



BAXTER CITY COUNCIL AGENDA

Tuesday, April 19, 2016

The regular meeting of the Baxter City Council will be held on Tuesday, April 19, 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. Public Comments

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

5. 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 April 5, 2016 (pp. 4 – 7).
- B. Approve City Council Work Session Minutes from April 5, 2016 (pp. 8 – 11).
- C. Approve the Payment of Bills and Finance Report (Addendum A).
- D. Approve Planning & Zoning Commission Minutes from April 12, 2016 (pp. 12 - 16).
- E. Approve Appointment for the Seasonal Position of Park Attendant (pg. 17).
- F. Approve Resolution 2016-027 Accepting updated feasibility report and ordering improvement hearing for 2016 Golf Course Drive Improvement Project (pg. 18 - 39).
- G. Approve Special Event Application for Brainerd Lakes Susan G. Komen Race for the Cure on June 25, 2016 (pp. 40 – 43).
- H. Adopt Ordinance 2016-009 and Summary Ordinance 2016-010 Amending Text of Title 2, Chapter 6 of the Baxter City Code Cemetery Board of Trustees (pp. 44 – 49).

- I. Schedule a Public Hearing for Certification of Delinquent Utility Bills, Invoices, and Abatements for Tuesday, May 17, 2016 at 7:00 p.m., or shortly thereafter (pg. 50).
- J. Approve Resolution 2016-028 Ordering Improvement and Preparation of Plans for the 2016 Mill and Overlay, Full Depth Reclamation and Turn Lane Improvement Project (pp. 51 – 52).
- K. Accept Utilities Commission Minutes of April 6, 2016 (pp. 53 – 62).
 - 1. Approve the Agreement for SEH Professional Services for the 2016 Fairview Road Improvement for Bidding, Final Assessment Calculations/Hearing, Additional Design and Easement Support in the Not to Exceed amount of \$25,353.00 (pp. 63 – 72).
 - 2. Adopt Resolution No. 2016-029 Approving Plans and Specifications and Ordering Advertisement for Bids for the 2016 Mill and Overlay, Full Depth Reclamation and Turn Lake Improvement Project (pp. 73 – 74).
 - 3. Approve the WSN Agreement for Professional Engineering Services for the Inglewood Drive Railway Crossing and Foley Road Improvements Feasibility Report Update in the Not to Exceed amount of \$9,750.00 (pp. 75 – 81).
 - 4. Award the 2016 Lift Station No. 8 Reconstruction Project to DeChantal Excavating in the amount of \$76,941.00 (pp. 82 – 84).
 - 5. Approve the Development Agreement for Riverwood Bank, Inc. (pp. 85 – 92).

6. Pulled Agenda Items

7. Other Business

- A. Adopt Resolution 2016-030 Revisions to Resolution No. 2016-019 approving a Conditional Use Permit for Riverwood Bank for property located at 14540 Dellwood Drive (pp. 93 - 97).
- B. P&Z actions
 - 1. Adopt Resolution No. 2016-031 approving a Conditional Use Permit for grading and filling within a shoreland district to the Mississippi Rivera and to allow cumulative building square footage to exceed 1,800 square feet for a 704 square foot accessory structure for property locate at 6245 Paris Road (pp. 98 - 99).
 - 2. Adopt Resolution No. 2016-032 approving a Conditional Use Permit for grading related to the construction of an accessory structure and general filling of a low area

within the shoreland district to Perch Lake for property located at 13230 Timberlane Drive (pp. 100 - 101).

3. Adopt Ordinance No. 2016-011, Summary Ordinance No. 2016-012 Findings of Fact Resolution No. 2016-033 to allow convenience stores/meat markets (without motor fuel stations) with an accessory propane fill station as a conditional use in the C-2 district and Resolution No. 2016-034 approving a Conditional Use Permit to allow a propane fill station at Von Hanson's Meats located at 15811 Audubon Way (pp. 102 - 107).
- C. Adopt Ordinance No. 2016-013 and Summary Ordinance No. 2016-014 approving City Code Amendments to related to mobile vending and seasonal vending regulations (pp. 108 - 121).

8. Council Comments

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

8. City Administrator's Report

9. City Attorney's Report

- A. Closed Session, Attorney Client Privilege, Minnesota Statute 13D.05, subd. 3(b)
- B. Closed Session under Minnesota Statute 13D.05, Subd. 3 (c) (3) to develop an offer for the purchase of real property

10. Adjourn

BAXTER CITY COUNCIL MINUTES
April 5, 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, Finance Director Jeremy Vacinek, and Public Works Director Trevor Walter

PUBLIC COMMENTS

Dave Schonrock, 6056 Fairview Road, explained that after conducting a traffic and pedestrian study this project could not be justified. The proposed path would be constructed in a residential area. Typically, paths are constructed to tie together points of interest. The proposed ditch is not needed because property owners do not have problems with water. Any water problems were caused by the City.

Stephen Frank, of Morey's, explained they previously had a restaurant operation, but do not have it today. Morey's has recently moved next to Von Hanson and they have had a tremendous boost in business since moving across the highway. Customers are always asking when they will have restaurant again. They have not had a restaurant since 2007. The current location lacks interior space to add a restaurant. It is envisioned the ancillary kitchen will be a quick stop for customers and an auxiliary to the primary business. This will create more traffic flow, but traffic will be manageable. Mr. Frank expressed his appreciation for the council's consideration and staff's time. The economics in the area do not allow for mobile vending. This opportunity would work with minimal disruption.

Paul, Seafood Markets Unlimited, explained Morey's is not a convenience store; they are a retail business with a food license. This will be an auxiliary kitchen.

CONSENT AGENDA

- A. Approve City Council Minutes from March 15, 2016
- B. Approve City Council Work Session Minutes from March 15, 2016
- C. Approve City Council Special Meeting Minutes from March 29, 2016
- D. Approve City Council Special Meeting Minutes from March 31, 2016
- E. Approve the Payment of Bills and Finance Report
- F. Approve Parks and Trails Commission Minutes from March 28, 2016
- G. Schedule the 9th Annual Stormwater Public Informational Meeting for Tuesday, May 17th, 2016 at 7:00 p.m. or shortly thereafter
- H. Award contract to Anderson Brothers Construction for the bituminous paving of Whispering Woods Lane and Mertens Drive in the amount of \$67,432.10
- I. Approve the Special Event Application for the HART 5K/10K Walk at Whipple Beach to be held September 10th, 2016
- J. Adopt Resolution 2016-021, Authorizing an Interfund Loan for Advance of Certain Costs in Connection with the Avantech Economic Development Tax Increment Financing District

- K. Approve the purchase of right-of-way from Jonathan and Heidi LeMieur located northeast of 5245 Joler Road at a cost of \$21,270.19 and authorize the City Attorney to complete the closing
- L. Approve Amendment to the Excelsior Road, Fairview Road, and Edgewood Drive Feasibility Study in the not to exceed amount of \$7,500 for the amendment with a total not to exceed amount of \$24,200 for the feasibility study
- M. Approve Resolution 2016-022 Ordering Preparation of Report for 2016 Mill and Overlay, Full Depth Reclamation and Turn Lane Improvement Project
- N. Approve Resolution 2016-023 Receiving Feasibility Report and Calling Hearing on Improvement for the 2016 Mill and Overlay, Full Depth Reclamation and Turn Lake Improvement Project
- O. Approve Resolution 2016-024 Ordering Improvement and Preparation of Plans for the 2016 North Dellwood Drive Improvement Project
- P. Approve Resolution 2016-025 Approving State of Minnesota Joint Powers Agreements with the City of Baxter on Behalf of its City Attorney and Police Department
- Q. Approve Resolution 2016-026 Approving Plans and Specifications and Ordering Advertisement for Bids for the 2016 Fairview Road Improvement Project
- R. Approve City of Baxter Tablet Computer Use Policy for City Council Members
- S. Accept Special Utilities Commission Minutes from March 16, 2016
- T. Approve the Development Agreement for Baxter, MN (14230 Dellwood N) LLC

City Administrator Heitke asked the Council to pull agenda item N.

Assistant City Administrator Steele asked the Council to pull agenda item R.

MOTION by Council Member Cross, seconded by Council Member Holman to approve the Consent Agenda, excluding agenda items N. and R. Motion carries unanimously.

N. Approve Resolution 2016-023 Receiving Feasibility Report and Calling Hearing on Improvement for the 2016 Mill and Overlay, Full Depth Reclamation and Turn Lake Improvement Project

City Administrator explained due to the number of effected property owners, the improvement hearing needs to be held at a larger location or separate hearings need to be held to accommodate all of the property owners. The consensus of the Council is to conduct one meeting on April 18.

MOTION by Council Member Cross, seconded by Council Member Nystrom to Approve Resolution 2016-023 Receiving Feasibility Report and Calling Hearing on Improvement for the 2016 Mill and Overlay, Full Depth Reclamation and Turn Lake Improvement Project, with the location to be determined. Motion carries with Nystrom, Barrows, Cross, and Olson voting yes. Holman abstaining.

R. Approve City of Baxter Tablet Computer Use Policy for City Council Members

Assistant City Administrator Steele explained an amendment to the policy has been distributed for council consideration.

MOTION by Council Member Cross, seconded by Council Member Holman to approve the amended City of Baxter Tablet Computer Use Policy for City Council Members. Motion carries unanimously.

OTHER BUSINESS

Approve issuance of an on-sale liquor license and Sunday on-sale liquor license for El Tequila, contingent upon the completion of a background check and receipt of certificate of insurance.

MOTION by Council Member Cross, seconded by Council Member Barrows to approve issuance of an on-sale liquor license and Sunday on-sale liquor license for El Tequila, contingent upon the completion of a background check and receipt of certificate of insurance. Motion carries unanimously.

COUNCIL COMMENTS

Steve Barrows: Council Member Barrows attended the Advantech event; it was exciting to have federal officials in attendance. Council Member Barrows attended the Gull View Technologies event and explained it was interesting to hear their business plan and how they are progressing. Council Member Barrows explained the City of Baxter's trail system is second to none. Regardless of some remarks made, Baxter is a place people want to come and residents enjoy the livability.

Mark Cross: Council Member Cross explained as Council Liaison to the Utilities Commission, he can assure the citizens of Baxter the City is utilizing tax dollars to their fullest.

Darrel Olson: Mayor Olson explained he received a proclamation request from the Knights of Columbus to proclaim the week of April 25, 2016 as Support Citizens with Intellectual Disabilities Week.

MOTION by Council Member Nystrom, seconded by Council Member Barrows to proclaim the week of April 25, 2016 as Support Citizens with Intellectual Disabilities Week. Motion carries unanimously.

A lot of the roads being discuss are twenty plus years old and at the end of their life. Not all trails in the city are for tourists. The City's five commissions indicate they want the trails to be linked.

CITY ADMINISTRATOR'S REPORT

City Administrator Heitke suggested finishing the work session items due to the possibility of a lengthy closed session.

Community Development Director Doty questioned if it is retail or convenience store and if opened up for all commercial uses, would we be looking at a different type of ordinance than mobile vending. If open to everyone, does this mean everyone with food sales or all commercial business owners? The council consensus is to have Community Development Director Doty prepare an ordinance amendment for consideration at the next council meeting.

Assistant City Administrator Steele explained at the meeting March 15, 2016 Council Work Session, staff posed the question if the Council wishes to assume the former role of the Cemetery Board or does the Council wish to reconstitute and reactivate the Board for the purpose of overseeing the cemetery. The Council consensus was to reconstitute and reactivate the Board. Staff has prepared an ordinance amendment to Title 2, Chapter 6 of the City Code to correct inconsistencies with Minnesota Statutes and to align the format with ordinances regulating the other city commissions. The amendment eliminates the Cemetery Board's authority to have financial control of the cemetery funds, the ability to enter into contracts for service, and to direct city employees.

MOTION by Council Member Barrows, seconded by Council Member Olson to direct staff to present the ordinance amendment for approval at the April 19, 2016 council meeting. Motion carries unanimously.

Assistant City Administrator Steele explained NJPA has asked the City to appoint two council members to serve on the NJPA Representative Assembly. On April 13, 2016, NJPA will hold their 38th Annual Meeting of the Representative Assembly at Maddens. The meeting agenda includes an amendment to their by-laws and a student recognition program.

Mayor Olson and Council Member Barrows offered to attend the meeting.

CITY ATTORNEY'S REPORT

Attorney Person explained he could address any concerns with the storm sewer pipe located under Mill's Fleet Farm. Attorney Person stated the easement runs with the land. When the pipe needs repair or replacement it will not be the City's cost.

Nonuser Connection Update

Attorney Person explained there are only three outstanding nonusers from the original list. Legally the city can move forward with connecting the nonuser properties. The consensus of the Council is to have Attorney Person move forward the legal process of connecting nonusers.

Closed Session, Attorney Client Privilege, Minnesota Statute 13D.05, subd. 3(b)

City Attorney Person explained the Council would be entering into a closed session under the attorney client privilege.

MOTION by Council Member Barrows, seconded by Council Member Nystrom to enter into a closed session at 8:01 p.m. Motion carries unanimously.

Mayor Olson opened the regular meeting at 8:33 p.m.

Attorney Person explained the consensus of the Council is to authorize staff to schedule formal mediation session with Essentia.

ADJOURNMENT

MOTION by Council Member Cross, seconded by Council Member Nystrom to adjourn the meeting at 8:34 p.m. to the NJPA meeting on April 18, 2016. Motion carries unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Kelly Steele
Assistant City Administrator/Clerk

BAXTER CITY COUNCIL MINUTES

Work Session

April 5, 2016

Mayor Darrel Olson called the Work Session to order at 5:30 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, Community Development Director Josh Doty, Assistant City Administrator Kelly Steele, Finance Director Jeremy Vacinek, and Public Works Director Trevor Walter.

Golf Course Drive Improvement Project

Mike Rardin, Bolton & Menk, Inc., explained upon the conclusion of the March 3, 2016 council work session, the council requested: 1) a condition inspection and evaluation of the storm sewers beneath the Mill's Fleet Farm building; 2) a hydraulic capacity analysis of those same sewers and the associated storm drainage system; and 3) a recommendation regarding the frequency of future inspections of these sewers. Work on these requested has been completed.

In summary, the condition inspection shows the storm sewers to be in very good condition and the hydraulic analysis indicates the existing sewers are capable of handling a ten year storm event with the assumption remaining undeveloped areas are completely developed. There does not appear to be any reason, from a condition or capacity perspective, to reroute the storm sewers currently located beneath the Mill's Fleet Farm building. Liability concerns associated with leaving the storm sewers beneath the building should be considered by the City before making a final decision on leaving or relocating these storm sewers. Finally, should the City retain the existing storm sewers beneath the Mill's Fleet Farm building, Mr. Rardin recommends condition inspections of those storm sewers be conducted at least once every six years until deterioration is found at which time the storm sewers should be inspected more frequently or repaired or replaced.

City Administrator Heitke explained a the City has an easement with Mill's Fleet Farm in which Mill's Fleet Farm holds the City harmless for Mill's Fleet Farm constructing over existing storm sewer pipes. City Attorney Person has suggested talking to the new owner to see there is interest in relocating the storm sewer pipes at their expense and then discharge the agreement. City Attorney Person had indicated he does not find the City liable for the storm sewer pipe. Mr. Rardin explained the storm sewer pipe has a long life expectancy of over 100 years. The current age of the storm sewer pipe is 35 years. A sag in the line was found east of Mill's Fleet Farm. This sag is

more than likely cause by settlement during the original installation. From a condition or capacity, there is no reason to remove the storm sewer pipe.

The council consensus is to ask City Attorney Person explain the City's liability under his report during the regular meeting. The Council asked City Attorney Person to communicate with the new Mill's Fleet Farm owner regarding the easement and their options, as well as the City's intent to continue moving forward with the project.

Excelsior Road/Fairview Road/Edgewood Drive Feasibility Study Update

Aric Welch, WSN, explained WSN is under contract with the City for preliminary engineering services related to improvements to Excelsior Road, Fairview Road, and Edgewood Drive. At the March 15, 2016 council meeting, the Council requested changes to the scope of services.

Three tasks and their associated costs have been developed. Task 1) provide a detailed traffic analysis of the Fruith site to determine what minimum improvements are needed to provide acceptable access if a development request was received; Task 2) move the roundabout as far south and east as possible to minimize impacts to private improvements; and Task 3) a stormwater analysis of the development area related to the Bolton & Menk storm water capacity analysis to address stormwater questions related to the project. This scope would include the delineation of existing drainage ways and modifications needed for the project. The amendment would add \$7,500 to the contract, bringing the total contract to \$24,200. Approval of the contract amendment is on the regular agenda for Council consideration.

Review Mill and Overlay Feasibility Report

Mr. Welch summarized the feasibility report considered proposed improvements of mill and overlay to various residential areas, full depth reclamation to various commercial areas, and the construction of the Cypress Drive turn lane.

Due to the large number of property owners subject to special assessments, the city will need to conduct the improvement hearing at a different venue or divide the project into smaller separate hearings. The Council consensus is to conduct one improvement hearing at a location to be determined on Monday, April 18.

Mobile Vending Ordinance Amendments

Community Development Director Doty explained back in 2014, the City Council approved a mobile vending ordinance for the City of Baxter. The ordinance created opportunity for mobile vendors in Baxter, while providing regulations that addressed concerns that come with this relatively new type of business. Specifically, the ordinance allows up to four mobile vendors to be licensed annually. Each licensed vendor can receive approval of up to 10 sites. The mobile vendor can then locate their mobile vending unit (food truck/trailer) in the City throughout the year at the approved sites, provided they do not stay at any given site for longer than two days per week. The regulations include distance requirements from brick and mortar restaurants and residential property. There are also specific requirements related to the mobile vending operation such as: site location review, signage, seating, trash management, health licensing, insurance etc.

At the time the City was developing the ordinance, several mobile vendors wanted to become licensed vendors in Baxter. However, after the ordinance was approved, no mobile vendors moved forward to receive a license.

The City has recently received an informal request to allow a food trailer in Baxter. Although the food trailer meets the definition of mobile vending, staff cannot process a license request for the food trailer under the existing ordinance because the proposed use of the food trailer does not match the use of typical mobile vendor. Specifically, the request is from a Baxter convenience store owner who would like to park a food trailer outside their business seasonally (from Memorial Day to Labor Day) to offer cooked food products from their store. The convenience store offers food products but does not have motor fuel sales. The City's existing ordinance only allows parking for two days at a time. So although the food trailer is mobile in the sense that the trailer is on wheels, the request would be more accurately described as seasonal vending.

The business owner would use the food trailer at other events but those events would be outside of Baxter. The remainder of the time, the owner would have the trailer parked in front of their store.

Staff's recommendation is for the City Council to have further discussions as needed to decide if an ordinance amendment to allow seasonal vending is something to support in Baxter. To aid in the City Council's discussion, the City should also consider the following factors:

- One of the concerns the City Council had with the mobile vending ordinance was to limit the amount of mobile vending that could occur in the City. Although the City has not received any mobile vending licenses, the City could receive applications at any time. Therefore, amendments to allow seasonal vending would increase the potential amount of vending in the City.

The City could develop ordinance amendments that allow seasonal vending, while limiting it to convenience stores without fuel sales and grocery stores and only allow food products in the mobile vending unit that are regularly sold in the store. This type of ordinance amendment would allow the business owner to move forward and would limit the application in Baxter. However, the City must consider that other non-convenience/grocery store owners may want this type of use and would not be able to proceed.

- The business owner could offer these cooked food products inside the building. The food trailer use avoids permit fees to construct a kitchen. The City must also consider SAC and WAC fees would not be charged, as these fees are based on seating, which is not allowed in the mobile vending ordinance.
- The City must also consider that this is one form of seasonal sales. This type of ordinance amendment could increase the likelihood that the City receives requests in the future for other types of seasonal sales.

To consider an ordinance, the city must decide which aspects of mobile vending the city wishes to regulate. The City Council could consider not allowing seasonal vending in the city, allowing seasonal vending as an accessory use to a convenience store without motor fuel sales/grocery store

in the city, allowing seasonal vending for a larger list of Commercial uses Baxter, or allowing seasonal vending with limited or no regulations.

If the city allows any type seasonal vending, the ordinance should also consider the following other regulations:

- 1) Minimum and/or Maximum Duration (hours, days, weeks, months)
- 2) Hours of Operation
- 3) Products for Sale (food only?)
- 4) Number of Trucks/Trailers Per Location (congregation of vendors)
- 5) Seating (tents, chairs, canopies, umbrellas)
- 6) Use of bollards or other traffic or pedestrian flow devices
- 7) Use of amplified or unamplified sounds
- 8) Trash
- 9) Signage
- 10) Lighting
- 11) Drive-up or Drive-through allowed?
- 12) Maximum distances from usable restrooms

The Council discussed reasons for allowing the use and for not allowing the use, as well as the concerns associated with each. City Administrator Heitke explained the Council would continue discuss on this item during the regular meeting.

Adjournment

MOTION by Council Member Cross, seconded by Council Member Barrows to adjourn at 7:00 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Kelly Steele
Assistant City Administrator/Clerk

PLANNING & ZONING COMMISSION MINUTES
April 12, 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 Howie Oswald, Gwen Carleton, Bob Ryan and Council Liaison Steve Barrows

MEMBERS ABSENT: Chair Bob Kinzel and Commissioner Steve Lund

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

OTHERS PRESENT: Ben VonBank, Mike Patrick, Bettie & Greg DenHerder and Tim Schulke

APPROVAL OF MINUTES

MOTION by Commissioner Carlton, seconded by Council Liaison Barrows to approve the minutes from the March 08, 2016 meeting as presented. Motion carried unanimously.

PUBLIC HEARINGS

All items under old and new business items will go to City Council on April 19, 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 April 19, 2016 at 7:00 pm.

OLD BUSINESS

None

NEW BUSINESS

1. PUBLIC HEARING. Conditional Use Permits to allow cumulative accessory building square footage to exceed 1,800 square feet and to allow grading within a shoreland area for property located 6245 Paris Rd. Lots 3 and 4, Paris Acres, Section 24, Township 133, Range 29 (City file 16-03)

Requested by: Greg & Betty DenHerder 6245 Paris Road 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 permit (CUP) to allow cumulative accessory building square footage to exceed 1,800 square feet by adding an additional 704 square foot garage and to allow grading within a shoreland area for property located along the Mississippi River (6245 Paris Rd.). The current property has 1,250 square feet, with the requested 704 square feet the total accessory structures would then be 1,954 square feet, thus the reason for the CUP. Planner Gindele added that currently the property is two parcels, however there is a request in to staff to administratively combine the lots to make one large lot that will accommodate the setbacks required for the proposed

garage. Planner Gindele reviewed the aerial with the Commission. He explained that there is a water feature in the back yard that was put in by the former residents, the feature has fallen into disrepair and the applicants are planning on removing the feature. Planner Gindele reviewed the impervious calculation, setbacks, the lot size and conditions, grading plan and location of the garage. He stated that staff is recommending approval with the conditions in the resolution.

Acting Chair Ryan opened the public hearing.

Mr. Tim Schulke, contractor for the applicant stated that they have no concerns regarding the conditions.

Acting Chair Ryan closed the public hearing.

Motion by Commissioner Carleton, second by Commissioner Oswald to recommend the City Council approve the conditional use permit to allow cumulative accessory building square footage to exceed 1,800 square feet and to allow grading within a shoreland area for property located 6245 Paris Rd. as presented in the resolution by staff. Motion carried unanimously.

2. PUBLIC HEARING. Conditional Use Permits to allow grading in the shoreland overlay district for a garage and yard improvements for property located 13230 Timberlane Dr. (Lot 2, Block 4 Parkwood, Section 12, Township 133, Range 29 (City file 16-09)

Requested by: Mike Patrick 13230 Timberlane Drive 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 permit to allow grading of a riparian lot (Perch Lake) and for a new detached garage within the shoreland overlay district at 13230 Timberlane Dr. Planner Gindele explained the impervious surface being 24 percent of the lot, which meets the 25 percent allowed, setbacks, DNR requirements for filling below the OHWL and the lot does have city services. The applicant has provided a site plan, erosion control plan and grading plan as there is a small area that would need to be filled in and is part of this CUP. Planner Gindele reviewed aerial views of the property with the Commission. Staff is recommending approval with the conditions set forth in the resolution. Planner Gindele indicated that condition 9, regarding gutters was in place to keep water from going towards the neighbor's home.

Acting Chair Ryan asked for clarification regarding the additional parking pad, if that was included in the impervious calculations, Planner Gindele indicated that it was.

Council Liaison Barrows asked if the condition regarding the gutters was going to cause a different location for water to accumulate being they are already requesting to fill one small area. Planner Gindele provided a map with contours that explained where the water would drain to in the future.

Acting Chair Ryan opened the public hearing.

Mr. Mike Patrick, owner/applicant further explained the benefit of grading towards the street and away from the neighbor's house. He indicated that he has no concerns with the conditions being requested.

Acting Chair Ryan closed the public hearing.

Motion by Commissioner Oswald, second by Commissioner Carleton to recommend the City Council approve the conditional use permit to allow grading in the shoreland overlay district for a garage and yard improvements for property located 13230 Timberlane Dr. as presented by staff in the resolution. Motion carried unanimously.

3. PUBLIC HEARING. Zoning Text Amendment to allow convenience stores/meat markets (without motor fuel stations) with an accessory propane fill station as a conditional use in the Regional Commercial District and a conditional use permit to allow a propane fill station at Von Hanson's Meats located at 15811 Audubon Way. (Lot 5, Block 1 The Nature Learning Trail Business Plat, Section 21, Township 133, Range 28 (City file 16-08)

Requested by: Ben VonBank (VonHanson Meats) 15811 Audubon Way 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 zoning text amendment to allow convenience stores/meat markets (without motor fuel stations) with an accessory propane fill station as a conditional use in the C-2 Regional Commercial District and a conditional use permit (CUP) to allow a propane fill station at Von Hanson's Meats located at 15811 Audubon Way. CD Director Doty stated that currently the zoning ordinance does not allow for propane fill stations without having a gas station. This request would institute a City wide amendment to allow propane fill stations without a gas station in the C-2 district with a conditional use permit (CUP). CD Director Doty provided an aerial view of the Von Hanson's Meats locations and explained where the propane fill station would be situated on the site. He reminded the Commission that previously a request to re-install fuel tanks was from Village Pumper and that request is still valid, however staff is not sure if the pumps will move forward. The aerial showed the red box location of where the propane tank and weigh station would sit and the green circles were trees that staff is requesting with a fence as well to fully screen the tank from view. The Commission reviewed additional views to see how the tank would be situated.

CD Director Doty indicated that people would be using this site to fill tanks for grills, fish houses and any small type propane tanks. The applicant is requesting 1,000 gallon tank and that has been written into the regulations. CD Director Doty reviewed all of the requirements with the Commission. CD Director Doty stated that the earth tone color regulation is going to be difficult to meet as the applicant has found a silver stainless steel tank and that does not meet the requirements, however the applicant is willing to paint the fence earth tone colors and the weigh station would not meet the earth tones. He stated that the building official needs to review the building of the fence and safety concerns. CD Director Doty stated that there is a 30' easement and the fence and tank will not be installed within that easement. Staff is recommending earth tone colors to meet the regulations; if the regulations are met then staff would recommend approval. CD Director Doty stated that the application was sent to MN DOT for approval and their letter back indicated that they were comfortable with the location.

Commissioner Carleton asked if staff is or is not recommending earth tone colors. CD Director Doty stated that staff would like earth tones. Council Liaison Barrows asked if the weigh station could be boxed in with only the door would be exposed. Acting Chair Ryan stated that the question would probably be best answered by the supplier as ventilation is likely required. Commissioner Carleton asked if stainless steel can be painted. Acting Chair Ryan stated that it can be powder coated and painted.

Acting Chair Ryan opened the public hearing.

Mr. Ben Von Bank, applicant approached the Commission and stated that he contacted the supplier and asked about the stainless steel weigh station. The supplier indicated to him that stainless steel doesn't rust as easy. He provided a picture of one that was painted white; it was showing signs of rust already. Mr. Von Bank stated that he is passionate about this and will abide by the Commission's request. He further stated that this will benefit all of the business around him. Commissioner Carleton asked if there were going to be additional tanks, Mr. Von Bank indicated that there would not be any additional tanks, only those being filled by customers. CD Director Doty stated that an additional condition could be added to make sure in the future that others don't try to have outside storage or additional tanks. Council Liaison Barrows asked staff if painting the weigh station cabinet would look worse in the long run. CD Director Doty stated that his concern would be the glare from the sun that could cause a problem for drivers along Hwy 371.

Acting Chair Ryan stated that he spoke to a person that works with high end stainless steel on different projects. That was how he learned what applications could be applied to stainless steel. Acting Chair Ryan asked about increasing the size of the fence by one foot to insure screening. CD Director Doty stated that anything over 6' is a CUP, this would add another fee and a building permit to this application. Commissioner Carleton asked how expensive it would be to powder coat, Acting Chair Ryan indicated that he was not sure.

Acting Chair Ryan closed the public hearing.

Commissioner Carleton indicated that she wasn't fully in support of earth tone colors for the weigh station. Commissioner Oswald agreed as long as the tank is painted.

Motion by Commissioner Carleton, second by Commissioner Oswald to recommend the City Council approve the Zoning Text Amendment to allow convenience stores/meat markets (without motor fuel stations) with an accessory propane fill station with modification to the weigh station not having to be earth tone in section 10-3G-3E as a conditional use in the Regional Commercial District and a conditional use permit to allow a propane tank fill station at Von Hanson's Meats located at 15811 Audubon Way.

Council Liaison Barrows asked prior to the vote for clarification regarding the weight station. If the earth tone is taken out and the next applicant comes in with a different material, then that applicant will not have to meet the earth tone requirements as well, CD Director Doty stated that was correct. He stated that if the earth tone color requirement is left in the zoning amendment then this applicant will be required to move forward with the earth tone weight station. CD Director Doty explained to the Commission a few different options that the Commission could require. Commissioner Carleton requested a revision to her motion.

Amended Motion by Commissioner Carleton, second by Commissioner Oswald to recommend the City Council approve the Zoning Text Amendment to allow convenience stores/meat markets (without motor fuel stations) to have an accessory propane fill station with modification made to 10-3G-3E stating "the propane tank shall be earth tone and the weigh station shall be stainless steel or painted earth tone colors" as a conditional use in the Regional Commercial District. Motion carried unanimously.

CD Director Doty stated that now a motion is needed for the site.

Motion by Commissioner Oswald, second by Commissioner Carleton to recommend the City Council

approve a conditional use permit to allow a propane tank fill station at Von Hanson's Meats located at 15811 Audubon Way as presented in the resolution provided by staff. Motion carried unanimously.

OTHER BUSINESS

Seasonal Vending Update

CD Director Doty wanted to provide an update on this topic because it was in the paper and the Council had a discussion at the last work session. Morey's is asking for seasonal vending outside of their building instead of a mobile vending unit. He just wanted to make the Commission aware of the situation. CD Director Doty gave the background on the mobile vending regulations including number of locations, location from brick and mortar building and days allowed (no more than 2 days in length per site), the new request by Morey's is to have the mobile vending stay at one location for a whole summer. Currently staff is being asked to allow a cooked version of the foods within that store being sold on site.

Acting Chair Ryan asked if it is any different from the fundraisers every Friday in front of the Cub or Super One store. CD Director Doty indicated that fundraisers are not part of the mobile vending ordinance; fundraisers with small grilling areas were exempt. Acting Chair Ryan stated that this will be a flag ship ordinance and it shouldn't be so specific that it only works for certain locations. CD Director Doty stated that it would be allowed only at stores that sell food products. CD Director Doty stated that the ordinance hasn't been written yet, but there are expansions that would need to be looked at such as power cords running across parking lots and signage going up. Acting Chair Ryan stated that it would be nice to see the ordinance be site friendly. Commissioner Carleton asked if it would require a permit at the beginning of every the year. CD Director Doty indicated that it most likely would to make sure the regulations are known to the applicant such as where a trailer can be parked, signage allowed and if seats can be placed outside. CD Director Doty stated that there were still some issues to think about including SAC/WAC charges possibly being explored. The Commission agreed that SAC/WAC charges would be totally out of line as these units would not be hooked into city water and sewer. Chair Ryan asked if a public restroom would need to be provided, CD Director Doty stated that there are requirement for restrooms in the mobile vending regulations and the building code. Acting Chair Ryan stated that this shouldn't be considered in the same category of mobile vending, these businesses have already paid for their buildings and SAC/WAC fees.

ADJOURNMENT

MOTION by Commissioner Carleton, seconded by Commissioner Oswald to adjourn the meeting at 7:16 p.m. Motion carried unanimously.

Approved by:

Submitted by:

Acting Chair Bob Ryan

Shanna Newman CD Administrative Assistant

REQUEST FOR COUNCIL ACTION

April 19, 2016

Department Origination: Administration

Agenda Section: Consent

Agenda Item: Approve Appointment for the Seasonal Position of Park Attendant

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

Interviews and background checks have been completed on the recommended appointments to fill the positions of park attendant. All but one of the recommended appointments worked as a park attendant last summer. The park attendants are responsible for overseeing the Whipple Beach Recreational Area, mowing, ballfield maintenance, opening and closing park pavilions, and cleaning park pavilions and restrooms.

FINANCIAL IMPLICATIONS

The seasonal park attendant positions are accounted for in the budget at \$10.00 per hour.

STAFF RECOMMENDATIONS

Staff recommends the appointment of Tom Graumann, Zachary Mohrfeld, Michael Lyscio, Gretchen Gramer, Devan Liebeg, and Corey Nelson as seasonal park attendants.

COUNCIL ACTION REQUESTED

Motion to approve the appointment of Tom Graumann, Zachary Mohrfeld, Michael Lyscio, Gretchen Gramer, Devan Liebeg, and Corey Nelson to the seasonal position of park attendant at \$10.00 per hour.

REQUEST FOR COUNCIL ACTION

04.19.2016

Department Origination:
Public Works

Agenda Section:
Consent

Agenda Item: Approve Resolution 2016-027 accepting updated feasibility report and ordering improvement hearing for 2016 Golf Course Drive Improvement Project

Approval Required: Simple Majority Vote of the Council

BACKGROUND

The City Council approved the Widseth Smith Nolting Golf Course Drive - Excelsior Road and Woida Road Feasibility Report on July 21, 2015.

Bolton & Menk recently completed the supplement to the report which provides additional details and updated costs for the project.

The project is scheduled for construction in 2016. Bolton and Menk has completed the storm sewer analysis and it is attached for your review.

FINANCIAL IMPLICATIONS

The project is in the City 5-Year Capital Improvements Plan. The project will be funded by a combination property owner assessments, Storm Water Enterprise Fund and debt levy.

STAFF RECOMMENDATION

Staff recommends City Council approve Resolution 2016-027 accepting updated feasibility report and ordering improvement hearing for 2016 Golf Course Drive Improvement Project.

COUNCIL ACTION REQUESTED

MOTION to approve Resolution 2016-027 accepting updated feasibility report and ordering improvement hearing for 2016 Golf Course Drive Improvement Project.

- Attachments: 1). Bolton and Menk Golf Course Drive Excelsior Road to Woida Road Feasibility Supplemental Report Dated April 13, 2016
2). Bolton and Menk Memo Dated April 13, 2016
3). Bolton and Menk Storm Sewer Analysis Dated April 7, 2016
4). Resolution 2016-027



GOLF COURSE DRIVE

EXCELSIOR TO WOIDA

CITY OF BAXTER, MINNESOTA

**SUPPLEMENT TO FEASIBILITY REPORT
PREPARED BY WIDSETH, SMITH, NOLTING AND
DATED JUNE 23, 2015**

Submitted by:

Bolton & Menk, Inc.
7656 Design Road, Suite 200
Baxter, MN 56425
P: 218-825-0684
F: 218-825-0685

Certification

Supplement to Feasibility Report
for
Golf Course Drive – Excelsior to Woida

City of Baxter, Minnesota

BMI Project B11.111354

April 13, 2016

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

By: _____
Bryan G. Drown, P.E.
License No. 41934

Date: _____



Table of Contents

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Appendix

- Appendix A: Proposed Improvements**
- Appendix B: Preliminary Cost Estimates**
- Appendix C: Preliminary Assessment Roll**
- Appendix D: Project Schedule**

1.0 Purpose

The purpose of this Supplement to the Feasibility Report prepared by Widseth, Smith, & Nolting dated June 23, 2015 is to provide additional information related to the Golf Course Drive Improvement Project. The additional information derives from an enhanced project scope discussed with the City that differs slightly from the original Feasibility Report and updates estimated quantities and unit prices tabulated in the preliminary design.

2.0 Project Scope

The scope of the Golf Course Drive Improvement Project has been slightly revised since the original Feasibility Report was completed in June 2015. Due to the deteriorated condition of the existing pavements at the south end of the proposed project milling the bituminous and placing new bituminous pavement thru the Excelsior Road intersection has been added to the project. On the north end of the project the project limits have been revised to end the project at the mid radius of the intersection of Woida Road and Golf Course Drive as Woida Road will be improved as part of the 2016 Mill and Overlay Project scheduled to completed prior to the Golf Course Drive Improvement Project. (See Attached Revised Exhibits E-G in Appendix A).

Re-routing storm sewer from under the Mills Fleet Farm building has been analyzed as part of this project but was not deemed necessary. The project scope associated with storm sewer consists of replacing castings of existing structures in the full depth reclamation areas and reconstruction of existing structures and piping in the area between Universal Drive and Links Lane, as originally proposed in the 2015 report.

The condition of existing curb and gutter was reviewed with City Staff to determine the extent of curb replacement needed in the full depth reclamation areas. Pedestrian crossings on the north end of the project from the Mills Ford employee parking lot have been evaluated and are not compliant with the Americans With Disabilities Act (ADA). The north crossing can be made compliant with improvements to the adjacent pedestrian ramps and proper signing. We are in contact with Mills Ford to discuss pedestrian movements in this area to determine if the south crossing can be removed. South pedestrian crossing improvements and costs are not currently included in the project.

3.0 Estimated Project Costs

Cost estimates are based upon public construction cost information. Since the consultant has no control over the cost of labor, materials, competitive bidding process, weather conditions, and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and no warranty or guarantee as to the accuracy of construction cost estimates is made. The Client agrees that costs for project financing shall be based upon actual, competitive bid prices with reasonable contingencies.

Estimated costs for the proposed improvements are as follows:

Full Depth Reclamation Area – Excelsior Road to Universal Road and Links Lane to Woida Road

Estimated Project Cost = \$424,560.00

Reconstruction Area – Universal Road to Links Lane

Storm Sewer Project Cost = 490,806.00

Roadway Project Cost = \$453,718.00

Total Estimated Project Cost = \$1,369,084.00

A detailed breakdown of estimated project costs is provided in the Appendix B.

4.0 Method of Assessment

As stated in the original Feasibility Report all estimated assessments are being 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 proposed roadway and storm sewer improvements would be assessed to the benefitting property except for the replacement of the existing storm sewer between Universal Drive and Links Lane. Assessments were based on Commercial properties on the west side of Golf Course Drive and a Mixed Use class consisting of Office Space, Residential, and Commercial properties on the East Side.

Based on the current City assessment policy the following were determined:

Full Depth Reclamation Area – Excelsior Road to Universal Road and Links Lane to Woida Road

Estimated Project Cost = \$424,560.00

Assessable Footage = 6,255

Cost Per Assessable Foot: \$67.88

Reconstruction Area – Universal Road to Links Lane

City Contribution for Storm Sewer Replacement = \$415,044.00

Costs for roadway improvements and additional storm sewer components associated with widening the roadway and constructing to a full urban section were assumed to be assessed to the benefitting property owners.

Roadway Improvements Estimated Project Cost = \$453,718.00

Assessable Footage = 4,242

Cost Per Assessable Foot: \$106.96

Assessable Storm Sewer Cost = \$75,762.00

Assessable Footage = 4,242

Cost Per Assessable Foot: \$17.86

A detailed breakdown of estimated project assessments is provided in the Appendix C.

5.0 Schedule

An updated project schedule is provided in Appendix D.

6.0 Conclusions

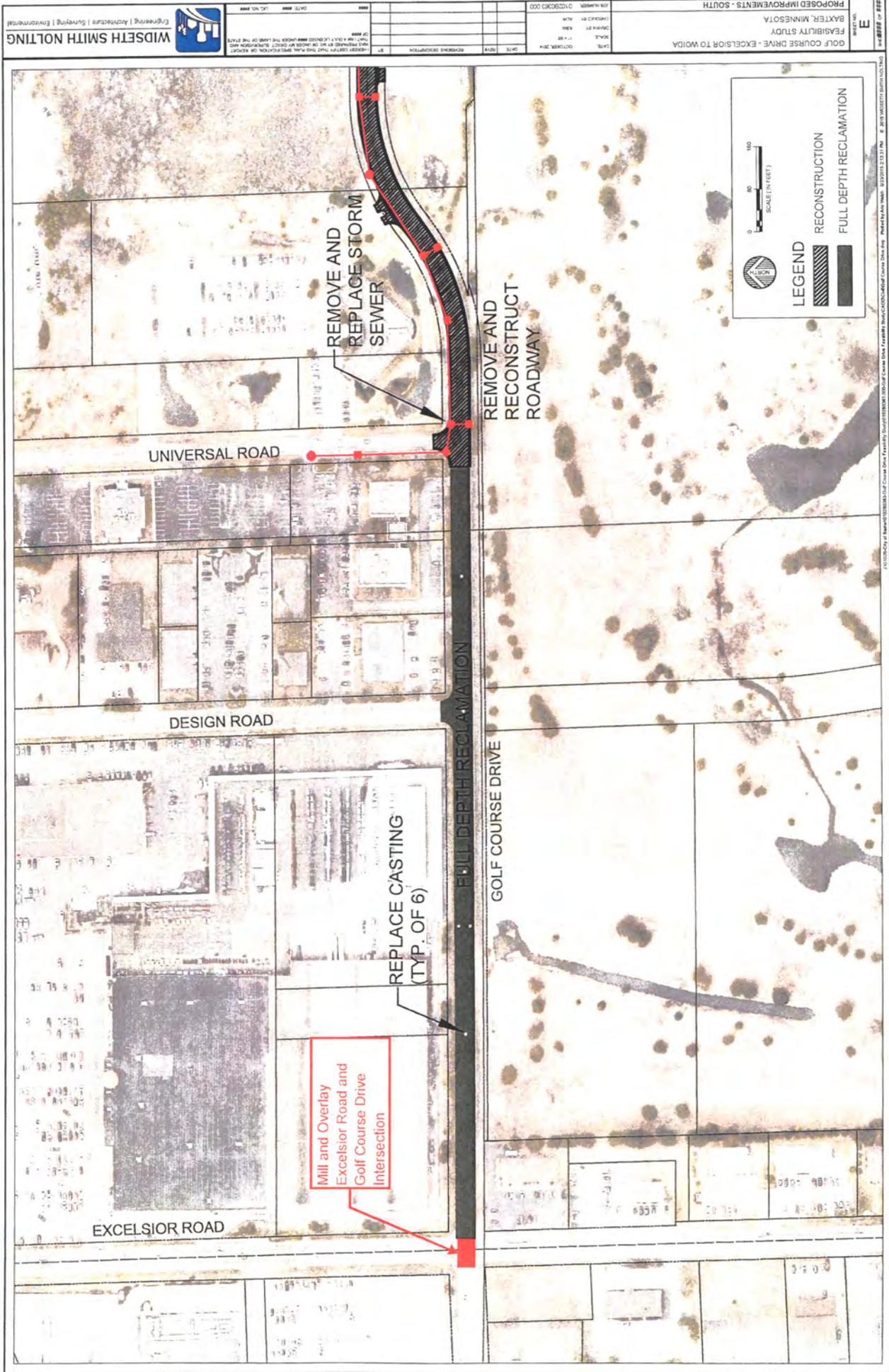
From an engineering standpoint, this project is feasible, cost effective and necessary and can best be accomplished by letting competitive bids for the work.

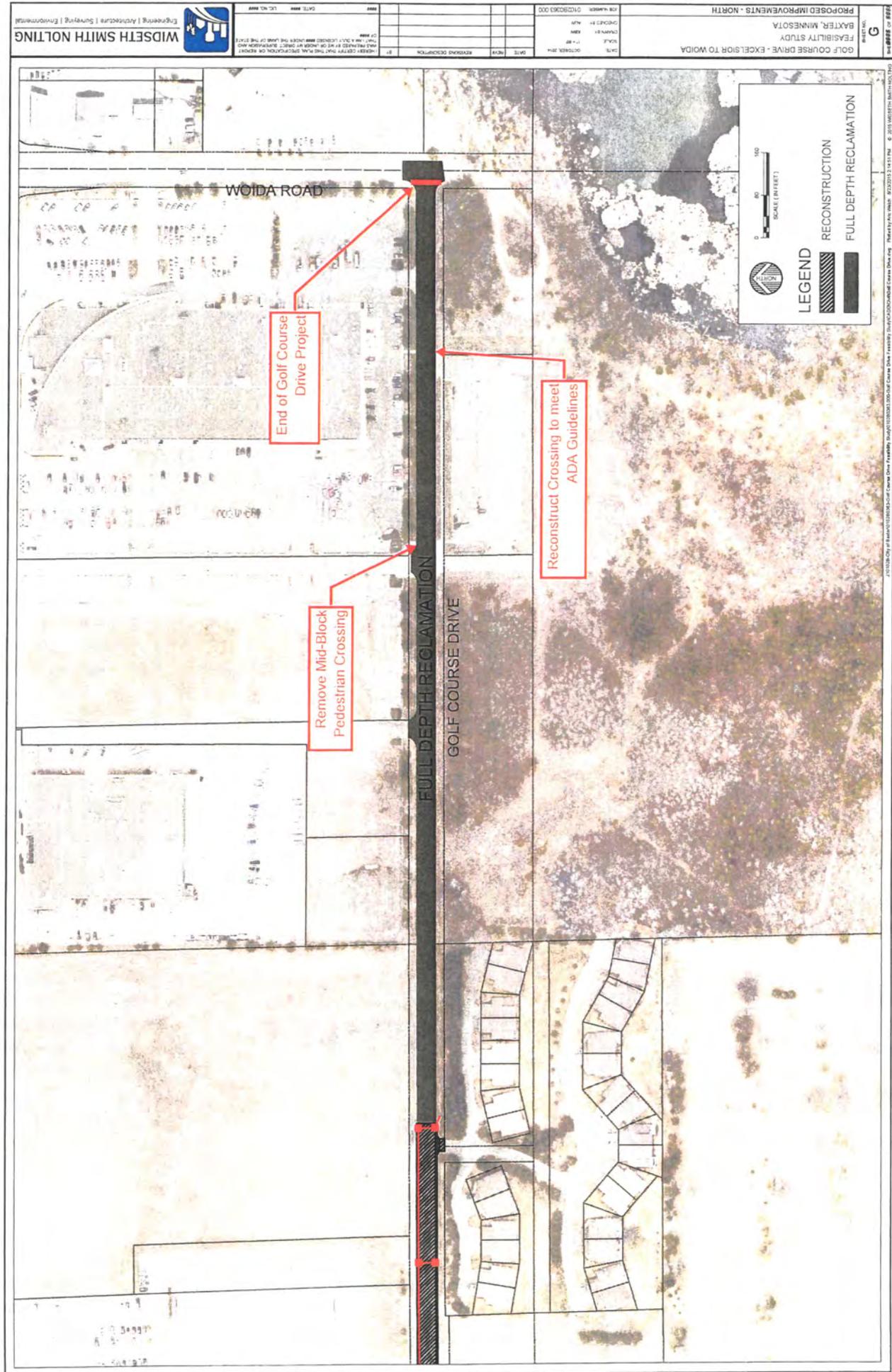
7.0 Recommendation

The proposed improvements will benefit adjacent properties and the City of Baxter by improving the existing street and utilities in these areas.

Bolton & Menk, Inc. recommends that, if these improvements are determined to be financially feasible, the City Council approve this report and order preparation of final plans and specifications. In determining the financial feasibility, the City should consider whether the Statute Chapter 429 will be used, and if so, determine the appropriate assessment level that is equitable, fair, and defensible if challenged by appeal.

Appendix A: Proposed Improvements





PROJECT NO. G		DATE: 02/20/2024		SCALE: 1" = 40'	
PROJECT NAME: GOLF COURSE DRIVE - EXCELSIOR TO WOIDA		DATE: 02/20/2024		SCALE: 1" = 40'	
CLIENT: BAKTER, MINNESOTA		DATE: 02/20/2024		SCALE: 1" = 40'	
PROJECT LOCATION: PROPOSED IMPROVEMENTS - NORTH		DATE: 02/20/2024		SCALE: 1" = 40'	
DRAWN BY: WIDSETH SMITH NOLTING		DATE: 02/20/2024		SCALE: 1" = 40'	
CHECKED BY: WIDSETH SMITH NOLTING		DATE: 02/20/2024		SCALE: 1" = 40'	
APPROVED BY: WIDSETH SMITH NOLTING		DATE: 02/20/2024		SCALE: 1" = 40'	
PROJECT DESCRIPTION: RECONSTRUCT CROSSING TO MEET ADA GUIDELINES		DATE: 02/20/2024		SCALE: 1" = 40'	
PROJECT NO. G		DATE: 02/20/2024		SCALE: 1" = 40'	

WIDSETH SMITH NOLTING
 Engineering | Architecture | Surveying | Environmental
 10000 15th Avenue North, Suite 100, Excelsior, MN 55426
 Phone: 763.437.1111 | Fax: 763.437.1112 | www.widsethsmithnolting.com

Appendix B: Preliminary Cost Estimates

ESTIMATED PROJECT COST
 2016 LODGE COURSE DRIVE
 CITY OF BAXTER, MINNESOTA
 BAI PROJECT NO. 011.111.254
 April 12, 2016

ITEM NO.	SPEC NO.	ITEM	UNIT	PRICE	FULL DEPTH RECLAMATION (FDR)			ROADWAY			STORM SEWER (CITY)			STORM SEWER (ASSESSABLE)			PROJECT TOTAL		
					ESTIMATED QUANTITY	TOTAL COST	%	ESTIMATED QUANTITY	TOTAL COST	%	ESTIMATED QUANTITY	TOTAL COST	%	ESTIMATED QUANTITY	TOTAL COST	%	ESTIMATED QUANTITY	TOTAL COST	%
1	2041.001	REMOVE EXISTING CURB AND GUTTER	LUMP SUM	\$17,500.00	0.31	\$17,500.00	0.31%	0.31	\$17,500.00	0.31%	0.31	\$17,500.00	0.31%	0.31	\$17,500.00	0.31%	0.31	\$17,500.00	0.31%
2	2104.001	REMOVE CURB AND GUTTER	LN FT	\$5.00	2430	\$12,150.00	24.30%	2430	\$12,150.00	24.30%	2430	\$12,150.00	24.30%	2430	\$12,150.00	24.30%	2430	\$12,150.00	24.30%
3	2104.005	REMOVE BITUMINOUS PAVEMENT	50 YD	\$1.25	15	\$18.75	0.15%	15	\$18.75	0.15%	15	\$18.75	0.15%	15	\$18.75	0.15%	15	\$18.75	0.15%
4	2104.009	REMOVE CASTING STRUCTURE	EACH	\$350.00	1	\$350.00	0.35%	1	\$350.00	0.35%	1	\$350.00	0.35%	1	\$350.00	0.35%	1	\$350.00	0.35%
5	2104.009	REMOVE SAND TYPE C	EACH	\$100.00	4	\$400.00	0.40%	4	\$400.00	0.40%	4	\$400.00	0.40%	4	\$400.00	0.40%	4	\$400.00	0.40%
6	2104.013	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LN FT	\$4.00	120	\$480.00	1.20%	120	\$480.00	1.20%	120	\$480.00	1.20%	120	\$480.00	1.20%	120	\$480.00	1.20%
7	2104.013	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LN FT	\$7.50	10	\$75.00	0.10%	10	\$75.00	0.10%	10	\$75.00	0.10%	10	\$75.00	0.10%	10	\$75.00	0.10%
8	2104.013	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LN FT	\$7.50	10	\$75.00	0.10%	10	\$75.00	0.10%	10	\$75.00	0.10%	10	\$75.00	0.10%	10	\$75.00	0.10%
9	2104.013	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LN FT	\$7.50	10	\$75.00	0.10%	10	\$75.00	0.10%	10	\$75.00	0.10%	10	\$75.00	0.10%	10	\$75.00	0.10%
10	2104.023	REMOVE CASTING STRUCTURE	EACH	\$100.00	4	\$400.00	0.40%	4	\$400.00	0.40%	4	\$400.00	0.40%	4	\$400.00	0.40%	4	\$400.00	0.40%
11	2105.001	COMMON CEMENTATION (P)	CU YD	\$25.00	3032	\$75,800.00	75.80%	3032	\$75,800.00	75.80%	3032	\$75,800.00	75.80%	3032	\$75,800.00	75.80%	3032	\$75,800.00	75.80%
12	2105.001	COMMON CEMENTATION (P)	CU YD	\$25.00	3032	\$75,800.00	75.80%	3032	\$75,800.00	75.80%	3032	\$75,800.00	75.80%	3032	\$75,800.00	75.80%	3032	\$75,800.00	75.80%
13	2123.001	COMMON LABORERS	HOUR	\$50.00	20	\$1,000.00	1.00%	20	\$1,000.00	1.00%	20	\$1,000.00	1.00%	20	\$1,000.00	1.00%	20	\$1,000.00	1.00%
14	2123.001	COMMON LABORERS	HOUR	\$50.00	20	\$1,000.00	1.00%	20	\$1,000.00	1.00%	20	\$1,000.00	1.00%	20	\$1,000.00	1.00%	20	\$1,000.00	1.00%
15	2111.001	AGGREGATE BASE CLASS 5	TON	\$165.00	4	\$660.00	0.66%	4	\$660.00	0.66%	4	\$660.00	0.66%	4	\$660.00	0.66%	4	\$660.00	0.66%
16	2111.001	AGGREGATE BASE CLASS 5	TON	\$165.00	4	\$660.00	0.66%	4	\$660.00	0.66%	4	\$660.00	0.66%	4	\$660.00	0.66%	4	\$660.00	0.66%
17	2211.003	AGGREGATE BASE (CV) CLASS 5	CU YD	\$45.00	15480	\$697,200.00	697.20%	15480	\$697,200.00	697.20%	15480	\$697,200.00	697.20%	15480	\$697,200.00	697.20%	15480	\$697,200.00	697.20%
18	2215.001	FILL DEPTH RECLAMATION	50 YD	\$4.25	168	\$712.50	0.71%	168	\$712.50	0.71%	168	\$712.50	0.71%	168	\$712.50	0.71%	168	\$712.50	0.71%
19	2226.001	TYPE 1.5 WEARING COURSE MIXTURE (2.0)	50 YD	\$50.00	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%
20	2300.001	TYPE 1.5 WEARING COURSE MIXTURE (2.0)	TON	\$50.00	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%
21	2300.001	TYPE 1.5 WEARING COURSE MIXTURE (2.0)	TON	\$50.00	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%	3000	\$150,000.00	150.00%
22	2503.041	12" RCP PIPE DESIGN 2006 CLASS V	LN FT	\$25.00	40	\$1,000.00	1.00%	40	\$1,000.00	1.00%	40	\$1,000.00	1.00%	40	\$1,000.00	1.00%	40	\$1,000.00	1.00%
23	2503.041	15" RCP PIPE DESIGN 2006 CLASS V	LN FT	\$30.00	10	\$300.00	0.30%	10	\$300.00	0.30%	10	\$300.00	0.30%	10	\$300.00	0.30%	10	\$300.00	0.30%
24	2503.041	18" RCP PIPE DESIGN 2006 CLASS V	LN FT	\$35.00	10	\$350.00	0.35%	10	\$350.00	0.35%	10	\$350.00	0.35%	10	\$350.00	0.35%	10	\$350.00	0.35%
25	2503.041	30" RCP PIPE DESIGN 2006 CLASS III	LN FT	\$50.00	10	\$500.00	0.50%	10	\$500.00	0.50%	10	\$500.00	0.50%	10	\$500.00	0.50%	10	\$500.00	0.50%
26	2503.041	36" RCP PIPE DESIGN 2006 CLASS III	LN FT	\$60.00	10	\$600.00	0.60%	10	\$600.00	0.60%	10	\$600.00	0.60%	10	\$600.00	0.60%	10	\$600.00	0.60%
27	2503.041	36" RCP PIPE DESIGN 2006 CLASS III	LN FT	\$60.00	10	\$600.00	0.60%	10	\$600.00	0.60%	10	\$600.00	0.60%	10	\$600.00	0.60%	10	\$600.00	0.60%
28	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
29	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
30	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
31	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
32	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
33	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
34	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
35	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
36	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
37	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
38	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
39	2506.001	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LN FT	\$250.00	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%	4	\$1,000.00	1.00%
40	2531.007	CONCRETE CURB & GUTTER DESIGN (B) (B)	LN FT	\$13.50	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%
41	2531.007	CONCRETE CURB & GUTTER DESIGN (B) (B)	LN FT	\$13.50	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%
42	2531.007	CONCRETE CURB & GUTTER DESIGN (B) (B)	LN FT	\$13.50	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%
43	2531.007	CONCRETE CURB & GUTTER DESIGN (B) (B)	LN FT	\$13.50	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%
44	2531.007	CONCRETE CURB & GUTTER DESIGN (B) (B)	LN FT	\$13.50	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%
45	2531.007	CONCRETE CURB & GUTTER DESIGN (B) (B)	LN FT	\$13.50	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%
46	2531.007	CONCRETE CURB & GUTTER DESIGN (B) (B)	LN FT	\$13.50	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%
47	2531.007	CONCRETE CURB & GUTTER DESIGN (B) (B)	LN FT	\$13.50	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%
48	2531.007	CONCRETE CURB & GUTTER DESIGN (B) (B)	LN FT	\$13.50	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%
49	2531.007	CONCRETE CURB & GUTTER DESIGN (B) (B)	LN FT	\$13.50	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%	4486	\$60,561.00	60.56%
50	2574.008	FERTILIZER TYPE 1	POUND	\$2.25	42	\$94.50	0.95%	42	\$94.50	0.95%	42	\$94.50	0.95%	42	\$94.50	0.95%	42	\$94.50	0.95%
51	2574.008	FERTILIZER TYPE 1	POUND	\$2.25	42	\$94.50	0.95%	42	\$94.50	0.95%	42	\$94.50	0.95%	42	\$94.50	0.95%	42	\$94.50	0.95%
52	2574.008	FERTILIZER TYPE 1	POUND	\$2.25	42	\$94.50	0.95%	42	\$94.50	0.95%	42	\$94.50	0.95%	42	\$94.50	0.95%	42	\$94.50	0.95%
53	2574.008	FERTILIZER TYPE 1	POUND	\$2.25	42	\$94.50	0.95%	42	\$94.50	0.95%	42	\$94.50							

Appendix C: Preliminary Assessment Roll

ASSESSMENT CALCULATIONS

STORM SEWER REPLACEMENT (CITY CONTRIBUTION):	\$415,044.00
ASSESSABLE PROJECT COSTS:	\$415,044.00
ASSESSABLE FRONTAGE	\$75,762.00
COST PER ASSESSABLE FOOT:	4242
	\$106.96
	\$17.86
TOTALS:	\$415,044.00
	\$954,040.00

INDIVIDUAL ASSESSMENTS CALCULATIONS

	PROPERTY OWNER	FDR PROJECT		ROADWAY		STORM SEWER		TOTALS
		FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	
1	MILLS PROPERTIES LLC	366	\$24,842.36					\$24,842.36
2	MILLS PROPERTIES LLC	94	\$6,380.28					\$6,380.28
3	MILLS PROPERTIES LLC	470	\$31,901.39					\$31,901.39
4	JEMAWIL LLC	149	\$10,113.42					\$10,113.42
5	ARNOLD S. JOHNSON ENTERPRISES LLC	135	\$9,163.17					\$9,163.17
6	ARNOLD S. JOHNSON ENTERPRISES LLC	150	\$10,181.29					\$10,181.29
7	ARNOLD S. JOHNSON ENTERPRISES LLC			132	\$14,118.52	132	\$2,357.52	\$16,476.04
8	ARNOLD S. JOHNSON ENTERPRISES LLC			338	\$36,151.98	338	\$6,036.67	\$42,188.65
9	TRIANGLE 66 OIL INC			360	\$38,505.06	360	\$6,429.59	\$44,934.65
10	KFC BUILDING PARTNERSHIP			146	\$15,615.94	146	\$2,607.56	\$18,223.50
11	KFC BUILDING PARTNERSHIP			146	\$15,615.94	146	\$2,607.56	\$18,223.50
12	COHELOGIC COMMERCIAL			191	\$20,429.08	191	\$3,411.25	\$23,840.33
13	DAYTON HUDSON INC TARGET STORES			465	\$49,735.71	465	\$8,304.89	\$58,040.59
14	DAYTON HUDSON INC			90	\$9,626.27	90	\$1,607.40	\$11,233.66
15	MILLS PROPERTIES LLC			209	\$22,354.33	209	\$3,732.73	\$26,087.06
16	MILLS PROPERTIES LLC	332	\$22,534.60					\$22,534.60
17	MILLS PROPERTIES LLC	200	\$13,575.06					\$13,575.06
18	MILLS PROPERTIES LLC	215	\$14,593.19					\$14,593.19
19	MILLS PROPERTIES LLC	305	\$20,701.97					\$20,701.97
20	MILLS PROPERTIES LLC	686	\$46,582.46					\$46,582.46
21	GUNNARSON PROPERTIES LLC	187	\$11,335.18					\$11,335.18
22	EVANGELICAL LUTHERAN GOOD SAMARITAN	757	\$51,381.60					\$51,381.60
23	EVANGELICAL LUTHERAN GOOD SAMARITAN	80	\$5,430.02					\$5,430.02
24	EVANGELICAL LUTHERAN GOOD SAMARITAN	411	\$27,896.75					\$27,896.75
25	EVANGELICAL LUTHERAN GOOD SAMARITAN			439	\$46,954.79	439	\$7,840.53	\$54,795.31
26	PEGASUS TRANSECT LLC AND PEACHES INC			491	\$52,516.63	491	\$8,769.25	\$61,285.87
27	KFC BUILDING PARTNERSHIP			146	\$15,615.94	146	\$2,607.56	\$18,223.50
28	KFC BUILDING PARTNERSHIP			146	\$15,615.94	146	\$2,607.56	\$18,223.50
29	EVANGELICAL LUTHERAN GOOD SAMARITAN			588	\$62,891.60	588	\$10,501.66	\$73,393.27
30	COUNTRY CLUB ESTATES			355	\$37,970.27	355	\$6,340.29	\$44,310.56
31	COUNTRY CLUB ESTATES	335	\$22,738.23					\$22,738.23
32	MILLS PROPERTIES LLC	718	\$48,734.47					\$48,734.47
33	MILLS PROPERTIES LLC	685	\$46,494.58					\$46,494.58
TOTALS:		6255	\$424,560.00	4242	\$453,718.00	4242	\$75,762.00	\$954,040.00

COUNTRY CLUB ESTATES

TOTAL ASSESSABLE COSTS:	\$67,048.79
TOTAL NUMBER OF ASSESSABLE LOTS:	30
PER LOT ASSESSMENT:	\$2,234.96

COST SUMMARY

STORM SEWER (CITY CONTRIBUTION):	\$415,044.00	30.32%
ASSESSED COSTS - FDR PROJECT	\$424,560.00	31.01%
ASSESSED COSTS - RECONSTRUCTION PROJECT	\$453,718.00	33.14%
ASSESSED COSTS - STORM SEWER	\$75,762.00	5.53%
TOTAL PROJECT COST:	\$1,369,084.00	100.00%

Appendix D: Project Schedule

**PROJECT SCHEDULE
GOLF COURSE DRIVE IMPROVEMENTS
BAXTER, MN
3/30/2016**

DESIGN TASKS	DATES	NOTES
Kick Off Meeting	2/5/2016	
Review Design Road Storm Sewer Relocation	2/16/2016	City Council Meeting
Joint Council / Commission Workshop	Week of February 22, 2016	Not necessary
Review Storm Sewer Relocations	3/3/2016	City Council Meeting
Finalize Storm Sewer Relocations	4/5/2016	City Council Meeting
Update Feasibility Report	April 2016	
Design	Feb - April 2016	
Review Updated Feasibility Report	Tuesday, April 19, 2016	City Council Meeting
Resolution Accepting Updated Feasibility Report and Ordering Improvement Hearing	Tuesday, April 19, 2016	City Council Meeting
Mailed Notice for Improvement Hearing	Thursday, April 21, 2016	One notice at least 10 days prior to hearing
First Published Notice for Improvement Hearing	Friday, April 22, 2016	Twice in local newspaper, one week apart, last notice must be at least three days prior to hearing.
Public Information Meeting	Week of April 25, 2016	
Second Published Notice for Improvement Hearing	Friday, April 29, 2016	
Project Update	Wednesday, May 4, 2016	Utilities Commission Meeting
Improvement Hearing	Thursday, May 5, 2016	
Resolution Ordering Project and Preparation of Final Plans and Specifications	Tuesday, May 17, 2016	City Council Meeting
Wetland Permit Applications		Allow 90-days to Receive Permits
State Aid Review	May 2016	
Review Plans and Specifications	Wednesday, June 1, 2016	Utilities Commission Meeting
Resolution Approving Plans and Authorizing Advertisement for Bid	Tuesday, June 07, 2016	City Council Meeting
Resolution Ordering Assessment Hearing	Tuesday, June 07, 2016	City Council Meeting
Bidding Publication	Friday, June 10, 2016	Publication must be made at least three weeks before last day to submit bids, at least once in official newspaper and once in trade paper or First Class city newspaper.
Mailed Notice for Assessment Hearing	Thursday, June 16, 2016	One notice at least two weeks prior to hearing
Published Notice for Assessment Hearing	Friday, June 17, 2016	Once in local newspaper at least two weeks prior to hearing.
Bid Opening	Tuesday, July 5, 2016	By default bid remains subject to acceptance for 60 days after the Bid opening.
Bid review with Utilities Commission	Wednesday, July 6, 2016	Utilities Commission Meeting
Assessment Hearing	Thursday, July 7, 2016	
Resolution Adopting Assessment Rolls	Tuesday, July 19, 2016	City Council Meeting
Award Contract (contingent on no objections to sp assessments)	Tuesday, July 19, 2016	City Council Meeting
Notice of Award	Wednesday, July 20, 2016	City Council Meeting. Contractor has 15 days to deliver signed agreement, bonds and insurance certificates.
Project Update	Wednesday, August 3, 2016	Utilities Commission Meeting
End of Assessment Appeal Period	Thursday, August 18, 2016	Appeals to district court must be made within 30 days after adoption of the assessment roll.
Begin Construction	August 2016	
Construction	August - Sept - Oct	6 week construction window to be allowed
Project Update	Wednesday, September 7, 2016	Utilities Commission Meeting
Project Update	Wednesday, October 4, 2016	Utilities Commission Meeting
Construction Complete	Friday, October 14, 2016	



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Golf Course Drive Improvement Project

Date: April 13, 2016

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

From: Mike Rardin, PE *MR*

Subject: Golf Course Drive Improvement Project
Supplement to Feasibility Report of June 23, 2015

Supplement Summary

A Supplement to the Wiseth Smith Nolting (WSN) project Feasibility Report of June 23, 2015 providing additional details and updated costs has been completed and is attached to this memo. The following highlights items addressed in the Supplement:

1. The south project termini was moved to the south side of Excelsior Road.
2. The north project termini was moved to the south side of Woida Road.
3. Storm sewer replacement as originally proposed has been verified.
4. Curb and gutter replacement has been determined and it increased from 770 feet to 2,681 feet at an estimated cost increase of \$9,555.
5. Pedestrian crossings at the north end of the project have been evaluated with removal of the south crossing being recommended.
6. Total project costs increased from an estimated \$1,305, 535 to \$1,369,084
7. City costs increased from an estimated \$391,161 to \$415,044
8. Total assessments increased from an estimated \$914,193 to \$954,040

Project Schedule

The project is on schedule for 2016 construction. A complete detailed schedule is attached to the Supplement. The following is a summary of major activities proposed to move this project forward:

Accept Feasibility Report Supplement and Order Improvement Hearing	Tuesday, April 19
Public Information Meeting	Week of April 25
Improvement Hearing	Thursday, May 5
Order Project and Preparation of Final Plans and Specifications	Tuesday, May 17
Approve Plans and Authorize Advertisement for Bid	Tuesday, June 7
Order Assessment Hearing	Tuesday, June 7
Advertise for Bids	Friday, June 10
Bid Opening	Tuesday, July 5
Assessment Hearing	Thursday, July 7
Adopt Assessment Rolls	Tuesday, July 19
Award Contract (contingent on no objections to sp assessments)	Tuesday, July 19

Next Steps / Actions

The following action is needed at the Council meeting of April 19th to keep this project on schedule:

1. Adopt Resolution accepting Feasibility Report Supplement and Ordering Improvement Hearing

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Consulting Engineers & Surveyors

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4/7/2016

Mike Rardin, PE
Senior Project Manager
Bolton & Menk, Inc.
Baxter, MN 56425

RE: Golf Course Drive Project – Storm Sewer Analysis
City of Baxter, MN
Project No.: B11111354

Dear Mr. Rardin:

This memo provides a brief description of the storm sewer hydrology and hydraulics analysis completed for the City of Baxter MN. The focus of this study is on the pipe capacity where the main lines converge near the outlet. This study of the storm drainage and collection system is intended to determine if the 66" storm and adjacent segments near the outlet are adequately sized. The storm sewer watershed was analyzed from the outlet at the southern end of Golf Course Drive through all contributing areas. The modeled area is shown in the attached figure, Existing Watersheds. The following is a brief description of the analysis methods and findings for the Golf Course Drive storm sewer analysis.

Existing Conditions Model

The analysis indicates that the existing storm sewer is capable of passing the 10 year storm event without significant flooding. The sewer does pressurize during the 10 year flood, but the model does not indicate that surcharging is likely for a 10 year storm event. The model hydrology further assumes that the entire commercial area along TH 371 has been completely developed, so the modeled flowrates are higher than what would be observed during a current storm event. A map of the modeled area, titled Existing Conditions Model, along with the profiles of various storms can be found in the attached figures.

Consideration should be given to removing a 30" culvert that is currently downstream of the outlet east of Mill's Fleet Farm. This culvert creates a significant stream stage increase downstream of the outlet of the storm sewer. This tailwater condition inhibits the sewers capacity during large storm events. Removal of this 30" culvert will reduce the tailwater at the outlet of the storm sewer.

Option 1 Model

Currently, two storm sewer mains combine beneath the Mill's Fleet Farm building. From the north a 48" diameter sewer meets a 42" diameter sewer flowing in from the west where they combine into a 66" sewer which then flows to the east under Golf Course Drive. Option 1 proposes to split the two incoming sewers and route each line under Golf Course Drive to separate outlets. The northern 48" sewer would be rerouted at the manhole at Design Road to flow east to the intersection with Golf

Course Drive. To increase the capacity of this sewer, it is recommended that the sewer be upsized to a 54" diameter pipe. The western 42" storm sewer currently flows under Excelsior Road. This sewer would be rerouted to continue under Excelsior Road until the intersection with Golf Course Drive where it would flow north to the current outlet. To increase the capacity of this sewer, it is recommended that this sewer be upsized to a 48" diameter pipe.

This option offers a small increase in storm sewer capacity for both storm sewers. The preliminary design model does not show any adverse impacts to upstream watersheds. A map the proposed alignment and the pipe profiles can be found in the attached figures labeled Option 1.

Option 2 Model

Option 2 maintains the same sewer alignment for the western storm sewer as proposed in Option 1. The northern sewer would be further rerouted from Option 1. Currently the northern sewer flows south under Golf Course Drive until the intersection with Universal Drive where it flows west for a short distance before flowing south through a commercial development. This preliminary design option proposes rerouting the storm sewer to flow continuously along Golf Course Drive to the outlet east of Mills Fleet Farm building. Similar to Option 1, it is proposed this sewer be upsized to a 54" diameter pipe.

This option increases the capacity of the northern sewer and helps to prevent sewer surcharges during larger rainfall events. A map the proposed preliminary alignment and the pipe profiles can be found in the attached figures labeled Option 2.

Conclusions

The analysis of the existing conditions indicate that the existing storm sewer has the capacity to convey the peak flows of the 10 year storm. If the City decides to relocate its sewers from beneath the Mill's Fleet Farm building, it is recommended that the City pursue the changes outlined in Option 2. This option provides a greater increase in the sewer's carrying capacity through the system.

It is further recommended that the City pursue removal of the downstream 30" culvert noted in the existing conditions. This downstream culvert restricts flow in the channel which causes a higher tailwater at the outlet of the storm sewer. During large storm events this tailwater inhibits the sewers ability to outlet storm water efficiently and increases water elevations inside of the sewer.

Model Details

The model developed for this study is intended to be used as a simplified regional model for preliminary design. The model isolated key storage areas, inlets, and manholes throughout the system to create representative model of the whole storm water conveyance system. Manholes and inlets were chosen at pipe diameter changes, the transitions from open channel flow to pipe flow, and at the confluence of major trunk sewers. These locations are referred to as Junctions in the attached figures.

The model incorporates current NOAA Atlas 14 rainfall depths and MSE III distribution curves to model the 10, 50, and 100 year storms, although primary consideration was given to the 10 year design storm. Runoff was calculated using the TR 20 method. It was assumed that future land uses along TH 371 will be fully developed as commercial lots. The system was modeled dynamically to account for varying flow and stage, backwater effects, and flow reversal between storage nodes, as seen in the negative HGL slopes along Profile 1 for the 100 year storm events.

The regional model approach used in this study provides an accurate representation of the 10 year storm event. The model assumes that the inlet capacity is not exceeded and that surface ponding within the watershed is minimal. Watersheds are routed directly to the key junctions and storage nodes mentioned earlier. While accurate for the 10 year storm events, this simplified method may be overly conservative for

larger storm events that exceed the storm drainage system capacity. During large storm events, inlet capacity may be exceeded which creates more storage in the watershed. This surface ponding may also cause overland flows between watersheds or out of the system entirely. Since this is a simplified model, it is not intended to include the detailed flow patterns that may be necessary in analyzing the larger storms that exceed the storm drain capacity. As such, the modeled 50 or 100 year storm profiles may not reflect the conditions of the system during those storms. They do however offer insight into the sewer's overall carrying capacity for high flow situations.

If you have any questions or comments regarding the analysis please feel free to contact me at your convenience at (651) 704-9970 or by email at brentjo@bolton-menk.com.

Sincerely,



Brent Johnson, P.E., CFM
BOLTON & MENK, INC.

**CITY OF BAXTER MINNESOTA
RESOLUTION 2016- 027**

**RESOLUTION RECEIVING A SUPPLEMENT TO THE FEASIBILITY REPORT AND
CALLING HEARING ON IMPROVEMENT FOR THE 2016 GOLF COURSE DRIVE
IMPROVEMENT PROJECT**

WHEREAS, pursuant to a resolution the council adopted July 15, 2014, a report dated June 23, 2015 was prepared and presented to the City during July 21, 2015 by Widseth Smith Nolting & Associates, Inc. (WSN) with reference to Improvement Number 4110, the improvement of Golf Course Drive from Excelsior Road to Wolda Road; and, on February 2, 2016 Bolton & Menk, Inc. was authorized by the council to prepare an update to this report for this proposed project; the Supplement to the WSN report was received by the council on April 19, 2016; and

WHEREAS, the Supplement to 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 street in accordance with the updated report and the assessment of abutting properties located on Golf Course Drive from Excelsior Road to Wolda 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 \$1,369,084.
2. A public hearing shall be held on such proposed improvement on Thursday, May 5, 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 19th day of April, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

REQUEST FOR COUNCIL ACTION

April 19, 2016

Department Origination: Police

Agenda Section: Consent

Agenda Item: Approval of Special Event Application for Brainerd Lakes Susan G. Komen Race for the Cure on June 25, 2016

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

The Brainerd Lakes Susan G. Komen Race for the Cure has submitted a special event application for their June 25, 2016 run/walk to be held at Forestview Middle School. The event organizer is anticipating approximately 2,000 people will attend the event. This event has been occurring at the Forestview site since the summer of 2008. Each year the volunteers working the event meet with city staff prior to and following the event to discuss improvements that can be made to continue running the event in a safe and efficient manner.

Traffic control will again be needed at four intersections around the school area. There will be road closures on Knollwood Drive from CR 48 to Mapleton Road and on Mountain Ash Drive from CR 48 to Mapleton Rd. These closures and the number of attendees are what trigger the council approval for this special event.

Notices will once again go out to the residences affected by the road closure in advance of the event.

FINANCIAL IMPLICATIONS

The police department will incur 2-4 hours of overtime as a result of staffing this event.

STAFF RECOMMENDATION

Staff recommends Council approve the issuance of a Special Event Permit for the Brainerd Lakes Susan G. Komen Race for the Cure to be held on June 25, 2016.

COUNCIL ACTION REQUESTED

Motion to approve a Special Event Permit for the Brainerd Lakes Susan G. Komen Race for the Cure on June 25, 2016

Attachment:

1. Special Event Application for Brainerd Lakes Susan G. Komen Race for the Cure



Council _____
Police 4-5-16
Admin _____

Special Event Application

A Special Event Permit is required if one or more of the following apply to your event:

- Alcohol will be sold
- Admission or rental fees will be charged or donations requested
- 300 or more individuals will be in attendance
- Special services required (road closure, traffic control, security, etc.)
- Temporary Structure Permit is required

Applicant Information

Name: Brainerd Lakes Susan G. Komen Race for the Cure - Damien Williams, Operations Chair
 Address: 4910 State Hwy 210 SW City: Pillager State: MN
 Phone (W): 218-866-2009 Phone (H): 218-746-4130 Fax: _____
 Email: damien_williams@ricelake.org

Event Information

Date of Event: June 25, 2016 Description of Event: 5K Run, 5K Walk, 1k Walk
 Location of Event: Forestview School 12149 Knollwood Drive Baxter, MN 56425
 Number of Attendees: 2000 +/- attendees
 Property Owner's Name (if different from applicant): ISD #181
 Number of Volunteers: _____

Tents, Membrane Structures and Canopies

Is a tent, membrane structure or canopy proposed to be used for this event? Yes No
If a tent or membrane structure over 200 sq. ft. or a canopy over 400 sq. ft. is being used a separate permit may be required, see instructions on attached page. Please contact Community Development at 218-454-5100 for a Temporary Structure Application.

Signs

Is a sign being used for this event? Yes No There will be signs used to direct traffic on the day of the race
 Banner Temporary Sign If Yes, what size? Sign Size: _____ X _____ = _____ sq. ft. (Not exceed thirty two (32) square feet in size for commercial districts and sixteen (16) square feet for residential districts.)

Please contact Community Development at 218-454-5100 for a Sign Application.

Mobile Vending

Will a food truck or mobile vending be used for this event? Yes No

Please contact Community Development at 218-454-5100 for a food truck or mobile vending permit.

Required Submittals

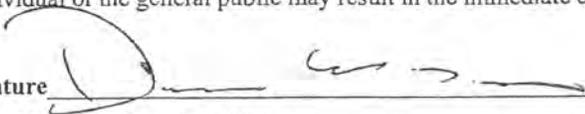
This application is not considered complete until the following materials, as required by city code, have been submitted. Failure to submit any or all of the required materials may result in a delay or denial of your permit. Please do NOT use permanent paint on roads or trails.

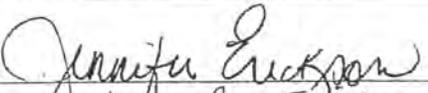
Please attach separate pages as necessary.

- Admission Fee/ Rental Fee/ Donation Requested \$ _____
- Food/ Alcohol being served _____
- Special City Services Requested (Road closure, security, traffic control, etc.)
- Copies of any required State or County license or permit
- Certificate of Insurance (must name the city, its officials, employees, and agents as additional insured.)
- Any public health plans
- Emergency plans (fire prevention, emergency medical, severe weather, etc.) **An Ambulance will be on site**
- Security plans
- Traffic/Parking plans
- Sound/ Noise plan

The signature of the legal owner of the event location or the owner's official representative is required and authorizes the designee of the City of Baxter to enter the property to perform inspections to establish and ensure compliance with all permit conditions. Entry may be without prior notice.

I hereby acknowledge that I have read this application and that all information is true and current to the best of my knowledge. I hereby agree that the special event will be conducted in accordance with the Baxter City Code and the laws of the State of Minnesota. I further understand that failure to comply with the conditions of my Special Event Permit, including the payment of required fees, deposits and reimbursements, or conducting the event in a way that creates a threat to the health, safety, or welfare of any individual or the general public may result in the immediate cancellation of the Special Event Permit.

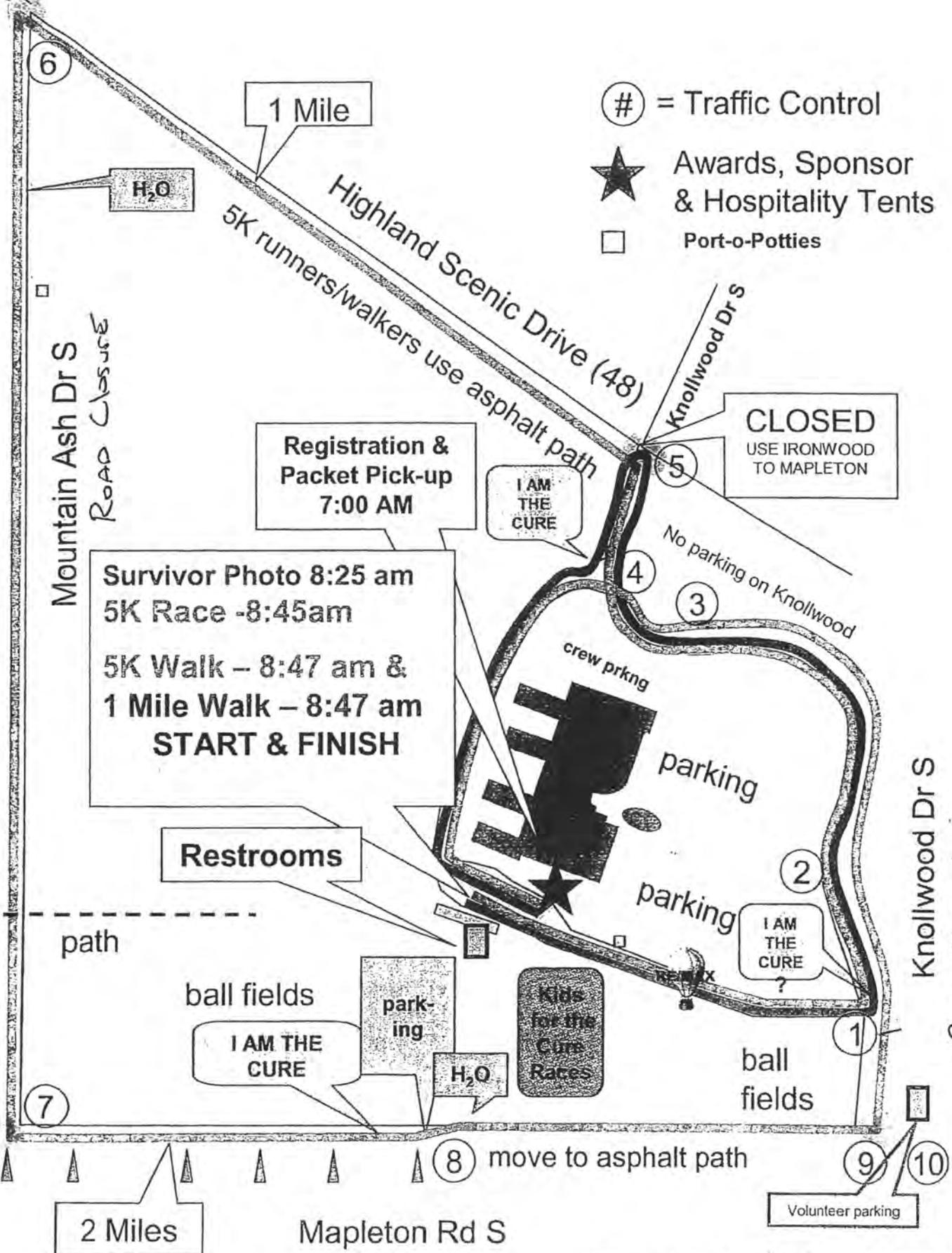
Applicant's Signature  Date 3/23/16
 Applicant's Printed Name Damien Williams

Owner's Signature  Date 3-30-16
 Owner's Printed Name Jennifer Erickson

= Traffic Control

★ Awards, Sponsor & Hospitality Tents

□ Port-o-Potties



Mountain Ash Dr S
Road Closure

1 Mile

H₂O

Highland Scenic Drive (48)
5K runners/walkers use asphalt path

Knollwood Dr S

CLOSED
USE IRONWOOD
TO MAPLETON

Registration &
Packet Pick-up
7:00 AM

I AM
THE
CURE

Survivor Photo 8:25 am
5K Race -8:45am
5K Walk - 8:47 am &
1 Mile Walk - 8:47 am
START & FINISH

Restrooms

No parking on Knollwood

crew prkng

parking

parking

Knollwood Dr S
Road Closure

path

ball fields

I AM THE
CURE

park-
ing

H₂O

Kids
for the
Cure
Races

ball
fields

7

8 move to asphalt path

9

10

Volunteer parking

2 Miles

Mapleton Rd S

= TRAFFIC CONTROL NEEDED
AT THESE LOCATIONS

REQUEST FOR COUNCIL ACTION

April 19, 2016

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

Agenda Item: Adopt Ordinance No. 2016-009 and Summary Ordinance No. 2016-010 Amending Text of Title 2, Chapter 6 of the Baxter City Code Cemetery Board of Trustees

Approval Required: 4/5 Vote of the Council

BACKGROUND

At the meeting April 5, 2016 Council Work Session, the council consensus was to reconstitute and reactivate the Board for the purpose of overseeing the cemetery. Staff has prepared an ordinance amendment to Title 2, Chapter 6 of the City Code to correct inconsistencies with Minnesota Statutes and to align the format with ordinances regulating the other city commissions. The amendment eliminates the Cemetery Commission's authority to have financial control of the cemetery funds, the ability to enter into contracts for service, and to direct city employees.

FINANCIAL IMPLICATIONS

Staff has prepared a summary publication ordinance to reduce the expense of publishing the full ordinance amendment.

STAFF RECOMMENDATIONS

Staff recommends that the City Council adopt the proposed ordinance revision and summary publication ordinance.

COUNCIL ACTION REQUESTED

Adopt Ordinance No. 2016-009 and Summary Ordinance No. 2016-010 approving City Code Amendments related to Cemetery Commission establishment regulations.

Attachment:

1. Ordinance No. 2014-009 Cemetery Commission
2. Ordinance No. 2014-014 Summary Publication Ordinance Cemetery Commission

Every ordinance must be published once in the City's official newspaper. A statutory city council may publish a summary of a lengthy ordinance. Publishing the title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published. A summary must be written in a clear and coherent manner and avoid the use of technical or legal terms not generally familiar to the public. The summary publication must clearly indicate that the published material is only a summary, and must contain a notice that the full text is available for public inspection. *MN Statute 412.191.*

ORDINANCE 2016-009

AN ORDINANCE AMENDING TEXT OF TITLE 2, CHAPTER 6 OF THE BAXTER CITY CODE

THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA DOES ORDAIN:

The text of Title 2, Chapter 6 (Cemetery ~~Board of Trustees~~ Commission) of the Baxter City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

2-6-1: MEMBERSHIP:

~~The board of trustees shall consist of five (5) members. (Ord. 62, 4-18-1995; amd. Ord. 2013-04, 3-19-2013)~~

2-6-2: APPOINTMENT:

~~The mayor shall appoint a board of trustees to be approved by the city council. (Ord. 62, 4-18-1995; amd. Ord. 2013-04, 3-19-2013)~~

2-6-3: TERM:

~~Each member shall serve a five (5) year term. No two (2) members' terms shall end in the same year. When the board is first established, members shall serve the balance of the calendar year when first appointed plus serve terms of five (5), four (4), three (3), two (2) and one further calendar year. (Ord. 62, 4-18-1995; amd. Ord. 2013-04, 3-19-2013)~~

2-6-4: OFFICERS:

~~The board of trustees shall elect the following officers: chairperson, vice chairperson and secretary. (Ord. 62, 4-18-1995; amd. Ord. 2013-04, 3-19-2013)~~

2-6-5: COMPENSATION:

~~All members of the board of trustees shall serve without compensation. (Ord. 62, 4-18-1995; amd. Ord. 2013-04, 3-19-2013)~~

2-6-6: MEETINGS:

~~The board of trustees shall meet on a quarterly basis unless the trustees deem additional meetings are necessary. The board of trustees shall determine the exact dates of these meetings. Special meetings may be called by the chairperson of the board of trustees or by any two (2) trustees upon written notice to the other trustees. (Ord. 62, 4-18-1995; amd. Ord. 2013-04, 3-19-2013)~~

ESTABLISHMENT: There is hereby established a City of Baxter Cemetery Commission, hereinafter referred to as the "commission".

PURPOSE:

- A. Purpose: The commission is establish to make recommendations to the city council on the city's cemetery.

2-6-7: DUTIES:

Duties: The commission shall hold meetings of its members and hold necessary public hearings and meetings to consider matters as referred to the commission by the council, or initiated by the members of the commission and deemed necessary to carry out the purposes and duties established in this chapter. Such duties shall include:

- A. ~~Management Maintenance Of Cemetery: The board of trustees shall commission shall make recommendations regarding the maintenance and improvement of the cemetery grounds to the city council. control and manage all aspects of the Baxter City Cemetery including, but not limited to, maintenance and improvement.~~

- B. Annual Report: The ~~board of trustees~~ commission shall make an annual report to the city council on all matters pertaining to cemetery affairs.

- C. ~~Establish Fees: The board of trustees~~ commission shall recommend ~~establish~~ fees to be charged for burial privileges; such fee schedule must be approved by the city council to become effective. ~~Such funds can be used for any cemetery related purpose as determined by the board of trustees.~~

~~D. Recordkeeping:~~

- ~~1. Records; Registry: The board of trustees shall keep all records regarding the Baxter City Cemetery. In addition to other records and duties imposed in relation to the cemetery, the board of trustees shall keep an updated register of all interments showing name, age, residence, marital status, place of death; maintain a chart showing lot and block number in cemetery and shall notify the commissioner of veteran affairs of the interment of a veteran as required by law.~~
- ~~2. Financial Records: The city finance officer shall keep all financial records of accounts for the Baxter City Cemetery. Copies shall be provided to the board of trustees.~~
- ~~3. Collection And Transmission Of Funds: The board of trustees shall establish a policy regarding the collection of monies from the public and the transmission of such monies from the public to the city financial officer for deposit.~~
- 4. Expenditures: The ~~board of trustees~~ commission shall ~~authorize~~ recommend expenditures for the Baxter City Cemetery, ~~with such monies to be deposited with the city financial officer.~~
- 5. Minutes: Minutes shall be kept of each ~~board of trustees' commission's~~ meeting ~~by the secretary. The secretary will distribute~~ eCopies of the last meeting minutes will be distributed before each meeting. Minutes will be reviewed and approved by the members. Minutes, when approved and accepted by the city council, shall be filed with the city clerk.

E. Rules: The ~~board of trustees commission~~ shall ~~establish management recommend~~ rules for conduct of the public in the Baxter City Cemetery. (Ord. 62, 4-18-1995; amd. Ord. 2013-04, 3-19-2013)

2-6-8: PERPETUAL CARE FUND; OPERATING FUND:

The ~~board of trustees city council~~ shall establish two (2) monetary funds for the Baxter City Cemetery:

A. Perpetual Care Fund ~~shall be established by the city council pursuant to Minnesota Statutes. The investment earnings from the Perpetual Care Fund shall annually be transferred to the Operating Fund.:~~

~~1. Established: A perpetual care fund shall be established by the board of trustees pursuant to Minnesota statutes.~~

~~2. Transfer To Operating Fund: The earnings from the perpetual care fund will annually be transferred to the operating fund.~~

B. Operating Fund: The ~~board of trustees city council~~ shall establish an operating fund and shall use such monies for the management, maintenance and care of the Baxter City Cemetery. Such funds shall also be used for capital improvements as needed. (Ord. 62, 4-18-1995; amd. Ord. 2013-04, 3-19-2013)

2-6-9: CEMETERY OPERATIONS:

~~A. Contract For Services: The board of trustees shall have the authority to contract for services regarding the management of the Baxter City Cemetery.~~

~~B. Volunteer Services: The board of trustees shall be authorized to approve and accept volunteer services.~~

~~C. Direct Services: The board of trustees shall be authorized to accept and direct services of other city employees as approved by their supervisors.~~

~~D. Financial Gifts Or Donations: The board of trustees shall have the right to accept financial gifts or donations for deposit in a designated fund. (Ord. 62, 4-18-1995; amd. Ord. 2013-04, 3-19-2013)~~

2-6-10: LOTS AND INTERRING:

A. Definitions: As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

LOT OWNER: The owner of burial privileges only on lots obtained from the city.

THOSE INTERRED: Such persons who were at the time of their death residents of the city or who prior thereto had been actual residents of the city for a period of at least ten (10) years. This will also include their children.

- B. Use of Lots: No lots shall be used for any purpose other than the burial of human remains and the placing of markers and monuments. (Ord. 62, 4-18-1995; amd. Ord. 2013-04, 3-19-2013)

EFFECTIVE DATE.

This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as authorized by Minnesota Statute 412.191, subd. 4, as it may be amended from time to time, and meeting the requirements of Minnesota Statute 331A.01, subd. 10, as it may be amended from time to time.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator

City Seal

Published in the Brainerd Daily Dispatch on _____, 2016

Drafted By:
The City of Baxter
P.O. Box 2626
13190 Memorywood Drive
Baxter, MN 56425

**CITY OF BAXTER, MINNESOTA
ORDINANCE No. 2016-010**

**A SUMMARY OF ORDINANCE No. 2014-009 AMENDING TEXT OF TITLE 2, CHAPTER
6 OF THE BAXTER CITY CODE**

At a regular session on April 19, 2016, the Baxter City Council adopted Ordinance No. 2016-009 amending the establishment of the Cemetery Commission. A summary of Ordinance No. 2016-009 is outlined below. The complete ordinance may be inspected by any person from 8:00 A.M. to 4:30 P.M. Monday through Friday at the Baxter City Hall located at 13190 Memorywood Dr., Baxter, MN 56425. The following is only a summary of the ordinance.

Establishment.

Purpose.

Duties.

Perpetual Care Fund; Operating Fund.

Lots and Interring.

Effective.

The City Council has determined that publication of the title and summary of Ordinance No. 2016-009 as set forth in this summary will clearly inform the public of the intention and effect of the ordinance. The Council also directs that only the title and this summary be published.

Adopted by the City Council of the City of Baxter on this 19th day of April, 2016.

This Ordinance shall take effect upon its summary publication in the City's official newspaper.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

REQUEST FOR COUNCIL ACTION

04/19/16

Department Approval: Finance Director Vacinek  **Agenda Section:** Consent
Approval Required: Simple Majority Vote of the Council

Item Description: Schedule a Public Hearing for Certification of Delinquent Utility Bills, Invoices, and Abatements for Tuesday, May 17, 2016 at 7:00 p.m., or shortly thereafter

BACKGROUND

Historically, the city has certified unpaid, delinquent utility bills to the property owner's property taxes twice per year for collection the following year as authorized under state law. In addition, the city certifies unpaid services related to the rental inspection program and other outstanding nuisance abatements charges. As required, a notice of the public hearing when the certification will be considered is sent to the property owner along with the outstanding amount due.

The first step in the certification process is to schedule the public hearing. The semi-annual public hearings are typically scheduled for May/June and October/November. After holding the public hearing, the council considers adopting a resolution to certify the outstanding delinquent balance with accrued interest and fees to the following year's property taxes. The first 2016 certification public hearing is recommended for the May 17, 2016 council meeting.

FINANCIAL IMPLICATIONS

Certifying the unpaid, delinquent utility bills and outstanding charges to the related parcel's property taxes ensures the city collects for services provided and water, sewer, and storm water enterprise charges, along with sales tax and other state fees the city is required to collect and remit to the state. User charges are necessary to finance the ongoing operations, debt service, and capital costs of each of the city's three enterprise funds.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends scheduling the public hearing for the certification of the delinquent city utility bills for usage through January 2016 that was due on March 10, 2016 and outstanding invoices.

COUNCIL ACTION REQUESTED

Schedule a Public Hearing for the Certification of Delinquent Utility Bills, Invoices, and Abatements for Tuesday, May 19, 2016 at 7:00 p.m., or shortly thereafter

**CITY OF BAXTER MINNESOTA
RESOLUTION 2016-028**

**RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS FOR
THE 2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE
IMPROVEMENT PROJECT**

WHEREAS, pursuant to a resolution the council adopted April 5, 2016, a fixed date for a council hearing on Improvement No. 4416, the proposed improvement of:

Mill and Overlay

Cedardale Lane between north terminus and Highland Scenic Road (CSAH 48)
Brentwood Road between Briarwood Lane and Cedardale Lane
Briarwood Lane between Brentwood Road and Brentwood Road
Birchdale Lane between west terminus and First Street
Ashdale Lane between Cedardale Lane and Highland Scenic Road (CSAH 48)
Second Street between Cedardale Lane and Ashdale Lane
First Street between Cedardale Lane and Ashdale Lane
Maplewood Drive between Fairview Road and east terminus
Kenwood Drive between Sandstone Road and north terminus
Kenwood Court between west terminus and Kenwood Drive
Glenwood Drive between Madeline Drive and Excelsior Road
Madeline Drive between Fairview Road and Mary Street
John Street between Inglewood Drive and Madeline Drive
Mary Street between Inglewood Drive and Glenwood Drive

Full Depth Reclamation

Clearwater Road between Dellwood Drive and Golf Course Drive
Woida Road between TH 371 and Golf Course Drive

Turn Lane Improvements

College Road and Cypress Drive; and

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon the 18th day of April, 2016, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the council resolution adopted 5th day of April, 2016.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. Widseth Smith Nolting is hereby designated as the engineer for this improvement. The

engineer shall prepare plans and specifications for the making of such improvement.

5. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.

Whereupon, said Resolution is hereby declared adopted on this 19th day of April, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

UTILITIES COMMISSION
April 6, 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, Council Liaison Mark Cross and Chairman Rock Yliniemi.

MEMBERS ABSENT: None.

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

OTHERS PRESENT: WSN Consulting Engineer Aric Welch and SEH Consulting Engineer Scott Hedlund.

APPROVAL OF MINUTES

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to approve the Utilities Commission minutes of March 16, 2016. Motion carried unanimously.

2015 EXCELSIOR ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE

SEH Consulting Engineer Hedlund informed the commission the slope correction has been completed on Excelsior Road and staff is working on closing out the project. The final pay estimate should be at the May Utilities Commission meeting.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE

SEH Consulting Engineer Hedlund informed the commission that City Council approved the plans and specifications and authorized advertisement for bids at the April 5 City Council meeting. Bid opening is scheduled for Tuesday, May 3, 2016 at 11:00 a.m.

SEH AGREEMENT FOR PROFESSIONAL SERVICES – 2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT FOR BIDDING, FINAL ASSESSMENT CALCULATIONS/HEARING, ADDITIONAL DESIGN AND EASEMENT SUPPORT

SEH Consulting Engineer Hedlund reviewed the Agreement for Professional Services for the Fairview Road Improvements Project. This agreement covers the bidding, assessments, design and easement support of the project. Mr. Hedlund explained that there were more easements than originally estimated and they are working with the school district on easements and pond cleaning agreements which were not in the original contract and scope of services.

Public Works Director/City Engineer Walter informed the commission that he has no concern with this agreement and that Mr. Hedlund has been in contact with him regarding this phase of the project and has kept the City informed of additional services in the monthly reports submitted to the City for this project.

UTILITIES COMMISSION – 04/06/16

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to recommend City Council approve the Agreement for SEH Professional Services for the 2016 Fairview Road Improvements Project for Bidding, Final Assessment Calculations/Hearing, Additional Design and Easement Support in the Not to Exceed amount of \$25,353.00. Motion carried unanimously.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT MONTHLY UPDATE

Public Works Director/City Engineer Walter gave a brief update on the project. Public Works Supervisor Cassady has walked the project area with Bolton & Menk for the replacement of existing curb and gutter. Survey work has been completed and final design has been started.

Project plans and specifications are anticipated at the Utilities Commission meeting on May 4, 2016.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT STORM SEWER REROUTE AT MILL'S FLEET FARM BUILDING SITE

Public Works Director/City Engineer Walter gave a brief update on the condition of the existing storm sewer system. The inspection showed the sewers to be in very good condition and there does not appear to be any reason, from a condition or capacity perspective, to reroute the storm sewers currently located beneath the Mill's Fleet Farm Building.

Bolton & Menk did recommend inspections of the storm sewers be conducted at least once every six years until deterioration is found at which time the sewers should be inspected more frequently or repaired or replaced.

2016 MILL AND OVERLAY PLANS AND SPECIFICATIONS

WSN Consulting Engineer Welch reviewed the final mill and overlay plans. The residential streets are in fairly good condition; however, the commercial area will need to be milled deeper in order to make a more uniform and thicker base material.

Public Works Director/City Engineer Walter stated that Public Works Supervisor Cassady has requested that hand milling around the gate valves and manholes be required in the specifications.

Mr. Welch reviewed the Maplewood Drive section that has existing water drainage issues and ditching will be installed in a few areas in order to keep the city's water off residential properties.

There is an existing 66-foot right-of-way to the White Sand Lake water edge located next to 13437 Maplewood Drive that will have a small apron to allow access to the lake in the winter. The commission discussed any possible liability concerns to the city by installing the apron and was it a necessity. Chairman Yliniemi stated this is the access point to the lake during the winter for the residents on Maplewood Drive, it is not to encourage use but it is widely used in the winter for getting on off the ice.

UTILITIES COMMISSION – 04/06/16

Public Works Director/City Engineer Walter stated a wider shoulder could be installed which would be safer from the liability angle of a driveway approach. Mr. Walter explained to the new commissioners there is no area to park any vehicles it is just City street right of way 66 feet wide all the way down to the water's edge of White Sand Lake. Mr. Welch said that something would be shown on the plans that could be defined with council at a later time and have the City Council address the liability issue.

Mr. Welch inquired what the City would like to do with regards to signage at the end of Golf Course Drive and Woida Road. There is a 90° corner at that location that should have some advanced notification. Mr. Walter requested the consulting engineer contact Mills Properties on behalf of the City regarding their response on closing that access point to their property in order to clean up that corner. Install curb and gutter around outside radius and balck dirt and seed behind the curb so there is no access.

Commissioner Christofferson inquired on the timing of both the Mill & Overlay and Lift Station No. 8 Reconstruction. Mr. Walter stated that Lift Station No. 8 Reconstruction will need to be completed before the mill and overlay is done so the road will not be damaged. The City and Project Engineer will work with the Lift Station No. 8 Contractor and try really hard to make this happen in project schedules.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council adopt Resolution No. 2016-XX Approving the 2016 Mill and Overlay Plans and Specifications and directing staff to bid the project. Motion carried unanimously.

WSN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE INGLEWOOD DRIVE RAILWAY CROSSING AND FOLEY ROAD IMPROVEMENTS FEASIBILITY REPORT

WSN Consulting Engineer Welch submitted an engineering proposal to the commission for consideration for updating the Inglewood Drive Railway Crossing and Foley Road Improvements Feasibility Report. The new project limits make up three old outdated feasibility reports. WSN will put all three feasibility reports into one report and update total estimated project costs. The following proposal was submitted:

In response to City staff request, we are pleased to submit a proposal to update and prepare a feasibility study for the Foley Road and Inglewood Drive railway crossing improvements. We are familiar with the project area and have assisted the City with the following previously completed work directly related to the proposed project.

Design and construction observation/administration of existing sanitary sewer and water distribution system improvements adjacent to the project area.

- Foley Road Area Improvements Feasibility Report (Five Year Utility and Roadway Improvements Feasibility Report), November 2000
- Foley Road Area Improvements Improvement Hearing, October 4, 2001

UTILITIES COMMISSION – 04/06/16

- Preliminary Inglewood Drive Railway Crossing conceptual layouts and preliminary cost estimates
- Inglewood Drive Railway Crossing Surface Transportation Program funding application, December 2015

Based on our previous experience and discussions with City staff, we understand the project is scheduled for construction in 2021 and will consist of the following improvements:

- Inglewood Drive - TH 210 to Foley Road
 - TH 210 Intersection and signal improvements.
 - Urban roadway extension from TH 210 to Foley Road.
 - Separated bituminous trail improvements.
 - Railway crossing meeting silent crossing requirements.
 - Right-of-way acquisition from BNSF.

- Foley Road - CSAH 48 to Forthun Road
 - Sanitary sewer extension along Foley Road from 630' west of Inglewood Drive to Animal Care Center.
 - Water distribution improvements along Foley Road from 630' west of Inglewood Drive to Forthun Road.
 - Inglewood Drive intersection and turn lane improvements.
 - Roadway realignment at Inglewood Drive intersection.
 - Roadway realignment at Knollwood Drive intersection.
 - Urban roadway and bituminous trail reconstruction.
 - Full depth reclamation improvements on remainder of Foley Road from CSAH 48 to Forthun Road (scheduled as part of Pavement Management Plan)

- Knollwood Drive - TH 210 to Foley Road
 - TH 210 intersection closure and signal removal
 - Removal of Knollwood Drive from TH 210 to Foley Road
 - Railway crossing removal

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 study exhibits.
- Preparation of preliminary property acquisition exhibit.
- Estimated preliminary quantities.
- Preparation of preliminary cost estimates and assessment calculations.

UTILITIES COMMISSION – 04/06/16

- Preparation of draft feasibility study that includes a review of existing conditions, proposed improvements, estimated project costs, project implementation and discussion of conclusions and recommendations.
- Review preliminary study with City staff 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 \$9,750.00.

Public Works Director/City Engineer Walter stated two reasons for this update were for consideration of the 5-Year Capital Improvements Plan 2017 budgeting and possible expansion of the veterinary clinic on Foley Road. The updated and current estimated dollar amounts are needed for the 2017 budget cycle in order for the council to make good informed decisions.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the WSN Agreement for Professional Engineering Services for the Inglewood Drive Railway Crossing and Foley Road Improvements Feasibility Report Update in the Not to Exceed amount of \$9,750.00. Motion carried unanimously.

LIFT STATION NO. 8 RECONSTRUCTION BID RECOMMENDATION

WSN Consulting Engineer Welch reviewed the bids for the Lift Station No. 8 Reconstruction project. A total of five bids were received. All bids conformed to the plan, specification and advertisement requirements.

1. DeChantal Excavating, LLC	\$ 76,941.00
2. Anderson Brothers Construction Company	\$ 89,812.79
3. Eagle Construction Company Inc.	\$ 89,900.00
4. Landwehr Construction, Inc.	\$106,574.00
5. CCS Contracting, Inc.	\$115,000.00

The low bid is approximately \$12,960 or 15% lower than the second and third low bids. This raised some concern considering this was DeChantal Excavating’s first bid on a Baxter lift station reconstruction project. WSN discussed this concern with Mr. DeChantal and he assured WSN that he had thoroughly reviewed the plans and specifications and felt that his bid was appropriate and confirmed this with an email dated Friday March 25, 2016. Mr. DeChantal also confirmed that all subcontractors on the project have previous experience with Baxter lift station reconstruction projects.

The last three lift station reconstruction projects of similar size and scope had construction costs of \$76,998.08, \$88,000, \$97,500. The apparent low bid of \$76,941.00 appears to be reasonable based on previous bid history. The total project cost including construction (\$76,941), Quality Flow equipment procurement contract for the controls, pumps and hatches (\$49,770) and engineering (\$9,150) is \$135,861. The 2016 budgeted amount for this work in the current 20-Year Lift Station Maintenance Plan was \$140,000.00.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council award the 2016 Lift Station No. 8 Reconstruction Project to DeChantal Excavating in the amount of \$76,941.00. Motion carried unanimously.

NORTH INGLEWOOD AREA UTILITY IMPROVEMENTS FEASIBILITY UPDATE

City Consulting Engineer Welch reviewed the feasibility of extending municipal sanitary sewer collection system and water distribution improvements to properties on either side of Inglewood Drive area from Peace Road and to CSAH 77 (Pine Beach Road) and along CSAH 77 from Inglewood Drive to Edgewood Drive.

Much of the property in the project area was recently annexed into the city and is currently in a transition zoning and not permanently zoned by the City. Only one parcel on the east side of Inglewood Drive, approximately half way between Woida Road and CSAH 77, is currently zoned Medium Density Residential (R-2). The north end of the project area is currently commercially developed on both sides of Inglewood Drive with the remaining areas being comprised of a mixture of single family residential parcels, undeveloped property and low lying undevelopable property.

The Inglewood Drive roadway and surface drainage are in excellent condition. Peace Road is an existing 22' wide gravel surfaced roadway with swales on either side to handle surface runoff.

Proposed improvements include extending municipal sanitary sewer collection and water distribution piping to the project area. With the recent roadway improvements to Inglewood Drive, utility routes were identified that minimized disruption to the new roadway surface. Four options were considered as listed below:

Option 1 – Connection to Edgewood Drive

The first option reviewed was connecting to the existing 10" PVC stub at the north end of Edgewood Drive and extending 10" gravity PVC sanitary sewer main piping westerly approximately 700' along the south side of CSAH 77. The depth of the piping at the westerly termination was approximately 6.6 feet deep and insulation would be required at the west end of the extension. From this point no further extension either westerly or southerly was feasible due to the low lying property and loss of ground cover to provide frost protection. Manholes are proposed at a maximum spacing of 400' with six-inch services proposed to all potentially developable lots to allow for future commercial development. All services are proposed to be stubbed to the right-of-way of easement lines.

Twelve inch watermain is proposed to be extended along the same route and adjacent to the sanitary sewer mains being proposed. Hydrants would be located at approximate 600' intervals. 1 ½" services are proposed to all potentially developable lots in the project area to allow for future commercial development. All proposed services will be extended to the right-of-way line or easement line.

UTILITIES COMMISSION – 04/06/16

This option does not provide service to the entire project area, but could be utilized to service property in the southeast quadrant of the Inglewood Drive /CSAH 77 intersection. Service could be provided to this property if considerable fill was placed to provide frost protection or a private pressure system was utilized.

Option 2 – Construct Lift Station

The second option reviewed included the same 10” sanitary sewer and 12” water main extension from Edgewood Drive as discussed in Option 1, but included a lift station to provide service to the remainder of the project area and provide service to future development in the surrounding areas. For purposes of this report a duplex lift station is proposed on the north side of Peace Road approximately 1,300’ west of Inglewood Drive. The lift station would discharge in a northerly and easterly direction to the 10” gravity extension being proposed from Edgewood Drive.

From the lift station, 8” PVC collection piping is proposed in an easterly direction along Peace Road to the west side of Inglewood Drive. From that point, 8” PVC main is extended northerly and easterly along the edges of Inglewood Drive to the north end of the project area. One open cut crossing of Inglewood Drive is proposed to avoid low lying areas along the roadway corridor. An 8” PVC gravity main is also proposed to be extended northerly from the lift station along the west property line to the south side of CSAH 77. From that point 8” PVC would be extended easterly along the south side of CSAH 77 to a point near the Inglewood Drive intersection.

Depths of the proposed piping vary from 23’ deep at the lift station to 10’ below existing surface grade. Manholes are proposed at a maximum spacing of 400’ with four-inch services proposed to each residentially developed and potentially developable lot. Six-inch services are proposed at each commercially developed and potentially developable lot. All services are proposed to be stubbed to the right-of-way of easement lines.

Water mains are proposed to be extended along the same route and adjacent to the sanitary sewer mains being proposed. Twelve-inch main would be extended along the south side of CSAH 77 to the west end of the proposed improvements. All remaining water main is proposed to be 8” PVC located in the same locations and adjacent to the proposed sanitary sewer mains. Hydrants would be located at a maximum of 600’ intervals. One-inch services are proposed to each residential developed and potentially developable lot in the project area with 1 ½” services provided to each commercially developed and potentially developable lot in the project area. All proposed services will be extended to the right-of-way line or easement line.

Peace Road is proposed to be removed to allow for utility construction and replaced to a 26’ wide bituminous surfaced roadway with drainage swales on both side to handle surface runoff.

The majority of the proposed municipal utility mains are proposed to be constructed within utility easements located adjacent to existing roadway corridors or existing lot lines. These easements need to be obtained from the private property owners. Obtaining private easements was proposed to minimize interference with existing roadways and interference with existing private utilities (telephone, fiber-optic, electric) located in ditches along the roadway corridors.

UTILITIES COMMISSION – 04/06/16

Option 3 – Connection to Woida Road

The third option considered was connecting to the existing 10” PVC main at the Woida Road intersection and extending mains northerly along Inglewood Drive to the project area. It was noted that this main could only be extended approximately 100’ north of Woida Road prior to running out of cover. Due to the significant distance from the project area, and limited amount of cover, this option was abandoned and dropped from further consideration.

Option 4 – Do Nothing

The do nothing options was considered but was dropped from further consideration since it does not provide service to the project area and allow for future development under current City zoning ordinances.

Mr. Welch stated that he was looking for any comments or input on the report. Public Works Director/City Engineer Walter informed the commission that Planning and Zoning is waiting to see if the area can be feasibly served with city utilities before making a final Comp Plan amendment on current zoning and future land use recommendation to City Council. Mr. Walter stated the city would have significant holding costs for this project but it could be done in phases.

Commissioner Christofferson inquired if boring Inglewood drive was being considered. Mr. Welch stated it was not being considered at this time; however, it could be done but it is hard to keep grade on sanitary sewer when boring but it would eliminate tearing up the Inglewood Drive in two spots. This option could be considered during final design of the project.

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

City Consulting Engineer Welch informed the commission that the Contractor will begin cleanup work on the project starting in early April. A schedule for the remaining paving work on Dellwood Drive and Novotny Road has not been provided at this time.

Completion dates per Change Order No. 2 Agreement, work on Dellwood Drive and Novotny Road will be suspended for the winter as long as the conditions in the agreement have been satisfied. Work will commence in the spring with the revised substantial completion date of May 26, 2016 and final completion date of June 9, 2016.

AUDUBON WAY WATERMAIN PIPE REPAIR

The Contractor was able to locate the leak in the directional drilled watermain between Hill Top Trailer Sales and Holiday Inn & Suites. The leak was caused by a 3” gash in the pipe located in the wetland south of Audubon Way. WSN worked with the Army Corps of Engineers and Crow Wing Count to secure a permit to dig in the wetland and repair the pipe. The repair was completed on Tuesday March 3, 2016 and the pipe has since passed the pressure and bacteria testing and the line is fully charged and being used by the City.

WSN AGREEMENT FOR ENGINEERING SERVICES FOR THE EXCELSIOR ROAD, FAIRVIEW ROAD AND EDGEWOOD DRIVE FEASIBILITY STUDY FEE AMENDMENT

The agreement was provided to the commission as information only. City Council acted on the WSN Agreement for Engineering Services for the Excelsior Road, Fairview Road and Edgewood Drive Feasibility Report Amendment at the April 5, 2016 council meeting due to time constraints on the project.

RIVERWOOD BANK DRAFT DEVELOPERS AGREEMENT

Public Works Director /City Engineer Walter reviewed the Development Agreement for Riverwood Bank, Inc. This is the standard agreement the City uses for watermain and sanitary sewer extensions for private improvement projects. Public Works Director /City Engineer Walter has no concerns with the agreement and recommends approval.

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council approve the Development Agreement for Riverwood Bank, Inc. Motion carried unanimously.

WASTEWATER TREATMENT PLANT CHARGES FOR FEBRUARY 2016

The wastewater treatment plant charges for February 2016 were submitted to the commission as information only.

SAFE ROUTES TO SCHOOL PLANNING GRANT FOR ISD NO. 181

The Safe Routes to School planning grant for ISD No. 181 was submitted to the commission as information only.

SAFE ROUTES TO SCHOOL GRANT FOR FORESTVIEW MIDDLE SCHOOL

The Safe Routes to School grant for Forestview Middle School was submitted to the commission as information only.

POTHOLE ARTICLE

The pothole article was provided to the commission as information only.

CRACKSEALING ARTICLE

The cracksealing article was provided to the commission as information only.

MnDOT NEWS RELEASE

The MnDOT news release article on converting to LED roadway lighting was submitted to the commission as information only.

MnDOT COST PARTICIPATION POLICY

The MnDOT cost participation policy was submitted to the commission as information only.

NORTHERN LONG-EARED BAT UPDATE ARTICLE

UTILITIES COMMISSION – 04/06/16

The northern long-eared bat article was submitted to the commission as information only.

MPCA PROPOSAL FOR FLUSHABLE WIPES ARTICLE

The MPCA proposal for flushable wipes article was submitted to the commission as information only. The commission consensus was this information should go in the next city newsletter.

FLINT: COULD IT HAPPEN HERE ARTICLE

The Minnesota Department of Health’s article was submitted to the commission as information only.

MnDOT STATE AID FOR LOCAL TRANSPORTATION DISTRIBUTION FUND

The MnDOT State Aid brochure for local transportation distribution fund was submitted to the commission as information only.

NORTHLAND ARBORETUM

The Northland Arboretum letter was submitted to the commission as information only.

ADJOURNMENT

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

Approved by:

Submitted by,

Rock Yliniemi
Chairman

Mary Haugen
Administrative Assistant

Agreement for Professional Services

This Agreement is effective as of April 6, 2016, between City of Baxter, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2016 Fairview Road Improvements – Bidding, Final Assessment Calculations/Hearing, Additional Design and Easement Support.

Client's Authorized Representative: Trevor Walter
Address: 13190 Memorywood Drive
Baxter, MN 56425-2626
Telephone: 218.454.5110 **email:** twalter@baxtermn.gov

Project Manager: Scott Hedlund
Address: 416 South 6th St, Suite 200
Brainerd, MN 56401
Telephone: 218.855.1705 **email:** shedlund@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 08.03.11), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The scope of services is attached as **Exhibit A**

Assumptions: Scope based on 2016 Fairview Road feasibility report dated December 28, 2015. City Attorney prepares easement agreements. City pays all recording fees.

Schedule: Bid Opening: May 1, 2016 (planned)
Assessment Hearing: June 1, 2016 (assumed)
Construction: June – September, 2016 (assumed)

The schedule could be altered by forces beyond SEH's control like City meeting availability, wetland permitting, right of way acquisition, and utility company coordination.

Payment: The estimated fee increase is subject to a not-to-exceed amount of \$25,353.00 including expenses and equipment.

The previously approved fee is hourly estimated to be \$111,732.00. Including the above \$25,353.00 fee increase, the total fee is hourly estimated to be \$137,085.00, including expenses and equipment. The estimated total fee is subject to a not-to-exceed amount of **\$137,085.00** including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and

signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

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

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Short Elliott Hendrickson Inc.

City of Baxter, Minnesota

By: Scott D. Hedlund
Scott Hedlund
Title: Senior Project Manager

By: _____
Title: _____

City of Baxter, Minnesota

By: _____
Title: _____

2016 FAIRVIEW ROAD IMPROVEMENTS

EXHIBIT A

*Professional Services
Work Plan Summary and Fee Estimate
City of Baxter, Minnesota
April 6, 2016*



WORK TASKS	Sr. Prof. Eng/ Sr. Project Manager	Principal/ Sr. Specialist	Professional Engineer/ Specialist	Wetlands Specialist/ Staff Engineer	Sr. Water Resources Eng./ Scientist	Reg. Land Surveyor	Sr. Technician / Surveyor Crew Chief	Technician / Survey Assistant	Admin. Tech	SEH TOTAL HOURS
1.0 Project Management	15	0	0	0	0	0	0	0	0	15
2.0 Final Design	10	4	0	10	16	0	16	0	0	56
5.0 Right of Way	24	0	0	0	0	2	20	0	9	55
7.0 Bidding	12	0	0	0	0	0	2	1	8	23
8.0 Final Assessment Calculations and Hearing	8	0	16	0	0	0	8	0	13	45
9.0 Soil Testing for Infiltration Pond	8	0	0	0	0	0	4	0	0	12
Total Project Hours	77	4	16	10	16	2	50	1	30	206

Total Labor Cost	\$23,720.00
Reimbursables	\$544.00
Total SEH Fee	\$24,264.00

Subconsultants	
Braun Intertec (double ring infiltrometer test)	\$1,089.00
Subconsultant Subtotal	\$1,089.00

Total Project Cost	\$25,353.00
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**2016 Fairview Road Improvements
Professional Services
Work Plan**

Client: CITY OF BAXTER, MINNESOTA

April 6, 2016

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr Specialist	Prof. Engineer / Specialist	Wetland Scientist/ Staff Engineer	Water Res. Engineer or Scientist	Reg Land Surveyor	Sr Tech. or Survey Crew Chief	Tech / Survey Assisit.	Admin. Tech.	TOTAL
1.0	Project Management										
1.1	Perform general day-to-day project management and administration. Includes project accounting, invoicing and record keeping	5									5
1.2	Ongoing coordination, communication and scheduling - internal and external	10									10
	Task 1.0 Subtotal Hours:	15	0	0	0	0	0	0	0	0	15
	<i>Deliverables - Project schedule, monthly progress reports and invoices, and copies of all pertinent Project correspondence.</i>										
2.0	Final Design										
2.1	Additional Field Survey (addl topo, tree clearing, drainage, misc)	1					8				9
2.2	Soil contamination research, plans, and specifications - gas station and school parcels	5	4	10							19
2.3	Infiltration pond - multiple design scenarios	4			16		8				28
2.4											0
	Task 2.0 Subtotal Hours:	10	4	10	16	16	0	16	0	0	56
	<i>Deliverables -Plans and Specifications Package/Proposal in PDF format, Engineer's Cost Estimate.</i>										
5.0	Right of Way										
5.1	Perform Property Ownership Research & Property Pin Field Search (up to 8 addl parcels)							8			8
5.2	Prepare Easement Legal Descriptions and exhibits (up to 8 additional parcels)	2					2	12			16
5.3	Prepare offer letters, minimum damage acquisition (MDA) forms, administration (up to 8 addl parcels)	8							8		16
5.4	Coordination with City and City Attorney	6								1	7
5.5	Conduct property owner meetings, calls regarding ROW acquisition (Assumes up to 8 hours Sr. PM; up to 8 addl parcels)	8									8
	Task 5.0 Subtotal Hours:	24	0	0	0	0	2	20	0	9	55
	<i>Deliverables - Easement exhibits and offer letters (up to 8 addl parcels)</i>										
7.0	Advertising / Bidding / Award										
7.1	Prepare advertisement for bids, coordinate with City getting advertisement published by City, uploading to QuestCDN	3						2	1	4	10
7.2	Answer bidder questions, prepare addenda as necessary	5								2	7
7.3	Attend bid opening, tabulate bids, award recommendation, coordinate City approvals	4								2	6
	Task 7.0 Subtotal Hours:	12	0	0	0	0	0	2	1	8	23
	<i>Deliverables - Tabulation of Bids, Award Recommendation Letter.</i>										
8.0	Final Assessment Calculations and Hearing										

**2016 Fairview Road Improvements
Professional Services
Work Plan**

April 6, 2016

Client: CITY OF BAXTER, MINNESOTA

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist	Wetland Scientist/ Staff Engineer	Water Res. Engineer or Scientist	Reg Land Surveyor	Sr Tech. or Survey Crew Chief	Tech / Survey Assist.	Admin. Tech.	TOTAL
6.1	Prepare Final Assessment Worksheet	2		8				8		1	19
6.2	Prepare individual assessment sheets for City distribution to property owners	2		8						8	18
6.3	Final assessment hearing presentation	4								4	8
Task 6.0 Subtotal Hours:		8	0	16	0	0	0	8	0	13	45
<i>Deliverables - Final Assessment Worksheet, Presentation of Final Assessments at Assessment Hearing</i>											
9.0	Soil Testing for Infiltration Storm Pond										
9.1	Coordination with Braun Intertec, staking	8						4			12
Task 9.0 Subtotal Hours:		8	0	0	0	0	0	4	0	0	12
<i>Deliverables - Double Ring Infiltrometer Test Report by Braun Intertec (subconsultant to SEH)</i>											
TOTAL PROJECT HOURS		77	4	16	10	16	2	50	1	30	206
10.0	Additional and Optional Services										
	Construction Services										To be determined
	Prepare Phase 1 and 2 Environmental Site Assessments (ESA's)										To be determined
	Expert witness/ legal testimony										Hourly plus Reimbursable Expenses

2016 Fairview Road Improvements
DESIGN SERVICES
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Baxter, Minnesota

SEH, INC.

TRAVEL EXPENSES	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
Local Trips				
SEH Brainerd Based Staff	4	10	40	
SEH St Cloud Based Staff	0	130	0	
SEH Twin Cities Based Staff	0	270	0	
Subtotals:			40	
ESTIMATED MILEAGE COSTS:	\$0.540 per mile			\$22
	Number	Cost	Total Cost	
Hotel	0	\$0.000	\$0	
Meals	0	\$10.000	\$0	
Total			\$0	
ESTIMATED TRAVEL COSTS:				\$22
EXHIBITS:				
Miscellaneous Printing:				\$50
Mailing/Postage Costs				\$0
EQUIPMENT EXPENSES	Number of Hours	Cost/Hr	Total Cost	
Survey Equipment	16	\$25	\$400	\$400
Survey Truck	16	\$4.5	\$72	\$72
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				\$544

Exhibit A-1
to Agreement for Professional Services
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 6, 2016

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices in small claims court or through the American Arbitration Association Construction Industry Rules without the necessity of any mediation proceedings and the Client agrees to be bound by such venue.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, 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 hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**CITY OF BAXTER MINNESOTA
RESOLUTION 2016-029**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS FOR THE 2016 MILL AND OVERLAY, FULL DEPTH
RECLAMATION AND TURN LANE IMPROVEMENT PROJECT**

WHEREAS, pursuant to a resolution passed by the council on April 19, 2016, the consulting city engineer has prepared plans and specifications for Improvement No. 4416, the improvement of:

Mill and Overlay

Cedardale Lane between north terminus and Highland Scenic Road (CSAH 48)
Brentwood Road between Briarwood Lane and Cedardale Lane
Briarwood Lane between Brentwood Road and Brentwood Road
Birchdale Lane between west terminus and First Street
Ashdale Lane between Cedardale Lane and Highland Scenic Road (CSAH 48)
Second Street between Cedardale Lane and Ashdale Lane
First Street between Cedardale Lane and Ashdale Lane
Maplewood Drive between Fairview Road and east terminus
Kenwood Drive between Sandstone Road and north terminus
Kenwood Court between west terminus and Kenwood Drive
Glenwood Drive between Madeline Drive and Excelsior Road
Madeline Drive between Fairview Road and Mary Street
John Street between Inglewood Drive and Madeline Drive
Mary Street between Inglewood Drive and Glenwood Drive

Full Depth Reclamation

Clearwater Road between Dellwood Drive and Golf Course Drive
Woida Road between TH 371 and Golf Course Drive

Turn Lane Improvements

College Road and Cypress Drive;

and has presented such plans and specifications to the council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The city clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for three weeks, shall specify the work to be done, shall state that bids will be received by the clerk until 11:00 a.m. on Tuesday, May 17, 2016, at which time they will be publicly opened in the council chambers of the city hall by the city clerk and consulting city engineer, will then be tabulated, and will be considered by the council at 7:00 p.m. on Tuesday, June 7, 2016, in the council chambers of city hall. Any bidder whose responsibility is questioned during

consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of Baxter for 5% of the amount of such bid.

Whereupon, said Resolution is hereby declared adopted on this 19th day of April 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal



March 30, 2016

Mayor and City Council
City of Baxter
P.O. Box 2626
Baxter, MN 56425

Baxter/Brainerd
7504 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

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

**RE: Agreement for Professional Engineering Services
Inglewood Drive Railway Crossing and Foley Road Improvements
Feasibility Study Update
Baxter, MN**

Dear Mayor and City Council:

In response to staff request, we are pleased to submit a proposal to update and prepare a feasibility study for the Foley Road and Inglewood Drive railway crossing improvements. We are familiar with the project area and have assisted the City with the following previously completed work directly related to the proposed project.

- Design and construction observation/administration of existing sanitary sewer and water distribution system improvements adjacent to the project area.
- Foley Road Area Improvements Feasibility Report (Five Year Utility and Roadway Improvements Feasibility Report), November 2000
- Foley Road Area Improvements Improvement Hearing, October 4, 2001
- Preliminary Inglewood Drive Railway Crossing conceptual layouts and preliminary cost estimates
- Inglewood Drive Railway Crossing Surface Transportation Program funding application, December 2015

Based on our previous experience and discussions with City staff, we understand the project is scheduled for construction in 2021 and will consist of the following improvements:

- Inglewood Drive – TH 210 to Foley Road
 - TH 210 Intersection and signal improvements.
 - Urban roadway extension from TH 210 to Foley Road.
 - Separated bituminous trail improvements.
 - Railway crossing meeting silent crossing requirements.
 - Right-of-way acquisition from BNSF.
- Foley Road – CSAH 48 to Forthun Road
 - Sanitary sewer extension along Foley Road from 630' west of Inglewood Drive to Animal Care Center.
 - Water distribution improvements along Foley Road from 630' west of Inglewood Drive to Forthun Road.
 - Inglewood Drive intersection and turn lane improvements.

- Roadway realignment at Inglewood Drive intersection.
- Roadway realignment at Knollwood Drive intersection.
- Urban roadway and bituminous trail reconstruction.
- Full depth reclamation improvements on remainder of Foley Road from CSAH 48 to Forthun Road (scheduled as part of Pavement Management Plan)

- Knollwood Drive – TH 210 to Foley Road
 - TH 210 intersection closure and signal removal
 - Removal of Knollwood Drive from TH 210 to Foley Road
 - Railway crossing removal

If our understanding of the project is not correct, please contact us immediately so we can modify this proposal.

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 study exhibits.
- Preparation of preliminary property acquisition exhibit.
- Estimated preliminary quantities.
- Preparation of preliminary cost estimates and assessment calculations.
- Preparation of draft feasibility study that includes a review of existing conditions, proposed improvements, estimated project costs, project implementation and discussion of conclusions and recommendations.
- Review preliminary study with City staff 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 \$9,750. We propose to have study completed within 30 days following receipt 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.

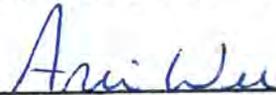
We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

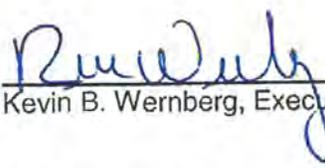
Sincerely,


Aric Welch, P.E.



Proposed by Widseth Smith Nolting


Aric Welch, Vice President


Kevin B. Wernberg, Executive Vice President

Approved as to form and content by the Baxter City Attorney

J. Brad Person Date

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

Date

Date

WIDSETH SMITH NOLTING



2016 FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
<u>Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer</u>	
Level I	\$ 92.00
Level II	\$110.00
Level III	\$135.00
Level IV	\$145.00
Level V	\$160.00
<u>Technician</u>	
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.

79 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 Widsseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

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

ARTICLE 1. PERIOD OF SERVICE

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

ARTICLE 2. SCOPE OF SERVICES

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

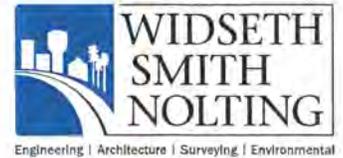
If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work,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

ARTICLE 3. COMPENSATION TO WSN

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

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

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



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no 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, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.
- 9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

- 10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
- 11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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



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

218.829.5117
218.829.2517
Brainerd@wsn.us.com

WidsethSmithNolting.com

March 30, 2016

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

RE: Lift Station No. 8 Reconstruction
Engineer's Letter of Bid Review and Recommendation
WSN No. 0102B0375.000

Dear Mr. Walter:

Pursuant to authority of the City Council and after proper legal advertisement, bids for the above referenced project were obtained at 11:00 AM, in the Baxter City Hall on Thursday, March 24, 2016.

The following bids were received and read publicly:

DeChantal Excavating, LLC	\$76,941.00
Anderson Brothers Construction Company	\$89,812.79
Eagle Construction Co., Inc.	\$89,900.00
Landwehr Construction, Inc.	\$106,574.00
CCS Contracting, Inc.	\$115,000.00

A total of five bids were received. All bids conformed to the plan, specification and advertisement requirements. A copy of the Bid Tabulation is attached for your files.

The low bid is approximately \$12,960 or 15% lower than the second and third low bids. This raised some concern considering this was DeChantal Excavating's first bid on a Baxter lift station reconstruction project. We discussed this concern with Mr. DeChantal and he assured us that he had thoroughly reviewed the plans and specifications and felt that his bid was appropriate and confirmed this we an email dated Friday March 25, 2016 (see attached). Mr. DeChantal also confirmed that all subcontractors on the project have previous experience with Baxter lift station reconstruction projects.

The last three lift station reconstruction projects of similar size and scope had construction costs of \$76,998.08, \$88,000, \$97,500. The apparent low bid of \$76,941.00 appears to reasonable based on previous bid history. The total project cost including construction (\$76,941), Quality Flow equipment procurement contract for the controls, pumps and hatches (\$49,770) and engineering (\$9,150) is \$135,861. The budgeted amount for this work in the current lift station maintenance plan was \$140,000.

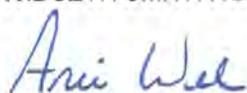
We recommend the City proceed as follows:

- Review bids with the Utilities Commission.
- Make a formal construction contract award recommendation to the Council.

If you have any questions, please give me a call

Sincerely,

WIDSETH SMITH NOLTING


Aric Welch, P.E.

Enc.

TABULATION OF BIDS

WIDSETH SMITH NOLTING
7804 Industrial Park Road, Baxter, MN 56425

NAME: LIFT STATION NO. 8 RECONSTRUCTION

PHONE 218-829-5117

CLIENT: City of Baxter DATE: March 24, 2016
PROJECT NO: 102B0375.000 TIME: 11:00 a.m.

ITEM DESCRIPTION	ENGINEER'S ESTIMATE	ESTIMATE	Anderson Brothers Construction Company of Brainerd LLC PO Box 315 Brainerd MN 56401	Eagle Construction Co., Inc. 515 - 9th Avenue NW Little Falls, MN 56345	Landwehr Construction, Inc. P.O. Box 1086 St. Cloud, MN 56302-1086	CCS Contracting, Inc. 2090 Pike Lake Dr. #2 PO Box 120781 New Brighton, MN 55112
Lump Sum Bid	\$76,941.00	\$89,812.79		\$89,900.00	\$106,574.00	\$115,000.00

I hereby certify that this tabulation is a true and correct copy of the bids for the Lift Station No. 8 Reconstruction.

Arrie Welch

Arrie Welch

41983 Thursday, March 24, 2016
Reg No. Date

Aric Welch

From: Al DeChantal <adechantal@gmail.com>
Sent: Friday, March 25, 2016 11:10 AM
To: Aric Welch
Subject: Baxter Lift Station #8

Aric

We are ok with our bid for \$76,941.00 for the Baxter Lift Station #8 project.

--
Al DeChantal
DeChantal Excavating, LLC
218-828-4636

DEVELOPMENT AGREEMENT FOR RIVERWOOD BANK, INC.

THIS AGREEMENT, made this ____ day of _____, 2016, by Riverwood Bank, Inc. a Minnesota Corporation, party of the first part, hereinafter referred to as "Developer", and City of Baxter, party of the second part, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, The Developer is the owner of LOT 2, BLOCK ONE, TARGET ADDITION TO BAXTER, in the City of Baxter, Crow Wing County, Minnesota according to the plat thereof on file with the Crow Wing County Recorder, a copy of which is attached hereto as **Attachment A**; and

WHEREAS, the proposed Development includes the construction and installation of municipal water lines, private drainage controls, private 5-year storm water design, private bituminous surfaced parking lot, and other private improvements (hereinafter referred to as "Improvements") hereinafter described; and

WHEREAS, the Developer will construct the Improvements pursuant to the terms of this Agreement and as described in Sheets _____ (___ sheets total), Construction Plans and Specifications for Sanitary Sewer, Water, Storm Sewer, Grading, Drainage, and Erosion Control plan for Riverwood Bank, Inc. Retail Building (**See Attachment B**) dated _____, 2016 and prepared by _____, P.E of _____; and sheet _____ (___ sheet total) for landscaping and lighting plan for Riverwood Bank, Inc. Retail Building (**See Attachment C**) prepared by _____ of _____ dated _____, 2016; and

WHEREAS, The water main is public up to the last valve and/or domestic water line curb stop and/or valve; and

WHEREAS, Developer would like to dedicate said water utilities upon acceptance by the City; and

WHEREAS, the Developer will construct all proposed Private Improvements pursuant to the terms of this Agreement and pay for all related costs, including any costs incurred or to be incurred by the City for engineering, legal and administrative services related to the Privately Installed Improvements; and

WHEREAS, the Developer shall provide a Performance Bond in the amount of \$ _____ (125% of the Construction Contract Amount of the "Municipal Portion") as detailed on **Attachment M** for the Improvements. No interest shall accrue on said deposit.

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

1. The City shall accept the dedication of said water line as long as all conditions in this agreement are met by the Developer.
2. All material and construction shall conform to the City of Baxter standard specifications. When conflicts arise between the City specs, general notes and Developer specs, the more stringent shall take precedence.
3. The Developer shall construct said Utilities in accordance with city specifications as detailed in **Attachment D** Sanitary Sewer Standard Construction Drawings, **Attachment E** Sanitary Sewer Specifications, **Attachment F** Watermain Standard Construction Drawings, and **Attachment G** Watermain Specifications.
4. The Developer shall restore the Dellwood Drive and Clearwater Road right-of-ways in accordance with city specifications as detailed in **Attachment H** Right-of-Way Restoration.
5. The Developer shall reimburse the City for GIS Incorporation costs related to said "Improvements" into the "City" GIS system. The City shall charge at an hourly rate of \$58.00. (The City will charge in one hour increments) The City's estimate for the total cost of these charges is \$ _____ and is attached hereto as **Attachment I**.
6. The Developer shall reimburse the City for all inspection costs related to said "Improvements" ensuring that they are constructed to "City" specifications. The City shall inspect full time at an hourly rate of \$50.00. (The City will charge in one hour increments) The City's estimate for the total cost of these charges is \$ _____ and is attached hereto as **Attachment J**.
7. The Developer shall complete as-built drawings and submit them in electronic format in ".dwg file form" at the Developer's expense. As-built plans shall include a complete set of plans depicting what was actually built. Plans shall include all valves, hydrants, curb stops, sewer manholes, sewer clean-outs, and sewer service ends with County Coordinates on each item. Further plans shall include all storm sewer manhole, inverts, overflows, outflows, catch basins, and storm water ponds with elevations and County Coordinates on each item. Entire parcel showing 1-foot contours, percentage of pervious, impervious, Class 5 surfaces and Bench Marks and control points within two months of substantial completion of the Utilities.

8. The Developer shall prevent surface water and subsurface or groundwater from flowing into excavations and from flooding the project site and surrounding area. Dewatering may be required by the City for the following applications:
 - a. Connection to the new water services and mains.
 - b. Connection to the new sanitary sewer services and main.
 - c. Any other applications as deemed necessary by the city.

The Developer shall not allow water to accumulate in excavations. Dewater to prevent softening of foundation bottoms, under-cutting footings and any other detrimental to stability of subgrades and foundations.

Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavation.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. Do not use trench excavation as temporary drainage ditches.

Whenever the bottom of the trench is soft and will not furnish suitable support for the pipe, the excavation shall be carried to 8 inches below the bottom of the pipe and refilled with crushed rock of 1½" inch washed concrete rock and well tamped in place to form a firm foundation for the pipe. The crushed rock used for this purpose shall be of the same size and quality as specified for coarse aggregate for concrete. The cost for crushed rock trench bottom stabilization shall be the full responsibility of the contractor.

The Developer shall obtain any permits to perform dewatering operations. The Developer is also responsible for any adverse effects on adjacent wells, water table levels, and surface water levels.

9. The City shall accept the dedication of these Public Utilities and thus accept further maintenance responsibilities upon providing a written letter of acceptance to the Developer.
10. The Developer shall be responsible for any sediment and erosion that is caused by the over land, over flow system from the 5-year storm water infiltration basins to the City or discharge to any public water way systems.
11. City agrees that all "Improvements", which are a part of the Development when fully constructed and approved for acceptance by the City Engineer, Baxter Utility Commission and City Council shall become part of the municipal utility system. The City shall keep the Performance Bond of \$ _____ for one year after the

acceptance of said improvements. If during construction these "Improvements" are moved from what is set forth on the plat, the Developer must execute new utility easements before this release is granted.

12. Developer shall be responsible for survey services to establish vertical and horizontal control and alignment points and staking for the placement of the main line sanitary sewer, storm sewer and water main.
13. The Developer understands that the following costs will also apply to the project:
 - a. Sewer Availability Charge (SAC) (\$3,400.00 per each unit in year 2016)
 - b. Water Availability Charge (WAC) (\$3,100.00 per each unit in year 2016)

The SAC and WAC fees will be payable at such time as a building permit is requested from the City. The fees are subject to an increase by the City Council. The City's total cost of SAC & WAC charges is \$ _____ and is attached hereto as **Attachment K**.

14. Prior to execution of this document, all fees due the City set forth in this paragraph and paragraphs 5, 6, 13 and 14 above are due. Upon completion of construction, the City shall refund any remaining funds if the actual costs listed in this paragraph and paragraphs 5 and 6 were lower than estimated. All other fees due the City for any legal or administrative fees are estimated at **\$900.00** as shown on **Attachment L** attached hereto. If the actual costs exceed the estimates, the City shall bill developer for this surplus and the bill shall be paid within 30 days. No interest shall accrue on any monies held by the City pursuant to this paragraph. If any bill due the City is unpaid after 30 days, a late fee shall be assessed equaling 5% of the unpaid balance and this late fee shall be re-assessed at each 30 day interval thereafter. If after multiple attempts to collect any outstanding bill(s) remain unpaid, the developer agrees the City may collect the outstanding amount plus interest and other fees related to the collection, hereinafter referred to as "Total Bill", by any other means including, but not limited to, certification to the Crow Wing County Auditor of the Total Bill with accrued interest and a \$300.00 administrative fee. The Developer hereby authorizes the City to certify Total Bill to the following year's LOT 2, BLOCK ONE, TARGET ADDITION TO BAXTER at eight percent interest. The developer agrees to waive any notice of hearing related to adopting said assessment and this certification may be done by the City without further notice or consent of the Developer or its successors.
15. Developer has provided from their engineer/contractor certified individual cost of the watermain components that will become part of the city's system "Municipal Portion" at completion of the project and is attached hereto as **Attachment M**.
16. This Agreement shall inure to the benefit of and shall be binding upon the Developer and the City and their respective successors, agents and assignees, and

shall be binding upon all future owners of all or any part of LOT 2, BLOCK ONE, TARGET ADDITION TO BAXTER and shall be deemed covenants running with the land. However, nothing in this Agreement, expressed or implied, shall give to any other person or entity any benefit or legal or equitable right, remedy or claim under this Agreement. This Agreement, at the option of the City, may be placed on record with the County Recorder so as to give notice hereof to subsequent purchases and encumbrances.

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

[SIGNATURES APPEAR ON PAGES 6 AND 7]

CITY:

CITY OF BAXTER, MINNESOTA

By: _____
Darrel L. Olson
Its Mayor

Attest: _____
Kelly Steele
Its Assistant City Administrator/City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Darrel L. Olson and Kelly Steele, the Mayor and Assistant City Administrator/City Clerk of the City of Baxter, a municipal corporation under the laws of Minnesota, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Baxter
13190 Memorywood Dr.
P.O. Box 2626
Baxter, Minnesota 56425
218/454-5100

SCHEDULE OF ATTACHMENTS

ATTACHMENT A	Plat – Lot2 Block 1, Target Addition to Baxter
ATTACHMENT B	Construction Plans and Specifications for Riverwood Bank, Inc. Retail Building, Sanitary Sewer, Watermain, Storm Sewer, Grading, Drainage, and Erosion Control Plan.
ATTACHMENT C	Construction Plans and Specifications for Riverwood Bank, Inc. Retail Building, Landscape and Lighting Plan
ATTACHMENT D	Sanitary Sewer Standard Construction Drawings.
ATTACHMENT E	Sanitary Sewer Specifications.
ATTACHMENT F	Watermain Standard Construction Drawings.
ATTACHMENT G	Watermain Specifications.
ATTACHMENT H	Right-of-way Restoration.
ATTACHMENT I	GIS Incorporation costs.
ATTACHMENT J	City estimated Inspection costs.
ATTACHMENT K	Detail of SAC/WAC Fees.
ATTACHMENT L	Detail of Legal, Administrative and Other Fees Due City.
ATTACHMENT M	Engineer's Estimate from _____ _____ for Construction of Municipal Portion of Privately Installed Improvements.

REQUEST FOR COUNCIL ACTION

April 14, 2016

Department Origination: Community Development

Agenda Section: Other Business

Agenda Item: Adopt Resolution 2016-030 Revisions to Resolution No. 2016-019 approving a Conditional Use Permit for Riverwood Bank for property located at 14540 Dellwood Drive

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

On March 15, 2016, the City Council a conditional use permit for Riverwood Bank with a condition that the bank construct a sidewalk from the proposed north drive aisle to the northeast corner of the site to provide pedestrian connectivity to the street intersection near the front entrance of Target. The applicant has requested that this condition be removed from the approval based on the findings in the attached letter. Staff has prepared a draft resolution amendment removing this condition for the City Council's consideration.

FINANCIAL IMPLICATIONS

There are no financial implications to the city related to this request.

STAFF RECOMMENDATIONS

Staff recommends that the City Council consider the attached CUP resolution amendment.

COUNCIL ACTION REQUESTED

Adopt Resolution 2016-030 Revisions to Resolution No. 2016-019 approving a Conditional Use Permit for Riverwood Bank for property located at 14540 Dellwood Drive

Attachments:

1. Resolution 2016-030 revising Resolution N. 2016-019
2. Applicant's Request Letter

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-030**

**REVISING RESOLUTION 2016-019 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;

WHEREAS, the City Council considered revisions to the subject approving resolution at the April 19, 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 on the North side of the site to be constructed from the north access to the East to the intersection along the private road.~~
 - ~~j.i. Establish a mechanism to be reviewed and approved by the City Attorney to secure the cost for future construction of a trail along the South property line along Clearwater Road to be held until such time that the City determines what type of trail connectivity is to be constructed or that a 7-foot right-of-way easement is provided without a requirement to construct the trail.~~
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 15th day of March, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal



Better Banking... Real Solutions

April 5, 2016

Mr. Josh Doty
City of Baxter 56425

Re: RiverWood Bank Request for Resolution to Amendment

Dear Mr. Doty:

On behalf of RiverWood Bank I am submitting a request to formally remove Item "I" from the resolution approving a conditional use permit for RiverWood Bank (City File Number 16-04).

Item "I" requires a sidewalk to be constructed from the North access to the East side of the property. We are requesting that Item "I" be removed from the Resolution for the following reasons:

- The required sidewalk would connect pedestrians to adjacent collector roads with no sidewalk access, forcing pedestrians to the roadway.
- With traffic from Clearwater road to adjacent businesses this would be an unsafe path of travel for pedestrians, for this reason we think the sidewalk will be unused and will not improve pedestrian access to adjacent properties.
- An unused sidewalk has no benefit to the community, adjacent businesses or RiverWood Bank and therefore places an unnecessary burden on RiverWood Bank for the initial cost and maintenance.

Considering the reasons listed above and the willingness of RiverWood Bank to deed the 7-foot right-of-way along Clearwater Road to the City of Baxter (Item "J"), we would like the city council to reconsider the requirement for us to put in the sidewalk on the north side of our property. Thank you for your time and consideration.

Paul Means
Chairman
RiverWood Bank

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-031**

**RESOLUTION APPROVING CONDITIONAL USE PERMITS FOR GRADING AND FILLING
WITHIN A SHORELAND DISTRICT TO THE MISSISSIPPI RIVER AND TO ALLOW
CUMULATIVE BUILDING SQUARE FOOTAGE TO EXCEED 1,800 SQUARE FEET FOR 704
SQUARE FOOT ACCESSORY STRUCTURE FOR PROPERTY LOCATED AT 6245 PARIS
ROAD (CITY FILE NUMBER 16-03)**

WHEREAS, Tim Schulke with Elite Construction ("the applicant") has requested approval of a conditional use permits for property legally described as follows:

Lots 3 and 4, Paris Acres, Section 24, Township 133, Range 29, and;

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on April 12, 2016 and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their April 19, 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 704 square foot detached accessory structure within the shoreland zoning district of the Mississippi River, in accordance with the application and plans received by the city on February 11, 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 conditional use permit allows for the filling and grading of a landscape structure containing an in-ground water feature within the shoreland zoning district of the Mississippi River, in accordance with the application and plans received by the city on February 11, 2016, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met.
3. The conditional use permit allows for the construction of a 704 square foot detached accessory structure to exceed the maximum allowed cumulative square footage of 1,800 square feet, in accordance with the application and plans received by the city on February 11, 2016, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met.

4. The applicant shall install silt fence on the property. Erosion control must be maintained on the property throughout construction until the ground cover is established.
5. Methods such as temporary ground cover shall be used as necessary to prevent erosion and trap sediment.
6. Any fill shall be stabilized to accepted engineering standards.
7. The graded areas 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 legally combine the two lots into one in order to maintain a 50 foot setback from the property line.**
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 19th day of April, 2016

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-032**

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR GRADING RELATED TO THE CONSTRUCTION OF AN ACCESSORY STRUCTURE AND GENERAL FILLING OF A LOW AREA WITHIN THE SHORELAND DISTRICT TO PERCH LAKE FOR PROPERTY LOCATED AT 13230 TIMBERLANE DRIVE (CITY FILE NUMBER 16-09)

WHEREAS, Mike Patrick ("the applicant") has requested approval of a conditional use permit for property legally described as follows:

Lot 2, Block 4 Parkwood, Section 12, Township 133, Range 29, and;

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on April 12, 2016 and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their April 19, 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 detached accessory structure within the shoreland zoning district of Perch Lake, in accordance with the application and plans received by the city on March 22, 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 conditional use permit allows for fill to be placed in the rear yard to level out a depression located above the 1,190.4 OHWL and within the shoreland zoning district of Perch Lake, in accordance with the application and plans received by the city on March 22, 2016, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met.
3. 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
4. Rain gutters shall be installed on the garage to limit runoff to adjacent properties and to the lake. The gutters shall be discharged to the northwest away from adjacent homes.

5. The applicant shall install silt fence on the property. Erosion control must be maintained on the property until the ground cover is established.
6. Methods such as temporary ground cover shall be used to prevent erosion and trap sediment.
7. Any fill shall be stabilized to accepted engineering standards.
8. The applicant shall not place any fill below the Ordinary High Water Level nor within any wetland and fill shall only be allowed in the select location where manicured lawn has settled in the rear yard.
9. The graded areas shall be sodded or hydro-seeded. Direct seeding may only be used in areas that have an irrigation system.
10. Building permits are required prior to beginning construction.
11. 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 19th day of April, 2016

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

CITY OF BAXTER, MINNESOTA
ORDINANCE 2016-011

AN ORDINANCE AMENDING TITLE 10 ZONING REGULATIONS, CHAPTER 3, ARTICLE G (CONVENIENCE COMMERCIAL ZONING DISTRICT) TO ALLOW CONVENIENCE STORES/MEAT MARKETS (WITHOUT MOTOR FUEL STATIONS) WITH AN ACCESSORY PROPANE FILL STATION AS A CONDITIONAL USE (City File 2016-08)

THE CITY OF BAXTER ORDAINS:

SECTION 1. Amendments. The text of Title 10 (Zoning Regulations) of the Baxter City Code, Chapter 3, Article G-3, is hereby amended by ~~deleting~~ the stricken material and adding the underlined material as follows:

Convenience Stores/Meat Markets (without motor fuel stations) with accessory propane fill station provided:

- A. One tank may be allowed not exceed 1,000 pounds.
- B. The tank and weighing station shall not exceed six (6) feet in height and shall be setback 10 feet or more from property lines.
- C. The tank and weighing station shall be fully screened from view to public streets and adjacent properties with a solid fence or wall. The fence/wall shall include an earth tone color and be consistent in appearance with the principal structure.
- D. Coniferous trees shall be planted on the outside of the fence/wall to soften the appearance of the fence/wall from adjacent properties and rights-of-way.
- E. The propane tank shall be painted an earth tone color.
- F. The weigh station building shall be painted an earth tone color or stainless steel.
- G. Exterior signage is not allowed at the fill station.

Section 2. Effective Date. This amendment shall take effect upon its passage.

Whereupon, said Ordinance is hereby declared adopted on this 19th day of April 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
ORDINANCE 2016-012**

SUMMARY OF ORDINANCE NO. 2016-011

**AN ORDINANCE AMENDING THE TEXT OF TITLE 10 (ZONING REGULATIONS) OF THE
BAXTER CITY CODE**

This ordinance amends the text of Title 10 Zoning Regulations, Chapter 3, Article G, (C-2) Convenience Commercial Zoning District. The ordinance contains amendments and standards to allow Convenience Stores/Meat Markets (without motor fuel stations) with accessory propane fill stations as conditional use in the C-2 district.

A printed copy of the entire amended ordinance is available for inspection by any person at City Hall during the City Clerk's regular office hours.

Whereupon, said Ordinance is hereby declared adopted on this 19th day of April 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-033**

**A RESOLUTION APPROVING FINDINGS OF FACT FOR AN ORDINANCE AMENDING THE
TEXT OF TITLE 10, CHAPTER 3, ARTICLE G (CONVENIENCE COMMERCIAL ZONING
DISTRICT) TO ALLOW CONVENIENCE STORES/MEAT MARKETS (WITHOUT MOTOR
FUEL SALES) WITH AN ACCESSORY PROPANE FILL STATION AS A CONDITIONAL USE
(City File 2016-08)**

WHEREAS, the Von Hanson's, initiated an amendment to the C-2, Convenience Commercial zoning district to allow convenience stores/meat markets (without motor fuel sales) with an accessory propane fill station as a conditional use; and

WHEREAS, the amendment would be consistent with the Comprehensive Plan and other City policies and goals; and

WHEREAS, the Planning Commission has reviewed the proposed text amendments at a duly called public hearing and recommends approval;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA, that it should and hereby does approve the amendments, based upon the finding the following findings:

1. That the proposed amendments would be consistent with State law and the City's Comprehensive Plan, and compatible with other provisions of the City Code.
2. The zoning standards have a substantial impact on development in the City.
3. Zoning standards provide design guidelines and improvement requirements to protect the public health, safety and welfare.

Whereupon, said Resolution is hereby declared adopted on this 19th day of April 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-034**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN ACCESSORY
PROPANE FILL STATION FOR VON HANSON'S MEATS LOCATED AT 15811 AUDUBON
WAY (City File 2016-08)**

WHEREAS, Von Hanson's Meats ("the applicant") has requested approval of a conditional use permit for property located at 15811 Audubon Way, legally described as follows:

Lot 5, Block 1 Nature Learning Trail Business Park, Section 21, Township 133, Range 28, Crow Wing County, Minnesota.

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on April 12, 2016 and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their April 19, 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 to allow an accessory propane fill station, subject to the following findings and conditions:

1. The conditional use permit allows a propane fill station including a 1,000 pound propane tank and weighting station, in accordance with the application received by the city on March 22, 2016, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met.

FURTHER BE IT RESOLVED, that the following conditions of approval shall be met:

1. A building permit is required prior to installation of the propane tank and weighing station.
2. **Prior to the issuance of building permit:** city staff shall review and approve a final screening plan for compliance with the zoning ordinance.
3. Three six foot high pine trees are required outside of the fence area to break up the linear appearance of the fence from State Highway 371.
4. The propane fill station shall not interfere with pedestrian or accessible routes, required parking, traffic circulation or emergency vehicle access and circulation on the site.
5. The propane fill station and related fencing or required bollards shall be located out of the existing utility easement on the east side of the site.

6. The tank shall comply with all fire code requirements.
7. 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 19th day of April 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

REQUEST FOR COUNCIL ACTION

April 14, 2016

Department Origination: Community Development

Agenda Section: Other Business

Agenda Item: Adopt Ordinance No. 2016-013 and Summary Ordinance No. 2016-014 approving City Code Amendments to related to mobile vending and seasonal vending regulations

Approval Required: 4/5 Vote of the Council

BACKGROUND

On April 5, 2016, the City Council requested that staff prepare an ordinance for seasonal vending. The City Council provided staff with feedback that the use should be regulated just shy of what is required for principal buildings. Staff has therefore drafted an ordinance that allows a permit to be issued annually by the City Council for seasonal vending. The ordinance allows seasonal vending from a mobile vending unit as an accessory use for grocery store uses, whereby, the owner of the grocery store operates the seasonal vending to provide prepared only non-alcoholic beverages and food items that are customarily sold from their store. Seasonal vending allows up to 100 days of consecutive sales during a summer period with two days allowed for set up and two days for take down at the beginning and end of the sale period. The ordinance is also regulated as follows:

- A maximum of one mobile vending unit may be authorized by permit for each grocery store.
- The mobile vending unit may be located on the site for a summer season not to exceed 100 consecutive days of sales. The dates for the sale period shall be identified with the permit application. The mobile vending unit must be removed from the property for dates beyond the approved sale period, except that two additional days are authorized at the beginning and end of the sale period for set up and removal of the mobile vending unit.
- The mobile vending unit shall remain stationary on private property, in an approved location on the site for the duration of the permit. The owner may move the mobile vending unit to and from the approved mobile vending unit site during the 100 day period, provided the mobile vending unit is not used within the City, unless otherwise authorized by this Chapter.
- The mobile vending unit shall be located at least two hundred feet (200') from a residentially zoned or used property.
- Collocating more than one separately licensed mobile vending unit on the same site may be allowed, provided the site is designed to accommodate multiple vending units and provided the mobile vending units are permitted through the requirements of this Chapter.
- A mobile vending unit must locate on private property, on a paved surface, in a location that does not interfere with pedestrian or accessible routes, required parking, traffic circulation or emergency vehicle access on the site. Mobile vending units are prohibited within the public right

of way.

- Exterior materials and colors of the mobile vending unit shall be designed to be complementary to the principal building. The Community Development Director has the authority to require that the mobile vending unit be reviewed by the City Architectural Review Commission and City Council to ensure that the mobile vending unit is consistent with the purpose and intent of the City's Architectural Design Standards for commercial property.
- The mobile vending unit may be open between the hours of eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M. Additionally, the mobile vending unit may not be open unless the grocery store is open so that customers have access to restroom facilities inside the building.
- Providing or selling of merchandise or other retail items related to a mobile vending operation is prohibited.
- The mobile vending area shall be kept clean by the permittee. Trash receptacles including leak-proof, nonabsorbent containers shall be kept covered with tightfitting lids and provided in proximity to the mobile vending unit. The trash receptacles shall be maintained to avoid any littering in association with the use and properly disposed of. Each permittee is responsible for the disposal of trash left by customers.
- A staff person, legally capable of moving the unit shall be on the premises at all times while the mobile vending unit is open for business.
- The use of seating, tents, canopies or umbrellas related to the mobile vending operation is prohibited. The exception is that a canopy that is attached to the mobile vending unit may be used to provide shade for the sales location.
- The use of temporary power cords or water lines or sewer lines related to the mobile vending unit is prohibited. If the owner chooses to hook the mobile vending unit up to electric, water, or sanitary sewer services, the connections shall be installed in a permanent manor and approved with separate electric and/or mechanical permits. The owner may also use power cords that run from generator placed in the vicinity of the mobile vending unit to the mobile vending unit.
- The city may require the use of bollards or other traffic or pedestrian flow devices, as needed to maintain safety.
- The use of sound amplifying equipment, televisions or similar visual entertainment devices, lights, or noisemakers, such as bells, horns, whistles related to the mobile vending unit is prohibited. Exceptions include low volume use of a vehicle radio or other music that can only be heard at the mobile vending unit and televisions or other screens used in association with a menu board for the vending unit.
- Other than lighting required for a vehicle or trailer, no lighting shall be used to light the mobile vending unit or the area around the mobile vending unit. Lighting shall not be used to attract attention to the mobile vending unit.
- A mobile vending permittee shall be allowed signage that is secured flat against the mobile vending unit, not projecting more than six inches (6") from the exterior of the unit and no more

than three feet (3') above the roof deck of the unit. No signage shall be placed on top of a roof deck of any mobile vending unit. Any menu boards shall be directly attached or inside of the mobile vending unit. No external freestanding signage or banners are allowed for the mobile vending operation. No inflatables, lights, or other attention attracting devices are allowed for the mobile vending operation.

- A mobile vending unit may not have a drive-through.
- A mobile vending permittee shall obey any lawful order of a police officer, traffic control agent, or regulatory services inspector to move to a different authorized location to avoid congestion or obstruction of parking lots, pedestrian trails, or adjacent streets.
- No mobile vending unit shall be kept, stored, or maintained on a residentially zoned property in the City of Baxter. No mobile vending unit shall be used as sleeping quarters in the city.
- The mobile vending permit locations shall be compatible with the character of the surrounding neighborhood considering the possible creation of problems including noise, lighting, traffic, sanitation, congestion and other factors affecting the public health, safety and welfare of such areas in addition to compliance with all ordinances of this city and applicable statutes and regulations.

Lastly, staff also notes that the draft ordinance is designed so that seasonal vendors are subject to the other sections of the existing mobile vending regulations for items such as permit requirements, indemnification, insurance requirements, and compliance, revocation and enforcement standards.

FINANCIAL IMPLICATIONS

Mobile Vending Permit Fees for Seasonal Vending

The City has an existing cost of a mobile vending permit set in the fee schedule of \$300.00 for the mobile vending permit and \$30.00 for any permit amendments. The draft ordinance requires this same permit fee for a mobile vending or seasonal vending. The mobile vending permit fee is designed to help offset the cost to administer the permit.

SAC and WAC Fees

Staff did not include SAC and WAC fees in the attached seasonal vending ordinance but staff recognizes that the City Council could reasonably find that these fees should be charged. An example of a similar use is an outdoor patio associated with a restaurant. With this use, the City does charge a percentage SAC and WAC fee for seasonal outdoor patios based on seating. The percentage fee is used based on the fact that the use is seasonal.

Staff finds that a mobile vending unit is by definition, is seasonal, and would likely have a seasonal impact on water and sewer usage on the property above and beyond the SAC and WAC fees that would be attributed to the principal building. Therefore, it would be reasonable to require a percentage type of seasonal based SAC and WAC fee. Staff notes that no seating is allowed with mobile or draft seasonal vending ordinance. Therefore, if the City Council would like to charge these fees, then the fees would need to be based on fixtures within the mobile vending unit.

Staff has two primary findings why SAC and WAC fees were not included. The first reason is that staff did not charge these fees with the Mobile Vending Ordinance. The second reason is that seasonal

vending is an annual permit and is therefore, is temporary in nature. Although, a site may complete a permit year after year, staff also notes that a permittee may operate for just one year only and never operate seasonal vending again. To date SAC and WAC fees have been applied for more permanent uses.

STAFF RECOMMENDATIONS

Staff recommends that the City Council consider the attached ordinance revisions. If the City Council finds that seasonal vending should be approved in the City, then staff recommends the attached ordinance

COUNCIL ACTION REQUESTED

Adopt Ordinance No. 2016-013 and Summary Ordinance No. 2016-014 approving City Code Amendments to related to mobile vending and seasonal vending regulations

Attachment:

1. Ordinance No. 2014-013 Regulating Mobile Vending
2. Ordinance No. 2014-014 Summary Publication Ordinance Regulating Mobile Vending

Votes Required:

1. Four-fifths vote of the council is required to approve the summary publication.

Every ordinance must be published once in the City's official newspaper. A statutory city council may publish a summary of a lengthy ordinance. Publishing the title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published. A summary must be written in a clear and coherent manner and avoid the use of technical or legal terms not generally familiar to the public. The summary publication must clearly indicate that the published material is only a summary, and must contain a notice that the full text is available for public inspection. *MN Statute 412.191.*

**ORDINANCE NO. 2016-013
CITY OF BAXTER, MINNESOTA**

ADOPTING AN ORDINANCE TO REGULATE SEASONAL VENDING

THE CITY OF BAXTER ORDAINS:

TITLE 3, BUSINESS AND LICENSE REGULATIONS, CHAPTER 20, MOBILE VENDING

3-20-1: PURPOSE AND FINDINGS:

It is the purpose of the city council to regulate the time, place and manner of mobile vending when the use impacts upon the health, sanitary, fire, police, transportation and utility services exceed those regularly provided to that property. This chapter is enacted in order to promote the health, safety and welfare of all residents and visitors of the city by ensuring that mobile vending does not create disturbances, become nuisances, menace or threaten life, health or property, disrupt traffic or threaten or damage private or public property. (Ord. 2014-15, 6-3-2014)

3-20-2: DEFINITIONS:

The following words, terms and phrases, when used in this chapter, will have the following meanings:

GROCERY STORE: A retail store that primarily sells food.

MOBILE CATERING: A mobile vending operation that provides food and/or nonalcoholic beverage from a mobile vending unit to a private group or gathering of people where a bill is paid in advance and the mobile vending unit is not open for sales to the general public.

MOBILE VENDING: An operation that stores, prepares, packages, cooks, serves, vends or otherwise provides food and/or nonalcoholic beverage for human consumption from a mobile vending unit ~~readily movable mobile truck, vehicle, recreational vehicle, trailer, kiosk (stand or booth), wagon, cart or other mobile temporary structure.~~ Mobile vending is a temporary use that remains stationary on private property for the duration of a sale period, which lasts between one and twelve (12) hours in an approved location that is authorized with a mobile vending permit.

MOBILE VENDING UNIT: Not more than one readily movable mobile truck, vehicle, recreational vehicle, trailer, kiosk (stand or booth), wagon, cart or other mobile temporary structure used for mobile or seasonal vending. (Ord. 2014-15, 6-3-2014)

SEASONAL VENDING: An operation that stores, prepares, packages, cooks, serves, vends or otherwise provides food and/or nonalcoholic beverage for human consumption from a mobile vending unit. Seasonal vending is a temporary accessory use to Grocery Stores, whereby the owner of the grocery store operates a mobile vending unit to sell prepared food products that are customarily sold in their grocery store. Seasonal vending allows a mobile vending unit to remain stationary on private property for a summer season not to exceed 100 consecutive days of sales in an approved location that is authorized with a mobile vending permit for seasonal vending.

3-20-3: PERMIT:

A. Permit Required: No person, business, organization shall operate mobile vending in the city without first obtaining a mobile vending permit from the city, in addition to any other permits required by the county, state or other city ordinance. The mobile vending operation shall comply with all applicable requirements of this code or other food, fire prevention, health, safety, county, state and federal laws and regulations.

B. Exceptions: A permit is not required for:

1. A temporary fundraising event located directly adjacent to the front entrance of a grocery store or other retail store involving food from small scale grill or other temporary food distribution using a small temporary table, shall not be categorized as mobile vending.
2. Mobile vending operations accessory to a permitted special event permit that is approved by the city. A mobile vending operation on its own does not constitute a special event.
3. Peddlers, solicitors, and transient merchants as defined by chapter 8 of this title shall be regulated based on the requirements of chapter 8 of this title.
4. Mobile catering operations on private property. Locations for mobile catering operations shall be compatible with the character of the surrounding neighborhood considering the possible creation of problems including noise, lighting, traffic, sanitation, congestion and other factors affecting the public health, safety and welfare of such areas in addition to compliance with all ordinances of this city and applicable statutes and regulations. (Ord. 2014-15, 6-3-2014)

3-20-4: MOBILE VENDING REGULATIONS:

- A. A mobile vending permit will be issued on a first come, first serve basis. Not more than four (4) mobile vending permits will be authorized per calendar year. Notwithstanding the above provision, a person who had received a permit the previous year shall be entitled to receive a mobile vending permit before others so long as that person, business, or organization is continuously licensed with a mobile vending permit under this chapter and operates a mobile vending unit during the calendar year. One permit is allowed per business owner. Permit applications shall expire on January 1 of each year. The permit is valid for the permittee only and is not transferable in any manner. The permit shall be valid only when used for approved locations, as allowed under the permit in compliance with the requirements of this chapter.
- B. A mobile vending permit is valid for one mobile vending unit, which can be relocated to as many as ten (10) approved sites in the city. Each site shall be established with the mobile vending permit with permission in writing from property owners. A permit applicant may apply to amend their permit to revise locations provided that no more than ten (10) total locations are used during the calendar year. Revised permits shall be approved by city staff based on the requirements of this chapter.
- C. A mobile vending unit may locate in the city's business zoning districts, including the C1, C2, OS, or I district, provided that the mobile vending unit is located at least two hundred feet (200') from a residentially zoned or used property and at least three hundred feet (300') from a brick and

mortar restaurant. The three hundred foot (300') setback may be waived by the city if the permittee furnishes written consent from the proprietor of the brick and mortar restaurant.

- D. Collocating more than one separately licensed mobile vending unit on the same site may be allowed, provided the site is designed to accommodate multiple vending units.
- E. Any two (2) or more separate, licensed, mobile vendors that receive approval for the same property, shall develop a specific plan/schedule to avoid any disputes as one vendor's rights over another for locating mobile vending units on the site.
- F. A mobile vending unit may locate at school sites or the Northland Arboretum with the permission of the property owner.
- G. A mobile vending unit must locate on private property, on a paved surface, in a location that does not interfere with pedestrian or accessible routes, required parking, traffic circulation or emergency vehicle access on the site. Mobile vending units are prohibited within the public right of way.
- H. A mobile vending unit may not locate at a given site for more than two (2) days per week. The mobile vending unit may locate on a given site only between the hours of eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M.
- I. Providing or selling of merchandise or other retail items related to a mobile vending operation is prohibited.
- J. The mobile vending area shall be kept clean by the permittee. Trash receptacles including leakproof, nonabsorbent containers shall be kept covered with tightfitting lids and provided in proximity to the mobile vending unit. The trash receptacles shall be maintained to avoid any littering in association with the use and properly disposed of. Each permittee is responsible for the disposal of trash left by customers.
- K. A staff person, legally capable of moving the unit shall stay with the mobile vending unit at all times.
- L. The use of seating, tents, canopies or umbrellas related to the mobile vending operation is prohibited. The exception is that a canopy that is attached to the mobile vending unit may be used to provide shade for the sales location.
- M. The use of power cords or water hoses related to the mobile vending unit is prohibited. An exception includes the use of power cords that run from generator placed in the vicinity of the mobile vending unit to the mobile vending unit.
- N. The city may require the use of bollards or other traffic or pedestrian flow devices, as needed to maintain safety.
- O. The use of sound amplifying equipment, televisions or similar visual entertainment devices, lights, or noisemakers, such as bells, horns, whistles related to the mobile vending unit is prohibited. Exceptions include low volume use of a vehicle radio or other music that can only be heard at the mobile vending unit and televisions or other screens used in association with a menu board for the vending unit.

- P. Other than lighting required for a vehicle or trailer, no lighting shall be used to light the mobile vending unit or the area around the mobile vending unit. Lighting shall not be used to attract attention to the mobile vending unit.
- Q. A mobile vending permittee shall be allowed signage that is secured flat against the mobile vending unit, not projecting more than six inches (6") from the exterior of the unit and no more than three feet (3') above the roof deck of the unit. No signage shall be placed on top of a roof deck of any mobile vending unit. Any menu boards shall be directly attached or inside of the mobile vending unit. No external freestanding signage or banners are allowed for the mobile vending operation. No inflatables, lights, or other attention attracting devices are allowed for the mobile vending operation.
- R. A mobile vending unit may not have a drive-through.
- S. A mobile vending permittee shall obey any lawful order of a police officer, traffic control agent, or regulatory services inspector to move to a different authorized location to avoid congestion or obstruction of parking lots, pedestrian trails, or adjacent streets.
- T. No mobile vending unit shall be kept, stored, or maintained on a residentially zoned property. No mobile vending unit shall be used as sleeping quarters in the city.
- U. The mobile vending permit locations shall be compatible with the character of the surrounding neighborhood considering the possible creation of problems including noise, lighting, traffic, sanitation, congestion and other factors affecting the public health, safety and welfare of such areas in addition to compliance with all ordinances of this city and applicable statutes and regulations. (Ord. 2014-15, 6-3-2014)

3-20-5: SEASONAL VENDING REGULATIONS:

- A. Seasonal vending is a temporary accessory use to Grocery Stores, whereby the owner of the grocery store operates a mobile vending unit on the same property as the grocery store to sell prepared food products that are customarily sold in their grocery store.
- B. A maximum of one mobile vending unit may be authorized by permit for each grocery store.
- C. The mobile vending unit may be located on the site for a summer season not to exceed 100 consecutive days of sales. The dates for the sale period shall be identified with the permit application. The mobile vending unit must be removed from the property for dates beyond the approved sale period, except that two additional days are authorized at the beginning and end of the sale period for set up and removal of the mobile vending unit.
- D. The mobile vending unit shall remain stationary on private property, in an approved location on the site for the duration of the permit. The owner may move the mobile vending unit to and from the approved mobile vending unit site during the 100 day period, provided the mobile vending unit is not used within the City, unless otherwise authorized by this Chapter.
- E. The mobile vending unit shall be located at least two hundred feet (200') from a residentially zoned or used property.
- F. Collocating more than one separately licensed mobile vending unit on the same site may be allowed, provided the site is designed to accommodate multiple vending units and provided the mobile vending units are permitted through the requirements of this Chapter.

- G. A mobile vending unit must locate on private property, on a paved surface, in a location that does not interfere with pedestrian or accessible routes, required parking, traffic circulation or emergency vehicle access on the site. Mobile vending units are prohibited within the public right of way.
- H. Exterior materials and colors of the mobile vending unit shall be designed to be complementary to the principal building. The Community Development Director has the authority to require that the mobile vending unit be reviewed by the City Architectural Review Commission and City Council to ensure that the mobile vending unit is consistent with the purpose and intent of the City's Architectural Design Standards for commercial property.
- I. The mobile vending unit may be open between the hours of eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M. Additionally, the mobile vending unit may not be open unless the grocery store is open so that customers have access to restroom facilities inside the building.
- J. Providing or selling of merchandise or other retail items related to a mobile vending operation is prohibited.
- K. The mobile vending area shall be kept clean by the permittee. Trash receptacles including leakproof, nonabsorbent containers shall be kept covered with tightfitting lids and provided in proximity to the mobile vending unit. The trash receptacles shall be maintained to avoid any littering in association with the use and properly disposed of. Each permittee is responsible for the disposal of trash left by customers.
- L. A staff person, legally capable of moving the unit shall be on the premises at all times while the mobile vending unit is open for business.
- M. The use of seating, tents, canopies or umbrellas related to the mobile vending operation is prohibited. The exception is that a canopy that is attached to the mobile vending unit may be used to provide shade for the sales location.
- N. The use of temporary power cords or water lines or sewer lines related to the mobile vending unit is prohibited. If the owner chooses to hook the mobile vending unit up to electric, water, or sanitary sewer services, the connections shall be installed in a permanent manor and approved with separate electric and/or mechanical permits. The owner may also use power cords that run from generator placed in the vicinity of the mobile vending unit to the mobile vending unit.
- O. The city may require the use of bollards or other traffic or pedestrian flow devices, as needed to maintain safety.
- P. The use of sound amplifying equipment, televisions or similar visual entertainment devices, lights, or noisemakers, such as bells, horns, whistles related to the mobile vending unit is prohibited. Exceptions include low volume use of a vehicle radio or other music that can only be heard at the mobile vending unit and televisions or other screens used in association with a menu board for the vending unit.
- Q. Other than lighting required for a vehicle or trailer, no lighting shall be used to light the mobile vending unit or the area around the mobile vending unit. Lighting shall not be used to attract attention to the mobile vending unit.

R. A mobile vending permittee shall be allowed signage that is secured flat against the mobile vending unit, not projecting more than six inches (6") from the exterior of the unit and no more than three feet (3') above the roof deck of the unit. No signage shall be placed on top of a roof deck of any mobile vending unit. Any menu boards shall be directly attached or inside of the mobile vending unit. No external freestanding signage or banners are allowed for the mobile vending operation. No inflatables, lights, or other attention attracting devices are allowed for the mobile vending operation.

S. A mobile vending unit may not have a drive-through.

T. A mobile vending permittee shall obey any lawful order of a police officer, traffic control agent, or regulatory services inspector to move to a different authorized location to avoid congestion or obstruction of parking lots, pedestrian trails, or adjacent streets.

U. No mobile vending unit shall be kept, stored, or maintained on a residentially zoned property in the City of Baxter. No mobile vending unit shall be used as sleeping quarters in the city.

V. The mobile vending permit locations shall be compatible with the character of the surrounding neighborhood considering the possible creation of problems including noise, lighting, traffic, sanitation, congestion and other factors affecting the public health, safety and welfare of such areas in addition to compliance with all ordinances of this city and applicable statutes and regulations.

3-20-56: PERMIT APPLICATION AND PLAN SUBMISSION:

- A. Form: Application for a mobile vending permit must be made in writing and must contain a statement made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and must be signed and sworn to or affirmed by the individual making application in the case of a corporation, by all partners in the case of a partnership, or by all officers of an unincorporated association, society or group, or, if there are no officers, by all members of such association, society, or group. The application must contain and disclose the following:
1. Applicant name, address, phone number and signature and mobile vending signature if different from the applicant;
 2. A scaled site plan or aerial photo showing lot lines, buildings, parking areas, and the proposed mobile vending location (to scale) proposed for the site. A separate site plan or aerial photo with this information shall be submitted for each of the proposed sites under the permit. The plan shall include the dimensions of the mobile vending unit;
 3. Property owner consent for any mobile vending sites under the permit;
 4. A written description of the use, the products to be sold, and schedule for operation of the mobile vending unit, including a listing of locations and their addresses, the activities planned, and beginning and end times for the mobile vending to take place under the permit;
 5. Estimated number of persons to operate the mobile vending unit;
 6. Any public health plans for water, waste, and toilet facilities, as applicable;

7. A statement signed by the applicant agreeing to meet all of the requirements of this section;
 8. Insurance as identified (below) in this chapter;
 9. Health department approval for the mobile vending operation;
 10. Any other information requested by the city, acting through its city administrator or chief of police deemed reasonably necessary in order to determine the nature of the mobile vending permit.
- B. Time For Filing: Mobile vending permit applications must be submitted no earlier than January 1 for that year's license. The city shall have at least thirty (30) days from January 1 to review the license applications. Mobile vending permit applications for Seasonal Vending must be submitted at least thirty (30) days in advance of the sale start date.
- C. Permit Fee: An applicant for a mobile vending permit must pay a nonrefundable permit fee in the amount established from time to time by the city's fee ordinance. The fee shall not be prorated. (Ord. 2014-15, 6-3-2014)

3-20-67: PERMIT REVIEW:

- A. Application And Review: Upon receipt of a mobile vending permit application, the community development director shall be responsible for promptly processing the application, including conferring with department heads and the applicant as necessary to implement the provisions of this chapter, and, when required by this chapter, forwarding the processed application to the city council with a recommendation to approve, approve with conditions or modifications, or deny the mobile vending permit application. A revised permit to modify approved locations in the city may be approved administratively by the community development director, provided that the revised locations comply with this chapter.
- B. Permit Denial: The city may deny an application for a mobile vending permit if it determines from a consideration of the application or other pertinent information, that:
1. The information contained in the application or supplemental information requested from the applicant is false or nonexistent in any material detail;
 2. The applicant fails to supplement the application after having been notified by the city of additional information or documents needed;
 3. The applicant fails to agree to abide or comply with all of the conditions and terms of the mobile vending permit and this chapter, including payment of all costs and expenses;
 4. The mobile vending permit would substantially or unnecessarily interfere with traffic in the city, would interfere with access to the fire station or fire hydrants, or would interfere with access to businesses or residences in the immediate vicinity;
 5. A location of the mobile vending unit will substantially interfere with any construction or maintenance work scheduled to take place upon or along public property or right of way;

6. The mobile vending permit would likely endanger the public safety or health;
7. The mobile vending permit would substantially or unnecessarily interfere with police, fire, water, public works or other services to the city as a whole and there are not sufficient city resources to mitigate the disruption;
8. The applicant fails to comply with the liability insurance requirements or the applicant's insurance lapses or is canceled;
9. The mobile vending permit would likely create or constitute a public nuisance;
10. The mobile vending permit would be likely to cause significant damage to public property or facilities;
11. The mobile vending permit would engage in or encourage participants to engage in illegal acts; or
12. The applicant, responsible party or the person on whose behalf the application is submitted has on prior occasions made material misrepresentations regarding the nature and extent of mobile vending permit or has violated the terms of a prior mobile vending permit. (Ord. 2014-15, 6-3-2014)

13. A mobile vending unit used for seasonal vending has an exterior design, materials, and colors that are not complementary to the principal building and is inconsistent with the purpose and intent of the City's Architectural Design Standards for commercial property.

3-20-78: INDEMNIFICATION:

A mobile vending permittee shall defend and hold the city, its officials, employees, and agents harmless from any claim that arises in whole or in part out of the mobile vending permit, except any claims arising solely out of the negligent acts or omissions of the city, its officials, employees and agents. (Ord. 2014-15, 6-3-2014)

3-20-89: INSURANCE REQUIREMENTS:

- A. **Liability Insurance Required:** The applicant of the mobile vending permit must possess or obtain liability insurance to protect against loss from liability imposed by law for damages on account of bodily injury or property damage arising from the mobile vending operation. A certificate of insurance must be filed with the city prior to issuance of the mobile vending permit. The certificate of insurance must name the city, its officials, employees and agents as additional insured. Insurance coverage must be maintained for the duration of the mobile vending permit.
- B. **Minimum Limits:** Insurance coverage must be a commercial general liability policy. The minimum limits must be at least one million dollars (\$1,000,000.00). The city may require additional endorsements depending upon the type of mobile vending operation and the proposed activities.
- C. **Waiver Or Reduction Of Required Limits:** The city may waive or reduce insurance requirements of this section under the following circumstances:

1. The applicant or officer of the sponsoring organization signs a verified statement that the insurance coverage required by this section is impossible to obtain; or
2. The city determines that the insurance requirements are in excess of the reasonable risk presented by the proposed mobile vending permit. (Ord. 2014-15, 6-3-2014)

3-20-910: COMPLIANCE WITH PERMIT:  

- A. Unlawful To Exceed The Scope Of The Permit: The mobile vending permit authorizes the permittee activities only as described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the permittee to ~~wilfully~~willfully violate the terms and conditions of the permit. (Ord. 2014-15, 6-3-2014)

3-20-4011: PERMIT REVOCATION:  

A mobile vending permit may be revoked by the city at any time for failure to comply with the provisions of this chapter and conditions of the permit. The provisions of this chapter are not exclusive. Revocation may be based upon good cause as authorized by this chapter but shall not preclude the enforcement of any other provisions of this code or other food, fire prevention, health, safety, county, state and federal laws and regulations. (Ord. 2014-15, 6-3-2014)

3-20-4112: ENFORCEMENT:  

- A. Injunction: The provisions of this chapter may be enforced by injunction in any court of competent jurisdiction.
- B. Public Nuisance: If a mobile vending permit is in violation of any provision or condition contained in this chapter, the permit will be deemed a public nuisance and may be abated as such. Issuance of a mobile vending permit by the city does not preclude the right of an individual to pursue a private nuisance action against the applicant. (Ord. 2014-15, 6-3-2014)

Effective.

Subdivision 1. This ordinance becomes effective from and after its passage and publication.

WHEREUPON, said Ordinance is hereby declared adopted on this 19th day of April, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
ORDINANCE No. 2016-014**

A SUMMARY OF ORDINANCE No. 2014-013 REGULATING MOBILE VENDING

At a regular session on April 19, 2016, the Baxter City Council adopted Ordinance No. 2016-013 Regulating Mobile Vending. A summary of Ordinance No. 2016-013 is outlined below. The complete ordinance may be inspected by any person from 8:00 A.M. to 4:30 P.M. Monday through Friday at the Baxter City Hall located at 13190 Memorywood Dr., Baxter, MN 56425. The following is only a summary of the ordinance.

Purpose and Findings.
Definitions.
Permit.
Mobile Vending Regulations.
Seasonal Vending Regulations.
Permit Application and Plan Submission.
Permit Review.
Indemnification.
Insurance Requirements.
Compliance with Permit.
Revocation.
Enforcement.
Effective.

The City Council has determined that publication of the title and summary of Ordinance No. 2016-014 as set forth in this summary will clearly inform the public of the intention and effect of the ordinance. The Council also directs that only the title and this summary be published.

Adopted by the City Council of the City of Baxter on this 19th day of April, 2016.

This Ordinance shall take effect upon its summary publication in the City's official newspaper.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal