conductor.
(b) Attachment plugs and receptacles shall not be connected or altered in a manner that would interrupt continuity of the equipment grounding conductor. Additionally, these devices shall not be altered in order
to allow use in a manner that was not intended by the manufacturer.
(c) Adapters that interrupt the continuity of the equipment grounding conductor shall not be used.
(3) Visual Inspection and Repair of Portable Cord- and
Plug-Connected Equipment and Flexible Cord Sets.
(a) Frequency of Inspection. Before each use, portable cord- and plug-connected equipment shall be visually inspected for external defects (such as loose parts or deformed and missing pins) and for evidence of possible internal damage (such as a pinched or crushed outer jacket).
Exception: Cord- and plug-connected equipment and flexible
cord sets (extension cords) that remain connected once
they are put in place and are not exposed to damage shall
not be required to be visually inspected until they are
relocated.
(b) Defective Equipment. If there is a defect or evidence of damage that might expose an employee to injury, the defective or damaged item shall be removed from service. No employee shall use it until a person(s) qualified to
perform the repairs and tests necessary to render the equipment safe has done so.
(c) Proper Mating. When an attachment plug is to be connected to a receptacle, the relationship of the plug and
 receptacle contacts shall first be checked to ensure that they are of mating configurations.
(4) Conductive Work Locations. Portable electric equipment used in highly conductive work locations (such as those inundated with water or other conductive liquids) shall be approved for those locations. In job locations where employees are likely to contact or be drenched with water or conductive liquids, ground-fault circuit-interrupter protection for personnel shall also be used. Informational Note: The risk assessment procedure can also include identifying when the use of portable tools and equipment powered by sources other than 120 volts ac, such as batteries, air, and hydraulics, should be used to minimize the potential for injury from electrical hazards for tasks performed in conductive or wet locations.
(5) Connecting Attachment Plugs.
(a) Employees' hands shall not be wet when plugging and unplugging flexible cords and cord- and plugconnected equipment if energized equipment is involved.
(b) Energized plug and receptacle connections shall be handled only with insulating protective equipment if the condition of the connection could provide a conductive path to the employee's hand (e.g, if a cord connector is wet
from being immersed in water).
(c) Locking-type connectors shall be secured after connection.
(6) Manufacturer's Instructions. Portable equipment shall be used in accordance with the manufacturer's instructions and safety warnings.
(C) Ground-Fault Circuit-Interrupter (GFCI) Protection.

(1) General. Employees shall be provided with groundfault circuit-interrupter (GFCI) protection where required by applicable state, federal, or local codes and standards. Listed cord sets or devices incorporating listed GFCI protection for personnel identified for portable use shall be permitted.
(2) Maintenance and Construction. GFCI protection shall be provided where an employee is operating or using cord- and plug-connected tools related to maintenance and construction activity supplied by 125-volt, 15-, 20-, or 30- ampere circuits. Where employees operate or use equipment supplied by greater than 125-volt, 15-, 20-, or 30-ampere circuits, GFCI protection or an assured equipment grounding conductor program shall be implemented.
(3) Outdoors. GFCI protection shall be provided when an employee is outdoors and operating or using cord- and plug-connected equipment supplied by 125-volt, 15-, 20-, or 30-ampere circuits. Where employees working outdoors operate or use equipment supplied by greater than 125-volt, 15-, 20-, or 30-ampere circuits, GFCI protection or an assured equipment grounding conductor program shall be implemented.
(D) Ground-Fault Circuit-Interrupter Protection Devices.
GFCI protection devices shall be tested in accordance
with the manufacturer's instructions.
(E) Overcurrent Protection Modification. Overcurrent protection of circuits and conductors shall not be modified,
even on a temporary basis, beyond what is permitted by applicable portions of electrical codes and standards dealing
with overcurrent protection. Informational Note: For further information concerning electrical codes and standards dealing with overcurrent protection, refer to Article 240 of *NFPA 70, National Electrical Code*.

ARTICLE 120
Establishing an Electrically Safe Work Condition

120.1 Verification of an Electrically Safe Work Condition.
An electrically safe work condition shall be achieved when performed in accordance with the procedures of 120.2 and verified by the following process:
(1) Determine all possible sources of electrical supply to the specific equipment. Check applicable up-to-date drawings, diagrams, and identification tags.
(2) After properly interrupting the load current, open the disconnecting device(s) for each source.
(3) Wherever possible, visually verify that all blades of the disconnecting devices are fully open or that drawouttype
circuit breakers are withdrawn to the fully disconnected position.
(4) Apply lockout/tagout devices in accordance with a documented and established policy.
(5) Use an adequately rated test instrument to test each phase conductor or circuit part to verify it is deenergized. Test each phase conductor or circuit part both phase-to-phase and phase-to-ground. Before and after each test, determine that the test instrument is operating satisfactorily through verification on a known voltage source. Informational Note: See ANSI/ISA 61010-1, *Safety Requirements for Electrical Equipment for Measurement, Control, and Laboratory Use, Part 1: General Requirements*, for rating and design requirements for voltage measurement and test instruments intended for use on electrical systems 1000 volts and below. ARTICLE 120— ESTABLISHING AN ELECTRICALLY SAFE WORK CONDITION **120.1** 2015 Edition ELECTRICAL SAFETY IN THE WORKPLACE **70E**–19
(6) Where the possibility of induced voltages or stored electrical energy exists, ground the phase conductors or circuit parts before touching them. Where it could be reasonably anticipated that the conductors or circuit parts being de-energized could contact other exposed energized conductors or circuit parts, apply ground connecting devices rated for the available fault duty.
120.2 De-energized Electrical Equipment That Has Lockout/Tagout Devices Applied. Each employer shall identify, document, and implement lockout/tagout procedures conforming to Article 120 to safeguard employees from exposure to electrical hazards. The lockout/tagout procedure shall be appropriate for the experience and training of the employees and conditions as they exist in the workplace.
(A) General. All electrical circuit conductors and circuit parts shall be considered energized until the source(s) of energy is (are) removed, at which time they shall be considered de-energized. All electrical conductors and circuit parts shall not be considered to be in an electrically safe work condition until all of the applicable requirements of Article 120 have been met. Informational Note: See 120.1 for the six-step procedure
to verify an electrically safe work condition. Electrical conductors and circuit parts that have been
disconnected, but not under lockout/tagout; tested; and grounded (where appropriate) shall not be considered to be in an electrically safe work condition, and safe work practices appropriate for the circuit voltage and energy level

shall be used. Lockout/tagout requirements shall apply to fixed, permanently installed equipment; to temporarily installed equipment; and to portable equipment.

(B) Principles of Lockout/Tagout Execution.

(1) Employee Involvement. Each person who could be exposed directly or indirectly to a source of electrical energy shall be involved in the lockout/tagout process. Informational Note: An example of direct exposure is the qualified electrician who works on the motor starter control, the power circuits, or the motor. An example of indirect exposure is the person who works on the coupling between the motor and compressor.

(2) Training. All persons who could be exposed or affected by the lockout/tagout shall be trained to understand the established procedure to control the energy and their responsibility in the procedure and its execution. New or reassigned employees shall be trained to understand the lockout/tagout procedure as it relates to their new assignments.

(3) Retraining. Retraining shall be performed:

(a) When the established procedure is revised

(b) At intervals not to exceed 3 years

(4) Training Documentation.

(a) The employer shall document that each employee has received the training required by this section.

(b) The documentation shall be made when the employee demonstrates proficiency in the work practices involved.

(c) The documentation shall contain the content of the training, each employee's name, and the dates of the training. Informational Note: Content of the training could include one or more of the following: course syllabus, course curriculum, outline, table of contents, or training objectives.

(5) Plan. A plan shall be developed on the basis of the existing electrical equipment and system and shall use upto-
date diagrammatic drawing representation(s).

(6) Control of Energy. All sources of electrical energy shall be controlled in such a way as to minimize employee exposure to electrical hazards.

(7) Identification. The lockout/tagout device shall be unique and readily identifiable as a lockout/tagout device.

(8) Voltage. Voltage shall be removed and absence of voltage verified.

(9) Coordination. The established electrical lockout/tagout procedure shall be coordinated with all of the employer's procedures associated with lockout/tagout of other energy sources.

(C) Responsibility.

(1) Procedures. The employer shall establish lockout/tagout procedures for the organization, provide training to employees, provide equipment necessary to execute the details of the procedure, audit execution of the procedures to ensure employee understanding/compliance, and audit the procedure for improvement opportunity and
completeness.

(2) Form of Control. Two forms of hazardous electrical energy control shall be permitted: simple lockout/tagout and complex lockout/tagout *[see 120.2(D)]*. For the simple lockout/tagout, the qualified person shall be in charge. For the complex lockout/tagout, the person in charge shall have overall responsibility. Informational Note: For an example of a lockout/tagout
procedure, see Informative Annex G.

(3) Audit Procedures. An audit shall be conducted at least annually by a qualified person and shall cover at least one lockout/tagout in progress and the procedure details. The audit shall be designed to correct deficiencies in the estab-

 lished electrical lockout/tagout procedure or in employee understanding.

(D) Hazardous Electrical Energy Control Procedure.

(1) Simple Lockout/Tagout Procedure. All lockout/tagout procedures that involve only a qualified person(s) deenergizing one set of conductors or circuit part source for the sole purpose of safeguarding employees from exposure to electrical hazards shall be considered to be a simple lockout/tagout. Simple lockout/tagout plans shall not be required to be written for each application. Each worker shall be responsible for his or her own lockout/tagout.

(2) Complex Lockout/Tagout Procedure.

(a) A complex lockout/tagout plan shall be permitted where one or more of the following exist:

(1) Multiple energy sources

(2) Multiple crews
(3) Multiple crafts
(4) Multiple locations
(5) Multiple employers
(6) Multiple disconnecting means
(7) Particular sequences
(8) Job or task that continues for more than one work period
(b) All complex lockout/tagout procedures shall require a written plan of execution that identifies the person in charge.
(c) The complex lockout/tagout procedure shall vest primary responsibility in an authorized employee for a set number of employees working under the protection of a group lockout or tagout device (such as an operation lock).
The person in charge shall be held accountable for safe execution of the complex lockout/tagout.
(d) Each authorized employee shall affix a personal lockout or tagout device to the group lockout device, group lockbox, or comparable mechanism when he or she begins work and shall remove those devices when he or she stops working on the machine or equipment being serviced or maintained.
(e) The complex lockout/tagout procedure shall address all the concerns of employees who might be exposed. All complex lockout/tagout plans shall identify the method to account for all persons who might be exposed to electrical hazards in the course of the lockout/tagout.
(3) Coordination.
(a) The established electrical lockout/tagout procedure shall be coordinated with all other employer's procedures for control of exposure to electrical energy sources such that all employer's procedural requirements are adequately
addressed on a site basis.
(b) The procedure for control of exposure to electrical hazards shall be coordinated with other procedures for control
of other hazardous energy sources such that they are based on similar/identical concepts.
(c) The electrical lockout/tagout procedure shall always include voltage testing requirements where there might be direct exposure to electrical hazards.
(d) Electrical lockout/tagout devices shall be permitted to be similar to lockout/tagout devices for control of other hazardous energy sources, such as pneumatic, hydraulic, thermal, and mechanical, if such devices are used only for
control of hazardous energy and for no other purpose.
(E) Equipment.
(1) Lock Application. Energy isolation devices for machinery or equipment installed after January 2, 1990, shall be capable of accepting a lockout device.
(2) Lockout/Tagout Device. Each employer shall supply, and employees shall use, lockout/tagout devices and equipment necessary to execute the requirements of 120.2(E). Locks and tags used for control of exposure to electrical hazards shall be unique, shall be readily identifiable as lockout/tagout devices, and shall be used for no other purpose.
(3) Lockout Device.
(a) A lockout device shall include a lock (either keyed or combination).
(b) The lockout device shall include a method of identifying the individual who installed the lockout device.
(c) A lockout device shall be permitted to be only a lock, if the lock is readily identifiable as a lockout device, in addition to having a means of identifying the person who installed the lock.
(d) Lockout devices shall be attached to prevent operation of the disconnecting means without resorting to undue force or the use of tools.
(e) Where a tag is used in conjunction with a lockout device, the tag shall contain a statement prohibiting unauthorized operation of the disconnecting means or unauthorized removal of the device.
(f) Lockout devices shall be suitable for the environment and for the duration of the lockout.
(g) Whether keyed or combination locks are used, the key or combination shall remain in the possession of the individual installing the lock or the person in charge, when provided by the established procedure.
(4) Tagout Device.
(a) A tagout device shall include a tag together with an attachment means.
(b) The tagout device shall be readily identifiable as a tagout device and suitable for the environment and duration

of the tagout.

(c) A tagout device attachment means shall be capable of withstanding at least 224.4 N (50 lb) of force exerted at a right angle to the disconnecting means surface. The tag attachment means shall be nonreusable, attachable by hand, self-locking, nonreleasable, and equal to an all-environmental tolerant nylon
cable tie.

(d) Tags shall contain a statement prohibiting unauthorized operation of the disconnecting means or removal of the tag.

(e) A hold card tagging tool on an overhead conductor in conjunction with a hotline tool to install the tagout device
safely on a disconnect that is isolated from the work(s) shall be permitted. Where a hold card is used, the tagout procedure shall include the method of accounting for personnel who are working under the protection of the hold card.

(5) Electrical Circuit Interlocks. Up-to-date diagrammatic drawings shall be consulted to ensure that no electrical
circuit interlock operation can result in reenergizing the circuit being worked on.

(6) Control Devices. Locks/tags shall be installed only on circuit disconnecting means. Control devices, such as pushbuttons or selector switches, shall not be used as the primary isolating device.

(F) Procedures. The employer shall maintain a copy of the procedures required by this section and shall make the procedures available to all employees.

(1) Planning. The procedure shall require planning, including the requirements of 120.2(F)(1)(a) through 120.2(F)(2)(n).

(a) Locating Sources. Up-to-date single-line drawings shall be considered a primary reference source for such information. When up-to-date drawings are not available, the employer shall be responsible for ensuring that an equally effective means of locating all sources of energy is employed.

(b) Exposed Persons. The plan shall identify persons who might be exposed to an electrical hazard and the PPE required during the execution of the job or task.

(c) Person In Charge. The plan shall identify the person in charge and his or her responsibility in the lockout/tagout.

(d) Simple Lockout/Tagout. Simple lockout/tagout procedure shall be in accordance with 120.2(D)(1).

(e) Complex Lockout/Tagout. Complex lockout/tagout procedure shall be in accordance with 120.2(D)(2).

(2) Elements of Control. The procedure shall identify elements of control.

(a) De-energizing Equipment (Shutdown). The procedure shall establish the person who performs the switching and where and how to de-energize the load.

(b) Stored Energy. The procedure shall include requirements for releasing stored electric or mechanical energy that might endanger personnel. All capacitors shall be discharged, and high capacitance elements shall also be short-circuited and grounded before the associated equipment is touched or worked on. Springs shall be released or
physical restraint shall be applied when necessary to immobilize mechanical equipment and pneumatic and hydraulic pressure reservoirs. Other sources of stored energy shall be blocked or otherwise relieved.

(c) Disconnecting Means. The procedure shall identify how to verify that the circuit is de-energized (open).

(d) Responsibility. The procedure shall identify the person who is responsible for verifying that the lockout/tagout procedure is implemented and who is responsible for ensuring that the task is completed prior to removing locks/tags. A mechanism to accomplish lockout/tagout for multiple (complex) jobs/tasks where required, including the person responsible for coordination, shall be included.

(e) Verification. The procedure shall verify that equipment cannot be restarted. The equipment operating controls, such as pushbuttons, selector switches, and electrical interlocks, shall be operated or otherwise it shall be verified that the equipment cannot be restarted.

(f) Testing. The procedure shall establish the following:

(1) Voltage detector to be used, the required PPE, and the person who will use it to verify proper operation of the voltage detector before and after use

(2) Requirement to define the boundary of the electrically safe work condition

(3) Requirement to test before touching every exposed conductor or circuit part(s) within the defined boundary of the work area

(4) Requirement to retest for absence of voltage when circuit conditions change or when the job location has been left unattended
(5) Planning considerations that include methods of verification where there is no accessible exposed point to take voltage measurements
(g) Grounding. Grounding requirements for the circuit shall be established, including whether the temporary protective grounding equipment shall be installed for the duration of the task or is temporarily established by the procedure. Grounding needs or requirements shall be permitted to be covered in other work rules and might not be part of the lockout/tagout procedure.
(h) Shift Change. A method shall be identified in the procedure to transfer responsibility for lockout/tagout to another person or to the person in charge when the job or task extends beyond one shift.
(i) Coordination. The procedure shall establish how coordination is accomplished with other jobs or tasks in
120.2 ARTICLE 120— ESTABLISHING AN ELECTRICALLY SAFE WORK CONDITION **70E**–22 ELECTRICAL SAFETY IN THE WORKPLACE 2015 Edition progress, including related jobs or tasks at remote locations, including the person responsible for coordination.
(j) Accountability for Personnel. A method shall be identified in the procedure to account for all persons who could be exposed to hazardous energy during the lockout/tagout.
(k) Lockout/Tagout Application. The procedure shall clearly identify when and where lockout applies, in addition to when and where tagout applies, and shall address the following:
(1) Lockout shall be defined as installing a lockout device on all sources of hazardous energy such that operation of the disconnecting means is prohibited and forcible removal of the lock is required to operate the disconnecting means.
(2) Tagout shall be defined as installing a tagout device on all sources of hazardous energy, such that operation of the disconnecting means is prohibited. The tagout device shall be installed in the same position available for the lockout device.
(3) Where it is not possible to attach a lock to existing disconnecting means, the disconnecting means shall not be used as the only means to put the circuit in an electrically safe work condition.
(4) The use of tagout procedures without a lock shall be permitted only in cases where equipment design precludes
the installation of a lock on an energy isolation device(s). When tagout is employed, at least one additional safety measure shall be employed. In such cases, the procedure shall clearly establish responsibilities and accountability for each person who might be exposed to electrical hazards. Informational Note: Examples of additional safety measures include the removal of an isolating circuit element such as fuses, blocking of the controlling switch, or opening
an extra disconnecting device to reduce the likelihood of inadvertent energization.
(l) Removal of Lockout/Tagout Devices. The procedure shall identify the details for removing locks or tags when the installing individual is unavailable. When locks or tags are removed by someone other than the installer, the employer shall attempt to locate that person prior to removing the lock or tag. When the lock or tag is removed because the installer is unavailable, the installer shall be informed prior to returning to work.
(m) Release for Return to Service. The procedure shall identify steps to be taken when the job or task requiring lockout/tagout is completed. Before electric circuits or equipment are reenergized, appropriate tests and visual inspections shall be conducted to verify that all tools, mechanical restraints and electrical jumpers, short circuits, and
temporary protective grounding equipment have been removed, so that the circuits and equipment are in a condition
to be safely energized. Where appropriate, the employees responsible for operating the machines or process shall be
notified when circuits and equipment are ready to be energized, and such employees shall provide assistance as necessary to safely energize the circuits and equipment. The procedure shall contain a statement requiring the area to be inspected to ensure that nonessential items have been removed. One such step shall ensure that all personnel are
clear of exposure to dangerous conditions resulting from reenergizing the service and that blocked mechanical equipment or grounded equipment is cleared and prepared for return to service.
(n) Temporary Release for Testing/Positioning. The procedure shall clearly identify the steps and qualified persons'

responsibilities when the job or task requiring lockout/tagout is to be interrupted temporarily for testing or positioning of equipment; then the steps shall be identical to the steps for return to service. Informational Note: See 110.4(A) for requirements when using test instruments and equipment.

120.3 Temporary Protective Grounding Equipment.
(A) Placement. Temporary protective grounding equipment shall be placed at such locations and arranged in such a manner as to prevent each employee from being exposed to a shock hazard (hazardous differences in electrical potential). The location, sizing, and application of temporary protective grounding equipment shall be identified as part of the employer's job planning.
(B) Capacity. Temporary protective grounding equipment shall be capable of conducting the maximum fault current
that could flow at the point of grounding for the time necessary to clear the fault.
(C) Equipment Approval. Temporary protective grounding equipment shall meet the requirements of ASTM F855,
Standard Specification for Temporary Protective Grounds to be Used on De-energized Electric Power Lines and Equipment.
(D) Impedance. Temporary protective grounding equipment and connections shall have an impedance low enough
to cause immediate operation of protective devices in case of accidental energizing of the electric conductors or circuit parts.

WIDSETH SMITH NOLTING

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

218.829.5117
218.829.2517
Brainerd@wsn.us.com

WidsethSmithNolting.com

October 25, 2016

Mayor and City Council
City of Baxter
P.O. Box 2626
Baxter, MN 56425

RE: Agreement for Professional Services
Inglewood Drive Railway Crossing – STP Funding Application Assistance
Baxter, MN

Dear Mayor and City Council:

In response to staff request, we are pleased to submit a proposal to assist with preparation of a funding assistance application. We understand the City is interested in applying to the Central Minnesota Area Transportation Partnership Local Surface Transportations Program (STP), requesting funding assistance for construction of a railway crossing at the Inglewood Drive intersection. We understand this crossing is a vital connection in the Cities long-range transportation plan.

WSN is very familiar with this proposed project and attended an on-site meeting on March 11, 2010 to review details associated with the proposed crossing. Attendees at that meeting included representatives from BNSF (Lynn Liebfrid and Mike Mohrfield), MnDOT (Jim Weatherhead), and the City (Trevor Walter). We have also previously prepared sketches and costs estimates for the proposed improvements along with the 2015 STP funding application.

Our proposal includes the following tasks to assist with submission of the funding application:

- Review sketches for conformance with current regulations and requirements of MnDOT and BNSF
- Update existing cost estimates
- Complete the application form and review with City staff.
- Incorporate any changes requested by City staff into the final submittal documents
- Assist City staff with actual submittal as necessary

WSN proposes to perform the services described for the Lump Sum amount of $2,450. Documents would be completed and provided to the City by November 15, 2016.

WIDSETH SMITH NOLTING

If you are in agreement with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed. We realize this is an important project to the City and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project.

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

Sincerely,

Aric Welch, P.E.

Proposed by Widseth Smith Nolting

Aric Welch, Vice President

Kevin B. Wernberg, Executive Vice President

Approved as to form and content by the Baxter City Attorney

J. Brad Person *Date*

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

Date **Date**

General Provisions of Professional Services Agreement

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

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

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

ARTICLE 1. PERIOD OF SERVICE
The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES
The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

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

ARTICLE 3. COMPENSATION TO WSN

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

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.

2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.

3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:

   (a) Travel and subsistence.
   (b) Specialized computer services or programs.
   (c) Outside professional and technical services with cost defined as the amount billed WSN.
   (d) Identifiable reproduction and reprographic costs.
   (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.

4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

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

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION
Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA
All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

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

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS
In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warrantees, express or implied, are made by WSN.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.

3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.

4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.

5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.

7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.

8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

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

ARTICLE 14. BETTERMENT
If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

ARTICLE 16. CONTINGENCY FUND
CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE
WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

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

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

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK
In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed $1,000,000 on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION
WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

Baxter Water Supply Plan
For 2016-2026

Formerly called Water Emergency & Water Conservation Plan

MNDNR

Cover photo by City of Baxter

For more information on this Water Supply Plan Template, please contact the DNR Division of Ecological and Water Resources at (651) 259-5034 or (651) 259-5100.

Copyright 2015 State of Minnesota, Department of Natural Resources

This information is available in an alternative format upon request.

Equal opportunity to participate in and benefit from programs of the Minnesota Department of Natural Resources is available to all individuals regardless of race, color, creed, religion, national origin, sex, marital status, public assistance status, age, sexual orientation, disability or activity on behalf of a local human rights commission. Discrimination inquiries should be sent to Minnesota DNR, 500 Lafayette Road, St. Paul, MN 55155-4049; or the Equal Opportunity Office, Department of the Interior, Washington, DC 20240.

Table of contents

INTRODUCTION TO WATER SUPPLY PLANS (WSP) 6

Who needs to complete a Water Supply Plan 6

Groundwater Management Areas (GWMA) 6

Benefits of completing a WSP 6

WSP Approval Process 7

PART 1. WATER SUPPLY SYSTEM DESCRIPTION AND EVALUATION 9

A. Analysis of Water Demand 9

B. Treatment and Storage Capacity 11

Treatment and storage capacity versus demand 12

C. Water Sources 12

Limits on Emergency Interconnections 13

D. Future Demand Projections – *Key Metropolitan Council Benchmark* 13

Water Use Trends 13

Projection Method 14

E. Resource Sustainability 15

Monitoring – *Key DNR Benchmark* 15

Water Level Data 15

Potential Water Supply Issues & Natural Resource Impacts – *Key DNR & Metropolitan Council Benchmark* 16

Wellhead Protection (WHP) and Source Water Protection (SWP) Plans 19

F. Capital Improvement Plan (CIP) 20

Adequacy of Water Supply System 20

Proposed Future Water Sources 21

Part 2. Emergency Preparedness Procedures 22

A. Federal Emergency Response Plan 22

B. Operational Contingency Plan 23

C. Emergency Response Procedures 23

Emergency Telephone List 23

Current Water Sources and Service Area 23

Procedure for Augmenting Water Supplies 24

Allocation and Demand Reduction Procedures 25

Notification Procedures 26

Enforcement 27

PART 3. WATER CONSERVATION PLAN 28

Progress since 2006 29

A. Triggers for Allocation and Demand Reduction Actions 30

B. Conservation Objectives and Strategies – *Key benchmark for DNR* 30

Objective 1: Reduce Unaccounted (Non-Revenue) Water loss to Less than 10% 30

Objective 2: Achieve Less than 75 Residential Gallons per Capita Demand (GPCD).....32

Objective 3: Achieve at least a 1.5% per year water reduction for Institutional, Industrial, Commercial, and Agricultural GPCD over the next 10 years or a 15% reduction in ten years. 33

Objective 4: Achieve a Decreasing Trend in Total Per Capita Demand 34

Objective 5: Reduce Peak Day Demand so that the Ratio of Average Maximum day to the Average Day is less than 2.6.....35

Objective 6: Implement a Conservation Water Rate Structure and/or a Uniform Rate Structure with a Water Conservation Program 35

Objective 7: Additional strategies to Reduce Water Use and Support Wellhead Protection Planning.....37

Objective 8: Tracking Success: How will you track or measure success through the next ten years? 38

A. Regulation 38

B. Retrofitting Programs 39

Retrofitting Programs 40

C. Education and Information Programs.....40

Proposed Education Programs 40

Part 4. ITEMS FOR METROPOLITAN AREA COMMUNITIES 44

A. Water Demand Projections through 2040.....44

B. Potential Water Supply Issues 44
C. Proposed Alternative Approaches to Meet Extended Water Demand Projections 44
D. Value-Added Water Supply Planning Efforts (Optional) 45
Source Water Protection Strategies 45
Technical assistance 45
GLOSSARY 46
Acronyms and Initialisms 48
APPENDICES TO BE SUBMITTED BY THE WATER SUPPLIER 50
Appendix 1: Well records and maintenance summaries – see Part 1C 50
Appendix 2: Water level monitoring plan – see Part 1E 50
Appendix 3: Water level graphs for each water supply well - see Part 1E 50
Appendix 4: Capital Improvement Plan - see Part 1E 50
Appendix 5: Emergency Telephone List – see Part 2C 50
Appendix 6: Cooperative Agreements for Emergency Services – see Part 2C 50
Appendix 7: Municipal Critical Water Deficiency Ordinance – see Part 2C 50
Appendix 8: Graph showing annual per capita water demand for each customer category during the last ten-years – see Part 3 Objective 4 50
Appendix 9: Water Rate Structure – see Part 3 Objective 6 50
Appendix 10: Adopted or proposed regulations to reduce demand or improve water efficiency – see Part 3 Objective 7 50
Appendix 11: Implementation Checklist – summary of all the actions that a community is doing, or proposes to do, including estimated implementation dates – see www.mndnr.gov/watersupplyplans 50

DEPARTMENT OF NATURAL RESOURCES – DIVISION OF ECOLOGICAL AND WATER RESOURCES AND METROPOLITAN COUNCIL

INTRODUCTION TO WATER SUPPLY PLANS (WSP)

Who needs to complete a Water Supply Plan

Public water suppliers serving more than 1,000 people, and large private water suppliers in designated Groundwater Management Areas, and all water suppliers in the Twin Cities metropolitan area, are required to prepare and submit a water supply plan.

The goal of the WSP is to help water suppliers: 1) implement long term water sustainability and conservation measures; and 2) develop critical emergency preparedness measures. Your community needs to know what measures will be implemented in case of a water crisis. A lot of emergencies can be avoided or mitigated if long term sustainability measures are implemented.

Groundwater Management Areas (GWMA)

The DNR has designated three areas of the state as Groundwater Management Areas (GWMAs) to focus groundwater management efforts in specific geographies where there is an added risk of overuse or water quality degradation. A plan directing the DNRs actions within each GWMA has been prepared. Although there are no specific additional requirements with respect to the water supply planning for communities within designated GWMAs, communities should be aware of the issues and actions planned if they are within the boundary of one of the GWMAs. The three GWMAs are the North and East Metro GWMA (Twin Cities Metro), the Bonanza Valley GWMA and the Straight River GWMA (near Park Rapids). Additional information and maps are included in the DNR webpage at http://www.dnr.state.mn.us/gwmp/areas.html

Benefits of completing a WSP

Completing a WSP using this template, fulfills a water supplier's statutory obligations under M.S. M.S.103G.291 to complete a water supply plan. For water suppliers in the metropolitan area, the WSP will help local governmental units to fulfill their requirements under M.S. 473.859 to complete a local comprehensive plan. Additional benefits of completing WSP template:

- The standardized format allows for quicker and easier review and approval
- Help water suppliers prepare for droughts and water emergencies.
- Create eligibility for funding requests to the Minnesota Department of Health (MDH) for the Drinking Water Revolving Fund.
- Allow water suppliers to submit requests for new wells or expanded capacity of existing wells.
- Simplify the development of county comprehensive water plans and watershed plans.
- Fulfill the contingency plan provisions required in the MDH wellhead protection and surface water protection plans.
- Fulfill the demand reduction requirements of Minnesota Statutes, section 103G.291 subd 3 and 4.

- Upon implementation, contribute to maintaining aquifer levels, reducing potential well interference and water use conflicts, and reducing the need to drill new wells or expand system capacity.
- Enable DNR to compile and analyze water use and conservation data to help guide decisions.
- Conserve Minnesota's water resources

If your community needs assistance completing the Water Supply Plan, assistance is available from your area hydrologist or groundwater specialist, the MN Rural Waters Association circuit rider program, or in the metropolitan area from Metropolitan Council staff. Many private consultants are also available.

WSP Approval Process

10 Basic Steps for completing a 10-Year Water Supply Plan

1. Download the DNR/Metropolitan Council Water Supply Plan Template www.mndnr.gov/watersupplyplans
2. Save the document with a file name with this naming convention: WSP_cityname_permitnumber_date.doc.
3. The template is a form that should be completed electronically.
4. Compile the required water use data (Part 1) and emergency procedures information (Part 2)
5. The Water Conservation section (Part 3) may need discussion with the water department, council, or planning commission, if your community does not already have an active water conservation program.
6. Communities in the seven-county Twin Cities metropolitan area should complete all the information discussed in Part 4. The Metropolitan Council has additional guidance information on their webpage http://www.metrocouncil.org/Handbook/Plan-Elements/Water-Resources/Water-Supply.aspx. All out-state water suppliers do *not* need to complete the content addressed in Part 4.
7. Use the Plan instructions and Checklist document to insure all data is complete and attachments are included. This will allow for a quicker approval process. www.mndnr.gov/watersupplyplans
8. Plans should be submitted electronically – no paper documents are required. https://webapps11.dnr.state.mn.us/mpars/public/authentication/login
9. DNR hydrologist will review plans (in cooperation with Metropolitan Council in Metro area) and approve the plan or make recommendations.
10. Once approved, communities should complete a Certification of Adoption form, and send a copy to the DNR.

Complete Table 1 with information about the public water supply system covered by this WSP.

Table 1. General information regarding this WSP

Requested Information	Description
DNR Water Appropriation Permit Number(s)	**1984-3178**
Ownership	Public or private **Public**
Metropolitan Council Area	Yes or No (and county name) **No**
Street Address	**13190 Memorywood Drive**
City, State, Zip	**Baxter, MN 56425**
Contact Person Name	Trevor Walter
Title	City Engineer/Public Works Director
Phone Number	218.454.5100
MDH Supplier Classification	**Municipal**

PART 1. WATER SUPPLY SYSTEM DESCRIPTION AND EVALUATION

The first step in any water supply analysis is to assess the current status of demand and availability. Information summarized in Part 1 can be used to develop Emergency Preparedness Procedures (Part 2) and the Water Conservation Plan (Part 3). This data is also needed to track progress for water efficiency measures.

A. Analysis of Water Demand

Complete Table 2 showing the past 10 years of water demand data.

- Some of this information may be in your Wellhead Protection Plan.
- If you do not have this information, do your best, call your engineer for assistance or if necessary leave blank.

If your customer categories are different than the ones listed in Table 2, please describe the differences below:

Table 2. Historic water demand (see definitions in the glossary after Part 4 of this template)

Year	Pop. Served	Total Connections	Residential Water Delivered (MG)	C/I/I Water Delivered (MG)	Water used for Non-essential (MG)	Water Supplier Services* (MG)	Total Water Delivered (MG)	Total Water Pumped (MG)	Percent Unmetered/ Unaccounted	Average Daily Demand (MGD)	Max. Daily Demand (MGD)	Date of Max. Demand	Residential Per Capita Demand (GPCD)	Total per capita Demand (GPCD)
2005	4,660	2,255	132	130.9	8.8	N/A	271.7	279.9	2.9	0.77	1.13	9-May	68.5	164.6
2006	5,468	2,531	129	198.4	8.8	N/A	336.2	395.6	15.0	0.95	0.98	9-Jul	74.4	173.3
2007	5,741	2,690	130	200.7	7.8	N/A	338.5	398.5	15.1	0.91	N/A	N/A	66.0	157.9
2008	5,852	2,899	157.5	134.8	7	N/A	299.3	384.4	22.1	1.05	1.05	29-Jul	73.7	179.8
2009	6,114	2,629	150.6	129.8	13.3	0.8	294.5	374.2	21.3	1.02	2.1	10-Apr	67.5	167.7
2010	6,266	2,656	149	124.8	14	15.4	303.2	339.3	10.6	0.93	N/A	N/A	65.1	148.3
2011	6,390	2,678	138.5	110.6	12.7	15.5	277.3	335.5	17.3	0.92	0.93	4-Jul	59.4	143.9
2012	6,515	2,754	158.6	128.8	14.7	14.3	316.4	344.4	8.1	0.94	1	2-Jul	66.7	144.8
2013	6,641	2,767	144.5	131.0	12.7	13.1	301.3	353.3	14.7	0.97	1.9	13-Aug	59.6	145.7
2014	6,768	2,743	131.5	128.8	11.9	11.4	283.6	342.2	17.1	0.86	1.9	31-Jul	53.3	138.5
2015	7,022	2,980	144.3	148.4	12.1	10.9	315.7	360.8	12.5	0.94	1.9	25-Jun	56.4	140.8
Avg. 2010-2015	6,131	2,763	144.4	128.7	13.0	13.4	299.6	345.9	13.4	0.93	1.61		60.7	155.0

MG – Million Gallons **MGD –** Million Gallons per Day **GPCD** – Gallons per Capita per Day **N/A** – Data not available

*Water supplier Services includes other city uses such as unused water from the wells and city connections (park irrigation, city shops, municipal buildings, etc…)

Complete Table 3 by listing the top 10 water users by volume, from largest to smallest. For each user, include information about the category of use (residential, commercial, industrial, institutional, or wholesale), the amount of water used in gallons per year, the percent of total water delivered, and the status of water conservation measures.

Table 3. Large volume users

Customer	Use Category (residential, Industrial, Commercial, Institutional, Wholesale)	Amount Used (Gallons per Year)	Percent of Total Annual Water Delivered	Implementing Water Conservation Measures? (Yes/No/Unknown)
1 MILLS PRPOERTIES INC.	COMMERCIAL	5,526,540	1.73	Yes
2 HOLIDAY COMPANIES	COMMERCIAL	3,219,400	1.01	unknown
3 ISD 181	INSTITUTIONAL	3,219,000	1.01	Yes
4 COSTCO WHOLESALE	COMMERCIAL	3,213,000	1.01	Yes
5 RAPID RIVER LODGE	COMMERCIAL	3,181,750	1.00	Yes
6 HOLIDAY INN EXPRESS	COMMERCIAL	2,769,300	0.87	Yes
7 ARROWWOOD LODGE AT BRAINERD LAKES	COMMERCIAL	2,531,400	0.79	Yes
8 THREE BEAR WATER PARK	COMMERCIAL	2,483,900	0.78	Yes
9 LAKE COUNTRY TOYOTA	COMMERCIAL	2,448,510	0.77	unknown
10 ISD 181	INSTUTIONAL	2,324,600	0.73	Yes

B. Treatment and Storage Capacity

Complete Table 4 with a description of where water is treated, the year treatment facilities were constructed, water treatment capacity, the treatment methods (i.e. chemical addition, reverse osmosis, coagulation, sedimentation, etc.) and treatment types used (i.e. fluoridation, softening, chlorination, Fe/MN removal, coagulation, etc.). Also describe the annual amount and method of disposal of treatment residuals. Add rows to the table as needed.

Table 4. Water treatment capacity and treatment processes

Treatment Site ID (Plant Name or Well ID)	Year Constructed	Treatment Capacity (GPD)	Treatment Method	Treatment Type	Annual Amount of Residuals	Disposal Process for Residuals	Do You Reclaim Filter Backwash Water?
1	2007	3,500,000	Chemical Addition/ Aeration/ Filtration	Fe/MN removal, Chlorination, Fluoridation, Ortho Phosphate	NA	Infiltration Pond	Yes
Total	NA	3,500,000	NA	NA		NA	

Complete Table 5 with information about storage structures. Describe the type (i.e. elevated, ground, etc.), the storage capacity of each type of structure, the year each structure was constructed, and the primary material for each structure. Add rows to the table as needed.

Table 5. Storage capacity, as of the end of the last calendar year

Structure Name	Type of Storage Structure	Year Constructed	Primary Material	Storage Capacity (Gallons)
1 South	Elevated Storage	1979	Welded Steel	400,000
2 North	Elevated Storage	1998	Welded Steel	750,000
3 East	Elevated Storage	2012	Welded Steel	1,250,000
Baxter WTP	Plant Clearwell	2007	Concrete	400,000
Total	NA	NA	NA	2,400,000

Treatment and storage capacity versus demand

It is recommended that total storage equal or exceed the average daily demand.

Discuss the difference between current storage and treatment capacity versus the water supplier's projected average water demand over the next 10 years (see Table 7 for projected water demand):

Future projections suggest that storage capacity and treatment capacity will be sufficient to meet the city's projected average daily demand needs until 2026. The projected MDD of 1.91 million gallons for 2026 is well below the existing storage capacity of 2.4 million gallons and treatment capacity of 3.5 million gallons per day.

C. Water Sources

Complete Table 6 by listing all types of water sources that supply water to the system, including groundwater, surface water, interconnections with other water suppliers, or others. Provide the name of each source (aquifer name, river or lake name, name of interconnecting water supplier) and the Minnesota unique well number or intake ID, as appropriate. Report the year the source was installed or established and the current capacity. Provide information about the depth of all wells. Describe the

status of the source (active, inactive, emergency only, retail/wholesale interconnection) and if the source facilities have a dedicated emergency power source. Add rows to the table as needed for each installation.

Include copies of well records and maintenance summary for each well that has occurred since your last approved plan in **Appendix 1.**

Table 6. Water sources and status

Resource Type (Groundwater, Surface water, Interconnection)	Resource Name	MN Unique Well # or Intake ID	Year Installed	Capacity (Gallons per Minute)	Well Depth (Feet)	Status of Normal and Emergency Operations (active, inactive, emergency only, retail/wholesale interconnection))	Does this Source have a Dedicated Emergency Power Source? (Yes or No)
Groundwater	Quaternary Aquifer	752207	2006	700	132	Active	No
Groundwater	Quaternary Aquifer	741694	2006	700	122	Active	No
Groundwater	Quaternary Aquifer	733067	2006	700	136	Active	No
Groundwater	Quaternary Aquifer	755208	2006	700	135	Active	No
Interconnection	Emergency Interconnection	-	1997	1,100	-	Emergency Only	No

Limits on Emergency Interconnections

Discuss any limitations on the use of the water sources (e.g. not to be operated simultaneously, limitations due to blending, aquifer recovery issues etc.) and the use of interconnections, including capacity limits or timing constraints (i.e. only 200 gallons per minute are available from the City of Prior Lake, and it is estimated to take 6 hours to establish the emergency connection). If there are no limitations, list none.

Interconnected with the City of Brainerd with a 1,100 GPM capacity and 1,584,000 gallons in 24 hours.

D. Future Demand Projections – *Key Metropolitan Council Benchmark*

Water Use Trends

Use the data in Table 2 to describe trends in 1) population served; 2) total per capita water demand; 3) average daily demand; 4) maximum daily demand. Then explain the causes for upward or downward trends. For example, over the ten years has the average daily demand trended up or down? Why is this occurring?

From 2005 to 2015 the population of Baxter has increased by approximately 28%, going from 5,555 to 7,642 residents. The percent of the population served by the municipal water system has also increased from around 81.6% in 2005 to around 88.5% in 2015. Over the same period the Maximum Daily Demand (MDD) has been volatile from year to year, staying between 0.8 MGD and 2.0 MGD. Despite the increase in population served the Average Daily Demand (ADD) has stayed at around 0.8 MGD, as Total Per Capita Demand (TPCD) decreased from 179.8 GPCD in 2008 to 140.8 GPCD in 2015. This decrease in per capita water use is most likely due to the installation of more efficient plumbing and fixtures. Improvements in irrigation techniques have also contributed to this decline.

Use the water use trend information discussed above to complete Table 7 with projected annual demand for the next ten years. Communities in the seven-county Twin Cities metropolitan area must also include projections for 2030 and 2040 as part of their local comprehensive planning.

Projected demand should be consistent with trends evident in the historical data in Table 2, as discussed above. Projected demand should also reflect state demographer population projections and/or other planning projections.

Table 7. Projected annual water demand

Year	Projected Total Population	Projected Population Served	Projected Total Per Capita Daily Demand (GPCD)	Projected Average Daily Demand (MGD)	Projected Maximum Daily Demand (MGD)	Projected Total Water Demand (Gallons/Year)
2016	8,033	7,119	136.7	0.97	1.61	355,248,985
2017	8,180	7,554	135.6	1.02	1.69	373,937,596
2018	8,360	7,744	134.5	1.04	1.72	380,203,309
2019	8,513	7,906	133.4	1.05	1.74	384,995,252
2020	8,735	8,248	132.3	1.09	1.80	398,356,355
2021	8,911	8,432	131.2	1.10	1.83	403,823,864
2022	9,076	8,604	130.1	1.12	1.85	408,616,556
2023	9,233	8,768	129.0	1.13	1.87	412,889,164
2024	9,369	8,911	127.9	1.14	1.88	416,044,559
2025	9,549	9,098	126.8	1.15	1.91	421,113,018
2030	10,143	9,724	125.7	1.22	2.02	446,228,681
2040	10,953	10,593	124.6	1.32	2.18	481,837,802

GPCD – Gallons per Capita per Day **MGD** – Million Gallons per Day **MGY –** Million Gallons per Year

Projection Method

Describe the method used to project water demand, including assumptions for population and business growth and how water conservation and efficiency programs affect projected water demand:

Projected population was determined using the estimated percent growth of the Brainerd/Baxter Area from the Minnesota State Demographic Center and Census Data, assuming roughly linear growth between 2015 and 2040. Projected population served was determined by assuming logarithmic growth asymptotically approaching the projected total population, as well as the most recent CIP, with approximately 97% of the population expected to be served in 2040. Projected total per capita demand was determined by applying a logarithmic curve to the historical total per capita demand, with Total GPCD projected to be around 124.6 GPCD in 2040. Average daily demand was calculated as the projected Total GPCD times the projected population. Maximum daily demand was determined by calculating the ten-year average peak ratio and multiplying it by the projected average daily demand. However, this approach does not account for changes in seasonal or tourist populations over time and may lead to underestimations of demand as a result. This is of particular note for the City of Baxter, as the summer (seasonal/tourist) population is several times larger than the winter (census) population. To project the total annual demand we multiplied the average daily demand by 365 days.

E. Resource Sustainability

Monitoring – *Key DNR Benchmark*

Complete Table 8 by inserting information about source water quality monitoring efforts. The list should include all production wells, observation wells, and source water intakes or reservoirs. Additional information on groundwater level monitoring program at: http://www.dnr.state.mn.us/waters/groundwater_section/obwell/index.html Add rows to the table as needed.

Table 8. Information about source water quality monitoring

MN Unique Well # or Surface Water ID	Type of monitoring point	Monitoring program	Frequency of monitoring	Monitoring Method
752207	X production well ☐ observation well ☐ source water intake ☐ source water reservoir	☐Routine MDH sampling X Routine water utility sampling ☐ other	☐continuous ☐hourly X daily ☐ monthly ☐quarterly ☐annually	☐SCADA X grab sampling ☐ steel tape ☐ stream gauge
741694	X production well ☐ observation well ☐ source water intake ☐ source water reservoir	☐Routine MDH sampling X Routine water utility sampling ☐ other	☐continuous ☐hourly X daily ☐ monthly ☐quarterly ☐annually	☐SCADA X grab sampling ☐ steel tape ☐ stream gauge
733067	X production well ☐ observation well ☐ source water intake ☐ source water reservoir	☐Routine MDH sampling X Routine water utility sampling ☐ other	☐continuous ☐hourly X daily ☐ monthly ☐quarterly ☐annually	☐SCADA X grab sampling ☐ steel tape ☐ stream gauge
755208	X production well ☐ observation well ☐ source water intake ☐ source water reservoir	☐Routine MDH sampling X Routine water utility sampling ☐ other	☐continuous ☐hourly X daily ☐ monthly ☐quarterly ☐annually	☐SCADA X grab sampling ☐ steel tape ☐ stream gauge

Water Level Data

A water level monitoring plan that includes monitoring locations and a schedule for water level readings must be submitted as **Appendix 2**. If one does not already exist, it needs to be prepared and submitted with the WSP. Ideally, all production and observation wells are monitored at least monthly.

Complete Table 9 to summarize water level data for each well being monitored. Provide the name of the aquifer and a brief description of how much water levels vary over the season (the difference between the highest and lowest water levels measured during the year) and the long-term trends for each well. If water levels are not measured and recorded on a routine basis, then provide the static water level when each well was constructed and the most recent water level measured during the same season the well

was constructed. Also include all water level data taken during any well and pump maintenance. Add rows to the table as needed.

Provide water level data graphs for each well in **Appendix 3** for the life of the well, or for as many years as water levels have been measured. See DNR website for Date Time Water Level http://www.dnr.state.mn.us/waters/groundwater_section/obwell/waterleveldata.html

Table 9. Water level data

Unique Well Number or Well ID	Aquifer Name	Seasonal Variation (Feet)	Long-term Trend in water level data	Water level measured during well/pumping maintenance
752207	Quaternary Aquifer	5	☐ Falling **X** Stable ☐ Rising	MM/DD/YY:01/07/14 MM/DD/YY:07/21/14 MM/DD/YY:12/22/14
741694	Quaternary Aquifer	5	☐ Falling **X** Stable ☐ Rising	MM/DD/YY:02/03/14 MM/DD/YY:07/28/14 MM/DD/YY:12/15/14
733067	Quaternary Aquifer	3	☐ Falling **X** Stable ☐ Rising	MM/DD/YY:02/03/14 MM/DD/YY:07/28/14 MM/DD/YY:12/15/14
755208	Quaternary Aquifer	2	☐ Falling **X** Stable ☐ Rising	MM/DD/YY:01/07/14 MM/DD/YY:07/21/14 MM/DD/YY:12/22/14

Potential Water Supply Issues & Natural Resource Impacts – *Key DNR & Metropolitan Council Benchmark*

Complete Table 10 by listing the types of natural resources that are or could be impacted by permitted water withdrawals. If known, provide the name of specific resources that may be impacted. Identify what the greatest risks to the resource are and how the risks are being assessed. Identify any resource protection thresholds – formal or informal – that have been established to identify when actions should be taken to mitigate impacts. Provide information about the potential mitigation actions that may be taken, if a resource protection threshold is crossed. Add additional rows to the table as needed. See the glossary at the end of the template for definitions.

Some of this baseline data should have been in your earlier water supply plans or county comprehensive water plans. When filling out this table, think of what are the water supply risks, identify the resources, determine the threshold and then determine what your community will do to mitigate the impacts.

Your DNR area hydrologist is available to assist with this table.

For communities in the seven-county Twin Cities metropolitan area, the *Master Water Supply Plan Appendix 1 (Water Supply Profiles*, provides information about potential water supply issues and natural resource impacts for your community.

Table 10. Natural resource impacts

Resource Type	Resource Name	Risk	Risk Assessed Through	Describe Resource Protection Threshold*	Mitigation Measure or Management Plan	Describe How Changes to Thresholds are Monitored
☐ River or stream		☐ Flow/water level decline ☐ Degrading water quality trends and/or MCLs exceeded ☐ Impacts on endangered, threatened, or special concern species habitat or other natural resource impacts ☐Other: _____	☐ GIS analysis ☐ Modeling ☐ Mapping ☐ Monitoring ☐ Aquifer testing ☐ Other: ___		☐ Revise permit ☐ Change groundwater pumping ☐ Increase conservation ☐ Other	
☐ Calcareous fen		☐ Flow/water level decline ☐ Degrading water quality trends and/or MCLs exceeded ☐ Impacts on endangered, threatened, or special concern species habitat or other natural resource impacts ☐Other: _____	☐ GIS analysis ☐ Modeling ☐ Mapping ☐ Monitoring ☐ Aquifer testing ☐ Other: ___		☐ Revise permit ☐ Change groundwater pumping ☐ Increase conservation ☐ Other	
☐ Lake		☐ Flow/water level decline ☐ Degrading water quality trends and/or MCLs exceeded ☐ Impacts on endangered, threatened, or	☐ GIS analysis ☐ GIS analysis ☐ Modeling ☐ Mapping ☐ Monitoring ☐ Aquifer testing		☐ Revise permit ☐ Change groundwater pumping ☐ Increase conservation ☐ Other	

Resource Type	Resource Name	Risk	Risk Assessed Through	Describe Resource Protection Threshold*	Mitigation Measure or Management Plan	Describe How Changes to Thresholds are Monitored
		special concern species habitat or other natural resource impacts ☐Other: _____	☐ Other: ___			
☐ Wetland		☐ Flow/water level decline ☐ Degrading water quality trends and/or MCLs exceeded ☐ Impacts on endangered, threatened, or special concern species habitat or other natural resource impacts ☐Other: _____	☐ GIS analysis ☐ Modeling ☐ Mapping ☐ Monitoring ☐ Aquifer testing ☐ Other: ___		☐ Revise permit ☐ Change groundwater pumping ☐ Increase conservation ☐ Other	
☐ Trout Stream		☐ Flow/water level decline ☐ Degrading water quality trends and/or MCLs exceeded ☐ Impacts on endangered, threatened, or special concern species habitat or other natural resource impacts ☐Other: _____	☐ GIS analysis ☐ Modeling ☐ Mapping ☐ Monitoring ☐ Aquifer testing ☐ Other: ___		☐ Revise permit ☐ Change groundwater pumping ☐ Increase conservation ☐ Other	

Resource Type	Resource Name	Risk	Risk Assessed Through	Describe Resource Protection Threshold*	Mitigation Measure or Management Plan	Describe How Changes to Thresholds are Monitored
X Aquifer	Quaternary Aquifer	X Flow/water level decline ☐ Degrading water quality trends and/or MCLs exceeded ☐ Impacts on endangered, threatened, or special concern species habitat or other natural resource impacts ☐Other: _____	☐ GIS analysis X Modeling ☐ Mapping X Monitoring ☐ Aquifer testing ☐ Other: ___	Static water level stays 2 feet below historical winter level in winter	☐ Revise permit ☐ Change groundwater pumping X Increase conservation ☐ Other	Static water level measurements
☐ Endangered, threatened, or special concern species habitat, other Natural resource impacts						

* Examples of thresholds: a lower limit on acceptable flow in a river or stream; water quality outside of an accepted range; a lower limit on acceptable aquifer level decline at one or more monitoring wells; withdrawals that exceed some percent of the total amount available from a source; or a lower limit on acceptable changes to a protected habitat.

Wellhead Protection (WHP) and Source Water Protection (SWP) Plans

Complete Table 11 to provide status information about WHP and SWP plans.

The emergency procedures in this plan are intended to comply with the contingency plan provisions required in the Minnesota Department of Health's (MDH) Wellhead Protection (WHP) Plan and Surface Water Protection (SWP) Plan.

Table 11. Status of Wellhead Protection and Source Water Protection Plans

Plan Type	Status	Date Adopted	Date for Update
WHP	☐ In Process X Completed ☐ Not Applicable	January 2, 2013	January, 2023
SWP	☐ In Process ☐ Completed X Not Applicable		

WHP – Wellhead Protection Plan **SWP** – Source Water Protection Plan

F. Capital Improvement Plan (CIP)

Please note that any wells that received approval under a ten-year permit, but that were not built, are now expired and must submit a water appropriations permit.

Adequacy of Water Supply System

Complete Table 12 with information about the adequacy of wells and/or intakes, storage facilities, treatment facilities, and distribution systems to sustain current and projected demands. List planned capital improvements for any system components, in chronological order. Communities in the seven-county Twin Cities metropolitan area should also include information about plans through 2040.

The assessment can be the general status by category; it is not necessary to identify every single well, storage facility, treatment facility, lift station, and mile of pipe.

Please attach your latest Capital Improvement Plan as **Appendix 4**.

Table 12. Adequacy of Water Supply System

System Component	Planned action	Anticipated Construction Year	Notes
Wells/Intakes	☐ No action planned ☐ Repair/replacement X Expansion/addition	2022	New Well
Water Storage Facilities	☐ No action planned - adequate X Repair/replacement ☐ Expansion/addition	2018	North Water Tower Coating System Replacement
Water Treatment Facilities	☐ No action planned - adequate X Repair/replacement ☐ Expansion/addition	2017, 2018	Filter Trough Replacement
Distribution Systems (pipes, valves, etc.)	☐ No action planned - adequate ☐ Repair/replacement X Expansion/addition	2016, 2020	Automatic Meter Reading Installation, Water main extension

System Component	Planned action	Anticipated Construction Year	Notes
Pressure Zones	X No action planned ☐ Repair/replacement ☐ Expansion/addition		
Other:	X No action planned ☐ Repair/replacement ☐ Expansion/addition		

Proposed Future Water Sources

Complete Table 13 to identify new water source installation planned over the next ten years. Add rows to the table as needed.

Table 13. Proposed future installations/sources

Source	Installation Location (approximate)	Resource Name	Proposed Pumping Capacity (gpm)	Planned Installation Year	Planned Partnerships
Groundwater	By existing wellfield	Well 8	NA	2022	NA
Surface Water	NA	NA	NA	NA	NA
Interconnection to another supplier	NA	NA	NA	NA	NA

Water Source Alternatives - *Key Metropolitan Council Benchmark*

Do you anticipate the need for alternative water sources in the next 10 years? __ Yes _X_ No

For metro communities, will you need alternative water sources by the year 2040? __ Yes __ No

If you answered yes for either question, then complete table 14. If no, insert NA.

Complete Table 14 by checking the box next to alternative approaches that your community is considering, including approximate locations (if known), the estimated amount of future demand that could be met through the approach, the estimated timeframe to implement the approach, potential partnerships, and the major benefits and challenges of the approach. Add rows to the table as needed.

For communities in the seven-county Twin Cities metropolitan area, these alternatives should include approaches the community is considering to meet projected 2040 water demand.

Table 14. Alternative water sources

Alternative Source Considered	Source and/or Installation Location (approximate)	Estimated Amount of Future Demand (%)	Timeframe to Implement (YYYY)	Potential Partners	Benefits	Challenges
☐ Groundwater	NA	NA	NA	NA	NA	NA
☐ Surface Water	NA	NA	NA	NA	NA	NA
☐ Reclaimed Stormwater	NA	NA	NA	NA	NA	NA
☐ Reclaimed Wastewater	NA	NA	NA	NA	NA	NA
☐ Interconnection to another supplier	NA	NA	NA	NA	NA	NA

Part 2. Emergency Preparedness Procedures

The emergency preparedness procedures outlined in this plan are intended to comply with the contingency plan provisions required by MDH in the WHP and SWP. Water emergencies can occur as a result of vandalism, sabotage, accidental contamination, mechanical problems, power failings, drought, flooding, and other natural disasters. The purpose of emergency planning is to develop emergency response procedures and to identify actions needed to improve emergency preparedness. In the case of a municipality, these procedures should be in support of, and part of, an all-hazard emergency operations plan. Municipalities that already have written procedures dealing with water emergencies should review the following information and update existing procedures to address these water supply protection measures.

A. Federal Emergency Response Plan

Section 1433(b) of the Safe Drinking Water Act, (Public Law 107-188, Title IV- Drinking Water Security and Safety) requires community water suppliers serving over 3,300 people to prepare an Emergency Response Plan.

Do you have a federal emergency response plan? X Yes ☐ No

If yes, what was the date it was certified? <u>06/28/2004</u>

Complete Table 15 by inserting the noted information regarding your completed Federal Emergency Response Plan.

Table 15. Emergency Preparedness Plan contact information

Emergency Response Plan Role	Contact Person	Contact Phone Number	Contact Email
Emergency Response Lead	TREVOR WALTER	218-454-5100	CITYHALL@CI.BAXTER.MN
Alternate Emergency Response Lead	KEVIN CASSADY	218-454-5100	CITYHALL@CI.BAXTER.MN

B. Operational Contingency Plan

All utilities should have a written operational contingency plan that describes measures to be taken for water supply mainline breaks and other common system failures as well as routine maintenance.

Do you have a written operational contingency plan? X Yes ☐ No

At a minimum, a water supplier should prepare and maintain an emergency contact list of contractors and suppliers.

C. Emergency Response Procedures

Water suppliers must meet the requirements of MN Rules 4720.5280. Accordingly, the Minnesota Department of Natural Resources (DNR) requires public water suppliers serving more than 1,000 people to submit Emergency and Conservation Plans. Water emergency and conservation plans that have been approved by the DNR, under provisions of Minnesota Statute 186 and Minnesota Rules, part 6115.0770, will be considered equivalent to an approved WHP contingency plan.

Emergency Telephone List

Prepare and attach a list of emergency contacts, including the MN Duty Officer (1-800-422-0798), as **Appendix 5**. A template is available at www.mndnr.gov/watersupplyplans

The list should include key utility and community personnel, contacts in adjacent water suppliers, and appropriate local, state and federal emergency contacts. Please be sure to verify and update the contacts on the emergency telephone list and date it. Thereafter, update on a regular basis (once a year is recommended). In the case of a municipality, this information should be contained in a notification and warning standard operating procedure maintained by the Emergency Manager for that community. Responsibilities and services for each contact should be defined.

Current Water Sources and Service Area

Quick access to concise and detailed information on water sources, water treatment, and the distribution system may be needed in an emergency. System operation and maintenance records should be maintained in secured central and back-up locations so that the records are accessible for emergency purposes. A detailed map of the system showing the treatment plants, water sources, storage facilities, supply lines, interconnections, and other information that would be useful in an emergency should also be readily available. It is critical that public water supplier representatives and emergency response personnel communicate about the response procedures and be able to easily obtain this kind of information both in electronic and hard copy formats (in case of a power outage).

Do records and maps exist?

X Yes ☐ No

Can staff access records and maps from a central secured location in the event of an emergency?

X Yes ☐ No

Does the appropriate staff know where the materials are located?

X Yes ☐ No

Procedure for Augmenting Water Supplies

Complete Tables 16 – 17 by listing all available sources of water that can be used to augment or replace existing sources in an emergency. Add rows to the tables as needed.

In the case of a municipality, this information should be contained in a notification and warning standard operating procedure maintained by the warning point for that community. Municipalities are encouraged to execute cooperative agreements for potential emergency water services and copies should be included in **Appendix 6**. Outstate Communities may consider using nearby high capacity wells (industry, golf course) as emergency water sources.

WSP should include information on any physical or chemical problems that may limit interconnections to other sources of water. Approvals from the MDH are required for interconnections or the reuse of water.

Table 16. Interconnections with other water supply systems to supply water in an emergency

Other Water Supply System Owner	Capacity (GPM & MGD)	Note Any Limitations On Use	List of services, equipment, supplies available to respond
CITY OF BRAINERD	1.584 MGD	1,100 GALLONS PER MINUTE	INTERCONNECT BUILDING W/ CONTROLS AND CHLORINE ADDITION

GPM – Gallons per minute MGD – million gallons per day

Table 17. Utilizing surface water as an alternative source

Surface Water Source Name	Capacity (GPM)	Capacity (MGD)	Treatment Needs	Note Any Limitations On Use

If not covered above, describe additional emergency measures for providing water (obtaining bottled water, or steps to obtain National Guard services, etc.)

The City has no other arraignments to obtain water during an emergency situation.

Allocation and Demand Reduction Procedures

Complete Table 18 by adding information about how decisions will be made to allocate water and reduce demand during an emergency. Provide information for each customer category, including its priority ranking, average day demand, and demand reduction potential for each customer category. Modify the customer categories as needed, and add additional lines if necessary.

Water use categories should be prioritized in a way that is consistent with Minnesota Statutes 103G.261 (#1 is highest priority) as follows:

1. Water use for human needs such as cooking, cleaning, drinking, washing and waste disposal; use for on-farm livestock watering; and use for power production that meets contingency requirements.
2. Water use involving consumption of less than 10,000 gallons per day (usually from private wells or surface water intakes)
3. Water use for agricultural irrigation and processing of agricultural products involving consumption of more than 10,000 gallons per day (usually from private high-capacity wells or surface water intakes)
4. Water use for power production above the use provided for in the contingency plan.
5. All other water use involving consumption of more than 10,000 gallons per day.
6. Nonessential uses – car washes, golf courses, etc.

Water used for human needs at hospitals, nursing homes and similar types of facilities should be designated as a high priority to be maintained in an emergency. Lower priority uses will need to address water used for human needs at other types of facilities such as hotels, office buildings, and manufacturing plants. The volume of water and other types of water uses at these facilities must be carefully considered. After reviewing the data, common sense should dictate local allocation priorities to protect domestic requirements over certain types of economic needs. Water use for lawn sprinkling, vehicle washing, golf courses, and recreation are legislatively considered non-essential.

Table 18. Water use priorities

Customer Category	Allocation Priority	Average Daily Demand 2014 (GPD)	Short-Term Emergency Demand Reduction Potential (GPD)
Residential	1	395,000	166,377
Industrial	2	358,000	223,230
Civic/Other	3	35,000	150,792
Commercial	4	240,805	156,880
TOTAL	NA	863,802	433,339

GPD – Gallons per Day, values rounded up to the nearest 1000 GPD.

Tip: Calculating Emergency Demand Reduction Potential

The emergency demand reduction potential for all uses will typically equal the difference between maximum use (summer demand) and base use (winter demand). In extreme emergency situations, lower priority water uses must be restricted or eliminated to protect priority domestic water requirements. Emergency demand reduction potential should be based on average day demands for customer categories within each priority class. Use the tables in Part 3 on water conservation to help you determine strategies.

Short Term Emergency Demand Reduction Potential was determined using the difference of summer and winter use, and applying the difference to the average daily demand. It was assumed that ratios of uses were constant between summer and winter months.

Complete Table 19 by selecting the triggers and actions during water supply disruption conditions.

Table 19. Emergency demand reduction conditions, triggers and actions (Select all that may apply and describe)

Emergency Triggers	Short-term Actions	Long-term Actions
X Contamination X Loss of production X Infrastructure failure X Executive order by Governor X Other: Drought_____	X Supply augmentation through interconnection X Adopt (if not already) and enforce a critical water deficiency ordinance to penalize lawn watering, vehicle washing, golf course and park irrigation & other nonessential uses. ☐ Water allocation through____ ☐ Meet with large water users to discuss their contingency plan.	☐ Supply augmentation through ____ X Adopt (if not already) and enforce a critical water deficiency ordinance to penalize lawn watering, vehicle washing, golf course and park irrigation & other nonessential uses. ☐ Water allocation through____ ☐ Meet with large water users to discuss their contingency plan.

Notification Procedures

Complete Table 20 by selecting trigger for informing customers regarding conservation requests, water use restrictions, and suspensions; notification frequencies; and partners that may assist in the notification process. Add rows to the table as needed.

Table 20. Plan to inform customers regarding conservation requests, water use restrictions, and suspensions

Notification Trigger(s)	Methods (select all that apply)	Update Frequency	Partners
X Short-term demand reduction declared (< 1 year)	X Website ☐ Email list serve ☐ Social media (e.g. Twitter, Facebook) X Direct customer mailing,	X Daily X Weekly ☐ Monthly ☐ Annually	

Notification Trigger(s)	Methods (select all that apply)	Update Frequency	Partners
	X Press release (TV, radio, newspaper) ☐ Meeting with large water users (> 10% of total city use) ☐ Other: _____		
X Long-term Ongoing demand reduction declared	X Website ☐ Email list serve ☐ Social media (e.g. Twitter, Facebook) X Direct customer mailing, X Press release (TV, radio, newspaper) ☐ Meeting with large water users (> 10% of total city use) ☐ Other: _____	☐ Daily ☐ Weekly X Monthly X Annually	
X Governor's Critical water deficiency declared	X Website ☐ Email list serve ☐ Social media (e.g. Twitter, Facebook) ☐ Direct customer mailing, X Press release (TV, radio, newspaper) ☐ Meeting with large water users (> 10% of total city use) ☐ Other: _____	☐ Daily ☐ Weekly ☐ Monthly ☐ Annually	Office of the Governor of Minnesota

Enforcement

Prior to a water emergency, municipal water suppliers must adopt regulations that restrict water use and outline the enforcement response plan. The enforcement response plan must outline how conditions will be monitored to know when enforcement actions are triggered, what enforcement tools will be used, who will be responsible for enforcement, and what timelines for corrective actions will be expected.

Affected operations, communications, and enforcement staff must then be trained to rapidly implement those provisions during emergency conditions.

Important Note:

Disregard of critical water deficiency orders, even though total appropriation remains less than permitted, is adequate grounds for immediate modification of a public water supply authority's water use permit (2013 MN Statutes 103G.291)

Does the city have a critical water deficiency restriction/official control in place that includes provisions to restrict water use and enforce the restrictions? (This restriction may be an ordinance, rule, regulation, policy under a council directive, or other official control) ☐ Yes X No

If yes, attach the official control document to this WSP as **Appendix 7**.

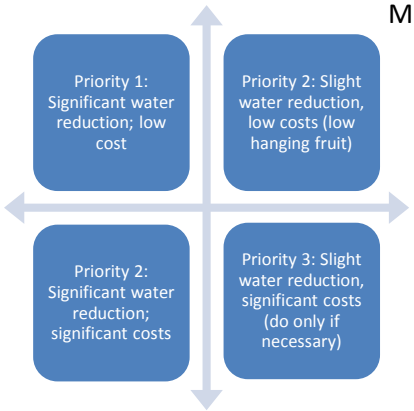
If no, the municipality must adopt such an official control within 6 months of submitting this WSP and submit it to the DNR as an amendment to this WSP.

Irrespective of whether a critical water deficiency control is in place, does the public water supply utility, city manager, mayor, or emergency manager have standing authority to implement water restrictions? X Yes ☐ No

If yes, cite the regulatory authority reference: Utility Manager.

If no, who has authority to implement water use restrictions in an emergency?

PART 3. WATER CONSERVATION PLAN



Minnesotans have historically benefited from the state's abundant water supplies, reducing the need for conservation. There are however, limits to the available supplies of water and increasing threats to the quality of our drinking water. Causes of water supply limitation may include: population increases, economic trends, uneven statewide availability of groundwater, climatic changes, and degraded water quality. Examples of threats to drinking water quality include: the presence of contaminant plumes from past land use activities, exceedances of water quality standards from natural and human sources, contaminants of emerging concern, and increasing pollutant trends from nonpoint sources.

There are many incentives for conserving water; conservation:

- reduces the potential for pumping-induced transfer of contaminants into the deeper aquifers, which can add treatment costs
- reduces the need for capital projects to expand system capacity
- reduces the likelihood of water use conflicts, like well interference, aquatic habitat loss, and declining lake levels
- conserves energy, because less energy is needed to extract, treat and distribute water (and less energy production also conserves water since water is use to produce energy)
- maintains water supplies that can then be available during times of drought

It is therefore imperative that water suppliers implement water conservation plans. The first step in water conservation is identifying opportunities for behavioral or engineering changes that could be made to reduce water use by conducting a thorough analysis of:

- Water use by customer
- Extraction, treatment, distribution and irrigation system efficiencies
- Industrial processing system efficiencies
- Regulatory and barriers to conservation
- Cultural barriers to conservation

- Water reuse opportunities

Once accurate data is compiled, water suppliers can set achievable goals for reducing water use. A successful water conservation plan follows a logical sequence of events. The plan should address both conservation on the supply side (leak detection and repairs, metering), as well as on the demand side (reductions in usage). Implementation should be conducted in phases, starting with the most obvious and lowest-cost options. In some cases one of the early steps will be reviewing regulatory constraints to water conservation, such as lawn irrigation requirements. Outside funding and grants may be available for implementation of projects. Engage water system operators and maintenance staff and customers in brainstorming opportunities to reduce water use. Ask the question: "How can I help save water?"

Progress since 2006

Is this your community's first Water Supply Plan? ☐ Yes X No

If yes, describe conservation practices that you are already implementing, such as: pricing, system improvements, education, regulation, appliance retrofitting, enforcement, etc.

If no, complete Table 21 to summarize conservation actions taken since the adoption of the 2006 water supply plan.

Table 21. Implementation of previous ten-year Conservation Plan

2006 Plan Commitments	Action Taken?
Change Water Rates Structure to provide conservation pricing	☐ Yes X No
Water Supply System Improvements (e.g. leak repairs, valve replacements, etc.)	X Yes ☐ No
Educational Efforts	X Yes ☐ No
New water conservation ordinances	☐ Yes X No
Rebate or retrofitting Program (e.g. for toilet, faucets, appliances, showerheads, dish washers, washing machines, irrigation systems, rain barrels, water softeners, etc.	X Yes ☐ No
Enforcement	X Yes ☐ No
Describe Other	☐ Yes X No

What are the results you have seen from the actions in Table 21 and how were results measured?

Since the four new production wells went online in 2007, Average Daily Demand and Total Per Capita Demand have dropped significantly.

A. Triggers for Allocation and Demand Reduction Actions

Complete table 22 by checking each trigger below, as appropriate, and the actions to be taken at various levels or stages of severity. Add in additional rows to the table as needed.

Table 22. Short and long-term demand reduction conditions, triggers and actions

Objective	Triggers	Actions
Protect Surface Water Flows	☐ Low stream flow conditions ☐ Reports of declining wetland and lake levels ☐ Other: _____	☐ Increase promotion of conservation measures ☐ Other: _____
Short-term demand reduction (less than 1 year	X Extremely high seasonal water demand (more than double winter demand) X Loss of treatment capacity X Lack of water in storage ☐ State drought plan ☐ Well interference ☐ Other: _____	X Adopt (if not already) and enforce the critical water deficiency ordinance to restrict or prohibit lawn watering, vehicle washing, golf course and park irrigation & other nonessential uses. X Supply augmentation through Interconnect with City of Brainerd ☐ Water allocation through____ ☐ Meet with large water users to discuss user's contingency plan.
Long-term demand reduction (>1 year)	X Per capita demand increasing X Total demand increase (higher population or more industry) Water level in well(s) below elevation of 2 feet below winter level for over consecutive 365 days ☐ Other: _____	X Develop a critical water deficiency ordinance that is or can be quickly adopted to penalize lawn watering, vehicle washing, golf course and park irrigation & other nonessential uses. X Enact a water waste ordinance that targets overwatering (causing water to flow off the landscape into streets, parking lots, or similar), watering impervious surfaces (streets, driveways or other hardscape areas), and negligence of known leaks, breaks, or malfunctions. ☐ Meet with large water users to discuss user's contingency plan. ☐ Enhanced monitoring and reporting: audits, meters, billing, etc.
Governor's "Critical Water Deficiency Order" declared	☐ Describe	☐ Describe

B. Conservation Objectives and Strategies – *Key benchmark for DNR*

This section establishes water conservation objectives and strategies for eight major areas of water use.

Objective 1: Reduce Unaccounted (Non-Revenue) Water loss to Less than 10%

The Minnesota Rural Waters Association, the Metropolitan Council and the Department of Natural Resources recommend that all water uses be metered. Metering can help identify high use locations and times, along with leaks within buildings that have multiple meters.

It is difficult to quantify specific unmetered water use such as that associated with firefighting and system flushing or system leaks. Typically, water suppliers subtract metered water use from total water pumped to calculate unaccounted or non-revenue water loss.

Is your ten-year average (2005-2014) unaccounted Water Use in Table 2 higher than 10%?

X Yes ☐ No

What is your leak detection monitoring schedule? (e.g. monitor 1/3rd of the city lines per year)

Monitor of 1/4th of city lines per year.

Water Audits - are intended to identify, quantify and verify water and revenue losses. The volume of unaccounted-for water should be evaluated each billing cycle. The American Water Works Association (AWWA) recommends that ten percent or less of pumped water is unaccounted-for water. Water audit procedures are available from the AWWA and MN Rural Water Association www.mrwa.com . Drinking Water Revolving Loan Funds are available for purchase of new meters when new plants are built.

What is the date of your most recent water audit? A water audit has not been completed in the last ten years

Frequency of water audits: ☐ yearly ☐ other (specify frequency) _____
Leak detection and survey: ☐ every year ☐ every other year X periodic as needed
Year last leak detection survey completed: _____

If Table 2 shows annual water losses over 10% or an increasing trend over time, describe what actions will be taken to reach the <10% loss objective and within what timeframe

Baxter's unaccounted for water has not shown a clear trend over the past 10 years and is over 10%. The City of Baxter plans to reduce unaccounted water by installing automated meters at connections by December 31, 2016. Hydrant flushing, in particular with the new wastewater treatment plant and associated connections, also contributes to the present unaccounted for water total, although it is more difficult to quantify.

Metering -AWWA recommends that every water supplier install meters to account for all water taken into its system, along with all water distributed from its system at each customer's point of service. An effective metering program relies upon periodic performance testing, repair, maintenance or replacement of all meters. AWWA also recommends that water suppliers conduct regular water audits to ensure accountability. Some cities install separate meters for interior and exterior water use, but some research suggests that this may not result in water conservation.

Complete Table 23 by adding the requested information regarding the number, types, testing and maintenance of customer meters.

Table 23. Information about customer meters

Customer Category	Number of Customers	Number of Metered Connections	Number of Automated Meter Readers	Meter testing intervals (years)	Average age/meter replacement schedule (years
Residential	2424	2424	2424	None	0 / 20
Irrigation meters	292	292	292	None	0 / 20
Institutional	49	49	49	None	0 / 20
Commercial	507	507	507	None	0 / 20
Industrial	-	-	0	None	0 / 20
Public Facilities	-	-	0	None	0 / 20
Other	-	-	0	None	0 / 20
TOTALS	3272	3272	3272	NA	0 / 20

For unmetered systems, describe any plans to install meters or replace current meters with advanced technology meters. Provide an estimate of the cost to implement the plan and the projected water savings from implementing the plan.

The City has a contract to install 3,000 automatic meters by October 31, 2016 to current connections.

Table 24. Water source meters

	Number of Meters	Meter testing schedule (years)	Number of Automated Meter Readers	Average age/meter replacement schedule (years
Water Source (wells/intakes)	4	1/yr	4	10 / 15
Treatment Plant	1	1/yr	1	9 / 15

Objective 2: Achieve Less than 75 Residential Gallons per Capita Demand (GPCD)

The 2002 average residential per capita demand in the Twin Cities Metropolitan area was 75 gallons per capita per day.

Is your average 2010-2015 residential per capita water demand in Table 2 more than 75? ☐ Yes X No

What was your 2005 – 2014 ten-year average residential per capita water demand? 64.6G/person/day

Describe the water use trend over that timeframe:

Measurements over time show a significant decrease in residential water usage from 2005-2015. Residential water usage was at 68.5 GPCD in 2005 and briefly rose over 70 gallons/person/day in 2006 and 2008, but has been

decreasing since then with the average for 2010-2015 being 60.7 G/person/day, and just 56.3 gallons/person/day in 2015.

Complete Table 25 by checking which strategies you will use to continue reducing residential per capita demand and project a likely timeframe for completing each checked strategy (Select all that apply and add rows for additional strategies):

Table 25. Strategies and timeframe to reduce residential per capita demand

Strategy to reduce residential per capita demand	Timeframe for completing work
X Revise city ordinances/codes to encourage or require water efficient landscaping.	Summer 2019
☐ Revise city ordinance/codes to permit water reuse options, especially for non-potable purposes like irrigation, groundwater recharge, and industrial use. Check with plumbing authority to see if internal buildings reuse is permitted	
☐ Revise ordinances to limit irrigation. Describe the restricted irrigation plan:	
☐ Revise outdoor irrigation installations codes to require high efficiency systems (e.g. those with soil moisture sensors or programmable watering areas) in new installations or system replacements.	
X Make water system infrastructure improvements	Installation of automated meters by December 31, 2016.
☐ Offer free or reduced cost water use audits for residential customers.	
☐ Implement a notification system to inform customers when water availability conditions change.	
☐ Provide rebates or incentives for installing water efficient appliances and/or fixtures indoors (e.g., low flow toilets, high efficiency dish washers and washing machines, showerhead and faucet aerators, water softeners, etc.)	
☐ Provide rebates or incentives to reduce outdoor water use (e.g., turf replacement/reduction, rain gardens, rain barrels, smart irrigation, outdoor water use meters, etc.)	
☐ Identify supplemental Water Resources	
X Conduct audience-appropriate water conservation education and outreach.	Ongoing education and outreach described in table 31.
☐ Describe other plans	

Objective 3: Achieve at least a 1.5% per year water reduction for Institutional, Industrial, Commercial, and Agricultural GPCD over the next 10 years or a 15% reduction in ten years.
Complete Table 26 by checking which strategies you will used to continue reducing non-residential customer use demand and project a likely timeframe for completing each checked strategy (add rows for additional strategies).

Where possible, substitute recycled water used in one process for reuse in another. (For example, spent rinse water can often be reused in a cooling tower.) Keep in mind the true cost of water is the amount on the water bill PLUS the expenses to heat, cool, treat, pump, and dispose of/discharge the water.

Don't just calculate the initial investment. Many conservation retrofits that appear to be prohibitively expensive are actually very cost-effective when amortized over the life of the equipment. Often reducing water use also saves electrical and other utility costs. Note: as of 2015, water reuse, and is not allowed by the state plumbing code, M.R. 4715 (a variance is needed). However several state agencies are addressing this issue.

Table 26. Strategies and timeframe to reduce institutional, commercial industrial, and agricultural and non-revenue use demand

Strategy to reduce total business, industry, agricultural demand	Timeframe for completing work
☐ Conduct a facility water use audit for both indoor and outdoor use, including system components	
X Install enhanced meters capable of automated readings to detect spikes in consumption	December 31, 2016
☐ Compare facility water use to related industry benchmarks, if available (e.g., meat processing, dairy, fruit and vegetable, beverage, textiles, paper/pulp, metals, technology, petroleum refining etc.),	
X Install water conservation fixtures and appliances or change processes to conserve water	Ongoing
X Repair leaking system components (e.g., pipes, valves)	Ongoing
☐ Investigate the reuse of reclaimed water (e.g., stormwater, wastewater effluent, process wastewater, etc.)	
☐ Reduce outdoor water use (e.g., turf replacement/reduction, rain gardens, rain barrels, smart irrigation, outdoor water use meters, etc.)	
☐ Train employees how to conserve water	
☐ Implement a notification system to inform non-residential customers when water availability conditions change.	
☐ [Rainwater catchment systems intended to supply uses such as water closets, urinals, trap primers for floor drains and floor sinks, industrial processes, water features, vehicle washing facilities, cooling tower makeup, and similar uses shall be approved by the commissioner. Proposed plumbing code 4714.1702.1 http://www.dli.mn.gov/PDF/docket/4714rule.pdf	
☐ Describe other plans:	

Objective 4: Achieve a Decreasing Trend in Total Per Capita Demand

Include as **Appendix 8** one graph showing total per capita water demand for each customer category (i.e., residential, institutional, commercial, industrial) from 2005-2014 and add the calculated/estimated linear trend for the next 10 years.

Describe the trend for each customer category; explain the reason(s) for the trends, and where trends are increasing.

The trend for Residential water usage has been on the decline since 2008 when demand was 73.7 gallons per capita per day (GPCD), with consumption at 56.3 GPCD in 2015. This is most likely due to the installation of higher efficiency appliances and plumbing.

The trend for C/I/I water usage has been on the decline since 2007 when demand was 92.1 GPCD. There has been a slight increase in demand since 2012, with consumption at 57.9 GPCD. This trend is most likely due to the high water usage required to get the new water treatment plant operational in 2007-2008, as well as the implementation of higher efficiency plumbing and irrigation techniques.

Non-essential and water supplier water usage has remained between 3.8 and 43.0 GPCD since 2005, with consumption at 26.6 GPCD in 2015. No clear trend was apparent with non-essential and water supplier use. This is most likely due to new construction flushing, as the city has increased the number of connections by 25% from 2005 to 2015.

Objective 5: Reduce Peak Day Demand so that the Ratio of Average Maximum day to the Average Day is less than 2.6

Is the ratio of average 2005-2014 maximum day demand to average 2005-2014 average day demand reported in Table 2 more than 2.6? ☐ Yes X No

Calculate a ten-year average (2005 – 2014) of the ratio of maximum day demand to average day demand: _1.65_

The position of the DNR has been that a peak day/average day ratio that is above 2.6 for in summer indicates that the water being used for irrigation by the residents in a community is too large and that efforts should be made to reduce the peak day use by the community.

It should be noted that by reducing the peak day use, communities can also reduce the amount of infrastructure that is required to meet the peak day use. This infrastructure includes new wells, new water towers which can be costly items.

Objective 6: Implement a Conservation Water Rate Structure and/or a Uniform Rate Structure with a Water Conservation Program

Water Conservation Program

Municipal water suppliers serving over 1,000 people are required to adopt demand reduction measures that include a conservation rate structure, or a uniform rate structure with a conservation program that achieves demand reduction. These measures must achieve demand reduction in ways that reduce water demand, water losses, peak water demands, and nonessential water uses. These measures must be approved before a community may request well construction approval from the Department of Health or before requesting an increase in water appropriations permit volume (*Minnesota Statutes*, section 103G.291, subd. 3 and 4). Rates should be adjusted on a regular basis to ensure that revenue of the system is adequate under reduced demand scenarios. If a municipal water supplier intends to use a

Uniform Rate Structure, a community-wide Water Conservation Program that will achieve demand reduction must be provided.

Current Water Rates

Include a copy of the actual rate structure in **Appendix 9** or list current water rates including base/service fees and volume charges below.

Volume included in base rate or service charge: __X__ gallons or ____ cubic feet ___ other

Frequency of billing: X Monthly ☐ Bimonthly ☐ Quarterly ☐ Other: _____

Water Rate Evaluation Frequency: X every year ☐ every ___ years ☐ no schedule

Date of last rate change: __2010__

Table 27. Rate structures for each customer category (Select all that apply and add additional rows as needed)

Customer Category	Conservation Billing Strategies in Use *	Conservation Neutral Billing Strategies in Use **	Non-Conserving Billing Strategies in Use ***
Residential	X Monthly Billing ☐ Increasing block rates (volume tiered rates) ☐ Seasonal rates ☐ Time of Use rates X Water bills reported in gallons ☐ Individualized goal rates ☐ Excess Use rates ☐ Drought surcharge ☐ Use water bill to provide comparisons X Service charge not based on water volume ☐ Other (describe)	X Uniform ☐ Odd/Even day watering	☐ Service charge based on water volume ☐ Declining block ☐ Flat ☐ Other (describe)
Commercial/ Industrial/ Institutional	X Monthly Billing ☐ Increasing block rates ☐ Seasonal rates ☐ Time of Use rates X Bill water use in gallons ☐ Individualized goal rates ☐ Excess Use rates ☐ Drought surcharge ☐ Use water bill to provide comparisons X Service charge not based on water volume ☐ Other (describe)	X Uniform	☐ Service charge based on water volume ☐ Declining block ☐ Flat ☐ Other (describe)
☐ Other			

*** Rate Structures components that may promote water conservation:**

- **Monthly billing:** is encouraged to help people see their water usage so they can consider changing behavior.
- **Increasing block rates (also known as a tiered residential rate structure):** Typically, these have at least three tiers: should have at least three tiers.
    - The first tier is for the winter average water use.
    - The second tier is the year-round average use, which is lower than typical summer use. This rate should be set to cover the full cost of service.
    - The third tier should be above the average annual use and should be priced high enough to encourage conservation, as should any higher tiers. For this to be effective, the difference in block rates should be significant.
- **Seasonal rate:** higher rates in summer to reduce peak demands
- **Time of Use rates:** lower rates for off peak water use
- **Bill water use in gallons:** this allows customers to compare their use to average rates
- **Individualized goal rates:** typically used for industry, business or other large water users to promote water conservation if they keep within agreed upon goals. **Excess Use rates**: if water use goes above an agreed upon amount this higher rate is charged
- **Drought surcharge:** an extra fee is charged for guaranteed water use during drought
- **Use water bill to provide comparisons**: simple graphics comparing individual use over time or compare individual use to others.
- **Service charge or base fee that does not include a water volume** – a base charge or fee to cover universal city expenses that are not customer dependent and/or to provide minimal water at a lower rate (e.g., an amount less than the average residential per capita demand for the water supplier for the last 5 years)
- **Emergency rates** -A community may have a separate conservation rate that only goes into effect when the community or governor declares a drought emergency. These higher rates can help to protect the city budgets during times of significantly less water usage.

****Conservation Neutral****

- **Uniform rate**: rate per unit used is the same regardless of the volume used
- **Odd/even day watering** –This approach reduces peak demand on a daily basis for system operation, but it does not reduce overall water use.

***** Non-Conserving *****

- **Service charge or base fee with water volume:** an amount of water larger than the average residential per capita demand for the water supplier for the last 5 years
- **Declining block rate:** the rate per unit used decreases as water use increases.
- **Flat rate:** one fee regardless of how much water is used (usually unmetered).

Provide justification for any conservation neutral or non-conserving rate structures. If intending to adopt a conservation rate structure, include the timeframe to do so:

A uniform rate was decided upon by the council in order to increase the percent of the population served by the system. No change in rate structure is planned at this time, although water rates and non-user fines are reevaluated annually.

Objective 7: Additional strategies to Reduce Water Use and Support Wellhead Protection Planning

Development and redevelopment projects can provide additional water conservation opportunities, such as the actions listed below. If a Uniform Rate Structure is in place, the water supplier must provide

a Water Conservation Program that includes at least two of the actions listed below. Check those actions that you intend to implement within the next 10 years.

Table 28. Additional strategies to Reduce Water Use & Support Wellhead Protection

☐	Participate in the GreenStep Cities Program, including implementation of at least one of the 20 "Best Practices" for water
☐	Prepare a Master Plan for Smart Growth (compact urban growth that avoids sprawl)
☐	Prepare a Comprehensive Open Space Plan (areas for parks, green spaces, natural areas)
X	Adopt a Water Use Restriction Ordinance (lawn irrigation, car washing, pools, etc.)
☐	Adopt an Outdoor Lawn Irrigation Ordinance
☐	Adopt a Private well Ordinance (private wells in a city must comply with water restrictions)
X	Implement a Stormwater Management Program
☐	Adopt Non-Zoning Wetlands Ordinance (can further protect wetlands beyond state/federal laws-for vernal pools, buffer areas, restrictions on filling or alterations)
☐	Adopt a Water Offset Program (primarily for new development or expansion)
☐	Implement a Water Conservation Outreach Program
☐	Hire a Water Conservation Coordinator (part-time)
☐	Implement a Rebate program for water efficient appliances, fixtures, or outdoor water management
☐	Other

Objective 8: Tracking Success: How will you track or measure success through the next ten years?

Success will be measured by the continued downward trend in per capita water usage and in a reduction of the percent unaccounted water.

Tip: The process to monitor demand reduction and/or a rate structure includes:

a) The DNR District Hydrologist or Groundwater Appropriation Hydrologist will call or visit the community the first 1-3 years after the water supply plan is completed.
b) They will discuss what activities the community is doing to conserve water and if they feel their actions are successful. The Water Supply Plan, Part 3 tables and responses will guide the discussion. For example, they will discuss efforts to reduce unaccounted for water loss if that is a problem, or go through Tables 33, 34 and 35 to discuss new initiatives.
c) The city representative and the hydrologist will discuss total per capita water use, residential per capita water use, and business/industry use. They will note trends.
d) They will also discuss options for improvement and/or collect case studies of success stories to share with other communities. One option may be to change the rate structure, but there are many other paths to successful water conservation.
e) If appropriate, they will cooperatively develop a simple work plan for the next few years, targeting a couple areas where the city might focus efforts.

A. Regulation

Complete Table 29 by selecting which regulations are used to reduce demand and improve water efficiencies. Add additional rows as needed.

Copies of adopted regulations or proposed restrictions or should be included in **Appendix 10** (a list with hyperlinks is acceptable).

Table 29. Regulations for short-term reductions in demand and long-term improvements in water efficiencies

Regulations Utilized	When is it applied (in effect)?
☐ Rainfall sensors required on landscape irrigation systems	☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
X Water efficient plumbing fixtures required	X New Development ☐ Replacement ☐ Rebate Programs
X Critical/Emergency Water Deficiency ordinance	X Only during declared Emergencies
☐ Watering restriction requirements (time of day, allowable days, etc.)	☐ Odd/Even ☐ 2 days/week ☐ Only during declared Emergencies
☐ Water waste prohibited (for example, having a fine for irrigators spraying on the street)	☐ -Ongoing ☐ Seasonal ☐ Only during declared Emergencies
☐ Limitations on turf areas (requiring lots to have 10% - 25% of the space in natural areas)	☐ New Development ☐ Shoreland/zoning ☐ Other
X Soil preparation requirement s (after construction, requiring topsoil to be applied to promote good root growth)	X New Development ☐ Construction Projects ☐ Other
X Tree ratios (requiring a certain number of trees per square foot of lawn)	X New development ☐ Shoreland/zoning ☐ Other
☐ Permit to fill swimming pool and/or requiring pools to be covered (to prevent evaporation)	☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
☐ Ordinances that permit stormwater irrigation, reuse of water, or other alternative water use (Note: be sure to check current plumbing codes for updates)	☐ Describe

B. Retrofitting Programs

Education and incentive programs aimed at replacing inefficient plumbing fixtures and appliances can help reduce per capita water use, as well as energy costs. It is recommended that municipal water suppliers develop a long-term plan to retrofit public buildings with water efficient plumbing fixtures and appliances. Some water suppliers have developed partnerships with organizations having similar conservation goals, such as electric or gas suppliers, to develop cooperative rebate and retrofit programs.

A study by the AWWA Research Foundation (Residential End Uses of Water, 1999) found that the average indoor water use for a non-conserving home is 69.3 gallons per capita per day (gpcd). The average indoor water use in a conserving home is 45.2 gpcd and most of the decrease in water use is related to water efficient plumbing fixtures and appliances that can reduce water, sewer and energy

costs. In Minnesota, certain electric and gas providers are required (Minnesota Statute 216B.241) to fund programs that will conserve energy resources and some utilities have distributed water efficient showerheads to customers to help reduce energy demands required to supply hot water.

Retrofitting Programs

Complete Table 30 by checking which water uses are targeted, the outreach methods used, the measures used to identify success, and any participating partners.

Table 30. Retrofitting programs (Select all that apply)

Water Use Targets	Outreach Methods	Partners
☐ low flush toilets, ☐ toilet leak tablets, X low flow showerheads, X faucet aerators;	☐ Education about ☐ free distribution of X rebate for ☐ other	X Gas company ☐ Electric company ☐ Watershed organization
X water conserving washing machines, ☐ dish washers, ☐ water softeners;	☐ Education about ☐ free distribution of X rebate for ☐ other	☐ Gas company X Electric company ☐ Watershed organization
☐ rain gardens, ☐ rain barrels, ☐ Native/drought tolerant landscaping, etc.	☐ Education about ☐ free distribution of ☐ rebate for ☐ other	☐ Gas company ☐ Electric company ☐ Watershed organization

Briefly discuss measures of success from the above table (e.g. number of items distributed, dollar value of rebates, gallons of water conserved, etc.):

C. Education and Information Programs

Customer education should take place in three different circumstances. First, customers should be provided information on how to conserve water and improve water use efficiencies. Second, information should be provided at appropriate times to address peak demands. Third, emergency notices and educational materials about how to reduce water use should be available for quick distribution during an emergency.

Proposed Education Programs

Complete Table 31 by selecting which methods are used to provide water conservation and information, including the frequency of program components. Select all that apply and add additional lines as needed.

Table 31. Current and Proposed Education Programs

Education Methods	General summary of topics	#/Year	Frequency
Billing inserts or tips printed on the actual bill	Water saving tips	12	X Ongoing

Education Methods	General summary of topics	#/Year	Frequency
			☐ Seasonal ☐ Only during declared emergencies
Consumer Confidence Reports		1	☐ Ongoing X Seasonal ☐ Only during declared Emergencies
Press releases to traditional local news outlets (e.g., newspapers, radio and TV)			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Social media distribution (e.g., emails, Facebook, Twitter)			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Paid advertisements (e.g., billboards, print media, TV, radio, web sites, etc.)			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Presentations to community groups			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Staff training			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Facility tours		Continuous	X Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Displays and exhibits			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Marketing rebate programs (e.g., indoor fixtures & appliances and outdoor practices)			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Community news letters		2	☐ Ongoing X Seasonal ☐ Only during declared Emergencies
Direct mailings (water audit/retrofit kits, showerheads, brochures)			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies

Education Methods	General summary of topics	#/Year	Frequency
Information kiosk at utility and public buildings	Information at City Hall and WTP.	Continuous	X Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Public Service Announcements			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Cable TV Programs			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Demonstration projects (landscaping or plumbing)			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
K-12 Education programs (Project Wet, Drinking Water Institute, presentations)			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Community Events (children's water festivals, environmental fairs)		1	☐ Ongoing X Seasonal ☐ Only during declared Emergencies
Community education classes			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Water Week promotions			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Website (include address: www.ci.baxter.mn.us)		Continuous	X Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Targeted efforts (large volume users, users with large increases)			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Notices of ordinances			☐ Ongoing ☐ Seasonal ☐ Only during declared Emergencies
Emergency conservation notices		As Needed	☐ Ongoing ☐ Seasonal X Only during declared Emergencies
Other:			☐ Ongoing ☐ Seasonal

Education Methods	General summary of topics	#/Year	Frequency
			☐ Only during declared Emergencies

Briefly discuss what future education and information activities your community is considering in the future:

Nothing additional at this time.

Part 4. ITEMS FOR METROPOLITAN AREA COMMUNITIES

Minnesota Statute 473.859 requires WSPs to be completed for all local units of government in the seven-county Metropolitan Area as part of the local comprehensive planning process.

Much of the information in Parts 1-3 addresses water demand for the next 10 years. However, additional information is needed to address water demand through 2040, which will make the WSP consistent with the Metropolitan Land Use Planning Act, upon which the local comprehensive plans are based.

This Part 4 provides guidance to complete the WSP in a way that addresses plans for water supply through 2040.

A. Water Demand Projections through 2040

Complete Table 7 in Part 1D by filling in information about long-term water demand projections through 2040. Total Community Population projections should be consistent with the community's system statement, which can be found on the Metropolitan Council's website and which was sent to the community in September 2015.

Projected Average Day, Maximum Day, and Annual Water Demands may either be calculated using the method outlined in *Appendix 2* of the *2015 Master Water Supply Plan* or by a method developed by the individual water supplier.

B. Potential Water Supply Issues

Complete Table 10 in Part 1E by providing information about the potential water supply issues in your community, including those that might occur due to 2040 projected water use.

The *Master Water Supply Plan* provides information about potential issues for your community in *Appendix 1 (Water Supply Profiles).* This resource may be useful in completing Table 10.

You may document results of local work done to evaluate impact of planned uses by attaching a feasibility assessment or providing a citation and link to where the plan is available electronically.

C. Proposed Alternative Approaches to Meet Extended Water Demand Projections

Complete Table 12 in Part 1F with information about potential water supply infrastructure impacts (such as replacements, expansions or additions to wells/intakes, water storage and treatment capacity, distribution systems, and emergency interconnections) of extended plans for development and redevelopment, in 10-year increments through 2040. It may be useful to refer to information in the community's local Land Use Plan, if available.

Complete Table 14 in Part 1F by checking each approach your community is considering to meet future demand. For each approach your community is considering, provide information about the amount of

future water demand to be met using that approach, the timeframe to implement the approach, potential partners, and current understanding of the key benefits and challenges of the approach.

As challenges are being discussed, consider the need for: evaluation of geologic conditions (mapping, aquifer tests, modeling), identification of areas where domestic wells could be impacted, measurement and analysis of water levels & pumping rates, triggers & associated actions to protect water levels, etc.

D. Value-Added Water Supply Planning Efforts (Optional)

The following information is not required to be completed as part of the local water supply plan, but completing this can help strengthen source water protection throughout the region and help Metropolitan Council and partners in the region to better support local efforts.

Source Water Protection Strategies

Does a Drinking Water Supply Management Area for a neighboring public water supplier overlap your community? ☐ Yes X No

If you answered no, skip this section. If you answered yes, please complete Table 32 with information about new water demand or land use planning-related local controls that are being considered to provide additional protection in this area.

Table 32. Local controls and schedule to protect Drinking Water Supply Management Areas

Local Control	Schedule to Implement	Potential Partners
X None at this time		
☐ Comprehensive planning that guides development in vulnerable drinking water supply management areas		
☐ Zoning overlay		
☐ Other:		

Technical assistance

From your community's perspective, what are the most important topics for the Metropolitan Council to address, guided by the region's Metropolitan Area Water Supply Advisory Committee and Technical Advisory Committee, as part of its ongoing water supply planning role?

- ☐ Coordination of state, regional and local water supply planning roles
- ☐ Regional water use goals
- ☐ Water use reporting standards
- ☐ Regional and sub-regional partnership opportunities
- ☐ Identifying and prioritizing data gaps and input for regional and sub-regional analyses
- ☐ Others: _____

GLOSSARY

Agricultural/Irrigation Water Use - Water used for crop and non-crop irrigation, livestock watering, chemigation, golf course irrigation, landscape and athletic field irrigation.

Average Daily Demand - The total water pumped during the year divided by 365 days.

Calcareous Fen - Calcareous fens are rare and distinctive wetlands dependent on a constant supply of cold groundwater. Because they are dependent on groundwater and are one of the rarest natural communities in the United States, they are a protected resource in MN. Approximately 200 have been located in Minnesota. They may not be filled, drained or otherwise degraded.

Commercial/Institutional Water Use - Water used by motels, hotels, restaurants, office buildings, commercial facilities and institutions (both civilian and military). Consider maintaining separate institutional water use records for emergency planning and allocation purposes. Water used by multi-family dwellings, apartment buildings, senior housing complexes, and mobile home parks should be reported as Residential Water Use.

Commercial/Institutional/Industrial (C/I/I) Water Sold - The sum of water delivered for commercial/institutional or industrial purposes.

Conservation Rate Structure - A rate structure that encourages conservation and may include increasing block rates, seasonal rates, time of use rates, individualized goal rates, or excess use rates. If a conservation rate is applied to multifamily dwellings, the rate structure must consider each residential unit as an individual user. A community may have a separate conservation rate that only goes into effect when the community or governor declares a drought emergency. These higher rates can help to protect the city budgets during times of significantly less water usage.

Date of Maximum Daily Demand - The date of the maximum (highest) water demand. Typically this is a day in July or August.

Declining Rate Structure - Under a declining block rate structure, a consumer pays less per additional unit of water as usage increases. This rate structure does not promote water conservation.

Distribution System - Water distribution systems consist of an interconnected series of pipes, valves, storage facilities (water tanks, water towers, reservoirs), water purification facilities, pumping stations, flushing hydrants, and components that convey drinking water and meeting fire protection needs for cities, homes, schools, hospitals, businesses, industries and other facilities.

Flat Rate Structure - Flat fee rates do not vary by customer characteristics or water usage. This rate structure does not promote water conservation.

Industrial Water Use - Water used for thermonuclear power (electric utility generation) and other industrial use such as steel, chemical and allied products, paper and allied products, mining, and petroleum refining.

Low Flow Fixtures/Appliances - Plumbing fixtures and appliances that significantly reduce the amount of water released per use are labeled "low flow". These fixtures and appliances use just enough water to be effective, saving excess, clean drinking water that usually goes down the drain.

Maximum Daily Demand - The maximum (highest) amount of water used in one day.

Metered Residential Connections - The number of residential connections to the water system that have meters. For multifamily dwellings, report each residential unit as an individual user.

Percent Unmetered/Unaccounted For - Unaccounted for water use is the volume of water withdrawn from all sources minus the volume of water delivered. This value represents water "lost" by miscalculated water use due to inaccurate meters, water lost through leaks, or water that is used but unmetered or otherwise undocumented. Water used for public services such as hydrant flushing, ice skating rinks, and public swimming pools should be reported under the category "Water Supplier Services".

Population Served - The number of people who are served by the community's public water supply system. This includes the number of people in the community who are connected to the public water supply system, as well as people in neighboring communities who use water supplied by the community's public water supply system. It should not include residents in the community who have private wells or get their water from neighboring water supply.

Residential Connections - The total number of residential connections to the water system. For multifamily dwellings, report each residential unit as an individual user.

Residential Per Capita Demand - The total residential water delivered during the year divided by the population served divided by 365 days.

Residential Water Use - Water used for normal household purposes such as drinking, food preparation, bathing, washing clothes and dishes, flushing toilets, and watering lawns and gardens. Should include all water delivered to single family private residences, multi-family dwellings, apartment buildings, senior housing complexes, mobile home parks, etc.

Smart Meter - Smart meters can be used by municipalities or by individual homeowners. Smart metering generally indicates the presence of one or more of the following:

- Smart irrigation water meters are controllers that look at factors such as weather, soil, slope, etc. and adjust watering time up or down based on data. Smart controllers in a typical summer will reduce water use by 30%-50%. Just changing the spray nozzle to new efficient models can reduce water use by 40%.
- Smart Meters on customer premises that measure consumption during specific time periods and communicate it to the utility, often on a daily basis.
- A communication channel that permits the utility, at a minimum, to obtain meter reads on demand, to ascertain whether water has recently been flowing through the meter and onto the

premises, and to issue commands to the meter to perform specific tasks such as disconnecting or restricting water flow.

Total Connections - The number of connections to the public water supply system.

Total Per Capita Demand - The total amount of water withdrawn from all water supply sources during the year divided by the population served divided by 365 days.

Total Water Pumped - The cumulative amount of water withdrawn from all water supply sources during the year.

Total Water Delivered - The sum of residential, commercial, industrial, institutional, water supplier services, wholesale and other water delivered.

Ultimate (Full Build-Out) - Time period representing the community's estimated total amount and location of potential development, or when the community is fully built out at the final planned density.

Unaccounted (Non-revenue) Loss - See definitions for "percent unmetered/unaccounted for loss".

Uniform Rate Structure - A uniform rate structure charges the same price-per-unit for water usage beyond the fixed customer charge, which covers some fixed costs. The rate sends a price signal to the customer because the water bill will vary by usage. Uniform rates by class charge the same price-per-unit for all customers within a customer class (e.g. residential or non-residential). This price structure is generally considered less effective in encouraging water conservation.

Water Supplier Services - Water used for public services such as hydrant flushing, ice skating rinks, public swimming pools, city park irrigation, back-flushing at water treatment facilities, and/or other uses.

Water Used for Nonessential Purposes - Water used for lawn irrigation, golf course and park irrigation, car washes, ornamental fountains, and other non-essential uses.

Wholesale Deliveries - The amount of water delivered in bulk to other public water suppliers.

Acronyms and Initialisms

AWWA – American Water Works Association

C/I/I – Commercial/Institutional/Industrial

CIP – Capital Improvement Plan

GIS – Geographic Information System

GPCD – Gallons per capita per day

GWMA – Groundwater Management Area – North and East Metro, Straight River, Bonanza,

MDH – Minnesota Department of Health

MGD – Million gallons per day

MG – Million gallons

MGL – Maximum Contaminant Level

MnTAP – Minnesota Technical Assistance Program (University of Minnesota)

MPARS – MN/DNR Permitting and Reporting System (new electronic permitting system)

MRWA – Minnesota Rural Waters Association

SWP – Source Water Protection

WHP – Wellhead Protection

APPENDICES TO BE SUBMITTED BY THE WATER SUPPLIER

Appendix 1: Well records and maintenance summaries – see Part 1C

Appendix 2: Water level monitoring plan – see Part 1E

Appendix 3: Water level graphs for each water supply well - see Part 1E

Appendix 4: Capital Improvement Plan - see Part 1E

Appendix 5: Emergency Telephone List – see Part 2C

Appendix 6: Cooperative Agreements for Emergency Services – see Part 2C

Appendix 7: Municipal Critical Water Deficiency Ordinance – see Part 2C

Appendix 8: Graph showing annual per capita water demand for each customer category during the last ten-years – see Part 3 Objective 4

Appendix 9: Water Rate Structure – see Part 3 Objective 6

Appendix 10: Adopted or proposed regulations to reduce demand or improve water efficiency – see Part 3 Objective 7

Appendix 11: Implementation Checklist – summary of all the actions that a community is doing, or proposes to do, including estimated implementation dates – see www.mndnr.gov/watersupplyplans

Appendix 1
Well Records and Maintenance Summaries

Unique Well Number: 752208

County: Crow Wing
Quad:
Quad Id:

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING RECORD
MINNESOTA STATUTES CHAPTER 1031

Entry Date: 2007/10/04
Update Date: 2007/10/05
Received Date: 2007/09/21

Wellname: BAXTER #7

Township	Range	Dir	Section	Subsection	Field Located Elevation
133	29	W	13	DCC	ft.

Contact: CITY OF BAXTER
13190 MEMORYWOOD DR
BAXTER MN 56425

Description	Color	Hardness	From	To (ft.)
SAND - MEDIUM TO FINE			0	90
SAND W/CLAY LENSES			90	101
SAND - FINE TO MEDIUM			101	135
SAND W/CLAY LAYERS			135	139
SAND			139	141
CLAY			141	150

Remarks

First Bedrock
Last Strat
Aquifer: Quat. Water Table Aquifer
Depth to Bedrock: ft.

Well Depth: 150.00 ft
Depth Completed: 135.00 ft
Date Well Completed: 2007/08/21

Drilling Method: Reverse Rotary

Drilling Fluid: Bentonite
Well Hydrofractured? ☐ YES ☑ NO
From ft. to

Use: Community Supply

Casing: Type Steel (black or low
Drive Shoe? ☐ YES ☑ NO
Diameter 12 Depth 105
12.00 in. from 0.00 to 105.00 ft. lbs/ft
Hole Diameter (in.) 18.5(To

Screen: Yes
Open Hole(ft.) From to
Make JOHNSON
Type stainless steel
Diamter Slot Length Set
12.00 25 30 105 ft. to 135 ft.

Static Water Level
27.80 ft. Land surface
Date measured 2007/07/11

Pumping Level (below land surface)
50.70 ft. after 4.00 hrs. pumping 700.00 g.p.m.

Well Head Completion
Pitless adapter manufacturer: MONITOR
Model:
☐ Casing Protection
☐ 12 in. above grade
☐ At-grate (Environmental Wells and Borings ONLY)
☐ Basement offset

Grouting Information
Well grouted? ☑ YES ☐ NO
Material: Neat Cement
From: To: 97.0 ft. 3.75 Cubic yards

Nearest Known Source of Contamination
50 feet
Direction: SEW
Type:
Well disinfected upon completion? ☐ YES ☐ NO

Pump
☐ Not Installed
Date Installed: 2007/08/17
Manufacture's name: GOULDS
Model number: 7THC
HP: 40.00
Volts: 460
Length of drop pipe: 99.6
Material:
Capacity: 700 g.p.m
Type: Submersible

Abandoned Wells
Does property have any not in use and not sealed well(s)? ☐ YES ☑ NO

Variance
Was a variance granted from the MDH for this well? ☐ YES ☑ NO

Well Contractor Cerfication
Thein Well Co., Inc. 1337
License Business Name: THEIN, R.
Lic. or Reg No.

Name of Driller
Date

County Well Index v.5 REPORT Printed on 10/10/2007

HE-01205-07 (Rev. 2/99)

Unique Well Number **752207**

County Crow Wing
Quad
Quad Id

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING RECORD
MINNESOTA STATUTES CHAPTER 1031

Entry Date 2007/10/04
Update Date 2007/10/05
Received Date 2007/09/21

Wellname BAXTER #4

Township	Range	Dir	Section	Subsection	Field Located Elevation
133	29	W	13	DCC	ft.

Contact CITY OF BAXTER
13190 MEMORYWOOD DR
BAXTER MN 56425

Description	Color	Hardness	From	To (ft.)
SAND - FINE			0	22
SAND - COARSE			22	46
SAND - FINE TO MEDIUM			46	81
CLAY	RED		81	86
SAND - FINE TO MEDIUM			86	132
CLAY	BLUE		132	140

Remarks
WELL #1R

First Bedrock
Last Strat
Aquifer Quat. Water Table Aquifer
Depth to Bedrock ft.

Well Depth 140.00 ft | Depth Completed 132.00 ft | Date Well Completed 2007/08/16

Drilling Method Reverse Rotary

Drilling Fluid Bentonite
Well Hydrofractured? ☐ YES ☑ NO
From ft. to

Use Community Supply

Casing Type Steel (black or low Drive Shoe? ☐ YES ☑ NO
Diameter 12 Depth 102
12.00 in. from 0.00 to 102.00 ft. lbs/ft

Hole Diameter (in.) 18.5(To

Screen Yes
Open Hole(ft.) From to
Make JOHNSON Type stainless steel
Diamter Slot Length Set
12.00 25 30 102 ft. to 132 ft.

Static Water Level
30.70 ft. Land surface Date measured 2007/08/16

Pumping Level (below land surface)
48.50 ft. after 4.00 hrs. pumping 700.00 g.p.m.

Well Head Completion
Pitless adapter manufacturer MONITOR Model
☐ Casing Protection ☐ 12 in. above grade
☐ At-grate (Environmental Wells and Borings ONLY) ☐ Basement offset

Grouting Information Well grouted? ☑ YES ☐ NO
Material Neat Cement From To 95.0 ft. 3.75 Cubic yards

Nearest Known Source of Contamination
50 feet Direction SEW Type
Well disinfected upon completion? ☑ YES ☐ NO

Pump
☐ Not Installed Date Installed 2007/08/16
Manufacture's name GOULDS
Model number 7THC HP 40.00 Volts 460
Length of drop pipe 95.6 Material Capacity 700 g.p.m
Type Submersible

Abandoned Wells
Does property have any not in use and not sealed well(s)? ☐ YES ☑ NO

Variance
Was a variance granted from the MDH for this well? ☐ YES ☑ NO

Well Contractor Cerfication
Thein Well Co., Inc. 1337
License Business Name Lic. or Reg No.
THEIN, R
Name of Driller Date

Unique Well Number **741694**

County Crow Wing
Quad
Quad Id

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING RECORD
MINNESOTA STATUTES CHAPTER 1031

Entry Date 2007/03/09
Update Date 2007/10/04
Received Date 2006/12/29

Wellname BAXTER #5

Township	Range	Dir	Section	Subsection	Field Located Elevation
133	29	W	13	DC	ft.

Well Owner BAXTER
KNOLLWOOD DR
BAXTER MN 56425

Contact CITY OF BAXTER
P.O. BOX 2626
BAXTER MN 56425

Well Depth	Depth Completed	Date Well Completed
150.00 ft	121.00 ft	2006/11/10

Drilling Method Non-specified Rotary

Drilling Fluid Bentonite

Well Hydrofractured? ☐ YES ☑ NO
From ft. to

Use Community Supply

Casing Type Steel (black or low Drive Shoe? ☐ YES ☑ NO
Diameter 12 Depth 96
12.00 in. from 0.00 to 96.00 ft. ____ lbs/ft

Hole Diameter (in.)

Description	Color	Hardness	From	To (ft.)
TOP SOIL			0	1
FINE SAND			1	30
ROCK, SAND (FINE & MEDIUM)			30	37
ROCK, SAND (MED. & COARSE)			37	50
SAND (FINE & MED.) W/STONES			50	80
FINE SAND			80	110
SAND (FINE & MED)			110	118
FINE TO MED SAND W/CLAY LA			118	125
DIRTY SAND W/BRN CLAY			125	135
CLAY	BROWN		135	136
CLAY	WHITE		136	150

Screen Yes
Make JOHNSON
Type stainless steel
Diamter Slot Length Set
12.00 18 25 96 ft. to 121 ft.

Open Hole(ft.) From to

Static Water Level
29.70 ft. Land surface Date measured 2006/11/10

Pumping Level (below land surface)
47.83 ft. after 48.00 hrs. pumping 700.00 g.p.m.

Well Head Completion
Pitless adapter manufacturer ____ Model ____
☑ Casing Protection ☑ 12 in. above grade
☐ At-grate (Environmental Wells and Borings ONLY) ☐ Basement offset

Grouting Information Well grouted? ☑ YES ☐ NO
Material Neat Cement From ____ To 90.0 ft. 4.50 Cubic yards

Nearest Known Source of Contamination
50 feet ____ Direction SEW Type
Well disinfected upon completion? ☑ YES ☐ NO

Pump
☑ Not Installed Date Installed ____
Manufacture's name ____
Model number ____ HP ____ Volts ____
Length of drop pipe ____ Material ____ Capacity ____ g.p.m
Type

Abandoned Wells
Does property have any not in use and not sealed well(s)? ☐ YES ☑ NO

Variance
Was a variance granted from the MDH for this well? ☐ YES ☑ NO

Well Contractor Cerfication
Thein Well Co., Inc. 1337
License Business Name Lic. or Reg No.
THEIN, R.
Name of Driller Date

Remarks

irst Bedrock
ast Strat
Aquifer Quat. Water Table Aquifer
Depth to Bedrock ft.

Unique Well Number **733067**

County Crow Wing
Quad Baxter
Quad Id 212D

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING RECORD
MINNESOTA STATUTES CHAPTER 1031

Entry Date 2006/02/15
Update Date 2007/08/15
Received Date 2007/07/26

Wellname BAXTER 3 #6

Township	Range	Dir	Section	Subsection	Field Located	MDH
133	29	W	13	DCCBCC	Elevation	1203.00 ft.

Well Depth 145.00 ft | Depth Completed 136.00 ft | Date Well Completed 2006/01/27

Well Owner BAXTER 3
KNOLLWOOD DR
BAXTER MN 56425

Contact CITY OF BAXTER
13190 MEMORYWOOD DR
BAXTER MN 56425

Drilling Method Non-specified Rotary

Drilling Fluid Bentonite

Well Hydrofractured? ☐ YES ☑ NO
From ft. to

Use Community Supply

Casing Type Steel (black or low Drive Shoe? ☐ YES ☑ NO
Diameter 12 Depth 111
12.00 in. from 0.00 to 111.00 ft. 49.56 lbs/ft

Hole Diameter (in.)
17.5(To 136.0
6.75 To 145.0

Description	Color	Hardness	From	To (ft.)
NO RECORD			0	1
SAND	BROWN		1	13
SAND	GRAY		13	27
SAND & GRAVEL	VARIED		27	42
SAND	GRAY		42	71
SAND & GRAVEL	VARIED		71	86
SAND	GRAY		86	96
SAND & GRAVEL	GRAY		96	104
SAND	GRAY		104	137
DECOMPOSED	RED/GRN		137	145

Screen Yes
Open Hole(ft.) From to
Make JOHNSON Type stainless steel
Diamter Slot Length Set
12.00 40 25 111 ft. to 136 ft.

Static Water Level
28.60 ft. Land surface Date measured 2006/01/27

Pumping Level (below land surface)
ft. after hrs. pumping g.p.m.

Well Head Completion
Pitless adapter manufacturer ____ Model ____
☐ Casing Protection ☑ 12 in. above grade
☐ At-grate (Environmental Wells and Borings ONLY) ☐ Basement offset

Grouting Information Well grouted? ☑ YES ☐ NO
Material Neat Cement From 10.0 To 101.0 ft. 2.00 Cubic yards

Nearest Known Source of Contamination
____ feet ____ Direction ____ Type
Well disinfected upon completion? ☑ YES ☐ NO

Pump
☑ Not Installed Date Installed ____
Manufacture's name ____
Model number ____ HP ____ Volts ____
Length of drop pipe ____ Material ____ Capacity ____ g.p.m
Type

Remarks

Abandoned Wells
Does property have any not in use and not sealed well(s)? ☐ YES ☑ NO

Variance
Was a variance granted from the MDH for this well? ☐ YES ☑ NO

Well Contractor Cerfication
LTP Enterprises, Inc. 2157
License Business Name Lic. or Reg No.
GRIMM, G.

First Bedrock UREG
Last Strat UREG
Aquifer Qual. Water Table Aquifer
Depth to Bedrock 137.00 ft.

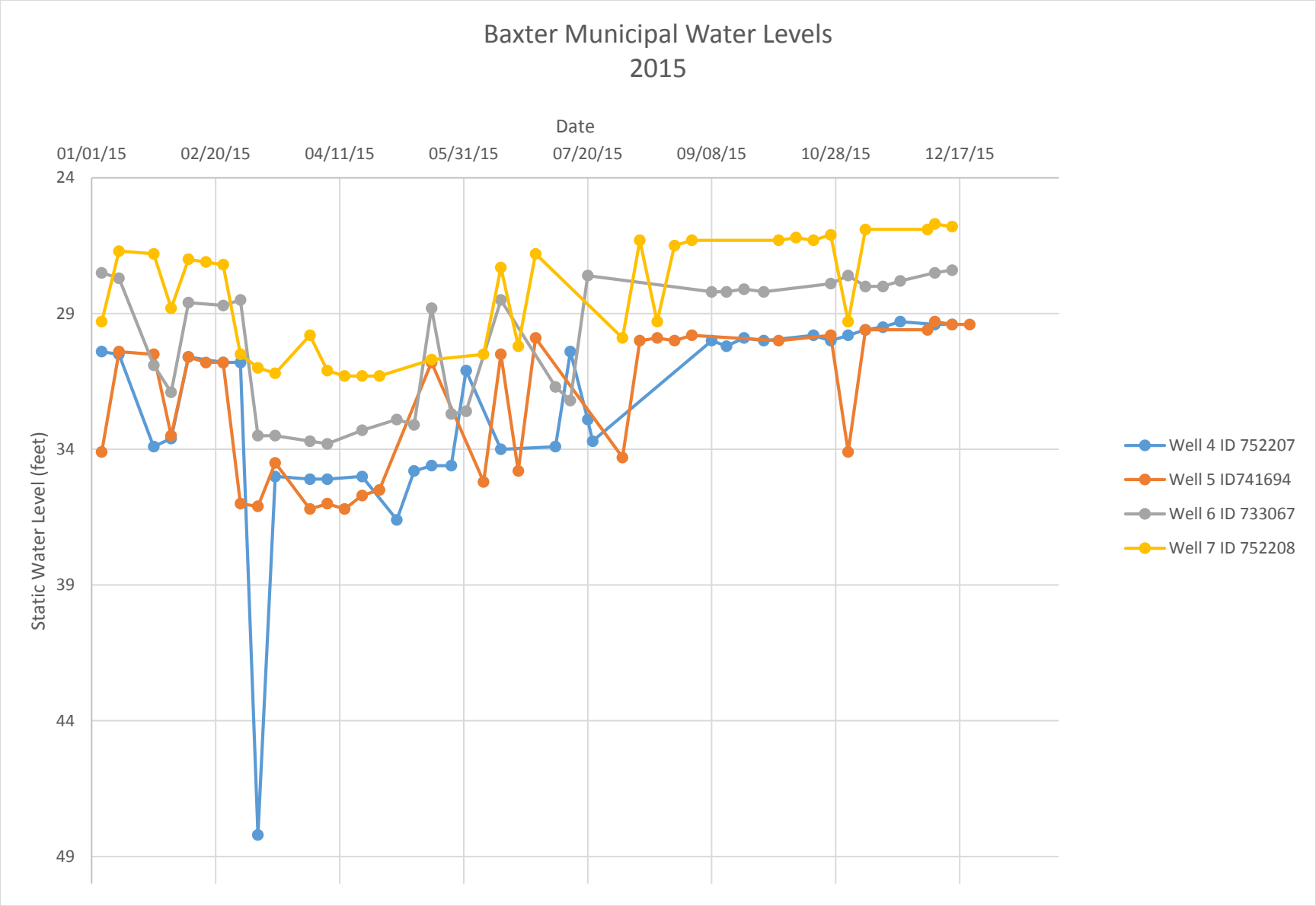
Name of Driller Date

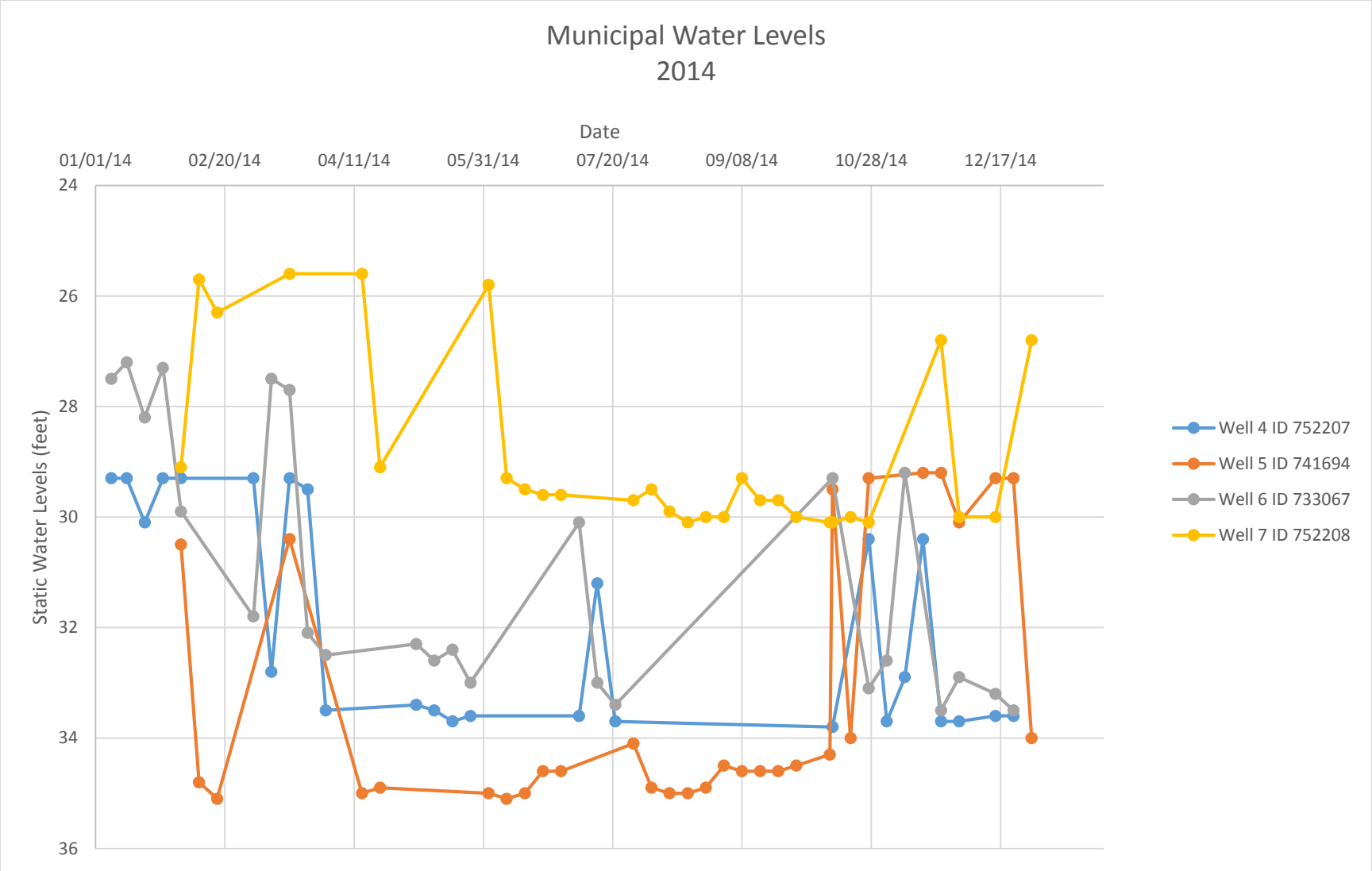
Appendix 2
Water Level Monitoring Plan

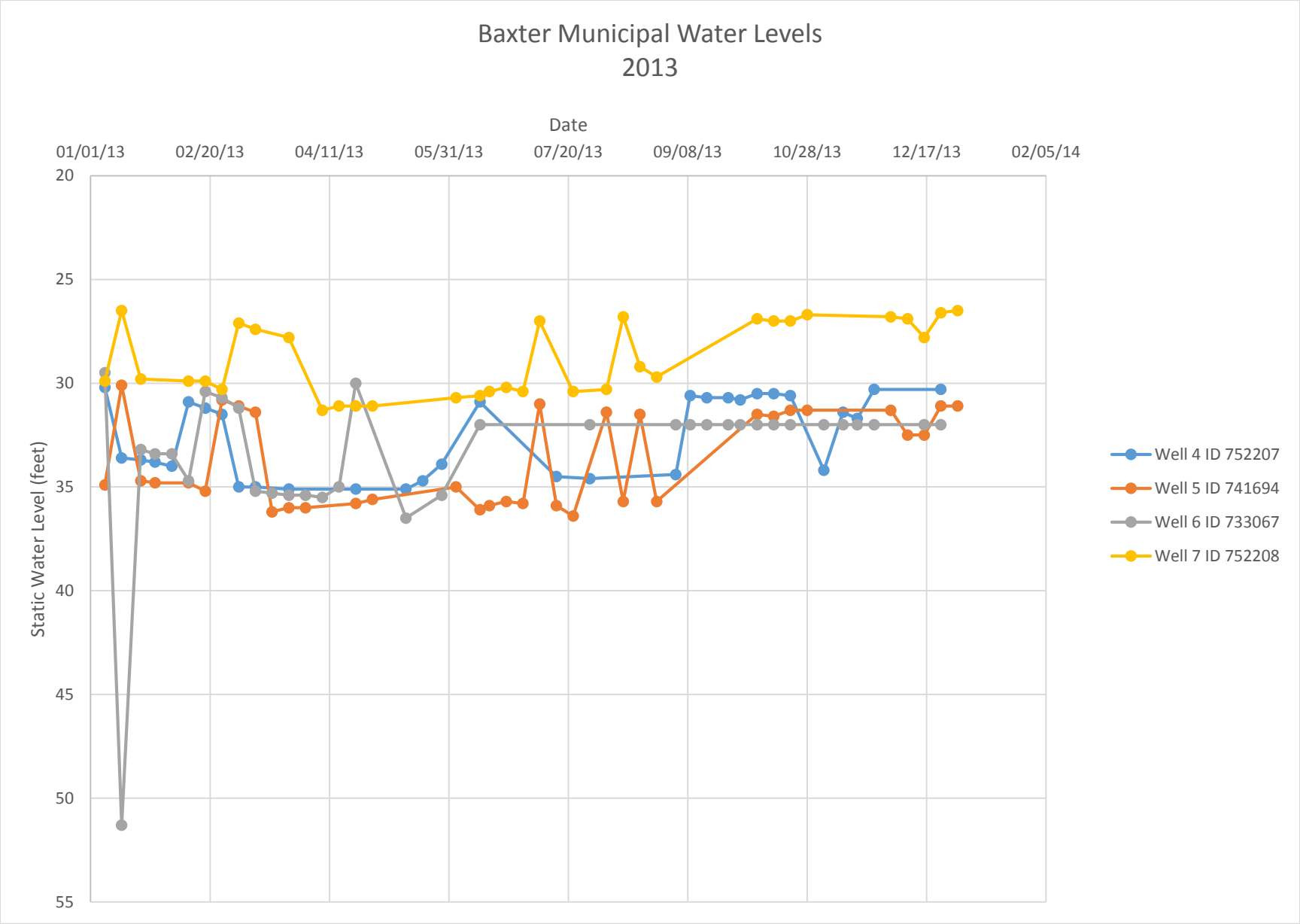
Baxter Municipal Water Supply Monitoring Plan

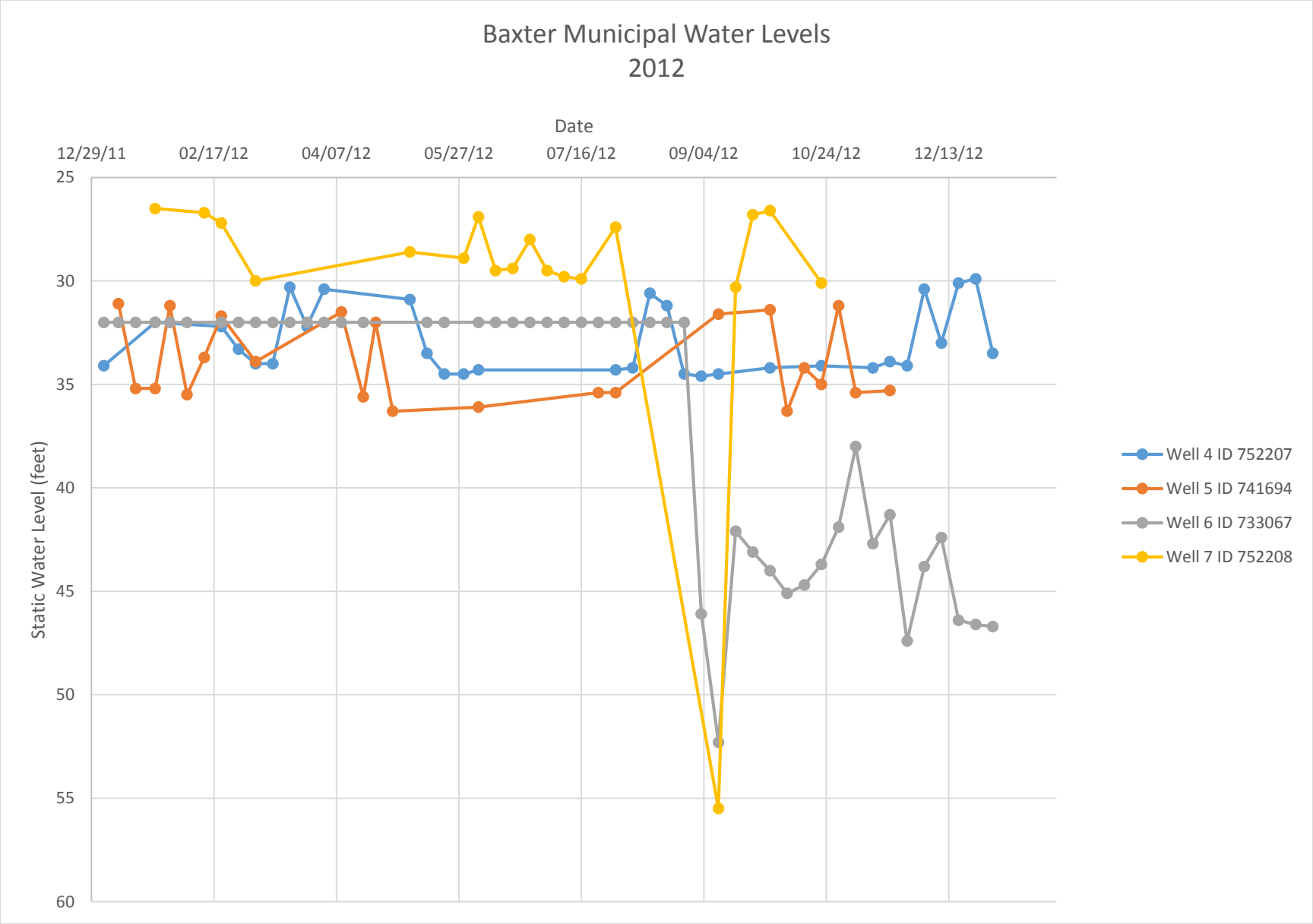
The City of Baxter currently takes water level observation measurements monthly from each of the City's wells. Data will be assessed annually for drawdown, with a threshold of two (2) feet of sustained drawdown below historical winter levels in winter. Should this threshold be reached additional water conservation methods will be put in place.

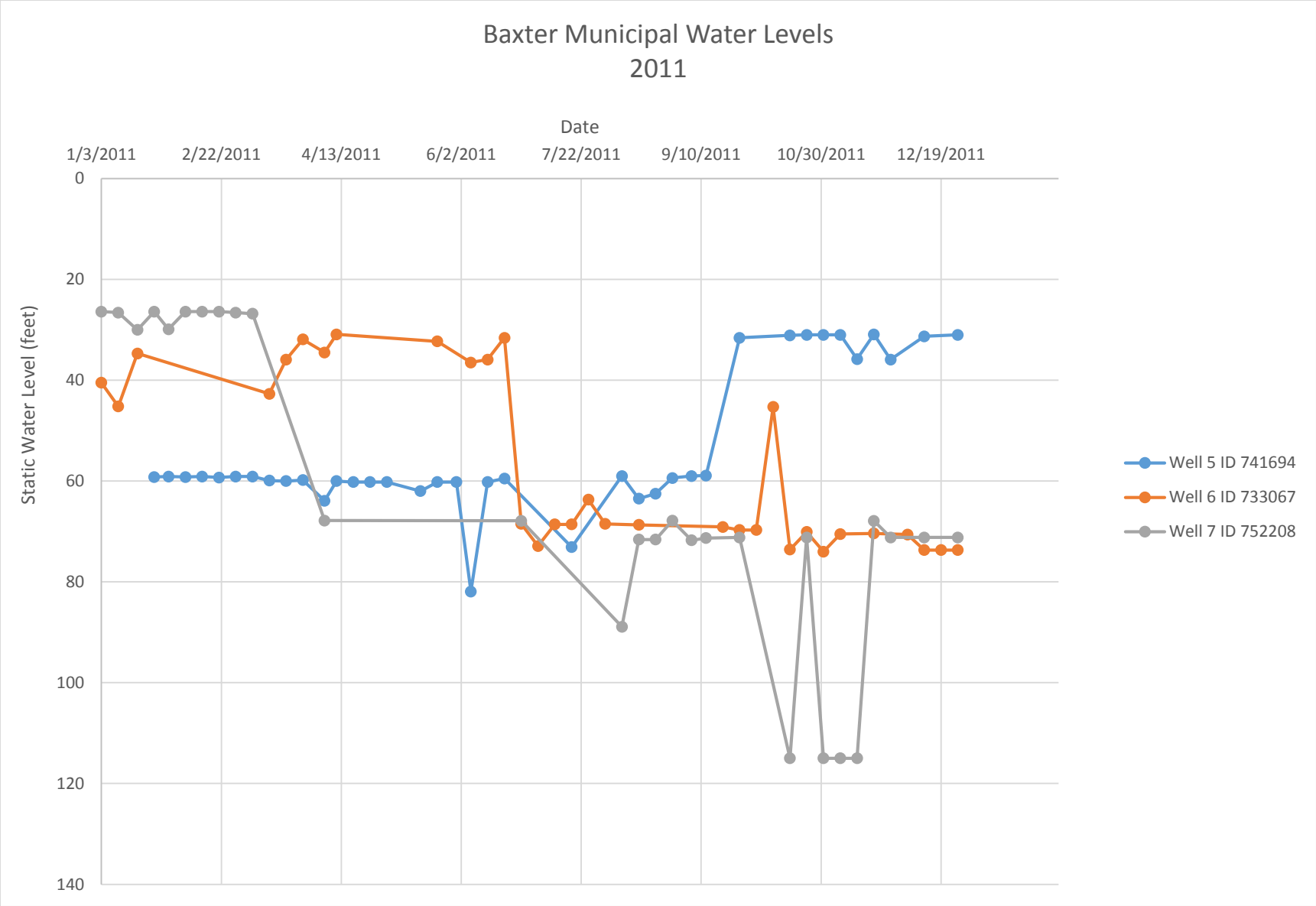
Appendix 3
Water Supply Well Water Level Graphs


Baxter Municipal Water Levels
2015
Date
01/01/15
02/20/15
04/11/15
05/31/15
07/20/15
09/08/15
10/28/15
12/17/15
24
29
34
39
44
49
Static Water Level (feet)
Well 4 ID 752207
Well 5 ID741694
Well 6 ID 733067
Well 7 ID 752208


Municipal Water Levels
2014
Date
01/01/14
02/20/14
04/11/14
05/31/14
07/20/14
09/08/14
10/28/14
12/17/14
Static Water Levels (feet)
24
26
28
30
32
34
36
Well 4 ID 752207
Well 5 ID 741694
Well 6 ID 733067
Well 7 ID 752208


Baxter Municipal Water Levels
2013
Date
01/01/13
02/20/13
04/11/13
05/31/13
07/20/13
09/08/13
10/28/13
12/17/13
02/05/14
Static Water Level (feet)
20
25
30
35
40
45
50
55
Well 4 ID 752207
Well 5 ID 741694
Well 6 ID 733067
Well 7 ID 752208


Baxter Municipal Water Levels
2012
Date
12/29/11
02/17/12
04/07/12
05/27/12
07/16/12
09/04/12
10/24/12
12/13/12
Static Water Level (feet)
25
30
35
40
45
50
55
60
Well 4 ID 752207
Well 5 ID 741694
Well 6 ID 733067
Well 7 ID 752208


Baxter Municipal Water Levels
2011
Date
1/3/2011
2/22/2011
4/13/2011
6/2/2011
7/22/2011
9/10/2011
10/30/2011
12/19/2011
Static Water Level (feet)
0
20
40
60
80
100
120
140
Well 5 ID 741694
Well 6 ID 733067
Well 7 ID 752208

Appendix 4
Capital Improvement Plan

City of Baxter
2016-2020 Five Year Capital Improvement Plan
12.01.2015*

R/U = Reconstuct street, add utilities N/C = New construction
FD = Full Depth Reclamation of street RC = Reconstruct street
MO = Mill and Overlay of street

Year			Improvement Project	Total Project Cost	Special Assmnts	Federal/ State Grants	MSA Funds	CWC Funding	Tax Increment Proceeds	Sales Tax Proceeds	Replacement Fund Funding	Collector Street Funding	Capital Parks Funding	Water Enterprise Funding	Sewer Enterprise Funding	Storm Enterprise Funding	Property Tax Levy Financing	Comments
2016	FD	A	Clearwater Rd - Dellwood to Golf Course	168,000	168,000													2015 SEH Est
2016	FD	B	Fairview Rd - 343' W of Memorywood to Inglewood	1,799,900	487,800					717,200							594,900	11.11.15 SEH F/S Est; based on highest option of widened street
2016	NC	C	Fairview Rd Trail - Art Ward to Inglewood	764,900													764,900	11.11.15 SEH F/S Est; incl. with Fairview proj; all trails option
2016	FD	D	Golf Course Dr - Excelsior to Woida (FD & RC)	1,305,400	914,200					391,200								2015 WSN F/S
2016	FD	E	Woida Rd - Golf Course to Dellwood	128,700	94,600												34,100	2013 B&M PMP w/PW 1.6 FDR conv from MO & 5% inflation
2016	FD	F	Dellwood Dr - Novotny to CSAH 49 (Baxter portion)	93,300	93,300													Est based on LRIP funding & Inglewood comparison
2016	MO	G	Glenwd, Madeline, John, Mary & S Cherrywd 613'	292,400	292,400													2013 B&M PMP study
2016	MO	H	Kenwood Dr - 493' N of Fairfax to terminus, Kenwood Ct and Donald St - Kenwood W to Knollwood	144,600	144,600													2013 B&M PMP study
2016	MO	I	Maplewood Drive (incl. Cemetery & OK Park)	156,400	116,900												39,500	2013 B&M PMP study
2016	MO	J	Southdale: Ashdale, Birchdale, Brentwood, Cedardale, First and Second (incl. Southdale Park)	694,000	680,800												13,200	2013 B&M PMP study
2016	N/C	K	College Right-Turn Lane at S Cypress Dr	224,500					224,500									Est based upon 2015 bid & current exp
2016		L	Lift Station Rehabilitation: Lift Station 8	136,000											136,000			PW provided lift station maintenance budget
2016		M	Lift Station 3 Reroute Improvements	559,000											559,000			Est 05-23-13 cost, incl add'l eng; does not incl add'l legal/acq RR
2016			Automatic Meter Reading (AMR)	1,100,000						1,100,000								Est budget
2016			Oscar Kristofferson Park Pavilion	250,000									250,000					Est budget
2016			TOTALS	7,817,100	2,992,600	-	-	-	224,500	2,208,400	-	-	250,000	-	695,000	-	1,446,600	

City of Baxter
2016-2020 Five Year Capital Improvement Plan
12.01.2015*

R/U = Reconstuct street, add utilities N/C = New construction
FD = Full Depth Reclamation of street RC = Reconstruct street
MO = Mill and Overlay of street

Year			Improvement Project	Total Project Cost	Special Assmnts	Federal/ State Grants	MSA Funds	CWC Funding	Tax Increment Proceeds	Sales Tax Proceeds	Replacement Fund Funding	Collector Street Funding	Capital Parks Funding	Water Enterprise Funding	Sewer Enterprise Funding	Storm Enterprise Funding	Property Tax Levy Financing	Comments
2017	MO	A	Marohn Road - CSAH 48 to 1,375' W	72,900	72,900													2013 B&M PMP study
2017	MO	B	Mountain Ash-Wedgewood to Parkwood, Parkwood-Wedgewood to 300' N, Lakewood & Wedgewood - Mt Ash to Lakewood	198,300	198,300													2013 B&M PMP study
2017	MO	C	Oak Street	88,200	88,200													2013 B&M PMP study
2017	MO	D	Circle Pines Road	78,800	78,800													2013 B&M PMP study
2017	MO	E	Dogwood Dr - Ind Pk Rd to College Rd and Goedderz Road - Dogwood to 926' W	186,800	186,800													2013 B&M PMP study
2017	MO	F	Basswood & Greenwood - Cypress to Cul-de-sac	72,000	72,000													2013 B&M PMP study
2017	FD	G	Industrial Pk Rd - 1,414' W of Dogwood to CSAH 48	597,700	542,100									5,500			50,100	2013 B&M PMP w/PW 1.6 FDR conv from MO & 5% inflation
2017	FD	H	Baxter Drive - TH 210 to 642' N	147,200	136,700												10,500	Est from 2013 B&M PMP-conv from sealcoat to FDR similar str
2017	FD	I	Excelsior Rd - Inglewood to 363' W of Edgewood	535,700	430,800												104,900	2013 B&M PMP w/PW 1.6 FDR conv from MO & 5% inflation
2017	N/C	J	Excelsior Intersection at Fairview/Edgewood	1,640,000	250,000		750,000			640,000								F/S needed; potential funding w/ TIF proceeds new redevelopment TIF district & area SA; est '15 Isle roundabout & 10/14/09 WSN Fairview est costs
	N/C	K	Fairview Road Extension to Excelsior	568,000	148,400	419,600												
2017	R/U	L	Camwood, Chestnut & South Sewer Interceptor	5,905,500	2,752,300					2,068,100				134,400	289,100		661,600	F/S underway; WSN est from 2013
2017		M	Lift Station Rehabilitation: Lift Station 10	136,000											136,000			PW provided lift station maintenance budget
2017	N/C	N	Commercial Area Storm Water Pond (Excelsior)	916,700		438,600				300,000						178,100		HDR/WSB 2014 study. Concept 1 plus land & trails allow
2017			TOTALS	11,143,800	4,957,300	858,200	750,000	-	-	3,008,100	-	-	-	139,900	425,100	178,100	827,100	

City of Baxter
2016-2020 Five Year Capital Improvement Plan
12.01.2015*

R/U = Reconstuct street, add utilities N/C = New construction
FD = Full Depth Reclamation of street RC = Reconstruct street
MO = Mill and Overlay of street

Year			Improvement Project	Total Project Cost	Special Assmnts	Federal/ State Grants	MSA Funds	CWC Funding	Tax Increment Proceeds	Sales Tax Proceeds	Replacement Fund Funding	Collector Street Funding	Capital Parks Funding	Water Enterprise Funding	Sewer Enterprise Funding	Storm Enterprise Funding	Property Tax Levy Financing	Comments
2018	MO	A	Emily Road, Emily Circle, Kelly Drive & Kelly Circle	194,400	194,400													2013 B&M PMP study
2018	MO	B	Northwood Drive	61,400	61,400													2013 B&M PMP study
2018	MO	C	Knollwood Drive - Foley Rd to CSAH 48	388,200	280,300												107,900	2013 B&M PMP study
2018	MO	D	Parkwood Dr - CSAH 48 to Mt Ash, Wedgewood Rd - Lakewood to N Wedgewood & Parkwood Ct	264,800	264,800													2013 B&M PMP study
2018	MO	E	Paris Road - Jasperwood to 408' W	23,800	22,100												1,700	2013 B&M PMP study
2018	MO	F	Cherrywood Dr - Excelsior to Edmonton	41,200	41,200													2013 B&M PMP study
2018	MO	G	Flintwood Drive	79,300	79,300													2013 B&M PMP study
2018	MO	H	Cedar Scenic Road - Bur Oak Dr to 590' E	31,300	31,300													2013 B&M PMP study
2018	FD	I	Fairview Rd - Inglewood to 1,185' E of Elder	503,400	251,700												251,700	*add trail on west section within city's add'l ROW?*
2018	FD	J	Memorywood Drive - Fairview to Clearwater	1,093,400	808,400												285,000	2013 B&M PMP w/PW 1.6 FDR conv from MO & 5% inflation
2018	FD	K	College Road - TH 371 to Cypress Dr	536,000	362,800												173,200	2013 B&M PMP w/PW 1.6 FDR conv from MO & 5% inflation
2018	NC	L	Cypress Drive - RR to Excelsior Rd	4,616,800						2,234,000		2,382,800						SEH 12/31/13 estimate; excludes ROW acq
2018	NC	M	Cypress Railroad Crossing (50' both sides)	654,700		429,900	-			224,800								SEH 12/20/13 estimate
2018	NC	N	Cypress Drive - RR to College Rd	3,789,000			1,100,000			1,520,000		1,169,000						SEH 12/31/13 est; excludes ROW acq - borrow ahead 2 yrs
2018		O	North Water Tower: Reconditioning & Painting	900,000										900,000				KLM eng 2014 est
2018		P	Lift Station Rehabilitation: Lift Station 11	106,000											106,000			PW provided lift station maintenance budget
2018			TOTALS	13,283,700	2,397,700	429,900	1,100,000	-	-	3,978,800	-	3,551,800	-	900,000	106,000	-	819,500	

City of Baxter
2016-2020 Five Year Capital Improvement Plan
12.01.2015*

R/U = Reconstuct street, add utilities N/C = New construction
FD = Full Depth Reclamation of street RC = Reconstruct street
MO = Mill and Overlay of street

Year			Improvement Project	Total Project Cost	Special Assmnts	Federal/ State Grants	MSA Funds	CWC Funding	Tax Increment Proceeds	Sales Tax Proceeds	Replacement Fund Funding	Collector Street Funding	Capital Parks Funding	Water Enterprise Funding	Sewer Enterprise Funding	Storm Enterprise Funding	Property Tax Levy Financing	Comments
2019	NC	A	Cypress Drive - CSAH 48 to Hinckley	930,800	518,500					100,000		268,600		12,200			31,500	2011 eng est w/ ROW allow
2019	RC	B	Cypress Drive - Hinckley to College	960,000						480,000		480,000						prior eng est
2019	NC	C	Cypress Drive Roundabout Intersection at CSAH 48	1,600,000				720,000		880,000								Est based upon '15 Isle proj w/ PW 5% annual infl & land allow
2019	FD	D	Excelsior Rd - 363' W of Edgewood to Cypress Dr	561,500	475,300												86,200	2013 B&M PMP w/PW 1.6 FDR conv from MO & 5% inflation
2019	U/N	E	16" Water Main Ext - CSAH 48 to E Water Tower	740,000						500,000				240,000				'13 WSN est; f/s update needed; potential SA w/ development
2019	N/C	F	New Water Well	140,000										140,000				PW est; moved from 2016 to 2019
2019		G	Lift Station Rehabilitation: Lift Station 12	111,000											111,000			PW provided lift station maintenance budget
2019			**TOTALS**	**5,043,300**	**993,800**	-	-	**720,000**	-	**1,960,000**	-	**748,600**	-	**392,200**	**111,000**	-	**117,700**	
2020	FD	A	Forthun Road - Isle to Elder	50,700	50,700													2013 B&M PMP w/PW 1.6 FDR conv from MO & 5% inflation
2020	R/U	B	Lynndale Dr & Lynndale Ln - Clearwater to Woida	1,332,900	849,700									135,700	111,800		235,700	Est from WSN 2009 cost estimates with est inflation
2020	N/C	C	Inglewood Dr Intersection Improvements at TH 210															2009 WSN est w/ inflation
			Inglewood Dr/Foley Rd Intersection & RR Crossing	882,700		303,000				579,700								
			Inglewood Drive Intersection with TH 210	530,900		308,000				222,900								
			Knollwood Drive Reconfiguration	206,600		37,600				169,000								
2020	FD	D	Foley Road - CSAH 48 to Elder Drive	986,800	384,400												602,400	2013 B&M PMP w/PW 1.6 FDR conv from MO & 5% inflation
2020	N/C	E	North Perch Lake Water and Sewer Utilities	409,700	409,700													F/S update needed; est from 2000 f/s, Finance updated unit prices '15 Isle w/ 16% Inflator to 2020 (PPI 8% last five years)
2020		F	Lift Station Rehabilitation: Lift Station 13	106,000											106,000			PW provided lift station maintenance budget
2020			**TOTALS**	**4,506,300**	**1,694,500**	**648,600**	-	-	-	**971,600**	-	-	-	**135,700**	**217,800**	-	**838,100**	
2016-2020 TOTALS				**41,794,200**	**13,035,900**	**1,936,700**	**1,850,000**	**720,000**	**224,500**	**12,126,900**	-	**4,300,400**	**250,000**	**1,567,800**	**1,554,900**	**178,100**	**4,049,000**	

***Based upon 2013 Pavement Management Plan figures, engineer's estimates of projects updated for construction inflation, and other studies to determine approximate project costs, funding sources and schedule of improvements. Further engineering analysis on specific projects is necessary closer to the scheduled improvement year to determine specific total project costs, special assessments if applicable, and other funding sources. Figures are subject to change.**

City of Baxter
2016-2020 Five Year Capital Improvement Plan
12.01.2015*

R/U = Reconstuct street, add utilities N/C = New construction
FD = Full Depth Reclamation of street RC = Reconstruct street
MO = Mill and Overlay of street

Year	Improvement Project	Total Project Cost	Special Assmnts	Federal/ State Grants	MSA Funds	CWC Funding	Tax Increment Proceeds	Sales Tax Proceeds	Replacement Fund Funding	Collector Street Funding	Capital Parks Funding	Water Enterprise Funding	Sewer Enterprise Funding	Storm Enterprise Funding	Property Tax Levy Financing	Comments
	Equipment															
2016	Parks 60" Mower Replacement	12,100							12,100							
2016	Public Works Admin Truck Replacement	31,500							31,500							
2016	PW Dump Trailer	10,400													10,400	
2016	PW & Parks Skidsteer with Attachments New	72,000							72,000							
2016	Police Squad 368 Replacement	40,500							40,500							
2016	Police Squad 365 Replacement	40,500							40,500							
2016	Police Squad 367 Replacement	40,500							40,500							
2016	Sewer Emergency Generator Addition	45,000											45,000			
2016	Sewer SCADA/Computer Equipment Upgrades	13,000											13,000			
2017	IT City Servers Replacement	20,000							20,000							
2017	Parks 3/4 Ton Truck w/ Plow Replacement	37,500							37,500							
2017	Parks Fertilizer Cart Spreader/Sprayer New	6,900							6,900							
2017	Parks Infield Mower Replacement	15,800							15,800							
2017	Parks Utility Vehicle/Work Cart Replacement	9,200							9,200							
2017	Public Works Admin Truck Replacement	26,500							26,500							
2017	Public Works Truck New	37,500							37,500							
2017	Police Squad 362 Replacement	40,500							40,500							
2017	Police Squad 364 Replacement	40,500							40,500							
2018	Parks 60" Mower w/ Bagger Replacement	12,800							12,800							
2018	Police Squad 361 Replacement	40,500							40,500							
2018	Storm Water Tractor with Mower Attach Replacement	75,000												75,000		
2019	Parks 12 Foot Mower Replacement	12,600							12,600							
2019	Parks 3/4 Ton Truck w/ Plow Replacement	35,000							35,000							
2019	Parks Grounds Master Mower Replacement	11,500							11,500							
2019	Public Works One-Ton Crane Truck Replacement	84,000							84,000							
2019	Public Works Truck Replacement	36,000							36,000							
2019	Police Squad 368 Replacement	42,500							42,500							
2019	Police Squad 363 Replacement	42,500							42,500							
2020	Parks 3/4 Ton Truck w/ Plow Replacement	35,000							35,000							
2020	Parks Utility Tractor Replacement	39,000							39,000							
2020	Sewer Emergency Generator Replacement	50,000											50,000			
2020	Police Squad 365 Replacement	42,500							42,500							
2020	Police Squad 367 Replacement	42,500							42,500							

Appendix 5
Emergency Telephone List

Emergency Contacts

Name	Title	Phone Number
Kevin Cassady	Public Works Supervisor	218.838.5279
Trevor Walter	Public Works Director	218.838.5281
Jim Exsted	Chief of Police - Baxter	218.454.5090
Tim Holmes	Fire Chief - Brainerd	218.828.2312
North Memorial Ambulance	Ambulance	218.829.8767
Duty Officer	MN Department of Health	800.422.0798
Duty Officer	MPCA – Duty Officer	800.422.0798
Duty Officer	MN State Police	800.422.0798
Duty Officer	National Guard	800.422.0798
Brainerd Dispatch	Brainerd Dispatch	218.829.4705
John Bowen	Emergency Management Director-CWC	218.829.4749

Appendix 6
Cooperative Agreements for Emergency Services

BRAINERD/BAXTER

WHOLESALE WATER SALES AGREEMENT

THIS AGREEMENT made and entered into this 5th day of June, 2001, by and between the City of Brainerd, a municipal corporation and its Public Utilities Commission, hereinafter referred to as "Brainerd", and the City of Baxter, a municipal corporation and its Utilities Commission, hereinafter referred to as "Baxter".

WITNESSETH:

WHEREAS, it is deemed desirous by the governing bodies of Brainerd and Baxter for Brainerd to sell, and Baxter to buy water produced from the water works system of Brainerd; and

WHEREAS, the water works system of Brainerd produces water in quantities sufficient to meet the needs of Brainerd and the obligations of this Agreement;

WHEREAS, Brainerd has reserve water capacity and has identified that it is mutually beneficial to sell water to Baxter;

WHEREAS, Baxter is willing to commit to purchase and rely on the Brainerd's reserve capacity;

NOW, THEREFORE, it is mutually agreed as follows:

1. General

   Brainerd agrees to sell, to Baxter, water from its water works systems for the use of Baxter in accordance with the terms and conditions hereinafter provided.

2. Supply of Water

   Brainerd agrees to furnish the water requirements of Baxter for domestic, commercial, and fire protection purposes under normal static pressure in its mains at a single point of connection with Baxter. Water furnished under this Agreement shall not to exceed 300,000,000 gallons per year. All water provided to Baxter in excess of 300,000,000 gallons annually shall be billed at the highest rate on the water rate schedule then in effect.

3. Water Quality

The quality of water furnished to Baxter shall be the same treated water supplied by Brainerd to its other consumers and shall meet State Health Department standards. Chlorination of the water supply as furnished by Brainerd shall be the responsibility of Baxter.

4. Point of Delivery

"Point of Delivery" shall be defined as the location where Baxter connects, for purposes of receiving water, to Brainerd's water distribution system. Baxter shall make investments in, and retain title to, all facilities necessary for the conveyance, storage, if storage is provided, and distribution of water from the point of delivery.

5. Measurement

All water provided pursuant to this Agreement shall be measured by a single master meter to be furnished and maintained by Brainerd at its own cost and expense. This master meter will be located where the two systems interconnect at County Road 48 and Baxter Industrial Park Road. Brainerd shall be given reasonable access to the master meter for meter reading and meter maintenance purposes.

6. Water Rate Schedule

Baxter shall be billed monthly for the basic charge and commodity charges in accordance with the standard commercial rate schedule, plus any applicable taxes.

7. Rate Increases

The monthly billing rate for water sold by Brainerd to Baxter may be increased annually by October 1st with rate increases effective January 1 of the following year. Such increase shall be based upon increased cost of construction, operation, maintenance and repairs of Brainerd's water production, transmission, treatment and distribution systems including the associated administrative costs. Any rate increases to Baxter shall be the same as those which may be applied to similar consumers within the City of Brainerd.

8. Meter Reading and Billing

Meter reading and billing for services provided under this Agreement shall be in accordance with current BPUC practices as established by the BPUC and are subject to change at any time by resolution as may be adopted by the BPUC. However, payments for billed services shall be made to the BPUC on or before the due date as noted on the bill. Failure of Baxter to make such payments when due will subject Baxter to suspension of service as stated in Article 13 of this Agreement.

9. Operations

Baxter shall construct, own, operate and maintain, at no expense to Brainerd, its entire water distribution system and storage facilities necessary to supply water to its consumers from the point of delivery to and within Baxter. This shall include compliance with applicable Minnesota Department of Health rules and regulations. Baxter shall repair water main breaks and service leaks in a timely manner. Flushing of Baxter's water system shall be coordinated with Brainerd's water department if at the time Baxter is using water supplied by Brainerd pursuant to this agreement. Baxter, in a timely manner, shall notify Brainerd in the event of high water demand situations such as fighting fires, watermain flushing and watermain breaks.

10. Supplemental Water Production

This agreement shall not preclude Baxter from producing and distributing water from its own wells or developing new production wells.

11. Amendment, Modification, or Waiver

No amendment, modification or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or their duly authorized representative, and specifying the particularity of the extent and nature of such amendment, modification, or waiver. Any waiver by a party of any breach or default of this Agreement shall not impair or prejudice any right arising from any other breach of default.

12. Water Conservation

Any water restrictions or conservation programs imposed upon Brainerd's retail consumers by Brainerd shall be simultaneously imposed upon Baxter Consumers in the event that Baxter is using water supplied by Brainerd pursuant to this Agreement.

13. Suspension of Service

Brainerd shall have the right to suspend water service to Baxter for any default or breach of the Agreement by Baxter, but no such suspension will be made by Brainerd without thirty (30) days written notice, excluding Sundays and legal holidays, to Baxter, stating what in particular in the Agreement has been violated. Baxter shall within that 30 days submit a plan to correct the "Breach of Agreement". If a mutual Agreement cannot be reached the remedies provided in Article 10 shall apply.

When necessary to make repairs to or changes in its lines or system, Brainerd may, without incurring any liability therefore suspend service for such periods as may be necessary, and in such events, Baxter would be notified immediately. Further, Brainerd shall not incur any liability for interruptions in service which result from failure of supply, inability to secure processing materials, breakdown or damage to processing, pumping, transmission or distribution facilities, acts of war, sabotage, work stoppage, labor disruptions, natural disasters, acts of God or other conditions or circumstances beyond the authority or ability of Brainerd to control.

14. Remedies for Violation

In the event of any substantial, continuing violation of the terms and conditions of this Agreement on the part of Brainerd or Baxter, the aggrieved party, after first giving reasonable written notice and affording reasonable opportunity to correct such violation, may submit said grievance for binding arbitration, or may institute such action or proceeding, at law or in equity, as may be considered by it upon advice of counsel to be effective for the enforcement of this Agreement, whether in the nature of mandamus to compel the proper officers to perform duties imposed upon the parties of this Agreement, or for such other relief, without limitation, as may be deemed necessary or proper by any court of competent jurisdiction.

15. Duration of Agreement

This agreement shall be effective until such time as either Brainerd or Baxter terminates it. Either party shall have the right to terminate this Water Sales Agreement with three years written notice.

16. Review and Notification of Capacity Requirements

Baxter shall annually by November 1 provide Brainerd a Projected Five-Year Water Report outlining the following information: Five year water consumption projections by month and identifying the highest peak daily demand volume anticipated in the coming year. In the event that monthly consumption projections change because of unforeseen circumstances, Baxter shall submit a revised interim Water Report to Brainerd.

The purpose of the report is to provide consumption information to allow Brainerd to determine if Brainerd has sufficient reserve capacity to sell water to Baxter pursuant to this agreement.

17. Indemnification

The parties hereto agree to indemnify and save one another harmless from any and all claims or demands for damages arising out of or which may result from the use of the water supplied or the failure to supply water pursuant to this Agreement and from the use, construction, installation, maintenance and repair of their facilities or equipment as set forth in this Agreement. All parties agree to give one another prompt notice of any such claims or actions.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first above written.

CITY OF BRAINERD, a Municipal Corporation,

By: James E. Wallin

Mayor James E. Wallin

Attest: Dan J. Vogt

City Administrator Dan J. Vogt

BRAINERD PUBLIC UTILITIES, a Municipal Corporation

By: Bonnie K. Cumberland

President Bonnie K. Cumberland

Attest: Gary D. Johnson

Commission Secretary Gary D. Johnson

CITY OF BAXTER, a Municipal Corporation

By: Gary Muehlhausen

Mayor Gary C. Muehlhausen

Attest:

City Administrator Larry R. Kruse

BAXTER PUBLIC UTILITIES, a Municipal Corporation

By: R C Houle

Chairman Robert C. Houle

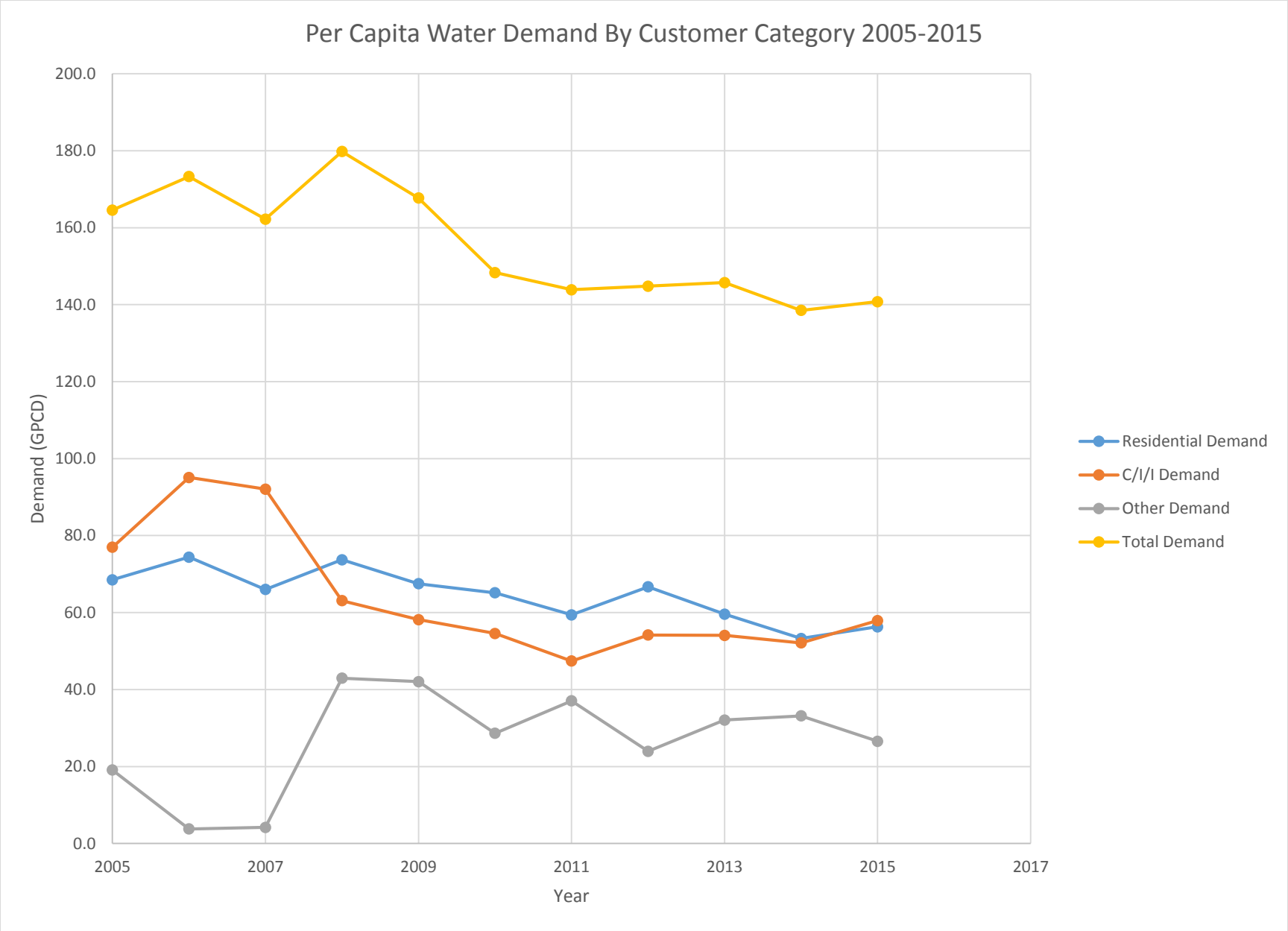
Attest: Larry R Kruse

City Administrator Larry R. Kruse

Appendix 7
Municipal Critical Water Deficiency Ordinance

The City of Baxter does not have a Municipal Critical Water Deficiency Ordinance at this time. A Municipal Critical Water Deficiency Ordinance will be presented to the City of Baxter Council within six (6) months of the adoption of this plan.

Appendix 8
Graph showing annual per capita water demand for each customer category during the last ten-years


Per Capita Water Demand By Customer Category 2005-2015
Demand (GPCD)
200.0
180.0
160.0
140.0
120.0
100.0
80.0
60.0
40.0
20.0
0.0
2005
2007
2009
2011
2013
2015
2017
Year
Residential Demand
C/I/I Demand
Other Demand
Total Demand

Appendix 9
Water Rate Structure

City of Baxter

2016 Rates

Residential Water	**Monthly Rate**
Base charge	$10.78
Rate per thousand gallons	$2.82
Residential Sewer	
Base charge	$13.02
Rate per thousand gallons	$3.64
Commercial Water	
Base charge	$25.65
Rate per thousand gallons	$2.82
Commercial Sewer	
Base charge	$26.02
Rate per thousand gallons	$3.64
Irrigation Rate - metered with no base charge	
Rate per thousand gallons	$2.82
No connection/disconnect	
Non-User Charges	
Water non-user charge	$24.88
Sewer non-user charge	$31.22
Water Plant Charge	
Residential and residential irrigation	
Up to 15,000 gallons	$3.00
15,001 + gallons	$9.00
Commercial and commercial irrigation	
Up to 15,000 gallons	$4.50
15,001 - 30,000 gallons	$9.00
30,001 - 75,000 gallons	$18.00
75,001 - 200,000 gallons	$27.00
200,001 - 400,000 gallons	$60.00
400,001 + gallons	$120.00
Minnesota Water Test Fee*	$0.53

Storm Water*

Residential - $2.21 per month included on monthly City utility bill. For residents billed annually, the amount of $26.52 is billed in June.

Commercial - $0.011 per square foot of impervious surface per year (billed monthly).

Other Fees	
Disconnect/activation fee	$15.00
Delinquent account reconnection fee	$50.00
Meter reading fee (City reads meter after two consecutive estimates)	$25.00
Late payment fee - 10% of unpaid balance each month	

*Please note: Storm water and MN test fee will be charged monthly even if water service is shut off.

Summer Sewer Rates

The residential summer sewer rate is calculated by the average usage of the 3 winter months of October, November and December and charging that average for sewer during the months of June, July and August. This rate is reflected on the July, August and September bills. As an alternative, the City encourages residential customers who irrigate outside to purchase a separate irrigation water meter. For irrigation meter usage, customers are charged the irrigation rate for outdoor water usage only and sewer charges do not apply.

The following information is to clarify questions you may have regarding the meter reading that you as a residential home occupant are responsible to submit each month with your utility payment. Please understand that the only way the City can accurately bill you for water usage is to receive this reading from you monthly. If the City has to estimate your meter reading there will be no adjustment due to over or under charging you for that particular month. If the estimate is high, you will be charged the minimum until the usage is satisfied. If the estimate is low, you will have to pay the difference when the accurate reading is received. If the City has to read your residential meter after two months of estimates, a $25.00 charge will apply. Estimates are indicated on the monthly billing statement with an E after the reading.

* The **inside** meter is the most accurate - if you are reading a remote on the outside, please compare to your inside meter occasionally for accuracy. If there is presently a large difference, (over 10,000 gallons) please notify the City.

* The water meter reads like your car odometer. Read all the digits from left to right including all stationary zeros. Residential meters have seven digits.

* The utility bill is due by the 10th of each month, so the meter should be read between the 1st and the 10th of the month. **Reading the meter on the same day each month** establishes an accurate history that is helpful in determining problems, such as a toilet stool running or a leak in the line. If you pay your utility bill electronically or by autopay, you may enter your meter reading online at **www.baxtermn.gov**, email: ub@baxtermn.gov, or call 218.454.5121.

If you have further questions, please call Utility Billing at 218.454.5121.

Trevor Walter - Public Works Director	218.454.5110
Kevin Cassady - Public Works Supervisor	218.454.5116
Utility Billing	218.454.5121
Gopher State One Call	800.252.1166

<u>City Council</u>
Mayor Darrel Olson
Quinn Nystrom
Steve Barrows
Todd Holman
Mark Cross

<u>Utilities Commission</u>
Rock Yliniemi, Chairman
Dave Franzen
Shawn Crochet
Doug Wolf
Jack Christopherson
Council Liaison Mark Cross

Appendix 10
Adopted or proposed regulations to reduce demand or improve water efficiency

Adopted Regulations

The City of Baxter has implemented a water billing rate structure that increases billing rates based on monthly water consumption class. The details of this rate structure are detailed in Appendix 9.

Proposed Regulations

An ordinance for the adoption of a municipal critical water deficiency ordinance will be submitted to the City Council of the City of Baxter within six months of the adoption of this plan by the City Council.

Appendix 11
Implementation Checklist – summary of all the actions that a community is doing, or proposes to do, including estimated implementation dates

Implementation Checklist	
Action	**Timeline**
Water Treatment Plant trough refurbishment	Estimated completion 2017
Installation of 3000 automated water readers.	Estimated completion by October 31, 2016
Leak Checks	Performed on-site as needed. Annual record revision
Adoption of a Municipal Water Deficiency Ordinance	Plan to be submitted to the Baxter City Council within six (6) months of this plan being adopted.
Record keeping training for city staff	2020