UTILITIES COMMISSION MEETING AGENDA

Wednesday, July 08, 2026 at 5:30 PM

Baxter City Hall, 13190 Memorywood Drive, Baxter, MN

"A Growing Community"

CALL TO ORDER

ROLL CALL

CONSENT AGENDA

1. Approve the Utilities Commission Minutes from June 3, 2026

BUSINESS ITEMS

2. Approve Entering into the Memorandum of Agreement between Crow Wing County and the City of Baxter Regarding Annual Outdoor Warning Siren Maintenance Services

3. Crow Wing Power Right-of-Way Easement for Lift Station No. 27

4. 2027 CSAH 48 (Highland Scenic Road) Trail Connection Project Monthly Update

5. Approve the Construction Cost Share and Maintenance Agreement Between Crow Wing County and the City of Baxter for the 2026 CSAH 48 Trail (Highland Scenic Road) Trail Connection Project, Municipal Project No. 4140

6. 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Monthly Update

7. Approve the RL Larson Excavating, Inc. Partial Pay Estimate No. 1 in the amount of $562,271.93 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Utility & Street Improvements Project, Municipal Project No. 4068

8. 2025 Water Supply Improvements - Wells 5 & 6 Monthly Update

9. Approve Pratt's Affordable Excavating Inc. Partial Pay Estimate No. 10 in the amount of $17,778.36 for work completed on Contract B related to the 2025 Water Supply Improvements – Wells 5 & 6, Municipal Project No. 6011-45040

10. Water Treatment Plant HVAC Improvements Project Monthly Update

11. Accept "Ventilation Assessment for Water Treatment Plant" Report

12. Approve Budget Request for 2027 Improvements related to Water Treatment Plant HVAC Project report

13. Approve SEH Fee Amendment No. 1 in the Not To Exceed Amount of $23,278.00 with a revised Total Not to Exceed Amount of $80,570.00 for Additional Professional Services related to Water Treatment Plant HVAC Project

14. Approve the SEH Topographic Survey and Soils Investigation Services Contract in the Not to Exceed Amount of $54,000.00 for the 2027 College Road and Douglas Fir Drive/ Industrial Park Road Intersection Improvements project

15. 2026 Lift Station 11 Service Area Smoke Testing Project Update

16. Accept the 2026 Lift Station No. 11 Service Area Smoke Testing Report

17. Approve the 20-Year Maintenance Plan (2027-2046) for Sanitary Sewer and Stormwater Lift Stations

18. 2027 Fairview Road Extension to Excelsior Road Project Monthly Update

19. Approve the Widseth Contract Amendment No. 2 in the Not to Exceed Amount of $22,000.00 for the 2027 Fairview Road/Forest Drive Extension to Excelsior Road Project

20. 2025 Design Road & TH 371 Stormwater Improvements Project Monthly Update

21. Approve the J.R. Ferche, Inc Change Order No. 4 in the Increased Amount of $227,208.52 and amend the project budget from $3,589,186.15 to $3,763,882.26 for the 2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135

22. Approve the J.R. Ferche, Inc Partial Pay Estimate No. 7 in the amount of $245,847.02 for the 2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135

23. 2025 Commercial Full Depth Reclamation Improvements Project Monthly Update, Municipal Project 4425

24. Approve the Anderson Brothers Construction Final Pay Estimate No. 6 in the amount of $50,445.14 for the 2025 Commercial Full Depth Reclamation Improvements Project, Municipal Project Number 4425, contingent on 70% turf establishment and receiving the IC-134 documents

25. 2027 Mill & Overlay, Full Depth Reclamation and Reconstruction Improvements, Project Monthly Update

26. Approve the Widseth Fee Amendment in the Not to Exceed Amount of $28,500 for Professional Engineering Services for the 2027 Mill & Overlay and Full Depth Reclamation Improvements Feasibility Report

27. Approve the Widseth Proposal for Professional Engineering Services for Road Evaluation in the Not to Exceed Amount of $6,400.00 for the 2028 Mill & Overlay & Full Depth Reclamation Improvements Project

28. Approve the Widseth Fee Amendment for Professional Engineering Services in the amount of $100,045.00 for the 2024-2026 Feasibility Report Services

29. Approve the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of $13,200.00 for the Lift Station 16 Generator

30. Whiskey Creek Pedestrian Bridge Discussion

31. Drought Warning Phase: Mississippi-Headwaters and Missouri-Big Sioux Watersheds

INFORMATIONAL ITEMS

32. 2022 Trunk Highway 210 & Inglewood Drive Railway Crossing Improvements Project Update - Municipal Project No.: 4121

33. 2023 Knollwood Drive Improvements Project Monthly Update

34. 2024 Mill & Overlay and Full Depth Reclamation Improvements Project Monthly Update

35. 2026 AWIA RRA & ERP Recertification Monthly Update

36. 2026 Micro Surfacing Project Update

37. 2026 Mill & Overlay Improvements Project, Project Monthly Update

38. Foley Road and Isle Drive/Forthun Road Intersection Improvements Project Monthly Update

39. Elder Drive & Foley Road Intersection Improvements Project Monthly Update

40. Eagle Drive Area Improvements Project Monthly Update

41. Evergreen Drive/Douglas Fir Drive Traffic Impact Study Monthly Update

42. Evergreen Drive Improvements and Southeast Baxter Stormwater Overflow Improvements Project Monthly Update

43. Holiday Station Store Contamination Project Monthly Update

44. Industrial Park Road FDR and Stormwater Improvements Project Monthly Update

45. Inglewood Drive to Garrett Lane Flood Overflow Control Monthly Update

46. Lake Forest Road Senior Living Traffic Review Monthly Update

47. Lift Station No. 18 Reconstruction Project Monthly Update

48. Mercury Minimization Project Monthly Update

49. TH 371/TH 210 Interchange Utility Modifications Monthly Update

50. Wastewater Treatment Plant Charges for May 2026

51. Wastewater Treatment Plant Charges for June 2026

52. Whiskey Creek Planting Plans Project Monthly Update

ADJOURN

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Utilities Commission Minutes from June 3, 2026

Acceptance Required: Simple Majority Vote

BACKGROUND

The minutes from the June 3, 2026 Utilities Commission Meeting have been prepared and are ready for approval.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATIONS

Staff recommends approval of the Utilities Commission Minutes from June 3, 2026.

COUNCIL ACTION REQUESTED

MOTION to approve the Utilities Commission Minutes from June 3, 2026.

BAXTER

"A Growing Community"

UTILITIES COMMISSION MEETING MINUTES

Wednesday, June 03, 2026 at 5:30 PM

Baxter City Hall, 13190 Memorywood Drive, Baxter, MN

CALL TO ORDER

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

ROLL CALL

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

Members Absent: None.

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

Other Present: Developer Jeff Bruce, Developer Derrick Taylor, R.L. Larson Representative Matt John, Bolton & Menk Consulting Engineer Bryan Drown, SEH Consulting Engineers Scott Hedlund and Neil Heinonen, WiDSETH Consulting Engineers Alex Bitter and Civil Engineer in Training Avery Mulholland.

CONSENT AGENDA

1. **Approve the Utilities Commission Minutes from May 6, 2026**

   MOTION by Commissioner Stenberg, seconded by Commissioner Brenny to approve the Utilities Commission minutes from May 6, 2026. Motion carried unanimously.

BUSINESS ITEMS

2. **Recommend Planning and Zoning Commission Approve Chick-Fil-A Conditional Use Permit Amendment with the Conditions listed in the Staff Recommendation**

   Public Works Director/City Engineer Walter informed the commission that Chick-Fil-A submitted a Conditional Use Permit (CUP) that was approved in July of 2025. They are now submitting an amendment to their CUP and have submitted a revised site plan to modify their current approval.

   The layout is to address site access. They are proposing to shift the building to the north and provide a new access from the east on the south side of the building. The updated site plan relocates the trash enclosure from the northeast side of the building to the southwest side of the building.

   Staff recommends the Utilities Commission approve the CUP contingent on the following:

   - Enter into a Stormwater Facilities Maintenance Agreement prior to issuing a building permit.
   - Enter into an Escrow Agreement prior to issuing a building permit.

MOTION by Commissioner Stenberg, seconded by Commissioner Brenny to recommend the Planning & Zoning Commission approve the Chick-fil-A Conditional Use Permit Amendment with the conditions listed in the staff report. Motion carried unanimously.

3. Approve the 2026 Novotny Road Improvements Project Plans

Assistant City Engineering reviewed the revised plans for the 2026 Novotny Road Improvements and noted that the Developers where in the audience to answer any questions or concerns. This was a carryover from the May meeting.

Once again, Commissioner Christofferson expressed his concerns on the plan set. Mr. Thompson stated that SEH has been contracted to review the roundabout, stormwater, electrical along with the rest of the civil plans and noted this was a pass-through cost.

Mr. Thompson stated he has been through the plans and has several minor comments such as the following items:

- Page C-17 the sanitary sewer manhole #2 was incorrect.
- Page C-18 sanitary sewer manhole #5 does not exist
- Invert wrong on the storm sewer

Mr. Thompson stated with the review from SEH and the current plan comments he is confident that everything will be addressed and will have a good plan set to use for construction. Staff will not issue a permit until final plans are approved.

Public Works Director/City Engineer Walter stated that he reviewed the plans this afternoon and some clean-up is needed; however, it is not substantial. Council Liaison Cross inquired on who is paying for the review. Mr. Walter stated it is being charged back to the Developer so the cost is not passed on to the taxpayers.

MOTION by Commissioner Wolf, seconded by Commissioner Stenberg to recommend City Council approve the 2026 Novotny Road Improvements Project Plans contingent on final approval by the Public Works Director/City Engineer. Motion carried unanimously.

4. Accept the ASTECH Corporation bid in the amount of $602,415.58 for the 2026 Micro Surfacing Project

Bolton & Menk Consulting Engineer Drown reviewed the project area consisting of 5.2 miles of city streets consisting of:

- Baxter Drive north of TH 210, Conservation Drive, and Fairview Road from Conservation Drive to Baxter Drive.
- Excelsior Road from Inglewood Drive to roundabout at Edgewood Drive and Cypress Drive east to the city limit
- Edgewood Drive from Excelsior Road to Woida Road
- Dellwood Drive from Design Road to 400 feet north of Woida Road and Whispering Woods Lane to Wise Road (CSAH 49).

Two bids were received and are listed below:

- ASTECH Corporation $602,411.18
- Fahrner Asphalt $695,059.20
- **Engineer's Estimate of Construction $657,065.20**

All bids conformed to the plans, specifications and advertisement. One mathematical error was found in the ASTECH bid that increased their bid amount by $4.40 to a total of $602,415.58. The low bid is approximately 8.3% lower than the Engineer's estimate of $657,065.20.

On the north end of Dellwood Drive the east half of the street for a quarter mile south of Wise Road (CSAH 49) is in the City of Brainerd. The City of Brainerd has agreed to participate in the project for this segment which equates to 3% of the project.

Based on the bid results, the construction cost to complete the street segments identified for 2026 is $602,415.58 and the engineering cost is $59,312.00 for a total project cost of $661,727.58. The 2026 City of Baxter portion of the project is $641,379.22 and City of Brainerd portion is $20,348.36.

MOTION by Commissioner Stenberg, seconded by Commissioner Brenny to recommend City Council accept the ASTECH Corp. bid in the amount of $602,415.58 for the 2026 Micro Surfacing Project. Motion carried unanimously.

5. 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Monthly Update

SEH Consulting Engineer Heinonen noted that construction is underway on Brentwood Circle and Lynndale Drive.

6. 2027 Foley Road and Isle Drive/Forthun Road Intersection Improvements Project Monthly Update

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

7. 2027 Foley Road and Isle Drive/Forthun Road Intersection Improvements Project Layout Review

SEH Consulting Engineer Hedlund informed the commission SEH staff have been working on roadway layouts before the final design. This preliminary work has been submitted to MnDOT for their comments.

Commissioner Brenny inquired whether a bike and pedestrian trail would be constructed on Isle Drive. Commissioner Wolf said he would like to see the trail included in the feasibility report. Public Works Director/City Engineer Walter stated that a trail hadn't been addressed at this time; however, it could be included in the Feasibility Report.

8. 2028 Elder Drive & Foley Road Intersection Improvements Project Monthly Update

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

9. 2028 Elder Drive & Foley Road Intersection Improvements Layout Review

SEH Consulting Engineer Hedlund informed the commission SEH staff have been working on roadway layouts before the final design. This preliminary work has been submitted to MnDOT for their comments.

Commissioner Stenberg inquired on have a dedicated left turn lane for the north entrance of Costco so traffic turning right wouldn't get stuck waiting since Elder Drive is heavily traveled. Public Works

Director/City Engineer Walter stated that the project team and staff are looking into traffic counts and will review the need for a dedicated left and right turn lanes from Costco's parking lot on Elder Drive.

Mr. Hedlund noted that permanent easements will be needed from Home Depot and a temporary easement from Costco. The realignment of Elder Drive at the Foley Road intersection is one of the City projects. It is a direct result of the need to close the Elder Drive at-grade railroad crossing in conjunction with the overpass project. It is anticipated that these roadway and utility improvements would be bid and constructed as a separate City project with contract provisions requiring close coordination with MnDOT's project, and with construction starting shortly after the permanent closure of the Elder Drive at-grade railroad crossing in 2028.

10. Water Treatment Plant HVAC Improvements Project Monthly Update

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

11. Approve the SEH Contract in the Not to Exceed Amount of $7,000.00 for the Lake Forest Road Senior Living Traffic Review

SEH Consulting Engineer Heinonen reviewed the proposal for the development of a 102-unit senior apartment building on Lake Forest Road, west of Edgewood Drive and TH 371. The property is located north of Novotny Road, just north of the proposed assisted living facility.

This study will build on the four previous studies along Novotny Road, one for the Lofts at Novotny (2022), one for the Kwik Trip (2024), one for the VA Clinic (2025), and one for the proposed assisted living facility (2025).

The proposed 102-unit senior living apartment building is not expected to generate traffic demands that would change the recommendations of the Baxter VA Clinic Traffic Impact Study, so a full traffic impact analysis for the development is not needed. The traffic review will estimate trips generated by the development, review planned access, and determine whether additional roadway connections should be built in the development area.

MOTION by Commissioner Stenberg, seconded by Commissioner Wolf to recommend City Council approve the SEH Contract in the Not to Exceed Amount of $7,000.00 for the Lake Forest Road Senior Living Traffic Review. Motion carried unanimously.

12. Approve the Rice Lake Construction Group Invoice in the amount of $50,850.00 for Work Completed on the Water Treatment Plant Filter Rehabilitation

SEH Consulting Engineer Heinonen reviewed the Rice Lake Construction Group Invoice in the amount of $50,850.00. Based on field observations Filters 1 and 2 are effectively sealed with no visible leakage, while Filter 3 shows an estimated 70% reduction in leakage and Filter 4 approximately 30% reduction. Residual leakage in Filters 3 and 4 is primarily attributed to uneven concrete wall conditions, gasket transitions, and localized deficiencies such as loosened anchors and minor structural issues. The project has resulted in a meaningful reduction in leakage and media loss, but additional refinements are needed to fully address the issue.

Mr. Heinonen noted that additional improvements are recommended for Fall 2026 when filters can be taken offline, including installation of more compressible gasket materials, replacement of select anchors, and addressing wall irregularities.

MOTION by Commissioner Christofferson, seconded by Commissioner Brenny to recommend City Council approve the Rice Lake Construction Group Invoice in the amount of $50,850.00 for Work Completed on the Water Treatment Plant Filter Rehabilitation. Motion carried unanimously.

13. Lift Station No. 18 Reconstruction Project Monthly Update

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

14. Approve the CCS Contracting, Inc. Lump Sum Bid in the Amount of $136,200.00 for the Lift Station No. 18 Reconstruction Project

WiDSETH Civil Engineer in Training Mulholland informed the commission that pursuant to authority of the City Council and after proper legal advertisement, bids for the reconstruction of Lift Station No. 18 were obtained on Tuesday, May 19, 2026, at 10:30 a.m. at the Baxter City Hall.

The City received the following bids:

- CCS Contracting $136,200.00
- R & R Excavating $176,350.75
- **Engineer's Estimate $170,026.00**

CCS Contracting has prior experience completing lift station reconstruction projects for the City, most recently the reconstruction of Lift Station 15. Based on this experience and review of the submitted bids, both Widseth and City staff recommend awarding the contract to CCS Contracting, Inc. in the lump sum amount of $136,200.00.

MOTION by Commissioner Stenberg, seconded by Commissioner Brenny to recommend City Council approve the CCS Contracting, Inc. Lump Sum Bid in the Amount of $136,200.00 for the Lift Station No. 18 Reconstruction Project. Motion carried unanimously.

15. 2025 Commercial Full Depth Reclamation Improvements Project Monthly Update, Municipal Project 4425

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

16. Approve the Anderson Brothers Construction Partial Pay Estimate No. 5 in the amount of $12,894.77 for the 2025 Commercial Full Depth Reclamation Improvements Project, Municipal Project Number 4425

WiDSETH Consulting Engineer Bitter reviewed the Anderson Brothers Construction Partial Pay Estimate No. 5 in the amount of $12,897.77 for the 2025 Commercial Full Depth Reclamation Improvements Project.

The Contractor has earned $898,794.32 to date which represents 104.2% contract value. The retainage is 150% of the estimated remaining work value ($42,686.14). Previous payment total $843,213.41 which results in a total payment of $12,894.77.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the Anderson Brothers Construction Partial Pay Estimate No. 5 in the amount of $12,897.77 for the 2025 Commercial Full Depth Reclamation Improvements Project, Municipal Project Number 4425. Motion carried unanimously.

17. 2025 Design Road & TH 371 Stormwater Improvements Project Monthly Update

WiDSETH Consulting Engineer Bitter informed the commission that MnDOT has signed off on their portion of the project.

18. Approve the J.R. Ferche, Inc Change Order No. 3 to modify the Final Completion Date for the 2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135

WiDSETH Consulting Engineer Bitter reviewed the J.R. Ferche, Inc Change Order No. 3 which modifies the completion date for the 2025 Design Road & TH 371 Stormwater Improvements Project.

Change Order No. 3 includes the following items:

- Due to turf establishment not meeting the project requirements and Change Order #4 not being approved, the Final Completion Date will not be met. The Contractor and Project Engineer are requesting the final completion date be moved to October 30th, 2026. By moving the Final Completion date this far, it allows for additional time to establish growth and to resolve the final Change Order.

MOTION by Commissioner Wolf, seconded by Commissioner Stenberg to recommend City Council approve the J.R. Ferche, Inc Change Order No. 3 to modify the Final Completion Date for the 2025 Design Road & TH 371 Stormwater Improvements Project. Motion carried unanimously.

19. Approve the J.R. Ferche, Inc Partial Pay Estimate No. 6 in the amount of $93,699.37 for the 2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135

WiDSETH Consulting Engineer Bitter reviewed the J.R. Ferche, Inc Partial Pay Estimate No. 5 in the amount of $93,699.37 for the 2025 Design Road & TH 371 Stormwater Improvements Project.

The Contractor has earned $2,599,387.55 to date which represents 99.6% contract value. The retainage has been reduced to 150% of the remaining work to be completed. This equates to $40,383.00 being retained and $90,111.01 being released. Taking the amount earned, the released retainage and previous payment of $2,465,305.18, this results in a total payment of $93,699.37.

MOTION by Commissioner Stenberg, seconded by Commissioner Christofferson to recommend City Council approve the J.R. Ferche, Inc Partial Pay Estimate No. 5 in the amount of $93,699.37 for the 2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135. Motion carried unanimously.

20. Approve Additional Design Road Stormwater Network Modeling Contract in the Not to Exceed Amount of $33,000.00 and Approve the 2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135 Contract Amendment No 1 in the Decreased Amount of $33,000

WiDSETH Consulting Engineer Bitter reviewed the proposal for hydrologic and hydraulic modeling services to create a comprehensive model of the TH 371 and Design Road Storm Sewer Networks and the Whiskey Creek Wetland Treatment System.

The TH 371/TH 210 Interchange Project has reached 30% design, and the probable runoff area of runoff directed to the Design Road System can be incorporated into a comprehensive stormwater model. Previously, the Design Road storm sewer network was sized to handle an additional 18 acres of impervious area. The Whiskey Creek Wetland Treatment System, which is constructed to half its

available capacity, was not incorporated into the Design Road model because the actual runoff from the TH371/TH 210 Interchange Project was not known at the time. To ensure there are no downstream effects of adding the runoff from the interchange, it is recommended a comprehensive model is created to incorporate MnDOT's design flow from the TH 371/TH 210 Interchange Project.

The proposal includes the following scope of services:

- Obtain copies of the TH 371/TH 210 Interchange Project 30% storm water model and HR Green model for the Whiskey Creek Wetland Treatment System. (which WiDSETH already has obtained)
- Develop hydrologic and hydraulic models representing proposed conditions incorporating the above models and Widseth Design Road storm water model.
- Prepare a summary report documenting modeling assumptions, methodologies, results, and recommendations.

Mr. Bitter explained the cost for the modeling will be from the 2025 Design Road Improvements Project. Widseth is tracking to be under budget on their current contract and proposes utilizing $33,000 from the construction administration budget to pay for the additional stormwater modeling for this project. Included with the approval of the contract for the additional $33,000.00 is a fee amendment in the decreased amount of $33.000.00 for the Design Road construction contract. There is no change to the project budget with what is proposed.

Widseth will continue to monitor and estimate the Engineering costs as the project continues. With the approval of this contract, there is no net change in the total approved project budget.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve Additional Design Road Stormwater Network Modeling Contract in the Not to Exceed Amount of $33,000.00 and approve the 2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135 Contract Amendment No 1 in the Decreased Amount of $33,000. Motion carried unanimously.

21. 2027 Fairview Road Extension to Excelsior Road Project Monthly Update

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

22. Approve the Widseth Contract Amendment No. 1 in the Not to Exceed Amount of $101,000.00 for the 2027 Fairview Road/Forest Drive Extension to Excelsior Road Project

WiDSETH Consulting Engineer Bitter reviewed the Contract Amendment No. 1 in the Not to Exceed Amount of $101,000.00 for the 2027 Fairview Road/Forest Drive Extension to Excelsior Road Project.

Widseth proposes retaining the services of SRF Consulting Group, Inc. as a sub-consultant to provide right-of-way acquisition and relocation services.

A summary of the additional property acquisition and relocation services is as follows:

- SRF will provide professional right-of-way acquisition and relocation services for the project. Items included in the proposed Scope of Services are as follows:
- Project management and coordination with City staff and WiDSETH
- Bi-weekly project status updates
- Preparation of title reports and field title reports for affected parcels

- Owner notifications and acquisition coordination
- Coordination of appraisals and appraisal reviews
- Preparation of offer packages and acquisition documentation
- Presentation of offers and negotiation assistance
- Mortgage consent coordination, if required
- Preparation and maintenance of acquisition files and contact logs
- Relocation assistance services in accordance with applicable federal and state requirements
- Preparation of required relocation notices and supporting documentation
- Coordination of relocation benefits and claims documentation
- Preparation of complete acquisition and relocation files for project closeout

SRF will perform services described above for the Not to Exceed Amount of $101,000.00. With this amendment, the total Widseth contract for this project will be increased to $231,500.00.

Commissioner Christofferson questioned what SRF was. Mr. Bitter explained that SRF has specialized staff with extensive experience in assisting public agencies with property acquisition and business relocation as it relates to MnDOT requirements, the Uniform Relocation and Real Property Acquisition Polices Act and Minnesota Statute 117.52.

MOTION by Commissioner Christofferson, seconded by Commissioner Stenberg to recommend City Council approve of the Widseth Contract Amendment No. 1 in the Not to Exceed Amount of $101,000.00 for the 2027 Fairview Road/Forest Drive Extension to Excelsior Road Project. Motion carried unanimously.

23. 2027 Mill & Overlay, Full Depth Reclamation and Reconstruction Improvements Project Monthly Update

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

24. Accept the Widseth Road Recommendation Memo for the 2027 Mill & Overlay and Full Depth Reclamation Improvements Project, Municipal Project Number 4427

WiDSETH Consulting Engineer Bitter informed the commission that he had personally walked all of the roads relating to the 2027 Mill & Overlay and Full Depth Reclamation Improvements Project. As a result of this project walk there are some roads that are being recommended for reevaluation in 2028 for the 2029 project and he has prepared a memo related to this evaluation.

Commissioner Stenberg asked if pushing back these roads will require a full depth reclamation instead of a Mill & Overlay. Mr. Bitter stated unless the roadway had a catastrophic failure it is still anticipated being milled and overlaid.

MOTION by Commissioner Brenny, seconded by Commissioner Wolf to recommend City Council accept the Widseth Road Recommendation Memo for the 2027 Mill & Overlay and Full Depth Reclamation Improvements Project. Motion carried unanimously.

INFORMATIONAL ITEMS

25. 2022 Trunk Highway 210 & Inglewood Drive Railway Crossing Improvements Project Update - Municipal Project No. 4121

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

26. 2023 Knollwood Drive Improvements Project Monthly Update

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

27. 2024 Mill & Overlay and Full Depth Reclamation Improvements Project Monthly Update

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

28. 2024 South Forestview Improvements Project Monthly Update

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

29. 2025 Water Supply Improvements - Wells 5 & 6 Monthly Update

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

30. 2026 AWIA RRA & ERP Recertification Monthly Update

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

31. 2026 Lift Station 11 Service Area Smoke Testing Project Update

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

32. 2026 Mill & Overlay Improvements Project Monthly Update

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

33. 2027 CSAH 48 (Highland Scenic Road) Trail Connection Project Monthly Update

WSB Consulting Engineer Youso informed the commission approval to fill in the wetland has been obtained. It is anticipated that bidding for the project will be held in July with project award in August.

34. Eagle Drive Area Improvements Project Monthly Update

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

35. Evergreen Drive Improvements and Southeast Baxter Stormwater Overflow Improvements Project Monthly Update

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

36. Holiday Station Store Contamination Monthly Update

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

37. Industrial Park Road FDR and Stormwater Improvements Project Monthly Update

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

38. Inglewood Drive to Garrett Lane Flood Overflow Control Monthly Update

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

39. TH 371/TH 210 Interchange Utility Modifications Monthly Update

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

40. Whiskey Creek Pedestrian Bridge Inspection Project Monthly Update

WiDSETH Consulting Engineer Bitter informed the commission that the preconstruction meeting was held with Anderson Brothers. On a field visit to the site, it was decided to switch from the Eucocrete Epoxy to a regular 4,000 psi mix since the abutment will be raised six inches. Additionally, it was identified that the anchor bolts had been torched off and will need to be extended. The contractor will install couplings that will be embedded in the concrete to extend the anchor bolts.

41. Whiskey Creek Planting Plans Project Monthly Update

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

ADJOURN

MOTION by Commissioner Stenberg, seconded by Commissioner Wolf to adjourn the meeting at 7:00 p.m. Motion unanimously approved.

Approved by:

_____
Rock Yliniemi
Chair

Respectfully submitted:

_____
Mary Haugen
Administrative Assistant

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve Entering into the Memorandum of Agreement between Crow Wing County and the City of Baxter Regarding Annual Outdoor Warning Siren Maintenance Services

Approval Required: Simple Majority Vote

BACKGROUND

The City of Baxter currently has 11 warning sirens distributed throughout the city to provide emergency notifications to residents. The sirens are the City of Baxter's responsibility to install and maintain; however Crow Wing County identifies when the emergency sirens are warranted and sounds the sirens.

By participating in this program, cities and townships within Crow Wing County will benefit from standardized service levels, uniform pricing, coordinated scheduling, and consistent reporting. The MOA ensures that all outdoor warning sirens across the county are maintained to manufacturer specifications, remain in a state of readiness, and receive documented annual inspections. Currently there is not a maintenance system in place with the exception of replacing the batteries every 3 years. This contract would allow for routine annual maintenance for a fixed cost per year. If issues are identified or additional repairs come up throughout the year, the repairs will be invoiced based on material costs and the agreed upon labor rates.

FINANCIAL IMPLICATIONS

This would be an added expense as the city does not have a preventive maintenance program on the warning sirens but rather completes monthly observations when the sirens are tested and schedules repairs based on the observations.

The fee schedule is broken down on the number of sirens included in the county contract. Talking with the Emergency Management Director for Crow Wing County, it sounds very promising that there will be at least 25 sirens which would put the cost at $600 per siren. Based on this assumption, the annual contract would be $6,600 per year for 2027 and 2028. The annual preventive maintenance aspect of the contract would not be due until the first quarter of 2027. If approved, staff will include these costs in the 2027 and 2028 budget accordingly.

STAFF RECOMMENDATIONS

Staff recommends entering into the agreement with Crow Wing County. This would provide a good opportunity to collaborate with other communities regarding emergency response systems and has the potential to save the city money by implementing a maintenance plan. Most of the sirens within the City are either over 20 years old or approaching the 20 year timeframe and will require more maintenance/repairs.

COUNCIL ACTION REQUESTED

Motion to approve entering into the memorandum of agreement between Crow Wing county and the City of Baxter regarding annual outdoor warning siren maintenance services.

MEMORANDUM OF AGREEMENT

Between Crow Wing County and Participating Cities and Townships Within Crow Wing County Regarding Annual Outdoor Warning Siren Maintenance Services

1. Purpose

This Memorandum of Agreement (MOA) establishes the terms and conditions under which Crow Wing County ("the County") will procure, manage, and administer a countywide Outdoor Warning Siren Maintenance Service Agreement. Participating cities and townships ("Participating Jurisdictions") agree to reimburse the County for annual maintenance services based on the number of outdoor warning sirens located within their jurisdiction. This MOA ensures consistent maintenance standards, reliable system performance, and compliance with manufacturer specifications for all outdoor warning sirens in Crow Wing County.

2. Background

Crow Wing County issued a Request for Proposal (RFP) seeking a certified Federal Signal service provider to perform:

- Annual preventative maintenance on outdoor warning sirens
- A one-time comprehensive inventory and inspection of all siren sites
- Required reporting to Crow Wing County Emergency Management

The County will serve as the contract holder. Participating Jurisdictions will benefit from uniform pricing, coordinated scheduling, and standardized maintenance practices.

On June 9th, 2026 Emergency Communications Systems (ECS) was selected as the certified Federal Signal provider to perform this annual maintenance service.

3. Term of Agreement

This MOA becomes effective upon signature by both parties and remains in effect for the duration of the County's service contract, currently July 1, 2026 through June 30, 2028, including any mutually agreed annual renewals thereafter.

A Participating Jurisdiction may withdraw from this MOA with 60 days written notice. Withdrawal does not relieve the jurisdiction of financial obligations for services already rendered.

4. Responsibilities of Crow Wing County

Crow Wing County agrees to:

1. **Serve as the contract holder** for the Outdoor Warning Siren Maintenance Service Agreement.
2. **Coordinate all scheduling** with the selected service provider.
3. **Ensure vendor compliance** with all RFP requirements, including:
    - Annual maintenance completed by **May 15** each year
    - One-time comprehensive site inventory completed by **May 15, 2027**
4. **Receive and review all maintenance reports**, inventory documentation, and issue notifications.
5. **Provide a County point of contact** for coordination and site access.
6. **Invoice Participating Jurisdictions** based on the per-siren rate established through the County's contract.
7. **Maintain records** of siren locations, ownership, and maintenance status.

5. Responsibilities of Participating Cities and Townships

Each Participating Jurisdiction agrees to:

1. Participate in the County-managed maintenance program for all outdoor warning sirens within their jurisdiction.
2. Provide accurate siren inventory information, including ownership, location, and access requirements.
3. Ensure site access for vendor technicians as scheduled by the County.
4. Review maintenance reports provided by the County and address any jurisdiction-specific issues requiring local action.
5. Reimburse the County for annual maintenance costs based on the number of sirens within the jurisdiction.
6. Cover costs for non-routine repairs, replacement parts, or upgrades not included in the annual maintenance rate.
7. Notify the County of any changes to siren ownership, location, or operational status.

6. Cost-Sharing and Reimbursement Structure

6.1 Vendor Service Schedule and Availability

The selected vendor, Emergency Communications Systems (ECS), will:

- Complete all annual maintenance **between February and May** each year
- Ensure all work is completed **no later than May 15** annually
- Coordinate scheduling with the County's designated point of contact
- Complete annual maintenance as **one continuous project**, rather than spread over multiple months

6.2 Vendor Cost Proposal (Contracted Rates)

The following per-siren pricing applies for the contract term **July 1, 2026 – June 30, 2028**:

Number of Sirens (Countywide Total)	Cost Per Siren
1–24	$700
25–44	$600
45 or more	$575

These rates include only the annual maintenance services described in the RFP.

Additional materials or labor (e.g., replacement parts, non-routine repairs) are billed separately. ECS will contact Crow Wing County for approval before installing additional materials or charging for labor.

6.3 Jurisdiction Reimbursement

Each Participating Jurisdiction agrees to reimburse the County annually based on:

- The **per-siren rate** applicable to the County's total siren count
- The **number of sirens** located within the jurisdiction

6.4 Annual Invoicing

- The County will issue invoices after completion of annual maintenance.
- Payment is due within **60 days** of invoice date.
- Late payments may be subject to penalties consistent with County policy.

6.5 Additional Costs

Non-routine repairs, replacement parts, or upgrades identified during maintenance will be:

- Documented by the vendor
- Communicated to the jurisdiction
- Billed separately at actual cost

7. Reporting and Documentation

Crow Wing County will provide Participating Jurisdictions with:

- Annual maintenance reports for each siren
- The comprehensive 2027 inventory report for their jurisdiction
- Notifications of deficiencies, recommended repairs, or required upgrades
- Any vendor-provided documentation relevant to the jurisdiction's sirens

8. Liability

Each party is responsible for its own acts and omissions and those of its employees, officers, and agents. Nothing in this MOA shall be construed as creating a joint powers entity, partnership, or shared liability arrangement.

9. Amendments

This MOA may be amended at any time by mutual written agreement of the County and the Participating Jurisdiction.

10. Termination

Either party may terminate participation in this MOA with 60 days written notice. Termination does not relieve the Participating Jurisdiction of responsibility for payment of services already rendered.

11. Signatures

For Crow Wing County
Name: _____ Title: _____
Date: _____

For Participating City/Township of _____
Name: _____ Title: _____
Date: _____

Appendix A – Vendor Cost Proposal (ECS)
Service Schedule:

- Annual maintenance completed February–May
- All work completed by May 15 annually
- Scheduling coordinated with Crow Wing County
- Work performed as one continuous project

Pricing (Valid July 1, 2026 – June 30, 2028):

- 1–24 sirens: **$700 per site**
- 25–44 sirens: **$600 per site**
- 45+ sirens: **$575 per site**

Additional Costs:

- Replacement parts, non-routine materials, and additional labor billed separately
- ECS will obtain County approval before installing additional materials

Crow Wing County Emergency Management
Executive Summary: Unified Annual Outdoor Warning Siren Maintenance Initiative

Purpose

Crow Wing County Emergency Management is implementing a unified, countywide Outdoor Warning Siren Maintenance Initiative to ensure consistent reliability, standardized service quality, and improved readiness across all cities and townships. This initiative establishes a single maintenance contract administered by the County, with participating jurisdictions reimbursing costs based on their number of sirens.

Background

Recent events—including the June 12, 2024 EF-2 tornado and the Flanders Wildfire on May 16th, 2026—demonstrated the critical importance of reliable outdoor warning sirens. Multiple siren activations occurred during rapidly evolving weather conditions, supporting emergency response, public alerting, and situational awareness amid widespread damage, power outages, and communication challenges.

To strengthen system reliability, Crow Wing County issued a RFP for certified Federal Signal maintenance. Emergency Communications Systems (ECS) was selected on June 9, 2026 as the vendor.

Program Overview

The County will serve as the contract holder, providing centralized scheduling, quality assurance, reporting management, and consistent maintenance standards. Participating jurisdictions will benefit from uniform pricing, coordinated maintenance cycles, and comprehensive system documentation.

Annual maintenance includes:

- Inspection of electrical/mechanical components and grounding systems
- Motor and rotator evaluation
- Greasing and mechanical adjustments
- Sensor, power, and battery system checks
- Controller and communication system verification
- Manual activation testing

A one-time countywide siren inventory will be completed by May 15, 2027.

Vendor Service Schedule

- Annual maintenance will occur each February–May
- All work completed by May 15 each year
- Maintenance is conducted as one continuous project to improve efficiency

Cost Structure

The per-siren rate is based on the total number of sirens countywide:

- 1–24 sirens: $700 per siren
- 25–44 sirens: $600 per siren
- 45+ sirens: $575 per siren

Applicable July 1, 2026 – June 30, 2028.

Additional materials or non-routine repairs are billed separately with prior County and participating jurisdiction approval.

Jurisdiction Responsibilities

- Participate in the county-managed maintenance program
- Provide accurate inventory and site access information
- Review reports and address jurisdiction-specific issues
- Reimburse annual maintenance costs within 60 days of invoicing

Benefits for Cities and Townships

- Improved warning system reliability and public safety
- Standardized, professionally certified maintenance
- Cost savings through unified contracting
- Comprehensive reporting and documented system status
- Enhanced regional readiness demonstrated by lessons learned from the June 12 tornado response

Recommendation

City councils and township boards are encouraged to formally participate in the unified Outdoor Warning Siren Maintenance Program to ensure consistent, reliable, and professionally supported life-safety infrastructure across Crow Wing County.

CWC Outdoor Warning Siren Workshop

March 30, 2026

Crow Wing County

Land Services Building

Welcoming Remarks

Clayton Barg

Crow Wing County

Emergency Management Director

218-515-0328

Clayton.Barg@CrowWingCounty.Gov

Liz Gleason

Crow Wing County

Emergency Management Coordinator

218-829-4749

Liz.Gleason@CrowWingCounty.Gov

Crow Wing County
EMERGENCY
MANAGEMENT

Housekeeping

Restrooms

Emergency Exits

Phones

Security

NBCDFW
5:05
76°

Introduction & Purpose

History leading up to today's meeting

- Past practices and working with stakeholders

Goals for today's meeting

- Review current siren infrastructure
- Existing Policies & Standards
- Discuss Siren Capabilities & Limitations
- Public Feedback & Observed Issues
- Technical Assessment
- Modernization Needs
- Funding Options
- Operations & Preventative Maintenance Plan
- Decisions Needed from today’s Working Group
  - RFP – Annual Preventative Maintenance Plan
  - Current Service Providers

Current Siren Overview

Number of sirens

- 52 Sirens located throughout the County

Coverage areas

- Varies depending on terrain / seasonal conditions

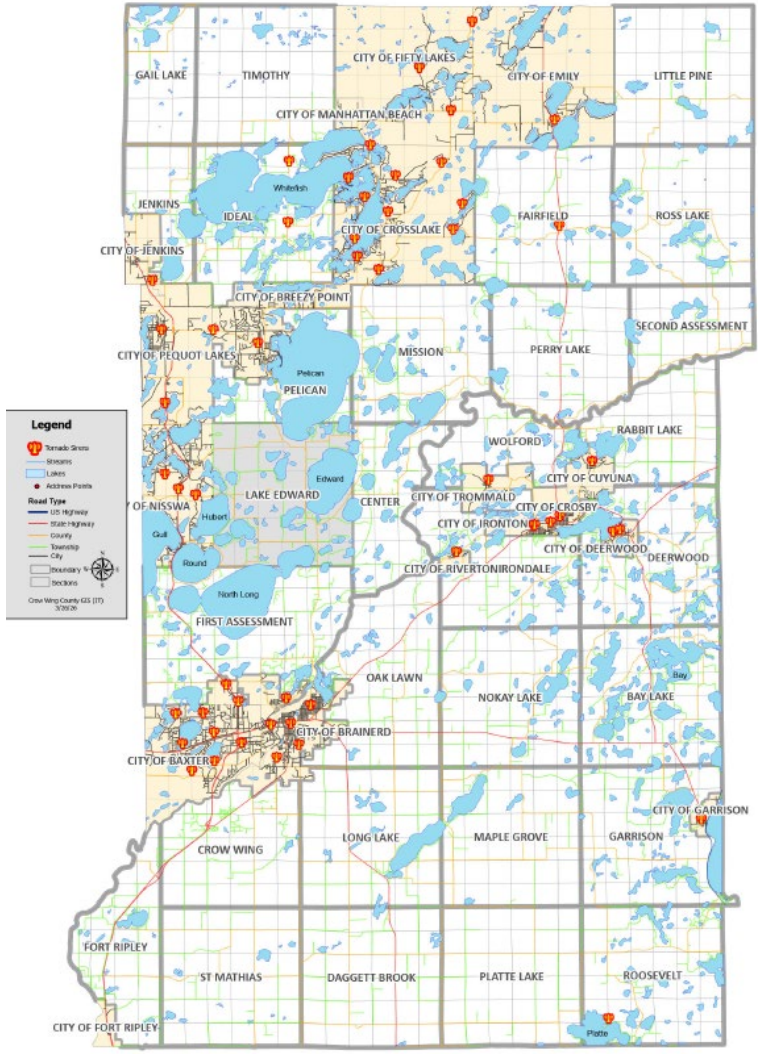
Ownership and maintenance

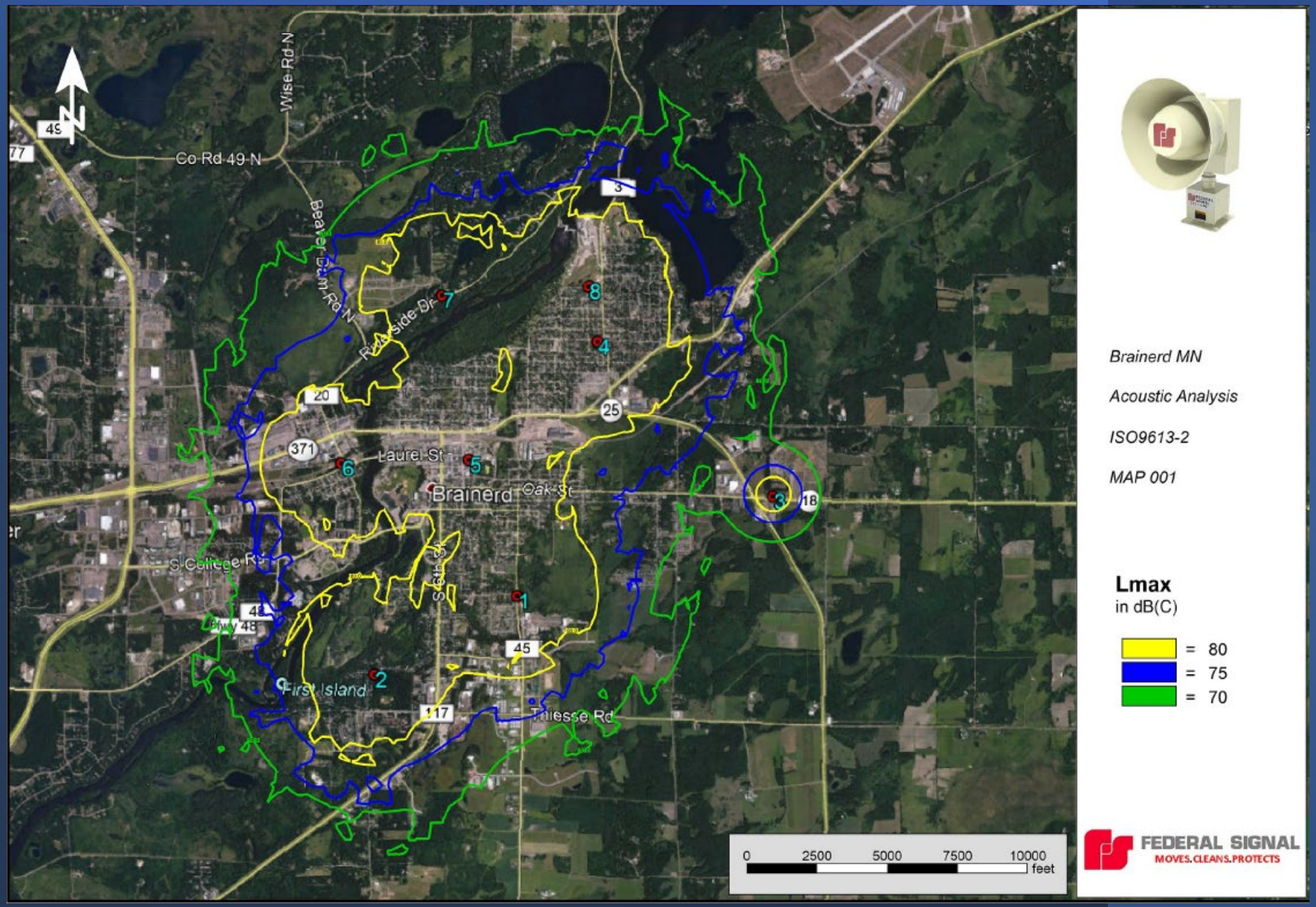
- County
- City / Townships

Activation authority

- Crow Wing County Sheriff's Office
- National Weather Service (2-way Cellular)

CROW WING COUNTY EMERGENCY SIREN COVERAGE




Brainerd MN
Acoustic Analysis
ISO9613-2
MAP 001
Lmax
in dB(C)
= 80
= 75
= 70
0 2500 5000 7500 10000 feet
FEDERAL SIGNAL
MOVES.CLEANS.PROTECTS
Co Rd 49 N
Wise Rd N
Beaver Dam Rd N
Riverside Dr
Laurel St
Brainerd
Oak St
S College Rd
Hwy 48
First Island
Thiesse Rd
S 6th St
49
77
3
20
25
371
6
5
7
8
4
1
2
3
18
48
45
117

Existing Policies & Standards

- Association of Minnesota Emergency Managers (AMEM) Outdoor Warning Siren Best Practices Recommendation
- NWS guidelines
  - Current activation criteria
    - Tornadoes (NWS Tornado warnings and/or trained spotter reported)
    - Destructive Winds (Measured or imminent at or above 70 mph)
    - Destructive Hail (measured or indicated at 2.75 inch or above)
- Local procedures
- Tested the First Wednesday of the Month at 1:00pm

System Capabilities & Limitations

- Range and coverage
  - Varies depending on terrain / seasonal conditions
- Environmental limitations
  - Wind / Rain / Snow
- Backup power and triggers
  - Solar
  - Battery Backup

Public Feedback & Observed Issues

- Public complaints
  - Why isn't my area covered
  - Sirens Inoperable
- Confusion about siren meaning
  - Intent – what does it mean (Civil Defense Siren / Tornado Siren)
    - Siren's are a warning tool for the public to seek shelter and attain additional information
    - IPAWS (integrated Public Alert & Warning System)
      - FEMA's national system for local alerting that provides authenticated emergency and life-saving information for the public through mobile phones via WEA (Wireless Emergency Alerts).
    - Not intended for one specific hazard / used as for an all-hazards approach (Maui Fires)
- Public expectations
  - Functionality / Maintained

Crow Wing County ALERT

Notifications

General | **Weather**

« Back | **Winter Storm Watch** This message has expired

Issued: 2026-03-11 12:54:00 CDT | Expiring: 2026-03-13 13:00:00 CDT

Winter Storm Watch issued March 11 at 12:54PM CDT until March 13 at 1:00PM CDT by NWS Duluth MN

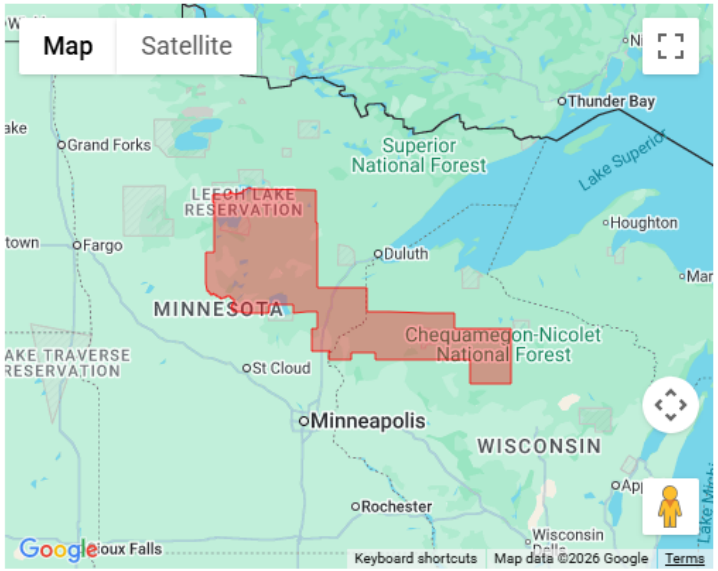
* WHAT...Heavy snow possible. Total snow accumulations between 1 and 6 inches possible. Winds could gust as high as 50 mph.

* WHERE...In Minnesota, Crow Wing, Aitkin, Pine, Cass, and South Itasca Counties. In Wisconsin, Price, Burnett, Sawyer, and Washburn Counties. This includes the Tribal Lands of the St. Croix Band in Burnett County, the Lac Courte Oreilles Reservation and the Mille Lacs Band, East Lake, Big Sandy Lake, Hinckley and, Lena Lake areas.

* WHEN...From Thursday afternoon through Friday afternoon.

* IMPACTS...Travel could be very difficult. The hazardous conditions could impact the Thursday evening and Friday morning commutes. Gusty winds could bring down tree branches. Due to strong winds, blowing snow may drop visibilities below 1/4 mile at times.

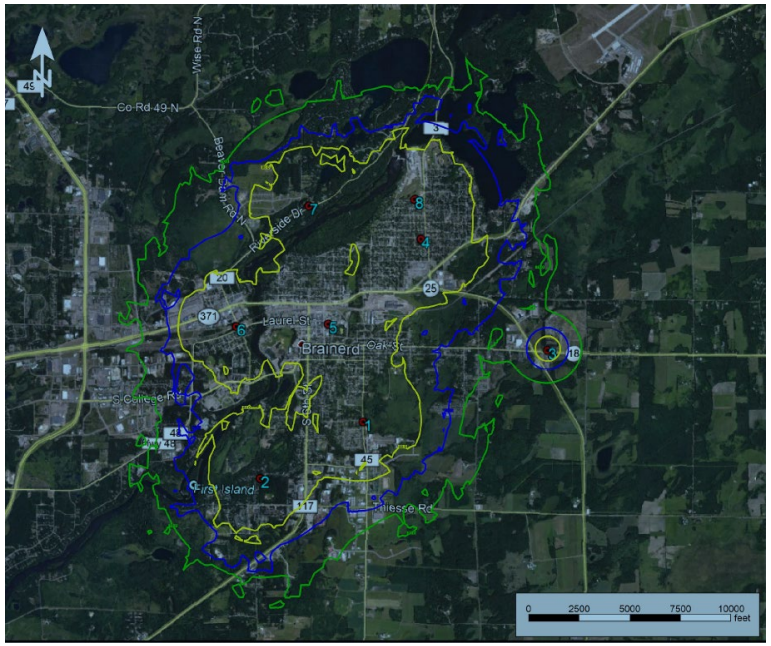
* ADDITIONAL DETAILS...The track of the system will greatly influence the amount of snow and wind that occurs



- National Weather Service Polygon - Wireless Emergency Alerts (WEA)
  - Watches vs Warnings
- Identification and Activation of Sirens located within the Polygon.

Technical Assessment

- Coverage gaps
  - Determined by Jurisdictions
    - High Population
    - Recreational
  - Established Soundplans
- End-of-life equipment
  - Can equipment be maintained / upgraded
- Communication pathway reliability
  - VHF Tone
  - 2-ways cellular



Modernization Needs

- Replacement priorities
  - Functionality / Age
- New siren locations
  - Working with jurisdictions to identify needs
- Upgrade options
  - Updated wiring and conduit
  - Battery backup
  - Aluminum Cabinets
  - Control Boards
    - Capable of Dynamic Zoning

Modernization Needs

- Steel vs. Aluminum Cabinets
- Verifying Control Boards are FCM Plus or FCX capable of Dynamic Zoning

Funding Options

- Local budget allocation
  - Capital Improvement Plan
  - Annual Preventative Maintenance
- FEMA/HSEM grants
  - The Next Generation Warning Siren (NGWS) Grant Program
- Shared-cost community models
  - SourceWell

SIMPLER Grants.gov

Home

Fiscal Year 2025 Next Generation Warning System Grant Program

Operations & Maintenance Plan

Testing schedule

- County Wide Siren Testing first Wednesday of the month at 1pm
  - Who's confirming operation
  - Reporting outages

Maintenance cycle

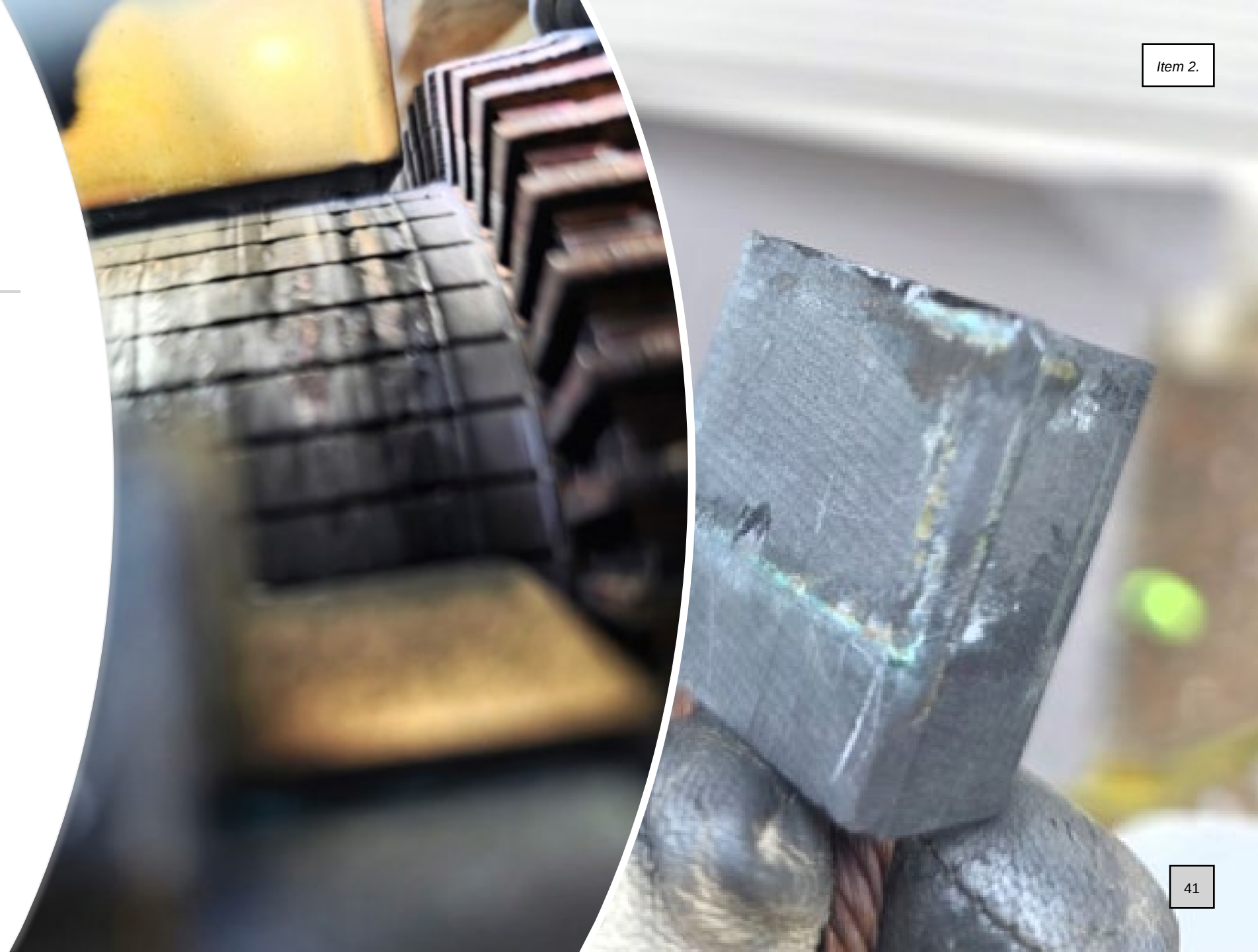
- Do stakeholders currently have a preventative maintenance plan/contract
- Batteries / general maintenance and repair

Documentation requirements

- Maintaining records / civil litigation

Preventative Maintenance

- Motor Brushes stuck from corrosion.
- Resulting in arching on siren motor commutator.



Moving forward with Phased Approach

Phase 1 – County Wide Siren Review and Inventory

- Conduct a top-to-bottom (siren head-to-grounding rod) assessment of each siren through a preventative maintenance program.
  - Cabinets / Batteries / Communications Boards
  - Drip loops / conduits / grounding rods
  - Programmed tones / frequencies / radio signals

Phase 2 – Repair, Upgrade and/or Replace Legacy Infrastructure

- Cabinet and Communication Board Upgrades
- Backup Battery Supply
- Complete Site Replacement (if required)

Phase 3 – 2 way cellular upgrade

- Adds Cellular Communications to Existing Systems
- Transmits and Receives data directly with Crow Wing County Dispatch
- Allows direct communication with the Nations Weather Service

Phase 1

Conduct a complete inventory, inspection and preventative maintenance of equipment at each siren location:

Make / Model / Serial # of siren head
- Age of siren if known or able to be determined by serial #

Inspection of pole for damage / serviceability and determine height

Confirm if electronics cabinet is steel or aluminum (steel cabinets are 25+ years old and will need to be replaced) (Phase 2)

Does the cabinet contain an FCM Plus of FCX Communications Board

If not – Board upgrade will be needed (allows for the capability of Dynamic Zoning) (Phase 2)

Update firmware at each tower site (if applicable)

Confirm if Siren has a battery backup?
- If not, upgrade site for battery backup (Phase 2)

Age and anticipated replacement date of batteries

Does the cabinet have a drip loop?

Does the cabinet have a 48 Volt single charger?
- If not, upgrade to 48 Volt single charger (Phase 2)

(5-year rotation recommended)

Diverts water/condensation away from running into the cabinet -upgrade if needed (Phase 2)

Read and record siren programing
- (allows for calibration with the CWC Dispatch center)

Make/Model of solar infrastructure (if applicable)

Phase 2

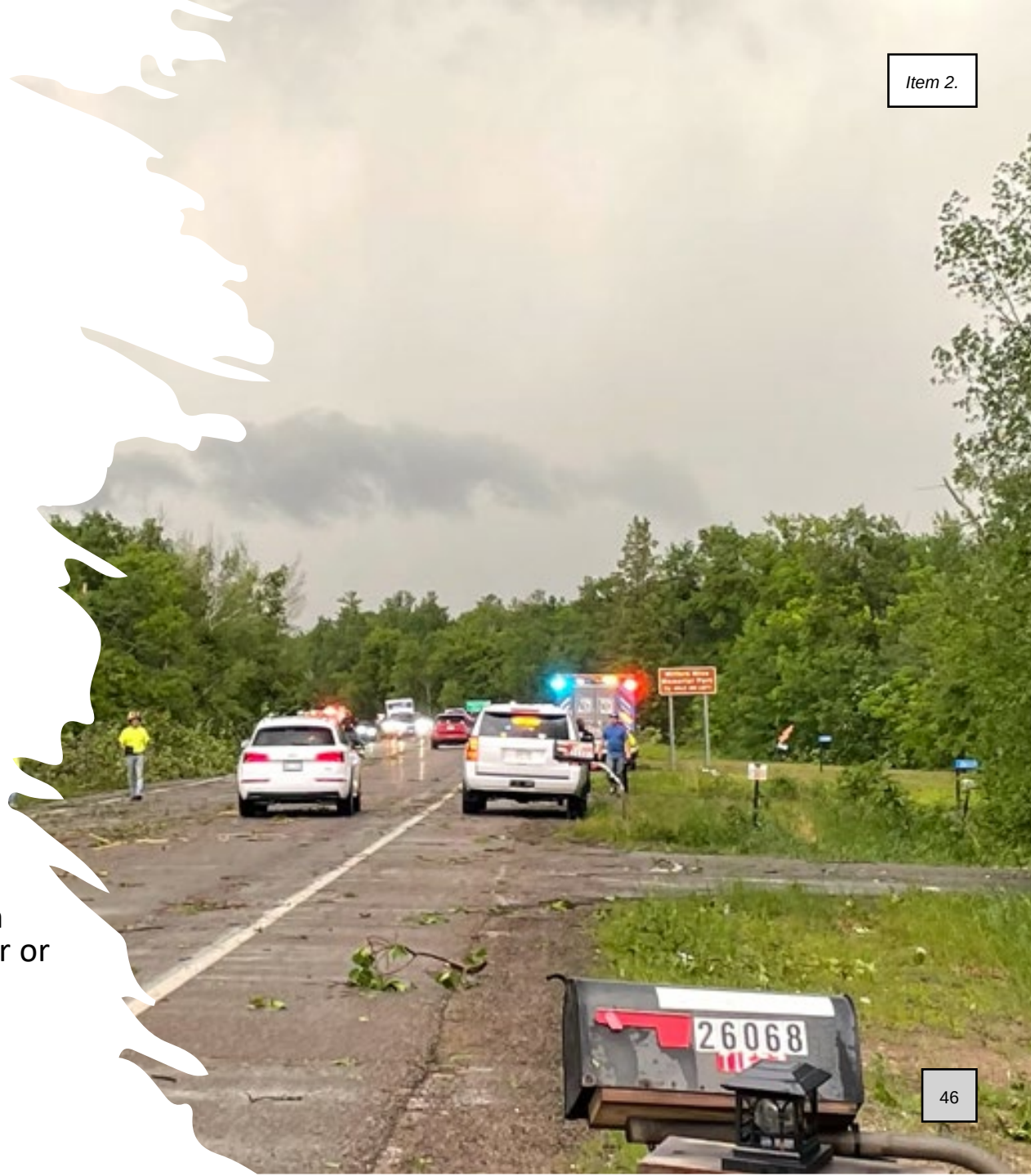
- Make any needed upgrades and/or replacement of equipment determined in Phase 1.
- Replace Siren head – If unserviceable due to damage or age
- Replace Pole – If damaged or unserviceable
- Replace Cabinet – If steel or damaged beyond repair
- Replace/upgrade control board – If an FCM Plus or FCX board isn't installed
- Install Drip loop to cabinet – If not already installed
- Install Battery Backup – If not already installed
- Upgrade to 48 Volt Single Charger – If not already installed
- Upgrade any wiring determined to be damaged or unserviceable

Phase 3

- Upgrade each siren site to a 2-way cellular capability utilizing Federal Signal Commander One IoT Platform.
    - Allows for direct communication with the National Weather Service
    - Allows CWC dispatch an auxiliary path of communication with each siren site
    - Allows 2-way communication between CWC Dispatch and the siren, allowing CWC dispatch to have a common operating picture of what sirens are activated and functioning in real-time

Discussion & Decisions Needed

- Current Repair / Maintenance Providers
  - DSC (Granite Electronics)
  - Holden Electric
  - Emergency Communications
  - Other ?
- CWC EM moving forward with creating an RFP for an Annual Preventative Maintenance Program.
  - Determine Cost per Siren Based on Details of Service
  - Establishment of MOUs between cities / townships and the County
- Funding
  - CWC EM continued collaboration and coordination with cities / townships regarding grant opportunities to cover or offset costs upgrading/replacing legacy infrastructure



Questions?

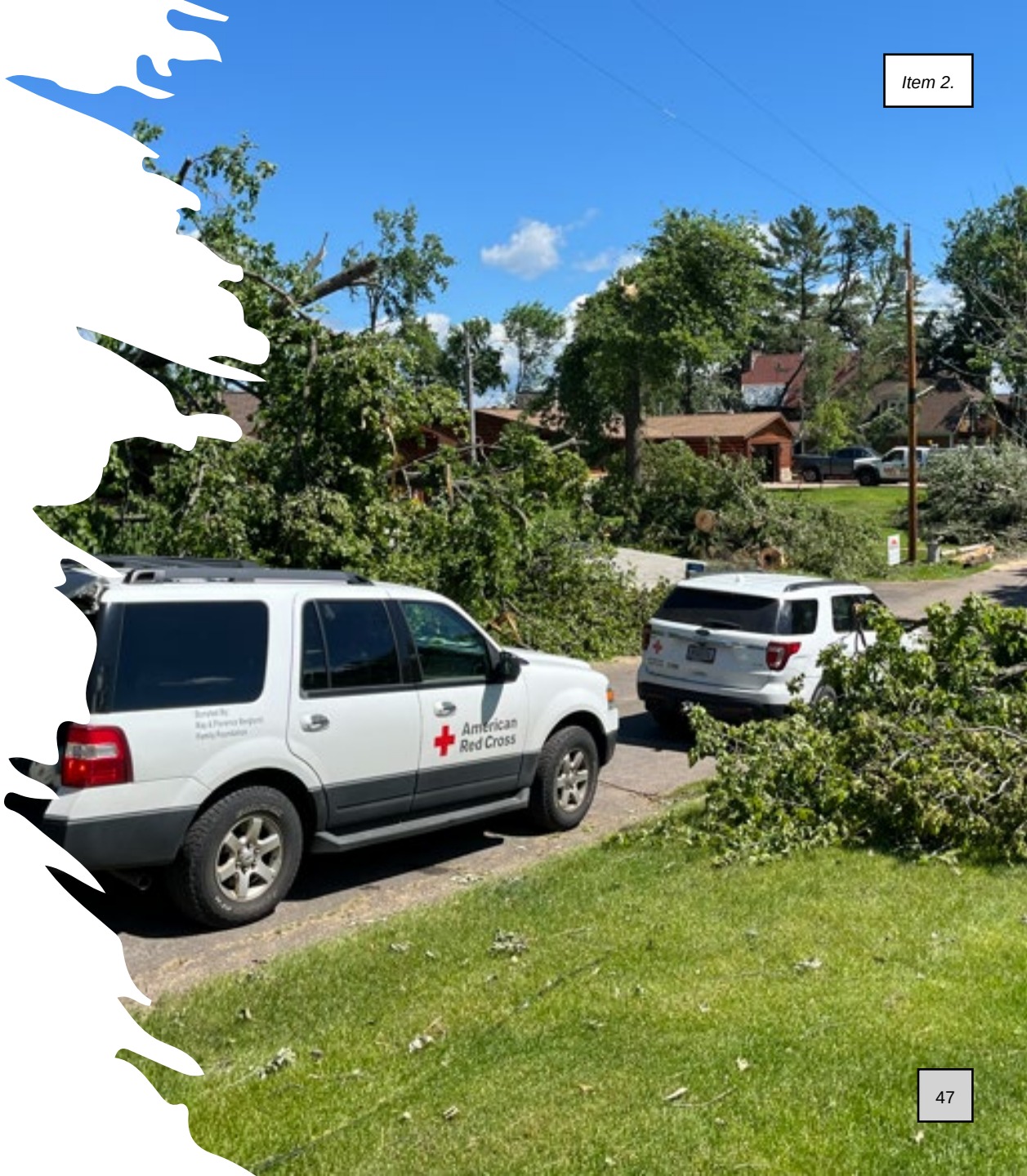
Clayton Barg

Crow Wing County

Emergency Management Director

218-515-0328

Clayton.Barg@CrowWingCounty.Gov



ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Crow Wing Power Right-of-Way Easement for Lift Station No. 27

Approval Required: Simple Majority Vote

BACKGROUND

Construction of Lift Station No. 27 is proposed as part of the 2026 Clearwater Road, North Lynndale Area and Brentwood Circle Street & Utility Improvements Project. Crow Wing Power will be supplying the electrical service to power Lift Station No. 27 and since the City of Baxter owns the property, Crow Wing Power needs a Right-of-Way Easement for the electrical service.

FINANCIAL IMPLICATIONS

There are no financial implications, the installation of the electrical service is included in the project contract.

STAFF RECOMMENDATIONS

Staff recommends the approval of the Crow Wing Power Right-of-Way Easement for electrical service to Lift Station No. 27.

COUNCIL ACTION REQUESTED

MOTION to approve the Crow Wing Power Right-of-Way Easement for electrical service to Lift Station No. 27.

RIGHT OF WAY EASEMENT

Crow Wing Cooperative Power & Light Company
Brainerd, Minnesota

Map Loc #52-000-02-00918 CC#38514 SO#575444

Grant of Easement:

For good and valuable consideration, the sufficiency of which is hereby acknowledged by me, I (the property owner(s) and spouse(s), if any) hereby grant unto Crow Wing Cooperative Power & Light Company (hereinafter the "Cooperative"), a corporation, its successors and assigns, a right of way easement over, under, through, across and upon a portion of the real estate, now owned by me, located in the County of Crow Wing, State of Minnesota, (hereinafter the "property") and described as follows:

(Must attach exact legal description from deed to the back of this form.)

Subdivision Name _____

Sec. 2 Twp. 133 R. 29

Lot _____ Block _____ Government Lot _____

The Cooperative and I agree that we have the following rights, duties, and obligations concerning this easement:

Purpose of Easement:

This easement is for the purpose of constructing, operating, maintaining, repairing, relocating, or reconstructing overhead and/or underground lines for electric distribution.

☐ **Location of Underground Cable, Underground Apparatus, Overhead Wires and Poles:**

All underground cable, underground apparatus, overhead wires and poles shall be located across the property along a line to be established by the Cooperative as agreed upon by the Cooperative and me, and the Cooperative may do all things necessary or desirable in locating such lines. A sketch indicating the general location of the line is attached if box at left is checked. After the line is established, this easement shall be limited to the width set forth in the following paragraph. If at any time after the laying of said cable, the setting of said underground apparatus, the setting of said pole or poles, or the stringing of said overhead wires I shall request such cable, apparatus, wire, pole or poles to be moved, the cost of such moving shall be paid by me.

The Cooperative's Duty to Restore:

Upon any construction or maintenance of the right of way by the Cooperative, the Cooperative agrees to restore the property as nearly to its original condition as may be practical. The grades over and under the right of way, shall be established as those existing following original construction. If grade changes are made by me, my employees or successors in interest making it necessary for the Cooperative to relay or relocate any portion of cable, apparatus, overhead wires, or poles, the cost of such work shall be paid by me or my successors (the property owner at that time), as shall the costs of any repairs to the cable, apparatus, wires, or poles, through accidental "dig-ins" or otherwise, per policies of the Cooperative.

The Cooperative's Right to Clear and Maintain the Right of Way:

The Cooperative shall have the right to clear, reclear and otherwise maintain using the means the Cooperative determines necessary the right of way of trees, brush, stumps, offending trees, and other obstructions as follows: (a) to a width of 15 feet for an underground right of way; (b) to a width of 40 feet for an overhead right of way for primary wire (7.2 KV to 25 KV); and (c) to a width of 20 feet for an overhead right of way for secondary wire (110 to 480 volts), with said clearance to continue to a maximum of 100 feet above said lines and 10 feet under the ground that these lines pass over or through. In addition, the Cooperative shall have the right to cut and trim all dead, weak, leaning, or dangerous trees located outside of the stated easement widths that are tall enough to strike overhead wires if they were to fall. The Cooperative shall have the right to maintain such right of ways to the extent the Cooperative determines to be necessary.

Map Loc #52-000-02-00918 CC#38514 WO#575444

The Cooperative's Right to Remove Buildings and Obstructions:
The Cooperative shall have the right to remove at my expense any building, structures, or obstructions of any kind or description which may be built or placed on an underground or overhead right of way, assuming that such building and structures are constructed on the right of way after the original installation of the line.

My Right to Request Relocation of a Line:
In the event that I wish to construct a building, structure, or place an obstruction, the Cooperative, upon receiving my written request, shall move the line at my expense to a place which in the opinion of the Cooperative will be convenient to the continuation of said service.

Restrictions on Location of Towers or Antennas:
I shall not construct any tower or antenna, be it T.V., radio or any other type, which if it should fall could fall across the lines of the Cooperative thereby causing damage or interference to the Cooperative's lines, poles, or other apparatus. If such a tower or antenna is constructed, the Cooperative may remove that tower or antenna at my expense.

Restrictions on Attachment of Objects to Cooperative Wires or Apparatus:
I will not under any circumstances attach any object of any kind or description to the overhead wires, cables, poles, underground cables or underground apparatus installed by the Cooperative. If this provision is violated by me, the Cooperative has the right to remove any objects of any kind or description at my expense.

Cooperative's Right of Access:
The Cooperative shall have the right of access across my property to such right of way from the most readily accessible public road or driveway for the purpose of maintaining the electric distribution lines.

Easement to Run With Land:
This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

Definitions:
In this document, I, me, my, and the property owner refer to the owner(s) (and spouse(s), if any) signing below and my/their successors, heirs, and assigns.

☐ IN WITNESS WHEREOF, the property owner(s) has/have hereunto set his/her/their hand this _____ day of _____, 20___.

_____ _____
Company/Trust name (Printed) Company/Trust Representative (signature) Title

STATE OF _____)
) SS
COUNTY OF _____)
This Easement was acknowledged before me on _____, 20___, before me by

_____, the _____, of _____.
[Print name of Representative] [Print Representative's title] [Print name of company or trust]

This instrument was drafted by:
Crow Wing Cooperative Power & Light Company
P. O. Box 507, Highway 371 North
Brainerd, MN 56401

_____
Notary Public Signature
(stamp)

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2027 CSAH 48 (Highland Scenic Road) Trail Connection Project Monthly Update

Approval Required: No Action Required

BACKGROUND

On July 16th, 2024 the City of Baxter approved the WSB Professional Services Contract for the 2026 CSAH 48 (Highland Scenic Road) Trail Connections Project (federally funded), municipal project number 4140. The first of two segments will connect Marohn Road/Foley Road to Ashdale Lane, and the second segment will connect Knollwood Drive. to Isle Drive. The pedestrian crossings at Marohn Road/Foley Road and Parkwood Drive are being updated as well with refuges/medians.

The project utilizes two grants that were awarded to the City of Baxter and Crow Wing County. A Highway Safety Improvement Program (HSIP) grant in the amount of $750,000, and a Transportation Alternatives Program (TA) grant in the amount of $461,369. The City of Baxter, Crow Wing County, and WSB have held meetings throughout the design stage to gather feedback, and the current plans and design are 100% complete.

WSB and City Staff are currently working with Crow Wing County to finalize a cost share agreement. These conversations are ongoing. The current anticipated cost share amount based on the engineer's estimate is shown in the Financial Implications table.

The plans, Right of Way Certificate, and specifications have been completed and reviewed by State Aid. They have also received final review and approval from the Central Office. The project was given federal authorization to advertise and bid on June 11th, 2026.

Resolution 2026-050 to authorize the advertisement of bids for the project will be considered at the first City Council Meeting in July. If approved, the project will be advertised July 8th, 15th, and 23rd of 2026 and bids will be opened on July 30th, 2026.

FINANCIAL IMPLICATIONS

The tables below reflect the updated costs and project budget. The table also shows the current anticipated project cost for The City of Baxter with the anticipated Crow Wing County cost participation amount.

Budget Line Item	Project at Grant Award	Project at Engineering Award	Current Anticipated Project Costs
Construction Segment 1 (TA Portion)	$ 385,695.83	$ 383,286.00	$ 569,524.03
Construction Segment 2 (HSIP Portion)	$ 727,794.91	$ 825,000.00	$ 741,147.35
Construction Total	$ 1,113,490.74	$ 1,208,286.00	$ 1,310,671.38
Engineering Segment 1 (TA Portion)	$ 141,085.13	$ 137,911.55	$ 182,609.29
Engineering Segment 2 (HSIP Portion)	$ 288,832.46	$ 282,335.45	$ 237,637.71
Engineering Total	$ 429,917.59	$ 420,247.00	$ 420,247.00
ROW Acquisition Segment 1 (TA Portion)	$ 37,650.00	$ 37,650.00	$ 62,430.00
ROW Acquisition Segment 2 (HSIP Portion)	$ 33,350.00	$ 33,350.00	$ 8,200.00
ROW Acquisition Total	$ 71,000.00	$ 71,000.00	$ 70,630.00
City Legal Segment 1 (TA Portion)	$ 12,556.43	$ 12,556.43	$ 4,500.00
City Legal Segment 2 (HSIP Portion)	$ 23,693.57	$ 23,693.57	$ 5,500.00
City Legal	$ 36,250.00	$ 36,250.00	$ 10,000.00
Wetland Bank Credit			$ 1,478.89
Total Project Budget	$ 1,650,658.33	$ 1,735,783.00	**$ 1,813,027.27**

Project Funding Group	Project at Grant Award	Project at Engineering Award	Projected Funding
TA Grant (Segment 1)	$ 308,556.66	$ 306,629.00	$ 455,619.22
HSIP Grant (Segment 2)	$ 500,000.00	$ 750,000.00	$ 667,032.62
Crow Wing County	$ 258,794.91	$ 225,425.50	$ 253,024.64
City of Baxter MSAS	$ 583,306.77	$ 453,728.50	$ 458,734.98
Total Project Funding	$ 1,650,658.33	$ 1,735,783.00	**$ 1,834,411.46**

City of Baxter:			
City of Baxter TA Cost Share (20%)	$ 77,139.17	$ 61,325.80	$ 56,952.40
City of Baxter HSIP Cost Share (10%)	$ 50,000.00	$ 75,000.00	$ 37,057.37
Remainder of Construction	$ 177,794.91	$ 15,331.20	$ -
Engineering	$ 429,917.59	$ 420,247.00	$ 302,286.58
ROW Acquisition	$ 71,000.00	$ 71,000.00	$ 35,315.00
City Legal	$ 36,250.00	$ 36,250.00	$ 5,000.00
Wetland Bank Credit			$ 739.45
Total City Cost:	$ 842,101.67	$ 679,154.00	**$ 437,350.80**
Available MSAS to City	$ 583,306.77	$ 453,728.50	$ 458,734.98
Remaining City Cost (Amount needed to fund project)	$ 258,794.91	$ 225,425.50	**$ (21,384.19)**

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination:	Public Works
Agenda Item:	Approve the Construction Cost Share and Maintenance Agreement Between Crow Wing County and the City of Baxter for the 2026 CSAH 48 Trail (Highland Scenic Road) Trail Connection Project, Municipal Project No. 4140
Approval Required:	Simple Majority Vote

BACKGROUND

On July 16th, 2024 the City of Baxter approved the WSB Professional Services Contract for the 2026 CSAH 48 (Highland Scenic Road) Trail Connections Project (federally funded), municipal project number 4140. The first of two segments will connect Marohn Road/Foley Road to Ashdale Lane, and the second segment will connect Knollwood Drive. to Isle Drive. The pedestrian crossings at Marohn Road/Foley Road and Parkwood Drive are being updated as well with refuges/medians.

The project utilizes two grants that were awarded to the City of Baxter and Crow Wing County. A Highway Safety Improvement Program (HSIP) grant in the amount of $750,000, and a Transportation Alternatives Program (TA) grant in the amount of $461,369. The City of Baxter, Crow Wing County, and WSB have held meetings throughout the design stage to gather feedback, and the current plans and design are 100% complete.

The plans, Right of Way Certificate, and specifications have been completed and reviewed by State Aid. They have also received final review and approval from the Central Office. The project was given federal authorization to advertise and bid on June 11th, 2026.

Resolution 2026-050 to authorize the advertisement of bids for the project will be considered at the first City Council Meeting in July. If approved, the project will be advertised July 8th, 15th, and 23rd of 2026 and bids will be opened on July 30th, 2026.

WSB and City Staff are currently working with Crow Wing County to finalize a cost share agreement. These conversations are ongoing. The current anticipated cost share amount based on the engineer's estimate is shown in the Financial Implications table.

FINANCIAL IMPLICATIONS

The tables below reflect the updated costs and project budget. The table also shows the current anticipated project cost for The City of Baxter with the anticipated Crow Wing County cost participation amount.

Budget Line Item	Project at Grant Award	Project at Engineering Award	Current Anticipated Project Costs
Construction Segment 1 (TA Portion)	$ 385,695.83	$ 383,286.00	$ 569,524.03
Construction Segment 2 (HSIP Portion)	$ 727,794.91	$ 825,000.00	$ 741,147.35
Construction Total	$ 1,113,490.74	$ 1,208,286.00	$ 1,310,671.38
Engineering Segment 1 (TA Portion)	$ 141,085.13	$ 137,911.55	$ 182,609.29
Engineering Segment 2 (HSIP Portion)	$ 288,832.46	$ 282,335.45	$ 237,637.71
Engineering Total	$ 429,917.59	$ 420,247.00	$ 420,247.00
ROW Acquisition Segment 1 (TA Portion)	$ 37,650.00	$ 37,650.00	$ 62,430.00
ROW Acquisition Segment 2 (HSIP Portion)	$ 33,350.00	$ 33,350.00	$ 8,200.00
ROW Acquisition Total	$ 71,000.00	$ 71,000.00	$ 70,630.00
City Legal Segment 1 (TA Portion)	$ 12,556.43	$ 12,556.43	$ 4,500.00
City Legal Segment 2 (HSIP Portion)	$ 23,693.57	$ 23,693.57	$ 5,500.00
City Legal	$ 36,250.00	$ 36,250.00	$ 10,000.00
Wetland Bank Credit			$ 1,478.89
Total Project Budget	$ 1,650,658.33	$ 1,735,783.00	**$ 1,813,027.27**

Project Funding Group	Project at Grant Award	Project at Engineering Award	Projected Funding
TA Grant (Segment 1)	$ 308,556.66	$ 306,629.00	$ 455,619.22
HSIP Grant (Segment 2)	$ 500,000.00	$ 750,000.00	$ 667,032.62
Crow Wing County	$ 258,794.91	$ 225,425.50	$ 253,024.64
City of Baxter MSAS	$ 583,306.77	$ 453,728.50	$ 458,734.98
Total Project Funding	$ 1,650,658.33	$ 1,735,783.00	**$ 1,834,411.46**

City of Baxter:			
City of Baxter TA Cost Share (20%)	$ 77,139.17	$ 61,325.80	$ 56,952.40
City of Baxter HSIP Cost Share (10%)	$ 50,000.00	$ 75,000.00	$ 37,057.37
Remainder of Construction	$ 177,794.91	$ 15,331.20	$ -
Engineering	$ 429,917.59	$ 420,247.00	$ 302,286.58
ROW Acquisition	$ 71,000.00	$ 71,000.00	$ 35,315.00
City Legal	$ 36,250.00	$ 36,250.00	$ 5,000.00
Wetland Bank Credit			$ 739.45
Total City Cost:	$ 842,101.67	$ 679,154.00	**$ 437,350.80**
Available MSAS to City	$ 583,306.77	$ 453,728.50	$ 458,734.98
Remaining City Cost (Amount needed to fund project)	$ 258,794.91	$ 225,425.50	**$ (21,384.19)**

The Construction Cost Share and Maintenance Agreement Between Crow Wing County and the City of Baxter was set up based on the Crow Wing County cost share policy. The amounts shown above, and below, are based on the current Engineer's Estimate for construction. The amounts will be updated after bids have been received and the project has been awarded.

Budget Line Item	Current Anticipated Project Costs	City of Baxter	Crow Wing County
Construction Segment 1 (TA Portion) (80% Grant)	$455,619	$227,810	$227,810
Construction Segment 2 (HSIP Portion) (90% Grant)	$667,033	$333,516	$333,516
Construction Segment 1 (TA Portion) (20% Match)	$113,905	$56,952	$56,952
Construction Segment 2 (HSIP Portion) (10% Match)	$74,115	$37,057	$37,057
Construction Total	**$1,310,671**	**$655,335**	**$655,335**
Engineering Segment 1 (TA) (County - 18% of Construction)	$182,609	$131,352	$51,257
Engineering Segment 2(HSIP)(County-18% of Construction)	$237,638	$170,934	$66,703
Engineering Total	**$420,247**	**$302,286**	**$117,960**
ROW Acquisition Segment 1 (TA Portion)	$62,430	$31,215	$31,215
ROW Acquisition Segment 2 (HSIP Portion)	$8,200	$4,100	$4,100
ROW Acquisition Total	**$70,630**	**$35,315**	**$35,315**
City Legal Segment 1 (TA Portion)	$5,000	$2,500	$2,500
City Legal Segment 2 (HSIP Portion)	$5,000	$2,500	$2,500
City Legal	**$10,000**	**$5,000**	**$5,000**
Wetland Bank Credit	**$1,479**	**$739**	**$739**
Total Project Cost	**$1,813,027**	**$998,677**	**$814,351**
Project Funding Group	Projected Funding	City of Baxter	Crow Wing County
TA Grant (Segment 1)	$455,619	$227,810	$227,810
HSIP Grant (Segment 2)	$667,033	$333,516	$333,516
Crow Wing County Funds	$253,025		$253,025
City of Baxter Funds	$437,351	$437,351	
Total Project Funding	**$1,813,027**	**$998,677**	**$814,351**

STAFF RECOMMENDATIONS

Staff recommends approving the Construction Cost Share and Maintenance Agreement Between Crow Wing County and the City of Baxter for the 2026 CSAH 48 Trail (Highland Scenic Road) Trail Connection Project, Municipal Project No. 4140.

COUNCIL ACTION REQUESTED

MOTION to approve the Construction Cost Share and Maintenance Agreement Between Crow Wing County and the City of Baxter for the 2026 CSAH 48 Trail (Highland Scenic Road) Trail Connection Project, Municipal Project No. 4140.

CONSTRUCTION COST SHARE AND MAINTENANCE AGREEMENT BETWEEN CROW WING COUNTY, MN AND THE CITY OF BAXTER, MN FOR THE MAROHN ROAD SOUTH TO ISLE DRIVE TRAIL ADJACENT TO COUNTY STATE AID HIGHWAY (CSAH) 48

This Agreement is made and entered into this day of _____, 2026, by and between the County of Crow Wing, State of Minnesota, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County", and the City of Baxter, 13190 Memorywood Drive, Baxter, MN 56425 hereinafter referred to as the "City". This Agreement is related to the construction of a multi-use paved trail primarily located within the CSAH 48 road right-of-way.

WITNESSETH

WHEREAS, the parties mutually agree that the aforementioned project, including a paved trail, retaining walls, storm water infrastructure, ADA improvements and associated items will be a benefit to the public, and,

WHEREAS, the segments of trail that this agreement applies to are identified in the project plans for Project No.s SP 230-090-003 and SP 018-070-024 which are on file in the offices of both the County and the City, and

WHEREAS, the City has requested authorization to construct portions of the project within the CSAH 48 right-of-way, and

WHEREAS, the County applied for and received Highway Safety Improvement Program (HSIP) funding for Project SP 018-070-024, and

WHEREAS, the City applied for and received Transportation Alternative (TA) funding for project SP 230-090-003, and

WHRERAS, the County and City have agreed that the two projects will be combined into one contract for construction purposes with the City, and

WHEREAS, the City will perform the bidding process and enter into a contract with the successful bidder.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of constructing trail segments adjacent to CSAH 48 from Marohn Road South to Isle Drive, with segments being adjacent to and within the existing right-of-way of CSAH 48. The proposed segments covered by this agreement include from Marohn Road South to Cedardale Lane, the enhanced CSAH 48 crossing at Parkwood Drive, and the segment from Knollwod Drive to Isle Drive. This agreement identifies funding responsibilities and

future responsibilities upon project completion.

II. Duties

A. Design and Construction

The City shall provide all design-engineering services for the Project unless otherwise stated in this agreement. The City shall receive County approval of the design within the CSAH 48 right-of-way prior to advertising the project for bids. The City shall do the calling for all bids and the acceptance of all bid proposals and shall approve of entering into a construction contract. The City shall be responsible for acquiring all permits and approvals necessary to construct the project.

B. Property Acquisition

The City shall be responsible for acquiring property needed for the project, including temporary and permanent easements.

C. Inspection and Approval

The City shall provide construction inspection and staking for the project and approval for acceptance of the work as it is completed. Working with the City, the County shall retain the right to provide final approval on any work performed within the CSAH 48 right-of-way corridor.

III. COSTS

A. TOTAL PROJECT COSTS

The project costs are identified in Attachment A, which includes items, estimated bid amounts, engineering and other soft costs. Of the total project cost shown of $1,813,027, the County cost participation is $253,025. This is the County obligation after the grant awards have been applied. A lump sum payment has been identified as the preferred method of cost obligations. Potential change orders, oversights and/or overruns shall not change the County cost participation amount. The City shall have the right to request post project negotiations of County cost obligations if major unforeseen costs occur. These dollar amounts will be recalculated and used as the lump sum total once a contract has been awarded.

B. CONSTRUCTION COSTS

The City and County will share equally in the benefit of the two grants that have been awarded. Remaining construction costs shall be shared equally between the City and County. The estimated cost for the County is $94,010 and will be recalculated upon award of a contract.

C. ENGINEERING AND RIGHT-OF-WAY COSTS

The City shall be responsible for providing engineering services for the project. The County shall reimburse the City for an amount equal to 18% of the County's total construction costs. The estimated cost for the County is $117,960 and will be recalculated upon award of a contract.

The County shall reimburse the City for 50% of the costs paid to property owners for right-of-way. This does not include costs related to legal fees, appraisals, negotiations, etc. The estimated cost for the County is $35,315.

D. OTHER SOFT COSTS

The County shall reimburse the City for 50% of legal fees related to the right-of-way acquisition process and to purchase credits through the state wetland bank. The estimated cost for the County is $5,739 for these items.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the City pursuant to this Agreement shall be disbursed pursuant to law. The City shall enter into a contract with and make payments to a contractor during the project.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the City in conformity with State law.

VII. ACCOUNTABILITY

An accounting shall be made of all receipts and disbursements upon request by either party.

VIII. TERMINATION

This Agreement may be terminated by either party only for breach of this Agreement or by mutual consent of the parties.

IX. MAINTENANCE

Maintenance of items on the completed project will follow the County Highway Department Cost Participation Policy adopted on 12/31/19. For the proposed Project, maintenance by the City will generally consist of all items associated with the trail, from the CSAH 48 side (generally the east and north side) of the edge of the paved trail to the west and south CSAH 48 right-of-way line. This will include, but not be limited to, the paved trail, associated trail signing, retaining walls, fencing, fallen tree removal, snow removal, storm water structures, culverts, ADA ramps, pedestrian crossings, erosion control and vegetation control.

The County shall remain responsible for the maintenance of the CSAH 48 roadway, roadway signing and vegetation control between the CSAH 48 corridor and the east and north edges of the paved trail. Maintenance between CSAH 48 and the trail, which may be attributable to the trail (erosion, drainage, etc.) will be negotiated between the County and City on a case-by-case basis. The City shall understand that snow removal operations on CSAH 48 have the potential to impact the trail system, and the County will not provide additional services to remove snow from the trail. In extreme situations, the County may be required to push/blow snow from the area between CSAH 48 and the trail, towards the trail, to create room for future snow events. Per the Cost Share Policy referenced above, costs of any impacts to the trail due to a future County project shall be the responsibility of the City.

X. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Office of the Crow Wing County Highway Department, 16589 CR 142, Brainerd, MN 56401, on behalf of the County, and the City of Baxter, 13190 Memorywood Drive, Baxter, MN 56425 on behalf of the City.

XI. INDEMNIFICATION

The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF CROW WING

By: _____
Timothy Bray
County Engineer

Dated: _____

CITY OF BAXTER

By: _____
Darrel Olson
Mayor

Dated: _____

By: _____
Kelly Steele
Assistant City Administrator/City Clerk

Dated: _____

Attachment A – Estimated Values
CSAH 48 – Marohn Road to Isle Drive Trail
Crow Wing County – City of Baxter Cost Share

Budget Line Item	Current Anticipated Project Costs	City of Baxter	Crow Wing County
Construction Segment 1 (TA Portion) (80% Grant)	$455,619	$227,810	$227,810
Construction Segment 2 (HSIP Portion) (90% Grant)	$667,033	$333,516	$333,516
Construction Segment 1 (TA Portion) (20% Match)	$113,905	$56,952	$56,952
Construction Segment 2 (HSIP Portion) (10% Match)	$74,115	$37,057	$37,057
Construction Total	**$1,310,671**	**$655,335**	**$655,335**
Engineering Segment 1 (TA) (County - 18% of Construction)	$182,609	$131,352	$51,257
Engineering Segment 2(HSIP)(County-18% of Construction)	$237,638	$170,934	$66,703
Engineering Total	**$420,247**	**$302,286**	**$117,960**
ROW Acquisition Segment 1 (TA Portion)	$62,430	$31,215	$31,215
ROW Acquisition Segment 2 (HSIP Portion)	$8,200	$4,100	$4,100
ROW Acquisition Total	**$70,630**	**$35,315**	**$35,315**
City Legal Segment 1 (TA Portion)	$5,000	$2,500	$2,500
City Legal Segment 2 (HSIP Portion)	$5,000	$2,500	$2,500
City Legal	**$10,000**	**$5,000**	**$5,000**
Wetland Bank Credit	**$1,479**	**$739**	**$739**
Total Project Cost	**$1,813,027**	**$998,677**	**$814,351**
Project Funding Group	Projected Funding	City of Baxter	Crow Wing County
TA Grant (Segment 1)	$455,619	$227,810	$227,810
HSIP Grant (Segment 2)	$667,033	$333,516	$333,516
Crow Wing County Funds	$253,025		$253,025
City of Baxter Funds	$437,351	$437,351	
Total Project Funding	**$1,813,027**	**$998,677**	**$814,351**

STAFF REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2026 Clearwater Road, North Lynndale Area, & Brentwood Circle Street & Utility Improvements Monthly Update

Approval Required: No Action Required

BACKGROUND

6/29/2026 Update

Work Completed:

- Right of way acquisitions are in process.
-
- Construction Update:
    - Brentwood Circle:
      Utility work (sanitary main, sanitary sewer services and water services) is complete along Brentwood Circle. Roadway grading and placement of aggregate base is completed. Several private service connections were completed on Brentwood Circle in the past couple weeks.
    - North Lynndale Area:
      Pavement removals on Lynndale Drive were completed in the past month. Sanitary Sewer main and water main installation is complete along Lynndale Drive.
    - Clearwater Road:
      Limited work has been completed on Clearwater Road, primarily tree removals and some private utility work by Xcel, Crow Wing Power and CTC near the Lift Station 27 site.

Upcoming Work and Project Items

- Continued coordination with residents and other project parties related to construction.
- Coordination with City staff, City Attorney, and residents related to proposed easement acquisitions.
- City staff and SEH intend to meet as needed to review project items. Coordination meetings will be held with various project representatives and City Staff, including private utility companies, the City Attorney, and other interested parties.
- Additional construction phase engineering services from SEH will continue.

RL Larson and its subcontractors will continue work within the Brentwood Circle and North Lynndale project areas in July. The Clearwater Road project area is tentatively set to start in August.

FINANCIAL IMPLICATIONS

The Project Budget was adopted at the Council Meeting on April 7, 2026.

Project Budget: (April 7, 2026)

Construction	$6,314,781.98
Additional Street Costs (Lynndale Lane)	$193,989.50
Contingency (5%)	$315,629.02
Quality Flow (Lift Station 27 Components)	$58,650.00
True North Controls (Antenna/Path Study)	$815.00
Pole for Lift Station 27	$1,850.50
Prior Engineering	$81,212.00
Prior Engineering (Feasibility Studies by Widseth in 2024/2025)	$36,065.00
Engineering- Design, Construction, Geotechnical	$1,202,152.00
Legal, Financing, Miscellaneous	$174,803.00
Property Acquisition	$77,025.00
Property Acquisition (Eminent Domain)	$10,000.00
SAC/WAC	$78,600.00
TOTAL	$8,545,573.00

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the RL Larson Excavating, Inc. Partial Pay Estimate No. 1 in the amount of $562,271.93 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Utility & Street Improvements Project, Municipal Project No. 4068

Approval Required: Simple Majority Vote

BACKGROUND

RL Larson Excavating, Inc. was awarded the construction contract for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Utility & Street Improvements Project at the May 5th Council meeting.

Work completed for this partial estimate includes tree removals, erosion control items, pavement removals, grading/excavation items, and utility items for work completed up to June 19, 2026.

A copy of Pay Application No. 1 is included for information. SEH prepared this payment application and agrees with the amount represented.

FINANCIAL IMPLICATIONS

The Contractor has earned $591,865.19 to date. Per the contract, the retainage is 5 percent. The summary below notes the amount due to the Contractor.

Summary:
Gross Amount Due: $591,865.19
Less 5% Retainage: $29,593.26
Amount Eligible for Payment To Date: $562,271.93
Less Previous Payments: $0.00
Amount Due with Application for Payment No. 1 $562,271.93

The Project Budget adopted at the Council Meeting on April 7, 2026 is as follows.

Project Budget: (April 7, 2026)

Construction	$6,314,781.98
Additional Street Costs (Lynndale Lane)	$193,989.50
Contingency (5%)	$315,629.02
Quality Flow (Lift Station 27 Components)	$58,650.00
True North Controls (Antenna/Path Study)	$815.00
Pole for Lift Station 27	$1,850.50
Prior Engineering	$81,212.00
Prior Engineering (Feasibility Studies by Widseth in 2024/2025)	$36,065.00
Engineering- Design, Construction, Geotechnical	$1,202,152.00
Legal, Financing, Miscellaneous	$174,803.00
Property Acquisition	$77,025.00

Property Acquisition (Eminent Domain)	$10,000.00
SAC/WAC	$78,600.00
TOTAL	$8,545,573.00

STAFF RECOMMENDATIONS

Staff recommends approval of the RL Larson Excavating, Inc. Partial Pay Estimate No. 1 in the amount of $562,271.93 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Utility & Street Improvements Project.

CITY COUNCIL ACTION REQUESTED

MOTION to approve the RL Larson Excavating, Inc. Partial Pay Estimate No. 1 in the amount of $562,271.93 for the 2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Utility & Street Improvements Project.

Short Elliott Hendrickson Inc.
13850 Bluestem Court, Suite 150
Baxter, MN 56425-6029

Contract Number: BAXTE 184519
Pay Request Number: 1

Project Number	Project Description
BAXTE 184519	2026 Clearwater Road, North Lynndale Area, and Brentwood Circle Utility & Street Improvements

Contractor: RL Larson Excavating, Inc. 2255 12th Street Southeast St. Cloud, MN 56304	**Vendor Number:** **Up To Date:** 06/19/2026

Contract Amount

Original Contract	$6,314,781.98
Contract Changes	$0.00
Revised Contract	$6,314,781.98

Work Certified To Date

Base Bid Items	$591,865.19
Contract Changes	$0.00
Material On Hand	$0.00
Total	$591,865.19

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$591,865.19	$591,865.19	$29,593.26	$0.00	$562,271.93	$562,271.93
Percent: Retained: 5%			Percent Complete: 9.37%		

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

Approved By: **Short Elliott Hendrickson Inc.**

Date 06/30/2026

Approved By: **RL Larson Excavating, Inc.**

Date 6-30-26

Approved By: **City of Baxter**

Date

Approved By: **City of Baxter**

Date

Approved By: **City of Baxter Utilities Commission**

Date

BAXTER "A Growing Community"

Building a Better for A

Short Elliott Hendrickson Inc.
13850 Bluestem Court, Suite 150
Baxter, MN 56425-6029

Payment Summary				
No.	**Up To Date**	**Work Certified Per Request**	**Amount Retained Per Request**	**Amount Paid Per Request**
1	2026-06-19	$591,865.19	$29,593.26	$562,271.93

Funding Category Name	Funding Category No.	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Brentwood Circle		$262,963.42	$13,148.17	$0.00	$249,815.25	$249,815.25
Clearwater Road		$51,387.40	$2,569.38	$0.00	$48,818.02	$48,818.02
Lynndale Area		$277,514.37	$13,875.71	$0.00	$263,638.66	$263,638.66

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
BAXTE 184519	Local	$562,271.93	$6,314,781.98	$6,314,781.98	$562,271.93

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	1	MOBILIZATION	LUMP SUM	$200,000.00	1	0.35	$70,000.00	0.35	$70,000.00
Base Bid	2	2	TRAFFIC CONTROL (CLEARWATER AREA)	LUMP SUM	$3,270.00	1	0	$0.00	0	$0.00
Base Bid	3	3	TRAFFIC CONTROL (LYNNDALE AREA)	LUMP SUM	$2,850.00	1	0.35	$997.50	0.35	$997.50
Base Bid	4	4	TRAFFIC CONTROL (BRENTWOOD AREA)	LUMP SUM	$474.50	1	0.75	$355.88	0.75	$355.88
Base Bid	5	5	CLEARING AND GRUBBING	ACRE	$10,500.00	0.77	0.34	$3,570.00	0.34	$3,570.00
Base Bid	6	6	CLEARING AND GRUBBING	TREE	$843.50	97	79	$66,636.50	79	$66,636.50
Base Bid	7	7	GRUBBING	ACRE	$6,320.00	0.37	0.37	$2,338.40	0.37	$2,338.40
Base Bid	8	8	TREE TRIMMING/PRUNING	HOUR	$263.50	35	0	$0.00	0	$0.00
Base Bid	9	9	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.20	1261	0	$0.00	0	$0.00
Base Bid	10	10	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$7.30	262	0	$0.00	0	$0.00
Base Bid	11	11	SALVAGE ADDRESS SIGN	EACH	$15.80	79	24	$379.20	24	$379.20
Base Bid	12	12	SALVAGE STREET SIGN ASSEMBLY	EACH	$63.20	10	0	$0.00	0	$0.00
Base Bid	13	13	SALVAGE SIGN	EACH	$52.70	1	0	$0.00	0	$0.00
Base Bid	14	14	SALVAGE MAILBOX & REMOVE SUPPORT	EACH	$36.90	79	24	$885.60	24	$885.60
Base Bid	15	15	SALVAGE DELINIATOR	EACH	$52.70	8	0	$0.00	0	$0.00
Base Bid	16	16	SALVAGE BOULDER	EACH	$800.00	3	0	$0.00	0	$0.00
Base Bid	17	17	SALVAGE FENCE	LIN FT	$29.70	94	0	$0.00	0	$0.00
Base Bid	18	18	SALVAGE CASTING	EACH	$277.50	2	0	$0.00	0	$0.00
Base Bid	19	19	SALVAGE HYDRANT	EACH	$977.00	3	2	$1,954.00	2	$1,954.00
Base Bid	20	20	REMOVE SIGN	EACH	$52.70	26	0	$0.00	0	$0.00
Base Bid	21	21	REMOVE LIGHT POLE	EACH	$527.00	9	0	$0.00	0	$0.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	22	22	REMOVE STORM SEWER PIPE	LIN FT	$16.10	91	0	$0.00	0	$0.00
Base Bid	23	23	REMOVE STORM SEWER STRUCTURE	EACH	$480.00	3	0	$0.00	0	$0.00
Base Bid	24	24	REMOVE BITUMINOUS PAVEMENT	SQ YD	$4.20	27554	7288	$30,609.60	7288	$30,609.60
Base Bid	25	25	REMOVE BITUMINOUS DRIVEWAY / TRAIL PAVEMENT	SQ YD	$3.60	6646	862	$3,103.20	862	$3,103.20
Base Bid	26	26	REMOVE CONCRETE PAVEMENT	SQ YD	$5.80	375	69	$400.20	69	$400.20
Base Bid	27	27	REMOVE CONCRETE SIDEWALK	SQ YD	$17.40	56	0	$0.00	0	$0.00
Base Bid	28	28	REMOVE CONCRETE CURB & GUTTER	LIN FT	$2.90	256	0	$0.00	0	$0.00
Base Bid	29	29	REMOVE FORCEMAIN	LIN FT	$9.40	925	0	$0.00	0	$0.00
Base Bid	30	30	REMOVE WATERMAIN	LIN FT	$8.70	465	267	$2,322.90	267	$2,322.90
Base Bid	31	31	REMOVE VALVE	EACH	$651.50	6	1	$651.50	1	$651.50
Base Bid	32	32	REMOVE EXISTING WATER SERVICE	LIN FT	$5.40	503	503	$2,716.20	503	$2,716.20
Base Bid	33	33	REMOVE CLEANOUT	EACH	$325.50	1	0	$0.00	0	$0.00
Base Bid	34	34	EXCAVATION-COMMON (EV)(P)	CU YD	$18.80	22379	1876	$35,268.80	1876	$35,268.80
Base Bid	35	35	COMMON EMBANKMENT (CV)(P)	CU YD	$13.50	6962	0	$0.00	0	$0.00
Base Bid	36	36	CONSTRUCT TEMPORARY ACCESS ROAD	LUMP SUM	$5,200.00	1	0	$0.00	0	$0.00
Base Bid	37	37	DEWATERING (CLEARWATER AREA)	LUMP SUM	$485,000.00	1	0	$0.00	0	$0.00
Base Bid	38	38	DEWATERING (LYNNDALE AREA)	LUMP SUM	$403,000.00	1	0.2	$80,600.00	0.2	$80,600.00
Base Bid	39	39	DEWATERING (BRENTWOOD AREA)	LUMP SUM	$1.10	1	0.8	$0.88	0.8	$0.88
Base Bid	40	40	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$185.00	60	0	$0.00	0	$0.00
Base Bid	41	41	CONSTRUCTION WATER	PER 1000 GAL	$30.00	1950	60	$1,800.00	60	$1,800.00
Base Bid	42	42	CALCIUM CHLORIDE SOLUTION	GAL	$2.00	7410	0	$0.00	0	$0.00
Base Bid	43	43	AGGREGATE SURFACING, CLASS 5	TON	$28.30	30	0	$0.00	0	$0.00
Base Bid	44	44	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	$49.60	4014	534	$26,486.40	534	$26,486.40
Base Bid	45	45	AGGREGATE BASE (CV) CLASS 5 (P) (TRAIL)	CU YD	$72.40	636	0	$0.00	0	$0.00
Base Bid	46	46	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) (TRAIL)	TON	$87.50	477	0	$0.00	0	$0.00
Base Bid	47	47	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$83.30	1999	0	$0.00	0	$0.00
Base Bid	48	48	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,C)	TON	$75.90	2665	0	$0.00	0	$0.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	49	49	BITUMINOUS MATERIAL FOR TACK COAT	GAL	$3.20	1103	0	$0.00	0	$0.00
Base Bid	50	50	BITUMINOUS STREET RESTORATION	SQ YD	$64.30	103	0	$0.00	0	$0.00
Base Bid	51	51	BITUMINOUS DRIVEWAY RESTORATION (RESIDENTIAL)	SQ YD	$27.40	3659	0	$0.00	0	$0.00
Base Bid	52	52	BITUMINOUS DRIVEWAY RESTORATION (COMMERCIAL)	SQ YD	$67.50	166	0	$0.00	0	$0.00
Base Bid	53	53	6" CONCRETE DRIVEWAY RESTORATION (RESIDENTIAL)	SQ YD	$83.40	360	0	$0.00	0	$0.00
Base Bid	54	54	6" CONCRETE WALK	SQ FT	$20.10	298	0	$0.00	0	$0.00
Base Bid	55	55	TRUNCATED DOMES	SQ FT	$74.80	171	0	$0.00	0	$0.00
Base Bid	56	56	CONCRETE CURB & GUTTER, DESIGN B624	LIN FT	$39.00	482	0	$0.00	0	$0.00
Base Bid	57	57	8" CONCRETE VALLEY GUTTER	SQ YD	$102.00	21	0	$0.00	0	$0.00
Base Bid	58	58	REINFORCEMENT BARS (EPOXY)	LIN FT	$0.70	1000	0	$0.00	0	$0.00
Base Bid	59	59	REINSTALL FENCE	LIN FT	$61.20	94	0	$0.00	0	$0.00
Base Bid	60	60	FURNISH AND INSTALL LIGHTING UNIT (INCLUDES POLE)	EACH	$1,450.00	14	0	$0.00	0	$0.00
Base Bid	61	61	LINE EXTENSION (ELECTRICAL SERVICE TO LIGHT)	LIN FT	$7.40	1200	0	$0.00	0	$0.00
Base Bid	62	62	INSTALL SALVAGED LIGHTING UNIT ON NEW POLE	EACH	$896.00	4	0	$0.00	0	$0.00
Base Bid	63	63	DIRECTIONAL DRILL ELECTRICAL LINE EXTENSION	LIN FT	$15.30	75	0	$0.00	0	$0.00
Base Bid	64	64	INSTALL SALVAGED STREET BLADE ASSEMBLY	EACH	$342.50	10	0	$0.00	0	$0.00
Base Bid	65	65	INSTALL SALVAGED SIGN	EACH	$290.00	1	0	$0.00	0	$0.00
Base Bid	66	66	TEMPORARY MAIL SERVICE	LUMP SUM	$527.00	1	0.28	$147.56	0.28	$147.56
Base Bid	67	67	MAILBOX SUPPORT	EACH	$116.00	79	0	$0.00	0	$0.00
Base Bid	68	68	MAILBOX (MATCH COLOR)	EACH	$52.70	16	0	$0.00	0	$0.00
Base Bid	69	69	INSTALL SALVAGED ADDRESS SIGN	EACH	$42.20	77	0	$0.00	0	$0.00
Base Bid	70	70	SIGN TYPE C (INCLUDES POST)	SQ FT	$77.00	202	0	$0.00	0	$0.00
Base Bid	71	71	ELECTRICAL SERVICE TO DYNAMIC SPEED LIMIT SIGN	EACH	$1,950.00	2	0	$0.00	0	$0.00
Base Bid	72	72	VEHICLE SPEED FEEDBACK SIGN	EACH	$9,400.00	2	0	$0.00	0	$0.00
Base Bid	73	73	DELINEATOR W/ POST (BLACK AND WHITE)	EACH	$163.50	5	0	$0.00	0	$0.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	74	74	INSTALL GV OR MH MARKERS	EACH	$422.50	4	0	$0.00	0	$0.00
Base Bid	75	75	4" SOLID LINE PAINT	LIN FT	$0.30	5530	0	$0.00	0	$0.00
Base Bid	76	76	4" BROKEN LINE PAINT	LIN FT	$0.30	1490	0	$0.00	0	$0.00
Base Bid	77	77	4" DOUBLE SOLID LINE PAINT	LIN FT	$0.60	3320	0	$0.00	0	$0.00
Base Bid	78	78	8" SOLID LINE PAINT	LIN FT	$6.30	271	0	$0.00	0	$0.00
Base Bid	79	79	16' DOUBLE LEAF CHAIN LINK GATE	EACH	$2,790.00	1	0	$0.00	0	$0.00
Base Bid	80	80	4' CHAIN LINK FENCE	LIN FT	$71.10	293	0	$0.00	0	$0.00
Base Bid	81	81	INSTALL SALVAGED CASTING	EACH	$513.50	2	0	$0.00	0	$0.00
Base Bid	82	82	CONNECT TO EXISTING SANITARY SEWER	EACH	$4,730.00	2	2	$9,460.00	2	$9,460.00
Base Bid	83	83	CONNECT TO EXISTING 2" SANITARY FORCE MAIN	EACH	$1,640.00	1	0	$0.00	0	$0.00
Base Bid	84	84	CONNECT TO EXISTING 6" SANITARY FORCE MAIN	EACH	$3,280.00	1	0	$0.00	0	$0.00
Base Bid	85	85	ABANDON INVERT (GROUT AND SEAL)	EACH	$1,240.00	3	0	$0.00	0	$0.00
Base Bid	86	86	TEST EXISTING FORCEMAIN	LUMP SUM	$2,630.00	1	0	$0.00	0	$0.00
Base Bid	87	87	4" SCH 40 PVC SEWER SERVICE PIPE	LIN FT	$19.00	3952	433	$8,227.00	433	$8,227.00
Base Bid	88	88	8" PVC SDR 26 SANITARY SEWER	LIN FT	$53.10	8638	1848	$98,128.80	1848	$98,128.80
Base Bid	89	89	8" DUCTILE IRON SAN SWR, CL 52	LIN FT	$170.00	40	0	$0.00	0	$0.00
Base Bid	90	90	10" PVC SDR 26 SANITARY SEWER	LIN FT	$108.50	62	0	$0.00	0	$0.00
Base Bid	91	91	10" DUCTILE IRON SAN SWR, CL 52	LIN FT	$222.50	20	0	$0.00	0	$0.00
Base Bid	92	92	CONSTRUCT 8" OUTSIDE DROP	LIN FT	$299.50	15.3	0	$0.00	0	$0.00
Base Bid	93	93	8" X 4" PVC WYE	EACH	$953.00	95	21	$20,013.00	21	$20,013.00
Base Bid	94	94	INSTALL 4" SANITARY SEWER CLEANOUT	EACH	$320.00	95	11	$3,520.00	11	$3,520.00
Base Bid	95	95	SEWER SERVICE CASTING (PAVED AREAS)	EACH	$286.00	1	0	$0.00	0	$0.00
Base Bid	96	96	SEWER SERVICE IRRIGATION BOX	EACH	$152.00	94	0	$0.00	0	$0.00
Base Bid	97	97	2" PVC FORCEMAIN (SCH 40)	LIN FT	$53.00	18	0	$0.00	0	$0.00
Base Bid	98	98	4" PVC FORCEMAIN (C900)	LIN FT	$35.90	74	0	$0.00	0	$0.00
Base Bid	99	99	6" PVC FORCEMAIN (C900)	LIN FT	$39.50	2374	0	$0.00	0	$0.00
Base Bid	100	100	DUCTILE IRON FITTINGS (FORCEMAIN)	POUND	$26.50	128	0	$0.00	0	$0.00
Base Bid	101	101	SANITARY STRUCTURE DESIGN 4007	LIN FT	$401.00	521.4	90.31	$36,214.31	90.31	$36,214.31
Base Bid	102	102	SANITARY CASTING ASSEMBLY	EACH	$1,360.00	36	0	$0.00	0	$0.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	103	103	6" ANTI-BUOYANCY COLLAR	EACH	$457.50	13	2	$915.00	2	$915.00
Base Bid	104	104	9" ANTI-BUOYANCY COLLAR	EACH	$719.50	4	1	$719.50	1	$719.50
Base Bid	105	105	CLEAN AND TELEVISE SANITARY SEWER - MAINLINE	LIN FT	$1.30	8760	0	$0.00	0	$0.00
Base Bid	106	106	CLEAN AND TELEVISE SANITARY SEWER - SERVICES	LIN FT	$10.80	3718	0	$0.00	0	$0.00
Base Bid	107	107	LIFT STATION (LS 27)	LUMP SUM	$246,000.00	1	0	$0.00	0	$0.00
Base Bid	108	108	TRACER WIRE SYSTEM (FORCEMAIN)	LUMP SUM	$1,800.00	1	0	$0.00	0	$0.00
Base Bid	109	109	TRACER WIRE SYSTEM (SANITARY)	LUMP SUM	$13,300.00	1	0	$0.00	0	$0.00
Base Bid	110	110	CONNECT TO EXISTING 6" WATERMAIN PIPE	EACH	$3,130.00	8	6	$18,780.00	6	$18,780.00
Base Bid	111	111	CONNECT TO EXISTING 10" WATERMAIN PIPE	EACH	$4,850.00	1	0	$0.00	0	$0.00
Base Bid	112	112	CONNECT TO EXISTING 12" WATERMAIN PIPE	EACH	$5,330.00	4	0	$0.00	0	$0.00
Base Bid	113	113	CONNECT TO EXISTING WATER SERVICE	EACH	$410.50	12	11	$4,515.50	11	$4,515.50
Base Bid	114	114	6" WATER MAIN - C900 PVC	LIN FT	$61.10	615	7	$427.70	7	$427.70
Base Bid	115	115	8" WATER MAIN - C900 PVC	LIN FT	$46.30	5604	0	$0.00	0	$0.00
Base Bid	116	116	12" WATER MAIN - C900 PVC	LIN FT	$61.10	2428	0	$0.00	0	$0.00
Base Bid	117	117	6" GATE VALVE AND BOX	EACH	$2,400.00	20	3	$7,200.00	3	$7,200.00
Base Bid	118	118	8" GATE VALVE AND BOX	EACH	$3,350.00	8	0	$0.00	0	$0.00
Base Bid	119	119	12" GATE VALVE AND BOX	EACH	$5,970.00	5	0	$0.00	0	$0.00
Base Bid	120	120	1" TYPE PE PIPE	LIN FT	$18.70	3513	443.5	$8,293.45	443.5	$8,293.45
Base Bid	121	121	1" CORPORATION STOP AND SADDLE	EACH	$925.50	95	11	$10,180.50	11	$10,180.50
Base Bid	122	122	1" CURB STOP AND BOX	EACH	$966.00	95	11	$10,626.00	11	$10,626.00
Base Bid	123	123	WATER SERVICE CASTING	EACH	$361.50	3	0	$0.00	0	$0.00
Base Bid	124	124	2" INSULATION	SQ YD	$31.50	8	0	$0.00	0	$0.00
Base Bid	125	125	4" INSULATION	SQ YD	$52.60	50	0	$0.00	0	$0.00
Base Bid	126	126	HYDRANT (8.5' BURY)	EACH	$7,140.00	3	2	$14,280.00	2	$14,280.00
Base Bid	127	127	HYDRANT (9' BURY)	EACH	$7,240.00	3	0	$0.00	0	$0.00
Base Bid	128	128	HYDRANT (9.5' BURY)	EACH	$7,350.00	5	0	$0.00	0	$0.00
Base Bid	129	129	HYDRANT (10' BURY)	EACH	$7,760.00	6	0	$0.00	0	$0.00
Base Bid	130	130	HYDRANT EXTENSION 6"	EACH	$1,440.00	3	0	$0.00	0	$0.00
Base Bid	131	131	HYDRANT EXTENSION 12"	EACH	$1,640.00	3	0	$0.00	0	$0.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	132	132	HYDRANT EXTENSION 18"	EACH	$1,860.00	3	0	$0.00	0	$0.00
Base Bid	133	133	DUCTILE IRON FITTINGS	POUND	$14.10	5091	214	$3,017.40	214	$3,017.40
Base Bid	134	134	TRACER WIRE SYSTEM (WATER MAIN)	LUMP SUM	$15,000.00	1	0	$0.00	0	$0.00
Base Bid	135	135	1" WATER SERVICE PIPE (TEMP WATER)	LIN FT	$0.01	1050	550	$5.50	550	$5.50
Base Bid	136	136	3" WATER SERVICE PIPE (TEMP WATER)	LIN FT	$0.01	3900	1550	$15.50	1550	$15.50
Base Bid	137	137	CONNECT TEMPORARY WATER SERVICE	EACH	$0.01	18	11	$0.11	11	$0.11
Base Bid	138	138	REPAIR SADDLE	EACH	$598.50	6	0	$0.00	0	$0.00
Base Bid	139	139	15" RC STORM SEWER PIPE (CLASS V)	LIN FT	$62.50	279	0	$0.00	0	$0.00
Base Bid	140	140	24" RC STORM SEWER PIPE (CLASS III)	LIN FT	$112.00	36	0	$0.00	0	$0.00
Base Bid	141	141	STORM SEWER STRUCTURE DESIGN H	EACH	$2,990.00	2	0	$0.00	0	$0.00
Base Bid	142	142	STORM SEWER STRUCTURE DESIGN 48-4020	EACH	$4,100.00	2	0	$0.00	0	$0.00
Base Bid	143	143	STORM TREATMENT UNIT	EACH	$46,000.00	1	0	$0.00	0	$0.00
Base Bid	144	144	CONNECT TO EXISTING STORM PIPE	EACH	$3,540.00	1	0	$0.00	0	$0.00
Base Bid	145	145	CLEAN AND TELEVISE STORM SEWER	LIN FT	$4.00	315	0	$0.00	0	$0.00
Base Bid	146	146	CLEAN ROOT CUTTING	LIN FT	$15.80	320	0	$0.00	0	$0.00
Base Bid	147	147	STORM INLET PROTECTION	EACH	$380.00	7	0	$0.00	0	$0.00
Base Bid	148	148	COMMON TOPSOIL BORROW (LV)	CU YD	$55.00	2095	0	$0.00	0	$0.00
Base Bid	149	149	48" BOULDER	EACH	$1,500.00	4	0	$0.00	0	$0.00
Base Bid	150	150	INSTALL SALVAGED BOULDER	EACH	$400.00	3	0	$0.00	0	$0.00
Base Bid	151	151	SILT FENCE, TYPE MS	LIN FT	$4.20	964	683	$2,868.60	683	$2,868.60
Base Bid	152	152	8" BIOROLL WOOD FIBER OR COMPOST LOG	LIN FT	$5.30	3023	610	$3,233.00	610	$3,233.00
Base Bid	153	153	CONSTRUCTION EXIT CONTROL	LUMP SUM	$10,500.00	1	0	$0.00	0	$0.00
Base Bid	154	154	CONIFEROUS TREE 6' HT B&B	EACH	$800.00	11	0	$0.00	0	$0.00
Base Bid	155	155	TURF ESTABLISHMENT (RFM)	SQ YD	$1.50	10210	0	$0.00	0	$0.00
Base Bid	156	156	TURF ESTABLISHMENT (CAT 25 BLANKET)	SQ YD	$3.70	500	0	$0.00	0	$0.00
Base Bid	157	157	SOIL ADDITIVE	SQ YD	$0.80	10210	0	$0.00	0	$0.00
Base Bid	158	158	SODDING, TYPE LAWN	SQ YD	$8.40	40042	0	$0.00	0	$0.00
Base Bid	159	159	WATERING (TREES)	PER 1,000 GAL	$300.00	4	0	$0.00	0	$0.00

Short Elliott Hendrickson Inc.
13850 Bluestem Court, Suite 150
Baxter, MN 56425-6029

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	160	160	WATERING (TURF & SOD DURING MAINTAINANCE PERIOD)	PER 1,000 GAL	$78.75	1509	0	$0.00	0	$0.00
Base Bid	161	161	WATERING (TURF & SOD POST MAINTAINANCE PERIOD)	PER 1,000 GAL	$78.75	698	0	$0.00	0	$0.00
Base Bid	162	162	TEMPORARY SEEDING	SQ YD	$0.25	50252	0	$0.00	0	$0.00
Allowance	163	163	EQUIPMENT ALLOWANCE	ALLOWANCE	$25,000.00	1	0	$0.00	0	$0.00
Allowance	164	164	IRRIGATION SYSTEM REPAIR	ALLOWANCE	$20,000.00	1	0	$0.00	0	$0.00
Allowance	165	165	LANDSCAPING RESTORATION	ALLOWANCE	$15,000.00	1	0	$0.00	0	$0.00
Totals:								**$591,865.19**		**$591,865.19**

Contract Total	**$591,865.19**

BAXTER
"A Growing Community"

STAFF REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2025 Water Supply Improvements - Wells 5 & 6 Monthly Update

Approval Required: No Action Required

BACKGROUND

The contract with SEH includes six (6) tasks to provide professional services associated with construction of two (2) additional water supply wells (Wells 5 & 6), raw watermain, and electrical components necessary to connect the wells to the Water Treatment Plant. The project includes bidding three (3) separate contracts to contractors and suppliers to expedite the construction timeline: (A) well construction, (B) utilities construction, and (C) electrical/control panel procurement.

Work Completed

- Contract A – Well Construction: Complete.
- Contract B – Raw Water Main and Electrical Improvements
    - Coordination work with City Staff continues for project related work.
    - A site walkthrough was conducted in May to ensure outstanding punch list items are understood by all parties. A second walkthrough was conducted on June 16th to evaluate the project site and identify the few remaining punchlist items.
- Contract C – Well Control Panels: Complete.

Work to be Completed

- Contract A – Well Construction: None, work is complete.
- Contract B - Raw Water Main and Electrical Improvements
    - Final turf establishment will be reviewed. Some areas need re-seeding.
    - Final punch list inspection by SEH.
- Contract C – Well Control Panels: None, work is complete.
- Final project documentation to City

FINANCIAL IMPLICATIONS

The project budget information is included in Exhibit A.

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

Exhibit A: Project Budget Summary for 2025 Water Supply Improvements- Wells 5 & 6
Municipal Project No. 6011-45040
Date: March 4, 2026

Budget Line Item	Project Budget
Contract A (Well Construction)	$407,095.00
Change Order 1 (Contract A/Traut)	$3,335.00
Change Order 3 (Contract A/Traut)	$5,000.00
Quantity Overrun (Contract A/Traut)	$68,570.00
Contract B (Raw Water Main and Electrical)	$1,024,385.10
Contract B (Paving Public Works Site- Bid Alt 2)	$93,000.00
Change Order 1 (Contract B/Pratts)	$11,269.65
Change Order 2 (Contract B/Pratts)	$41,534.59
Change Order 3 (Contract B/Pratts)	$24,513.69
Change Order 4 (Contract B/Pratts)	$6,550.65
Clearing & Grubbing (Pratt's Affordable Excavating Inv. # 5279)	$9,645.00
Contract C (Well Control Panels)	$154,944.00
Construction Total (Contracts A, B & C and Pratt's Clearing):	$1,849,842.68
Contingencies:	$38,101.52
Engineering and Testing (SEH/Braun):	$481,889.80
SCADA Integration (AE2S):	$69,766.00
Bonding, Finance, Administrative, Miscellaneous (approx 3%)	$50,900.00
Project Budget (Approved 2/17/2026):	**$2,490,500.00**

Consultant Budget Notes

Scope changes and other services outside of the original contract have been requested that impact the consultant budget, and were addressed with a fee amendment. SEH and City staff will continue to monitor the consultant budget. Additional construction administration and professional services for operations and maintenance related items are anticpated to be provided, which may impact the project budget.

ITEM REPORT
UTILITY COMMISSION

Agenda Date: 7/8/2026

Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve Pratt's Affordable Excavating Inc. Partial Pay Estimate No. 10 in the amount of $17,778.36 for work completed on Contract B related to the 2025 Water Supply Improvements – Wells 5 & 6, Municipal Project No. 6011-45040

Approval Required: Simple Majority Vote

BACKGROUND

The Council awarded a Contract to Pratt's Affordable Excavating Inc. at the April 1, 2025 Council Meeting in the amount of $1,124,854.10. The construction work under this contract (Contract B) is for raw water piping and appurtenances, and electrical improvements. The work is being completed for two new production wells at the Public Works Facility/Water Treatment Plant campus.

The work represented with this payment is for work completed through June 20, 2026, and includes payment for seeding at the site and a reduction in retainage. Retainage is being reduced as the project is nearing completion. A portion of the retainage is being held to account for work items that still need to be completed and to assure final documentation is provided by the Contractor.

Partial Pay Application No. 10 is presented in the amount of $17,778.36. SEH prepared this payment application and agrees with the amount represented.

FINANCIAL IMPLICATIONS

A project budget summary is included as Exhibit A for reference.

The Contractor has earned $1,189,439.04 to date. Per the contract, the retainage is 1.25 percent. The summary below notes the amount due to the Contractor.

Summary:
Gross Amount Due: $1,189,439.04
Less 1.25% Retainage: $14,867.99
Amount Eligible for Payment To Date: $1,174,571.05
Less Previous Payments: $1,156,792.69
Amount Due with Application for Payment No. 10 $17,778.36

The source of funds for this Pay Estimate is for the following:

- funding category "WELLS 5&6/(6011-05-430-45040)" in the amount of $15,743.87
- funding category "Public Works Paving/1001-03-431-45020" in the amount of $2,034.49

STAFF RECOMMENDATIONS

Staff recommends approval of Pratt's Affordable Excavating Inc. Partial Pay Estimate No. 10 in the amount of $17,778.36 for work completed on Contract B related to the 2025 Water Supply Improvements – Wells 5 & 6, Municipal Project No. 6011-45040.

COUNCIL ACTION REQUESTED

MOTION to Approve Pratt's Affordable Excavating Inc. Partial Pay Estimate No. 10 in the amount of $17,778.36 for work completed on Contract B related to the 2025 Water Supply Improvements – Wells 5 & 6, Municipal Project No. 6011-45040.

Short Elliott Hendrickson Inc.
13850 Bluestem Court, Suite 150
Baxter, MN 56425-6029

Contract Number: BAXTE 181112
Pay Request Number: 10

Project Number	Project Description
BAXTE 181112	2025 Water Supply Improvements - Wells 5 & 6: Contract B - Raw Water Main & Electrical Improvements

Contractor:	Pratt's Affordable Excavating Inc. 23069 Swan Lane Merrifield, MN 56465	**Vendor Number:**	N/A
		Up To Date:	06/20/2026

Contract Amount

Original Contract	$1,124,854.10
Contract Changes	$83,868.58
Revised Contract	$1,208,722.68

Work Certified To Date

Base Bid Items	$1,038,925.46
Contract Changes	$150,513.58
Material On Hand	$0.00
Total	$1,189,439.04

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$2,985.00	$1,189,439.04	$14,867.99	$1,156,792.69	$17,778.36	$1,174,571.05
		Percent: Retained: 1.25%			Percent Complete: 98.4%

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

Approved By: **Short Elliott Hendrickson Inc.**

Date 06/30/2026

Approved By: **Pratt's Affordable Excavating**

Laura Pratt

Date 6/30/26

Approved By: **City of Baxter**

Date

Approved By: **City of Baxter**

Date

Approved By: **City of Baxter Utilities Commission**

Date

BAXTER
"A Growing Community"

SEH

Short Elliott Hendrickson Inc.
13850 Bluestem Court, Suite 150
Baxter, MN 56425-6029

Payment Summary

No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2025-05-16	$108,590.02	$5,429.50	$103,160.52
2	2025-06-13	$416,817.39	$20,840.87	$395,976.52
3	2025-07-23	$243,434.38	$12,171.72	$231,262.66
4	2025-08-15	$97,597.71	$4,879.89	$92,717.82
5	2025-09-19	$23,865.59	$1,193.27	$22,672.32
6	2025-10-17	$237,593.30	$11,879.67	$225,713.63
7	2025-11-24	$48,305.00	$2,415.25	$45,889.75
8	2026-01-16	$10,250.65	$512.53	$9,738.12
9	2026-03-13	$0.00	($29,661.35)	$29,661.35
10	2026-06-20	$2,985.00	($14,793.36)	$17,778.36

Funding Category Name	Funding Category No.	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Public Works Paving (1001-03-431-45020)		$91,506.46	$1,143.83	$88,328.14	$2,034.49	$90,362.63
WELLS 5&6 (6011-05-430-45040)		$1,097,932.58	$13,724.16	$1,068,464.55	$15,743.87	$1,084,208.42

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
Public Works Paving (1001-03-431-45020)	Local	$2,034.49	$101,969.00	$100,469.00	$90,362.63
WELLS 5&6 (6011-05-430-45040)	Local	$15,743.87	$1,106,753.68	$1,024,385.10	$1,084,208.42

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	1	MOBILIZATION	LUMP SUM	$130,000.00	1	0	$0.00	1	$130,000.00
Base Bid	2	2	REMOVE BITUMINOUS PAVEMENT	SQ YD	$4.00	4020	0	$0.00	4267.65	$17,070.60
Base Bid	3	3	REMOVE DRANAGE STRUCTURE	EACH	$500.00	1	0	$0.00	0	$0.00
Base Bid	4	4	REMOVE STORM SEWER PIPE (PVC)	LIN FT	$10.00	134	0	$0.00	0	$0.00
Base Bid	5	5	REMOVE WATERMAIN (ANY SIZE)	LIN FT	$100.00	30	0	$0.00	16	$1,600.00
Base Bid	6	6	REMOVE CHAIN LINK FENCE	LIN FT	$10.00	40	0	$0.00	40	$400.00
Base Bid	7	7	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$6.00	110	0	$0.00	291	$1,746.00
Base Bid	8	8	SALVAGE AND REINSTALL CHAINLINK GATE	EACH	$500.00	1	0	$0.00	1	$500.00
Base Bid	9	9	SALVAGE AND REINSTALL SWING GATE ARM	EACH	$200.00	4	0	$0.00	2	$400.00
Base Bid	10	10	SALVAGE AND REINSTALL SWING GATE POST	EACH	$300.00	4	0	$0.00	4	$1,200.00
Base Bid	11	11	SALVAGE AND REINSTALL SIGN	EACH	$100.00	1	0	$0.00	1	$100.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	12	12	SALVAGE AND REINSTALL RIP RAP	LUMP SUM	$1,000.00	1	0	$0.00	0	$0.00
Base Bid	13	13	15" METAL APRON	EACH	$450.00	1	0	$0.00	0	$0.00
Base Bid	14	14	CONSTRUCTION WATER	PER 1000 GAL	$1.00	30	0	$0.00	0	$0.00
Base Bid	15	15	COMMON EXCAVATION (P) (P)	CU YD	$15.00	941	0	$0.00	941	$14,115.00
Base Bid	16	16	COMMON EMBANKMENT (P) (P)	CU YD	$15.00	1007	0	$0.00	1007	$15,105.00
Base Bid	17	17	TOPSOIL BORROW (LV)	CU YD	$10.00	500	0	$0.00	675	$6,750.00
Base Bid	18	18	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$92.00	0	0	$0.00	0	$0.00
Base Bid	19	19	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,C)	TON	$85.00	781	0	$0.00	999.67	$84,971.95
Base Bid	20	20	BITUMINOUS MATERIAL FOR TACK COAT	GAL	$3.00	406	0	$0.00	300	$900.00
Base Bid	21	21	AGGREGATE BASE, CL 5 (CV)	CU YD	$35.00	676	0	$0.00	781	$27,335.00
Base Bid	22	22	6" CONCRETE WALK	SQ FT	$15.00	130	0	$0.00	649.1	$9,736.50
Base Bid	23	23	CONSTRUCT DRAINAGE STRUCTURE DES F	EACH	$7,500.00	1	0	$0.00	0	$0.00
Base Bid	24	24	15" PVC STORM PIPE (SDR 26)	LIN FT	$80.00	123	0	$0.00	35	$2,800.00
Base Bid	25	25	CONNECT TO EXISTING STORM SEWER	EACH	$500.00	1	0	$0.00	2	$1,000.00
Base Bid	26	26	CLEAN AND TELEVISE STORM SEWER	LIN FT	$12.20	123	0	$0.00	0	$0.00
Base Bid	27	27	ADJUST FRAME & RING CASTING (SANITARY)	EACH	$1,000.00	1	0	$0.00	1	$1,000.00
Base Bid	28	28	CONNECT TO EXISTING WATERMAIN (12")	EACH	$2,000.00	2	0	$0.00	2	$4,000.00
Base Bid	29	29	CONNECT TO EXISTING WATERMAIN (14")	EACH	$2,500.00	1	0	$0.00	2	$5,000.00
Base Bid	30	30	CONNECT TO EXISTING WATERMAIN (24")	EACH	$5,500.00	1	0	$0.00	1	$5,500.00
Base Bid	31	31	CONNECT TO EXISTING WELL PITLESS ADAPTOR	EACH	$1,200.00	2	0	$0.00	2	$2,400.00
Base Bid	32	32	8" DUCTILE IRON PIPE, CL52	LIN FT	$100.00	36	0	$0.00	36	$3,600.00
Base Bid	33	33	6" PVC WATERMAIN (C900)	LIN FT	$50.00	45	0	$0.00	99	$4,950.00
Base Bid	34	34	8" PVC WATERMAIN (C900)	LIN FT	$58.00	156	0	$0.00	96	$5,568.00
Base Bid	35	35	12" PVC WATERMAIN (C900)	LIN FT	$80.00	8	0	$0.00	0	$0.00
Base Bid	36	36	14" PVC WATERMAIN (C905)	LIN FT	$175.00	6	0	$0.00	0	$0.00
Base Bid	37	37	20" PVC WATERMAIN (C905)	LIN FT	$115.00	1087	0	$0.00	1087	$125,005.00
Base Bid	38	38	24" PVC WATERMAIN (C905)	LIN FT	$300.00	7	0	$0.00	0	$0.00
Base Bid	39	39	6" GATE VALVE & BOX	EACH	$2,500.00	3	0	$0.00	3	$7,500.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	40	40	8" GATE VALVE & BOX	EACH	$3,500.00	4	0	$0.00	4	$14,000.00
Base Bid	41	41	12" GATE VALVE & BOX	EACH	$6,100.00	1	0	$0.00	1	$6,100.00
Base Bid	42	42	14" GATE VALVE & BOX	EACH	$17,500.00	1	0	$0.00	1	$17,500.00
Alternate 1	43	43	20-INCH BUTTERFLY VALVE	EACH	$15,000.00	2	0	$0.00	2	$30,000.00
Base Bid	44	44	2" INSULATION	SQ YD	$20.00	20	0	$0.00	39.12	$782.40
Base Bid	45	45	HYDRANT (8.5' BURY)	EACH	$7,200.00	1	0	$0.00	1	$7,200.00
Base Bid	46	46	HYDRANT (10' BURY)	EACH	$7,500.00	1	0	$0.00	1	$7,500.00
Base Bid	47	47	HYDRANT (11' BURY)	EACH	$8,000.00	1	0	$0.00	1	$8,000.00
Base Bid	48	48	6" HYDRANT EXTENSION	EACH	$1,100.00	1	0	$0.00	0	$0.00
Base Bid	49	49	12" HYDRANT EXTENSION	EACH	$1,300.00	1	0	$0.00	0	$0.00
Base Bid	50	50	DUCTILE IRON FITTINGS (EPOXY COATED)	LBS	$0.50	8157	0	$0.00	8157	$4,078.50
Base Bid	51	51	TRACER WIRE SYSTEM (WATER)	LUMP SUM	$2,500.00	1	0	$0.00	1	$2,500.00
Base Bid	52	52	METER VAULT (WELL 5)	LUMP SUM	$65,000.00	1	0	$0.00	1	$65,000.00
Base Bid	53	53	METER VAULT (WELL 6)	LUMP SUM	$65,000.00	1	0	$0.00	1	$65,000.00
Base Bid	54	54	ELECTRIC SYSTEM & COMPONENTS	LUMP SUM	$215,845.00	1	0	$0.00	1	$215,845.00
Base Bid	55	55	INSTALL MARKER SIGN	EACH	$250.00	4	0	$0.00	0	$0.00
Base Bid	56	56	CHAIN LINK FENCE	LIN FT	$34.00	156	0	$0.00	162	$5,508.00
Base Bid	57	57	1 1/2" CLEAN AND WASHED ROCK	CU YD	$75.00	30	0	$0.00	57	$4,275.00
Base Bid	58	58	WATERING TURF	PER 1000 GAL	$50.00	250	0	$0.00	0	$0.00
Base Bid	59	59	ROCK CONSTRUCTION ENTRANCE	LUMP SUM	$1,500.00	1	0	$0.00	0	$0.00
Base Bid	60	60	STORM DRAIN INLET PROTECTION	EACH	$100.00	4	0	$0.00	0	$0.00
Base Bid	61	61	8" BIOROLL, WOOD FIBER OR COMPOST	LIN FT	$5.00	1000	0	$0.00	495	$2,475.00
Base Bid	62	62	SILT FENCE, MACHINE SLICED	LIN FT	$2.50	1400	0	$0.00	611	$1,527.50
Base Bid	63	63	STREET SWEEPER (WET-PICKUP BROOM)	HOUR	$100.00	14	0	$0.00	0	$0.00
Base Bid	64	64	TURF ESTABLISHMENT (RFM)	SQ YD	$1.50	8163	1381	$2,071.50	11991	$17,986.50
Base Bid	65	65	TURF ESTABLISHMENT (CAT 25 BLANKET)	SQ YD	$3.00	300	0	$0.00	800	$2,400.00
Base Bid	66	66	SOIL ADDITIVE	SQ YD	$1.50	8163	0	$0.00	12086	$18,129.00
Allowance - Irrigation System Repair	67	67	IRRIGATION SYSTEM REPAIR	ALLOWANCE	$15,000.00	1	0	$0.00	1.038603	$15,579.05

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Alternate 2	68	68	MOBILIZATION	EACH	$3,500.00	1	0	$0.00	1	$3,500.00
Alternate 2	69	69	REMOVE CONCRETE WALK	SQ FT	$4.00	253	0	$0.00	280	$1,120.00
Alternate 2	70	70	SAWING CONCRETE WALK (FULL DEPTH)	LIN FT	$10.00	24	0	$0.00	20	$200.00
Alternate 2	71	71	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$5.00	520	0	$0.00	474	$2,370.00
Alternate 2	72	72	SALVAGE AND REINSTALL SIGN	EACH	$100.00	2	0	$0.00	0	$0.00
Alternate 2	73	73	MILL BITUMINOUS PAVEMENT (1.5" DEPTH)	SQ YD	$4.00	6080	0	$0.00	5658	$22,632.00
Alternate 2	74	74	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$92.00	0	0	$0.00	0	$0.00
Alternate 2	75	75	BITUMINOUS MATERIAL FOR TACK COAT	GAL	$3.00	550	0	$0.00	486	$1,458.00
Alternate 2	76	76	BITUMINOUS PATCH SPECIAL	SY YD	$52.00	150	0	$0.00	167.12	$8,690.24
Alternate 2	77	77	6" CONCRETE WALK	SQ FT	$12.00	253	0	$0.00	280	$3,360.00
Alternate 2	78	78	TRUNCATED DOMES	SQ FT	$75.00	15	0	$0.00	15	$1,125.00
Alternate 2	79	79	4" SOLID LINE PAINT (WHITE)	LIN FT	$0.58	700	0	$0.00	1334	$773.72
Alternate 2	80	80	HANDICAP SYMBOL PAINT	EACH	$35.00	2	0	$0.00	2	$70.00
Alternate 2	81	81	NO PARKING SYMBOL PAINT	EACH	$30.00	2	0	$0.00	2	$60.00
Alternate 2	82	82	ADJUST FRAME & RING CASTING (STORM)	EACH	$1,000.00	3	0	$0.00	0	$0.00
Alternate 2	83	83	ADJUST FRAME & RING CASTING (SANITARY)	EACH	$1,000.00	1	0	$0.00	0	$0.00
Alternate 2	84	84	ADJUST VALVE BOX	EACH	$500.00	1	0	$0.00	0	$0.00
Alternate 2	85	85	TURF ESTABLISHMENT (RFM)	SQ YD	$1.50	180	609	$913.50	1285	$1,927.50
Totals:								**$2,985.00**		**$1,038,925.46**

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
BAXTE 181112	CO1	86	SUPPLY FIBER & FIBER TERMINATION (LUMP SUM)	$8,145.90	1	$8,145.90	ITM	0	$0.00	1	$8,145.90
BAXTE 181112	CO1	87	YARD LIGHTS (FOR VAULT/CONTROL PANEL AT WELL 5 & WELL 6) (LUMP SUM)	$3,123.75	1	$3,123.75	ITM	0	$0.00	1	$3,123.75
BAXTE 181112	CO2	9	SALVAGE AND REINSTALL SWING GATE ARM (EACH)	$200.00	1	$200.00	ADJ				
BAXTE 181112	CO2	10	SALVAGE AND REINSTALL SWING GATE POST (EACH)	$300.00	2	$600.00	ADJ				
BAXTE 181112	CO2	15	COMMON EXCAVATION (P) (P) (CU YD)	$15.00	221	$3,315.00	ADJ				
BAXTE 181112	CO2	16	COMMON EMBANKMENT (P) (P) (CU YD)	$15.00	317	$4,755.00	ADJ				

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
BAXTE 181112	CO2	18	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) (TON)	$92.00	-650	($59,800.00)	ADJ				
BAXTE 181112	CO2	19	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,C) (TON)	$85.00	131	$11,135.00	ADJ				
BAXTE 181112	CO2	20	BITUMINOUS MATERIAL FOR TACK COAT (GAL)	$3.00	81	$243.00	ADJ				
BAXTE 181112	CO2	21	AGGREGATE BASE, CL 5 (CV) (CU YD)	$35.00	96	$3,360.00	ADJ				
BAXTE 181112	CO2	74	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) (TON)	$92.00	-540	($49,680.00)	ADJ				
BAXTE 181112	CO2	88	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) (TON)	$87.00	781	$67,947.00	ITM	0	$0.00	640	$55,680.00
BAXTE 181112	CO2	89	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) (TON)	$87.00	540	$46,980.00	ITM	0	$0.00	460	$40,020.00
BAXTE 181112	CO2	90	MODIFICATION 1 TO SITE GRADING MODEL (EACH)	$1,000.00	1	$1,000.00	ITM	0	$0.00	1	$1,000.00
BAXTE 181112	CO2	91	LOAD, HAUL, AND PLACE AGGREGATE MATERIAL (MILLINGS) (CU YD)	$24.05	158	$3,799.90	ITM	0	$0.00	158	$3,799.90
BAXTE 181112	CO2	92	MODIFICATION 2 TO SITE GRADING MODEL (LUMP SUM)	$1,000.00	1	$1,000.00	ITM	0	$0.00	1	$1,000.00
BAXTE 181112	CO2	93	TIE/PIN CONCRETE PANELS (SQ FT)	$10.00	413.6	$4,136.00	ITM	0	$0.00	413.6	$4,136.00
BAXTE 181112	CO2	94	CULVERT EXTENSION (LUMP SUM)	$2,543.69	1	$2,543.69	ITM	0	$0.00	1	$2,543.69
BAXTE 181112	CO3	95	MOBILIZATION (LUMP SUM)	$3,600.00	1	$3,600.00	ITM	0	$0.00	1	$3,600.00
BAXTE 181112	CO3	96	ADDITIONAL SITE GRADING (LUMP SUM)	$5,700.00	1	$5,700.00	ITM	0	$0.00	1	$5,700.00
BAXTE 181112	CO3	97	AGGREGATE BASE CLASS 5 (RECYCLED BITUMINOUS) (CU YD)	$45.00	90	$4,050.00	ITM	0	$0.00	90	$4,050.00
BAXTE 181112	CO3	98	TOPSOIL SHOULDERING/GRADING (LUMP SUM)	$4,200.00	1	$4,200.00	ITM	0	$0.00	1	$4,200.00
BAXTE 181112	CO3	99	SUMP PUMP AND ACCESSORIES (LUMP SUM)	$4,029.99	1	$4,029.99	ITM	0	$0.00	1	$4,029.99
BAXTE 181112	CO3	100	VAULT HEATERS (LUMP SUM)	$2,933.70	1	$2,933.70	ITM	0	$0.00	1	$2,933.70
BAXTE 181112	CO4	101	VAULT THERMOSTATS AND WIRING (LUMP SUM)	$2,118.90	1	$2,118.90	ITM	0	$0.00	1	$2,118.90
BAXTE 181112	CO4	102	DEHUMIDIFIERS (LUMP SUM)	$1,223.50	1	$1,223.50	ITM	0	$0.00	1	$1,223.50
BAXTE 181112	CO4	103	LADDER EXTENSIONS (LUMP SUM)	$2,552.26	1	$2,552.26	ITM	0	$0.00	1	$2,552.26
BAXTE 181112	CO4	104	REPLACE GASKETS IN AIR RELEASE VALVE (LUMP SUM)	$655.99	1	$655.99	ITM	0	$0.00	1	$655.99
Contract Change Totals:									**$0.00**		**$150,513.58**

Contract Change Totals			
No.	Description	Effective Date	Amount
1	Change Order No. 1	08/15/2025	$11,269.65
2	Change Order No. 2	09/19/2025	$41,534.59
3	Change Order No. 3	11/24/2025	$24,513.69
4	Change Order No. 4	01/14/2026	$6,550.65

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
24	24	15" PVC STORM PIPE (SDR 26)	2025-05-16	20 LIN FT $740.00	20 LIN FT $740.00	0 LIN FT $0.00
32	32	8" DUCTILE IRON PIPE, CL52	2025-05-16	40 LIN FT $1,786.00	36 LIN FT $1,607.40	0 LIN FT $0.00
33	33	6" PVC WATERMAIN (C900)	2025-05-16	60 LIN FT $630.00	60 LIN FT $630.00	0 LIN FT $0.00
34	34	8" PVC WATERMAIN (C900)	2025-05-16	160 LIN FT $2,896.00	96 LIN FT $1,737.60	0 LIN FT $0.00
35	35	12" PVC WATERMAIN (C900)	2025-05-16	20 LIN FT $765.00	1,087 LIN FT $53,371.70	0 LIN FT $0.00
36	36	14" PVC WATERMAIN (C905)	2025-05-16	20 LIN FT $584.00	3 EACH $1,597.68	0 EACH $0.00
37	37	20" PVC WATERMAIN (C905)	2025-05-16	1,100 LIN FT $54,010.00	4 EACH $2,208.43	0 EACH $0.00
39	39	6" GATE VALVE & BOX	2025-05-16	3 EACH $1,597.68	1 EACH $3,953.43	0 EACH $0.00
40	40	8" GATE VALVE & BOX	2025-05-16	4 EACH $2,208.43	1 EACH $12,453.43	0 EACH $0.00
41	41	12" GATE VALVE & BOX	2025-05-16	1 EACH $3,953.43	2 EACH $8,065.00	0 EACH $0.00
42	42	14" GATE VALVE & BOX	2025-05-16	1 EACH $12,453.43	1 EACH $4,957.25	0 EACH $0.00
43	43	20-INCH BUTTERFLY VALVE	2025-05-16	2 EACH $8,065.00	1 EACH $5,232.25	0 EACH $0.00
45	45	HYDRANT (8.5' BURY)	2025-05-16	1 EACH $4,957.25	1 EACH $5,407.25	0 EACH $0.00
46	46	HYDRANT (10' BURY)	2025-05-16	1 EACH $5,232.25	1 LUMP SUM $1,369.30	0 LUMP SUM $0.00
47	47	HYDRANT (11' BURY)	2025-05-16	1 EACH $5,407.25	20 LIN FT $740.00	0 LIN FT $0.00
48	48	6" HYDRANT EXTENSION	2025-05-16	1 EACH $889.00	36 LIN FT $1,607.40	0 LIN FT $0.00
49	49	12" HYDRANT EXTENSION	2025-05-16	1 EACH $1,046.00	60 LIN FT $630.00	0 LIN FT $0.00
51	51	TRACER WIRE SYSTEM (WATER)	2025-05-16	1 LUMP SUM $1,369.30	96 LIN FT $1,737.60	0 LIN FT $0.00

Contract Total	**$1,189,439.04**

Exhibit A: Project Budget Summary for 2025 Water Supply Improvements- Wells 5 & 6
Municipal Project No. 6011-45040
Date: March 4, 2026

Budget Line Item	Project Budget
Contract A (Well Construction)	$407,095.00
Change Order 1 (Contract A/Traut)	$3,335.00
Change Order 3 (Contract A/Traut)	$5,000.00
Quantity Overrun (Contract A/Traut)	$68,570.00
Contract B (Raw Water Main and Electrical)	$1,024,385.10
Contract B (Paving Public Works Site- Bid Alt 2)	$93,000.00
Change Order 1 (Contract B/Pratts)	$11,269.65
Change Order 2 (Contract B/Pratts)	$41,534.59
Change Order 3 (Contract B/Pratts)	$24,513.69
Change Order 4 (Contract B/Pratts)	$6,550.65
Clearing & Grubbing (Pratt's Affordable Excavating Inv. # 5279)	$9,645.00
Contract C (Well Control Panels)	$154,944.00
Construction Total (Contracts A, B & C and Pratt's Clearing):	$1,849,842.68
Contingencies:	$38,101.52
Engineering and Testing (SEH/Braun):	$481,889.80
SCADA Integration (AE2S):	$69,766.00
Bonding, Finance, Administrative, Miscellaneous (approx 3%)	$50,900.00

Project Budget (Approved 2/17/2026): **$2,490,500.00**

Consultant Budget Notes

Scope changes and other services outside of the original contract have been requested that impact the consultant budget, and were addressed with a fee amendment. SEH and City staff will continue to monitor the consultant budget. Additional construction administration and professional services for operations and maintenance related items are anticpated to be provided, which may impact the project budget.

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Water Treatment Plant HVAC Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

6/30/2026 Update Nick Brula & Neil Heinonen

SEH is under contract to prepare plans and specifications for an HVAC Improvement Project at the City's Water Treatment Plant. MAU-3 (Makeup Air Unit 3) is nearing the end of its useful life and needs to be replaced. FC-2 (Fan Coil Unit 2) has failed and the City is temporarily using portable dehumidifiers to reduce humidity in the high service pump room. Both units are needed to provide fresh air exchanges in the Water Treatment Plant to reduce corrosion caused by chemical vapors and humidity.

Work Completed:

- SEH, City Staff, and KA Mechanical staff met at the water plant to review the current layout and functionality of the system. The meeting consisted of background discussion regarding the buildings system and operation, and comments from staff and KA Mechanical regarding the overall system and numerous desired improvements or suggested modifications. A second site meeting was held on April 30th with the same parties for additional field review of the systems.
- SEH prepared a memo to document the existing system and recommend next steps for the project, and potential future projects to enhance the current HVAC system. The memo has been reviewed with staff, and is planned to be discussed with Utility Commission members in July.
- SEH and City Staff met on June 22nd to identify the scope of the current project, and to evaluate the potential for a subsequent project in 2027. The report identifies the current project and a potential 2nd phase of improvements in 2027 for consideration by Utility Commission at the July meeting.
- SEH prepared a fee amendment for additional services, which is included as a separate item at the July Utility Commission meeting.

Upcoming Work:

- Design and Bidding
- Contract Award and Construction

FINANCIAL IMPLICATIONS

Project costs will be covered under the City's Water Fund. The preliminary project budget is $584,000.

Preliminary Project Budget:

Construction	$450,000.00
Engineering	$80,570.00
City Costs	$15,000.00

Contingency	$38,430.00
Total	$584,000.00

STAFF RECOMMENDATIONS

UTILITY COMMISSION ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Accept "Ventilation Assessment for Water Treatment Plant" Report

Approval Required: Simple Majority Vote

BACKGROUND

SEH conducted an on-site evaluation of the Baxter Water Treatment Plant (WTP) on January 22, 2026 to investigate existing HVAC and ventilation systems, and identify deficiencies affecting indoor air quality. A second site meet was held in April for additional field verification and planning. The site visit and subsequent code review is presented in the report.

The report notes recommendations for targeted ventilation improvements focused on source control, continuous ventilation of critical zones, improved pressure management, and replacement of aging makeup air equipment. Key recommendations include replacement of MAU-3 with a new makeup air system to serve critical process and occupied spaces, and replacement of MAU-2 with a new two-speed makeup air system to improve chemical wing ventilation. The planning-level estimated construction cost for these improvements is noted in the report. In addition to work on the current project, the report also identifies a potential 2nd phase of improvements for the water plant in 2027.

FINANCIAL IMPLICATIONS

Included in the 2026 Water Enterprise Fund budget is $584,000 for the HVAC improvements outlined in the background. The cost associated with drafting this report is included in the Engineering cost in the Preliminary Project Budget below.

Preliminary Project Budget:

Construction	$450,000.00
Engineering	$80,570.00
City Costs	$15,000.00
Contingency	$38,430.00
Total	$584,000.00

STAFF RECOMMENDATIONS

Staff recommends accepting the "Ventilation Assessment for Water Treatment Plant" report.

UTILITY COMMISSION ACTION REQUESTED

MOTION to accept the "Ventilation Assessment for Water Treatment Plant" report.

Ventilation Assessment

Water Treatment Facility

Baxter, Minnesota

BAXTE 189660 | June 29, 2026

Building a Better World for All of Us®

Engineers | Architects | Planners | Scientists

Ventilation Assessment

Water Treatment Facility
Baxter, Minnesota

SEH No. BAXTE 189660

June 29, 2026

I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Nick Brula, PE

Date: June 29, 2026 License No.: 46656

Reviewed By: Neil Heinonen Date: June 29, 2026

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-3507
651.490.2000

Contents

Letter of Transmittal
Certification Page
Title Page
Contents

1 Background 1

2 Deficiencies Observed During January 22, 2026 Site Visit 1

3 Distinction Between Compressed Chlorine Gas and Chlorine Off-Gassing 2

4 Exposure Criteria and Observed Conditions 3

5 Existing HVAC and Ventilation Systems 3

6 Code and Safety Considerations 3

6.1 Review of Critical Ventilation Zones 4
6.2 Recommended Ventilation Basis 5

7 Conclusions 5

8 Recommendations 6

8.1 Replacement of MAU-3 6
8.2 Replacement of FC-2 7
8.3 Replacement of FCU-1 and SF-1 8
8.4 Replacement of MAU-2 and Chemical Wing Ventilation Strategy 9
8.5 Review Operation of MAU-4 10

List of Appendices

Appendix A WTP HVAC System Summary
Appendix B WTP Critical Zone Ventilation Table
Appendix C Chemical Room Code Review
Appendix D Baxter WTP Concept Plans

SEH is a registered trademark of Short Elliott Hendrickson Inc.

Ventilation Assessment

Water Treatment Facility

Prepared for City of Baxter

1 Background

On January 22, 2026, SEH conducted an on-site evaluation of the Baxter Water Treatment Plant (WTP) HVAC and ventilation systems to investigate reported chlorine odors, identify deficiencies contributing to reduced indoor air quality, evaluate potential occupational exposure concerns, and develop recommendations to improve indoor air quality throughout the facility.

The Baxter WTP consists of two occupied levels and a basement pipe gallery. The main level encompasses approximately 11,400 square feet, and the upper level encompasses approximately 10,200 square feet. The east end of the building, which houses the Public Works department, is served by separate HVAC equipment and is operationally independent from the water treatment plant wing.

Based on discussions with plant staff, the facility was originally designed to operate with significantly lower chlorine dosing levels than are currently required for the treatment processes. The present operating conditions utilize chlorine dosing rates that are approximately six times greater than the original design basis. This increase in chlorine usage has resulted in elevated levels of chlorine off-gassing within process areas, contributing to ongoing indoor air quality concerns and persistent chlorine odor throughout the facility. The existing ventilation systems were not designed to accommodate these increased off-gassing conditions, which has contributed to the observed issues with ventilation, air quality, and vapor migration.

This technical memorandum summarizes observations from the site visit, clarifies the distinction between compressed chlorine gas and chlorine off-gassing, reviews applicable exposure criteria, and identifies ventilation deficiencies contributing to current air quality concerns. The findings presented herein will be used to support discussion with the Baxter Utilities Commission.

2 Deficiencies Observed During January 22, 2026 Site Visit

The following deficiencies were identified during the January 22, 2026 site visit and are considered directly relevant to indoor air quality concerns and chlorine vapor migration within the facility:

1. **Room 106 (Dani's Office)**
   Room 106 lacks fresh air ventilation. The occupant reported poor indoor air quality conditions, including illness consistent with inadequate ventilation and contaminant accumulation.

2. **Unsealed Clearwell Access Hatches**
   Clearwell access hatches were observed to be unsealed. Chlorine off-gassing through these openings has been observed, creating a direct pathway for chlorine vapors to enter adjacent interior spaces.
3. **Basement Ventilation Operating Mode and Pressure Control**
   Basement ventilation is configured to operate only during occupancy. In addition, a basement exhaust fan was observed not shutting off, resulting in sustained negative pressure conditions. These conditions can draw contaminated air from clearwell tanks into the building envelope and occupied areas. Plant staff noted that facility air quality is sensitive to exhaust fan operation and pressure relationships.
4. **Chemical Room Ventilation**
   Chemical rooms are not ventilated continuously, which is inconsistent with current mechanical code for ventilation of chemical rooms with chemical storage above the maximum allowable quantity (MAQ).
5. **Pipe Gallery 110**
   Upper Pipe Gallery 110 lacks fresh air ventilation. Staff reported poor air quality, elevated humidity, and significant condensation accumulation on piping and equipment during summer months.
6. **Makeup Air Units MAU-2 and MAU-3**
   MAU-2 and MAU-3 which serve the chemical room and basement, were installed in 2007 and are past their expected service life. Continued performance, reliability, and availability of replacement parts are concerns.
7. **High Service Pump Room HVAC System**
   The High Service Pump Room is served by a fan coil unit, FC-2, that no longer functions properly. FC-2 cooling circuits are no longer functional. The space lacks fresh air ventilation.
8. **Corridor 114**
   Corridor 114 lacks fresh air ventilation.
9. **Aerator Room 201**
   Aerator room lacks fresh air ventilation.

Collectively, these deficiencies indicate that the facility does not have consistent ventilation coverage, effective pressure control, or reliable equipment performance necessary to prevent chlorine vapor accumulation and migration.

3 Distinction Between Compressed Chlorine Gas and Chlorine Off-Gassing

The primary concern expressed by City staff is a noticeable chlorine odor prevalent throughout the water treatment plant process areas. It is essential to distinguish between compressed chlorine gas and chlorine off-gassing, as the hazard profile, regulatory expectations, and appropriate engineering controls differ substantially.

Compressed chlorine gas is not used or stored at the Baxter WTP. No chlorine gas cylinders are utilized in the treatment process. Facilities that store compressed chlorine gas are subject to

additional life-safety requirements due to the potential for catastrophic release; such requirements are not applicable to the Baxter WTP under current operations.

Chlorine off-gassing is the relevant condition at this facility. Off-gassing occurs when dissolved chlorine is released from treated water surfaces (e.g., post-filtration water and clearwells), particularly during draining events or when hatches, lids, or piping are opened. This release is typically low-level and continuous and may accumulate in galleries and lower elevation spaces where air movement is limited.

Chlorine off-gassing is generally managed as an industrial ventilation and exposure control (hygiene) issue, whereas compressed chlorine storage is treated as a life-safety condition requiring specialized safety systems. The prevalent chlorine odor observed throughout the plant suggests inadequate ventilation and airflow to control off-gassed chlorine.

4 Exposure Criteria and Observed Conditions

The Occupational Safety and Health Administration (OSHA) has established a Permissible Exposure Limit (PEL) for chlorine of 0.5 parts per million (ppm) as an 8-hour time-weighted average.

Measured chlorine concentrations at the Baxter WTP have been observed in the parts-per-million range, with values of approximately 0.4 ppm identified in the filter gallery and upper-level spaces. Chlorine odor is generally detectable at concentrations near 0.3 ppm, which corresponds with reported odor conditions throughout the building.

While observed chlorine concentrations are below OSHA's regulatory limit, they are sufficiently close to the odor threshold to result in persistent and noticeable chlorine smell within occupied areas. The combination of measurable chlorine concentrations, persistent odor, and limited air movement indicates that existing ventilation systems are not adequately diluting or removing chlorine vapors under normal operating conditions.

5 Existing HVAC and Ventilation Systems

The water treatment plant is currently served by three makeup air units (MAUs), which provide the primary source of ventilation to process areas and the maintenance garage:

- **MAU-2:** Serves the chemical feed and storage rooms
- **MAU-3:** Serves the basement pipe gallery
- **MAU-4:** Serves the filter gallery

In addition to the makeup air units, various fan coil units, unit heaters, air conditioning units, and exhaust fans located throughout the facility provide climate control and supplemental ventilation. An itemized breakdown of existing HVAC equipment serving the facility is in Appendix A.

6 Code and Safety Considerations

Because compressed chlorine gas is not used or stored at the Baxter Water Treatment Plant (WTP), the facility is not subject to the full range of chlorine gas storage, containment, and emergency response requirements prescribed by mechanical, fire, and building codes. However, applicable codes and standards still require that chemical vapors be adequately controlled

through ventilation to protect personnel, maintain acceptable indoor air quality, and limit corrosion of building systems and equipment.

In Minnesota, there is not a single statute solely governing water treatment plant ventilation. Instead, multiple codes and standards apply, including:

- **2020 Minnesota State Mechanical Code**
- **2022 Recommended Standards for Water Works (Ten States Standards)**
- **Occupational Safety and Health Administration (OSHA) standards and guidelines**
- **ASHRAE Standard 62.1**

These standards collectively establish minimum ventilation requirements, exhaust provisions for chemical spaces where applicable, and general indoor air quality expectations. While minimum code ventilation rates are typically developed for standard commercial occupancies, additional ventilation is often necessary in water treatment facilities and other industrial environments to mitigate contaminants such as chlorine off-gassing and to maintain acceptable working conditions.

6.1 Review of Critical Ventilation Zones

The Minnesota Mechanical Code, Chapter 4 requires that occupied spaces within buildings shall be ventilated by mechanical ventilation or natural means. The Minnesota Mechanical Code, Chapter 5 requires that where hazardous material storage exceeding the maximum allowable quantity per control area occurs, continuous mechanical exhaust ventilation shall be provided. The Fluoride Room currently houses fluoride quantity above the maximum allowable quantity per control area. Code review of the chemical storage room and fluoride room is included in **Appendix C**.

Review of critical zones within the Baxter WTP indicates that the following spaces do not meet the current minimum code-required ventilation rates:

- **Dani's Office 106**
- **High Service Pump Room 109**
- **Pipe Gallery 110**
- **Corridor 114**
- **Aerator Room 201**
- **Chemical Feed Storage 112**
- **Fluoride Room 113**

In addition to the above code deficiencies, several spaces currently meet the minimum code ventilation requirements but require modification of ventilation control strategy and additional ventilation beyond the code minimum to ensure adequate indoor air quality and to mitigate the accumulation and migration of chlorine vapors within the facility. These spaces include:

- **Basement Pipe Gallery 001**
- **Lobby 102**
- **Corridor 107**

For water treatment and process-adjacent spaces, reliance solely on minimum code ventilation rates may be insufficient to address low-level continuous chlorine off-gassing, particularly where

vapor migration pathways, negative pressure conditions, or intermittent ventilation operation exist.

6.2 Recommended Ventilation Basis

To improve indoor air quality and limit the buildup of chlorine vapors, it is recommended that critical zones throughout the plant be ventilated at a minimum rate of approximately 2 air changes per hour (ACH), unless a higher rate is warranted based on space usage, chemical storage, or engineering judgment. This recommended ventilation rate is intended to supplement code minimum requirements and provide improved dilution and removal of off-gassed chlorine under normal operating conditions.

A comprehensive ventilation summary table has been developed and is included in Appendix B. This table documents, for each critical space:

- Applicable codes and standards
- Occupancy classification
- Minimum required ventilation
- Existing ventilation conditions
- Recommended ventilation improvements

7 Conclusions

Based on field observations from the January 22, 2026 site visit, review of existing HVAC systems, and evaluation of applicable codes and standards, chlorine odors and measured concentrations at the Baxter Water Treatment Plant (WTP) are consistent with low-level chlorine off-gassing combined with incomplete ventilation coverage, adverse pressure relationships, and reliability issues associated with aging ventilation equipment.

As documented in *Section 2 – Deficiencies Observed During January 22, 2026 Site Visit*, multiple occupied, process-adjacent, and circulation spaces lack ventilation or proper control of airflow and pressure relationships. Review of these deficiencies against applicable code requirements, indicates that several spaces do not meet current minimum code-required ventilation rates, including **Office 106 (Dani's office), High Service Pump Room 109, Pipe Gallery 110, Aerator Room 201, and Corridor 114**. These conditions represent code deficiencies requiring corrective action.

In addition, several spaces that nominally meet minimum code ventilation requirements were observed to experience poor indoor air quality, chlorine odor persistence, elevated humidity, or vapor migration. These spaces—including **Basement Pipe Gallery 101, Lobby 102, Corridor 107, Chemical Feed Storage 112, and Fluoride Room 113**—demonstrate that code-minimum ventilation alone is insufficient to mitigate low-level continuous chlorine off-gassing under current operating conditions. In these areas, deficiencies are primarily related to ventilation control strategy, operating mode, pressure relationships, and insufficient dilution rather than the complete absence of ventilation.

Unsealed clearwell hatches, intermittent or improperly sequenced ventilation operation, sustained negative pressure conditions, and unventilated galleries provide direct pathways for chlorine vapors to accumulate and migrate into occupied portions of the facility. While measured chlorine concentrations have remained below OSHA's Permissible Exposure Limit, they are consistently

near or above the odor threshold, resulting in persistent chlorine smell and staff concern. These conditions also increase the potential for corrosion of building systems and equipment.

To address these findings, mitigation of chlorine odor and indoor air quality concerns at the Baxter WTP will require a coordinated approach that includes:

- Source control, including sealing identified off-gassing pathways such as clearwell hatches;
- Ventilation coverage, providing fresh air and exhaust to spaces currently lacking code-compliant ventilation;
- Pressure control, avoiding sustained negative pressure conditions that draw chlorine vapors into occupied areas;
- Enhanced dilution, supplementing code-minimum ventilation rates in critical zones to better control low-level continuous off-gassing;
- Equipment reliability, including replacement or rehabilitation of end-of-life ventilation equipment such as FC-2, MAU-2, and MAU-3.

Consistent with the analysis presented in **Section 6**, it is recommended that critical zones throughout the facility be ventilated at a rate of approximately 2 air changes per hour (ACH), unless higher rates are warranted based on space usage, chemical storage, or engineering judgment. A detailed ventilation summary, including code requirements, existing conditions, and recommended improvements for each critical space, is provided in **Appendix B** to support prioritization of corrective actions and review by the Baxter Utilities Commission.

8 Recommendations

Based on the January 22, 2026 site visit, review of existing HVAC systems, and evaluation of indoor air quality conditions and applicable codes, SEH recommends the following actions to mitigate chlorine odors, improve ventilation performance, and address identified deficiencies. These recommendations are intended to be implemented in a coordinated manner and are presented conceptually to support Utilities Commission review. Concept plans for recommended improvements are included in **Appendix D.**

8.1 Replacement of MAU-3

8.1.1 Remove existing MAU-3 and replace with a new Dedicated Outdoor Air System (DOAS).

MAU-3 is past its expected service life and has experienced component failure requiring significant maintenance and repair. It is recommended the unit be replaced with a new dedicated outdoor air system (DOAS). The new DOAS unit to include corrosion-resistant construction and coatings suitable for chlorine exposure, a hot water heating coil, energy recovery wheel, and a DX cooling section. The system shall be configured to provide continuous, neutral ventilation (24 hours per day) to critical zones within the facility. The new unit will include split DX cooling with remote condenser installed on grade on South side of the building. Fence and concrete pad may be extended to accommodate the new condenser.

New ventilation ductwork will be extended to serve both supply and dedicated exhaust for identified critical spaces. Continuous operation is recommended to limit accumulation and migration of chlorine vapors and to maintain stable pressure relationships.

The following continuous ventilation rates are recommended for critical zones served by the new DOAS:

- **Basement Pipe Gallery 001:** 1,000 CFM
- **Corridor 114:** 730 CFM
- **Mechanical Equipment Room 201 (Aerator Room):** 460 CFM

These airflow rates are intended to supplement minimum code requirements and generally align with a target ventilation rate of approximately 2 air changes per hour (ACH) in critical zones, as discussed in Section 6.

Estimated construction cost: $288,000

- Cost includes:
  - Removal of existing MAU-3
  - Furnishing and installation of a new **Dedicated Outdoor Air System (DOAS)** with:
    - Corrosion-resistant construction and coatings
    - Hot water (glycol) heating coil
    - DX cooling section
    - Energy recovery wheel
  - New supply and dedicated exhaust ductwork serving critical zones
  - Controls integration, electrical work, testing, and balancing
- Engineering design, permitting, commissioning, and construction contingencies beyond normal contractor allowances are not included

8.2 Replacement of FC-2

8.2.1 Remove existing FC-2 and replace with a new air handling unit (AHU) capable of heating, cooling, and ventilation.

FC-2, which serves the high service pump room, no longer functions as originally intended. The system no longer provides requisite cooling and heating capacity and is past its expected service life. It is recommended that FC-2 be replaced with a new air handling unit (AHU). The new AHU will include corrosion-resistant construction and coatings suitable for chlorine exposure, a hot water heating coil, and a DX cooling section. The system will provide conditioning and ventilation to the high service pump room and pipe gallery. The new air handler will include split DX cooling with remote condenser installed on the roof.

Dedicated exhaust fans will be installed in the high service pump room and pipe gallery to improve air movement and to mitigate buildup of chlorine vapors.

The following continuous ventilation rates are recommended for critical zones served by the new AHU:

- **High Service Pump Room 109:** 950 CFM
- **Upper Filter / Pipe Gallery 110:** 400 CFM

These airflow rates are intended to supplement minimum code requirements and generally align with a target ventilation rate of approximately 2 air changes per hour (ACH) in critical zones, as discussed in Section 6.

Estimated construction cost: $162,000

- Cost includes:
  - Removal of existing FC-2
  - Furnishing and installation of a new **Air Handling Unit (AHU)** with:
    - Corrosion-resistant construction and coatings
    - Hot water (glycol) heating coil
    - DX cooling section
    - Remote condenser
    - Dedicated exhaust for high service pump room and pipe gallery.
  - New supply and dedicated exhaust ductwork serving critical zones.
  - Controls integration, electrical work, testing, and balancing
- Engineering design, permitting, commissioning, and construction contingencies beyond normal contractor allowances are not included

8.3 Replacement of FCU-1 and SF-1

8.3.1 Remove existing fan coil unit, FCU-1 and supply fan, SF-1 and replace with a new fan coil unit and energy recovery ventilator with increased ventilation capability.

In order to increase ventilation and improve air quality in the public works lobby, corridor, and office, it is recommended that the fan coil unit and supply fan serving these spaces be removed and replaced with a new fan coil capable of heating and cooling and an energy recovery ventilator that will provide increased ventilation to the lobby, corridor, and office. The new air handler will include split DX cooling with remote condenser installed on the roof.

The following continuous ventilation rates are recommended for critical zones served by the new fan coil unit and energy recovery ventilator:

- **Lobby 102:** 200 CFM
- **Office 106:** 35 CFM
- **Corridor 107:** 140 CFM

Estimated construction cost: $83,000

- Cost includes:
  - Removal of existing FCU-1 and SF-1
  - Furnishing and installation of a new **Fan Coil Unit (FCU)** with:
    - Hot water (glycol) heating coil
    - DX cooling section
    - Remote condenser
  - Furnishing and installation of a new **Energy Recovery Ventilator (ERV)** with:
    - Cross flow heat exchanger.
  - New supply, return, and dedicated exhaust ductwork serving critical zones.
  - Controls integration, electrical work, testing, and balancing.

- Engineering design, permitting, commissioning, and construction contingencies beyond normal contractor allowances are not included

8.4 Replacement of MAU-2 and Chemical Wing Ventilation Strategy

8.4.1 Remove the existing MAU-2 and associated exhaust fans and replace with a new two-speed makeup air unit and dedicated exhaust system.

The new MAU-2 system will be designed to operate at variable ventilation rates based on occupancy and operational conditions within the chemical wing.

- During **unoccupied hours**, the system will operate at a reduced ventilation rate of approximately **1 CFM per square foot (1070 CFM)** to maintain baseline air quality and limit vapor buildup. This follows ventilation requirements for chemical storage rooms above the maximum allowable quantity.
- Upon **occupancy or entry**, the system should increase to a higher ventilation rate corresponding to approximately **2,000 CFM** to provide enhanced dilution and removal of chemical vapors.

The new MAU and exhaust fans to be extended and connected to existing ductwork systems serving the chemical wing, with modifications as required to achieve the recommended airflow rates. A new, separate exhaust fan will be installed to serve the fluoride room and ensure no cross contamination of air streams.

Recommended ventilation rates for chemical spaces are as follows:

- **Chemical Feed Storage 112:**
  - 1,010 CFM (unoccupied)
  - 1,600 CFM (occupied)
- **Fluoride Room 113:**
  - 60 CFM (unoccupied)
  - 100 CFM (occupied)

Continuous or near-continuous exhaust in these spaces is recommended to align with mechanical code expectations for chemical storage and to limit migration of chemical and chlorine vapors to adjacent areas.

Estimated construction cost: $131,000

- Cost includes:
  - Removal of existing MAU-2 and associated exhaust fan and Fluoride room exhaust fan.
  - Furnishing and installation of a new two-speed makeup air unit with dedicated exhaust. Separate exhaust fan will be provided for the Fluoride room.
  - Modifications to existing ductwork to serve chemical spaces
  - Controls integration to allow reduced ventilation during unoccupied periods and increased ventilation upon occupancy
  - Electrical work, gas piping, testing, and balancing
- Engineering design, permitting, commissioning, and construction contingencies beyond normal contractor allowances are not included

8.5 Review Operation of MAU-4

8.5.1 Provide further assessment and evaluation of the operation of MAU-4, which serves filter bays.

MAU-4 currently ventilates the upper-level filter bays. The system provides 3500 CFM which equates to approximately 6 ACH. This airflow rate is typical for open cell filter bays. Staff have indicated that high chlorine concentration has been observed at the outlet of MAU-4 and at the discharge section of the unit. The unit provides 100% outside air. Further investigation is required to assess operation and determine corrective actions.

Appendix A

WTP HVAC System Summary

Baxter WTP HVAC System Summary					
Equipment Name	**Quantity**	**Year New**	**Useful Life**	**Type of Equipment**	**Room Name**
Air Exchange Unit for filter Room	1	2022	20	Air Exchange	Aerator Room
Quest Hi-E Dry Humidifier	1	2022	20	Dehumidifier	Aerator Room
Air Exchange Unit (MAU-2)	1	2007	15	Make-Up Air	Aerator Room
Air Exchange Unit (MAU-3)	1	2007	19	Make-Up Air	Aerator Room
Unit Heater	4	2023	15	Unit Heaters	Aerator Room
Quest Hi-E Dry Humidifier	1	2022	8	Dehumidifier	Basement
Heating Unit (FC-2)	1	2007	19	Unit Heaters	Basement
Unit Heater	4	2023	10	Dehumidifier	Basement
Unit Heater	1	2007	10	Dehumidifier	Brine Generator Room
Boiler	2	2007	20	Heating System	Building
Heating System	1	2007	20	Heating System	Building
HI-E Dry Humidifier	1	2023	8	Dehumidifier	Chemical Feed Room
Heater and Thermostat	1	2024	20	Heating System	Chemical Feed Room
Electric Unit Heater	1	2007	10	Unit Heaters	Chemical Feed Room
Exhaust Fan	1	2021	15	Air Exchange	Filter Room
Unit Heater	4	2024	7	Unit Heaters	Filter Room
Fresh Air Intake / Exhaust System	1	2007	15	Make-Up Air	Fluoride
Electric Unit Heater	1	2007	10	Unit Heaters	Fluoride
Quest Hi-E Dry Humidifier	1	2023	8	Dehumidifier	High Service Pump Room
Heating Unit (FC-2)	1	2007	19	Unit Heaters	High Service Pump Room
HI-E Dry Humidifier	1	2007	8	Dehumidifier	Main Hallway
Heating Unit (FC-4)	1	2007	19	Unit Heaters	Main Hallway
Unit Heater	1	2007	10	Unit Heaters	Main Hallway
ACU-3	1	2007	20	Air Conditioning System	MCC Room
Unit Heater	1	2007	10	Unit Heaters	MCC Room
Ceiling Fan	2	2007	10	Ceiling Gans	Pipe Gallery Room
HI-E Dry Humidifier	2	2007	8	Dehumidifier	Pipe Gallery Room
Unit Heater	2	2007	10	Unit Heaters	Pipe Gallery Room

Appendix B

WTP Critical Zone Ventilation Table

Baxter Water Treatment Plant Critical Zone Ventilation Table											
Room No	Room Name/Type	Area (Sq. Ft.)	Height (Ft.)	Volume (Cu. Ft.)	Applicable Code	Occupancy Clasification	Code Occupany	Minimum Code Required Ventilation Rate (CFM)	Current Ventilation Rate (CFM)	Recommended Ventilation Rate (CFM)	Recommended Ventilation Improvements
001	Basement Pipe Gallery	1973	15.5	30582	ASHRAE 62.1	Occupiable Storage	4	138	3000 (Only When Occupied)	1019	Revise ventilation rate to 1000 CFM of outside air (approxiamtely 2 air changes/hour) Provide continous ventilation (all hours) to mitigate fume buildup.
102	Lobby	550	10.5	5775	Minnesota Mechanical and Fuel Gas Code	Main Entry Lobby	6	61	75	193	Increase ventilation rate to 200 CFM of outside air (approximately 2 air changes/hour) during occuppied hours.
103	Control Room	390	9	3510	Minnesota Mechanical and Fuel Gas Code	Office Space	2	33	50	50	Ventilation system was previoulsy upgraded to included powered ventilation fan and dehumidification. No further changes necessary.
106	Office	127	8.3	1054	Minnesota Mechanical and Fuel Gas Code	Office Space	1	11	0	35	Increase ventilation rate to 35 CFM of outside air (approximately 2 air changes/hour) during occuppied hours.
107	Corridor	390	10.5	4095	Minnesota Mechanical and Fuel Gas Code	Corridor	0	23.4	75	137	Increase ventilation rate to 140 CFM of outside air (approximately 2 air changes per hour) during occuppied hours.
109	High Service Pump Room	1350	21	28350	ASHRAE 62.1	Manufacturing	9	309	0	945	Increase ventilation rate to 950 CFM of outside air (approximately 2 air changes/hour). Provide continous ventilation (all hours) to mitigate fume buildup.
110	Pipe Gallery	770	15.5	11935	ASHRAE 62.1	Manufacturing	5	176	0	398	Increase ventilation rate to 400 CFM of outside air (approximately 2 air changes/hour). Provide continous ventilation (all hours) to mitigate fume buildup.
112	Chemical Feed Storage	1007	16	16112	Minnesota Mechanical and Fuel Gas Code	Storage In Excess of Maximum Allowable Quantity	NA	1007	1900 (Only When Occupied)	1007	Revise ventilation rate to 1010 CFM of outside air 1 CFM per Square Foot. Provide continous ventilation (all hours) to mitigate fume buildup.
113	Fluoride	60	16	960	Minnesota Mechanical and Fuel Gas Code	Storage In Excess of Maximum Allowable Quantity	NA	60	100 (Only When Occupied)	60	Revise ventilation rate to 60 CFM of outside air (1 CFM per square foot) Provide continous ventilation (all hours) to mitigate fume buildup.
114	Corridor	915	24	21960	Minnesota Mechanical and Fuel Gas Code	Corridor	2	64	0	732	Increase ventilation rate to 730 CFM of outside air (approximately 2 air changes/hour). Provide continuous ventilation (all hours) to mitigate fume buidup.
201	Aerator Room	2000	19	38000	ASHRAE 62.1	Manufacturing	14	458	0	460	Increase ventilation rate to 460 CFM of outside air in compliance with code minimum requirments.

Appendix C

Chemical Room Code Review

SECTION 01 41 13

MINNESOTA CODE REVIEW

PART 1 GENERAL

Building: Baxter WTP
Client: City of Baxter, MN
SEH No.: BAXTE 189660
DATE: May 14, 2026

Referenced Codes
2020 Minnesota State Building Code (MNSBC)

- Chapter 1305 - 2018 International Building Code - IBC
- Chapter 1315 - 2020 National Electrical Code - NFPA 70
- Chapter 1323 (Commercial) - 2018 International Energy Conservation Code - IECC
- Chapter 1341 - Accessibility for Buildings and Facilities (Chapter 11 of 2018 IBC & 2009 ICC / A117.1)
- Chapter 1346 - 2012 International Mechanical Code - IMC and 2018 International Fuel's Gas Code - IFGC
- Chapter 4714 - MN Plumbing Code (2012 Uniform Plumbing Code - UPC)
- Chapter 7511 - 2018 International Fire Code

COMMENTARY

This existing water treatment facility was constructed in 2006. The building is a two-story structure with a basement and is classified as Type IIB construction. The primary occupancy of the building is designated as F-2, with accessory occupancies of B for offices and A-3 for the break room. An adjacent garage building is treated as a separate building and is separated by a 3-hour fire wall. The existing chemical room is separated from the remainder of the plant by 1-hour fire barriers and a 1-hour horizontal assembly. The building is not sprinklered. Information regarding the original construction was obtained from project drawings dated January 2006 prepared by Advanced Engineering and Environmental Services, Inc.
This code review focuses primarily on the hazard evaluation of chemicals stored and used in the existing water treatment plant chemical room. The review evaluates the maximum allowable quantities for each chemical in order to determine the applicable occupancy classification and related code requirements for the chemical room only. In addition to chemical hazard classification, this report addresses the applicable occupancy designation, hazardous materials provisions, control area considerations, ventilation, spill control and secondary containment, fire protection features, alarm and detection requirements, and means of egress as they apply to the chemical room evaluation. This is not a comprehensive building code review, but rather a focused analysis of the code requirements associated with chemical storage and use in this area. This code review was completed primarily in accordance with Chapter 1305 of the MNSBC, with related provisions from other adopted codes referenced where applicable.

1.01 IBC CHAPTER 3 - OCCUPANCY TYPE

A. Occupancy Type H-4 – High Hazard (Reference IBC 307.6)
   1. The use of a building or structure, or a portion thereof, that involves the manufacturing, processing, generation, or storage of materials that constitute a physical or health hazard in quantities in excess of those allowed in control areas. (Reference IBC 307.1)
   2. Buildings and structures containing materials that are health hazards. (Reference IBC 307.6)
      a. Hydrofluosilicic Acid (Fluoride)
         1) Maximum allowable quantity per control area
            a) Corrosive (stored and/or in use in a closed loop system) – 500 gal.
            b) Toxic (stored and/or in use in a closed loop system) – 50 gallons

1.02 IBC CHAPTER 4 - SPECIAL PROVISIONS BASED ON USE AND OCCUPANCY

A. Hazardous Materials (IBC Section 414)
   1. Information required. A report shall be submitted to the building official identifying the maximum expected quantities of hazardous materials to be stored, used in a closed system and used in an open system, and subdivided to separately address hazardous material classification categories based on Tables 307.1(1) and 307.1(2). The methods of protection from such hazards, including but not limited to control areas, fire protection systems and Group H occupancies shall be indicated in the report and on the construction documents. The opinion and report shall be prepared by a qualified person, firm or corporation approved by the building official and provided without charge to the enforcing agency. For buildings and structures with an occupancy in Group H, separate floor plans shall be submitted identifying the locations of anticipated contents and processes so as to reflect the nature of each occupied portion of every building and structure. (IBC Section 414.1.3)
      a. Hydrofluosilicic Acid (Fluoride) – Health Hazard (corrosive, toxic)
         1) Quantity stored and/or in use in a closed loop system: 300 gallons
      b. Orthophosphate LPC-4 (non-hazardous)
         1) Quantity stored and/or in use in a closed loop system: 300 gallons
      c. Sodium Hypochlorite (0.8%) (non-hazardous)
         1) Quantity stored and/or in use in a closed loop system: 300 gallons
   2. Design and number of Control Areas (Reference IBC Table 414.2.2)
      a. Not applicable – All hazardous materials addressed in this review are stored in the chemical room. Current quantities of hydrofluosilicic acid in the room exceed the maximum allowable quantities. Accordingly, the chemical room is evaluated as **H-4 occupancy**.
   3. Ventilation (Reference IBC 414.3):
      a. Rooms, areas or spaces of group H in which explosive, corrosive, combustible, flammable or highly toxic dusts, mists, fumes, vapors or gases are or may be emitted due to the processing, use, handling or storage of materials shall be mechanically ventilated as required by the International Fire Code and the International Mechanical Code
         1) IFC and IMC Requirements
            a) Indoor storage areas and storage buildings shall be provided with mechanical exhaust ventilation or natural ventilation can be shown to be acceptable for the materials as stored (Reference IFC 5004.3 and IMC 502.8.1).
               (1) Quantities exceeding the maximum allowable quantity per control area. The storage and use of corrosive materials in amounts exceeding the maximum allowable quantity per control area indicated in Section 5003.1 shall be in accordance with this chapter and Chapter 50. (Reference IFC 5403.2)
   4. Inside storage, dispensing and use (Reference IBC 414.5):
      a. The inside storage, dispensing and use of hazardous materials shall be in accordance with Sections 414.5 and the International Fire Code
         1) Explosion control (Reference IBC 414.5.1)
            a) Explosion control shall be provided in accordance with the International Fire Code as required by Table 414.5.1 where quantities of hazardous materials specified in that table exceed the maximum allowable quantities in Table 307.1(1) or where a structure, room or space is occupied for purposes involving explosion hazards as required by Section 415 or the International Fire Code.
               (1) Not Applicable: Hazards listed in Table 414.5.1 are not present.
            b) IFC Requirement - Explosion control shall be provided in the following locations: Where quantities of hazardous materials specified in Table 911.1 exceed the maximum allowable quantities in Table 5003.1.1(1).
               (1) Not applicable – Hazards listed in Table 911.1 are not present.
         2) Emergency or Standby Power (Reference IBC 414.5.2):
            a) Where required by the International Fire Code or this code, mechanical ventilation, treatment systems, temperature control, alarm, detection or other electrically operated systems shall be provided with emergency or standby power in accordance with Section 2702. For storage and use areas for highly toxic or toxic materials, see Sections 6004.2.2.8 and 6004.3.4.2 of the International Fire Code.

(1) Not applicable when fail/safe system is provided (Reference IBC 414.5.2.2)

b) IFC Requirement - Where mechanical ventilation, treatment systems, temperature control, alarm, detection, or other electrically operated systems are required, such systems shall be provided with an emergency or standby power in accordance with IFC Section 1203 (Reference IFC 5004.7).

(1) Emergency or standby power is required for toxic or highly toxic liquid hazard areas where IFC Chapter 60 mandates powered ventilation or detection systems, but is not required for corrosive hazardous materials where no such systems are mandated.

c) Where required:

(1) Exit Signs - Emergency power shall be provided for exit signs as required in Section 1013.6.3. The system shall be capable of powering the required load for a duration of not less than 90 minutes (Reference IBC 2702.2.6).

(2) Hazardous Materials - Emergency or standby power shall be provided in occupancies with hazardous materials where required by the International Fire Code (Reference IBC 2702.2.10).

(a) IFC Requirement - Emergency and standby power shall be provided in occupancies with hazardous material as required in the following sections: Section 5004.7 and 5005.1.5.

(3) Means of Egress Illumination – Emergency power shall be provided for means of egress illumination as required in Section 1008.3. The system shall be capable of powering the required load for a duration of not less than 90 minutes (Reference IBC 2702.2.13).

3) Spill control, drainage and containment. (Reference IBC 414.5.3):

a) Rooms, buildings or areas occupied for the storage of solid and liquid hazardous materials shall be provided with a means to control spillage and to contain or drain off spillage and fire protection water discharged in the storage area where required in the International Fire Code. The methods of spill control shall be in accordance with the International Fire Code (Reference IBC 414.5.3)

b) IFC Requirement – Where required by other provisions of Section 5005, spill control and secondary containment shall be provided for hazardous material liquids in accordance with Section 5004.2.

(1) Rooms, buildings or areas used for the storage of liquid or solid hazardous materials shall be provided with spill control and secondary containment in accordance with Sections 5004.2.1 through 5004.2.3 (Reference IFC 5004.2).

(a) Spill Control: Rooms, buildings or areas used for the storage of hazardous material liquids in individual vessels having a capacity of more than 55 gallons (208 L), or in which the aggregate capacity of multiple vessels exceeds 1,000 gallons (3785 L), shall be provided with spill control to prevent the flow of liquids to adjoining areas.

(b) Secondary Containment: Where required by Table 5004.2.2 buildings, rooms or areas used for the storage of hazardous materials liquids or solids shall be provided with secondary containment in accordance with this section where the capacity of an individual vessel or the aggregate capacity of multiple vessels exceeds both of the following:

(i) Liquids: Capacity of an individual vessel exceeds 55 gallons (208 L) or the aggregate capacity of multiple vessels exceeds 1,000 gallons (3785 L).

(c) Required Secondary Containment

(i) Toxic, Corrosive (liquid only)

B. Group H-4 (Reference IBC Section 415)

1. Automatic Fire Detection Systems (Reference IBC 415.3)

a. Group H occupancies shall be provided with an automatic fire detection system in accordance with IBC 907.2.

1) An automatic smoke detection system shall be installed for highly toxic gases, organic peroxides and oxidizers in accordance with Chapters 60, 62 and 63, respectively, of the International Fire Code.

a) Not Applicable
(1) Hazards are not present
2) IFC Requirements
a) An approved supervised smoke detection system in accordance with Section 907 shall be installed in liquid and solid oxidizer storage areas. Activation of the smoke detection system shall sound a local alarm. (Reference IFC 6304.1.4)
(1) Not Applicable
(a) Hazards are not present

2. Automatic Sprinkler Systems (Reference IBC 415.4)
a. Shall be equipped throughout with an automatic sprinkler system in accordance with IBC 903.2.5.
1) Room is currently not in compliance.
3. Emergency Alarms (Reference IBC 415.5)
a. Emergency alarms for the detection and notification of an emergency condition in Group H occupancies shall be provided.
1) Storage (Reference IBC 415.5.1)
a) An approved manual emergency alarm system shall be provided in buildings, rooms or areas used for storage of hazardous materials. Emergency alarm-initiating devices shall be installed outside of each interior exit or exit access door of storage buildings, rooms or areas. Activation of an emergency alarm-initiating device shall sound a local alarm to alert occupants of an emergency situation involving hazardous materials.
2) Supervision (Reference IBC 415.5.3)
a) Emergency alarm systems shall be supervised by an approved central, proprietary or remote station service or shall initiate an audible and visual signal at a constantly attended on-site location.
3) Emergency Alarm Systems (Reference IBC 415.5.4)
a) Emergency alarm systems shall be provided with emergency power in accordance with IBC 2702.
4. Floors in Storage Rooms (Reference 415.10.3)
a. Floors in storage areas for corrosive liquids and toxic or highly toxic materials shall be of liquid-tight, noncombustible construction.

1.03 IBC CHAPTER 5 - BUILDING AREA

A. Construction Type: II-B, Non-Sprinklered, Mixed-Use Occupancy, Multi-Story building is of non-combustible construction materials (Reference IBC Table 504.3 and 504.4).

B. Occupancy Separation, Separated Occupancies (Reference IBC 508.4)
1. Buildings or portions of buildings that comply with the provisions of this section shall be considered as separated occupancies. (Reference IBC 508.4)
2. Occupancy classification. Separated occupancies shall be individually classified in accordance with Section 302.1. Each separated space shall comply with this code based on the occupancy classification of that portion of the building. (Reference IBC 508.4.1)
3. Separation. Individual occupancies shall be separated from adjacent occupancies in accordance with Table 508.4.
a. Group H-4 / Group F-2 = 3 hour
4. Construction. Required separations shall be fire barriers in accordance with IBC 707 and horizontal assemblies in accordance with IBC 711 (Reference IBC 508.4.4.1)
a. The existing condition provides a 1-hour fire-resistance-rated separation, which does not meet the separation requirements for an H-4 / F-2 separated occupancy configuration under the current code analysis.

.

1.04 IBC CHAPTER 9 - FIRE PROTECTION SYSTEMS

A. Automatic Fire Sprinkler Systems (Reference IBC 903)
1. Automatic Fire Sprinkler System requirements:
a. H-4 Occupancy: Required (Reference IBC 903.2.5)
1) The chemical room is out of compliance with the current code

B. Fire Alarm and Detection
   1. H-4 Occupancy: Not Required (Reference IBC 907.2.5)
      a. Automatic smoke detection shall be installed for highly toxic gases, organic peroxides and oxidizers per IFC requirements.
         1) Does not contain hazards listed above

1.05 IBC CHAPTER 10 - MEANS OF EGRESS

A. Egress Distance/Width
   1. Travel Distance (Reference IBC Table 1017.2)
      a. H-4 Occupancy: 175 feet with Automatic Fire Sprinkler System
      b. Travel distance measured from most remote location on a level to exit discharge on grade
   2. Common Path of Egress Travel (Reference IBC Table 1006.2.1)
      a. H-4 Occupancy: 75 feet with Automatic Fire Sprinkler System based on Occupancy.
   3. Egress Width (Reference IBC 1005.3)
      a. Minimum width of egress components shall be determined by multiplying the occupant load by 0.3 for stairs and 0.2 for all other components.

B. Doors
   1. Width: Clear width of egress doors shall be a minimum of 32 inches (Reference IBC 1010.1.1)
   2. Landings: There shall be a floor or landing on each side of a door. Floors shall have a width not less than the width of the door, and a length measured in the direction of travel of not less than 44 inches. Doors in the fully open position shall not reduce the required dimension by more than 7 inches (Reference IBC 1010.1.5)
   3. Panic and Fire Exit Hardware:
      a. Swinging doors serving Group H occupancy (Reference IBC 1010.2.9)

C. Exit Doorways
   1. Minimum quantity of exits per Story.
      a. For each story, two independent exits based on Occupant Load (Reference IBC Table 1006.3.3)
   2. Spaces with one exit (Reference IBC 1006.2.1)
      a. H-4 Occupancies: Rooms with Occupant Load of 10 or less and a maximum common path of egress travel of 75 feet.
         1) Not applicable – Chemical room has 3 exits.

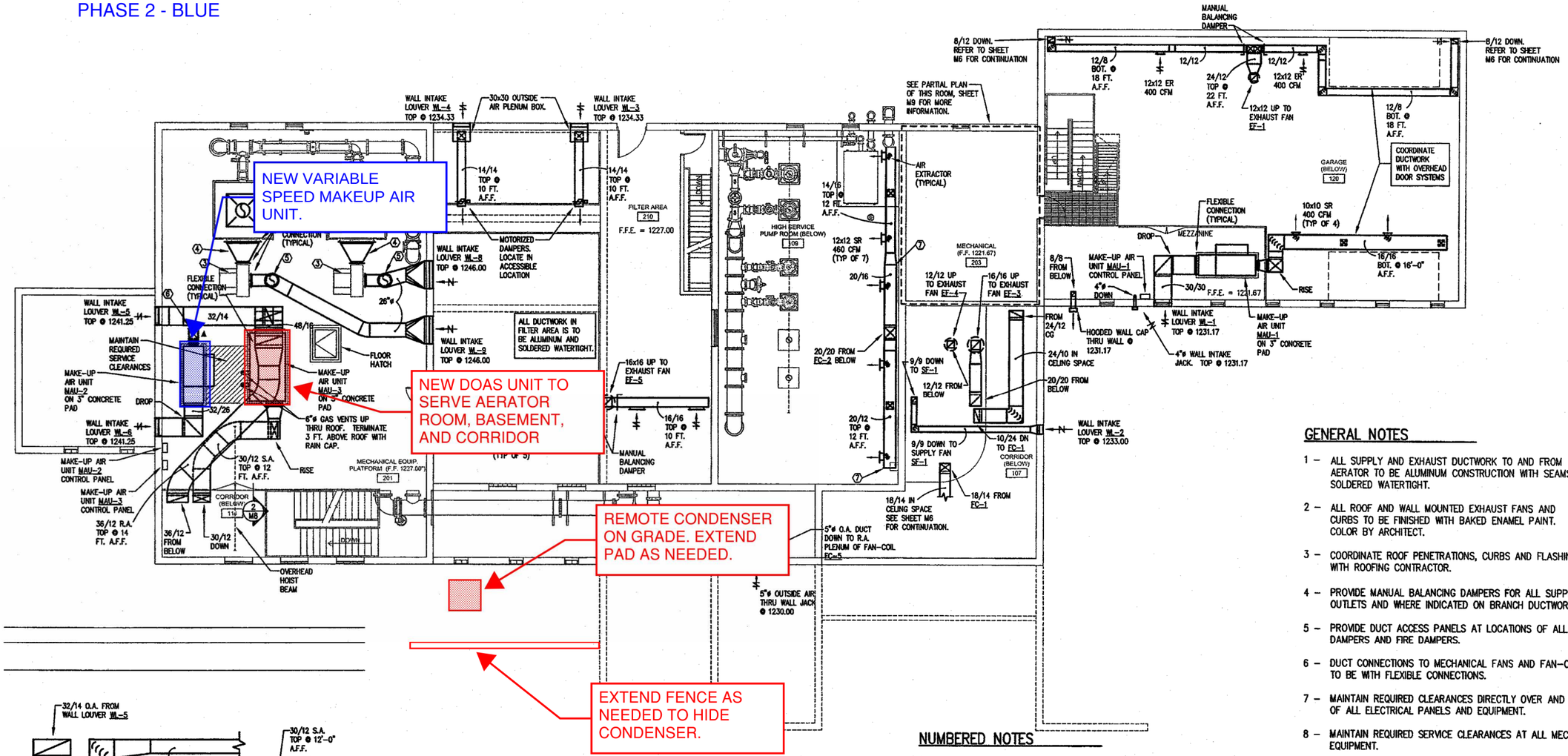
END OF SECTION

Appendix D

Baxter WTP Concept Plans

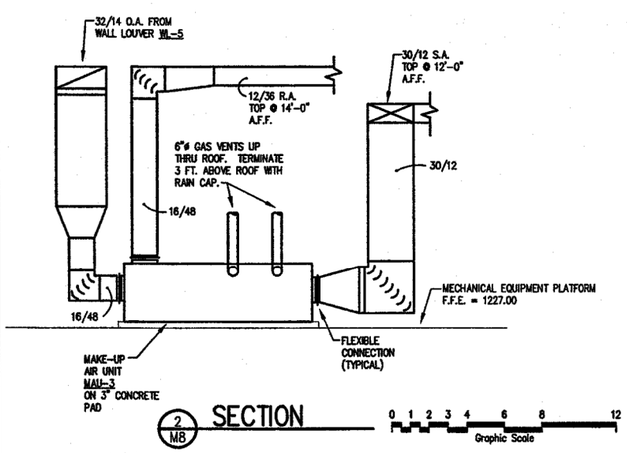
WENTZ #04-084G--SHEET M8--PS: 1=1 (.125=12)

PHASE 1 - RED
PHASE 2 - BLUE



SECOND FLOOR DUCTWORK PLAN

0 2 4 6 8 12 16 24
Graphic Scale



2/M8 SECTION

0 1 2 3 4 6 8 12
Graphic Scale

GENERAL NOTES

1 – ALL SUPPLY AND EXHAUST DUCTWORK TO AND FROM AERATOR TO BE ALUMINUM CONSTRUCTION WITH SEAMS SOLDERED WATERTIGHT.

2 – ALL ROOF AND WALL MOUNTED EXHAUST FANS AND CURBS TO BE FINISHED WITH BAKED ENAMEL PAINT. COLOR BY ARCHITECT.

3 – COORDINATE ROOF PENETRATIONS, CURBS AND FLASHING WITH ROOFING CONTRACTOR.

4 – PROVIDE MANUAL BALANCING DAMPERS FOR ALL SUPPLY AIR OUTLETS AND WHERE INDICATED ON BRANCH DUCTWORK.

5 – PROVIDE DUCT ACCESS PANELS AT LOCATIONS OF ALL MOTORIZED DAMPERS AND FIRE DAMPERS.

6 – DUCT CONNECTIONS TO MECHANICAL FANS AND FAN-COIL UNITS TO BE WITH FLEXIBLE CONNECTIONS.

7 – MAINTAIN REQUIRED CLEARANCES DIRECTLY OVER AND IN FRONT OF ALL ELECTRICAL PANELS AND EQUIPMENT.

8 – MAINTAIN REQUIRED SERVICE CLEARANCES AT ALL MECHANICAL EQUIPMENT.

NUMBERED NOTES

1. SQUARE AERATOR OUTLET TO 24"ø ALUMINUM TRANSITION. VERIFY EXACT SIZE OF AERATOR OUTLET. ROUTE 24"ø ALUMINUM DUCT UP THRU ROOF. TERMINATE 3 FT. ABOVE ROOF WITH RAIN CAP. PROVIDE PITCHED ROOF CURB AND FLASHING. VERIFY EXACT SIZE AND LOCATION OF DUCT CONNECTION.
2. INSULATE ENTIRE RUN OF AERATOR INTAKE AND EXHAUST DUCTS.
3. MOUNT AERATOR FAN ON VIBRATION ISOLATORS. REFER TO SHEETS P15 & P16 FOR ADDITIONAL INFORMATION.
4. TRANSITION AND MAKE CONNECTION TO AERATOR INLET. REFER TO SHEETS P15 & P16 FOR ADDITIONAL INFORMATION.
5. 26"ø DUCT TRANSITION TO 21"ø FAN INLET SIZE IN VERTICAL DROP. VERIFY EXACT FAN INLET SIZE. PROVIDE 3/4" THREADED DRAIN OUTLET IN BOTTOM OF DROP.
6. 16x16 DOWN WITH FIRE DAMPER "▲" AT FLOOR PENETRATION. PROVIDE ACCESS PANEL AT FIRE DAMPER.
7. COORDINATE DUCT MOUNTING WITH PLUMBING AND PIPING ROUTING ALONG WALL. ALLOW ADEQUATE SPACE FOR PLUMBING AND PIPING SYSTEMS.

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

SIGNATURE: Thomas A. Wentz TYPED NAME: THOMAS A. WENTZ
JANUARY 6, 2006 LIC. NO. 18609

Wentz Associates, Inc.
7300 France Avenue South
Suite 300
Minneapolis, Minnesota 55435
(952) 831-1810 info • wentzassoc.com

AES

MUNICIPAL WATER TREATMENT FACILITY RE-BID
CITY OF BAXTER
CITY OF BAXTER, MINNESOTA
SECOND FLOOR DUCTWORK PLAN

DRAWING TYPE	CONSTR.
DRAFTER	SRS
CHECKED / APPROVED	TAW / TAW
DATE	JANUARY, 2006
PROJECT NUMBER	P1002 02 001
SHEET	88 of 140

M

© 2006 Wentz Associates, Inc.

WENTZ #04-084F---SHEET M6---PS: 1=1 (.125=12)

PHASE 1 - RED
PHASE 2 - BLUE

NEW EXHAUST TO SERVE PIPE GALLERY AND HIGH SERVICE PUMP ROOM.

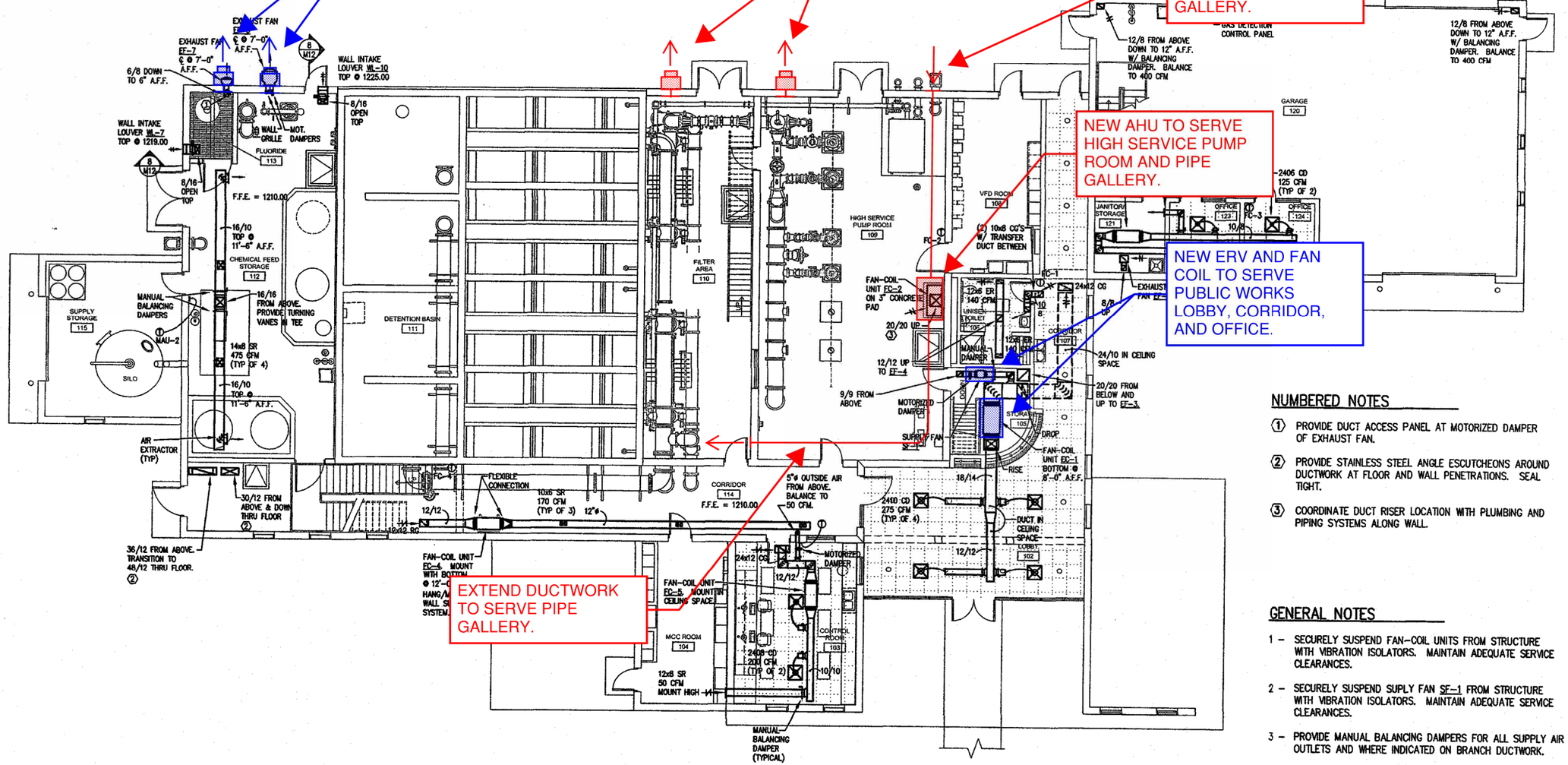
NEW EXHAUST TO SERVE PIPE GALLERY AND HIGH SERVICE PUMP ROOM.

VENTILATION INTAKE FOR HIGH SERVICE PUMP ROOM AND PIPE GALLERY.

NEW AHU TO SERVE HIGH SERVICE PUMP ROOM AND PIPE GALLERY.

NEW ERV AND FAN COIL TO SERVE PUBLIC WORKS LOBBY, CORRIDOR, AND OFFICE.

EXTEND DUCTWORK TO SERVE PIPE GALLERY.



North

MAIN FLOOR DUCTWORK PLAN

0 2 4 6 8 12 16 24
Graphic Scale

NUMBERED NOTES

1. PROVIDE DUCT ACCESS PANEL AT MOTORIZED DAMPER OF EXHAUST FAN.
2. PROVIDE STAINLESS STEEL ANGLE ESCUTCHEONS AROUND DUCTWORK AT FLOOR AND WALL PENETRATIONS. SEAL TIGHT.
3. COORDINATE DUCT RISER LOCATION WITH PLUMBING AND PIPING SYSTEMS ALONG WALL.

GENERAL NOTES

1 – SECURELY SUSPEND FAN-COIL UNITS FROM STRUCTURE WITH VIBRATION ISOLATORS. MAINTAIN ADEQUATE SERVICE CLEARANCES.

2 – SECURELY SUSPEND SUPLY FAN SF-1 FROM STRUCTURE WITH VIBRATION ISOLATORS. MAINTAIN ADEQUATE SERVICE CLEARANCES.

3 – PROVIDE MANUAL BALANCING DAMPERS FOR ALL SUPPLY AIR OUTLETS AND WHERE INDICATED ON BRANCH DUCTWORK.

4 – PROVIDE DUCT ACCESS PANELS AT LOCATIONS OF ALL MOTORIZED DAMPERS AND FIRE DAMPERS.

5 – DUCT CONNECTIONS TO MECHANICAL FANS AND FAN-COIL UNITS TO BE WITH FLEXIBLE CONNECTIONS.

6 – MAINTAIN REQUIRED CLEARANCES DIRECTLY OVER AND IN FRONT OF ALL ELECTRICAL PANELS AND EQUIPMENT.

7 – MAINTAIN REQUIRED SERVICE CLEARANCES AT ALL MECHANICAL EQUIPMENT.

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

SIGNATURE: Thomas A. Wentz TYPED NAME: THOMAS A. WENTZ

JANUARY 6, 2006 LIC. NO. 18609

Wentz Associates, Inc.
7300 France Avenue South
Suite 300
Minneapolis, Minnesota 55435
(952) 831-1930 info • wentzassoc.com

AES2

MUNICIPAL WATER TREATMENT FACILITY RE-BID
CITY OF BAXTER
CITY OF BAXTER, MINNESOTA
MAIN FLOOR DUCTWORK PLAN

DRAWING TYPE	CONSTR.
DRAFTER	SRS
CHECKED / APPROVED	TAW / TAW
DATE	JANUARY, 2006
PROJECT NUMBER	P1002 02 001
SHEET	86 of 140

M

© 2006 Wentz Associates, Inc.

Building a Better World for All of Us®

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve Budget Request for 2027 Improvements related to Water Treatment Plant HVAC Project report

Approval Required: Simple Majority Vote

BACKGROUND

SEH completed a report identifying recommendations for targeted ventilation improvements at the Water Plant. Site evaluations and discussion with City Staff noted potential improvements for replacement of FCU-1 and SF-1, as well as replacement of MAU-2 and ventilation of the chemical room. The improvements are not budgeted for in 2026. This action is sought to seek input on future HVAC Improvements that are noted in the report for consideration to be completed in 2027.

FINANCIAL IMPLICATIONS

Project costs will be covered under the City's Water Fund in a future budget year. The preliminary project budget for the 2nd phase of improvements identified in the report is $350,000.

STAFF RECOMMENDATIONS

Staff is looking for Utility Commission's input/recommendation on approving Budget Request for 2027 Improvements related to Water Treatment Plant HVAC Project report.

UTILITY COMMISSION ACTION REQUESTED

Motion to Approve Budget Request for 2027 Improvements related to Water Treatment Plant HVAC Project report.

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve SEH Fee Amendment No. 1 in the Not To Exceed Amount of $23,278.00 with a revised Total Not to Exceed Amount of $80,570.00 for Additional Professional Services related to Water Treatment Plant HVAC Project

Approval Required: Simple Majority Vote

BACKGROUND

SEH is under contract to prepare plans and specifications for an HVAC Improvement Project at the City's Water Treatment Plant. MAU-3 (Makeup Air Unit 3) is nearing the end of its useful life and needs to be replaced. FC-2 (Fan Coil Unit 2) has failed and the City is temporarily using portable dehumidifiers to reduce humidity in the high service pump room. Both units are needed to provide fresh air exchanges in the Water Treatment Plant to reduce corrosion caused by chemical vapors and humidity.

SEH completed a report identifying recommendations for targeted ventilation improvements at the Water Plant. The report phase included additional site evaluations and code review, as well as project and system planning for future improvements. The fee amendment includes additional hours for these items, and added hours for design and construction elements for the project.

FINANCIAL IMPLICATIONS

Project costs will be covered under the City's Water Fund. The preliminary project budget is $584,000.

Preliminary Project Budget:

Construction	$450,000.00
Engineering	$80,570.00
City Costs	$15,000.00
Contingency	$38,430.00
Total	$584,000.00

STAFF RECOMMENDATIONS

Staff recommends approving SEH Fee Amendment No. 1 in the Not To Exceed Amount of $23,278.00 with a revised Total Not to Exceed Amount of $80,570.00 for Additional Professional Services related to Water Treatment Plant HVAC Project.

UTILITY COMMISSION ACTION REQUESTED

Motion to Accept SEH Fee Amendment No. 1 in the Not To Exceed Amount of $23,278.00 with a revised Total Not to Exceed Amount of $80,570.00 for Additional Professional Services related to Water Treatment Plant HVAC Project.

Supplemental Letter Agreement

In accordance with the Master]Agreement for Professional Services between City of Baxter ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 17, 2017, and the previous Supplemental Letter Agreement dated September 16, 2025, this Supplemental Letter Agreement dated June 30, 2026, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2026 WTP HVAC Improvements - Fee Amendment.**

Client's Authorized Representative: Trevor Walter, PE
Address: 13190 Memorywood Drive, Baxter, Minnesota 56425
Telephone: 218.838.5281 **Email:** twalter@baxtermn.gov

Project Manager: Nick Brula
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110
Telephone: 651.318.0362 **Email:** nbrula@sehinc.com

Scope: The Services to be provided by Consultant:

Additional design efforts have been necessary to develop the HVAC analysis, technical memorandum, preliminary design, and assessment as directed by the City of Baxter. These efforts include the following:

- Review and analysis of additional HVAC options including upgrades to chemical room ventilation and fan coil systems serving public works spaces with associated phasing and cost estimates.
- Code analysis of ventilation rates throughout the facility.
- Analysis of chlorine off gassing and chlorine rates throughout the facility.
- Code analysis of chemical room occupancy, storage limits, and ventilation requirements.
- Additional site visit, and additional meetings with the City of Baxter staff on site.
- Additional Teams meeting with City of Baxter staff to review draft technical memorandum and analysis.
- Additional design efforts for Phase 1 HVAC upgrades which will include replacement of both MAU-3 as well as replacement of FC-2.
- Additional project management efforts to coordinate and facilitate the additional services.

Schedule:
Consultant is available to begin work immediately upon notice to proceed.

Payment:
The fee is hourly not-to-exceed $23,278.00 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in the attached Master Exhibit A-1.

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

Short Elliott Hendrickson Inc.

By: Scott D. Hedlund

Full Name: Scott Hedlund

Title: Principal

City of Baxter

By: _____

Full Name: _____

Title: _____

City of Baxter

By: _____

Full Name: _____

Title: _____

BAXTER
"A Growing Community"

ITEM REPORT
UTILITY COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the SEH Topographic Survey and Soils Investigation Services Contract in the Not to Exceed Amount of $54,000.00 for the 2027 College Road and Douglas Fir Drive/ Industrial Park Road Intersection Improvements project

Approval Required: Simple Majority Vote

BACKGROUND

The City of Baxter has been negotiating with a developer to sell city owned property for a proposed gas station in the southeast quadrant of the TH 371 and College Road intersection. A related traffic impact study recommended a roundabout at the College Road and Douglas Fir Drive/ Industrial Park Road intersection to address expected delay issues and for safety. MnDOT has also been in discussion with the City on detouring TH 371 through traffic on this segment of College Road with their 2028 TH 371/ TH 210 Interchange project starting in 2028. The MnDOT detour would also include segments of Cypress Drive and Clearwater Road. Based on anticipated development and MnDOT timelines, the College Road and Douglas Fir Drive/ Industrial Park Road intersection (roundabout) project would need to be constructed in 2027 prior to MnDOT starting 2 years of overpass construction in the spring of 2028.

Attached is a SEH contract in the not to exceed amount of $54,000.00 to perform topographic survey and soils investigation (soil boring) services for the 2027 College Road and Douglas Fir Drive/Industrial Park Road Intersection Improvements project. Preparation of a project information and survey work notification letter to adjacent property owners and facilitation of an early private utility coordination meeting are included in the scope.

FINANCIAL IMPLICATIONS

A December 2025 preliminary cost opinion identifies a total project cost of $2,810,000 for the College Road and Douglas Fir Drive/Industrial Park Road Intersection Improvements. Multiple potential funding sources are being reviewed including State Aid street funds, proceeds from the sale of city property, and areawide special assessments.

STAFF RECOMMENDATIONS

Doing the topographic survey and soils investigation now is necessary to keep the project on schedule for construction in 2027. Attached is a preliminary project delivery schedule. The overall project scope is anticipated to include permanent and temporary easement acquisition from multiple parcels. The topo survey and soils investigation are early steps in the design process necessary to finalize easement needs. The acquisition process is one of the construction schedule critical path items.

City Staff recommends approving the SEH Topographic Survey and Soils Investigation Services Contract in the Not to Exceed Amount of $54,000.00 for the 2027 College Road and Douglas Fir Drive/Industrial Park Road Intersection Improvements project.

COUNCIL ACTION REQUESTED

MOTION to approve the SEH Topographic Survey and Soils Investigation Services Contract in the Not to Exceed Amount of $54,000.00 for the 2027 College Road and Douglas Fir Drive/Industrial Park Road Intersection Improvements Project.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Baxter ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 17, 2017, this Supplemental Letter Agreement dated July 21, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2027 College Road and Douglas Fir Drive/ Industrial Park Road Intersection Improvements – Topographic Survey and Soils Investigation Services.

Client's Authorized Representative: Trevor Walter
Address: 13190 Memorywood Drive, Baxter, Minnesota 56425, United States
Telephone: 218.454.5110 **Email:** twalter@baxtermn.gov

Project Manager: Luke Johnson
Address: 13850 Bluestem Court, Suite 150, Baxter, Minnesota 56425
Telephone: 715.514.9153 **Email:** ljjohnson@sehinc.com

Scope: The Services to be provided by Consultant:

Our services will consist of Topographic Survey and Soils Investigation Services in connection with the proposed construction of a roundabout at the College Road and Douglas Fir Drive/ Industrial Park Road intersection in Baxter. The project scope and limits are anticipated to be substantially similar to those depicted in the attached concept layout drawing dated December 3, 2025.

Topographic Survey**:** $27,100.00
We propose to complete a preliminary topographic survey of the project area suitable for design of the proposed improvements. Items included are:

- Prepare one property owner letter advising that topographic survey work will be occurring in the area which City Staff will establish a mailing list and mail out.
- Establish vertical and horizontal control points within the project area on the City of Baxter's coordinate system.
- Field survey existing conditions and topography for vertical and horizontal location information within the project road corridors.
- Coordination of a Gopher State One Call Utility Locate ticket, and field locate utility information (e.g., electric, telephone) based on observed evidence and any marks in response to the Utility Locate ticket.
- Investigate and locate existing property corners and right-of-way monuments in the project road corridor to establish right-of-way limits and adjoining parcel lines.
- Reduce survey field data and prepare:
  - Project topographic base map drawing.
  - Project surface model files.
  - Project right of way/parcel map drawing.
- Conduct one (1) early project coordination meeting with private utilities at City Hall.

Soils Investigation: $26,900.00

- We propose to subcontract with a geotechnical firm (Braun Intertec) to perform a geotechnical investigation and evaluation. The scope is anticipated to include 8 each soil borings at 10-foot depth and 4 each at 15-foot depth, laboratory testing (moistures, mechanical, sieve analysis), subgrade R-value determination, and ground water reporting, all in an effort to characterize the in place pavement and subsurface conditions. The

field investigation findings would be summarized in a report format that will be included with the construction contract documents.

Project Management (included with both Tasks) – Provide general day-to-day project management and administration including project accounting, invoicing, record keeping, monthly project update memorandums, coordination, communication, and scheduling.

Assumptions:

- The topo survey project limits will be substantially similar to the footprint of the December 3, 2025 concept layout.
- The City will provide SEH necessary plats and construction record drawing information.
- SEH can rely on GIS data provided by City.

Exclusions:

- Additional meetings from what is listed above.
- Feasibility report, design, property acquisition, and construction services.

Schedule: Assuming authorization to proceed is received in July, we anticipate the topographic surveying work being completed in August and the geotechnical evaluation report being completed in September 2026. Forces beyond SEH's control could impact the schedule.

Payment:
The fee is hourly not to exceed $54,000.00 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in Master Agreement Exhibit A-1. Additional work, if required, shall be compensated hourly in accordance with Master Agreement Exhibit A-1.

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

Short Elliott Hendrickson Inc.

By: Scott D. Hedlund

Full Name: Scott Hedlund

Title: Principal

City of Baxter

By: _____

Full Name: _____

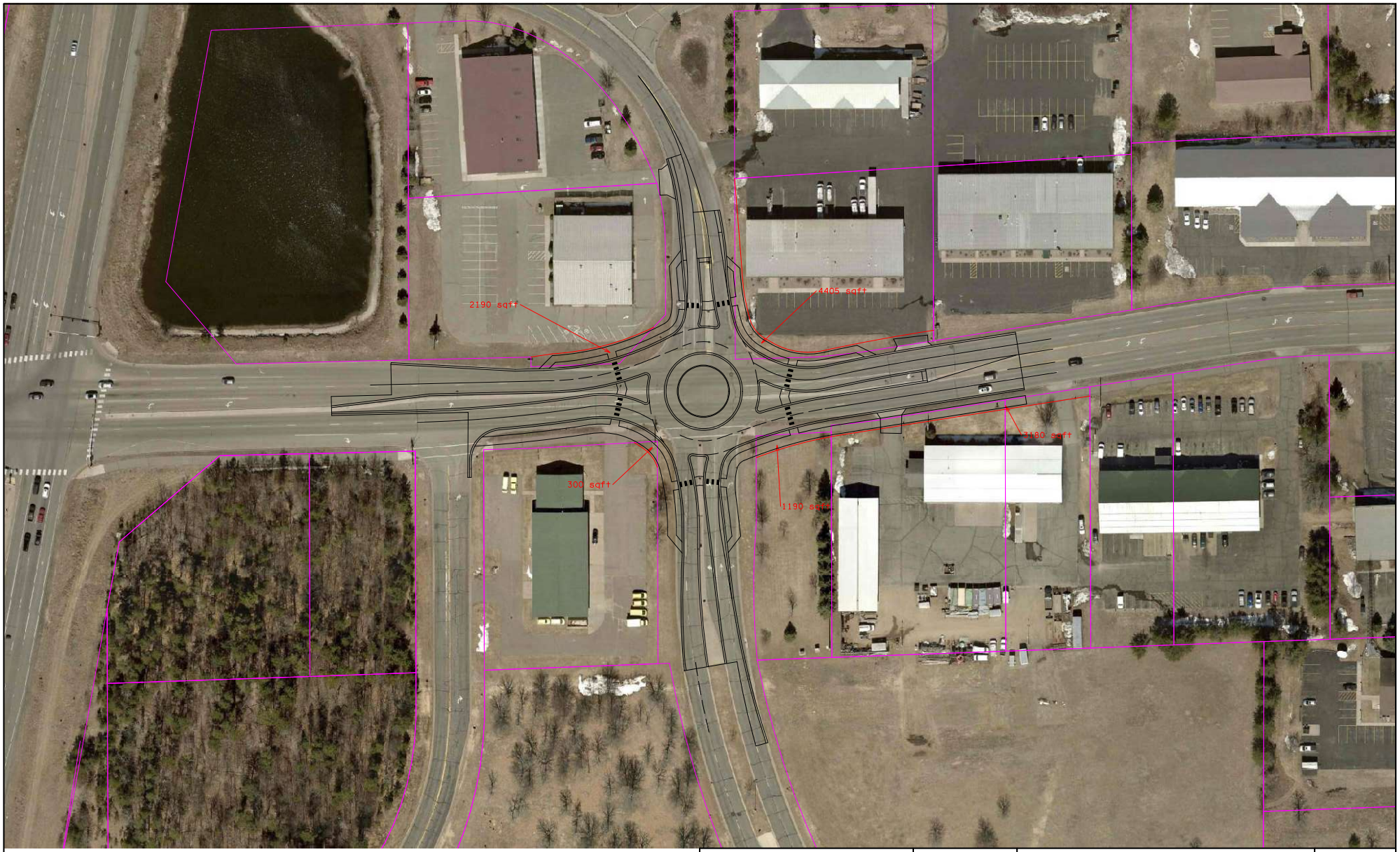
Title: _____

City of Baxter

By: _____

Full Name: _____

Title: _____



50 0 50 100
scale 25 feet

SEH
PHONE: (651)490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

DATE:
12/3/2025

Roundabout Concept
College Rd at Douglas Fir Dr/Industrial Park Rd

Figure 1

Item 14.

SEH

Preliminary Schedule

June 30, 2026

City of Baxter: College Road and Douglas Fir Drive/ Industrial Park Road Intersection Improvements Project

Task	2026																					2027								
	Jul	Aug				Sep				Oct				Nov				Dec				Jan				Feb	Mar	Apr	May	Jun to Aug
Project Management	Notice to Proceed																													
Survey			Topo. Survey																											
Geotech.					Soil Borings			Geo. Report																						
Utility Coord.			GSOC						Prelim. Utility Meeting						Design Utility Meeting						Relocation Utility Meeting									
Special Assessments (429 Process)													Feasibly Report & Improv. Hearing														Final Assess. Calcs. and Hearing			
Right of Way (ROW) Acquisition									ROW Figures				Appraisals		Offer Letters Sent; Start Neg. Period (60 Days)								Initiate Em. Domain / 90-Day Quick Take					Obtain Title and Possess.; End 90-Day Quick Take Process		
Prelim. and Final Design							QAQC / Layout (Prelim. PE)		Const. Limits (TE)				QAQC	60% Sub.					QAQC	90% Sub.		QAQC	100% Sub.; S.A. Review							
Construction																										Advertise	Bidding	Award	Precon. Meeting	Const.

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2026 Lift Station 11 Service Area Smoke Testing Project Update

Approval Required: No Action Required

BACKGROUND

Widseth completed smoke testing field work on Thursday, April 30, 2026.

A summary of the report and findings is provided in the RCA seeking approval of the report.

The total contract to complete the smoke testing was $25,350. Widseth's effort to date on the project is $24,880. Per the contract, fees will be capped at the not to exceed amount of $25,350.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works
Agenda Item: Accept the 2026 Lift Station No. 11 Service Area Smoke Testing Report

Approval Required: Simple Majority Vote

BACKGROUND

The attached sanitary sewer smoke testing report summarizes the results of testing completed in late April 2026 within the Lift Station No. 11 service area. The purpose of the study was to identify potential sources of inflow and infiltration (I&I), including broken cleanouts, cross connections, venting issues, and other defects that may contribute to increased pumping and treatment costs during rain events. The study included approximately 27,500 linear feet of sanitary sewer mains and service lines and was completed utilizing 28 separate smoke test setups throughout the service area.

Overall, the smoke testing identified 13 locations with noted deficiencies or maintenance concerns. The most common issue observed was missing or broken sewer cleanout caps, which were identified at five locations and have the potential to allow stormwater or groundwater to enter the sanitary sewer system. Additional issues included two locations where plumbing vents did not emit smoke, one dry trap, and four miscellaneous plumbing or venting concerns at commercial properties. Importantly, no direct storm sewer cross connections were identified during the testing process.

One of the most significant findings was located at 13045 Falcon Drive (Nystrom & Associates), where a damaged cleanout located near a parking lot drainage apron appears to be allowing substantial stormwater runoff into the sanitary sewer system during rain events. It is estimated this single location could contribute up to approximately 25,000 gallons of inflow during a 2-inch rainfall event and is likely a major contributor to the elevated wet weather flows observed at Lift Station No. 11. The report recommends this repair be treated as a priority improvement.

Based on the findings, the report concludes that the overall condition of the sanitary sewer system within the study area is generally good considering the amount of infrastructure investigated. The report recommends the City complete repairs to the five broken cleanouts and replace the incorrect sanitary sewer manhole lid identified during the study. Estimated repair costs for City-related and recommended cleanout repairs are approximately $3,500 to $4,000 total. The report further recommends notifying affected property owners of venting, plumbing, and dry trap concerns identified during testing so they may investigate and complete repairs as necessary.

FINANCIAL IMPLICATIONS

There are no immediate financial implications associated with accepting the report. The repairs that are identified in the report will need to be paid from the Sanitary Sewer Enterprise Fund.

STAFF RECOMMENDATIONS

Staff recommends accepting the 2026 Lift Sation No. 11 Service Area Smoke Testing Report.

COUNCIL ACTION REQUESTED

MOTION to accept the 2026 Lift Station No. 11 Service Area Smoke Testing Report.

FINAL REPORT

2026 LIFT STATION NO. 11 SERVICE AREA SMOKE TESTING

Baxter, Minnesota

2025-11838

Council Acceptance Date: _____

WIDSETH

Widseth.com

2026 LIFT STATION NO. 11 SERVICE AREA SMOKE TESTING

FINAL REPORT

Prepared for
City of Baxter

WiDSETH No. 2025-11838

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

	41983	05/20/2026
Aric Welch Professional Engineer	License Number	Date

CS

2026 LIFT STATION NO. 11 SERVICE AREA SMOKE TESTING

FINAL REPORT

TABLE OF CONTENTS

Certification Sheet.....CS

Table of Contents.....TC

Statement of Purpose 1

Methodology 2

Results.....3

Cost Implications.....5

Conclusions and Recommendations 7

APPENDICES

Appendix A .....City of Baxter Sanitary Sewer Maintenance Policy

Appendix B ..... SEH City of Baxter Lift Station Analysis – 09-12-2025 Rain Event

Appendix C .....Smoke Testing Public Notice

Appendix D .....Smoke Testing Frequently Asked Questions

Appendix E .....Smoke Testing Data

Appendix F.....Smoke Testing Issues

Appendix G .....Pictures

STATEMENT OF PURPOSE

The purpose of this report is to review and summarize the results of sanitary sewer smoke testing completed in April 2026 within the Lift Station No. 11 service area. The City Council awarded the contract for these services to Widseth on October 21, 2025. The testing was conducted on municipal sanitary sewer collection system piping within the service area and was intended to identify potential sources of infiltration and inflow (I&I) that may be affecting system performance.

In the early 2000s, the Cities of Baxter and Brainerd were required by the Minnesota Pollution Control Agency (MPCA) to address infiltration and inflow within their sanitary sewer collection systems as part of the wastewater treatment facility permit renewal process. In response, the City of Baxter completed citywide sanitary sewer smoke testing in 2005 to identify defects, improper connections, and other potential sources of I&I. Following completion of the initial testing program, the City established an informal practice of conducting smoke testing on a ten-year cycle to monitor system conditions and proactively identify maintenance needs. Consistent with this practice, citywide smoke testing was completed again in 2018.

On April 19, 2022, the Baxter City Council adopted a Sanitary Sewer Maintenance Policy that formally established the City's approach to maintaining and evaluating the sanitary sewer collection system (see Appendix A). The policy requires smoke testing be conducted throughout the system every ten years, with the next citywide smoke testing currently scheduled for 2028.

Although the next citywide testing cycle is not scheduled until 2028, additional smoke testing was performed in 2026 within the Lift Station No. 11 service area following a significant rainfall event on September 12, 2025, during which Lift Station No. 11 reached maximum operating capacity (see Appendix B). The purpose of the targeted testing was to identify potential sources of infiltration and inflow contributing to elevated wet-weather flows and to assist the City in prioritizing future maintenance and rehabilitation efforts.

This report summarizes the testing results, identifies observed deficiencies and potential sources of I&I, and provides conclusions and recommendations for consideration by the City of Baxter.

METHODOLOGY

Smoke testing is performed by blowing artificial smoke, consisting primarily of moisture vapor, into an isolated section of the gravity sanitary sewer system. Smoke is introduced into a manhole located near the midpoint of the isolated section and then blown into the system (pipes, manholes, service lines, plumbing systems) utilizing a surface mounted, forced air blower. Each location where smoke was blown into the system was considered a setup.

Prior to testing, public notices were prepared for residents and commercial establishments. In-person contact was attempted with each homeowner or commercial building manager. Notices were issued with anticipated start date, timeframe, frequently asked questions listed, specific details on the smoke testing process, and Widseth's contact information. If in-person contact was not made, the notice was left at the building along with contact information.

For this study, 28 test setups were completed over the project area shown in Appendix F. In total, over 27,500' of sanitary sewer mains and service lines that all flow to Lift Station No. 11 were tested.

The average length tested with each setup was approximately 800 – 1000' of pipe in each direction from the setup manhole. The smoke testing field crew then walked the area being tested and visually checked the following primary locations for smoke:

- Vent stacks
- Rain gutters
- Roofs on commercial buildings
- Storm sewer manholes and drainage basins
- Front and rear yards of homes and commercial developments
- Cleanouts
- In the proximity of home and building foundations

Smoke exiting any location listed above, other than vent stacks, was noted and recorded in the summary worksheet. Each deficiency was described, and the address documented. In addition, homes that did not have smoke exiting vent pipes were also noted. This is not necessarily a deficiency in the system but may be indicative of a blocked or broken vent pipe in the building.

RESULTS

A summarized list of results of the study can be found in Appendix E of this report. A more detailed review can be found by reviewing the individual setup sheets submitted with the study results.

The deficiencies noted were broken into the following categories:

City Cleaning or Other Attention Needed:	1 location
Plumbing Vents Not Emitting Smoke:	2 locations
Missing or Broken Cleanout Cap:	5 locations
Dry Trap:	1 location
Other General Notes/Issues:	4 locations
Total Issues Noted:	13 locations

Cross connections were also looked for throughout the smoke testing process, but no cases were documented.

One location was noted where City attention was needed in the form of installing the correct sanitary sewer manhole lid cover to ssMH-814 on Glory Road. The current lid is a storm sewer manhole lid with a green dot painted in the center.

Two locations in the residential neighborhood were observed with no smoke emitting from the sewer vents: 13085 Homestead Drive and 13111 Homestead Drive. City records indicate that 13111 Homestead Drive utilizes the old septic tank as a pumping station. This would explain why no smoke was emitting from the sewer vents on the house, as part of their system contains a forcemain which would not allow smoke to pass. City records for 13085 Homestead Drive do not indicate the use of a pumping station. In this instance, there could be an issue with the gravity service line or internal plumbing. It is also possible that the property has an external pumping station, as it is located at approximately the same elevation and distance from the sewer main as 13111 Homestead Drive.

The most common issue noted (five locations) was missing or broken cleanout caps, allowing surface or ground water to enter the sanitary sewer system. These deficiencies are typically accidental and can be easily corrected. They can be cost effectively addressed through replacement or repairs to the cleanout caps.

The most significant instance of a broken cleanout and missing cap was found at 13045 Falcon Drive (Nystrom and Associates). The cleanout is located along the south side of the building, just below the drainage apron from the parking lot. It was evident that water had been entering the sanitary sewer system in this location due to the erosion surrounding the cleanout. It is estimated the area draining to this cleanout could result in up to 25,000 gallons of runoff entering the sanitary sewer system during a 2-inch rain event. It is likely this was the primary cause of the flow spikes described by City staff during heavy rain events.

There was one location where smoke entered a business due to a dry trap. At 13359 Isle Drive, RiverStone Professional Centre, smoke entered through a bathroom floor drain. Home and business owners should periodically pour water into traps to prevent sanitary sewer gases from entering the facility.

In addition, four other locations with potential problems were identified during smoke testing.

At 13367 Isle Drive, Winegar Dental, a toilet was continually gurgling during the test. This location should be notified that there may be problems with their internal plumbing/venting system. At 13472 Elmwood Drive, Jiffy Lube, smoke and water were backing up and spraying out of the women's toilet. This location notified field staff of the issue, and field staff assisted in finding the property owner a plumber to investigate the problem. A follow-up may be desired to ensure the problem has been addressed.

At 13499 Elmwood Drive, Dick's Sporting Goods, capped sewer vents were observed on the roof by drone. In many cases, these caps are left in place during construction from when the plumbing system was tested.

At 7399 Garrison Road, El Tequila, smoke was noticed coming from the grease trap manhole on the south side of the building.

It should be noted that some locations did not have roof access and field personnel could not visually verify potential issues. In some cases, such as the large commercial buildings of Costco, Dick's Sporting Goods, T.J. Maxx, PetSmart, Ulta Beauty, HomeGoods, Hobby Lobby, and Walmart, a drone was used to observe and record smoke testing activity.

COST IMPLICATIONS

The estimated costs needed to address the noted issues vary both in value and responsible party, depending on the issue. We have estimated the costs as follows from reviewing the City of Baxter's 2026 Adopted Fee Schedule:

City Cleaning or Other Attention Needed – 1 location:

The responsibility for these deficiencies lies with the City, and are difficult to quantify, due to the varied nature of the concern. One location requires the replacement of a sanitary sewer lid which is estimated at $500 - $750. The total estimated cost to address these deficiencies is as follow:

Replacement:	1 location x $500 - $750 each =	$500 - $750
TOTAL ESTIMATED COST:		$500 - $750

Missing or Broken Cleanout Cap - 5 locations:

The responsibility for these deficiencies primarily lies with the property owner but may be completed by the City staff due to the benefits to the sanitary sewer system. Deficiencies noted during the two prior smoke testing events were addressed by city staff. For purposes of this report, we estimated all five locations would be hand excavated, utilizing two staff members for one hour each. Material costs were estimated at $100 each for caps, fittings, pipe and irrigation box. The total estimated cost to address these deficiencies is as follows:

Labor:	5 locations x 2 hours x 2 staff x $68 per hour =	$1,360
Materials:	5 locations x $100 each =	$500
TOTAL ESTIMATED COST:		$1,860

The broken cleanouts at Nystrom & Associates were both repaired in a timely manner. The cleanout located along the south edge of the property, where runoff from the southern parking lot drainage apron was likely entering the sanitary sewer system, was repaired promptly due to its potential contribution to inflow. The City completed the repair on the east side of the property with Work Order No. 33421.

Dry Traps, Vents Not Emitting Smoke, and Other Deficiencies - 7 locations:

The responsibility for these deficiencies lies with the property owner and have no direct cost

implications to the City. We recommend each property owner be contacted and informed of the noted concerns, with a request that the concern be investigated and repaired if necessary.

ESTIMATED TOTAL REPAIR COSTS: $3,500 – 4,000

The costs estimated herein are intended to convey a general and approximate picture of the costs that would probably be incurred today in carrying out the proposed work. Costs can vary widely depending upon many factors such as weather, economic conditions, size of project, and the workload of available contractors. The costs are calculated in 2026 dollars and needs to be updated in the future based on the current economic conditions at the time the project is being considered.

Due to the overall benefit received to the sanitary sewer system, all costs for the recommended improvements would likely be paid by the City. No outside funding is anticipated.

CONCLUSIONS AND RECOMMENDATIONS

This study investigated over 27,500' of sanitary sewer mains and service pipes in the Lift Station No. 11 service area. A total of 13 issues were noted with five of them being related to broken cleanout caps/pipes which is a common problem with all sanitary sewer collection systems. Only one instance, the incorrect manhole lid, was noted that was the responsibility of the City.

During the past two smoke testing events, deficiencies were handled by city staff. There is no direct financial benefit for residents to repair these deficiencies and requiring them to pay for the repairs may not be successful. Due to the overall sanitary sewer system benefits (less repairs related to plugged pipes, less energy spent pumping ground water, less costs to treat ground water, etc.) the City will undertake the five cleanout repairs. Property owners with broken cleanouts or missing caps have not been notified. These repairs should be done soon as possible and as staff time allows. The estimated cost to repair these deficiencies is $2,820.

The remaining issues related to dry traps, and vents not emitting smoke should be the responsibility of the property owners and we recommend the City notify them of the concerns and potential problems related to improper venting and / or sewer gas odors.

Considering the amount of sanitary sewer piping investigated, minimal issues were found, with the exception of the broken cleanout at 13045 Falcon Drive which is a likely contributor of significant inflow to the system.

APPENDICES

Appendix A .....City of Baxter Sanitary Sewer Maintenance Policy
Appendix B ..... SEH City of Baxter Lift Station Analysis – 09-12-2025 Rain Event
Appendix C .....Smoke Testing Public Notice
Appendix D .....Smoke Testing Frequently Asked Questions
Appendix E .....Smoke Testing Data
Appendix F.....Smoke Testing Issues
Appendix G .....Pictures

APPENDIX A

CITY OF BAXTER SANITARY SEWER MAINTENANCE POLICY

SANITARY SEWER MAINTENANCE POLICY
CITY OF BAXTER

PURPOSE

It is the policy of the City of Baxter to comply with all applicable state and federal regulatory requirements.

The City intends to provide effective and efficient maintenance to its sanitary sewer system by evaluating political, social, safety, and economic concerns, among others. Procedures identified in this policy are intended to maintain the sanitary sewer system to prevent sewer backups. These procedures, when implemented, may also extend the service life of various components of the sanitary sewer system.

The city has 75 miles of public sanitary sewer mains, 1600 manholes and 24 sanitary lift stations within its sanitary sewer system. Procedures identified in this policy are intended to maintain the City's sanitary sewer system to prevent sewer backups and to extend the life of the system. The City has developed and implemented this policy that takes into consideration public safety, the City's budget and personnel, environmental concerns, and the cost of implementation versus the benefit to be achieved. The City will use its employees, equipment and/or private contractors to provide this service.

While the City fully intends to meet the guidelines established in this policy, there may be times when this is not feasible. Issues including, but not limited to, budget constraints, critical equipment failure, or weather and other emergencies may prevent the City from meeting the guidelines established herein. The Public Works Director may override provisions established within this policy. Deviations from the goals established in this policy will be documented.

The City will use this policy to guide any sanitary sewer maintenance activities to be provided by a contractor or a party other than the City.

ROUTINE MAINTENANCE AND REPAIR

Sanitary Sewer Mains

Scope of City's Responsibility: The City will maintain the components of the public sanitary sewer system. This includes sanitary sewer mains, manholes, lift stations, and other components. Private property owners are responsible for the maintenance of sanitary sewer components from their property up to the and including the connection to the public system at the sanitary sewer main.

Schedule: City staff will clean the Sanitary Sewer mainlines and inspect manholes on a 4-year rotating basis unless more frequent cleaning is needed.

Equipment: The equipment used to perform maintenance will be the city owned jet/vac truck or possibly contracted services with a jet/vac truck.

Television Inspection: The City's sanitary sewer mains will be inspected by television camera in accordance with city policy. Any sewer mains located on a street where a street maintenance project is planned will be cleaned and inspected before such a project. Sanitary sewer mains in a new development must be televised before said mains are turned over to the City. Television inspection may also be used to inspect the system where there are possible problems. In addition, the City may require any main near a construction site to be televised before and after the construction (i.e., near blasting, digging, other activities that might disrupt the main, etc.)

Visual recordings of sewer main televising will be required of any vendor performing this service for the City. A written report summarizing and interpreting the findings of the televising will also be required. These records will be kept by the City for a minimum of 12 years.

Problem Areas

The sanitary sewer mains and facilities identified as normal will receive ordinary routine maintenance as noted on sewer maps. The sanitary sewer mains and facilities identified on the sewer map as hotspots areas will receive more frequent maintenance. When a sewer main or facility is identified as anything other than normal maintenance area, the reasons why maintenance is needed on a different schedule will be documented. Sewer mains and facilities will receive maintenance according to the attached schedule.

Baxter staff perform monthly checks on what we call "hotspots". These areas are locations that the city has deemed as needing extra attention due to the buildup of material in the manholes, inverts, or due to lower-than-average flows. This can cause a buildup of debris in the line which could cause a sewer back up. These areas would be hotspot areas. We have a maintenance list for these. If areas have been clean and not needing attention for one year, they may be moved to a biannual check or removed from the list completely. If an area needs no cleaning for the period of 1 year it can be removed from the list and placed back to a normal maintenance area status.

The streets and utilities supervisor will determine whether a main or facility is normal maintenance area receiving routine sewer maintenance, hotspot maintenance area, receiving more frequent maintenance. Based on periodic assessment, maintenance will be adjusted and a sewer main may be moved from one category to another.

Sanitary Sewer Lift Stations

The City maintains lift stations using specific maintenance that is reasonable and recommended. The number of lift stations, location, date of installation, and capacity of each lift station is kept on record. Maintenance for each lift station is reflected in Standard Operating Procedures (SOP) and Standard Maintenance Procedures (SMP).

Lift stations are inspected, and pump reading are taken weekly. Inspections are done by staff who are looking for any damages to structures, problems with panel or pumps, antenna wire checks, and vandalism.

Lift station cleaning happens in the spring. When this is performed crews will pump the list station down, pull pumps for cleaning and inspections, wash down the wet well of debris, vacuum out any debris from the wet well floor, place the pumps back in and then place station

back in service. This service may also be performed by a contract service company.

The city has a third-party company do its annual maintenance on the lift stations in the fall. This service covers oil changes, pump maintenance, amp draws, pump inspections, panel inspections, and inspects our air release valves on our force main system. A detailed report is generated on each lift station after this service is completed and repairs are made accordingly.

Components of SOP and SMP include:

- Easy availability of original manuals with manufacturers' recommended maintenance schedules for all lift station equipment
- Operating procedures for manipulating pump operations (manually or automatically) during wet weather to increase in-line storage of wet weather flows
- Setting wet well operating levels to limit pump start/stops
- Cleaning wet well
- Calibrating flow meters or conducting draw down tests
- Regular rotation of lead, lag, and backup pumps
- Regular inspections of lift station, alarm systems and electrical components
- Maintenance of operation logs and general records for all lift station activities, including inspections
- Clean force mains
- Identify problem areas/components

Inflow and Infiltration

Inflow and infiltration occur when clear water gets into the sanitary sewer system. This may occur through cracks or leaks in the sewer pipes and manholes or through sump pumps incorrectly connected to the sanitary sewer system. Inflow and infiltration can lead to backups, overflows and unnecessary and expensive treatment of clear water.

City employees will periodically inspect manholes in conjunction with sewer cleaning to identify any that contribute to this problem. Sanitary sewer mains will be maintained and inspected pursuant to the City's Sanitary Sewer Maintenance Policy.

The city also has a smoke test program which is done every 10 years.

PERSONNEL RESPONSIBILITIES AND REQUIREMENTS

Exercise of Professional Judgment

It is expected that City employees, in accordance with their job duties and responsibilities, will exercise their professional judgment in the implementation of this policy. Further, it is expected that in emergency situations (see Emergency Response Policy) City employees will be required to exercise their discretion and weigh political, social, and economic considerations including but not limited to public and employee safety, the potential for damage to private property and the City sanitary sewer system, and environmental concerns.

Training and Education

The City will provide training to employees responsible for maintenance of and emergency response to issues with the sanitary sewer system. Training of employees will include education necessary to earn and maintain appropriate operator certifications. Training will also address standard operating procedures, proper use of equipment, emergency response and other topics required by state and federal regulatory agencies.

Work Schedule

Full-time City employees in the water and sewer division will be expected to work eight-hour shifts. In emergencies, employees may be required to work in excess of eight hours. Budget and safety concerns may limit the length of time an employee is permitted to work.

DOCUMENTATION

The city will document all its inspection and maintenance activities and emergency responses for its sanitary sewer system. The City will also document circumstances that limit its ability to comply with this policy. A report should be prepared periodically for the purpose of evaluating maintenance activities and for determining goals for the future. These records will be kept in accordance with the City's records retention schedule.

PUBLIC EDUCATION

Periodically, the city will inform residents of their responsibilities related to sanitary sewer service from the City of Baxter.

OTHER SANITARY SEWER SYSTEM POLICIES

The City has several other policies and/or ordinances that are important to the ongoing operation of the City's sanitary sewer system. The following documents are available on the City's web site and in the public works department.

- Emergency Response Plan
- Public Sanitary Sewer Use Ordinance
- FOG ordinance
- 20-year lift station rehabilitation policy

Adopted by the City Council of the City of Baxter on the 19th day of April, 2022.

Darrel Olson
Mayor

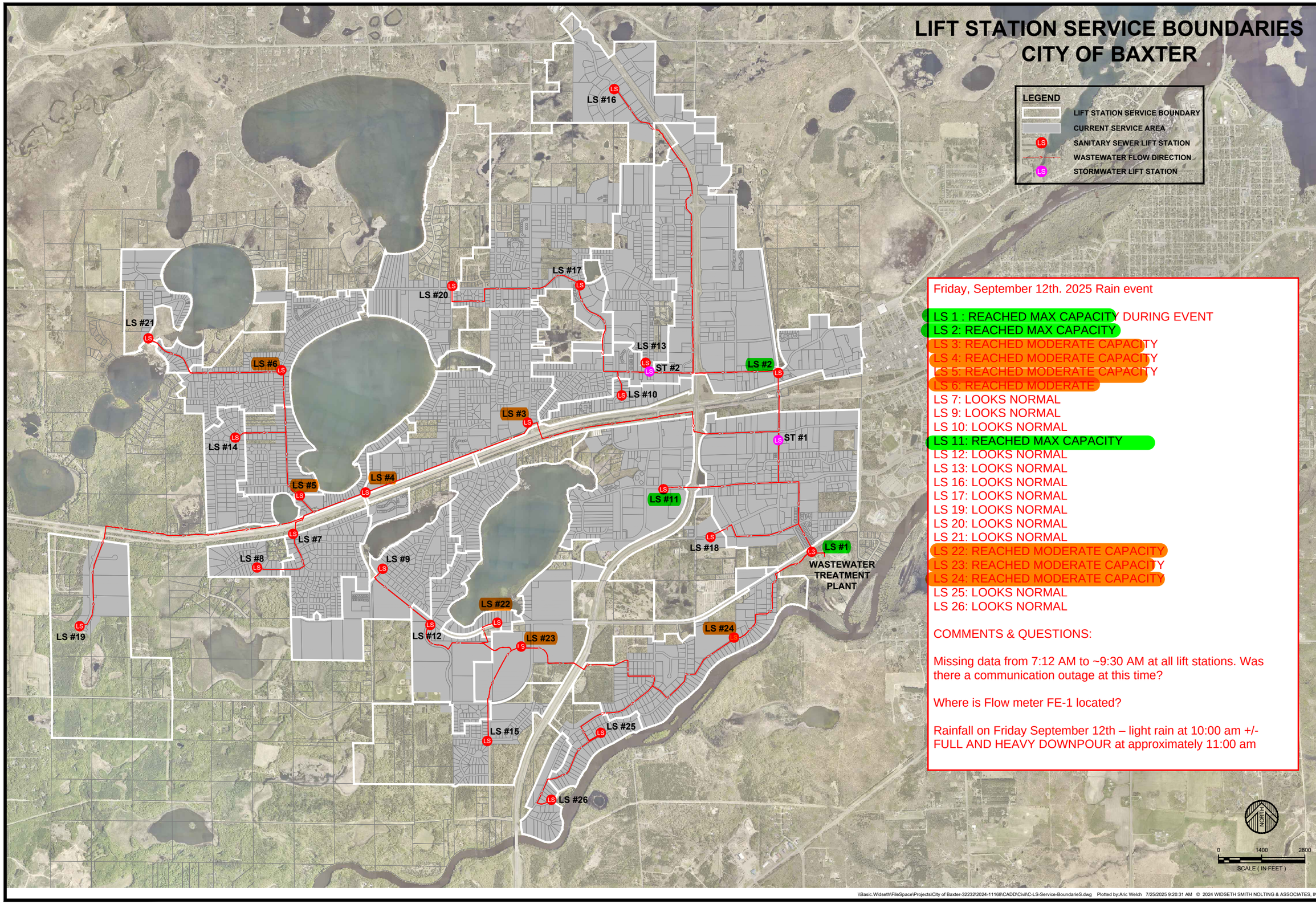
ATTEST:

Kelly Steele
Asst. City Administrator/Clerk

APPENDIX B

SEH CITY OF BAXTER LIFT STATION ANALYSIS – 09-12-2025 RAIN EVENT

LIFT STATION SERVICE BOUNDARIES
CITY OF BAXTER



Friday, September 12th. 2025 Rain event

LS 1 : REACHED MAX CAPACITY DURING EVENT
LS 2: REACHED MAX CAPACITY
LS 3: REACHED MODERATE CAPACITY
LS 4: REACHED MODERATE CAPACITY
LS 5: REACHED MODERATE CAPACITY
LS 6: REACHED MODERATE
LS 7: LOOKS NORMAL
LS 9: LOOKS NORMAL
LS 10: LOOKS NORMAL
LS 11: REACHED MAX CAPACITY
LS 12: LOOKS NORMAL
LS 13: LOOKS NORMAL
LS 16: LOOKS NORMAL
LS 17: LOOKS NORMAL
LS 19: LOOKS NORMAL
LS 20: LOOKS NORMAL
LS 21: LOOKS NORMAL
LS 22: REACHED MODERATE CAPACITY
LS 23: REACHED MODERATE CAPACITY
LS 24: REACHED MODERATE CAPACITY
LS 25: LOOKS NORMAL
LS 26: LOOKS NORMAL

COMMENTS & QUESTIONS:

Missing data from 7:12 AM to ~9:30 AM at all lift stations. Was there a communication outage at this time?

Where is Flow meter FE-1 located?

Rainfall on Friday September 12th – light rain at 10:00 am +/- FULL AND HEAVY DOWNPOUR at approximately 11:00 am

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

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. 41963

DATE	REV#	REVISIONS DESCRIPTION	BY

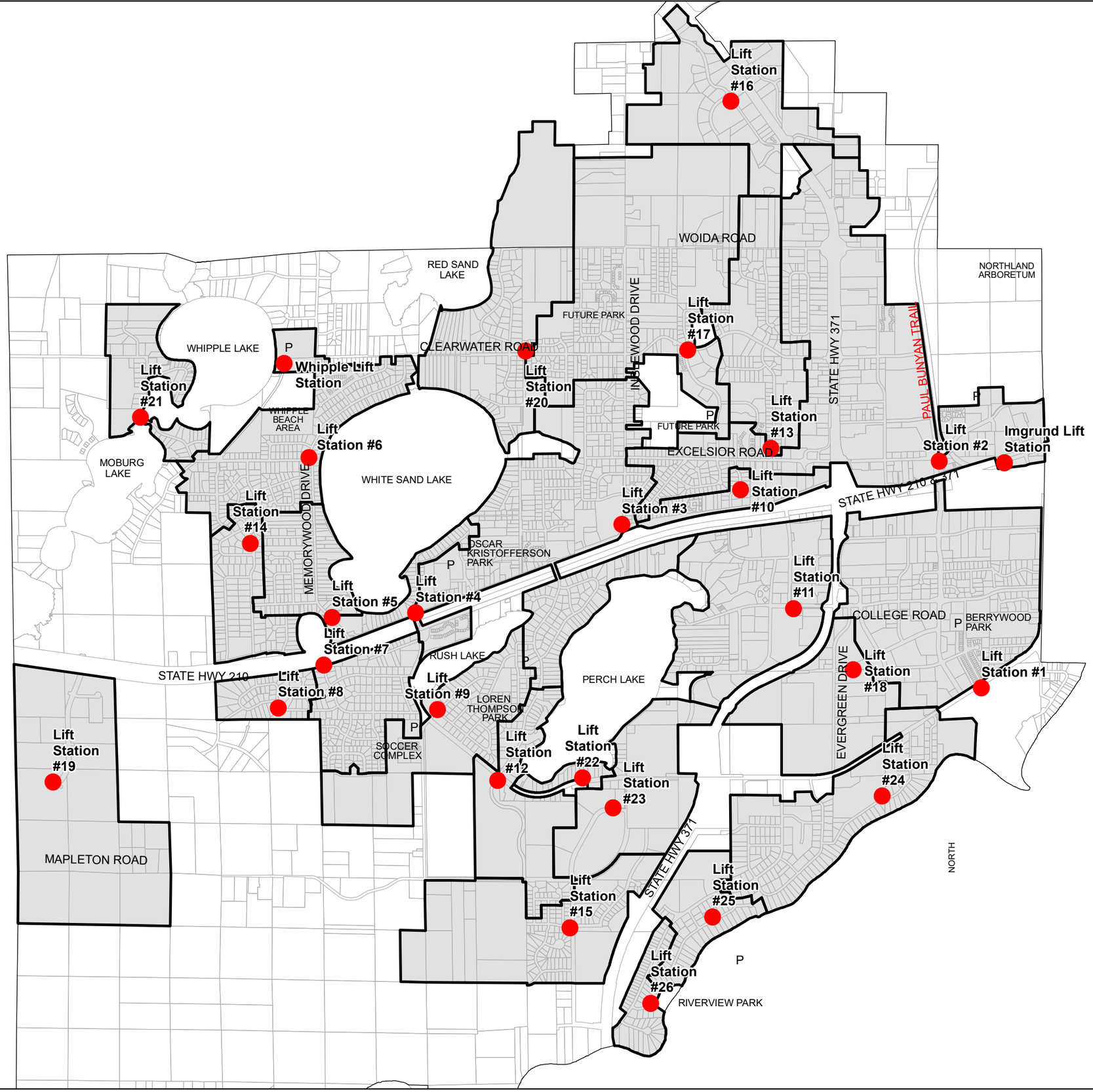
DATE: JUNE 2024
SCALE: AS SHOWN
DRAWN BY: ALW
CHECKED BY: ALW
JOB NUMBER: 2024-11168

20-YEAR LIFT STATION MAINTENANCE PLAN (2024 - 2044)
CITY OF BAXTER
BAXTER, MINNESOTA

LIFT STATION BOUNDARIES

\\Basic.Widseth\FileSpace\Projects\City of Baxter-32232\2024-11168\CADD\Civil\C-LS-Service-BoundarieS.dwg Plotted by:Aric Welch 7/25/2025 9:20:31 AM © 2024 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

Lift Station Service Boundaries



Legend

- Lift Station
- Lift Station Service Areas
- Lift Station Service Areas

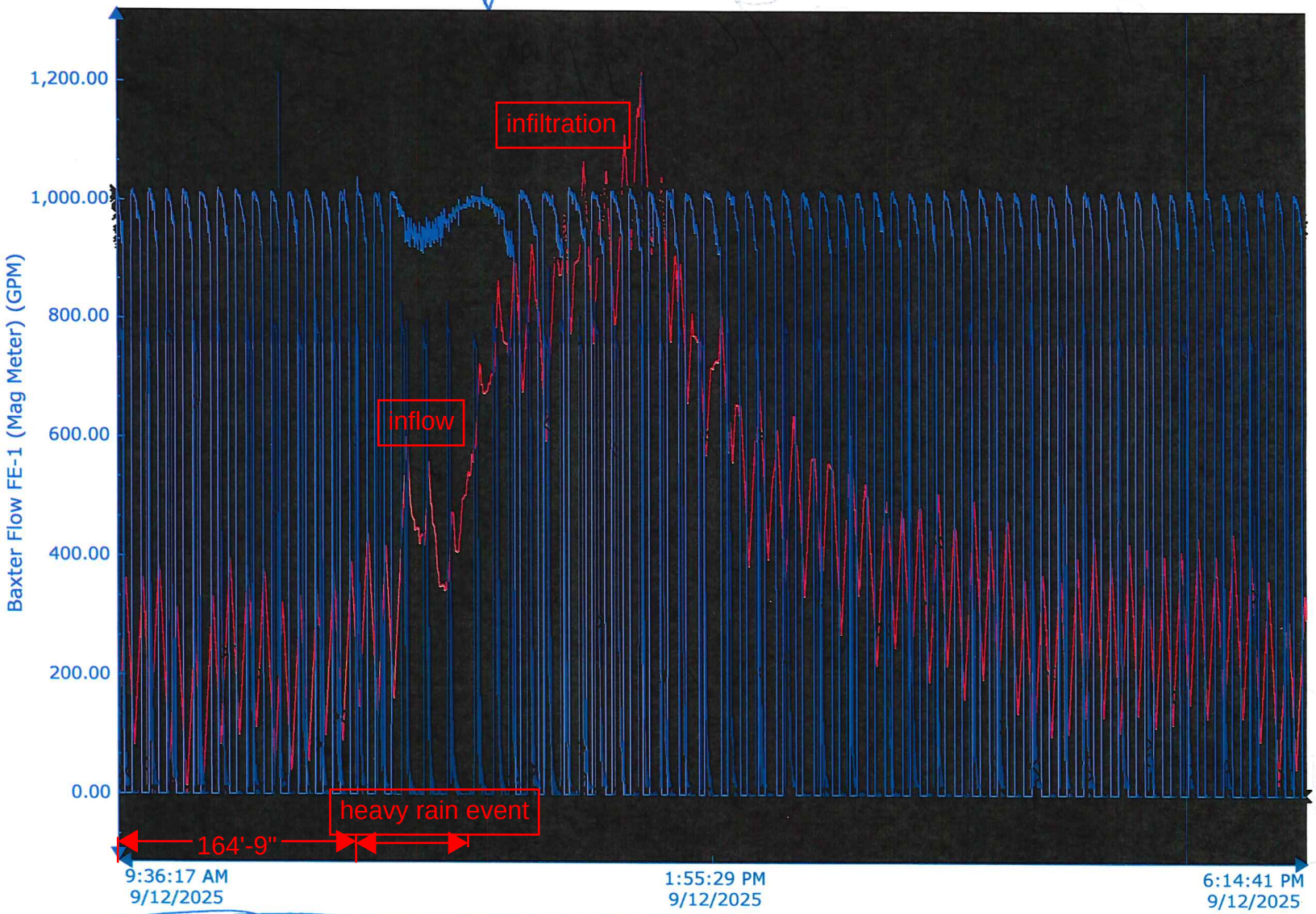
00:00:20.329 (optimized)

?

Building 20 Trends

Blue - City of Baxter
Red - City of Brainerd

Automatic



10 a.m. 2 p.m.

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

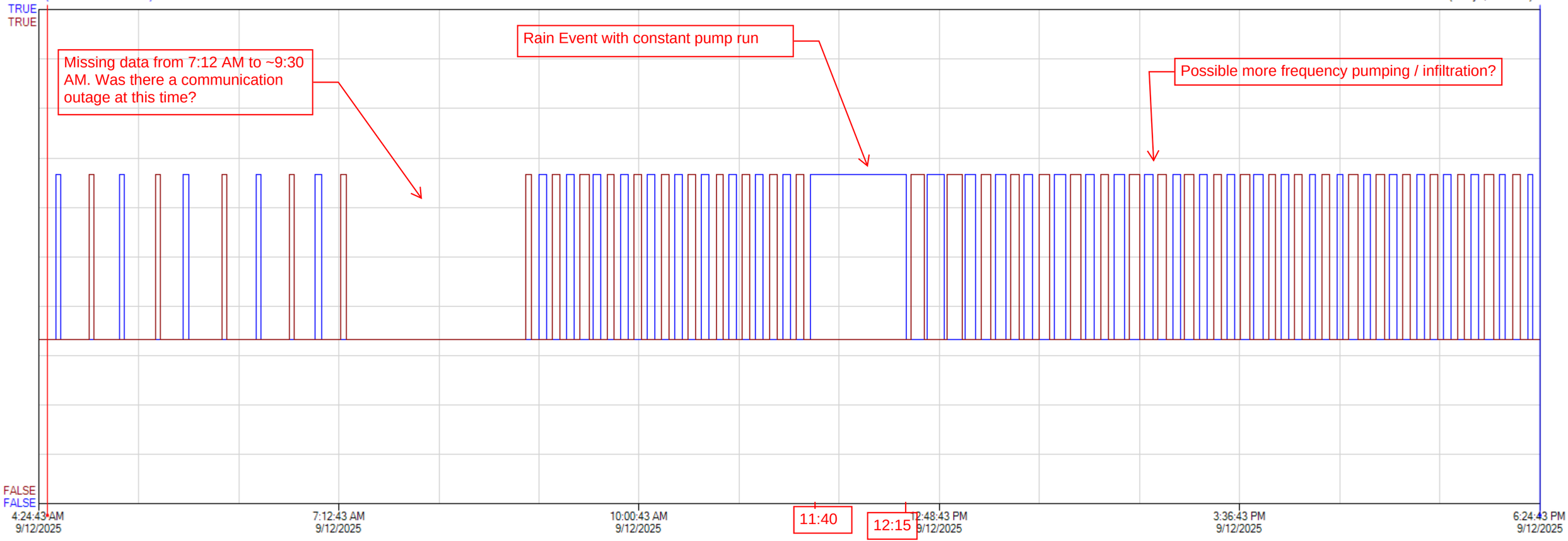
Item 16.

(9/12/2025 4:29:39 AM) FALSE

MAX CAPACITY

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)

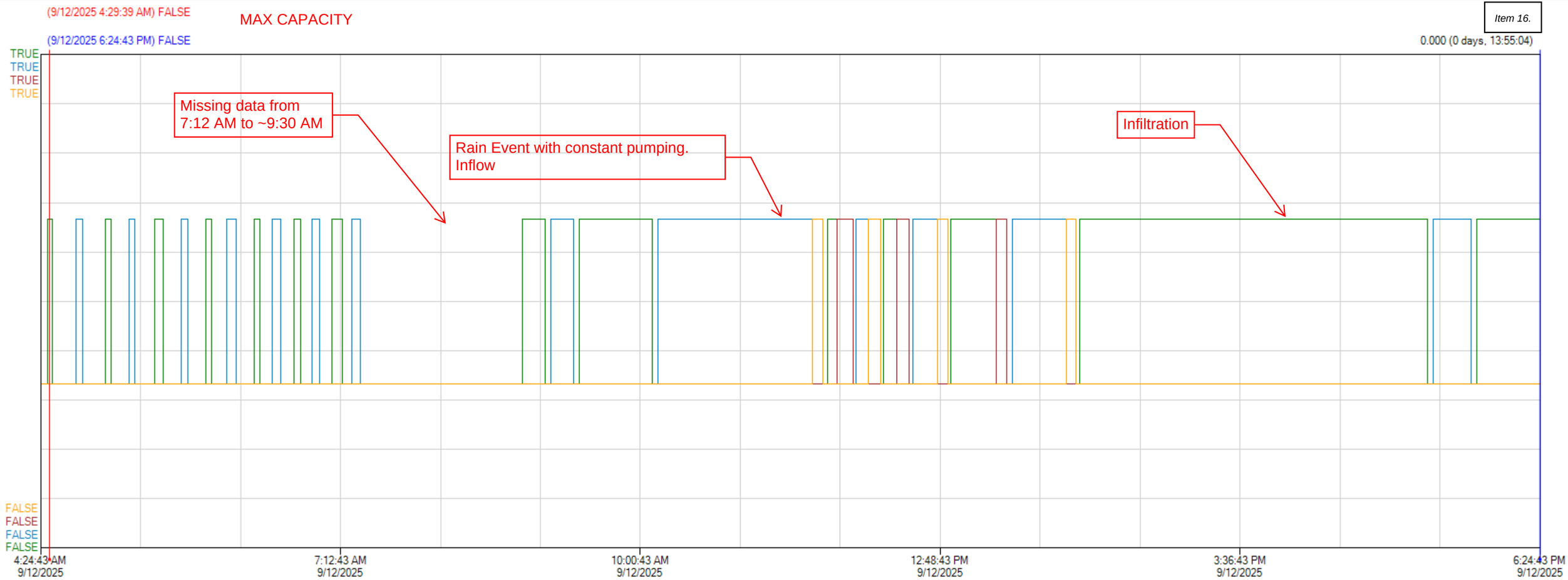


HISTORIAN:LS01.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS01.P1_MN	LIFT STATION 1 PUMP...	1	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS01.P2_MN	LIFT STATION 1 PUMP...	2	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

Item 16.



HISTORIAN:LS02.P4_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS02.P1_MN	LIFT STATION 2 PUMP...	3	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			TRUE	TRUE
LS02.P2_MN	LIFT STATION 2 PUMP...	4	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS02.P3_MN	LIFT STATION 2 PUMP...	5	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS02.P4_MN	LIFT STATION 2 PUMP...	6	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

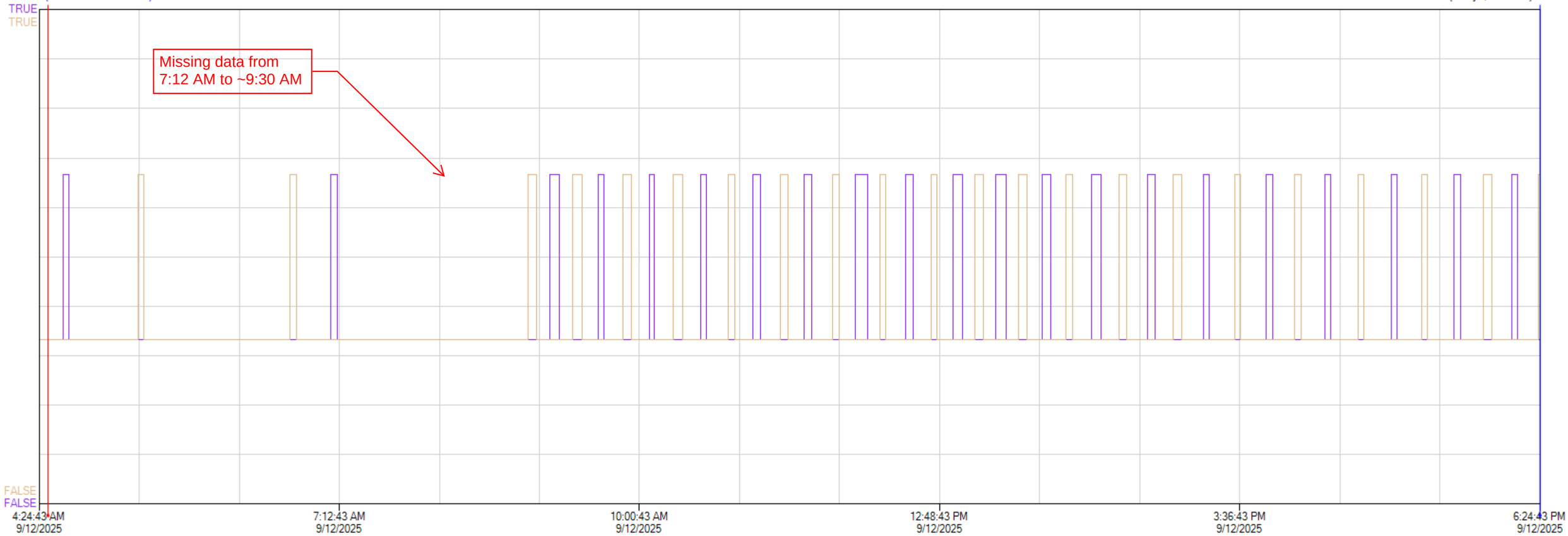
Item 16.

(9/12/2025 4:29:39 AM) FALSE

MODERATE CAPACITY

(9/12/2025 6:24:43 PM) TRUE

1.000 (0 days, 13:55:04)

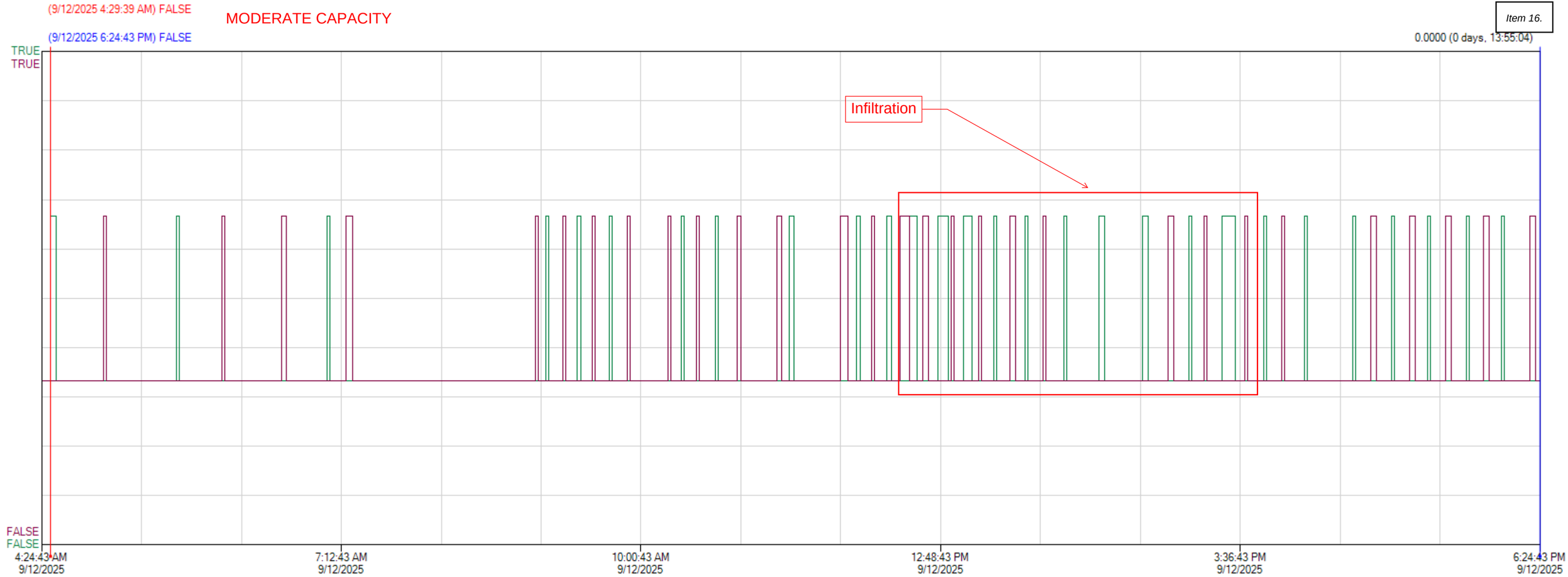


HISTORIAN:LS03.P2_MN [BestFit - 00 00:02:39.199]

149

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS03.P1_MN	LIFT STATION 3 PUMP...	7	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS03.P2_MN	LIFT STATION 3 PUMP...	8	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	TRUE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM



HISTORIAN:LS04.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS04.P1_MN	LIFT STATION 4 PUMP...	9	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS04.P2_MN	LIFT STATION 4 PUMP...	10	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

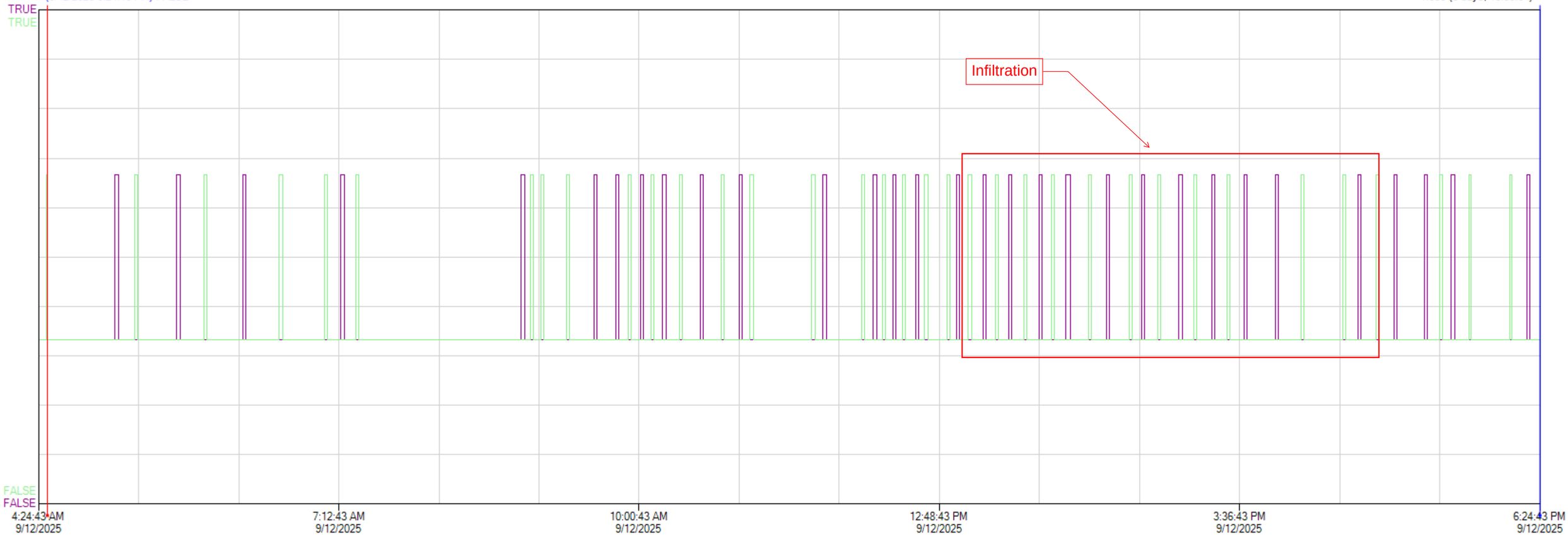
Item 16.

(9/12/2025 4:29:39 AM) TRUE

MODERATE CAPACITY

(9/12/2025 6:24:43 PM) FALSE

-1.000 (0 days, 13:55:04)



HISTORIAN:LS05.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS05.P1_MN	LIFT STATION 5 PUMP...	11	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS05.P2_MN	LIFT STATION 5 PUMP...	12	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			TRUE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

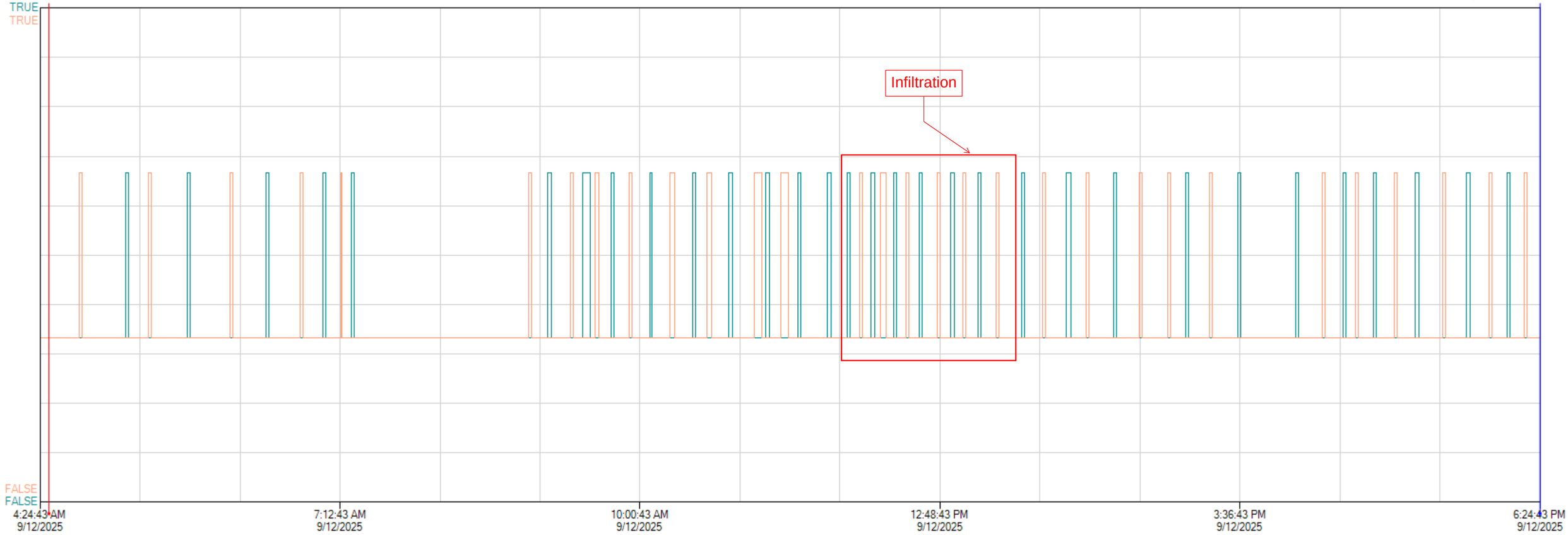
Item 16.

(9/12/2025 4:29:39 AM) FALSE

MODERATE CAPACITY

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)



HISTORIAN:LS06.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS06.P1_MN	LIFT STATION 6 PUMP...	13	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS06.P2_MN	LIFT STATION 6 PUMP...	14	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

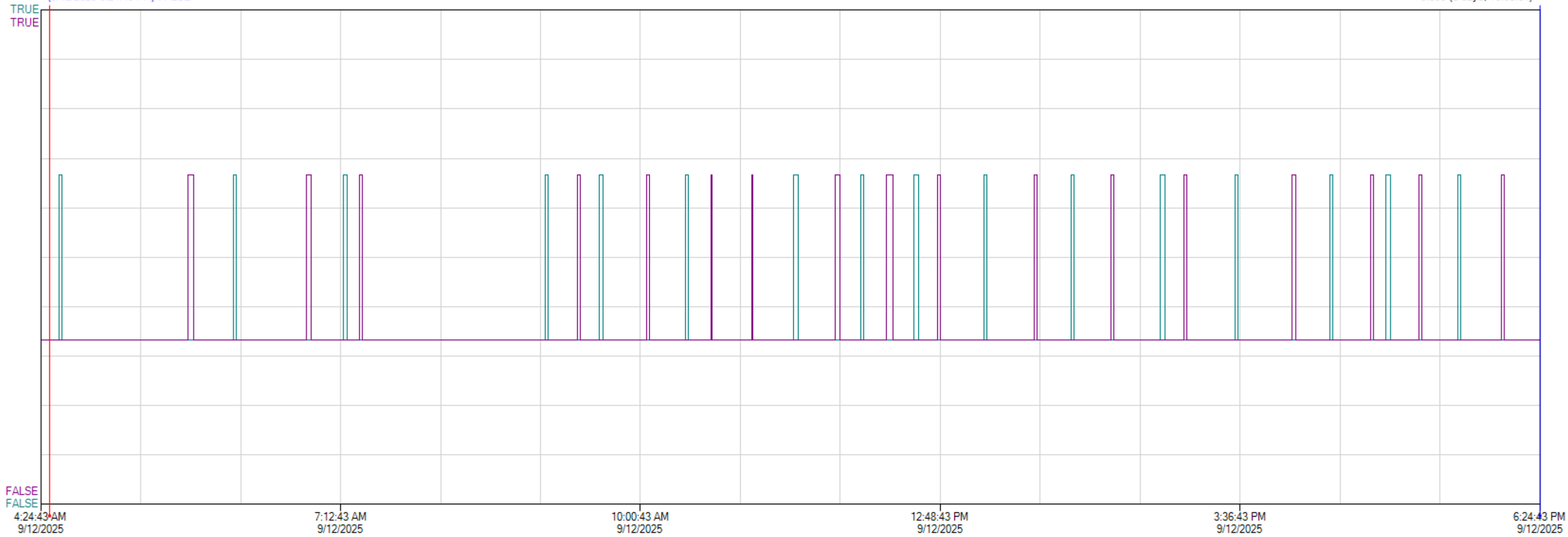
Item 16.

(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)



HISTORIAN:LS07.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS07.P1_MN	LIFT STATION 7 PUMP...	15	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS07.P2_MN	LIFT STATION 7 PUMP...	16	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

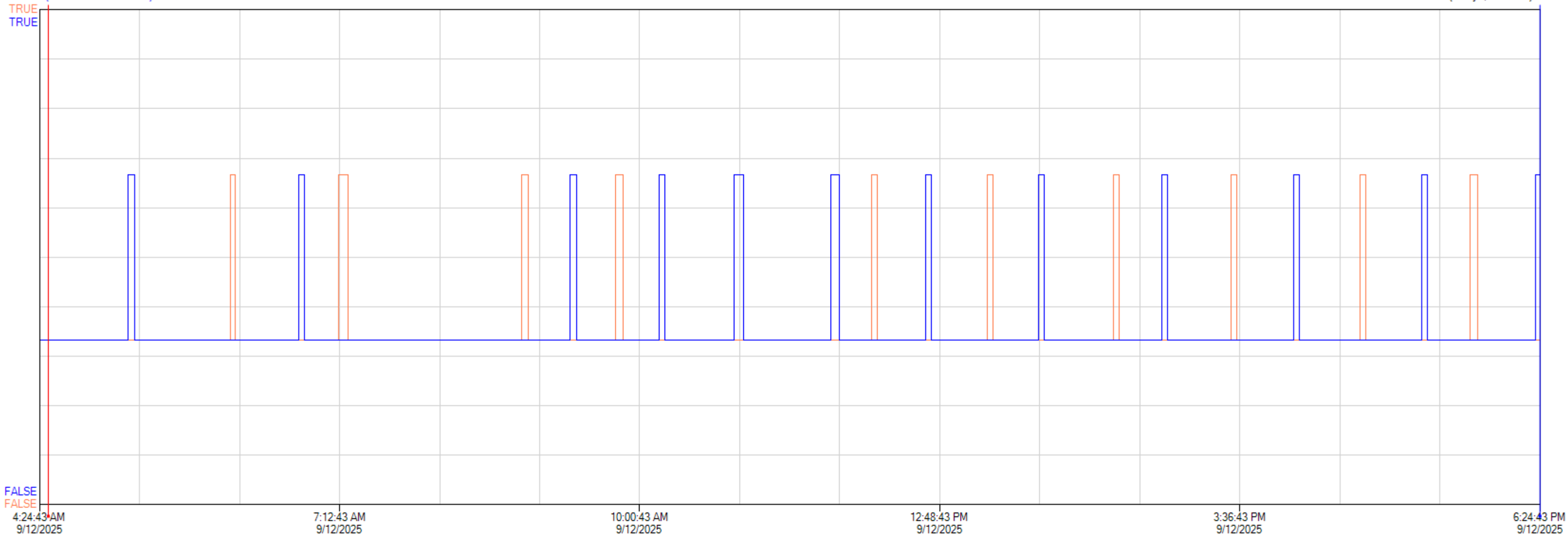
Item 16.

(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL

(9/12/2025 6:24:43 PM) TRUE

1.0000 (0 days, 13:55:04)



HISTORIAN:LS09.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS09.P1_MN	LIFT STATION 9 PUMP...	19	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS09.P2_MN	LIFT STATION 9 PUMP...	20	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	TRUE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

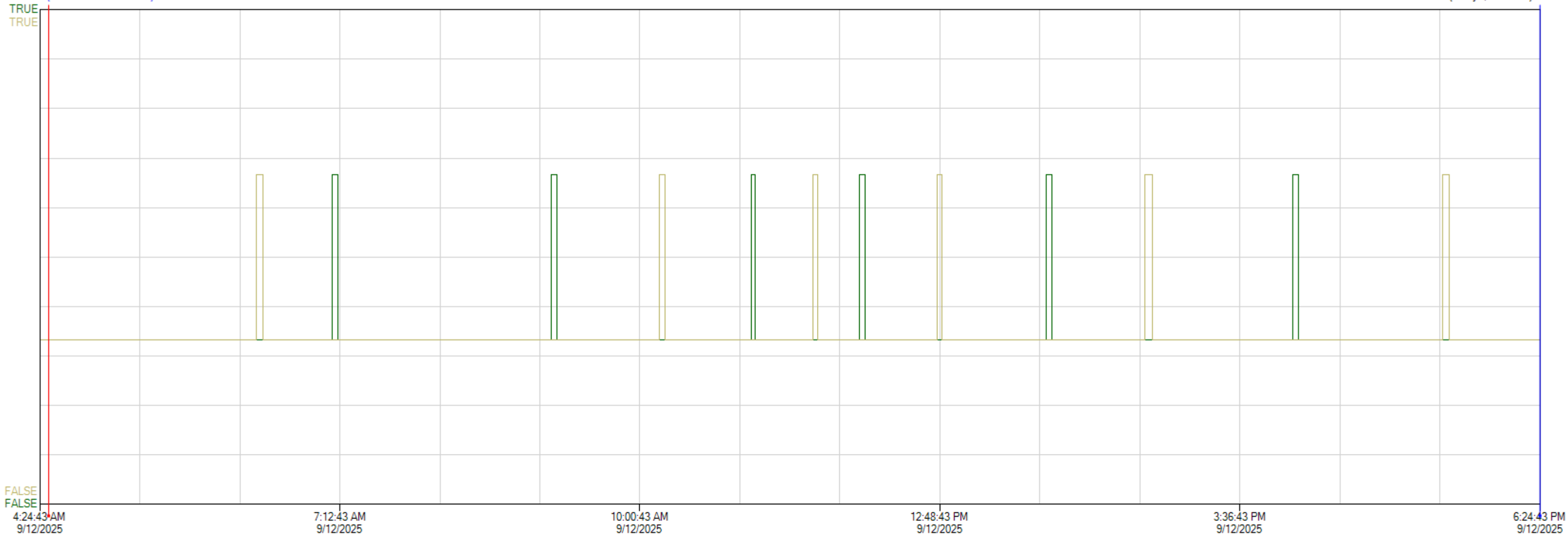
Item 16.

(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)



HISTORIAN:LS10.P2_MN [BestFit - 00 00:02:39.199]

155

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS10.P1_MN	LIFT STATION 10 PUM...	21	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS10.P2_MN	LIFT STATION 10 PUM...	22	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

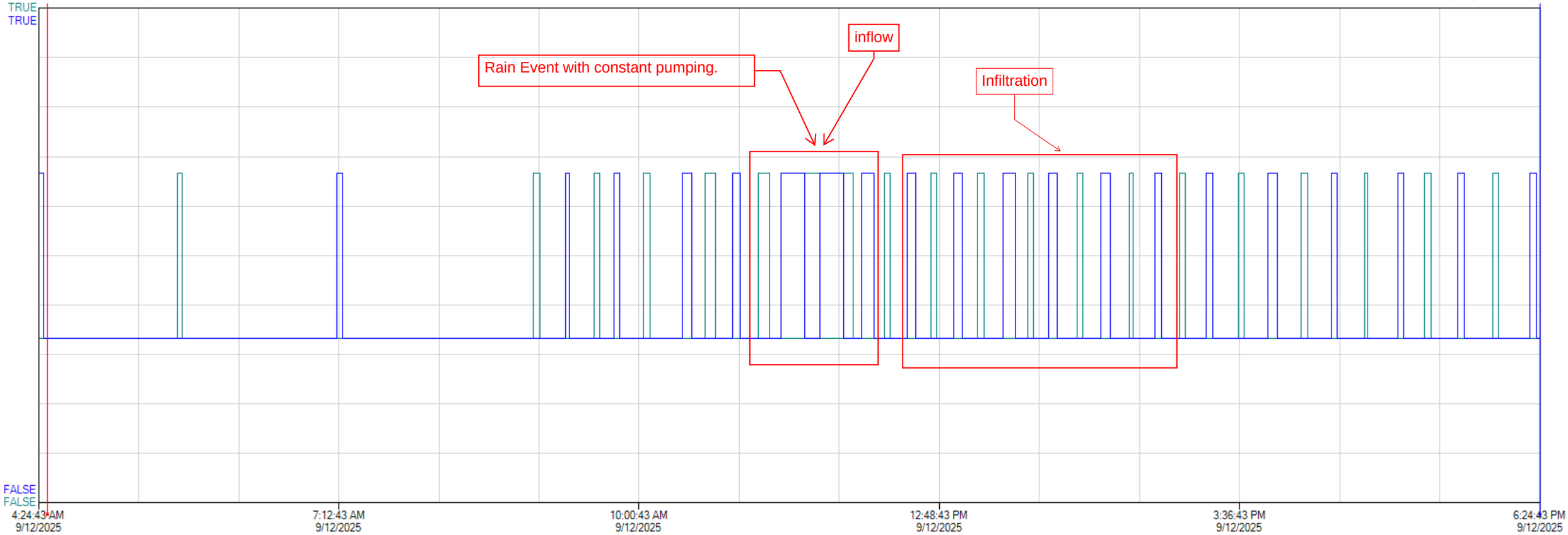
Item 16.

(9/12/2025 4:29:39 AM) FALSE

MAXIMUM CAPACITY

(9/12/2025 6:24:43 PM) FALSE

0.0000 (0 days, 13:55:04)



HISTORIAN:LS11.P2_MN [BestFit - 00 00:02:39.199]

156

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS11.P1_MN	LIFT STATION 11 PUM...	23	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS11.P2_MN	LIFT STATION 11 PUM...	24	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

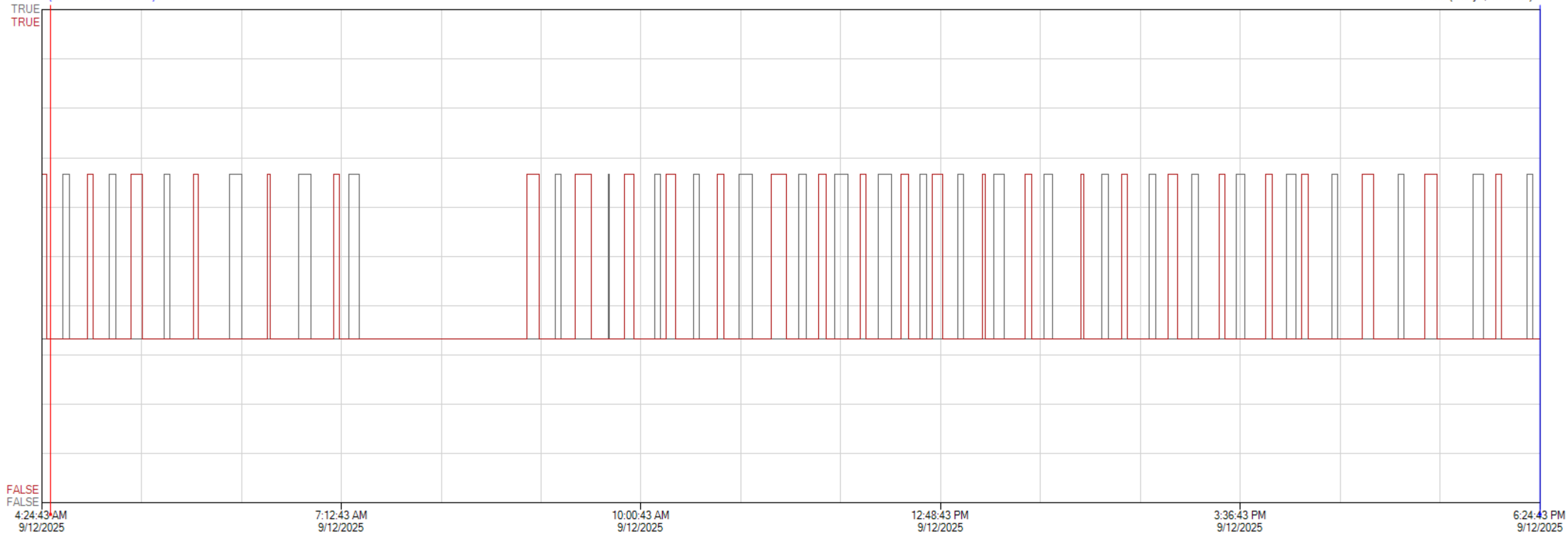
Item 16.

(9/12/2025 4:29:39 AM) FALSE

MODERATE CAPACITY

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)



HISTORIAN:LS12.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS12.P1_MN	LIFT STATION 12 PUM...	25	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS12.P2_MN	LIFT STATION 12 PUM...	26	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

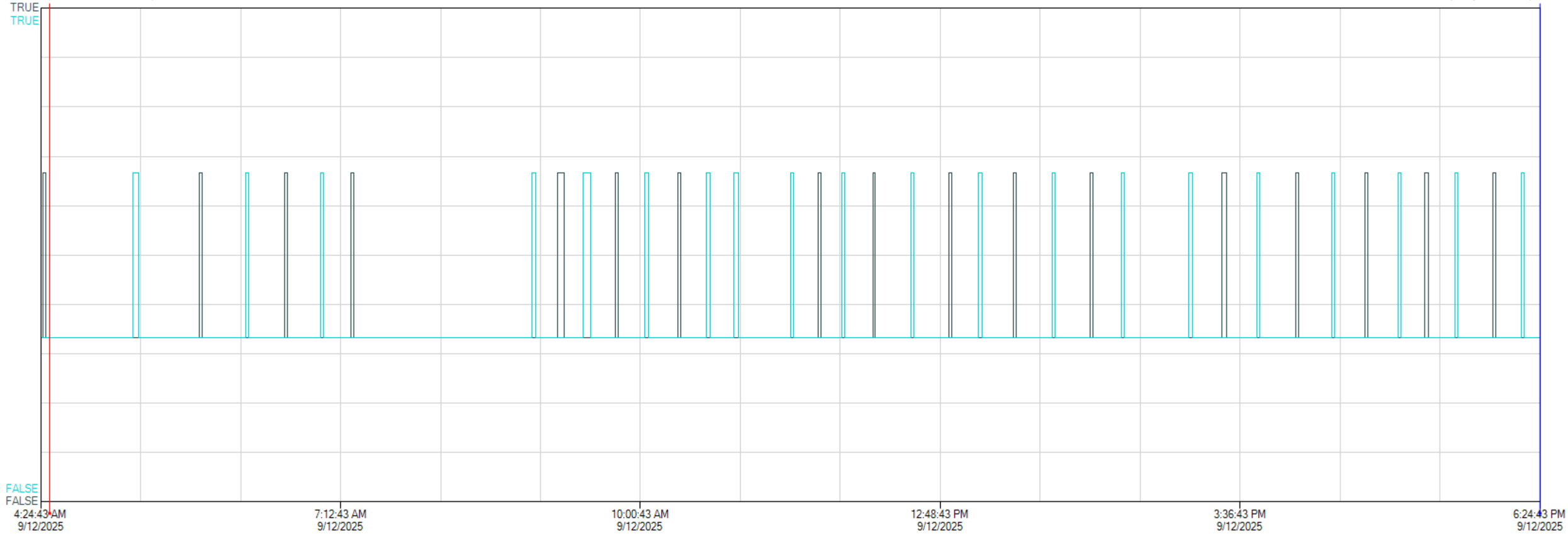
Item 16.

(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)



HISTORIAN:LS13.P2_MN [BestFit - 00 00:02:39.199]

158

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS13.P1_MN	LIFT STATION 13 PUM...	27	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS13.P2_MN	LIFT STATION 13 PUM...	28	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

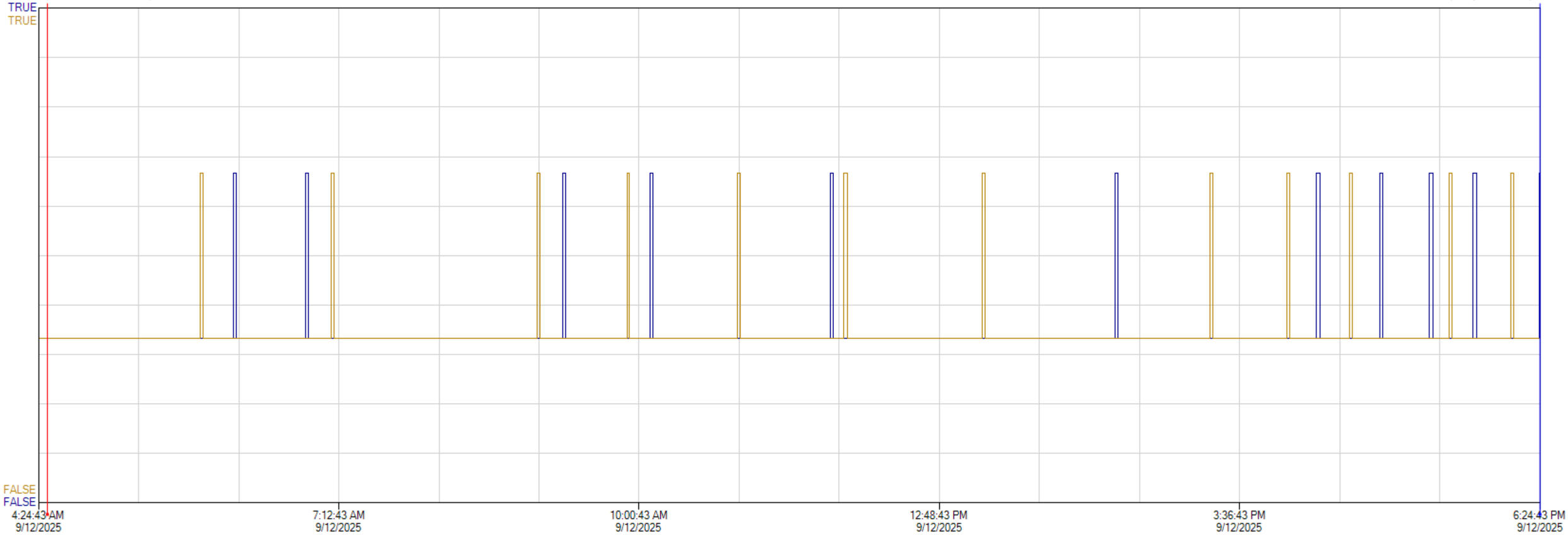
(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL

Item 16.

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)



HISTORIAN:LS16.P2_MN [BestFit - 00 00:02:39.199]

159

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
☑ LS16.P1_MN	LIFT STATION 16 PUM...	33	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	TRUE
☑ LS16.P2_MN	LIFT STATION 16 PUM...	34	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

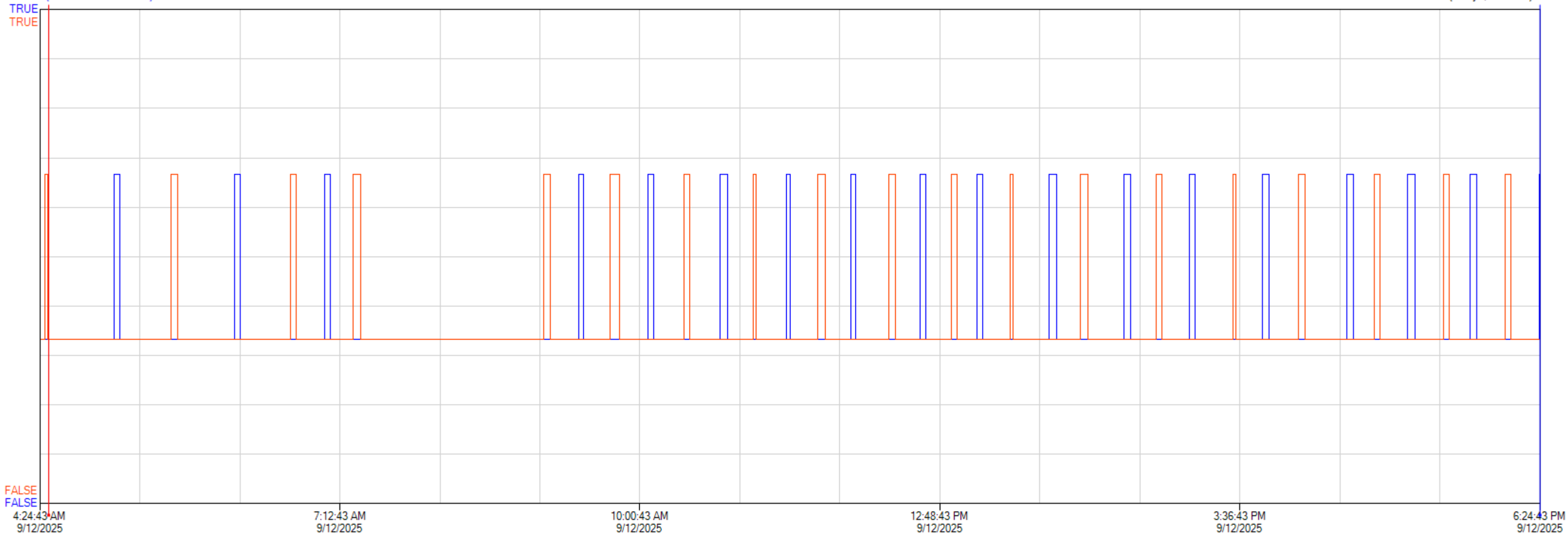
Item 16.

(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL

(9/12/2025 6:24:43 PM) TRUE

1.0000 (0 days, 13:55:04)



HISTORIAN:LS17.P1_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS17.P1_MN	LIFT STATION 17 PUM...	35	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	TRUE
LS17.P2_MN	LIFT STATION 17 PUM...	36	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

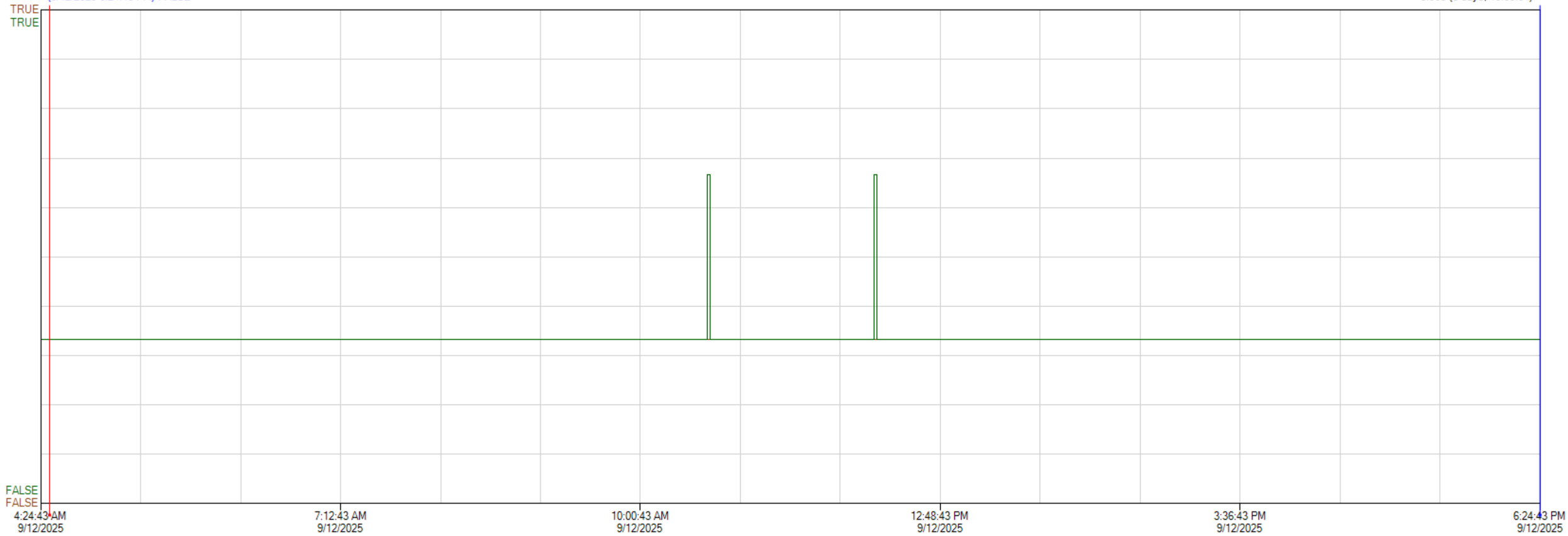
Item 16.

(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)



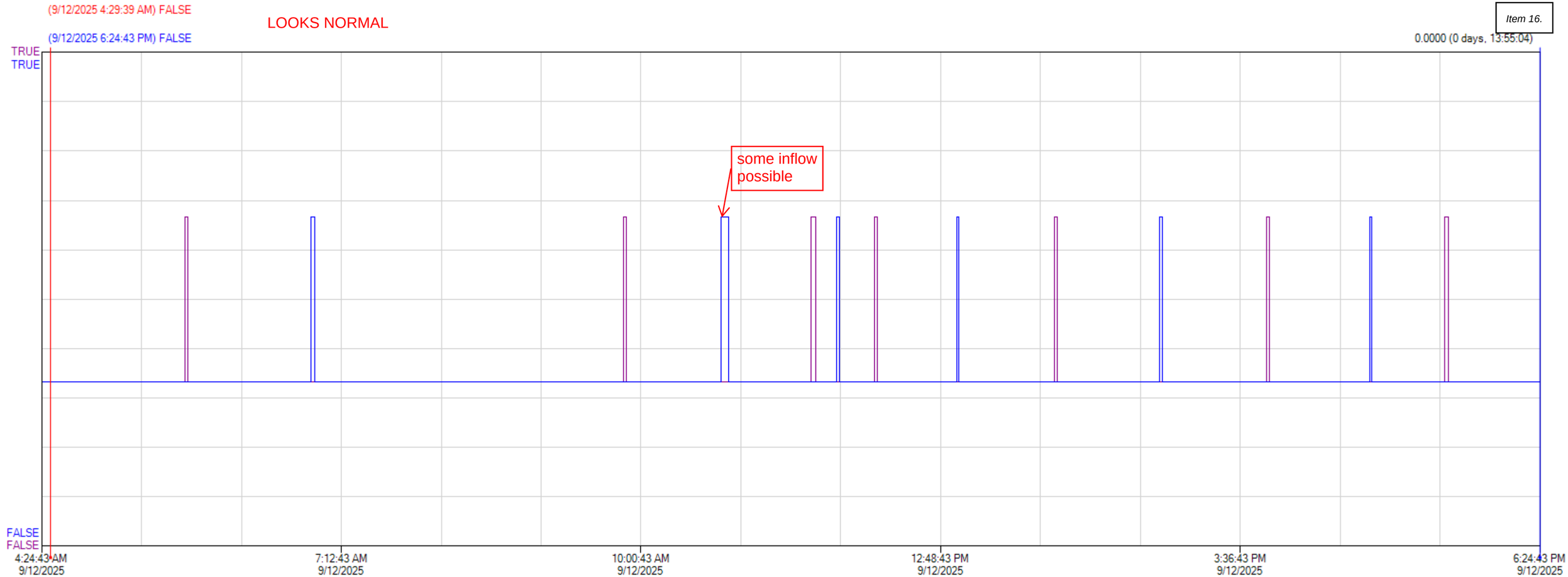
HISTORIAN:LS19.P2_MN [BestFit - 00 00:02:39.199]

161

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS19.P1_MN	LIFT STATION 19 PUM...	39	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS19.P2_MN	LIFT STATION 19 PUM...	40	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

Item 16.



HISTORIAN:LS20.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS20.P1_MN	LIFT STATION 20 PUM...	41	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS20.P2_MN	LIFT STATION 20 PUM...	42	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

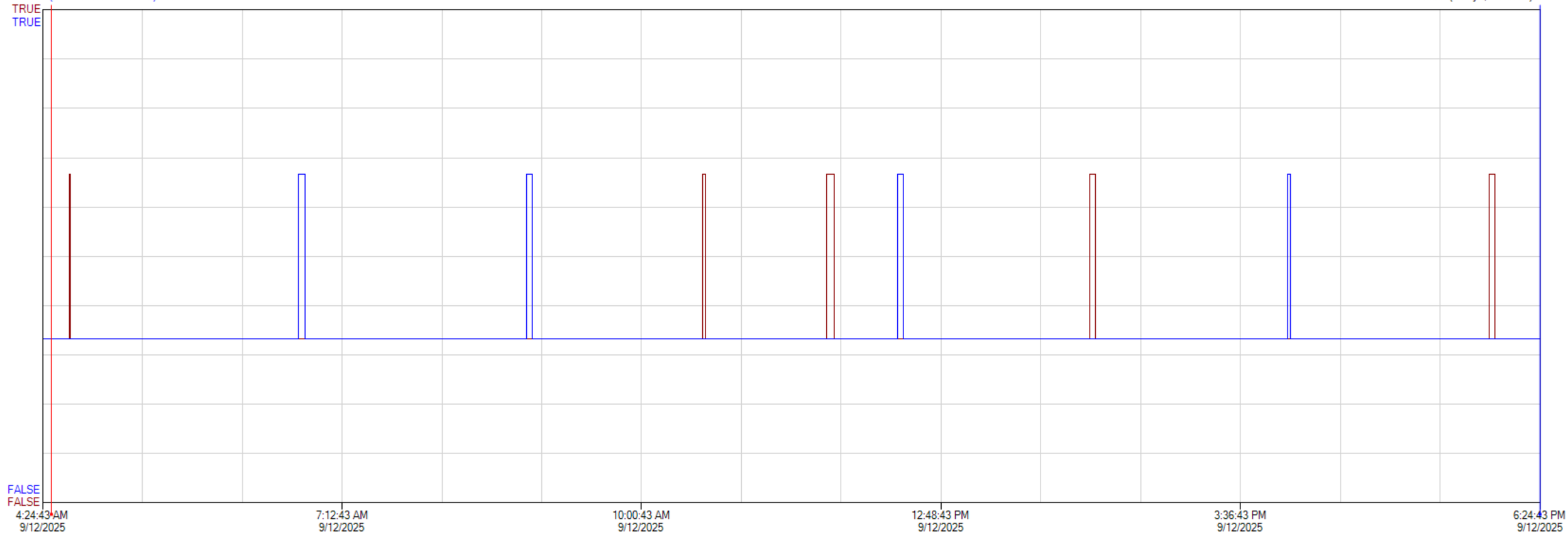
Item 16.

(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL

(9/12/2025 6:24:43 PM) FALSE

0.0000 (0 days, 13:55:04)



HISTORIAN:LS21.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
☑ LS21.P1_MN	LIFT STATION 21 PUM...	43	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
☑ LS21.P2_MN	LIFT STATION 21 PUM...	44	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

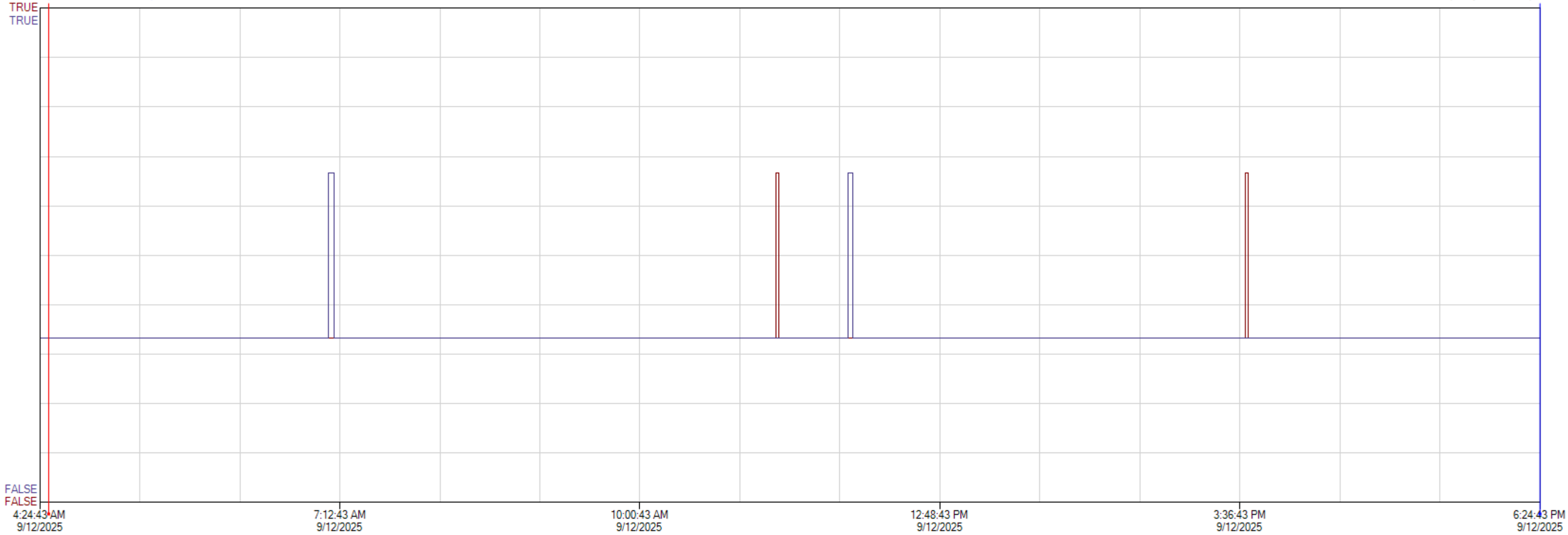
Item 16.

(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL

(9/12/2025 6:24:43 PM) FALSE

0.0000 (0 days, 13:55:04)



HISTORIAN:LS22.P1_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS22.P1_MN	LIFT STATION 22 PUM...	45	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS22.P2_MN	LIFT STATION 22 PUM...	46	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

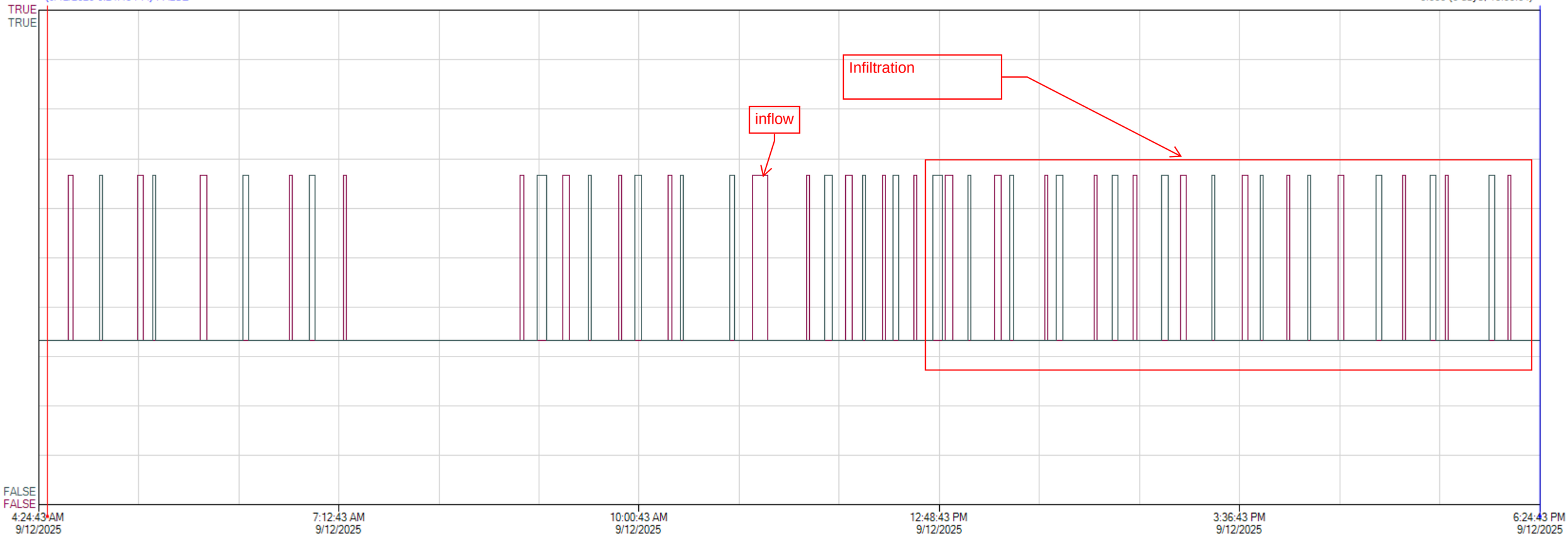
Item 16.

(9/12/2025 4:29:39 AM) FALSE

MODERATE CAPACITY

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)



HISTORIAN:LS23.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS23.P1_MN	LIFT STATION 23 PUM...	47	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS23.P2_MN	LIFT STATION 23 PUM...	48	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

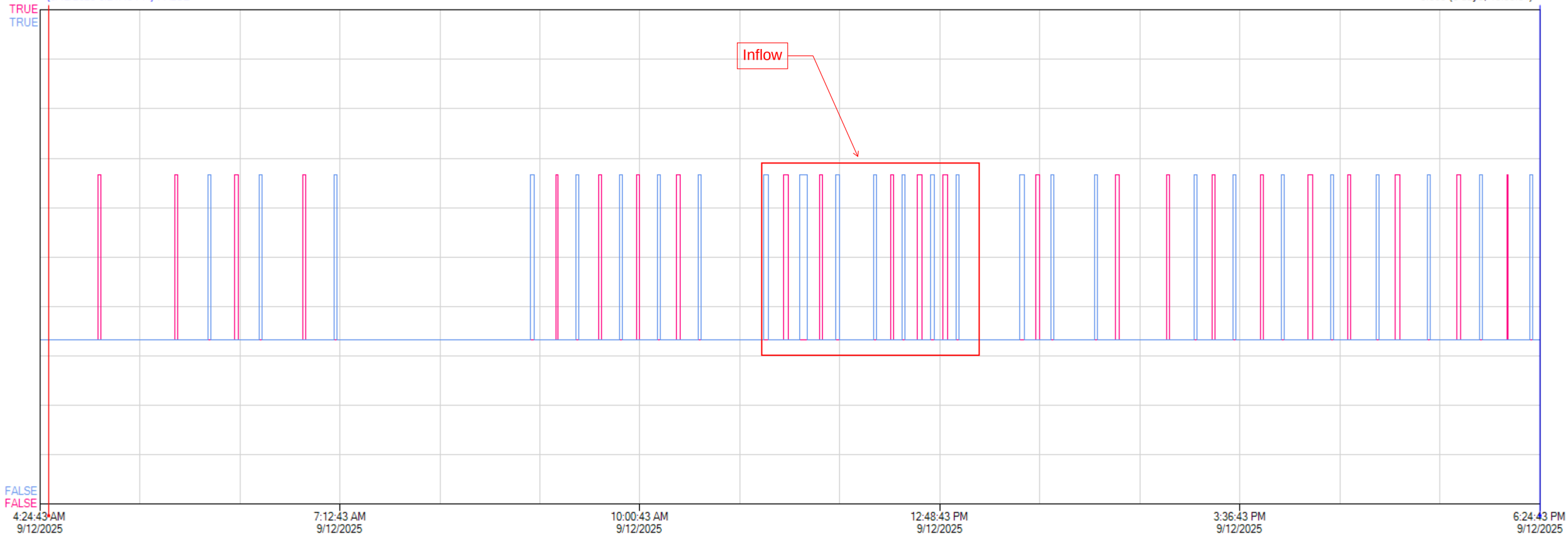
Item 16.

(9/12/2025 4:29:39 AM) FALSE

MODERATE CAPACITY

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)



HISTORIAN:LS24.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS24.P1_MN	LIFT STATION 24 PUM...	49	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS24.P2_MN	LIFT STATION 24 PUM...	50	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

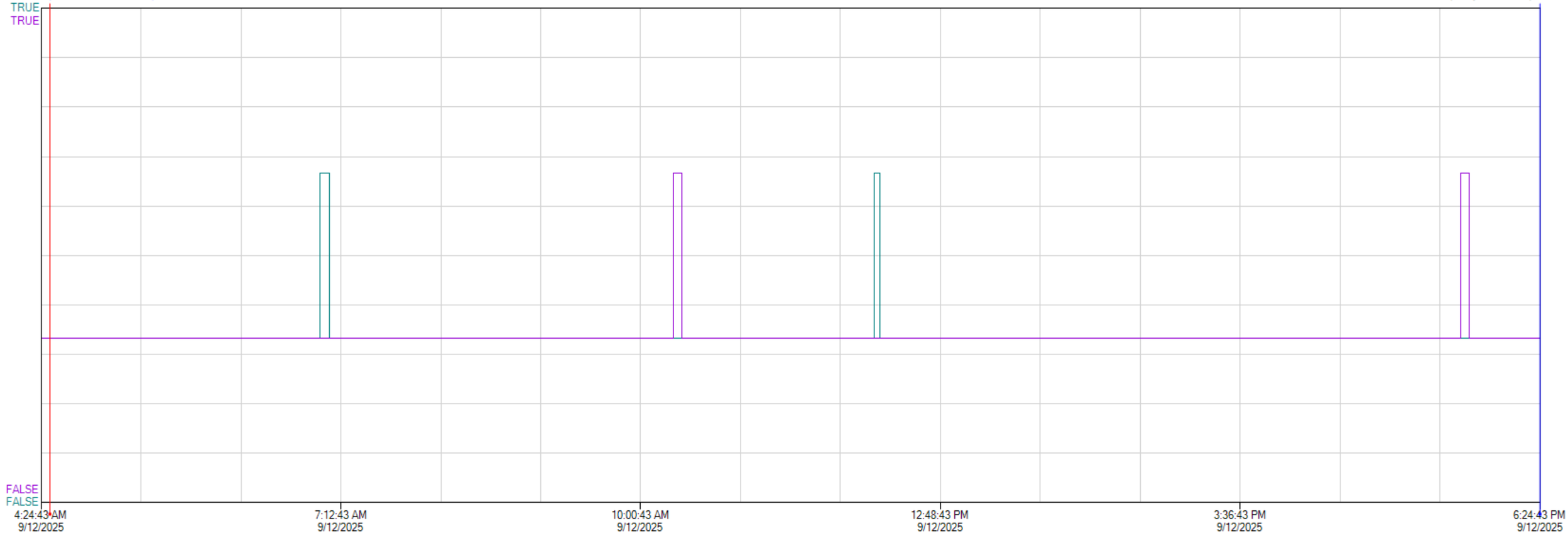
Item 16.

(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)



HISTORIAN:LS25.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS25.P1_MN	LIFT STATION 25 PUM...	51	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS25.P2_MN	LIFT STATION 25 PUM...	52	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

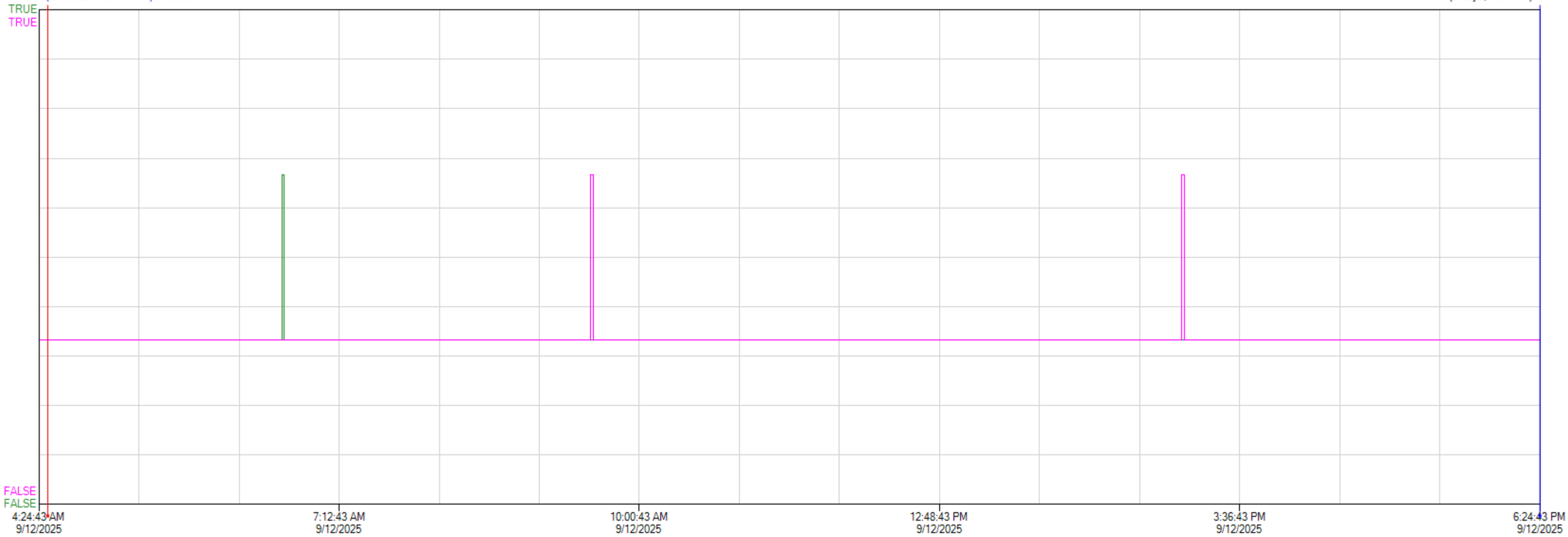
Item 16.

(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL

(9/12/2025 6:24:43 PM) FALSE

0.000 (0 days, 13:55:04)



HISTORIAN:LS26.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS26.P1_MN	LIFT STATION 26 PUM...	53	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
LS26.P2_MN	LIFT STATION 26 PUM...	54	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

9/12/2025 4:24:43 AM | [00] 14:00:00.000 | 9/12/2025 6:24:43 PM

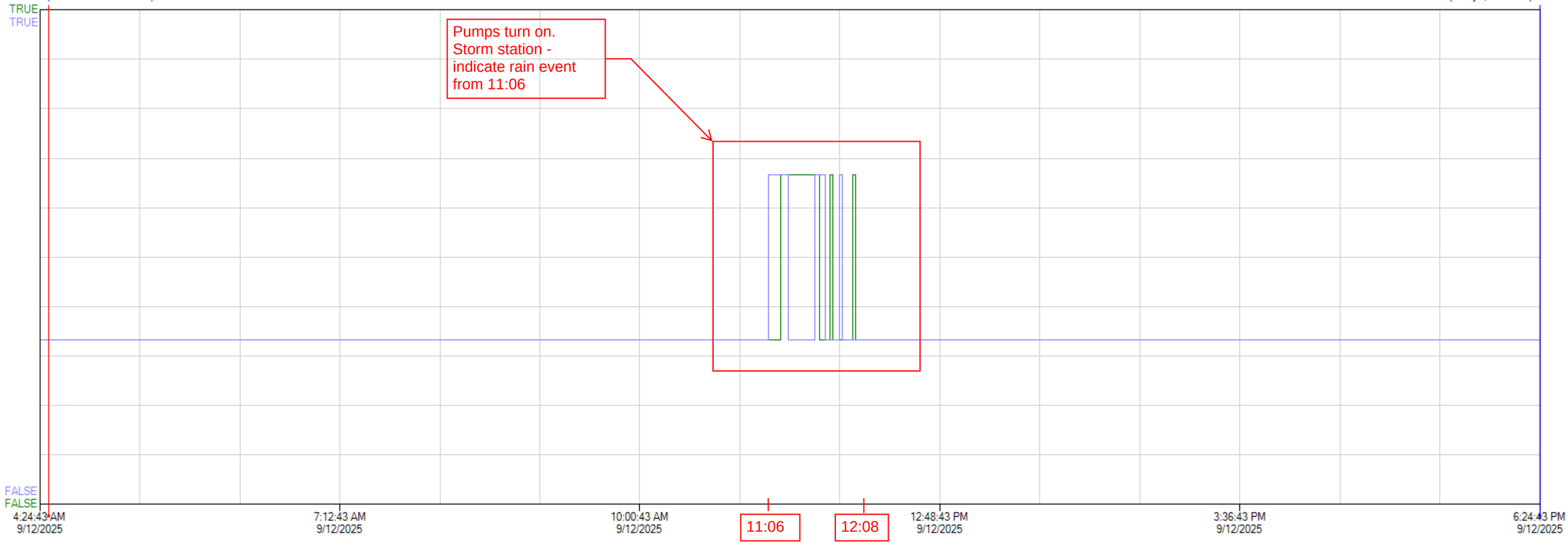
Item 16.

(9/12/2025 4:29:39 AM) FALSE

LOOKS NORMAL FOR STORM STATION

(9/12/2025 6:24:43 PM) FALSE

0.0000 (0 days, 13:55:04)



HISTORIAN:SS01.P2_MN [BestFit - 00 00:02:39.199]

Tag Name	Description	Number	Server	Display Units	Original Units	Color	Minimum	Maximum	IO Address	Time Offset	Source Tag	Source Server	Value at X1	Value at X2
LS26.P2_MN	LIFT STATION 26 PUM...	54	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.000	2.000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
SS01.P1_MN	STORM STATION 1 PU...	55	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE
SS01.P2_MN	STORM STATION 1 PU...	56	HISTORI...	FALSE|TRUE	FALSE|TRUE		-1.0000	2.0000	\\HISTORIAN\InSQL_...	0:00:00.000			FALSE	FALSE

APPENDIX C

SMOKE TESTING PUBLIC NOTICE

BAXTER
"A Growing Community"

WIDSETH

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

PUBLIC NOTICE
April 8, 2026

To Area Residents, Occupants and Property Owners:

The City of Baxter will be conducting smoke testing of the sanitary sewer system in your neighborhood beginning the week of April 20th, 2026.

The testing involves accessing the sanitary sewer manholes located in the streets and utility easements. A special smoke will be blown into the sanitary sewer system to reveal leaks, defects and cross-connections with storm sewer or surface water collection systems.

A non-toxic smoke will be used for the tests. The smoke is designed for this purpose, leaves no residue or stains, and has no effect on the health of plants, animals or humans. The smoke has a distinctive, but not unpleasant odor which lasts for only a few minutes with proper ventilation.

Because plumbing appliances in your house or building are connected to the sanitary sewer system, some smoke may enter your home or place of business if:

- Vents connected to your building's sewer pipes are inadequate, defective or improperly installed
- Traps under sinks, tubes, basins, showers or other drains are dry, defective, improperly installed or missing
- Pipes, connections and seals of the plumbing system in and under your building are leaking, damaged, defective or improperly installed

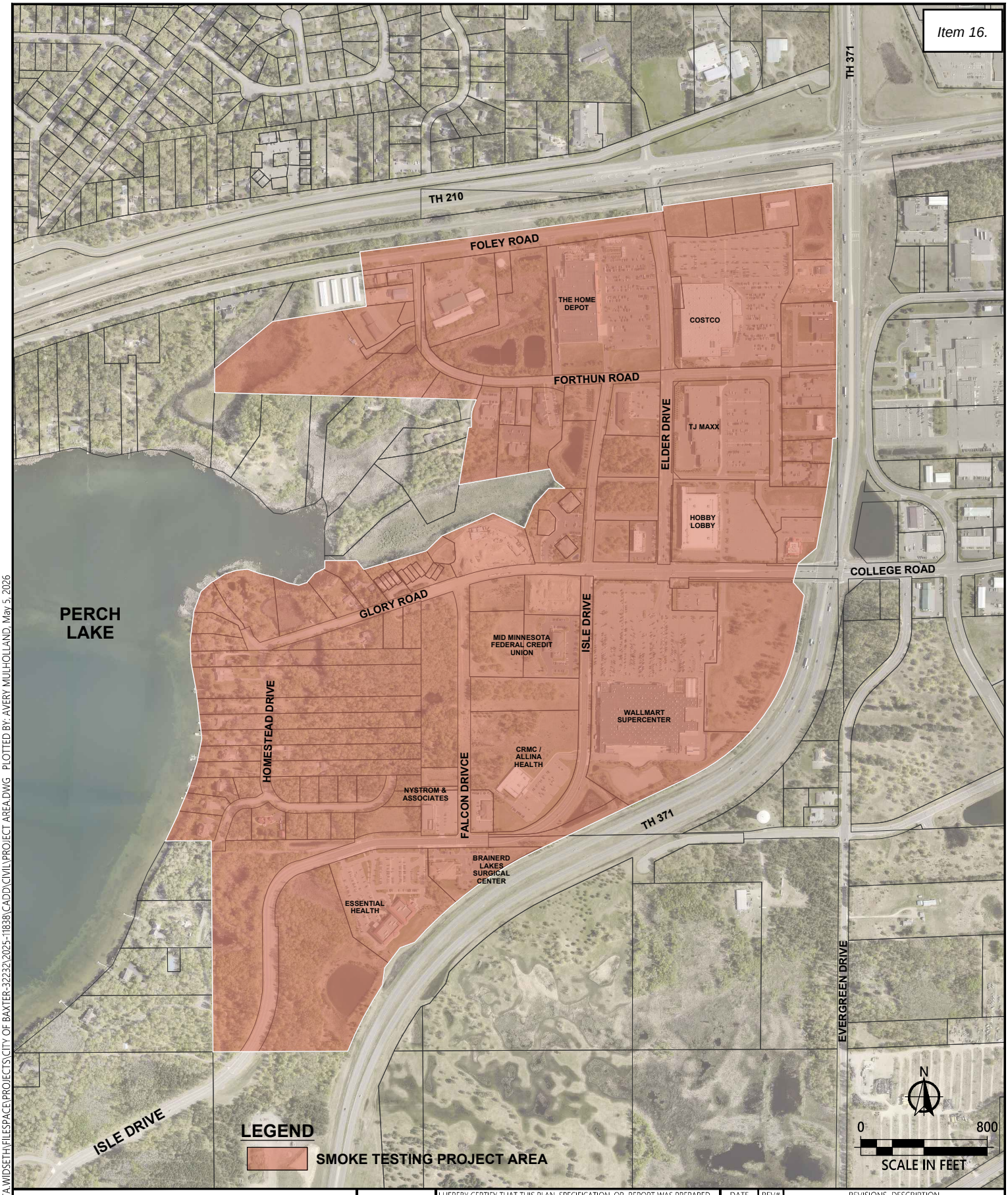
All residents and property owners are advised that if traces of this smoke or its odor enter your home or building, it is an indication that gases and odors from the sanitary sewer system may also enter. Sewer gas can be unpleasant and dangerous. Sewer gas entering your home or building poses a health risk to the occupants and should not be ignored.

Should this smoke or odor enter your home or business, please contact a member of the smoke testing crew working in your area. The crew member will be able to assist you with locating the source of the smoke and where it is entering your building. Location, identification, and correction of the source of the smoke that enters your building is strongly advised. If you are unsure if the smoke is related to the City's project, please contact 911.

Your cooperation in this investigation will be greatly appreciated. The information gathered by this testing will be used to improve the sanitary sewer system and reduce operation and maintenance costs.

If you would like to be added to an email list with updates as we move throughout the project, please send your email to Avery Mulholland, avery.mulholland@widseth.com.

Attachments to this letter have additional information regarding sanitary sewer smoke testing. Should you have any further questions, please feel free to contact Aric Welch, Project Engineer | 218-316-3627 | aric.welch@widseth.com or Avery Mulholland, EIT | 218-316-3697 | avery.mulholland@widseth.com.



DRAWN BY:

CHECKED BY:

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

LIC. NO.: #### DATE:

DATE	REV#	REVISIONS DESCRIPTION

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

2025 Lift Station No. 11 Service Area Smoke Testing

Smoke Testing Project Area

1

PROJECT #: 20

© 2026 WIDSETH FILE: \\DATA WIDSETH\FILESPACE\PROJECTS\CITY OF BAXTER-32232\2025-11838\CADD\CIVIL\PROJECT AREA.DWG PLOTTED BY: AVERY MULHOLLAND, May 5, 2026

APPENDIX D

SMOKE TESTING FREQUENTLY ASKED QUESTIONS

FREQUENTLY ASKED QUESTIONS ABOUT SANITARY SEWER SMOKE TESTING

City of Baxter

What is the purpose of smoke testing?
The purpose of smoke testing is to help find potential sources of infiltration and inflow into the public sanitary sewer system. Infiltration is ground water that enters into the system through cracks or leaks caused by loose joints, defects, improper installation or pipe damage. Inflow is water that enters the system at points of direct connection and can include sump pump discharges, foundation drains, roof drains and down spouts. Excessive inflow and infiltration can result in high sanitary sewer flows during rain events, snow melt or high ground water conditions. Increased flows can lead to backups in the sanitary sewer system and result in higher maintenance and operation costs associated with pumping and treating the wastewater.

How does smoke testing work?
During smoke testing, field crews will access the sanitary sewer system through manholes located in the street and utility easements. A gas powered mechanical blower will be set on top of the manhole to force air and artificial smoke into the sanitary sewer system. Under pressure, the artificial smoke will fill the sewer main, service lines and private plumbing within buildings. Artificial smoke will exit the sewer system at roof vents on top of buildings and at locations where infiltration and inflow may be entering the sanitary sewer collection system. Smoke coming from the sewer system at any location other than roof vents indicates a location where surface water or ground water may be entering the sanitary sewer.

What are the benefits of smoke testing the sanitary sewer lines?
Smoke testing is an efficient and cost-effective way to locate and identify where infiltration and inflow may be entering the sanitary sewer system collection system. Eliminating sources of infiltration and inflow from the sanitary sewer collection system helps to reduce the potential for the backup of sewage into basements, reduces the cost to operate and maintain the sanitary sewer system and extends the life of the wastewater treatment system.

The smoke testing may also help identify plumbing leaks in buildings. Sewer gases can be toxic, causing health problems and in extreme cases, even death. Therefore, fixing any deficiencies in household and business plumbing is strongly recommended.

Is the artificial smoke harmful?
The "smoke" is not true smoke, but rather a white to gray mist containing a large percentage of atmospheric moisture that is highly visible at low concentrations. The artificial smoke should not harm your health or leave a fabric stain and will disappear rapidly without leaving an odor. However, since any vapor can be an irritant, direct contact with the artificial smoke may cause minor respiratory irritation in some people. Individuals with respiratory problems such as chronic asthma, emphysema or other respiratory conditions should avoid direct exposure to the artificial smoke. If the artificial smoke enters your home, it may make you cough but the smoke will not cause asphyxiation or create a fire hazard.

Where will the smoke appear?
If the plumbing system in each building is up to code and functioning properly, and the sanitary sewer collection system has no defects, the only place smoke should be visible is at the sewer vent on your

roof and possibly at some manhole covers in the street. If the smoke is seen anywhere else, a potential source of infiltration and inflow has probably been discovered.

Will smoke get into my house?
The artificial smoke should not get into your house if your plumbing is installed and functioning properly and provided the sewer drain traps are filled with water.

Since plumbing fixtures in your home or business are connected to the sanitary sewer system, there is the potential for the artificial smoke to enter if the plumbing system is not functioning properly. Some circumstances where the artificial smoke could enter your home include:

- If the sewer venting system in your building is inadequate, defective or improperly installed.
- If the traps under sinks, tubs, basins, showers and other drains are dry, defective or improperly installed.
- If the pipes, connections or seals in the wastewater drain system in and/or under your building are broken, damaged and defective, have plugs missing or are improperly installed.
- If the sump pump is connected to the sanitary sewer system.

Please run water down all your drains to ensure that the trap is not dry**.** Dry traps are most commonly found in basement fixtures and floor drains that are seldom used. It is important to always maintain water in traps so that sewer gases are not allowed to enter your home or business.

What does it mean if smoke enters my house?
If smoke enters your home during the test, it may indicate there are deficiencies in the plumbing that may allow potentially dangerous sewer gas to enter.

What should I do if smoke gets into the house?
If there is heat and the smoke smells like it is coming from a fire, call 911. If it is apparent the smoke is a result of the City smoke testing project, open windows to allow ventilation and note the location of the smoke emission. The artificial smoke should clear within a few minutes. Exit the building and notify smoke testing personnel in the area.

If the artificial smoke is not harmful, why do you recommend evacuating the structure?
We recommend evacuating as a precautionary measure in case the smoke is due to a real fire rather than a test. In addition, the fan that is blowing artificial smoke is also blowing any sewer gases that may be in the sanitary sewer collection system into your building.

What happens if the smoke testing crew finds a faulty sewer or lack of water traps in a home?
If smoke is seen within a house or structure, our crews will attempt to notify the homeowner that there may be potential defects in the plumbing system. However, property owners will be responsible for any repairs required on their private property plumbing system.

How long will the testing take?
While crews might be in your area for a few hours, each smoke test setup takes approximately 30 minutes to complete. Most houses will only be within the testing area for one or two tests.

When will the smoke testing be performed?
The sanitary sewer smoke testing will only be performed on week days between the hours of 7:00 am and 6:00 pm. Any smoke observed outside of this time frame is NOT artificial smoke from the sewer testing work.

What should I do to prepare for smoke testing?
When you receive notice that smoke testing will take place, you should:

- Check to see that all drain traps under basins, washing facilities and floor drains contain water; simply flush toilets and run or pour water into all drains, including unused fixtures and floor drains.
- If there is an individual in your home or business who has respiratory problems and/or mobility limitations, or if you have any additional questions, contact: Aric Welch, Project Engineer at 218-316-3645.

Do I have to be home during testing?
No. The smoke testing crew will not need to enter your home. You are also not required to allow the smoke testing crew to enter you home.

How will I know if smoke enters my house if I am not home during testing?
Unless you return home shortly after the completion of the smoke testing, you probably will not know if smoke entered your home. The purpose of the smoke test is to identify sources of unauthorized water entering the public portion of the sanitary sewer system. While it may be beneficial to note deficient plumbing connections on private property, this is not the main intent of the smoke test. It is the homeowner's responsibility to maintain private plumbing connections.

Why can't you tell me in advance exactly what date my home will be tested?
This testing cannot be conducted during rainy periods or during windy conditions, so the work can sometimes be delayed. Also, other activities within the test area may take more or less time than anticipated. The time to complete the smoke testing will also vary based on the number of possible defects discovered and documented.

Can the artificial smoke activate smoke alarms?
Yes, but only if the artificial smoke enters your building. If you have any doubts about the origin of the smoke, assume there may be fire and respond accordingly.

What happens after the smoke testing is completed?
A summary of the findings will be prepared and presented to the City. The discoveries from the smoke testing will be considered by the Council when planning future public improvement projects and when considering future policy changes focused on reducing infiltration and inflow from entering the sanitary sewer system. Depending upon the findings, some immediate actions may be initiated to mitigate sources of infiltration and inflow from the sanitary sewer collection system.

APPENDIX E

SMOKE TESTING DATA

2026 SANITARY SEWER SMOKE TESTING
BAXTER, MINNESOTA
WIDSETH 2025-11838

SMOKE TESTING DATA

SET UP ID	TEST DATE	SETUP MANHOLE	UPSTREAM MANHOLE 1	UPSTREAM MANHOLE 2	UPSTREAM MANHOLE 3	UPSTREAM MANHOLE 4	DOWN STREAM MANHOLE 1	DOWN STREAM MANHOLE 2	DOWN STREAM MANHOLE 3	CITY - CLEANING OR OTHER ATTENTION NEEDED		PLUMBING VENTS NOT EMITING SMOKE		MISSNG CAP OR BROKEN CLEANOUT		DRY TRAP		OTHER GENERAL NOTES / DEFICIENCIES		PHOTO ID
										INSTANCES	LOCATION AND COMMENTS	INSTANCES	LOCATION AND COMMENTS	INSTANCES	LOCATION AND COMMENTS	INSTANCES	LOCATION AND COMMENTS	INSTANCES	LOCATION AND COMMENTS	
ssMH-815	4/22/2026	815	813				814			1	ssMH-814 lid is a storm sewer lid with a green dot instead of a sanitary sewer labeled lid									#06
ssMH-812	4/22/2026	812	1225				813													
ssMH-1219	4/22/2026	1219	1224				1215													
ssMH-1217	4/22/2026	1217	1215				1218													
ssMH-1221	4/22/2026	1221	1223	1222			1220							1	13015 Perch Lake Dr, broken clean out in yard					#01
ssMH-1211	4/23/2026	1211	1212				1372													
ssMH-1437	4/23/2026	1437	1436	1435	1434	1433	1214	1213												
ssMH-1208	4/23/2026	1208	1210	1209			811													
ssMH-826	4/23/2026	826	827				825													
ssMH-828	4/23/2026	828	830				827													
ssMH-1230	4/23/2026	1230	1231				830													
ssMH-1227	4/23/2026	1227	1228				1225							1	13179 Homestead Dr, broken clean out in yard					#02
ssMH-1229	4/23/2026	1229	NA				1228					2	13085 and 13111 Homestead Dr S							
ssMH-1232	4/23/2026	1232	1235				1231							1	6957 Foley Rd, broken clean out below roof drip line					#03
ssMH-1331	4/23/2026	1331	1213				1212							2	13045 Falcon Dr, Nystrom & Associates (Sagent), one broken clean out below parking lot drainage apron on Isle Dr, one broken clean out along Falcon Dr					#04, #05
ssMH-350	4/24/2026	350	351	352			827											1	13367 Isle Dr, Winegar Dental, toilet gurgling	
ssMH-1	4/24/2026	1	1352				27	26	25									1	7399 Garrison Rd, smoke coming out of the grease trap	
ssMH-804	4/24/2026	804	823				25											1	13472 Elmwood Dr, Jiffy Lube, smoke and water backing up and spraying out of toilet.	#07
ssMH-818	4/24/2026	818	814				817									1	13359 Isle Dr, Dermatology Professionals, smoke came up bathroom drain			
ssMH-1364	4/28/2026	1364	1365	1366			1361													
ssMH-832	4/28/2026	832	1361				1368	831												
ssMH-1363	4/28/2026	1363	1621	1367			1362											1	Recorded drone footage, Costco	
ssMH-1370	4/28/2026	1370	1371				1369											1	Recorded drone footage, Costco	
ssMH-822	4/29/2026	822	826				821											1	Possible capped sewer vents, Dicks Sporting Goods, recorded drone footage	
ssMH-30	4/29/2026	30	820	1475	29	28	821											1	Recorded drone footage, TJ Maxx, HomeGoods, Ulta, PetSmart	
ssMH-808	4/29/2026	808	821				807													
ssMH-816	4/30/2026	816	810				817													
ssMH-1194	4/30/2026	1194	1195	1196	1197		810	1193										1	Recorded drone footage, WalMart	
TOTALS:										1		2		5		1		8		

APPENDIX F

SMOKE TESTING ISSUES

2026 SANITARY SEWER SMOKE TESTING
BAXTER, MINNESOTA
WIDSETH 2025-11838

ISSUE SUMMARY

SET UP ID	TEST DATE	CITY - CLEANING OR OTHER ATTENTION NEEDED		PLUMBING VENTS NOT EMITING SMOKE		MISSNG CAP OR BROKEN CLEANOUT		DRY TRAP		OTHER GENERAL NOTES / DEFICIENCIES	
		INSTANCES	LOCATION AND COMMENTS	INSTANCES	LOCATION AND COMMENTS	INSTANCES	LOCATION AND COMMENTS	INSTANCES	LOCATION AND COMMENTS	INSTANCES	LOCATION AND COMMENTS
ssMH-815	4/22/2026	1	ssMH-814 lid is a storm sewer lid with a green dot instead of a sanitary sewer labeled lid								
ssMH-1221	4/22/2026					1	13015 Perch Lake Dr, broken clean out in yard				
ssMH-1227	4/23/2026					1	13179 Homestead Dr, broken clean out in yard				
ssMH-1229	4/23/2026			2	13085 and 13111 Homestead Dr S						
ssMH-1232	4/23/2026					1	6957 Foley Rd, broken clean out below roof drip line				
ssMH-1331	4/23/2026					2	13045 Falcon Dr, Nystrom & Associates (Sagent), one broken clean out below parking lot drainage apron on Isle Dr, one				
ssMH-350	4/24/2026									1	13367 Isle Dr, Winegar Dental, toilet gurgling
ssMH-1	4/24/2026									1	7399 Garrison Rd, smoke coming out of the grease entrapment
ssMH-804	4/24/2026									1	13472 Elmwood Dr, Jiffy Lube, smoke and water backing up and spraying out of women's toilet.
ssMH-818	4/24/2026							1	13359 Isle Dr, Dermatology Professionals, smoke came up bathroom drain		
ssMH-1363	4/28/2026									1	Recorded drone footage, Costco
ssMH-1370	4/28/2026									1	Recorded drone footage, Costco
ssMH-822	4/29/2026									1	Covered sewer vents, Dicks Sporting Goods, recorded drone footage
ssMH-30	4/29/2026									1	Recorded drone footage, TJ Maxx, HomeGoods, Ulta, PetSmart
ssMH-1194	4/23/2026									1	Recorded drone footage, WalMart
TOTALS INSTANCES:		1		2		5		1		8	

APPENDIX G

PICTURES

Photo 01 – Broken Cleanout, 13015 Perch Lake Drive

Photo 02 – Broken Cleanout, 13179 Homestead Drive

Photo 03 – Broken Cleanout, 7952 Foley Road

Photo 04 – Broken Cleanout, 13045 Falcon Drive

Photo 05 – Broken Cleanout, 13045 Falcon Drive

Photo 06 – Incorrect Manhole Lid, MH-814

Photo 07 – Internal Plumbing Issue, 13472 Jiffy Lube

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the 20-Year Maintenance Plan (2027-2046) for Sanitary Sewer and Stormwater Lift Stations

Approval Required: Simple Majority Vote

BACKGROUND

The City of Baxter operates and maintains 27 sanitary sewer lift stations and 2 stormwater lift stations. In 2008 the City Council approved and adopted the first 20-Year Sanitary Sewer Lift Station Maintenance Plan. Lift station components wear out or become aged and are difficult to replace due to the continual changes and advancements in electronics and controls. The maintenance plan provides the city with a tool to plan, budget, and prioritize future improvements and includes anticipated costs from 2027 through 2046.

FINANCIAL IMPLICATIONS

There are no immediate financial implications. The city will use the plan to budget for future lift station maintenance and reconstruction projects.

STAFF RECOMMENDATIONS

Staff recommends approval of the report. The report will be used as a resource to provide direction and budgeting on future projects and maintenance activities.

COUNCIL ACTION REQUESTED

MOTION to approve the 20-Year Maintenance Plan (2027-2046) for Sanitary Sewer and Stormwater Lift Stations.

20-YEAR MAINTENANCE PLAN UPDATE (2027 – 2046)

SANITARY SEWER AND STORMWATER LIFT STATIONS

Baxter, Minnesota

2026-11648

Council Approval Date:

WIDSETH

Widseth.com

Introduction

City of Baxter operates and maintains 27 sanitary sewer lift stations and 2 stormwater lift stations. In 2008 the City Council approved and adopted a first 20-Year Sanitary Sewer Lift Station Maintenance Plan. Lift station components wear out or become aged and are difficult to replace due to the continual changes and advancements in electronics and controls. The maintenance plan provides the City with a tool to plan, budget, and prioritize future improvements.

Implementation of the plan began in 2011. A summary of the projects completed include the following:

- Lift Station No. 3: 2011 Reconstruction
- Lift Station No. 1: 2011 Reconstruction
- Lift Station No. 4: 2012 Reconstruction
- Lift Station No. 5: 2012 Reconstruction
- Lift Station No. 6: 2013 Reconstruction
- Lift Station No. 9: 2014 Reconstruction
- Lift Station No. 7: 2015 Reconstruction
- Lift Station No. 8: 2016 Reconstruction
- Lift Station No. 10: 2017 Reconstruction
- Lift Station No. 2: 2018 Added Generator
- Lift Station No. 3: 2018 Re-Route Project, Only Pumps Upgraded
- Lift Station No. 11: 2020 Reconstruction
- Lift Station No. 12: 2020 Reconstruction
- Lift Station No. 14: 2021 Reconstruction
- Lift Station No. 16: 2022 Reconstruction
- Lift Station No. 13: 2024 Reconstruction
- Lift Station No. 15: 2024 Reconstruction
- Lift Station No. 17 2025 Reconstruction
- Lift Station No. 18 2026 Reconstruction

The attached information represents an update to the original maintenance plan including anticipated costs from 2027 through 2046.

Unit Costs

Reconstruction costs at each lift station location will vary depending on field conditions and arrangement of components. Improvements and unit costs A through M are for sanitary sewer lift stations and A through C for storm sewer lift stations on the attached Cost Summary Worksheet were identified as work that will likely need to be addressed at lift stations over the next 20 years. Costs for each lift station can be customized by selecting appropriate improvements from the provided unit cost list.

Original unit prices associated with sanitary sewer were set based on lift station maintenance history and information provided by Quality Flow. Unit costs have since been updated to reflect historic costs from the previous reconstruction projects and maintenance activities. All costs have been updated to reflect 2026 estimated costs.

Maintenance Budget

The Maintenance Budget estimates maintenance and replacement costs over the next twenty-year period from 2027 to 2046. Yearly costs vary depending on planned lift station replacement and maintenance items.

Estimated sanitary sewer lift station costs for the next five-year period are as follows:

- 2027 $319,265
- 2028 $276,275
- 2029 $333,555
- 2030 $329,475
- 2031 $233,645

The average yearly sanitary sewer lift station maintenance cost over the next twenty-year period is estimated at $204,845. The maximum and minimum estimated yearly costs are $333,555 (2029) and $106,565 (2043), respectively.

Estimated storm water lift station costs for the next five-year period includes the $1,839 per year general maintenance cost and $72,670 in 2028 for pump replacements. The average yearly maintenance cost over the next twenty-year period is estimated at $13,922. The maximum and minimum estimated yearly costs are $182,909 (2038) and $1,839, respectively.

Attachments:

1. Lift Station Service Boundary Location and Map
2. Lift Station Cost Code Summary Worksheet
3. Lift Station 20-Year Maintenance Budget

Item 17.

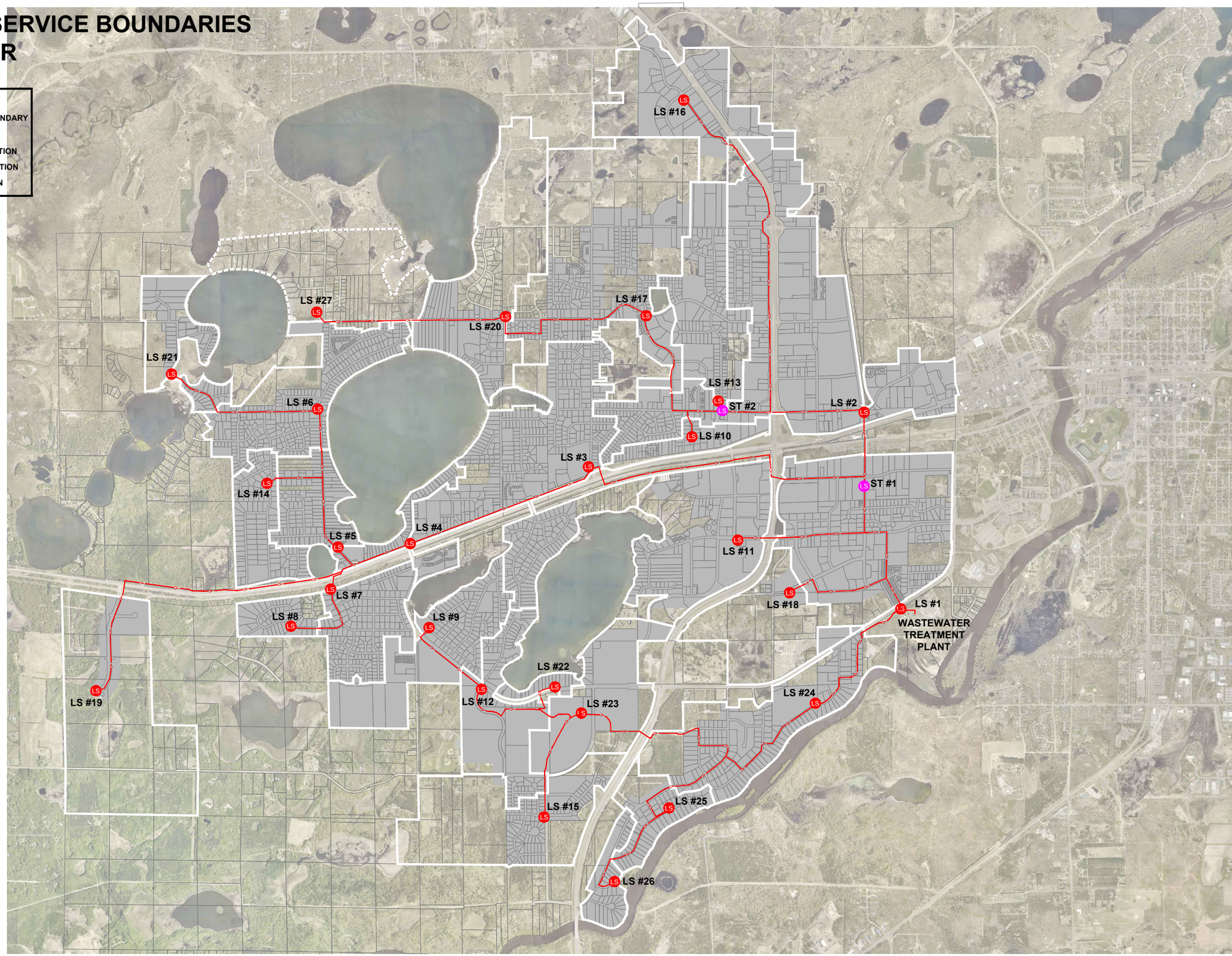
LIFT STATION SERVICE BOUNDARIES
CITY OF BAXTER

LEGEND

- LIFT STATION SERVICE BOUNDARY
- CURRENT SERVICE AREA
- LS — SANITARY SEWER LIFT STATION
- WASTEWATER FLOW DIRECTION
- LS — STORMWATER LIFT STATION

NORTH

0 1400 2800
SCALE (IN FEET)



\\Data.Widseth\FileSpace\Projects\City of Baxter-32232\2026-11648\04 Design\Civil\CADD\C-LS-Service-Boundaries.dwg Plotted by:Avery Mulholland 6/22/2026 4:29:31 PM

© 2026 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

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. 41963

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: JUNE 2026
SCALE: AS SHOWN
DRAWN BY: AMM
CHECKED BY: ALW
JOB NUMBER: 2026-11648

20-YEAR LIFT STATION MAINTENANCE PLAN (2026 - 2046)
CITY OF BAXTER
BAXTER, MINNESOTA

LIFT STATION BOUNDARIES

LIFT STATION COST CODE SUMMARY (2026 ESTIMATED COSTS)

Sanitary Sewer Lift Stations

Item	Description		
A	Base Lift Station Upgrade Stainless Steel control panel with LC 150 controller with pressure transducer and floats 5HP KSB 80-200 pumps with Type F impeller Pump rail and base elbow replacement By-pass pumping, mobilization, clean-up Wet well water blast, vacuum, spot repairs Precast cover replacement with aluminum hatch Discharge piping replacement Total - Item A		$173,090.00
B	Base Lift Station Upgrade Stainless Steel control panel with LC 150 controller with pressure transducer and floats 20HP KSB 80-251 pumps with Type F impeller Pump rail and base elbow replacement By-pass pumping, mobilization, clean-up Wet well water blast, vacuum, spot repairs Precast cover replacement with aluminum hatch Discharge piping replacement Total - Item A		$181,560.00
C	Base Valve Vault Upgrade Replace piping, check valves, valves and fittings Precast cover replacement with aluminum hatch Total - Item A		$85,340.00
D	Complete valve vault replacement with by-pass piping system		$102,720.00
E	Replacement of low flow pumps (2 pumps) (LS 2)		$18,910.00
F	Replacement of high flow pumps (2 pumps) (LS 1, LS 2 and LS 3)		$34,750.00
G	Duplex pump replacement (2 pumps)		$18,680.00
H	Duplex pump replacement (2 pumps) (LS 1)		$47,860.00
I	Control Panel Replacement		$54,200.00
J	LS 2 Generator Replacement		$126,870.00
K	LS 2 Generator Maintenance		$1,130.00
L	Portable Generator Replacement		$44,040.00
M	Portable Generator Maintenance		$4,680.00
		Unit #2206	$1,170.00
		Unit #2230	$1,170.00
		Unit #2231	$1,170.00
		Unit #2232	$1,170.00

Storm Sewer Lift Stations

Item	Description	
A	Duplex 15 HP pump replacement (2 pumps)	$40,710.00
B	Duplex 7.5 HP pump replacement (2 pumps)	$31,960.00
C	Control Panel Replacement	$54,200.00

LIFT STATION 20-YEAR MAINTENANCE BUDGET
BAXTER, MINNESOTA
WIDSETH 2026-11648
06/18/26

SANITARY SEWER

Lift Station ID	Location	Original Construction / Purchase Date	Pump #1 Install / Rebuild	Pump #2 Install / Rebuild	Pump HP	Control Panel Install / Refit	2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039		2040		2041		2042		2043		2044		2045		2046		20 YEAR TOTAL
							Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	COST
SS-1	CSAH #48 near treatment plant	1980	2011	2011	15	2011											I	$54,200					H	$47,860																			H	$47,860					$149,920
SS-2	Excelsior Road & Cypress Drive	1980	2018	2018	5, 15	2018					F	$34,750	E	$18,910																	F,I	$88,950	E	$18,910															$161,520
	Lift Station 2 Generator						K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	J	$126,870	K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	K	$1,130	$149,470
	Lift Station 1 & 2 General Maintenance							$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200		$3,200	$67,200
SS-3	Inglewood Drive & Fairview Road	1989	2018	2018	15	2011					F	$34,750					I	$54,200													F	$34,750																	$123,700
SS-4	Fairview Road and Maplewood Drive	1989	2012	2012	5	2012													G,I	$72,880																			G	$18,680									$91,560
SS-5	Memorywood Drive north of City Hall	1989	2012	2012	5	2012											G,I	$72,880																			G	$18,680											$91,560
SS-6	Memorywood Drive and Cedar Scenic Road	1989	2009	2009	5	2013							G	$18,680							I	$54,200											G	$18,680															$91,560
SS-7	West end of Cedardale Lane	1991	2015	2015	5	2015																			G,I	$72,880																			G	$18,680					$91,560
SS-8	Brentwood Drive and Briarwood Lane	1991	2016	2016	5	2016	G	$18,680																			G,I	$72,880																			G	$18,680	$110,240
SS-9	Mountain Ash Drive near Treatment Plant #2	1992	2014	2014	5	2014																	G,I	$72,880																			G	$18,680					$91,560
SS-10	Flintwood Drive	1998	2017	2017	5	2017			G	$18,680																			G,I	$72,880																			$91,560
SS-11	Glory Road and Elder Drive	1998	2020	2020	5	2020							G	$18,680																			G,I	$72,880															$91,560
SS-12	Knollwood Drive and CSAH #48	2001	2020	2020	5	2020									G	$18,680																			G,I	$72,880													$91,560
SS-13	Forest Drive	2001	2024	2024	5	2024															G	$18,680																			G,I	$72,880							$91,560
SS-14	Meredith Drive	2003	2021	2021	3.4	2021											G	$18,680																			G,I	$72,880											$91,560
SS-15	Jasperwood Drive and Marble Road	2003	2024	2024	3.4	2024																	G	$18,680																			G,I	$72,880					$91,560
SS-16	Edgewood Drive and Lake Forest Road	2004	2022	2022	20	2022													G	$18,680																			G,I	$72,880									$91,560
SS-17	Grand Oaks Drive and Clearwater Road	2004	2004	2004	5	2004																			G	$18,680																			G,I	$72,880			$91,560
SS-18	Hastings Road	2005	2005	2005	5	2005	A,C	$258,430																			G	$18,680																			G,I	$72,880	$349,990
SS-19	Timberwood Drive	2006	2006	2006	15	2006			B,C	$266,900																			G	$18,680																			$285,580
SS-20	Clearwater Road and Kimberlee Drive	2006	2006	2006	5	2006					A,C	$173,090																			G	$18,680																	$191,770
SS-21	Cedar Scenic Road west of Olivewood Drive	2007	2007	2007	5	2007							A,C	$243,600																			G	$18,680															$262,280
SS-22	CSAH #48 between Knollwood Drive and Ironwood Drive	2008	2008	2008	5	2008									A,C	$258,430																			G	$18,680													$277,110
SS-23	Mapleton Road and Crow Wing Power Substation	2015	2015	2015	5	2015																			G,I	$72,880																			G	$18,680			$91,560
SS-24	Camwood Trail	2020	2020	2020	20	2020									G	$18,680																			G,I	$72,880													$91,560
SS-25	River Vista Drive	2024	2024	2024	5	2024																	G	$18,680																			G,I	$72,880					$91,560
SS-26	Riverwood Road	2024	2024	2024	5	2024																	G	$18,680																			G,I	$72,880					$91,560
SS-27	Welton Road	2026																																															$0
	Portable Generators	2005					M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	M	$4,680	$98,280
	Lift Station 3-22 General Maintenance							$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675		$24,675	$518,175
						ANNUAL COST:		$310,795		$319,265		$276,275		$333,555		$329,475		$233,645		$125,245		$106,565		$210,465		$198,125		$125,245		$125,245		$301,805		$162,835		$198,125		$125,245		$125,245		$106,565		$318,865		$143,925		$125,245	$4,301,755
																																																AVERAGE YEARLY COST:	$204,845
																																															MAXIMUM YEARLY COST:	$333,555
																																															MINIMUM YEARLY COST:	$106,565

STORM SEWER

Lift Station ID	Location	Original Construction Date	Pump #1 Install / Rebuild	Pump #2 Install / Rebuild		Control Panel Refit	2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039		2040		2041		2042		2043		2044		2045		2045		20 YEAR TOTAL
							Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	Cost Code	Cost	COST
ST-1	Cypress Drive	2018	2018	2018	15						A	$40,710																			A,C	$94,910																	$135,620
ST-2	Excelsior Road	2018	2018	2018	7.5						B	$31,960																			B,C	$86,160																	$118,120
	Lift Station General Maintenance							$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839	$38,619
						ANNUAL COST:		$1,839		$1,839		$74,509		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$182,909		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839		$1,839	$292,359
																																																AVERAGE YEARLY COST:	$13,922
																																																MAXIMUM YEARLY COST:	$182,909
																																																MINIMUM YEARLY COST:	$1,839

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2027 Fairview Road Extension to Excelsior Road Project Monthly Update

Approval Required: No Action Required

BACKGROUND

Widseth continues to work with property owners to secure access to complete soils investigation, utility locates and topographic survey. To date, Widseth has received three of the five Right-of-Entry forms necessary to proceed with this work. It is anticipated Widseth will receive the fourth Right-of-Entry form this week.

Utility locates are scheduled the week of June 29th with a utility locate meeting to be held at 1:00 pm on Tuesday, June 30th. Field topographic and property boundary surveys will immediately follow.

The Council approved Contract Amendment No. 2 on June 16th. Widseth held a kickoff meeting with SRF last week and SRF is prepared to move forward with the appraisals after Widseth completes the necessary property acquisitions exhibits and descriptions.

Widseth is prepared to enter a contract with SEH to provide traffic engineering services to address MnDOT's request for additional traffic analysis associated with the proposed Fairview Road extension. Widseth has provided a contract amendment in the amount of $22,000 for these services for consideration.

The current project cost estimate, with the addition of the traffic engineering services fee amendment, is $1,895,355. To date the City has expenditures of $43,600 for prior construction, $155,025 for prior engineering, and $19,9950 for current engineering effort.

EXPENSE ITEM	PROJECT BUDGET	CURRENT EXPENDITURES	PROJECTED FINAL PROJECT COSTS
CONSTRUCTION	$955,230.00		$942,355.00
PRIOR CONSTRUCTION		$43,600.00	$43,600.00
PRIOR ENGINEERING		$142,670.00	$142,670.00
CURRENT ENGINEERING			
WIDSETH (DESIGN AND BIDDING)		$19,950.00	$110,000.00
SRF (PROPERTY ACQUISITION)	$210,150.00		$101,000.00
SEH (TRAFFIC STUDY)			$22,000.00
CONSTRUCTION SERVICES			$95,000.00
LEGAL, FINANCE, ADMIN AND OTHER COSTS:	$28,650.00		$28,270.00
PROPERTY ACQUISITION AND RELOCATION	$410,000.00		$410,000.00
PERMITS			$460.00
TOTALS	**$1,604,030.00**	**$206,220.00**	**$1,895,355.00**

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: Approve the Widseth Contract Amendment No. 2 in the Not to Exceed Amount of $22,000.00 for the 2027 Fairview Road/Forest Drive Extension to Excelsior Road Project

Approval Required: Simple Majority Vote

BACKGROUND

Widseth is currently under contract with the City of Baxter to provide design engineering services for the 2027 Fairview Road/Forest Drive Extension to Excelsior Road Project. This amendment supplements the original Proposal by adding specialized traffic engineering services through a subconsultant in response to a request from the Minnesota Department of Transportation (MnDOT).

On June 11, 2026, MnDOT requested that the City complete a traffic study evaluating the proposed Fairview Road extension between TH 210 and Excelsior Road. The requested study is intended to evaluate traffic operations, origin-destination patterns, access spacing, and anticipated traffic associated with the proposed roadway connection. The results of the study will assist MnDOT in evaluating the proposed connection and provide the City with additional information regarding the operational benefits of the project.

Widseth proposes to retain the services of Short Elliott Hendrickson Inc. (SEH) to complete the traffic study. SEH has extensive experience performing traffic engineering studies within the City of Baxter and along the TH 210 corridor.

A summary of the additional traffic engineering services is as follows:

- Project management and coordination with City staff, Widseth, and MnDOT.
- Attendance at project coordination meetings, Utilities Commission, and City Council meetings.
- Collection of 24-hour turning movement counts at four (4) study intersections.
- Safety analysis utilizing the most recent five (5) years of crash data.
- Existing and future traffic forecasting, including estimated traffic redistribution associated with the proposed Fairview Road extension.
- Origin-destination review and travel time evaluation.
- Existing, 2030 No-Build, and 2030 Build traffic operations analyses utilizing Synchro/SimTraffic.
- Review of access spacing along TH 210 consistent with MnDOT access management guidelines.
- Preparation of draft and final Traffic Study Reports.

SEH will perform these services for a **Not to Exceed Amount of $22,000**.

FINANCIAL IMPLICATIONS

With this amendment, the total current engineering fee will be increased to $233,000. The table below shows the prior budget, current expenditures and project final costs. The prior budget amount of $1,604,030 is what was estimated in May of 2025. Projected final project costs are estimated at $1,895,355.

EXPENSE ITEM	PROJECT BUDGET	CURRENT EXPENDITURES	PROJECTED FINAL PROJECT COSTS
CONSTRUCTION	$955,230.00		$942,355.00
PRIOR CONSTRUCTION		$43,600.00	$43,600.00
PRIOR ENGINEERING		$142,670.00	$142,670.00
CURRENT ENGINEERING			
WIDSETH (DESIGN AND BIDDING)		$19,950.00	$110,000.00
SRF (PROPERTY ACQUISITION)	$210,150.00		$101,000.00
SEH (TRAFFIC STUDY)			$22,000.00
CONSTRUCTION SERVICES			$95,000.00
LEGAL, FINANCE, ADMIN AND OTHER COSTS:	$28,650.00		$28,270.00
PROPERTY ACQUISITION AND RELOCATION	$410,000.00		$410,000.00
PERMITS			$460.00
TOTALS	**$1,604,030.00**	**$206,220.00**	**$1,895,355.00**

The City intends to use State Aid funds and possibly assessments to fund the project. A better estimate of final project costs will be available after completion of the feasibility report.

STAFF RECOMMENDATIONS

Staff recommends approval of Widseth Contract Amendment No. 2 in the **Not to Exceed Amount of $22,000** to retain Short Elliott Hendrickson Inc. (SEH) to complete the traffic study requested by MnDOT.

COUNCIL ACTION REQUESTED

MOTION to approve the Widseth Contract Amendment No. 2 in the Not to Exceed Amount of $22,000.00 for the 2027 Fairview Road/Forest Drive Extension to Excelsior Road Project.

WiDSETH

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

June 8, 2026

Honorable Mayor and City Council
c/o Trevor Walter, P.E. – Public Works Director/City Engineer
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

RE: Proposal for Property Acquisition Services
2027 Fairview Road Extension to Excelsior Road
Baxter, Minnesota

Dear Mayor and City Council:

In response to staff request and recent correspondence from the Minnesota Department of Transportation (MnDOT), we are pleased to submit this Amendment to our Proposal for Design and Bidding related services for the 2027 Fairview Road Extension to Excelsior Road Project. This amendment is intended to supplement the original Proposal by adding specialized traffic engineering services through a subconsultant to address MnDOT's request for additional traffic analysis associated with the proposed Fairview Road extension.

Based on discussions with City staff and the current understanding of the project, WiDSETH proposes to retain Short Elliott Hendrickson Inc. (SEH) as a subconsultant to complete the requested traffic study. SEH has extensive experience performing traffic engineering studies within the City of Baxter and along the TH 210/TH 371 corridor. The traffic study will address MnDOT's comments regarding traffic operations, origin-destination patterns, access spacing, and anticipated traffic associated with the proposed Fairview Road connection.

The additional services to be provided under this amendment generally include the following:

Traffic Study Services
SEH will provide professional traffic engineering services for the project. Items included in the proposed Scope of Services are as follows:

- Project management and coordination with the City and MnDOT.
- Attendance at two (2) project coordination meetings.
- Attendance at one (1) Utilities Commission meeting and one (1) City Council meeting to present study findings.
- Collection of 24-hour turning movement counts at four (4) study intersections.
- Safety analysis utilizing the most recent five (5) years of crash data.
- Development of existing and future traffic forecasts, including estimated traffic redistribution associated with the Fairview Road extension.
- Review of available origin-destination information to estimate travel patterns using the proposed roadway connection.
- High-level travel time evaluation for major origins and destinations within the study area.
- Existing, 2030 No-Build, and 2030 Build traffic operations analyses utilizing Synchro/SimTraffic during the AM, school dismissal, and PM peak periods.
- Review of access spacing along TH 210 consistent with MnDOT access management guidelines.

- Preparation of draft and final Traffic Study Reports documenting the analysis, findings, and recommendations.

Compensation
WiDSETH proposes to contract with SEH to perform the services described above for a **Not-to-Exceed amount of $22,000**. This amendment represents an addition to the original project scope. Accordingly, the total contract amount will increase from **$211,000 to $233,000**.

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

We realize this is an important project to the City and, for that reason, we welcome the opportunity to sit down with you and your staff to review this Proposal and discuss the approach and work tasks we have outlined. If necessary, we will revise the Proposal to better conform to the needs of the City.
We thank you for giving us the opportunity to submit this Proposal and look forward to continuing to work with City staff to advance this important project.

Sincerely,

Aric Welch, Vice President

Proposed by Widseth Smith Nolting

Aric Welch, Vice President

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

Date

Date

General Provisions of Professional Services Agreement

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION
Either Party has the right to terminate this Agreement upon ~~seven~~ 30 ALW days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

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

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

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

ALW

~~**ARTICLE 14. BETTERMENT**~~
~~If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.~~

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ALW

~~**ARTICLE 16. CONTINGENCY FUND**~~
~~CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.~~

ARTICLE 17. INSURANCE
WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

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

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

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ALW

~~**ARTICLE 22. ASSIGNMENT OF RISK**~~
~~In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.~~

ARTICLE 23. NON-DISCRIMINATION
WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination:	Public Works
Agenda Item:	2025 Design Road & TH 371 Stormwater Improvements Project Monthly Update
Approval Required:	No Action Required

BACKGROUND

The project reached substantial completion as of October 24th, 2025. The contractor has completed all the required planned items. A punch list walk through was conducted on October 22nd. Widseth and MnDOT completed a walk through on May 28th and there are no outstanding item from a MnDOT standpoint. All of the punch list items have been completed except for establishing 70% growth. Widseth is working with the contractor to establish growth. Once 70% growth has been established, Widseth will prepare the final pay estimate and start the project close out procedures.

MnDOT has approved the final change order for the project. Details of the change order are below.

Change Order No. 4

Change Order No. has been approved by MnDOT and the details are listed below.

Item 128: A low point was unavoidable in the Mills GM Parking Lot. The curb in this area was removed to allow for a new alignment of the sanitary sewer service. The sanitary sewer was relocated to allow for the installation of the 60-inch storm sewer. This area captures runoff from the parking lot drainage and would have spilled over the top back of curb over the boulevard and on to Dellwood Drive. This is not permitted by the City. An additional catch basin was installed to avoid runoff overtopping the curb and flowing into the street uncontrolled. This area of curb was disturbed due to the sanitary sewer service relocation caused by the installation of the 60" storm sewer.

Item 129: During construction, the contractor encountered unforeseen issues underground that required additional work. The record drawings of the sanitary sewer services were conflicting and additional time and excavation were required to complete the sanitary sewer service installation. The sanitary sewer was relocated to allow for the installation of the 60-inch storm sewer. The contractor removed additional unknown services and was required to do additional work and testing to determine which service was the correct connection. The sanitary sewer services were adjusted due to the sanitary sewer main relocation due to the installation of the 60" storm sewer.

Item 130: Temporary water was required to maintain service while the watermain and water service adjustments were being made to accommodate the 60-inch storm sewer. Ferche's Bid for the temporary water was for domestic water service only. During installation, it was found that Mills GM's water service was both the fire suppression line and the domestic water service. Ferche's temporary water service did not have enough capacity to supply a fire suppression line. After reviewing with Ferche, it was decided they will maintain the fire suppression line and only work limited hours during the afternoon after Mills was closed to limit the time the fire suppression line was shut off. The cost associated with this item is Ferche's request for additional down time spent maintaining the fire suppression line in to Mills. The water shutdowns were due to the adjustment of the existing watermain to allow for the installation of the 60" storm sewer.

Item 131: After reviewing with Ferche, it was decided they will maintain the fire suppression line and only work limited hours during the afternoon after Mills was closed to limit the time the fire suppression line was shut off. The cost associated with this item is Ferche's request for additional down time spent maintaining the fire

suppression line in to Mills. The water shutdowns were due to the adjustment of the existing watermain to allow for the installation of the 60” storm sewer. The hydrant had a 12” extension installed to bring it to the correct elevation.

Item 132: It was discovered the valve associated with Watermain replacement No. 1 was an 8” Valve and not a 6” Valve. The Contractor installed an 8” Gate Valve and Box and provided an adjusted price removing the cost of the 6” Gate Valve and Box.

Item 133: It was discovered the existing saddles for the water services are the old style of non stainless steel and narrow. Any adjustment or connection to the saddle would have caused failure. Watermain adjustments were required for the installation of the 60-inch storm sewer. The Contractor removed the existing narrow saddle and replaced it with a wide saddle over the existing hole in the watermain.

Item 134: There was additional traffic control requested to help the local businesses with access. The Contractor installed business specific signage on local streets to help direct traffic to local businesses.

Item 135: The sanitary sewer main running along Dellwood Drive was in conflict with the Jack and Bore equipment. Based on the elevation of the sanitary sewer and the required equipment, the 60” storm sewer would not have been able to be installed at the correct elevation. The Contractor set up a temporary bypass of the 10” sanitary sewer and lowered the sanitary sewer pipe to provide enough space for the jack and bore machine to be set properly. Once the jack and bore operation was completed and the 60” storm sewer pipe is installed, the temporary bypass will be set up again and the original slope of the 10” sanitary sewer pipe will be restored. The cost provided below reflects the total estimated cost for the lowering.

Item 136: Contractor was required to field verify the elevation of the 60” storm sewer pipe they were connecting to, when they exposed the pipe the invert was off by 1.04’ from what was expected based on record drawing information. Widseth worked with the contractor to reset the elevation of the pipe to get the storm sewer system to operate correctly. This caused a storm structure to be higher than anticipated. To allow for enough cover over the lid of the structure, the low point of the road was adjusted to the east. This time associated with this work includes grade adjustment of the road, demolition and reinstallation of storm sewer pipe and structures and geogrid above the storm structure to provide additional support of the roadway around the structure.

Item 137: As the jack and bore operation of the 60” storm sewer pipe reached the west side of TH 371, the excavation exposed an existing 12” RC storm pipe extending under TH 371. The pipe was determined to be left over from a previous MnDOT project, was not day-lighted anywhere and was not filled as noted in the MNDOT as-builts. Per MnDOT direction, the pipe was grouted to fill in the void and the excavation was filled back in.

Item 138: During construction a yard light was damaged by a contractor. We were not able to determine who damaged the light. The City elected to have the light repaired and complete a change order to add the cost to the project.

Item 139: The irrigation required more repair than originally estimated. The original estimate anticipated the salvaging of the irrigation systems, but the systems ended up needing a full replacement in the disturbed areas. The contractor was directed to restore the irrigation systems to the original working function which resulted in an overrun in the allowance. The cost for this item is less the plan allowance item as noted in the attached.

Item 140: During Construction, there was a conflict between the sanitary sewer service for Bremer Bank and the storm sewer in Dellwood Drive. The sanitary sewer service was adjusted to allow for the installation of the storm sewer. This was determined to be a design error. This cost will be initially paid for by the City of Baxter and then reimbursed by Widseth.

Item 141: A hydrant detail was omitted from the Construction Plans which resulted in the plug not being installed at the bottom of the hydrant. This is an issue due to the water table is high in this area and the hydrants have the potential to freeze in the winter. A non-draining hydrant seat was installed to allow the hydrant to be winterized properly. This was determined to be a design error. This cost will be initially paid for by the City of Baxter and then reimbursed by Widseth.

The Change Order totals $227,208.52 and increases the total contract price from $2,609,881.40 to $2,837,089.92. The overall approved project budget is $3,589,186.15 which was set at the time of Accepting the Bid. The project budget is currently estimated at $3,763,882.26. This budget includes the items from Change Order 4 and the projected estimated plan quantity items. The costs associated with this change order are currently estimated to be $144,940.93 of eligible items to be paid with federal funds, $72,870.63 of additional City cost and $9,396.96 to be reimbursed by Widseth

Partial Pay Estimate No. 7:

The Contractor has earned $2,830,253.57 to date which represents 99.8% contract value. The retainage has been reduced to 150% of the remaining work to be completed totaling $25,402.00. Taking the amount earned, the remaining retainage and previous payment of $2,559,004.55, this results in a total payment of $245,847.02.

PARTIAL PAY ESTIMATE	PAYMENT
PAY ESTIMATE 1	$292,603.86
PAY ESTIMATE 2	$1,487,849.72
PAY ESTIMATE 3	$652,852.10
PAY ESTIMATE 4	$10,473.00
PAY ESTIMATE 5	$21,526.50
PAY ESTIMATE 6	$93,699.37
PAY ESTIMATE 7	$245,847.02
TOTAL	**$2,804,851.57**

Budget Update

The current project budget is $3,763,882.26 approved with the acceptance of Change Order #4. The table below breaks down of the change orders, current expenditures to date and the final projected project cost.

Budget Line Item	Project Budget	Added / Modified Items	Current Expenditures	Projected Final
Construction:	$2,537,715.40		$2,485,155.25	$2,525,388.25
Change Order 1:		$72,166.00	$92,487.80	$92,487.80
Change Order 2:		$0.00		$0.00
Change Order 3:		$0.00		$0.00
Change Order 4:	$174,696.11	$227,208.52	$227,208.52	$227,208.52
Reimbursement:		($9,396.96)	($9,396.96)	($9,396.96)
Contingencies	$126,885.77			
Engineering	$717,744.00		$548,109.61	$717,744.00
Bonding, Finance Admin., Mics.	$206,840.98			$210,450.65
Total	**$3,763,882.26**	**$289,977.56**	**$3,343,564.22**	**$3,763,882.26**

Widseth reviewed the quantities to date with the Contractor, and all outstanding items have been paid or are included in the proposed Change Order No. 4. The contractor will not be requesting any more quantities of items completed in 2025 for payment. The final project cost is also dependent on the Engineering Fees. Widseth is tracking

to be under budget, however the project still has many items that need to be completed as part of the Federal process. Widseth will continue to monitor and estimate the Engineering costs as the project continues.

FINANCIAL IMPLICATIONS

Click or tap here to enter text.

STAFF RECOMMENDATIONS

Click or tap here to enter text.

COUNCIL ACTION REQUESTED

Click or tap here to enter text.

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the J.R. Ferche, Inc Change Order No. 4 in the Increased Amount of $227,208.52 and amend the project budget from $3,589,186.15 to $3,763,882.26 for the 2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135

Approval Required: Simple Majority Vote

BACKGROUND

On July 15, 2025, the City Council awarded the project to J.R. Ferche, Inc in the amount of $2,537,715.40.

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

The work associated with this change order was completed in 2025. The reason it has taken so long to bring forward the change order is due to numerous iterations of the change order to align with the MnDOT requirements for administering the Federal Funds of the PROTECT Grant.

Details of Change Order No. 4 can be found in the attached Change Order and its summary.

FINANCIAL IMPLICATIONS

The $227,208.52 change order increases the total contract price from $2,609,881.40 to $2,837,089.92. The overall approved project budget is $3,589,186.15 which was set at the time of Accepting the Bid. The project budget is currently estimated at $3,763,882.26. This budget includes the items from Change Order 4 and the projected estimated plan quantity items. The costs associated with this change order are currently estimated to be $144,940.93 of eligible items to be paid with federal funds, $72,870.63 of additional City cost and $9,396.96 to be reimbursed by Widseth.

STAFF RECOMMENDATIONS

Staff recommends approval of the change order in the increased amount of $227,208.52. City staff and MnDOT were made aware of the additional items during construction. The items included in Change Order No. 4 were formally approved by MnDOT on June 25, 2026.

COUNCIL ACTION REQUESTED

MOTION to approve the J.R. Ferche, Inc Change Order No. 4 in the Increased Amount of $227,208.52 and amend the project budget from $3,589,186.15 to $3,763,882.26 for the 2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135.

CHANGE ORDER NO.: 4

Owner:	**City of Baxter**	Owner's Project No.:	**4135**
Engineer:	**Widseth Smith Nolting & Associates Inc.**	Engineer's Project No.:	**2022-10125**
Contractor:	**JR Ferche Inc.**	Contractor's Project No.:	
Project:	**2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135**		
Contract Name:	**2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135**		
Date Issued:	06-25-2026	Effective Date of Change Order:	Council Approval

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

Description:

See attachments

Attachments:

Contract Change Order Summary & MnDOT Approved Change Order

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 2,537,715.40	Original Contract Times: Substantial Completion: October 17,2025 Ready for final payment: July 7, 2026
Increase from previously approved Change Orders: $ 72,166.00	Change from previously approved Change Orders: Substantial Completion: 10 working days Ready for final payment: 115
Contract Price prior to this Change Order: $ 2,609,881.40	Contract Times prior to this Change Order: Substantial Completion: October 31, 2025 Ready for final payment: October 30, 2026
Increase this Change Order: $ 227,208.52	**Increase** this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: $ 2,837,089.92	Contract Times with all approved Change Orders: Substantial Completion: October 31, 2025 Ready for final payment: October 30, 2026

Recommended by Engineer

By: Alex D Bitter Date:06-26-2026

Title: Contracted Project Engineer

Accepted by Contractor

J.R. Ferche Inc Date: 6-26-26

Authorized by City Mayor

By: Date:

Title:

Recommended by Utilities Commission

Date:

Authorized by City Clerk

By: Date:

Title

[BLANK PAGE]

CONTRACT CHANGE ORDER SUMMARY

ORDER NO. 4

CONTRACT FOR: **2025 DESIGN ROAD & TH 371 STORMWATER IMPROVEMENTS PROJECT**
MUNICIPAL PROJECT NUMBER 4135

DATE: **June 25, 2026**

OWNER: **CITY OF BAXTER**

STATE: **MINNESOTA**

TO: **JR FERCHE INC.**

COUNTY: **CROW WING**

Description of Changes		Quantity	Unit	Unit Cost	DECREASE in Contract Price	INCREASE in Contract Price
Listing of Changes:						
128	**ADDITIONAL STORM SEWER INSTALLATION**	1	LUMP SUM	$9,072.01		**$9,072.01**
129	**SANITARY SEWER SERVICE ADJUSTMENTS**	1	LUMP SUM	$17,074.01		**$17,074.01**
130	**TEMPORARY WATER ADDITIONAL WORK**	1	LUMP SUM	$36,312.14		**$36,312.14**
131	**ADJUST HYDRANT**	1	LUMP SUM	$2,264.50		**$2,264.50**
132	**8" GATE VALVE AND BOX**	1	EACH	$5,005.91		**$5,005.91**
133	**10" BAND SADDLE**	1	LUMP SUM	$6,964.81		**$6,964.81**
134	**TRAFFIC CONTROL**	1	LUMP SUM	$20,578.23		**$20,578.23**
135	**TEMPORARY SANITARY SEWER LOWER**	1	LUMP SUM	$35,465.55		**$35,465.55**
136	**LOW POINT ADJUSTMENT**	1	LUMP SUM	$36,080.23		**$36,080.23**
137	**FILL MNDOT CULVERT UNDER 371**	1	LUMP SUM	$3,972.18		**$3,972.18**
138	**YARD LIGHT REPAIR**	1	LUMP SUM	$555.50		**$555.50**
139	**REPAIR SPRINKLER SYSTEMS**	1	LUMP SUM	$44,466.49		**$44,466.49**
140	**REINSTALL SEWER SERVICE FOR BREMER BANK**	1	LUMP SUM	$5,121.96		**$5,121.96**
141	**F&I NON-DRAINING SEAT FOR HYDRANTS**	3	EACH	$1,425.00		**$4,275.00**
CHANGE ORDER TOTALS:					**$0.00**	**$227,208.52**
NET CHANGE IN CONTRACT PRICE:						**$227,208.52**

JUSTIFICATION:

128 A low point was unavoidable in the Mills GM Parking Lot. The curb in this area was removed to allow for a new alignment of the sanitary sewer service. The sanitary sewer was relocated to allow for the installation of the 60-inch storm sewer. This area captures runoff from the parking lot drainage and would have spilled over the top back of curb over the boulevard and on to Dellwood Drive. This is not permitted by the City. An additional catch basin was installed to avoid runoff overtopping the curb and flowing into the street uncontrolled. This area of curb was disturbed due to the sanitary sewer service relocation caused by the installation of the 60" storm sewer.

129 During construction, the contractor encountered unforeseen issues underground that required additional work. The record drawings of the sanitary sewer services were conflicting and additional time and excavation were required to complete the sanitary sewer service installation. The sanitary sewer was relocated to allow for the installation of the 60-inch storm sewer. The contractor removed additional unknown services and was required to do additional work and testing to determine the which service was the correct connection. The sanitary sewer services were adjusted due to the sanitary sewer main relocation due to the installation of the 60" storm sewer.

130 Temporary water was required to maintain service while the watermain and water service adjustments were being made to accommodate the 60-inch storm sewer. Ferche's Bid for the temporary water was for domestic water service only. During installation, it was found that Mills GM's water service was both the fire suppression line and the domestic water service. Ferche's temporary water service did not have enough capacity to supply a fire suppression line. After reviewing with Ferche, it was decided they will maintain the fire suppression line and only work limited hours during the afternoon after Mills was closed to limit the time the fire suppression line was shut off. The cost associated with this item is Ferche's request for additional down time spent maintaining the fire suppression line in to Mills. The water shutdowns were due to the adjustment of the existing watermain to allow for the installation of the 60" storm sewer.

131 After reviewing with Ferche, it was decided they will maintain the fire suppression line and only work limited hours during the afternoon after Mills was closed to limit the time the fire suppression line was shut off. The cost associated with this item is Ferche's request for additional down time spent maintaining the fire suppression line in to Mills. The water shutdowns were due to the adjustment of the existing watermain to allow for the installation of the 60" storm sewer. The hydrant had a 12" extension installed to bring it to the correct elevation.

132 It was discovered the valve associated with Watermain replacement No. 1 was an 8" Valve and not a 6" Valve. The Contractor installed an 8" Gate Valve and Box and provided an adjusted price removing the cost of the 6" Gate Valve and Box.

133 It was discovered the existing saddles for the water services are the old style of non stainless steel and narrow. Any adjustment or connection to the saddle would have caused failure. Watermain adjustments were required for the installation of the 60-inch storm sewer. The Contractor removed the existing narrow saddle and replaced it with a wide saddle over the existing hole in the watermain.

134 There was additional traffic control requested to help the local businesses with access. The Contractor installed business specific signage on local streets to help direct traffic to local businesses.

135 The sanitary sewer main running along Dellwood Drive was in conflict with the Jack and Bore equipment. Based on the elevation of the sanitary sewer and the required equipment, the 60" storm sewer would not have been able to be installed at the correct elevation. The Contractor set up a temporary bypass of the 10" sanitary sewer and lowered the sanitary sewer pipe to provide enough space for the jack and bore machine to be set properly. Once the jack and bore operation was completed and the 60" storm sewer pipe is installed, the temporary bypass will be set up again and the original slope of the 10" sanitary sewer pipe will be restored. The cost provided below reflects the total estimated cost for the lowering.

136 Contractor was required to field verify the elevation of the 60" storm sewer pipe they were connecting to, when they exposed the pipe the invert was off by 1.04' from what was expected based on record drawing information. Widseth worked with the contractor to reset the elevation of the pipe to get the storm sewer system to operate correctly. This caused a storm structure to be higher than anticipated. To allow for enough cover over the lid of the structure, the low point of the road was adjusted to the east. This time associated with this work includes grade adjustment of the road, demolition and reinstallation of storm sewer pipe and structures and geogrid above the storm structure to provide additional support of the roadway around the structure.

137 As the jack and bore operation of the 60" storm sewer pipe reached the west side of TH 371, the excavation exposed an existing 12" RC storm pipe extending under TH 371. The pipe was determined to be left over from a previous MnDOT project, was not day-lighted anywhere and was not filled as noted in the MNDOT as-builts. Per MnDOT direction, the pipe was grouted to fill in the void and the excavation was filled back in.

138 During construction a yard light was damaged by a contractor. We were not able to determine who damaged the light. The City elected to have the light repaired and complete a change order to add the cost to the project.

139 The irrigation required more repair than originally estimated. The original estimate anticipated the salvaging of the irrigation systems, but the systems ended up needing a full replacement in the disturbed areas. The contractor was directed to restore the irrigation systems to the original working function which resulted in an overrun in the allowance. The cost for this item is less the plan allowance item as noted in the attached.

140 During Construction, there was a conflict between the sanitary sewer service for Bremer Bank and the storm sewer in Dellwood Drive. The sanitary sewer service was adjusted to allow for the installation of the storm sewer. This was determined to be a design error. This cost will be initially paid for by the City of Baxter and then reimbursed by Widseth.

141 A hydrant detail was omitted from the Construction Plans which resulted in the plug not being installed at the bottom of the hydrant. This is an issue due to the water table is high in this area and the hydrants have the potential to freeze in the winter. A non-draining hydrant seat was installed to allow the hydrant to be winterized properly. This was determined to be a design error. This cost will be initially paid for by the City of Baxter and then reimbursed by Widseth.

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

Two Hundred Twenty Seven Thousand Two Hundred Eight and 52/100 Dollars(**$227,208.52**).

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

Two Million Eight hundred Thirty Seven Thousand Eighty Nine and 92/100 Dollars(**$2,837,089.92**).

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. Decem

SP	230-080-002	MN Project No.:	1825(040)	Change Order No.	4

Project Location	Design Road, Baxter Mn		
Local Agency	City of Baxter	Local Project No.	4135
Contractor	JR Ferche	Contract No.	1056570
Address/City/State/Zip	13190 Memorywood Drive, Baxter, MN 56425		
Total Change Order Amount $	**$227,208.52**		

Issue: 1402.5 - Extra Work. All extra work was within the approved project/construction limits.

- Item 128: A low point was unavoidable in the Mills GM Parking Lot. The curb in this area was removed to allow for a new alignment of the sanitary sewer service. The sanitary sewer was relocated to allow for the installation of the 60-inch storm sewer. This area captures runoff from the parking lot drainage and would have spilled over the top back of curb over the boulevard and on to Dellwood Drive. This is not permitted by the City.
- Item 129: During construction, the contractor encountered unforeseen issues underground that required additional work. The record drawings of the sanitary sewer services were conflicting and additional time and excavation were required to complete the sanitary sewer service installation. The sanitary sewer was relocated to allow for the installation of the 60-inch storm sewer.
- Item 130: Temporary water was required to maintain service while the watermain and water service adjustments were being made to accommodate the 60-inch storm sewer. Ferche's Bid for the temporary water was for domestic water service only. During installation, it was found that Mills GM's water service was both the fire suppression line and the domestic water service. Ferche's temporary water service did not have enough capacity to supply a fire suppression line.
- Item 131: The hydrant at the intersection of Design Road and Golf Course Drive was moved from Design Road to Golf Course Drive. The finished grade was higher at the new location. The new location allowed for a better location to service the temporary water.
- Item 132: It was discovered the valve associated with Watermain replacement No. 1 was an 8" Valve and not a 6" Valve.
- Item 133: It was discovered the existing saddles for the water services are the old style of non stainless steel and narrow. Any adjustment or connection to the saddle would have caused failure. Watermain adjustments were required for the installation of the 60-inch storm sewer.
- Item 134: There was additional traffic control requested to help the local businesses with access.
- Item 135: The sanitary sewer main running along Dellwood Drive was in conflict with the Jack and Bore equipment. Based on the elevation of the sanitary sewer and the required equipment, the 60" storm sewer would not have been able to be installed at the correct elevation.
- Item 136: Contractor was required to field verify the elevation of the 60" storm sewer pipe they were connecting to, when they exposed the pipe the invert was off by 1.04' from what was expected based on record drawing information.
- Item 137: As the jack and bore operation of the 60" storm sewer pipe reached the west side of TH 371, the excavation exposed an existing 12" RC storm pipe extending under TH 371. The pipe was determined to be left over from a previous MnDOT project, was not day-lighted anywhere and was not filled as noted in the MNDOT as-builts.
- Item 138: During construction a yard light was damaged by a contractor. We were not able to determine who damaged the light.
- Item 139: The irrigation required more repair than originally estimated. The original estimate anticipated the salvaging of the irrigation systems, but the systems ended up needing a full replacement in the disturbed areas.

SP	230-080-002	MN Project No.:	1825(040)	Change Order No.	4

- Item 140: During Construction, there was a conflict between the sanitary sewer service for Bremer Bank and the storm sewer in Dellwood Drive.
- Item 141: A hydrant detail was omitted from the Construction Plans which resulted in the plug not being installed at the bottom of the hydrant. This is an issue due to the water table is high in this area and the hydrants have the potential to freeze in the winter.

Resolution:

- Item 128: An additional catch basin was installed to avoid runoff overtopping the curb and flowing into the street uncontrolled. This area of curb was disturbed due to the sanitary sewer service relocation caused by the installation of the 60” storm sewer.
- Item 129: The contractor removed additional unknown services and was required to do additional work and testing to determine the which service was the correct connection. The sanitary sewer services were adjusted due to the sanitary sewer main relocation due to the installation of the 60” storm sewer.
- Item 130: After reviewing with Ferche, it was decided they will maintain the fire suppression line and only work limited hours during the afternoon after Mills was closed to limit the time the fire suppression line was shut off. The cost associated with this item is Ferche’s request for additional down time spent maintaining the fire suppression line in to Mills. The water shutdowns were due to the adjustment of the existing watermain to allow for the installation of the 60” storm sewer.
- Item 131: The hydrant had a 12” extension installed to bring it to the correct elevation.
- Item 132: The Contractor installed an 8” Gate Valve and Box and provided an adjusted price removing the cost of the 6” Gate Valve and Box.
- Item 133: The Contractor removed the existing narrow saddle and replaced it with a wide saddle over the existing hole in the watermain.
- Item 134: The Contractor installed business specific signage on local streets to help direct traffic to local businesses.
- Item 135: The Contractor set up a temporary bypass of the 10” sanitary sewer and lowered the sanitary sewer pipe to provide enough space for the jack and bore machine to be set properly. Once the jack and bore operation was completed and the 60” storm sewer pipe is installed, the temporary bypass will be set up again and the original slope of the 10” sanitary sewer pipe will be restored. The cost provided below reflects the total estimated cost for the lowering.
- Item 136: Widseth worked with the contractor to reset the elevation of the pipe to get the storm sewer system to operate correctly. This caused a storm structure to be higher than anticipated. To allow for enough cover over the lid of the structure, the low point of the road was adjusted to the east. This time associated with this work includes grade adjustment of the road, demolition and reinstallation of storm sewer pipe and structures and geogrid above the storm structure to provide additional support of the roadway around the structure.
- Item 137: Per MnDOT direction, the pipe was grouted to fill in the void and the excavation was filled back in.
- Item 138: The City elected to have the light repaired and complete a change order to add the cost to the project.
- Item 139: The contractor was directed to restore the irrigation systems to the original working function which resulted in an overrun in the allowance. The cost for this item is less the plan allowance item as noted in the attached.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

SP	230-080-002	MN Project No.:	1825(040)	Change Order No.	4

- Item 140: The sanitary sewer service was adjusted to allow for the installation of the storm sewer. This was determined to be a design error. This cost will be initially paid for by the City of Baxter and then reimbursed by Widseth.
- Item 141: A non-draining hydrant seat was installed to allow the hydrant to be winterized properly. This was determined to be a design error. This cost will be initially paid for by the City of Baxter and then reimbursed by Widseth.

Entitlement: Payment for this work will be made under the Change Order #4 unit prices listed below. The updated Engineers Estimate has been attached to reference the eligible and non-eligible items.

This document does not change Contract Time.

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

**Group/ funding Category	Item No.	Description	Unit	Unit Price	Quantity	+ or – Amount $
See EE	128	ADDITIONAL STORM SEWER INSTALLATION	LS	$9,072.01	1	$9,072.01
	129	SANITARY SEWER SERVICE ADJUSTMENTS	LS	$17,074.01	1	$17,074.01
	130	TEMPORARY WATER ADDITIONAL WORK	LS	$36,312.14	1	$36,312.14
	131	ADJUST HYDRANT	LS	$2,264.50	1	$2,264.50
	132	8" GATE VALVE AND BOX	EA	$5,005.91	1	$5,005.91
	133	10" BAND SADDLE	LS	$6,964.81	1	$6,964.81
	134	TRAFFIC CONTROL	LS	$20,578.23	1	$20,578.23
	135	TEMPORARY SANITARY SEWER LOWER	LS	$35,465.55	1	$35,465.55
	136	LOW POINT ADJUSTMENT	LS	$36,080.23	1	$36,080.23
	137	FILL MNDOT CULVERT UNDER 371	LS	$3,972.18	1	$3,972.18
	138	YARD LIGHT REPAIR	LS	$555.50	1	$555.50
	139	REPAIR SPRINKLER SYSTEMS	LS	$44,466.49	1	$44,466.49
	140	REINSTALL SEWER SERVICE FOR BREMER BANK	LS	$5,121.96	1	$5,121.96
	141	F&I NON-DRAINING SEAT IN HYDRANTS	EA	$1,425.00	3	$4,275.00
					Net Change this Change Order	**$227,208.52**

Group/funding category is required for federal aid projects

City Engineer:		Date:	6/24/26
Print Name:	Trevor Walter	Phone:	218-454-5110
Project Engineer:		Date:	06-24-2026
Print Name:	Alex Bitter	Phone:	218-316-3627
Contractor:		Date:	6-24-26
Print Name:	Brian Dodendorf	Phone:	320-393-4625

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. Decem

SP	230-080-002	MN Project No.:	1825(040)	Change Order No.	4

Other required signatures (MnDOT if work on Trunk Highway, other agency as needed). These signatures should be inplace before submittal to the DSAE.

Signature: Isaiah Escobedo Digitally signed by Isaiah Escobedo DN: CN=Isaiah Escobedo Date: 2026.06.25 06:47:39-05'00' Date: _____

Print Name: Isaiah Escobedo Phone: _____

Title and Agency: MnDOT Construction

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: X Federal Funding X State Aid Funding X Local Funds

District State Aid Engineer: Andjela Tomovic Digitally signed by Andjela Tomovic Date: 2026.06.25 14:06:24 -05'00' Date: _____

INDIVIDUAL BREAKDOWN OF EACH CHANGE ORDER ITEM

Item 128

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: CITY OF BAXTER
13190 MEMORYWOOD DR.

BAXTER MN 56425

DATE: 10/23/2025
REVISED 1/7/2026
REVISED AGAIN 5/18/2026
NO # 128

PROJECT: DESIGN ROAD AND 371 IMPROVEMENTS

DESCRIPTION: FUNISH AND INSTALL CATCH BASIN IN THE CORNER OF MILLS AUTO

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
EXCAVATOR WITH GPS	HR	8	$392.00	$3,136.00
COMPACTOR	HR	8	$140.00	$1,120.00
SUPPORT EQUIPMENT	HR	5	$125.42	$627.10
FOREMAN	HR	7	$130.00	$910.00
OPERATOR	HR	8	$125.00	$1,000.00
CASTING	EA	1	$657.74	$657.74
GROUT	CY	2	$226.67	$453.34
DESIGN H CATCH BASIN	EA	1	$659.71	$659.71
12" RCP PIPE	LF	8	$31.38	$251.04
2" CONCRETE RINGS	EA	2	$ 24.95	$ 49.90
10% MARKUP ON MATERIALS	EA	1	$ 207.18	$ 207.18

	SUB TOTAL	$9,072.01
0.0000%	SALE TAX	$0.00
	TOTAL	$9,072.01

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

Utility Sales and Supply, Inc.

Office 612-385-7529
23230 W. Thomess Blvd. Suite 3
Loretto, MN 55357

Invoice

Date	Invoice #
9/16/2025	3552

Bill To	Ship To
Ferche Companies 320-393-4625 25th Ave NE Rice, MN 56367	Ferche Companies Int. Design Road and Golf Course Drive Baxter, MN Jay 320-980-7178

P.O. Number	Terms	Rep	Ship Date	Via	City	Job Name/Number
Brian	Net 30	TJI	9/18/2025	Best Way	Baxter, MN	Design Rd & TH 371

Item Code	Quantity	Description	Price Each	Amount
Manhole Castings	3	R-1733 C/P SAN. S/S MH	464.00	1,392.00T
Catch Basin Castings	3	R-4342-4301 (731) Stool Grate (M-11)	378.00	1,134.00T
Catch Basin Castings	14	5005-816 CB (3250-EVSP)	607.00	8,498.00T
Manhole Castings	6	R-1733 C/P Storm MH	464.00	2,784.00T
Manhole Castings	11	Ess A-1 "Sewer" Cleanout - AIS - USA	129.00	1,419.00T
SEALING PRODU...	28	36OD X 12 External Infi-Shield Seal	176.00	4,928.00T
Shipping & Handling	1	Shipping & Handling- Quoted freight price is estimated and subject to change	300.00	300.00T
		Project: Baxter,, MN Design Rd & TH 371 Date of Bid Opening: 6/20/25 Engineer: Widseth		
		Crow Wing County Tax + MN Sales Tax		1,508.56
		Del. Per item	$5 56	
		3109 S		
		Casting For C/O	128	607
		$657 74		

Your business is greatly appreciated.

Total $21,963.56

12883 Upper Sylvan Road, Pillager, MN 56473
(218) 746-3355
www.hengelreadymix.com
info@hengelreadymix.com

your Solid Choice!

DATE	CUSTOMER NO.	CUSTOMER P.O. NO.	PROJECT	MIX	CASH / CHARGE
09/08/25	JRFERCHE		CW BAX	GFDGM4000	COD

SOLD TO: JR FERCHE
13265 25TH AVE NW
PO BOX 129

JOB ADDRESS
GOLF COURSE DRIVE AND DESIGN DRIVE
BAXTER

QUANTITY		PRODUCT ID	PRODUCT NAME	DISC.	UNIT PRICE	EXTENDED
4.50	CY	GFDGM4000	4000 SAND GROUT	Y	180.00	810.00
1.00	PL	DELIVERY	MN RETAIL DELIV FEE		0.50	0.50
1.00	LD	ENVIRO	ENVIROMENTAL FEE	Y	30.00	30.00

3109 S

UNLOADING TIME - 7 MINUTES PER CUBIC YARD. EXCESSIVE UNLOADING TIME CHARGE = $150.00 PER HOUR

TIME	PLANT	DRIVER	TRUCK	LOAD	ORDERED	DELIVERED
01:42PM	001	CODY	86	1	4.50	4.50

LEFT PLANT	SLUMP	AIR	Excessive Water is Detrimental to Concrete Performance Water Added by Request of or Authorized By:
	3		_____ Ga X

SUB TOTAL	840.50
STATE TAX	57.75
COUNTY TAX	4.20
CITY TAX	4.20
TOTAL	906.65

ARRIVE JOB

LEFT JOB

RETURN PLANT

INSPECTOR

DELIVERY CONDITIONS. The Purchaser agrees to provide suitable roadways or approaches to points of delivery when material is to be delivered by trucks in places other than on paved roads. We reserve the right to stop deliveries if the roadway or approaches are unsatisfactory to us. In the event Purchaser orders delivery beyond curb line, we will not assume liability for damage to sidewalks, driveways or other property and Purchaser hereby agrees to indemnify and hold us harmless against all liabilities, loss and expense incurred as a result of such deliveries. Purchaser is required to provide mixer truck wash-out site. Purchaser is responsible for any wrecker fees required for this delivery.
Concrete is a perishable product and becomes the property of the purchaser upon leaving the plant. Any changes or cancellation of original instruction must be telephoned to the office before LOADING starts.
ADDED INGREDIENTS. Purchaser assumes all responsibility for strength, slump and quality of concrete when additional water or other material is requested on the job site.
LATE PAYMENT: Purchaser agrees to pay a monthly rate of 1.5% interest for late payments. Failure to pay when agreed constitutes basis for legal action and Purchaser agrees to pay in event of a law suit all costs of collection and reasonable attorney fees and hereby waives all rights of exception as to personal property under laws applicable in the local jurisdiction.

WARNING

IRRITATING TO THE SKIN AND EYES

Contains Portland cement. Wear rubber boots and gloves.
PROLONGED CONTACT MAY CAUSE BURNS. Avoid contact with eyes and prolonged contact with skin. In case of contact with skin or eyes, flush thoroughly with water. If irritation persists, get medical attention.

KEEP CHILDREN AWAY.

JOB RUNNING TOTAL
906.65

INVOICE No.
37738

Received by: _____

4.50 INVOICE No.

Description	Bin	Moist/Abs	Design	Target	Actual	Tkt#: 37738
WASHED SAND	1	4.60/0.70%	2975	14003	14040 Lb	
DAVENPORT	3		500	2250	2250 Lb	(74%)
KOST ASH	2		175	788	780 Lb	(26%)
MasterAir AE90	1	0%	0.50	15.19	NA Oz	
Glen7500	2	0%	2.00	60.75	NA Oz	
WATER			35.00	94.8	NA Ga	
Total moisture:					62.8 Ga	

2 CY used for C/O 128

2x226 67

4 34

INVOICE

Item 21.

astructure™
A CRH COMPANY

Telephone: (844) 211-1322

Remit to:
Oldcastle Infrastructure
P.O. Box 742387
Los Angeles, CA 90074-2387

Site: Hancock

SOLD TO:
7574 1 MB 0.672 E0119X I0201 D14482415730 S2 P10859293 0001:0001

JR FERCHE
13265 25TH AVE NW
PO BOX 129
RICE MN 56367-0129

SHIP TO:

Invoice No.	Date	Customer No.	Order No.	Customer PO	Delivery Terms	Mode of Delivery
120067004	7/14/2025	120700384	S048250	Closed Won	FOB Job Site	Plant Pick Up

Packing slip(s) ...: SP104590

Qty	Unit	Item	Description	Mark	Unit Price	Amount
1.00	Ea	MCBH272.50S1H	CB H27 2.50FT STK 1-HOLE	BRIAN ADD	195.65	195.65
1.00	Ea	MCBB4406	CB BASE 44"X6"	BRIAN ADD	185.48	185.48
					Tax	28.58

Please note: We impose a 2.09% surcharge on all Credit Card transactions, which is not greater than our cost of acceptance. A surcharge will not be applied to any ACH or Debit Card transaction.

used
Barrier

C/O
#
128

409 71
250 00
659 71

Picked up
by JR Ferche

TOTAL AMOUNT DUE BY: 08/28/25 US **409.71**

Handling fees will apply for all returned goods. No goods will be returned without written consent by the seller. Give as reference our invoice number and date. Claims for damages, back charges for labor, other expenses will not be allowed unless authorized in writing by the seller. The articles and/or services covered by this invoice were produced in compliance with the Federal Labor Standards Act of 1938, as amended.

The Customer Agrees:
1. THAT THE ABOVE TOTAL IS PAST DUE IF NOT PAID WITHIN 30 DAYS OF DATE OF THIS INVOICE
2. TO PAY A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON ANY PAST DUE AMOUNT
3. TO PAY COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY FEES, AFTER DEFAULT BY THE CUSTOMER

0001:0001

INVOICE

Item 21.

Infrastructure™
A CRH COMPANY

Telephone: (844) 211-1322

Remit to:
Oldcastle Infrastructure
P.O. Box 742387
Los Angeles, CA 90074-2387

Site: Courtland

SOLD TO:
3942 1 MB 0.672 E0223X I0410 D14484881040 S2 P10859902 0001:0001

JR FERCHE
13265 25TH AVE NW
PO BOX 129
RICE MN 56367-0129

SHIP TO:

Invoice No.	Date	Customer No.	Order No.	Customer PO	Delivery Terms	Mode of Delivery
120067050	7/15/2025	120700384	S048250	Closed Won	FOB Job Site	Morrell Brokerage

Packing slip(s) ...: SP104685

Qty	Unit	Item	Description	Mark	Unit Price	Amount
15.00	Ea	R012ECL5C8NT	RCP 12" MN-R4 CL5 C 8FT	RCP 12 CL5	140.48	2,107.20
15.00	Ea	8400327	GSK 12" TSS R4 SF C443 839112 65 PER BX 975 PER PALLET	RCP 12 CL5	0.00	0.00
					Tax	158.04

120'

Please note: We impose a 2.09% surcharge on all Credit Card transactions, which is not greater than our cost of acceptance. A surcharge will not be applied to any ACH or Debit Card transaction.

used 8'
Baotak
C/O
#128

Delivery to Baotak
$100.00
12.50 LF
For Deli

8' = 150.84 $18.88 LF $31.38 LF

TOTAL AMOUNT DUE BY: 08/29/25 US **2,265.24**

Handling fees will apply for all returned goods. No goods will be returned without written consent by the seller. Give as reference our invoice number and date. Claims for damages, back charges for labor, other expenses will not be allowed unless authorized in writing by the seller. The articles and/or services covered by this invoice were produced in compliance with the Federal Labor Standards Act of 1938, as amended.

The Customer Agrees:
1. THAT THE ABOVE TOTAL IS PAST DUE IF NOT PAID WITHIN 30 DAYS OF DATE OF THIS INVOICE
2. TO PAY A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON ANY PAST DUE AMOUNT
3. TO PAY COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY FEES, AFTER DEFAULT BY THE CUSTOMER

0001:0001

EULL'S MANUFACTURING

Eull's Manufacturing
3187 Labeaux Ave NE
St. Michael, MN 55376

763-497-2742

Invoice Date: 09/18/2025

Bill To: J R FERCHE CONSTRUCTION
13265 25TH AVE NW PO BOX 129
RICE, MN 56367

Ship To: J R FERCHE CONSTRUCTION
Design Rd & Golf Course Dr N
Baxter, MN 56425

Customer #	Salesperson	PO Number	Shipping Method	Ship To Phone	Terms
JRFERCHECO	Andrew Aakre	Baxter			N30

Quantity	Item #	Description	Unit Price	Amount
100.00	EUSW27X2	27 X 2 MANHOLE RINGS 20/ Bundle	$20.90 each	$2,090.00
42.00	EUSWTCC4250	TCC 4250 MORTAR MIX 42 pallet as of 2025	$14.50 each	$609.00
1.00	AAPALLETSTCC	PALLETS TCC	$30.00 each	$30.00
1.00	AADELIVERY	DELIVERY CHARGE	$300.00 each	$300.00

Del. $233 Per items

Used 2 Rings

3109
5

C/O # 28

$49 89

Thank you for your business

Subtotal	$3,029.00
Freight	$0.00
Miscellaneous	$0.00
Sales Tax Amount	223 39 ~~$0.00~~
Discount	$0.00
Total	$3,029.00
Amount Received	$0.00
Net Due	~~$3,029.00~~ 3253

Corrected Sales tax

Needs Sales Tax Adjustment
Theresa Order

Paid –

Item 129

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: CITY OF BAXTER
13190 MEMORYWOOD DR.

BAXTER MN 56425

DATE: 10/24/2025
REVISED 1/7/2026
REVISED AGAIN 5/18/2026
NO # 129

PROJECT: DESIGN ROAD AND 371 IMPROVEMENTS

DESCRIPTION: SANITARY SEWER SERVICE ADJUSTMENT

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
EXCAVATOR WITH GPS	HR	9	$392.00	$3,528.00
DOZER GPS	HR	9	$250.00	$2,250.00
LOADER	HR	9	$200.00	$1,800.00
COMPACTOR	HR	9	$140.00	$1,260.00
FOREMAN	HR	8	$130.00	$1,040.00
OPERATOR	HR	18	$125.00	$2,250.00
LABOR	HR	27	$120.00	$3,240.00
SUPPORT EQUIPMENT	HR	7	$125.42	$877.94
6" SCH 40 PIPE	LF	30	$4.76	$142.80
STRONG BACK FURNCO	EA	1	$97.39	$97.39
6" SCH 40 CAP	EA	1	$79.52	$79.52
HD 2" INSULATION	SHEET	5	$ 83.16	$ 415.80
10% MARK UP PN MATERIALS	EA	1	$ 75.56	$ 75.56
DISPOSE OF JUNK PIPE	LS	1	$ 17.00	$ 17.00
			SUB TOTAL	$17,074.01
		0.0000%	SALE TAX	$0.00
			TOTAL	$17,074.01

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

Utility Sales and Supply, Inc.

Office 612-385-7529
23230 W. Thomess Blvd. Suite 3
Loretto, MN 55357

Invoice

Date	Invoice #
8/4/2025	3434

Bill To

Ferche Companies
320-393-4625
25th Ave NE
Rice, MN 56367

Ship To

Ferche Companies
Int. of Design Road and Golf Course Dr.
Baxter, MN
Tanner 320-290-0361

P.O. Number	Terms	Rep	Ship Date	Via	City	Job Name/Number
Brian	Net 30	TJI	8/5/2025	Best Way	Baxter, MN	DESIGN RD & 371

Item Code	Quantity	Description	Price Each	Amount
HD items	56	10 PVC SDR26 HW SWR PIPE (G) 14	18.81	1,053.36T
HD items	854	8 PVC SDR26 HW SWR PIPE (G) 14'	12.08	10,316.32T
HD items	* 680	6 PVC SCH40 PIPE SWB 10'	4.43	3,012.40T
HD items	4	10X6 SDR26 HWXSCH40 WYE GXH **GPK ONLY***	389.22	1,556.88T
HD items	5	8X6 HW SDR26 X SCH40 WYE GXH ***GPK ONLY***	142.83	714.15T
HD items	15	6 PVC SCH40 DWV WYE HXH P600-060	94.62	1,419.30T
HD items	24	6 PVC SCH40 DWV 45 HXSP ***GPK ONLY***	55.94	1,342.56T
HD items	* 11	6 SCH40 DWV FEMALE ADPT HXF SOLVENT WELD HUB X FIPT ***GPK ONLY***	50.77	558.47T
HD items	* 11	6 PVC SWR CLEANOUT PLUG MIPT ***GPK ONLY***	23.28	256.08T
HD items	0	**BO THIS WEEK***6 PVC SCH40 DWV 45 HXH ***GPK ONLY***	59.88	0.00T
HD items	0	**BO THIS WEEK***6 PVC SCH40 DWV 22-1/2 HXH P324-060	93.64	0.00T
HD items	5	A-1 15" F&C MK: SEWER USA	145.11	725.55T
HD items	6	NDS 113BCS 14X19 IRR. BOX	104.03	624.18T
HD items	* 7	6056-66RC 6 CI/PVCXCI/PVC CPLG STRONGBACK AIS	90.70	634.90T
HD items	140	10 PVC C900 DR18 PIPE 20' GSKT PC235	28.90	4,046.00T
HD items	100	6 PVC C900 DR18 PIPE 20' GSKT PC235	11.22	1,122.00T
HD items	3	9'0" WB67 DDP AIS HYD 22" BO 6MJ 3W NST #5 NUT OL M4104 RED	5,644.01	16,932.03T
HD items	20	1 PVC SCH40 PIPE SWB 20'	0.56	11.20T
HD items	3	4' FLEXSTAKE HYDRANT MARKER (COMPLETE ASSEMBLY-HINGED W/LO GO APPLIED)	35.53	106.59T
HD items	3	10 AFC 2510MM AIS MJ RW GV OL DI BODY L/A 2610ALAFMMU-D	3,467.70	10,403.10T
HD items	2	10 A2361-23 MJ RW GV OL L/ACC	3,467.70	6,935.40T
HD items	6	6 AFC 2506MM AIS MJ RW GV OL DI BODY L/A 2606ALAFMMU-D	1,417.78	8,506.68T
HD items	11	"G" VALVE BOX WATER ASSY DOM	480.90	5,289.90T
HD items	11	6850-60 26T TOP SECT THRD USA	0.00	0.00T
HD items	11	#60 screw VLV BOX 24" EXT USA THRD DOMESTIC EXTENSION ONLY	0.00	0.00T

OK per BD

3109 S

> OAP

Your business is greatly appreciated.

Total $124 236.48

Utility Sales and Supply, Inc.

Office 612-385-7529
23230 W. Thomess Blvd. Suite 3
Loretto, MN 55357

Invoice

Date	Invoice #
8/4/2025	3434

Bill To

Ferche Companies
320-393-4625
25th Ave NE
Rice, MN 56367

Ship To

Ferche Companies
Int. of Design Road and Golf Course Dr.
Baxter, MN
Tanner 320-290-0361

P.O. Number	Terms	Rep	Ship Date	Via	City	Job Name/Number
Brian	Net 30	TJI	8/5/2025	Best Way	Baxter, MN	DESIGN RD & 371

Item Code	Quantity	Description	Price Each	Amount
HD items	11	36B 5-1/4 3PC SCREW BTM F/6860 145172 USA	0.00	0.00T
HD items	11	36B 5-1/4 3PC SCREW BTM F/6860 145172 USA	0.00	0.00T
HD items	11	5-1/4 VB LID M/WATER DOM USA	0.00	0.00T
HD items	3	10 ADAPTER RW GATE VALVE	121.33	363.99T
HD items	0	10" MUELLER GV ADAPTOR	121.33	0.00T
HD items	6	6 ADAPTER RW GATE VALVE	118.05	708.30T
HD items	1	10 MJ TEE C153 EPXY USA	942.25	942.25T
HD items	6	10X6 MJ TEE C153 EPXY USA	717.55	4,305.30T
HD items	10	10 MJ 45 C153 EPXY USA	453.76	4,537.60T
HD items	51	10 STAR 4010 PVC REST SB USA STARBOND L/ACC	144.19	7,353.69T
HD items	21	6 STAR 4006 PVC REST SB USA STARBOND L/ACC PVCS4006G2DD	51.53	1,082.13T
HD items	51	10" MJ REGULAR GASKET DOMESTIC	10.69	545.19T
HD items	21	6" MJ REGULAR GASKET DOMESTIC	7.12	149.52T
HD items	408	3/4X4 COR-BLUE T-HEAD B&N USA	5.58	2,276.64T
HD items	126	3/4X3-1/2 BLUE T-HEAD B&N USA	5.45	686.70T
HD items	* 1,088	2"X4'X8' HI40 INSULATION Per Board Foot	1.21	1,316.48T
HD items	300	1-1/2X300 IPS SIDR7 PE BLUE 250 PSI NSF	2.07	621.00T
HD items	6	3412AS-AIS 10X1-1/2CC SS TAP SAD 10.75-11.10 OD 3412100150TH-AIS	223.35	1,340.10T
HD items	6	74701B-33 1-1/2 BALL CORP STOP CCXPJ IDR7 PEP NO LEAD	261.56	1,569.36T
HD items	6	76104-33 1-1/2 BALL CURB STOP PJ IDR7 PEPXPJ IDR7 PEP	383.48	2,300.88T
HD items	6	74758-33 1-1/2 BRS CPLG 6 1 5 209.48000 PJ IDR7 PEPXPJ IDR7 PEP NO LEAD 5131-019	219.95	1,319.70T
HD items	30	6136 1-1/2 SS INSERT IPS SIDR 4130-893	4.62	138.60T
HD items	6	5622A 9'0" MP CURB BOX USA 4511-478	117.85	707.10T
HD items	6	66 CB STATIONARY ROD	24.62	147.72T
HD items	500	COPPERHEAD TW 1230B-HS- 12GA BLUE 500' HS-CCS PE30 COPPER CLAD TRACER WIRE PER FOOT	0.27	135.00T

Your business is greatly appreciated.

Total

Item 130

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER:	CITY OF BAXTER 13190 MEMORYWOOD DR. BAXTER MN 56425	DATE: REVISED NO #	10/24/2025 1/7/2026 130

PROJECT: DESIGN ROAD AND 371 IMPROVEMENTS

DESCRIPTION: THIS IS THE ADDITIONAL COST INCURRED TO DEAL WITH KEEPING FIRE SERVICE TO MILLS AUTO.

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
EXCAVATOR GPS	HR	20	$392.00	$7,840.00
DOZER GPS	HR	20	$250.00	$5,000.00
LOADER	HR	20	$200.00	$4,000.00
COMPACTOR	HR	20	$140.00	$2,800.00
FOREMAN	HR	18	$130.00	$2,340.00
OPERATOR	HR	40	$125.00	$5,000.00
LABOR	HR	60	$120.00	$7,200.00
SUPPORT EQUIPMENT	HR	17	$125.42	$2,132.14
			SUB TOTAL	$36,312.14
		0.0000%	SALE TAX	$0.00
			TOTAL	$36,312.14

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

Item 131

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: CITY OF BAXTER
13190 MEMORYWOOD DR.

BAXTER MN 56425

DATE: 10/23/2025
REVISED 1/7/2026
REVISED AGAIN 5/18/2026
NO # 131

PROJECT: DESIGN ROAD AND 371 IMPROVEMENTS

DESCRIPTION: FURNISH AND INSTALL HYDRANT EXTENSION

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
12" HYDRANT EXTENSION	EA	1	$1,274.35	$1,274.35
FREIGHT	LS	1	$300.00	$300.00
FOREMAN	HR	2	$130.00	$260.00
LABOR	HR	2	$120.00	$240.00
SUPPORT EQUIPMENT	HR	0.5	$125.42	$62.71
10% MARKUP ON MATERIALS	EA	1	$ 127.44	$ 127.44

	SUB TOTAL	$2,264.50
0.0000%	SALE TAX	$0.00
	TOTAL	$2,264.50

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

INVOICE

Account # 099606
Sales Rep BRIAN STENSLAND
Phone # 3
Branch # 247 S
Total Amount Due $1,274.35

Item 21.

...rk Court
... MO 63146

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

401 1 MB 0.872 E0383X I0578 D14875855121 S2 P10918093 0001:0004

JR FERCHE INC
PO BOX 129
RICE MN 56367-0129

Shipped to:

CUSTOMER PICK-UP -

CUSTOMER JOB- 3109 DESIGN RD & 371

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
10/13/25	10/14/25	SEE BELOW	DESIGN RD & 371	3109		WILL CALL	X923152

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
	CUSTOMER PO#- HYDRANT EXTENSION						
61WTWB67012	12" WB67 HYD EXT F/5-1/4VO	1	1		1186.83000	EA	1,186.83

3109
S

C/O

W/BD

Online ADVANTAGE™
• Manage billing online • Reprint invoices
• Retrieve proof of deliveries
Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight	Delivery	Handling	Restock	Misc.

Subtotal:	1,186.83
Other:	0.00
Tax:	87.52
Invoice Total:	$1,274.35

Terms: NET 30
Ordered By: BRIAN DOCKENDORF

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/.

Item 132

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: CITY OF BAXTER
13190 MEMORYWOOD DR.

BAXTER MN 56425

DATE: 10/23/2025
REVISED 1/7/2026
REVISED AGAIN 5/18/2026
NO # 132

PROJECT: DESIGN ROAD AND 371 IMPROVEMENTS

DESCRIPTION: 8" GATE VALVE- MILLS AUTO

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
EXCAVATOR WITH GPS	HR	0.75	$392.00	$294.00
DOZER WITH GPS	HR	0.75	$250.00	$187.50
LOADER	HR	0.75	$200.00	$150.00
COMPACTOR	HR	0.75	$140.00	$105.00
FOREMAN	HR	0.75	$130.00	$97.50
OPERATOR	HR	1.5	$125.00	$187.50
LABOR	HR	2.25	$120.00	$270.00
SUPPORT EQUIPMENT	HR	0.67	$125.42	$84.03
8" GATE VALVE	EA	1	$2,287.37	$2,287.37
GATE VALVE BOX	EA	1	$516.37	$516.37
GATE VALVE ADAPTOR	EA	1	$122.36	$122.36
MEGA LUG AND GASKETS	EA	2	$77.95	$155.90
GASKETS	EA	2	$ 7.90	$ 15.80
BOLTS	EA	12	$ 6.10	$ 73.20
10% MARK UP ON MATERIALS	EA	1	$ 309.38	$ 309.38
FREIGHT	EA	1	$ 150.00	$ 150.00
			SUB TOTAL	$5,005.91
		0.0000%	SALE TAX	$0.00
			TOTAL	$5,005.91

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice Date	08/12/25
Account #	099606
Sales Rep	BRIAN STENSLAND
Phone #	320-258-3010
Branch # 247	St Cloud, MN
Total Amount Due	$5,419.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

407 1 NB 0.572 E0388X 10596 D14539519424 S2 P10877466 0001:0001

JR FERCHE INC
PO BOX 129
RICE MN 56367-0129

Shipped to:

CUSTOMER PICK-UP -

Freight $150.00

CUSTOMER JOB - 3109 - DESIGN RD & 371

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/12/25	8/12/25	SEE BELOW	DESIGN RD & 371	3109		WILL CALL	X530938

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
	CUSTOMER PO#- 8" GATE VALVE ASSEMBLY						
286YC	6Y/C SWR SAD WYE 6-12"	2	2		119.31000	EA	~~238.62~~
51082508MLAAIS	8 AFC 2508MM AIS MJ RW GV OL DI BODY L/A 2608ALAFMMU-D	2	2		2130.26000	EA	4,260.52
5108GVADPTN	8 ADAPTER RW GATE VALVE	2	2		113.95000	EA	227.90
21PVCS4008G2DD	8 STAR 4008 PVC REST SB USA STARBOND L/ACC PVCS4008G2DD	4	4		72.59000	EA	290.36
21TAMG108DOM	8" MJ REGULAR GASKET DOMESTIC	4	4		7.35000	EA	29.40

3109
5

Online ADVANTAGE™
• Manage billing online • Reprint invoices
• Retrieve proof of deliveries
Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight	Delivery	Handling	Restock	Misc.		
					Subtotal:	5,046.80
					Other:	0.00
					Tax:	372.20
					Invoice Total:	$5,419.00

Terms: NET 30
Ordered By: BRIAN DOCKENDORF

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/.

0001:0001

Utility Sales and Supply, Inc.

Office 612-385-7529
23230 W. Thomess Blvd. Suite 3
Loretto, MN 55357

Invoice

Date	Invoice #
8/4/2025	3436

Bill To

Ferche Companies
320-393-4625
25th Ave NE
Rice, MN 56367

Ship To

Ferche Companies
Int. of Design Road and Golf Course Dr.
Baxter, MN
Tanner 320-290-0361

P.O. Number	Terms	Rep	Ship Date	Via	City	Job Name/Number
Brian	Net 30	TI	8/5/2025	Best Way	Baxter, MN	DESIGN RD & 371

Item Code	Quantity	Description	Price Each	Amount
HD items	1	**3 ON BO***6056-1010RC 10 CI/PVCXCI/PVC CPLG STRONGBACK AIS	148.76	148.76T
HD items	10	10 MJ L/P SLV C153 EPXY USA	455.53	4,555.30T
HD items	3	6 MJ L/P SLV C153 EPXY USA	242.15	726.45T
HD items	32	10 STAR 4010 PVC REST SB USA STARBOND L/ACC PVCS4010G2DD	146.93	4,701.76T
HD items	22	10" MJ REGULAR GASKET DOMESTIC	10.89	239.58T
HD items	22	10 MJXIPS PVC TRANS GASKET	16.83	370.26T
HD items	* 80	3/4X4 COR-BLUE T-HEAD B&N USA	5.68	454.40T
HD items	6	6 STAR 4006 PVC REST SB USA STARBOND L/ACC PVCS4006G2DD	52.52	315.12T
HD items	9	6" MJ REGULAR GASKET DOMESTIC	7.25	65.25T
HD items	9	6 MJXIPS PVC TRANS GASKET	8.38	75.42T
HD items	36	3/4X3-1/2 BLUE T-HEAD B&N USA	5.55	199.80T
HD items	12	10 MJ FOLLOWER GLAND F/DIP USA	33.17	398.04T
HD items	6	6 MJ FOLLOWER GLAND F/DIP USA	18.66	111.96T
HD items	120	3/4X12' ALL THRD ROD	2.57	308.40T
HD items	24	3/4X4-1/2 90 OFFSET EYEBOLT	10.71	257.04T
HD items	48	3/4 HEAVY HEX BLUE NUT FLUROCARBON BLUE COATING	2.13	102.24T
		X471735		
Shipping & Handling	1	Shipping & Handling- Quoted freight price is estimated and subject to change	487.50	487.50T
		Crow Wing County Tax + MN Sales Tax	7.375%	996.90

3109
5

Your business is greatly appreciated.

Total $14,514.18

Invoice

..... Supply, Inc.
..... Business Blvd. Suite 3
..... MN 55357

Date	Invoice #
8/4/2025	3434

Bill To

Ferche Companies
320-393-4625
25th Ave NE
Rice, MN 56367

Ship To

Ferche Companies
Int. of Design Road and Golf Course Dr.
Baxter, MN
Tanner 320-290-0361

P.O. Number	Terms	Rep	Ship Date	Via	City	Job Name/Number
Brian	Net 30	TJI	8/5/2025	Best Way	Baxter, MN	DESIGN RD & 371

Item Code	Quantity	Description	Price Each	Amount
HD items	56	10 PVC SDR26 HW SWR PIPE (G) 14	18.81	1,053.36T
HD items	854	8 PVC SDR26 HW SWR PIPE (G) 14'	12.08	10,316.32T
HD items	680	6 PVC SCH40 PIPE SWB 10'	4.43	3,012.40T
HD items	4	10X6 SDR26 HWXSCH40 WYE GXH **GPK ONLY***	389.22	1,556.88T
HD items	5	8X6 HW SDR26 X SCH40 WYE GXH ***GPK ONLY***	142.83	714.15T
HD items	15	6 PVC SCH40 DWV WYE HXH P600-060	94.62	1,419.30T
HD items	24	6 PVC SCH40 DWV 45 HXSP ***GPK ONLY***	55.94	1,342.56T
HD items	11	6 SCH40 DWV FEMALE ADPT HXP SOLVENT WELD HUB X PIPT ***GPK ONLY***	50.77	558.47T
HD items	11	6 PVC SWR CLEANOUT PLUG MIPT ***GPK ONLY***	23.28	256.08T
HD items	0	**BO THIS WEEK***6 PVC SCH40 DWV 45 HXH ***GPK ONLY***	59.88	0.00T
HD items	0	**BO THIS WEEK***6 PVC SCH40 DWV 22-1/2 HXH P324-060	93.64	0.00T
HD items	5	A-1 15" F&C MK: SEWER USA	145.11	725.55T
HD items	6	NDS 113BCS 14X19 IRR. BOX	104.03	624.18T
HD items	7	6056-66RC 6 CXP VC3XC1/PVC CPLG STRONGBACK AIS	90.70	634.90T
HD items	140	10 PVC C900 DR18 PIPE 20' GSKT PC235	28.90	4,046.00T
HD items	100	6 PVC C900 DR18 PIPE 20' GSKT PC235	11.22	1,122.00T
HD items	3	90" WB67 DDP AIS HYD 22" BO 6MJ 3W NST #5 NUT OL M4104 RED	5,644.01	16,932.03T
HD items	20	1 PVC SCH40 PIPE SWB 20'	0.56	11.20T
HD items	3	4' FLEXSTAKE HYDRANT MARKER (COMPLETE ASSEMBLY-HINGED W/LO GO APPLIED)	35.53	106.59T
HD items	3	10 AFC 2510MM AIS MJ RW GV OL DI BODY L/A 2610ALAFMMU-D	3,467.70	10,403.10T
HD items	2	10 A2361-23 MJ RW GV OL L/ACC	3,467.70	6,935.40T
HD items	6	6 AFC 2506MM AIS MJ RW GV OL DI BODY L/A 2606ALAFMMU-D	1,417.78	8,506.68T
HD items	* 11	"G" VALVE BOX WATER ASSY DOM	480.90	5,289.90T
HD items	11	6850-60 26T TOP SECT THRD USA	0.00	0.00T
HD items	11	#60 SCREW VLV BOX 24" EXT USA THRD DOMESTIC EXTENSION ONLY	0.00	0.00T

Not per BD

3109
5

Your business is greatly appreciated.

Total $124 236.48

we will have multiple copies of this invoice with various items highlight the pertain to each section of the change order

Item 133

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: CITY OF BAXTER
13190 MEMORYWOOD DR.

BAXTER MN 56425

DATE: 10/23/2025
REVISED 1/7/2026
REVISED AGAIN 5/18/2026
NO # 133

PROJECT: DESIGN ROAD AND 371 IMPROVEMENTS

DESCRIPTION: FURNISH AND INSTALL BAND SADDLES ON EXISITNG WATERMAIN

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
EXCAVATOR GPS	HR	3	$392.00	$1,176.00
DOZER GPS	HR	3	$250.00	$750.00
LOADER	HR	3	$200.00	$600.00
COMPACTOR	HR	3	$140.00	$420.00
FOREMAN	HR	2.5	$130.00	$325.00
OPERATOR	HR	6	$125.00	$750.00
LABOR	HR	9	$120.00	$1,080.00
SUPPORT EQUIPMENT	HR	2	$125.42	$250.84
BAND SADDLES	EA	6	$ 244.39	$1,466.34
10% MARKUP ON MATERIALS	EA	1	$ 146.63	$ 146.63

SUB TOTAL	$6,964.81
0.0000% SALE TAX	$0.00
TOTAL	$6,964.81

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

10 12	6" MJ PVC RESTRAINT USA	EA	$52.52	$525.16
10 12	6" MJ REGULAR GASKET DOMESTIC	EA	$7.25	$72.55
60 72	3/4" X 3-1/2" BLUE MJ B&N USA	EA	$5.55	$333.20
		EA		

ITEM #70

5 2	10" MJ GATE VALVE USA	EA	$3,533.75	$10,601.25
5 5	6" VALVE BOX	EA	$490.06	$1,470.18
5 2	10" GATE VALVE ADAPTER	EA	$123.64	$370.92
10 6	10" MJ PVC RESTRAINT USA	EA	$146.93	$881.59
10 6	10" MJ REGULAR GASKET DOMESTIC	EA	$10.89	$65.36
30 48	3/4" X 4" BLUE MJ B&N USA	EA	$5.68	$272.72
		EA		

ITEM #71

6	10" X 1-1/2"CC SS SADDLE USA	EA	$227.60	$1,365.60
6	1-1/2" PE COMP BALL CORP	EA	$266.54	$1,599.22
6	1-1/2" SS INSERT FOR IPS PE	EA	$4.71	$28.25
		EA		

ITEM #72

6	1-1/2" PE COMP CURB STOP	EA	$390.79	$2,344.71
6	5622A 9'0" MP CURB BOX USA	EA	$120.10	$720.58
6	66" CURB BOX ROD	EA	$25.09	$150.55
12	1-1/2" SS INSERT FOR IPS PE	EA	$4.71	$56.50
		EA		

ITEM #73

261	1-1/2" IPS PE TUBING - 250 PSI	FT	$2.11	$550.16

ITEM #74

60 62	6" DR18 C900 PVC PIPE	FT	$11.44	$709.17

ITEM #75

120 140	10" DR18 C900 PVC PIPE	FT	$29.45	$4,122.50

ITEM #76

58	2" HI40 INSULATION	SY	$20.84	$1,208.93

ITEM #78

3620# MJ FITTINGS BASED ON AWWA C153 BODY WEIGHT

10	10" MJ 45 BEND EPOXY USA	EA	$462.40	$4,624.01
6	10"X6" MJ TEE EPOXY USA	EA	$731.22	$4,387.30
3	10" MJ TEE EPOXY USA	EA	$960.20	$2,880.59

ABOVE FTGS 1600# PER OUR EST

we will have multiple copies of this invoice with various items highlight the pertain to each section of the change order

Item 134

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: CITY OF BAXTER

DATE: 10/22/2025
REVISED 1/7/2026
NUMBER 134

PROJECT: DESIGN ROAD IMPROVEMENTS

ITEM DESCRIPTION		UNIT	EST QTY	PRICE	AMOUNT
ADDITIONAL TRAFFIC CONTROL					
7/30/2025	SPECIAL CONST SIGNS	SF	25	$48.29	$1,207.25
	ROUND TRIP	EA	1	$500.00	$500.00
	MILEAGE	EA	120	$2.40	$288.00
7/31/2025	SPECIAL CONST SIGNS	SF	152	$48.29	$7,340.08
	ROUND TRIP	EA	1	$500.00	$500.00
	MILEAGE	EA	120	$2.40	$288.00
8/8/2025	TYPE III BARRIACADES	DAY	70	$8.02	$561.40
	SPECIAL CONST SIGNS	SF	20	$48.29	$965.80
	ROUND TRIP	EA	1	$500.00	$500.00
	MILEAGE	EA	120	$2.40	$288.00
8/13/2025	SPECIAL CONST SIGNS	SF	54.6	$48.29	$2,636.63
	ROUND TRIP	EA	1	$500.00	$500.00
	MILEAGE	EA	120	$2.40	$288.00
	10% SUB MARKUP	LS	1	$1,586.32	$1,586.32
TEMP PARKING LOT ACCESS					
	SKIDSTEER	HR	7	$56.25	$393.75
	FOREMAN	HR	6	$130.00	$780.00
	OPERATOR	HR	7	$125.00	$875.00
	LABOR	HR	9	$120.00	$1,080.00
				SUB TOTAL	$20,578.23
				SALES TAX	$0.00
				TOTAL	$20,578.23

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

Item 135

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: CITY OF BAXTER

DATE: 10/24/2025
REVISED 1/7/2026
REVISED AGAIN 5/18/2026
NUMBER 135

PROJECT: DESIGN ROAD IMPROVEMENTS

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
LOWER SS ON DELLWOOD TO ALLOW BORING PIT TO BE INSTALLED				
BYPASS SUBCONTRACTOR	LS	1	$10,000.00	$10,000.00
10% MARK UP ON SUB	LS	1	$1,000.00	$1,000.00
EXCAVATOR GPS	HR	10.25	$392.00	$4,018.00
DOZER GPS	HR	10.25	$250.00	$2,562.50
LOADER	HR	10.25	$200.00	$2,050.00
COMPACTOR	HR	10.25	$140.00	$1,435.00
FOREMAN	HR	9.5	$130.00	$1,235.00
OPERATOR	HR	21	$125.00	$2,625.00
LABOR	HR	31.5	$120.00	$3,780.00
SUPPORT EQUIPMENT	HR	7	$125.42	$877.94
10" C900 PIPE	LF	60	$29.55	$1,773.00
10" SDR 35 PIPE	LF	13	$20.20	$262.60
10" 45 BENDS WITH ACCESS	EA	4	$723.10	$2,892.40
10" STRONG BACK FURNCOS	EA	2	$218.71	$437.42
10% MARK UP ON MATERIALS	EA	1	$516.69	$516.69

SUB TOTAL	$35,465.55
SALES TAX	$0.00
TOTAL	$35,465.55

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

INVOICE

Invoice #	
Invoice Date	
Account #	
Sales Rep	BRIAN STENSLAND
Phone #	320-258-3010
Branch # 247	St Cloud, MN
Total Amount Due	$955.65

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

350 1 MB 0.672 E0336X I0539 D14554254790 S2 P10880985 0001:0003

JR FERCHE INC
PO BOX 129
RICE MN 56367-0129

Shipped to:

CUSTOMER PICK-UP -

CUSTOMER JOB- 3109 DESIGN RD & 371

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/14/25	8/19/25	FERNCOS	DESIGN RD & 371	3109		WILL CALL	X554689

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
2810511010RC	1051-1010RC 10 AC/DIXCI/PVC CPLG STRONGBACK	2	2		203.68000	EA	407.36
21T06PE	6 MJ PLUG C153 EPXY USA	2	2		143.64000	EA	287.28
21TAMG106DOM	6" MJ REGULAR GASKET DOMESTIC	2	2		6.78000	EA	13.56
21TAMB10735CTBUSA	3/4X3-1/2 BLUE T-HEAD B&N USA USA	12	12		5.19000	EA	62.28
0504040B10	4 PVC SCH40 PIPE SWB 10'	30	30		2.63000	FT	78.90
27044HSDWV	4 PVC SCH40 DWV 45 HXSP	1	1		17.34000	EA	17.34
2704CHDWV	4 PVC SCH40 DWV CAP HUB	1	1		23.29000	EA	23.29

OK BP 3109 S

Online ADVANTAGE™
• Manage billing online • Reprint invoices
• Retrieve proof of deliveries
Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight	Delivery	Handling	Restock	Misc.

Subtotal:	890.01
Other:	0.00
Tax:	65.64
Invoice Total:	$955.65

Terms: NET 30
Ordered By: BRIAN DOCKENDORF

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and a
To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/.

0001:0003

INVOICE

Invoice #	X554068
Invoice Date	[illegible]
Account #	
Sales Rep	BRIAN S[illegible]
Phone #	320-258-3010
Branch # 247	St Cloud, MN
Total Amount Due	$4,313.23

Item 21.

1830 Craig Park Court
St. Louis, MO 63146

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

388 1 MB 0.672 E0378 I0512 D14544660830 S2 P10879025 0002:0002

JR FERCHE INC
PO BOX 129
RICE MN 56367-0129

Shipped to:

CUSTOMER PICK-UP -

CUSTOMER JOB- 3109 DESIGN RD & 371

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/14/25	8/14/25	SEE BELOW	DESIGN RD & 371	3109		WILL CALL	X554068

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
	CUSTOMER PO#- TEMP SEWER CHANGE ORD						
021018W	10 PVC C900 DR18 PIPE 20' GSKT PC235	40	40		27.52000	FT	1,100.80
21I104M	10 MJ 45 C153 IMP	4	4		298.66000	EA	1,194.64
21IAMF810P	10 MJ PVC WEDGE RESTRN RED IMP	8	8		137.32000	EA	1,098.56
21AMG610	10 MJXSWR SDR35 TRANS GASKET	2	2		12.05000	EA	24.10
21AMG110	10 MJ REGULAR GASKET F/DI	6	6		9.51000	EA	57.06
21AMB10740CTB	3/4X4 T-HEAD B&N COR BLUE	64	64		4.99000	EA	319.36
2860561010RCAIS	6056-1010RC 10 CI/PVCXCI/PVC CPLG STRONGBACK AIS	2	2		111.23000	EA	222.46

45° Bends w/ Acc.

DL BD 3109 S

Online ADVANTAGE™
• Manage billing online • Reprint Invoices
• Retrieve proof of deliveries
Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight	Delivery	Handling	Restock	Misc.

Subtotal:	4,016.98
Other:	0.00
Tax:	296.25
Invoice Total:	$4,313.23

Terms: NET 30
Ordered By: BRIAN DOCKENDORF

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/.

0002:0002

INVOICE

Invoice #	X548291
Invoice Date	8/15/25
Account #	
Sales Rep	BRIAN S
Phone #	320-258-3010
Branch # 247	St Cloud, MN
Total Amount Due	$4,080.91

Item 21.

1830 Craig Park Court
St. Louis, MO 63146

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

399 1 MB 0.672 E0378X I0511 D14544880827 S2 P10879025 0001:0002

JR FERCHE INC
PO BOX 129
RICE MN 56367-0129

Shipped to:

CUSTOMER PICK-UP -

CUSTOMER JOB- 3109 DESIGN RD & 371

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/14/25	8/14/25	SEE BELOW	DESIGN RD & 371	3109		WILL CALL	X548291

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
	CUSTOMER PO#- ADDED - 10" C900						
021018W	10 PVC C900 DR18 PIPE 20' GSKT PC235	60	60		27.52000	FT	1,651.20
5110GVADPTN	10 ADAPTER RW GATE VALVE	3	3		115.55000	EA	346.65
72312110C240CA	3121AS-10CX24 REP CLP 11.04-11.44 OD	1	1		725.27000	EA	725.27
2706W06HHDWV	6 PVC SCH40 DWV WYE HXH P600-060	4	4	Blue BD	90.11000	EA	360.44
27064HHDWV	6 PVC SCH40 DWV 45 HXH	6	6	3109	57.03000	EA	342.18
27064HSDWV	6 PVC SCH40 DWV 45 HXSP	3	3		53.28000	EA	159.84
2706CHDWV	6 PVC DWV CAP HUB SCH40	6	6	S	35.84000	EA	215.04

Online ADVANTAGE™
• Manage billing online • Reprint invoices
• Retrieve proof of deliveries
Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight	Delivery	Handling	Restock	Misc.

Subtotal:	3,800.62
Other:	0.00
Tax:	280.29
Invoice Total:	$4,080.91

Terms: NET 30
Ordered By: BRIAN DOCKENDORF

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/.

Utility Sales and Supply, Inc.

Office 612-385-7529
23230 W. Thomess Blvd. Suite 3
Loretto, MN 55357

Invoice

Date	Invoice #
8/4/2025	3434

Bill To

Ferche Companies
320-393-4625
25th Ave NE
Rice, MN 56367

Ship To

Ferche Companies
Int. of Design Road and Golf Course Dr.
Baxter, MN
Tanner 320-290-0361

P.O. Number	Terms	Rep	Ship Date	Via	City	Job Name/Number
Brian	Net 30	TJI	8/5/2025	Best Way	Baxter, MN	DESIGN RD & 371

Item Code	Quantity	Description	Price Each	Amount
HD items	56	10 PVC SDR26 HW SWR PIPE (G) 14 *	18.81	1,053.36T
HD items	854	8 PVC SDR26 HW SWR PIPE (G) 14'	12.08	10,316.32T
HD items	680	6 PVC SCH40 PIPE SWB 10'	4.43	3,012.40T
HD items	4	10X6 SDR26 HWXSCH40 WYE GXH **GPK ONLY***	389.22	1,556.88T
HD items	5	8X6 HW SDR26 X SCH40 WYE GXH ***GPK ONLY***	142.83	714.15T
HD items	15	6 PVC SCH40 DWV WYE HXH P600-060	94.62	1,419.30T
HD items	24	6 PVC SCH40 DWV 45 HXSP ***GPK ONLY***	55.94	1,342.56T
HD items	11	6 SCH40 DWV FEMALE ADPT HXF SOLVENT WELD HUB X FIPT ***GPK ONLY***	50.77	558.47T
HD items	11	6 PVC SWR CLEANOUT PLUG MIPT ***GPK ONLY***	23.28	256.08T
HD items	0	**BO THIS WEEK***6 PVC SCH40 DWV 45 HXH ***GPK ONLY***	59.88	0.00T
HD items	0	**BO THIS WEEK***6 PVC SCH40 DWV 22-1/2 HXH P324-060	93.64	0.00T
HD items	5	A-1 15" F&C MK: SEWER USA	145.11	725.55T
HD items	6	NDS 113BCS 14X19 IRR. BOX	104.03	624.18T
HD items	7	6056-66RC 6 CI/PVCXCI/PVC CPLG STRONGBACK AIS	90.70	634.90T
HD items	140	10 PVC C900 DR18 PIPE 20' GSKT PC235	28.90	4,046.00T
HD items	100	6 PVC C900 DR18 PIPE 20' GSKT PC235	11.22	1,122.00T
HD items	3	9'0" WB67 DDP AIS HYD 22" BO 6MJ 3W NST #5 NUT OL M4104 RED	5,644.01	16,932.03T
HD items	20	1 PVC SCH40 PIPE SWB 20'	0.56	11.20T
HD items	3	4' FLEXSTAKE HYDRANT MARKER (COMPLETE ASSEMBLY-HINGED W/LO GO APPLIED)	35.53	106.59T
HD items	3	10 AFC 2510MM AIS MJ RW GV OL DI BODY L/A 2610ALAFMMU-D	3,467.70	10,403.10T
HD items	2	10 A2361-23 MJ RW GV OL L/ACC	3,467.70	6,935.40T
HD items	6	6 AFC 2506MM AIS MJ RW GV OL DI BODY L/A 2606ALAFMMU-D	1,417.78	8,506.68T
HD items	11	"G" VALVE BOX WATER ASSY DOM	480.90	5,289.90T
HD items	11	6850-60 26T TOP SECT THRD USA	0.00	0.00T
HD items	11	#60 SCREW VLV BOX 24" EXT USA THRD DOMESTIC EXTENSION ONLY	0.00	0.00T

Bill per BD

3109.5

Your business is greatly appreciated.

Total $124 236.48

Item 136

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: CITY OF BAXTER
13190 MEMORYWOOD DR.

BAXTER MN 56425

DATE: 10/23/2025
REVISED 1/7/2026
REVISED AGAIN 5/18/2026
NO # 136

PROJECT: DESIGN ROAD AND 371 IMPROVEMENTS

DESCRIPTION: ROAD LOW POINT ADJUSTMENT

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
EXCAVATOR GPS	HR	17	$392.00	$6,664.00
DOZER GPS	HR	17	$250.00	$4,250.00
LOADER	HR	17	$200.00	$3,400.00
COMPACTOR	HR	17	$140.00	$2,380.00
FOREMAN	HR	15	$130.00	$1,950.00
OPERATOR	HR	34	$125.00	$4,250.00
LABOR	HR	51	$120.00	$6,120.00
SUPPORT EQUIPMENT	HR	14	$125.42	$1,755.88
HAMMER CONCRETE	LS	1	$500.00	$500.00
CONCRETE FOR INVERTS	CY	6.25	$198.26	$1,428.42
15" RCP PIPE	LF	112	$22.51	$2,521.12
GEO GRID	SY	242	$1.75	$423.50
10% MARK UP ON MATERIALS	EA	1	$437.31	$437.31
			SUB TOTAL	$36,080.23
		0.0000%	SALE TAX	$0.00
			TOTAL	$36,080.23

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

MIDWEST BORINGS, INC

Invoice: 251910
Invoice Date: 9/19/2025
Due Date: 10/19/2025
Midwest Borings Order #: MB336-25
Job#
Order Date: 9/16/2025
Delivery Order #: 32107320

J.R Ferche Excavating Inc.
13265 25th Ave. NW
Rice, MN 56367

Ship To: Crow Wing Co., Delwood & Design Rd. Baxter MN, 56425 T.H. 371

Each	Feet	SO#	Description	UNIT PRICE	Net Price
9	9	27229072	15X8.0 CL5 RCP P4 B PRO#:6325202PM1 SB#:00973548 SC#: PI15IN RCP	170.63	1,535.65
9	9	27229072	GASKET P4 15 INCH PRO#:6325202PM1 SB#:00973548 SC#: PI15IN RCP	0.00	
6	6	27229072	36x8.0 CL3 RCP P4 C Subbed for CL2 PRO#:6325202PM1 SB#:00973548 SC#: PI36in RCP	560.65	3,363.90
6	6	27229072	Gasket P4 36 inch PRO#:6325202PM1 SB#:00973548 SC#: PI36in RCP	0.00	
6	6	27235365	15X8.0 CL5 RCP P4 B PRO#:6325202PM1 SB#:00973548 SC#: PI15IN RCP	170.63	1,023.76
6	6	27235365	GASKET P4 15 INCH PRO#:6325202PM1 SB#:00973548 SC#: PI15IN RCP	0.00	

8' stick
2133 LF

3109
8' Stick
2133 LF

Subtotal	$5,923.32
Sales Tax	$466.46
Net Total	$6,389.78

REMIT TO:

Midwest Borings, Inc
Po Box 678
Big Lake, MN 55309

Hengel
Your Solid Choice!

12883 Upper Sylvan Road, Pillager, MN 56473
(218) 746-3355
www.hengelreadymix.com
info@hengelreadymix.com

DATE	CUSTOMER NO.	CUSTOMER P.O. NO.	PROJECT	MIX	CASH / CHARGE
09/04/25	JRFERCHE		CW BAX	GFDGM4000	COD

SOLD TO: JR FERCHE
13265 25TH AVE NW
PO BOX 129

JOB ADDRESS:
ON THE CORNER OF DESIGN DRIVE AND GOLF COURSE DRIVE IN BAXTER

QUANTITY		PRODUCT ID	PRODUCT NAME		DISC.	UNIT PRICE	EXTENDED
8.00	CY	GFDGM4000	4000 SAND GROUT		Y	180.00	1440.00
1.00	PL	DELIVERY	MN RETAIL DELIV FEE			0.50	0.50
1.00	LD	ENVIRO	ENVIROMENTAL FEE		Y	30.00	30.00

3109
S

UNLOADING TIME 7 MINUTES PER CUBIC YARD. EXCESSIVE UNLOADING TIME CHARGE = $150.00 PER HOUR

TIME	PLANT	DRIVER	TRUCK	LOAD	ORDERED	DELIVERED
08:48AM	001	NATE	87	1	8.00	8.00

LEFT PLANT	SLUMP	AIR	Excessive Water is Detrimental to Concrete Performance Water Added by Request of or Authorized By:
	3		_____ Gal X

SUB TOTAL	1470.50
STATE TAX	101.06
COUNTY TAX	7.35
CITY TAX	7.35
TOTAL	1586.26

ARRIVE JOB

LEFT JOB

RETURN PLANT

INSPECTOR

DELIVERY CONDITIONS. The Purchaser agrees to provide suitable roadways or approaches to points of delivery when material is to be delivered by truck in places other than on paved roads. We reserve the right to stop deliveries if the roadway or approaches are unsatisfactory to us. In the event Purchaser orders delivery beyond curb line, we will not assume liability for damage to sidewalks, driveways or other property and Purchaser hereby agrees to indemnify and hold us harmless against all liabilities, loss and expense incurred as a result of such deliveries. Purchaser is required to provide mixer truck wash-out site. Purchaser is responsible for any wrecker fees required for this delivery.
Concrete is a perishable product and becomes the property of the purchaser upon leaving the plant. Any changes or cancellation of original instruction must be telephoned to the office before LOADING starts.
ADDED INGREDIENTS: Purchaser assumes all responsibility for strength, slump and quality of concrete when additional water or other material is requested on the job site.
LATE PAYMENT: Purchaser agrees to pay a monthly rate of 1.5% interest for late payments. Failure to pay when agreed constitutes basis for legal action and Purchaser agrees to pay in event of a law suit all costs of collection and reasonable attorney fees and hereby waives all rights of exception as to personal property under laws applicable in the local jurisdiction.

WARNING

IRRITATING TO THE SKIN AND EYES

Contains Portland cement. Wear rubber boots and gloves.
PROLONGED CONTACT MAY CAUSE BURNS.
Avoid contact with eyes and prolonged contact with skin. In case of contact with skin or eyes, flush thoroughly with water. If irritation persists, get medical attention

KEEP CHILDREN AWAY.

JOB RUNNING TOTAL

1586.26

INVOICE No.

37640

Received by: _____

8.00 **INVOICE No.**

Description	Bin	Moist/Abs	Design	Target	Actual	Tkt#: 37640
WASHED SAND	1	4.60/0.70%	2975	24895	24960 Lb	
DAVENPORT	3		500	4000	3985 Lb	(74%)
KOST ASH	2		175	1400	1400 Lb	(26%)
MasterAir AE90	1	0%	0.50	27.00	NA Oz	
Glen7500	2	0%	2.00	108.00	NA Oz	
WATER			35.00	168.6	NA Ga	
Total moisture:					111.7 Ga	

198 29 Rox CY

Item 137

J.R. PERCIE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: CITY OF BAXTER

DATE: 10/24/2025
REVISED 1/7/2026
REVISED AGAIN 5/18/2026
NUMBER 137

PROJECT: DESIGN ROAD IMPROVEMENTS

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
FILL CULVERT ON WEST SIDE OF 371 WITH CONCRETE				
COST OF JENSSEN CONCRETE PUMPING	LS	1	$600.00	$600.00
COST OF FLOWABLE FILL FROM HENGEL	LS	1	$800.93	$800.93
MORTAR BIX FOR BULK HEAD	BAGS	8	$15.57	$124.56
6" PVC PIPE	LF	20	$4.76	$95.20
EXCAVATOR WITH GPS	HR	2	$392.00	$784.00
COMPACTOR	HR	2	$140.00	$280.00
SUPPORT EQUIPMENT	HR	1	$125.42	$125.42
FOREMAN	HR	2	$130.00	$260.00
LABOR	HR	2	$120.00	$240.00
OPERATOR	HR	4	$125.00	$500.00
10% MARKUP ON JESSEN	LS	1	$60.00	$60.00
10% MARKUP ON MATERIALS	EA	1	$102.07	$102.07
				$3,972.18

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

Item 21.

Eull's Manufacturing
3187 Labeaux Ave NE
St. Michael, MN 55376

763-497-2742

Invoice Date: 09/18/2025

Bill To: J R FERCHE CONSTRUCTION
13265 25TH AVE NW PO BOX 129
RICE, MN 56367

Ship To: J R FERCHE CONSTRUCTION
Design Rd & Golf Course Dr N
Baxter, MN 56425

Customer #	Salesperson	PO Number	Shipping Method	Ship To Phone	Terms
JRFERCHECO	Andrew Aakre	Baxter			N30

Quantity	Item #	Description	Unit Price	Amount
100.00	EUSW27X2	27 X 2 MANHOLE RINGS	$20.90 each	$2,090.00
42.00	EUSWTCC4250	20/ Bundle TCC 4250 MORTAR MIX	$14.50 each	$609.00
1.00	AAPALLETSTCC	42 pallet as of 2025 PALLETS TCC	$30.00 each	$30.00
1.00	AADELIVERY	DELIVERY CHARGE	$300.00 each	$300.00

Mortar Mix 15 57 Per Bag

3109
5

Thank you for your business

Subtotal	$3,029.00
Freight	$0.00
Miscellaneous	$0.00
Sales Tax Amount	$0.00
Discount	$0.00
Total	$3,029.00
Amount Received	$0.00
Net Due	$3,029.00

Needs Sales Tax Adjustment
Theresa Order

Hengel

12883 Upper Sylvan Road, Pillager, MN 56473
(218) 749-3355
www.hengelreadymix.com
info@hengelreadymix.com

POSTED Your Solid Choice!

DATE	CUSTOMER NO.	CUSTOMER P.O. NO.	PROJECT	MIX	CASH / CHARGE
10/06/25	JRFERCHE		SAMTER/CW	FLOW	COD

NAME: JR PERCHE
13265 25TH AVE NW
PO BOX 129

PROJECT
WEST SIDE OF TACO BELL

QUANTITY	PRODUCT ID	PRODUCT NAME	DISC.	UNIT PRICE	EXTENDED
4.00 CY	FLOW	FLOWABLE FILL	Y	178.00	712.00
1.00 PL	DELIVERY	MN RETAIL DELIV FEE		0.50	0.50
1.00 LD	ENVIRO	ENVIROMENTAL FEE	Y	30.00	30.00

TIME	PLANT	DRIVER	TRUCK	LOAD	ORDERED	DELIVERED
11:54AM	001	DAVE SR	98	1	4.00	4.00

LEFT PLANT | SLUMP | AIR

ARRIVE JOB

LEFT JOB

RETURN PLANT

INSPECTOR

WARNING
IRRITATING TO THE SKIN AND EYES
Contains Portland cement. Wear rubber gloves and gloves.
PROLONGED CONTACT MAY CAUSE BURNS:
Avoid contact with eyes and prolonged contact with skin. In case of contact with skin or eyes, flush thoroughly with water. If irritation persists, get medical attention.
KEEP CHILDREN AWAY

SUB TOTAL	742.50
STATE TAX	51.01
COUNTY TAX	3.71
CITY TAX	3.71
TOTAL	800.93

JOB RUNNING TOTAL 800.93

INVOICE No. 38475

Received by:

4.00 INVOICE No.

Tkt#: 38475

Description	Bin	Moist/Abs.	Design.	Target	Actual
WASHED SAND	1	3.30/0.70%	2900	11983	11960 Lb
ASH GROVE	3		150	600	585 Lb (33%)
KOST ASH	2		300	1200	1215 Lb (68%)
Glen7500	2	0%	2.00	36.00	NA Oz
WATER			48.00	155.8	NA Ga
Total moisture:					36.1 Ga

10% markup
891.03

- Materials
- Concrete
- Lesser
- Labor
- Machine

JESSEN
CONCRETE PUMPING LLC

10324 30th Street, Ft. Ripley, MN 56449
(218) 831-1185

DATE: 10/6/25

CONTRACTOR: J.R. Ferche construction
P.O. Box 129
Rice, MN 56367

JOB SITE: Design Road & 371

CONCRETE COMPANY: Hengel

ODOMETER START: ODOMETER END:

TOTAL MILES ONE WAY:

TIME STARTED: TIME ENDED:

TOTAL HOURS BILLED: minimume charge = $600.00

CUBIC YARDS PLACED:

PRIME FEE: LOSS OF EQUIPMENT ON JOB:

AUTHORIZED SIGNATURE:

PAYMENT TYPE: ☐ CASH ☐ CHECK ☒ ON ACCOUNT ☐ CREDIT CARD

CARD TYPE: CARD # EXP DATE CVV#

SIGNATURE:

JESSEN CONCRETE PUMPING IS NOT RESPONSIBLE FOR PHYSICAL OR PROPERTY DAMAGE WITHIN JOB BOUNDARIES. CUSTOMER IS RESPONSIBLE FOR TOWING EXPENSE WITHIN JOB BOUNDARIES. BY SIGNING THIS DELIVERY TICKET, CUSTOMER AGREES TO PAY FOR ALL CHARGES LISTED ABOVE. NON-PAYMENT WILL RESULT IN LEGAL ACTION AGAINST THE CUSTOMER. ALL ACCOUNTS 30 DAYS PAST DUE WILL BE ASSESSED A LATE FEE OF $10.00 PER DAY UNTIL PAYMENT IS RECEIVED IN FULL. RETURNED CHECKS WILL BE ASSESSED $35 CHARGE PLUS BANK FEES AND MUST BE COVERED IN CASH. RETURNED CHECKS NOT COVERED IN 30 DAYS WILL BE PROSECUTED.

Utility Sales and Supply, Inc.

Office 612-385-7529
23230 W. Thomess Blvd. Suite 3
Loretto, MN 55357

Invoice

Date	Invoice #
8/4/2025	3434

Bill To

Ferche Companies
320-393-4625
25th Ave NE
Rice, MN 56367

Ship To

Ferche Companies
Int. of Design Road and Golf Course Dr.
Baxter, MN
Tanner 320-290-0361

P.O. Number	Terms	Rep	Ship Date	Via	City	Job Name/Number
Brian	Net 30	TJI	8/5/2025	Best Way	Baxter, MN	DESIGN RD & 371

Item Code	Quantity	Description	Price Each	Amount
HD items	56	10 PVC SDR26 HW SWR PIPE (G) 14	18.81	1,053.36T
HD items	854	8 PVC SDR26 HW SWR PIPE (G) 14'	12.08	10,316.32T
HD items	680	6 PVC SCH40 PIPE SWB 10'	4.43	3,012.40T
HD items	4	10X6 SDR26 HW X SCH40 WYE GXH ***GPK ONLY***	389.22	1,556.88T
HD items	5	8X6 HW SDR26 X SCH40 WYE GXH ***GPK ONLY***	42.83	714.15T
HD items	15	8 PVC SCH40 DWV WYE HXH P009-060	94.62	1,419.30T
HD items	24	6 PVC SCH40 DWV 45 HXSP ***GPK ONLY***	55.94	1,342.56T
HD items	11	6 SCH40 DWV FEMALE ADPT HUB WELDED HUB X FIPT ***GPK ONLY***	50.77	558.47T
HD items	11	6 PVC SWR CLEANOUT PLUG MIPT ***GPK ONLY***	23.28	256.08T
HD items	0	**BO THIS WEEK***6 PVC SCH40 DWV 45 HXH ***GPK ONLY***	59.88	0.00T
HD items	0	**BO THIS WEEK***6 PVC SCH40 DWV 22-1/2 HXH P324-060	93.64	0.00T
HD items	5	A-1 15" F&C MK. SEWER USA	145.11	725.55T
HD items	6	NDS 113BCS 14X19 IRR. BOX	104.03	624.18T
HD items	7	6058-66RC 6 CU/YCKCI/PVC CPLG STRONGBACK AIS	90.70	634.90T
HD items	140	10 PVC C900 DR18 PIPE 20' GSKT PC235	28.90	4,046.00T
HD items	100	6 PVC C900 DR18 PIPE 20' GSKT PC235	11.22	1,122.00T
HD items	3	90° WB67 DDP AIS HYD 22" BO 6MJ 3W NST #5 NUT OL M4104 RED	5,644.01	16,932.03T
HD items	20	1 PVC SCH40 PIPE SWB 20'	0.56	11.20T
HD items	3	4' FLEXSTAKE HYDRANT MARKER (COMPLETE ASSEMBLY-HINGED W/LO GO APPLIED)	35.53	106.59T
HD items	3	10 AFC 2510MM AIS MJ RW GV OL DI BODY L/A 2510ALAFMMU-D	3,467.70	10,403.10T
HD items	2	10 A2361-23 MJ RW GV OL L/ACC	3,467.70	6,935.40T
HD items	4	6 AFC 2506MM AIS MJ RW GV OL DI BODY L/A 2506ALAFMMU-D	1,417.78	8,506.68T
HD items	11	"G" VALVE BOX WATER ASSY DOM	480.90	5,289.90T
HD items	11	6850-50 25T TOP SECT T	0.00	0.00T
HD items	11	#60 SCREW VLV BOX 24 EXTENSION ONLY		0.00T

we will have multiple copies of this invoice with various items highlight the pertain to each section of the change order

Your business is greatly appreciated.

Total

Stock PVC CAP 35
2" metal Coupling 10.74
80

1.65 2" PVC Fem Stock

Item 138

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: CITY OF BAXTER

DATE: 10/22/2025
REVISED 1/7/2026
REVISED AGAIN 5/18/2026
NUMBER 138

PROJECT: DESIGN ROAD IMPROVEMENTS

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
REPAIR BREMER'S LIGHT DMAGED BY THE SMALL UTLITY COMPANY				
HOLDEN LABOR	HR	2	$125.00	$250.00
HOLDEN MATERIAL (LIGHT)	EA	1	$255.00	$255.00
10% MARK UP	LS1	1	$50.50	$50.50
				$555.50

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

Cost Codes: 70448-S. | Print Landscape if possible: Yes | Show Inventory: Description | Show Cost Type Totals: All | Labor Detail

Repair damaged light at Bremer bank

Page 1
10/15/25 07:17
V0 25.2.0.1.25M06

Job Detail Report
HOLDEN ELECTRIC
10/15/2025

Job: 70448-S

70448S-BREMBANK-RPLC SGN LGHT
7558 DESIGN RD
BAXTER, MN 56425

Contract:	0.00
Change Orders:	0.00
Revised:	0.00
Prev. Billed:	0.00
Open:	0.00

Cat.	Description	Date	Invoice	P.O.	Contract Amount	Billings To Date	Cost Actual	Cost Budget	Cost Overrun	Hours Actual	Hours Budget	Hours Over	Quantity	Bill @	Date Posted	Billing Cycle
	M	10/3/2025	S009619978.001	70448-K1	RAB X17XFU80		103.07						1		10/6/2025	
					VIKING ELECTRIC SUPPLY INC											
	L	10/3/2025	J		HANK R VIRNIG		94.92			2.00				131.50	10/7/2025	
	T	10/3/2025	J		FICA, FUTA, SUTA, Workers Comp		10.25								10/7/2025	
					HANK R VIRNIG											
	M	10/6/2025	S009620090.001	70448-K1	RAB X17XFU80		103.07						1		10/7/2025	
					VIKING ELECTRIC SUPPLY INC											
	F				Fringes		67.97			0.00						
			Labor				94.92		94.92	2.00		2.00				
			Burden				10.25		10.25							
			Fringes				67.97		67.97							
			Material				206.14		206.14							
			Job 70448-S Totals		0.00	0.00	379.28	0.00	379.28	2.00	0.00	2.00				
			Labor				94.92		94.92	2.00		2.00				
			Burden				10.25		10.25							
			Fringes				67.97		67.97							
			Material				206.14		206.14							

mat = $206
tx $14.23
$222.00
15% 33
$255.00

2.00

$250

Total $505.00

Item 139

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: CITY OF BAXTER

DATE: 10/24/2025
REVISED 1/7/2026
REVISED AGAIN 5/18/2026
NUMBER 139

PROJECT: DESIGN ROAD IMPROVEMENTS

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
REPAIR SITE IRRIGATION				
LANDWERX LABOR	HR	244	$120.00	$29,280.00
LANDWERX MATERIALS	LS	1	$16,735.00	$16,735.00
200 EA HEADS				
2675 LF PIPE				
10 EA VALVE BOXES				
7 EA VALVES				
310 LF 4" PVC CONDUITS				
PROJECT ALLOWANCE	LS	-1	$11,500.00	-$11,500.00
10% MARKUP ON LANDWREX	LS	1	$3,451.50	$3,451.50
EXCAVATION FOR CROSSING				
MINI EXCAVATOR	HR	16	$55.39	$886.24
SKIDSTEER	HR	11	$56.25	$618.75
FOREMAN	HR	5.25	$130.00	$682.50
OPERATOR	HR	27	$125.00	$3,375.00
LABOR	HR	7.5	$125.00	$937.50
				$44,466.49

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

Invoice

LANDWERX

LANDWERX EXCAVATING
16035 Carlson Lake Rd.
Brainerd, MN 56401
+13203609269
landwerx@hotmail.com

BILL TO
JR Ferche
P.O. Box: 129
Rice, MN 56367

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
3846	10/08/2025	$46,015.00	Net 30	

P.O. NUMBER
Design Rd. Baxter

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
09/30/2025	Labor Provided	Irrigation Line Repairs	244	120.00	29,280.00
09/30/2025	Irrigation System	Irrigation System Materials	1	16,735.00	16,735.00

SUBTOTAL	46,015.00
TAX	0.00
TOTAL	46,015.00
BALANCE DUE	**$46,015.00**

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

138 Heads
2675 Pipe
10 Valve Bore
7 Valves
misc wire & Access
310 - 4" Conduit & Fittings

Item 140

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: City of Baxter
13190 Memorywood Dr
Baxter, Mn 56425

DATE: 5/18/2026

NO # TBD

PROJECT: DESIGN ROAD AND 371 IMPROVEMENTS

DESCRIPTION: REINSTALL SEWER SERVICE FOR BREMER BANK

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
CREW TIME	HR	2	$2,000.00	$4,000.00
FREIGHT	LS	1	$300.00	$300.00
PIPE AND FITTINGS	LS	1	$821.96	$821.96

	SUB TOTAL	$5,121.96
0.0000%	SALE TAX	$0.00
	TOTAL	$5,121.96

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

Item 141

J.R. FERCHE INC Excavating RICE, MN

CHANGE ORDER

CUSTOMER: City of Baxter
13190 Memorywood Dr
Baxter, Mn 56425

DATE: 10/24/2025

NO # TBD

PROJECT: DESIGN ROAD AND 371 IMPROVEMENTS

DESCRIPTION: FURNISH AND INSTALL NON DRAINING SEATS IN THE HYDRANTS

ITEM DESCRIPTION	UNIT	EST QTY	PRICE	AMOUNT
HYDRANT ALTERATIONS	EA	3	$1,425.00	$4,275.00

	SUB TOTAL	$4,275.00
0.0000%	SALE TAX	$0.00
	TOTAL	$4,275.00

An Equal Opportunity Employer
Office: 320-393-4625 Fax: 320-393-2711
13265 25th Avenue NW; PO Box 129; Rice, MN 56367

BLANK PAGE

ENGINEERS ESTIMATE
REV-03

2025 DESIGN ROAD IMPROVEMENTS REV-03

BAXTER, MN

PROJECT AREA - DESIGN ROAD FROM DELLWOOD DRIVE TO GOLF COURSE DRIVE

Tuesday, May 19, 2026

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	SP 230-080-002 & SP 1810-120		CITY OF BAXTER NON-PARTICIPATING		PROJECT TOTAL	
					EST QUANTITY	TOTAL COST	EST QUANTITY	TOTAL COST	EST QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	$188,010.00	0.97	$182,369.70	0.03	$5,640.30	1	$188,010.00
2	2101.502	GRUBBING	EACH	$150.00						
3	2104.502	REMOVE BOLLARD	EACH	$400.00			5	$2,000.00	5	$2,000.00
4	2104.502	REMOVE CASTING	EACH	$300.00	10	$3,000.00			10	$3,000.00
5	2104.502	SALVAGE CASTING	EACH	$400.00	2	$800.00			2	$800.00
6	2104.502	REMOVE LIGHT FOUNDATION	EACH	$500.00	2	$1,000.00			2	$1,000.00
7	2104.502	REMOVE SIGN	EACH	$60.00	7	$420.00			7	$420.00
8	2104.502	SALVAGE SIGN	EACH	$60.00	4	$240.00			4	$240.00
9	2104.502	SALVAGE SIGN TYPE SPECIAL (911)	EACH	$70.00	5	$350.00			5	$350.00
10	2104.502	REMOVE GATE VALVE AND BOX	EACH	$400.00	3	$1,200.00	3	$1,200.00	6	$2,400.00
11	2104.502	REMOVE CURB STOP & BOX	EACH	$250.00	6	$1,500.00			6	$1,500.00
12	2104.502	REMOVE HYDRANT	EACH	$650.00			3	$1,950.00	3	$1,950.00
13	2104.502	REMOVE SANITARY CLEANOUT	EACH	$250.00	2	$500.00			2	$500.00
14	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	$650.00	9	$5,850.00			9	$5,850.00
15	2104.502	REMOVE MANHOLE	EACH	$650.00	4	$2,600.00			4	$2,600.00
16	2104.502	SALVAGE LIGHTING UNIT	EACH	$1,400.00	3	$4,200.00			3	$4,200.00
17	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	$25.00	430	$10,750.00			430	$10,750.00
18	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	$20.00	989	$19,780.00			989	$19,780.00
19	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$11.00	50	$550.00			50	$550.00
20	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.00	1249	$3,747.00			1249	$3,747.00
21	2104.503	REMOVE WATER MAIN	LIN FT	$20.00	173	$3,460.00	77	$1,540.00	250	$5,000.00
22	2104.503	REMOVE CURB AND GUTTER	LIN FT	$7.00	2713	$18,991.00			2713	$18,991.00
23	2104.503	REMOVE CURB	LIN FT	$7.00	135	$945.00			135	$945.00
24	2104.503	REMOVE SANITARY SERVICE PIPE	LIN FT	$10.00	382	$3,820.00			382	$3,820.00
25	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	$7.00	246	$1,722.00			246	$1,722.00
26	2104.503	SALVAGE FENCE (6' CHAIN LINK)	LIN FT	$20.00						
27	2104.504	REMOVE CONCRETE PAVEMENT (DEPTH VARIES) (NO REINF.)	SQ YD	$15.00	185	$2,775.00			185	$2,775.00
28	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	$10.00	1953	$19,530.00			1953	$19,530.00
29	2104.504	REMOVE BITUMINOUS PAVEMENT (DEPTH VARIES)	SQ YD	$5.95	6091	$36,241.45			6091	$36,241.45
30	2106.507	EXCAVATION - COMMON	CU YD	$32.00	1234	$39,488.00			1234	$39,488.00
31	2106.507	COMMON EMBANKMENT (CV)	CU YD	$1.00	493	$493.00			493	$493.00
32	2130.523	WATER	MGALLON	$50.00	7.75	$387.50			7.75	$387.50
33	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	$48.00	1132	$54,336.00			1132	$54,336.00
34	2301.504	CONCRETE PAVEMENT 8"	SQ YD	$110.00	48	$5,280.00			48	$5,280.00
35	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$92.00	647	$59,524.00			647	$59,524.00
36	2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON	$86.00	647	$55,642.00			647	$55,642.00
37	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL	TON	$100.00	647	$64,700.00			647	$64,700.00
38	2501.602	REMOVE BULKHEAD	EACH	$3,200.00	1	$3,200.00			1	$3,200.00
39	2502.503	15" RC PIPE DRAIN CLASS II	LIN FT	$100.00	153	$15,300.00			153	$15,300.00
40	2503.503	18" RC PIPE SEWER CLASS II	LIN FT	$107.00	47	$5,029.00			47	$5,029.00
41	2503.503	36" RC PIPE SEWER CLASS II	LIN FT	$164.00	88	$14,432.00			88	$14,432.00
42	2503.503	42" RC PIPE SEWER CLASS II	LIN FT	$220.00	22	$4,840.00			22	$4,840.00
43	2503.503	60" RC PIPE SEWER CLASS II	LIN FT	$365.00	1501	$547,865.00			1501	$547,865.00
44	2503.503	60" RC PIPE SEWER DESIGN 3006 CLASS V - JACKED	LIN FT	$2,920.00	144	$420,480.00			144	$420,480.00
45	2503.601	TRACING WIRE SYSTEM (SANITARY)	LUM SUM	$5,000.00	1	$5,000.00			1	$5,000.00
46	2503.602	CONNECT TO EXISTING SANITARTY SEWER	EACH	$3,000.00	4	$12,000.00			4	$12,000.00
47	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	$3,000.00	4	$12,000.00			4	$12,000.00
48	2503.602	CONNECT TO EXSITING SANITARY SEWER SERVICE	EACH	$650.00	9	$5,850.00			9	$5,850.00
49	2503.602	CONSTRUCT BULKHEAD	EACH	$4,500.00	1	$4,500.00			1	$4,500.00
50	2503.602	6" CLEAN-OUT ASSEMBLY	EACH	$750.00	13	$9,750.00			13	$9,750.00
51	2503.602	6" PVC WYE	EACH	$400.00	2	$800.00			2	$800.00
52	2503.602	8"X6" PVC WYE	EACH	$450.00	5	$2,250.00			5	$2,250.00
53	2503.602	10"X6" PVC WYE	EACH	$1,500.00	2	$3,000.00			2	$3,000.00
54	2503.603	CLEAN AND VIDEO TAPE STORM PIPE SEWER	LIN FT	$2.00	2107	$4,214.00			2107	$4,214.00
55	2503.603	CLEAN AND VIDEO TAPE EXISTING PIPE SEWER	LIN FT	$2.00	1688	$3,376.00			1688	$3,376.00
56	2503.603	CLEAN AND VIDEO TAPE PROPOSED PIPE SEWER	LIN FT	$7.00	1019.15	$7,134.05			1019.15	$7,134.05
57	2503.603	8" PVC PIPE SEWER	LIN FT	$67.00	810	$54,270.00			810	$54,270.00
58	2503.603	10" PVC PIPE SEWER	LIN FT	$100.00	15	$1,500.00			15	$1,500.00
59	2503.603	6" PVC SANITARY SERVICE PIPE	LIN FT	$35.00	595	$20,825.00			595	$20,825.00
60	2503.601	TRACING WIRE SYSTEM (WATER)	LUM SUM	$5,000.00	1	$5,000.00			1	$5,000.00
61	2503.604	2" INSULATION	SQ YD	$40.00	104	$4,160.00			104	$4,160.00
62	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	$12,000.00	1	$12,000.00			1	$12,000.00
63	2504.601	WATERMAIN REPLACEMENT NO. 1	LUMP SUM	$9,000.00						
64	2504.601	WATERMAIN REPLACEMENT NO. 2	LUMP SUM	$9,000.00						
65	2504.601	WATERMAIN REPLACEMENT NO. 3	LUMP SUM	$9,000.00						
66	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	$1,750.00	5	$8,750.00	3	$5,250.00	8	$14,000.00
67	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	$750.00	6	$4,500.00			6	$4,500.00
68	2504.602	HYDRANT	EACH	$6,700.00			3	$20,100.00	3	$20,100.00
69	2504.602	6" GATE VALVE & BOX	EACH	$2,850.00	2	$5,700.00	1	$2,850.00	3	$8,550.00
70	2504.602	10" GATE VALVE & BOX	EACH	$5,400.00	3	$16,200.00	3	$16,200.00	6	$32,400.00
71	2504.602	1 1/2" CORPORATION STOP	EACH	$850.00	6	$5,100.00			6	$5,100.00
72	2504.602	1 1/2" CURB STOP & BOX	EACH	$950.00	6	$5,700.00			6	$5,700.00
73	2504.603	1 1/2" TYPE PE PIPE	LIN FT	$40.00	288	$11,520.00			288	$11,520.00
74	2504.603	6" PVC WATERMAIN	LIN FT	$65.00			48	$3,120.00	48	$3,120.00
75	2504.603	10" PVC WATERMAIN	LIN FT	$85.00	271.5	$23,077.50			271.5	$23,077.50
76	2504.604	2" INSULATION	SQ YD	$40.00	104	$4,160.00			104	$4,160.00
77	2504.607	WATERMAIN EXPLORATORY EXCAVATION	HOUR	$100.00			7	$700.00	7	$700.00
78	2504.608	DUCTILE IRON FITTINGS	POUND	$1.00	1154	$1,154.00	274	$274.00	1428	$1,428.00
79	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	EACH	$4,000.00	3	$12,000.00			3	$12,000.00
80	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	$550.00	9	$4,950.00			9	$4,950.00
81	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	$625.00	15.8	$9,875.00			15.8	$9,875.00
82	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	$800.00	31.2	$24,960.00			31.2	$24,960.00
83	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	LIN FT	$1,500.00	28.5	$42,750.00			28.5	$42,750.00
84	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	LIN FT	$2,350.00	36.1	$84,835.00			36.1	$84,835.00
85	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$625.00	22.5	$14,062.50			22.5	$14,062.50
86	2506.502	CASTING ASSEMBLY	EACH	$1,350.00	26	$35,100.00			26	$35,100.00
87	2506.502	INSTALL CASTING	EACH	$400.00	2	$800.00			2	$800.00
88	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (7'X7')	EACH	$30,000.00	2	$60,000.00			2	$60,000.00
89	2506.602	ADJUST FRAME AND RING CASTING	EACH	$450.00	2	$900.00			2	$900.00
90	2506.603	SANITARY MANHOLE EXCESS DEPTH	LIN FT	$250.00	6.7	$1,675.00			6.7	$1,675.00
91	2531.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	$24.00	1687	$40,488.00			1687	$40,488.00
92	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	$39.00	642	$25,038.00			642	$25,038.00
93	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$28.00	2182	$61,096.00			2182	$61,096.00
94	2531.503	CONCRETE CURB AND GUTTER DESIGN S518	LIN FT	$38.00	58	$2,204.00			58	$2,204.00
95	2531.504	CONCRETE MEDIAN	SQ YD	$90.00						

96	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$105.00	265	$27,825.00			265	$27,825.00
97	2540.602	MAIL BOX SUPPORT	EACH	$425.00	2	$850.00			2	$850.00
98	2545.602	RECONSTRUCT LIGHT FOUNDATION	EACH	$5,000.00	1	$5,000.00			1	$5,000.00
99	2545.602	INSTALL LIGHTING UNIT	EACH	$1,700.00	2	$3,400.00			2	$3,400.00
100	2557.603	INSTALL FENCE	LIN FT	$50.00						
101	2563.601	TRAFFIC CONTROL	LUMP SUM	$47,000.00	0.97	$45,590.00	0.03	$1,410.00	1	$47,000.00
102	2564.502	INSTALL SIGN PANEL TYPE SPECIAL	EACH	$300.00	5	$1,500.00			5	$1,500.00
103	2564.518	SIGN TYPE C	SQ FT	$70.00	50	$3,500.00			50	$3,500.00
104	2564.602	INSTALL SIGN	EACH	$550.00	8	$4,400.00			8	$4,400.00
105	2571.502	CONIFEROUS TREE 6' HT B&B	EACH	$1,300.00						
106	2571.502	DECIDUOUS TREE 6' HT B&B	EACH	$1,100.00	2.45	$2,695.00			2.45	$2,695.00
107	2573.502	STORM DRAIN INLET PROTECTION	EACH	$250.00	20	$5,000.00			20	$5,000.00
108	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	$6,000.00	1	$6,000.00			1	$6,000.00
109	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	$3.25	748	$2,431.00			748	$2,431.00
110	2574.505	SOIL BED PREPARATION	ACRE	$1,600.00	1.38	$2,208.00			1.38	$2,208.00
111	2575.505	SEEDING	ACRE	$1,100.00	1.38	$1,518.00			1.38	$1,518.00
112	2574.508	FERTILIZER TYPE 3	POUND	$1.75	545	$953.75			545	$953.75
113	2575.508	HYDRAULIC ORGANIC FIBER MATRIX	POUND	$1.75	4900	$8,575.00			4900	$8,575.00
114	2575.608	SEED OATS	POUND	$5.50	25	$137.50			25	$137.50
115	2575.608	SEED TURF GRASS	POUND	$5.50	573	$3,151.50			573	$3,151.50
116	2574.609	COMMON TOPSOIL BORROW	CU YD	$50.00	242	$12,100.00			242	$12,100.00
117	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	$1.65	5850	$9,652.50			5850	$9,652.50
118	2575.523	WATER	MGALLON	$70.00	80	$5,600.00			80	$5,600.00
119	2582.503	4" DOUBLE SOLID LINE PAINT (YELLOW)	LIN FT	$4.50	1400	$6,300.00			1400	$6,300.00
120	2582.503	4" BROKEN LINE PAINT (YELLOW)	LIN FT	$2.50	150	$375.00			150	$375.00
121	2582.503	6" SOLID LINE PAINT (WHITE)	LIN FT	$3.50	380	$1,330.00			380	$1,330.00
		ALLOWANCE								
122		REPAIR SPRIKLER SYSTEM ALLOWANCE	LUMP SUM	$11,500.00			1	$11,500.00	1	$11,500.00
		CHANGE ORDER #1								
1	2021.501	MOBILIZATION	LUMP SUM	($188,010.00)	0.97	($182,369.70)	0.03	($5,640.30)	1	($188,010.00)
35	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	($92.00)	647	($59,524.00)			647	($59,524.00)
36	2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON	($86.00)	647	($55,642.00)			647	($55,642.00)
37	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL	TON	($100.00)	647	($64,700.00)			647	($64,700.00)
91	2531.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	($24.00)	1687	($40,488.00)			1687	($40,488.00)
123	2021.501	MOBILIZATION	LUMP SUM	$206,010.00	0.97	$199,829.70	0.03	$6,180.30	1	$206,010.00
124	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$107.00	707.2	$75,670.40			707.2	$75,670.40
125	2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON	$99.00	645.4	$63,894.60			645.4	$63,894.60
126	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL	TON	$114.00	647	$73,758.00			647	$73,758.00
127	2531.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	$40.00	1741	$69,640.00			1741	$69,640.00
		CHANGE ORDER #4								
128	2502.503	ADDITIONAL STORM SEWER INSTALLATION	LUMP SUM	$9,072.01	1	$9,072.01			1	$9,072.01
129	2503.603	SANITARY SEWER SERVICE ADJUSTMENTS	LUMP SUM	$17,074.01	1	$17,074.01			1	$17,074.01
130	2504.601	TEMPORARY WATER ADDITIONAL WORK	LUMP SUM	$36,312.14	1	$36,312.14			1	$36,312.14
131	2504.602	ADJUST HYDRANT	LUMP SUM	$2,264.50			1	$2,264.50	1	$2,264.50
132	2504.602	8" GATE VALVE AND BOX	EACH	$5,005.91			1	$5,005.91	1	$5,005.91
133	2504.602	10" BAND SADDLE	LUMP SUM	$6,964.81	1	$6,964.81			1	$6,964.81
134	2563.601	TRAFFIC CONTROL	LUMP SUM	$20,578.23			1	$20,578.23	1	$20,578.23
135		TEMPORARY SANITARY SEWER LOWER	LUMP SUM	$35,465.55	1	$35,465.55			1	$35,465.55
136		LOW POINT ADJUSTMENT	LUMP SUM	$36,080.23	1	$36,080.23			1	$36,080.23
137		FILL MNDOT CULVERT UNDER 371	LUMP SUM	$3,972.18	1	$3,972.18			1	$3,972.18
138		YARD LIGHT REPAIR	LUMP SUM	$555.50			1	$555.50	1	$555.50
139		REPAIR SPRINKLER SYSTEMS	LUMP SUM	$44,466.49			1	$44,466.49	1	$44,466.49
140		REINSTALL SEWER SERVICE FOR BREMER BANK	LUMP SUM	$5,121.96			1	$5,121.96	1	$5,121.96
141		F&I NON-DRAINING SEAT FOR HYDRANTS	EACH	$1,425.00			3	$4,275.00	3	$4,275.00
ESTIMATED CONSTRUCTION COST:				$2,833,205.77	94.47%	$2,676,663.88	5.53%	$156,541.89	100.00%	$2,833,205.77
				$2,833,205.77		**$2,676,663.88**		**$156,541.89**		**$2,833,205.77**

COST SHARE ALLOCATION	
MNDOT SP 230-080-002 & SP 1810-120	**$2,676,663.88**
CITY OF BAXTER	**$156,541.89**
TOTAL	**$2,833,205.77**

(A) 80% SP 1810-120 FUNDS AND SP 230-080-002 (CAPPED) / 18% STATE SP1810-120 AND CITY SP 230-080-002 (CAPPED) / 2% CITY LOCAL (CAPPED), REMAINING 92% SP 230-080-002 / 8% CITY LOCAL

Per Memo dated February 28,2025 from Juanita Voigt.

92% of the 20% Local Match is eligible for State Aid Funds. Utilizing participation distribution REV 06 dated 12/19/25. The federal eligible amount of $2,440,665.10 results in a 20% match of $488,133.02. Therefore 92% of the Local $488,133.02 results in $449,082.38 being eligible for State Aid reimbursment per meeting with Angie Tomovic on 12-22-2025. MnDOT TH Fund of $480,000 is considered part of the local match as required with the federal grants therfore, the 8% that is inelgible for state aid reimbursement is being covered by TH fund. This is only applicable for the $2,440,665.10 as the $480,000 TH fund is depleted and can not be used for the local match for the contingencies. The remaining 20% local match is eligible for 92% reimbursement from state aid funds the remaining 8% is City Cost that can not be reimbursed with state aid funds.

Low Bid of JR Ferche	$2,537,715.40	
Participating	$2,440,665.10	
Non-Participating	$97,050.30	
Participating		
Federal (MnDOT & ATP3 PROTECT Funds)	$1,952,532.08	
Local Match (TH Funds & City Funds)	$488,133.02	
Non-Participating	$97,050.30	
State Aid Eligible (Construction)	$449,082.38	
State Aid Construction Requested	$8,133.02	
Contingency Cost Breakdown	$235,998.78	
ATP3 PROTECT Fund (Capped at $250,476.56)	$188,799.02	
Local Match	$47,199.76	
92% State Aid		$43,423.78
8% City		$3,775.98
Non-Participating (Exceeding PD)	$59,491.59	
State Aid Engineering Eligiblity	**$655,782.65**	
		Original Bid (PD)
		From Contingency

BLANK PAGE

JR FERCHE BILLING RATE JUSTIFICATION

EQUIPMENT DETAILS FOR CHANGE ORDERS

MACHINE	YEAR	MAKE	MODEL	RENTED/OWNED	ALL RENTAL DAILY	RMS DAILY	RDO DAILY	HEAVY IRON DAILY	AVG	JR FERCHE ADJ RATES	
EXCAVATOR-GPS	2022	KOMATSU	PC390	RENTED	$392.00	$500.50	$620.00	$250.00	$440.63	$392.00	Same
DOZER-GPS	2019	DEERE	750K	RENTED	$250.00	$338.25	$364.00	$200.00	$288.06	$250.00	Same
LOADER	2012	DEERE	744J	RENTED	$265.00	$266.75	$354.00	$112.50	$249.56	$200.00	Adj
COMPACTOR	2019	CAT	CP56B	RENTED	$203.00	$154.00	$165.00	$125.00	$161.75	$140.00	Adj
SUPPORT EQUIPMENT											
JUMPING JACK	2024	BOMAG	BG60	OWNED							
CHOP SAW	2024	STIHL	700	OWNED	$150.00					$125.42	
SKIDSTEER	2022	CAT	289D3	RENTED							
MINI EXCAVATOR	2015	HITACHI	35U	RENTED							
FOREMAN					$130.00						
OPERATOR					$125.00						
LABOR					$120.00						

.40 Cal. for weekly & D

2025 RMS Rental Rates

Model	Cat/Class		Day Updated	Week Updated	4WK Updated
DOZERS					
D37PX-24	DOZER-D37PX		$ 780	$ 1,850	$ 5,500
D39PX-24	DOZER-D39PX		$ 853	$ 2,541	$ 6,358
D51PX-24	DOZER-D51PX		$ 1,470	$ 3,590	$ 8,900
D61PX-24	DOZER-D61PX		$ 2,035	$ 5,010	$ 12,440
D65PX-18	DOZER-D65PX-18 Straight tilt		$ 2,505	$ 6,180	$ 15,380
D65PX-18	DOZER-D65PX-18 W/Power Angle Tilt		$ 2,505	$ 6,180	$ 15,380
D85PX-18	DOZER-D85PX		$ 2,816	$ 7,040	$ 17,600
D155AX-8	DOZER-D155AX		$ 3,812	$ 9,526	$ 23,804
D155AX-8	DOZER-D155AX - with Ripper		$ 4,653	$ 11,633	$ 29,073
INTELLIGENT DOZERS			$ -	$ -	$ -
D39PXi-24	DOZER-D39PXI		$ 1,573	$ 3,927	$ 9,823
D51PXi-24	DOZER-D51PXI		$ 2,167	$ 5,423	$ 13,552
D61PXi-24	DOZER-D61PXI	*	$ 2,706	$ 6,765	$ 16,918
D65PXi-18	DOZER-D65PXI-Straight Tilt		$ 2,904	$ 7,249	$ 18,128
D65PXi-18	DOZER-D65PXI-Power Angle Tilt		$ 3,025	$ 7,568	$ 18,920
D71PXi-24	DOZER-D71PXI-Straight Tilt		$ 3,168	$ 7,931	$ 19,833
D71PXi-24	DOZER-D71PXI-Power Angle Tilt		$ 3,168	$ 7,931	$ 19,833
TopCon Base & Rover	TOPCON-DOZER		$ 523	$ 1,309	$ 3,300
Trucks			$ -	$ -	$ -
HM300-5	TRUCK-HM300		$ 2,500	$ 6,000	$ 16,000
HM400-5	TRUCK-HM400		$ 3,500	$ 8,000	$ 21,000
HM400	TRUCK-HM400 - Water Truck		$ 3,003	$ 7,513	$ 18,788
Wheel Loaders			$ -	$ -	$ -
WA200-8	LOADER-WA200		$ 1,080	$ 2,620	$ 6,480
WA270-8	LOADER-WA270		$ 1,205	$ 2,940	$ 7,300
WA320-8	LOADER-WA320		$ 1,255	$ 3,150	$ 7,800
WA380-8	LOADER-WA380		$ 1,663	$ 4,158	$ 10,395
WA470-8	LOADER-WA470	*	$ 2,134	$ 5,341	$ 13,354
WA475-10	LOADER-WA475		$ 2,780	$ 6,880	$ 17,150
WA480-8	LOADER-WA480		$ 3,070	$ 7,590	$ 18,920
WA500-8	LOADER-WA500		$ 3,730	$ 9,260	$ 23,080
WA500-8	LOADER-WA500-8 Yard Loader		$ 3,894	$ 9,746	$ 24,365
WA600-8	LOADER-WA600		$ 5,790	$ 14,420	$ 36,000
Compact Exavators			$ -	$ -	$ -
PC35MR-5	HYDEXC-PC35MR		$ 505	$ 1,130	$ 2,735
PC55MR-5	HYDEXC-PC55MR		$ 710	$ 1,630	$ 3,935
PC55MR-5	HYDEXC-PC55MR W/Hydraulic Thumb		$ 740	$ 1,715	$ 4,150
PC78US-11	HYDEXC-PC78US		$ 925	$ 2,100	$ 5,145
PC88MR-10	MINEXC-PC88MR		$ 1,060	$ 2,285	$ 6,125
PC88MR-10	MINEXC-PC88MR W/Hydraulic Thumb		$ 1,100	$ 2,390	$ 6,395

INTELLIGENT EXCAVATORS					
PC210LCi-11	HYDEXC-PC210LCI		$ 2,519	$ 6,303	$ 15,763
PC290LCi-11	HYDEXC-PC290LCI		$ 3,377	$ 8,437	$ 21,098
PC360LCi-11	HYDEXC-PC360LCI		$ 3,674	$ 9,174	$ 22,946
PC390LCi-11	HYDEXC-PC390LCI	*	$ 4,004	$ 9,999	$ 25,014
PC490LCi-11	HYDEXC-PC490LCI		$ 4,301	$ 10,780	$ 26,939

EXCAVATORS					
PC130LC-11	HYDEXC-PC130-11 28" shoes, 8'2" Arm		$ 1,250	$ 2,980	$ 7,300
PC130LC-11	HYDEXC-PC130 w/Hyd Thumb or Krypto Klaw		$ 1,390	$ 3,295	$ 8,175
PC130LC-11	HYDEXC-PC130 w/NPK GH7 Hammer	Plus point wear $160/inch	$ 2,035	$ 4,940	$ 12,300
PC138USLC-11	HYDEXC-PC138USLC 24" Shoes, 8'2" arm		$ 1,470	$ 3,525	$ 8,670
PC138USLC-11	HYDEXC-PC138USLC w/Hyd Thumb or Krypto Klaw		$ 1,615	$ 3,840	$ 9,545
PC138USLC-11	HYDEXC-PC138USLC w/NPK GH7 Hammer	Plus point wear $160/inch	$ 2,255	$ 5,485	$ 13,670
PC170LC-11	HYDEXC-PC170LC 28" shoes, 8'7" arm; (Optional arm size 9'6")		$ 1,440	$ 3,440	$ 8,460
PC170LC-11	HYDEXC-PC170LC w/Hyd Thumb of Krypto Klaw		$ 1,585	$ 3,755	$ 9,335
PC170LC-11	HYDEXC-PC170LC w/NPK GH7 Hammer	Plus point wear $160/inch	$ 2,225	$ 5,400	$ 13,460
PC210LC-11	HYDEXC-PC210LC 31.5" Shoes, 9'7" arm		$ 1,580	$ 3,790	$ 9,340
PC210LC-11	HYDEXC-PC210LC w/Hyd Thumb or Krypto Klaw		$ 1,750	$ 4,210	$ 10,410
PC210LC-11	HYDEXC PC210LC w/NPK GH9 Hammer	Plus point wear $185/inch	$ 2,630	$ 6,430	$ 15,940
PC210LC-11	HYDEXC PC210LC w/NPK GH10 Hammer	Plus point wear $185/inch	$ 2,910	$ 7,110	$ 17,650
PC210LC-11	HYDEXC PC210LC w/Drum Mulcher		$ 2,020	$ 4,890	$ 12,100
PC238USLC-11	HYDEXC-PC238USLC 31.5" Shoes, 9'6" Arm		$ 1,700	$ 4,150	$ 10,280
PC240LC-11	HYDEXC-PC240LC 31.5" shoes, 10" Arm (Optional arm size 11'6")		$ 1,775	$ 4,350	$ 10,790
PC240LC-11	HYDEXC-PC240LC w/Hyd Thumb		$ 1,955	$ 4,780	$ 11,860
PC240LC-11	HYDEXC-PC240LC w/Genesis GCP410 Processor		$ 3,235	$ 7,990	$ 19,870
PC240LC-11 Long Front	HYDEXC-PC240 Long Front		$ 2,200	$ 5,500	$ [illegible]

PC290LC-11	HYDEXC-PC290LC 31.5" Shoes, 11'6" Arm (Optional arm size - 10'6")		$ 2,085	$ 5,130	$ 12,826
PC290LC-11	HYDEXC-PC290LC w/Hyd Thumb or Krypto Klaw		$ 2,265	$ 5,560	$ 13,896
PC290LC-11	HYDEXC-PC290LC w/Drum Mulcher		$ 2,725	$ 6,730	$ 16,836
PC290LC-11	HYDEXC-PC290LC w/Drum Mulcher & Power Pack		$ 6,945	$ 10,460	$ 28,776
PC290LC-11 **Long Front**	HYDEXC-PC290-11 Long Front		$ 2,380	$ 5,940	$ 14,860
PC360LC-11	HYDEXC-PC360LC, 33.5" Shoes,13'2" Arm (Optional Arm Size 10'5")		$ 2,570	$ 6,290	$ 15,600
PC360LC-11	HYDEXC-PC360LC w/Genesis GXT665R Shear		$ 5,550	$ 13,730	$ 34,200
PC360LC-11	HYDEXC-PC360LC w/Genesis GDR300 Processor		$ 3,990	$ 9,840	$ 24,490
PC360LC-11	HYDEXC-PC360LC w/Genesis LXP300 Multi Jaw Processor		$ 4,715	$ 11,650	$ 29,000
PC360LC-11	HYDEXC-PC360LC w/Thumb or Krypto Klaw		$ 2,780	$ 6,720	$ 16,880
PC360LC-11	HYDEXC-PC360LC w/NPK GH12 Hammer	Plus point wear $240/inch	$ 4,020	$ 9,910	$ 24,670
PC360LC-11	HYDEXC-PC360LC w/NPK GH15 Hammer	Plus point wear $295/inch	$ 4,465	$ 11,030	$ 27,455
PC390LC-11	HYDEXC-PC390LC 33.5" shoes, 13'2" Arm (Optional arm size 10'5")		$ 2,629	$ 6,567	$ 16,434
PC390LC-11	HYDEXC-PC390LC w/Genesis GXT665R Shear	Wear charge on shear $975/edge plus build up & wear items	$ 5,609	$ 14,007	$ 35,034
PC390LC-11	HYDEXC-PC390LC w/Genesis GDR300 Processor	Wear charge on processor $975/edge plus build up & wear items	$ 2,629	$ 6,567	$ 16,434
PC390LC-11	HYDEXC-PC390LC w/Genesis LXP300 Multi Jaw Processor	Wear charge on processor $975/edge plus build up & wear items	$ 4,774	$ 11,927	$ 29,834
PC390LC-11	HYDEXC-PC390LC w/Hydraulic Thumb or Krypto Klaw		$ 2,839	$ 6,997	$ 17,714
PC390LC-11	HYDEXC-PC390LC w/NPK GH 12 Hammer	Plus point wear $240/inch	$ 4,079	$ 10,197	$ 25,504
PC390LC-11	HYDEXC-PC390LC w/NPK GH 15 Hammer	Plus point wear $295/inch	$ 4,474	$ 11,307	$ 28,289
PC390LC-11 - **Long Front**	HYDEXC-PC390LC Long Front		$ 2,780	$ 6,950	$ 17,390

2025 RMS Rental Rates

PC490LC-11	HYDEXC-PC490LC 35.5" shoes, 11'1" arm (Optional arm sizes 13'1" or 15'9")		$ 3,385	$ 8,300	$ 20,620
PC490LC-11	PC490LC-11 with Hydraulic Thumb or Krypto Klaw		$ 3,605	$ 8,845	$ 21,970
PC490LC-11	PC490LC-11 with NPK GH18 Hammer	Plus point wear $370/inch	$ 5,775	$ 14,280	$ 35,570
PC650LC-11	HYDEXC-PC650LC 36" shoes, 17'1" arm (Optional Arm Length 14'1")		$ 5,250	$ 12,990	$ 32,340
PC800LC-8	HYDEXC-PC800LC Tier 3, 40" track w/18'4" arm (Optional arm length 15'1")		$ 4,720	$ 11,800	$ 29,500
Graders					
GD655-7	GRADER-GD655		$ 1,848	$ 4,620	$ 11,550
Cranes					
RT650E	CRANE-RT650E 105 Ft Boom		$ 1,881	$ 4,708	$ 11,770
RT770E-2	CRANE-RT770E 138 Ft Boom		$ 2,332	$ 5,830	$ 14,586
Soil Compactors		Drum Width			
BMP 8500	ROLLER-BMP8500	24"-33.5"	$ 358	$ 897	$ 2,233
BW 124 DH-5	ROLLER-48SD	47.25"	$ 561	$ 1,408	$ 3,520
BW 124 PDH-5	ROLLER-48PD	47.25"	$ 600		$ 3,740
BW 145 D-5	ROLLER-54 SD	56.25"	$ 616	$ 1,540	$ 3,850
BW 145 PDH-5	ROLLER-54 PD	56.25"	$ 682	$ 1,716	$ 4,290
BW 177 D-5	ROLLER-66 SD	66.5"	$ 847	$ 2,112	$ 5,280
BW 177 PDH-5	ROLLER-66 PD	66.5"	$ 935	$ 2,332	$ 5,830
BW 211 D-5/BW 213 D-5	ROLLER-84 SD ROPS	84" ROPS	$ 1,128	$ 2,816	$ 7,040
BW 211 D-5/BW 213 D-5	ROLLER-84 SD CAB	84" Cab	$ 1,232	$ 3,080	$ 7,700
BW 211 PDH-5	ROLLER-84 PD ROPS	84" ROPS	$ 1,232	$ 3,080	$ 7,700
BW 211 PDH-5	ROLLER-84 PD CAB	84" Cab	$ 1,298	$ 3,256	$ 8,140
BW 213 PDH-5	ROLLER-84 PD ROPS	84" ROPS	$ 1,232	$ 3,080	$ 7,700
BW 213 PDH-5	ROLLER-84 PD CAB	84" Cab	$ 1,298	$ 3,256	$ 8,140
RX-300e	MILL-RX300	48"	$ 4,400	$ 11,000	$ 27,500
Asphalt Rollers		Drum Width			
BW120SL	ROLLER-BW120SL	47"	$ 330	$ 814	$ 2,035
BW120AD	ROLLER-BW120AD	47"	$ 341	$ 858	$ 2,145
BW120AC	ROLLER-BW120AC	47" Combi	$ 418	$ 1,056	$ 2,640
BW138AD	ROLLER-BW138AD	54"	$ 825	$ 2,068	$ 5,170
BW138AC	ROLLER-BW138AC	54" Combi	$ 968	$ 2,420	$ 6,050
CC6200	ROLLER-84 DD	84"	$ 880	$ 2,200	$ 5,500
BW206AD	ROLLER-BW206AD	84"	$ 1,214	$ 3,036	$ 7,590

2026 RENTAL RATES

JOHN DEERE COMPACT EXCAVATORS

MODEL	HP	OP. WEIGHT (LBS.)	DIG DEPTH	WEEK	MONTH
17P	15	3,790	7' 2"	$1,000	$2,100
26P	20	6,110	8' 6"	$1,100	$2,400
30P	23	7,220	9' 2"	$1,200	$2,600
35P	23	8,715	11' 4"	$1,300	$2,900
50P	36	11,350	12' 7"	$1,600	$3,500
60P	53	13,690	13' 6"	$1,800	$3,900

JOHN DEERE COMPACT TRACK LOADERS

MODEL	HP	OP. WEIGHT (LBS.)	OP. CAPACITY (LBS.)	WEEK	MONTH
317G	61	8,423	2,125	$1,600	$3,400
325G	70	9,500	2,590	$1,800	$4,000
331P	95	11,914	3,150	$2,000	$4,300
333P	106	12,300	3,850	$2,200	$4,800
335P	115	12,320	4,025	$2,700	$6,000

JOHN DEERE SKID STEERS

MODEL	NET HP	OP. WEIGHT (LBS.)	OP. CAPACITY (LBS.)	WEEK	MONTH
318G	61	6,542	1,945	$900	$2,000
320G	66	7,150	2,190	$1,000	$2,200
324G	70	7,700	2,690	$1,100	$2,500
330P	95	9,930	2,950	$1,400	$3,000
334P	115	10,264	4,000	$1,700	$3,600
ATTACHMENTS					
Pallet Forks				$200	$500
Hydraulic Hammer				$900	$2,300
Auger				$500	$1,200
Level Best (Technology not included)				$1,600	$3,800
Leveling Bar				$500	$1,300
Broom*				$800	$2,000
Cold Planer*				$1,600	$4,000
Grapple Bucket				$700	$1,700
Light Material (Snow Bucket)				$400	$1,000
Snow Blower*				$800	$1,900
Harley Power Rake				$900	$2,300
Trencher*				$900	$2,100

*Installation on the machine is extra. Purchase wear items if worn.

JOHN DEERE BACKHOES

MODEL	HP	OP. WEIGHT (LBS.)	DIG DEPTH	WEEK	MONTH
310SL	103	15,872	18' 2"	$1,700	$4,300
310SL HL	113	16,571	18' 2"	$1,800	$4,500
320P	113	15,754	18' 2"	$1,700	$4,300
410P	116	17,582	19' 8"	$1,900	$4,600
710P	148	25,790	21' 9"	$2,500	$6,200

JOHN DEERE CRAWLER DOZERS .40 Calc.

MODEL	OP. WEIGHT (LBS.)	HP	WEEK	MONTH
550P	20,115	92	$2,300	$5,700
650P	22,484	104	$2,400	$6,000
700P	32,088	135	$3,200	$8,000
750P	40,040	175	$4,700	$11,700
850P	51,365	225	$6,300	$15,800
850X	51,765	225	$6,800	$17,000
950P	73,700	265	$9,500	$21,000
1050P	94,580	354	$10,600	$23,500
CRAWLER DOZER ATTACHMENTS				
Ripper or Winch			$700	$1,600

GPS Machine Control
6500.00 Per month

JOHN DEERE ARTICULATED DUMP TRUCKS

MODEL	HP	PAYLOAD	CAPACITY (CU. YDS.)	WEEK	MONTH
260P	321	53,334	19.6	$7,000	$15,500
310P	354	62,005	22.9	$7,700	$17,000
410P	441	82,157	30.0	$9,000	$20,000
460P	461	92,197	32.9	$9,900	$22,000

JOHN DEERE MOTOR GRADERS

MODEL	TORQUE RISE	OP. WEIGHT (LBS.)	HP	WEEK	MONTH
672G/P	50%	44,537	255	$5,400	$13,500
772G/P	50%	45,825	275	$5,800	$14,500
872G/P	46%	47,650	300	$6,800	$17,000

JOHN DEERE EXCAVATORS .45 Calc.

MODEL	OP. WEIGHT (LBS.)	DIG DEPTH	HP	WEEK	MONTH
75P	18,559	15' 3"	68	$1,700	$4,300
85P	19,445	14' 10"	68	$1,900	$4,800
130P	29,531	19' 9"	98	$2,400	$6,000
135P	31,526	20' 0"	101	$2,800	$6,900
160P	39,526	21' 4"	122	$2,900	$7,200
200G	45,170	23' 2"	146	$3,000	$7,500
210P	51,551	21' 10"	157	$3,100	$7,800
230P	55,705	21' 10"	170	$3,300	$8,100
245P	56,218	21' 8"	159	$3,400	$8,400
250P	60,600	25' 0"	188	$3,500	$8,800
260P	60,255	25' 7"	202	$3,600	$9,000
300P	68,674	25' 10"	223	$4,300	$10,700
345P	78,705	24' 10"	249	$4,600	$11,500
350P	80,985	26' 10"	271	$4,800	$12,000
380P	85,462	26' 10"	271	$5,200	$13,000
510P	111,885	27' 2"	367	$8,100	$18,000
670P	154,103	30' 0"	463	$11,500	$25,500
870P	188,716	31' 5"	512	$14,400	$32,000

JOHN DEERE HYDRAULIC HAMMERS WITH CARRIER

MODEL	HAMMER MODEL	CARRIER WEIGHT	FT. LB. CLASS	WEEK	MONTH
318G	RHB 304-6	7,000	550	$1,900	$4,600
310SL	RHB 306-6	16,064	1,200	$3,500	$8,600
160P	RHB 317-6	39,685	3,500	$5,800	$14,400
210P	RHB 320-6	51,940	4,000	$6,300	$15,600
350P	RHB 330-6	78,550	7,500	$9,600	$24,000
510P	RHB 340-6	108,952	10,000	$14,400	$36,000

JOHN DEERE WHEEL LOADERS .45 Calc.

MODEL	OP. WEIGHT (LBS.)	HP	BKT CAPACITY (CU. YDS.)	WEEK	MONTH
204G	11,784	62	1.40	$1,700	$3,700
244P	12,522	71	1.40	$1,800	$4,000
304G	13,007	72	2.10	$1,800	$4,000
324P	14,253	71	2.10	$2,000	$4,400
344P	20,393	103	2.60	$2,600	$5,700
444P	25,814	124	4.50	$2,300	$5,800
524P	29,855	152	4.50	$2,500	$6,300
544G	28,096	166	3.00	$2,200	$5,400
544P	30,598	166	5.25	$2,600	$6,500
624P	34,810	192	5.25	$3,000	$7,400
644G	38,093	235	4.25	$2,900	$7,100
644P	41,342	249	4.75	$3,700	$9,100
724P	43,783	268	5.00	$4,000	$10,000
744P	55,094	316	5.85	$6,300	$14,000
824P	58,533	343	6.75	$6,500	$14,500
824X	60,157	354	7.00	$6,700	$14,800
844P	71,538	417	8.00	$7,900	$17,500
904P	78,765	429	9.80	$8,600	$19,000
WHEEL LOADER ATTACHMENTS					
Forks				$400	$1,000

SUPERIOR BROOM

MODEL	BROOM WIDTH	WEIGHT (LBS.)	WEEK	MONTH
SM74J/DT74J	96"	5,300	$1,700	$4,200

*Price does not include brush wear.

COMPACTORS W/O CARRIER

MODEL	FITS	FORCE (LBS.)	WEEK	MONTH
RHP15	Mini Ex	6,400	$600	$1,300
RHP20	Backhoe 75G/85G	8,820	$700	$1,700
RHP30	160G	14,100	$1,200	$3,000

JOHN DEERE SCRAPER TRACTORS & PANS

MODEL	WEEK	MONTH
9R 590	$10,800	$24,000
9R 640	$12,600	$28,000
2412DE	$4,000	$10,000

FORKLIFTS

MODEL	WEEK	MONTH
MANITOU MT1840	$2,000	$5,000
GEHL RS10	$2,200	$5,500
GEHL DL11	$2,300	$5,800
GEHL DL12	$2,500	$6,200
LIFT ATTACHMENTS		
Truss Broom	$300	$600
Bucket	$300	$600
Work Platform	$300	$600

HAMM ASPHALT ROLLERS

MODEL	DRUM WIDTH	WEIGHT (LBS.)	WEEK	MONTH
HD 12 VV	47"	5,942	$1,200	$3,000
HD 13i VV	51"	9,735	$1,400	$3,300
HD 14i VT	54"	9,481	$1,600	$4,000
HD 14i VV	54"	10,330	$1,500	$3,800
HD 140i VV-HF	84"	30,297	$4,600	$11,500
HD 140i VO	84"	28,930	$5,400	$13,500

HAMM SOIL COMPACTORS .40 Calc.

MODEL	DRUM WIDTH	WEIGHT (LBS.)	WEEK	MONTH
HTC-15 Trench Roller	32"	3,400	$1,400	$3,400
HC 50i	54"	11,455	$2,100	$5,200
HC 50i P	54"	11,929	$2,200	$5,400
HC 70i	66"	15,567	$2,500	$6,200
HC 70i P	66"	15,115	$2,600	$6,400
HC 120i	84"	27,110	$3,200	$8,000
HC 120i P	84"	27,959	$3,300	$8,200 *
HC 140i	84"	31,476	$3,400	$8,500
HC 140i P	84"	32,303	$3,600	$9,000
HC 160i	84"	36,173	$4,000	$10,000
HC 160i P	84"	36,206	$4,200	$10,500
HC 200i C P	84"	43,691	$5,500	$13,700

HAMM STATIC ROLLERS

MODEL	WIDTH	WEIGHT (LBS.)	WEEK	MONTH
HP 180-15	72"	18,776	$2,800	$7,000
HP 280-30	72"	20,959	$3,900	$9,600

VÖEGLE ROAD PAVERS

MODEL	PAVING WIDTH	HP	WEEK	MONTH
SUPER 1700-3i	19' 6"	173	CALL FOR PRICING	
SUPER 2000-3i	28' 3"	250		

KLEEMANN MOBILE IMPACT CRUSHER

MODEL	FEED CAPACITY (US T/HR)	HP	WEEK	MONTH
MR 110i EVO2	386	493	CALL FOR PRICING	

KLEEMANN MOBILE JAW CRUSHER

MODEL	FEED CAPACITY (US T/HR)	HP	WEEK	MONTH
MC 100i EVO	243	208	CALL FOR PRICING	
MC 110i EVO2	441	326		

KLEEMANN MOBILE SCREENING PLANTS

MODEL	FEED CAPACITY	SCREEN SIZE	HP	WEEK	MONTH
MS 802i EVO	441 US t/hr	6' x 16'	127	CALL FOR PRICING	

KLEEMANN MOBILE SCREENING PLANTS

MODEL	FEED CAPACITY (US T/HR)	BELT LENGTH	WEEK	MONTH
MSC 702i EVO	386	33' 10"	CALL FOR PRICING	
MSC 703i EVO	386	33' 10"		
MSC 953i EVO	551	39' 4"		

KLEEMANN MOBILE STACKERS

MODEL	FEED CAPACITY (US T/HR)	BELT LENGTH	WEEK	MONTH
KW 80-2	350	80'	CALL FOR PRICING	
KW 100-2	490	100'		

WIRTGEN COLD MILLING MACHINES

MODEL	MILLING WIDTH	HP	WEEK	MONTH
W 120 Fi	4'	355	CALL FOR PRICING	
W 150 XFi	5'	400		
W 210 Fi	7' 3"	755		
W 220 Fi	8' 2"	801		

WIRTGEN COLD RECYCLER AND SOIL STABILIZER

MODEL	MILLING WIDTH	HP	WEEK	MONTH
WR 250i	7' 10"	755	CALL FOR PRICING	

GRAVEL TRAILERS

MODEL	LENGTH	WEEK	MONTH
Belly Dump	38'/40'/42'	$1,400	$3,300
Side Dump	42'	$1,600	$3,900

TECHNOLOGY

3D SMARTGRADE OR TOPCON	WEEK	MONTH
Dozer/Grader/Excavator/CTL	$1,600	$4,000
Base, Rover, Data Collector	$1,600	$4,000
LN-160 Layout Kit	$1,200	$3,000
Total Station	$1,200	$2,800
Pipe Laser TP-L6GV/TP-L6B	$400	$900
mmGPS Paving/Earthwork	CALL FOR PRICING	

GENERAC MOBILE PRODUCTS

MODEL	LENGTH	WEEK	MONTH
Generator	MDG25	$1,800	$3,600
	MMG35	$2,200	$4,500
	MMG55	$2,600	$5,300
Light Tower	6kw	$1,100	-
	20kw	$2,200	-
Flameless Heater	475,000 BTU	$4,200	-

View our current rates and rental fleet online.

RDO EQUIPMENT CO.

MINNESOTA | NORTH DAKOTA | EASTERN SOUTH DAKOTA

TERMS AND RATES SUBJECT TO CHANGE WITHOUT NOTICE
Any additional terms will be disclosed at the time the rental agreement is signed.

JR FERCHE INC. RATES AND EQUIPMENT MODELS

MACHINE	YEAR	MAKE	MODEL	RENTED/OWNED	RATE	Heavy Iron Sales*
EXCAVATOR-GPS	2022	KOMATSU	PC390	RENTED	$392.00	$250/hr
DOZER-GPS	2019	DEERE	750K	RENTED	$250.00	$200/hr
LOADER	2012	DEERE	744J	RENTED	$265.00	$112.50/hr
COMPACTOR	2019	CAT	CP56B	RENTED	$203.00	$125/hr
SUPPORT EQUIPMENT						
JUMPING JACK	2024	BOMAG	BG60	OWNED		
CHOP SAW	2024	STIHL	700	OWNED	$150.00	
SKIDSTEER	2022	CAT	289D3	RENTED		
MINI EXCAVATOR	2015	HITACHI	35U	RENTED		
Foreman					$130.00	
Operator					$125.00	
Labor					$120.00	

*Heavy Iron Sales provided rental cost for either the same machine or a machine of similar year and size.

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the J.R. Ferche, Inc Partial Pay Estimate No. 7 in the amount of $245,847.02 for the 2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135

Approval Required: Simple Majority Vote

BACKGROUND

On April 15, 2025, the City Council awarded the project to J.R. Ferche, Inc in the amount of $2,537,715.40.

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

Partial Pay Estimate No. 7:

The work being paid for under this pay estimate consists of the items in Change Order #4, water for the turf establishment and the release of a portion of the retainage. The work detailed above results in a payment of $245,847.02.

FINANCIAL IMPLICATIONS

The Contractor has earned $2,830,253.57 to date which represents 99.8% contract value. The retainage has been reduced to 150% of the remaining work to be completed totaling $25,402.00. Taking the amount earned, the remaining retainage and previous payment of $2,559,004.55, this results in a total payment of $245,847.02.

PARTIAL PAY ESTIMATE	PAYMENT
PAY ESTIMATE 1	$292,603.86
PAY ESTIMATE 2	$1,487,849.72
PAY ESTIMATE 3	$652,852.10
PAY ESTIMATE 4	$10,473.00
PAY ESTIMATE 5	$21,526.50
PAY ESTIMATE 6	$93,699.37
PAY ESTIMATE 7	$245,847.02
TOTAL	**$2,804,851.57**

Budget Update

The current project budget is $3,763,882.26 approved with the acceptance of Change Order #4. The table below breaks down of the change orders, current expenditures to date and the final projected project cost.

Budget Line Item	Project Budget	Added / Modified Items	Current Expenditures	Projected Final
Construction:	$2,537,715.40		$2,485,155.25	$2,525,388.25
Change Order 1:		$72,166.00	$92,487.80	$92,487.80
Change Order 2:		$0.00		$0.00
Change Order 3:		$0.00		$0.00
Change Order 4:	$174,696.11	$227,208.52	$227,208.52	$227,208.52
Reimbursement:		($9,396.96)	($9,396.96)	($9,396.96)
Contingencies	$126,885.77			
Engineering	$717,744.00		$548,109.61	$717,744.00
Bonding, Finance Admin., Mics.	$206,840.98			$210,450.65
Total	**$3,763,882.26**	**$289,977.56**	**$3,343,564.22**	**$3,763,882.26**

Widseth reviewed the quantities to date with the Contractor, and all outstanding items have been paid or are included in the proposed Change Order No. 4. The contractor will not be requesting any more quantities of items completed in 2025 for payment. The final project cost is also dependent on the Engineering Fees. Widseth is tracking to be under budget, however the project still has many items that need to be completed as part of the Federal process. Widseth will continue to monitor and estimate the Engineering costs as the project continues.

STAFF RECOMMENDATIONS

City staff have no concerns with the work completed this period and recommend making the progress payment as outlined in Partial Pay Estimate No. 7.

COUNCIL ACTION REQUESTED

MOTION to approve the J.R. Ferche, Inc Pay Estimate No. 7 in the amount of $245,847.02 for the 2025 Design Road & TH 371 Stormwater Improvements Project, Municipal Project Number 4135.

PARTIAL PAYMENT ESTIMATE
NUMBER 7

Name of Contractor:	JR Ferche Inc. 13265 25th Ave NW PO BOX 129 Rice MN 56367		
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:** $2,537,715.40 **Revised:** $2,837,089.92		**Dates of Estimate:** **From:** 5/22/26 **To:** 6/24/26

Description of Project:

2025 DESIGN ROAD & TH 371 STORMWATER IMPROVEMENTS, MUNICIPAL PROJECT NUMBER 4135

SPEC NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
~~2021.501~~	~~MOBILIZATION~~	~~1~~	~~LUMP SUM~~						
2101.502	GRUBBING	2	EACH	$150.00	$300.00				
2104.502	REMOVE BOLLARD	5	EACH	$400.00	$2,000.00			5	$2,000.00
2104.502	REMOVE CASTING	10	EACH	$300.00	$3,000.00			10	$3,000.00
2104.502	SALVAGE CASTING	2	EACH	$400.00	$800.00			2	$800.00
2104.502	REMOVE LIGHT FOUNDATION	2	EACH	$500.00	$1,000.00			2	$1,000.00
2104.502	REMOVE SIGN	7	EACH	$60.00	$420.00			7	$420.00
2104.502	SALVAGE SIGN	3	EACH	$60.00	$180.00			4	$240.00
2104.502	SALVAGE SIGN TYPE SPECIAL (911)	5	EACH	$70.00	$350.00			5	$350.00
2104.502	REMOVE GATE VALVE AND BOX	6	EACH	$400.00	$2,400.00			6	$2,400.00
2104.502	REMOVE CURB STOP & BOX	6	EACH	$250.00	$1,500.00			6	$1,500.00
2104.502	REMOVE HYDRANT	3	EACH	$650.00	$1,950.00			3	$1,950.00
2104.502	REMOVE SANITARY CLEANOUT	1	EACH	$250.00	$250.00			2	$500.00
2104.502	REMOVE DRAINAGE STRUCTURE	9	EACH	$650.00	$5,850.00			9	$5,850.00
2104.502	REMOVE MANHOLE	4	EACH	$650.00	$2,600.00			4	$2,600.00
2104.502	SALVAGE LIGHTING UNIT	2	EACH	$1,400.00	$2,800.00			3	$4,200.00
2104.503	REMOVE SEWER PIPE (STORM)	431	LIN FT	$25.00	$10,775.00			430	$10,750.00
2104.503	REMOVE SEWER PIPE (SANITARY)	651	LIN FT	$20.00	$13,020.00			989	$19,780.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	50	LIN FT	$11.00	$550.00			50	$550.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	1227	LIN FT	$3.00	$3,681.00			1249	$3,747.00
2104.503	REMOVE WATER MAIN	181	LIN FT	$20.00	$3,620.00			250	$5,000.00
2104.503	REMOVE CURB AND GUTTER	2696	LIN FT	$7.00	$18,872.00			2713	$18,991.00
2104.503	REMOVE CURB	115	LIN FT	$7.00	$805.00			135	$945.00
2104.503	REMOVE SANITARY SERVICE PIPE	320	LIN FT	$10.00	$3,200.00			382	$3,820.00
2104.503	REMOVE WATER SERVICE PIPE	247	LIN FT	$7.00	$1,729.00			246	$1,722.00
2104.503	SALVAGE FENCE (6' CHAIN LINK)	80	LIN FT	$20.00	$1,600.00				
2104.504	REMOVE CONCRETE PAVEMENT (DEPTH VARIES) (NO REINF.)	325	SQ YD	$15.00	$4,875.00			185	$2,775.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	1776	SQ YD	$10.00	$17,760.00			1953	$19,530.00
2104.504	REMOVE BITUMINOUS PAVEMENT (DEPTH VARIES)	5922	SQ YD	$5.95	$35,235.90			6091	$36,241.45
2106.507	EXCAVATION - COMMON	1234	CU YD	$32.00	$39,488.00			1234	$39,488.00
2106.507	COMMON EMBANKMENT (CV)	493	CU YD	$1.00	$493.00			493	$493.00
2130.523	WATER	9	MGALLON	$50.00	$450.00			7.75	$387.50
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	1132	CU YD	$48.00	$54,336.00			1132	$54,336.00
2301.504	CONCRETE PAVEMENT 8"	48	SQ YD	$110.00	$5,280.00			48	$5,280.00
~~2360.509~~	~~TYPE SP 9.5 WEARING COURSE MIX (3,C)~~	~~647~~	~~TON~~						
~~2360.509~~	~~TYPE SP 12.5 NON WEARING COURSE MIX (3,B)~~	~~647~~	~~TON~~						
~~2360.609~~	~~TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL~~	~~647~~	~~TON~~						
2501.602	REMOVE BULKHEAD	1	EACH	$3,200.00	$3,200.00			1	$3,200.00
2502.503	15" RC PIPE DRAIN CLASS V	153	LIN FT	$100.00	$15,300.00			153	$15,300.00
2503.503	18" RC PIPE SEWER CLASS V	47	LIN FT	$107.00	$5,029.00			47	$5,029.00
2503.503	36" RC PIPE SEWER CLASS V	140	LIN FT	$164.00	$22,960.00			88	$14,432.00
2503.503	42" RC PIPE SEWER CLASS V	22	LIN FT	$220.00	$4,840.00			22	$4,840.00
2503.503	60" RC PIPE SEWER CLASS V	1440	LIN FT	$365.00	$525,600.00			1501	$547,865.00
2503.503	60" RC PIPE SEWER DESIGN 3006 CLASS V - JACKED	144	LIN FT	$2,920.00	$420,480.00			144	$420,480.00
2503.601	TRACING WIRE SYSTEM (SANITARY)	1	LUMP SUM	$5,000.00	$5,000.00			1	$5,000.00
2503.602	CONNECT TO EXISTING SANITARTY SEWER	4	EACH	$3,000.00	$12,000.00			4	$12,000.00
2503.602	CONNECT TO EXISTING STORM SEWER	4	EACH	$3,000.00	$12,000.00			4	$12,000.00
2503.602	CONNECT TO EXSITING SANITARY SEWER SERVICE	7	EACH	$650.00	$4,550.00			9	$5,850.00
2503.602	CONSTRUCT BULKHEAD	1	EACH	$4,500.00	$4,500.00			1	$4,500.00
2503.602	6" CLEAN-OUT ASSEMBLY	11	EACH	$750.00	$8,250.00			13	$9,750.00
2503.602	6" PVC WYE	4	EACH	$400.00	$1,600.00			2	$800.00
2503.602	8"X6" PVC WYE	5	EACH	$450.00	$2,250.00			5	$2,250.00
2503.602	10"X6" PVC WYE	4	EACH	$1,500.00	$6,000.00			2	$3,000.00
2503.603	CLEAN AND VIDEO TAPE STORM PIPE SEWER	2107	LIN FT	$2.00	$4,214.00			2107	$4,214.00
2503.603	CLEAN AND VIDEO TAPE EXISTING PIPE SEWER	1688	LIN FT	$2.00	$3,376.00			1688	$3,376.00
2503.603	CLEAN AND VIDEO TAPE PROPOSED PIPE SEWER	862	LIN FT	$7.00	$6,034.00			1019.15	$7,134.05
2503.603	8" PVC PIPE SEWER	810	LIN FT	$67.00	$54,270.00			810	$54,270.00
2503.603	10" PVC PIPE SEWER	36	LIN FT	$100.00	$3,600.00			15	$1,500.00
2503.603	6" PVC SANITARY SERVICE PIPE	559	LIN FT	$35.00	$19,565.00			595	$20,825.00
2503.601	TRACING WIRE SYSTEM (WATER)	1	LUMP SUM	$5,000.00	$5,000.00			1	$5,000.00
2503.604	2" INSULATION	48	SQ YD	$40.00	$1,920.00			104	$4,160.00
2504.601	TEMPORARY WATER SERVICE	1	LUMP SUM	$12,000.00	$12,000.00			1	$12,000.00
2504.601	WATERMAIN REPLACEMENT NO. 1	1	LUMP SUM	$9,000.00	$9,000.00				
2504.601	WATERMAIN REPLACEMENT NO. 2	1	LUMP SUM	$9,000.00	$9,000.00				
2504.601	WATERMAIN REPLACEMENT NO. 3	1	LUMP SUM	$9,000.00	$9,000.00				
2504.602	CONNECT TO EXISTING WATERMAIN	13	EACH	$1,750.00	$22,750.00			8	$14,000.00
2504.602	CONNECT TO EXISTING WATER SERVICE	6	EACH	$750.00	$4,500.00			6	$4,500.00
2504.602	HYDRANT	3	EACH	$6,700.00	$20,100.00			3	$20,100.00
2504.602	6" GATE VALVE & BOX	5	EACH	$2,850.00	$14,250.00			3	$8,550.00
2504.602	10" GATE VALVE & BOX	3	EACH	$5,400.00	$16,200.00			6	$32,400.00
2504.602	1 1/2" CORPORATION STOP	6	EACH	$850.00	$5,100.00			6	$5,100.00
2504.602	1 1/2" CURB STOP & BOX	6	EACH	$950.00	$5,700.00			6	$5,700.00
2504.603	1 1/2" TYPE PE PIPE	261	LIN FT	$40.00	$10,440.00			288	$11,520.00
2504.603	6" PVC WATERMAIN	62	LIN FT	$65.00	$4,030.00			48	$3,120.00
2504.603	10" PVC WATERMAIN	140	LIN FT	$85.00	$11,900.00			271.5	$23,077.50
2504.604	2" INSULATION	58	SQ YD	$40.00	$2,320.00			104	$4,160.00
2504.607	WATERMAIN EXPLORATORY EXCAVATION	18	HOUR	$100.00	$1,800.00			7	$700.00
2504.608	DUCTILE IRON FITTINGS	3620	POUND	$1.00	$3,620.00			1428	$1,428.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	3	EACH	$4,000.00	$12,000.00			3	$12,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	9	LIN FT	$550.00	$4,950.00			9	$4,950.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	15.8	LIN FT	$625.00	$9,875.00			15.8	$9,875.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	41.4	LIN FT	$800.00	$33,120.00			31.2	$24,960.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	28.5	LIN FT	$1,500.00	$42,750.00			28.5	$42,750.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	36.1	LIN FT	$2,350.00	$84,835.00			36.1	$84,835.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	22.5	LIN FT	$625.00	$14,062.50			22.5	$14,062.50
2506.502	CASTING ASSEMBLY	26	EACH	$1,350.00	$35,100.00			26	$35,100.00

2506.502	INSTALL CASTING	2	EACH	$400.00	$800.00			2	$800.00
2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (7'X7)	2	EACH	$30,000.00	$60,000.00			2	$60,000.00
2506.602	ADJUST FRAME AND RING CASTING	2	EACH	$450.00	$900.00			2	$900.00
2506.603	SANITARY MANHOLE EXCESS DEPTH	7	LIN FT	$250.00	$1,750.00			6.7	$1,675.00
~~2531.604~~	~~BITUMINOUS DRIVEWAY REPLACEMENT~~	~~1687~~	~~SQ YD~~						
2531.503	CONCRETE CURB AND GUTTER DESIGN B618	642	LIN FT	$39.00	$25,038.00			642	$25,038.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	2376	LIN FT	$28.00	$66,528.00			2182	$61,096.00
2531.503	CONCRETE CURB AND GUTTER DESIGN S518	37	LIN FT	$38.00	$1,406.00			58	$2,204.00
2531.504	CONCRETE MEDIAN	29	SQ YD	$90.00	$2,610.00				
2531.604	8" CONCRETE VALLEY GUTTER	265	SQ YD	$105.00	$27,825.00			265	$27,825.00
2540.602	MAIL BOX SUPPORT	4	EACH	$425.00	$1,700.00			2	$850.00
2545.602	RECONSTRUCT LIGHT FOUNDATION	2	EACH	$5,000.00	$10,000.00			1	$5,000.00
2545.602	INSTALL LIGHTING UNIT	2	EACH	$1,700.00	$3,400.00			2	$3,400.00
2557.603	INSTALL FENCE	80	LIN FT	$50.00	$4,000.00				
2563.601	TRAFFIC CONTROL	1	LUMP SUM	$47,000.00	$47,000.00			1	$47,000.00
2564.502	INSTALL SIGN PANEL TYPE SPECIAL	5	EACH	$300.00	$1,500.00			5	$1,500.00
2564.518	SIGN TYPE C	50	SQ FT	$70.00	$3,500.00			50	$3,500.00
2564.602	INSTALL SIGN	9	EACH	$550.00	$4,950.00			8	$4,400.00
2571.502	CONIFEROUS TREE 6' HT B&B	7	EACH	$1,300.00	$9,100.00				
2571.502	DECIDUOUS TREE 6' HT B&B	7	EACH	$1,100.00	$7,700.00			2.45	$2,695.00
2573.502	STORM DRAIN INLET PROTECTION	20	EACH	$250.00	$5,000.00				
2573.501	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	$6,000.00	$6,000.00				
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	748	LIN FT	$3.25	$2,431.00				
2574.505	SOIL BED PREPARATION	0.9	ACRE	$1,600.00	$1,440.00			1.38	$2,208.00
2575.505	SEEDING	0.9	ACRE	$1,100.00	$990.00			1.38	$1,518.00
2574.508	FERTILIZER TYPE 3	270	POUND	$1.75	$472.50			545	$953.75
2575.508	HYDRAULIC ORGANIC FIBER MATRIX	3150	POUND	$1.75	$5,512.50			4900	$8,575.00
2575.608	SEED OATS	90	POUND	$5.50	$495.00			25	$137.50
2575.608	SEED TURF GRASS	360	POUND	$5.50	$1,980.00			573	$3,151.50
2574.609	COMMON TOPSOIL BORROW	242	CU YD	$50.00	$12,100.00			242	$12,100.00
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	3510	POUND	$1.65	$5,791.50	350	$577.50	5850	$9,652.50
2575.523	WATER	9	MGALLON	$70.00	$630.00	44	$3,080.00	60	$4,200.00
2582.503	4" DOUBLE SOLID LINE PAINT (YELLOW)	795	LIN FT	$4.50	$3,577.50			1400	$6,300.00
2582.503	4" BROKEN LINE PAINT (YELLOW)	100	LIN FT	$2.50	$250.00			150	$375.00
2582.503	6" SOLID LINE PAINT (WHITE)	104	LIN FT	$3.50	$364.00			380	$1,330.00
2104.601	REPAIR SPRIKLER SYSTEM ALLOWANCE	1	LUMP SUM	$11,500.00	$11,500.00			1	$11,500.00
	CHANGE ORDER #1								
2021.501	MOBILIZATION	1	LUMP SUM	$206,010.00	$206,010.00			1	$206,010.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	647	TON	$107.00	$69,229.00			707.2	$75,670.40
2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	647	TON	$99.00	$64,053.00			645.4	$63,894.60
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL	647	TON	$114.00	$73,758.00			751.2	$85,636.80
2531.604	BITUMINOUS DRIVEWAY REPLACEMENT	1687	SQ YD	$40.00	$67,480.00			1741	$69,640.00
	CHANGE ORDER #3								
2502.503	ADDITIONAL STORM SEWER INSTALLATION	1	LUMP SUM	$9,072.01	$9,072.01	1	$9,072.01	1	$9,072.01
2503.603	SANITARY SEWER SERVICE ADJUSTMENTS	1	LUMP SUM	$17,074.01	$17,074.01	1	$17,074.01	1	$17,074.01
2504.601	TEMPORARY WATER ADDITIONAL WORK	1	LUMP SUM	$36,312.14	$36,312.14	1	$36,312.14	1	$36,312.14
2504.602	ADJUST HYDRANT	1	LUMP SUM	$2,264.50	$2,264.50	1	$2,264.50	1	$2,264.50
2504.602	8" GATE VALVE AND BOX	1	EACH	$5,005.91	$5,005.91	1	$5,005.91	1	$5,005.91
2504.602	10" BAND SADDLE	1	LUMP SUM	$6,964.81	$6,964.81	1	$6,964.81	1	$6,964.81
2563.601	TRAFFIC CONTROL	1	LUMP SUM	$20,578.23	$20,578.23	1	$20,578.23	1	$20,578.23
	TEMPORARY SANITARY SEWER LOWER	1	LUMP SUM	$35,465.55	$35,465.55	1	$35,465.55	1	$35,465.55
	LOW POINT ADJUSTMENT	1	LUMP SUM	$36,080.23	$36,080.23	1	$36,080.23	1	$36,080.23
	FILL MNDOT CULVERT UNDER 371	1	LUMP SUM	$3,972.18	$3,972.18	1	$3,972.18	1	$3,972.18
	YARD LIGHT REPAIR	1	LUMP SUM	$555.50	$555.50	1	$555.50	1	$555.50
	REPAIR SPRINKLER SYSTEMS	1	LUMP SUM	$44,466.49	$44,466.49	1	$44,466.49	1	$44,466.49
	REINSTALL SEWER SERVICE FOR BREMER BANK	1	LUMP SUM	$5,121.96	$5,121.96	1	$5,121.96	1	$5,121.96
	F&I NON-DRAINING SEAT FOR HYDRANTS	3	EACH	$1,425.00	$4,275.00	3	$4,275.00	3	$4,275.00
TOTAL:					**$2,837,089.92**		**$230,866.02**		**$2,830,253.57**

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	$230,866.02	$2,830,253.57
AMOUNT RETAINED (150% OF WORK VALUE)		$25,402.00
RELEASED RETAINAGE	$14,981.00	$90,111.07
PREVIOUS PAYMENTS		$2,559,004.55
AMOUNT DUE	$245,847.02	$245,847.02

Estimated Percentage Completed: 99.8%

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

CONTRACTOR : JR FERCHE INC.

BY:

Date: 6-24-26

APPROVED BY CITY OF BAXTER:

BY:
Kelly Steele, Assistant City Administrator / City Clerk

Date:

APPROVED BY CITY OF BAXTER:

BY:
Darrel Olson, Mayor

Date:

ENGINEER'S CERTIFICATION:
The undersigned endorses that to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

ENGINEER: WIDSETH SMITH NOLTING

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

Date: 06-24-2026

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY:

Date:

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A

2025 DESIGN ROAD & TH 371 STORMWATER IMPROVEMENTS PROJECT

MINICIPAL PROJECT NUMBER 4135

Wednesday, June 24, 2026

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	SP 230-080-002 & SP 1810-120					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM							
2	2101.502	GRUBBING	EACH	$150.00	2	$300.00				
3	2104.502	REMOVE BOLLARD	EACH	$400.00						
4	2104.502	REMOVE CASTING	EACH	$300.00	10	$3,000.00			10	$3,000.00
5	2104.502	SALVAGE CASTING	EACH	$400.00	2	$800.00			2	$800.00
6	2104.502	REMOVE LIGHT FOUNDATION	EACH	$500.00	2	$1,000.00			2	$1,000.00
7	2104.502	REMOVE SIGN	EACH	$60.00	7	$420.00			7	$420.00
8	2104.502	SALVAGE SIGN	EACH	$60.00	3	$180.00			4	$240.00
9	2104.502	SALVAGE SIGN TYPE SPECIAL (911)	EACH	$70.00	5	$350.00			5	$350.00
10	2104.502	REMOVE GATE VALVE AND BOX	EACH	$400.00	3	$1,200.00			3	$1,200.00
11	2104.502	REMOVE CURB STOP & BOX	EACH	$250.00	6	$1,500.00			6	$1,500.00
12	2104.502	REMOVE HYDRANT	EACH	$650.00						
13	2104.502	REMOVE SANITARY CLEANOUT	EACH	$250.00	1	$250.00			2	$500.00
14	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	$650.00	9	$5,850.00			9	$5,850.00
15	2104.502	REMOVE MANHOLE	EACH	$650.00	4	$2,600.00			4	$2,600.00
16	2104.502	SALVAGE LIGHTING UNIT	EACH	$1,400.00	2	$2,800.00			3	$4,200.00
17	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	$25.00	431	$10,775.00			430	$10,750.00
18	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	$20.00	651	$13,020.00			989	$19,780.00
19	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$11.00	50	$550.00			50	$550.00
20	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.00	1227	$3,681.00			1249	$3,747.00
21	2104.503	REMOVE WATER MAIN	LIN FT	$20.00	123	$2,460.00			173	$3,460.00
22	2104.503	REMOVE CURB AND GUTTER	LIN FT	$7.00	2696	$18,872.00			2713	$18,991.00
23	2104.503	REMOVE CURB	LIN FT	$7.00	115	$805.00			135	$945.00
24	2104.503	REMOVE SANITARY SERVICE PIPE	LIN FT	$10.00	320	$3,200.00			382	$3,820.00
25	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	$7.00	247	$1,729.00			246	$1,722.00
26	2104.503	SALVAGE FENCE (6' CHAIN LINK)	LIN FT	$20.00	80	$1,600.00				
27	2104.504	REMOVE CONCRETE PAVEMENT (DEPTH VARIES) (NO REINF.)	SQ YD	$15.00	325	$4,875.00			185	$2,775.00
28	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	$10.00	1776	$17,760.00			1953	$19,530.00
29	2104.504	REMOVE BITUMINOUS PAVEMENT (DEPTH VARIES)	SQ YD	$5.95	5922	$35,235.90			6091	$36,241.45
30	2106.507	EXCAVATION - COMMON	CU YD	$32.00	1234	$39,488.00			1234	$39,488.00
31	2106.507	COMMON EMBANKMENT (CV)	CU YD	$1.00	493	$493.00			493	$493.00
32	2130.523	WATER	MGALLON	$50.00	9	$450.00			7.75	$387.50
33	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	$48.00	1132	$54,336.00			1132	$54,336.00
34	2301.504	CONCRETE PAVEMENT 8"	SQ YD	$110.00	48	$5,280.00			48	$5,280.00
35	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON							
36	2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON							
37	2360.609	TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL	TON							
38	2501.602	REMOVE BULKHEAD	EACH	$3,200.00	1	$3,200.00			1	$3,200.00
39	2502.503	15" RC PIPE DRAIN CLASS V	LIN FT	$100.00	153	$15,300.00			153	$15,300.00
40	2503.503	18" RC PIPE SEWER CLASS V	LIN FT	$107.00	47	$5,029.00			47	$5,029.00
41	2503.503	36" RC PIPE SEWER CLASS V	LIN FT	$164.00	140	$22,960.00			88	$14,432.00
42	2503.503	42" RC PIPE SEWER CLASS V	LIN FT	$220.00	22	$4,840.00			22	$4,840.00
43	2503.503	60" RC PIPE SEWER CLASS V	LIN FT	$365.00	1440	$525,600.00			1501	$547,865.00
44	2503.503	60" RC PIPE SEWER DESIGN 3006 CLASS V - JACKED	LIN FT	$2,920.00	144	$420,480.00			144	$420,480.00
45	2503.601	TRACING WIRE SYSTEM (SANITARY)	LUMP SUM	$5,000.00	1	$5,000.00			1	$5,000.00
46	2503.602	CONNECT TO EXISTING SANITARTY SEWER	EACH	$3,000.00	4	$12,000.00			4	$12,000.00
47	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	$3,000.00	4	$12,000.00			4	$12,000.00
48	2503.602	CONNECT TO EXSITING SANITARY SEWER SERVICE	EACH	$650.00	7	$4,550.00			9	$5,850.00
49	2503.602	CONSTRUCT BULKHEAD	EACH	$4,500.00	1	$4,500.00			1	$4,500.00
50	2503.602	6" CLEAN-OUT ASSEMBLY	EACH	$750.00	11	$8,250.00			13	$9,750.00
51	2503.602	6" PVC WYE	EACH	$400.00	4	$1,600.00			2	$800.00
52	2503.602	8"X6" PVC WYE	EACH	$450.00	5	$2,250.00			5	$2,250.00
53	2503.602	10"X6" PVC WYE	EACH	$1,500.00	4	$6,000.00			2	$3,000.00
54	2503.603	CLEAN AND VIDEO TAPE STORM PIPE SEWER	LIN FT	$2.00	2107	$4,214.00			2107	$4,214.00
55	2503.603	CLEAN AND VIDEO TAPE EXISTING PIPE SEWER	LIN FT	$2.00	1688	$3,376.00			1688	$3,376.00
56	2503.603	CLEAN AND VIDEO TAPE PROPOSED PIPE SEWER	LIN FT	$7.00	862	$6,034.00			1019.15	$7,134.05
57	2503.603	8" PVC PIPE SEWER	LIN FT	$67.00	810	$54,270.00			810	$54,270.00
58	2503.603	10" PVC PIPE SEWER	LIN FT	$100.00	36	$3,600.00			15	$1,500.00
59	2503.603	6" PVC SANITARY SERVICE PIPE	LIN FT	$35.00	559	$19,565.00			595	$20,825.00
60	2503.601	TRACING WIRE SYSTEM (WATER)	LUMP SUM	$5,000.00	1	$5,000.00			1	$5,000.00
61	2503.604	2" INSULATION	SQ YD	$40.00	48	$1,920.00			104	$4,160.00
62	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	$12,000.00	1	$12,000.00			1	$12,000.00
63	2504.601	WATERMAIN REPLACEMENT NO. 1	LUMP SUM	$9,000.00						
64	2504.601	WATERMAIN REPLACEMENT NO. 2	LUMP SUM	$9,000.00						
65	2504.601	WATERMAIN REPLACEMENT NO. 3	LUMP SUM	$9,000.00						
66	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	$1,750.00	7	$12,250.00			5	$8,750.00
67	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	$750.00	6	$4,500.00			6	$4,500.00
68	2504.602	HYDRANT	EACH	$6,700.00						
69	2504.602	6" GATE VALVE & BOX	EACH	$2,850.00	2	$5,700.00			2	$5,700.00
70	2504.602	10" GATE VALVE & BOX	EACH	$5,400.00	3	$16,200.00			3	$16,200.00
71	2504.602	1 1/2" CORPORATION STOP	EACH	$850.00	6	$5,100.00			6	$5,100.00
72	2504.602	1 1/2" CURB STOP & BOX	EACH	$950.00	6	$5,700.00			6	$5,700.00
73	2504.603	1 1/2" TYPE PE PIPE	LIN FT	$40.00	261	$10,440.00			288	$11,520.00
74	2504.603	6" PVC WATERMAIN	LIN FT	$65.00						
75	2504.603	10" PVC WATERMAIN	LIN FT	$85.00	140	$11,900.00			271.5	$23,077.50
76	2504.604	2" INSULATION	SQ YD	$40.00	58	$2,320.00			104	$4,160.00
77	2504.607	WATERMAIN EXPLORATORY EXCAVATION	HOUR	$100.00						
78	2504.608	DUCTILE IRON FITTINGS	POUND	$1.00	3410	$3,410.00			1154	$1,154.00
79	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	EACH	$4,000.00	3	$12,000.00			3	$12,000.00
80	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	$550.00	9	$4,950.00			9	$4,950.00
81	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	$625.00	15.8	$9,875.00			15.8	$9,875.00
82	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	$800.00	41.4	$33,120.00			31.2	$24,960.00
83	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	LIN FT	$1,500.00	28.5	$42,750.00			28.5	$42,750.00
84	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	LIN FT	$2,350.00	36.1	$84,835.00			36.1	$84,835.00
85	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$625.00	22.5	$14,062.50			22.5	$14,062.50
86	2506.502	CASTING ASSEMBLY	EACH	$1,350.00	26	$35,100.00			26	$35,100.00
87	2506.502	INSTALL CASTING	EACH	$400.00	2	$800.00			2	$800.00
88	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (7'X7')	EACH	$30,000.00	2	$60,000.00			2	$60,000.00
89	2506.602	ADJUST FRAME AND RING CASTING	EACH	$450.00	2	$900.00			2	$900.00
90	2506.603	SANITARY MANHOLE EXCESS DEPTH	LIN FT	$250.00	7	$1,750.00			6.7	$1,675.00
91	2531.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD							
92	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	$39.00	642	$25,038.00			642	$25,038.00
93	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$28.00	2376	$66,528.00			2182	$61,096.00
94	2531.503	CONCRETE CURB AND GUTTER DESIGN S518	LIN FT	$38.00	37	$1,406.00			58	$2,204.00
95	2531.504	CONCRETE MEDIAN	SQ YD	$90.00	29	$2,610.00				
96	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$105.00	265	$27,825.00			265	$27,825.00
97	2540.602	MAIL BOX SUPPORT	EACH	$425.00	4	$1,700.00			2	$850.00
98	2545.602	RECONSTRUCT LIGHT FOUNDATION	EACH	$5,000.00	2	$10,000.00			1	$5,000.00
99	2545.602	INSTALL LIGHTING UNIT	EACH	$1,700.00	2	$3,400.00			2	$3,400.00
100	2557.603	INSTALL FENCE	LIN FT	$50.00	80	$4,000.00				
101	2563.601	TRAFFIC CONTROL	LUMP SUM	$47,000.00	0.97	$45,590.00			0.97	$45,590.00
102	2564.502	INSTALL SIGN PANEL TYPE SPECIAL	EACH	$300.00	5	$1,500.00			5	$1,500.00
103	2564.518	SIGN TYPE C	SQ FT	$70.00	50	$3,500.00			50	$3,500.00
104	2564.602	INSTALL SIGN	EACH	$550.00	9	$4,950.00			8	$4,400.00
105	2571.502	CONIFEROUS TREE 6' HT B&B	EACH	$1,300.00	7	$9,100.00				
106	2571.502	DECIDUOUS TREE 6' HT B&B	EACH	$1,100.00	7	$7,700.00			2.45	$2,695.00
107	2573.502	STORM DRAIN INLET PROTECTION	EACH	$250.00	20	$5,000.00				
108	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$6,000.00	1	$6,000.00				
109	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	$3.25	748	$2,431.00				
110	2574.505	SOIL BED PREPARATION	ACRE	$1,600.00	0.9	$1,440.00			1.38	$2,208.00
111	2575.505	SEEDING	ACRE	$1,100.00	0.9	$990.00			1.38	$1,518.00
112	2574.508	FERTILIZER TYPE 3	POUND	$1.75	270	$472.50			545	$953.75

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A

2025 DESIGN ROAD & TH 371 STORMWATER IMPROVEMENTS PROJECT

MINICIPAL PROJECT NUMBER 4135

Wednesday, June 24, 2026

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	SP 230-080-002 & SP 1810-120					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
113	2575.508	HYDRAULIC ORGANIC FIBER MATRIX	POUND	$1.75	3150	$5,512.50			4900	$8,575.00
114	2575.608	SEED OATS	POUND	$5.50	90	$495.00			25	$137.50
115	2575.608	SEED TURF GRASS	POUND	$5.50	360	$1,980.00			573	$3,151.50
116	2574.609	COMMON TOPSOIL BORROW	CU YD	$50.00	242	$12,100.00			242	$12,100.00
117	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	$1.65	3510	$5,791.50	350	$577.50	5850	$9,652.50
118	2575.523	WATER	MGALLON	$70.00	9	$630.00	44	$3,080.00	60	$4,200.00
119	2582.503	4" DOUBLE SOLID LINE PAINT (YELLOW)	LIN FT	$4.50	795	$3,577.50			1400	$6,300.00
120	2582.503	4" BROKEN LINE PAINT (YELLOW)	LIN FT	$2.50	100	$250.00			150	$375.00
121	2582.503	6" SOLID LINE PAINT (WHITE)	LIN FT	$3.50	104	$364.00			380	$1,330.00
122	2104.601	REPAIR SPRIKLER SYSTEM ALLOWANCE	LUMP SUM	$11,500.00						
		CHANGE ORDER #1								
123	2021.501	MOBILIZATION	LUMP SUM	$206,010.00	0.97	$199,829.70			0.97	$199,829.70
124	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$107.00	647	$69,229.00			707.2	$75,670.40
125	2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON	$99.00	647	$64,053.00			645.4	$63,894.60
126	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL	TON	$114.00	647	$73,758.00			751.2	$85,636.80
127	2531.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	$40.00	1687	$67,480.00			1741	$69,640.00
128	2502.503	ADDITIONAL STORM SEWER INSTALLATION	LUMP SUM	$9,072.01	1	$9,072.01	1	$9,072.01	1	$9,072.01
129	2503.603	SANITARY SEWER SERVICE ADJUSTMENTS	LUMP SUM	$17,074.01	1	$17,074.01	1	$17,074.01	1	$17,074.01
130	2504.601	TEMPORARY WATER ADDITIONAL WORK	LUMP SUM	$36,312.14	1	$36,312.14	1	$36,312.14	1	$36,312.14
131	2504.602	ADJUST HYDRANT	LUMP SUM	$2,264.50						
132	2504.602	8" GATE VALVE AND BOX	EACH	$5,005.91						
133	2504.602	10" BAND SADDLE	LUMP SUM	$6,964.81	1	$6,964.81	1	$6,964.81	1	$6,964.81
134	2563.601	TRAFFIC CONTROL	LUMP SUM	$20,578.23						
135		TEMPORARY SANITARY SEWER LOWER	LUMP SUM	$35,465.55	1	$35,465.55	1	$35,465.55	1	$35,465.55
136		LOW POINT ADJUSTMENT	LUMP SUM	$36,080.23	1	$36,080.23	1	$36,080.23	1	$36,080.23
137		FILL MNDOT CULVERT UNDER 371	LUMP SUM	$3,972.18	1	$3,972.18	1	$3,972.18	1	$3,972.18
138		YARD LIGHT REPAIR	LUMP SUM	$555.50						
139		REPAIR SPRINKLER SYSTEMS	LUMP SUM	$44,466.49						
140		REINSTALL SEWER SERVICE FOR BREMER BANK	LUMP SUM	$5,121.96						
141		F&I NON-DRAINING SEAT FOR HYDRANTS	EACH	$1,425.00						
TOTALS:						$2,657,232.03		$148,598.43		$2,673,711.68
AMOUNT RETAINED (150% OF REMAINING WORK VALUE)										$25,402.00
RELEASED RETAINAGE								$14,981.00		$85,231.56
PREVIOUS PAYMENTS										$2,484,730.25
AMOUNT DUE:								$163,579.43		$163,579.43

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A

2025 DESIGN ROAD & TH 371 STORMWATER IMPROVEMENTS PROJECT

MINICIPAL PROJECT NUMBER 4135

Wednesday, June 24, 2026

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	CITY OF BAXTER NON-PARTICIPATING					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM							
2	2101.502	GRUBBING	EACH	$150.00						
3	2104.502	REMOVE BOLLARD	EACH	$400.00	5	$2,000.00			5	$2,000.00
4	2104.502	REMOVE CASTING	EACH	$300.00						
5	2104.502	SALVAGE CASTING	EACH	$400.00						
6	2104.502	REMOVE LIGHT FOUNDATION	EACH	$500.00						
7	2104.502	REMOVE SIGN	EACH	$60.00						
8	2104.502	SALVAGE SIGN	EACH	$60.00						
9	2104.502	SALVAGE SIGN TYPE SPECIAL (911)	EACH	$70.00						
10	2104.502	REMOVE GATE VALVE AND BOX	EACH	$400.00	3	$1,200.00			3	$1,200.00
11	2104.502	REMOVE CURB STOP & BOX	EACH	$250.00						
12	2104.502	REMOVE HYDRANT	EACH	$650.00	3	$1,950.00			3	$1,950.00
13	2104.502	REMOVE SANITARY CLEANOUT	EACH	$250.00						
14	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	$650.00						
15	2104.502	REMOVE MANHOLE	EACH	$650.00						
16	2104.502	SALVAGE LIGHTING UNIT	EACH	$1,400.00						
17	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	$25.00						
18	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	$20.00						
19	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$11.00						
20	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.00						
21	2104.503	REMOVE WATER MAIN	LIN FT	$20.00	58	$1,160.00			77	$1,540.00
22	2104.503	REMOVE CURB AND GUTTER	LIN FT	$7.00						
23	2104.503	REMOVE CURB	LIN FT	$7.00						
24	2104.503	REMOVE SANITARY SERVICE PIPE	LIN FT	$10.00						
25	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	$7.00						
26	2104.503	SALVAGE FENCE (6' CHAIN LINK)	LIN FT	$20.00						
27	2104.504	REMOVE CONCRETE PAVEMENT (DEPTH VARIES) (NO REINF.)	SQ YD	$15.00						
28	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	$10.00						
29	2104.504	REMOVE BITUMINOUS PAVEMENT (DEPTH VARIES)	SQ YD	$5.95						
30	2106.507	EXCAVATION - COMMON	CU YD	$32.00						
31	2106.507	COMMON EMBANKMENT (CV)	CU YD	$1.00						
32	2130.523	WATER	MGALLON	$50.00						
33	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	$48.00						
34	2301.504	CONCRETE PAVEMENT 8"	SQ YD	$110.00						
35	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON							
36	2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON							
37	2360.609	TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL	TON							
38	2501.602	REMOVE BULKHEAD	EACH	$3,200.00						
39	2502.503	15" RC PIPE DRAIN CLASS V	LIN FT	$100.00						
40	2503.503	18" RC PIPE SEWER CLASS V	LIN FT	$107.00						
41	2503.503	36" RC PIPE SEWER CLASS V	LIN FT	$164.00						
42	2503.503	42" RC PIPE SEWER CLASS V	LIN FT	$220.00						
43	2503.503	60" RC PIPE SEWER CLASS V	LIN FT	$365.00						
44	2503.503	60" RC PIPE SEWER DESIGN 3006 CLASS V - JACKED	LIN FT	$2,920.00						
45	2503.601	TRACING WIRE SYSTEM (SANITARY)	LUMP SUM	$5,000.00						
46	2503.602	CONNECT TO EXISTING SANITARTY SEWER	EACH	$3,000.00						
47	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	$3,000.00						
48	2503.602	CONNECT TO EXSITING SANITARY SEWER SERVICE	EACH	$650.00						
49	2503.602	CONSTRUCT BULKHEAD	EACH	$4,500.00						
50	2503.602	6" CLEAN-OUT ASSEMBLY	EACH	$750.00						
51	2503.602	6" PVC WYE	EACH	$400.00						
52	2503.602	8"X6" PVC WYE	EACH	$450.00						
53	2503.602	10"X6" PVC WYE	EACH	$1,500.00						
54	2503.603	CLEAN AND VIDEO TAPE STORM PIPE SEWER	LIN FT	$2.00						
55	2503.603	CLEAN AND VIDEO TAPE EXISTING PIPE SEWER	LIN FT	$2.00						
56	2503.603	CLEAN AND VIDEO TAPE PROPOSED PIPE SEWER	LIN FT	$7.00						
57	2503.603	8" PVC PIPE SEWER	LIN FT	$67.00						
58	2503.603	10" PVC PIPE SEWER	LIN FT	$100.00						
59	2503.603	6" PVC SANITARY SERVICE PIPE	LIN FT	$35.00						
60	2503.601	TRACING WIRE SYSTEM (WATER)	LUMP SUM	$5,000.00						
61	2503.604	2" INSULATION	SQ YD	$40.00						
62	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	$12,000.00						
63	2504.601	WATERMAIN REPLACEMENT NO. 1	LUMP SUM	$9,000.00	1	$9,000.00				
64	2504.601	WATERMAIN REPLACEMENT NO. 2	LUMP SUM	$9,000.00	1	$9,000.00				
65	2504.601	WATERMAIN REPLACEMENT NO. 3	LUMP SUM	$9,000.00	1	$9,000.00				
66	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	$1,750.00	6	$10,500.00			3	$5,250.00
67	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	$750.00						
68	2504.602	HYDRANT	EACH	$6,700.00	3	$20,100.00			3	$20,100.00
69	2504.602	6" GATE VALVE & BOX	EACH	$2,850.00	3	$8,550.00			1	$2,850.00
70	2504.602	10" GATE VALVE & BOX	EACH	$5,400.00					3	$16,200.00
71	2504.602	1 1/2" CORPORATION STOP	EACH	$850.00						
72	2504.602	1 1/2" CURB STOP & BOX	EACH	$950.00						
73	2504.603	1 1/2" TYPE PE PIPE	LIN FT	$40.00						
74	2504.603	6" PVC WATERMAIN	LIN FT	$65.00	62	$4,030.00			48	$3,120.00
75	2504.603	10" PVC WATERMAIN	LIN FT	$85.00						
76	2504.604	2" INSULATION	SQ YD	$40.00						
77	2504.607	WATERMAIN EXPLORATORY EXCAVATION	HOUR	$100.00	18	$1,800.00			7	$700.00
78	2504.608	DUCTILE IRON FITTINGS	POUND	$1.00	210	$210.00			274	$274.00
79	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	EACH	$4,000.00						
80	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	$550.00						
81	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	$625.00						
82	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	$800.00						
83	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	LIN FT	$1,500.00						
84	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	LIN FT	$2,350.00						
85	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$625.00						
86	2506.502	CASTING ASSEMBLY	EACH	$1,350.00						
87	2506.502	INSTALL CASTING	EACH	$400.00						
88	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (7'X7')	EACH	$30,000.00						
89	2506.602	ADJUST FRAME AND RING CASTING	EACH	$450.00						
90	2506.603	SANITARY MANHOLE EXCESS DEPTH	LIN FT	$250.00						
91	2531.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD							
92	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	$39.00						
93	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$28.00						
94	2531.503	CONCRETE CURB AND GUTTER DESIGN S518	LIN FT	$38.00						
95	2531.504	CONCRETE MEDIAN	SQ YD	$90.00						
96	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$105.00						
97	2540.602	MAIL BOX SUPPORT	EACH	$425.00						
98	2545.602	RECONSTRUCT LIGHT FOUNDATION	EACH	$5,000.00						
99	2545.602	INSTALL LIGHTING UNIT	EACH	$1,700.00						
100	2557.603	INSTALL FENCE	LIN FT	$50.00						
101	2563.601	TRAFFIC CONTROL	LUMP SUM	$47,000.00	0.03	$1,410.00			0.03	$1,410.00
102	2564.502	INSTALL SIGN PANEL TYPE SPECIAL	EACH	$300.00						
103	2564.518	SIGN TYPE C	SQ FT	$70.00						
104	2564.602	INSTALL SIGN	EACH	$550.00						
105	2571.502	CONIFEROUS TREE 6' HT B&B	EACH	$1,300.00						
106	2571.502	DECIDUOUS TREE 6' HT B&B	EACH	$1,100.00						
107	2573.502	STORM DRAIN INLET PROTECTION	EACH	$250.00						
108	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$6,000.00						
109	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	$3.25						
110	2574.505	SOIL BED PREPARATION	ACRE	$1,600.00						
111	2575.505	SEEDING	ACRE	$1,100.00						
112	2574.508	FERTILIZER TYPE 3	POUND	$1.75						

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A

2025 DESIGN ROAD & TH 371 STORMWATER IMPROVEMENTS PROJECT

MINICIPAL PROJECT NUMBER 4135

Wednesday, June 24, 2026

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	CITY OF BAXTER NON-PARTICIPATING					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
113	2575.508	HYDRAULIC ORGANIC FIBER MATRIX	POUND	$1.75						
114	2575.608	SEED OATS	POUND	$5.50						
115	2575.608	SEED TURF GRASS	POUND	$5.50						
116	2574.609	COMMON TOPSOIL BORROW	CU YD	$50.00						
117	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	$1.65						
118	2575.523	WATER	MGALLON	$70.00						
119	2582.503	4" DOUBLE SOLID LINE PAINT (YELLOW)	LIN FT	$4.50						
120	2582.503	4" BROKEN LINE PAINT (YELLOW)	LIN FT	$2.50						
121	2582.503	6" SOLID LINE PAINT (WHITE)	LIN FT	$3.50						
122	2104.601	REPAIR SPRIKLER SYSTEM ALLOWANCE	LUMP SUM	$11,500.00	1	$11,500.00			1	$11,500.00
		CHANGE ORDER #1								
123	2021.501	MOBILIZATION	LUMP SUM	$206,010.00	0.03	$6,180.30			0.03	$6,180.30
124	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$107.00						
125	2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON	$99.00						
126	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL	TON	$114.00						
127	2531.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	$40.00						
128	2502.503	ADDITIONAL STORM SEWER INSTALLATION	LUMP SUM	$9,072.01						
129	2503.603	SANITARY SEWER SERVICE ADJUSTMENTS	LUMP SUM	$17,074.01						
130	2504.601	TEMPORARY WATER ADDITIONAL WORK	LUMP SUM	$36,312.14						
131	2504.602	ADJUST HYDRANT	LUMP SUM	$2,264.50	1	$2,264.50	1	$2,264.50	1	$2,264.50
132	2504.602	8" GATE VALVE AND BOX	EACH	$5,005.91	1	$5,005.91	1	$5,005.91	1	$5,005.91
133	2504.602	10" BAND SADDLE	LUMP SUM	$6,964.81						
134	2563.601	TRAFFIC CONTROL	LUMP SUM	$20,578.23	1	$20,578.23	1	$20,578.23	1	$20,578.23
135		TEMPORARY SANITARY SEWER LOWER	LUMP SUM	$35,465.55						
136		LOW POINT ADJUSTMENT	LUMP SUM	$36,080.23						
137		FILL MNDOT CULVERT UNDER 371	LUMP SUM	$3,972.18						
138		YARD LIGHT REPAIR	LUMP SUM	$555.50	1	$555.50	1	$555.50	1	$555.50
139		REPAIR SPRINKLER SYSTEMS	LUMP SUM	$44,466.49	1	$44,466.49	1	$44,466.49	1	$44,466.49
140		REINSTALL SEWER SERVICE FOR BREMER BANK	LUMP SUM	$5,121.96	1	$5,121.96	1	$5,121.96	1	$5,121.96
141		F&I NON-DRAINING SEAT FOR HYDRANTS	EACH	$1,425.00	3	$4,275.00	3	$4,275.00	3	$4,275.00
TOTALS:					100.00%	$179,857.89		$82,267.59		$156,541.89
AMOUNT RETAINED (150% OF REMAINING WORK VALUE)										
RELEASED RETAINAGE										$4,879.52
PREVIOUS PAYMENTS										$74,274.30
AMOUNT DUE:								$82,267.59		$82,267.59

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A

2025 DESIGN ROAD & TH 371 STORMWATER IMPROVEMENTS PROJECT

MINICIPAL PROJECT NUMBER 4135

Wednesday, June 24, 2026

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							
2	2101.502	GRUBBING	EACH	$150.00	2	$300.00				
3	2104.502	REMOVE BOLLARD	EACH	$400.00	5	$2,000.00			5	$2,000.00
4	2104.502	REMOVE CASTING	EACH	$300.00	10	$3,000.00			10	$3,000.00
5	2104.502	SALVAGE CASTING	EACH	$400.00	2	$800.00			2	$800.00
6	2104.502	REMOVE LIGHT FOUNDATION	EACH	$500.00	2	$1,000.00			2	$1,000.00
7	2104.502	REMOVE SIGN	EACH	$60.00	7	$420.00			7	$420.00
8	2104.502	SALVAGE SIGN	EACH	$60.00	3	$180.00			4	$240.00
9	2104.502	SALVAGE SIGN TYPE SPECIAL (911)	EACH	$70.00	5	$350.00			5	$350.00
10	2104.502	REMOVE GATE VALVE AND BOX	EACH	$400.00	6	$2,400.00			6	$2,400.00
11	2104.502	REMOVE CURB STOP & BOX	EACH	$250.00	6	$1,500.00			6	$1,500.00
12	2104.502	REMOVE HYDRANT	EACH	$650.00	3	$1,950.00			3	$1,950.00
13	2104.502	REMOVE SANITARY CLEANOUT	EACH	$250.00	1	$250.00			2	$500.00
14	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	$650.00	9	$5,850.00			9	$5,850.00
15	2104.502	REMOVE MANHOLE	EACH	$650.00	4	$2,600.00			4	$2,600.00
16	2104.502	SALVAGE LIGHTING UNIT	EACH	$1,400.00	2	$2,800.00			3	$4,200.00
17	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	$25.00	431	$10,775.00			430	$10,750.00
18	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	$20.00	651	$13,020.00			989	$19,780.00
19	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$11.00	50	$550.00			50	$550.00
20	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.00	1227	$3,681.00			1249	$3,747.00
21	2104.503	REMOVE WATER MAIN	LIN FT	$20.00	181	$3,620.00			250	$5,000.00
22	2104.503	REMOVE CURB AND GUTTER	LIN FT	$7.00	2696	$18,872.00			2713	$18,991.00
23	2104.503	REMOVE CURB	LIN FT	$7.00	115	$805.00			135	$945.00
24	2104.503	REMOVE SANITARY SERVICE PIPE	LIN FT	$10.00	320	$3,200.00			382	$3,820.00
25	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	$7.00	247	$1,729.00			246	$1,722.00
26	2104.503	SALVAGE FENCE (6' CHAIN LINK)	LIN FT	$20.00	80	$1,600.00				
27	2104.504	REMOVE CONCRETE PAVEMENT (DEPTH VARIES) (NO REINF.)	SQ YD	$15.00	325	$4,875.00			185	$2,775.00
28	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	$10.00	1776	$17,760.00			1953	$19,530.00
29	2104.504	REMOVE BITUMINOUS PAVEMENT (DEPTH VARIES)	SQ YD	$5.95	5922	$35,235.90			6091	$36,241.45
30	2106.507	EXCAVATION - COMMON	CU YD	$32.00	1234	$39,488.00			1234	$39,488.00
31	2106.507	COMMON EMBANKMENT (CV)	CU YD	$1.00	493	$493.00			493	$493.00
32	2130.523	WATER	MGALLON	$50.00	9	$450.00			7.75	$387.50
33	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	$48.00	1132	$54,336.00			1132	$54,336.00
34	2301.504	CONCRETE PAVEMENT 8"	SQ YD	$110.00	48	$5,280.00			48	$5,280.00
35	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON							
36	2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON							
37	2360.609	TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL	TON							
38	2501.602	REMOVE BULKHEAD	EACH	$3,200.00	1	$3,200.00			1	$3,200.00
39	2502.503	15" RC PIPE DRAIN CLASS V	LIN FT	$100.00	153	$15,300.00			153	$15,300.00
40	2503.503	18" RC PIPE SEWER CLASS V	LIN FT	$107.00	47	$5,029.00			47	$5,029.00
41	2503.503	36" RC PIPE SEWER CLASS V	LIN FT	$164.00	140	$22,960.00			88	$14,432.00
42	2503.503	42" RC PIPE SEWER CLASS V	LIN FT	$220.00	22	$4,840.00			22	$4,840.00
43	2503.503	60" RC PIPE SEWER CLASS V	LIN FT	$365.00	1440	$525,600.00			1501	$547,865.00
44	2503.503	60" RC PIPE SEWER DESIGN 3006 CLASS V - JACKED	LIN FT	$2,920.00	144	$420,480.00			144	$420,480.00
45	2503.601	TRACING WIRE SYSTEM (SANITARY)	LUMP SUM	$5,000.00	1	$5,000.00			1	$5,000.00
46	2503.602	CONNECT TO EXISTING SANITARTY SEWER	EACH	$3,000.00	4	$12,000.00			4	$12,000.00
47	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	$3,000.00	4	$12,000.00			4	$12,000.00
48	2503.602	CONNECT TO EXSITING SANITARY SEWER SERVICE	EACH	$650.00	7	$4,550.00			9	$5,850.00
49	2503.602	CONSTRUCT BULKHEAD	EACH	$4,500.00	1	$4,500.00			1	$4,500.00
50	2503.602	6" CLEAN-OUT ASSEMBLY	EACH	$750.00	11	$8,250.00			13	$9,750.00
51	2503.602	6" PVC WYE	EACH	$400.00	4	$1,600.00			2	$800.00
52	2503.602	8"X6" PVC WYE	EACH	$450.00	5	$2,250.00			5	$2,250.00
53	2503.602	10"X6" PVC WYE	EACH	$1,500.00	4	$6,000.00			2	$3,000.00
54	2503.603	CLEAN AND VIDEO TAPE STORM PIPE SEWER	LIN FT	$2.00	2107	$4,214.00			2107	$4,214.00
55	2503.603	CLEAN AND VIDEO TAPE EXISTING PIPE SEWER	LIN FT	$2.00	1688	$3,376.00			1688	$3,376.00
56	2503.603	CLEAN AND VIDEO TAPE PROPOSED PIPE SEWER	LIN FT	$7.00	862	$6,034.00			1019.15	$7,134.05
57	2503.603	8" PVC PIPE SEWER	LIN FT	$67.00	810	$54,270.00			810	$54,270.00
58	2503.603	10" PVC PIPE SEWER	LIN FT	$100.00	36	$3,600.00			15	$1,500.00
59	2503.603	6" PVC SANITARY SERVICE PIPE	LIN FT	$35.00	559	$19,565.00			595	$20,825.00
60	2503.601	TRACING WIRE SYSTEM (WATER)	LUMP SUM	$5,000.00	1	$5,000.00			1	$5,000.00
61	2503.604	2" INSULATION	SQ YD	$40.00	48	$1,920.00			104	$4,160.00
62	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	$12,000.00	1	$12,000.00			1	$12,000.00
63	2504.601	WATERMAIN REPLACEMENT NO. 1	LUMP SUM	$9,000.00	1	$9,000.00				
64	2504.601	WATERMAIN REPLACEMENT NO. 2	LUMP SUM	$9,000.00	1	$9,000.00				
65	2504.601	WATERMAIN REPLACEMENT NO. 3	LUMP SUM	$9,000.00	1	$9,000.00				
66	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	$1,750.00	13	$22,750.00			8	$14,000.00
67	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	$750.00	6	$4,500.00			6	$4,500.00
68	2504.602	HYDRANT	EACH	$6,700.00	3	$20,100.00			3	$20,100.00
69	2504.602	6" GATE VALVE & BOX	EACH	$2,850.00	5	$14,250.00			3	$8,550.00
70	2504.602	10" GATE VALVE & BOX	EACH	$5,400.00	3	$16,200.00			6	$32,400.00
71	2504.602	1 1/2" CORPORATION STOP	EACH	$850.00	6	$5,100.00			6	$5,100.00
72	2504.602	1 1/2" CURB STOP & BOX	EACH	$950.00	6	$5,700.00			6	$5,700.00
73	2504.603	1 1/2" TYPE PE PIPE	LIN FT	$40.00	261	$10,440.00			288	$11,520.00
74	2504.603	6" PVC WATERMAIN	LIN FT	$65.00	62	$4,030.00			48	$3,120.00
75	2504.603	10" PVC WATERMAIN	LIN FT	$85.00	140	$11,900.00			271.5	$23,077.50
76	2504.604	2" INSULATION	SQ YD	$40.00	58	$2,320.00			104	$4,160.00
77	2504.607	WATERMAIN EXPLORATORY EXCAVATION	HOUR	$100.00	18	$1,800.00			7	$700.00
78	2504.608	DUCTILE IRON FITTINGS	POUND	$1.00	3620	$3,620.00			1428	$1,428.00
79	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	EACH	$4,000.00	3	$12,000.00			3	$12,000.00
80	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	$550.00	9	$4,950.00			9	$4,950.00
81	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	$625.00	15.8	$9,875.00			15.8	$9,875.00
82	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	$800.00	41.4	$33,120.00			31.2	$24,960.00
83	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	LIN FT	$1,500.00	28.5	$42,750.00			28.5	$42,750.00
84	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	LIN FT	$2,350.00	36.1	$84,835.00			36.1	$84,835.00
85	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$625.00	22.5	$14,062.50			22.5	$14,062.50
86	2506.502	CASTING ASSEMBLY	EACH	$1,350.00	26	$35,100.00			26	$35,100.00
87	2506.502	INSTALL CASTING	EACH	$400.00	2	$800.00			2	$800.00
88	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (7'X7')	EACH	$30,000.00	2	$60,000.00			2	$60,000.00
89	2506.602	ADJUST FRAME AND RING CASTING	EACH	$450.00	2	$900.00			2	$900.00
90	2506.603	SANITARY MANHOLE EXCESS DEPTH	LIN FT	$250.00	7	$1,750.00			6.7	$1,675.00
91	2531.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD							
92	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	$39.00	642	$25,038.00			642	$25,038.00
93	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	$28.00	2376	$66,528.00			2182	$61,096.00
94	2531.503	CONCRETE CURB AND GUTTER DESIGN S518	LIN FT	$38.00	37	$1,406.00			58	$2,204.00
95	2531.504	CONCRETE MEDIAN	SQ YD	$90.00	29	$2,610.00				
96	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$105.00	265	$27,825.00			265	$27,825.00
97	2540.602	MAIL BOX SUPPORT	EACH	$425.00	4	$1,700.00			2	$850.00
98	2545.602	RECONSTRUCT LIGHT FOUNDATION	EACH	$5,000.00	2	$10,000.00			1	$5,000.00
99	2545.602	INSTALL LIGHTING UNIT	EACH	$1,700.00	2	$3,400.00			2	$3,400.00
100	2557.603	INSTALL FENCE	LIN FT	$50.00	80	$4,000.00				
101	2563.601	TRAFFIC CONTROL	LUMP SUM	$47,000.00	1	$47,000.00			1	$47,000.00
102	2564.502	INSTALL SIGN PANEL TYPE SPECIAL	EACH	$300.00	5	$1,500.00			5	$1,500.00
103	2564.518	SIGN TYPE C	SQ FT	$70.00	50	$3,500.00			50	$3,500.00
104	2564.602	INSTALL SIGN	EACH	$550.00	9	$4,950.00			8	$4,400.00
105	2571.502	CONIFEROUS TREE 6' HT B&B	EACH	$1,300.00	7	$9,100.00				
106	2571.502	DECIDUOUS TREE 6' HT B&B	EACH	$1,100.00	7	$7,700.00			2.45	$2,695.00
107	2573.502	STORM DRAIN INLET PROTECTION	EACH	$250.00	20	$5,000.00				
108	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$6,000.00	1	$6,000.00				
109	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	$3.25	748	$2,431.00				
110	2574.505	SOIL BED PREPARATION	ACRE	$1,600.00	0.9	$1,440.00			1.38	$2,208.00
111	2575.505	SEEDING	ACRE	$1,100.00	0.9	$990.00			1.38	$1,518.00
112	2574.508	FERTILIZER TYPE 3	POUND	$1.75	270	$472.50			545	$953.75

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A

2025 DESIGN ROAD & TH 371 STORMWATER IMPROVEMENTS PROJECT

MINICIPAL PROJECT NUMBER 4135

Wednesday, June 24, 2026

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
113	2575.508	HYDRAULIC ORGANIC FIBER MATRIX	POUND	$1.75	3150	$5,512.50			4900	$8,575.00
114	2575.608	SEED OATS	POUND	$5.50	90	$495.00			25	$137.50
115	2575.608	SEED TURF GRASS	POUND	$5.50	360	$1,980.00			573	$3,151.50
116	2574.609	COMMON TOPSOIL BORROW	CU YD	$50.00	242	$12,100.00			242	$12,100.00
117	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	$1.65	3510	$5,791.50	350	$577.50	5850	$9,652.50
118	2575.523	WATER	MGALLON	$70.00	9	$630.00	44	$3,080.00	60	$4,200.00
119	2582.503	4" DOUBLE SOLID LINE PAINT (YELLOW)	LIN FT	$4.50	795	$3,577.50			1400	$6,300.00
120	2582.503	4" BROKEN LINE PAINT (YELLOW)	LIN FT	$2.50	100	$250.00			150	$375.00
121	2582.503	6" SOLID LINE PAINT (WHITE)	LIN FT	$3.50	104	$364.00			380	$1,330.00
122	2104.601	REPAIR SPRIKLER SYSTEM ALLOWANCE	LUMP SUM	$11,500.00	1	$11,500.00			1	$11,500.00
		CHANGE ORDER #1								
123	2021.501	MOBILIZATION	LUMP SUM	$206,010.00	1	$206,010.00			1	$206,010.00
124	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$107.00	647	$69,229.00			707.2	$75,670.40
125	2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON	$99.00	647	$64,053.00			645.4	$63,894.60
126	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL	TON	$114.00	647	$73,758.00			751.2	$85,636.80
127	2531.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	$40.00	1687	$67,480.00			1741	$69,640.00
128	2502.503	ADDITIONAL STORM SEWER INSTALLATION	LUMP SUM	$9,072.01	1	$9,072.01	1	$9,072.01	1	$9,072.01
129	2503.603	SANITARY SEWER SERVICE ADJUSTMENTS	LUMP SUM	$17,074.01	1	$17,074.01	1	$17,074.01	1	$17,074.01
130	2504.601	TEMPORARY WATER ADDITIONAL WORK	LUMP SUM	$36,312.14	1	$36,312.14	1	$36,312.14	1	$36,312.14
131	2504.602	ADJUST HYDRANT	LUMP SUM	$2,264.50	1	$2,264.50	1	$2,264.50	1	$2,264.50
132	2504.602	8" GATE VALVE AND BOX	EACH	$5,005.91	1	$5,005.91	1	$5,005.91	1	$5,005.91
133	2504.602	10" BAND SADDLE	LUMP SUM	$6,964.81	1	$6,964.81	1	$6,964.81	1	$6,964.81
134	2563.601	TRAFFIC CONTROL	LUMP SUM	$20,578.23	1	$20,578.23	1	$20,578.23	1	$20,578.23
135		TEMPORARY SANITARY SEWER LOWER	LUMP SUM	$35,465.55	1	$35,465.55	1	$35,465.55	1	$35,465.55
136		LOW POINT ADJUSTMENT	LUMP SUM	$36,080.23	1	$36,080.23	1	$36,080.23	1	$36,080.23
137		FILL MNDOT CULVERT UNDER 371	LUMP SUM	$3,972.18	1	$3,972.18	1	$3,972.18	1	$3,972.18
138		YARD LIGHT REPAIR	LUMP SUM	$555.50	1	$555.50	1	$555.50	1	$555.50
139		REPAIR SPRINKLER SYSTEMS	LUMP SUM	$44,466.49	1	$44,466.49	1	$44,466.49	1	$44,466.49
140		REINSTALL SEWER SERVICE FOR BREMER BANK	LUMP SUM	$5,121.96	1	$5,121.96	1	$5,121.96	1	$5,121.96
141		F&I NON-DRAINING SEAT FOR HYDRANTS	EACH	$1,425.00	3	$4,275.00	3	$4,275.00	3	$4,275.00

TOTALS:	$2,837,089.92	$230,866.02	$2,830,253.57
AMOUNT RETAINED (150% OF REMAINING WORK VALUE)			$25,402.00
RELEASED RETAINAGE		$14,981.00	$90,111.07
PREVIOUS PAYMENTS			$2,559,004.55
AMOUNT DUE:		$245,847.02	$245,847.02

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2025 Commercial Full Depth Reclamation Improvements Project Monthly Update, Municipal Project 4425

Approval Required: No Action Required

BACKGROUND

The City Council awarded the project to Anderson Brothers at the June 17th City Council Meeting.

As of November 6th, 2025 Anderson Brother reached substantial completion. A Punch List walkthrough was held on November 6th, 2025 To date, Anderson Brothers has completed all of the punch list items. The only remaining items is to establish the turf. Anderson Brothers subcontractor is reseeding and watering the grass. The turf establishment in nearing the 70% threshold but has not yet reached the requirements. The Contractor is continuing to work towards establishing 70% growth and the City has ended further payment of additional quantities. The final payment estimate is being proposed contingent on reaching the growth threshold and receiving the IC-134 documents. Widseth will continue to monitor the growth and notify the City on when the payment can be sent to Anderson Brothers. Additionally, Widseth will track the IC-134 documents and notify the City when they have been received and forward them to the City for the project file.

Partial Pay Estimate No. 6:

The work in this pay period consisted of paying the final invoices for Jetting and Televising watering of the turf and releasing the remaining retainage. The work detailed above results in a payment of $50,445.14.

The Contractor has earned $906,553.32 to date which represents 105.1% contract value. The remaining retainage has been released ($42,686.14). Previous payment total $856,108.18 which results in a total payment of $50,445.14.

Budget Update

The previous approved project budget was $981,669.15. The budget was amended with Change Order #5 to be $1,168,633.46. The table below breaks down of the change orders, estimated change order, current expenditures to date and the final projected project cost.

Budget Line Item	Project Budget	Added / Modified Items	Current Expenditures	Projected Final
Construction:	$737,884.85		$782,408.07	$782,408.07
Change Order 1:		$3,650.90	$3,074.06	$3,074.06
Change Order 2:		$0.00		$0.00
Change Order 3:		$0.00		$0.00
Change Order 4:		$23,341.29	$23,341.29	$23,341.29
Change Order 5:	$186,964.31	$97,999.90	$97,999.90	$97,999.90
Change Order 6:		-$270.00	-$270.00	-$270.00
Contingencies	$36,894.24			
Engineering	$172,025.00	$44,807.00	$216,832.00	$216,832.00
Bonding, Finance Admin., Mics.	$34,865.06			$53,519.90

Total	**$1,168,633.46**	**$169,529.09**	**$1,123,385.32**	**$1,176,905.22**

Based on the above projected final cost, the project is projected to be over budget by $8,271.76. The projected final cost includes all items completed to date. There are no additional cost anticipated for this project.

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Anderson Brothers Construction Final Pay Estimate No. 6 in the amount of $50,445.14 for the 2025 Commercial Full Depth Reclamation Improvements Project, Municipal Project Number 4425, contingent on 70% turf establishment and receiving the IC-134 documents

Approval Required: Simple Majority Vote

BACKGROUND

On June 17, 2025, the City Council awarded the project to Anderson Brothers Construction in the amount of $737,884.85.

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

Partial Pay Estimate No. 6:
The work in this pay period consisted of paying the final invoices for Jetting and Televising watering of the turf, and releasing the remaining retainage. The turf establishment in nearing the 70% threshold but has not yet reached the requirements. The Contractor is continuing to work towards establishing 70% growth and the City has ended further payment of additional quantities. The final payment estimate is being proposed contingent on reaching the growth threshold and receiving the IC-134 documents. Widseth will continue to monitor the growth and notify the City on when the payment can be sent to Anderson Brothers. Additionally, Widseth will track the IC-134 documents and notify the City when they have been received and forward them to the City for the project file.

The work detailed above results in a payment of $50,445.14

FINANCIAL IMPLICATIONS
The Contractor has earned $906,553.32 to date which represents 105.1% contract value. The remaining retainage has been released ($42,686.14). Previous payment total $856,108.18 which results in a total payment of $50,445.14.

Budget Update

The previous approved project budget was $981,669.15. The budget was amended with Change Order #5 to be $1,168,633.46. The table below breaks down of the change orders, estimated change order, current expenditures to date and the final projected project cost.

Budget Line Item	Project Budget	Added / Modified Items	Current Expenditures	Projected Final
Construction:	$737,884.85		$782,408.07	$782,408.07
Change Order 1:		$3,650.90	$3,074.06	$3,074.06

Change Order 2:		$0.00		$0.00
Change Order 3:		$0.00		$0.00
Change Order 4:		$23,341.29	$23,341.29	$23,341.29
Change Order 5:	$186,964.31	$97,999.90	$97,999.90	$97,999.90
Change Order 6:		-$270.00	-$270.00	-$270.00
Contingencies	$36,894.24			
Engineering	$172,025.00	$44,807.00	$216,832.00	$216,832.00
Bonding, Finance Admin., Mics.	$34,865.06			$53,519.90
Total	**$1,168,633.46**	**$169,529.09**	**$1,123,385.32**	**$1,176,905.22**

Based on the above projected final cost, the project is projected to be over budget by $8,271.76. The projected final cost includes all items completed to date. There are no additional cost anticipated for this project.

STAFF RECOMMENDATIONS

Staff has no concerns with the work completed this period and staff recommends making the final payment as outlined in Final Pay Estimate No. 6 contingent on 70% turf establishment and receiving the IC-134 documents.

COUNCIL ACTION REQUESTED

MOTION to approve the Anderson Brothers Construction Final Pay Estimate No. 6 in the amount of $50,445.14 for the 2025 Commercial Full Depth Reclamation Improvements Project, Municipal Project Number 4425, contingent on 70% turf establishment and receiving the IC-134 documents.

FINAL PAYMENT ESTIMATE
NUMBER 6

Name of Contractor: Anderson Brothers Construction Company of Brainerd
11325 State Highway 210
Brainerd, MN 56401

Name of Owner: City of Baxter
13190 Memorywood Drive, PO Box 2626
Baxter, MN 56425

Date of Completion:
Original: See Agreement
Revised:

Amount of Contract:
Original: $737,884.85
Revised: $862,606.94

Dates of Estimate:
From: 5/22/26
To: 6/17/26

Description of Project:

2025 COMMERCIAL FULL DEPTH RECLAMATION IMPROVEMENTS, MUNICIPAL PROJECT NUMBER 4425

SPEC NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
2021.501	MOBILIZATION	1	LUMP SUM	$30,052.00	$30,052.00			1	$30,052.00
2104.502	REMOVE CASTING (SANITARY)	9	EACH	$116.00	$1,044.00			9	$1,044.00
2104.502	REMOVE CASTING (STORM)	8	EACH	$142.50	$1,140.00			9	$1,282.50
2104.502	REMOVE GATE VALVE BOX TOP	9	EACH	$87.00	$783.00			8	$696.00
2104.502	SALVAGE SIGN TYPE SPECIAL	3	EACH	$64.00	$192.00			4	$256.00
2104.502	REMOVE MAIL BOX SUPORT	7	EACH	$64.00	$448.00			8	$512.00
2104.502	REMOVE CURB STOP & BOX	1	EACH	$260.00	$260.00			1	$260.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	124	LIN FT	$4.25	$527.00			79	$335.75
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	457	LIN FT	$4.75	$2,170.75			507	$2,408.25
2104.503	REMOVE SEWER PIPE (SANITARY)	88	LIN FT	$5.25	$462.00			160	$840.00
2104.503	REMOVE CURB & GUTTER	4157	LIN FT	$3.25	$13,510.25			4216	$13,702.00
2104.503	REMOVE WATER SERVICE PIPE	23	LIN FT	$34.00	$782.00			23	$782.00
2105.503	REMOVE SANITARY SERVIE PIPE	32	LIN FT	$42.25	$1,352.00			32	$1,352.00
2104.504	REMOVE CONCRETE MEDIAN	131	SQ YD	$9.00	$1,179.00			131	$1,179.00
2104.504	REMOVE CONCRETE PAVEMENT	335	SQ YD	$7.50	$2,512.50			361	$2,707.50
2104.504	REMOVE BITUMINOUS PAVEMENT	558	SQ YD	$6.00	$3,348.00			561	$3,366.00
2104.601	SALVAGE AGGREGATE (LV)	2863	CU YD	$7.25	$20,756.75			2863	$20,756.75
2105.507	COMMON EXCAVATION	1238	CU YD	$15.25	$18,879.50			1316	$20,069.00
2105.507	COMMON EMBANKMENT	256	CU YD	$7.50	$1,920.00			256	$1,920.00
2106.601	DEWATERING	1	LUMP SUM	$22,110.00	$22,110.00			1	$22,110.00
2106.609	INSTALL SALVAGED AGGREGATE (CV)	1705	CU YD	$10.50	$17,902.50			1705	$17,902.50
2112.619	RECLAIMED AGGREGATE BASE PREPARATION	23	ROAD STA	$255.00	$5,865.00			24.1	$6,145.50
2123.510	COMMON LABORERS	6	HOUR	$65.00	$390.00			3.83	$248.95
2123.610	SKID LOADER	6	HOUR	$140.00	$840.00			14.1	$1,974.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	10	HOUR	$175.00	$1,750.00			15.56	$2,723.00
2211.607	AGGREGATE BASE SPECIAL (CV)	170	CU YD	$44.00	$7,480.00			48	$2,112.00
2215.504	FULL DEPTH RECLAMATION 8.5"	1250	SQ YD	$3.00	$3,750.00			1250	$3,750.00
2215.504	FULL DEPTH RECLAMATION 9.5"	8057	SQ YD	$1.50	$12,085.50			8057	$12,085.50
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (COMMERCIAL)	355	SQ YD	$21.50	$7,632.50			395	$8,492.50
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	1129	TON	$86.75	$97,940.75			1106	$95,945.50
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	1129	TON	$80.50	$90,884.50			960	$77,280.00
2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	1129	TON	$74.50	$84,110.50			1181	$87,984.50
2503.602	CONNECT TO EXISTING SANITAY SEWER	2	EACH	$1,108.50	$2,217.00			4	$4,434.00
2503.602	CONSTRUCT DRAINAGE STRUCUTRE 48-4020	1	EACH	$6,256.00	$6,256.00			1	$6,256.00
2503.603	8" PIPE SEWER	86	LIN FT	$43.00	$3,698.00			207	$8,901.00
2503.603	CLEAN AND VIDEO TAPE STORM SEWER PIPE	1298	LIN FT	$1.75	$2,271.50	1594	$2,789.50	1594	$2,789.50
2503.603	CLEAN AND VIDEO TAPE SEWER	1648	LIN FT	$3.75	$6,180.00	810	$3,037.50	810	$3,037.50
2504.602	ADJUST CRUB STOP	3	EACH	$301.00	$903.00				
2504.602	INSTALL GATE VALVE BOX TOP	10	EACH	$406.50	$4,065.00			8	$3,252.00
2504.602	VALVE BOX MID SECTION	5	EACH	$498.50	$2,492.50			8	$3,988.00
2506.502	CASTING ASSEMBLY (SANITARY 700-7)	9	EACH	$1,193.00	$10,737.00			10	$11,930.00
2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	8	EACH	$1,414.00	$11,312.00			9	$12,726.00
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	8	EACH	$1,292.00	$10,336.00			9	$11,628.00
2506.603	SANITARY MANHOLE EXCESS DEPTH	3.2	LIN FT	$548.00	$1,753.60			3.2	$1,753.60
2521.518	4" CONCRETE WALK	282	SQ FT	$7.00	$1,974.00			332	$2,324.00
2521.518	8" CONCRETE WALK	202	SQ FT	$14.75	$2,979.50				
2521.603	WOOD CHIP WALK	10	LIN FT	$175.00	$1,750.00			17	$2,975.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	4149	LIN FT	$21.25	$88,166.25			4222	$89,717.50
2531.504	CONCRETE MEDIAN	125	SQ YD	$195.00	$24,375.00			125	$24,375.00
2531.504	6" CONCRETE DRIVEWAY PAVEMENT (COMMERCIAL)	62	SQ YD	$76.00	$4,712.00			75	$5,700.00
2531.604	8" CONCRETE VALLEY GUTTER	337	SQ YD	$86.00	$28,982.00			333	$28,638.00
2531.618	TRUNCATED DOMES	36	SQ FT	$75.00	$2,700.00			12	$900.00
2540.602	MAIL BOX SUPPORT	7	EACH	$111.00	$777.00			10	$1,110.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	$1,953.00	$1,953.00			1.55	$3,027.15
2564.602	INSTALL SIGN TYPE SPECIAL	6	EACH	$111.00	$666.00			9.25	$1,026.75
2573.502	STORM DRAIN INLET PROTECTION	8	EACH	$206.00	$1,648.00			13	$2,678.00
2573.503	SILT FENCE, TYPE MS	2702	LIN FT	$3.25	$8,781.50			3035	$9,863.75
2573.503	BIOROLL	3275	LIN FT	$4.25	$13,918.75			3275	$13,918.75
2573.501	STABILIZED CONSTRUCTION EXIT	4	EACH	$1,155.75	$4,623.00				
2574.505	SOIL BED PREPRATION	0.5	ACRE	$1,050.50	$525.25			1.4	$1,470.71
2574.507	SCREENED TOPSOIL BORROW	128	CU YD	$49.00	$6,272.00			447.5	$21,927.50
2574.508	FERTILIZER TYPE 3	144	POUND	$1.00	$144.00			1075	$1,075.00
2575.505	SEEDING	0.5	ACRE	$1,050.50	$525.25			1.4	$1,470.71
2575.505	HYDRAULIC ORGANIC MATRIX	0.5	ACRE	$10,293.00	$5,146.50			1.4	$14,410.20
2575.508	SEED OATS	48	POUND	$0.75	$36.00				
2575.508	SEED TURFGRASS	240	POUND	$3.25	$780.00			558	$1,813.50
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	1872	POUND	$3.25	$6,084.00			5450	$17,712.50
2575.523	WATER	16	MGAL	$69.00	$1,104.00	28	$1,932.00	52	$3,588.00
2582.503	4" BROKEN LINE PAINT	300	LIN FT	$1.00	$300.00			320	$320.00
2582.503	4" DOUBLE SOLID LINE PAINT	1411	LIN FT	$1.75	$2,469.25			1411	$2,469.25
2582.518	PAVEMENT MESSAGE	2	EACH	$105.50	$211.00			3	$316.50
2104.601	SPRINKLER REPAIR - ALLOWANCE	1	LUMP SUM	$10,000.00	$10,000.00			1.661	$16,610.00
	CHANGE ORDER #1								
	LIGHTING ADJUSTMENTS	1	LUMP SUM	$3,650.90	$3,650.90			0.842	$3,074.06
	CHANGE ORDER #4								
	ADDITIONAL SANITARY SEWER WORK	1	LUMP SUM	$20,404.91	$20,404.91			1	$20,404.91
	ADDITIONAL WATERMAIN WORK	1	LUMP SUM	$2,936.38	$2,936.38			1	$2,936.38
	CHANGE ORDER #5								
	ADDITIONAL STORM SEWER WORK	1	LUMP SUM	$97,999.90	$97,999.90			1	$97,999.90
	CHANGE ORDER #6								
	CHANGE ORDER #4 CORRECTION	1	LUMP SUM	($270.00)	($270.00)			1	($270.00)

TOTAL:	$862,606.94	$7,759.00	$906,553.32

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	$7,759.00	$906,553.32
AMOUNT RETAINED		
RELEASED RETAINAGE	$42,686.14	
PREVIOUS PAYMENTS		$855,108.18
AMOUNT DUE	$50,445.14	$50,445.14

Estimated Percentage Completed: 105.1%

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

CONTRACTOR : ANDERSON BROTHERS CONSTRUCTION COMPANY

BY:

Date: 6-22-26

APPROVED BY CITY OF BAXTER:

BY:
Kelly Steele, Assistant City Administrator / City Clerk

Date:

APPROVED BY CITY OF BAXTER:

BY:
Darrel Olson, Mayor

Date:

ENGINEER'S CERTIFICATION:
The undersigned endorses that to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

ENGINEER: WIDSETH SMITH NOLTING

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

Date: 06-24-26

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY:

Date:

FINAL PAY ESTIMATE 6 - ATTACHMENT A
2025 COMMERCIAL FDR IMPROVEMENTS PROJECT
MUNICIPAL PROJECT NUMBER 4425
Wednesday, June 17, 2026

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	AUDUBON WAY					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	$30,052.00	0.87	$26,145.24			0.87	$26,145.24
2	2104.502	REMOVE CASTING (SANITARY)	EACH	$116.00	7	$812.00			7	$812.00
3	2104.502	REMOVE CASTING (STORM)	EACH	$142.50	5	$712.50			6	$855.00
4	2104.502	REMOVE GATE VALVE BOX TOP	EACH	$87.00	6	$522.00			6	$522.00
5	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	$64.00	3	$192.00			4	$256.00
6	2104.502	REMOVE MAIL BOX SUPORT	EACH	$64.00	6	$384.00			7	$448.00
7	2104.502	REMOVE CURB STOP & BOX	EACH	$260.00						
8	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$4.25	96	$408.00			67	$284.75
9	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$4.75	332	$1,577.00			342	$1,624.50
10	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	$5.25	88	$462.00			160	$840.00
11	2104.503	REMOVE CURB & GUTTER	LIN FT	$3.25	3737	$12,145.25			3791	$12,320.75
12	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	$34.00						
13	2105.503	REMOVE SANITARY SERVICE PIPE	LIN FT	$42.25						
14	2104.504	REMOVE CONCRETE MEDIAN	SQ YD	$9.00	131	$1,179.00			131	$1,179.00
15	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	$7.50	206	$1,545.00			222	$1,665.00
16	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	$6.00	497	$2,982.00			504	$3,024.00
17	2104.601	SALVAGE AGGREGATE (LV)	CU YD	$7.25	2615	$18,958.75			2615	$18,958.75
18	2105.507	COMMON EXCAVATION	CU YD	$15.25	1096	$16,714.00			1096	$16,714.00
19	2105.507	COMMON EMBANKMENT	CU YD	$7.50	232	$1,740.00			232	$1,740.00
20	2106.601	DEWATERING	LUMP SUM	$22,110.00	1	$22,110.00			1	$22,110.00
21	2106.609	INSTALL SALVAGED AGGREGATE (CV)	CU YD	$10.50	1541	$16,180.50			1541	$16,180.50
22	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	$255.00	20.8	$5,304.00			20.8	$5,304.00
23	2123.510	COMMON LABORERS	HOUR	$65.00	4	$260.00			3.83	$248.95
24	2123.610	SKID LOADER	HOUR	$140.00	4	$560.00			14.1	$1,974.00
25	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HOUR	$175.00	6	$1,050.00			8.8	$1,540.00
26	2211.607	AGGREGATE BASE SPECIAL (CV)	CU YD	$44.00	150	$6,600.00			48	$2,112.00
27	2215.504	FULL DEPTH RECLAMATION 8.5"	SQ YD	$3.00						
28	2215.504	FULL DEPTH RECLAMATION 9.5"	SQ YD	$1.50	8057	$12,085.50			8057	$12,085.50
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (COMMERCIAL)	SQ YD	$21.50	294	$6,321.00			338	$7,267.00
30	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$86.75	978	$84,841.50			945	$81,978.75
31	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$80.50	978	$78,729.00			794	$63,917.00
32	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	$74.50	978	$72,861.00			1056	$78,672.00
33	2503.602	CONNECT TO EXISTING SANITAY SEWER	EACH	$1,108.50	2	$2,217.00			4	$4,434.00
34	2503.602	CONSTRUCT DRAINAGE STRUCUTRE 48-4020	EACH	$6,256.00	1	$6,256.00			1	$6,256.00
35	2503.603	8" PIPE SEWER	LIN FT	$43.00	86	$3,698.00			207	$8,901.00
36	2503.603	CLEAN AND VIDEO TAPE STORM SEWER PIPE	LIN FT	$1.75	1216	$2,128.00	1482	$2,593.50	1482	$2,593.50
37	2503.603	CLEAN AND VIDEO TAPE SEWER	LIN FT	$3.75	1406	$5,272.50	688	$2,580.00	688	$2,580.00
38	2504.602	ADJUST CRUB STOP	EACH	$301.00	3	$903.00				
39	2504.602	INSTALL GATE VALVE BOX TOP	EACH	$406.50	6	$2,439.00			6	$2,439.00
40	2504.602	VALVE BOX MID SECTION	EACH	$498.50	3	$1,495.50			6	$2,991.00
41	2506.502	CASTING ASSEMBLY (SANITARY 700-7)	EACH	$1,193.00	7	$8,351.00			8	$9,544.00
42	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	EACH	$1,414.00	5	$7,070.00			6	$8,484.00
43	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	$1,292.00	5	$6,460.00			6	$7,752.00
44	2506.603	SANITARY MANHOLE EXCESS DEPTH	LIN FT	$548.00	3.2	$1,753.60			3.2	$1,753.60
45	2521.518	4" CONCRETE WALK	SQ FT	$7.00						
46	2521.518	8" CONCRETE WALK	SQ FT	$14.75	202	$2,979.50				
47	2521.603	WOOD CHIP WALK	LIN FT	$175.00	10	$1,750.00			17	$2,975.00
48	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	$21.25	3737	$79,411.25			3810	$80,962.50
49	2531.504	CONCRETE MEDIAN	SQ YD	$195.00	125	$24,375.00			125	$24,375.00
50	2531.504	6" CONCRETE DRIVEWAY PAVEMENT (COMMERCIAL)	SQ YD	$76.00	62	$4,712.00			75	$5,700.00
51	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$86.00	283	$24,338.00			263	$22,618.00
52	2531.618	TRUNCATED DOMES	SQ FT	$75.00	20	$1,500.00				
53	2540.602	MAIL BOX SUPPORT	EACH	$111.00	6	$666.00			9	$999.00
54	2563.601	TRAFFIC CONTROL	LUMP SUM	$1,953.00	0.87	$1,699.11			1.42	$2,773.26
55	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	$111.00	6	$666.00			9.25	$1,026.75
56	2573.502	STORM DRAIN INLET PROTECTION	EACH	$206.00	5	$1,030.00			8	$1,648.00
57	2573.503	SILT FENCE, TYPE MS	LIN FT	$3.25	2702	$8,781.50			3035	$9,863.75
58	2573.503	BIOROLL	LIN FT	$4.25	3275	$13,918.75			3200	$13,600.00
59	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	$1,155.75	2	$2,311.50				
60	2574.505	SOIL BED PREPRATION	ACRE	$1,050.50	0.45	$472.73			1.1	$1,155.55
61	2574.507	SCREENED TOPSOIL BORROW	CU YD	$49.00	116	$5,684.00			387.5	$18,987.50
62	2574.508	FERTILIZER TYPE 3	POUND	$1.00	129	$129.00			893	$893.00
63	2575.505	SEEDING	ACRE	$1,050.50	0.45	$472.73			1.1	$1,155.55
64	2575.505	HYDRAULIC ORGANIC MATRIX	ACRE	$10,293.00	0.45	$4,631.85			1.1	$11,322.30
65	2575.508	SEED OATS	POUND	$0.75	43	$32.25				
66	2575.508	SEED TURFGRASS	POUND	$3.25	220	$715.00			437	$1,420.25
67	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	$3.25	1677	$5,450.25			4294	$13,955.50
68	2575.523	WATER	MGAL	$69.00	10	$690.00	18	$1,242.00	40	$2,760.00
69	2582.503	4" BROKEN LINE PAINT	LIN FT	$1.00	210	$210.00			230	$230.00
70	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	$1.75	1061	$1,856.75			1318	$2,306.50
71	2582.518	PAVEMENT MESSAGE	EACH	$105.50	2	$211.00			3	$316.50
72	2104.601	SPRINKLER REPAIR - ALLOWANCE	LUMP SUM	$10,000.00	0.87	$8,700.00			1.441	$14,410.00
		CHANGE ORDER #1								
		LIGHTING ADJUSTMENTS	LUMP SUM	$3,650.90	1	$3,650.90			0.842	$3,074.06
		CHANGE ORDER #3								
		ADDITIONAL SANITARY SEWER WORK	LUMP SUM	$20,404.91	1	$20,404.91			1	$20,404.91
		ADDITIONAL WATERMAIN WORK	LUMP SUM	$2,936.38	0.21	$616.64			0.21	$616.64
		CHANGE ORDER #5								
		ADDITIONAL STORM SEWER WORK	LUMP SUM	$97,999.90	1	$97,999.90			1	$97,999.90
		CHANGE ORDER #6								
		CHANGE ORDER #4 CORRECTION	LUMP SUM	($270.00)	0.21	-$56.70			0.21	-$56.70
TOTALS:						$761,434.65		$6,415.50		$795,999.50
AMOUNT RETAINED										
RELEASED RETAINAGE								$37,670.52		
PREVIOUS PAYMENTS										$751,913.48
AMOUNT DUE:								$44,086.02		$44,086.02

FINAL PAY ESTIMATE 6 - ATTACHMENT A
2025 COMMERCIAL FDR IMPROVEMENTS PROJECT
MUNICIPAL PROJECT NUMBER 4425
Wednesday, June 17, 2026

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	WHISPERING WOODS LANE					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	$30,052.00	0.13	$3,906.76			0.13	$3,906.76
2	2104.502	REMOVE CASTING (SANITARY)	EACH	$116.00	2	$232.00			2	$232.00
3	2104.502	REMOVE CASTING (STORM)	EACH	$142.50	3	$427.50			3	$427.50
4	2104.502	REMOVE GATE VALVE BOX TOP	EACH	$87.00	3	$261.00			2	$174.00
5	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	$64.00						
6	2104.502	REMOVE MAIL BOX SUPORT	EACH	$64.00	1	$64.00			1	$64.00
7	2104.502	REMOVE CURB STOP & BOX	EACH	$260.00	1	$260.00			1	$260.00
8	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$4.25	28	$119.00			12	$51.00
9	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$4.75	125	$593.75			165	$783.75
10	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	$5.25						
11	2104.503	REMOVE CURB & GUTTER	LIN FT	$3.25	420	$1,365.00			425	$1,381.25
12	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	$34.00	23	$782.00			23	$782.00
13	2105.503	REMOVE SANITARY SERVICE PIPE	LIN FT	$42.25	32	$1,352.00			32	$1,352.00
14	2104.504	REMOVE CONCRETE MEDIAN	SQ YD	$9.00						
15	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	$7.50	129	$967.50			139	$1,042.50
16	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	$6.00	61	$366.00			57	$342.00
17	2104.601	SALVAGE AGGREGATE (LV)	CU YD	$7.25	248	$1,798.00			248	$1,798.00
18	2105.507	COMMON EXCAVATION	CU YD	$15.25	142	$2,165.50			220	$3,355.00
19	2105.507	COMMON EMBANKMENT	CU YD	$7.50	24	$180.00			24	$180.00
20	2106.601	DEWATERING	LUMP SUM	$22,110.00						
21	2106.609	INSTALL SALVAGED AGGREGATE (CV)	CU YD	$10.50	164	$1,722.00			164	$1,722.00
22	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	$255.00	2.2	$561.00			3.3	$841.50
23	2123.510	COMMON LABORERS	HOUR	$65.00	2	$130.00				
24	2123.610	SKID LOADER	HOUR	$140.00	2	$280.00				
25	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HOUR	$175.00	4	$700.00			6.76	$1,183.00
26	2211.607	AGGREGATE BASE SPECIAL (CV)	CU YD	$44.00	20	$880.00				
27	2215.504	FULL DEPTH RECLAMATION 8.5"	SQ YD	$3.00	1250	$3,750.00			1250	$3,750.00
28	2215.504	FULL DEPTH RECLAMATION 9.5"	SQ YD	$1.50						
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (COMMERCIAL)	SQ YD	$21.50	61	$1,311.50			57	$1,225.50
30	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$86.75	151	$13,099.25			161	$13,966.75
31	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$80.50	151	$12,155.50			166	$13,363.00
32	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	$74.50	151	$11,249.50			125	$9,312.50
33	2503.602	CONNECT TO EXISTING SANITAY SEWER	EACH	$1,108.50						
34	2503.602	CONSTRUCT DRAINAGE STRUCUTRE 48-4020	EACH	$6,256.00						
35	2503.603	8" PIPE SEWER	LIN FT	$43.00						
36	2503.603	CLEAN AND VIDEO TAPE STORM SEWER PIPE	LIN FT	$1.75	82	$143.50	112	$196.00	112	$196.00
37	2503.603	CLEAN AND VIDEO TAPE SEWER	LIN FT	$3.75	242	$907.50	122	$457.50	122	$457.50
38	2504.602	ADJUST CRUB STOP	EACH	$301.00						
39	2504.602	INSTALL GATE VALVE BOX TOP	EACH	$406.50	4	$1,626.00			2	$813.00
40	2504.602	VALVE BOX MID SECTION	EACH	$498.50	2	$997.00			2	$997.00
41	2506.502	CASTING ASSEMBLY (SANITARY 700-7)	EACH	$1,193.00	2	$2,386.00			2	$2,386.00
42	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	EACH	$1,414.00	3	$4,242.00			3	$4,242.00
43	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	$1,292.00	3	$3,876.00			3	$3,876.00
44	2506.603	SANITARY MANHOLE EXCESS DEPTH	LIN FT	$548.00						
45	2521.518	4" CONCRETE WALK	SQ FT	$7.00	282	$1,974.00			332	$2,324.00
46	2521.518	8" CONCRETE WALK	SQ FT	$14.75						
47	2521.603	WOOD CHIP WALK	LIN FT	$175.00						
48	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	$21.25	412	$8,755.00			412	$8,755.00
49	2531.504	CONCRETE MEDIAN	SQ YD	$195.00						
50	2531.504	6" CONCRETE DRIVEWAY PAVEMENT (COMMERCIAL)	SQ YD	$76.00						
51	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$86.00	54	$4,644.00			70	$6,020.00
52	2531.618	TRUNCATED DOMES	SQ FT	$75.00	16	$1,200.00			12	$900.00
53	2540.602	MAIL BOX SUPPORT	EACH	$111.00	1	$111.00			1	$111.00
54	2563.601	TRAFFIC CONTROL	LUMP SUM	$1,953.00	0.13	$253.89			0.13	$253.89
55	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	$111.00						
56	2573.502	STORM DRAIN INLET PROTECTION	EACH	$206.00	3	$618.00			5	$1,030.00
57	2573.503	SILT FENCE, TYPE MS	LIN FT	$3.25						
58	2573.503	BIOROLL	LIN FT	$4.25					75	$318.75
59	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	$1,155.75	2	$2,311.50				
60	2574.505	SOIL BED PREPRATION	ACRE	$1,050.50	0.05	$52.53			0.3	$315.16
61	2574.507	SCREENED TOPSOIL BORROW	CU YD	$49.00	12	$588.00			60	$2,940.00
62	2574.508	FERTILIZER TYPE 3	POUND	$1.00	15	$15.00			182	$182.00
63	2575.505	SEEDING	ACRE	$1,050.50	0.05	$52.53			0.3	$315.16
64	2575.505	HYDRAULIC ORGANIC MATRIX	ACRE	$10,293.00	0.05	$514.65			0.3	$3,087.90
65	2575.508	SEED OATS	POUND	$0.75	5	$3.75				
66	2575.508	SEED TURFGRASS	POUND	$3.25	20	$65.00			121	$393.25
67	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	$3.25	195	$633.75			1156	$3,757.00
68	2575.523	WATER	MGAL	$69.00	6	$414.00	10	$690.00	12	$828.00
69	2582.503	4" BROKEN LINE PAINT	LIN FT	$1.00	90	$90.00			90	$90.00
70	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	$1.75	350	$612.50			93	$162.75
71	2582.518	PAVEMENT MESSAGE	EACH	$105.50						
72	2104.601	SPRINKLER REPAIR - ALLOWANCE	LUMP SUM	$10,000.00	0.13	$1,300.00			0.22	$2,200.00
		CHANGE ORDER #1								
		LIGHTING ADJUSTMENTS	LUMP SUM	$3,650.90						
		CHANGE ORDER #3								
		ADDITIONAL SANITARY SEWER WORK	LUMP SUM	$20,404.91						
		ADDITIONAL WATERMAIN WORK	LUMP SUM	$2,936.38	0.79	$2,319.74			0.79	$2,319.74
		CHANGE ORDER #5								
		ADDITIONAL STORM SEWER WORK	LUMP SUM	$97,999.90						
		CHANGE ORDER #6								
		CHANGE ORDER #4 CORRECTION	LUMP SUM	($270.00)	0.79	-$213.30			0.79	-$213.30
TOTALS:						$101,172.29		$1,343.50		$110,553.81
AMOUNT RETAINED										
RELEASED RETAINAGE								$5,015.62		
PREVIOUS PAYMENTS										$104,194.69
AMOUNT DUE:								$6,359.12		$6,359.12

FINAL PAY ESTIMATE 6 - ATTACHMENT A
2025 COMMERCIAL FDR IMPROVEMENTS PROJECT
MUNICIPAL PROJECT NUMBER 4425
Wednesday, June 17, 2026

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	$30,052.00	1	$30,052.00			1	$30,052.00
2	2104.502	REMOVE CASTING (SANITARY)	EACH	$116.00	9	$1,044.00			9	$1,044.00
3	2104.502	REMOVE CASTING (STORM)	EACH	$142.50	8	$1,140.00			9	$1,282.50
4	2104.502	REMOVE GATE VALVE BOX TOP	EACH	$87.00	9	$783.00			8	$696.00
5	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	$64.00	3	$192.00			4	$256.00
6	2104.502	REMOVE MAIL BOX SUPORT	EACH	$64.00	7	$448.00			8	$512.00
7	2104.502	REMOVE CURB STOP & BOX	EACH	$260.00	1	$260.00			1	$260.00
8	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$4.25	124	$527.00			79	$335.75
9	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$4.75	457	$2,170.75			507	$2,408.25
10	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	$5.25	88	$462.00			160	$840.00
11	2104.503	REMOVE CURB & GUTTER	LIN FT	$3.25	4157	$13,510.25			4216	$13,702.00
12	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	$34.00	23	$782.00			23	$782.00
13	2105.503	REMOVE SANITARY SERVICE PIPE	LIN FT	$42.25	32	$1,352.00			32	$1,352.00
14	2104.504	REMOVE CONCRETE MEDIAN	SQ YD	$9.00	131	$1,179.00			131	$1,179.00
15	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	$7.50	335	$2,512.50			361	$2,707.50
16	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	$6.00	558	$3,348.00			561	$3,366.00
17	2104.601	SALVAGE AGGREGATE (LV)	CU YD	$7.25	2863	$20,756.75			2863	$20,756.75
18	2105.507	COMMON EXCAVATION	CU YD	$15.25	1238	$18,879.50			1316	$20,069.00
19	2105.507	COMMON EMBANKMENT	CU YD	$7.50	256	$1,920.00			256	$1,920.00
20	2106.601	DEWATERING	LUMP SUM	$22,110.00	1	$22,110.00			1	$22,110.00
21	2106.609	INSTALL SALVAGED AGGREGATE (CV)	CU YD	$10.50	1705	$17,902.50			1705	$17,902.50
22	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	$255.00	23	$5,865.00			24.1	$6,145.50
23	2123.510	COMMON LABORERS	HOUR	$65.00	6	$390.00			3.83	$248.95
24	2123.610	SKID LOADER	HOUR	$140.00	6	$840.00			14.1	$1,974.00
25	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HOUR	$175.00	10	$1,750.00			15.56	$2,723.00
26	2211.607	AGGREGATE BASE SPECIAL (CV)	CU YD	$44.00	170	$7,480.00			48	$2,112.00
27	2215.504	FULL DEPTH RECLAMATION 8.5"	SQ YD	$3.00	1250	$3,750.00			1250	$3,750.00
28	2215.504	FULL DEPTH RECLAMATION 9.5"	SQ YD	$1.50	8057	$12,085.50			8057	$12,085.50
29	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (COMMERCIAL)	SQ YD	$21.50	355	$7,632.50			395	$8,492.50
30	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$86.75	1129	$97,940.75			1106	$95,945.50
31	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$80.50	1129	$90,884.50			960	$77,280.00
32	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	$74.50	1129	$84,110.50			1181	$87,984.50
33	2503.602	CONNECT TO EXISTING SANITAY SEWER	EACH	$1,108.50	2	$2,217.00			4	$4,434.00
34	2503.602	CONSTRUCT DRAINAGE STRUCUTRE 48-4020	EACH	$6,256.00	1	$6,256.00			1	$6,256.00
35	2503.603	8" PIPE SEWER	LIN FT	$43.00	86	$3,698.00			207	$8,901.00
36	2503.603	CLEAN AND VIDEO TAPE STORM SEWER PIPE	LIN FT	$1.75	1298	$2,271.50	1594	$2,789.50	1594	$2,789.50
37	2503.603	CLEAN AND VIDEO TAPE SEWER	LIN FT	$3.75	1648	$6,180.00	810	$3,037.50	810	$3,037.50
38	2504.602	ADJUST CRUB STOP	EACH	$301.00	3	$903.00				
39	2504.602	INSTALL GATE VALVE BOX TOP	EACH	$406.50	10	$4,065.00			8	$3,252.00
40	2504.602	VALVE BOX MID SECTION	EACH	$498.50	5	$2,492.50			8	$3,988.00
41	2506.502	CASTING ASSEMBLY (SANITARY 700-7)	EACH	$1,193.00	9	$10,737.00			10	$11,930.00
42	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	EACH	$1,414.00	8	$11,312.00			9	$12,726.00
43	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	$1,292.00	8	$10,336.00			9	$11,628.00
44	2506.603	SANITARY MANHOLE EXCESS DEPTH	LIN FT	$548.00	3.2	$1,753.60			3.2	$1,753.60
45	2521.518	4" CONCRETE WALK	SQ FT	$7.00	282	$1,974.00			332	$2,324.00
46	2521.518	8" CONCRETE WALK	SQ FT	$14.75	202	$2,979.50				
47	2521.603	WOOD CHIP WALK	LIN FT	$175.00	10	$1,750.00			17	$2,975.00
48	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	$21.25	4149	$88,166.25			4222	$89,717.50
49	2531.504	CONCRETE MEDIAN	SQ YD	$195.00	125	$24,375.00			125	$24,375.00
50	2531.504	6" CONCRETE DRIVEWAY PAVEMENT (COMMERCIAL)	SQ YD	$76.00	62	$4,712.00			75	$5,700.00
51	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$86.00	337	$28,982.00			333	$28,638.00
52	2531.618	TRUNCATED DOMES	SQ FT	$75.00	36	$2,700.00			12	$900.00
53	2540.602	MAIL BOX SUPPORT	EACH	$111.00	7	$777.00			10	$1,110.00
54	2563.601	TRAFFIC CONTROL	LUMP SUM	$1,953.00	1	$1,953.00			1.55	$3,027.15
55	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	$111.00	6	$666.00			9.25	$1,026.75
56	2573.502	STORM DRAIN INLET PROTECTION	EACH	$206.00	8	$1,648.00			13	$2,678.00
57	2573.503	SILT FENCE, TYPE MS	LIN FT	$3.25	2702	$8,781.50			3035	$9,863.75
58	2573.503	BIOROLL	LIN FT	$4.25	3275	$13,918.75			3275	$13,918.75
59	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	$1,155.75	4	$4,623.00				
60	2574.505	SOIL BED PREPRATION	ACRE	$1,050.50	0.5	$525.25			1.4	$1,470.71
61	2574.507	SCREENED TOPSOIL BORROW	CU YD	$49.00	128	$6,272.00			447.5	$21,927.50
62	2574.508	FERTILIZER TYPE 3	POUND	$1.00	144	$144.00			1075	$1,075.00
63	2575.505	SEEDING	ACRE	$1,050.50	0.5	$525.25			1.4	$1,470.71
64	2575.505	HYDRAULIC ORGANIC MATRIX	ACRE	$10,293.00	0.5	$5,146.50			1.4	$14,410.20
65	2575.508	SEED OATS	POUND	$0.75	48	$36.00				
66	2575.508	SEED TURFGRASS	POUND	$3.25	240	$780.00			558	$1,813.50
67	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	$3.25	1872	$6,084.00			5450	$17,712.50
68	2575.523	WATER	MGAL	$69.00	16	$1,104.00	28	$1,932.00	52	$3,588.00
69	2582.503	4" BROKEN LINE PAINT	LIN FT	$1.00	300	$300.00			320	$320.00
70	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	$1.75	1411	$2,469.25			1411	$2,469.25
71	2582.518	PAVEMENT MESSAGE	EACH	$105.50	2	$211.00			3	$316.50
72	2104.601	SPRINKLER REPAIR - ALLOWANCE	LUMP SUM	$10,000.00	1	$10,000.00			1.661	$16,610.00
		CHANGE ORDER #1								
		LIGHTING ADJUSTMENTS	LUMP SUM	$3,650.90	1	$3,650.90			0.842	$3,074.06
		CHANGE ORDER #3								
		ADDITIONAL SANITARY SEWER WORK	LUMP SUM	$20,404.91	1	$20,404.91			1	$20,404.91
		ADDITIONAL WATERMAIN WORK	LUMP SUM	$2,936.38	1	$2,936.38			1	$2,936.38
		CHANGE ORDER #5								
		ADDITIONAL STORM SEWER WORK	LUMP SUM	$97,999.90	1	$97,999.90			1	$97,999.90
		CHANGE ORDER #6								
		CHANGE ORDER #4 CORRECTION	LUMP SUM	($270.00)	1	-$270.00			1	-$270.00

TOTALS:	$862,606.94	$7,759.00	$906,553.32
AMOUNT RETAINED			
RELEASED RETAINAGE		$42,686.14	
PREVIOUS PAYMENTS			$856,108.18
AMOUNT DUE:		$50,445.14	$50,445.14

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: 2027 Mill & Overlay, Full Depth Reclamation and Reconstruction Improvements, Project Monthly Update

Approval Required: No Action Required

BACKGROUND

Widseth completed the Evaluation Memo and recommendation for the 2027 Mill & Overlay and Full Depth Reclamation Project and reviewed this with the City Council at the June 16th City Council Work Session. Widseth has prepared a fee amendment and a Resolution Ordering the Feasibility Study based on the Road Recommendation Memo approval.

Widseth prepared a presentation review the schedule for the 2027 project as well as the 2028 and 2029 projects. This presentation reviews the recommended schedule for municipal Mill & Overlay and Full Depth Reclamation projects which is laid out for the 2029 project and how that compares to the proposed 2027 and 2028 Projects.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Widseth Fee Amendment in the Not to Exceed Amount of $28,500 for Professional Engineering Services for the 2027 Mill & Overlay and Full Depth Reclamation Improvements Feasibility Report

Approval Required: Simple Majority Vote

BACKGROUND

After the initial Feasibility Study proposal was approved by Council, Widseth reviewed with City staff the proposed scope of services and staff directed Widseth to complete a road evaluation and jetting and televising of the sanitary sewer and storm sewer systems.

The jetting and televising is complete with the exclusion of Berrywood Drive. The road evaluation was completed and summarized in a memo to City Council which was accepted at the June 16, 2026 City Council Meeting. The proposed fee amendment does not include improvements to Joler Road based on council discussion at the meeting. The road segments identified to be included in the 2027 Feasibility Report are as follows:

- Residential Mill & Overlay
  - Baxter Lions Road
  - Laverne Circle
  - Art Ward Drive
  - Perch Lake Drive
  - Excelsior Road (Inglewood Drive to Cherrywood Drive)
- Residential Full Depth Reclamation
  - Jasperwood Drive (310’ south of Mapleton Road to Marble Road)
- Commercial Mill & Overlay
  - Timberwood Drive (TH 210 to south 425’ of TH 210),
  - Woida Road (from Edgewood Drive to 700’ west of Edgewood Drive)
  - Cypress Drive (from Excelsior Road to 60’ north of Clearwater Road)
- Commercial Full Depth Reclamation
  - Edgewood Drive (from Novotny Road to Pine Beach Road)
  - Clearwater Road (from Cypress Drive to Golf Course Drive)

Widseth has proposed a fee amendment based on the road evaluation memo recommendations as outlined above. The scope of services and Individual tasks associated with this Fee Amendment can be found in the attached Fee Amendment Proposal. With the scope adjustment, **Widseth is requesting a fee amendment of $28,500** bringing the total contract amount to a Not To Exceed Total Fee of $78,500.

Based on Council comments from the June 16, 2026 Council Workshop discussion, Joler Road was removed from the 2027 Project to be reviewed at a later date.

FINANCIAL IMPLICATIONS

Widseth proposes to perform the services outlined in the attached Fee Amendment in the not to exceed amount of $28,500. Costs for the study will be tracked as part of the total project cost and will be capitalized if a project is completed.

STAFF RECOMMENDATIONS

Staff recommends approval of the Widseth Proposal in the not to exceed amount of $28,500. The road segments were presented at the June 16th council meeting and are incorporated into the scope of the fee amendment for drafting the feasibility report.

COUNCIL ACTION REQUESTED

MOTION to Approve the Widseth Fee Amendment in the not to exceed amount of $28,500 for Professional Engineering Services for the 2027 Mill & Overlay and Full Depth Reclamation Improvements Feasibility Report.

WIDSETH

June 26, 2026

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

Honorable Mayor and City Council
c/o Trevor Walter, P.E. – Public Works Director/City Engineer
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

RE: Fee Amendment for Professional Engineering Services
2027 Mill & Overlay and Full Depth Reclamation Improvements
Baxter, Minnesota

Dear Mayor and City Council:

Widseth is currently under contract with the City of Baxter for professional services related to the 2027 Mill & Overlay and Full Depth Reclamation Improvement Project. These services are being provided under two existing contracts totaling $50,000.

After the initial Feasibility Study proposal was approved by Council, Widseth reviewed with City staff the proposed scope of services and staff directed Widseth to complete a road evaluation and jetting and televising of the sanitary sewer and storm sewer systems.

The jetting and televising is complete with the exclusion of Berrywood Drive. The road evaluation has been completed and summarized in a memo to City Council which was approved at the June 16, 2026 City Council Meeting. The road evaluation memo reviewed the roads originally proposed in the initial Feasibility Study proposal. The memo makes recommendations on which year roads should be rehabilitated along with the recommended rehabilitation method or which year the roads should be reevaluated in. Recommendations for 2027 are as outlined in the memo are as follows:

- Residential Mill & Overlay
  - Baxter Lions Road
  - Laverne Circle
  - Art Ward Drive
  - Perch Lake Drive
  - Excelsior Road (Inglewood Drive to Cherrywood Drive)
- Residential Full Depth Reclamation
  - Jasperwood Drive (310’ south of Mapleton Road to Marble Road)
- Commercial Mill & Overlay
  - Timberwood Drive (TH 210 to south 425’ of TH 210),
  - Woida Road (from Edgewood Drive to 700’ west of Edgewood Drive)
  - Cypress Drive (from Excelsior Road to 60’ north of Clearwater Road)
- Commercial Full Depth Reclamation
  - Edgewood Drive (from Novotny Road to Pine Beach Road)
  - Clearwater Road (from Cypress Drive to Golf Course Drive)

A Project Area Map has been included highlighting the portions of the above roads to be reviewed as part of this report.

Feasibility Report

Widseth proposes to complete a Feasibility Report meeting the requirements of the Minnesota Chapter 429 assessment process. Specific items included with this proposal are:

- Conduct a Public Informational Meeting
- Research of existing project records, documents, and reports
- Estimate project costs and assessments based on the current City assessment policy
- Prepare a draft feasibility report summarizing the findings of the study
- Review draft report with City staff
- Modify the report based on staff comments
- Review report with Utilities Commission and City Council
- Prepare and submit final letter report based on City review comments

Assumptions and Exclusions

- Widseth provided an anticipated project schedule, attached.
- This Proposal is through acceptance of the Feasibility Report by City Council as noted on the anticipated project schedule.
- Widseth will complete 1 revision of the report that includes the roadways listed above. If the roadways are modified, additional services will be requested.
- This Proposal does not include Jetting and Televising Services.
- The City of Baxter will complete all mailings of the Widseth prepared notices.
- No Land Surveying or property title work is included.
- No wetland delineation services are included.
- No public hearings beyond the Improvement Hearing (required by Minnesota Chapter 429) are included.
- No utility (sanitary sewer, water distribution or other utility) extensions or relocations are anticipated.

As previously noted, the adjusted contract amount prior to the change in scope is $50,000. With the scope adjustment, **Widseth is requesting a fee amendment of $28,500** bringing the total contract amount to a Not To Exceed Total Fee of $78,500. The proposed task will be completed based on the attached project schedule.

Please note, this fee amendment does not include tasks related to professional services beyond the Feasibility Report portion of the project. A separate proposal for final assessment and construction related services will be brought forward after Bidding is complete.

If you agree with the proposed fee amendment, please sign and return one copy of this agreement to us as our authorization to invoice the previously completed additional work. We thank you for your consideration of our requested fee amendment and for giving us the opportunity to work with the City to make this project a reality. If you have any questions, please feel free to give me a call.

Sincerely,

Alex D Bitter

Alex Bitter, P.E.

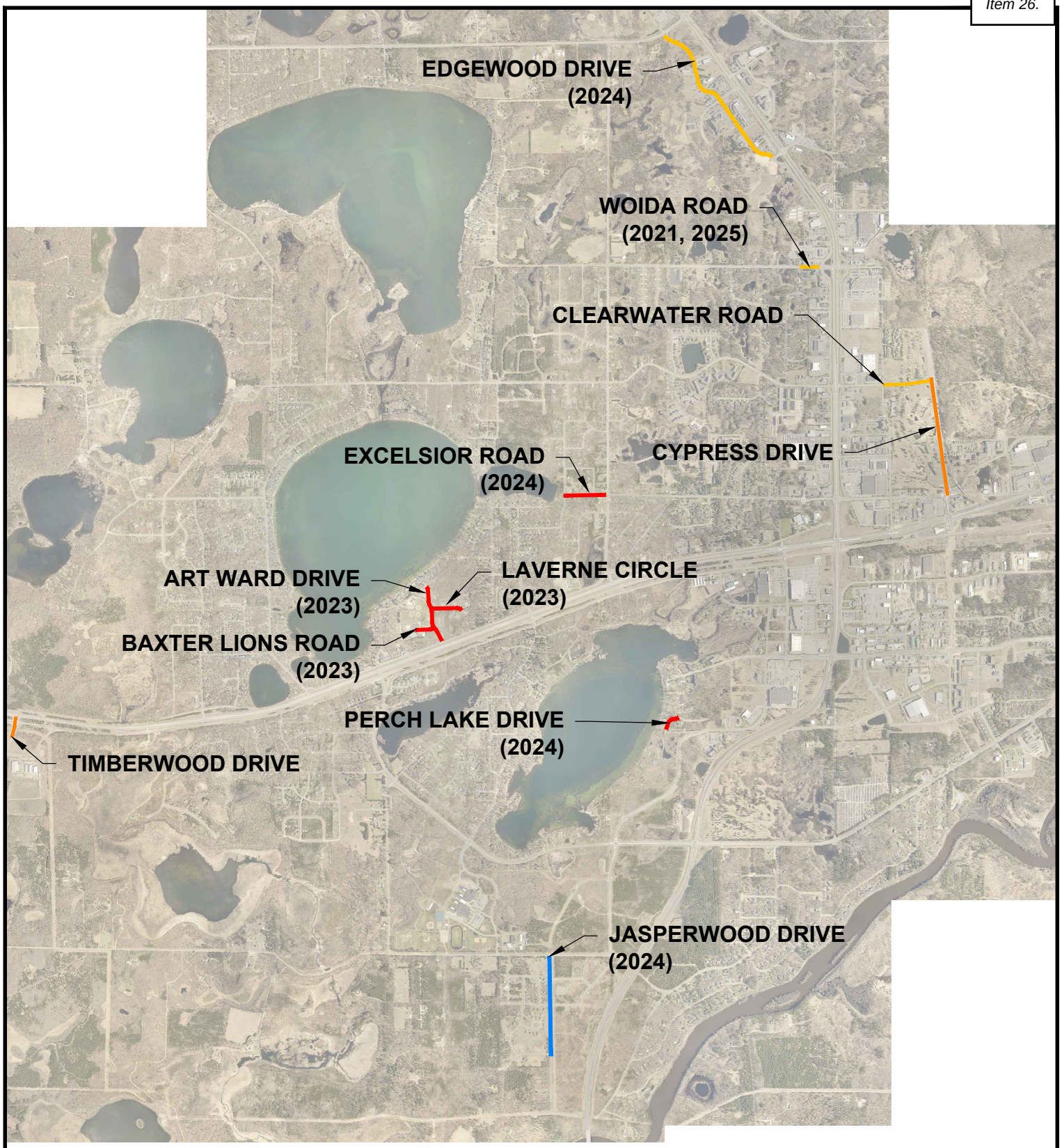
Proposed by Widseth Smith Nolting

Alex Bitter, Vice President

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

Date

Date



LEGEND

- RESIDENTIAL MILL & OVERLAY
- RESIDENTIAL FULL DEPTH RECLAMATION
- COMMERCIAL FULL DEPTH RECLAMATION
- COMMERCIAL MILL & OVERLAY
- (YEAR) PRIOR YEAR OF EVALUATION

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

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.

ALEX D BITTER DATE: LIC. NO.57744

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: DEC 2025
SCALE: AS SHOWN
DRAWN BY: ADB
CHECKED BY: ADB
JOB NUMBER:

2027 M&O & FDR IMPROVEMENTS PROJECT
CITY OF BAXTER
BAXTER, MINNESOTA

PROJECT AREA MAP

SHEET OF

PROPOSED PROJECT SCHEDULE
2027 Mill & Overlay and Full Depth Reclamation Improvements Project, CPF 4427
BAXTER, MN
Monday, June 1, 2026

MAJOR TASKS AND MILESTONES	DATES	REMARKS	NOTES
Authorize Preparation of Feasibility Report	Wednesday, December 3, 2025	Utilities Commission Meeting	
Authorize Preparation of Feasibility Report	Tuesday, December 16, 2025	City Council Meeting	
Authorize Roadway Evaluation	Wednesday, April 8, 2026	Utilities Commission Meeting	
Authorize roadway Evaluation	Tuesday, April 21, 2026		
Accept Road Evaluation Memo	Wednesday, June 3, 2026	Utilities Commission Meeting	
Accept Road Evaluation Memo	Tuesday, June 16, 2026	City Council Meeting	
Resolution Ordering Preparation of Feasibility Report	Wednesday, July 8, 2026	Utilities Commission Meeting	
Resolution Ordering Preparation of Feasibility Report	Tuesday, July 21, 2026	City Council Meeting	RES-01
Authorize Public Informational Meeting	Tuesday, July 21, 2026		
Mailed Notice for Public Informational Meeting	Thursday, August 13, 2026	One notice, two weeks prior to Meeting	
Public Information Meeting	Thursday, August 27, 2026		
Approve Survey to be Completed	Wednesday, September 2, 2026	Utilities Commission Meeting	
Recommendation to Approve Feasibility Report	Wednesday, September 2, 2026	Utilities Commission Meeting	
Approve Survey to be Completed	Tuesday, September 15, 2026	City Council Meeting	
Review Feasibility Report	Tuesday, September 15, 2026	City Council Workshop	
Resolution Receiving Feasibility Report and Calling Improvement Hearing	Tuesday, September 15, 2026	City Council Meeting	RES-02
Send Publication to Paper	Tuesday, September 15, 2026		
Mailed Notice for Improvement Hearing	Saturday, September 19, 2026	One notice at least 10 days prior to hearing	
First Published Notice for Improvement Hearing	Wednesday, September 23, 2026	Twice in local newspaper, one week apart, last notice must be at least three days prior to hearing.	3
Second Published Notice for Improvement Hearing	Saturday, September 26, 2026		
Improvement Hearing	Thursday, October 1, 2026		
Ordering Preparation of Plans	Wednesday, October 7, 2026	Utilities Commission Meeting	
Resolution Ordering Preparation of Plans	Tuesday, October 20, 2026	City Council Meeting	RES-03
Design and Preparation of Plans and Specifications	October, 2026 - January, 2027		
Review Plans and Specifications	Wednesday, February 3, 2027	Utilities Commission Meeting	
Review Plans and Specifications	Tuesday, February 16, 2027	City Council Workshop	
Resolution Approving Plans and Specifications and Ordering Advertisement for Bids	Tuesday, February 16, 2027	City Council Meeting	RES-04
Send Publication to Paper	Friday, February 19, 2027		
Bidding Publication	Wednesday, February 24, 2027	Publication must be made at least three weeks before last day to submit bids, at least once in official newspaper and once in trade paper or First Class city newspaper.	3,4
Bid Opening	Thursday, March 18, 2027	By default bid remains subject to acceptance for 60 days after the Bid opening. @10am	
Resolution Declaring Costs to be Assessed and Ordering Prep. Of Prop. Assesments	Tuesday, April 6, 2027	City Council Meeting	RES-05
Resolution Ordering Assessment Hearing	Tuesday, April 6, 2027	City Council Meeting	RES-06
Bid review with Utilities Commission	Wednesday, April 7, 2027	Utilities Commission Meeting	
Send Publication to Paper	Friday, April 9, 2027		
Mailed Notice for Assessment Hearing	Friday, April 9, 2027	One notice at least two weeks prior to hearing	
Published Notice for Assessment Hearing	Wednesday, April 14, 2027	Once in local newspaper at least two weeks prior to hearing.	3,4
Assessment Hearing	Thursday, April 29, 2027		
Resolution Adopting Assessment Rolls	Tuesday, May 4, 2027	City Council Meeting	RES-07
Resolution Accepting Bids		City Council Meeting	RES-08
Notice of Award		City Council Meeting. Contractor has 15 days to deliver signed agreement, bonds, and insurance certificates.	
End of Assessment Appeal Period	Thursday, June 3, 2027	Appeals to district court must be made within 30 days after adoption of the assessment roll.	
Pre-Construction Meeting	May/June, 2027		
Public Information Meeting - Construction	May/June, 2027		
Begin Construction	May/June, 2027	3 Months of Full Time Construction	
Construction Complete	Summer/Fall 2027		

NOTES

1. City Council Meetings held on 1st and 3rd Tuesdays of each month @ 7:00 p.m.
2. Utilities Commission Meetings held on 1st Wednesday after the 1st Council Meeting of the month @ 5:30 p.m.
3. Brainerd Dispatch is currently only running legal notices on Wednesdays and Saturdays. The deadline for the Wednesday edition, the proof should be submitted no later than Friday of the week prior to publication by 11:00am and for the Saturday edition, the proof needs to be submitted by Tuesday at 10:00am.
4. The Published Notices will need to be sent to the publisher prior to Council Approval in order to stay on schedule.
5. **All dates are subject to change, this is a living document. Dates may change based on coordination with other 2024 projects.**

WIDSETH
ARCHITECTS ▪ ENGINEERS
SCIENTISTS ▪ SURVEYORS

General Provisions of Professional Services Agreement

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION
Either Party has the right to terminate this Agreement upon ~~seven~~ 30 ALW days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

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

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

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

ALW

~~**ARTICLE 14. BETTERMENT**~~
~~If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.~~

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ALW

~~**ARTICLE 16. CONTINGENCY FUND**~~
~~CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.~~

ARTICLE 17. INSURANCE
WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

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

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

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ALW

~~**ARTICLE 22. ASSIGNMENT OF RISK**~~
~~In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.~~

ARTICLE 23. NON-DISCRIMINATION
WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

MILL & OVERLAY AND FDR IMPROVEMENTS PROJECTS

PROJECT LAYOUT & SCHEDULE

UTILITY COMMISSION MEETING
JULY 8, 2026

WiDSETH

1

City Project Background

- The City of Baxter follows the Chapter 429 process
  - Allows the City to assess the benefitting property owners for improvements
    - Feasibility Report
    - 8 Required Resolutions
    - 2 Required Public meetings
    - Notification milestones
    - Bidding Procedures
    - Appeal Procedures

WiDSETH

2

City Project Background

- Past Project, Residents have been frustrated due to short notification timeframe
  - City staff sat down in 2017 to review a plan to resolve this.
  - Early notification was initiated in 2018 and 2019
  - In 2020, projects were pushed
  - 2021, projects started and notifications became shorter with each project

WiDSETH

3

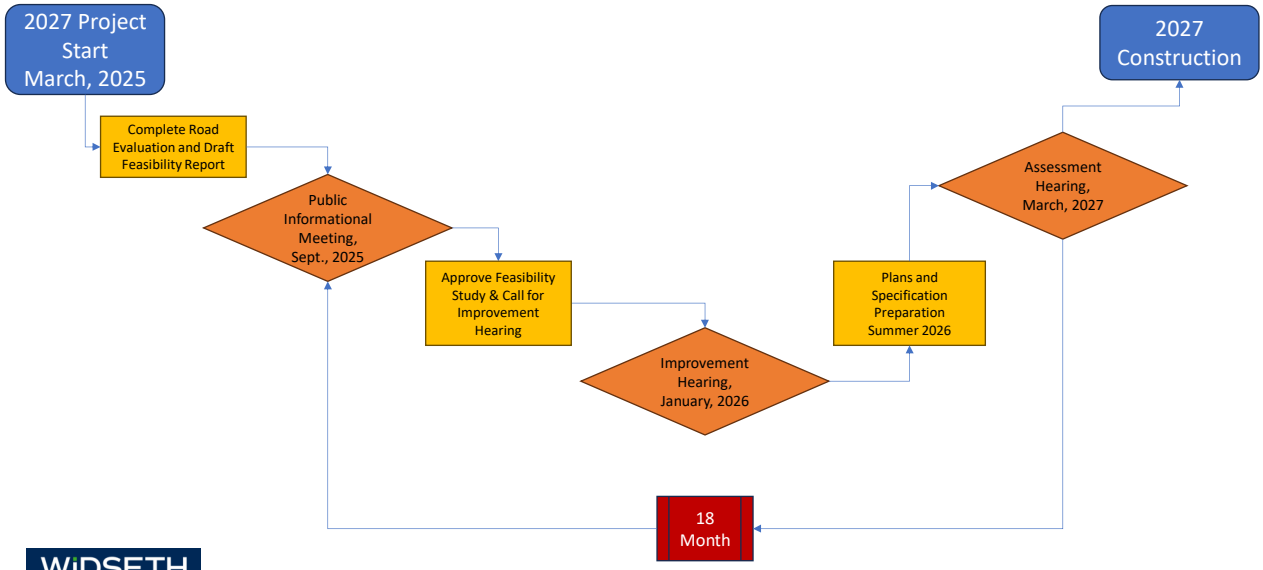
Resolution

- Develop a policy to adhere to an early notification schedule.
  - Mill & Overly and FDR Projects
    - Hold a Public Informational Meeting 12 to 24 months prior to Assessment Hearing
  - Water & Sewer Projects
    - Hold a Public Informational meeting 18 to 36 months prior to Assessment Hearing

WiDSETH

4

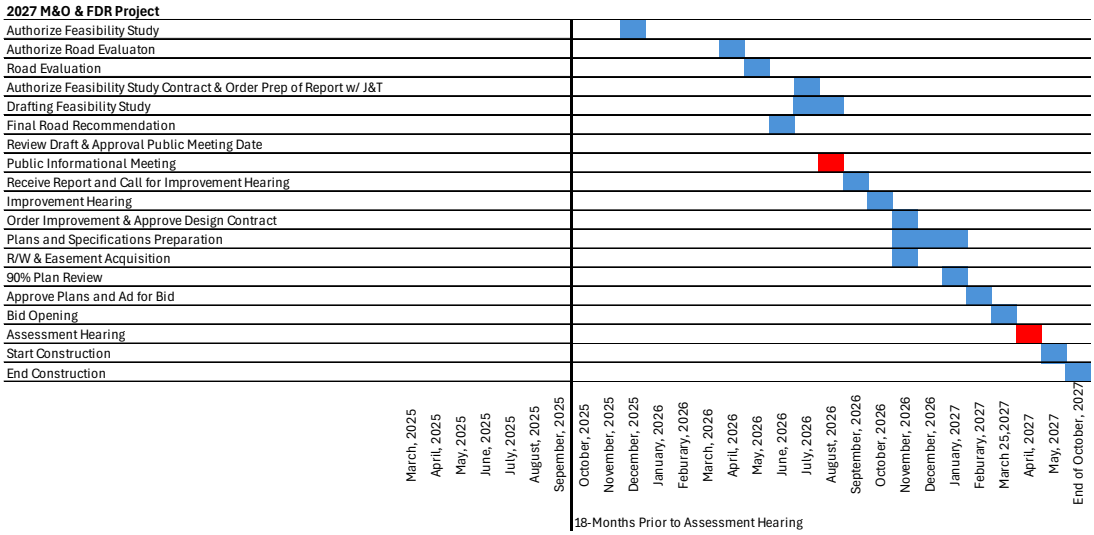
2027 M&O & FDR Project Flow Chart



WiDSETH

5

2027 Project Schedule

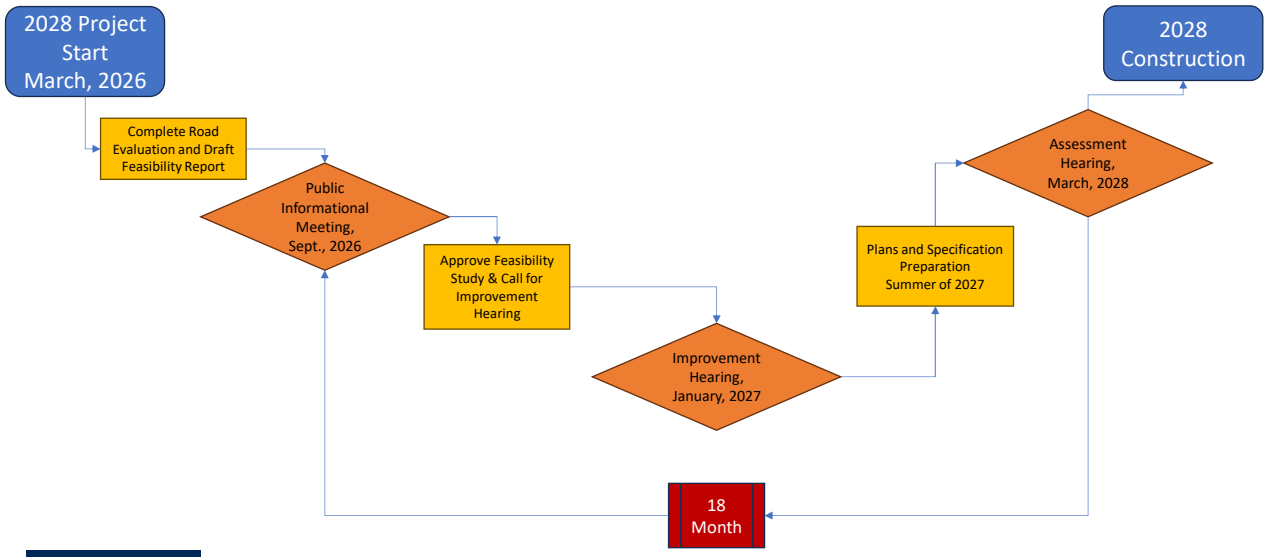


WiDSETH

- 8-Months

6

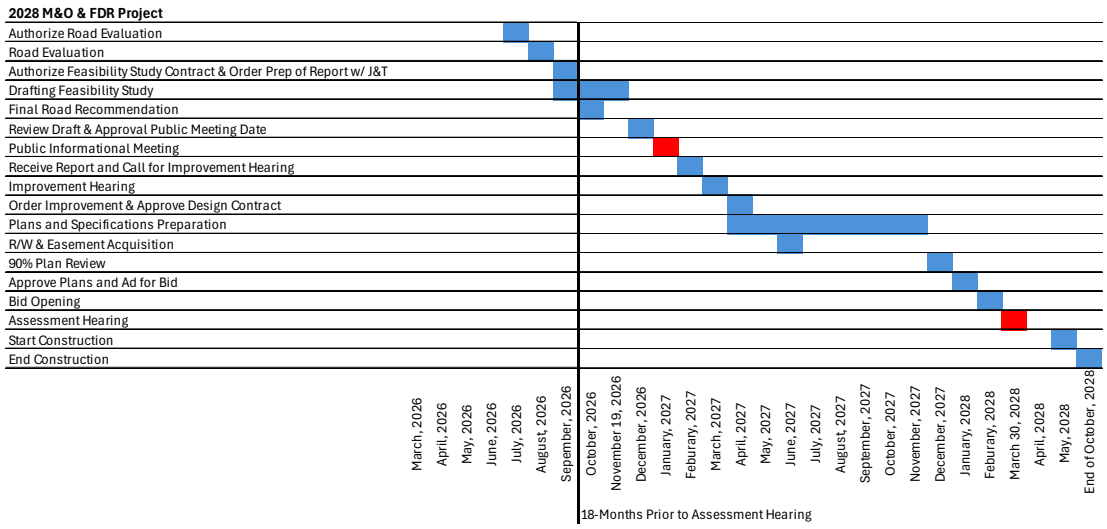
2028 Project Flow Chart



WiDSETH

7

2028 Project Schedule

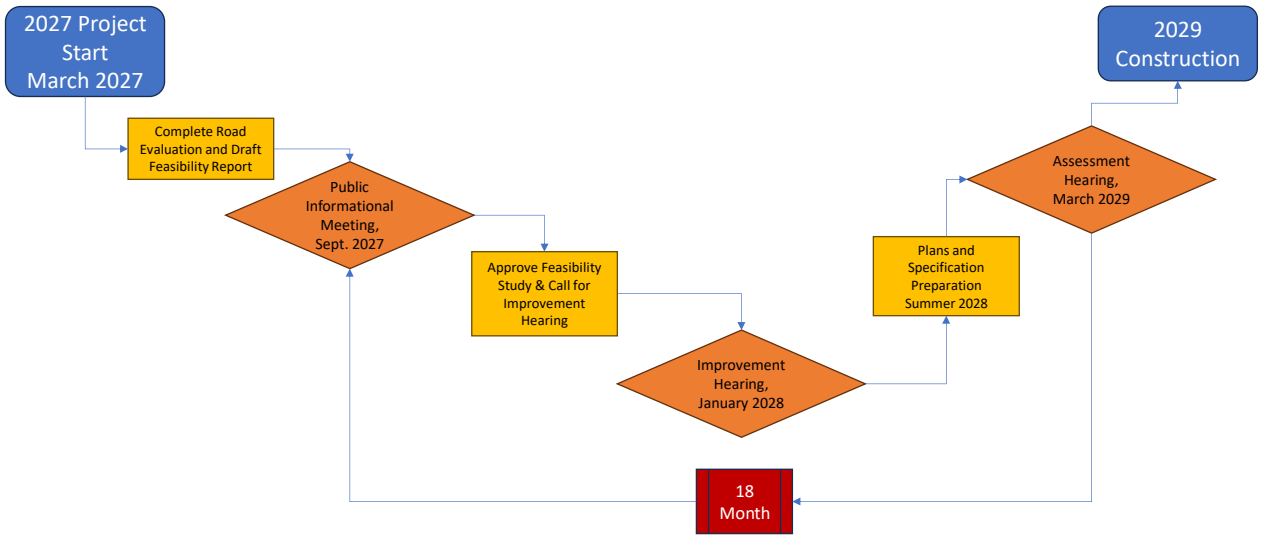


WiDSETH

- 14-Months

8

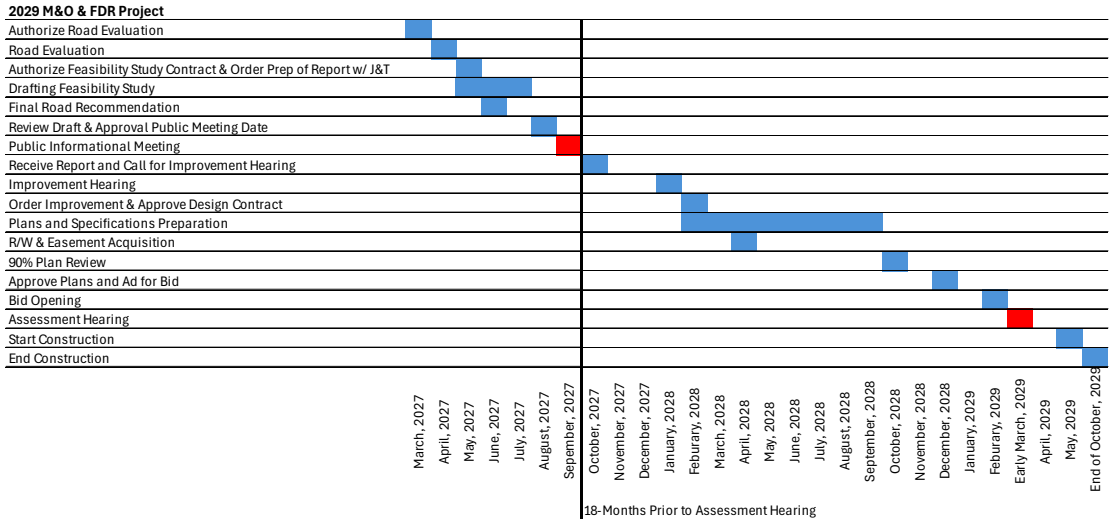
2028 Project Flow Chart



WiDSETH

9

2029 Project Schedule



WiDSETH

10

Conclusion & Recommendation

- Currently following the Pavement Management Plan and the Draft CIP
- The 2027 project area has been recommended and is recommended to continue moving forward on this project to maximize the public notification timeframe
- Start the process for the 2028 project
- Develop a policy on project notice timeframe
- Complete the 5-Year CIP and keep updating it every year.

WiDSETH

11

Questions?

WiDSETH

12

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2025
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Widseth Proposal for Professional Engineering Services for Road Evaluation in the Not to Exceed Amount of $6,400.00 for the 2028 Mill & Overlay & Full Depth Reclamation Improvements Project

Approval Required: Simple Majority Vote

BACKGROUND

In response to staff request, Widseth has prepared a proposal to complete the Roadway Evaluation for the proposed 2028 Project areas to be included in the 2028 Mill & Overlay and Full Depth Reclamation Improvements Project. The Project Area includes the following roadways.

Residential Mill & Overlay
- Grand Oaks Court
- Grand Oaks Drive

Residential Full Depth Reclamation
- Cedar Scenic Road
- Oakdale Drive
- Jasperwood Drive
- Paris Road

Commercial Full Depth Reclamation
- Dogwood Drive
- Douglas Fir Drive
- Hastings Road
- Hinckley Road

Widseth proposed to complete the following items in the not to Exceed amount of $6,400.
- Complete a field review of each roadway (on foot)
- Document the roadway conditions with pictures and notes
- Meeting (1) with City staff on the recommendation of roadways for the 2028 Project
- Provide a summary of finding and recommendation memo
- Prepare a presentation and review the memo presentation with the Utility Commission and City Council

FINANCIAL IMPLICATIONS

Widseth proposes to perform the services outlined in the attached Proposal for the Not to Exceed Amount of $6,400. Costs for the study will be tracked and rolled into the future project.

STAFF RECOMMENDATIONS

Staff recommends approval of the Widseth Proposal in the amount of $6,400.

COUNCIL ACTION REQUESTED

MOTION to approve the Widseth Proposal for Professional Engineering Services for Road Evaluation in the Not to Exceed Amount of $6,400.00 for the 2028 Mill & Overlay & Full Depth Reclamation Improvements Project.

WIDSETH

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

June 26, 2026

Trevor Walter, P.E.
Public Works Director/City Engineer
City of Baxter
Baxter, MN 56425

RE: Proposal for Engineering Services – Roadway Evaluation
2028 Mill & Overlay and Full Depth Reclamation Improvements
Baxter, MN

Dear Mr. Walter:

In response to your request, we are pleased to present our proposal to evaluate the roadways for the 2028 Mill & Overlay and Full Depth Reclamation Improvements project. The project includes street rehabilitation and reconstruction as outlined in the Pavement Management Plan and Draft Capital Improvements Plan. Roads included in the project and recommended for evaluation are as follows:

Residential Mill & Overlay
- Grand Oaks Court
- Grand Oaks Drive

Residential Full Depth Reclamation
- Cedar Scenic Road
- Oakdale Drive
- Jasperwood Drive
- Paris Road

Commercial Full Depth Reclamation
- Dogwood Drive
- Douglas Fir Drive
- Hastings Road
- Hinckley Road

A Project Area map has been included highlighting the portions of the above roads to be reviewed as part of this Report.

Roadway Evaluation
Widseth proposes to complete a review of the roadways listed above. Specific items included with this proposal are:
- Complete a field review of each roadway (on foot)
- Document the roadway conditions with pictures and notes
- Meeting (1) with City staff on the recommendation of roadways for the 2028 Project
- Provide a summary of finding and recommendation memo
- Prepare a presentation and review the memo presentation with the Utility Commission and City Council

Widseth proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the **Not to Exceed Amount of $6,400**. We have prepared a tentative schedule (attached) for the project and propose to have the Report considered for approval by City Council on February 16, 2027. If the authorization to prepare the Report is not approved by the September 15, 2026 Council Meeting, the schedule and completion date will need to be modified accordingly.

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,

Trevor Walter
June 26, 2026
Roadway Evaluation – 2028 Mill & Overlay and Full Depth Reclamation Improvements

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,

Alex Bitter, P.E.

.....

Proposed by Widseth Smith Nolting and Associates Inc.

Alex Bitter, Vice President

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

Date *Date*

LEGEND

- RESIDENTIAL MILL & OVERLAY
- RESIDENTIAL FULL DEPTH RECLAMATION
- COMMERCIAL FULL DEPTH RECLAMATION
- (YEAR) PRIOR YEAR OF EVALUATION

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

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.

ALEX D BITTER DATE: LIC. NO.57744

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: JUNE 2026
SCALE: AS SHOWN
DRAWN BY: ADB
CHECKED BY: ADB
JOB NUMBER:

PROPOSED 2028 BAXTER STREET IMPROVEMENTS
CITY OF BAXTER
BAXTER, MINNESOTA

PROJECT AREA MAP

SHEET OF

\\Data.Widseth\FileSpace\Projects\City of Baxter-32232\2024-11643\CADD\Civil\Baxter - 2028.dwg Plotted by Alex Bitter 6/26/2026 8:29:00 AM © 2026 WIDSETH SMITH NOLTING & ASSOCIATES, INC

PROPOSED PROJECT SCHEDULE
2028 Mill & Overlay and Full Depth Reclamation Improvements Project
BAXTER, MN
Thursday, June 25, 2026

MAJOR TASKS AND MILESTONES	DATES	REMARKS	NOTES
Authorize Roadway Evaluation	Wednesday, July 8, 2026	Utilities Commission Meeting	
Authorize Roadway Evaluation	Tuesday, July 21, 2026	City Council Meeting	
Accept Roadway Evaluation Memo	Wednesday, September 2, 2026	Utilities Commission Meeting	
Resolution Ordering Preparation of Feasibility Report	Wednesday, September 2, 2026	Utilities Commission Meeting	
Accept Roadway Evaluation Memo	Tuesday, September 15, 2026	City Council Meeting	
Resolution Ordering Preparation of Feasibility Report	Tuesday, September 15, 2026	City Council Meeting	RES-01
Review Draft Feasibility Report	Wednesday, December 2, 2026	Utilities Commission Meeting	
Review Draft Feasibility Report & Authorize Public Informational Meeting	Tuesday, December 15, 2026	City Council Meeting	
Mailed Notice for Public Informational Meeting	Thursday, December 17, 2026	One notice, two weeks prior to Meeting	
Public Information Meeting	Friday, January 8, 2027	18 months prior to Assessment Hearing	
Recommendation to Approve Feasibility Report	Wednesday, February 3, 2027	Utilities Commission Meeting	
Review Feasibility Report	Tuesday, February 16, 2027	City Council Workshop	
Resolution Receiving Feasibility Report and Calling Improvement Hearing	Tuesday, February 16, 2027	City Council Meeting	RES-02
Send Publication to Paper	Friday, February 19, 2027		
Mailed Notice for Improvement Hearing	Friday, February 19, 2027	One notice at least 10 days prior to hearing	
First Published Notice for Improvement Hearing	Wednesday, February 24, 2027	Twice in local newspaper, one week apart, last notice must be at least three days prior to hearing.	3
Second Published Notice for Improvement Hearing	Wednesday, March 3, 2027		
Improvement Hearing	Thursday, March 11, 2027		
Ordering Preparation of Survey & Plans	Wednesday, April 7, 2027	Utilities Commission Meeting	
Resolution Ordering Preparation of Plans	Tuesday, April 20, 2027	City Council Meeting	RES-03
Design and Preparation of Plans and Specifications	Summer/Fall 2027		
Review Plans and Specifications	Wednesday, December 8, 2027	Utilities Commission Meeting	
Review Plans and Specifications	Tuesday, December 21, 2027	City Council Workshop	
Review Final Plans and Specifications	Wednesday, January 5, 2028	Utilities Commission Meeting	
Review Final Plans and Specifications	Tuesday, January 18, 2028	City Council Workshop	
Resolution Approving Plans and Specifications and Ordering Advertisement for Bids	Tuesday, January 18, 2028	City Council Meeting	RES-04
Send Publication to Paper	Friday, January 21, 2028		
Bidding Publication	Wednesday, January 26, 2028	Publication must be made at least three weeks before last day to submit bids, at least once in official newspaper and once in trade paper or First Class city newspaper.	3,4
Bid Opening	Thursday, February 17, 2028	By default bid remains subject to acceptance for 60 days after the Bid opening. @10am	
Resolution Declaring Costs to be Assessed and Ordering Prep. Of Prop. Assesments	Tuesday, March 7, 2028	City Council Meeting	RES-05
Resolution Ordering Assessment Hearing	Tuesday, March 7, 2028	City Council Meeting	RES-06
Bid review with Utilities Commission	Wednesday, March 8, 2028	Utilities Commission Meeting	
Send Publication to Paper	Friday, March 10, 2028		
Mailed Notice for Assessment Hearing	Friday, March 10, 2028	One notice at least two weeks prior to hearing	
Published Notice for Assessment Hearing	Wednesday, March 15, 2028	Once in local newspaper at least two weeks prior to hearing.	3,4
Assessment Hearing	Thursday, March 30, 2028		
Resolution Adopting Assessment Rolls	Tuesday, April 6, 2027	City Council Meeting	RES-07
Resolution Accepting Bids		City Council Meeting	RES-08
Notice of Award		City Council Meeting. Contractor has 15 days to deliver signed agreement, bonds, and insurance certificates.	
End of Assessment Appeal Period	Thursday, May 6, 2027	Appeals to district court must be made within 30 days after adoption of the assessment roll.	
Pre-Construction Meeting	May/June, 2028		
Public Information Meeting - Construction	May/June, 2028		
Begin Construction	May/June, 2028	3 Months of Full Time Construction	
Construction Complete	Summer/Fall 2028		

NOTES

1. City Council Meetings held on 1st and 3rd Tuesdays of each month @ 7:00 p.m.
2. Utilities Commission Meetings held on 1st Wednesday after the 1st Council Meeting of the month @ 5:30 p.m.
3. Brainerd Dispatch is currently only running legal notices on Wednesdays and Saturdays. The deadline for the Wednesday edition, the proof should be submitted no later than Friday of the week prior to publication by 11:00am and for the Saturday edition, the proof needs to be submitted by Tuesday at 10:00am.
4. The Published Notices will need to be sent to the publisher prior to Council Approval in order to stay on schedule.
5. **All dates are subject to change, this is a living document. Dates may change based on coordination with other 2028 projects.**

General Provisions of Professional Services Agreement

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION
Either Party has the right to terminate this Agreement upon ~~seven~~ 30 ALW days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

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

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

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

ALW

~~**ARTICLE 14. BETTERMENT**~~
~~If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.~~

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ALW

~~**ARTICLE 16. CONTINGENCY FUND**~~
~~CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.~~

ARTICLE 17. INSURANCE
WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

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

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

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ALW

~~**ARTICLE 22. ASSIGNMENT OF RISK**~~
~~In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.~~

ARTICLE 23. NON-DISCRIMINATION
WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

ITEM REPORT

UTILITIES COMMISSION

Agenda Date: 7/8/2025
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Widseth Fee Amendment for Professional Engineering Services in the amount of $100,045.00 for the 2024-2026 Feasibility Report Services

Approval Required: Simple Majority Vote

BACKGROUND

Widseth was contracted to prepare feasibility reports for the 2024, 2025, and 2026 roadway projects. During the feasibility report phase, Widseth's Project Engineer Alex Bitter walked all the roadways and through the roadway evaluation process along with the development of the feasibility report some of the road segments were pushed to future years.

Widseth has been tracking the cost associated with each roadway segment and has been holding the cost until the roadway segments develop into a project. There have been numerous changes to the project scope resulting in Widseth tracking and holding a significant amount of money. Staff requested Widseth submit a fee amendment to pay for the services that have been completed.

Widseth has submitted a fee amendment request related to the preparation of the Feasibility Reports that took place in 2024, 2025 and 2026. The original engineering agreements assumed each Feasibility Report would be completed within a single project cycle. Engineering efforts associated with roadway evaluations, report preparation, cost estimating, coordination with City staff, meetings, and document revisions were developed based on that assumption. As roadways shifted between construction seasons, additional engineering services were required beyond the original scope of work. Additional details for this request can be found in the attached proposal.

FINANCIAL IMPLICATIONS

Widseth will work with the City's Finance Department to allocate engineering costs for each roadway to the appropriate project cycle and year of construction.

STAFF RECOMMENDATIONS

Staff recommends approval of the Widseth Fee Amendment for Professional Engineering Services in the amount of $100,045.00 for the 2024-2026 Feasibility Report Services.

COUNCIL ACTION REQUESTED

MOTION to approve the Widseth Fee Amendment for Professional Engineering Services in the amount of $100,045.00 for the 2024-2026 Feasibility Report Services.

WIDSETH

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

July 01, 2026

Honorable Mayor and City Council
c/o Trevor Walter, P.E. – Public Works Director/City Engineer
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

RE: Fee Amendment for Professional Engineering Services
2024 – 2026 Feasibility Report Services
Baxter, Minnesota

Dear Mayor and City Council:

Thank you for the opportunity to continue providing engineering services for the City's roadway improvement program. As the program has progressed, several roadway projects originally anticipated to be completed within a single project cycle have been pushed to future construction seasons. As a result, the engineering services and effort required to maintain current and accurate Feasibility Reports that meet the City's expectations have expanded over the 2024, 2025, and 2026 project years.

Our original engineering agreements assumed each Feasibility Report would be completed within a single project cycle. Engineering efforts associated with roadway evaluations, report preparation, cost estimating, coordination with City staff, meetings, and document revisions were developed based on that assumption. As roadways shifted between construction seasons, additional engineering services were required beyond the original scope of work. These services included:

- Updating Feasibility Reports to reflect current project conditions.
- Revising construction cost estimates to account for changing market conditions.
- Updating project quantities and engineering assumptions.
- Revising project schedules.
- Coordinating with City staff regarding project priorities and scheduling.
- Providing support for public meetings and project discussions.
- Ongoing project management and administration.
- Revising report documents as project conditions evolved.
- Performing quality control reviews.
- Participating in additional meetings, correspondence, and project coordination.

These efforts were necessary to maintain accurate and current Feasibility Reports throughout the extended project schedule. Specifically, the additional work ensured that:

- Construction cost estimates reflect current market conditions.
- Project documentation remained consistent with current roadway conditions.
- Comments and update requirements were incorporated as needed.
- Roadway program modifications were accurately documented.

The purpose of this proposal is to request approval of a contract fee amendment to compensate for these additional engineering services associated with the roadways listed below. Widseth will work with the City's Finance Department to allocate engineering costs for each roadway to the appropriate project cycle and year of construction.

A table below indicates roadways that were originally listed for construction in the years shown but, after further evaluation, have been assigned to be re-evaluated a later time.

2024	2025	2026
Cherrywood Drive	Joneswood Circle	Joneswood Circle
Timberlane Drive	Joneswood Drive	Joneswood Drive
Park Street	Joshua Tree Circle	Joshua Tree Circle
Woodland Drive	Joshua Tree Drive	Joshua Tree Drive
Laverne Circle	Knotty Pine Drive	Knotty Pine Drive
Cottage Grove Tarrace	Marble Road	Marble Road
Baxter Lions Road	Oakdale Road	Oakdale Road
Excelsior Road	Ottertail Circle	Ottertail Circle
Art Ward Drive	Cherrywood Drive	Excelsior Road
	Excelsior Road	Jasperwood Drive
	Timberlane Drive	Joler Road
	Park Street	Forest Drive
	Woodland Drive	Fox Road
	Jasperwood Drive	Fox Place
	Joler Road	Cottage Grove Tarrace
	Forest Drive	
	Fox Road	
	Fox Place	
	Edgewood Drive	
	Lake Forest Road	

The requested fee amendment reflects the additional engineering effort required as a direct result of the shifting roadway schedule and the continued maintenance of the Feasibility Reports over three construction seasons. **These efforts over time have totaled $100,045.** We respectfully request approval of this fee amendment so engineering services may continue without interruption and project costs can be appropriately allocated to the corresponding construction years.

We appreciate the opportunity to continue supporting the City's roadway improvement program and remain committed to providing timely and effective engineering services throughout the completion of these projects.

Thank you for your consideration. We look forward to continuing our partnership on the successful delivery of the City's roadway improvement program.

Sincerely,

Alex D Bitter

Alex Bitter, P.E.

Proposed by Widseth Smith Nolting

Alex Bitter, VP

Aric Welch, VP

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

Date

Date

General Provisions of Professional Services Agreement

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION
Either Party has the right to terminate this Agreement upon ~~seven~~ 30 ALW days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

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

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

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

ALW

~~**ARTICLE 14. BETTERMENT**~~
~~If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.~~

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ALW

~~**ARTICLE 16. CONTINGENCY FUND**~~
~~CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.~~

ARTICLE 17. INSURANCE
WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

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

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

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ALW

~~**ARTICLE 22. ASSIGNMENT OF RISK**~~
~~In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.~~

ARTICLE 23. NON-DISCRIMINATION
WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Business Item

Department Origination: Public Works

Agenda Item: Approve the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of $13,200.00 for the Lift Station 16 Generator

Approval Required: Simple Majority Vote

BACKGROUND

Lift Station No. 16 serves a significant portion of the commercial development along the TH 371 corridor, including several hotels and other high-volume wastewater users. During periods of commercial activity, particularly when hotels discharge water associated with pool maintenance and seasonal cleaning operations, the lift station experiences substantial increases in wastewater flow. Because of the critical nature of the service area, an extended power outage has the potential to result in sanitary sewer backups, property damage, service disruptions, and environmental impacts. `

To improve system reliability and resiliency, the City is proposing to install a permanently mounted natural gas generator capable of automatically supplying backup power during electrical outages. A natural gas-powered system will provide a dependable long-term emergency power source without the fueling and maintenance requirements associated with diesel generators, helping ensure uninterrupted operation of Lift Station No. 16 during utility power interruptions.

Widseth proposes to provide the engineering services necessary to evaluate the existing lift station, prepare plans and specifications for the generator installation and associated electrical integration, assist the City during bidding, and provide construction administration and part-time observation services through project completion.

FINANCIAL IMPLICATIONS

Widseth proposes to perform design and construction services described in the attached Proposal for the Not to Exceed Amount of $13,500.00. The 2026 budget includes $45,000.00 for a stationary generator at Lift Station 16, the engineering fees will come out of the $45,000.00 budget.

STAFF RECOMMENDATIONS

Staff recommends approval of the Widseth Agreement in the amount of $13,200.00.

COUNCIL ACTION REQUESTED

MOTION to approve the Widseth Agreement for Professional Engineering Services in the Not to Exceed Amount of $13,200.00 for the Lift Station 16 Generator.

WIDSETH

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

June 29, 2026

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

RE: Proposal for Engineering Services
Lift Station 16 Generator
Baxter, Minnesota

Dear Mr. Walter:

Lift Station No. 16 serves a significant portion of the commercial development along the TH 371 corridor, including several hotels and other high-volume wastewater users. During periods of commercial activity, particularly when hotels discharge water associated with pool maintenance and seasonal cleaning operations, the lift station experiences substantial increases in wastewater flow. Because of the critical nature of the service area, an extended power outage has the potential to result in sanitary sewer backups, property damage, service disruptions, and environmental impacts.

To improve system reliability and resiliency, the City is proposing to install a permanently mounted natural gas generator capable of automatically supplying backup power during electrical outages. A natural gas-powered system will provide a dependable long-term emergency power source without the fueling and maintenance requirements associated with diesel generators, helping ensure uninterrupted operation of Lift Station No. 16 during utility power interruptions.

Widseth proposes to provide the engineering services necessary to evaluate the existing lift station, prepare plans and specifications for the generator installation and associated electrical integration, assist the City during bidding, and provide construction administration and part-time observation services through project completion.

Our recommended scope of services to complete the work described above is as follows:

<u>Preliminary Engineering and Survey Services</u>
Widseth proposes to complete a preliminary topographic survey of the lift station site suitable for design of the proposed improvements. Items included in our proposed scope of services include the following:

- Establish vertical and horizontal control points within the project areas
- Field survey existing conditions and topography for vertical and horizontal location information
- Coordinate field location of existing utilities (i.e., electric, telephone, gas, cable)
- Record and document location of mapped or marked utilities (i.e., electric, telephone), if available
- Import field survey points into base drawing along with property, right-of-way and easement information
- Prepare base topographic drawing and existing ground surface

<u>Design Services</u>
Widseth proposes to prepare design drawings and contract documents suitable for competitive bidding or quotes. Items included in our proposed scope of services are as follows:

- Preliminary design meeting and subsequent plan review meetings with City staff
- Private utility company coordination
- Preparation of project plans, including the following:
  - Title Sheet
  - Typical Construction Details
  - Site Plans

  - Electrical Details
  - Temporary and Permanent Erosion Control Details and Plan
- Internal quality control review and plan modifications
- City staff review submittals
- Final plan preparation
- Preparation of contract documents and specifications
- Preparation of Engineer's Estimate of Probable Construction Cost
- Project design status reports
- Final plan review with City staff
- Deliverables: Project status updates, bid/quote documents (plans and specifications) in electronic PDF format, Engineer's Estimate of Probable Construction Cost

Advertising/Bidding/Award Services

Widseth will assist the District in advertising, bidding, and awarding the project in accordance with Minnesota uniform contracting law. Items included in our proposed scope of services are as follows:

- Assist City with advertising the construction documents for public bidding or quotes
- Coordination of contract document distribution to prospective bidders/quoters
- Reply to contractor questions and inquiries
- Prepare and distribute necessary Addenda
- Assist with bid/quote opening procedures
- Prepare a tabulation of bids/quotes received
- Review apparent low bid/quote for compliance with contract documents
- Make recommendation to the City for award of the construction contract
- Deliverables: Updated project cost estimates, Bid/Quote Tabulation, Bid/Quote Review/Award Letter

Construction Administration

Widseth proposes to provide construction administration services associated with construction of the proposed improvements and coordination with the contract documents. Items included in our proposed scope of services are as follows:

- Coordinate execution of the contract documents
- Coordinate and attend a pre-construction conference
- Review contractor material submittals and shop drawings for compliance with the plans and specifications
- Coordinate and conduct construction meetings
- Preparation of contractor payment requests
- Review and preparation of change orders and work directives
- Project status reports
- Review project status, pay estimates and change orders with the City
- Deliverables: Electronic PDF copies of Meeting Agendas and Minutes, Pay Estimates and Change Orders along with other project related correspondence.

Construction Observation

Widseth proposes to provide part time construction observation services to document conformance to the contract documents. Items included in our proposed scope of services are as follows:

- Provide part-time field observation generator installations
- Attend and document lift station startup using generator backup power

Trevor Walter
June 29, 2026
Lift Station 16 Generator

- Review site restoration

Assumptions and Exclusions
In preparing this Proposal, Widseth relied on the following assumptions and exclusions:

- Preliminary Engineering and Survey Services
  - Fees assume private utilities will be marked thoroughly and promptly after the utility locates have been initiated. Private utility marking delays requiring remobilization to the site may require a fee amendment.
- Design Services
  - Our design fee is based on 100A services and 65 KW generators – 97.73 amps at each lift station site. A change in service requirements or generator size may require a fee amendment.
- Advertising/Bidding/Award Services
  - Advertising fees (if required) will be paid by the City
- Construction Services
  - We assume the City will enter into a separate agreement with AE2S to integrate the generator into the PLC programming and SCADA system.

Widseth proposes to perform the services described for the **Not to Exceed Amount of $13,200**. We will keep City staff informed of the project status and engineering budget on a regular basis. We propose to have bid/quote documents completed within 60 days after receipt of the signed Agreement.

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.

Sincerely,

Aric Welch, P.E.

Proposed by Widseth Smith Nolting and Associates Inc.

Aric Welch, Vice President

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

Date *Date*

WiDSETH

2026 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	$145 / Hour
Level II	$170 / Hour
Level III	$200 / Hour
Level IV	$205 / Hour
Level V	$215 / Hour
Technician	
Level I	$105 / Hour
Level II	$125 / Hour
Level III	$145 / Hour
Level IV	$160 / Hour
Level V	$175 / Hour
Computer Systems Specialist	$180 / Hour
Senior Funding Specialist	$150 / Hour
Marketing Specialist	$125 / Hour
Funding Specialist	$125 / Hour
Administrative Assistant	$ 90 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) *subject to IRS Guidelines*	Cost
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	$100 / Day
ATV Side by Side Rental	$200 / Day
Waste Water Sampler	$40 / Day
ISCO Flow Recorder	$60 / Day
Photoionization Detection Meter	$100 / Day
Explosimeter	$50 / Day
Product Recovery Equipment	$35 / Day
Survey-Grade GPS (Global Positioning System)	$75 / Hour
Mapping GPS (Global Positioning System)	$150 / Day
Lath & Hubs	$150 / Day
Soil Drilling Rig	$35 / Hour
Groundwater Sampling Equipment	$125 / Day
Hydrographic Survey System	$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2” x 11”	$0.10 Each
Black & White Copies: 11” x 17”	$0.50 Each
Black & White Copies: 24” x 36”	$3 Each
Color Copies: 8-1/2” x 11”	$2 Each
Color Copies: 11” x 17”	$4 Each
Color Copies: 24” x 36”	$12 Each
Color Plots: 42” x 48”	$22 Each

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

General Provisions of Professional Services Agreement

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION
Either Party has the right to terminate this Agreement upon ~~seven~~ 30 ALW days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

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

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

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

ALW

~~**ARTICLE 14. BETTERMENT**~~
~~If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.~~

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ALW

~~**ARTICLE 16. CONTINGENCY FUND**~~
~~CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.~~

ARTICLE 17. INSURANCE
WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

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

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

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ALW

~~**ARTICLE 22. ASSIGNMENT OF RISK**~~
~~In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.~~

ARTICLE 23. NON-DISCRIMINATION
WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Whiskey Creek Pedestrian Bridge Inspection Project Monthly Update

Approval Required: No Action Required

BACKGROUND

The City Council approved City Staff for obtaining quotes for the rehabilitation project at the March 19th,2024 City Council meeting. The quote obtained did not fit in the proposed budget and the project was put on hold. In January, 2026, Widseth sent the Quote Package to 8 local contractors with 6 Contractors responding within the specified time frame. Anderson Brothers was the low quoter selected by the City Council at the February 17th City Council meeting. A preconstruction meeting was held on May 27th and Anderson Brother was able to start working on the abutments in June.

The southern abutment was able to have the decayed concrete removed down to solid concrete. The northern abutment was taken down approximately 1.5' with no solid concrete observed. A drill was used to drill into the concrete another 8" and it did not seem there was solid concrete to be found. Anderson Brothers was put on hold and Widseth reviewed with City staff to came up with 4 possible options to resolve the issue.

Option 1 includes excavating around the north abutment and pouring a new footing around the abutment, adding fill around along with riprap and raising the finish elevation by 1'. A breakdown of the updated total estimated project cost is below.

Option 1

Contract	Contract Amount
Anderson Brothers Contract	$9,950.00
Anderson Brothers Change Order #1	$5,910.00
Construction Cost	**$15,860.00**
Widseth 2026 Effort	$6,715.00
Construction Administration to Complete Project	$4,680.00
Construction Materials Testing	$1,656.00
Total Project Cost	**$28,911.00**

Option 2A includes removing and replacing the north abutment. A breakdown of the updated total estimated project cost is below.

Option 2A

Contract	Contract Amount
Anderson Brothers Contract	$9,950.00
Anderson Brothers Change Order #1	$34,757.27
Construction Cost	**$44,707.27**
Widseth 2026 Effort	$6,715.00
Construction Administration to Complete Project	$4,680.00
Construction Materials Testing	$1,656.00
Total Project Cost	**$57,758.27**

Option 2B includes removing both abutments and replacing them. A breakdown of the updated total estimated project cost is below.

Option 2B

Contract	Contract Amount
Anderson Brothers Contract	$9,950.00
Anderson Brothers Change Order #1	$58,489.61
Construction Cost	**$68,439.61**
Widseth 2026 Effort	$6,715.00
Construction Administration to Complete Project	$5,950.00
Construction Materials Testing	$3,312.00
Total Project Cost	**$84,416.61**

Option 3 includes removing both abutments, restoring the ditch banks and extending the trail along the south side of the Whiskey Creek ditch so it connects to the trail along Cypress Drive. The bridge could then be removed from the site and used for another area. This option would require obtaining a permanent easement from PID 40050523. This could be difficult to do as there is a proposed site layout for this property and there would not be enough room on the property to construct the trail and complete the site layout as proposed. Cost have been estimated for the additional design associated with this option and possible property acquisition. A breakdown of the updated total estimated project cost is below.

Option 3

Contract	Contract Amount
Anderson Brothers Contract	$9,950.00
Anderson Brothers Change Order #1	$25,231.50
Construction Cost	**$35,181.50**
Widseth 2026 Effort	$6,715.00
Survey & Design	$6,000.00
Construction Administration to Complete Project	$5,950.00
Property Acquisition	$12,000.00
Construction Materials Testing	$3,803.00
Total Project Cost	**$69,649.50**

The current project budget is set at $50,000. As noted in the options above, the only option that fits within the budget is Option 1. In reviewing with the Widseth structural group, Option 1 is possible but the lifespan of the north abutment is unknown due to the extensive deterioration of the abutment. Option 2A would be the recommended option for this project.

City Staff is seeking guidance from the Utility Commission on a possible change order for this project. If there is agreement on a change order option, Widseth will prepare the change order and bring it to the City Council for consideration at the July 21st City Council Meeting.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

Anderson Brothers Construction Company
11325 State Highway 210
Brainerd, MN 56401
218-829-1768
218-829-7607 Fax

To:	City Of Baxter	**Contact:**	
Address:	Baxter, MN	**Phone:**	
		Fax:	
Project Name:	Whiskey Creek Bridge Placement	**Bid Number:**	
Project Location:		**Bid Date:**	

Item Description

Option 1

Topsoil Borrow
Random Rip Rap
Concrete And Rebar Cap On Abutment

Total Price for above Option 1 Items: $5,910.00

Option 2A

Mobilization
Remove
New Abutment
Seeding

Total Price for above Option 2A Items: $34,757.27

Option 2B

Mobilization
Remove
New Abutment
Seeding

Total Price for above Option 2B Items: $58,489.61

Option 3

Mobilization
Remove Abutments
Salvage Topsoil
Common Excavation
5" Aggregate Base Class 5
Tack
1.5" Bituminous Wear Course
1.5" Bituminous Base Course
Seeding

Total Price for above Option 3 Items: $25,231.50

Notes:

- We are pleased to quote the following on the above-referenced project.
- See Pre-Lien Notice

Anderson Brothers Construction Company
11325 State Highway 210
Brainerd, MN 56401
218-829-1768
218-829-7607 Fax

To:	City Of Baxter	**Contact:**	
Address:	Baxter, MN	**Phone:**	
		Fax:	
Project Name:	Whiskey Creek Bridge Placement	**Bid Number:**	
Project Location:		**Bid Date:**	

- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
- This proposal may be withdrawn by us if not accepted within 30 days.
- Anderson Brothers Construction is an Equal Opportunity Employer.
- Anderson Brothers will not sign a project labor agreement.
- No Dewatering figured in If needed could be additional to option 2A and 2B

PRE-LIEN NOTICE: OWNER UNDERSTANDS THAT CONTRACTOR IS REQUIRED BY LAW TO PROVIDE OWNER WITH THIS NOTICE. (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THE IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTION. (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 THEM 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 WHO GAVE YOU TIMELY NOTICE.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.	**CONFIRMED:** **Anderson Brothers Construction Company Of Brainerd, LLC**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Josh Umland 218-820-9924 jumland@andersonbrothers.com

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Drought Warning Phase: Mississippi-Headwaters and Missouri-Big Sioux Watersheds

Approval Required: Simple Majority Vote

BACKGROUND

The MN Department of Natural Resources recently notified the City that due to prolonged dry weather that has resulted in the expansion of severe drought, the Mississippi-Headwaters and Missouri-Big Sioux watersheds have moved into the *Drought Warning Response Phase.*

Public water suppliers that use the Mississippi River as a water supply or are located in **Cass, Wadena, Hubbard, Southern Beltrami, Southwest Itasca, Northern Crow Wing or Eastern Becker county or surrounding areas** should take special care and effort in reducing water supply demand in accordance with Statewide Drought Response Plan water use reduction goals.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

DEPARTMENT OF NATURAL RESOURCES

June 25, 2026

Dear water supplier in the Mississippi-Headwaters Watershed or Missouri-Big Sioux Watershed,

This is a notification that, due to prolonged dry weather that has resulted in the expansion of severe drought, the Mississippi-Headwaters and Missouri-Big Sioux watersheds have moved into the *Drought Warning Response Phase* as described in the Minnesota Statewide Drought Plan.

This specific drought has a geographic scope and context that warrants additional considerations that are described in the Minnesota Statewide Drought Response Plan. Implementing water supply demand reduction measures is an appropriate action for all water suppliers within the affected watersheds.

However, the DNR State Climatologist has identified that the north central portion of the state (northern portion of Mississippi-Headwaters Watershed) is experiencing what is called a "storage drought." Storage droughts occur after consecutive years of drought and/or dry years. Storage drought results from a critical depletion of lake levels, soil moisture and groundwater levels. Areas in storage drought are extremely sensitive to drought conditions. With that in mind, public water suppliers that use the Mississippi River as a water supply or are located in **Cass, Wadena, Hubbard, Southern Beltrami, Southwest Itasca, Northern Crow Wing or Eastern Becker county or surrounding areas** should take special care and effort in reducing water supply demand in accordance with Statewide Drought Response Plan water use reduction goals.

Water Supplier Actions Needed

The Statewide Drought Plan specifies actions that water suppliers must implement when watersheds are in the *Drought Warning Response Phase*.

- **All Public Water Suppliers** - Public water suppliers will implement water use reduction actions with a goal of reducing water use to 50% above January levels.
    - For example: A city uses 4 million gallons of water in January and normally uses 6.8 million in July. During the *Drought Warning Phase,* they should only use 6 million gallons in July.
    - Communicate to your community the importance of implementing water conservation measures. Websites with water conservation messages: DNR Water Conservation webpage and https://www.ready.gov/drought.
- **Water Suppliers with a Population over 1,000** - Public water suppliers implement appropriate water use restrictions outlined in their Water Supply Plan.
    - Your plan can be found in your Minnesota DNR Permitting and Reporting System account, under the Attachments tab.
    - Begin implementing your Water Supply demand reduction measures in Plan Part 2 (Table 22). These actions can be supported by measures that are identified in the Water Supply Plan, Part 3 Water Conservation.

Significant demand reduction is achievable by restricting non-essential outdoor water use, especially watering lawns, power washing buildings, washing cars and filling swimming pools. Encourage customers to fix leaks and

install water saving devices and water-efficient appliances. Have conversations with your biggest water users and ask them how they might reduce water use, especially during peak times.

Use a variety of communication methods: Large exterior signs around the community, mailing/emailing all customers, radio station announcements, social media posts, and news releases to local news media. Explain the critical situation and that you need everyone's help. Ask customers to conserve water as much as possible.

Other Suggestions:

- During times of severe drought, monitor your water levels closely. Keep in mind that water quality may be impacted by increased concentrations of contaminants.
- Please alert your local DNR hydrologists to any water supply concerns or issues during the summer.
- Sign up to receive updates from the DNR about drought in Minnesota, drought preparations and response, and important ways to conserve water.

Best regards,

Randall Doneen
Conservation Assistance and Regulations Section Manager
Minnesota Department of Natural Resources
Phone: 651-295-9437
Email: randall.doneen@state.mn.us

mndnr.gov

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2022 Trunk Highway 210 & Inglewood Drive Railway Crossing Improvements Project Update - Municipal Project No.: 4121

Approval Required: No Action Required

BACKGROUND

Bolton & Menk is the consultant engineer for the City of Baxter on this Trunk Highway 210 & Inglewood Drive Railway Crossing Improvements (Inglewood Drive) project (www.inglewooddrive.com). It is one of the two components of the larger plan to establish a west reliever roadway for T.H. 371 and align Inglewood Drive to improve the northbound-southbound local movements through the city. The second component to this plan is the 2022 Foley Road, Forthun Road and Isle Drive Improvements project which started construction May 2022 and was completed on October 13, 2023.

The Inglewood Drive and TH 210 traffic signal was activated and Inglewood Drive from TH 210 to Foley Road was opened on July 11, 2023. The Reduced Conflict Intersection (RCI) on TH 210 at Knollwood Drive was completed on August 11, 2023, and lane restrictions on TH 210 removed. Punchlist items and traffic control additions approved in October were completed on October 27, 2023.

MnDOT directed the City to implement Change Order No. 4 of installing catch basins within the TH 210 and Inglewood Drive intersection to address a drainage issue. Anderson Brothers completed the storm sewer and roadwork from June 4, 2024 to June 7, 2024. Punchlist items have been completed. The project has received a final inspection report from MnDOT, granting the City to start the project closeout process. Final Payment to Anderson Brothers was approved by the City Council on November 19, 2024.

In the month of January final payment requests were submitted for Federal Aid Force Account and Federal Aid Construction. The final Federal Aid Force Account Payment was completed in April.

MnDOT LPP emailed the city on May 4, 2026 for final verification of the modified scheduled I form. If the City was good with the dollar amounts, MnDOT was requesting for signatures. Due to some modifications of the Schedule I form, the City had some questions regarding the funds and the totals. Phone calls between the City and MnDOT were had over the month of May. The City has verified that funds are matching up and now verifying that the final State Aid funding requests will be properly formatted as well. Once these final payments have been received, a final invoice from Bolton & Menk will be paid and the project will close-out.

FINANCIAL IMPLICATIONS

The process of final payment requests is in motion. The project is expected to be short of hitting the maximum amount of eligible federal funds of $1,254,815.40, by $44,132.25, and the State LPP cap of $1,100,000, by $14,838.88. The project team vetted all possibilities to maximize those opportunities, by reallocating funds in multiple scenarios, but was unsuccessful. MnDOT will pay for all the overruns that were experienced at the RCI intersection, however.

When it comes to State Aid funds, we initially requested the full amount allotted to the City per eligibilities. The project experienced some overruns in certain areas that have the potential to be covered by State Aid funds. Bolton & Menk is working with MnDOT D3 DSAE to explore these possible reimbursement eligibilities. If any additional State Aid funds are received, they will be put toward the City's responsible costs, alleviating the need to utilize assessment funds to pay for their share.

The expected final project cost participation is:

TH 210/INGLEWOOD PROJECT	
COMPARISON OF TOTAL PROJECT COMPENSATIONS TO DATE	
Actual Bids (8/1/22)	
CITY	$1,709,781
MnDOT	$1,100,000
MnDOT (RCI)	$568,441
FEDERAL	$603,900
TOTAL	**$3,982,122**
Current Agency Splits	
CITY	$1,433,302.80
MnDOT#	$1,085,161.12
MnDOT (RCI)	$589,037.49
FEDERAL	$1,216,998.67
TOTAL	**$4,324,500.08**
# Max Cap Amount Available for Project ($1,100,000)	
State Aid Funds	
S.P. 230-107-003 (25% Engineering)	$99,338.77
S.P. 230-121-001 (25% Engineering)	$142,791.04
BNSF 40-Year Maintenance	$645,910.00
State Aid Eligible Construction	$114,232.84
Trunk Highway Portion (25% Engineering)	$289,826.21
State Aid Funds TOTAL	$1,292,098.86
CITY COSTS LEFT OVER (Pre-Assessments)	$141,203.94

The overall project budget and status of project cost is as follows:

TH 210/INGLEWOOD PROJECT				
COMPARISON OF TOTAL PROJECT COSTS TO DATE (CITY)				
Item Description	**Feasibility Report** *(9/21/21)*	**Actual Bids/Award** *(9/6/22)*	**Expected Total Costs** *(Today)*	**Current Total Cost** *(Today)*
CONSTRUCTION COSTS	**$1,196,800**	**$2,127,824.00**	**$2,351,623.60**	**$2,359,787.58**
BNSF Surface Crossing Construction	$100,000	$104,918.00	$104,918.00	$143,031.30
BNSF Signal Crossing Construction	$441,600	$453,259.00	$453,259.00	$397,089.46
Preliminary Construction Contingencies (10%)	$114,700	N/A	N/A	N/A
Considerations for COVID-19 during Design (Street Only) (10%)	$114,700	N/A	N/A	N/A
Contingency (5%)***	N/A	$107,983.34	N/A	N/A
TOTAL CONSTRUCTION COSTS	**$1,967,800**	**$2,793,984.34**	**$2,909,800.60**	**$2,899,908.34**
Engineering and Construction Administration (22%)	$302,800	-	-	-
Legal and Other Costs (2%)	$27,600	-	-	-
Administration (2%)	$27,600	-	-	-
BNSF Easement	$50,000	$57,065	$57,065	$57,065
BNSF 40-Year Maintenance	$800,000	$645,910	$645,910	$645,910
WSN Feasibility Study	-	$21,318	$21,318	$21,318
BNSF Engineering	-	$16,110	$16,110	$16,110
BNSF Flagging	-	$48,000	$48,000	-
Administration	-	$27,600	$27,600	$27,600
Legal, Bonding, and Other Costs	-	$27,600	$27,600	$27,600
Bolton & Menk Engineering/Construction Admin Contract	-	$344,535	$576,107	$588,008
MnDOT IA Inspection Costs	-	-	$673.27	$673.27
MnDOT Supplied Signal Cabinet	-	-	$40,307	$40,307
TOTAL OTHER COSTS	**$1,208,000**	**$1,188,138**	**$1,460,690**	**$1,424,592**
TOTAL PROJECT FEES	**$3,175,800**	**$3,982,122.34**	**$4,370,490.87**	**$4,324,500.08**
	Items Not included			
Knollwood/Foley Intersection	$192,350			
Revised Total	**$3,368,150**			

***Contingency includes BNSF Signal Crossing Costs, BNSF Surface Crossing Costs, Construction Costs minus RCI

TH 210/INGLEWOOD PROJECT	
CITY OF BAXTER PROJECT COST SUMMARY	
TOTAL CITY COST	$1,433,302.80
STATE AID ADVANCEMENT	$1,292,098.86
ASSESSMENTS	$149,965.80
REMAINING LOCAL COST	**($8,761.86)**

TH 210/INGLEWOOD PROJECT	
PROJECT CONTINGENCY	
TOTAL MNDOT**	$14,838.88
TOTAL CITY	$8,761.86
TOTAL PROJECT	**$23,600.74**

**RCI PORTION IS NOT CAPPED. CONTINGENCY SHOWN IS CAPPED AMOUNT OF PROJECT.

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2023 Knollwood Drive Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

The project is complete. Widseth is completing the certificate of survey and is looking to obtain a permanent easement for a section of the trail. Once this is complete, Widseth will submit the certificate of survey.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

Click or tap here to enter text.

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2024 Mill & Overlay and Full Depth Reclamation Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

The project work is complete. Widseth has submitted the Record Drawings and on the City's review list.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2026 AWIA RRA & ERP Recertification Monthly Update

Approval Required: No Action Required

BACKGROUND

6/29/2026 Update- Tayler Thom
SEH is under contract to complete updates to the City's various documents or procedures to keep in compliance with appropriate standards.

Acronym summary:

AWIA- American Water Infrastructure Act

RRA- Risk and Resiliency Assessment

ERP – Emergency Response Plan

Work Completed:

- SEH & City Staff attended a kickoff meeting to discuss the project goals and objectives and to set the schedule for the project.
- SEH & City staff have completed a water infrastructure walkthrough of all facilities to assess asset threats and safety measures in place.
- SEH has compiled a Vulnerability Self-Assessment for the City of Baxter Water System for AWIA compliance. This will include recommendations for safety improvements within the City's water system.
- The final RRA, including the Vulnerability Self-Assessment has been compiled and provided to the City. City staff will certify the RRA with the EPA.
- SEH has started the Emergency Response Plan preparation for the December, 2026 deadline and will continue to work with City staff to gather relevant information for this plan.

Upcoming Work:

- SEH will compile the Emergency Response Plan and include directives to relevant City information for future City staff use.

FINANCIAL IMPLICATIONS

Project costs will be covered under the City's Water Fund.

STAFF RECOMMENDATIONS

UTILITY COMMISSION ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2026 AWIA RRA & ERP Recertification Monthly Update

Approval Required: No Action Required

BACKGROUND

6/29/2026 Update- Tayler Thom
SEH is under contract to complete updates to the City's various documents or procedures to keep in compliance with appropriate standards.

Acronym summary:

AWIA- American Water Infrastructure Act

RRA- Risk and Resiliency Assessment

ERP – Emergency Response Plan

Work Completed:

- SEH & City Staff attended a kickoff meeting to discuss the project goals and objectives and to set the schedule for the project.
- SEH & City staff have completed a water infrastructure walkthrough of all facilities to assess asset threats and safety measures in place.
- SEH has compiled a Vulnerability Self-Assessment for the City of Baxter Water System for AWIA compliance. This will include recommendations for safety improvements within the City's water system.
- The final RRA, including the Vulnerability Self-Assessment has been compiled and provided to the City. City staff will certify the RRA with the EPA.
- SEH has started the Emergency Response Plan preparation for the December, 2026 deadline and will continue to work with City staff to gather relevant information for this plan.

Upcoming Work:

- SEH will compile the Emergency Response Plan and include directives to relevant City information for future City staff use.

FINANCIAL IMPLICATIONS

Project costs will be covered under the City's Water Fund.

STAFF RECOMMENDATIONS

UTILITY COMMISSION ACTION REQUESTED

BAXTER
"A Growing Community"

REQUEST FOR ACTION
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Consent Agenda

Department Origination: Public Works

Agenda Item: 2026 Micro Surfacing Project Update

Approval Required: No Action Required

BACKGROUND

Pursuant to authority of the City Council and after proper legal advertisement, bids for the above referenced project were opened and read aloud at Baxter City Hall at 11:00 A.M. on Thursday, May 14, 2026. The project consists of 5.2 miles of city streets consisting of:

- Baxter Drive north of TH 210, Conservation Drive, and Fairview Road from Conservation Drive to Baxter Drive.
- Excelsior Road from Inglewood Drive to roundabout at Edgewood Drive and Cypress Drive east to the city limit
- Edgewood Drive from Excelsior Road to Woida Road
- Dellwood Drive from Design Road to 400 feet north of Woida Road and Whispering Woods Lane to Wise Road (CSAH 49).

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

Company	Bid
ASTECH Corporation	$602,411.18
Fahrner Asphalt	$695,059.20
Engineer's Estimate of Construction Cost	$657,065.20

All bids conformed to the plans, specifications and advertisement. One mathematical error was found in the ASTECH bid that increased their bid amount by $4.40 to a total of $602,415.58. The low bid is approximately 8.3% lower than the Engineer's estimate of $657,065.20.

On the north end of Dellwood Drive the east half of the street for a quarter mile south of Wise Road (CSAH 49) is in the City of Brainerd. The City of Brainerd has agreed to participate in the project for this segment which equates to 3% of the project. A breakdown of the low bid detailing the City of Baxter portion and City of Brainerd portion is attached as is summarized as follows:

	Total Project	**City of Baxter**	**City of Brainerd**
Construction Cost:	$602,415.58	$583,846.58	$18,569.00
Engineering Cost:	$59,312.00	$57,532.64	$1,779.36
Total Project Cost:	$661,727.58	$641,379.22	$20,348.36

The Utilities Commission recommended awarding the construction contract to ASTECH on June 3, 2026 and the City Council approved award of the construction contract to ASTECH on June 16, 2026. Contracts are in the process of being signed by the contractor and city and we anticipate construction will take place in the middle of August.

FINANCIAL IMPLICATIONS

Funds will be taken from the Franchise Fee's that goes toward the Pavement Management Plan. Based on the bid results, the construction cost to complete the street segments identified for 2026 is $602,415.58 and the engineering cost is $59,312.00 for a total project cost of $661,727.58.

The 2026 City of Baxter portion of the project is $641,379.22 and City of Brainerd portion is $20,348.36.

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: 2026 Mill & Overlay Improvements Project, Project Monthly Update

Approval Required: No Action Required

BACKGROUND

City Council awarded the project to Anderson Brothers Construction Company of Brainerd at the June 2nd Council Meeting. The Contract documents have been fully executed, and the preconstruction meeting is in the process of being scheduled. An update on the preconstruction meeting date will likely be brought to the Utility Commission Meeting.

Two of the five easements have been approved by City Council. Widseth is continuing to work with the other three residents on the easements.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

STAFF REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Foley Road and Isle Drive/Forthun Road Intersection Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

SEH was awarded a contract at the March 17th Council Meeting for survey services, and for design phase services at the April 21st Council meeting for the Foley Road and Isle Drive/Forthun Road Intersection Improvements Project.

6/29/2026 Update Scott Hedlund

Work Completed:

- SEH has been working toward finalizing the geometric layout and reviewing with City Staff.
- A design coordination meeting with MnDOT and their consultants was held on May 14, 2026.
    - The latest version of the layout was reviewed.
- SEH submitted a revised layout to MnDOT and their interchange consultant team for review and comment on June 3, 2026, and we are awaiting a response.
- SEH presented a preliminary layout to the Utilities Commission on June 3rd.
- Traffic study is ongoing, awaiting additional forecast information from MnDOT.
- Coordination with the MnDOT DSAE staff including SAP number setup and traffic study scope inquiry.
- Coordination with Braun Intertec on scheduling field soil boring work for July.
- A private utility design coordination meeting is scheduled for June 30, 2026.

Upcoming Work

- Design phase services, including finalizing the layout and traffic study, utility coordination, geotechnical field work, preparation of a feasibility report, and plan production.
- Design coordination meetings with MnDOT and their consultants and the City/SEH focused on this project are expected to continue as the layout and design are developed.
- The goal is to bring a draft feasibility study to the September UC and CC meetings and then hold a Neighborhood Informational Meeting in late September/October.

General Project Background for Reference:

As outlined in the January 14, 2026 memorandum to the City Council, staff has identified multiple projects that the City will need to undertake as a direct result of MnDOT's proposed conversion of the Trunk Highway 210 and Highway 371 intersection into a grade-separated overpass to be constructed in 2028 and 2029. One of these City projects includes improvements to the Foley Road and Forthun Road/Isle Drive intersection consisting of the construction of turn lanes on Foley Road and a median on Forthun Road/Isle Drive as a result of the overpass project relocating the at-grade railroad crossing from Elder Drive to Forthun Road/Isle Drive. It is anticipated that this

project would need to be constructed by the City in 2027 prior to MnDOT starting the overpass construction in 2028.

Staff has also identified a 900 feet segment of Forthun Road/Isle Drive pavement between Foley Road and the Forthun Road/ Isle Drive mini roundabout as needing resurfacing. Combining these areas into one project would be cost effective and lessen future inconveniences.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

STAFF REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Elder Drive & Foley Road Intersection Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

SEH was awarded a contract at the March 17th Council Meeting for survey services, and a contract for design phase services at the April 21st Council meeting for the Elder Drive & Foley Road Intersection Improvements Project.

6/29/2026 Update Scott Hedlund

Work Completed:

- SEH has been working toward finalizing the geometric layout and reviewing with City staff.
- Traffic counts were collected May 19th along with review of the train crossing.
- SEH presented a preliminary layout to the Utilities Commission on June 3rd.
- A Traffic study is ongoing, awaiting additional forecast information from MnDOT
- Coordination with the MnDOT DSAE staff including SAP number setup and traffic study scope inquiry.
- Coordination with Braun Intertec on scheduling field soil boring work for July.
- A private utility design coordination meeting is scheduled for June 30, 2026.

Upcoming Work

- Design phase services, including finalizing the layout and traffic study, utility coordination, geotechnical field work, right of way acquisition services, and plan production.
- The goal is to hold a Neighborhood Informational Meeting in conjunction with the Foley Road/ Forthun Road- Isle Drive Intersection project in September/October.

General Project Background for Reference:

As outlined in the January 14, 2026 memorandum to the City Council, staff has identified multiple projects that the City will need to undertake as a direct result of MnDOT's proposed conversion of the Trunk Highway 210 and Highway 371 intersection into a grade-separated overpass to be constructed in 2028 and 2029. The realignment of Elder Drive at the Foley Road intersection is one of the City projects. It is a direct result of the need to close the Elder Drive at-grade railroad crossing in conjunction with the overpass project. It is anticipated that these roadway and utility improvements would be bid and constructed as a separate City project with contract provisions requiring close coordination with MnDOT's project, and with construction starting shortly after the permanent closure of the Elder Drive at-grade railroad crossing in 2028.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Eagle Drive Area Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

BPU Directional Drill Forcemain Project
This project has been completed and the retainage has been released.

Eagle Drive Pavement Condition
In September of 2023, a 1" overlay was completed. The City plans to do a yearly inspection of the pavement to see how the pavement is holding up. Widseth previously walked the roadway on 9-23-2024 and again on 9-26-2025. The 9-26-2025 review showed the pavement was still in good condition. Pictures of these areas were taken and will be compared to the September 2026 review.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

STAFF REPORT
UTILITY COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Evergreen Drive/Douglas Fir Drive Traffic Impact Study Monthly Update

Approval Required: No Action Required

BACKGROUND

In January 2024, SEH began studying the impacts of a proposed gas station in the southeast corner of the intersection of TH 371 and College Road. The impact study built on the findings of the of the CSAH 48 corridor study (completed in December 2022), focusing on the intersections of Trunk Highway 371 (TH 371)/College Road and College Road/Douglas Fir Drive. The study reviewed the short- and long-term impact of the proposed development along Evergreen Drive and Douglas Fir Drive.

Since the completion of the initial study in May 2024, there has been an update to the site plan, which requires the traffic impact analysis to be updated and an Intersection Control Evaluation (ICE) report be completed for the recommended roundabout at the intersection of College Road and Douglas Fir Drive.

The SEH tasks for the study update include project management, traffic forecasts, trip generation, trip distribution, and traffic operations analysis, access review, a traffic impact study report, and an ICE report for the College Road and Douglas Fir Drive intersection.

7/8/2026 Update – Justin Anibas, SEH

SEH has completed the trip generation estimates, access review, and traffic operations required to update the traffic impact study. SEH updated the draft traffic impact analysis report based on the findings of the study, which has been reviewed by the City Staff and is currently under review by the developer. SEH has also completed all of the safety and operations analysis needed for the ICE report at the intersection of College Road and Douglas Fir Drive, a draft of which is currently being reviewed by City staff. Once the ICE report is through City review, it will need to be reviewed and approved by MnDOT State Aid.

The findings and recommendations of the traffic impact study and ICE report will be presented to the Utilities Commission and City Council at a later date.

FINANCIAL IMPLICATIONS

No financial implications, 100% developer paid.

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Evergreen Drive Improvements and Southeast Baxter Stormwater Overflow Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

Widseth is currently working on the hydraulic model. During the bi-weekly workload meeting requested an update on the project budget and funding sources. Widseth is preparing a drawing showing the delineated drainage area and associated contributing amounts for each roadway classification to determine State Aid eligible funding costs.

The current project budget, based on the PROTECT Grant application, is $2,432,875. With the approval of the hydraulic modeling, the current budget is $2,440,770. Current expenditures are $128,890 for engineering, wetland delineation, topographic survey, wetland replacement, PROTECT grant application assistance and hydraulic modeling completed to date.

EXPENSE ITEM	CURRENT PROJECT BUDGET	CURRENT EXPENDITURES	PROJECTED FINAL PROJECT COSTS
CONSTRUCTION	$1,942,900.00		$1,942,900.00
ENGINEERING			
FEASIBILITY REPORT	$12,500.00	$12,500.00	$12,500.00
FEASIBILITY REPORT AMENDMENT	$14,570.00	$14,570.00	$14,570.00
WETLAND DELINEATION	$4,500.00	$4,500.00	$4,500.00
TOPOGRAPHIC SURVEY	$27,900.00	$27,900.00	$27,900.00
WETLAND REPLACEMENT	$7,000.00	$7,000.00	$7,000.00
WETLAND REPLACEMENT PURCHASE	$15,299.66	$15,299.66	$15,299.66
DESIGN	$155,400.00	$37,070.00	$155,400.00
PROTECT APPLICATION	$4,250.00	$4,250.00	$4,250.00
HYDRAULIC MODELING	$7,895.00	$5,500.00	$7,895.00
CONSTRUCTION (ESTIMATED)	$73,694.34		$73,694.34
LEGAL, FINANCE, ADMIN AND OTHER COSTS (9%):	$174,861.00		$174,861.00
TOTALS	**$2,440,770.00**	**$128,589.66**	**$2,440,770.00**

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Holiday Station Store Contamination Project Monthly Update

Approval Required: No Action Required

BACKGROUND

The Antea Group was on site in June completing sampling. Widseth will follow up with the Antea Group on any updates.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Industrial Park Road FDR and Stormwater Improvements Project Monthly Update

Approval Required: No Action Required

BACKGROUND

At the March 17th, 2026 City Council meeting, the Council Authorized Widseth to begin work on the Project. Widseth has been working with City staff MnDOT and another consultant on the details of the plans and funding opportunities. Widseth has completed the survey of the project area and is currently working on the design sheets.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

Click or tap here to enter text.

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Inglewood Drive to Garrett Lane Flood Overflow Control Monthly Update

Approval Required: No Action Required

BACKGROUND

The City Council approved Widseth's proposal to complete hydrologic and hydraulic analysis of the proposed surface water overflow connection to Ditch 10 and Red Sand Lake on May 19, 2026. Modeling is anticipated to be completed the week of July 6th and will be reviewed with the County Engineer.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

STAFF REPORT
UTILITY COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Lake Forest Road Senior Living Traffic Review Monthly Update

Approval Required: No Action Required

BACKGROUND

This project is a traffic review related to a 102-unit senior apartment building on Lake Forest Road, west of Edgewood Drive and TH 371. The property is located north of Novotny Road, just north of the proposed assisted living facility.

This study builds on the four previous studies along Novotny Road, one for the Lofts at Novotny (2022), one for the Kwik Trip (2024), one for the VA Clinic (2025), and one for the proposed assisted living facility (2025).

The proposed 102-unit senior living apartment building is not expected to generate traffic demands that would change the recommendations of the Baxter VA Clinic Traffic Impact Study, so a full traffic impact analysis for the development is not needed. The traffic review will estimate trips generated by the development, review planned access, and determine whether additional roadway connections should be built in the development area.

The SEH tasks for the project include project management, trip generation, access review, and review of planned roadway connections.

7/8/2026 Update – Justin Anibas, SEH

SEH has completed the trip generation estimates, access review, and roadway connections review for the proposed development. SEH completed a draft report based on the findings of the study, which has been reviewed by the City Staff and is currently under review by the developer.

FINANCIAL IMPLICATIONS

No financial implications, 100% developer paid.

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Lift Station No. 18 Reconstruction Project Monthly Update

Approval Required: No Action Required

BACKGROUND

The Council awarded the project to CCS Contracting, Inc. of New Brighton, Minnesota on June 16, 2026.

Representative from Quality Flow, Widseth and the City reviewed met at the Maintenance Facility on June 16th to review the Quality Flow equipment shipment. All items were accounted for except the antenna which is being supplied by True North Controls.

There has been a delay in the shipment of aluminum hatches for the project. CCS Contracting is working with Quality Flow to have the hatches shipped from the manufacture directly to the precast concrete facility. It is anticipated the hatches will be shipped sometime in July. This will likely delay start of the project until late July or early August.

The project budget outlined in the Lift Station Maintenance Plan Update (2026-2045) is $250,900. Current expenditures total $71,535 for engineering and equipment. Projected final projects costs are $217,074.00 which is $33,826.00 under budget.

EXPENSE ITEM	ORIGINAL PROJECT BUDGET	CHANGES / ADDITIONS	CURRENT EXPENDITURES	PROJECTED FINAL PROJECT COSTS
CONSTRUCTION	$170,900.00			$136,200.00
WIDSETH	$15,000.00		$12,885.00	$15,000.00
AE2S		$6,584.00		$6,584.00
TRUE NORTH CONTROLS		$640.00		$640.00
QUALITY FLOW (PUMPS AND CONTROLS)	$65,000.00		$58,650.00	$58,650.00
TOTALS	**$250,900.00**	**$7,224.00**	**$71,535.00**	**$217,074.00**

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Mercury Minimization Project Monthly Update

Approval Required: No Action Required

BACKGROUND

6/29/2026 Update Dianne Mathews & Neil Heinonen

A contract with SEH was awarded at the April 21st Council Meeting. Public Works Staff has coordinated with Brainerd Public Utilities Staff to work with the SEH to update each City's Mercury Minimization Program. The need for a Mercury Minimization Program need was been triggered by the MPCA identifying higher limits at the wastewater treatment plant.

Work Completed:

- SEH and City staff met for a kickoff meeting on June 24th to discuss the project goals, timelines, and to review upcoming mailings related to the program.

Upcoming Work:

- SEH intends to complete mailing to businesses that are considered potential sources of mercury. The mailings are being coordinated to be sent to parties during the same general timeframe as mailings that are necessary for work on the program for Brainerd.
- SEH intends to complete updates to the program for Brainerd Public Utilities, then review those program updates with Baxter staff, and compile a slightly revised program to meet Baxter's goals for their individual program.
- SEH will complete a review of the program with a goal to update the mercury minimization program for the City of Baxter by identifying mercury sources, assessing current controls, and aligning practices with MPCA and EPA regulatory requirements. The work results in implementable best management practices, code updates, enforcement mechanisms, and outreach tools to help effectively reduce mercury discharges at their source and support long-term compliance.

FINANCIAL IMPLICATIONS

Project costs will be covered under the City's Sewer Fund.

STAFF RECOMMENDATIONS

UTILITY COMMISSION ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: TH 371/TH 210 Interchange Utility Modifications Monthly Update

Approval Required: No Action Required

BACKGROUND

Widseth assisted with the City with review of the 30% MnDOT plan set. Plan comments were provided to WSB and MnDOT on Friday, June 26, 2026.

Widseth is currently working on cost estimates and drawings for Dellwood Drive. MnDOT is currently proposing to place the storm sewer along the west curb line of Dellwood Drive which would require the relocation of the existing watermain. Another option would be to install the storm sewer along the east curb line. Both options will require reconstruction of the entire roadway. Drawings and cost estimates are being developed to share with MnDOT to determine the best option moving forward.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 5/6/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Wastewater Treatment Plant Charges for May 2026

Approval Required: No Action Required

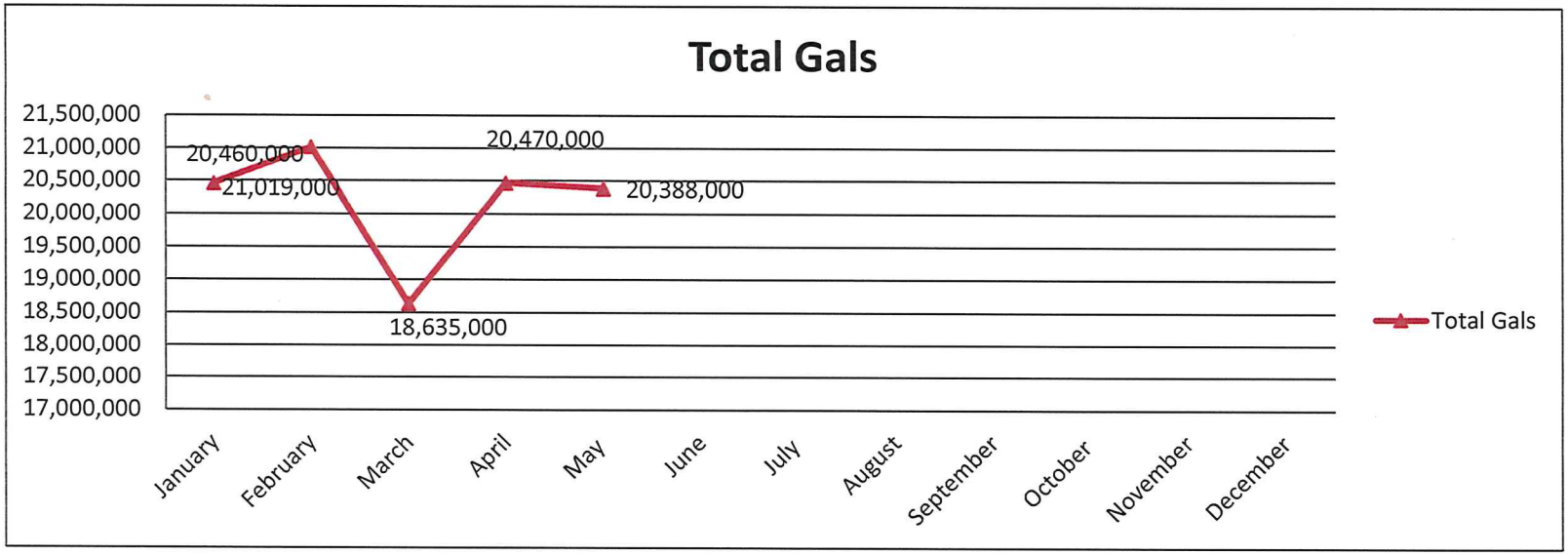
BACKGROUND

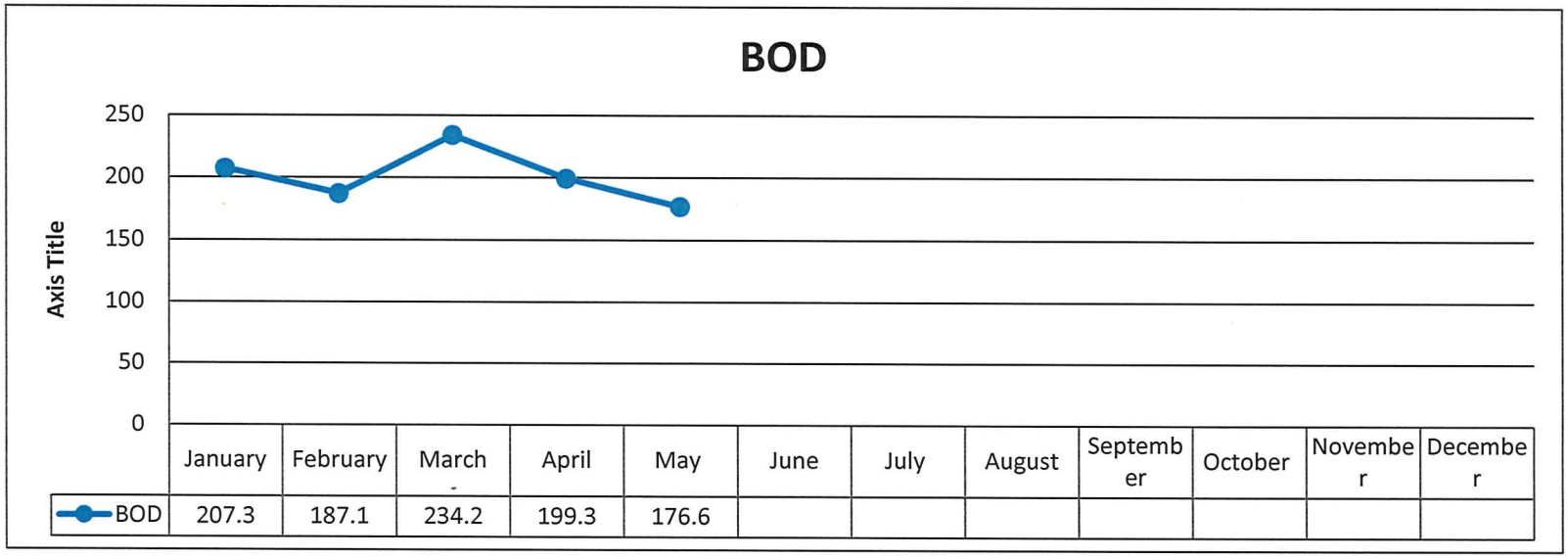
This monthly charge is billed on behalf of the Brainerd Public Utilities to cover the cost of treating the water.

FINANCIAL IMPLICATIONS

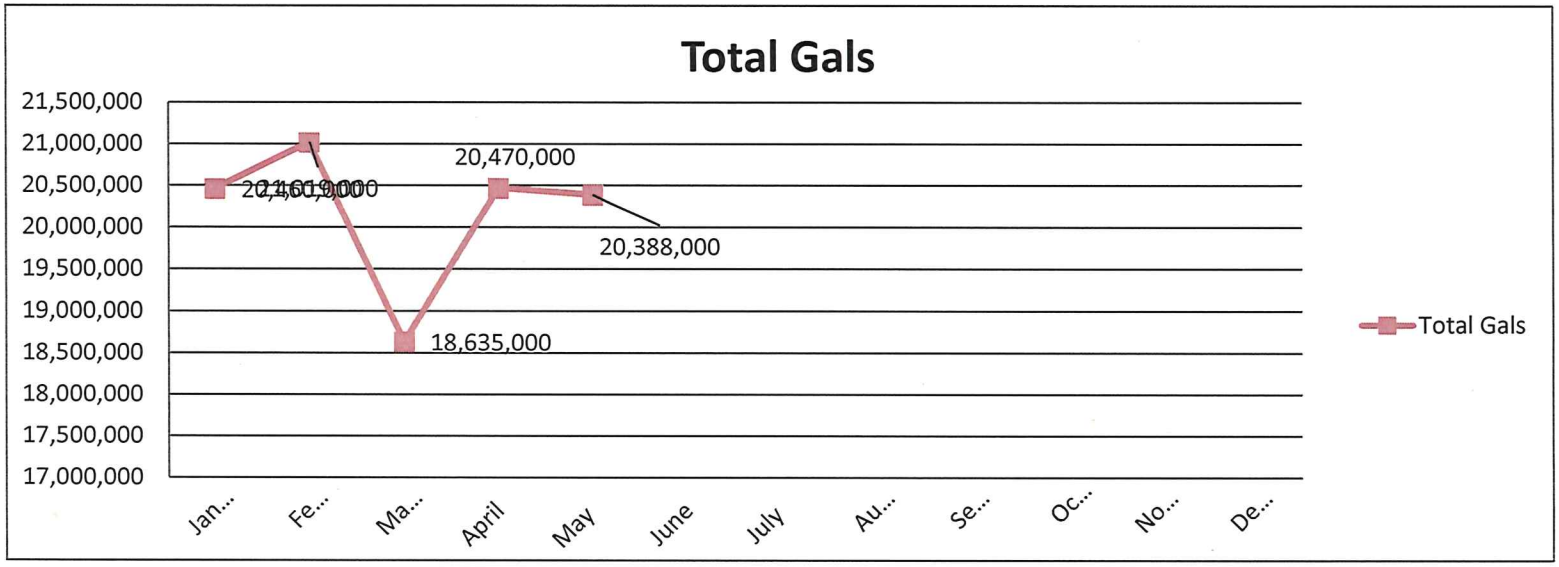
STAFF RECOMMENDATIONS

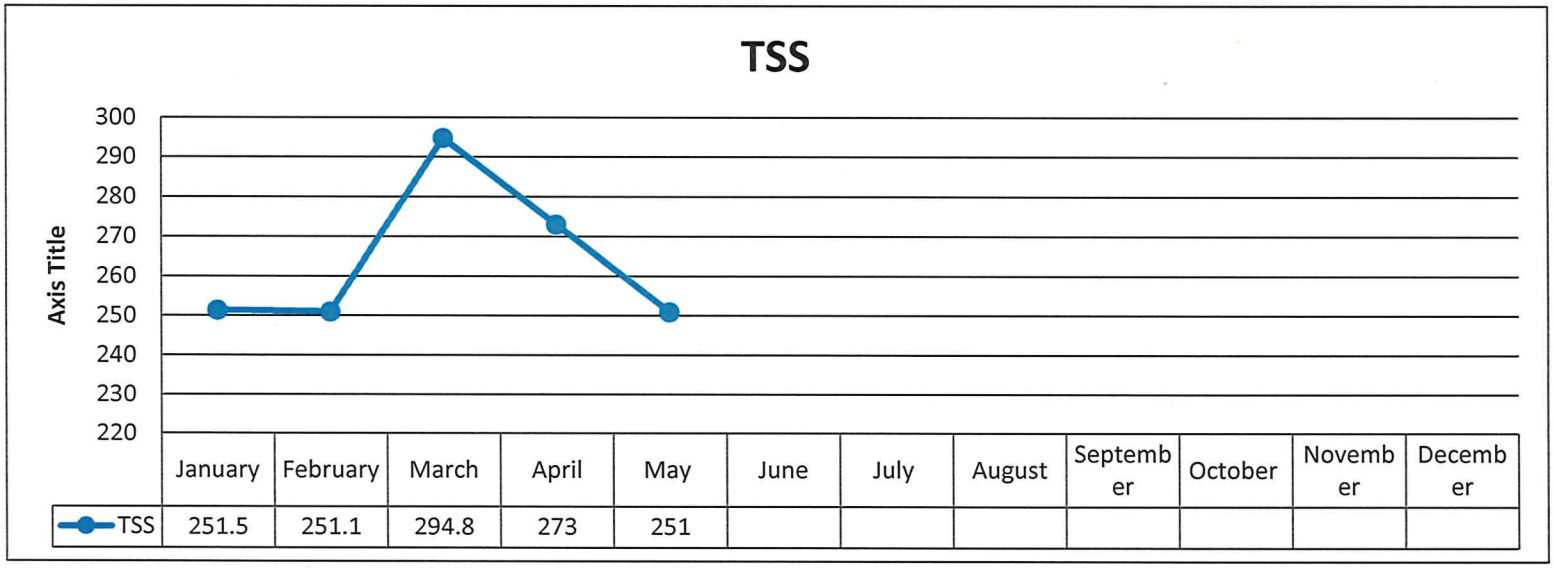
COUNCIL ACTION REQUESTED





	January	February	March	April	May	June	July	August	September	October	November	December
BOD	207.3	187.1	234.2	199.3	176.6							





	January	February	March	April	May	June	July	August	September	October	November	December
TSS	251.5	251.1	294.8	273	251							

BRAINERD PUBLIC UTILITIES
8027 Highland Scenic Rd • P.O. Box 373 • Brainerd, Minnesota 56401
Business Office: 218.829.8726 ■ *Repair Service:* 218.829.2193
www.bpu.org

BRAINERD PUBLIC UTILITIES
WASTEWATER TREATMENT CHARGES FOR THE
CITY OF BAXTER
FOR
May 2026

Baxter Monthly Flow and Loading Data

Number of days in billing period	30
Total flow for period (gallons)	20,388,000
Average Daily Flow (MGD)	0.680
CBOD (mg/L)	176.6
TSS (mg/L)	251.0
TP (mg/L)	7.6

I. Base Charges

Base Capital Charge	$0.00
Base Operating Charge	81,062.43
Subtotal for Period	**$81,062.43**

II. Excess Charges

Excess Capital Charge	$0.00
Excess Operating Charges	
Excess Flow	0.00
Excess Loading	0.00
Excess Strength	0.00
Subtotal for Period	**$0.00**

III. Base and Excess Charge Adjustments
('True up' from previous year based on actual Operating Costs)

Operating Charges Previously Billed	$0.00
True-up Charges	0.00
Excess Operating Charge Adjustments	
Excess Flow Adjustment	0.00
Excess Loading Adjustment	0.00
Excess Strength Adjustment	0.00
Subtotal for Period	**$0.00**
Total for Period	**$81,062.43**

Monthly Input Data
for
May 2026

Current Month	May
Year	2026
Number of days in billing period	30

Flow

	Brainerd	Baxter	Total
Total flow for period (gallons)	38,055,000	20,388,000	58,443,000
Average Daily Flow (MGD)	1.269	0.680	1.948

Loading

	Brainerd				Baxter			
Measurement Number	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)
1	121	224	6.45		204	223	6.75	
2	118	284	6.70		152	235	8.30	
3	112	231	6.35		173	267	7.65	
4	99	271	6.40		217	263	7.60	
5	101	356			168	277		
6	104	246			163	269		
7	99	258			173	274		
8	86.3	311			149	265		
9	148	241			171	212		
10	116	211			196	245		
11	92	228			157	246		
12	134	206			196	236		
13								
14								
15								
16								
17								
18								
19								
20								
Average Daily Loadings (conc.)	111	256	6.5	#DIV/0!	177	251	7.6	#DIV/0!
Average Daily Loadings (lbs/d)	1,173	2,706	69	-	1,001	1,424	43	-
Average Daily Loadings (mg/d)	-	-	-	#DIV/0!	-	-	-	#DIV/0!

Most Recent Twelve Months Input Data

Brainerd Most Recent Twelve Months Data

	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	April	May	Average	mg/L
Flow (MGD)	1.236	1.155	1.230	1.155	0.911	1.084	1.119	1.126	1.202	1.204	1.280	1.269	1.164	
CBOD (lbs/d)	1,295	1,492	1,743	1,519	953	1,150	1,185	1,185	1,088	1,256	1,177	1,173	1,268	130
TSS (lbs/d)	2,577	2,760	3,692	2,647	1,738	1,971	2,012	2,133	2,165	2,322	2,477	2,706	2,433	250
TP (lbs/d)	77	71	77	63	48	59	59	68	64	70	71	69		

Baxter Most Recent Twelve Months Data

	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	April	May		
Flow (MGD)	0.671	0.816	0.688	0.664	0.853	0.627	0.662	0.660	0.678	0.666	0.660	0.680	0.694	
CBOD (lbs/d)	881	1,448	1,186	1,174	1,447	1,086	1,098	1,142	1,059	1,301	1,098	1,001	1,160	200
TSS (lbs/d)	1,718	2,153	1,828	1,466	1,838	1,396	1,543	1,385	1,421	1,638	1,504	1,424	1,610	278
TP (lbs/d)	47	59	49	40	54	42	42	42	41	42	42	43		

Base Charge Calculations
for
May 2026

Base Capital Charge Calculations

(Based on the estimated Phase I capital costs, actual costs will be dependent upon interest rates, construction bids, etc.)

Capital Cost: $0

PFA Interest Rate: 3.233%
Repayment Period (years) 20

	Weight	Brainerd Allocation		Baxter Allocation		Subtotals
	(%)	(%)	($)	(%)	($)	($)
Flow	30%	66.67%	$0	33.33%	$0	$0
CBOD	30%	66.67%	$0	33.33%	$0	$0
TSS	30%	66.67%	$0	33.33%	$0	$0
TP	10%	66.67%	$0	33.33%	$0	$0
		Totals	$0		$0	$0

	Brainerd	Baxter
Monthly Charges	**$0.00**	**$0.00**

Base Operating Charge Calculations

Brainerd

Current Month Flow and Loading Data

Average Daily Flow (MGD)		1.269
CBOD (mg/L)		110.8
TSS (mg/L)		255.6
TP (mg/L)		6.5

Current Month Operating Charge

	Base Unit Cost		Mass	Monthly Cost
	($)	Units	(lbs/day)	($)
Flow	$1.086	1000 gal	NA	$41,338
CBOD	$0.962	lb CBOD	1,173	$33,832
TSS	$0.513	lb TSS	2,706	$41,617
TP	$6.301	lb TP	69	$12,958
			Subtotal	**$129,744.53**

Baxter

Current Month Flow and Loading Data

Average Daily Flow (MGD)		0.680
CBOD (mg/L)		176.6
TSS (mg/L)		251.0
TP (mg/L)		7.6

Current Month Operating Charge

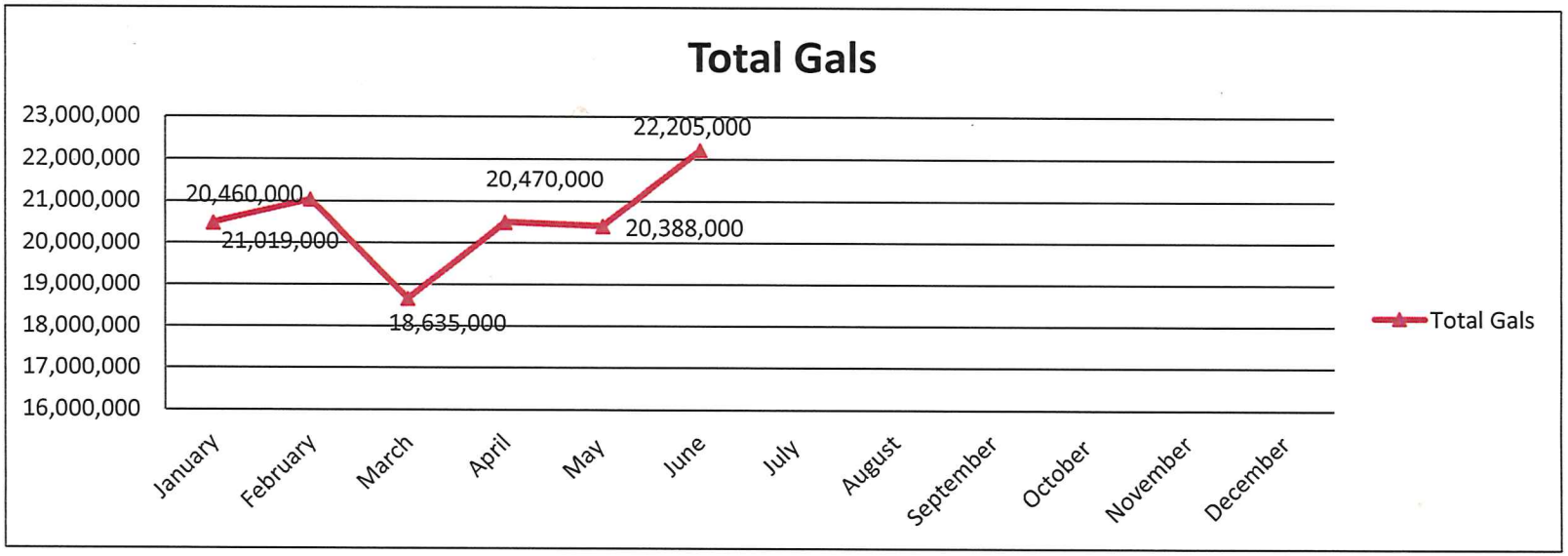
	Base Unit Cost		Mass	Monthly Cost
	($)	Units	(lbs/day)	($)
Flow	$1.086	1000 gal	NA	$22,147
CBOD	$0.962	lb CBOD	1,001	$28,898
TSS	$0.513	lb TSS	1,424	$21,896
TP	$6.301	lb TP	43	$8,121
			Subtotal	**$81,062.43**

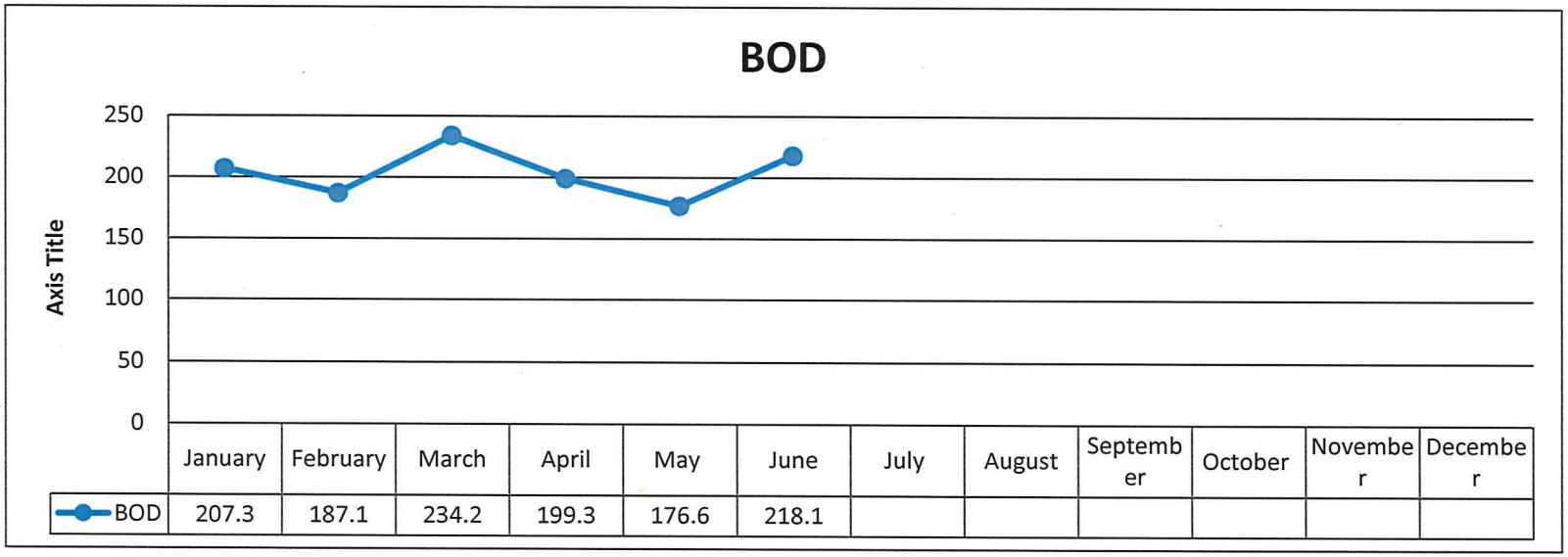
6

WWTP Influent and Effluent Flows						
		BRD/BAX's	BRD/BAX's	Baxter's	Baxter's	Brainerd's
Date		Influent	Infl. Total	Influent	Daily Total	Daily Total
30-Apr	Thu	11,483,292,000	1.973	3,482,631,000	0.657	1.316
29-Apr	Wed	11,481,306,000	1.986	3,481,983,000	0.648	1.338
28-Apr	Tue	11,479,294,000	2.012	3,481,333,000	0.650	1.362
27-Apr	Mon	11,477,206,000	2.088	3,480,712,000	0.621	1.467
26-Apr	Sun	11,475,366,000	1.840	3,480,075,000	0.637	1.203
25-Apr	Sat	11,473,651,000	1.715	3,479,465,000	0.610	1.105
24-Apr	Fri	11,471,759,000	1.892	3,478,789,000	0.676	1.216
23-Apr	Thu	11,469,884,000	1.875	3,478,153,000	0.636	1.239
22-Apr	Wed	11,467,924,000	1.960	3,477,475,000	0.678	1.282
21-Apr	Tue	11,465,985,000	1.939	3,476,810,000	0.665	1.274
20-Apr	Mon	11,464,072,000	1.913	3,476,149,000	0.661	1.252
19-Apr	Sun	11,462,143,000	1.929	3,475,481,000	0.668	1.261
18-Apr	Sat	11,460,261,000	1.882	3,474,840,000	0.641	1.241
17-Apr	Fri	11,458,373,000	1.888	3,474,220,000	0.620	1.268
16-Apr	Thu	11,456,310,000	2.063	3,473,540,000	0.680	1.383
15-Apr	Wed	11,454,252,000	2.058	3,472,860,000	0.680	1.378
14-Apr	Tue	11,452,304,000	1.948	3,472,203,000	0.657	1.291
13-Apr	Mon	11,450,352,000	1.952	3,471,547,000	0.656	1.296
12-Apr	Sun	11,448,406,000	1.946	3,470,891,000	0.656	1.290
11-Apr	Sat	11,446,503,000	1.903	3,470,252,000	0.639	1.264
10-Apr	Fri	11,444,395,000	2.108	3,469,528,000	0.724	1.384
9-Apr	Thu	11,442,382,000	2.013	3,468,854,000	0.674	1.339
8-Apr	Wed	11,440,397,000	1.985	3,468,194,000	0.660	1.325
7-Apr	Tue	11,438,346,000	2.051	3,467,503,000	0.691	1.360
6-Apr	Mon	11,436,245,000	2.101	3,466,775,000	0.728	1.373
5-Apr	Sun	11,434,447,000	1.798	3,466,188,000	0.587	1.211
4-Apr	Sat	11,432,639,000	1.808	3,465,583,000	0.605	1.203
3-Apr	Fri	11,430,791,000	1.848	3,464,941,000	0.642	1.206
2-Apr	Thu	11,429,006,000	1.785	3,464,345,000	0.596	1.189
1-Apr	Wed	11,427,184,000	1.822	3,463,722,000	0.623	1.199
31-Mar	Tue	11,425,320,000	1.864	3,463,091,000	0.631	1.233
	Min		1.715		0.587	1.105
	Max		2.108		0.728	1.467
	Ave		1.936		0.652	1.282

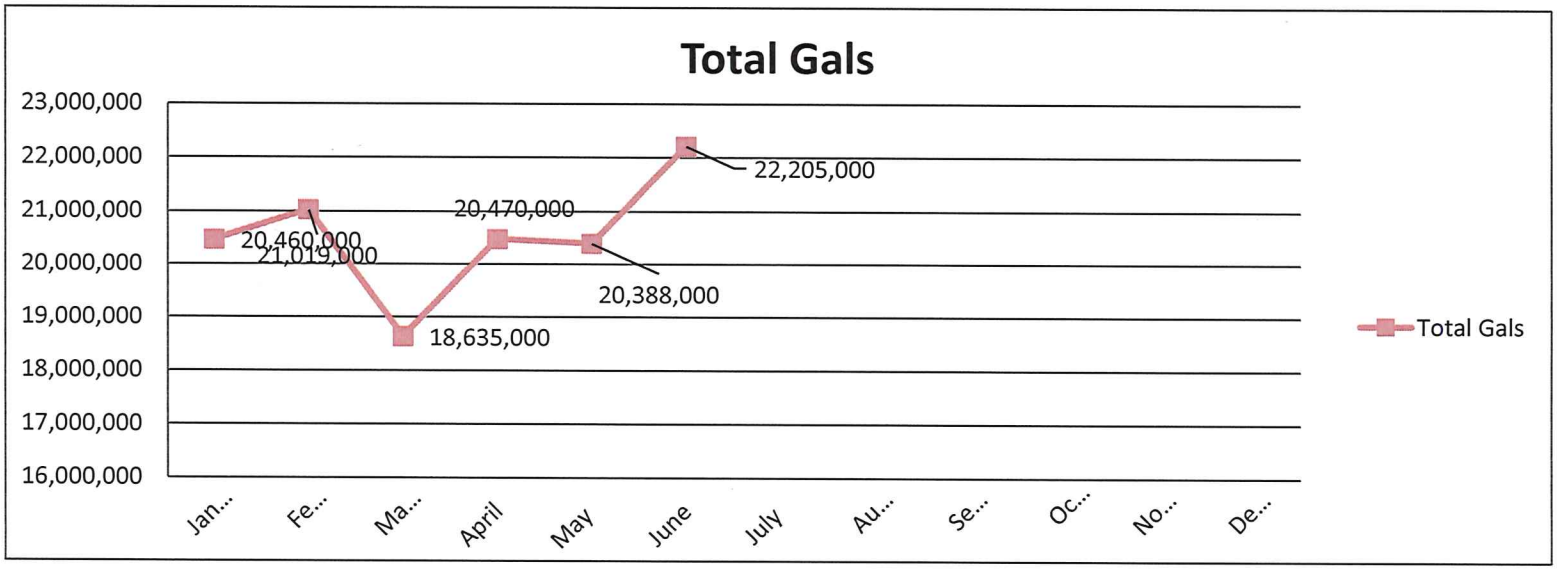
24

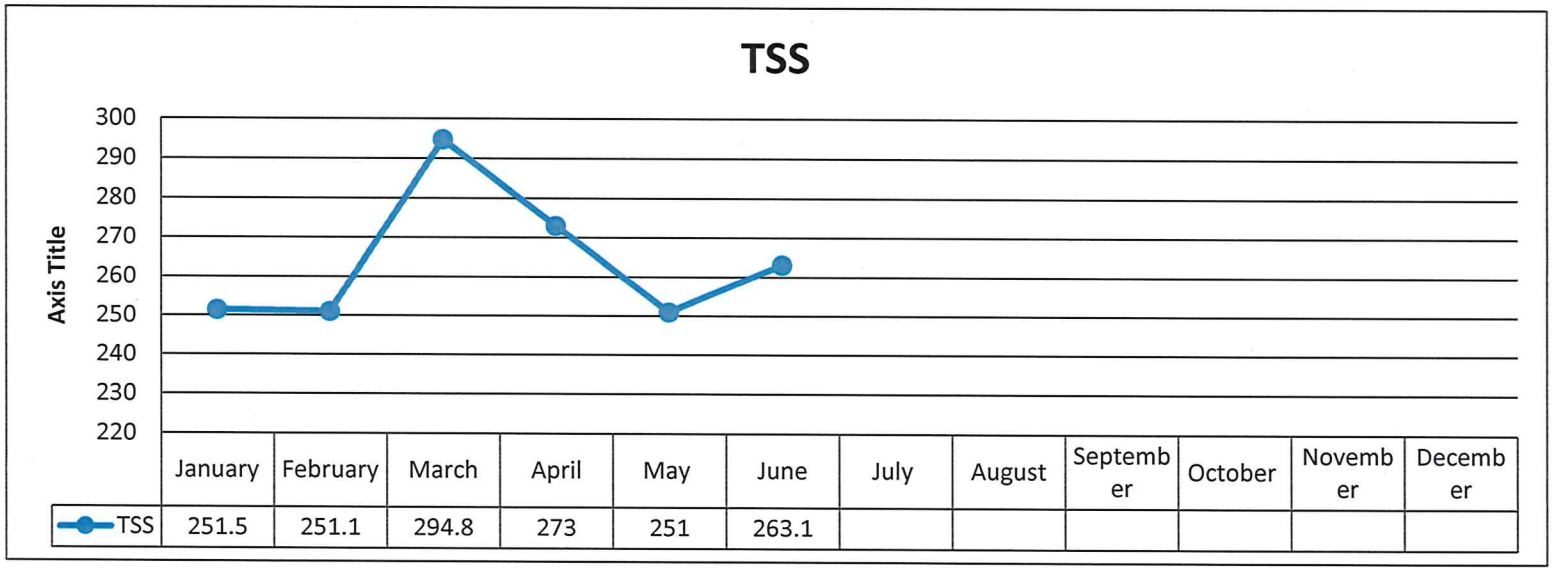
WWTP Influent and Effluent Flows						
		BRD/BAX's	BRD/BAX's	Baxter's	Baxter's	Brainerd's
Date		Influent	Infl. Total	Influent	Daily Total	Daily Total
31-May	Sun					
30-May	Sat					
29-May	Fri					
28-May	Thu					
27-May	Wed					
26-May	Tue	11,533,933,000	1.999	3,500,574,000	0.760	1.239
25-May	Mon	11,531,977,000	1.956	3,499,842,000	0.732	1.224
24-May	Sun	11,530,202,000	1.775	3,499,177,000	0.665	1.110
23-May	Sat	11,528,430,000	1.772	3,498,542,000	0.635	1.137
22-May	Fri	11,526,519,000	1.911	3,497,864,000	0.678	1.233
21-May	Thu	11,524,545,000	1.974	3,497,151,000	0.713	1.261
20-May	Wed	11,522,597,000	1.948	3,496,441,000	0.710	1.238
19-May	Tue	11,520,637,000	1.960	3,495,768,000	0.673	1.287
18-May	Mon	11,518,685,000	1.952	3,495,083,000	0.685	1.267
17-May	Sun	11,516,719,000	1.966	3,494,369,000	0.714	1.252
16-May	Sat	11,514,824,000	1.895	3,493,649,000	0.720	1.175
15-May	Fri	11,512,748,000	2.076	3,492,833,000	0.816	1.260
14-May	Thu	11,510,803,000	1.945	3,492,145,000	0.688	1.257
13-May	Wed	11,508,821,000	1.982	3,491,428,000	0.717	1.265
12-May	Tue	11,506,691,000	2.130	3,490,697,000	0.731	1.399
11-May	Mon	11,504,613,000	2.078	3,489,981,000	0.716	1.362
10-May	Sun	11,502,728,000	1.885	3,489,299,000	0.682	1.203
9-May	Sat	11,500,872,000	1.856	3,488,636,000	0.663	1.193
8-May	Fri	11,498,903,000	1.969	3,487,937,000	0.699	1.270
7-May	Thu	11,496,920,000	1.983	3,487,248,000	0.689	1.294
6-May	Wed	11,494,960,000	1.960	3,486,588,000	0.660	1.300
5-May	Tue	11,493,054,000	1.906	3,485,951,000	0.637	1.269
4-May	Mon	11,491,040,000	2.014	3,485,240,000	0.711	1.303
3-May	Sun	11,489,035,000	2.005	3,484,565,000	0.675	1.330
2-May	Sat	11,487,179,000	1.856	3,483,933,000	0.632	1.224
1-May	Fri	11,485,265,000	1.914	3,483,288,000	0.645	1.269
30-Apr	Thu	11,483,292,000	1.973	3,482,631,000	0.657	1.316
	Min		1.772		0.632	1.110
	Max		2.130		0.816	1.399
	Ave		1.949		0.694	1.255





	January	February	March	April	May	June	July	August	September	October	November	December
BOD	207.3	187.1	234.2	199.3	176.6	218.1						





	January	February	March	April	May	June	July	August	September	October	November	December
TSS	251.5	251.1	294.8	273	251	263.1						

JUN 29 2026

BRAINERD PUBLIC UTILITIES
8027 Highland Scenic Rd • P.O. Box 373 • Brainerd, Minnesota 56401
Business Office: 218.829.8726 ■ *Repair Service:* 218.829.2193
www.bpu.org

BRAINERD PUBLIC UTILITIES
WASTEWATER TREATMENT CHARGES FOR THE
CITY OF BAXTER
FOR
June 2026

Baxter Monthly Flow and Loading Data

Number of days in billing period	31
Total flow for period (gallons)	22,205,000
Average Daily Flow (MGD)	0.716
CBOD (mg/L)	218.1
TSS (mg/L)	263.7
TP (mg/L)	7.5

I. Base Charges

Base Capital Charge	$0.00
Base Operating Charge	86,964.75
Subtotal for Period	**$86,964.75**

II. Excess Charges

Excess Capital Charge	$0.00
Excess Operating Charges	
Excess Flow	0.00
Excess Loading	0.00
Excess Strength	0.00
Subtotal for Period	**$0.00**

III. Base and Excess Charge Adjustments
('True up' from previous year based on actual Operating Costs)

Operating Charges Previously Billed	$0.00
True-up Charges	0.00
Excess Operating Charge Adjustments	
Excess Flow Adjustment	0.00
Excess Loading Adjustment	0.00
Excess Strength Adjustment	0.00
Subtotal for Period	**$0.00**
Total for Period	**$86,964.75**

Monthly Input Data
for
June 2026

Current Month	June
Year	2026
Number of days in billing period	31

Flow

	Brainerd	Baxter	Total
Total flow for period (gallons)	35,849,000	22,205,000	58,054,000
Average Daily Flow (MGD)	1.156	0.716	1.873

Loading

	Brainerd				Baxter			
Measurement Number	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)
1	130	244	6.60		246	280	7.80	
2	152	219	6.10		197	275	6.50	
3	161	204	6.55		217	244	7.55	
4	192	216	7.75		245	234	7.70	
5	143	198	8.05		185	259	7.75	
6	144	195			182	242		
7	187	296			240	278		
8	193	219			201	240		
9	156	220			197	240		
10	136	257			228	286		
11	247	256			210	260		
12	196	214			239	273		
13	175	267			216	287		
14	135	214			205	250		
15	172	234			263	307		
16								
17								
18								
19								
20								
Average Daily Loadings (conc.)	168	230	7.0	#DIV/0!	218	264	7.5	#DIV/0!
Average Daily Loadings (lbs/d)	1,621	2,222	68	-	1,304	1,576	45	-
Average Daily Loadings (mg/d)	-	-	-	#DIV/0!	-	-	-	#DIV/0!

Most Recent Twelve Months Input Data

Brainerd Most Recent Twelve Months Data

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	April	May	June	Average	mg/L
Flow (MGD)	1.155	1.230	1.155	0.911	1.084	1.119	1.126	1.202	1.204	1.280	1.269	1.156	1.158	
CBOD (lbs/d)	1,492	1,743	1,519	953	1,150	1,185	1,185	1,088	1,256	1,177	1,173	1,621	1,295	134
TSS (lbs/d)	2,760	3,692	2,647	1,738	1,971	2,012	2,133	2,165	2,322	2,477	2,706	2,222	2,404	249
TP (lbs/d)	71	77	63	48	59	59	68	64	70	71	69	68		

Baxter Most Recent Twelve Months Data

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	April	May	June		
Flow (MGD)	0.816	0.688	0.664	0.853	0.627	0.662	0.660	0.678	0.666	0.660	0.680	0.716	0.697	
CBOD (lbs/d)	1,448	1,186	1,174	1,447	1,086	1,098	1,142	1,059	1,301	1,098	1,001	1,304	1,195	205
TSS (lbs/d)	2,153	1,828	1,466	1,838	1,396	1,543	1,385	1,421	1,638	1,504	1,424	1,576	1,598	275
TP (lbs/d)	59	49	40	54	42	42	42	41	42	42	43	45		

Base Charge Calculations
for
June 2026

Base Capital Charge Calculations

(Based on the estimated Phase I capital costs, actual costs will be dependent upon interest rates, construction bids, etc.)

Capital Cost: $0

PFA Interest Rate: 3.233%
Repayment Period (years) 20

	Weight	Brainerd Allocation		Baxter Allocation		Subtotals
	(%)	(%)	($)	(%)	($)	($)
Flow	30%	66.67%	$0	33.33%	$0	$0
CBOD	30%	66.67%	$0	33.33%	$0	$0
TSS	30%	66.67%	$0	33.33%	$0	$0
TP	10%	66.67%	$0	33.33%	$0	$0
		Totals	$0		$0	$0

	Brainerd	Baxter
Monthly Charges	**$0.00**	**$0.00**

Base Operating Charge Calculations

Brainerd

Current Month Flow and Loading Data

Average Daily Flow (MGD)		1.156
CBOD (mg/L)		167.9
TSS (mg/L)		230.2
TP (mg/L)		7.0

Current Month Operating Charge

	Base Unit Cost		Mass	Monthly Cost
	($)	Units	(lbs/day)	($)
Flow	$1.088	1000 gal	NA	$39,001
CBOD	$0.698	lb CBOD	1,621	$35,066
TSS	$0.537	lb TSS	2,222	$36,980
TP	$6.053	lb TP	68	$12,694
			Subtotal	**$123,741.44**

Baxter

Current Month Flow and Loading Data

Average Daily Flow (MGD)		0.716
CBOD (mg/L)		218.1
TSS (mg/L)		263.7
TP (mg/L)		7.5

Current Month Operating Charge

	Base Unit Cost		Mass	Monthly Cost
	($)	Units	(lbs/day)	($)
Flow	$1.088	1000 gal	NA	$24,158
CBOD	$0.698	lb CBOD	1,304	$28,204
TSS	$0.537	lb TSS	1,576	$26,236
TP	$6.053	lb TP	45	$8,368
			Subtotal	**$86,964.75**

7

WWTP Influent and Effluent Flows						
		BRD/BAX's	BRD/BAX's	Baxter's	Baxter's	Brainerd's
Date		Influent	Infl. Total	Influent	Daily Total	Daily Total
31-May	Sun	11,543,802,000	1.893	3,504,452,000	0.738	1.155
30-May	Sat	11,541,934,000	1.868	3,503,693,000	0.759	1.109
29-May	Fri	11,539,966,000	1.968	3,502,911,000	0.782	1.186
28-May	Thu	11,537,968,000	1.998	3,502,138,000	0.773	1.225
27-May	Wed	11,535,932,000	2.036	3,501,334,000	0.804	1.232
26-May	Tue	11,533,933,000	1.999	3,500,574,000	0.760	1.239
25-May	Mon	11,531,977,000	1.956	3,499,842,000	0.732	1.224
24-May	Sun	11,530,202,000	1.775	3,499,177,000	0.665	1.110
23-May	Sat	11,528,430,000	1.772	3,498,542,000	0.635	1.137
22-May	Fri	11,526,519,000	1.911	3,497,864,000	0.678	1.233
21-May	Thu	11,524,545,000	1.974	3,497,151,000	0.713	1.261
20-May	Wed	11,522,597,000	1.948	3,496,441,000	0.710	1.238
19-May	Tue	11,520,637,000	1.960	3,495,768,000	0.673	1.287
18-May	Mon	11,518,685,000	1.952	3,495,083,000	0.685	1.267
17-May	Sun	11,516,719,000	1.966	3,494,369,000	0.714	1.252
16-May	Sat	11,514,824,000	1.895	3,493,649,000	0.720	1.175
15-May	Fri	11,512,748,000	2.076	3,492,833,000	0.816	1.260
14-May	Thu	11,510,803,000	1.945	3,492,145,000	0.688	1.257
13-May	Wed	11,508,821,000	1.982	3,491,428,000	0.717	1.265
12-May	Tue	11,506,691,000	2.130	3,490,697,000	0.731	1.399
11-May	Mon	11,504,613,000	2.078	3,489,981,000	0.716	1.362
10-May	Sun	11,502,728,000	1.885	3,489,299,000	0.682	1.203
9-May	Sat	11,500,872,000	1.856	3,488,636,000	0.663	1.193
8-May	Fri	11,498,903,000	1.969	3,487,937,000	0.699	1.270
7-May	Thu	11,496,920,000	1.983	3,487,248,000	0.689	1.294
6-May	Wed	11,494,960,000	1.960	3,486,588,000	0.660	1.300
5-May	Tue	11,493,054,000	1.906	3,485,951,000	0.637	1.269
4-May	Mon	11,491,040,000	2.014	3,485,240,000	0.711	1.303
3-May	Sun	11,489,035,000	2.005	3,484,565,000	0.675	1.330
2-May	Sat	11,487,179,000	1.856	3,483,933,000	0.632	1.224
1-May	Fri	11,485,265,000	1.914	3,483,288,000	0.645	1.269
30-Apr	Thu	11,483,292,000	1.973	3,482,631,000	0.657	1.316
	Min		1.772		0.632	1.109
	Max		2.130		0.816	1.399
	Ave		1.949		0.707	1.243

WWTP Influent and Effluent Flows

Date	BRD/BAX's Influent	BRD/BAX's Infl. Total	Baxter's Influent	Baxter's Daily Total	Brainerd's Daily Total
30-Jun Tue					
29-Jun Mon					
28-Jun Sun					
27-Jun Sat					
26-Jun Fri					
25-Jun Thu					
24-Jun Wed	11,588,256,000	1.884	3,521,382,000	0.722	1.162
23-Jun Tue	11,586,422,000	1.834	3,520,692,000	0.690	1.144
22-Jun Mon	11,584,565,000	1.857	3,519,974,000	0.718	1.139
21-Jun Sun	11,582,831,000	1.734	3,519,312,000	0.662	1.072
20-Jun Sat	11,581,147,000	1.684	3,518,658,000	0.654	1.030
19-Jun Fri	11,579,376,000	1.771	3,518,005,000	0.653	1.118
18-Jun Thu	11,577,542,000	1.834	3,517,315,000	0.690	1.144
17-Jun Wed	11,575,682,000	1.860	3,516,671,000	0.644	1.216
16-Jun Tue	11,573,813,000	1.869	3,515,954,000	0.717	1.152
15-Jun Mon	11,571,915,000	1.898	3,515,226,000	0.728	1.170
14-Jun Sun	11,570,121,000	1.794	3,514,529,000	0.697	1.097
13-Jun Sat	11,568,385,000	1.736	3,513,851,000	0.678	1.058
12-Jun Fri	11,566,540,000	1.845	3,513,120,000	0.731	1.114
11-Jun Thu	11,564,685,000	1.855	3,512,419,000	0.701	1.154
10-Jun Wed	11,562,752,000	1.933	3,511,705,000	0.714	1.219
9-Jun Tue	11,560,800,000	1.952	3,510,967,000	0.738	1.214
8-Jun Mon	11,558,868,000	1.932	3,510,258,000	0.709	1.223
7-Jun Sun	11,557,004,000	1.864	3,509,552,000	0.706	1.158
6-Jun Sat	11,555,229,000	1.775	3,508,853,000	0.699	1.076
5-Jun Fri	11,553,368,000	1.861	3,508,155,000	0.698	1.163
4-Jun Thu	11,551,448,000	1.920	3,507,417,000	0.738	1.182
3-Jun Wed	11,549,543,000	1.905	3,506,681,000	0.736	1.169
2-Jun Tue	11,547,602,000	1.941	3,505,925,000	0.756	1.185
1-Jun Mon	11,545,695,000	1.907	3,505,190,000	0.735	1.172
31-May Sun	11,543,802,000	1.893	3,504,452,000	0.738	1.155
		1.684		0.644	1.030
Min		1.952		0.756	1.223
Max		1.854		0.706	1.147
Ave					
					Total Rain
		44.445		17.652	
					27.531

24

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Wastewater Treatment Plant Charges for June 2026

Approval Required: No Action Required

BACKGROUND

This monthly charge is billed on behalf of the Brainerd Public Utilities to cover the cost of treating the water.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED

BAXTER
"A Growing Community"

ITEM REPORT
UTILITIES COMMISSION

Agenda Date: 7/8/2026
Agenda Section: Information Only

Department Origination: Public Works

Agenda Item: Whiskey Creek Planting Plans Project Monthly Update

Approval Required: No Action Required

BACKGROUND

Phase 1 – Pre-Design Site Investigation:
The City of Baxter entered into an agreement with HR Green on November 17, 2021 to perform Phase 1 pre-design property investigations within an approximately 13-acre area within the Good Samaritan Society parcel (abandoned golf course between Golf Course Drive and Cypress Drive, north of Excelsior Road) proposed for acquisition. A Phase I Environmental Report was completed and limited site investigation sampling had identified areas of mercury contamination in soils surrounding some of the golf course greens. To further develop the property, the contaminated soils needed to be removed. Two amendments were granted for HR Green's team to further delineate the extent of the contaminated soil, complete required MPCA testing for landfill disposal, and additional project management and coordination costs incurred during that period. Total Phase 1 contract costs were $99,666.00.

Phase 2 – Design & Construction Engineering Services:
The City of Baxter entered into an agreement with HR Green on February 15, 2022 to perform Phase 2 design and construction engineering services for a stormwater practice within the 13-acre Good Samaritan Society parcel. Services by HR Green and SEH, Inc. as a subcontractor included project management, meetings, creating a project website, public meetings, preliminary design, hydrologic, hydraulic and water quality modeling, permitting, a design report, cost estimates, final design, preparing bid documents and addenda, advertising, bidding, preparing contractor documentation, and construction services. Included in the original construction services scope were two change orders, work on the 13-acre parcel, turf establishment plans as part of the overall plan set, and construction services ending in 2023. This total contract is $343,399.00.

Phase 3 – Plantings and Turf Establishment:
At the 11/21/23 City Council meeting, Council approved an amendment to HR Green's contract that added a 3rd phase to the services. This phase covers the development of a plan set and specifications for a separate Planting Plans project to occur in spring 2024 at the Whiskey Creek site, as well as assistance with the bid process and construction administration services for the project.

At the 12/19/23 City Council meeting, Council approved the 100% plans for the Planting Plans project and authorized a request for quotes. Quotes for the above referenced project were obtained at 3:00 P.M. on February 7, 2024 by email.

At the 3/19/24 City Council meeting, Council accepted the lowest submitted revised quote for the Planting Plan project, submitted by MNL at a value of $119,342.30. A 10% contingency was added to this number (+ $11,934.23), and the SWCD pledged an additional $2,000 towards the project. The total Planting Plan project cost after these changes was $5,876.53 above the previously budgeted funds. Council approved an amendment to the Stormwater Enterprise Fund that included funds for this budget increase.

Change Order No. 1 was approved at the City Council meeting on 8/20/24. Consultation between the City, SWCD, MNL and HR Green resulted in a change from seeding near the water's edge requiring basin dewatering to the installation of plugs under the normal water level. The dewatering line item was removed, and a line item for installation of shoreline and aquatic plans has been added. MNL was also directed to remove the silt fence at the water's edge installed during the construction project to create space for the seeding and stabilization work. This line item has also been added. Erosion control blanket was substituted for hydraulic mulch matrix in the turf grass areas, and the Hydraulic Mulch Matrix line item has been removed. These changes resulted in no net change to the contract amount.

Construction work began the week of 6/24/24. The work was split into two mobilizations-one for seeding and blanket placement, and one for plug placement. The second mobilization was completed the week of 7/22/24. A weeding event occurred on 8/28/24 and 9/17/24, and site visits occurred on 10/8/24 and 6/4/24 as part of the warranty services. Maintenance events have been conducted the summer and fall of 2025, including weed control events on 6/4/25, 7/30/25, and 9/22/25, a full-site mow on 7/21/25, and a weed spraying event on 8/1/25. The Notice of Termination for the SWPPP was submitted in early November.

In 2026, the contractor reviewed the site plantings the week of 6/15/26 and found good natives growth. On 6/24/26 weed control was conducted.

The project is currently tracking under budget, but it will require maintenance for the year. The remaining budget may be spent on replacement plantings if the need arises. The contingency of $11,934.23 is budgeted for and is not anticipated to be spent.

FINANCIAL IMPLICATIONS

STAFF RECOMMENDATIONS

COUNCIL ACTION REQUESTED