



# BAXTER CITY COUNCIL AGENDA

Tuesday, March 15, 2016

The regular meeting of the Baxter City Council will be held on Tuesday, March 15, 2016 at 7:00 p.m. at the Baxter City Hall, 13190 Memorywood Dr., Baxter, MN.

**1. Call Meeting to Order**

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Special Presentations:**

- a. Colette Larson, Heart Safe Community Designation (pp. 4 – 5).
- b. Lydia Benson Miss Jr. Teen Minnesota, former Baxter Jr. Teen

**5. Public Comments**

*Comments received from the public may be placed on a future meeting agenda for consideration.*

**6. Consent Agenda**

*The following items are considered non-controversial by staff and are recommended to be read and passed in one motion. Any council person, staff, citizen, or meeting attendee can request one or more items be pulled from the Consent Agenda and the item will be pulled and addressed immediately after the passage of the Consent Agenda; otherwise, the following items will be passed in one motion:*

- A. Approve City Council Minutes from March 3, 2016 (pp. 6 – 8).
- B. Approve City Council Work Session Minutes from March 3, 2016 (pp. 9 – 11).
- C. Approve City Council Special Minutes from March 8, 2016 (pp. 12 – 16).
- D. Approve the Payment of Bills and Finance Report (Addendum A).
- E. Approve Planning Commission Minutes from March 8, 2016 (pp. 17 – 20).
- F. Approve Architectural Review Commission Minutes from March 4, 2016 (pp. 21 – 22).
- G. Approve Temporary Liquor License for the Northland Arboretum's event on April 29, 2016 Event (pg. 23).
- H. Approve Job Description Amendments and Performance Evaluation Forms (pp. 24 – 60).

- I. Award contract for the Fixed Network Water Meter Reading System Project to Dakota Supply Group in the estimated amount of \$883,841.33 (pp. 61 – 64).
- J. Approve WSB Proposal to Order a Traffic Review and Analysis for the Elder Drive, Glory Road and Highway 371 Area in the amount of \$4,450 (pp. 65 - 68).
- K. Approve a 2016 budget amendment for the Construction of the Oscar Kristofferson Park Pavilion in the amount of \$82,570.34 and Award construction bid to Baratto Brothers Construction, Inc. in the amount of \$189,000 (pp. 69 - 73).
- L. Acknowledge Receipt of Baxter’s Share of the 2015 Public Transit Service Cost with the City of Brainerd (pp. 74 – 78).
- M. Approve Resolution 2016-018 Receiving Feasibility Report and Calling Hearing on Improvement for the 2016 Dellwood Drive Improvement Project (pg. 79).
- N. Accept Utilities Commission Minutes from March 2, 2016 (pp. 80 – 94).
  - 1. Approve the R. L. Larson Excavating Partial Pay Estimate No. 4 in the amount of \$15,634.69 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project (pp. 95 – 96).
  - 2. Approve the WSN Proposal for Engineering Services for Isle Drive Office Park Stormwater Management Plan Update in the Not to Exceed Amount of \$4,250.00 (pp. 97 – 102).
  - 3. Approve the 2016 Crow Wing County Cost Share Agreement for the 2016 City of Baxter Striping Project in the estimated amount of \$30,002.89 (pp. 103 – 106).

## **7. Pulled Agenda Items**

## **8. Other Business**

### **A. Architectural Review Commission Items**

- 1. Deny the use of a metal roof with exposed fasteners for a building addition at Holiday Inn Express located at 15739 Audubon Way (pp. 107 - 108).

### **B. Planning and Zoning Items**

- 1. Adopt Resolution 2016-019 Approving a Conditional Use Permit to allow a drive through for Riverwood Bank located at 14540 Edgewood Drive (pp. 109 – 111).
- 2. Adopt Resolution 2016-020 Approving a Conditional Use Permit to allow grading of a riparian lot for a new slab on grade home for property located within the shoreland overlay district at 13179 Homestead Drive (pp. 112 – 113).

**8. Council Comments**

- A. Quinn Nystrom
- B. Steve Barrows
- C. Todd Holman
- D. Mark Cross
- E. Darrel Olson

**9. City Administrator's Report**

**10. City Attorney's Report**

**11. Adjourn**



**Minnesota Heart Safe**  
4701 West 77<sup>th</sup> Street  
Edina, MN 55435  
[Heart.safe@heart.org](mailto:Heart.safe@heart.org)



**Essentia Health**  
Here with you

**Essentia Health**  
St. Joseph's Medical Center  
523 N. 3<sup>rd</sup> Street  
Brainerd, MN 56401

February 11, 2016

### **The Cities of Brainerd & Baxter Named Recipients of Heart Safe Community Designation**

*Heart safe community designation helps to make the community a SAFER place to live, work, and play by being prepared to reduce the number of deaths and disabilities associated with Sudden Cardiac Arrest.*

I am pleased to inform you that the Cities of Brainerd & Baxter recently received the designation of Heart Safe Community, a program through the American Heart Association and the Minnesota Department of Health and a team of state-wide organizations. Both communities were nominated by Colette Larson, Take Heart Coordinator at Essentia Health, St. Joseph's Medical Center.

The designation program aims to increase survival rates of sudden cardiac arrest (SCA) by helping communities assess their preparedness for cardiac emergencies and finding gaps where improvements can be made. Heart Safe Designation is reached by acquiring points or 'heartbeats' based on population size. Heartbeats are given for community awareness programs, CPR training, AED placement and mapping, access to rapid emergency services and progressive hospital systems, and development of community heart healthy activities.

Key state-wide partners in the Heart Safe Designation program are the MN Resuscitation Consortium at the University of Minnesota, Allina Health EMS Heart Safe Communities Program, North Memorial Heart Safe Communities Program, Take Heart Brainerd, Take Heart America and several others.

Both cities have met the application requirements for Heart Safe Communities by placing over 100 Automated External Defibrillators & training more than 15,000 people since 2005, when the Take Heart Program was initiated in this area. The AEDs were donated & free training was provided by the Take Heart Program at Essentia Health, with the support of the St. Joseph's Foundation. This designation will continue the mission of Essentia Health to make the Brainerd Lakes Area a safer place to live, work, and play. Congratulations on your designation. We would like to present this award at your respective City Council meetings. Please contact me at your earliest convenience to set up a date.

Sincerely,  
Colette Larson, Take Heart Program Coordinator  
Essentia Health – St. Joseph's Medical Center  
[Colette.larson@essentiahealth.org](mailto:Colette.larson@essentiahealth.org) / 218-839-3454

**About Heart Safe Community Designation**

Any municipality, county or organization is eligible to apply for the Heart Safe designation. Applicants can be determined by geographic locations or organization size. Geographic locations are cities, townships or counties. Separate application and requirements are available for schools or worksites.

While there is no application fee, there are often costs associated with meeting the criteria to become a Heart Safe Community. Cost will vary depending on the Community's size and needs (i.e. CPR training and equipment or AED placement). A proper assessment of your Community will determine the needs.

**About Sudden Cardia Arrest (SCA)**

Sudden cardiac arrest is a public health crisis during which the heart stops without warning. SCA is often caused by abnormalities of the heart's electrical conduction system. Signs of SCA strike an estimated 350,000 Americans each year.

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To learn more about Heart Safe Community Designation and to access applications and toolkits, please visit [www.health.state.mn.us/divs/healthimprovement/programs-initiatives/in-communities/heartsafe.html](http://www.health.state.mn.us/divs/healthimprovement/programs-initiatives/in-communities/heartsafe.html) OR [www.health.state.mn.us](http://www.health.state.mn.us) and search heart safe designation

To learn more about free CPR resources, please visit [www.learnCPRnow.org](http://www.learnCPRnow.org) or contact Colette Larson at 218-839-3454 or [Colette.Larson@EssentiaHealth.org](mailto:Colette.Larson@EssentiaHealth.org)

**BAXTER CITY COUNCIL MINUTES**  
**March 3, 2016**

Mayor Darrel Olson, who led in the pledge to the flag, called the regular meeting of the Baxter City Council to order at 7:00 p.m.

COUNCIL MEMBERS PRESENT: Mayor Darrel Olson and Council Members Quinn Nystrom, Steve Barrows, Todd Holman, and Mark Cross

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: City Administrator Gordon Heitke, Community Development Director Josh Doty, Assistant City Administrator Kelly Steele, and Public Works Director Trevor Walter

**PUBLIC COMMENTS**

Dave Schonrock, 6056 Fairview Road, explained what the city is doing to the streets is not working. Mr. Schonrock stated the police department should do more to enforce the laws. Fairview Road is not beyond repair. The police department should start issuing more tickets to increase the revenue for their budget.

**CONSENT AGENDA**

- A. Approve City Council Minutes from February 16, 2016
- B. Approve City Council Work Session Minutes from February 16, 2016
- C. Approve City Council Special Minutes from February 24, 2016
- D. Approve the Payment of Bills and Finance Report
- E. Approve Parks and Trails Commission Minutes from February 22, 2016
- F. Approve Long Range Planning Commission Minutes from February 22, 2016
- G. Approve Architectural Review Commission Minutes from February 24, 2016
- H. Adopt Resolution No. 2016-016 approving the 2016 Pavement Management Program.
- I. Approve the Bolton & Menk Proposal for Engineering Services for the 2016 Pavement Management Program Implementation in the estimated cost of \$14,700.00 depending on the number of meetings and number of maps required at the end of the implementation process
- J. Approve Permit for Retail Sales of Fireworks by B.J. Alan Company at Mills Fleet Farm and Menards
- K. Approve moving the Inglewood Drive Railroad Crossing Project from 2020 to 2021 in the City 5-Year CIP
- L. Approve a 2016 budget amendment for the purchase of an athletic field cart for use at Oscar Kristofferson Park in the amount of \$2,169
- M. Approve the use of fiber cement as an external building material for Cub Foods located at 14133 Edgewood Drive
- N. Approve Lease Agreement with Baxter Snowmobile Club for Use of City Building
- O. Approve WSN Agreement for Professional Engineering Services for the North Inglewood Drive Area Improvements Feasibility Report at a Not-to-Exceed Cost of \$5,000

**MOTION** by Council Member Cross, seconded by Council Member Barrows to approve the Consent Agenda. Motion carries unanimously.

**COUNCIL COMMENTS**

**Todd Holman:** Council Member Holman asked if the council needs to take formal action for Bolton & Menk to complete the Golf Course Drive study. City Administrator Heitke explained staff should have enough direction from the work session discussion.

**Mark Cross:** Council Member Cross explained the Architectural Review Commission discussed amending the city code to include materials that have previously been approved by the Commission. The ordinance amendment would allow others to use the same materials in the future that have previously been approved, allowing the process to be completed administratively. The council consensus is to have staff draft an ordinance amendment. Council Member Cross explained the police department was not established to write tickets and self fund the department. The police department is a tax-based service provided by the city. The police department does a good job and there is much more to the department than writing tickets.

**Darrel Olson:** Mayor Olson explained the police department is busy responding to many calls and they do a great job.

**CITY ADMINISTRATOR'S REPORT**

City Administrator Heitke explained the TIGER grant cycle is approaching for capital projects. The city currently does not have a project ready for an application. The grant can be discussed at a future work session.

**CITY ATTORNEY'S REPORT**

**Closed Session under Minnesota Statute 13D.05, Subd. 3 (c)(3) to develop an offer for the purchase of real property**

Attorney Alex Kuhn asked the council to enter a closed session to discuss offers for the purchase of real property related to 23 Fairview Road properties.

**MOTION** by Council Member Cross, seconded by Council Member Nystrom to enter a closed session at 7:18 p.m. Motion carries unanimously.

Mayor Olson opened the regular meeting at 7:34 p.m.

Attorney Kuhn explained the council has reached a consensus to make formal offers for the 23 properties located on Fairview Road.

**MOTION** by Council Member Cross, seconded by Council Member Holman to approve the offer amounts totaling \$6,815 for the Fairview Road easement acquisitions and to authorize SEH to mail the offer letters to the property owners. Motion carries unanimously.

**ADJOURNMENT**

**MOTION** by Council Member Barrows, seconded by Council Member Cross to adjourn the meeting at 8:41 p.m. to the March 7, 2016 special council meeting. Motion carries unanimously.

Approved by:

Respectfully submitted,

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Darrel Olson  
Mayor

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Kelly Steele  
Assistant City Administrator/Clerk

**BAXTER CITY COUNCIL MINUTES**  
**Work Session**  
**March 3, 2016**

Mayor Darrel Olson called the Work Session to order at 6:00 p.m.

COUNCIL MEMBERS PRESENT: Mayor Darrel Olson and Council Members Quinn Nystrom, Steve Barrows, Todd Holman, and Mark Cross

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: City Administrator Gordon Heitke, Community Development Director Josh Doty, Assistant City Administrator Kelly Steele, and Public Works Director Trevor Walter.

**2016 Golf Course Drive Improvement Project – Design Drive Storm Sewer Reroute**

Mike Rardin, Bolton & Menk, explained based on direction from the February 5, 2016 council meeting, he has developed a supplemental preliminary cost estimate to extend storm sewer along Golf Course Drive from the existing outlet south to Excelsior Road and provided a cost to perform an analysis of the existing storm sewer network within the contributing watershed to verify if there is adequate capacity in the storm sewer flowing north under the Mills Fleet Farm building to handle planned improvements.

The commercial areas between Dellwood Drive and Golf Course Drive from Design Road north to the Body Work Collision Center property is served by a storm sewer network that outlets across Design Road approximately 300 feet west of Golf Course Drive and continues south onto Mills Properties Inc. property where it combines with storm sewer from Excelsior Road and is conveyed east through a 66" concrete pipe under the Mills Fleet Farm building that outlets under Golf Course Drive to the drainage ditch on Evangelical Lutheran Good Samaritan property.

Mr. Rardin explained the storm water pipe should be inspected to learn the condition and capacity. Easements and maintenance agreements need to be reviewed. The pipe can be televised by the end of March for \$4-5,000. If the pipe were found to be in good condition, it would only need to be inspected every ten years, more frequently if condition warrants. Mr. Rardin explained there is an additional six weeks built into the project schedule and waiting until the end of March for the televising will use up most of the time. Mr. Rardin explained the cost to analyze the capacity of the existing storm sewer that runs from Excelsior Road north under the Mills Fleet Farm building to be \$7,450. This will involve modeling the entire contributing watershed to see how the current storm sewer network responds to a 10-year rainfall event. The report will contain current inflow and recommended pipe sizes for a re-route if appropriate. The consensus of the council is to have Mr. Rardin move forward with completing the study.

### **Pavement Management Program**

Mr. Rardin explained in 2013 engineering inspection and evaluation of each street, based on the PASER methodology, was completed. Based on the study, the Comprehensive Pavement Management System report was created to identify maintenance and rehabilitation strategy, with associated costs, for every city owned street. Street segments were prioritized based on their condition ratings providing the city with a guide for future street maintenance and rehabilitation needs and costs. City streets were divided into seven proposed management areas. Streets need to be inspected every three years to update their rating. Staff can be trained to complete the rating process. Mr. Rardin recommended new ratings be completed this year because the initial study is now three years old.

MnDOT has a policy to chip seal their roadways every two to four years after being constructed. Mr. Rardin recommended the city chip seal every three years.

In summary, Mr. Rardin explained the program is intended to establish a formal practice and funding to preserve and perpetuate existing city street pavements. Funding for new street projects and street projects required due to utility and development needs are not provided for in this program and those projects should be addressed separately outside this program. Mr. Rardin suggested the city street pavements be inspected and PASER rated in 2016 to monitor overall network condition and to allow for future programming of preventive maintenance and rehabilitation activities per the proposed street pavement management program. Mr. Rardin explained there are maps included in the materials that explain 2016 and 2017 streets identified for sealcoat projects.

Mayor Olson explained the council would consider taking action during the regular meeting.

### **WSN Agreement for Professional Engineering Services for the North Inglewood Drive Area Improvements Feasibility Report**

Public Works Director Walter explained in 2015 the city annexed property along Inglewood Drive from Wolda Road to Pine Beach Road. This section of Inglewood Drive as constructed with a ten-ton design, with no municipal water or sewer services.

The zoning ordinance requires the city to develop a long range plan and zoning for the annexed properties within one year of the annexation. Staff has been working through a public process with the Long Range Planning Commission to recommend a long range plan for the area. The city has a long standing practice that commercial properties must have municipal water and sewer services in order to develop. Owners of commercial property have inquired as to when services will be available. In order to determine the best means to extend services and the associated cost, a feasibility report needs to be completed. The feasibility report would study the construction of city water and sewer from the present ending point of Dellwood Drive and Pine Beach Road to serve the property to Peace Road.

The cost for WSN to prepare the feasibility report is \$5,000. The study will present costs for both the city and each landowner. The Comprehensive Plan process should be tabled until the cost of utilities is known.

The council consensus is to have WSN complete the feasibility report.

**Adjournment**

**MOTION** by Council Member Barrows, seconded by Council Member Cross to adjourn at 6:55 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

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Darrel Olson  
Mayor

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Kelly Steele  
Assistant City Administrator/Clerk

**BAXTER CITY COUNCIL MINUTES**  
**Special Meeting**  
**March 7, 2016**

Mayor Darrel Olson called the Special City Council Meeting to order at 6:30 p.m.

**COUNCIL MEMBERS PRESENT:** Mayor Darrel Olson and Council Members Quinn Nystrom, Steve Barrows, Todd Holman, and Mark Cross.

**COUNCIL MEMBERS ABSENT:** None.

**STAFF PRESENT:** City Administrator Gordon Heitke and Public Works Director/City Engineer Trevor Walter.

Public Works Director/City Engineer Walter gave the history behind the Dellwood Drive Project. The improvements project started in 2012 when Crow Wing County Highway Department placed the project in their 5-Year Highway Improvements Plan for resurfacing in 2016.

In 2013, discussions took place between Crow Wing County, City of Baxter and the City of Brainerd for the improvements on Dellwood Drive since it involved three jurisdictions. In 2014, Crow Wing County applied for a joint application with both cities for a local road improvement grant which takes care of approximately 75% of the construction costs for the project.

In 2014, Dellwood Drive changed from a resurfacing project to a reconstruction project. Dellwood Drive is shared based on existing political boundaries between the First Assessment District (FAD), City of Baxter and the City of Brainerd. Crow Wing County does provide all administration for the FAD where Dellwood Drive is a township type road in the FAD District. The present road jurisdiction is 50% of Dellwood Drive along the west side is in Baxter with the remaining half divided equally between Unorganized Territory and Brainerd.

Existing conditions were reviewed with 3,800 cars traveling on Dellwood Drive per day. Dellwood Drive's bituminous surface is in a very poor condition with a 5-ton axle weight restriction during spring load restrictions. The road has minimal aggregate shoulder or none on the segment with minimal drainage swales and no ditching.

Late in 2014, the county and the two cities applied for the LRIP grant to assist with both Inglewood Drive and Dellwood Drive. The project is comprised of both streets and the joint application was awarded a 75% grant of the estimated construction costs only.

The county is providing the rural road design and handling the right-of-way purchases. The plan is for a 10-ton road with 12-foot driving lanes and 6-foot paved shoulders for bike lanes with no parking allowed.

The entire project (Dellwood Drive) was expected to cost \$333,457.00. With the \$214,695.00 grant, Baxter would pay \$59,381.00 with the county and Brainerd each paying \$29,691.00 each. Adding in additional costs for engineering and tree clearing, the total costs has the City of Baxter paying

\$100,487.00, City of Brainerd paying \$49,484.00 and Crow Wing County paying \$55,084.00. Those costs would nearly double for the county and more than double for the cities without the grant funds. On March 2, a low bid received for the project came in at \$293,283.00. That cost breaks down to City of Baxter \$76,785.00, City of Brainerd \$37,682.00 and Crow Wing County \$43,232.00.

The construction schedule has work slated to begin this spring and be completed by September 2, 2016. Through traffic would be detoured to Wise Road, Highway 371 and Wolda Road, but Dellwood Drive would remain open for local traffic only.

Public Works Director/City Engineer Walter stated the action needed at this evenings meeting would include the following:

- Approve the Construction Cost Share Agreement between Crow Wing County, the City of Baxter and the City of Brainerd for Improvements to Dellwood Drive between Novotny Road and County State Aid Highway (CSAH) 49
- Approve Resolution No. 2016-017 for the Orderly Annexation Between the City of Baxter and Crow Wing County (Unorganized Territory) Pursuant to Minnesota Statutes §414.0325.

The meeting was turned over to City Administrator Gordon Heitke who covered the annexation issues of the project. City Administrator Heitke stated this situation is kind of a unique situation since you don't often see an island of unincorporated areas like this sandwiched between two incorporated areas.

This was actually addressed in an annexation agreement that was entered into approximately 15 years ago by the City of Brainerd and the City of Baxter. It was agreed to by both cities that the City of Baxter was the logical city for this area in the future based on Baxter's existing infrastructure there and nearby. In January, the City of Brainerd relinquished any interest in annexing the area.

City Administrator Heitke stated the City of Baxter could have annexed land years ago but decided to wait on land like this until there was a reason to prompt it. Crow Wing County provided the prompt when it sought to transfer Dellwood Drive to the City of Baxter, meaning the city would be responsible for the road and its maintenance. The City of Baxter, taking responsibility for the road came with the condition the road would be within the city limits in order to justify the change. An orderly annexation agreement needs a joint resolution in favor from the City of Baxter and Crow Wing County. As part of the agreement, upgrades are also planned to Mertens Drive and Whispering Woods Lane.

City Administrator Heitke explained that with the annexation, Crow Wing County would pay the City of Baxter a lump sum so the residents in the affected area wouldn't have an assessment. As part of the agreement, the land would be placed in the city's zoning that is closest to its current zoning. After the annexation, the city plans to study the area through its Long Range Planning Commission, which will then recommend the proper zoning classification. That process can take up to 12 months.

City Administrator Heitke stated that residents will be paying more in taxes, due to a change in services, ranging in an increase of \$218.00 to \$786.00 depending on whether it's bare land or residential homestead.

Mayor Olson opened the meeting for public comments.

Brian Keller-Heikkila – 7704 Whispering Woods Lane

Mr. Keller-Heikkila expressed concern about the future and potential assessments for utilities, which are not part of this project. Mr. Keller-Heikkila said he made a decision on his home purchase after looking at property on Wildflower Drive where assessments made the home purchase unaffordable.

Mayor Olson explained how Wildflower Drive was a resident driven petition for utilities. Mayor Olson stated there are no current plans for adding utilities anytime soon. Utilities would be either extended by a 75% petition or if a large development requested the utilities.

Mark & Judy Zahn – 15410 Dellwood Drive

Mrs. Zahn stated her family has two properties, one on Mertens Drive and 15410 Dellwood Drive and has concerns on both of those properties. Many of us would like it to be left Unorganized; however, I don't think that is going to happen.

Mrs. Zahn stated the neighborhood has a petition and can we submit it at this time? Mayor Olson indicated to bring it forward to be submitted into the record at this time. Mr. Rick Olson submitted a petition from residents and landowners of Unorganized Territory, First Assessment District to drop any attempt to annex the parcels into the City of Baxter.

Mrs. Zahn said they were willing to do their own road maintenance. She stated the future costs are going to force people to make hard decisions about the future and what families can afford. For most of us in the proposed annexed area, this has been the only home we've known for most of our lives.

Rick Olson – 7889 Whispering Woods Lane

Mr. Olson inquired on the plan for Cypress Drive. He questioned what might happen with an extension north of Cypress Drive. Mr. Olson stated that there was no reason to annex the property at this time and offered to work with Crow Wing County to maintain the road.

Mayor Olson stated that there is no known plan for this area at this time. Council member Cross showed the Comprehensive Plan and stated there was a plan to connect Cypress Drive to Wise Road in the future, but there are no plans on the route nor a timetable or push right now for the project. One option discussed was using the Paul Bunyan State Trail as the road bed and moving the trail. Council member Cross said that would take an act of state legislation.

Mr. Olson inquired on the plan for Cypress Drive. He was convinced someone must know something about the plan for that road.

Council member Holman stated that at a high level without looking at the individual parcels, people or places, the concept was in 2000 – 2003, there was a MnDOT Corridor Access Plan developed for Trunk Highway 371. MnDOT engaged the city and county in that planning process. In this process there came a notion for parallel corridors which gave a reason for local traffic not being on T.H. 371, if the local governments could provide frontage roads or parallel corridors. This was a concept plan that was not scrutinized at that time and there is no one pushing on the road completion.

Robert Nelms – 7761 Whispering Woods Lane

Mr. Nelms stated that Menards had shown interest in buying his property in the past. He had contacted Menards with regards to selling his property; however, they were not interested in paying what he wanted for the property.

Mr. Nelms would prefer to be left in unorganized territory and work with the county and other residents to maintain that section of roads themselves. He did have two bids for maintaining the roadway, if the resident could not do it themselves, which he planned on presenting to the county.

Mr. Nelms expressed concern over limited finances of the elderly, he requested the existing wells and septic systems be grandfathered and not be forced to install new systems. He reiterated the preference to be left in the county or if annexed would like to be zoned Commercial Homestead.

Council member Cross commented that on the well and septic systems that it takes a trigger to come in have any inspections done. If the City was to annex it would not mean an automatic inspection to the system would be done.

Judy Zahn – 15410 Dellwood Drive

Mrs. Zahn commented that her biggest concern in the area was a lack of neighborhoods. She stated that this is a neighborhood and they are all very concerned about the future of their properties and neighborhood.

Craig Reikofski – 15532 Dellwood Drive

Mr. Reikofski stated that he would prefer to be left in the county; however, he did not think that was going to happen. He currently uses this location as both his home and location for his business, since he is a contractor and does not do his business there. He requested that future zoning would still allow him to do that. Council member Holman stated that this matter would not be addressed tonight.

Mr. Reikofski inquired if he would be required to pay assessments if his property is being forcefully annexed. City Administrator Heitke stated he would need to review the policy and would respond as to whether the assessment would no longer be deferred.

Mr. Reikofski inquired if the building permit for a pole shed and lean-to he currently has with Crow Wing County would still be valid with the City of Baxter. City Administrator Heitke stated he would talk to the county to make sure it was a valid permit and get back to Mr. Reikofski.

Mr. Reikofski's final comment was that he had a fence out on Dellwood Drive which he removed so the road could be widened. He expects to be able to reinstall his fence without obtaining another fence permit from the City of Baxter. Assistant County Engineer Hall had no concerns with the fence being reinstalled once the project has been completed since this was part of the right of way acquisition for the widening of Dellwood Drive.

Crow Wing County Administrator Tim Houle

Crow Wing County Administrator Tim Houle clarified that everything is just semantics that all parcels being discussed here tonight were in Crow Wing County and will remain in Crow Wing County. Mr. Houle clarified that staff would recommend against the option of the residents maintaining the road based on liability concerns. He said what if a crash came after the road wasn't plowed or properly salted, the

county would be liable and insurance wouldn't cover it. A road can be vacated or given back; Mr. Houle said it would be an unprecedented move to do so on a road already serving residential properties.

Mr. Houle gave a brief explanation between taxing and zoning. There is no direct correlation between property taxes and zoning. You are taxed on the current use of the property and not what the governing jurisdiction has the property currently zoned.

Mr. Houle stated there were positive opportunities with regards to this annexation process such as the lack of assessments and the ability to pave Mertens Drive and Whispering Woods Lane.

One unidentified member of the audience said he didn't ask to be brought into Baxter and didn't want to be brought into the city. Council member Cross said he understood the residents' concerns; however, if the road project was going through, the city will annex the land. Council member Barrows said for the city to be responsible for road maintenance on a road it had no control over wasn't in the best interests of the residents of Baxter. Council member Nystrom appreciated the comments given at tonight's meeting but after looking at the liability it is in the best interests of the City of Baxter to proceed.

Mayor Darrel Olson said he didn't know anything about a Menards plan, but at some point in time the property there will have value and it would be of less value by maintaining dirt roads. The area is prime to be a different character than it is now and going forward with the project has been discussed for years.

Mayor Olson stated a grant and the County are willing to pay for a majority of the project costs so there were a lot of positive reasons to go forward.

**MOTION** by Council Member Barrows, seconded by Council Member Holman to approve the Construction Cost Share Agreement between Crow Wing County, the City of Baxter and the City of Brainerd for Improvements to Dellwood Drive between Novotny Road and County State Aid Highway (CSAH) 49 and approve Resolution No. 2016-017 The Orderly Annexation Between the City of Baxter and Crow Wing County (Unorganized Territory) Pursuant to Minnesota Statutes §414.0325. Motion carried unanimously.

**MOTION** by Council Member Barrows, seconded by Council Member Nystrom to adjourn at 7:56 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

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Darrel Olson  
Mayor

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Mary Haugen  
Administrative Assistant

**PLANNING & ZONING COMMISSION MINUTES**  
**March 08, 2016 - 6:00 p.m.**

**CALL TO ORDER**

The regular meeting of the Planning and Zoning Commission was called to order at 6:00 p.m.

MEMBERS PRESENT: Commissioner Steve Lund, Gwen Carleton, Bob Ryan and Council Liaison Steve Barrows

MEMBERS ABSENT: Chair Bob Kinzel and Commissioners Howie Oswald

STAFF PRESENT: Community Development (CD) Director Josh Doty and Planner Matthew Gindele

OTHERS PRESENT: Sean Raboin and Bruce Kennedy

**APPROVAL OF MINUTES**

**MOTION** by Commissioner Carlton, seconded by Commissioner Lund to approve the minutes from the November 10, 2015 meeting as presented. Motion carried unanimously.

**PUBLIC HEARINGS**

*All items under old and new business items will go to City Council on  
March 15, 2016 if not tabled, continued or otherwise noted.*

Acting Chair Ryan stated that this Commission is advisory and the final approval/denial is given at the City Council Meeting on March 15, 2016 at 7:00 pm.

**OLD BUSINESS**

None

**NEW BUSINESS**

1. PUBLIC HEARING. Conditional Use Permits to allow a drive through and related site improvements including a low floor elevation exception for Riverwood Bank for property located at 14540 Edgewood Drive. Lot 2, Block 1 of Target Addition to Baxter, Section 11, Township 133, Range 29 (City file 16-04)

Requested by: HTG Architects on behalf of Riverwood Bank 14091 Baxter Dr. Suite 201A  
Baxter, MN 56425

Acting Chair Ryan asked CD Director Doty to review the application with the Commission. CD Director Doty explained that the applicant is requesting a conditional use permit to allow a drive through and related site improvements for Riverwood Bank for property located at 14540 Edgewood Drive, with a coffee shop tenant included. CD Director Doty stated that the second conditional use permit for a lower level has been pulled due to site location testing. CD Director Doty reviewed the location on a map, a site plan, relocated access points, site functions, building and landscaping plan and staff has reviewed the application for this approval and will again at the time of building permit. Staff looked at

right-of-way and requested an additional 7 ft. Being this is not a plat, the City can not take the right-of-way and can only request it. Staff is requesting the 7 ft. however staff has not heard back at this time, therefore the request is a condition of approval. A traffic analysis is proposed for this area and requested widening of Clearwater Rd or a turn lane. The applicant has revised the site plan to include a turn lane for this project and it will be incorporated with the city wide project this summer.

CD Director Doty stated that a trail/pedestrian crossing is also being looked at for the Clearwater Rd. Currently there are cross walks and a trail planned around the bank site. Staff is recommending and has added conditions to the resolution, that the side walk on the north side be continued to the northeast corner and the trail connection continue the complete length of the property on the Clearwater Rd side of the project. Staff has reviewed all of the conditions regarding the drive through and all of the conditions for a drive through have been met, including landscape as screening. CD Director Doty reviewed the hours of operations provided and stated that the Utilities Commission has recommended approval with the five conditions in the resolution. An administrative review of the architectural ordinances did take place and the applicant met the requirements. Staff is recommending approval of the conditional use permit as stated in the revised resolution. CD Director Doty reviewed pictures with the Commission of the Riverwood Bank in Monticello.

Commissioner Lund asked for clarification on the 7 ft. of right-of-way, and how much the 7 ft. will take away from the site plan. CD Director Doty showed that area on a map, indicating that it would narrow up trail location. Commissioner Lund confirmed it would not disrupt their parking, CD Director Doty indicated that was correct. Commissioner Lund moved to the east side and asked if there was additional room for parking should it be needed in the future, CD Director Doty stated that is correct.

Acting Chair Ryan opened the public hearing.

Mr. Sean Rabion and Bruce Kennedy of HTG Architects representing the applicant approached. Mr. Rabion stated that CD Director Doty did a great job explaining the project. He stated that Riverwood Bank has outgrown its current location across the street and is very excited about this project. Mr. Rabion stated that the applicant understands the majority of the requests, however they do have a few concerns. He stated the trail along Clearwater Rd. is a concern, especially since there is not a definitive plan for the bridge over Clearwater at this time. He asked for an amendment to the resolution allowing construction of the trail to occur in coordination with the construction of the bridge. If the trail is installed now, it may need to be torn up for the future bridge plan and that could be costly. Mr. Rabion drove the site and would propose to do as Aldi did, which is to install a connection for a future trail. He also spoke of the north side and explained the grade change that makes it difficult for the sidewalk to continue. He was unsure of how that would work and of the cost associated with the sidewalk. Mr. Raboin stated that the 8-12 ft. path is standard, his concern is that the trail would be tight at 8 ft. He asked if the Commission had any questions for him or Mr. Kennedy.

Acting Chair Ryan closed the public hearing.

**Motion** by Commissioner Lund, second by Commissioner Carleton to recommend the City Council approve the conditional use permit to allow a drive through and related site improvements for Riverwood Bank for property located at 14540 Edgewood Drive as presented in the revised resolution by staff.

Commissioner Lund asked CD Director Doty for a couple of clarifications. One being the pedestrian trail along Clearwater Rd., does the Clearwater project this summer have any pedestrian trails involved, CD

Director Doty indicated that it did not. Commissioner Lund clarified that the right-of-way would allow for it in the future, CD Director Doty confirmed that it would. Commissioner Lund asked if the lower level basement portion of the conditional use permit was going to come back to the Commission at a later date. CD Director Doty stated that there were a few different options and staff and the applicant are trying to navigate the code and building requirements for a basement. CD Director Doty stated that if a basement is not allowed than a modification of the site plan would take place in order to relocate the mechanical equipment.

Motion carried unanimously.

2. PUBLIC HEARING. Conditional Use Permit to allow grading of a riparian lot for a new slab on grade home for property located within the shoreland overlay district at 13179 Homestead Dr. N 200Ft. of S. 1100Ft. of Lot 4 Subj to road easement of rec. Section 7, Township 133, Range 28 (City file 16-05)

Requested by: Trevor & Jennifer Harting 13246 Timberlane Dr. Baxter, MN 56425

Acting Chair Ryan asked Planner Gindele to review the application with the Commission. Planner Gindele explained that the applicant is requesting a conditional use permits to allow grading of a riparian lot (Perch Lake) for a new slab on grade home for property located within the shoreland overlay district at 13179 Homestead Dr. The applicant would like to start in April with the construction of their new home as their home has sold. Planner Gindele explained the impervious surface being 3 percent of the lot, the lot is larger than required, the lot does have city services and the ability to be split into 4 lots and the string line rule is going to be used on this lot meeting the required setbacks. The applicant has provided erosion control plan, grading plan and the Utilities Commission is recommending approval with a few conditions in the revised resolution. Planner Gindele reviewed aerial views of the property and the survey showing a potential subdivision in the future if they chose to at a later date and the string line rule. Staff is recommending approval with the conditions set forth in the revised resolution.

Acting Chair Ryan stated that the string line rule has been an issue in the past, he asked that they resolve this know so at a later date the Commission is not looking at a variance later for the deck during construction. Acting Chair Ryan asked if the applicant is aware of the assessment charges, Planner Gindele stated that he was not involved in those conversations, however the applicant has spoken the Finance Director before speaking to him about the house. Commissioner Lund asked if the four lots were subdivided in the future, what would the impervious be on the one lot. Planner Gindele indicated that he had not figured that number to date but had brought the concern up to the applicant that they may not be able to subdivide if they would be creating a lot that did not meet the impervious surface requirement. Gindele stated that since the applicant is not subdividing at this time, the City cannot deny the CUP application based on a hypothetical future scenario that may or may not arise. The Commission asked about the future potential purchase of the lots and the impervious surface that could play in the future. Planner Gindele explained a few different options for subdivision.

Acting Chair Ryan opened the public hearing, there was no one to speak regarding this application.

Acting Chair Ryan closed the public hearing.

**Motion** by Commissioner Carleton, second by Commissioner Lund to recommend the City Council approve the conditional use permit to allow for a grading of a riparian lot for a new slab on grade home for

property located within the shoreland overlay district at 13179 Homestead Dr. as presented by staff in the revised resolution. Motion carried unanimously.

**OTHER BUSINESS**

None

**ADJOURNMENT**

**MOTION** by Commissioner Carleton, seconded by Commissioner Lund to adjourn the meeting at 6:46 p.m. Motion carried unanimously.

Approved by:

Submitted by:

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Acting Chair Bob Ryan

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Shanna Newman CD Administrative Assistant

**ARCHITECTURAL REVIEW COMMISSION MINUTES**  
**March 4, 2016**

The Architectural Review Commission (ARC) meeting was called to order at 4:00 p.m. by Chair Donnay.

COMMISSIONERS PRESENT: Chair Kevin Donnay, Commissioners Bob Ryan, and Gary Handlos

COMMISSIONERS ABSENT: None

STAFF PRESENT: CD Director Doty and Planner Matthew Gindele

OTHERS PRESENT: Mark Cross

**APPROVAL OF MINUTES**

**MOTION** made by Commissioner Handlos, seconded by Commissioner Ryan to approve the February 24, 2016 meeting minutes. Motion carried unanimously.

**Review of Proposed Holiday Inn Addition-Review of Requested Roofing Material**

Chair Donnay asked CD Director Doty to explain the proposed Holiday Inn laser tag project. The proposed 40' x 100' addition with many of the materials being compliant with the existing structure, however, the roofing material is the only item that is not compliant per the ordinance. The applicant is requesting a metal roof with exposed metal fasteners with a 3:12 sloped roof screened with a parapet on the East side (Audubon Way Rd.) of the building. CD Director Doty stated that material samples were in front of the Commission, he reviewed each sample with the Commission. CD Director Doty asked if there were any questions of staff, there were none at the time.

Chair Donnay asked that applicant to come forward and answer any questions the Commission may have. Mr. Mark Cross, representing the owners of Holiday Inn and the architect of record, approached the Commission. He stated that the 3:12 roof pitch is actually a considered to be a flat roof per the ordinance. The thought behind the request for the exposed fasteners is that the structure is tall and, from the ground, no one will be able to see the roof. The only way a person would know there are exposed fasteners is if they are staying in a room on the second or third floor facing that portion of the roof. Commissioner Handlos asked if the idea was also to tuck the proposed structure under the pool room. Mr. Cross indicated that it was and explained the type of room design needed for laser tag. Mr. Cross added that the mechanical equipment is screened by the roof due to the height of the structure. Chair Donnay asked if there was a line of site detail, Mr. Cross indicated that he had not printed off an elevation showing the screening. Chair Donnay stated he was concerned about the equipment to the east being seen and asked CD Director Doty what the line of site distance was in the regulations. CD Director Doty stated that it was 100 ft. Mr. Cross indicated that they can submit those elevations. CD Director Doty suggested adding a condition to the approval/denial that the screening be proven prior to building permit. Commissioner Ryan asked if there was a different type of roof available without exposed fasteners, Mr. Cross indicated that there was.

Commissioner Handlos stated that Mr. Cross did a nice job of tucking it under the other roof lines and he had no concerns with the exposed fasteners.

**MOTION** by Commission Handlos, seconded by Commissioner Ryan recommending City Council approve the roof with exposed fasteners with the additional requirement screening of the RTU be proved prior to permit for the Holiday Inn proposed project. Commissioner Ryan requested a discussion.

Commissioner Ryan stated that his concern is that they spend a lot of time coming up with the regulations. There was a lot of time spent on the roof portion of the regulations. He stated that this is a new addition construction, not matching existing, and there is a different type of roofing material available other than

exposed fasteners. Commissioner Ryan stated that once the Commission goes down a particularly slippery slope, it's tough to stop. He asked the question, what happens when the next applicant comes in and wants exposed fasteners on a new project and we have allowed it on this project. Chair Donnay stated that he agrees with Commissioner Ryan's comments. Chair Donnay stated that he was disappointed in the submittal and felt it was the minimal to get this project by and left to the Commission to figure out what is going to be seen in the future.

Chair Donnay called for a vote on the motion for approval, Commissioner Handlos was in approval and Chair Donnay and Commissioner Ryan opposed. Motion failed.

Chair Donnay asked if the applicant would like to propose an alternate material to keep the project on track. Commissioner Ryan indicated that this Commission is a recommending body, that Council could overturn their denial. Mr. Cross stated that he informed his client that there was a good chance this roof material was not going to be approved and if they came forward with a different material that met the ordinance, then this project could be administratively approved. He will suggest to his client that they meet the regulations for an administrative approval. Mr. Cross stated he understood the Commission's concerns.

**OTHER BUSINESS**

**ARC Meeting Times**

CD Director Doty stated that he put this on the agenda for discussion. Due to Council Liaison Cross's new employment, he will not be able to make the 7:30 am meeting time. He asked the Commission if there is a better time or day that will work with all of the Commissioners. CD Director Doty asked if a Thursday afternoon time would work for anyone. Commissioner Ryan indicated that he is open for an afternoon time as well but mornings are busier for him. Commissioner Handlos agreed with Commissioner Ryan. Council Liaison Cross indicated that he would need something a little later, possibly around 5:00 pm. Chair Donnay stated that they should try a Thursday around 4:15 pm and see how it goes.

Council Liaison Cross updated the Commission that, at the last Council meeting, he discussed the alternate building materials list with Council. Cross stated that the Council approved staff to move forward with drafting an ordinance amendment to allow alternate building materials previously approved by the ARC Commission and Council to be administratively approved for use on other projects. The Commission and staff reviewed the process to achieve that goal. It was decided that staff will draft the language, place it on the Planning and Zoning Commission agenda and inform the ARC Commission of that date to allow them to comment if they would like to attend that meeting and then move it forward to Council in April if possible.

**NEXT MEETING**

The next regular scheduled meeting is March 17, 2016 at 4:15 p.m.

**ADJOURNMENT**

**MOTION** by Commissioner Handlos, seconded by Commissioner Ryan to adjourn. Motion carried unanimously. The meeting adjourned at 4:35 p.m.

Approved by:

Submitted By:

\_\_\_\_\_  
Chair Kevin Donnay

\_\_\_\_\_  
Shanna Newman  
CD Administrative Assistant

REQUEST FOR COUNCIL ACTION

03.15.2016

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**Department Approval:**  
Administration

**Agenda Section:**  
Consent

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**Items Description:** Approve Temporary Liquor License for the Northland Arboretum's event on April 29, 2016

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**Approval Required:** Simple Majority of Vote of the Council

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**BACKGROUND**

The Northland Arboretum has applied for a temporary license for the on-sale of intoxicating liquor for their Annual Fine Wine and Craft Beer Sampling event on April 29, 2016. State statutes and the Baxter City Code allow for the issuance of temporary liquor license for the on-sale of intoxicating liquor in connection with a social/fundraising event within the City.

**FINANCIAL IMPLICATIONS**

The cost of administering the issuance of the temporary liquor license is offset by the application fee.

**STAFF RECOMMENDATION**

Staff recommends the issuance of the temporary on-sale liquor license as all requirements for the license have been met.

**COUNCIL ACTION REQUESTED**

Motion to approve the issuance of a temporary on-sale liquor license to the Northland Arboretum for their April 29, 2016 event.

REQUEST FOR COUNCIL ACTION

March 15, 2016

**Department Origination:** Administration      **Agenda Section:** Consent

**Agenda Item:** Approve Job Description Amendments and Performance Evaluation Forms

**Approval Required:** Simple Majority of Vote of the Council

**BACKGROUND**

**Job Descriptions:** As positions have been filled, the position’s job description has been updated to reflect the current duties of the position, to have a consistent format, and standard language. The below listed job descriptions are now being updated to reflect current duties, to be formatted uniformly, and to contain the standard language. Department directors, supervisors, and the Personnel Committee have had an opportunity to review the job descriptions and to have their comments incorporated. A response time component was added to certain public works and police job descriptions due to the emergency nature to their position. New hires will be subject to the response time requirement.

Due to the volume of pages to print of the job descriptions, copies can be found on the City’s website at <http://www.baxtermn.gov/departments/administration/human-resources/> Hard copies of the job descriptions are available upon request. There may be a few insignificant changes to the job descriptions that currently appear on the website.

**Performance Evaluations:** Two performance evaluation forms were developed, one for employees with supervisory responsibilities and one for employees without supervisory responsibilities. The first section of each performance evaluation form will provide general review categories. The second section of each performance evaluation form will evaluate the employee on their performance related to the essential duties of their position. Each performance evaluation form, whether supervisory or non-supervisory, will be customized based upon the essential duties defined in the employee’s job description. All employees shall receive a written performance evaluation on an annual basis.

**FINANCIAL IMPLICATIONS**

There are no financial implications with the approval of the job descriptions and performance evaluation forms.

**STAFF RECOMMENDATIONS**

Staff is seeking council approval for the amended job descriptions listed below and the performance evaluation forms.

- |  |  |
|--|--|
| 1. Police Chief                        | 11. Public Works Maintenance Supervisor      |
| 2. Assistant Police Chief              | 12. Public Works Lead Maintenance Worker     |
| 3. Patrol Officer                      | 13. Parks and Trails Lead Maintenance Worker |
| 4. Community Service Officer           | 14. Parks and Trails Maintenance Worker      |
| 5. Sergeant                            | 15. Finance Director                         |
| 6. Investigative Sergeant              | 16. Assistant Finance Director               |
| 7. Police Administrative Assistant     | 17. Utility Billing Specialist               |
| 8. Public Works Director/City Engineer | 18. Finance Specialist                       |
| 9. Engineering Inspector               | 19. City Administrator                       |
| 10. Administrative Assistant           |  |

**COUNCIL ACTION REQUESTED**

Motion to approve amended job descriptions and performance evaluation forms.

Attachment:

1. Non-supervisor performance evaluation form
2. Supervisor performance evaluation form

## PERFORMANCE APPRAISAL GUIDE Non-Supervisory Employees

<b>EMPLOYEE NAME</b>	<b>DEPARTMENT</b>	Select Department
<b>JOB TITLE</b>	<b>SUPERVISOR</b>	
<b>APPRAISAL PERIOD</b>	To	<b>APPRAISAL DATE</b>
<b>CURRENT GRADE/STEP</b>	Select Grade    Select Step	<b>REASON FOR APPRAISAL</b> Annual

**PURPOSE:**

The purpose of establishing a uniform performance evaluation process at the City of Baxter is to ensure that all employees are treated fairly. It is the goal of the City of Baxter to enhance the quality of work that each employee has to offer. This evaluation system is designed to:

- Enhance communication
- Identify Areas for employee training
- Identify Areas for improvement
- Provide a basis for planning future performance
- Review Employee’s performance in relationship to Department goals and expectations
- Recognize achievements, accomplishments and contributions the Employee has made.
- Support the Mission of the City of Baxter

**APPRAISAL FACTORS:**

The following is a guide to use while evaluating an employee’s performance. You are also responsible for documenting your ratings with comments and supporting examples.

- 1     **Unacceptable** – The employee is **not meeting** the minimum requirements and must show improvement or disciplinary action will result.
  
- 2     **Improvement Needed** – The employee is **barely** meeting the minimum requirements necessary to meet job goals, development goals, and/or performance factor criteria.
  
- 3     **Task Competence** – The employee is doing a **good job**, and, at times, a **very good job**. He/she demonstrates technical and professional competence in work tasks and areas of specific practice. Assignments are completed. He/she effectively works within defined job responsibilities, and complies with professional development requirements.
  
- 4     **Task Excellence** – The employee is doing a **very good job**, and, at times, an **excellent job**. He/she consistently surpasses expectations. He/she demonstrates technical and professional excellence in tasks. He/she willingly updates his/her professional knowledge. He/she excels in defined work responsibilities.
  
- 5     **Proactive Task Excellence** – **Proactive** Task Excellence performance takes into consideration all the key points listed in “Task Excellence” as well as the following: **Excellence** is the standard; the individual **pro-actively** thinks ahead of and outside of defined responsibilities, and offers usable suggestions to improve work processes, service, and results. He/she anticipates and prevents potential problems. He/she independently seeks out opportunities to learn and grow.
  
- U/A   **Unable to appraise** – (due to lack of information).

**GENERAL PERFORMANCE STANDARDS:**

**Conforming to Work Hours**

**Performance Expectation:** Personnel are expected to report to work on time and begin their duties in a timely manner. Personnel are expected to abide by allowed break periods and work until the specified quitting time. When required, they are also expected to notify supervisors or check in with specified persons when they are on duty, off duty, or subject to call.

- 1 **UNACCEPTABLE** – Usually late for work and tends not to notify supervisor or department. Breaks are consistently long or occur multiple times during the day. Usually leaves the work site prior to quitting time. Is not willing to work overtime when required. Is never available to work outside of regularly scheduled shift (as applicable).
- 2 **IMPROVEMENT NEEDED** – Occasionally late for work and in notifying supervisor or department. Stops work at inappropriate times to make certain to take breaks “on time.” May extend break periods beyond specified limits. Available less than one fourth of the time when asked to work overtime (when job requires).
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Occasionally commences work early and notifies supervisor of work status at all times. Willing to work through breaks when job requires. Available for overtime (when job requires) approximate three-fourths of the time when asked. When work is complete (after eight hours), employee is willing to leave when directed to avoid earning overtime.
- 5 **PROACTIVE TASK EXCELLENCE** – Outstanding in that the person usually comes to work early and is meticulous about letting the supervisor know work status. Often works through breaks on own initiative to complete tasks. Individual consistently makes themselves available for overtime (nights, weekends or holidays - when job requires). Takes initiative to see that all jobs are complete and requests to leave at the end of an eight hour shift to avoid earning overtime.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

### Amount of Direction and Supervision Needed

**Performance Expectation:** Employees are expected to demonstrate the ability to handle their job related tasks with minimal direction and supervision from supervisors, providing that the employee has obtained the experience and education needed to perform the duties in their job description. The employee should show confidence in his/her abilities and should be able to independently fulfill basic job functions.

- 1 **UNACCEPTABLE** – Must be directed and instructed often. Cannot be left on own initiative to do basic tasks.
- 2 **IMPROVEMENT NEEDED** – Tends to be too dependent on others; some basic responsibilities must be supervised considering the training and experience of employee.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Demonstrates occasional independence in area requiring some supervision, taking appropriate initiative at times in areas beyond basic tasks. Has the ability to deal with problematic situations.
- 5 **PROACTIVE TASK EXCELLENCE** – Is the type of person who needs minimal or no supervision in most job related tasks; demonstrates a high degree of individual initiative.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**Self-Initiated Activity**

**Performance Expectation:** Employees are expected to seek out tasks in performing their jobs. The employee should know what activities/tasks are to be addressed and maintain consistent effort in carrying them out. Employees are expected to do more than just meet minimal work expectations.

- 1 **UNACCEPTABLE** – Must be assigned or pushed to perform duties; does not follow-up assignments well; tends to let others do work; poor work record; works only according to personal preference.
- 2 **IMPROVEMENT NEEDED** – May wait for assignments rather than seek them out; occasionally lets others do the work; only does what is necessary in job duties; tends to work according to self-preference.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Generally will seek out activity to perform the job; others do not have to pick up work after this person; may have above average work records. Employee takes personal responsibility for seeing all steps and phases of a case, project or assignment are followed through.
- 5 **PROACTIVE TASK EXCELLENCE** – Person is **continually** demonstrating an interest in performing the job in the best possible manner; fully carries out assignments. May have very good work production records; does well in all areas of job description.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

## Rapport with Public and Other Employees

**Performance Expectation:** Employees must be able to deal with the public and other employees in common and adversarial situations; employees are expected to be courteous, respectful, diplomatic and must communicate in a manner which tends to maintain a positive relationship. Employee must promote a cooperative working environment. Employees should not abuse their authority; situations with people who have negative attitudes must be handled procedurally with employees not taking hostilities and accusations personally; all employees must utilize patience and explain situations when information can resolve an issue. Employee actively listens and is able to express thoughts clearly.

- 1 **UNACCEPTABLE** - Tends to invoke more complaints than average. Demonstrates little patience in dealing with people; may be abusive verbally/physically with people, creates negative relations with public and has a reputation for being overbearing or having a poor attitude.
- 2 **IMPROVEMENT NEEDED** – Tends to be somewhat demanding and officious at times; may get an occasional complaint about attitude; needs to exercise more patience with people. Employee fails to respond to requests in a timely manner based on agency/department standards.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Has a good reputation for being fair; can deal with most people in most situations without losing control or creating a problem; is a good representative of the organization. Employee understands the value of teamwork and shows an enthusiasm and willingness to help the agency/department function as a unit. Employee positively encourages and assists new staff members.
- 5 **PROACTIVE TASK EXCELLENCE** - Has an excellent reputation for fairness; does an outstanding job in dealing with all types of individuals in numerous situations; has the ability for conflict resolution beyond that of most people; works to create a positive organizational image.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**Knowledge and Care of City Property and Related Procedures and Policies (e.g., vehicles, computers (including software and email), office equipment, etc.)**

**Performance Expectation:** Employees are expected to know how to use all equipment and City property assigned to their use in a safe and effective manner. They should endeavor to keep up with all requirements and methods of operation regarding the use of City property. They must be able to use City property in a manner that allows them to be functional and complete their job assignments.

- 1 **UNACCEPTABLE** – Is unable to develop the skills necessary to operate equipment and other City property safely and effectively.
- 2 **IMPROVEMENT NEEDED** – Needs to apply more time and interest towards the development of skills needed to safely operate and effectively use equipment assigned to them.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Is quick to adapt to the skills in using equipment safely and efficiently; demonstrates a high degree of concern for safety. Understands and follows established policies and procedures related to use of equipment and software.
- 5 **PROACTIVE TASK EXCELLENCE** – Has demonstrated outstanding skills in the use of equipment and City property assigned to them and is very quick to learn and adapt to various equipment; very safety conscious.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

## Knowledge of Job Related Responsibilities

**Performance Expectation:** Employees are expected to have a working knowledge of the areas required in their job description and to keep up to date on current procedures and policies. The working knowledge should be directly related to the amount of training and experience the employee has.

- 1 **UNACCEPTABLE** – Considering training and experience, the employee does not understand many of the job requirements, functions, or operations; lacks working knowledge necessary to be effective; makes procedural mistakes often.
- 2 **IMPROVEMENT NEEDED** – Considering training and experience, the employee should be able to show a better working knowledge of his/her job; performance indicated a need for more training or adaptability.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Has a very good working knowledge of his/her job and other related jobs; performance indicates that the employee understands most of the facets of the job, which allows for flexibility within the job environment. Is able to instruct others to perform related jobs.
- 5 **PROACTIVE TASK EXCELLENCE** - Has the working knowledge that allows the employee to perform in all areas of job plus being able to perform other jobs not specifically within the employee's job description but within the operations of the department. Is often relied upon to instruct others in job related areas. Attends training or reviews literature to promote professional growth.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**      Essential Function

**Performance  
Expectation:**

- 1 UNACCEPTABLE –
- 2 IMPROVEMENT NEEDED –
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE –
- 5 PROACTIVE TASK EXCELLENCE -

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**

**Performance**

**Expectation:**

- 1 UNACCEPTABLE -
- 2 IMPROVEMENT NEEDED -
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE -
- 5 PROACTIVE TASK EXCELLENCE -

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**

**Performance  
Expectation:**

- 1 UNACCEPTABLE –
- 2 IMPROVEMENT NEEDED –
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE –
- 5 PROACTIVE TASK EXCELLENCE -

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**

**Performance  
Expectation:**

- 1 UNACCEPTABLE –
- 2 IMPROVEMENT NEEDED –
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE –
- 5 PROACTIVE TASK EXCELLENCE -

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**

**Performance  
Expectation:**

- 1 UNACCEPTABLE --
- 2 IMPROVEMENT NEEDED --
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE --
- 5 PROACTIVE TASK EXCELLENCE -

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**

**Performance  
Expectation:**

- 1 UNACCEPTABLE -
- 2 IMPROVEMENT NEEDED -
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE -
- 5 PROACTIVE TASK EXCELLENCE -

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**

**Performance  
Expectation:**

- 1 UNACCEPTABLE -
- 2 IMPROVEMENT NEEDED -
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE -
- 5 PROACTIVE TASK EXCELLENCE -

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**

**Performance  
Expectation:**

- 1 UNACCEPTABLE -
- 2 IMPROVEMENT NEEDED -
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE -
- 5 PROACTIVE TASK EXCELLENCE -

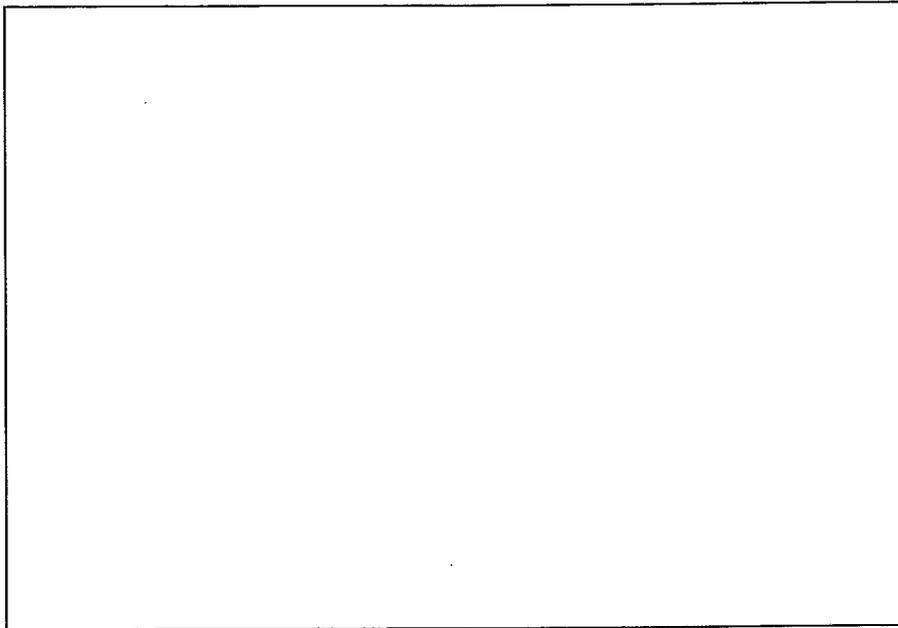
**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

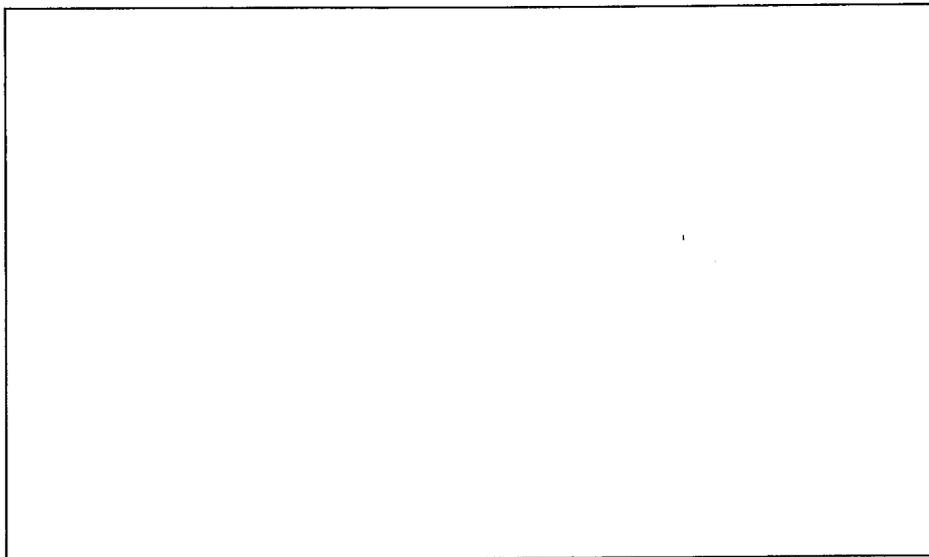
**GOALS**

Please list, or attached to this document, a list of goals you hope to accomplish in the coming year.



**ACCOMPLISHMENTS**

Please list, or attach to this document, significant accomplishments of the past year.



**OVERALL PERFORMANCE RATING:**

*Note: Overall Ratings must be rounded to the nearest .25*

**Overall Rating – General Standards** (Select 1-5)  
Counts 50% of Total

**Overall Rating – Specific Standards** (Select 1-5)  
Counts 50% of Total

**Overall Performance Rating:** (Select 1-5)  
General and Specific

**RECOMMENDATIONS AND COMMENTS:**

**Supervisor Comments:**

**Recommendation for step placement:**      **Select Step**

**Supervisor signature** \_\_\_\_\_

**Date** \_\_\_\_\_

-----  
**Employee Comments:**

**By signing this appraisal I acknowledge that I have read and had an opportunity to discuss the contents with my supervisor. My signature does not necessarily indicate my agreement with the evaluation.**

**Employee signature** \_\_\_\_\_ **Date** \_\_\_\_\_

-----  
**Department Head Comments:**

**Recommendation for step placement:**      **Select Step**

**Department Head signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Assistant City Administrator signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Select Step    Effective date:**

**Approval date:**



## PERFORMANCE APPRAISAL GUIDE Supervisory Employees

<b>EMPLOYEE NAME</b>	<b>DEPARTMENT</b>
<b>JOB TITLE</b>	<b>SUPERVISOR</b>
<b>APPRAISAL PERIOD</b>	<b>APPRAISAL DATE</b>
<b>CURRENT GRADE/STEP</b> Select Grade    Select Step	<b>REASON FOR APPRAISAL</b> Annual

**PURPOSE:**

The purpose of establishing a uniform performance evaluation process at the City of Baxter is to ensure that all employees are treated fairly. It is the goal of the City of Baxter to enhance the quality of work that each employee has to offer. This evaluation system is designed to:

- Enhance communication
- Identify Areas for employee training
- Identify Areas for improvement
- Provide a basis for planning future performance
- Review Employee’s performance in relationship to Department goals and expectations
- Recognize achievements, accomplishments and contributions the Employee has made.
- Support the Mission of the City of Baxter.

**APPRAISAL FACTORS:**

The following is a guide to use while evaluating an employee’s performance. You are also responsible for documenting your ratings with comments and supporting examples.

- 1     **Unacceptable** – The employee is **not meeting** the minimum requirements and must show improvement or disciplinary action will result.
  
- 2     **Improvement Needed** – The employee is **barely** meeting the minimum requirements necessary to meet job goals, development goals, and/or performance factor criteria.
  
- 3     **Task Competence** – The employee is doing a **good job**, and, at times, a **very good job**. He/she demonstrates technical and professional competence in work tasks and areas of specific practice. Assignments are completed. He/she effectively works within defined job responsibilities, and complies with professional development requirements.
  
- 4     **Task Excellence** – The employee is doing a **very good job**, and, at times, an **excellent job**. He/she consistently surpasses expectations. He/she demonstrates technical and professional excellence in tasks. He/she willingly updates his/her professional knowledge. He/she excels in defined work responsibilities.
  
- 5     **Proactive Task Excellence** – **Proactive** Task Excellence performance takes into consideration all the key points listed in “Task Excellence” as well as the following: **Excellence** is the standard; the individual **pro-actively** thinks ahead of and outside of defined responsibilities, and offers usable suggestions to improve work processes, service, and results. He/she anticipates and prevents potential problems. He/she independently seeks out opportunities to learn and grow.
  
- U/A   **Unable to appraise** – (due to lack of information).

**GENERAL PERFORMANCE STANDARDS:**

**Leadership Skills**

**Performance Expectation:** Supervisors are expected to provide the amount of direction that allows employees to be functional and perform their jobs effectively and efficiently. They should be able to have the respect of their employees, which results in minimal employee problems while obtaining good cooperation from employees. The performance of the department and leadership of subordinates is reflective of the supervisor's leadership skills.

- 1 **UNACCEPTABLE** – Has difficulty controlling employee problems; employees have little confidence in supervisor; does not allow for input from employees; employees are often discontent with how the department is operated.
- 2 **IMPROVEMENT NEEDED** – Needs to learn and/or apply better leadership tactics as some employee problems have resulted from a lack of proper leadership.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Employees are utilized in a manner that recognizes their skills and training; employee problems are not a result of administrative direction; employees have confidence in the supervisor and generally work in cooperation with the supervisor.
- 5 **PROACTIVE TASK EXCELLENCE** - The supervisor has consistently demonstrated the ability to lead employees in the performance of their jobs to where the department meets its task responsibilities in most areas. Employees generally support the supervisor due to his/her ability to provide the direction they need to perform their tasks while also being able to participate in decisions affecting their jobs.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

## Adaptation to Processes Requiring Knowledge and Change

**Performance Expectation:** Supervisors must be able to adapt to new situations and changes that affect their area of operations. They must be willing to learn and keep up with changing laws, procedures, technology, and techniques that relate to his/her area of operations.

- 1 **UNACCEPTABLE** – Often is not willing to adapt or adjust knowledge to meet changes; attitude is to stay with the “Status Quo”; department efficiency and effectiveness is limited due to this attitude.
- 2 **IMPROVEMENT NEEDED** – Takes on new procedures and techniques reluctantly; needs to be reminded to conform to change on occasion; some areas of operations need updating due to lack of attention to change.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Is quick to adapt to change; recognizes the need and may suggest and/or implement changes as situational needs change; is progressive in operational applications. Attempts to understand change and explain change to persons around them.
- 5 **PROACTIVE TASK EXCELLENCE** – Initiates, promotes, and assists changes that are beneficial to department operations; attends seminars or participates in other means of keeping up with new laws, procedures, technology and techniques.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

### Developing Knowledge and Job Related Skills

**Performance Expectation:** Supervisors are expected to attend schooling, seminars, or seek out information that adds to their knowledge and provides them with an informational base, allowing them to perform their jobs effectively and efficiently.

- 1 **UNACCEPTABLE** – Does not keep updated on management practices; makes no effort to improve supervisory or administrative skills; relies only on past experience.
- 2 **IMPROVEMENT NEEDED** – Needs to increase knowledge and skills as problems and demonstrated work performance indicate a lack of knowledge and skill in carrying out job tasks.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Initiates own attendance in schools or seminars and seeks out similar operations in other counties to expand knowledge and job skills; demonstrates an interest in increasing knowledge and skills.
- 5 **PROACTIVE TASK EXCELLENCE** - Through participation in seminars, seeking outside expertise, reading books or articles related to job, or having a continuing education program, the supervisor is well versed on his/her area of operations. Brings knowledge back to work force and shares with others. Motivates others to take training.

Rating: (Select 1-5)

*Ratings must be rounded to the nearest .5*

Narrative:

### Ability to Discipline and Handle Employee Problems

**Performance Expectation:** Supervisors are expected to take action when employees violate rules, procedures, or regulations. They are also expected to deal with behavior which leads to morale problems, causes disputes, or disrupts department operations; they should be able to deal with the problems and issues when it becomes apparent that a problem exists; employees should receive fair and just application of disciplinary measures.

- 1 **UNACCEPTABLE** - Does not enforce rules and regulations and allows employee violations without intervention; waits until a critical event before taking disciplinary action or until the situation is uncontrollable. May tend to pick on some employees for disciplinary actions but overlooks other employees who conduct similar violations.
- 2 **IMPROVEMENT NEEDED** – Tends to overlook violations and appears afraid to take action, at times, for fear of upsetting certain employees or hurting relations between than employee and the supervisor.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Takes timely action when a problem is brought to his/her attention; handles the problem in a positive manner, which creates respect between the supervisor and employee, therefore minimizing future problems.
- 5 **PROACTIVE TASK EXCELLENCE** – Anticipates and diffuses problems before they occur; provides good documentation; is able to apply the type of disciplinary action which is best for the organization while being fair to the employee; will take action even when friendships have to take a lower priority to the situation; is able to follow procedures in taking disciplinary action so that rights are not violated.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

### Organizational Skills

**Performance Expectation:** Supervisors are expected to operate in an organized manner, making sure that written departmental procedures and policies exist that are consistent with City policies and are updated when needed, and that City policies are communicated and enforced; that human resources are properly utilized; that proper records are kept effective for department operations; that communications are properly flowing both up and down within the organization.

- 1 **UNACCEPTABLE** -- Department lacks written direction through policies and procedures; work schedules allow for waste of resources; poor communications exist within the organization which leads to confusion and inefficiency.
- 2 **IMPROVEMENT NEEDED** -- Needs to update policies and procedures; needs to revise work schedules to minimize some waste; needs to develop a better means of communications with employees.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** - Has good overall policies and procedures; work schedules are designed to meet demands and provide for flexibility if situations change; employees receive and are able to send communications that allow for a more efficient operation.
- 5 **PROACTIVE TASK EXCELLENCE** - Policies and procedures are encompassing and updated in a timely manner; resource allocations are applied to allow for maximum efficiency without overworking employees; the flow of communications allow for the understanding and direction of employees to perform their tasks effectively and efficiently.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

## Planning Skills

**Performance Expectation:** Supervisors are expected to conduct an amount of planning which allows for meeting expenditures that are anticipated to affect department operations for three to five years in advance. They are also expected to anticipate changes and plan to meet many of those changes that will be affecting the department in the future.

- 1 **UNACCEPTABLE** – Is content to operate strictly on a day-to-day method of administration; does not demonstrate an interest in future planning; lack of planning has created problems in finance and other areas.
- 2 **IMPROVEMENT NEEDED** – Some problems have resulted from a lack of future planning; needs to take more time to study future needs and impacts.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Has specific plans in mind to deal with the future; planning is realistic; good planning has lead to savings and better performance.
- 5 **PROACTIVE TASK EXCELLENCE** - Has a keen ability to identify future needs and is able to devise effective and realistic methods to allow for future needs; planning ability has resulted in savings, reduced problems, and prepared the department for the future.

Rating: (Select 1-5)

*Ratings must be rounded to the nearest .5*

Narrative:

### Budget Development and Execution

**Performance Expectation:** Supervisors are expected to submit a budget that is realistic and reflects the fiscal needs of their department. They are to project future needs into the budget. They are also expected to manage budget allocations so that unnecessary expenditures are avoided and cost overruns are minimized. They should apply budget techniques, which eliminates unnecessary spending and seeks to save and reduce costs.

- 1 **UNACCEPTABLE** – Little or no preparation for the budget; simply uses old budget as sole basis for budget planning; overspends or submits an unrealistic budget; money is not spent according to priorities or needs; problems result from poor budget planning and execution.
- 2 **IMPROVEMENT NEEDED** – Needs to be more cost effective in applying expenditures; tends to “pad” the budget in a manner that does not reflect good budget planning; some budget problems result from poor planning or execution.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** - Budget is consistently relative to operations and needs; budget execution results in good spending priorities; submitted budget reflects good effort and time into budget planning.
- 5 **PROACTIVE TASK EXCELLENCE** - Has thorough understanding of the budget process and takes into consideration the organization’ s as well as the department’s overall needs; budget is well planned prior to submitting for approval; unnecessary expenditures are minimized.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

## Communication with Council Members and Administration

**Performance Expectation:** Supervisors are expected to keep the Council/Administrator/Department Head advised of important issues relative to Department operations if those issues are likely to reflect back to the Council/Administrator/Department Head. The Council/Administrator/Department Head is to be kept advised of overall department operations, financial needs, problems, and project updates.

- 1 **UNACCEPTABLE** – Does not keep the Council/Administrator/Department Head informed; problems are often received from other sources of information or brought to the attention of the Council/Coordinator/Department Head through a foreseen critical event.
- 2 **IMPROVEMENT NEEDED** – Needs to be more responsive to letting the Council/Administrator/Department Head informed of problems and issues affecting the Council.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Provides Council/Administrator/Department Head with written communications; always lets the Council/Administrator/Department Head know when serious problems or potential serious problems arise; keeps the Council/Administrator/Department Head advised by providing accurate and complete information.
- 5 **PROACTIVE TASK EXCELLENCE** - Provides the Council/Administrator/Department Head with written information concerning overall plans, operational needs, and problems; makes it a point to meet and discuss mutual items of concern and interest; keeps the Council/Administrator/Department Head informed of issues, through formal communications, which are of importance or which may impact the Council/Administrator/Department Head.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

## Working Relationships

**Performance Expectation:** Supervisors are expected to communicate and work with other supervisors on issues and projects of mutual concern. They are also expected to maintain good working relationships with other agencies, departments, and people who have a relationship with the department, including people who receive the services of that department.

- 1 **UNACCEPTABLE** – Is often non-responsive to other supervisors or creates conflict; reports are received from clients/customers and others that indicate a lack of public relations and respectful working relationships.
- 2 **IMPROVEMENT NEEDED** – Tends to be abrasive or creates negative relationships at times; needs to be more aware of personality traits which cause such problems and seek changes; needs to develop more understanding of other’s responsibilities and needs.
- 3 **TASK COMPETENCE** - as defined
- 4 **TASK EXCELLENCE** – Other supervisors enjoy working with this person; takes the time to work with other supervisors; works to maintain good working relationships with others who interact with the department; is respected by others.
- 5 **PROACTIVE TASK EXCELLENCE** - Enjoys a community wide reputation for having good working relationships; will work to improve and help other departments; projects a positive image to the public through efforts and participation with others.

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**      Essential Job Description Duty

**Performance**

**Expectation:**

- 1 UNACCEPTABLE –
- 2 IMPROVEMENT NEEDED –
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE –
- 5 PROACTIVE TASK EXCELLENCE -

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**        Essential Job Description Duty

**Performance  
Expectation:**

- 1 UNACCEPTABLE -
- 2 IMPROVEMENT NEEDED -
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE -
- 5 PROACTIVE TASK EXCELLENCE -

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**

**Performance  
Expectation:**

- 1 UNACCEPTABLE -
- 2 IMPROVEMENT NEEDED -
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE -
- 5 PROACTIVE TASK EXCELLENCE -

**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

**SPECIFIC JOB STANDARDS:**

**Job Part:**

**Performance  
Expectation:**

- 1 UNACCEPTABLE -
- 2 IMPROVEMENT NEEDED -
- 3 TASK COMPETENCE -
- 4 TASK EXCELLENCE -
- 5 PROACTIVE TASK EXCELLENCE -

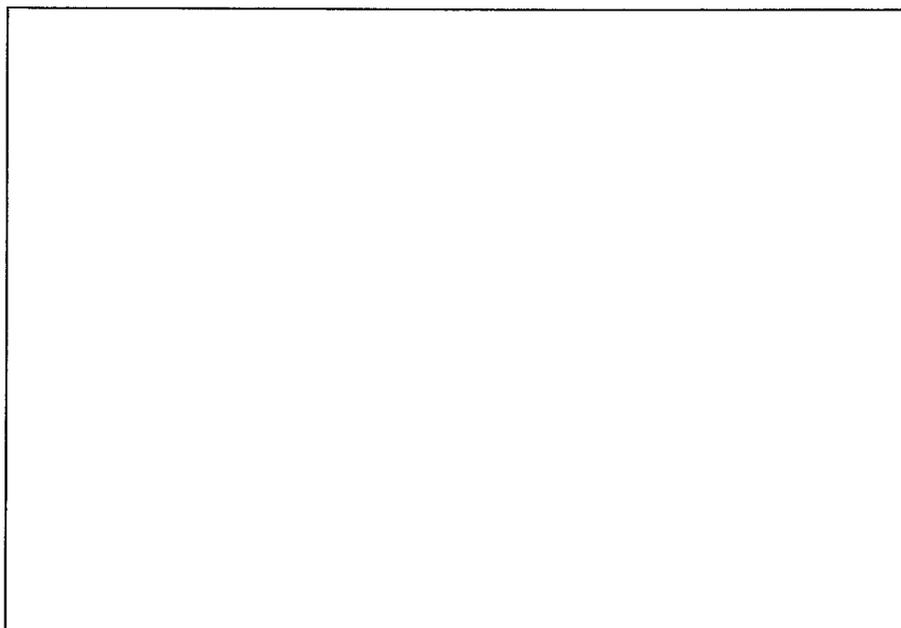
**Rating: (Select 1-5)**

*Ratings must be rounded to the nearest .5*

**Narrative:**

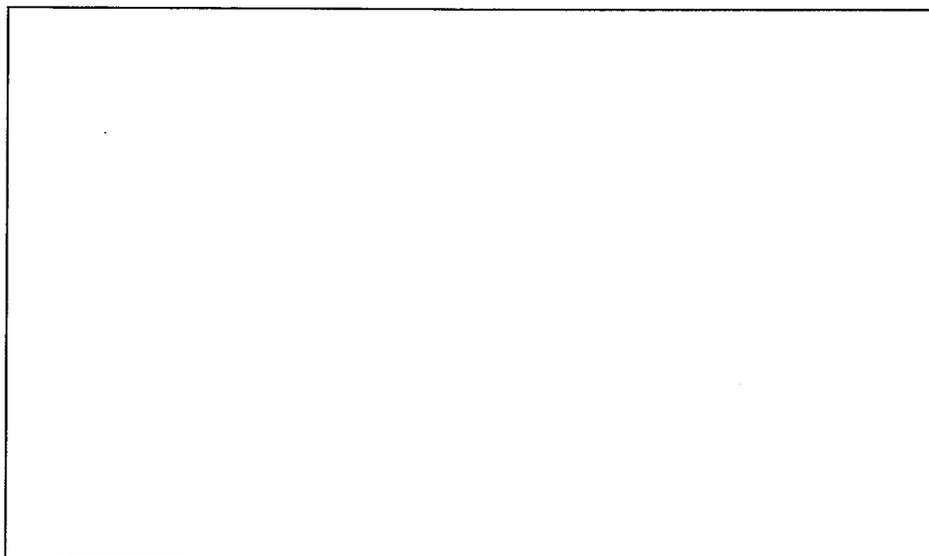
**GOALS**

Please list, or attached to this document, a list of goals you hope to accomplish in the coming year.



**ACCOMPLISHMENTS**

Please list, or attach to this document, significant accomplishments of the past year.



**OVERALL PERFORMANCE RATING:**

*Note: Overall Ratings must be rounded to the nearest .25*

**Overall Rating – General Standards** (Select 1-5)  
Counts 50% of Total

**Overall Rating – Specific Standards** (Select 1-5)  
Counts 50% of Total

**Overall Performance Rating:** (Select 1-5)  
General and Specific

**RECOMMENDATIONS AND COMMENTS:**

**Supervisor Comments:**

**Recommendation for step placement:**      **Select Step**

**Supervisor signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Employee Comments:**

By signing this appraisal I acknowledge that I have read and had an opportunity to discuss the contents with my supervisor. My signature does not necessarily indicate my agreement with the evaluation.

Employee signature \_\_\_\_\_ Date \_\_\_\_\_

-----  
**Department Head Comments:**

**Recommendation for step placement:**      **Select Step**

Department Head signature \_\_\_\_\_ Date \_\_\_\_\_

-----  
**Recommendation for step placement:**      **Select Step**      **Effective date:**

Assistant City Administrator signature \_\_\_\_\_ Date \_\_\_\_\_

REQUEST FOR COUNCIL ACTION

03.15.2016

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**Department Origination:** IT; Public Works

**Agenda Section:** Consent

---

**Agenda Item:** Award contract for the Fixed Network Water Meter Reading System Project to Dakota Supply Group in the estimated amount of \$883,841.33.

---

**Approval Required:** Simple Majority of Vote of the Council

---

**BACKGROUND**

In February, the City advertised for bids for a fixed network water meter reading system. Two vendors submitted proposals, which were reviewed and analyzed by City and TKDA staff. After analyzing initial project costs, 25 year life cycle costs, and contacting references, City and TKDA staff recommends awarding a contract to Dakota Supply Group (DSG). The attached award recommendation letter from TKDA provides a summary of the bid packages.

**FINANCIAL IMPLICATIONS**

The 2016 adopted budget includes \$1.1 million dollars for the fixed network water meter reading system project, with funding from local option sales tax collections. The DSG bid package total, plus the estimated cost of additional recommended meter replacements is \$883,841.33.

Bid package totals were calculated using best estimate quantities. Total project costs will be determined by actual quantities used, based on bid unit pricing, at the completion of the project. In addition, the City will need to acquire some server infrastructure for storage of meter reading data, at a cost to be determined.

**STAFF RECOMMENDATIONS**

Staff recommends awarding a contract for the Fixed Network Water Meter Reading System Project to Dakota Supply Group in the estimated amount of \$883,841.33.

**COUNCIL ACTION REQUESTED**

**MOTION** to award contract for the Fixed Network Water Meter Reading System Project to Dakota Supply Group in the estimated amount of \$883,841.33.

Attached: TKDA Recommendation Letter

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



March 8, 2016

Todd DeBoer  
GIS/IT Director  
13190 Memorywood Drive  
Baxter, Minnesota 56425

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

Dear Mr. DeBoer:

On February 26, 2016, the City of Baxter received proposals for the above referenced project. Proposals were received from two vendors for the replacement of all water meters and summary information is as follows:

	DSG	Ferguson Waterworks
Bid Package "A"	\$567,044.54	\$760,147.81
Bid Package "B" With Outside Radios	\$268,233.79	\$429,208.64
Total	\$835,278.33	\$1,189,356.45

Bid Package "A" includes furnishing the meter products under Schedule No. 1 and Schedule No. 2. Bid Package "B" includes Schedule No. 3 for installation of the meters with an alternate bid item to install the radios on the outside of the building and the installation of the equipment required for the fixed network system and Schedule No. 4 for long term maintenance and extended warranty costs including the alternate bid item for the annual fee for the Vendor hosted equipment. One contract should be awarded to include Bid Package "A" and Bid Package "B."

To determine the 25 year life cycle costs for the expected life of the water metering system, inflation is projected to increase 3.0% per year for future pricing. The total costs are listed in the table below.

City of Baxter  
 Bid Award Recommendation  
 3/8/2016  
 Page 2

**25 Year Life Cycle Costs**

	<b>DSG</b>	<b>FERGUSON WATERWORKS</b>
Schedule 1	\$ 550,174.62	\$ 728,226.62
Schedule 2- Replacement Meters for 25 Years (1.03i)	\$ 527,010.17	\$ 646,500.06
Schedule 3 Installation	\$ 220,292.79	\$ 289,254.64
Add Amount for Outside Radios	\$ 45,791.00	\$ 136,300.00
Schedule 4- Annual Fee Per Year	\$ 2,150.00	\$ 3,654.00
Annual Fee for 25 years (1.03i)	\$ 69,773.70	\$ 118,582.84
Vendor Hosted Fee for 25 Years (1.03i)	\$ 389,434.60	\$ 584,151.91
Cellular Backhaul Fee for 25 Years for 3 collectors (1.03i)	\$ 57,320.07	
Questionnaire- Current Radio Replacement Cost	\$ 73.86	\$ 93.75
Questionnaire- Radio Prorated % at Year 14	40%	45%
All Radios Changeout at year 14	\$ 85,677.60	\$ 122,343.75
<b>Total 25 Year Cost</b>	<b>\$ 1,945,474.55</b>	<b>\$ 2,625,359.82</b>

TKDA has reviewed the Vendor experience, local support available as listed in the bid questionnaires and the life cycle costs associated with the water metering systems. After discussions with City staff we recommend that the City of Baxter award a contract to DSG for their Bid Package "A" and Bid Package "B" proposal for a total of \$835,278.33.

As DSG does not have compound meters for the commercial meters over 2" in size and after discussions with City staff, they would like to change the 3" and 4" meters to vertical turbine meters and the 6" meter to a mag meter for the listed unit prices for those sizes. Also, for the approximately 335 newer Neptune meters, City staff would like to replace these with new meters from DSG so there is only one manufacturer for the meter bodies for the entire City. This will add \$48,563 to the contract amount and will be reflected in the total unit prices at the completion of the project.

The contract award should be based upon unit prices listed in the Bid Package "A" and Bid Package "B" proposals dated February 26, 2016. Pricing for future meter purchases listed in Schedule No. 2 and the extended warranty and maintenance fee listed in Schedule No. 4 should be adjusted based on the changes in the producer price index (PPI) for totalizing fluid meters and counting devices at an index interval of December to December until the year 2040 as specified.

If you have questions or require additional information, please contact me at 651.292.4578.

City of Baxter  
Bid Award Recommendation  
3/8/2016  
Page 3

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew R. Ellingson". The signature is written in a cursive style with some loops and flourishes.

Matthew R. Ellingson, P.E.  
Project Engineer

## REQUEST FOR COUNCIL ACTION

May 7, 2016

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**Department Approval:** Community Development

**Agenda Section:** Consent

---

**Item Description:** Approve WSB proposal to order Traffic Review and Analysis for the Elder Drive, Glory Road and State Highway 371 Area in the amount of \$4,450.

---

**Approval Required:** Simple Majority of Vote of the Council

---

### **BACKGROUND**

On March 2, 2016, WSB prepared the attached Traffic Engineering Review and Analysis Proposal for the Elder Drive, Glory Road and State Highway 371 Area. The proposal was prepared in advance of an anticipated commercial development application by Central Lakes Properties, LLC. The developer has not yet submitted a development application for review but would like to move forward with the traffic review at this time.

Staff has determined that there is a need for a traffic review before reviewing a development request. The a traffic review should be completed in order to consider land uses in the area and analyze items such as: 1) past traffic studies; 2) development plan review; 3) current traffic volume data; 4) level of service on roadways; 5) access locations; and 6) required roadway improvements, turn lanes, etc.

### **FINANCIAL IMPLICATIONS**

Attached is a proposal from WSB to complete the traffic study for the amount of \$4,450. Attached is a financial commitment letter from HJ Development, indicating that they will pay for the traffic review.

### **STAFF RECOMMENDATIONS**

Staff recommends that the City Council approve the WSB Traffic Engineering Review and Analysis Proposal in the amount of \$4,450 to be paid by HJ Development.

### **COUNCIL ACTION REQUESTED**

Approve the WSB proposal to order Traffic Engineering Review and Analysis for the Elder Drive, Glory Road and State Highway 371 Area in the amount of \$4,450 to be paid by HJ Development.

Attachments:

1. WSB Traffic Study Proposal
2. HJ Development Financial Commitment Letter



hj development

COMMERCIAL REAL ESTATE • MANAGEMENT AND DEVELOPMENT

March 7, 2016

Josh Doty  
City of Baxter  
13190 Memorywood Drive  
Baxter, MN 56425

Subject: Traffic Engineering Review and Analysis Cost Commitment Letter for the Elder Road,  
Glory Road and Highway 371 Area

Dear Mr. Doty:

This letter is to acknowledge that I have received a copy of the March 2, 2016 Traffic Engineering Review and Analysis Proposal prepared by WSB for the Elder Road, Glory Road and Highway 371 Area. I hereby agree to pay \$4,450 to complete the traffic review and analysis.

Please let us know in advance of when you need a check to be prepared and submitted to the City of Baxter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Moe', written over a horizontal line.

Chris Moe  
HJ Development



March 2, 2016

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

Re: Traffic Engineering Review and Analysis Proposal  
HJ Developments – Central Lakes Crossings  
City of Baxter, MN

Dear Mr. Walter:

WSB & Associates, Inc. (WSB) is pleased to submit this proposal to prepare a Traffic Engineering Review and Analysis for a part of the Central Lakes Crossing Master Plan being proposed by HJ Development. The proposed development consists of two areas; one south of the existing Costco store between Elder Drive and Elmwood Drive, and the other located south of Glory Road east of Walmart.

The City prepared the Elder Drive/Isle Drive Transportation Study that analyzed the impacts of anticipated area developments and recommended roadway improvements. Since the completion of the Study in March 2013 several developments have occurred as well as several transportation improvements have been completed.

The Traffic Engineering Review and Analysis for the proposed developments will be conducted to determine how they would impact the surrounding transportation system based on previously completed analysis and recommendations. With this understanding of the project we have developed a Scope of Work and Cost Estimate to complete the review and analysis. Listed below are the proposed major elements of each work task.

**Scope of Work**

**Task 1 – Data Collection:** WSB will collect available data from the City of Baxter and developer. This will include proposed site plans and proposed improvement plans in electronic format. In addition updated traffic volume data will be collected at the following intersections and roadway segments:

- Elder Drive at Forthun Road
- Elder Drive at Garrison Road
- Elder Drive at Glory Road
- Glory Road at Walmart East Access
- Glory Road at TH 371

**Task 2 – Traffic Review:** Based on the proposed area Site Plan's and updated traffic volumes a Traffic Review and Analysis will be conducted of the area transportation facilities. This will include comparing the proposed development plans with the assumptions in the Isle Drive/Elder Drive Transportation Study approved by City Council on March 5, 2013.

Mr. Trevor Walter  
March 2, 2016  
Page 2

**Task 3 - Traffic Analysis** – Based on the comparison of the development data the traffic operations analysis will be confirmed and/or updated. The daily and PM peak hour peak hour traffic operations analysis will be conducted at the impacted key intersections. The purpose of the analysis will be to determine whether the forecasted traffic at the intersections and/or driveways will experience any additional delay or safety impacts as a result of the proposed developments. Based on the results of the traffic analysis updated mitigation measures will be recommended and analyzed if necessary to show potential improvements to the roadway system.

**Task 4 - Report Preparation** - A draft and final report documenting the data collection, study methodology, traffic review and analysis, conclusions and recommendations will be prepared. The report will be prepared and submitted to the City for review and comment. Following receipt of comments, a final report will be prepared and submitted to the City for final approval.

**Task 5 - Meetings** - WSB & Associates, Inc. would be available to attend any meetings that are necessary to discuss or present the Traffic Review and Analysis. Three (3) meetings are assumed as part of this proposal, one with the City staff, one with the Utility Commission and one with the City Council. If additional meetings are required, WSB would bill those costs at our standard hourly rates.

**Cost**

Based on the above scope of work the estimated cost for each task is outlined below.

Task 1 – Data Collection	\$1,250
Task 2 – Traffic Review	\$750
Task 3 – Traffic Analysis	\$1,500
Task 4 – Report Preparation	\$500
Task 5 - Meetings	\$450
<hr/> Total Project Cost	<hr/> \$4,450

WSB & Associates, Inc. will bill the City of Baxter for the actual hours worked at each employee classification times the current WSB hourly rates for that employee classification up to the maximum of \$4,450.

Once again, we appreciate the opportunity to assist the City of Baxter in the completion of this project. If you have any questions regarding our proposal, please contact me at 763-287-7183.

Sincerely,

**CITY OF BAXTER**

*WSB & Associates, Inc.*



Charles T. Rickart, PE, PTOE  
Project Manager/Principal

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Its

\_\_\_\_\_  
Date

cc: Josh Doty, City of Baxter

## REQUEST FOR COUNCIL ACTION

March 9, 2016

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**Department Origination:** Community Development &  
Public Works Department

**Agenda Section:** Consent

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**Agenda Item:** Approve a 2016 budget amendment for the Construction of the Oscar Kristofferson Park Pavilion in the amount of \$82,570.34 and award construction bid to Baratto Brothers Construction, Inc. in the amount of \$189,000

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**Approval Required:** Simple Majority of Vote of the Council

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### **BACKGROUND**

The City is requesting a 2016 budget amendment for the Construction of the Oscar Kristofferson Park Pavilion in the amount of \$82,570.34 and to award the construction bid to Baratto Brothers Construction, Inc. in the amount of \$189,000. On February 2, 2016, the City Council approved the Plans and Specifications for the Oscar Kristofferson Park Pavilion and Kitchen and authorized staff to advertise for bids. The bids were advertised and obtained on Tuesday, March 1, 2016. The low bid was from Baratto Brothers Construction, Inc. in the amount of \$189,000. Additionally, the cost for the City of Baxter provided items for the project is \$143,570 for total project cost of \$332,570. The 2016 budget identified that the estimated cost for the pavilion would be \$250,000 to come out of the park dedication budget.

There are several factors why the costs came in over the 2015 estimate. Staff used the previous Whipple Beach Pavilion Project as the basis for the 2015 estimate. The Oscar Kristofferson Park pavilion ended up being processed through public bidding whereas; the Whipple Beach pavilion project was completed through State Contract Bids. With the Oscar Kristofferson Pavilion Public Bidding process, the City's permit fees and SAC and WAC fees were part of the bid. With the state bid on the Whipple Beach Pavilion project, these costs were not listed. Therefore, there is a perceived difference in cost of approximately \$30,000. The City Finance department did ultimately complete an internal transfer to account for these City's permit and SAC and WAC fees but were not part of the upfront costs on the Whipple Beach pavilion.

The Oscar Kristofferson Park Pavilion project ended up having other additional costs that were not accounted for in the 2015 estimate. Specifically, the project requires a re-route of electrical and a new outdoor drinking fountain totaling \$11,000. The remaining cost increase of \$39,000 is related to an increase in bidding. The attached award letter from WSN indicates that the construction industry in our region is currently responding to a large amount of projects out for bid, with multiple competitive bids for projects.

**FINANCIAL IMPLICATIONS**

Staff estimated the total cost of the pavilion would be \$250,000. The low bid was from Baratto Brothers Construction, Inc. in the amount of \$189,000. Additionally, the cost for the City of Baxter provided items for the project is \$143,570 for total project cost of \$332,570. The total project cost would come out of the park dedication budget.

**RECOMMENDATION**

Staff recommends approval of a 2016 budget amendment for the Construction of the Oscar Kristofferson Park Pavilion in the amount of \$82,570.34 and recommends to award construction bid to Baratto Brothers Construction, Inc. in the amount of \$189,000.

**COUNCIL ACTION REQUESTED**

**Motion** to approve a 2016 budget amendment for the Construction of the Oscar Kristofferson Park Pavilion in the amount of \$82,570.34

**Motion** to award construction bid to Baratto Brothers Construction, Inc. in the amount of \$189,000

**Attachments**

- 1) WSN Award Letter
- 2) Bid Abstract
- 3) Total Estimated Project Budget

March 7, 2016

Mayor and City Council  
City of Baxter  
13190 Memorywood Drive  
Baxter, MN 56425



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

Re: Architect's Letter of Recommendation for Bid Award  
Oscar Kristofferson Park Picnic Pavilion  
WSN 0102B0372.000

218.829.5117  
218.829.2517  
Brainerd@wsn.us.com

[WidsethSmithNolting.com](http://WidsethSmithNolting.com)

Dear Mayor and City Council:

Pursuant to authority of the City Council and after proper legal advertisement, bids for the above referenced project were obtained at 11:00 A.M., in the Baxter City Hall on Tuesday, March 1, 2015.

The following five bids were received:

Baratto Brothers Construction, Inc.	\$189,000.00
Hy-Tec Construction of Brainerd, Inc.	\$204,500.00
Eagle Construction Co., Inc.	\$241,770.00
Chester Contracting, Inc.	\$255,000.00
Nor-Son, Inc.	\$265,394.00

All bids were conforming to the plans, specifications and advertisement with the exception of the high bid due to their omission of the City of Baxter Authorization to Release Information Form. Although the construction industry in our region is currently responding to a large amount of projects out for bid, multiple competitive bids were submitted for this project. The bid totals are listed above and in the attached Tabulation of Bids.

We recommend the Council review project costs with staff to determine if the project is economically feasible, based on the estimate provided by the City of Baxter during the July 7, 2015 City Council work session and the current 2016 budget for this project. If the Council decides to move forward, we recommend the contract be awarded to Baratto Brothers Construction, Inc., the lowest responsive and responsible bidder, on the basis of the lump sum bid as listed in the Bid Form and Bid Tabulation. WSN has worked with Baratto Brothers Construction, Inc. on other commercial projects which includes the Country Inn & Suites interior remodel project located in Baxter during the fall of 2014 through the spring of 2015. We have retained all bid bonds and original bid forms of all bidders. The following are enclosed for your files:

- Copy of the Bid Tabulation
- Original bidding documents of the remaining bidders
- Current 2016 Budget

If you have any questions regarding the award process, project costs or bids please do not hesitate to give us a call.

Sincerely,

WIDSETH SMITH NOLTING

Mike Angland, AIA, LEED AP

Enc.

Cc. Trevor Walter, City of Baxter  
Aric Welch, P.E., WSN, Kevin Wernberg, P.E., WSN  
WSN File

Widseth Smith Nolting & Assoc., Inc.

BID ABSTRACT

March 1, 2016 11:00 a.m.

Oscar Kristofferson Park Picnic Pavillion City of Baxter Baxter, MN WSN Project No. 0102B0372.000 Bidder:	Lump Sum Bid	Responsible Contractor Certification and Response Form	City of Baxter Authorization to Release Information Form	5% Bid Security	Addendum No. 1
Baratto Brothers Construction, Inc. 13872 Shafer Road Crosslake, MN 56442	\$189,000.00	Yes	Yes	Yes	Yes
Hy-Tec Construction of Brainerd, Inc. 11360 Business 371 P.O. Box 621 Brainerd, MN 56401	\$204,500.00	Yes	Yes	Yes	Yes
Eagle Construction Co., Inc. 515 - 9th Avenue NW Little Falls, MN 56345	\$241,770.00	Yes	Yes	Yes	Yes
Chester Contracting, Inc. 2590 45th Ave. SE Willmar, MN 56201	\$255,000.00	Yes	Yes	Yes	Yes
Nor-Son, Inc. 7900 Hastings Road Baxter, MN 56425	\$265,394.00	Yes	No	Yes	Yes

I hereby certify that this tabulation is a true and correct copy of the bids for the Oscar Kristofferson Park Picnic Pavillion.

  
 Michael J. Angland      45375      3/1/16  
 Reg. No.      Date

## 2016 Oscar Kristofferson Park Estimated Current Budget

### City of Baxter Provided Items

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Picnic Shelter Materials	\$80,345.04
Engineering Design & Construction	\$10,850.00
Kitchen Roofing Materials	\$875.00
Irrigation Materials	\$4,200.00
Irrigation Plumber (Parts & Labor)	\$750.00
Irrigation Rental Equipment	\$510.00
(2) Grills (1) Hot Coal Dispenser	\$662.00
Safety Fencing for Grill	\$250.00
(15) Trees	\$6,750.00
(400) Black Dirt	\$8,745.55
Disposal of Existing Concrete	\$2,700.00
(20) Boulders	\$2,100.00
Seed and Sod	\$3,910.00
Kitchen Hand dryer	\$513.00
Kitchen Fire extinguisher	\$86.50
Kitchen Towel Dispenser	\$67.00
Kitchen Soap Dispenser	\$42.00
Kitchen Garbage Dispenser	\$296.00
Kitchen Range	\$860.00
Kitchen Refrigerator	\$701.00
Kitchen Freezer	\$1,440.00
Kitchen Prep Counter & Shelf	\$890.00
Kitchen Range Hood	\$429.00
Kitchen Backsplash	\$445.00
Kitchen Fixtures	\$632.00
Water Fountain	\$3,621.15
Facility Signage	\$180.00
Contract labor Skidsteer & Trucking	\$4,000.00
Additional Electrical Work for 200 Amp Panel	\$6,500.00
MN DOLI State Plumbing Review	\$220.00
<b>Sub Total</b>	<b>\$143,570.24</b>

### Baratto Brothers Construction, Inc.

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SAC & WAC Fees	\$24,375.00
Building Permit Fee	\$2,663.69
Base Bid Without Permit Fees	\$161,961.31
<b>Sub Total</b>	<b>\$189,000.00</b>

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<b>Total</b>	<b>\$332,570.24</b>
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REQUEST FOR COUNCIL ACTION

03/15/16

Department Approval: Finance Director Vacinek 

Agenda Section: Consent

Approval Required: Simple Majority Vote of the Council

Item Description: Acknowledge Receipt of Baxter’s Share of the 2015 Public Transit Service Cost with the City of Brainerd

**BACKGROUND**

In 2007 the city approved entering into a transit service agreement with the City of Brainerd to increase service to five days per week. Five day service began in June 2007. At the time, it was estimated Baxter’s cost, after deducting for the MNDOT grant and ridership revenues would be approximately \$4,700 for the year. Baxter’s contribution has ranged from no contributions in 2009 and 2010 to a high of \$4,717 in 2011. The 2013 and 2014 annual contributions were \$1,912 and \$1,043, respectively. Revenues were sufficient in 2009 and 2010 to cover the annual costs. MNDOT performs an annual desk audit of the actual results of the operation. When operating surpluses occur, they are returned to MNDOT – in effect, the grant funding is reduced.

For reference, attached is the invoice illustrating the allocation of the operating and capital expenditures and offsetting MNDOT funding revenues and Baxter’s portion of ridership revenues, fuel tax refund, and advertising. Also attached are the transit letter describing the 2015 program and the Baxter Residential Ridership Graph, updated for 2015. A graph has not been provided the last two years, but the 2013 graph was revised to add the 2014 and 2015 reported ridership of 9,226 and 8,145 Baxter residents, respectively, for illustrative purposes. Ridership peaked in 2010 fell slightly the following two years before increasing slightly in 2013 and decreasing again in 2014 and 2015. Ridership revenue decreased to \$16,290 for 2015 from \$22,154 in 2014, or 26.5%.

**FINANCIAL IMPLICATIONS**

As shown on the attached invoice, Baxter’s cost for the 2015 service is actually a refund of \$377.17. Baxter’s share of the operating and capital costs is set at 12% of the corresponding total costs. Last year, the total transit operating costs were \$920,075, compared to \$881,425 for 2015. The MNDOT grant covered about 85% of the operating costs in both 2014 and 2015, up from 81% in 2013. In 2015, net capital costs were \$14,870 (\$139,435 for a new bus less state and county funding of \$124,564). Crow Wing County contributed \$13,017 for the cost of the larger bus in 2015. The net local share of capital costs decreased from \$55,293 in the prior year. Last year two buses were replaced, along with the acquisition of surveillance equipment and ride scheduling software.

After applying Baxter’s 12% share to the net operating and capital costs and deducting 2015 Baxter ridership revenue, the total amount due before other revenues is \$1,360.10. An overall \$8,694.25 fuel tax refund and advertising revenues of \$5,783.00 were applied at the same 12% operating contribution rate, reducing Baxter’s share by \$1,043.31 and \$693.96, respectively. For 2015, the net effect is a credit of \$377.17. The fuel tax refund and advertising revenues were new for 2015. The City of Brainerd has indicated it will be issuing Baxter a refund check in the amount of \$377.17.

The General Fund's budget typically accounts for the expenditure to cover the Dial-A-Ride program's operating and capital deficits. Future operations and the city's contribution are highly dependent upon the collected annual fares, continued MNDOT funding, and operating costs containment. Operating costs will be particularly influenced by oil market volatility and future MNDOT funding.

**STAFF RECOMMENDATION**

Finance Director Vacinek recommends acknowledging the \$377.17 refund from Brainerd for the 2015 public transit service as provided by the contract between the two cities.

**COUNCIL ACTIONS REQUESTED**

Motion to acknowledge receipt of Baxter's share of the 2015 transit service and refund of \$377.17.

**ATTACHMENTS**

2015 Transit Service Invoice Illustrating Share of Costs and Funding  
Baxter Residential Ridership Graph, 2004-2015  
Transit Letter Describing 2015 Activities



# BRAINERD & CROW WING PUBLIC TRANSIT



## Invoice

<b>DATE</b>	<b>INVOICE NO.</b>
3/4/16	2654 *corrected*

<b>BILL TO</b>
City of Baxter 13190 Memorywood Dr Baxter, Min 56425

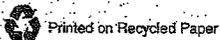
<b>SHIP TO</b>

DESCRIPTION			AMOUNT
<b>2015 City of Baxter Transit Operating</b>			
Total Operating Costs		\$881,424.99	
MnDOT 85% funding	0.85	-\$749,211.24	
Total Local Share		\$132,213.75	
Baxter 12% share	0.12		<b>\$15,865.65</b>
<b>2015 City of Baxter Transit Capital</b>			
Total Cost of one class 500 bus		\$139,434.88	
MnDOT 80% funding	0.8	-\$111,547.90	
Note: CWC paid LS for the upsize to a 500 series bus	CWC	-\$13,016.58	
Total Local Share		\$14,870.40	
Baxter 12% Share	0.12	\$1,784.45	<b>\$1,784.45</b>
Baxter Revenues fuel tax refund	0.12	\$8,694.25	<b>-1043.31</b>
Baxter Revenues from rides	\$2.00	8,145	<b>-\$16,290.00</b>
Baxter Revenues advertising	0.12	5783.00	<b>-693.96</b>
<b>Total</b>			<b>-\$377.17</b>

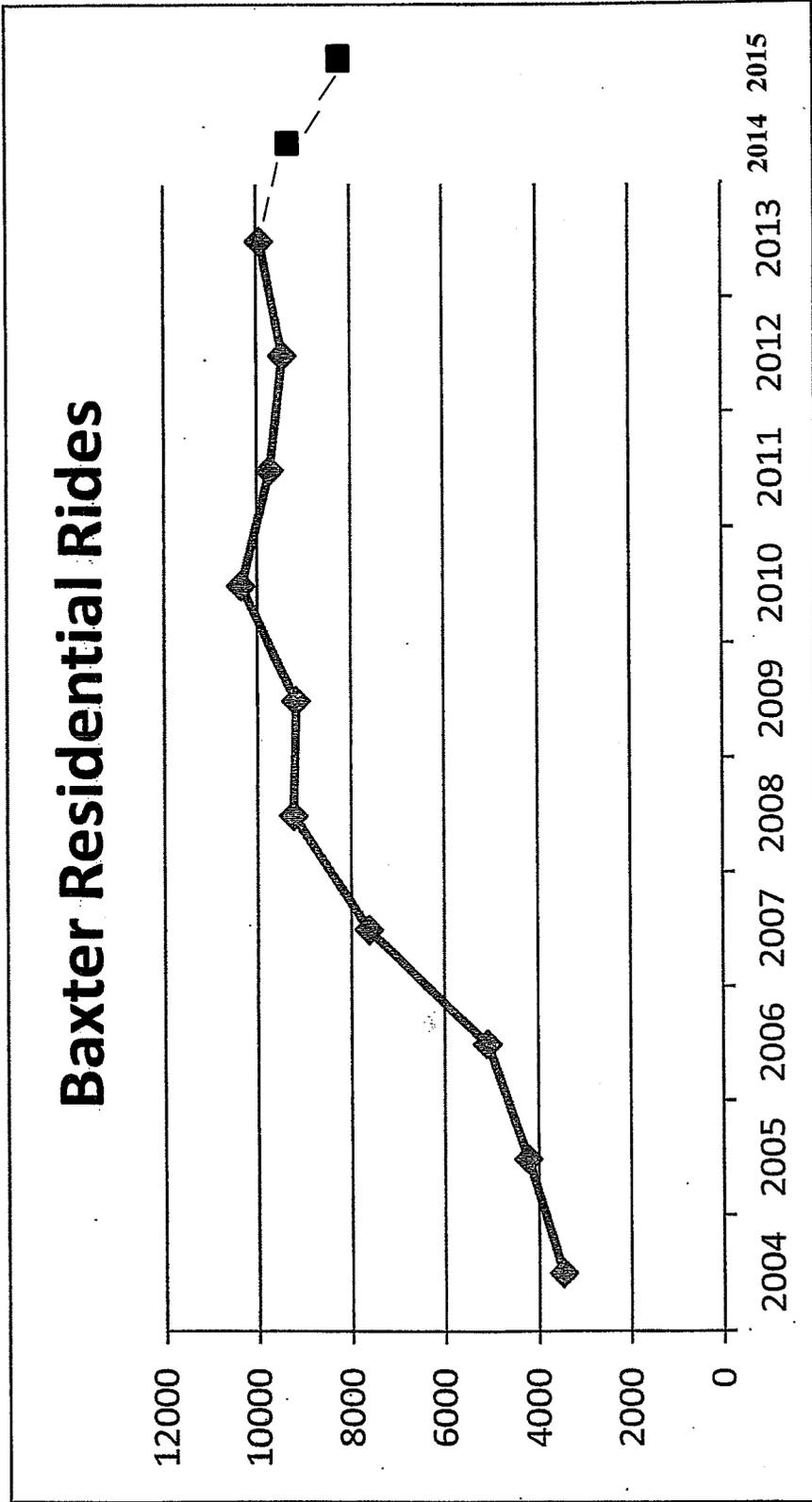
*Thank You!*

**203-33600**

City Hall, 501 Laurel Street • Brainerd, Minnesota 56401  
Transit Coordinator Direct Line/Fax: 218-828-6172 • Dispatch: 218-825-7433 or 866-925-7433



Equal Opportunity Employer





## BRAINERD & CROW WING PUBLIC TRANSIT



3/4/2016

Honorable Darrel Olson  
Mayor, City of Baxter  
13190 Memorywood Drive  
Baxter, MN 56425

Dear Mayor Olson,

In 2015 Brainerd & Crow Wing Public Transit (BCW) provided 81,870 rides with 8145 of those being Baxter residents or 9.9487%. BCW continues to be committed to providing a cost effective and efficient public transit system throughout our service area. The demand for transit services continues to grow in the Brainerd/Baxter area and we are striving to meet the need through hard work and innovation.

During 2015 BCW added a new 500 series to the fleet which is serving both the city and county. This bus is much larger than the others with a capacity of 33 seats. BCW is 100% immersed in RouteMatch, our new dispatching software. With computer assisted scheduling, we have realized productivity efficiencies and a better service on the street

Serving the ridership needs will be front and center in 2016. Working together with our transit partners and MN/DOT staff we will be coordinating, consolidating and expanding transit services between the City of Brainerd, the City of Baxter, the City of Pine River and Crow Wing County. Our primary focus continues to be "cost effective & increased access" to affordable, safe and dependable public transportation in 2016.

We appreciate the continued partnership with the City of Baxter and thank you for your support.

Sincerely,

City of Brainerd

  
Andy Stone  
Transit Coordinator

City Hall, 501 Laurel Street • Brainerd, Minnesota 56401  
Transit Coordinator Direct Line/Fax: 218-828-6172 • Dispatch: 218-825-7433 or 866-925-7433

**CITY OF BAXTER MINNESOTA  
RESOLUTION 2016-018**

**RESOLUTION RECEIVING FEASIBILITY REPORT AND CALLING HEARING ON  
IMPROVEMENT FOR THE 2016 DELLWOOD DRIVE IMPROVEMENT PROJECT**

WHEREAS, pursuant to a resolution the council adopted February 16, 2016, a report has been prepared by Widseth Smith Nolting with reference to Improvement Number 4115, the improvement of Dellwood Drive between Novotny Road to CSAH 49 (Wise Road); this report was received by the council on March 15, 2016; and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BAXTER, MINNESOTA:

1. The council will consider the improvement of such streets in accordance with the report and the assessment of abutting properties located on Dellwood Drive from Novotny Road to CSAH 49 (Wise Road) for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$106,587.
2. A public hearing shall be held on such proposed improvement on Tuesday, March 29, 2016 in the council chambers of the city hall at 6:00 p.m. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

**Whereupon, said Resolution is hereby declared adopted on this 15<sup>th</sup> day of March, 2016.**

\_\_\_\_\_  
**Darrel Olson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kelly Steele, Assistant City Administrator/Clerk**

*City Seal*

**UTILITIES COMMISSION**

**March 2, 2016**

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

MEMBERS PRESENT: Commissioners Jack Christofferson, Shawn Crochet, Dave Franzen, Doug Wolf, and Chairman Rock Yliniemi.

MEMBERS ABSENT: Council Liaison Mark Cross.

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

OTHERS PRESENT: WSN Consulting Engineer Aric Welch and WSN Consulting Engineer Tim Ramerth.

**APPROVAL OF MINUTES**

**MOTION** by Commissioner Crochet, seconded by Commissioner Wolf to approve the Utilities Commission minutes of February 3, 2016. Motion carried unanimously.

**2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 4**

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 4 for the 2015 Dellwood Drive, Novotny Road, Inglewood Drive and Independence Road Improvements Project with the commission. WSN Consulting Engineer Welch had no concerns with Partial Pay Estimate No. 4 and recommends approval.

**MOTION** by Commissioner Franzen, seconded by Commissioner Crochet to recommend City Council approve the R. L. Larson Excavating Partial Pay Estimate No. 4 in the amount of \$15,634.69 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project. Motion carried unanimously.

**WSN PROPOSAL FOR ENGINEERING SERVICES FOR THE ISLE DRIVE OFFICE PARK STORMWATER MANAGEMENT PLAN UPDATE**

WSN Consulting Engineer Welch reviewed the proposal to update the Stormwater Management Plan for the Isle Drive Office Park area. The plan will also include preliminary stormwater management layouts for the future road extension of Falcon Drive and development.

The proposed scope of services includes the following:

- Meet with City staff to define the study area and identify the study parameters.
- Research and gather existing information to the study area.
- Update the existing basemap using available property record drawings, aerial photos and topography information.

- Re-delineate the drainage areas within the study area.
- Visit the study area to ground truth and confirm the delineation.
- Calculate the 100-year stormwater runoff volumes.
- Define stormwater outlet locations.
- Layout necessary storm sewer piping and ditching improvement options.
- Coordinate outlet locations and piping/ditching alignments with future roadway improvements.
- Compile and summarize findings in a Stormwater Management Plan.
- Present the report to the Utilities Commission and Council.

WSN proposes to perform the services described above on an hourly basis for the Not to Exceed amount of \$4,250.00.

Public Works Director/City Engineer Walter informed the commission this information on 100 year storm elevations is need along with the new FEMA mapping in the areas along Isle Drive and Falcon Drive. This information assists staff with marketing on city owned parcels and private parcels in the area.

**MOTION** by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the WSN Proposal for Engineering Services for Isle Drive Office Park Stormwater Management Plan Update in the Not to Exceed Amount of \$4,250.00. Motion carried unanimously.

#### **WSN MILL AND OVERLAY IMPROVEMENTS PROJECT MONTHLY UPDATE**

WSN Consulting Engineer Welch informed the commission the kick-off meeting was held on January 22, 2016. City staff has been working on checking the condition of storm and sanitary manholes and gate valves. All manholes and storm structures have been checked and information has been passed on to the engineer by City staff. All but two of the existing water gate valves have been checked. The remaining two valves could not be checked because ice inside the valve box prevented them from being keyed.

Due to snowfall events, it has been difficult to schedule Braun to complete the Ground Penetrating Radar (GPR) investigation. The streets need to be cleaned and dry to obtain accurate results and staff has been working to assist with cleaning of the roadways. After Braun is able to complete the GPR the coring study will follow with coring locations determined by the GPR results.

Work on the feasibility report and design is about 80% complete. The results from the GPR are needed to verify the pavement rehabilitation recommendations prior to finalizing the report and plans.

The schedule has slipped a bit due to weather and inability to complete the GPR investigation. To keep the project on schedule, Mr. Welch is requesting a special Utilities Commission meeting

on March 16, 2016 to review the feasibility report. The special meeting should allow WSN to keep the original planned bidding and construction start dates.

**MOTION** by Commissioner Franzen, seconded by Commissioner Crochet to set a special Utilities Commission meeting on March 16, 2016 at 5:30 p.m. Motion carried unanimously.

**WSN STORMWATER MAINTENANCE PLAN FOR DITCH CLEANING ON DELLWOOD DRIVE AND T.H. 210**

Public Works Director/City Engineer Walter informed the commission the stormwater from the MnDOT ditch is backing up into Aldi's storm water chamber system located under their parking lot.

WSN Consulting Engineer Welch explained the apron in the ditch is set 3-feet below the ditch which is causing the water to build up before it can drain. The drainage system needs to be cleaned to remove the settlement that has built up over the years in MnDOT TH 371 ditch and a weir will need to be installed in one of the upstream storm sewer catch basins. The weir will force the water to pond in MnDOT's ditch.

The weir will be fabricated and installed by City staff which will assist with keeping any associated costs down. Commissioner Crochet inquired if MnDOT would participate with the project. Public Works Director/City Engineer Walter stated he will contact the local office for participation but is expecting MnDOT to say that it is 100% City cost.

WSN Consulting Engineer Welch stated there are underground utilities which could be impacted by the cleaning the TH 371 ditch.

**WSN DRAFT FEASIBILITY REPORT FOR THE CROW WING COUNTY 2016 DELLWOOD DRIVE RECONSTRUCTION PROJECT**

WSN Consulting Engineer Welch reviewed the roadway improvements being considered on Dellwood Drive from Novotny Road to C.S.A.H. 49 (Wise Road). The roadway in the project area is currently under the jurisdictions of the City of Baxter (50%), Crow Wing County First Assessment District (FAD) (25%) and the City of Brainerd (25%) based on current municipal boundaries. Three parcels abutting the roadway are currently within the Baxter municipal limits and the remaining parcels are located in the First Assessment District (Unorganized Territory) of Crow Wing County and the City of Brainerd. The parcels in the City of Baxter are currently zoned Regional Commercial (C-2), Office Service (OS) and Special Residential/Cluster (RS).

Recently, Crow Wing County applied for and secured a grant through the Local Road Improvement Program (LRIP) for upgrading the roadway. Planned improvements include widening the roadway, increasing the design strength of the roadway and securing a defined right-of-way corridor. As a result of the varying jurisdiction in the project, the City of Baxter would have a share of the proposed costs

Existing Conditions

The project area is along Dellwood Drive between Novotny Road and C.S.A.H. 49 (Wise Road), a distance of approximately ½ mile. The existing roadway is a rural (no curb/gutter) bituminous surfaced roadway approximately 24 feet in width. Drainage is handled by swales located on either side of the paved surface. No major improvements have been done to the road for many years and the roadway is in poor condition. The City of Baxter “Comprehensive Pavement Management System”, prepared by Bolton & Menk, Inc. and dated June 18, 2013, did not review this area since it was maintained by Crow Wing County at the time of the evaluation.

Proposed Improvements

Proposed improvements consist of complete reconstruction of the roadway. The proposed roadway section consists of bituminous surfaced 12’ travel lanes and 6’ shoulders/bike lanes in each direction for a total width of 36’ edge-to-edge with a 10’ clear zone along the edges. Drainage will be controlled via swales on both sides of the roadway. In addition, Crow Wing County is securing a defined 80’ right-of-way corridor for the roadway.

Estimated Project Costs

The total estimated construction cost for the proposed improvements is \$333,457 as provided by Crow Wing County. The LRIP grant was \$214,695 making the local portion of the project \$118,762. It should be noted that the grant amount is a maximum and is fixed as long as the grant amount does not exceed 90% of the construction costs. If bids come in higher than the estimates, the local share would increase. If bids are considerably lower than the estimates, the grant amount could cover up to 90% of the bid amount.

The proposed breakdown of the cost shares is as follows:

Total Estimated Construction Cost	\$333,457
LRIP Grant Amount:	<u>\$214,695</u>
Local Share of Construction Cost	\$118,762

City of Baxter Share (50%): \$59,381  
 County FAD/City of Brainerd Share (50%): \$59,381

Please note, the above costs only reflect construction costs and do not include soft costs such as engineering, administration, legal and right-of-way acquisition. Costs can vary widely depending upon many factors such as weather, economic conditions, size of project, and the workload of available contractors. Costs presented above were determined by the Crow Wing County Highway Department and are based on estimated 2015 construction costs. Actual costs can only be determined by bidding the project.

Project Implementation

This review only pertains to the estimated City of Baxter costs and no review was done for any proposed County costs. Funding of the City of Baxter share will be obtained via City contribution and special assessments to benefited property owners. All estimated assessments

were determined in accordance with the current version of the “City of Baxter – Assessment Policy for Public Initiated Improvements”. Based on the current City assessment policy, all costs for roadway maintenance activities (FDR or Mill and Overlay), up to a maximum of 44’ in width, would be assessed to the benefitted property owners with no City contribution.

Since parcels in the project area vary significantly in size and use, the “Front Foot” assessment method was utilized. To calculate “front footages” for each parcel, the right-of-way line was offset 35’ into C-2 and OS properties and 40’ into RS properties to minimize discrepancies associated with angular lots. An attached sketch shows the calculated “front footages” for each parcel in the municipal limits within the project area.

For purposes of this report two scenarios were reviewed for estimating assessments. Method 1 calculates the assessed costs based on the actual project costs incurred by the City. 100% of the projects costs are assessed to the benefitting properties.

Method 1 - Assessments Based on Actual City Costs:

Estimated City Share of Construction Cost (50% of total construction cost):	\$59,381
Estimated City Share of Clearing and Grubbing:	\$2,775
Estimated Engineering Cost (18% of total construction cost share):	\$30,011
Estimated City Engineering Cost:	\$3,500
Estimated Legal, Financing and Other Costs:	\$2600
<u>Estimated Right-Of-Way Cost:</u>	<u>\$8,320</u>
Total Estimated City Of Baxter Project Cost:	\$106,587
Estimated Assessable Footage:	2,539
Estimated Cost per Assessable Foot:	\$41.98
 Total City Cost:	 \$0.00

The second assessment review was conducted because Crow Wing County is proposing complete reconstruction of the roadway. These improvements are significantly more involved than normal pavement maintenance procedures that typically would be undertaken by the City in accordance with the pavement management plan. The recommended maintenance activity for Dellwood Drive would be full-depth reclamation (FDR) based on the following:

- Existing pavement condition warrants FDR maintenance.
- The existing zoning is 50% RS and 50% OS/C-2.
- There is no existing commercial development along the roadway and widening/upgrading to a commercial roadway section would not be warranted at this time based on existing traffic volumes and traffic generation from adjacent properties.

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The estimate prepared was based on the existing 24' foot wide roadway with no consideration for the additional width being proposed by Crow Wing County. This estimate reflects the costs the City would likely incur if the roadway was maintained in accordance with the recommended standard pavement management techniques.

Method 2 - Assessments Based Normal City Roadway Maintenance (FDR):

Estimated FDR Construction Cost:	\$54,791
Contingencies (10%):	<u>\$5,479</u>
Subtotal:	\$60,270
Estimated Engineering, Legal and Administrative (20%):	<u>\$12,054</u>
Total Estimated City Of Baxter Project Cost:	\$72,324
Estimated Assessable Footage (both sides of roadway):	2,539
Estimated Cost per Assessable Foot:	\$28.49
Estimated Actual Project Cost:	\$104,487
Estimated Assessed Cost (see Assessment Calculation Worksheet):	\$72,324
Estimated City Cost:	\$32,163

A copy of the cost estimates and assessment calculations is attached to this document.

Conclusions and Recommendations

This memorandum studied the feasibility of upgrading Dellwood Drive as part of the proposed Crow Wing County project. All proposed improvements considered were as recommended by Crow Wing County and in conjunction with their LRIP grant. The only other option considered was the "Do Nothing" approach which was eliminated from detailed consideration since the County has undertaken the project and been awarded the grant funding.

It is recommended assessments be based on the lower of the two assessment methods presented. Based on preliminary estimates, Method 2 – FDR has the lowest per foot assessment cost. This recommendation is based on the fact that roadway would likely not have been widened if the County had not pursued the project and been successful in securing the LRIP grant funding. The total estimated project cost is \$104,487. Assessed costs (based on Method 2 – FDR) are estimated to be \$72,324 or 69.2% and City costs are estimated to be \$32,163 or 30.8%. If unit bid prices are significantly lower than estimated, it may be possible that Method 1 could produce lower per foot assessments. Both methods should be reviewed using actual unit bid prices prior to calculating final assessments.

In conclusion, we feel the proposed improvements are feasible for construction. We do not foresee any major problems other than normal inconveniences associated with construction such as noise, dust and traffic disturbance. These situations would be temporary in nature and we

would anticipate the project to take approximately 1 month to complete. We recommend the City proceed as follows:

- Review the feasibility study to determine if the City should proceed with the project. If the City Council decides to move forward, we recommend the City proceeds as follows:
- Pass a resolution receiving the report and calling the Improvement Hearing.
- Hold the Improvement Hearing.
- Pass a resolution ordering the improvement and preparation of plans and specifications.
- Pass a resolution approving plans/specifications and authorizing advertisement for bids.
- Review bids and recommend award of the construction contract.
- After construction is complete, pass a resolution declaring costs to be assessed and ordering preparation of the proposed assessment.
- Pass a resolution for hearing on the proposed assessment.
- Hold the Assessment Hearing.
- Pass a resolution adopting the assessments.

Public Works Director/City Engineer Walter informed the commission that bids were opened and came in slightly lower than the engineers estimate. True costs will not be known until the project has been completed and final quantities are known.

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the WSN Feasibility Report for the Crow Wing County 2016 Dellwood Drive Reconstruction Project. Motion carried unanimously.

#### **2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE**

Public Works Director/City Engineer Walter stated the plans are 95% complete and the goal is to have commission review the plans at the March 16<sup>th</sup> special meeting.

#### **13179 HOMESTEAD DRIVE CONDITIONAL USE PERMIT**

The commission reviewed the conditional use permit for 13179 Homestead Drive. The property owner plans to build on the northern 100-feet of the 200-feet of shoreline to reserve the possibility of a future lot split.

Public Works Director/City Engineer Walter informed the commission that utilities were installed with the 2005 East Perch Lake Improvements Project. Sanitary sewer and water stubs were installed every 100 feet which resulted in the parcel having four assessments.

The commission had no concerns with the conditional use permit contingent on an assessment agreement being in place regarding the existing four (4) water and Four (4) sanitary sewer stubs and the City retaining the right for four assessments in the future.

**MOTION** by Commissioner Crochet, seconded by Commissioner Franzen to recommend advising the Planning & Zoning Commission that the Utilities Commission recommends

approval of the Conditional Use Permit with a condition that an agreement is in place regarding the existing four (4) water and four (4) sanitary sewer stubs and retain the City rights for four (4) future assessments be in place before a building permit is issued. Motion carried unanimously.

**6245 PARIS ROAD ADMINISTRATIVE SUBDIVISION AND CONDITIONAL USE PERMIT**

The commission reviewed the subdivision and conditional use permit for 6245 Paris Road. The property owner is requesting to combine two platted lots of record in order to construct a larger garage.

The commission had no concerns with this request since there are no existing city utilities at this time.

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend advising the Planning & Zoning Commission that the Utilities Commission recommends approval of the Administrative Subdivision of 6245 Paris Road with a condition that an assessment agreement for future assessments is recorded against the platted lot. Motion carried unanimously.

**14540 DELLWOOD DRIVE CONDITIONAL USE PERMIT AND WSB TRAFFIC MEMO**

The commission reviewed the conditional use permit, stormwater calculations and traffic memo for 14540 Dellwood Drive. The proposed site improvements for Riverwood Bank are considered redevelopment for storm water requirements and platting is not required under current City code.

WSN Consulting Engineer Tim Ramerth representing the property owner informed the commission that utility connections will be derived from the Target private access road to the east of this site. Storm water management will be retained onsite with a 5-year, 24-hour storm event as per City ordinance. Currently the site drains directly to surrounding catch basins within the city right-of-way without any prior treatment. Because of site topography, all drainage will not be able to be routed to the infiltration area. A minimal amount of site area will still drain directly to the City infrastructure. WSN has maximized the site area that drains to the infiltration basin for the 5-year runoff from the site.

Public Works Director/City Engineer Walter stated a Developers Agreement will be needed for the new water line that will be extended into the property with the installation of a new fire hydrant. Development agreement will also cover the new sanitary sewer line and storm sewer design for the site.

The site was reviewed by WSB Traffic Engineer Chuck Rickart due to the high volume of traffic in the area. The following is WSB's review:

As requested we have reviewed the traffic and access for the proposed Riverwood Bank development located north of Clearwater Road and west of Dellwood Drive on the old

Bonanza restaurant site. The developer is proposing to construct a 7,344 sf building to include the banking area as well as a café (coffee shop) area. The bank includes a three bay drive-thru. The café area will be included in the banking area (no separation) and will only provide walk up service with no drive-thru proposed. The site plan also includes a future 4,700 sf expansion area east of the proposed building.

A basic traffic engineering approach to providing a safe and efficient roadway system is managing access to it. The spacing of intersections and driveways should be controlled as defined by roadway functional class and traffic volumes. This approach limits the impact of driveways on average speeds and levels of service on roadways appropriate to the function of the facilities. Some linkage to land uses may become somewhat less direct, but this needs to be balanced against the overall gains in terms of operational and safety conditions. New developments and sites which are being redeveloped may be required to provide internal traffic design so as to limit the number of driveways to the roadway system and/or to provide that access on appropriate roadways. The City of Baxter has identified an access spacing guideline in the Comprehensive plan of 600 feet in commercial areas such as this.

The proposed site plan provides three access locations to the adjacent roadway system. Two access locations are provided to the east/west Target Access Road on the north side of the site, and; one access location is provided to Clearwater Road on the south side of the site. While this is the same access configuration the old Bonanza restaurant site provided, the two easterly driveways (one to the Target Access Road and one to Clearwater Road) have been moved approximately 100 feet further east than the former driveways. The new access on Clearwater Road is located approximately 240 feet from the stop bar at Dellwood Drive and 130 feet from the north/south Target Access Road.

Based on the Institute of Transportation Engineers (ITE) “*Trip Generation Manual, 9<sup>th</sup> Edition*” the former Bonanza restaurant site would generate approximately 155 PM peak hour trips and 1,060 daily trips. The proposed Bank site without the expansion would generate approximately 175 PM peak hour trips and 1,090 daily trips. The proposed Bank site with the expansion would generate approximately 295 PM peak hour trips and 1,785 daily trips.

Based on our review of the preliminary plans and anticipated traffic generation from the site we offer the following comments.

1. The proposed width of the easterly access driveways are 25 feet (Target Access Road driveway) and 26 feet (Clearwater Road driveway). While the City’s minimum allowable driveway width is 24 feet it would be recommended that a minimum of 32 feet be used to insure truck turning radii can be accommodated.
2. The bank drive-thru area on the north side of the site is designated as one-way west bound. This creates an extremely large area of pavement (approximately 52 feet in width). With traffic exiting from the parking lot in front of the building and entering at the driveway from the Target Access Road there is a potential for confusion.

Consideration should be given to narrowing up this area and defining the drive isle from the parking lot to the driveway access location.

3. The location of the proposed driveways on the Target Access Road and Clearwater Road are shown in satisfactory locations. The safety of traffic on the Target Access Road and Clearwater Road interacting with traffic on Dellwood Drive will be improved by moving the easterly driveways further to the east creating additional vehicle staking distance.
4. Based on the City's Comprehensive Plan guidelines no access should be provided on Clearwater Road for this site. However, based on the traffic review the proposed bank and café use will initially generate approximately the same amount of traffic as the previous Bonanza restaurant use with no reported safety or operation concerns.

However, with the proposed expansion the PM peak hour traffic would increase by more than 100 vehicles and the daily traffic would increase by more than 700 vehicles. This additional traffic could create safety and operation issues at the proposed driveway. Two alternatives could be considered to insure the safety and operation of traffic on Clearwater Road.

- Provide a center left turn lane on Clearwater Road from Dellwood Drive to east of the north/south Target Access Road. This would improve safety and operations by removing left turning traffic from the through lane. Clearwater Road is currently approximately 44 feet in width which would be sufficient to restripe the roadway adding the center lane. This could be completed with the current full depth reclamation project planned for the summer of 2016.
- Remove the driveway and provide an alternative access driveway to the north/south Target Access Road through the future parking area on the east side of the site. This would improve safety and operations by removing the access to Clearwater Road and moving the traffic to the existing access at the north/south Target Access Road. This would be implemented when the building expansion was completed.

**MOTION** by Commissioner Wolf, seconded by Commissioner Christofferson to recommend advising the Planning & Zoning Commission that the Utilities Commission recommends approval with the following conditions:

1. Require a signed Development Agreement for water, sanitary sewer and storm sewer be in place before the City issues a building permit.
2. Ask for an additional 7 feet of right-of-way on the north side of Clearwater Road.
3. Require a 20 foot wide utility easement over the water line and around the fire hydrant.
4. City will restripe Clearwater Road with a left center turn lane as part of the 2016 full depth reclamation project on Clearwater Road.

5. City will take out existing concrete curb cut and install new concrete curb cut as part of the 2016 full depth reclamation project on Clearwater Road

Motion carried unanimously.

**CITY LAND SALE FOR THE NORTHLAND ARBORETUM TO HAVE A SIGN LOCATED AT THE CORNER OF CONSERVATION DRIVE AND EXCELSIOR ROAD**

Public Works Director/City Engineer Walter informed the commission the City has received a request from the Northland Arboretum to have a sign located at the corner of Conservation Drive and Excelsior Road. The City of Baxter cannot permit the sign since the City does not allow off premise signage.

The City of Baxter could choose to sell the triangular parcel to Crow Wing County which in turn would lease the property to the Northland Arboretum. The City would maintain control of the existing infrastructure such as right-of-way, storm water ponding and utility easements.

Council Liaison Cross stated the Comprehensive Plan addresses the Northland Arboretum as an integral part of the City's storm water management plan. Commissioner Wolf stated the Northland Arboretum adds value to the City of Baxter as a destination spot for the community.

The commission expressed a few concerns that the City Council should be consider due to the commercial area surrounding the land, commercial storm water system and traffic flow.

- Easements should be required over the entire proposed platted lot for streets (right of way), water, sanitary sewer and storm water and only allow the sign to be constructed in one very small confined area
- Sign should not conflict with sight lines of the intersection
- Sign height & dimensional restrictions should be required in order to control sight lines
- Future sign removal or moving of the sign as requested by the City for future improvements should be at the expense of the Northland Arboretum
- Plat existing right-of-way of Conservation drive and Excelsior Road as part of the platting of the land

**BOLTON & MENK 2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT – DESIGN DRIVE STORM SEWER REROUTE**

Public Works Director/City Engineer Walter reviewed BMI 2016 Golf Course Drive Improvement Project for the Design Drive Storm Sewer Reroute memorandum and submitted it into the record.

The supplemental preliminary cost estimate to extend storm sewer along Golf Course Drive from the existing outlet south to Excelsior Road and provide a cost to perform an analysis of the existing storm sewer network within the contributing watershed to verify if there is adequate capacity in the storm sewer flowing north under the Mills Fleet Farm building to handle planned improvements.

Background

The commercial areas between Dellwood Drive and Golf Course Drive from Design Road north to the Body Work Collision Center property is served by a storm sewer network that outlets across Design Road approximately 300 feet west of Golf Course Drive and continues south onto Mills Properties Inc. property where it combines with storm sewer from Excelsior Road and is conveyed east through a 66” concrete pipe under the Mills Fleet Farm building that outlets under Golf Course Drive to the drainage ditch on Evangelical Lutheran Good Samaritan property.

The benefits of completing the storm sewer re-routing are:

1. Cost savings related to street reconstruction to complete this construction with the Golf Course Drive improvement project.
2. Removes public infrastructure from private property which in return reduces City liability.
3. Re-routing flow from the north creates additional storm sewer capacity for proposed improvements to Excelsior Drive west of Trunk Highway 371 which will be needed as proposed in the draft feasibility report Widseth, Smith, Nolting (WSN) is completing.

Preliminary Cost Estimate

The Golf Course Drive Feasibility Report prepared by WSN and dated June 23, 2015 has an estimated project cost of \$1,305,340. As proposed the City of Baxter will fund storm sewer improvements on Golf Course Drive from Universal Drive to Country Club Estates in the amount \$391,160 (30%) and the remaining project costs in the amount of \$914,180 (70%) will be assessed to benefitting properties.

A preliminary cost estimate to re-route the existing storm sewer on Design Road to the drainage ditch on Evangelical Lutheran Good Samaritan property as part of the Golf Course Drive Improvement Project was presented. We estimate this will add \$293,500 to the Golf Course Drive Improvement project. The estimate includes a 10% construction contingency to account for construction items not included and variances in unit prices, 20% for engineering services, and 5% for administrative and legal services. If the scope of the Golf Course Drive project was expanded as proposed the total estimated project cost would be \$1,598,840. As proposed the Golf Course Drive project will assess \$914,180 which will meet or exceed 20% of the project cost being funded by special assessments as required for public bonding.

A preliminary cost estimate to extend storm sewer on Golf Course Drive from the drainage ditch on Evangelical Lutheran Good Samaritan property south to the intersection with Excelsior Road as part of the Golf Course Drive Improvement Project was presented. We estimate this will add \$180,750 to the Golf Course Drive Improvement project. The estimate includes a 10% construction contingency to account for construction items not included and variances in unit prices, 20% for engineering services, and 5% for administrative and legal services. If the scope of the Golf Course Drive project was expanded to include the Design Road storm sewer re-route and storm sewer to Excelsior Road the total estimated project cost would be \$1,779,590. As

proposed the Golf Course Drive project will assess \$914,180 which will meet or exceed 20% of the project cost being funded by special assessments as required for public bonding.

We estimate the cost to analyze the capacity of the existing storm sewer that runs from Excelsior Road north under the Mills Fleet Farm building to be \$7,450. This will involve modeling the entire contributing watershed to see how the current storm sewer network responds to a 10-year rainfall event. We will prepare a summary report of current inflow and recommend pipe sizes for a re-route if appropriate. With the size and complexity of the existing watershed we request that electronic copies of existing studies and data be made available to aid in the creation of the watershed model. If a re-route on Excelsior Road is ultimately chosen this study would be utilized in the Golf Course Drive storm sewer design which is the majority of the engineering effort to extend storm sewer south to Excelsior Road.

Cost estimates presented here are meant to be used as a guideline in the decision making process. If there is a consensus from the City Council to move forward with the storm sewer re-routing a more refined cost estimate will be provided as part of a supplement to the Golf Course Drive Improvement Project Feasibility Report.

For additional City Council information, in order to complete a full depth reclamation and repave the remaining 820 feet of Design Road west to Dellwood Drive would cost approximately \$86,000.00. This cost estimate includes 10% contingency and 25% for Engineering, Legal and Administration costs.

The commission held an extensive discussion on the storm sewer piping which was installed with the 1983 Commercial Area Improvements. Council Liaison Cross requested staff review all easements, agreements and permits in the project files for the construction of Mills Fleet Farm building. He also recommended the condition of the concrete pipe be reviewed for current conditions of pipe.

#### **WSN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE NORTH INGLEWOOD DRIVE IMPROVEMENTS FEASIBILITY REPORT**

WSN Consulting Engineer Welch reviewed the proposal to prepare a feasibility report for the North Inglewood Drive Area Improvements. The project area includes Inglewood Drive from Peace Road to CSAH 77 and CSAH 77 from Edgewood Drive to 1,100 feet west of Inglewood Drive. WSN is familiar with the project area and has completed the preliminary sanitary sewer and water layouts.

It is our understanding the project will consist of the following improvements:

- Sanitary sewer lift station on Peace Road
- Gravity sanitary sewer collection system
- Sanitary sewer forcemain
- Water distribution system
- Roadway reconstruction

Our proposed scope of services is as follows:

Feasibility Study

WSN proposes to complete a feasibility study meeting the requirements of the Minnesota Chapter 429 assessment process. Specific items included with this proposal are:

- Research of existing documents and studies
- Preparation of preliminary report exhibits
- Preparation of preliminary property acquisition exhibit
- Estimated preliminary quantities
- Preparation of preliminary cost estimates and assessment calculations.
- Preparation of draft feasibility report that includes a review of existing conditions, proposed improvements, estimated project costs, project implementation and discussion of conclusions and recommendations.
- Review of preliminary study with City staff, Utilities Commission and Council.
- Prepare final study based on City review comments.

WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the not-to-exceed amount of \$5,000.00.

**MOTION** by Commissioner Franzen, seconded by Commissioner Crochet to recommend City Council approve the WSN Agreement for Professional Engineering Services for the North Inglewood Drive Area Improvements Feasibility Report in the Not to Exceed amount of \$5,000.00. Motion carried unanimously.

**DEPARTMENT OF TRANSPORTATION NOTICE OF ANNUAL DISTRIBUTION**

The Minnesota Department of Transportation Notice of Annual Distribution was submitted to the commission as information only.

**TKDA FIXED NETWORK WATER METER REPLACEMENT PROJECT PLANS AND SPECIFICATIONS**

Information only. The City Council took action at the February 2 council meeting. Bid opening was on Friday, February 26, 2016 and two bids were received.

**SPECIAL MEETING REQUEST FOR MARCH 16, 2016**

Requested Items on Agenda:

- A. 2016 Mill and Overlay Improvements Plans & Specifications Review & Recommendation
- B. 2016 Fairview Road and Trail Plans & Specifications Review & Recommendation
- C. 2016 Excelsior Road, Edgewood Drive and Fairview Road Roundabout and Bike Lane Design Feasibility Report

D. Fixed Network Water Meter Replacement Project Bids

Commissioner Christofferson informed the commission that he will not be able to attend the meeting. Commissioner Wolf stated that he has a prior engagement and will be late to the meeting.

**2016 CROW WING COUNTY COST SHARE AGREEMENT FOR THE 2016 CITY OF BAXTER STRIPING PROJECT**

Public Works Director/City Engineer Walter reviewed the Crow Wing County Cost Share Agreement for the 2016 City of Baxter Striping Project. The 2016 Streets budget has \$31,000.00 allocated for city-wide striping.

Public Works Director/City Engineer Walter has no concerns with the agreement and recommends approval.

**MOTION** by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the 2016 Crow Wing County Cost Share Agreement for the 2016 City of Baxter Striping Project in the estimated amount of \$30,002.89. Motion carried unanimously.

**ADJOURNMENT**

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to adjourn the meeting at 8:00 p.m. Motion carried unanimously.

Approved by:

Submitted by,

\_\_\_\_\_  
Rock Yliniemi  
Chairman

\_\_\_\_\_  
Mary Haugen  
Administrative Assistant

**PARTIAL PAYMENT ESTIMATE  
NUMBER 4**

<b>Name of Contractor:</b>	R.L. Larson Excavating, Inc. 2255 12th Street SE St Cloud, MN 56304	<b>Dates of Estimate:</b>	From: 11/18/15 To: 1/25/16
<b>Name of Owner:</b>	City of Baxter PO Box 2626 Baxter, MN 56425	<b>Amount of Contract:</b>	Original: \$1,530,029.37 Revised:
<b>Date of Completion:</b>		<b>Original:</b>	
<b>Original:</b> See Agreement		<b>Revised:</b>	

**Description of Project:**  
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS  
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107  
BAXTER, MN

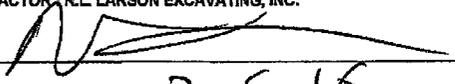
ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
BASE BID							1	\$70,000.00	
2021.501	MOBILIZATION	1	LUMP SUM	\$70,000.00	\$70,000.00			0.65	\$3,280.00
2101.501	CLEARING	0.52	ACRE	\$5,000.00	\$2,600.00			66	\$9,900.00
2101.502	CLEARING	58	TREE	\$150.00	\$8,700.00			0.65	\$3,250.00
2101.506	GRUBBING	0.52	ACRE	\$5,000.00	\$2,600.00			62	\$9,300.00
2101.507	GRUBBING	58	TREE	\$150.00	\$8,700.00			67	\$9,700.00
2104.501	REMOVE SEWER PIPE (STORM)	22	LIN FT	\$10.00	\$220.00			30	\$300.00
2104.501	REMOVE WATER SERVICE PIPE	20	LIN FT	\$10.00	\$200.00			187	\$935.00
2104.501	REMOVE CURB AND GUTTER	76	LIN FT	\$5.00	\$380.00			16271	\$29,287.50
2104.508	REMOVE BITUMINOUS PAVEMENT	16266	SQ YD	\$1.80	\$29,278.80			172	\$1,032.00
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	49	SQ YD	\$6.00	\$294.00			1	\$50.00
2104.509	REMOVE CONCRETE APRON	1	EACH	\$50.00	\$50.00			1	\$100.00
2104.509	REMOVE CATCH BASIN	1	EACH	\$100.00	\$100.00			15	\$375.00
2104.509	REMOVE SIGN TYPE C	19	EACH	\$25.00	\$475.00	2	\$50.00	2	\$400.00
2104.509	REMOVE VALVE BOX	2	EACH	\$200.00	\$400.00			3	\$900.00
2104.509	REMOVE CURB STOP & BOX	3	EACH	\$300.00	\$900.00			4	\$100.00
2104.509	REMOVE DELINEATOR	5	EACH	\$25.00	\$125.00			37	\$185.00
2104.611	SAWING CONCRETE PAVEMENT (FULL DEPTH)	441	LIN FT	\$5.00	\$2,205.00	10	\$50.00	782	\$2,348.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	330	LIN FT	\$3.00	\$990.00			97	\$970.00
2104.521	SALVAGE FENCE	357	LIN FT	\$10.00	\$3,570.00			20	\$500.00
2104.523	SALVAGE SIGN	20	EACH	\$28.00	\$560.00			2	\$850.00
2104.523	SALVAGE HYDRANT & VALVE	2	EACH	\$425.00	\$850.00			2	\$200.00
2104.523	SALVAGE PIPE APRON	2	EACH	\$100.00	\$200.00			847	\$86,470.00
2105.501	COMMON EXCAVATION (F)	7512	CU YD	\$10.00	\$75,120.00			1000	\$10,000.00
2105.505	MUCK EXCAVATION	1000	CU YD	\$10.00	\$10,000.00			6951	\$65,339.40
2105.522	COMMON BORROW (CV)	7191	CU YD	\$9.40	\$67,595.40			1	\$82,000.00
2105.601	DEWATERING	0.95	LUMP SUM	\$52,000.00	\$58,900.00	0.05	\$3,100.00		
2118.501	AGGREGATE SURFACING CLASS 5	28	TON	\$20.00	\$520.00				
2123.501	COMMON LABORERS	30	HR	\$85.00	\$2,550.00				
2123.603	MOTOR GRADER	20	HR	\$170.00	\$3,400.00				
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	32	HR	\$100.00	\$3,200.00			11	\$1,100.00
2130.501	WATER	100	M GALLON	\$30.00	\$3,000.00				
2211.501	AGGREGATE BASE CLASS 5	173	TON	\$20.00	\$3,460.00			4079	\$69,343.00
2211.503	AGGREGATE BASE (CV) CLASS 5 (F)	4304	CU YD	\$17.00	\$73,168.00			4488	\$246,840.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	5421	TON	\$55.00	\$298,155.00			128	\$4,418.00
2501.514	18" RC PIPE CULVERT	112	LIN FT	\$34.50	\$3,864.00			5	\$2,000.00
2501.515	12" RC PIPE APRON	5	EACH	\$400.00	\$2,000.00			4	\$1,900.00
2501.515	18" RC PIPE APRON	4	EACH	\$475.00	\$1,900.00			2	\$300.00
2501.515	18" RC PIPE APRON	2	EACH	\$150.00	\$300.00			1158	\$32,424.00
2503.541	12" RC PIPE SEWER DES 3006 CL V	1203	LIN FT	\$28.00	\$33,684.00			817	\$18,510.00
2503.541	15" RC PIPE SEWER DES 3006 CL V	769	LIN FT	\$30.00	\$23,070.00			780	\$24,320.00
2503.541	18" RC PIPE SEWER DES 3006 CL III	678	LIN FT	\$32.00	\$21,696.00			1	\$900.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	1	EACH	\$900.00	\$900.00			1	\$2,400.00
2503.602	CONNECT TO EXISTING SANITARY (SAN)	1	EACH	\$2,400.00	\$2,400.00			1	\$200.00
2504.602	ADJUST VALVE BOX	2	EACH	\$200.00	\$400.00			4	\$1,800.00
2504.602	CONNECT TO EXISTING SEWER SERVICE	3	EACH	\$450.00	\$1,350.00			2	\$1,020.00
2504.602	CONNECT TO EXISTING WATER SERVICE	6	EACH	\$510.00	\$3,060.00			2	\$1,800.00
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	2770	LIN FT	\$1.25	\$3,462.50	2778	\$3,472.50	2778	\$3,472.50
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	778	LIN FT	\$1.25	\$972.50	1019	\$1,273.75	1019	\$1,273.75
2504.602	CONNECT TO EXISTING WATER MAIN	2	EACH	\$950.00	\$1,900.00			4	\$3,800.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	55.13	LIN FT	\$425.00	\$23,430.25			51.63	\$21,942.75
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	32.71	LIN FT	\$250.00	\$8,177.50			32.71	\$8,177.50
2506.516	CASTING ASSEMBLY	20	EACH	\$750.00	\$15,000.00			20	\$15,000.00
2506.522	ADJUST FRAME AND RING CASTING	9	EACH	\$390.00	\$3,510.00			9	\$3,160.00
2506.602	CONNECT INTO EXISTING STORM SEWER	1	EACH	\$500.00	\$500.00			1	\$500.00
2506.602	CONSTRUCT CONTROL STRUCTURE A	1	EACH	\$2,800.00	\$2,800.00			0.76	\$2,100.00
2511.501	RANDOM RIPRAP CLASS III	61.4	CU YD	\$85.00	\$5,219.00			35	\$2,145.00
2511.515	GEOTEXTILE FILTER TYPE IV	227	SQ YD	\$2.00	\$454.00			116	\$232.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B024	7110	LIN FT	\$15.00	\$106,650.00			7456	\$111,840.00
2531.503	CONCRETE MEDIAN	93	SQ YD	\$75.00	\$6,975.00			107	\$8,025.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	185	SQ YD	\$55.00	\$10,275.00			308	\$16,940.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	135	SQ YD	\$80.00	\$10,800.00			160	\$9,600.00
2531.604	8" CONCRETE VALLEY GUTTER	114	SQ YD	\$68.00	\$7,752.00			121.1	\$7,992.60
2531.618	TRUNCATED DOMES	164	SQ FT	\$40.00	\$6,560.00			206	\$8,240.00
2540.602	MAIL BOX SUPPORT	15	EACH	\$125.00	\$1,875.00	15	\$1,875.00	15	\$1,875.00
2540.602	TEMPORARY POSTAL SERVICE	15	EACH	\$100.00	\$1,500.00			15	\$1,500.00
2557.603	INSTALL FENCE	347	LIN FT	\$20.00	\$6,940.00				
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$8,000.00	\$8,000.00			0.65	\$7,600.00
2564.602	INSTALL SIGN	20	EACH	\$80.00	\$1,600.00	20	\$1,800.00	20	\$1,800.00
2564.602	INSTALL SIGN PANEL TYPE C	13	EACH	\$105.00	\$1,365.00	60	\$8,300.00	60	\$8,300.00
2564.602	FURNISH TYPE C SIGN	22	EACH	\$150.00	\$3,300.00	60	\$9,000.00	60	\$9,000.00
2573.502	SILT FENCE, TYPE MS	2222	LIN FT	\$2.50	\$5,555.00			2255	\$5,637.50
2573.530	STORM DRAIN INLET PROTECTION	23	EACH	\$225.00	\$5,175.00			13	\$2,925.00
2573.535	STABILIZED CONSTRUCTION EXIT	8	EACH	\$500.00	\$4,000.00			6	\$3,600.00
2573.550	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$1,500.00	\$1,500.00			0.625	\$997.50
2573.602	CULVERT END CONTROLS	2	EACH	\$250.00	\$500.00				
2574.508	FERTILIZER TYPE 1	893	POUND	\$1.00	\$893.00	150	\$150.00	800	\$800.00
2574.628	COMMON TOPSOIL BORROW	2452	CU YD	\$0.01	\$24.52			2291	\$22.91
2575.501	SEEDING	6.5	ACRE	\$800.00	\$5,200.00	0.7	\$560.00	3.3	\$2,640.00
2575.502	SEED MIXTURE 22-111	163	POUND	\$4.00	\$652.00			180	\$720.00
2575.502	SEED MIXTURE 25-131	732	POUND	\$3.00	\$2,196.00	210	\$630.00	1010	\$3,030.00
2575.502	SEED MIXTURE 33-381	14	POUND	\$60.00	\$840.00			17.6	\$1,056.00
2575.505	SODDING TYPE LAWN	9935	SQ YD	\$4.50	\$44,707.50	3687	\$16,591.50	8047	\$36,215.50
2575.511	MULCH MATERIAL TYPE 3	6	TON	\$425.00	\$2,550.00				

2575.519	DISK ANCHORING	4.1	ACRE	\$200.00	\$820.00				
2575.523	EROSION CONTROL BLANKETS CATEGORY 3	4954	SQ YD	\$2.00	\$9,908.00				
2575.582	HYDRAULIC MATRIX TYPE MULCH	3180	POUND	\$1.30	\$4,134.00	2907	\$3,779.10	6107	\$7,939.10
2582.501	PAVEMENT MESSAGE-PAINT	13	EACH	\$50.00	\$650.00	1	\$50.00	18	\$650.00
2582.502	4" SOLID LINE WHITE-PAINT	715	LIN FT	\$214.50	\$152,655.00			417	\$89,122.50
2582.502	8" SOLID LINE WHITE-PAINT	7465	LIN FT	\$214.50	\$1,601,107.50			3014	\$645,274.50
2582.502	4" SOLID LINE YELLOW-PAINT	1628	LIN FT	\$214.50	\$348,444.00			231	\$49,039.50
2582.502	12" SOLID LINE YELLOW-PAINT	137	LIN FT	\$214.50	\$29,383.50			138	\$29,175.00
2582.502	4" BROKEN LINE YELLOW-PAINT	816	LIN FT	\$214.50	\$175,044.00	35	\$87.50	230	\$49,039.50
2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	2276	LIN FT	\$214.50	\$488,444.00			1717	\$365,274.50
2600.4D	INSULATION (4" x 8" x 2" THICK)	879.2	SQ YD	\$20.00	\$17,584.00			2071.3	\$41,428.00
2611.4A	8" PVC WATERMAIN PIPE	108	LIN FT	\$22.00	\$2,376.00			114	\$2,508.00
2611.4A	8" PVC WATERMAIN PIPE	188	LIN FT	\$22.00	\$4,136.00			314	\$6,908.00
2611.4A	10" PVC WATERMAIN PIPE	1384	LIN FT	\$25.00	\$34,600.00			1363	\$34,575.00
2611.4A	12" PVC WATERMAIN PIPE	1191	LIN FT	\$28.50	\$33,943.50			1259	\$35,881.50
2611.4A	1" POLYETHYLENE SERVICE PIPE	48	LIN FT	\$13.00	\$624.00			20	\$280.00
2611.4A	1.5" POLYETHYLENE SERVICE PIPE	634	LIN FT	\$13.00	\$8,242.00			935	\$12,155.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	5	EACH	\$1,150.00	\$5,750.00			6	\$6,900.00
2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	2	EACH	\$1,575.00	\$3,150.00			4	\$6,300.00
2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	3	EACH	\$2,400.00	\$7,200.00			3	\$7,200.00
2611.4B	12" BUTTERFLY VALVE & BOX w/ ADAPTOR	1	EACH	\$2,000.00	\$2,000.00			2	\$4,000.00
2611.4B	VALVE OPERATOR EXTENSION	9	EACH	\$140.00	\$1,260.00				
2611.4C	1.5" CORPORATION STOP & SADDLE	18	EACH	\$85.00	\$1,530.00			24	\$15,720.00
2611.4D	1" CURB STOP & BOX	3	EACH	\$635.00	\$1,905.00			1	\$635.00
2611.4D	1.5" CURB STOP & BOX	18	EACH	\$760.00	\$13,680.00			24	\$18,240.00
2611.4E	HYDRANT	5	EACH	\$4,050.00	\$20,250.00			5	\$20,250.00
2611.4G	INSTALL HYDRANT & VALVE	2	EACH	\$1,440.00	\$2,880.00			2	\$2,880.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	3676	POUND	\$1.75	\$6,431.25			5140	\$8,995.00
2611.4J	HYDRANT EXTENSION (12")	1	EACH	\$585.00	\$585.00	1	\$585.00	2	\$1,170.00
2611.4J	HYDRANT EXTENSION (18")	1	EACH	\$700.00	\$700.00				
2611.4J	HYDRANT EXTENSION (30")	1	EACH	\$875.00	\$875.00			1	\$875.00
2611.4J	GATE VALVE BOX & ADAPTOR	2	EACH	\$435.00	\$870.00			2	\$870.00
2621.4A	8" PVC SEWER PIPE (SDR 26)	979	LIN FT	\$24.50	\$23,985.50			980	\$24,010.00
2621.4A	10" PVC SEWER PIPE (SDR 26)	1791	LIN FT	\$27.00	\$48,357.00			1795	\$48,485.00
2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	10	EACH	\$22,000.00	\$220,000.00			10	\$220,000.00
2621.4B1	MANHOLE EXCESS DEPTH	14.95	LIN FT	\$100.00	\$1,495.00			14.95	\$1,495.00
2621.4F	4" PVC SERVICE PIPE (SCH 40)	24	LIN FT	\$80.00	\$1,920.00			35	\$3,040.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	802	LIN FT	\$15.00	\$12,030.00			898	\$14,970.00
2621.4G	8" X 6" PVC WYE	7	EACH	\$570.00	\$3,990.00			11	\$6,270.00
2621.4G	10" X 8" PVC WYE	11	EACH	\$690.00	\$7,590.00			13	\$8,970.00
<b>ALTERNATE BID A</b>									
2101.501	CLEARING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2101.508	GRUBBING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2105.801	DEWATERING	0.05	LUMP SUM	\$70,000.00	\$3,500.00			0.05	\$3,500.00
2123.501	COMMON LABORERS	5	HOUR	\$85.00	\$425.00				
2123.503	MOTOR GRADER	5	HOUR	\$160.00	\$800.00				
2573.602	SILT FENCE, TYPE MS	50	LIN FT	\$2.50	\$125.00				
2574.508	FERTILIZER TYPE 1	27	POUND	\$1.00	\$27.00				
2574.525	COMMON TOPSOIL BORROW	49	CU YD	\$20.00	\$980.00				
2575.501	SEEDING	0.1	ACRE	\$800.00	\$80.00				
2575.502	SEED MIXTURE 25-131	27	POUND	\$3.00	\$81.00				
2575.505	SODDING TYPE LAWN	116	SQ YD	\$4.50	\$522.00				
2575.582	HYDRAULIC MATRIX TYPE MULCH	142	POUND	\$8.00	\$1,136.00				
2600.4D	INSULATION (4" x 8" x 2" THICK)	6.3	SQ YD	\$20.00	\$126.00			3.5	\$70.00
2611.4A	8" PVC WATERMAIN PIPE	8	LIN FT	\$47.00	\$376.00			7	\$329.00
2611.4A	8" PVC WATERMAIN PIPE	175	LIN FT	\$25.00	\$4,375.00			116	\$2,900.00
2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	856	LIN FT	\$53.00	\$45,348.00	-613.00	(\$32,489.00)	309	\$16,377.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	1	EACH	\$1,200.00	\$1,200.00			1	\$1,200.00
2611.4E	HYDRANT	1	EACH	\$4,100.00	\$4,100.00			1	\$4,100.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	615	POUND	\$2.35	\$1,445.25			785	\$1,844.75
-	8" WET TAP	1	EACH	\$4,300.00	\$4,300.00			1	\$4,300.00
<b>TOTAL:</b>					\$1,530,029.37		\$16,665.35		\$1,484,459.92

<b>AMOUNT EARNED</b>		<b>THIS PERIOD</b>	\$16,665.35	<b>TOTAL TO DATE</b>	\$1,484,459.92
<b>AMOUNT RETAINED</b>			\$1,050.68		\$109,085.59
<b>RETAINAGE RELEASED</b>					
<b>PREVIOUS PAYMENTS</b>					\$1,359,739.64
<b>AMOUNT DUE</b>			\$15,634.69		\$15,634.69

Estimated Percentage Completed: **97.0%**

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

**CONTRACTOR: R.L. LARSON EXCAVATING, INC.**  
 BY:   
 Date: 2-15-16

**APPROVED BY CITY OF BAXTER:**  
 BY: Kelly Steele, Assistant City Administrator / City Clerk  
 Date: \_\_\_\_\_

**APPROVED BY CITY OF BAXTER:**  
 BY: Darrel Olson, Mayor  
 Date: \_\_\_\_\_

**ENGINEER'S CERTIFICATION:**  
 The undersigned endorses that to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

**ENGINEER: WIDSETH SMITH NOLTING**  
 BY: Aric Welch, P.E.  
 Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION**  
 BY: \_\_\_\_\_  
 Date: \_\_\_\_\_



February 24, 2016

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

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

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

**RE: Proposal for Engineering Services  
Isle Drive Office Park Stormwater Management Plan Update  
Baxter, MN**

Dear Mr. Walter:

In response to your request, we are pleased to present our proposal to update the Stormwater Management Plan for the Isle Drive Office Park area. It is our understanding the City would like to update the original plan from 2006 (see attached) to accommodate the development in the area since the plan was completed. The plan will also include preliminary stormwater management layouts for future road extensions and development.

Our proposed scope of services is as follows:

- Meet with City staff to define the study area and identify the study parameters.
- Research and gather existing information for the study area.
- Update the existing basemap using available property record drawings, aerial photos and topography information.
- Re-delineate the drainage areas within the defined study area.
- Visit the study area to ground truth and confirm the delineation.
- Calculate the 100-year stormwater runoff volumes.
- Define stormwater outlet locations.
- Layout necessary storm sewer piping and ditching improvement options.
- Coordinate outlet locations and piping/ditching alignments with future roadway improvements.
- Compile and summarize findings in a Stormwater Management Plan.
- Present the report to the Utilities Commission and Council.

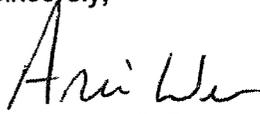
WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the Not to Exceed amount of \$4,250. We proposed to have documents completed within 30 days of the notice to proceed.

If you are in agreement with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

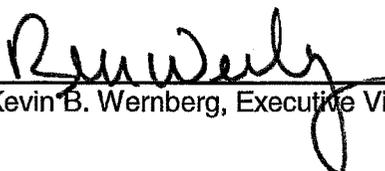
We realize this is an important project to the City and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project.

We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

Sincerely,

  
Aric Welch, P.E.

-----  
**Proposed by Widseth Smith Nolting**

  
Kevin B. Wernberg, Executive Vice President

**Approved as to form and content by the Baxter City Attorney**

\_\_\_\_\_  
J. Brad Person Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# WIDSETH SMITH NOLTING



## 2016 FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
<b>Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer</b>	
Level I	\$ 92.00
Level II	\$110.00
Level III	\$135.00
Level IV	\$145.00
Level V	\$160.00
<b>Technician</b>	
Level I	\$ 60.00
Level II	\$ 74.00
Level III	\$ 90.00
Level IV	\$107.00
Level V	\$112.00
Computer Systems Specialist	\$120.00
Senior Funding Specialist	\$ 105.00
Marketing Specialist	\$ 95.00
Funding Specialist	\$ 75.00
Administrative Assistant	\$ 53.00

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to change</i>	\$0.56/mile
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler	\$40.00/Day
ISCO Flow Recorder	\$60.00/Day
Photoionization Detection Meter	\$80.00/Day
Explosimeter	\$50.00/Day
Product Recovery Equipment	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System)	\$150.00/Day
Soil Drilling Rig	\$35.00/Hour
Groundwater Sampling Equipment	\$75.00/Day
Subcontractors	Cost Plus 10%

Reproduction Costs	RATE
Black & White Copies: 8 1/2 x 11	\$0.10
Black & White Copies: 11 x 17	\$0.50
Black & White Copies: 24 x 36	\$3.00
Color Copies: 8 1/2 x 11	\$2.00
Color Copies: 11 x 17	\$4.00
Color Copies: 24 x 36	\$12.00
Color Plots: 42 x 48	\$22.00

All Accounts due and payable within 30 days of billing. A finance charge is computed on a periodic rate of 1% per month which is an annual percentage rate of 12% on any previous balance not paid within 30 days.

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

# General Provisions of Professional Services Agreement

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

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

## ARTICLE 1. PERIOD OF SERVICE

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

## ARTICLE 2. SCOPE OF SERVICES

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

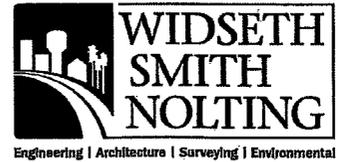
If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work,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

## ARTICLE 3. COMPENSATION TO WSN

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

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WSN.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

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



## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

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

**ARTICLE 7. CLIENT'S RESPONSIBILITIES**

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

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

**ARTICLE 8. OPINIONS OF COST**

Opinions of probable project cost, construction cost, financial evaluations; feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

**ARTICLE 9. CONSTRUCTION PHASE SERVICES**

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

**ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS**

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

**ARTICLE 11. REVIEW OF PAY APPLICATIONS**

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

**ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFIs are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

**ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

**ARTICLE 14. BETTERMENT**

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

**ARTICLE 16. CONTINGENCY FUND**

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

**ARTICLE 17. INSURANCE**

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

**ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

**ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

**ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

**ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed \$1,000,000 on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**ARTICLE 23. NON-DISCRIMINATION**

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

**ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

**ARTICLE 25. PRE-LIEN NOTICE**

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

**CONSTRUCTION COST SHARE AGREEMENT  
WITH THE CITY OF BAXTER – PROJECT NO. CP 18-200-65  
FOR ROADWAY PAVEMENT MARKINGS ON  
VARIOUS CITY OF BAXTER STREETS**

This Agreement is made and entered into this day of \_\_\_\_\_, 2016, by and between the County of Crow Wing, State of Minnesota, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County", and the City of Baxter, c/o Kelly Steele – City Clerk/Assistant City Administrator, PO Box 2626, Baxter, Minnesota, 56425 herein after referred to as the "City".

WITNESSETH

WHEREAS, the parties mutually agree that pavement markings desired by the City to be applied to various City streets have the potential to result in overall costs savings when combined with the County project which will provide for pavement markings to numerous county roadways, and

WHEREAS, the County has budgeted funds to complete the project; and,

WHEREAS, the Crow Wing County Highway Department has prepared plans and specifications for the project entitled 2016 PAVEMENT MARKINGS, which plans and specifications are on file in the office of the County Engineer;

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

**I. PURPOSE**

The parties have joined together for the purpose of applying pavement markings to numerous County roadways and City streets as described in the plans and specifications entitled 2016 PAVEMENT MARKINGS on file in the office of the Crow Wing County Highway Department (hereinafter referred to as the "Project").

**II. Duties**

**A. Design and Construction**

The County shall incorporate City provided quantities and maps into the overall bidding package for the Project unless otherwise stated in this agreement. A contract administration fee for the City roads, at a rate of three percent of the City's construction costs, shall be reimbursable from the City. The County shall do the calling for all bids and the acceptance of all bid proposals.

**B. Inspection and Approval**

The County and City shall each provide construction inspection and staking for their respective roadways for the Project and approval for acceptance of the work as it is completed. The City will ensure that City streets are swept and in a condition ready to receive pavement markings. The City will notify the County of any concerns that arise during or after the completion of the Project. Approval of the completed construction contract by the County shall be final, binding and conclusive upon the City as to the satisfactory completion of the construction.

**III. COSTS**

**A.** The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the estimated

PROJECT CP 18-200-65  
CITY OF BAXTER  
COST SHARE AGREEMENT

construction costs and shall be so referred to herein. Actual final construction costs may vary and those will be the actual costs for which the relevant parties will be responsible.

B. The estimated construction cost of the Project is \$234,943.47. Participation in the construction costs is as follows:

1. The City shall pay one hundred percent (100%) of the cost of the pavement markings related to all City streets. The estimated cost to the City for these items is \$29,129.02. When adding the three percent contract administration costs of \$873.87, the total estimated cost to the City is \$30,002.89.

2. The County shall pay for one hundred percent (100%) of the pavement markings related to the remaining County roadways and through agreements with other project partners. The total estimated cost to the County for these items is \$214,814.45.

C. The total estimated cost to the City for the Project is \$30,002.89 as shown in the attached Exhibit A. This amount is only an estimate and the City agrees to pay its share of actual costs incurred by the County in fulfilling this agreement.

D. After the award of the construction contract for the Project, the County shall update the City as to the current City construction costs. The City shall reimburse the County for its costs within 30 days of receipt of final project costs.

**IV. TERM**

This Agreement shall continue until terminated as provided hereinafter.

**V. DISBURSEMENT OF FUNDS**

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed pursuant to law.

**VI. CONTRACTS AND PURCHASES**

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

**VII. ACCOUNTABILITY**

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

**VIII. TERMINATION**

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

**IX. NOTICE**

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Auditor of Crow Wing County, 326 Laurel Street, Brainerd, Minnesota, 56401, on behalf of the County, and City of Baxter, c/o Kelly Steele – City Clerk/Assistant City Administrator, PO Box 2626, Baxter, Minnesota, 56425 on behalf of the City.

**XI. INDEMNIFICATION**

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

**XII. ENTIRE AGREEMENT**

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

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

**COUNTY OF CROW WING**

**CITY OF BAXTER**

By: \_\_\_\_\_  
Tim Bray  
County Engineer

By: \_\_\_\_\_  
Darrel Olson  
Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly Steele  
City Clerk/Assistant City Administrator

Dated: \_\_\_\_\_

Exhibit A  
 City of Baxter Cost Share Agreement  
 Project C.P. 18-200-65

City of Baxter 2016 Pavement Marking Estimated Quantities  
 Crow Wing County Project C.P. 18-200-65

Item No.	Description	Units	Total Quantity	Unit Price	Total Price	Baxter Quantity	Baxter Price
2582.501	PAVT MSSG PAINT (MESSAGE)	SQ FT	9,109	\$2.50	\$22,772.50	4,977	\$12,442.50
2582.502	6" SOLID LINE PAINT (MESSAGE)	LIN FT	416	\$1.50	\$624.00	0	\$0.00
2582.502	8" SOLID LINE PAINT (MESSAGE)	LIN FT	3,952	\$1.50	\$5,928.00	3,952	\$5,928.00
2582.502	12" SOLID LINE PAINT (MESSAGE)	LIN FT	833	\$2.00	\$1,666.00	244	\$488.00
2582.502	24" SOLID LINE PAINT (MESSAGE)	LIN FT	4,021	\$3.00	\$12,063.00	24	\$72.00
2582.503	CROSSWALK PAINT (MESSAGE)	SQ FT	2,034	\$2.50	\$5,085.00	0	\$0.00
2582.502	4" SOLID LINE PAINT	LIN FT	3,897,214	\$0.05	\$175,374.63	196,044	\$8,821.98
2582.502	8" SOLID LINE PAINT	LIN FT	530	\$0.10	\$53.00	530	\$53.00
2582.502	4" BROKEN LINE PAINT	LIN FT	241,102	\$0.05	\$10,849.59	29,412	\$1,323.54
2582.502	4" DOTTED LINE PAINT	LIN FT	150	\$0.05	\$6.75	0	\$0.00
2582.604	8" DOTTED LINE PAINT	LIN FT	5,210	\$0.10	\$521.00	0	\$0.00
<b>Total</b>					<b>\$234,943.47</b>		<b>\$29,129.02</b>

Pavement Marking Cost \$29,129.02  
 Administration Cost (3%) \$873.87  
**Total Estimated Cost \$30,002.89**

## REQUEST FOR COUNCIL ACTION

March 15, 2016

**Department Origination:** Community Development

**Agenda Item:** Approve the use of a metal roof with exposed fasteners for a building addition at Holiday Inn Express located at 15739 Audubon Way.

**Approval Required:** Simple Majority Vote of the Council

### **BACKGROUND**

Northern Design's LLC, on behalf of Holiday Inn Express, has submitted an application for architectural review for a 40-foot by 100-foot building addition at Holiday Inn Express located at 15739 Audubon Way. The plan proposes to match the primary (EIFS) building material of the hotel with the building addition. The color of the EIFS would be burgundy (dark brown) and tan/beige to match. The applicant is proposing a 3:12 pitch metal roof with exposed fasteners. The architectural ordinance states that any pitched metal roof applications shall have concealed fasteners, unless otherwise reviewed by the Architectural Review Commission and approved by the City Council. The applicant is proposing to a parapet on East elevation to screen the pitched metal roof from view of Audubon Way.

A complete review of the proposed design and materials as they relate to the architectural ordinance is included in the table below.

<b>ARC Standard</b>	<b>Required</b>	<b>Proposed</b>	<b>Comments</b>
<b>Exterior Materials</b>	See allowed C-1 and C-2 materials	EIFS	OK
		Metal Flashing	OK
<b>Size/Mass</b>	Proportional	Comparable to adjacent buildings	OK
<b>Articulation – East / Front</b>	Max 50' Unbroken Expanse	40-feet wide, articulation provided with EIFS projections	OK
<b>Articulation – North / Side</b>	Max 50' Unbroken Expanse	Articulation provided with EIFS projections	OK
<b>Articulation – South / Front</b>	Max 50' Unbroken Expanse	Articulation provided with EIFS wall projections and door entry	OK
<b>Accessory Structures</b>	Existing building coordinated color	N/A	N/A
<b>Color</b>	Earth tone	Burgundy (dark brown) and Beige	OK
<b>Height/Roof Design</b>	Flat or 6:12+	3:12 metal roof with exposed fasteners	ARC Review Required

**FINANCIAL IMPLICATIONS**

There are no financial implications to the city with this application.

**ARCHITECTURAL REVIEW COMMISSION**

The Architectural Review Commission reviewed the application for a metal roof with exposed fasteners for a building addition at Holiday Inn Express on Friday, March 4 and recommended denial of the application.

**COUNCIL ACTION REQUESTED**

**MOTION** to deny the use of a metal roof with exposed fasteners for a building addition at Holiday Inn Express located at 15739 Audubon Way.

**CITY OF BAXTER, MINNESOTA  
RESOLUTION 2016-019**

**RESOLUTION APPROVING A CONDITIONAL USE PERMITS TO ALLOW A BANK DRIVE  
THROUGH FOR RIVERWOOD BANK LOCATED AT 14540 DELLWOOD DRIVE  
(CITY FILE NUMBER 16-04)**

WHEREAS, HTG Architects (“the applicant”) has requested approval of a conditional use permit for property legally described as follows:

Lot 2, Block 1, Target Addition to Baxter, Section 11, Township 133, Range 29, Crow Wing County, Minnesota.

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on March 8, 2016 and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their March 15, 2016 meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA, that it should and hereby does approve the request for a conditional use permit, subject to the following findings and conditions:

1. The conditional use permit allows a bank drive through, in accordance with the application and plans received by the city on February 16, 2016 and revised site plan and elevation plan received on March 4, 2016, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met.
2. Although not a requirement, the city requests seven feet of right-of-way on the north side of Clearwater Road.
3. The City will restripe Clearwater Road with a left center turn lane to the site as part of the 2016 full depth reclamation project on Clearwater Road.
4. The City will take out existing concrete curb cut and install new concrete curb cut as part of the 2016 full depth reclamation project on Clearwater Road.

**5. A building permit is required prior to commencement of construction.**

**6. Prior to the Issuance of a building permit, the applicant shall:**

- a. Revise plans to identify “one-way” and “do not enter” signage for review and approval by city staff.
  - b. Increase curb-cut widths on Clearwater Road and the Northerly access from 24 to 32 feet wide.
  - c. Submit a plan for the trash enclosure in compliance with the city’s full screening requirements.
  - d. Submit a lighting plan for review and approval by city staff for any ground or building lighting proposed.
  - e. Complete a signed development agreement for water, sanitary sewer and storm sewer.
  - f. A 20 foot wide utility easement is required over the water line and around the fire hydrant.
  - g. Revise landscape plan to show alternative locations for trees other than the building and parking expansion locations.
  - h. Revise landscape plan to show screening for drive through headlights.
  - i. Revise plans to show a sidewalk connection to the northeast corner of the site.
  - j. Revise plans to show a trail along Clearwater Road.
7. Silt fence shall be installed prior to construction or grading.
8. The applicant shall install a bike rack on the property.
9. All ground mechanical equipment shall be fully screened and all rooftop mechanical equipment shall be screened or painted to match the building, according to city requirements.
10. The future building addition on the east side of the building and the parking expansion in the northeast corner of the site are future improvements and require separate approvals, as required by the City at that time.
11. Signage shall require approval of separate sign permits.
12. Approval shall expire within one year of the date of approval unless the applicant commences the authorized use and completes the required improvements.

Whereupon, said Resolution is hereby declared adopted on this 15<sup>th</sup> day of March, 2016.

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Darrel Olson, Mayor

ATTEST:

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Kelly Steele, City Clerk

*City Seal*

**CITY OF BAXTER, MINNESOTA  
RESOLUTION 2016-020**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR GRADING WITHIN A  
SHORELAND DISTRICT TO PERCH LAKE FOR PROPERTY LOCATED AT 13179  
HOMESTEAD DRIVE (CITY FILE NUMBER 16-05)**

WHEREAS, Trevor and Jennifer Harting ("the applicant") have requested approval of a conditional use permit for property legally described as follows:

N 200Ft. of S. 1100Ft. of Lot 4 Subj to road easement of rec. Section 7, Township 133, Range 28.

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on March 8, 2016 and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their March 15, 2016 meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA, that it should and hereby does approve the request for conditional use permit subject to the following findings and conditions:

1. The conditional use permit allows for grading related to the construction of a new home within the shoreland zoning district of Perch Lake, in accordance with the application and plans received by the city on February 16, 2016, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met.
2. The low floor elevation shall comply with section 9-1-5 of the City Code of Baxter requiring a minimum three foot vertical separation from the OHWL to the low floor elevation. Perch Lake has an OHWL of 1,190.4 as is identified in section 10-3L-3 of the City Code of Baxter. Thus, the low floor elevation shall not be less than 1,193.4
3. Rain gutters shall be installed on the house to limit runoff to adjacent properties and to the lake. The gutters shall be discharged to the east.
4. The applicant shall install silt fence on the property. Erosion control must be maintained on the property until the ground cover is established.
5. Methods including temporary ground cover shall be used to prevent erosion and trap sediment.

6. Any fill shall be stabilized to accepted engineering standards.
7. The lot shall be sodded or hydro-seeded. Direct seeding may only be used in areas that have an irrigation system.
8. Building permits are required prior to beginning construction.
9. **Prior to issuance of a building permit, the applicant shall:**
  - A. Pay the remaining three (3) deferred assessments for city service stubs or address payment thereof per the City's assessment policy.
  - B. Put in place, an assessment agreement giving the City the right to assess the property based on the development potential of four (4) lots.
10. Approval shall expire within one year of the date of approval unless the applicant commences the authorized use and completes the required improvements.

**Whereupon, said Resolution is hereby declared adopted on this 15th day of March, 2016**

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**Darrel Olson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kelly Steele, City Clerk**

*City Seal*