Public Works Committee Meeting Agenda July 10, 2023 5:30 p.m. Fillmore Conference Room – Thurber Building

- 1. July 10, 2023 / 5:30 p.m. Fillmore Conference Room Thurber Community Building
- 2. Enterprise Drive Rebate Program Chris Giesen:

3. City Engineer – Craig Britton:

- A. Killmer Electric Pay Application #6
- B. Status of traffic study requested of MNDOT Highway 74.
- C. Ownership status of property of water tower and retention ponds.
- 4. Public Works Director Brian Burkholder

The Public Works Committee did not meet on June 12, 2023. Based on committee member input provided to the City Administrator after the agenda was distributed, though, the Administrator authorized the Public Works Department to proceed with the water valve improvements outlined in the meeting agenda packet.



Chatfield Economic Development Authority Thurber Community Center - Chatfield Municipal Building 21 Second Street SE Chatfield, MN 55923 Voice 507.867.1523 Fax 507.867.9093 www.ci.chatfield.mn.us

July 10, 2023

MEMO

To: Public Works Committee

From: Chris Giesen, EDA Coordinator

RE: Enterprise Drive Rebate Program

Background

This rebate program was established in 2021 and expires August 23, 2023. Rebates are based on the estimated taxable value of the proposed building to be constructed – ranging from a \$20,000 rebate on a \$250,000 taxable building value to a max of \$40,000 on a \$450,000 value.

Since the program started we have not received any applications or issued any rebates but have sold three lots.

Discussion Requested

What should the future of the program be? Let it expire, renew, modify?



City of Chatfield

Thurber Community Center • Chatfield Municipal Building 21 Second Street Southeast• Chatfield, Minnesota 55923 • 507-867-3810 www.ci.chatfield.mn.us

MEMORANDUM

CC:	CITY ADMINISTRATOR, JOEL YOUNG AND SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER
DATE:	JULY 5, 2023
SUBJECT:	2022 WATER SYSTEM ELECTRICAL IMPROVEMENT PROJECT – PAY APPLICATION 4
FROM:	CRAIG BRITTON
TO:	CHATFIELD PUBLIC WORKS COMMITTEE AND CITY COUNCIL

Action Requested: Consideration of Pay Application #4 in the amount of \$121,125 to Killmer Electric Co, Inc. for work completed on the 2022 Water System Electrical Improvement Project.

Background: Killmer Electric Co, Inc. has submitted pay application number 4 in the amount of \$121,125 for work completed on the generators for Well 2 and the Booster Pump Station. Work completed includes the assembly and placement of the generators. The generators have been set in place are they are waiting for some electrical components to be delivered and installed to get them operational. A summary of the work remaining and retainage is on the first sheet of the pay application. Below is a quick summary of the contract amounts and payments.

- 1. Contract Amount \$529,450
- 2. Pay Application 1 \$20,502.90
- 3. Pay Application 2 \$23,560.00
- 4. Pay Application 3 \$82,460.00
- 5. Pay Application 4 \$121,125.00
- 6. Retainage (5%) \$13,034.10
- 7. Balance to Finish \$281,802.10

Please let me know if you have any questions. Sincerely,

Craig Britton

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:CHATFIELD, CITY OF 444 HAWLEY STREET SE	PROJECT: 517322 Chatfield Water Improvements
CHATFIELD, MN 55923	FROM: Killmer Electric Co, Inc 5141 Lakeland Ave
CONTRACT FOR:	Crystal, MN55429

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.	
1. ORIGINAL CONTRACT SUM	\$529,450.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +- 2)	\$529,450.00
<pre>4. TOTAL COMPLETED & STORED TO DATE (Column G)</pre>	\$260,682.00
5. RETAINAGE:	
a. 5.00 % of Completed Work (Columns D + E)	\$13,034.10
<pre>b. 5.00 % of Stored Material (Column F)</pre>	\$0.00
Total Retainage (Line 5a + 5b or	\$13,034.10
Total in Column I)	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$247,647.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$126,522.90
8. CURRENT PAYMENT DUE	\$121,125.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$281,802.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	\$0.00	

APPLICATION NO.: 4 PERIOD TO: Jun 30/23 PROJECT NOS.: CONTRACT DATE: Jul 08/22

Distribution to: OWNER ARCHITECT \Box CONTRACTOR FIELD OTHER $\overline{\Box}$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein in now due.

CONTRACTOR: Killmer Electric Co, Inc 2022 Bv: Date: State of: Minnesota County of: Subscribed and sworn to before me this 21st day of Jun



ARCHITECT & CERTIFICATE FOR TATEENT

In accordance with the Contract Document, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 121,125.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount Certified.)

ARCHITEC 7/5/23 By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION NO.: 4 APPLICATION DATE: Jun 21/23						PERIOD TO: Jun 30/23 PROJECT NO.: 517322		
A B	С	D	E	F	G		H	I
		WORK COMPLETED		MATERIALS TOT				
ITEM DESCRIPTION OF WORK NO.	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
CONTRACT								
00010 General Conditions (Bond/Ins/	36350.00	15500.00	0.00	0.00	15500.00	43	20850.00	775.00
00020 Well #2	81500.00	6938.00	0.00	0.00	6938.00	9	74562.00	346.90
00030 Booster Station	24000.00	7144.00	0.00	0.00	7144.00	30	16856.00	357.20
00040 Well #3	38600.00	0.00	0.00	0.00	0.00	0	38600.00	0.00
00050 WWTP PLC Upgrade	112000.00	0.00	0.00	0.00	0.00	0	112000.00	0.00
00060 I&C Engineering/Submittals	24800.00	24800.00	0.00	0.00	24800.00	100	0.00	1240.00
00070 Alt 1 - Generator Well 2	78000.00	0.00	75500.00	0.00	75500.00	97	2500.00	3775.00
00080 Alt 2 - Generator Booster Sta	134200.00	0.00	130800.00	0.00	130800.00	97	3400.00	6540.00
	529450.00	54382.00	206300.00	0.00	260682.00	49	268768.00	13034.10
- Total Contract	529450.00	54382.00	206300.00	0.00	260682.00	49	268768.00	13034.10

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Joel Young

From: Sent: To: Subject: Craig Britton <Craig.Britton@widseth.com> Thursday, July 6, 2023 12:20 PM Joel Young FW: City of Chatfield

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

Hello Joel,

Below is Mike's response. I should be hearing from him next week and can give more of an update after that.

Thanks,

Craig Britton, PE Civil Engineer, Office Manager, VP 507-206-2125 3777 40th Avenue NW Suite 200 Rochester, MN 55901-3297

WIDSETH

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50 Best Places to Work (Prairie Business Magazine, 2022)

From: Schweyen, Michael (DOT) <michael.schweyen@state.mn.us> Sent: Thursday, July 6, 2023 11:11 AM To: Craig Britton <Craig.Britton@widseth.com> Subject: RE: City of Chatfield

Hi Craig,

I will be in touch with you next week. I will put a deadline on my calendar for later in the week (next week) and will give you an update then. I am still on vacation this week in North Dakota.

I do need to discuss the cross walk request with our Traffic Operations Engineer. We try to have consistency and rationale for where we put in cross-walks.

It does not surprise me relative to vehicles coming into town and down the hill likely are still coming at a good rate of speed. It is always challenging in those instances to get vehicles slowed down more before they get into town.

We may get some speed data, but we likely would not do a full speed study because the rural area and town area are pretty clear cut to me.

Mike

- 8. Noise and Dust Control. The Developer shall limit construction, demolition, and grinding activities on the Property during the hours of 7 a.m. and 7 p.m., Monday through Friday. The Developer shall provide dust control to the satisfaction of the City Engineer through all construction within the Property and shall exercise due diligence with regard to the activities of third parties not under the Developer's direct control.
- 9. Grading Plan.
 - a. Grading on the Property shall be in accordance with the approved grading plan. Within 30 days after completion of grading, the Developer shall provide the City with an "as built" grading plan including certification by a registered land surveyor or engineer that all grading has been performed and completed in accordance with the Plans. No building permits for structures in the Final Plat shall be issued until the grading plan has been implemented and all conditions regarding access included within this Agreement have been implemented.
 - b. Grading shall be completed with 120 days of execution of this Agreement. Upon completion of grading, the City Engineer, or their designee, shall inspect the Property and determine whether grading has been performed in accordance with the grading plan. If grading has been properly completed, the City Engineer shall issue a notice to proceed. If grading has not been properly performed, all work on the Property shall stop until the Developer completes the grading to the satisfaction of the City Engineer or posts additional surety in an amount determined by the City Engineer.
- 10. Streets, Sidewalks and Trail.
 - a. Sidewalk is required to be constructed on the southwest side of Amco Lane.
 - b. Following completion of the street through the base course of bituminous and inspection thereof by the City Engineer, or their designee, the City agrees to accept the street for maintenance if deemed by the City to have been constructed according to City specifications, including the Thoroughfare Plan and the Plans. Removal of snow and ice from the street within the Property shall remain the responsibility of the Developer until the City accepts the street for maintenance.
 - The final wear course of bituminous shall be placed after one c. freeze/thaw cycle. Gutter lips shall be protected by a bituminous wedge or as otherwise accepted by the Superintendent of City Services.

8. Grading Plan.

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9. <u>Streets, Sidewalks and Trail.</u>

- a. The City's street specifications are contained in the most recent edition (dated 2004) of its thoroughfare plan (the "Thoroughfare Plan"), which are incorporated into this Agreement by reference. If there is a conflict between the Plans and the Thoroughfare Plan, the Thoroughfare Plan shall prevail except when an alternative has been explicitly approved in writing by the City.
- b. The Developer agrees to construct the streets within the Property in accordance with the Thoroughfare Plan and the Plans, provided that notwithstanding anything to the contrary in the Thoroughfare Plan and the Plans, manhole covers are to be constructed flush with the base course of bituminous.
- c. Sidewalks will be installed according to city specifications on the north side of Wisdom Drive, including a pedestrian ramp at Hillside Drive and extending from Hillside Drive to the easterly end of Lot 3. The sidewalks will be installed as the houses get constructed but no later than December 31, 2021, whichever comes first. The pedestrian ramp at the corner of Hillside Drive and Wisdom Drive shall be installed at the same time the first section of sidewalk is installed, regardless of which lot is developed first.
- d. Following completion of the streets through the base course of bituminous and inspection thereof by the City Engineer, the City agrees to accept the