

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made this ____ day of _____, 2026, is by and among 15521 Edgewood Drive LLC, a Minnesota limited liability company (“**Developer**”), and City of Baxter, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota, (“**City**”)

WITNESSETH:

WHEREAS, the Developer owns the portions of preexisting platted public right of way known as Novotny Road and Lake Forest Road contained within the plat VETERANS, described on Exhibit A and depicted on Exhibit B (the “**Property**”); and

WHEREAS, the Developer intends to construct the Public Improvements in the City Right of Way and all related facilities on the Property (the “**Development**”); and

WHEREAS, the City and Developer intend for this Agreement to impose certain commitments in connection with the Development of the Property; and

WHEREAS, the Development includes the construction and installation of public streets, curb, gutter, and all other infrastructure to support public right of way, more fully described below (hereinafter collectively referred to as the “**Public Improvements**”)

WHEREAS, the Developer agrees to construct the Public Improvements in accordance with all City ordinances, regulations, specifications, standards and policies (“**City Regulations**”) pursuant to the terms of this Agreement and will pay for all related charges, fees, and costs set forth in this Agreement; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement.

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

ARTICLE 1 **IMPROVEMENTS**

1.1 Construction. The Developer shall cause to be constructed the Public Improvements set forth in this Section 1.1 and depicted on Exhibit C in compliance with the City Regulations. Construction shall not begin until complete and accurate plans and specifications have been approved by the City. All material and construction shall conform to the City Regulations.

(a) Road and Trail Improvements. As required by the City Regulations, the Developer shall, at its sole cost and expense, design and construct the following:

- (1) Approximately 610 feet of roadway to the south of the roundabout.

(2) Approximately 260 feet of roadway to the north of the roundabout.

(b) Watermain Improvements. As required by the City Regulations, the Developer shall, at its sole cost and expense, design and construct the watermain from the Lake Forest Road and Novotny Road intersection to Woida Road.

1.2 Security. Within ten (10) days of the Effective Date, the Developer shall deposit or cause its general contractor to deposit with the City security in the form acceptable to the City Attorney in the amount of 125% of the cost of the Public Improvements as shown on Exhibit D. Said surety shall be released by the City upon acceptance of the Public Improvements by the City and a one-year warranty bond has been assigned to the City.

1.3 As-Built Plans. The Developer shall submit as-built plans for the Public Improvements installed in public rights-of-way or public utility easements and submit in electronic format in “.dwg file form” at the Developer’s expense. As-built plans shall include a complete set of plans depicting what was actually built and shall include all valves, hydrants, curb stops, sewer manholes, sewer clean-outs, and sewer service ends with a corresponding table showing County Coordinates on each item. Further plans shall include all storm sewer manhole, inverts, overflows, outflows, catch basins, and storm water ponds with elevations and a corresponding table showing County Coordinates on each item within six (6) months after substantial completion.

1.4 Inspections. The City Engineer or designee shall have the right to inspect, at any time, the construction of the Public Improvements and any related improvements necessary to support the Development. The Developer shall reimburse the City for all actual, out-of-pocket, reasonable inspection costs related to the inspections ensuring that they are constructed to City specifications. The estimated costs of inspections and material testing are set forth in the attached Exhibit E. The City has designated Short Elliott Hendrickson Inc. (SEH) to inspect construction of the Public Improvements full time for a total estimated construction inspection cost of \$_____. In addition to the inspections, SEH will be responsible for the construction testing. If SEH’s estimate for these charges is expected to exceed 110% of the estimate, the City will notify the Developer in advance and the City and Developer shall coordinate cooperatively to resolve any comments or objections that Developer may have regarding such exceedance.

1.5 No Easements. The entirety of the Public Improvements are within dedicated public ways as shown on the plat VETERANS.

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

- (a) All surveying, platting and recording requirements provided herein; and
- (b) Electricity, telephone, gas and cable television installations; and
- (c) Monumentation of lot corners; and

- (d) Plans and specifications for the Public Improvements; and
- (e) Payment of all fees, permits, licenses and recording fees; and
- (f) Erosion control in accordance with MPCA guidelines; and
- (g) All other items or site improvements necessary and incidental to completion of the Development; and
- (h) Water mains, gate valves, curb stops and fire hydrants; and
- (i) Sanitary sewer mains and manholes; and
- (j) Private topsoil, sod, seeding, and mulching of street right of way (only for that part disturbed as part of the construction of the Public Improvements).

1.7 City Acceptance. The City agrees that the Public Improvements when fully constructed and approved for acceptance by the City Engineer, Baxter Utility Commission and City Council shall become part of the municipal utility, owned and controlled by the City.

1.8 Warranty. The Public Improvements shall require a one-year maintenance bond following acceptance by the City. The maintenance bond shall be in the form acceptable to the City Attorney. The amount of the bond shall be equal to 110% of the final construction cost of the Public Improvements. The City shall not accept the Public Improvements until the end of said warranty period. The City reserves the right to extend the time frame for acceptance of the Development if any problems with the Municipal Installed Improvements are not resolved.

ARTICLE 2

RESERVED

ARTICLE 3

DEVELOPMENT FEES AND CHARGES

3.1 General. The Developer shall be subject to those lawfully adopted fees and charges due and payable to the City in connection with the Development, including permit fees, and the fees and charges set forth in Exhibit F attached hereto.

3.2 Payment of City Fees. The City shall not issue a building permit until the Developer has paid all fees due and payable for this Development in accordance with this Agreement. The City shall present the Developer with estimated costs for engineering inspections and observation, legal or administrative costs incurred by the City to review the construction of the Public Improvements. The estimated fees for any engineering costs are as set forth in Section 1.4 above. All other fees due to the City for any legal or administrative fees are shown on Exhibit F. Upon completion of the Development, the City shall refund to the Developer any remaining funds if the actual costs were lower than estimated. If the actual costs exceed the estimates, the City shall bill the Developer for this surplus and the bill shall be paid by the Developer within 30 days; provided, however, that the City and Developer shall coordinate cooperatively to resolve any comments or objections that Developer may have regarding such exceedance. No interest shall accrue on any

monies held by the City pursuant to this Section 3.3. If any invoice due to the City is unpaid after 30 days, a one-time late fee shall be assessed equaling 5% of the unpaid balance and interest at the rate of 1.5% per month shall be assessed for each month thereafter. If after multiple attempts to collect any outstanding bill(s) at the completion of the Development, a bill(s) remains unpaid, the Developer agrees the City may certify the outstanding balance, with certification fees and interest, to the Property for collection by the county on the following year's property taxes. The Developer or its successors, further agrees that when said assessment is levied it will not appeal or challenge this assessment amount and waives any notice of hearing related to adopting said assessment.

3.4 GIS System. The Developer is responsible for reasonable costs related to incorporating the Public Improvements into the City's GIS system as set forth in Exhibit E.

ARTICLE 4 **CERTIFICATE OF OCCUPANCY**

4.1 Certificate of Occupancy. The following minimum improvements (as applicable) for the Development must be substantially completed and accepted by the City before consideration is given to issuance of a certificate of occupancy:

- (a) Sanitary sewer, water drainage controls, water main, and fire hydrants.
- (b) Installation of all electricity, telephone, gas, lot monumentation and street and traffic signs.
- (c) Road, trail, and stormwater improvements of the Public Improvements.

ARTICLE 5 **TERM; EXPIRATION**

5.1 Expiration. The term of this Agreement shall commence on the date of the last signature to this Agreement and expire after the parties have fulfilled their respective obligations required by this Agreement.

ARTICLE 6 **DEFAULT AND ESTOPPEL**

6.1 Default. No party shall be in default under this Agreement until notice of the alleged failure of such party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given 30 days to cure the alleged failure.

6.2 Estoppel. The City agrees, upon the written request of the Developer, within 10 business days of the request, to issue to the Developer or its prospective mortgagee or purchaser, an estoppel certificate stating, to the best of the City's knowledge: (i) whether it knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether this Agreement is in full force and effect; and (iii) whether there are any sums due and owing by the Developer to the City that remain outstanding (that have not otherwise been assessed to the Property).

ARTICLE 7
ADDITIONAL PROVISIONS

7.1 Binding Obligations. This Agreement shall inure to the benefit of and shall be binding upon the Developer and the City and their respective successors, agents and assignees, and shall be binding upon all future owners of the Property, and shall be deemed covenants running with the land. However, nothing in this Agreement, expressed or implied, shall give to any other person or entity any benefit or legal or equitable right, remedy or claim under this Agreement.

7.2 Notices. Notices shall be communicated to the following addresses:

If to the City: City of Baxter
 Attn: Public Works Director, or successor
 13190 Memorywood Dr.
 Baxter, MN 56425
 e-mail: twalter@baxtermn.gov and tthompson@baxtermn.gov

If to the Developer 35521 Edgewood Drive LLC
 Attn: _____
 2709 Lilac Court
 St. Cloud, MN 56301
 e-mail: _____

Notices are effective when actually received by the party designated above by personal delivery by overnight courier or by electronic mail or 72 hours following deposit of the same in any United States Post Office, registered or certified mail postage prepaid. The addresses of the parties may be changed upon notice to the other party given as provided in this section.

7.3 Authority. Each party to this Agreement acknowledges and agrees that this Agreement is binding upon such party and is enforceable against such party in accordance with its terms and conditions.

7.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the parties.

7.5 Delays. No party shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics or pandemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by the City or the Developer under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to another

party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7.6 Severability. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, then (a) such enforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the parties

7.7 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Exclusive venue for any action to enforce or construe this Agreement shall be in Crow Wing County, Minnesota.

7.8 Non-Waiver. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

7.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

7.10 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description
Exhibit B	Plat
Exhibit C	Construction Plans and City Specifications for Sanitary Sewer, Watermain, Storm sewer, and Right-of-Way restoration
Exhibit D	Construction Costs & Security
Exhibit E	Inspection Fees
Exhibit F	Development Fees and Charges

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

CITY:

CITY OF BAXTER, MINNESOTA

By:_____

Darrel Olson, Its Mayor

By:_____

Kelly Steele, Its Asst. City Administrator/City Clerk

RATIFIED AND APPROVED BY THE CITY COUNCIL OF BAXTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

By:_____

Darrel Olson , Its Mayor

By:_____

Kelly Steele, Its Asst. City Administrator/City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Darrel Olson and Kelly Steele, the Mayor and Assistant City Administrator/City Clerk of the City of Baxter, a municipal corporation under the laws of Minnesota, on behalf of the corporation.

Notary Public

DEVELOPER:

15521 EDGEWOOD DRIVE LLC

By: _____

Name: Derrick Taylor

Title: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Derrick Taylor, the _____ of 15521 Edgewood Drive LLC, a Minnesota limited liability company, on behalf of the entity.

Notary Public

My commission expires:

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The intersection of Lake Forest Road and Novotny Road and the easterly extension of Novotny Road from said intersection for a distance of approximately 575 linear feet and as highlighted in red on Exhibit B, on land legally described as:

Outlot B-1, Veterans, Crow Wing County, Minnesota

And

Outlot C, Veterans, Crow Wing County, Minnesota

And

Outlot D, Veterans, Crow Wing County, Minnesota

#2609

EXHIBIT B PLAT OFFICIAL VETERANS Official

#2609

KNOW ALL PERSONS BY THESE PRESENTS: That 15521 Edgewood Drive, LLC, a Minnesota limited liability company, owner of the following described property:
 Corner A, PERC PLACE, according to the plat thereof on file and of record in the office of the Register of Titles in and for Crow Wing County, Minnesota.

KNOW ALL PERSONS BY THESE PRESENTS: That 7180 Maple Road, LLC, a Minnesota limited liability company, owner of the following described property:
 The West half of the East half of the Southeast Quarter of the Southeast Quarter, Section 31, Township 134, Range 36, Crow Wing County, Minnesota.

KNOW ALL PERSONS BY THESE PRESENTS: That Robert W. Olson, a single person, owner of the following described property:
 The East 1/2 of the East 1/2 of the Southeast Quarter of the Southeast Quarter, Section 31, Township 134, Range 36, Crow Wing County, Minnesota. Except the East 180 feet thereof.

KNOW ALL PERSONS BY THESE PRESENTS: That Olson Mechanical Electric, LLC, a Minnesota limited liability company, owner of the following described property:
 The East 180 feet of the East One-half of the East One-half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (1/4 SEC/200M/100E/1/4), Township One Hundred Thirty-four (134), Range Twenty-eight (28), Crow Wing County, Minnesota.

Has caused the same to be surveyed and plotted as VETERANS and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said 15521 Edgewood Drive, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this 18th day of December, 2025.

15521 Edgewood Drive, LLC
Robert W. Olson
 Robert W. Olson, Chief Manager
 STATE OF MINNESOTA
 COUNTY OF Crow Wing
 This instrument was acknowledged before me this 18th day of December, 2025, by Robert W. Olson, Chief Manager of 15521 Edgewood Drive, LLC, a Minnesota limited liability company.
Shanna Newman
 Shanna Newman
 (Notary Public Name)
 NOTARY PUBLIC, Crow Wing COUNTY, STATE OF MINNESOTA
 MY COMMISSION EXPIRES: 01-31-2027

In witness whereof said 7180 Maple Road, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this 18th day of December, 2025.

7180 Maple Road, LLC
Robert W. Olson
 Robert W. Olson, Chief Manager
 STATE OF MINNESOTA
 COUNTY OF Crow Wing
 This instrument was acknowledged before me this 18th day of December, 2025, by Robert W. Olson, Chief Manager of 7180 Maple Road, LLC, a Minnesota limited liability company.
Shanna Newman
 Shanna Newman
 (Notary Public Name)
 NOTARY PUBLIC, Crow Wing COUNTY, STATE OF MINNESOTA
 MY COMMISSION EXPIRES: 01-31-2027

In witness whereof said Robert W. Olson, a single person, owner, has caused this plat to be signed by him this 18th day of December, 2025.

Robert W. Olson
 Robert W. Olson
 STATE OF MINNESOTA
 COUNTY OF Crow Wing
 This instrument was acknowledged before me this 18th day of December, 2025, by Robert W. Olson.
Shanna Newman
 Shanna Newman
 (Notary Public Name)
 NOTARY PUBLIC, Crow Wing COUNTY, STATE OF MINNESOTA
 MY COMMISSION EXPIRES: 01-31-2027

In witness whereof said Olson Mechanical Electric, LLC, a Minnesota limited liability company, owner, has caused these presents to be signed by its proper officer this 18th day of December, 2025.

Olson Mechanical Electric
Robert W. Olson
 Robert W. Olson, Chief Manager
 STATE OF MINNESOTA
 COUNTY OF Crow Wing
 This instrument was acknowledged before me this 18th day of December, 2025, by Robert W. Olson, Chief Manager of Olson Mechanical Electric, LLC, a Minnesota limited liability company.
Shanna Newman
 Shanna Newman
 (Notary Public Name)
 NOTARY PUBLIC, Crow Wing COUNTY, STATE OF MINNESOTA
 MY COMMISSION EXPIRES: 01-31-2027

This plat of VETERANS was approved and accepted by City Council of the City of Becker, Minnesota, of a regular meeting thereof held on this 16th day of December, 2025, and said plat is in compliance with the provisions of the Minnesota Statutes, Section 360A.02, Subd. 2.

W. R. Olson
 Mayor
Shanna Newman
 City Clerk

DEED/PLAT CERTIFICATION
 I, David A. Spaul, do hereby certify that this plat was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor in the State of Minnesota, that this plat is a correct representation of the surveying work of mathematical data and facts are correctly depicted on this plat, that all measurements reported on this plat have been correctly set or set to set with new pins, that all not found, as defined in Minnesota Statutes, Section 360A.02, Subd. 1, as of the date of this certificate are shown and located on this plat, and all public ways are shown and located on this plat.

Dated this 18th day of December, 2025.

David A. Spaul
 David A. Spaul, Licensed Land Surveyor
 Minnesota License No. 59208

STATE OF MINNESOTA

COUNTY OF Crow Wing

This instrument was acknowledged before me this 18th day of December, 2025.

My agent, a Single Licensed Land Surveyor, Minnesota License No. 59208.

Shanna Newman
 Shanna Newman
 (Notary Public Name)
 NOTARY PUBLIC, Crow Wing COUNTY, STATE OF MINNESOTA

MY COMMISSION EXPIRES: 01-31-2027

County Auditor/Treasurer

Pursuant to Minnesota Statutes, Chapter 360A.02, Subd. 6, I have payable for the year 2025 on the last

been paid this 22nd day of December, 2025.

Shanna Newman
 Shanna Newman, Deputy
 City Clerk

By Shanna Newman
 (Notary Public Name)

County Recorder, County of Crow Wing, State of Minnesota

I hereby certify that this plat of VETERANS was filed in the office of the County Recorder for public

record on this 22nd day of December, 2025, at 12:19 o'clock P.M., and was duly recorded

Document No. 1018152

Shanna Newman

Shanna Newman

County Recorder

Register of Titles, County of Crow Wing, State of Minnesota

I hereby certify that this plat of VETERANS was filed in the office of the Register of Titles for public

record on this 22nd day of December, 2025, at 12:19 o'clock P.M., and was duly recorded

Document No. 234199

Shanna Newman

Shanna Newman

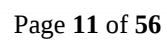
County Recorder

FIBO



20306 Brown Road
 Brainerd, MN 56601 (218) 820-1738 OFFICE

SHEET 1 OF 3 SHEETS



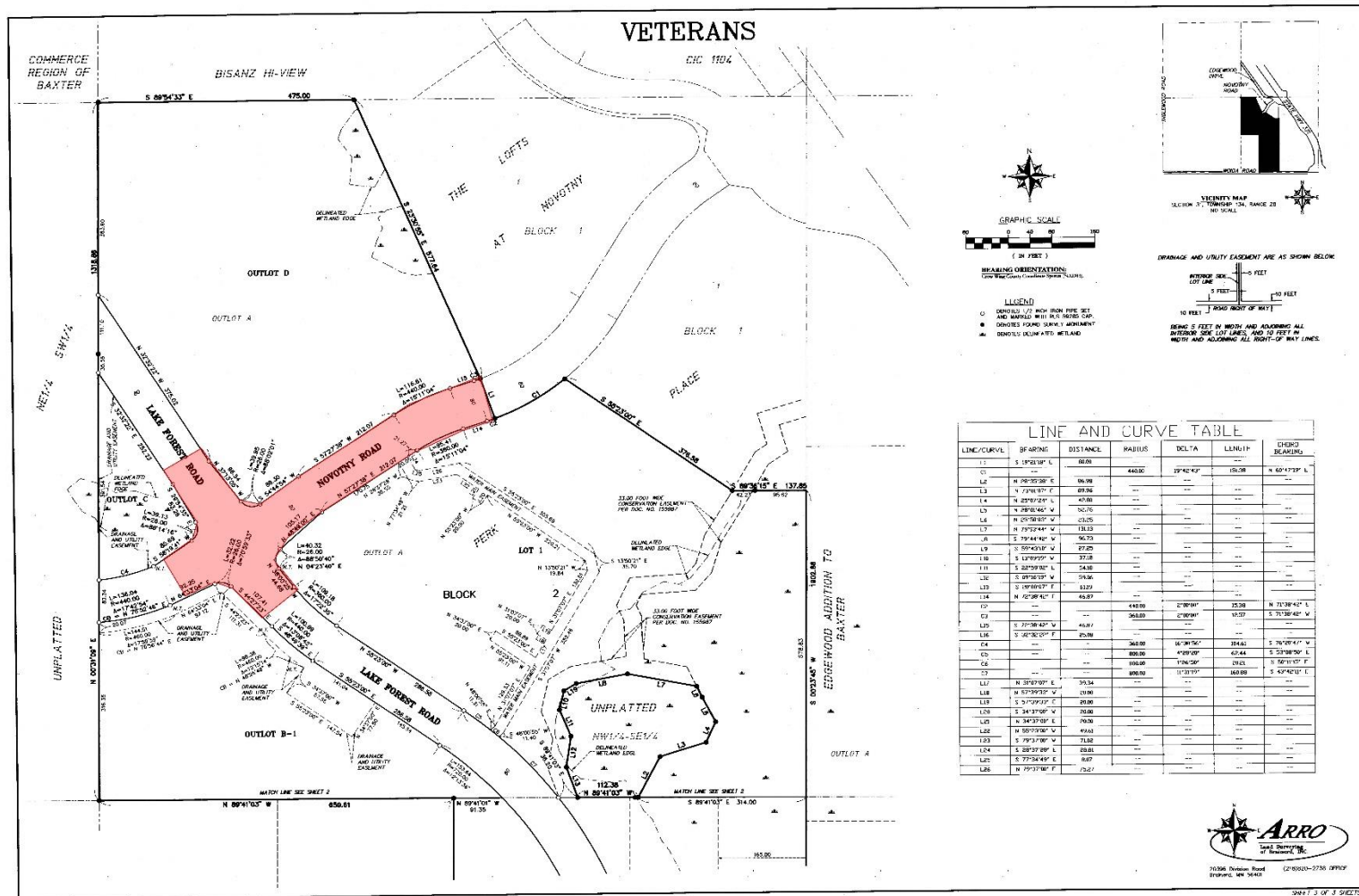
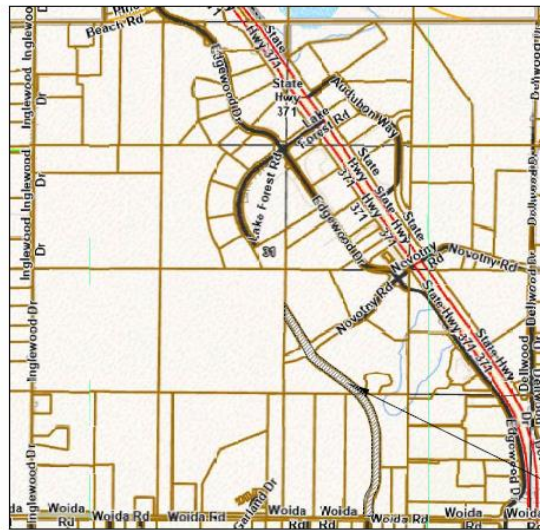


EXHIBIT C
CONSTRUCTION PLANS AND CITY SPECIFICATIONS FOR SANITARY SEWER, WATERMAIN, STORM SEWER, AND
RIGHT-OF-WAY RESTORATION

2026 LAKE FOREST ROAD IMPROVEMENTS PROJECT

CONSTRUCTION PLANS FOR:
SANITARY SEWER, WATERMAIN, STORM SEWER & STREET IMPROVEMENTS
BAXTER, MINNESOTA
STARK ENGINEERING PROJECT #25-136

SCALE: 1" = 1000'



PROJECT AREA
LAKE FOREST ROAD IMPROVEMENTS

SHEET INDEX

SHEET #	SHEET TITLE
C1	TITLE SHEET
C2	TYPICAL SECTION & NOTES
C3-C5	UTILITY & STREET DETAILS
C6-C8	PEDESTRIAN RAMP DETAILS
C9-C11	EROSION & SEDIMENT CONTROL DETAILS
C12	REMOVALS
C13	ROUNDBOUT DETAILS
C14	ALIGNMENTS
C15-C18	LAKE FOREST ROAD - SANITARY & WATERMAIN PLAN & PROFILE
C19-C20	LAKE FOREST ROAD - STREET & STORM SEWER PLAN & PROFILE
C21-C22	GRADING & DRAINAGE PLAN
C23-C24	EROSION & SEDIMENT CONTROL PLAN
C25	SWPPP NARRATIVE
C26	STRIPING & SIGNAGE PLAN
C27-C28	CROSS SECTIONS



STARK
ENGINEERING

2026 LAKE FOREST ROAD IMP.
BAXTER, MINNESOTA
13521 EDGEWOOD DR, LLC

TITLE SHEET

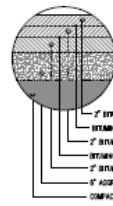
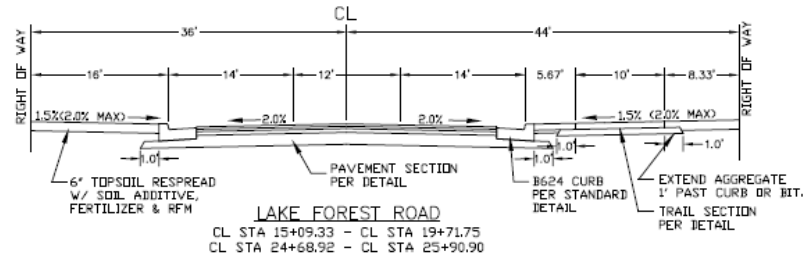
13521 EDGEWOOD DR, LLC
BAXTER, MINNESOTA
13521 EDGEWOOD DR, LLC

13521 EDGEWOOD DR, LLC
BAXTER, MINNESOTA
13521 EDGEWOOD DR, LLC

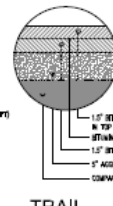
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13521 EDGEWOOD DR, LLC
BAXTER, MINNESOTA
13521 EDGEWOOD DR, LLC

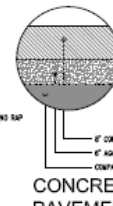
STATEMENT OF ESTIMATED QUANTITIES FOR- Lake Forest Road			
NO.	ITEM	QUANTITY	UNIT
1	MOBILIZATION	1	LUMP SUM
2	CLEARING AND GRUBBING	1	LUMP SUM
3	COMMON EXCAVATION (PLANNED QUANTITY)	5,200	CU. YD.
4	STRUCTURAL FILL (LOOSE VOLUME)	14,850	CU. YD.
5	BORROW MATERIAL (LOOSE VOLUME)	12,050	CU. YD.
6	STRIP, STOCKPILE, AND SPREAD 6" TOPSOIL (PLANNED QUANTITY)	1,550	CU. YD.
7	TOPSOIL BORROW	550	CU. YD.
8	SILT FENCE	5,885	LIN. FT.
9	ROCK CONSTRUCTION ENTRANCE	3	EACH
10	INLET PROTECTION	20	EACH
11	STREET SWEEPER (WITH PICKUP BROOM)	20	HOUR
12	CONSTRUCTION WATER	12	1000 GAL
13	TEMPORARY SEEDING	3.40	ACRE
14	PERMANENT TURF SEED, FERTILIZER, ADDITIVE & RFM	3.85	ACRE
15	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	39	LIN. FT.
16	REMOVE BITUMINOUS PAVEMENT	47	SQ. YD.
17	REMOVE EXISTING CURB & GUTTER	33	LIN. FT.
18	MILL BITUMINOUS PAVEMENT	43	SQ. YD.
19	12" RCP STORM SEWER (CLASS III)	579	LIN. FT.
20	15" RCP STORM SEWER (CLASS III)	66	LIN. FT.
21	12" RCP FES	1	EACH
22	15" RCP FES	1	EACH
23	STORM SEWER CATCH BASIN	4	EACH
24	STORM SEWER CATCH BASIN MANHOLE	4	EACH
25	STORM SEWER OUTLET MANHOLE	1	EACH
26	FLEXMAT (FES & EOF)	25	SQ. YD.
27	CONNECT TO EXISTING SANITARY SEWER	2	EACH
28	8" PVC SEWER (SCH 40)	308	LIN. FT.
29	8" PVC SEWER (SCH 20)	1,395	LIN. FT.
30	8" PVC CLEANOUT (W/ IRRIGATION BOX (DETAIL S-7))	7	EACH
31	SANITARY MANHOLE	57.4	LIN. FT.
32	TRACER WIRE SYSTEM (SANITARY)	1	LUMP SUM
33	CLEAN AND TELEVIEW SANITARY SYSTEM	1	LUMP SUM
34	CONNECT TO EXISTING WATER MAIN	3	EACH
35	8" GATE VALVE	7	EACH
36	8" GATE VALVE	1	EACH
37	12" GATE VALVE	4	EACH
38	HYDRANT AND 8" GATE VALVE	4	EACH
39	8" C900 WATER MAIN	420	LIN. FT.
40	8" C900 WATER MAIN	45	LIN. FT.
41	12" C900 WATER MAIN	2,039	LIN. FT.
42	DUCTILE IRON FITTINGS	2,225	LBS
43	4" INSULATION	7	SQ. YD.
44	TRACER WIRE SYSTEM (WATERMAIN)	1	LUMP SUM
45	AGGREGATE BASE (CV) CLASS 5 (P)	752	CU. YD.
46	TYPE SP 9.5 WEARING COURSE MIXTURE	819	TON
47	TYPE SP 12.5 NON WEARING COURSE MIXTURE	445	TON
48	BITUMINOUS MATERIAL FOR TACK COAT	543	GAL
49	CONCRETE VALLEY GUTTER	145	LIN. FT.
50	CONCRETE B624 CURB AND GUTTER	1,677	LIN. FT.
51	CONCRETE D424 CURB AND GUTTER	427	LIN. FT.
52	8" CONCRETE MEDIAN (W/ 4" AGGREGATE BASE)	138	SQ. YD.
53	8" CONCRETE COMMERCIAL DRIVEWAY	211	SQ. YD.
54	PEDESTRIAN RAMPS (8" CONCRETE WALK SECTION)	289	SQ. FT.
55	TRUNCATED DOME PANELS	64	SQ. FT.
56	STRIPING - 4" SOLID LINE YELLOW PAINT	296	LIN. FT.
57	STRIPING - 4" SOLID LINE YELLOW PAINT	1,182	LIN. FT.
58	STRIPING - 4" DOUBLE SOLID LINE YELLOW PAINT	193	LIN. FT.
59	STRIPING - 12" SOLID LINE YELLOW PAINT	57	LIN. FT.
60	STRIPING - LEFT TURN ARROW	10	EACH
61	STREET SIGN TYPE 'C' (INCLUDES POST)	59	SQ. FT.
62	TRAFFIC CONTROL	1	LUMP SUM
63	TEMPORARY BARRICADES	9	EACH



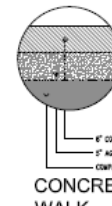
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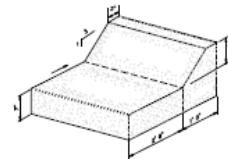
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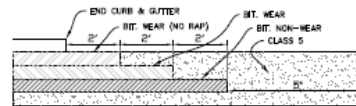
CONCRETE PAVEMENT SECTION
NO SCALE



CONCRETE WALK SECTION
NO SCALE



- FOR ROUNDABOUT MEDIANS
D424 MODIFIED CURB
NO SCALE



STAGGERED BITUMINOUS JOINTS
NO SCALE

MNDOT STANDARD PLATES	
STANDARD PLATE	DESCRIPTION
3000M	REINFORCED CONCRETE PITE
3000F	GABRIEL JOINT FOR REINFORCED CONCRETE PITE
3007F	TRISPR REINFORCEMENT FOR PRECAST DRAINAGE STRUCTURES
3022C	PRECAST CONCRETE SAFETY APRON
3100C	CONCRETE APRON FOR REINFORCED CONCRETE PITE
3145C	CONCRETE PITE OR PRECAST BOX CULVERT TIE
4000L	GREEN SIGNAL DESIGN G & H
4007C	PRECAST MECHANICAL JOINT SERIES MANHOLE
4010L	CONCRETE ADJUSTING RINGS
4011E	PRECAST CONCRETE BASE
4020J	MANHOLE OR GATE BASH COVER
4100F	ADJUSTING RINGS FOR GATE BASHES AND MANHOLES
4101B	RING CASTING FOR MANHOLE OR GATE BASH (750-75)
4105J	MANHOLE OR GATE BASH STEP
7100H	CONCRETE CURB & GUTTER (B624)
7111L	INSTALLATION OF GATE BASH CASTINGS
7113A	CONCRETE APPROACH ROSE DETAIL

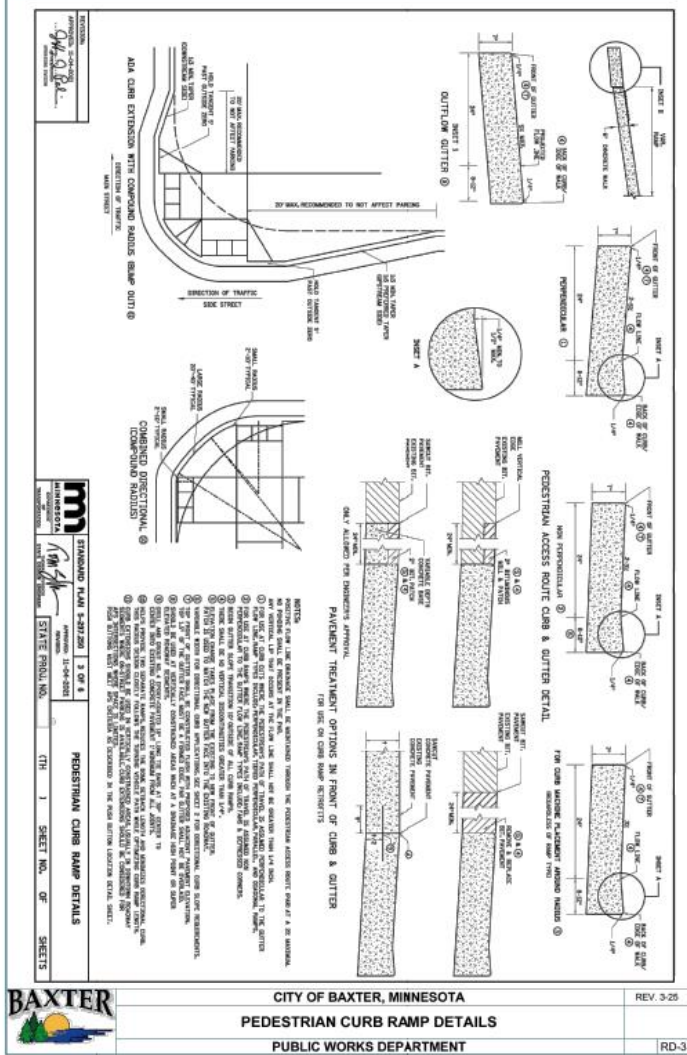
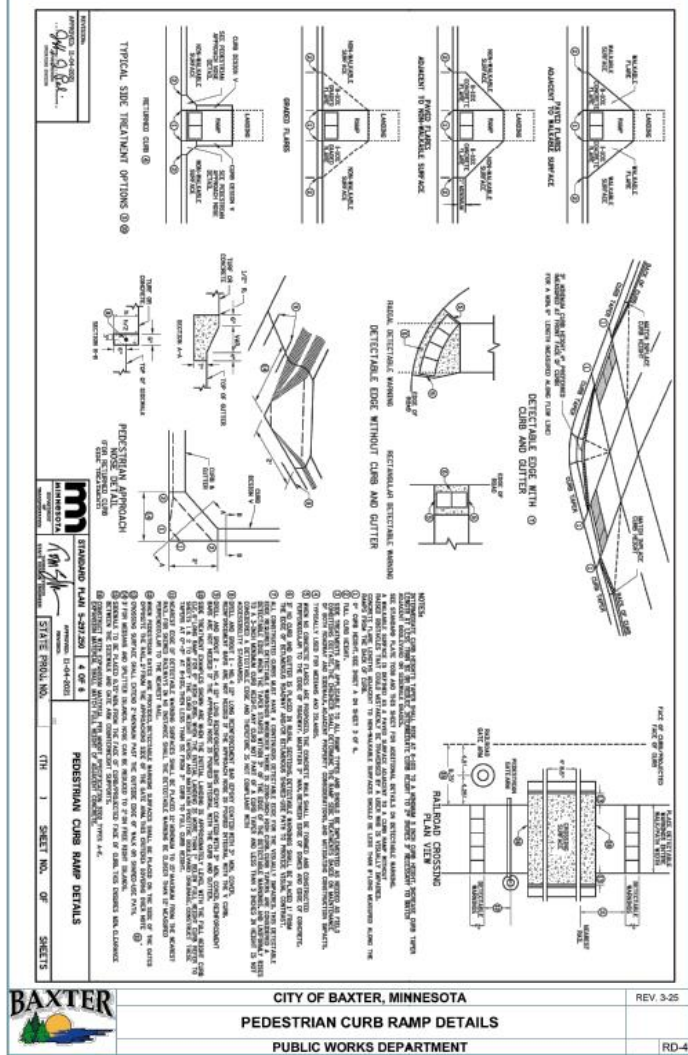
2026 LAKE FOREST ROAD IMP.
FOR BAXTER, MINNESOTA
13521 EDGEWOOD DR. LLC

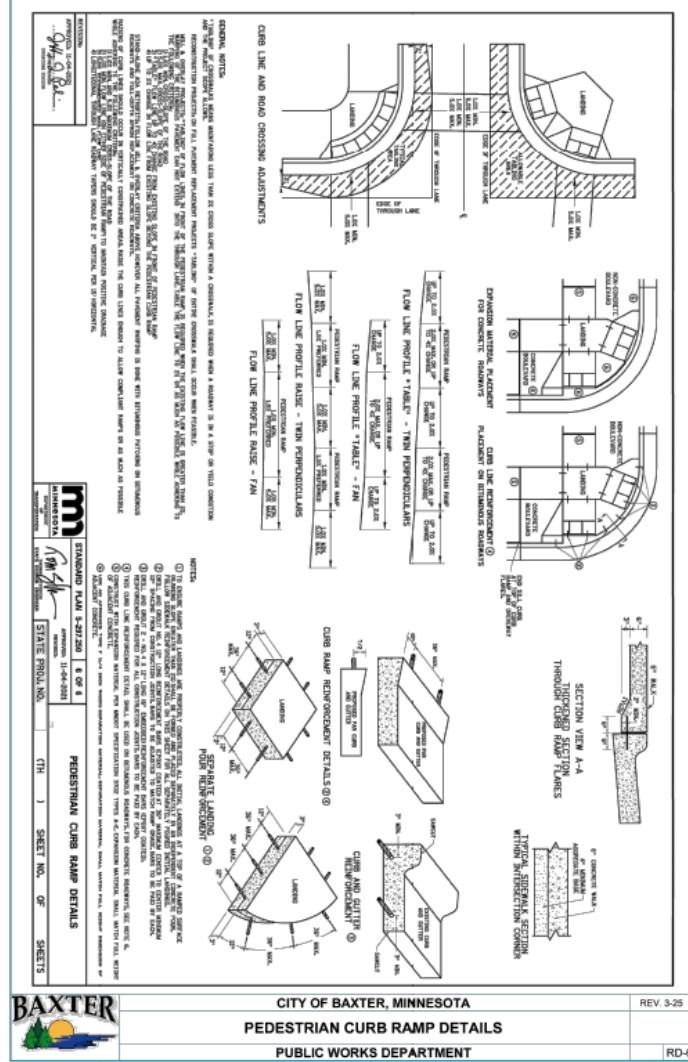
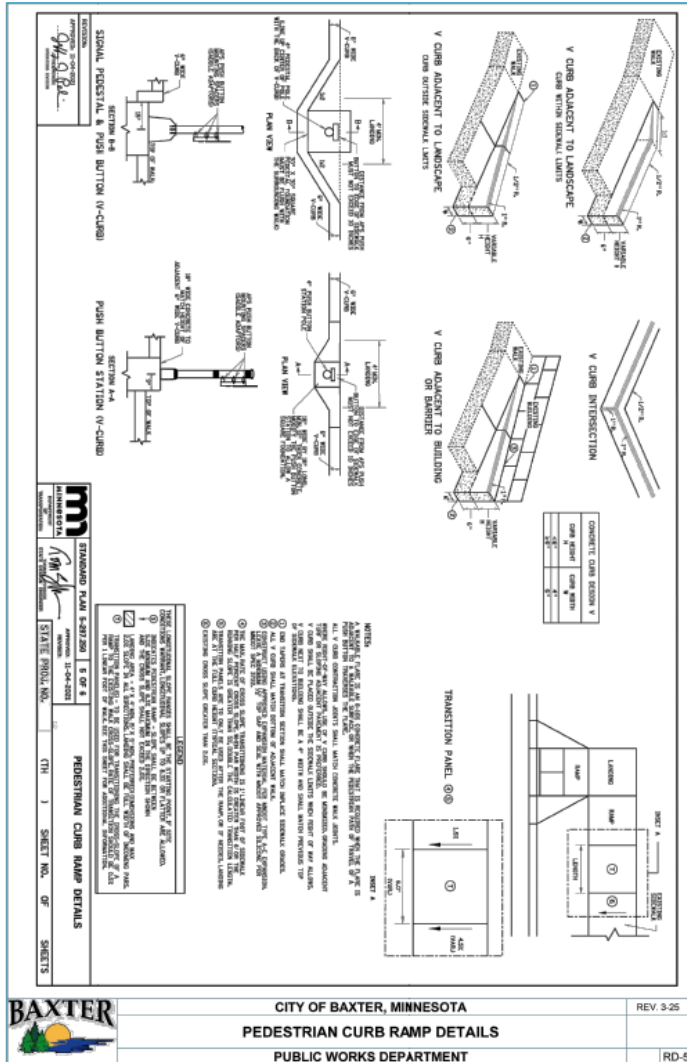
STARK ENGINEERING
www.starkeng.com
312-200-2011
Sgt. Mike Wrensch

DATE: 7/27/2023
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

TYPICAL SECTION & NOTES

0-2
OF 20 SHEETS





REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2017	ISSUED FOR BIDDING

[Signature]

DITCH CHECK

PUBLIC WORKS DEPARTMENT

REV. 3-25

EC-3

PROJECT INFORMATION

PROJECT NO. **2-28-2017**

PROJECT NAME **STANDARD PLAN 5-297.405**

DATE **3 OF 8**

SEDIMENT CONTROL LOG TYPE WOOD PILES OR TYPE COMPOST ③

FOR USE ON SOFTEN SHOULDER AREAS

SEDIMENT CONTROL LOG TYPE BLANKET SYSTEM ④

FILTER BEDS TYPE 3 BLOCK RECEPTION OF FILTER TYPE 5 BLOCK ⑤⑥

FOR USE ON SOFTEN SHOULDER AREAS

DITCH CHECK SYSTEMS

SEDIMENT CONTROL LOG TYPE BLANKET SYSTEM ④

FILTER BEDS TYPE 3 BLOCK RECEPTION OF FILTER TYPE 5 BLOCK ⑤⑥

FOR USE ON SOFTEN SHOULDER AREAS

SEDIMENT CONTROL LOG TYPE BLANKET SYSTEM ④

FILTER BEDS TYPE 3 BLOCK RECEPTION OF FILTER TYPE 5 BLOCK ⑤⑥

FOR USE ON SOFTEN SHOULDER AREAS

NOTES:

1. SEE PLAN 5-297.405 FOR DETAILS.
2. SEE PLAN 5-297.405 FOR DETAILS.
3. SEE PLAN 5-297.405 FOR DETAILS.
4. SEE PLAN 5-297.405 FOR DETAILS.
5. SEE PLAN 5-297.405 FOR DETAILS.
6. SEE PLAN 5-297.405 FOR DETAILS.

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2017	ISSUED FOR BIDDING

[Signature]

DITCH CHECK

PUBLIC WORKS DEPARTMENT

REV. 3-25

EC-3

PROJECT INFORMATION

PROJECT NO. **2-28-2017**

PROJECT NAME **STANDARD PLAN 5-297.405**

DATE **3 OF 8**

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REVISIONS

NO.	DATE	DESCRIPTION
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[Signature]

DITCH CHECK

PUBLIC WORKS DEPARTMENT

REV. 3-25

EC-3

PROJECT INFORMATION

PROJECT NO. **2-28-2017**

PROJECT NAME **STANDARD PLAN 5-297.405**

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FOR USE ON SOFTEN SHOULDER AREAS

SEDIMENT CONTROL LOG TYPE BLANKET SYSTEM ④

FILTER BEDS TYPE 3 BLOCK RECEPTION OF FILTER TYPE 5 BLOCK ⑤⑥

FOR USE ON SOFTEN SHOULDER AREAS

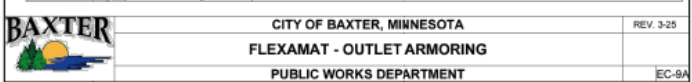
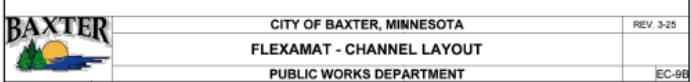
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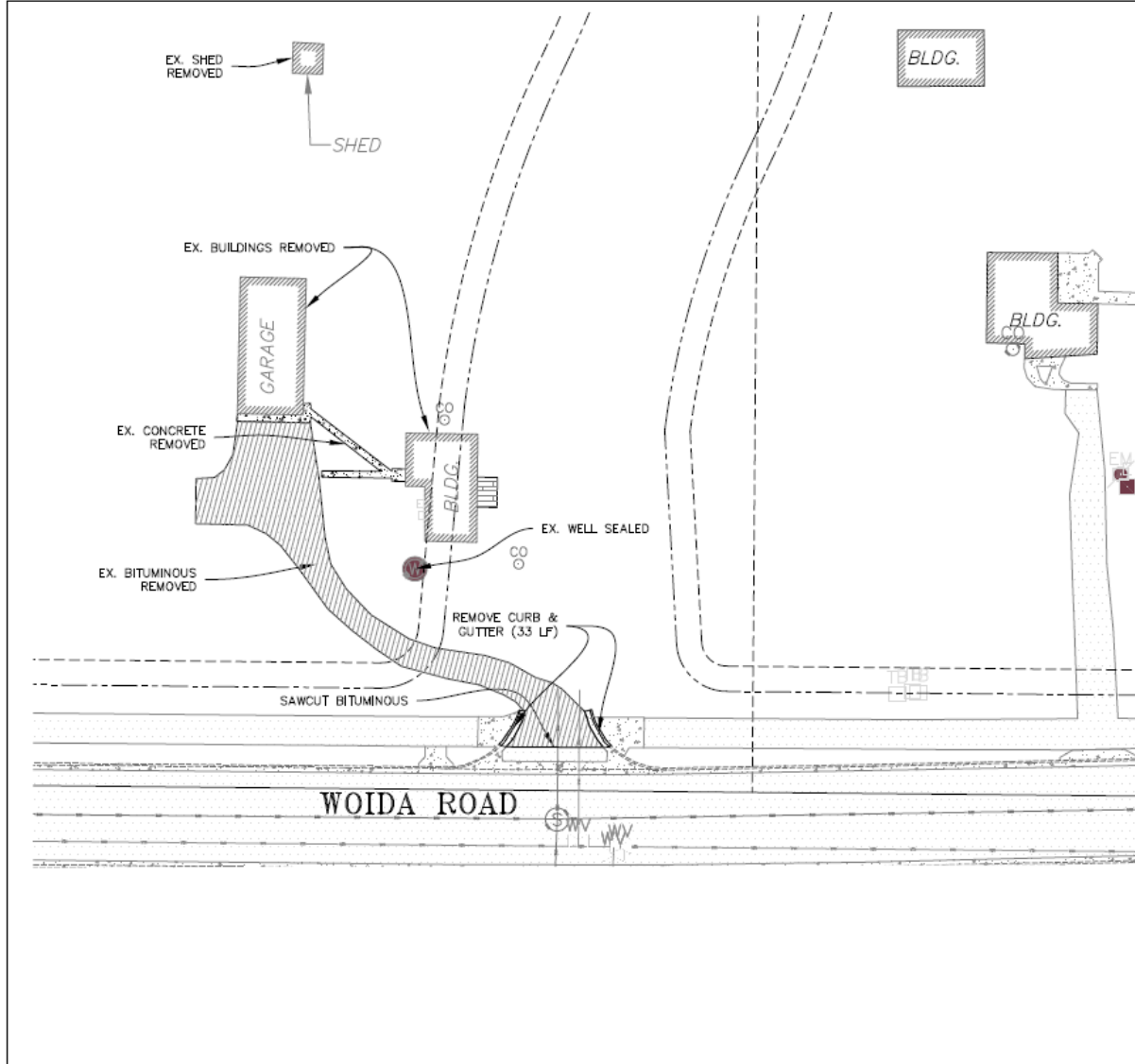
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5. SEE PLAN 5-297.405 FOR DETAILS.
6. SEE PLAN 5-297.405 FOR DETAILS.

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2017	ISSUED FOR BIDDING

[Signature]





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4. CONTRACTOR SHALL PROTECT ALL EXISTING SANITARY SEWER, WATERMAINS AND SERVICES NOT MARKED FOR REMOVAL.
5. ALL EXISTING STREETS SHALL BE SAWCUT AT MATCH POINTS.
6. STRIP EXISTING TOPSOIL WITHIN RIGHT-OF-WAY AND STOCKPILE ON-SITE.

2026 LAKE FOREST ROAD IMP.
BAXTER, MINNESOTA
for: 15521 EDGEWOOD DR., LLC

REMOVALS

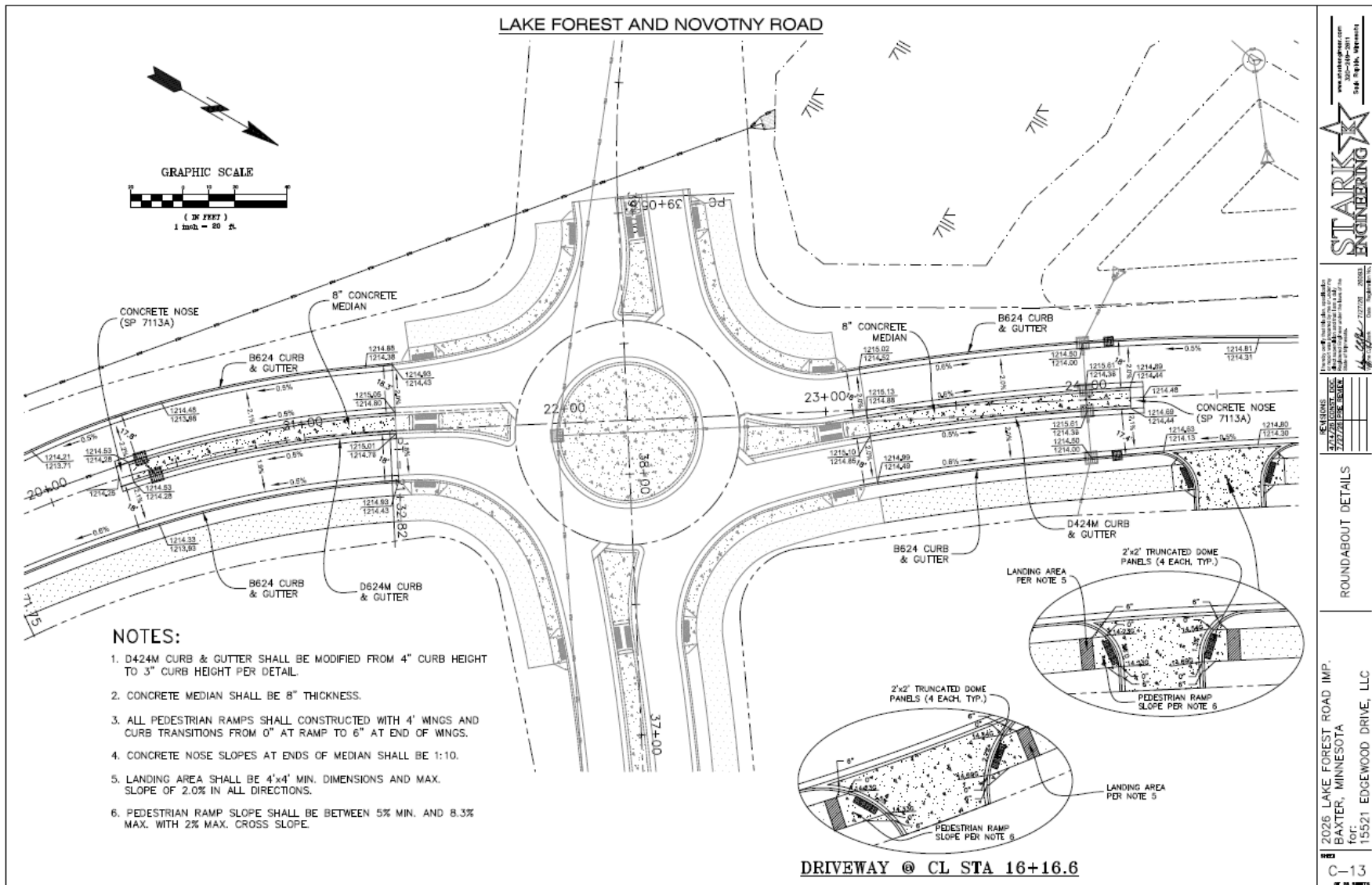
15521 EDGEWOOD DR., LLC

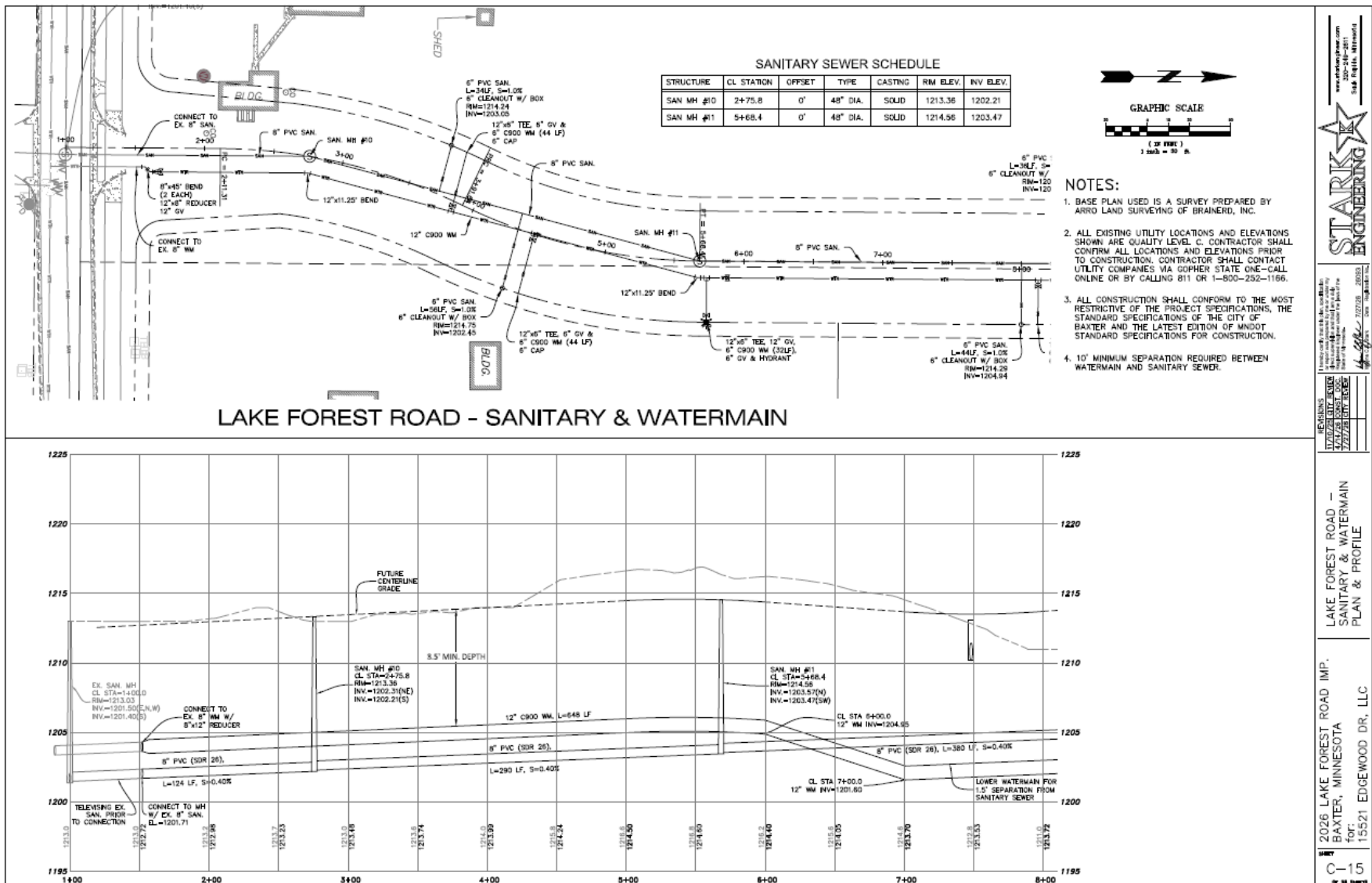
STARKS ENGINEERING

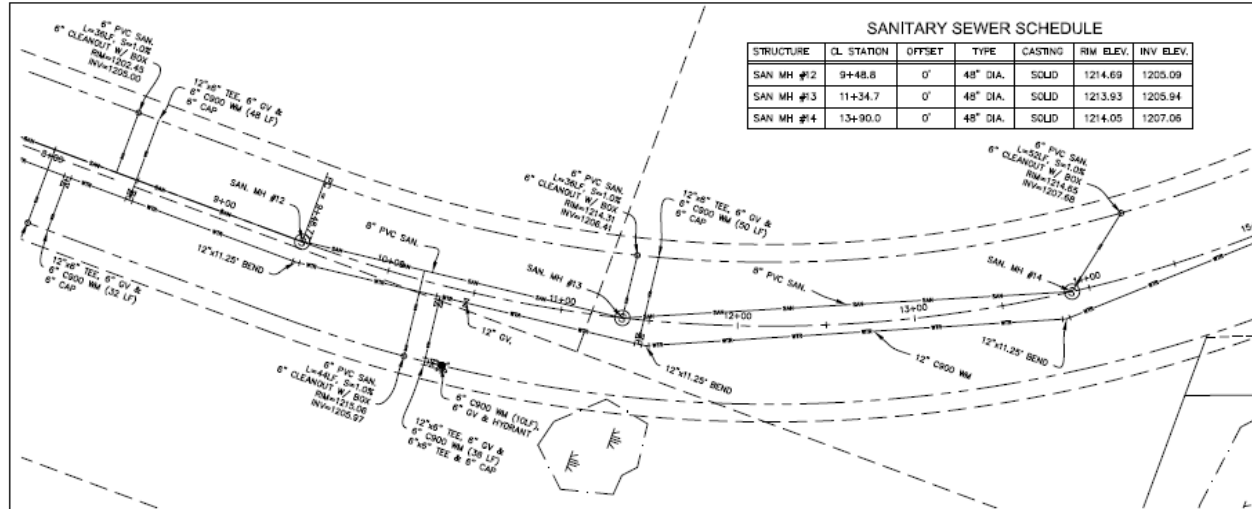
www.starkseng.com
320-252-2811
5400 14th Ave NW, Brainerd, MN 56601

REVISIONS

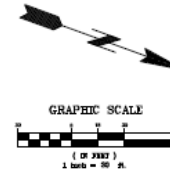
NO.	DATE	DESCRIPTION
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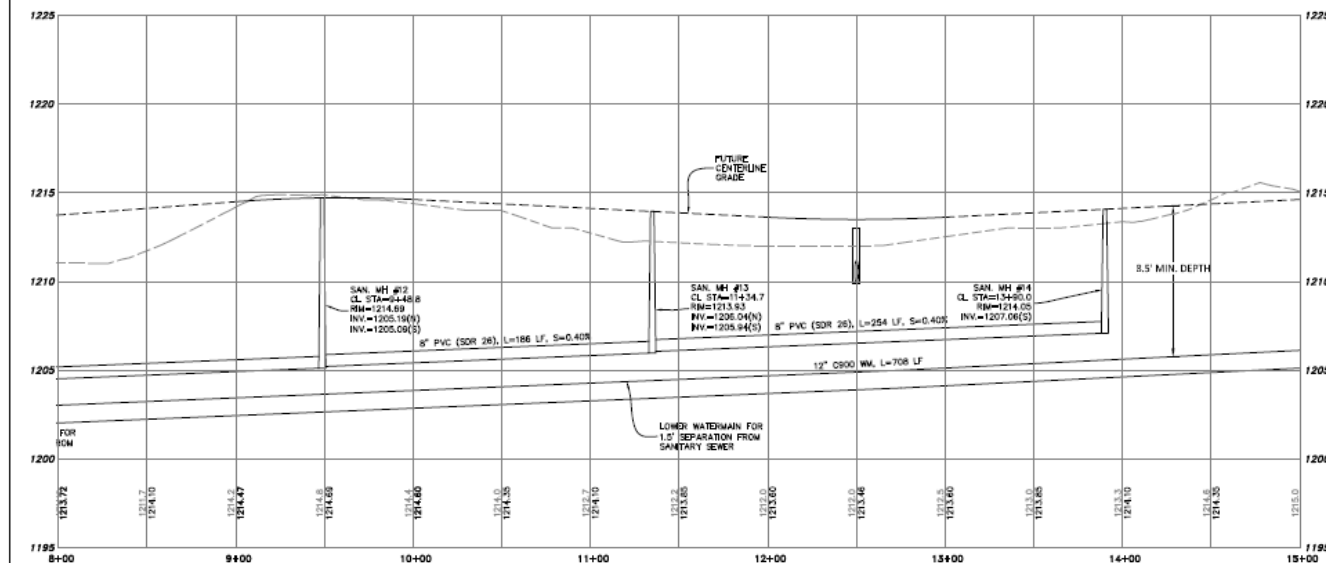
STRUCTURE	CL STATION	OFFSET	TYPE	CASTING	RIM ELEV.	INV. ELEV.
SAN MH #2	9+48.8	0'	48" DIA.	SOLID	1214.69	1205.09
SAN MH #3	11+34.7	0'	48" DIA.	SOLID	1213.93	1205.94
SAN MH #4	13+90.0	0'	48" DIA.	SOLID	1214.05	1207.06



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4. 10' MINIMUM SEPARATION REQUIRED BETWEEN WATERMAIN AND SANITARY SEWER.

LAKE FOREST ROAD - SANITARY & WATERMAIN

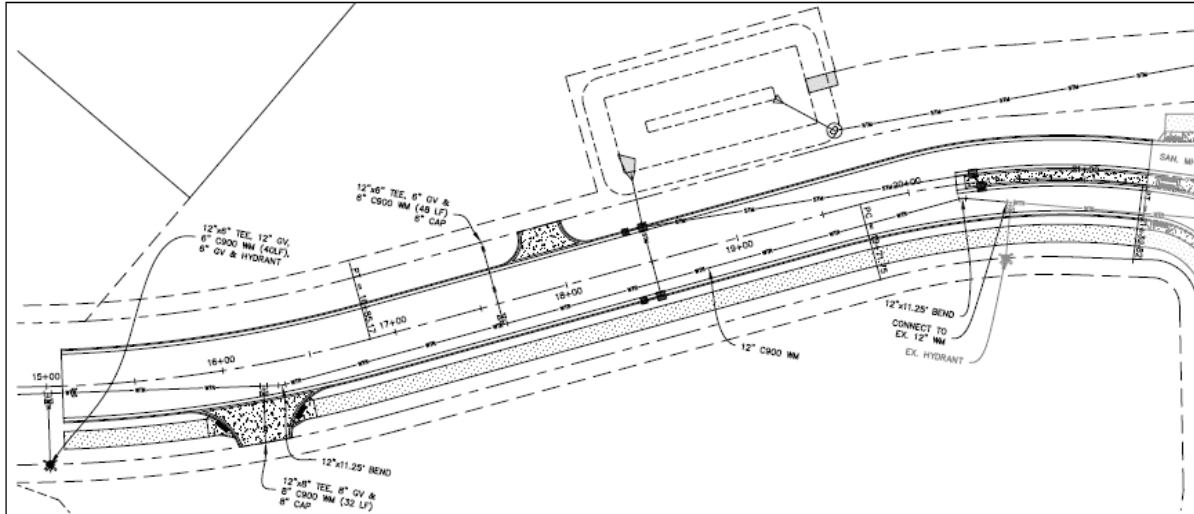




STARK ENGINEERING

2026 LAKE FOREST ROAD IMP.
BAXTER, MINNESOTA
for: 15521 EDGEWOOD DR., LLC

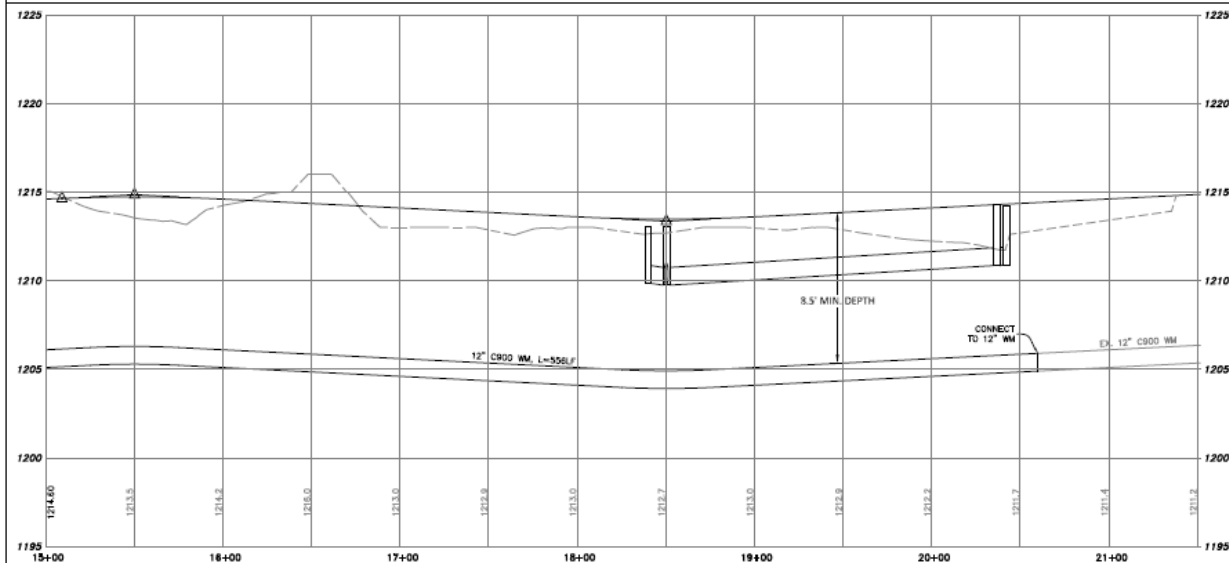
16
OF 16 SHEETS



LAKE FOREST ROAD - SANITARY & WATERMAIN

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4. 10' MINIMUM SEPARATION, REQUIRED BETWEEN WATERMAIN AND SANITARY SEWER.



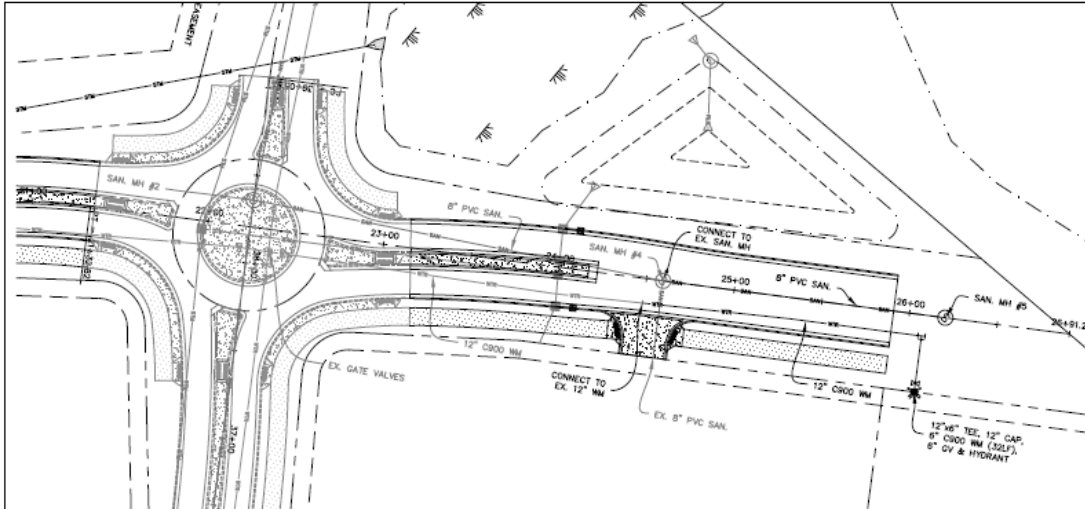
www.starkeng.com
352-242-2811
352-242-2811
352-242-2811

PROJECT NO. 2026 LFRD IMP.
 DATE 11/25/2023
 DRAWN BY J. BAXTER
 CHECKED BY J. BAXTER
 IN CHARGE J. BAXTER

2026 LFRD IMP.
 SANITARY & WATERMAIN
 PLAN & PROFILE

2026 LAKE FOREST ROAD IMP.
 BAXTER, MINNESOTA
 for: 15521 EDGEWOOD DR., LLC

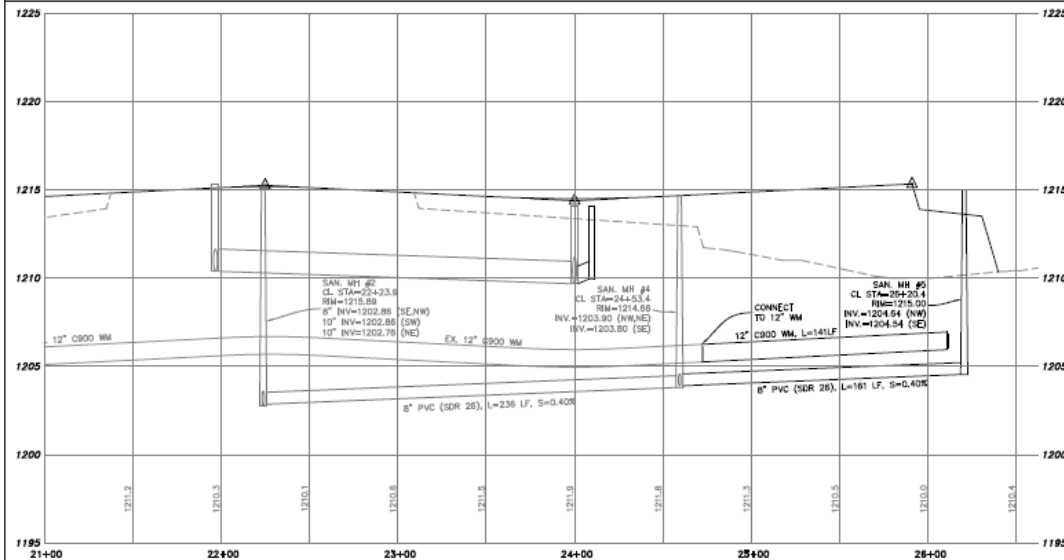
SHEET
 C-17
 OF 18 SHEETS



LAKE FOREST ROAD - SANITARY & WATERMAIN

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4. 10' MINIMUM SEPARATION REQUIRED BETWEEN WATERMAIN AND SANITARY SEWER.



SANITARY SEWER SCHEDULE

STRUCTURE	CL STATION	OFFSET	TYPE	CASTING	RM ELEV.	INV ELEV.
SAN. MH #5	26+20.4	0'	48" DIA.	SOLID	1215.00	1204.54

STARKS ENGINEERING

www.starks-eng.com
320-246-2811
320-246-2811
320-246-2811

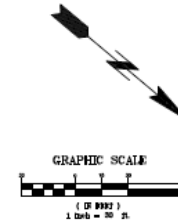
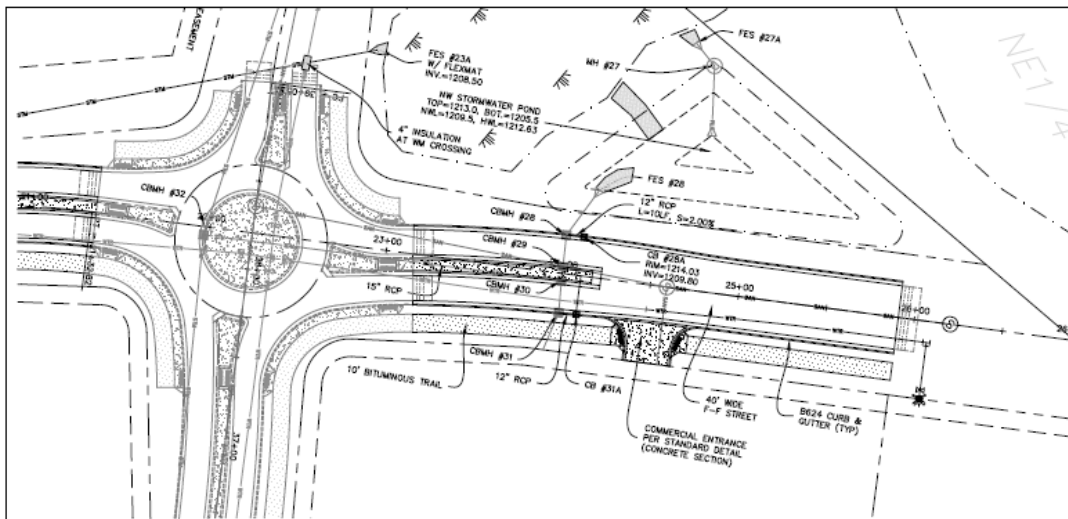
REVISIONS

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LAKE FOREST ROAD -
SANITARY & WATERMAIN
PLAN & PROFILE

2026 LAKE FOREST ROAD IMP.
BAXTER, MINNESOTA
for:
15521 EDGEWOOD DR., LLC

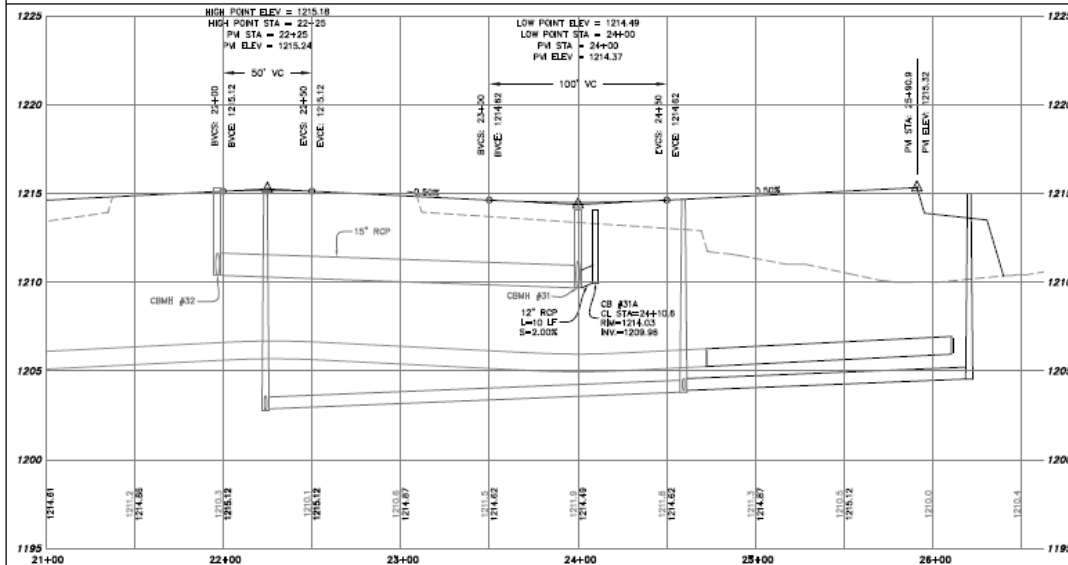
NO. 0-18
OF 38 SHEETS



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LAKE FOREST ROAD - STREET & STORM SEWER



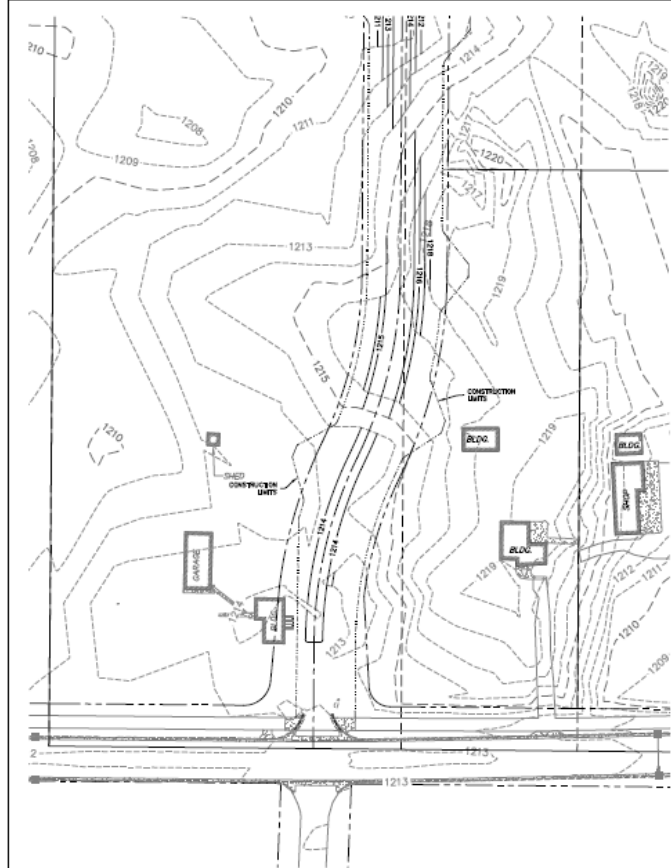
STORM SEWER SCHEDULE

STRUCTURE	CL STATION	OFFSET	TYPE	CASTING	RM ELEV.	INV. ELEV.
CB #28A	24+10.0	20' LT	DESIGN H	R-3250-DVSP	1214.03	1209.80
CB #31A	24+10.0	20' RT	DESIGN H	R-3250-DVSP	1214.03	1209.96


 www.starkeng.com
 320-328-3811
 504 - Maple, Minnesota

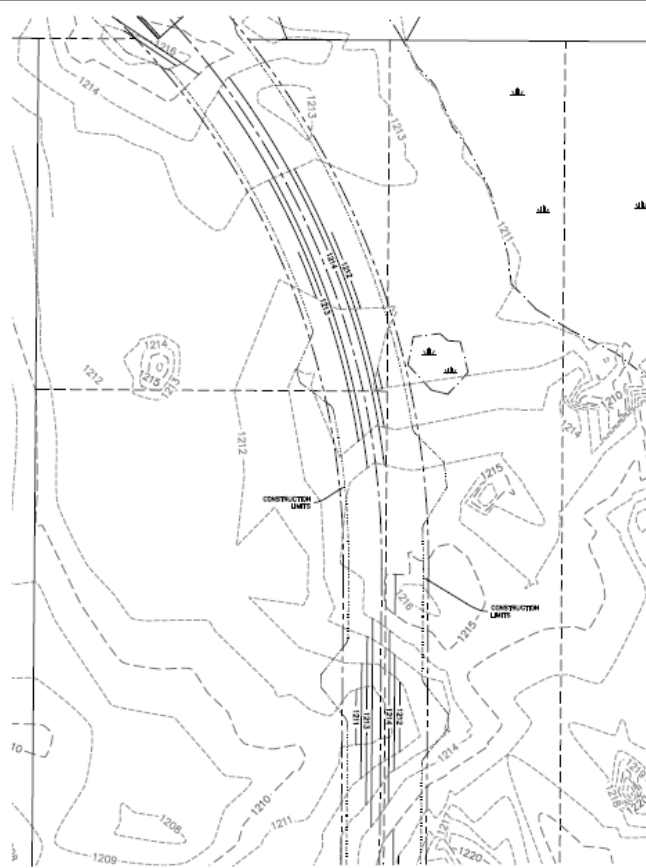
2026 LAKE FOREST ROAD IMP.
 BAXTER, MINNESOTA
 for: 15521 EDGEWOOD DR, LLC

SHEET
 C-20
 OF 18 SHEETS



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4. SEE SHEET C-25 FOR THE SEQUENCE AND PROTOCOLS TO BE FOLLOWED FOR EROSION AND SEDIMENT CONTROL DURING THE SITE DEVELOPMENT PROCESS.



GRADING NOTES:

1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS INCLUDING LOCATIONS, AND RIM AND INVERT ELEVATIONS, OF EXISTING DRAINAGE AND SANITARY STRUCTURES. LOCATION AND SIZE OF EXISTING SANITARY, WATER, AND STORM SEWER STUBS, AND EXISTING GRADES SHALL ALSO BE VERIFIED.
2. EXISTING TOPOGRAPHICAL INFORMATION WAS OBTAINED FROM A TOPOGRAPHICAL SURVEY FROM ARRO LAND SURVEYING OF BRAINERD, INC.
3. SITE BENCHMARK IS OSD STA. # A346 (NAVD 29 DATUM).
4. NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED BETWEEN THE EXISTING CONDITIONS AND THE CONDITIONS NOTED ON THE PLANS, WHICH ARE SIGNIFICANT ENOUGH TO ALTER THE INTENT OF THE DRAWINGS.
5. NOTIFY ALL UTILITY COMPANIES WITH UTILITIES IN THE PROJECT AREA BEFORE THE START OF CONSTRUCTION AND VERIFY LOCATIONS OF UTILITIES BEFORE BEGINNING WORK.
6. CONTRACTOR SHALL PERFORM CALCULATIONS TO VERIFY EARTHWORK QUANTITIES. CONTRACTOR'S BID/QUOTE SHALL BE BASED ON HIS/HER OWN EARTHWORK CALCULATIONS.
7. ALL PROPOSED ELEVATIONS ARE TOP OF PAVING, UNLESS NOTED OTHERWISE. PROPOSED ELEVATIONS ARE INTENDED TO PROVIDE POSITIVE DRAINAGE TOWARDS CULVERTS AND/OR OUTLETS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE REQUIRED ELEVATIONS, WHICH WILL PROMOTE POSITIVE DRAINAGE THROUGHOUT THE PROJECT SITE.
8. TOPSOIL SHALL BE RESPREAD IN THE SEEDING AREAS ONLY AT A MINIMUM DEPTH OF 6 INCHES.
9. ANY BITUMINOUS PAVEMENT OR CONCRETE REMOVED OR DEBRIS ENCOUNTERED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND DISPOSED OF OFF THE R.O.W. AND EASEMENTS OF THE OWNER PER MNDOT SPECIFICATION 2104.3C3 OR RECYCLED PER MNDOT SPECIFICATIONS.



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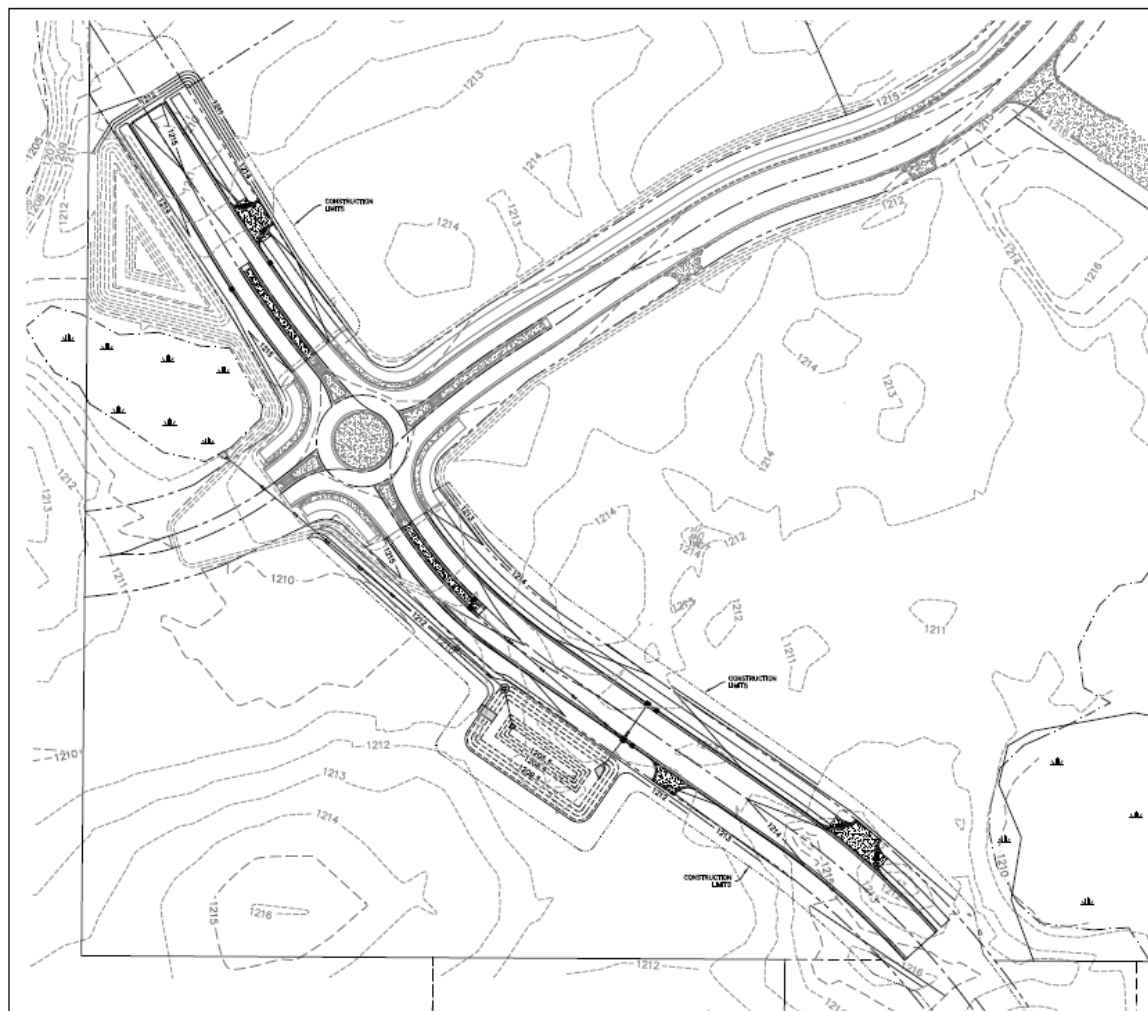
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NO.	DATE	DESCRIPTION
1	11/17/20	ISSUED FOR PERMIT
2	11/17/20	ISSUED FOR PERMIT
3	11/17/20	ISSUED FOR PERMIT

GRADING & DRAINAGE
PLAN

2026 LAKE FOREST ROAD IMP.
BAXTER, MINNESOTA
for:
15521 EDGEWOOD DR., LLC

0-21
11/17/20



NOTES:

1. BASE PLAN USED IS A SURVEY PREPARED BY ARRO LAND SURVEYING OF BRAINERD, INC.
2. ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL CONFIRM ALL LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT UTILITY COMPANIES VIA GOPHER STATE ONE-CALL ONLINE OR BY CALLING 811 OR 1-800-252-1166.
3. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RESTRICTIVE OF THE PROJECT SPECIFICATIONS, THE STANDARD SPECIFICATIONS OF THE CITY OF BAXTER AND THE LATEST EDITION OF MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
4. SEE SHEET C-25 FOR THE SEQUENCE AND PROTOCOLS TO BE FOLLOWED FOR EROSION AND SEDIMENT CONTROL DURING THE SITE DEVELOPMENT PROCESS.

GRADING NOTES:

1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS INCLUDING LOCATIONS, AND RIM AND INVERT ELEVATIONS, OF EXISTING DRAINAGE AND SANITARY STRUCTURES. LOCATION AND SIZE OF EXISTING SANITARY, WATER, AND STORM SEWER STUBS, AND EXISTING GRADES SHALL ALSO BE VERIFIED.
2. EXISTING TOPOGRAPHICAL INFORMATION WAS OBTAINED FROM A TOPOGRAPHICAL SURVEY FROM ARRO LAND SURVEYING OF BRAINERD, INC.
3. SITE BENCHMARK IS GSD STA. # A346 (NAVD 29 DATUM).
4. NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED BETWEEN THE EXISTING CONDITIONS AND THE CONDITIONS NOTED ON THE PLANS, WHICH ARE SIGNIFICANT ENOUGH TO ALTER THE INTENT OF THE DRAWINGS.
5. NOTIFY ALL UTILITY COMPANIES WITH UTILITIES IN THE PROJECT AREA BEFORE THE START OF CONSTRUCTION AND VERIFY LOCATIONS OF UTILITIES BEFORE BEGINNING WORK.
6. CONTRACTOR SHALL PERFORM CALCULATIONS TO VERIFY EARTHWORK QUANTITIES. CONTRACTOR'S BID/QUOTE SHALL BE BASED ON HIS/HER OWN EARTHWORK CALCULATIONS.
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8. TOPSOIL SHALL BE RESPREAD IN THE SEEDING AREAS ONLY AT A MINIMUM DEPTH OF 6 INCHES.
9. ANY BITUMINOUS PAVEMENT OR CONCRETE REMOVED OR DEBRIS ENCOUNTERED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND DISPOSED OF OFF THE R.O.W. AND EASEMENTS OF THE OWNER PER MNDOT SPECIFICATION 2104.3C3 OR RECYCLED PER MNDOT SPECIFICATIONS.

SURFACING NOTES:

1. SUBGRADES SHALL BE SCARIFIED AND/OR COMPACTED AS NECESSARY TO ATTAIN THE REQUIRED COMPACTION DESCRIBED IN THE PROJECT SPECIFICATIONS. COMPACTION TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING FIRM.
2. GRAVEL BASE COURSES SHALL BE ROLLED AND COMPACTED. TEST ROLLING OF THE GRAVEL BASE SHALL BE OBSERVED BY A SOILS ENGINEER TO VERIFY STABILITY.
3. CONSTRUCTION OF PAVEMENT SECTION SHALL MEET CITY AND MNDOT SPECIFICATIONS.



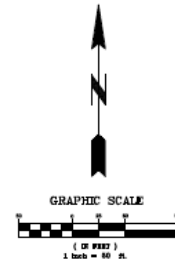
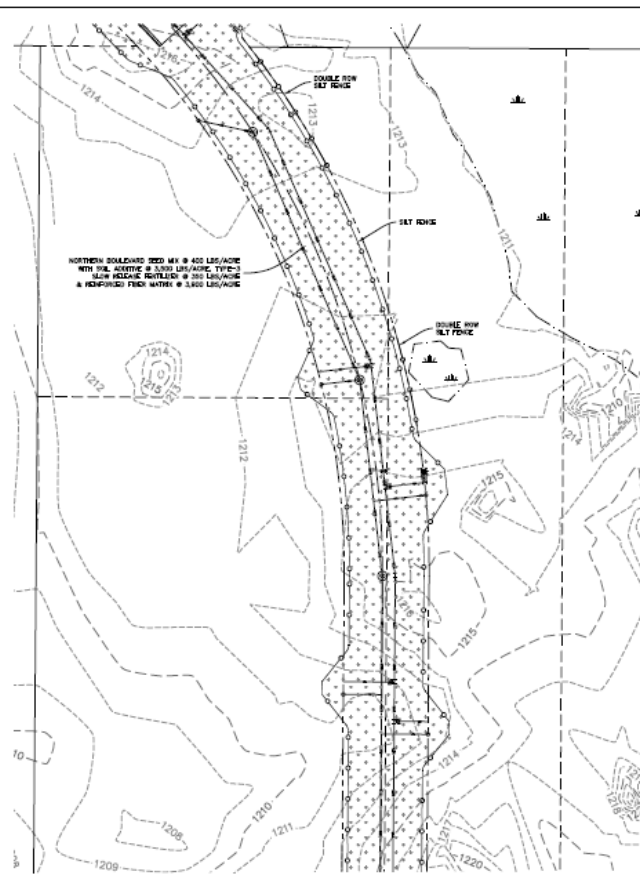
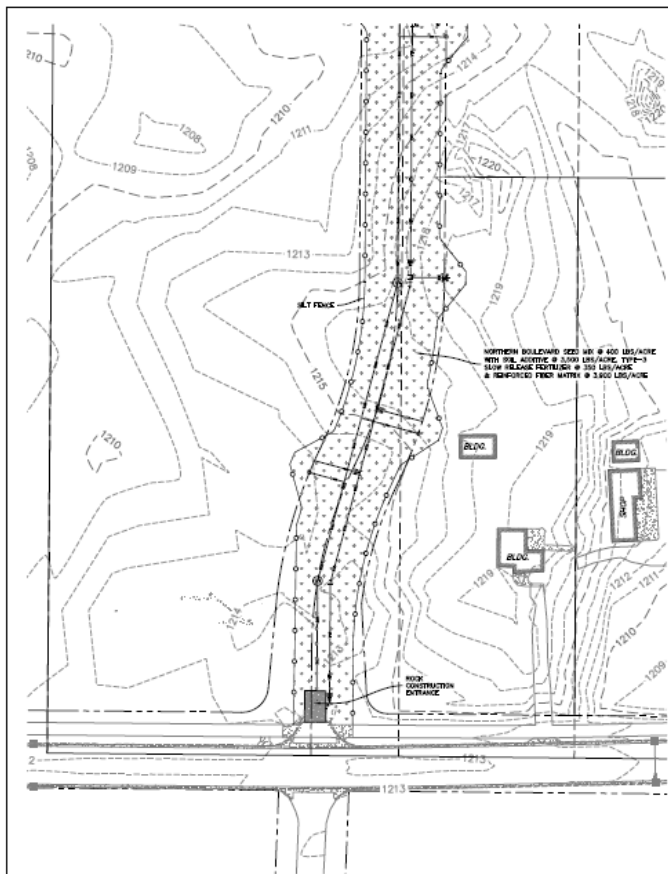
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REVISION	DATE	BY	CHK
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GRADING & DRAINAGE
PLAN

2026 LAKE FOREST ROAD IMP.
BAXTER, MINNESOTA
for: 15521 EDGEWOOD DR., LLC

SHEET
C-22



NOTES:

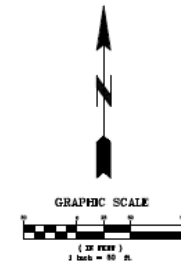
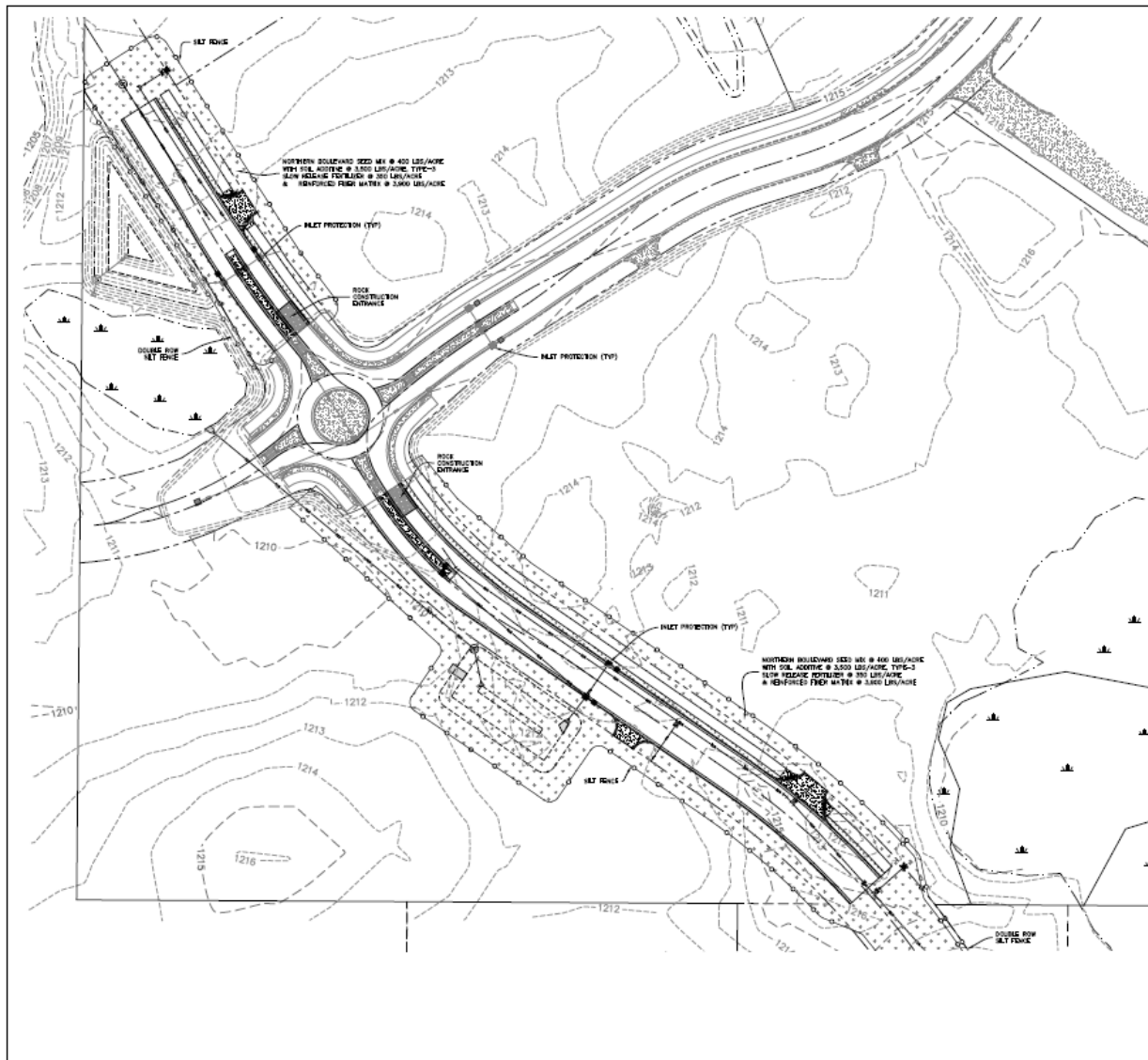
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4. SEE SHEET C-25 FOR THE SEQUENCE AND PROTOCOLS TO BE FOLLOWED FOR EROSION AND SEDIMENT CONTROL DURING THE SITE DEVELOPMENT PROCESS.

 STARK ENGINEERING	2026 LAKE FOREST ROAD IMP. BAXTER, MINNESOTA for: 15521 EDGEWOOD DR, LLC
	EROSION & SEDIMENT CONTROL PLAN

PREPARED BY: STARK ENGINEERING, LLC
 DATE: 7/27/24
 DRAWN BY: J. STARK
 CHECKED BY: J. STARK
 APPROVED BY: J. STARK

SHEET
 C-23
 OF 23 SHEETS

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2026 LAKE FOREST ROAD IMP.
BAXTER, MINNESOTA
for: 15521 EDGEWOOD DR., LLC

STARKS ENGINEERING

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SAB - 10/16 - 10/20/23

REVISIONS	DATE	BY	CHK	APP	
1	10/16/23	JES	JES	JES	
2	10/20/23	JES	JES	JES	

15521

C-24

10/20/23

PROJECT INFORMATION:

1. PROJECT NAME: 2026 LAKE FOREST ROAD IMPROVEMENTS
PROJECT LOCATION: 7160 WOODA ROAD, BAXTER, MINNESOTA
NW 1/4 & SW 1/4 OF SEC. 31, TOWNSHIP 134, RANGE 28
N=46.372440; E=-94.251211
PROJECT SIZE: TOTAL=5.50 ACRES, DISTURBED=4.98 ACRES
(DOES NOT INCLUDE ADJACENT DEVELOPMENTS).
IMPERVIOUS SURFACE AREA: EXISTING=0.00 ACRES, PROPOSED=0.92 ACRES.

2. PERMANENT STORMWATER MANAGEMENT:
STORMWATER POND(S): YES - DESIGNED TO MEET CITY STORMWATER REQUIREMENTS.
CITY SHALL BE RESPONSIBLE FOR LONG TERM MAINTENANCE. MAINTENANCE PLAN IS
ON FILE WITH THE CITY'S MS 4 PERMIT DOCUMENTS.

3. RECEIVING WATERS:
ON-SITE STORMWATER POND(S): SPECIAL WATER-NO, IMPAIRED WATER-NO
WETLAND COMPLEX: SPECIAL WATER-NO, IMPAIRED WATER-NO

4. STORMWATER MANAGEMENT DESCRIPTION: STORMWATER TREATMENT AND RATE
CONTROL FROM THIS SITE ARE MANAGED WITHIN THE STORMWATER POND TO THE
WEST OF THE SITE. STORMWATER REPORT AND CALCULATIONS AVAILABLE FROM
STARK ENGINEERING UPON REQUEST.

5. PERMITS FROM DNR, ARMY CORP OR LGU:
WETLAND ALTERATION PERMIT WILL BE OBTAINED PRIOR TO CONSTRUCTION DUE TO
MINOR IMPACTS TO THE EXISTING WETLAND ON THIS SITE.
EAW, ENDANGERED OR THREATENED SPECIES OR ARCHEOLOGICAL REVIEW - NONE
IS THIS SITE LOCATED IN KARST OR DRINKING WATER SUPPLY MANAGEMENT AREA -
NO.

KNOWLEDGEABLE PERSON/CHAIN OF RESPONSIBILITY DESCRIPTION:

OWNER:
DERICK TAYLOR, EDGEWOOD DRIVE, LLC
SWPPP DESIGNER:
WAYNE C.B. STARK, P.E. CERTIFIED SWPPP DESIGNER
SWPPP COORDINATOR:
NAME _____
TITLE _____

CONSTRUCTION NOTES:

1. THE OWNER AND CONTRACTOR SHALL COMPLETE AND SUBMIT AN NPDES PERMIT TO
THE MN POLLUTION CONTROL AGENCY (MPCA) PRIOR TO CONSTRUCTION AND COMPLY
WITH ALL REQUIREMENTS. REFER TO SHEET C-23 & C-24 FOR LOCATION OF EROSION
AND SEDIMENT CONTROL ITEMS.

2. THE FOLLOWING SEQUENCE AND PROTOCOLS SHALL BE FOLLOWED FOR EROSION AND
SEDIMENT CONTROL DURING THE SITE DEVELOPMENT PROCESS:

- INSTALL SILT FENCE AND ROCK CONSTRUCTION ENTRANCE AS SHOWN ON THE
PLANS PRIOR TO START OF WORK.
- NO CONCRETE WASHOUTS ARE ALLOWED ON THE PROJECT SITE. SOIL
STOCKPILES SHALL HAVE PERIMETER CONTROL AND HAVE TEMPORARY SEED AND
MULCH.
- MAINTAIN ALL TEMPORARY EROSION CONTROL DEVICES IN PLACE UNTIL THE
CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT TEMPORARY
EROSION CONTROL DEVICES ON A WEEKLY BASIS AND AFTER EACH 1/2" OR MORE
RAIN EVENT. CLEAN OR MAINTAIN THESE DEVICES AS NEEDED TO BE EFFECTIVE.
REPLACE DETERIORATED, DAMAGED OR ROTTEN EROSION CONTROL DEVICES
IMMEDIATELY.
- REMOVE ALL SOILS AND SEDIMENTS DEPOSITED ONTO PUBLIC AND/OR PRIVATE
PAVEMENT AREAS WITHIN 24 HOURS OF DEPOSITION. REMOVAL OF TRACKING
MATERIALS SHALL BE COMPLETED AT THE END OF EACH WORK DAY WHEN IT
OCCURS. SWEEPING MAY BE ORDERED AT ANY TIME IF CONDITIONS WARRANT.
- PERFORM SITE REMOVALS, GRADING, EXCAVATION AND EMPAVEMENT, SEED AND
TRIM ALL DISTURBED AREAS OUTSIDE OF PROPOSED PAVEMENT AND BUILDING
AREAS IMMEDIATELY AFTER THIS WORK WHEN ACTIVITY WILL BE CEASED FOR 7
DAYS.
- INSTALL UTILITIES, CONCRETE FLOWWORK AND BITUMINOUS PAVEMENT SECTIONS.
FINE GRADE SITE AND RESTORE GREEN AREAS WITH PERMANENT VEGETATION OF
SOO/SEED & TRIM PER PLANS.
- REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER SITE
HAS UNDERGONE FINAL STABILIZATION AND PERMANENT VEGETATION HAS BEEN
ESTABLISHED WITH AT LEAST 70% COVERAGE.

NARRATIVE:

1. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) INCLUDES THE FOLLOWING:

- DESCRIPTION OF THE EXISTING SITE CONDITIONS INCLUDING EXISTING LAND USE FOR THE SITE, SOIL TYPES
FOR THE SITE AND THE LOCATION OF SURFACE WATERS WHICH ARE LOCATED ON OR NEXT TO THE SITE.
- IDENTIFICATION OF THE BODY OF WATER(S) WHICH WILL RECEIVE RUNOFF FROM THE CONSTRUCTION SITE
INCLUDING THE ULTIMATE BODY OF WATER THAT RECEIVES THE STORMWATER.
- THE FOLLOWING ADDITIONAL PROJECT DOCUMENTATION SHALL BE CONSIDERED PART OF THIS SWPPP, BUT
IS NOT BEING DUPLICATED FOR THIS DOCUMENT: CERTIFICATE OF SURVEY/PLAT, BUILDING PLANS AND
GEOTECHNICAL REPORT.
- DESCRIPTION OF STORMWATER MANAGEMENT CONTROLS AND VARIOUS BEST MANAGEMENT PRACTICES
(BMPs) NECESSARY TO REDUCE EROSION, SEDIMENT AND POLLUTANTS IN THE STORMWATER DISCHARGE.
- DESCRIPTION OF SWPPP COORDINATOR DUTIES INCLUDING FACILITY-MONITORING PLAN AND HOW CONTROLS
WILL BE COORDINATED WITH CONSTRUCTION ACTIVITIES.
- DESCRIPTION OF IMPLEMENTATION SCHEDULE AND PROVISIONS FOR AMENDMENT OF THE PLAN.
- PROVISIONS FOR PERMANENT TURF ESTABLISHMENTS AND WATER QUALITY TREATMENT BMPs FOR
IMPERVIOUS SURFACES.

2. THE CONSTRUCTION SITE SWPPP COORDINATOR FOR THE FACILITY SHALL BE DEFINED BY THE OWNER AND
CONTRACTOR PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. DUTIES OF THE SWPPP
COORDINATOR SHALL INCLUDE THE FOLLOWING:

- IMPLEMENTATION OF THE SWPPP.
- OVERSEE MAINTENANCE PRACTICES IDENTIFIED AS BMPs IN THE SWPPP.
- CONDUCT OR PROVIDE FOR INSPECTION AND MONITORING ACTIVITIES.
- IDENTIFY POTENTIAL POLLUTANT SOURCES AND MAKE SURE THEY ARE ADDED TO THE PLAN.
- IDENTIFY ANY DERIVATIVES OF THE SWPPP AND MAKE SURE THAT THEY ARE CORRECTED.
- ENSURE THAT ANY CHANGES IN CONSTRUCTION PLANS ARE ADDRESSED IN THE SWPPP.
- EDUCATE AND/OR INSURE THAT CONTRACTORS AND SUB-CONTRACTORS ARE AWARE OF THE SWPPP AND
PRACTICE EROSION/SEDIMENT CONTROLS, SILL PREVENTION AND RESPONSE, GOOD HOUSEKEEPING,
PROPER MATERIAL HANDLING, DISPOSAL, AND CONTROL OF WASTE, EQUIPMENT FUELING, AND PROPER
STORAGE, WASHING AND INSPECTION PROCEDURES.

3. FACILITY DESCRIPTION:

- THE CONSTRUCTION SITE IS LOCATED IN BAXTER, CROW WING COUNTY, MN. SEE PROJECT INFORMATION
SECTION FOR MORE DETAILED LOCATION INFORMATION. IT IS BOUNDED BY VACANT LAND TO THE EAST,
NORTH AND WEST SIDES AND WOODA ROAD ON THE SOUTH SIDE.
- THE CONSTRUCTION WILL CONSIST OF LOT GRADING, UTILITY INSTALLATION AND STREET CONSTRUCTION
WITH CURB AND GUTTER AND BITUMINOUS PAVEMENT. NO CONCENTRATED FLOW AREAS (DITCHES) OR PIPE
OUTLETS ARE PROPOSED.
- THE EXISTING CONDITIONS OF THIS SITE ARE A VACANT GRASS AND WOODED AREA WITH NO BUILDINGS.
ACCORDING TO THE WEB SOIL SURVEY, THE EXISTING SOILS ARE LOUISE-BARBER-GUDA COMPLEX (DSJB)
AND ZIMMERMAN LOAMY FINE SAND (D62A). SITE SPECIFIC SOIL BORINGS ENCOUNTERED POORLY GRADED
SAND (SP) AND SILTY SAND (SM).
- REFER TO THE PLANS FOR THE SITE IMPROVEMENTS AND CONTOURS. DISTURBANCE OF THE SITE WILL
OCCUR DUE TO SITE GRADING, UTILITY INSTALLATION, STREET CONSTRUCTION AND LANDSCAPING.

4. IDENTIFICATION OF POTENTIAL STORMWATER CONTAMINANTS:

- SIGNIFICANT MATERIAL INVENTORY OF POLLUTANTS INCLUDING HERBICIDES, FERTILIZER, ASPHALT,
CONCRETE, CURING COMPOUNDS, HYDRAULIC FLUIDS, GASOLINE, DIESEL, KEROSENE, ANTIFREEZE, SANITARY
TOILETS AND SEDIMENT THAT RESULT FROM CLEANING, GRADING, EXCAVATION AND CONSTRUCTION
MATERIALS THAT HAVE THE POTENTIAL TO BE PRESENT IN STORMWATER RUNOFF.
- THE FOLLOWING POTENTIAL SOURCE AREAS OF STORMWATER CONTAMINATION WERE IDENTIFIED AND
EVALUATED: CLEARED AND GRADED AREAS, SITE CONSTRUCTION INCLUDING CONCRETE WALKS AND
BITUMINOUS PAVEMENTS, UTILITY INSTALLATION AND BUILDING CONSTRUCTION.

5. TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES:

- SILT FENCE BARRIERS WILL BE PLACED ACCORDING TO THE PLANS AND PRIOR TO CONSTRUCTION. THESE
TEMPORARY PERIMETER CONTROLS SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION
ACTIVITIES ARE COMPLETED ON THIS SITE AND SOILS HAVE ACHIEVED PERMANENT STABILIZATION (70%
VEGETATIVE COVER).
- TOPSOIL WILL BE STRIPPED AND STOCKPILED. STOCKPILES WILL HAVE PERIMETER CONTROLS (SILT FENCE
OR SILT SOCK) AND BE STABILIZED WITH MULCH.
- A ROCK CONSTRUCTION ENTRANCE WILL BE MAINTAINED THROUGHOUT THE PROJECT. THIS ENTRANCE WILL
BE REQUIRED TO REDUCE VEHICLE TRACKING FROM THE SITE. REGULAR MAINTENANCE MAY NEED TO BE
PERFORMED TO INSURE SEDIMENT IS NOT TRACKED ONTO LOCAL ROADWAYS. SWEEPING WILL BE USED TO
CLEAN UP TRACKED SEDIMENT.
- INLET PROTECTION WILL BE USED AT ALL DRAINAGE INLETS LOCATED DOWNSTREAM OF THE PROJECT.
- EROSION CONTROL BLANKET AND SEDIMENT LOSS WILL ALSO BE IMPLEMENTED IN CRITICAL AREAS ALONG
WITH SEED AND MULCH OR SOO DURING KEY PERIODS OF TURF ESTABLISHMENT.
- UPON COMPLETION OF EXTERIOR WORK, TOPSOIL WILL BE RESTORED AND THE SITE WILL BE LANDSCAPED
AND RESTORED PER CITY SPECIFICATIONS.
- ONCE UP SLOPE AREAS ARE PERMANENTLY STABILIZED, ACCUMULATED SEDIMENT WILL BE REMOVED FROM
ANY DITCH AREAS AND THEY WILL BE SEEDED AND MULCHED.
- AFTER THE ENTIRE SITE IS STABILIZED, THE TEMPORARY BMPs WILL BE REMOVED FROM THE SITE.

6. CONSTRUCTION PRACTICES TO MINIMIZE STORMWATER CONTAMINATION:

- ALL CONSTRUCTION WASTE MATERIALS WILL BE COLLECTED AND DISPOSED OF PROPERLY ACCORDING TO ALL LOCAL AND
REGULATORY REQUIREMENTS. GOOD HOUSEKEEPING, MONITORING AND SPILL CONTROL PRACTICES WILL BE FOLLOWED
DURING CONSTRUCTION TO MINIMIZE STORMWATER CONTAMINATION FROM PETROLEUM PRODUCTS, FERTILIZERS, PAINTS AND
CONCRETE.
- ENVIRONMENTALLY FRIENDLY FERTILIZERS WILL ONLY BE APPLIED WITHIN THIS AREA AND WILL BE WORKED INTO THE SOIL
TO LIMIT EXPOSURE TO STORMWATER.
- ALL VEHICLES ON SITE WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTATIVE MAINTENANCE TO REDUCE
THE CHANCE FOR LEAKAGE.
- ANY ASPHALT SUBSTANCES USED ON-SITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION.
- SANITARY WASTE WILL BE MONITORED AND COLLECTED AT REGULAR INTERVALS FROM PORTABLE UNITS TO AVOID
OVERFLOWING.
- ALL SPILLS WILL BE CLEANED UP IMMEDIATELY UPON DISCOVERY.
- CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER
WITHIN THE PROJECT SITE.
- PLASTER AND DRYWALL CLEANUP WATER WILL USE AN APPROVED ON-SITE CONTAINMENT FACILITY.

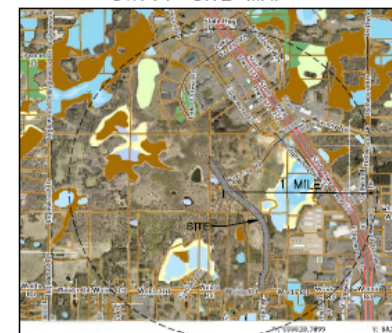
7. Dewatering

- A F Dewatering of SANDY SUBSOILS IS REQUIRED FOR THIS PROJECT, THE PUMP DISCHARGE SHALL BE TREATED PRIOR TO
DISCHARGE OFF-SITE OR INTO A SURFACE WATER. TREATMENT OF DISCHARGE SHALL BE ACHIEVED WITH THE USE OF A
"DANDY DEWATERING BAG" AS MANUFACTURED BY DANDY PRODUCTS, INC. (877) 307-0141 OR WWW.DANDYPRODUCTS.COM.
THE "DANDY DEWATERING BAG" SHALL BE INSTALLED, UTILIZED, AND MAINTAINED PER THE MANUFACTURER'S INSTRUCTIONS
AND SPECIFICATIONS.
- THE Dewatering DISCHARGE SHALL BE VISUALLY CHECKED TO ENSURE THAT IT IS RELATIVELY CLEAN AND NOT VISIBLY
DIFFERENT FROM ANY RECEIVING WATER. IF DISCHARGE IS NOTICEABLY "DIRTY", THE ENGINEER SHALL BE CONTACTED AS
ADDITIONAL TREATMENT METHODS MAY BE NECESSARY.
- ADEQUATE EROSION CONTROL SHALL BE PROVIDED AT THE POINT OF DISCHARGE IF IT IS LOCATED IN AN AREA WITH
EXPOSED SOILS OR ESTABLISHED TURF. THE EROSION CONTROL MEASURES SHALL BE EFFECTIVE AND SHALL BE
MAINTAINED ADEQUATELY SUCH THAT NO EROSION OCCURS AT THE POINT OF DISCHARGE.

8. MAINTENANCE AND INSPECTION PROCEDURES:

- AT LEAST ONCE A WEEK OR WITHIN 24 HOURS OF A 1/4" RAINFALL EVENT OR GREATER, VISUAL INSPECTIONS OF THE
ENTIRE CONSTRUCTION SITE WILL BE PERFORMED. THESE INSPECTIONS WILL BE CONDUCTED BY THE SWPPP COORDINATOR
OR THEIR DESIGNEE. THE INSPECTION WILL VERIFY THE EROSION AND SEDIMENT BMPs ARE FUNCTIONING PROPERLY. THE
FOLLOWING INSPECTION AND MAINTENANCE PRACTICES WILL BE USED TO MAINTAIN THE EROSION AND SEDIMENT CONTROLS.
- SILT FENCES WILL BE INSPECTED FOR DEPTH OF SEDIMENT, FOR TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO
THE FENCE POSTS AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
- BUILT UP SEDIMENT WILL BE REMOVED FROM THE SILT FENCE WHEN IT HAS REACHED 1/3 OF THE HEIGHT OF THE FENCE.
- TEMPORARY SEDIMENT BASINS ARE REQUIRED IF ANY AREA 5 ACRES OR LARGER DRAIN TO A COMMON LOCATION. THESE
BASINS WILL BE INSPECTED FOR DEPTH OF SEDIMENT. SEDIMENT SHALL BE REMOVED FROM THE BASIN WHEN IT REACHES
A DEPTH OF 1-FOOT.
- TEMPORARY SEEDING SHALL BE COMPLETED WITHIN 7 DAYS IN DISTURBED AREAS. BOTH TEMPORARY AND PERMANENT
SEEDING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS AND HEALTHY GROWTH.
- THE ROCK CONSTRUCTION ENTRANCE WILL BE INSPECTED FOR SEDIMENT TRACKED ONTO ROADWAY, FOR CLEAN GRAVEL
AND TO MAKE SURE THAT ALL TRAFFIC USE IT WHEN LEAVING THE SITE.
- A MAINTENANCE INSPECTION REPORT WILL BE COMPLETED DURING EACH INSPECTION BY THE SWPPP COORDINATOR. A
BLANK REPORT FORM IS AVAILABLE UPON REQUEST. COMPLETED FORMS WILL BE STORED ON-SITE DURING THE ENTIRE
CONSTRUCTION PROJECT FOLLOWING CONSTRUCTION, THE COMPLETED FORMS WILL BE RETAINED BY THE OWNER OR
THEIR DESIGNEE FOR A MINIMUM OF 3 YEARS.
- TERMINATION OF COVERAGE: THE SWPPP COORDINATOR AND THE OWNER WILL TERMINATE THE PERMIT BY SUBMITTING THE
NOTICE OF TERMINATION AS DIRECTED IN PART 11C OF THE NPDES PERMIT. THE NOTICE SHALL BE SUBMITTED WHEN
CONSTRUCTION IS COMPLETE AND PERMANENT COVER IS ESTABLISHED.
- MAINTENANCE PLAN: MAINTENANCE INSPECTIONS WILL BE COMPLETED BY THE OWNER ANNUALLY AND WILL INCLUDE
INSPECTION OF THE DRAINAGE BASINS, RECORD THE FINDINGS AND NOTE ANY CORRECTIVE ACTIONS TAKEN.

SWPPP SITE MAP



STARK
ENGINEERING

15521 EDGEMOOD DRIVE, LLC
BAXTER, MINNESOTA 56003
TEL: 763-251-1000
WWW.STARKENGINEERING.COM

MEASUREMENTS

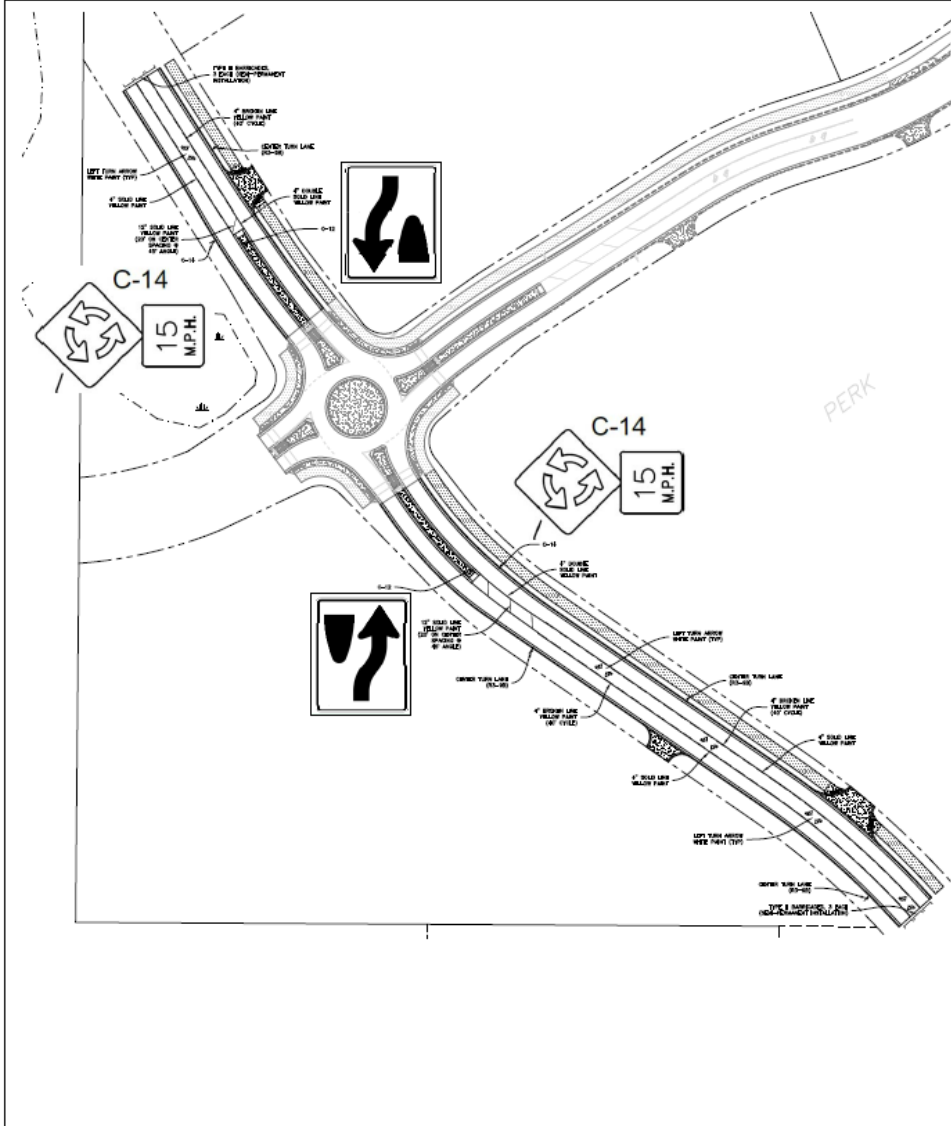
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SWPPP NARRATIVE

2026 LAKE FOREST ROAD IMP.
BAXTER, MINNESOTA
for:
15521 EDGEMOOD DR, LLC

C-25

OF 24 SHEETS



NOTES:

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SIGN PANELS TYPE C

SIGN NO.	QUANTITY	POST TYPE	PANEL SIZE	AREA (SF)	TOTAL AREA	CODE NO.	PANEL LEGEND	NOTES
C-7	4	1U	24"x36"	8.00	24.00	R3-9b	CENTER LANE LEFT TURN ONLY	1
C-12	2	1 ST	24"x36"	6.00	18.00	R4-7	KEEP RIGHT	1
C-14	2	2U	30"x30"	6.25	12.5	W2-8A	ROUNDABOUT INTERSECTION	1
C-14	2		18"x18"	2.25	4.5	W13-1p	15 MPH ADVISORY	1,2

- NOTES:**
 1 - FINISH AND INSTALL
 2 - MOUNT BELOW SIGN
 3 - MOUNT BACK TO BACK

2026 LAKE FOREST ROAD IMP.
 BAXTER, MINNESOTA
 for: 15521 EDGEWOOD DR, LLC

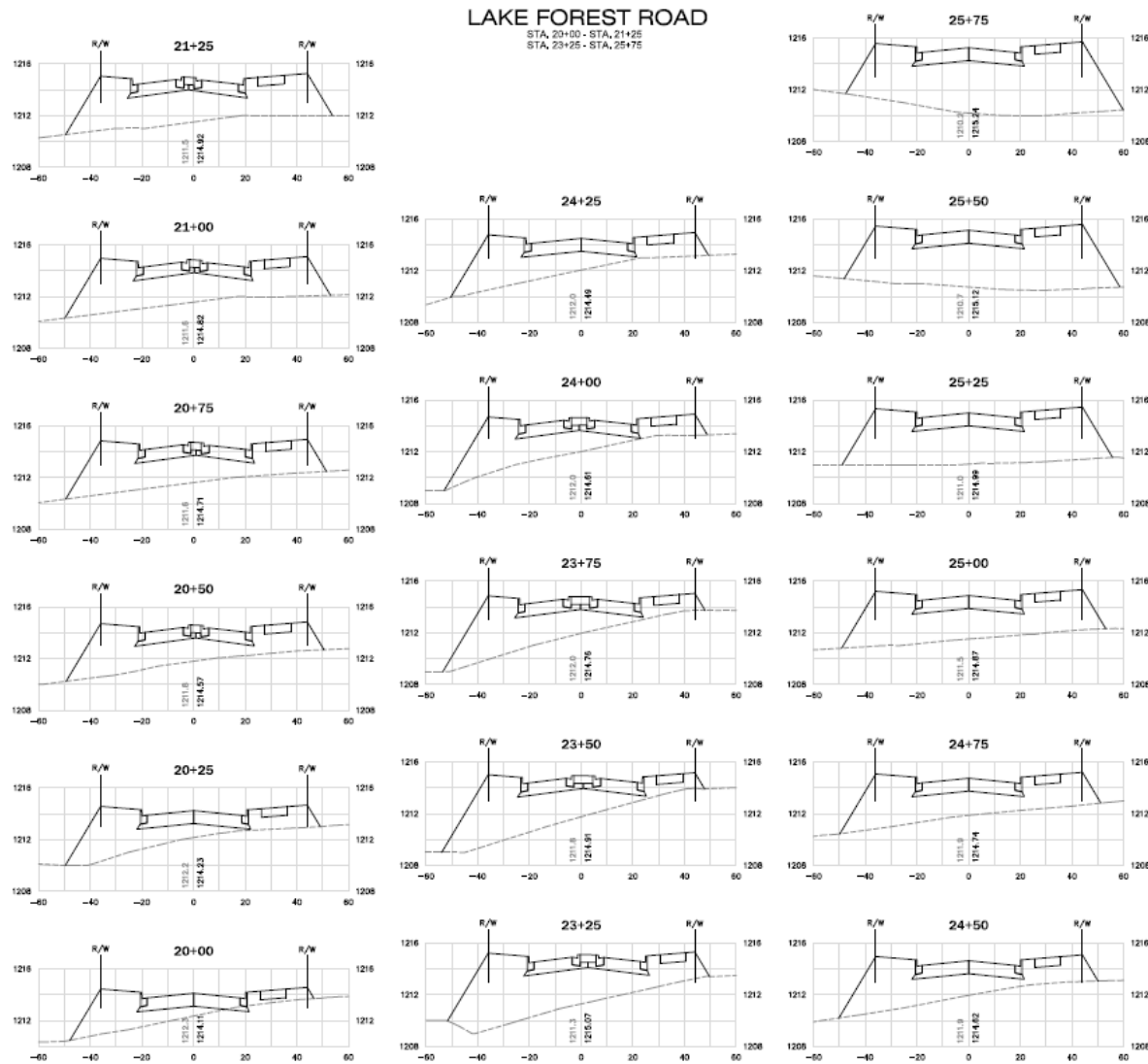
STARK ENGINEERING

www.starkeng.com
 320-254-1811
 320-254-1811

STRIPING & SIGNAGE PLAN

DATE: 11/11/2024
 DRAWN BY: J. STARK
 CHECKED BY: J. STARK
 APPROVED BY: J. STARK







STARKS
ENGINEERING

2026 LAKE FOREST IMPROVEMENTS
 BAXTER, MINNESOTA
 for: 15521 EDGEWOOD DR., LLC

C-28

REVISIONS

NO.	DATE	BY	CHK	APP
1	7/27/20	EC	EC	EC

DESIGNED BY: J. STARKS
 CHECKED BY: J. STARKS
 APPROVED BY: J. STARKS
 DATE: 7/27/20

www.starkseng.com
 551-204-1000
 551-204-1001

EXHIBIT D
CONSTRUCTION COSTS & SECURITY

EXHIBIT E
INSPECTION FEES

Short Elliott Hendrickson Inc. (SEH) fees to inspect construction of the Improvements is a total estimated construction inspection cost of \$

See quote on following pages.

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 May 19, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2026 Novotny Road Street & Utility Improvements - Construction Observation.

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: Scott Hedlund

Address: 13850 Bluestem Court, Suite 150, Baxter, Minnesota 56425

Telephone: 612.865.3509

Email: shedlund@sehinc.com

Scope: The Services to be provided by Consultant:

Our services will consist of Construction Phase Professional Services for the City of Baxter (Client) in connection with the 2026 Novotny Road Street & Utility Improvements project (associated with the adjacent VA Clinic Development) in Baxter, Minnesota in accordance with construction plans prepared by Stark Engineering dated 4/24/2026 titled 2026 Novotny Road Improvements consisting of 25 sheets, and City Standard Specifications & Details dated 03/18/2025, (Contract Documents). Construction will be performed by a Contractor hired by the site developer and includes an approximate 650 linear foot long urban commercial section street extension with a separated bituminous trail on one side and a mini roundabout with street lighting at the westerly terminus, sanitary sewer, water main, storm sewer, storm pond and street grading, and turf restoration improvements within City right of way that will ultimately be dedicated to Client.

Construction Administration \$18,000

Provide part time construction administration services associated with construction of the proposed improvements in accordance with the Contract Documents. Specific tasks included are:

- Attend up to one (1) pre-construction conference meeting conducted by others.
- Review Contractor material submittals and shop drawings, limited to on-call as requested by Client, for conformance with the plans and City Standard specifications and details.
- Assumes up to 60 hours for an Engineer for on-call pre-activity meetings and construction administration for site meetings, project coordination, submittal/shop drawing review, and office technical support.
- Attend weekly construction meetings conducted by others (up to 8 meetings).
- Deliverables: Copies of pertinent project correspondence and documentation.

Construction Observation \$60,000

Provide construction observation services (i.e. Resident Project Representative; RPR) to document conformance to the Contract Documents. Specific tasks included are:

- Provide part-time field observation of the following items:
 - Traffic control.
 - Removals.
 - Roadway grading and subgrade.
 - Aggregate base.
 - Pavement markings and signage.
 - Street lighting.
 - Storm pond construction.

- Restoration.
- Provide full-time field observation of the following items:
 - Sanitary sewer.
 - Water.
 - Storm sewer.
 - Concrete curb & gutter, concrete flatwork, and roundabout construction.
 - Ped Ramps.
 - Bituminous paving.
- Observe and document testing procedures and results.
- Coordinate construction materials testing.
- Observe work activities for general conformance to the Contract Documents.
- Assist Client with the final walkthrough and project closeout.
- Assumes up to 350 hours of Construction Observation by an RPR.
- Deliverables: Copies of pertinent project documentation.

Post-Construction Services \$4,000

Provide the following post-construction services:

- Provide field measurement information to Stark Engineering to assist in their preparation of "Record Drawing" documents for Client.
- Project closeout coordination.
- Assumes up to 25 hours of staff time for close-out related tasks.
- Deliverables: Copies of Construction Administration and RPR documentation.

GIS Services – \$4,000

Provide GIS services to add watermain, sanitary sewer, building and parking lot outlines (impervious surface), storm ponds, and stormwater pipes and manholes to City's GIS System:

- SEH can rely on as-built field data provided by Developer.
- Input feature data for sanitary and water pipes, street lighting, and stormwater features (ie pipe type, year installed, inverts).
- PM review/ QA QC.
- Assumes up to 15 hours for a GIS Specialist and 5 hours for an Engineer.

Construction Materials Testing Services \$41,000

SEH will subcontract with a geotechnical firm to conduct the necessary grading & base, concrete, and bituminous construction materials sampling and testing for the project. The assumed scope is based on the 2025 SALT MnDOT Schedule of Materials Control and the current project scope assumptions.

- Deliverables: Copies of testing documentation.

Reimbursable Expenses \$3,000

Reimbursable expenses include vehicle mileage, vehicle and equipment charges, printing, reproductions, and postage.

Resident Project Representative Services:

RPR services will be provided in accordance with attached Exhibit B-2.

Exclusions:

- Private utility coordination.
- Quantity measurements.
- Construction Observation for the adjacent site development improvements.

Assumptions:

- Client will confirm the daily schedule of SEH Construction Observation (RPR) services.
- Construction Materials Testing (CMT) will be provided by Braun Intertec Corporation as a subconsultant to SEH. Testing services needed are based on the final construction Contract Documents construction

scope, and any services needed beyond the estimated CMT fee would be considered Additional Services.

- SWPPP Inspections for project and adjacent site to be completed by City Staff (not SEH).
- Construction phase services fees are based on up to 8 weeks of construction in 2026. Construction services beyond 8 weeks would be considered Additional Services.
- Up to one (1) site visit by an electrical engineer or representative to prepare street lighting specific punch list.
- Construction will occur in 2026.
- Construction observation (Resident Project Representative) services beyond 350 hours would be considered Additional Services.
- Construction administration beyond 60 hours for an Engineer would be considered Additional Services.

Additional Services:

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

Schedule:

The Consultant will start the work related to construction observations services for the development upon the notice to proceed.

Payment:

The hourly not-to-exceed fee is \$130,000.00 including expenses and equipment. We may shift fee between tasks in order to complete the work but will not exceed the total project fee without approval.

The payment method, basis, frequency and other special conditions are set forth in attached 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.

City of Baxter

By:



By:

Full Name: Scott Hedlund

Full Name:

Title: Principal

Title:

City of Baxter

By:

Full Name:

Title:

Short Elliott Hendrickson Inc.

Letter Agreement - 3

City of Baxter
(Rev. 05.29.25)

Exhibit B-2

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Consultant's Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

Consultant's RPR is an agent of the Client at the site, will act as directed by and under the supervision of Consultant's project manager, and will confer with Consultant's project manager and Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project manager and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project manager.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule, schedule of shop drawing submittals and schedule of values prepared by contractor; and consult with Client concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, project conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents; and assist in serving as Client's liaison with contractor when contractor's operations affect Client's on site operations.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

(a) Record date of receipt of shop drawings and submittals provided by the contractor and coordinate that review has been completed by appropriate team members.

(b) Receive samples furnished at the site by contractor, and notify Client of availability of samples to review.

(c) Notify Client and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been reviewed for general conformance by Consultant.

5. Review of Work, Observations and Tests:

- (a) Conduct on site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Regularly update the Client to keep them informed of issues and progress of the Work.
 - (c) Notify the Client immediately of any unanticipated project conditions, any Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.
 - (d) Coordinate with the project materials tester and/or testing consultant to schedule testing. Confirm compliance with project requirements and the project Schedule of Materials Controls. RPR shall confirm that test report records or certificates of compliance have been received prior to the incorporation of materials in the Work.
 - (e) Review and monitor the contractor's schedule for construction.
 - (f) Confirm that the contractor is performing daily reviews of construction signing, detour signing, traffic control maintenance and is taking corrective actions in accordance with the Contract Documents.
 - (g) Conduct or coordinate with others the completion of wage interviews in the field with individual contractor / subcontractor employees and properly file documentation in accordance with project requirements.
 - (h) Perform reviews of temporary and permanent erosion control measures on the project and verify contractor is maintaining compliance with applicable permits and Contract Documents.
 - (i) Determine if tests, equipment and systems start ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record and report to Client appropriate details relative to the test procedures and start ups.
 - (j) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Client.
 - (k) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project manager and Client for determination of possible suspension of Work.
6. Interpretation of Contract Documents: Report to Client when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Client.

7. Modifications:

- (a) Convey contractor's suggestions for modifications in construction plans and specifications to Client and assist with evaluation. Transmit to contractor decisions as issued by Client.
- (b) Assist with evaluation of proposed change orders and obtain change justification from contractor. Provide assistance with preparation of final documentation of change orders and field design changes.

8. Records / Reporting:

- (a) Measure and document project field quantities, maintain an up to date item record account, and enter quantities into the Project filing system in a timely manner.
- (b) Maintain orderly files of correspondence, reports of project conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field design changes,

additional drawings issued subsequent to the execution of the construction contract, Client clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

(c) Keep a diary, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Client.

(d) Document changes in the plans and field conditions for record plan preparation.

(e) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

(f) Furnish Client periodic reports of progress of the Work and of contractor's compliance with the proposed construction schedule.

(g) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(h) Notify Consultant's project manager and Client immediately upon the occurrence of any accident.

9. Payment Requests: Review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Client, noting particularly the relationship of the payment requested to the schedule of values, Work completed and specific pay requests for materials and equipment delivered to the site but not incorporated in the Work.

10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Client for review prior to final payment for the Work.

11. Completion:

(a) Prepare final documentation of construction pay items, quantities, material certification and other requirements as per the plans, specifications, and special provisions.

(b) Conduct final inspection in the company of Client and contractor and assist with preparation of a final list of items to be completed or corrected.

(c) Observe that all items on final list have been completed or corrected and make recommendations to Client concerning acceptance.

(d) Assist Consultant's project manager with preparation of record plans and documentation.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from of the Contract Documents or substitution of materials or equipment, unless authorized by Client.

2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.

3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

May 4, 2026

Proposal 10011557_001

Scott Hedlund, PE
Short Elliott Hendrickson, Inc.
13850 Bluestem Ct.
Suite 150
Baxter, MN 56425

Re: Proposal for Construction Materials Testing Services
2026 Novotny Road Improvements Project
Novotny Road and Lake Forest Road
Baxter, Minnesota

Dear Mr. Hedlund:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for the 2026 Novotny Road Improvements Project in Baxter, Minnesota.

Our Understanding of Project

This project will include installing new sanitary sewer, watermain and storm sewer. The project will also include a new roundabout at the intersection and reconstructing portions of Novotny Road and Lake Forest Road. Improvements will include new concrete curb and gutter, sidewalk, medians, and bituminous pavement.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Stark Engineering, dated April 24, 2026, and specifications prepared by the City of Baxter, dated March 18, 2025.
- Discussions with Neil Heinonen, PE with SEH regarding our scope of services.

To our knowledge, no geotechnical report was prepared for this project.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or

320.253.9940

3900 Roosevelt Road, Suite 113, St. Cloud, MN 56301

braunintertec.com



specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement and/or utility support, and of utility backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base material.

Concrete Related Services

- Sample and test fresh concrete for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyratory density, asphalt content and extracted aggregate gradation tests of the bituminous.
- Obtain cores and measure the thickness and density of the compacted bituminous pavement by the core method for compliance with the project documents. We understand the bituminous contractor will cut the cores.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports and communicate with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.



Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- It will take 20 trips to complete the nuclear density gauge density testing on this project.
- Compaction testing on aggregate base material will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of one test will be conducted each trip with two trips assumed.
- 13 sets of concrete tests will be required to complete the project.
- Your full-time on-site construction observer will observe the test rolling for this project.
- Bituminous paving will be completed in three days for this project.
- The project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$37,427**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday.



Services that we are asked to provide to meet the project requirements or the contractor's construction schedule outside our normal business hours will be invoiced using an overtime rate factor. The factor for services provided **outside** our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

Our services will be provided under the terms of our Master Agreement dated March 19, 2024.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Keith Kluempke at 320.980.3181 or kkluempke@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Keith J. Kluempke
Project Manager

Steven A. Thayer, PE
Senior Manager, Senior Engineer

Attachment:
Fee Estimate

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Fee Estimate
10011557_001
2026 Novotny Road Improvements Project

Client:
Short Elliott Hendrickson, Inc.
Scott Hedlund
13850 Bluestem Ct Suite 150
Baxter, MN 56425
(612) 865-3509

Work Site Address:
15524 Edgewood Drive
Lake Forest Road
Brainerd, Minnesota 56401

	Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing			
Subtask 1.1: Soils			\$15,330.00
Soil Compaction Testing - Nuclear - Utility Trench Backfill	56.00	102.00	\$5,712.00
Soil Compaction Testing - Nuclear - Structural Fill	12.00	102.00	\$1,224.00
Soil Compaction Testing - Nuclear - Granular Borrow	12.00	102.00	\$1,224.00
Soil Compaction Testing - Non Nuclear - Aggregate Base	8.00	102.00	\$816.00
Soil Sample pick-up	7.00	102.00	\$714.00
Nuclear moisture-density meter charge, per hour	80.00	36.00	\$2,880.00
Trip Charge	24.00	115.00	\$2,760.00
Subtask 1.2: Concrete			\$9,325.00
Concrete Testing	52.00	102.00	\$5,304.00
Concrete Cylinder Pick Up	18.00	102.00	\$1,836.00
Trip Charge	19.00	115.00	\$2,185.00
Subtask 1.3: Pavement			\$1,569.00
Asphalt Verification Testing - Sample Pick-up	12.00	102.00	\$1,224.00
Trip Charge	3.00	115.00	\$345.00
Subtask 1.4: Laboratory			\$6,113.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	6.00	216.00	\$1,296.00
Aggregates Sieve Analysis ASTM C136 each	2.00	196.00	\$392.00
Percent Crushed, Aggregate Base, per sample	1.00	111.00	\$111.00
Concrete Compressive Strength Cylinders ASTM C39 each	39.00	45.00	\$1,755.00
MnDOT Verification Without Percent Crush & FAA	3.00	785.00	\$2,355.00
Asphalt Thickness and Density of Core ASTM D3549 each	3.00	68.00	\$204.00
Subtask 1.5: Project Management			\$5,090.00
Project Manager	16.00	198.00	\$3,168.00
Project Control Specialist I	4.00	164.00	\$656.00
Project Assistant	8.00	102.00	\$816.00
Senior Engineer	2.00	225.00	\$450.00
Task 1 Total:			\$37,427.00
Project Total			\$37,427.00

EXHIBIT F
DEVELOPMENT FEES AND CHARGES

Description	Hrs	Rate	Total
Administrative & Finance	21	\$112.00	\$ 2,352.00
Public Works/Engineering	21	\$112.00	\$ 2,352.00
Third Party Engineering Review	Lump Sum		\$ 39,600.00
City Attorney	5	\$180.00	<u>\$ 900.00</u>
		TOTAL: \$	