



BAXTER CITY COUNCIL AGENDA

Tuesday, May 17, 2016

The regular meeting of the Baxter City Council will be held on Tuesday, May 17, 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. Guest Presentation

- a. Anna Gruber, National Joint Powers Alliance

5. Public Comments

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

6. Consent Agenda

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

- A. Approve City Council Minutes from May 3, 2016 (pp. 5 – 8).
- B. Approve City Council Work Session Minutes from May 3, 2016 (pp. 9 – 12).
- C. Approve City Council Special Meeting Minutes from May 5, 2016 (pp. 13 – 16).
- D. Approve Planning & Zoning Commission Minutes from May 10, 2016 (pp. 17 - 22).
- E. Approve Architectural Review Commission Minutes from May 10, 2016 (pp. 23 - 26).
- F. Approve the Payment of Bills and Finance Report (Addendum A pp. 27 - 28).
- G. Approve Temporary Liquor License for the Brainerd Jaycees' event on June 17, 2016 (pg. 29).
- H. Adopt Resolution 2016-035 Approving Baxter Police Department Application for 2016 NJPA Innovation Funding (pp. 30 – 31).

- I. Adopt Resolution 2016-036 Ordering Improvement and Preparation of Plans for the 2016 Golf Course Drive Improvement Project (pp. 32 – 33).
- J. Adopt Resolution 2016-037 Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment for the 2016 Fairview Road Improvement Project (pp. 34).
- K. Adopt Resolution 2016-038 Hearing on Proposed Assessment for the 2016 Fairview Road Improvement Project (pg. 35).
- L. Approve Mobile Vending Permit for Seasonal Vending for Morey's located at 15811 Audubon Way, subject to conditions of approval. (pp. 36 - 44)
- M. Approve Roof Replacement for Restroom Facility at Oscar Kristofferson Park (pp. 45 - 46).
- N. Accept Utilities Commission Minutes from May 4, 2016 (pp. 47 – 67).
 - 1. Approve the 2016 Crow Wing County Cost Share Agreement for the 2016 City of Baxter Chip Sealing Project in the estimated amount of \$30,002.89 (pp. 68 – 74)..
 - 2. Approve allowing Crow Wing County to construct a stormwater pond on the south side of Rush Lake on city property. (No attachment).
 - 3. Approve the WSB Traffic Engineering Review and Analysis for HJ Development for Central Lakes Crossing and conclusions/recommendations 1 – 7 as written in the study. (No attachment).
 - 4. Approve the Sambatek Engineering 100-Year Stormwater Management Plan for the Central Lakes Crossing Junior Box Retail Development. (No attachment).
 - 5. Approve the Sambatek Engineering 100-Year Stormwater Management Plan for the Central Lakes Crossing Multi-Tenant Retail Development. (No attachment).
 - 6. Approve the Anderson Brothers Final Pay Estimate No.8 in the amount of \$23,617.53 for the 2015 Excelsior Road Improvements Project (pp. 75 – 80).
 - 7. Approve the WSN Agreement for Professional Services Fee Amendment for 2015 Independence Road Improvements Project in the amount of \$994.00 (pp. 81 – 90).
 - 8. Approve the WSN Agreement for Professional Services Fee Amendment for 2015 Inglewood Drive Improvements Project in the amount of \$5,545.00 (pp. 91 – 100).
 - 9. Approve the WSN Agreement for Professional Services Fee Amendment for the 2015 Dellwood Drive and Novotny Road Improvements Project in the amount of \$12,269.00 and direct City Attorney to review the contract between the City and

Contractor for possible collection of engineering fees associated with the Audubon Way water main repairs (pp. 101 – 105).

10. Approve the R. L. Larson Excavating Change Order No. 3 in the increased amount of \$30,774.25 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project (pp. 106 – 107).
11. Approve the R. L. Larson Excavating Partial Pay Estimate No. 5 in the amount of \$63,480.63 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project (pp. 108 – 118).
12. Approve the updated Isle Drive Office Park 100-Year Stormwater Management Plan (pg. 119).

7. Pulled Agenda Items

8. Other Business

- A. 9th Annual Stormwater Public Hearing (MS4) (pp. 120 – 134)
 1. PUBLIC HEARING at 7:00 p.m. or shortly thereafter.
- B. Certification of Delinquent Utility Bills, Invoices, and Abatements (pp. 135 – 137)
 1. PUBLIC HEARING at 7:00 p.m. or shortly thereafter
 2. Consider Adoption of Resolution 2016-039, Adopting Assessments for Unpaid Delinquent Utility Bills, Invoices, and Abatement Charges
- C. Planning and Zoning Actions
 1. Adopt Ordinance No. 2016-017, Summary Ordinance No. 2016-018 and Finding of Fact Resolution No. 16-040 approving an amendment to Title 10 Zoning Regulations, Chapter 3, Article G (convenience commercial district) to allow brewery and brewery taproom as a permitted use (pp. 138 - 140).
 2. Adopt ordinance No. 2016-019 amending the City’s official zoning map from C-2 (Regional Commercial) to PUD (Planned Unit Development) and Resolution 2016-041 approving a preliminary and final plat for “Elmwood Addition” and Resolution 2016-042 approving a PUD general plan for a multi-tenant retail development located at 13499 Elmwood Drive (pp. 141 – 147).
 3. Approve architectural plans for Elmwood Addition located at 13499 Elmwood Drive, subject to conditions of approval (pp. 148 - 151).

4. Adopt ordinance No. 2016-020 amending the City’s official zoning map from C-2 (Regional Commercial) to PUD (Planned Unit Development) and Resolution 2016-043 approving a preliminary and final plat for “Central lakes Crossing 3rd Addition” and Resolution 2016-044 approving a PUD general plan for a multi-tenant retail development located at 7361 Glory Road (pp. 152 - 156).
5. Approve architectural plans for Central lakes Crossing 3rd Addition located at 7361 Glory Road, subject to conditions of approval (pp. 157 - 158).
6. Adopt Ordinance No. 2016-021, Summary Ordinance No. 2016-022 and Findings of Fact Resolution 2016-045 approving an ordinance amending the text of Title 10, Zoning Regulations (pp. 159 - 212).
7. Approve architectural plans for Baxter Dental located at 13442 Elmwood Drive (pp. 213 - 214).
8. Adopt Resolution No. 2016-046 approving Comprehensive Plan Amendment for the Inglewood Drive planning area (pp. 215 - 237).

8. Council Comments

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

9. City Administrator’s Report

10. City Attorney’s Report

11. Adjourn to a special council meeting on Tuesday, May 24 at 6:00 p.m.

BAXTER CITY COUNCIL MINUTES
May 3, 2016

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

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Assistant City Administrator Kelly Steele, Community Development Director Josh Doty, Finance Director Jeremy Vacinek and Police Chief Jim Exsted.

GUEST PRESENTATION: Colonel Scott A. St., Sauver, Camp Ripley

Captain Brian Peterson explained Colonel St. Sauver was unfortunately unable to attend the council meeting due to the disabled veterans turkey hunt at Camp Ripley.

Captain Peterson reviewed the 2016 Camp Ripley's mission statement relating to federal, state, and local community operations. Captain Peterson reviewed the summer activity calendar. One significant operation will have to do with the First Brigade Combat Team known as the Red Bulls which will be deploying soldiers to the National Training Center at Fort Irwin, California.

Camp Ripley will be sending its heavy equipment by rail on May 14th – 23rd and returning the equipment on July 7 – 17th. Approximately 50 rail cars, which will be needed to move the equipment, will be staged in Staples. Captain Peterson explained the rail cars will affect traffic on the Highway 115 Bridge at Camp Ripley from 6:00 – 9:00 p.m. daily during this timeframe. Camp Ripley has coordinated this effort with the Minnesota State Patrol and Camp Ripley Security.

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

- A. Approve City Council Special Minutes from April 18, 2016.
- B. Approve City Council Minutes from April 19, 2016.
- C. Approve City Council Work Session Minutes from April 19, 2016.
- D. Approve the Payment of Bills and Finance Report.
- E. Approve Parks and Trails Commission Minutes from April 25, 2016.
- F. Approve the Central MN EMS Equipment Grant Awarded to the Baxter Police Department in the amount of \$500.00.
- G. Approve Special Event Permit for 2016 Lakes Country Triathlon at Whipple Beach on August 28th, 2016.
- H. Approve Special Event Permit for 2016 Kiwanis Kids Triathlon at Whipple Beach on August 27th, 2016.
- I. Approve Appointment for the Seasonal Position of Public Works Maintenance.
- J. Authorize Execution of a Special Assessment Agreement with Seeltay LLC.
- K. Approve Retail Fireworks Licenses for Big Lots, Costco, Cub Foods, Target, and Walmart.

- L. Approve Finance Specialist Pay Grade Change from Grade 5 to Grade 7 of the 2015-2016 AFSCME Pay Grade Schedule.
- M. Accept Memorial Park Bench donation of \$1,500.00 for a new bench at OK Park.
- N. Adopt Ordinance No. 2016-015 and Summary Ordinance No. 2016-016 approving City Code Amendments related to mobile vending and seasonal vending regulations.
- O. Approve Final Payment of \$13,427.17 to Brainerd for 2012 College Road/CSAH 48 Improvements.
- P. Authorize Staff to Sign Mueller Systems Master Agreement for the Fixed Network Water Meter Reading Project.

MOTION by Council Member Cross, seconded by Council Member Nystrom to approve the Consent Agenda, excluding agenda item N. Motion carried unanimously.

N. Adopt Ordinance No. 2016-015 and Summary Ordinance No. 2016-016 approving City Code Amendments related to mobile vending and seasonal vending regulations.

Council Member Cross requested the items discussed that the workshop with regards to wastewater, Fats, Oils and Grease Control and 25% signage be applied to mobile vending.

MOTION by Council Member Cross, seconded by Council Member Nystrom to adopt Ordinance No. 2016-015 and Summary Ordinance No. 2016-016 approving City Code Amendments related to mobile vending and seasonal vending regulations. Motion carried unanimously.

OTHER BUSINESS

Approve City Administrator Search Process and Profile

Mr. Gary Weiers stated he is ready to move forward with the job posting and reviewed the job profile, description, salary range and hiring process. The draft profile and the recreational opportunities section calls out one water park, and it was recommended this be modified since there are three water parks in the city.

Mayor Olson stated the brochure was professional and very well put together. He inquired if the high side of the pay range was too high. Mr. Weiers recommended leaving the salary at that range since the former administrator was receiving that amount. He felt some might question why the city was dropping the salary; however, it was certainly up to the council if they wanted to modify the number.

Council Member Holman said he's received feedback from community members on this topic and was glad to see one of the options include an opportunity for the public to meet the candidates. He supports that move and said it was nice to hear people were interested in the opportunity to connect with candidates.

Mr. Weiers wanted to show the council the array of options and community involvement is one of the significant options and at the next meeting the council can inform him which options they would prefer when he comes back.

Candidates for the job will be sought through June 2, and council members will get regular updates. With the current timeline, finalists will be selected for interviews by July 5. Special meetings for July 27 - 28 were set aside for interviews. The position will be advertised starting on Wednesday, May 4th with the League of Minnesota Cities, International City and County Magazine, and other extensive advertising and outreach.

MOTION by Council Member Cross, seconded by Council Member Barrows to appoint Kelly Steele as the Interim City Administrator. Motion carried unanimously.

2016 Classification to Non-Conservation and Future Sale of Tax Forfeited Parcels

Finance Director Vacinek stated that each year the county goes through tax forfeit parcels that they are ready to sell as part of the forfeiture process. A part of this process the City has the opportunity to look at the parcel and see if it matches the classifications of non-conservation and if the City is interested in the parcels prior to being placed on the auction.

The city typically looks at the parcels from a public purpose standpoint. This allows the City to look at the parcels and if the city was interested in the parcels it would be removed from the spring auction. Removal from the auction gives the City opportunity to review and see if the parcel would serve a public purpose and a value.

Mr. Vacinek reviewed the five parcels that might have a public service purpose. The parcels are located at the following locations:

1. Southeast corner of Lynwood Drive;
2. West side of Hemlock Drive, North of Afton Road;
3. South side of Lynwood Drive, between vacated White Pine Drive and Birchwood Drive;
4. Southwest corner of Hastings Road and Evergreen Drive;
5. Northeast corner of Highland Scenic Road and Evergreen Drive

Mr. Vacinek felt the parcel at the southwest corner of Hastings Road and Evergreen Drive, may be a parcel the council and EDA wish to consider for industrial park development. Acquisition and development of the parcel provides for growth and diversification in the city's tax base and job composition. Managing development of the parcel protects the city's interests in ensuring the outstanding special assessments are paid back to the city and enables the city to plan for future needed street and utility improvements to Evergreen Drive.

Council Member Holman felt that consideration should also be given to the parcel at northwest corner of Highland Scenic Road and Evergreen Drive due to the sensitivity and future management of the wetland.

MOTION by Council Member Cross, seconded by Council Member Holman deny the Crow Wing County non-conservation classification, initiate a review of the city's public need for parcels 04-16 and 05-16 and approve the Crow Wing County classification to non-conservation and approve the future sale of tax forfeited parcels 01-16, 02-16, 03-16 with outstanding special assessments reaffirmed. Motion carried unanimously.

COUNCIL COMMENTS

Todd Holman: Council Member Holman commented on the Mill and Overlay public comments. This was not brought up at the last meeting since the council recognized the work of Former City Administrator at that meeting. The hearing was held on a Monday night and the action took place on the following night. It felt like the residents were looking for more discussion and consideration of their input. Staff has already implemented some items and the Council needs to work harder to create that space. Council Member Holman stated this is an important value going forward, since we are

driven so hard with schedules to order to beat the clock we let the schedule drive the meeting, instead of the public process.

Darrel Olson: Mayor Olson recognized Thursday, June 5th at noon as the national day of prayer. Mayor Olson recognized the local boy scouts in the audience that are working on citizenship badges.

Mayor Olson explained the American Legion Auxiliary is asking for permission to sell poppies again this year. Mayor Olson further explained he assumes the Council would support the sale.

MOTION by Council Member Barrows, seconded by Council Member Cross to approve Friday, May 16, 2016 as Poppy Day in the city of Baxter. Motion carried unanimously.

CITY ADMINISTRATOR'S REPORT

Interim City Administrator Steele stated that former Administrator Heitke provided his files and provided a status report.

CITY ATTORNEY'S REPORT

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 Cross, seconded by Council Member Nystrom to enter into a closed session at 7:58 p.m. Motion carries unanimously.

Mayor Olson opened the regular meeting at 8:37 p.m.

MOTION by Council Member Cross, seconded by Council Member Barrows to accept the counter offer from 5276 Fairview Road. Motion carried unanimously.

The council held a brief discussion on bare land at the corner of Inglewood Drive and County Road 77. The council gave staff direction to get more information regarding this matter. No final action was taken.

ADJOURNMENT

MOTION by Council Member Cross, seconded by Council Member Barrows to adjourn the meeting at 8:38 p.m. to the special council meeting on Thursday, May 5, 2016 at 6:00 p.m. Motion carried unanimously.

Approved by:

Darrel Olson
Mayor

Respectfully submitted,

Mary Haugen
Administrative Assistant

BAXTER CITY COUNCIL MINUTES
Work Session
May 3, 2016

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

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Assistant City Administrator Kelly Steele, Community Development Director Josh Doty, Finance Director Jeremy Vacinek and Police Chief Jim Exsted.

2016 MILL AND OVERLAY IMPROVEMENT PROJECT

WSN Consulting Engineer Welch reviewed the project and inquired when to hold the assessment hearing. Bid opening for the project is Tuesday, May 17th at 11:00 a.m. The City has typically held the assessment hearing, on past projects, prior to award of the project. This allows the City time to address any challenges to the proposed assessments and analyze any financial concerns to the project before moving forward.

Mr. Welch explained the current schedule has the City awarding the project on Tuesday, June 7th. He cautioned that should the Council wish to hold the assessment hearing prior to award of the project on this date, there would be a considerable amount of work to be completed between the bid opening at 11:00 a.m. and the City Council meeting that same evening. With this tight timeframe, Mr. Welch was concerned that something would be missed and mistakes would be made resulting in increased City costs or assessments to the affected property owners.

Mr. Welch reviewed several options for the council to consider.

- Option 1 - Hold Assessment Hearing Prior to Award
Hold special meeting on Tuesday, May 24, to review bids and pass resolution ordering the assessment hearing. This would allow WSN and City staff approximately one week to properly review the bids and develop a solid recommendation for the Council to review. Hearing could be held as soon as June 13, 2016. Notice of Award and construction would be delayed two weeks.
- Option 2 - Hold Assessment Hearing After Award of the Project
Chapter 429 does not require the City to hold the assessment hearing prior to award of the project. This project has a relatively low assessment at just over \$3,000 for a typical residential lot which may not trigger a large number of appeals. The City could choose to hold the assessment hearing any time during or after the project. The notice of award would not be delayed and construction could begin on schedule.

Council Member Cross inquired on the hearing being held on May 31st since he is unavailable on May 24th. Due to Chapter 429 procedures this date would not allow the required two week notice on the assessments.

Consensus of the council was to schedule a special meeting on Tuesday, May 24th at 6:00 p.m. to review bids and order the assessment hearing. A special meeting was scheduled on Monday, June 13th at 7:00 p.m. to hold the assessment hearing at city hall.

Council Member Cross stated that he would not be available for the June 13th meeting as he is out of town. Assistant City Administrator Steele stated a 4/5 vote only applies to ordering the improvements and not ordering the assessments.

MOBILE VENDING ORDINANCE AMENDMENTS

Community Development Director Doty reviewed the concerns from the last meeting regarding the draft seasonal mobile vending ordinance. Staff incorporated the comments and concerns from that meeting into the ordinance regarding fuel stations and grocery stores.

Mr. Doty reviewed the six areas of the ordinance that were amended based on the comments received by the City Council on April 19, 2016.

- **GROCERY STORE:** A retail store that primarily sells food but not including gas station stores.
- The mobile vending unit may be located on the site for a summer season not to exceed 150 consecutive days of sales.
- The size of the mobile vending unit shall be complementary to the site and location where it is parked. The mobile vending unit shall not exceed 26 feet in total length and shall not exceed 10 feet in total height from grade to the highest point of the mobile vending unit. The Community Development Director has the authority to require the size of the mobile vending unit be reviewed by the City Architectural Review Commission and City Council to ensure that the size of the mobile vending unit is complementary to the surrounding property.
- At the time of the mobile vending permit for seasonal vending, the owner shall submit a best management practices plan to be reviewed and approved by the City Council that identifies how they will appropriately dispose of waste water and FOG (fats, oils and grease).
- A mobile vending permittee shall be allowed signage up to 25 percent of any face of the mobile vending unit.
- For the dates beyond the approved sale period, the mobile vending unit shall be removed from the property, moved inside a building, or moved to a staff approved storage location in the back or side of the building, away from primary street frontages.

Council Member Holman inquired if staff would staff determine the right spot for the unit. Community Development Director Doty stated that staff would review and council would have final approval. Council Member Holman questioned if the permit would go directly to council for approval without going to any commission first. Community Development Director Doty stated it would go directly to council.

Council Member Barrows inquired on the 150 calendar days and how the days are counted. Community Development Director Doty explained the start date would be chosen and once that decision is made the days are consecutive.

Council Member Holman inquired on the lighting piece with regards to any restrictions or limits. Would the requirements be similar to other areas in the city where it cannot be emergency lights, flashing lights or wrap around? Community Development Director Doty stated that the lighting is restrictive and it cannot attract attention to the mobile vending unit.

Council Member Holman stated there has been a majority of support for some form of an ordinance. The city is treating this as an amendment to the mobile vending ordinance section and what was the rationale between that versus a site by site conditional use permit for vending within the C2 zone? He questioned if there is a benefit or loss and stated that he was uncomfortable with a city wide ordinance amendment to the food ordinance. Council Member Holman would feel more comfortable with a Conditional Use Permit, which would allow public notice and input from the commercial neighbors. Community Development Director Doty explained by putting this as a license chapter of the City Code is that it is an annual permit which can be reviewed yearly whereas once a conditional use permit is approved it would run with the land.

Council Member Holman inquired if the City can deny or revoke the permit. Community Development Director Doty stated there are specific conditions for denial in the ordinance.

Council Member Cross stated with a permit it would allow the location to be reviewed and changed within the site whereas a Conditional Use Permit is allowed with conditions and the conditions are hard to change after the fact. Community Development Director Doty stated there was no other area within the zoning ordinance to list a conditional use with this many conditions whereas with a permit it would allow 13 items for denial.

COMMUNICATION INTERN

Assistant City Administrator Steele stated the council has previously discussed the city's need to develop social media platforms and establish a communication taskforce.

Assistant City Administrator Steele stated NJPA has a program that would fund up to 40 hours per week at \$10 per hour though the summer. The NJPA agreement has established required educational qualifications for an intern and staff has added additional requirements to meet the needs of the position.

The City would be responsible for finding the intern, providing daily tasks and supervision. There would be no cost to the City related to the intern. Consensus of the council was to move forward with the communication intern.

COUNCIL RETREAT

Council Member Barrows stated the retreat had been previously discussed and he would have liked to have held this retreat before Mr. Heitke retired. Council Member Barrows would like to limit the discussions at the retreat to transportation and communication projects and where the City is heading.

Council Member Nystrom felt the retreat should be placed on hold until the new administrator is in place. Council Member Holman stated he is always a fan of retreats primarily because as a council it is really the only opportunity to share publicly positions and thoughts in that type of setting. He stated it is a collective direction for staff.

Mayor Olson stated that council tries to meet with staff in December to direct following year priorities. Council Member Barrow wants to keep moving forward so there is clear direction for staff.

Council Member Holman felt this matter should be taken to staff for consideration and input before council moves forward.

ADJOURNMENT

MOTION by Council Member Cross, seconded by Council Member Barrows to adjourn at 6:50 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Mary Haugen
Administrative Assistant

BAXTER CITY COUNCIL MINUTES
Special Meeting
May 5, 2016

Mayor Darrel Olson called the Special City Council Meeting to order at 6:00 p.m.

COUNCIL MEMBERS PRESENT: Mayor Darrel Olson and Council Members, Steve Barrows and Todd Holman.

COUNCIL MEMBERS ABSENT: Council Members Quinn Nystrom and Mark Cross.

STAFF PRESENT: Assistant City Administrator Kelly Steele.

Bolton & Menk Consulting Engineer Michael Rardin gave a brief overview of the project. The City originally commissioned Bolton & Menk to conduct a pavement management plan study in 2013 to address ongoing maintenance and funding for the city's streets.

The purpose of the study was to assist the City in developing a plan to preserve and improve quality of City's streets in a fiscally responsible manner considering immediate and long-term needs. Ongoing preventative maintenance would save property owners the higher cost of more frequent reconstruction.

The goal of the pavement management plan is to extend the life of existing pavements and lower future maintenance costs. Using sealcoating as a preventative maintenance costs less compared to a 2-inch mill and overlay or a full-depth reclamation. Cost for sealcoating is \$9.00 per foot for a 36-foot wide street while a 2-inch mill and overlay costs \$70.00 per foot for the same width and full-depth reclamation would be \$253.00 per foot for that same street. Mr. Rardin explained without maintenance, a new road may last 20-30 years but with continuous maintenance the new road may last 40 to 60 years.

Mr. Rardin stated the Pavement Management Plan study recognized franchise fees and assessments as a potential funding source for ongoing maintenance not currently being performed. The council recently adopted franchise fees to assist with funding of routine maintenance including sealcoating and street lighting projects.

An unidentified gentleman from the audience inquired on the cost of the franchise fee. Mayor Olson stated the City has held several meetings regarding franchise fees and the information is available upon request.

Mr. Rardin continued his review of the funding sources for street maintenance and construction which includes:

- Property Tax - crack sealing, snow plowing, pavement markings, shouldering, pothole repair and signs.
- Franchise Fees – for routine pavement management, including sealcoating and street lights.
- Special Assessments – used for mill & overlay, full depth reclamation, street reconstruction and new construction.

- Local Option Sales Tax – only for traffic safety related capital projects, which cannot be used for maintenance.

Mr. Rardin reviewed the project schedule for the 2016 Golf Course Drive project which will be before the council at the May 17th meeting when a resolution could be adopted ordering the improvements and preparation of plans and specifications. The schedule includes advertisement for bids in June, bid opening and an assessment hearing with the updated costs in July. The assessment hearing will give residents and business owners another option to speak to the council about the project. If the project goes forward, construction would begin in August and expectations are to have work completed in October.

Project Engineer Bryan Drown discussed the project area which would be from Excelsior Road on the south end of Golf Course Drive to Woida Road. The project would include a mix of total reconstruction and full-depth reclamation, which means the existing pavement, has usefulness and is ground up along with a portion of the aggregate or gravel base for reuse. Spot replacement of curbing is necessary in some areas. The southern end of the project is expected to be more time intensive as it will include a full reclamation with new aggregate and new paving along with work on the storm sewer system where concrete pipe will be installed 4 to 7 feet deep.

The plan is for full-depth reclamation on Golf Course Drive from Excelsior Road by Mills Fleet Farm north to Universal Road. Reconstruction of the street from Universal Road to the Country Club Estates residential development and full-depth reclamation from the Country Club Estates north to Woida Road, where Golf Course Drive now ends. The entire length of Golf Course Drive will be constructed as a 10-ton design.

An unidentified woman from the audience questioned the project boundary at Woida Road. Mr. Drown explained the project location in conjunction with Woida Road.

An unidentified gentleman from the audience questioned what the road will look like when completed. Mr. Drown explained that currently Golf Course Drive is a mix of an urban design with curb and gutter to a more rural road with barely a shoulder. The project would create a single look with curb and gutter throughout, 11-foot driving lanes and 5-foot bicycle lanes on the street.

An unidentified woman from the audience questioned access during construction. Mr. Drown stated that access for residents and commercial interests would be maintained throughout the project with the construction crew relaying information when access may be limited during specific hours. But access for emergency services, ambulance, fire and police, will be maintained throughout.

Mr. Drown explained that project costs are expected to breakdown to \$424,560.00 for the full-depth reclamation, \$453,718.00 for the entire street reconstruction, \$415,044.00 for storm sewer replacement which is city costs and \$75,762.00 for the new storm sewer.

Estimated assessment costs for the full-depth reclamation which were calculated by front footage would be paid entirely by benefiting properties at a cost of \$68.00 per foot. The estimated cost per foot for the full street reconstruction from Universal Road to Country Club Estates would be \$107.00. The new storm sewer for that same stretch would be estimated to be another \$18.00 per foot.

The assessment for the residents of the Country Club Estates, which includes 30 properties in the development, is expected to be \$2,234.96 per lot.

All costs are estimated until bids come in from prospective construction companies. Mayor Olson said while the engineer's estimates are reliable, the final numbers will not be known until the bid process is complete. The project comes with a 12-year assessment term at an estimated 4.75 percent interest.

An unidentified gentleman from the audience questioned the term of the payments, the 70 percent coming from benefiting property owners and 30 percent from the city split and how did the City arrive at this method. Mr. Rardin explained the assessments were calculated by using the front footage method and costs are the same both sides of the street. A hardship application is available for those who qualify. Mayor Olson explained the costs are different for each project. Council Member Holman stated the formula wasn't set it is just how the cost broke down. In larger projects with wetlands and areas that were not assessable, the city has taken a larger percentage of those costs. In this case, it is just the front footage on both sides of the street divided by the project costs that were not city costs.

An unidentified woman from the audience inquired if taxes will go up after the project. Mayor Olson stated no.

An unidentified gentleman from the audience asked for an explanation of the bike trail. Mr. Rardin explained it is not a bike trail, both north and south end has curb and gutter, on each side of the new pavement inside the curb there will be a white stripe for biking or walking.

An unidentified gentleman from the audience inquired on the approaches and how far will you go into each parking or drive approach. Mr. Rardin explained the construction workers would be working between the curb.

An unidentified gentleman from the audience inquired on the plans to connect Cypress Drive and what that may do to future traffic flow. Council Member Holman explained plans are to create a parallel corridor by connecting Cypress Drive and ultimately creating an alternative route east of Highway 371 linking Highland Scenic Road, College Road and going all the way north to Woida Road. The goal is to provide an alternative for local traffic other than Highway 371.

Mayor Olson said demographers previously predicted Baxter would double by 2030 to 16,000. He said the last census had Baxter increasing by 37 percent, which stood out as pretty unusual. The full Cypress Drive parallel corridor may be five to 10 years in the future and much depends on the city's conversations with the Minnesota Department of Transportation and negotiations with BNSF Railway, which wants to limit railroad crossings.

Mayor Olson said the council members had taken the growth predictions seriously, adding that is one of the reasons for the parallel corridor planning so that residents will be able to reach destinations without joining the traffic on Trunk Highway 371. When the former Pine Meadows Golf Course was sold it created an opportunity to talk about that corridor.

An unidentified gentleman from the audience expressed concern on the future of the former golf course, which is now owned by Good Samaritan. Mayor Olson said Good Samaritan has an order of projects, while the Baxter project has a high priority; there are other areas even higher on the priority list right now.

The residents expressed concern about the traffic speed on Golf Course Drive; saying when the new street is done it will be a racetrack. Mayor Olson said the city can set up speed trailer there to remind people. He did note when another residential area requested more patrols and stop signs, the first people cited for speeding were the residents of the area.

An unidentified gentleman from the audience inquired if the city will do anything for a growing gopher population. He said the increased gopher population was a direct result of golf course going out of business as the gophers like mowed areas to feed on grubs. With the golf course no longer maintained and mowed, the gophers have moved to the edge of the mowed areas looking for food.

MOTION by Council Member Barrows, seconded by Council Member Holman to close the public hearing at 7:02 p.m. Motion carries unanimously.

MOTION by Council Member Barrows, seconded by Council Member Holman to adjourn at 7:03 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Mary Haugen
Administrative Assistant

PLANNING & ZONING COMMISSION MINUTES
May 10, 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: Chair Bob Kinzel, Commissioners Steve Lund, Howie Oswald, Gwen Carleton, Bob Ryan and Council Liaison Steve Barrows

MEMBERS ABSENT: None

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

OTHERS PRESENT: Patrick Sundberg, Jon Pope, Chris Moe, Matthew Anderson, Daryl Olson, Chuck Marhon and Renee Richardson

APPROVAL OF MINUTES

MOTION by Commissioner Carlton, seconded by Commissioner Oswald to approve the minutes from the April 12, 2016 meeting as presented. Motion carried unanimously.

PUBLIC HEARINGS

*All items under old and new business items will go to City Council on
 May 17, 2016 if not tabled, continued or otherwise noted.*

Chair Kinzel stated that this Commission is advisory and the final approval/denial is given at the City Council Meeting on May 17, 2016 at 7:00 pm.

OLD BUSINESS

None

NEW BUSINESS

1. PUBLIC HEARING. Zoning Text Amendment to allow a "Brewery Taproom" and "Brewery" as a permitted use in the C-2, Regional Commercial zoning district (City file 16-10)

Requested by: Patrick Sundberg (Jack Pine Brewery) 7942 College Rd. Ste. 115 Baxter, MN 56425

Chair Kinzel asked CD Director Doty to review the application with the Commission. CD Director Doty stated that the first item is a zoning text amendment to allow a "Brewery Taproom" and "Brewery" as a permitted use in the C-2, Regional Commercial zoning district. Jack Pine Brewery is currently in the Industrial zone however they wish to move into a C-2 district and build a new building. CD Director Doty explained the difference between Industrial and Commercial districts. The research done for this text amendment showed support in other cities for a brewery tap house/brewery to be placed in the C-2 district as a permitted use and as a conditional use. CD Director Doty explained trucking and odor concerns with the Commission. He did note that the applicant has explained the process for dealing with

the odor issue. CD Director Doty reminded the Commission that this zoning text amendment will open the doors for other tap houses/brewery locations to be in the C-2 district.

CD Director Doty stated that staff is recommending approval of this application. Chair Kinzel asked if staff is comfortable with the trucking situation. CD Director Doty stated that this isn't going to turn into a beer distribution, as that would require an additional approval.

Chair Kinzel opened the public hearing.

Mr. Patrick Sundberg, the applicant stated that they have outgrown their current location and need to move into a bigger location. Over the past three years they have found the tap house has really taken off and he needs to expand to have more retail space. Mr. Sundberg stated that he was the first brewery to open in Baxter and now there are four total in the lakes area and tourists are now taking brewery tours much like a vineyard tour. Commissioner Carleton asked if there was any food planned for the tap house, Mr. Sundberg indicated that there is not food available, however, he is interested in having a food truck be allowed on the future site. He further clarified that he is running three businesses and doesn't have time for a fourth business that would sell food. Chair Kinzel asked if Mr. Sundberg had any concerns regarding the conditions, he did not.

Chair Kinzel closed the public hearing.

Motion by Commissioner Carleton, second by Commissioner Ryan to recommend the City Council approve the Zoning Text Amendment to allow a "Brewery Taproom" and "Brewery" as a permitted use in the C-2, Regional Commercial zoning district as presented in the resolution by staff. Commissioner Lund asked for discussion prior to the vote.

Commissioner Lund asked CD Director Doty if essentially the applicant is just moving from Industrial to C-2 district and that the original conditions are following the new requested district. CD Director Doty stated that the Industrial regulations will stay with the Industrial zone and the conditions in the staff report are for the C-2 zoning district conditions; the conditions in the Industrial district are not being carried over to the C-2 district. Commissioner Lund asked how the parking would be calculated, CD Director Doty stated that the parking regulations are in place for restaurant and bar locations and that would be a similar use. Commissioner Lund asked how the parking would be split for the "industrial type use" of manufacturing and the retail aspect of the tap house. CD Director Doty stated that a parking amendment could be done in the parking ordinance specifically for tap house and brewery. He did remind the Commission that the parking ordinance is not being requested at this point. CD Director Doty explained the parking regulations to the Commission for clarification. Commissioner Lund asked about ARC review. CD Director Doty stated that a new building would go in front of the ARC Commission and if they were going into an existing building, that building could possibly already been reviewed by the ARC Commission.

Mr. Sundberg approached and stated that the goal is to move and have a bigger taproom and more parking in the C-2 district. CD Director Doty stated that staff is comfortable with the parking regulations.

Motion carried unanimously.

2. PUBLIC HEARING. Preliminary and final plat named "Elmwood Addition", Rezoning from C-2, Regional Commercial to PUD, Planned Unit Development and a PUD General Plan for a new

multi-tenant retail development for property located at the Southeast corner of Elder Drive and Forthun Road. PT OF SE1/4 OF NE1/4 & PT NE1/4 OF SE1/4 (full legal available at City Hall) Section 7, Township 133, Range 28 (City file 16-11)

Requested by: HJ Development, LLP 15600 Wayzata Blvd. Suite 201 Wayzata, MN 55391

Chair Kinzel asked CD Director Doty to review the application with the Commission. CD Director Doty explained that the applicant is requesting a Preliminary and final plat named "Elmwood Addition", Rezoning from C-2, Regional Commercial to PUD, Planned Unit Development and a PUD General Plan for a new multi-tenant retail development for property located at the Southeast corner of Elder Drive and Forthun Road. The plan provided shows an 89,179 square foot new building. CD Director Doty reviewed the staff report including screening, landscaping, elevations, easement required by the Utilities Commission, signage, ARC review, park dedication fees, traffic study was completed, additional 10' of right of way for turn lanes and access. CD Director Doty explained the PUD flexibility that is allowed for this approval. He showed the location of the sidewalks and trails for a path of foot travel.

CD Director Doty stated that staff has a concern with the screening of the loading docks. The applicant is proposing to partially screen with trees and a partial retaining wall. Staff is requiring full screening as others have had to do along main road ways.

CD Director Doty stated that signage is another item of concern. The applicant is asking for (2) 400 square foot pylon signs (800 square feet over all) and the regulations allow up to (1) 200 square feet of pylon signage. Staff is comfortable with the PUD flexibility to allow (2) 200 square feet pylons and the condition is in the draft resolution.

CD Director Doty reviewed the landscaping and parking island requirements with the Commission, explaining that a few of the trees they are proposing do not match the regulations and additional trees are needed to Elmwood Drive and in the parking islands.

CD Director Doty stated that staff is recommending approval of this application. Chair Kinzel recapped the approval request.

Chair Kinzel opened the public hearing.

Mr. Chris Moe and Mr. Matthew Anderson, the applicants, approached. Chair Kinzel asked him to explain the landscaping issues. Mr. Moe stated that they feel they are meeting the screening per the code, just not with a wing wall. Mr. Anderson stated that they are using berms that are 3-4' tall and 10' tall trees to screen the loading docks. Mr. Anderson provided an animated computer picture of the proposed screening. CD Director Doty stated that the landscaping plan that they are showing is a revision that was not in the packet and they have updated the plan. Commissioner Ryan stated that this should not be considered landscaping, it is truly screening. He indicated that the only loading dock not screened would be the TJ Maxx dock if they do two layers of trees and the berm. Commissioner Lund asked if the revised plan includes the additional 10 feet of right-of-way (ROW) taken out and if so, is there actually enough room to fit a four foot berm with a double-row of trees on it. Mr. Moe indicated that the extra ROW was considered in the revised plan and that there is enough space. Lund further asked if there is irrigation that is going to be installed to keep the plantings alive. Mr. Anderson addressed the berm location and stated that in some areas it would be a 3' berm, other areas could be 4-6' high. Mr. Moe stated that typically they do not install irrigation, because they typically do not require irrigation, they replace them as they die.

Chair Kinzel stated that he has been on this Commission long enough to know that it takes a few years for trees to root fully and irrigation is needed. Commissioner Lund stated that all of the other buildings in that area have irrigation. Mr. Moe stated that they are willing to install the irrigation as a compromise for the lack of wing wall screening.

Chair Kinzel asked for the applicant to explain the need for signage above and beyond the sign regulations. Mr. Moe explained that his tenants are requesting the signage to be 200 square feet for each tenant. He explained that they have a concern with the lack of flexibility regarding the signage. CD Director Doty stated that currently, staff is comfortable with doubling the allowed amount of signage with a PUD. Commissioner Lund asked to discuss Home Depot and the Arby's PUD signage. CD Director Doty stated that Home Depot was the reason for the regulations being tightened.

Chair Kinzel asked Mr. Moe if everything else discussed was OK and they agreed to the remaining conditions. Mr. Moe stated that the remaining items/conditions were of no concern.

Commissioner Carleton stated that she was concerned that the traffic study did not include Elder Drive and Highway 210 as that was a very busy area already without the additional traffic from this proposed development being added to it. She was concerned that there may be some major accidents in that location. CD Director Doty stated that the area in question was not discussed.

Chair Kinzel closed the public hearing.

Motion by Commissioner Lund, second by Commissioner Carleton to recommend the City Council approve the preliminary and final plat named "Elmwood Addition", Rezoning from C-2, Regional Commercial to PUD, Planned Unit Development and a PUD General Plan for a new multi-tenant retail development for property located at the Southeast corner of Elder Drive and Forthun Road as presented by staff with the berm up to 3-5', two rows of trees, irrigation and signage as presented in the draft resolution. Commissioner Ryan asked for discussion.

Commissioner Ryan asked that if this was four separate lots, would they be allowed to have 200 sq. ft. per site, up to 800 sq. ft. for total signage. CD Director Doty stated that having double signage on one sign is going to look very large and there is not another sign in Baxter that large.

The Commission held extensive conversation regarding different possibilities. Commissioner Ryan asked for middle ground regarding the amount of signage allowed.

Amended Motion by Commissioner Lund, second by Commissioner Carleton to recommend the City Council approve the preliminary and final plat named "Elmwood Addition", Rezoning from C-2, Regional Commercial to PUD, Planned Unit Development and a PUD General Plan for a new multi-tenant retail development for property located at the Southeast corner of Elder Drive and Forthun Road as presented by staff with the berm up to 3-5', two rows of trees, irrigation and (2) 300 sq. ft. pylon signs to be draft into the resolution. Motion carried unanimously.

3. PUBLIC HEARING. Preliminary and final plat named "Central Lakes Third Addition", Rezoning from C-2, Regional Commercial to PUD, Planned Unit Development and a PUD General Plan for a new multi-tenant retail development for property located at the Southwest corner of State Highway 371 and Glory Road. Outlot A of Central Lakes Crossing Section 7, Township 133, Range 28 (City file 16-12)

Requested by: HJ Development, LLP 15600 Wayzata Blvd. Suite 201 Wayzata, MN 55391

Chair Kinzel asked CD Director Doty to review the application with the Commission. CD Director Doty explained that the applicant is requesting a preliminary and final plat named "Central Lakes Third Addition", Rezoning from C-2, Regional Commercial to PUD, Planned Unit Development and a PUD General Plan for a new multi-tenant retail development for property located at the Southwest corner of State Highway 371 and Glory Road. CD Director Doty directed the Commission to the site location on an aerial and the features of the lot. CD Director Doty reviewed the staff report including screening, landscaping, elevations, easement requirement and developers agreement by the Utilities Commission, signage, ARC review, park dedication fees, trail connections, a traffic study was completed and access. CD Director Doty stated that an additional 10' of right of way for a future dual left turn lane, which would require the parking and building would need to be shifted 10'. He further stated that the ordinance requires 35 feet of front setback, however with the PUD flexibility a 10 foot front setback would be supported by staff. He showed the location of the sidewalks and trails for a path of foot travel.

CD Director Doty stated that this application for freestanding signage is also over the allowed amount. The applicant shows a six panel sign, however at this time there are only four tenants proposed. The applicant is requesting 248 sq. ft. of signage and staff will support 200 sq. ft., with the understanding that when the second phase is built the PUD will be amended and at that time additional signage can be added.

CD Director Doty stated that staff is recommending approval of this application with the conditions in the draft resolution. Chair Kinzel recapped the approval request.

Chair Kinzel opened the public hearing.

Mr. Moe applicant, stated that moving the building 10 feet would place the building within the view corridor of Wal-Mart which is in place by an easement. They would have to reduce the size or eliminate a tenant space, they are not willing to reduce the size as they are already working with tenants that are expecting that size. Mr. Anderson is now trying to move the building to the west and south so the view corridor remains intact and the size stays the same. Mr. Moe stated that the one element that they are really excited about is the pond eliminate and if the building is moved the building will be moved further away from the pond. Mr. Anderson stated that their staff is currently looking at how they can remedy the site.

Mr. Moe stated that regarding the signage they are OK with the 200 sq. ft. pylon at this time, and will cross the bridge of adding additional signage at the time the development has phase two built.

Chair Kinzel closed the public hearing.

Motion by Commissioner Lund, second by Commissioner Oswald to recommend the City Council approve the preliminary and final plat named "Central Lakes Third Addition", Rezoning from C-2, Regional Commercial to PUD, Planned Unit Development and a PUD General Plan for a new multi-tenant retail development for property located at the Southwest corner of State Highway 371 and Glory Road as presented by staff. Motion carried unanimously.

4. PUBLIC HEARING. Zoning Ordinance Text Amendments throughout Title 10 of the Baxter City Code. Amendments are being proposed to update to the City's Zoning Ordinance. (City File 16-14)

Requested by: City of Baxter 13190 Memory wood Dr. Baxter, MN 56425

Chair Kinzel asked Planner Gindele to review the zoning text amendment with the Commission. Planner Gindele reviewed the following zoning text amendment:

Chapter 1, Section 3D, Rules, Scope And Interpretation: Rules

Chapter 2, Section 2, General Definitions

Chapter 3, Articles A, B and D-I, Section 5A Lot Area, Height, Lot Width and Yard Requirements: Area Requirements

Chapter 3, Article C, Section 5B Lot Area, Height, Lot Width and Yard Requirements: Area Requirements

Chapter 4, Section 7B, Storage Standards: Nonresidential Zoning Districts

Chapter 4, Section 8A, Screening/Landscaping/Fencing: Screening

Chapter 4, Section 8D, Screening/Landscaping/Fencing: Landscaping

Chapter 4, Section 10E, Architectural Design Standards: Allowable Materials By Zoning District

Chapter 4, Section 10F, Architectural Design Standards: Other Materials

Chapter 5, Section 1F, Signs: Signs Permitted In OS, I, C1 And C2 Districts

Chapter 5, Section 4D, Lighting Standards: General Performance Standards

Chapter 5, Section 4E, Lighting Standards: Lights Mounted On Poles

Chapter 5, Section 5A, Drive-through Businesses: Where Allowed, Drive-through Businesses Shall Comply With The Following

Chapter 5, Section 8A, Motor Fuel Stations: Site Requirements

Chapter 5, Section 9A, Accessory Structures: Requirements

Chair Kinzel opened the public hearing, no one came forward to speak. Chair Kinzel closed the public hearing.

Motion by Commissioner Ryan, second by Commissioner Oswald to recommend the City Council approve the Zoning Text Amendment throughout Title 10 of the Baxter City Code. Amendments are being proposed to update to the City's Zoning Ordinance. Motion carried unanimously.

OTHER BUSINESS

None

ADJOURNMENT

MOTION by Commissioner Lund, seconded by Commissioner Oswald to adjourn the meeting at 8:20 p.m. Motion carried unanimously.

Approved by:

Submitted by:

Chair Bob Kinzel

Shanna Newman CD Administrative Assistant

ARCHITECTURAL REVIEW COMMISSION MINUTES
May 10, 2016

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

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

COMMISSIONERS ABSENT: Council Liaison Mark Cross None

STAFF PRESENT: CD Director Doty and Planner Matthew Gindele

OTHERS PRESENT: Jon Pope, Chris Moe, Matthew Anderson

APPROVAL OF MINUTES

MOTION made by Commissioner Handlos, seconded by Commissioner Ryan to approve the March 4, 2016 meeting minutes. Motion carried unanimously.

Review of Proposed Retail Strip Mall-Glory Rd.

Chair Donnay asked Planner Gindele to explain the proposed four-tenant retail strip mall. The proposed project consists of a 6,911 square foot strip mall type building. The applicant is proposing brick, natural stone, EIFS and architectural glass as exterior materials. Stone piers are included around the entire structure to meet the articulation requirements. The building has a flat roof and a earth tone color scheme (brown, tan and beige) with green accents. The Commission needs to approve the architectural metal if it exceeds 10%. Planner Gindele indicated that staff is suggesting including the glazing elements on the store front be followed around to the back of the building due to the patio features.

CD Director Doty stated that there was not a site plan included in these packets, however the presentation for the Planning Commission did. The presentation revealed that three of the tenants would have patios facing Highway 371 and a view of the pond (storm water pond); he pointed out the elevation change to the Commission.

Planner Gindele indicated that staff is requesting approval with the findings and conditions.

Chair Donnay asked the applicant to come forward and answer any questions the Commission may have.

Mr. Chris Moe, applicant for this project approached and asked if the Commission has any questions for him. CD Director Doty asked Mr. Moe and Mr. Anderson to review the materials with the Commission. The Commission had no concerns with the materials presented. Chair Donnay asked if the RTU would be on the roof and if there was screening proposed. Mr. Moe stated that the RTU's will be maneuvered to have the parapet screen the RTU's.

CD Director Doty informed the Commission that the applicant is requesting an amendment to the original PUD that took place when Wal-Mart built years ago. The approval will take place tonight at the Planning and Zoning meeting after this meeting. CD Director Doty brought this up being there is flexibility with a PUD approval, staff is asking for additional glazing elements to spruce up the rear side of the building, being it does face Highway 371 and incorporates a patio overlooking a pond.

MOTION by Commission Ryan, seconded by Commissioner Handlos recommending City Council approve the proposed four tenant strip mall on Glory Road as presented by staff. Motion carried unanimously

Review of Proposed Retail Strip Mall-Elmwood Rd.

Chair Donnay asked Planner Gindele to explain the proposed four-tenant strip mall. The proposed project consists of an 89,179 square foot strip mall type building. The applicant is proposing brick, natural stone, EIFS, precast concrete panels and architectural glass as exterior materials. Stone piers are included around the entire structure to meet the articulation requirements. The building has a flat roof and an earth tone color scheme (brown, tan and beige) with green accents. Planner Gindele indicated that there was a new elevation provided after the packet went out to the Commission. He explained the difference in the elevations now being presented. The difference was the columns and architectural details changed and shows the sporting goods store with horizontal segments and then the building has a different appearance. Staff would like to see consistency with the whole building and not just the one tenant.

Planner Gindele indicated that staff is requesting a parapet on around the entire building to minimize negative visual impacts of the back of the 19 foot tall parapet facing Elder Rd.

Currently, the applicant is proposing a retaining wall with a 42" metal guard rail in front of the loading docks where staff had requested the incorporation of wing walls to screen the docks. The applicant indicated that the wing walls are unnecessary with the combination of berming and landscaping proposed to screen the loading docks from Elder Rd. The remaining item is the projections from the wall; the applicant needs to supply revised elevations showing the storefront projections if any exist.

Staff reviewed the remaining elevations with the Commission and indicated they are requesting approval with finding and conditions.

Chair Donnay asked that applicant to come forward and answer any questions the Commission may have.

Mr. Moe stated that the reason for the change to the sporting goods store was due to a request by the sporting goods store to stay in uniform with their other chain locations. The materials are similar to the previous elevation with a slight color change and a split face CMU giving the horizontal appearance; however this is a negotiated item with the retailer. He stated that there may need to be additional conversation regarding the metal that is green around the sporting retailer. He further stated that the façade for PetSmart has recently changed and a new revision will be sent in upon receiving the update. Mr. Moe then reviewed the remaining materials and the colors with the Commission.

Commissioner Ryan asked about the parapet going around the whole building and suggested it was a bit much. CD Director Doty stated that the PUD is a negotiated approval and ARC only gets a small portion of the review. The applicants are asking for flexibility with signage and staff is asking for project upgrades. CD Director Doty explained this opens the discussion for a way to screen items from public view under the PUD approval. CD Director Doty gave the Home Depot parapet as an example of what is trying to be prevented. Commissioner Ryan asked if the green metal for the retail sign was taken into consideration under the 10% rule. CD Director Doty stated that they did not have the materials until tonight to verify the math; however he does think it meets the 10%. Commissioner Ryan stated that he would like to see a continuous façade; Chair Donnay agreed, however, he stated that he does not believe the Commission has the ability to design buildings beyond the extent of the zoning code.

MOTION by Commission Handlos, seconded by Commissioner Ryan recommending City Council approve the proposed four tenant strip mall on Elmwood Rd. based on the most recent elevation dated May 10, 2016 as presented by staff. Handlos indicated that his motion does not include the requirement of a parapet all the way around the building nor does it include the requirement that the applicant shall choose a single wall design for the entire building. Commissioner Ryan seconded with a request for discussion.

Commissioner Ryan asked for clarification on the Ultra Orange and PetSmart and TJ Maxx red. He indicated that he is fine with the orange being considered a “sun” color and the red considered as accent? CD Director Doty indicated that the red would be considered part of the 10 percent accent color.

Motion carried unanimously

Chair Donnay thanked the applicant for coming in with a nice looking project. The applicant then exited the Chambers.

Review of Proposed Addition to the Baxter Dental Office

Chair Donnay asked staff to review the proposed addition to the existing Baxter Dental. Planner Gindele stated that the Commission the applicant is building an addition to their current building and is requesting approval of the proposed materials. Gindele stated that the proposed materials match the existing materials that were reviewed by the Commission back in 2010 and approved the only non-conforming material, the cement board shakes. Planner Gindele reviewed the remaining materials and articulation, all of which were previously approved by the regulations. The other item needing ARC approval is the 4 3/4:12 pitch roof over one of the gables. Staff is requesting approval for this application.

CD Director Doty stated that this is the reason for the update to the ARC regulations (next agenda item) is for this exact reason, a second review of materials that the Commission previously approved.

MOTION by Commission Handlos, seconded by Commissioner Ryan recommending City Council approve the architectural plans for Baxter Dental dated 4/9/2016 including the use of cement board shakes in the gables and a 4 ¾ :12 pitch roof.. Motion carried unanimously.

Architectural Ordinance Amendment to allow previously approved building materials as permitted materials.

Chair Donnay asked staff to review the amendments with the Commission. Planner Gindele walked the Commission through the changes in the ordinance. CD Director Doty stated that a request was received to allow more architectural metal. The architect requesting the change showed staff a corporate building with the majority being architectural metals. This was the reason for asking for 50% to be allowed in the amendment of the regulations. CD Director Doty stated that this Commission will have to review the proposed project if it goes over the 50%. Chair Donnay stated that there has been a lot of change to architectural metals and there should be flexibility. Planner Gindele read the changes to the ordinance regarding previously reviewed materials. Commissioner Ryan asked if there should be some language in the amendment to require an out provision in case the Commission finds a material that was approved and later the material fails to hold up. CD Director Doty stated that that type of language would be difficult to write into an ordinance and the best way to approach that situation might be to amend the Code to strike any material that fails to hold up.

MOTION by Commission Ryan, seconded by Commissioner Handlos recommending City Council approve the proposed architectural ordinance amendment as presented by staff. Motion carried unanimously

OTHER BUSINESS

None

NEXT MEETING

The next regular scheduled meeting is May 19, 2016 at 4:15 p.m.

ADJOURNMENT

MOTION by Commissioner Ryan, seconded by Commissioner Donnay to adjourn. Motion carried unanimously. The meeting adjourned at 5:45 p.m.

Approved by:

Submitted By:

Chair Kevin Donnay

Shanna Newman
CD Administrative Assistant

Accounts Payable

Blanket Voucher Approval Document

User: susannah.jensen
 Printed: 05/13/2016 - 10:40AM
 Warrant Request Date: 05/17/2016
 DAC Fund:



Addendum A

Line	Claimant	Voucher No.	Amount
1	A.W. Research Labs, Inc	000000100	189.00
2	Advanced Auto Repair of Brainerd	000000101	1,411.71
3	American Steel Supply, Inc	000000102	119.20
4	Anderson Brothers	000000103	39,190.53
5	APA	000000104	370.00
6	AT&T Mobility	000000105	251.34
7	Bert's Truck Equipment	000000106	32.57
8	Brainerd Dispatch	000000107	1,779.01
9	Brainerd General Rental	000000108	366.50
10	Brainerd License Office	000000109	83.00
11	Brainerd Public Utilities	000000110	42,212.60
12	Breen & Person, LTD	000000111	3,527.00
13	Centerpoint Energy	000000112	150.17
14	Central Turf & Irrigation Supply	000000113	2,188.81
15	CliftonLarsonAllen LLP	000000114	19,500.00
16	Crow Wing County	000000115	800.00
17	Crow Wing County Recorder	000000116	230.00
18	East Side Oil Company	000000117	86.00
19	Federal Withholding	000000000	18,526.95
20	Ferguson Enterprises Inc 1657	000000118	366.80
21	First Supply LLC - Brainerd	000000119	65.35
22	Fleet One LLC	000000120	2,950.43
23	Francotyp-Postalia Inc	000000121	144.17
24	Frontier Precision	000000122	482.69
25	Gravelle Plumbing & Heating, Inc	000000123	212.50
26	Hannahs, Jr, Donald Clair	000000124	762.00
27	Heartland Animal Rescue Team	000000125	970.49
28	Hengel Ready Mix	000000126	1,182.00
29	Holden Electric Company	000000127	1,234.23
30	Holiday Companies	000000128	576.90
31	Hollco, Inc	000000129	53.07
32	Hollingsworth, Colleen	000000130	205.00
33	ICMA Retirement Corporation	000000131	325.00
34	Insty-Prints	000000132	179.85
35	Keepers, Inc.	000000133	76.99
36	Lakeland Veterinary Hospital	000000134	173.50
37	Lakes Area Mat Service II, Inc	000000135	76.60
38	Law Enforcement Labor Services	000000136	588.00
39	League of MN Cities Insurance Trust	000000137	1,000.00
40	M R Sign	000000138	354.06
41	Marsden Bldg Maintenance, LLC	000000139	552.00
42	Memphis Net & Twine Co., Inc.	000000140	54.38
43	Metro Sales Inc	000000141	299.10
44	Miller, Nicholas	000000142	450.00
45	Minnesota Withholding	000000000	3,525.04
46	MN Deferred Comp	000000000	31,437.46
47	MN Dept of Health	000000143	23.00

Page Total: \$179,335.00

Line	Claimant	Voucher No.	28 Amount
48	MN Pollution Control Agency	000000144	23.00
49	NAPA Auto Parts - Baxter	000000145	138.10
50	Nevco, Inc	000000146	361.20
51	Northern Business Products, Inc	000000147	107.72
52	Parker, Timothy	000000148	80.00
53	Pavestripe	000000149	750.00
54	PERA Retirement	000000000	17,930.52
55	Pratt's Affordable Excavating, Inc	000000150	301.00
56	Progressive Consulting Engineers, Inc	000000151	3,712.50
57	Provantage LLC	000000152	647.45
58	R. L. Larson Excavating, Inc	000000153	63,480.63
59	Railroad Management CO III, LLC	000000154	353.72
60	Simonson Lumber Baxter	000000155	186.27
61	St Croix Recreation Co, Inc	000000156	12,019.28
62	Sterling Codifiers, Inc	000000157	2,545.00
63	Streicher's, Inc	000000158	1,850.32
64	TKDA	000000159	2,552.40
65	Toshiba Business Solutions	000000160	31.83
66	Verizon Wireless	000000161	568.09
67	Viking Industrial Center	000000162	269.26
68	Waste Management	000000163	1,118.85
69	Williams, Mike	000000164	1,004.00
70	Xcel Energy	000000165	602.92
Page Total:			\$110,634.06
Grand Total:			\$289,969.06

REQUEST FOR COUNCIL ACTION

05.17.2016

Department Approval: Administration

Agenda Section: Consent

Items Description: Approve Temporary Liquor License for the Brainerd Jaycees' event on June 17, 2016

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

The Brainerd Jaycees have applied for a temporary license for the on-sale of intoxicating liquor for their event on June 17, 2016 at Mills Ford. State statutes and the Baxter City Code allow for the issuance of temporary liquor license for the on-sale of intoxicating liquor in connection with a social/fundraising event within the City.

FINANCIAL IMPLICATIONS

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

STAFF RECOMMENDATION

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

COUNCIL ACTION REQUESTED

Motion to approve the issuance of a temporary on-sale liquor license to the Brainerd Jaycees for their event on June 17, 2016.

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-035**

**RESOLUTION SUPPORTING THE INNOVATION FUNDING REQUEST BY BAXTER
POLICE DEPARTMENT FOR FUNDING OF A UAV Project**

WHEREAS, the National Joint Powers Alliance (NJPA) offers all Region V government entities the opportunity for funding support through the Innovation Funding process; and

WHEREAS, the City of Baxter, Baxter Police Department is an eligible candidate to receive the funding; and

WHEREAS, the funding requests have to show a public purpose and/or benefit to both local and regional citizens; and

WHEREAS, the Baxter Police Department in partnership with the Brainerd Fire Department, and the Brainerd Police Department; and

WHEREAS, the collective partnership is looking to NJPA for funding of a program to incorporate Unmanned Aerial Vehicles (UAV's); and

WHEREAS, being a recipient of this funding assistance it will enhance our public safety support network within Baxter and Crow Wing County; and

WHEREAS, this funding will assist in the establishment of sound policy and professionally trained pilots across our area and lead to the future development of similar programs in neighboring counties; and

WHEREAS, this funding will create a multi-disciplinary tool that will enhance the overall response of our local first responders to a wide variety of possible scenarios; and

WHEREAS, the benefits of such a program will include increased efficiencies for agencies involved, improved officer safety, and increased public safety.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BAXTER, MINNESOTA supports the Baxter Police Department in their proposal request for Innovation Funding through NJPA for the establishment of a UAV program.

Whereupon, said Resolution is hereby declared adopted on this 17th day of May, 2016.

Darrel Olson
Mayor

Kelly Steele
Interim City Administrator

REQUEST FOR COUNCIL ACTION

May 17, 2016

Department Origination: Administration

Agenda Section: Consent

Agenda Item: Adopt Resolution 2016-036 Ordering Improvement and Preparation of Plans for the 2016 Golf Course Drive Improvement Project

Approval Required: 4/5 Vote of the Council

BACKGROUND

The council held the Golf Course Drive improvement hearing on May 5, 2016. At this hearing the Council heard comments from the public. The next step is for the council to consider ordering the improvement. The proposed resolution to order the improvement may be adopted at any time within six months after the improvement hearing. This resolution may reduce, but not increase, the extent of the improvement as stated in the notice of hearing. Adoption of the resolution requires a super majority vote, meaning the council can only adopt the resolution by a four-fifths vote of all members of the council.

FINANCIAL IMPLICATIONS

The council will conduct an assessment hearing on July 7, 2016 to consider assessing some project costs to adjacent property owners.

STAFF RECOMMENDATIONS

Staff recommends the council adopt Resolution 2016-036 Ordering Improvement and Preparation of Plans for the 2016 Golf Course Drive Improvement Project.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2016-036 Ordering Improvement and Preparation of Plans for the 2016 Golf Course Drive Improvement Project

**CITY OF BAXTER MINNESOTA
RESOLUTION 2016-036**

**RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS FOR
THE 2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT**

WHEREAS, pursuant to a resolution the council adopted April 19, 2016, a fixed date for a council hearing on Improvement No. 4110, the proposed improvement of roadway and storm sewer improvements on Golf Course Drive from Excelsior Road to Woida Road; and

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon May 5, 2016, at which all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, the estimated amounts proposed to be assessed against individual parcels was made available.

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 and supplement thereto.
2. Such improvement is hereby ordered as proposed in the council resolution adopted April 19, 2016.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. Bolton & Menk, Inc. 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 17th day of May, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-037**

**A RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING
PREPARATION OF PROPOSED ASSESSMENT FOR THE 2016 FAIRVIEW ROAD
IMPROVEMENT PROJECT**

WHEREAS, the Consulting City Engineer has been directed to proceed with Improvement No. 4113, the improvement of Fairview Road from approximately 300 feet west of Memorywood Drive to Inglewood Drive and the cost thereof has been determined to be \$1304,373.

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

1. The portion of the cost of such improvement to be paid by the City of Baxter is hereby declared to be \$897,226 and the portion of the cost to be assessed against benefited property owners is declared to be \$407,147.
2. Assessments shall be payable in equal annual installments extending over a period of twelve years, the first of the installments to be payable on or before the first Monday in January, 2017 and shall bear interest at the rate of 4.75% from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the Consulting City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and the City Clerk shall file a copy of such proposed assessment in City Hall for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the council thereof.
5. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.

Adopted by the Baxter City Council this 17th day of May, 2016.

CITY OF BAXTER, MINNESOTA

Darrel Olson
Mayor

ATTEST:

Kelly Steele
Assistant City Administrator/Clerk

SEAL

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-038**

**A RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT FOR THE 2016 FAIRVIEW
ROAD IMPROVEMENT PROJECT**

WHEREAS, by a resolution passed by the council on May 17, 2016, the city clerk was directed to prepare a proposed assessment of the cost of Improvement No. 4113, improving Fairview Road from approximately 300 feet west of Memorywood Drive to Inglewood Drive;

WHEREAS, the clerk has notified the council that such proposed assessment is in the process of being completed and is on file in City Hall for public inspection.

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

1. A hearing shall be held at 6:00 p.m. or thereafter on **Thursday, June 2, 2016** in the Baxter City Hall located at 13190 Memorywood Drive, Baxter, MN 56425 to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the city clerk shall state in the notice the total cost of the improvement. City clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Baxter, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the City of Baxter or Crow Wing County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the Baxter City Council this 17th day of May, 2016.

CITY OF BAXTER, MINNESOTA

Darrel Olson
Mayor

ATTEST:

Kelly Steele
Assistant City Administrator/Clerk

REQUEST FOR COUNCIL ACTION

May 17, 2016

Department Origination: Community Development

Agenda Section: Consent

Agenda Item: Approve Mobile Vending Permit for Seasonal Vending for Morey's located at 15811 Audubon Way, subject to the conditions of approval.

Approval Required: Simple Majority of Vote of the Council

BACKGROUND

At the May 3, 2016 City Council meeting, the City Council approved revisions to the Mobile Vending regulations to allow a permit process for seasonal vending. Morey's has subsequently submitted a Mobile Vending Permit for Seasonal Vending to allow a mobile vending trailer for their property located at 15811 Audubon Way.

The application requests 150 days of sales to start on the date the permit is issued by the City. If the permit was issued on May 18, 2016, 150 days would go to October 15, 2016. The applicant is proposing a mobile vending trailer that is 16 feet long and 8 feet high (see attached picture and rendering of the unit). The trailer will fit into one parking space. Staff has reviewed the location that has been proposed and finds that the location is acceptable. The application included a statement that they would comply with all provisions of the ordinance. The applicant submitted a best management practices plan for grey water and FOG (fats, oils and grease), which is attached. Staff has reviewed the best management practices plan and finds it to be acceptable. The applicant has also provided verification of permission from the property owner.

Assuming City Council approval, staff notes that there are some outstanding ordinance items that would need to be addressed before staff could issue the permit. The specific conditions of approval are as follows:

Prior to the City issuing the mobile vending permit for seasonal vending, the applicant shall complete the following:

- 1) The permit approval is based the application materials as submitted to the City on May 4, 2016, accept as amended with the conditions of approval listed below.
- 2) Submit a completed application form.
- 3) Submit a plan for review and approval by staff on how electric would be supplied to the mobile vending unit.
- 4) Submit a plan for review and approval by staff showing compliance with the 25 percent maximum signage requirement.
- 5) Submit verification of approval from the Department of Health.
- 6) Submit verification of liability insurance.

- 7) Submit verification that the rooftop mechanical unit would be painted to match the color of the mobile vending unit.
- 8) The permit is valid for 150 consecutive days of sales, from the date that the City issues the permit.
- 9) The permit is subject the all of the conditions in the ordinance for seasonal vending.

FINANCIAL IMPLICATIONS

The applicant has paid the required \$300 permit fee. Therefore, there are no financial implications with the application.

STAFF RECOMMENDATION

Staff is recommending approval of the mobile vending permit for seasonal vending subject to the conditions in this staff report.

COUNCIL ACTION REQUESTED

Motion to approve mobile vending permit for seasonal vending for Morey's located at 15811 Audubon Way, subject to the conditions of approval.

Prior to the City issuing the mobile vending permit for seasonal vending, the applicant shall complete the following:

- 1) The permit approval is based the application materials as submitted to the City on May 4, 2016, accept as amended with the conditions of approval listed below.
- 2) Submit a completed application form.
- 3) Submit a plan for review and approval by staff on how electric would be supplied to the mobile vending unit.
- 4) Submit a plan for review and approval by staff showing compliance with the 25 percent maximum signage requirement.
- 5) Submit verification of approval from the Department of Health.
- 6) Submit verification of liability insurance.
- 7) Submit verification that the rooftop mechanical unit would be painted to match the color of the mobile vending unit.
- 8) The permit is valid for 150 consecutive days of sales, from the date that the City issues the permit.
- 9) The permit is subject the all of the conditions in the ordinance for seasonal vending.

M**OREY'S** **SEAFOOD MARKETS**

P.O. BOX 2508, BAXTER MN 56425 PHONE 218-824-0156 FAX 218-824-0166

Seafood Markets, Ltd., proposes to operate an auxiliary kitchen preparing and selling ready to eat foods (derived primarily from our fish and seafood business) for take away service.

We anticipate operating hours will coincide with our store hours up to 7 days a week, not to exceed 8 am to 8 pm. The unit will likely require staffing of 2 people while operational.

The unit will operate on a seasonal basis over the spring/summer/fall months for 150 days beginning with the issue date of our permit.

MOREY'S SEAFOOD MARKETS

P.O. BOX 2508, BAXTER MN 56425 PHONE 218-824-0156 FAX 218-824-0166

05/04/2016

Seafood Markets, Ltd hereby acknowledges, understands and agrees to abide by the City of Baxter's revised mobile food vending ordinance.



Stephen Frank

President

Seafood Markets, Ltd

DBA Morey's Seafood Markets

Majestic Lakes Properties, LLC

14540 Pennock
Apple Valley, MN 55124

Phone (952) 431-2807
Fax (952) 431-7628

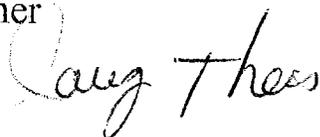
May 3, 2016

To Whom It May Concern,

Majestic Lakes Properties, LLC is giving approval for Steve Frank and Seafood Markets, LTD to have a mobile vending unit on the Majestic Lakes Properties site located at 15811 Audubon Way in Baxter, MN.

Sincerely,

Douglas Theis
Owner

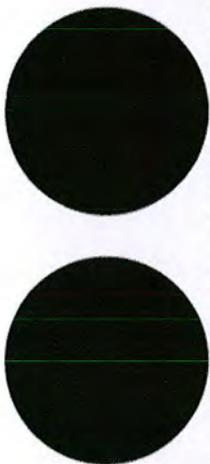




EAT MORE FISH!!!

MOBILE GALLEY

**HOT FISH
TO-GO**

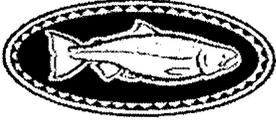


16'

8



MOREY'S



SEAFOOD MARKETS

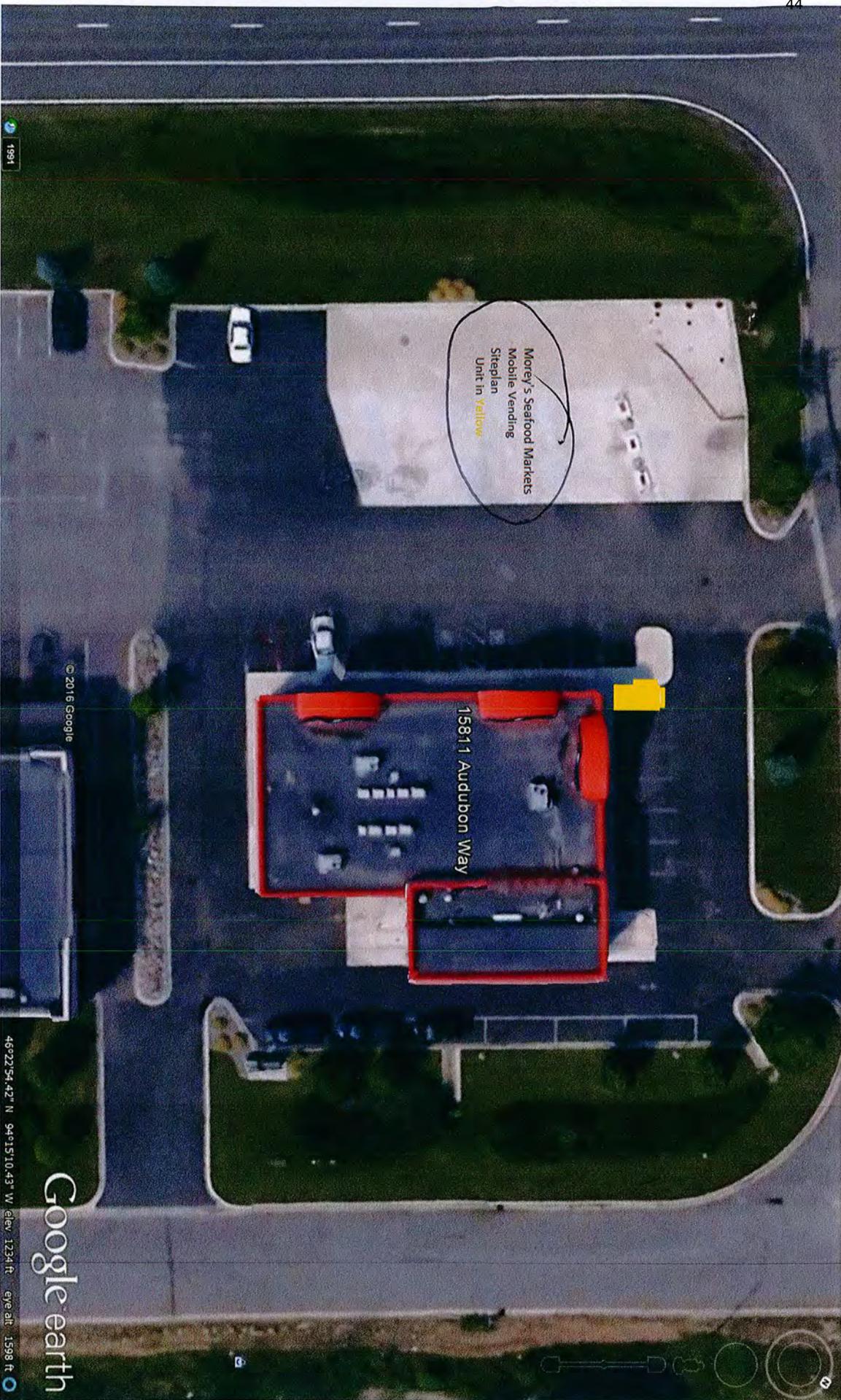
P.O. BOX 2508, BAXTER MN 56425 PHONE 218-824-0156 FAX 218-824-0166

Management Practices Plan

Mobile Vending Unit

Grey water, fats, oils, and grease

1. Ware washing of primary utensils will be done indoors at Seafood Markets approved 3 compartment sink with an approved grease trap apparatus.
2. Grey water derived from handwashing shall be transported by a grey water dolly and disposed of in the facility mop sink.
3. Fryer grease and griddle grease shall be collected and recycled with a specialized grease recycling service.



Morey's Seafood Markets
 Mobile Vending
 Siteplan
 Unit in Yellow

15811 Audubon Way

Google earth

46°22'54.42" N 94°15'10.43" W elev. 1234 ft eye alt. 1598 ft

© 2016 Google

1991

REQUEST FOR COUNCIL ACTION

05.17.2016

Department Origination:
Public Works Park and Trails Division

Agenda Section:
Consent

Agenda Item: Approve Roof Replacement for Restroom Facility at Oscar Kristofferson Park

Approval Required: Simple Majority Vote of the Council

BACKGROUND

Parks Supervisor Rauen is requesting the replacement of the old nonconforming ribbed steel restroom roof at Oscar Kristofferson Park with conforming materials in order to keep consistency with the new picnic pavilion roof construction. The roof is currently scheduled for replacement in 2017.

This recommendation would require, that other 2016 budgeted projects and repair materials not be purchased this year and be deferred until 2017. Parks Supervisor Rauen is recommending that Baratto Brothers Construction complete the work at the same time the new picnic pavilion roof is being installed which would reduce construction costs and patron interruption in the park next year. It would also guarantee the materials all match between the two structures.

The existing roof on the bathroom is approximately 12 years old and is in not leaking but was installed by an STS worker. The materials on the roof are nonconforming with existing City ordinances with exposed fasteners. The second issue is that the steel roof was not installed correctly. No drip edge was used and the existing shingles are still underneath the steel with no vapor barrier between the shingles and steel. The water is running of the steel and onto the facia and causing moisture to get to the wood behind the facia. Since the steel was installed a new ventilation system was installed in the bathroom and the roof penetration was installed only temporarily until a new updated roof was installed. All of these issues would be addressed with a new standing seam 60-year steel roof the same as the new picnic pavilion.

The existing bathrooms were updated inside from 2011 - 2014 with new fixtures, partitions, hand dryers, automatic flush valves light fixtures and epoxy flooring. Exterior painting and a new steel door was installed in 2015. The bathrooms will require new facia and soffits will to be installed in 2017 and after this is completed the restrooms should be good for 20-years.

The Park and Trails Department has received a quote for the roof replacement from Baratto Brothers for this project in the amount of \$11,000.00. The quote includes matching all materials with the new construction roofing of the picnic pavilion at this site. The steel would be standing seam with no exposed fasteners and have a minimum life span of 60 years.

The pricing of steel is going to jump 7-10% around May 9, 2016, making this a priority project in order to save an additional \$1,000.00. Parks Supervisor Rauen has included the extra \$1,000.00 charge in his financial calculations in order to cover the change in steel pricing at this time.

FINANCIAL IMPLICATIONS

2016 budgeted projects and repair materials already in the 2016 budget would not be purchased this year and be deferred until 2017. Parks Supervisor Rauen has also outlined a plan to cover the costs of this roof replacement project with funding from the 2016 Parks and Trails Operations Budget and would defer some of the 2016 repair projects until 2017.

- | | | |
|----|------------|---|
| 1. | \$3,600.00 | Replace Southdale Roof in 2017
(1001-04-452-00-44010) |
| 2. | \$2,500.00 | Replace Southdale Irrigation Building in 2017
(1001-04-452-00-42480) |
| 3. | \$3,000.00 | Repair the Whipple Beach Fishing Pier in 2017
(1001-04-452-00-44020) |
| 4. | \$2,500.00 | Repairs to Fencing / Parts
(1001-04-452-00-44030) |
| 5. | \$1,000.00 | Repairs to Playground Equipment / Parts
(1001-04-452-00-42460) |

Parks Supervisor Rauen respectfully asks for the 2016 Parks and Trails Budget amendment and all associated budget line item transfers as outlined above into account 1001-04-452-00-44010 to cover the cost of the new steel roof.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Oscar Kristofferson Park Restroom Building in the amount of \$11,000.00 and make the appropriate budget amendments to cover the cost.

COUNCIL ACTION REQUESTED

MOTION to approve the Baratto Brothers quote for installation of a steel roof at the Oscar Kristofferson Park Restroom Building in the amount of \$11,000.00 and make the appropriate budget amendments to cover the cost.

UTILITIES COMMISSION
May 4, 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: Engineering Technician Doug Schultz and Administrative Assistant Mary Haugen.

OTHERS PRESENT: WSN Consulting Engineer Aric Welch, SEH Consulting Engineer Scott Hedlund, WSB Consulting Engineer Chuck Rickart, Bolton & Menk Consulting Engineer Mike Rardin, HJ Development Representative Chris Moe and Sambatek Project Manager Mike Bultman.

APPROVAL OF MINUTES

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to approve the Utilities Commission minutes of April 6, 2016. Motion carried unanimously.

2016 CHIP SEAL PROJECT MONTHLY UPDATE

Work Completed – First Update

Plans and bid documents were provided to Crow Wing County on March 7, 2016. Crow Wing County advertised the project for bids during March and opened bids on April 6, 2016. The bid abstract was reviewed by Bolton & Menk, Inc. (BMI) and no concerns were noted. The low bidder is the same as last year - Morris Sealcoat & Trucking, Inc. The low bid was within the budget provided by the City for this project.

A pre-construction conference is currently scheduled for Wednesday, May 4, 2016.

Project Schedule and Completion

The project is currently on schedule with no delays anticipated. The following schedule and completion requirements were incorporated into this project:

- Construction operations are not to be started prior to Tuesday, July 5, 2016, except stockpiling of aggregate materials.
- The contractor is to notify the City of their proposed work schedule at least five (5) working days in advance of beginning work.
- All seal coat, fog, and interim pavement marking work required under this Contract is to be completed no later than August 15, 2016 and within ten (10) working days from project initiation.
- All construction operations are to be completed no later than August 26, 2016.

Bolton & Menk Consulting Engineer Rardin informed the commission the pre-construction meeting was held and Morris Sealcoat, who is the same contractor as last year, was informed of the critical timing of the schedule.

2016 CROW WING COUNTY COST SHARE AGREEMENT FOR THE 2016 CITY OF BAXTER CHIP SEAL PROJECT

The commission reviewed the Crow Wing County Cost Share Agreement for the chip seal project. This is the standard agreement used by the County for joint projects it administers.

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

CROW WING COUNTY STORMWATER PONDING REQUEST FOR THE CSAH 48 IMPROVEMENT PROJECT

The commission reviewed the stormwater ponding request from Crow Wing County Highway Department for the 2017 CSAH 48 Improvements Project. A rough sketch of where the ponds would be located was provided; the ponds are 4' deep ponds and would discharge into the existing vegetated woods.

The pond on the south side would be constructed on city property; however, the city would need to contact the homeowners association on Rush Lake to see if they would allow a pond to be constructed on the north side. There is an existing conservation easement and that would need to be reviewed to see what it entails and if a pond could be construction on the north side.

The highway department would construct the ponds with their 2017 Mill and Overlay project but the maintenance of the ponds would be the responsibility of the City.

Consensus of the commission was to have staff contact the homeowners association to see if they would consider an easement and construction of a stormwater pond.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve allowing Crow Wing County to construct a stormwater pond on the south side of Rush Lake on city property. Motion carried unanimously.

WSB TRAFFIC ENGINEERING REVIEW AND ANALYSIS FOR HJ DEVELOPMENT CENTRAL LAKES CROSSING

WSB Consulting Engineer Rickart reviewed the traffic engineering review and analysis for the proposed Central Lakes Crossing Development. One site is located south of TH 210 and west of TH 371 on Elder Drive, just south of Costco. The second site is located south of Glory road and west of TH 371 in the Walmart parking lot.

The proposed sites will be developed with retail and restaurant uses. Site 1 on Elder Drive will include four separate retail uses and Site 2 on Glory Road will include three restaurant sites and one retail site.

Existing traffic characteristics, traffic growth, area trip generation and distribution, traffic volume, and pedestrian system review. The commission had an in-depth discussion on truck traffic in the area and how to minimize any impact to the traffic flow.

Council Liaison Cross inquired if any signage would be required for pedestrian traffic? Mr. Rickart stated that signage could be placed in the City requested but it is not required.

Mr. Rickart reviewed his recommendations and they are listed below:

1. The proposed site access driveway on Elder Drive from development Site 1 should be moved north to approximately half way between Garrison Road and Forthun Road.
2. Provide a continuous center left turn lane on Elder Drive from Forthun Rd to Garrison Rd including a left turn into the proposed Site access driveway.
3. Provide northbound right turn lanes on Elder Drive at Forthun Rd, Garrison Rd and the proposed Site access driveway.
4. Provide an additional 10 feet of right-of-way on Elder Drive adjacent to development Site 1, and; provide a 30 foot by 30 foot site corner in the southeast corner of Elder Drive at Forthun Road and the southwest corner of Forthun Road at Elmwood Drive.
5. Include existing right-of-way and/or easements on development Site 2 plan adjacent to Glory Road and the existing Paul Bunyan Regional Trail.
6. Work with MnDOT to provide improvements at the intersection of TH 371 at Glory Road:
 - a. Short term - Update the traffic signal, including restriping the eastbound Glory Road approach and providing split phasing for the Glory Road approaches. By 2018 or with additional development in the Central Lakes Crossing development area.
 - b. Long term – Widen the eastbound Glory Road approach to provide dual left turn lanes. By 2030 or with future development analysis indicating need for the improvements.
 - c. Long term - Plan for a future dual left turn lane northbound on TH 371 to eastbound Glory Road similar to southbound TH 371. By 2030 or with future development analysis indicating need for the improvements.

UTILITIES COMMISSION – 05/04/16

7. Provided pedestrian connection improvements:

- a. A stripped pedestrian crossing with ADA compliant pedestrian ramps across Elder Drive to the existing path on the west side of the road.
- b. ADA pedestrian ramps should be provided for crossing both Forthun Road and Garrison Road at the Site access driveways.
- c. A connection to the existing path adjacent to Glory Road from the sidewalk adjacent to the proposed buildings.
- d. A connection from the sidewalk adjacent to the proposed buildings to the parking lot south of the buildings.

MOTION by Commissioner Crochet, seconded by Commissioner Franzen to recommend City Council approve the WSB Traffic Engineering Review and Analysis for HJ Development for Central Lakes Crossing and conclusions/recommendations 1 – 7 as written in the study. Motion carried unanimously.

ELMWOOD ADDITION PRELIMINARY AND FINAL PLAT

The commission reviewed the preliminary and final plat for Elmwood Addition. Engineering Technician Schultz informed the commission several stubs were located by Penny's on the south side of the road and several road cuts were eliminated with the exception of one. This would change the easement layout.

Mr. Schultz inquired if the pedestrian ramp on the north side of Forthun Road to cross to Costco should the north side of the road have a curb cut to connect to the trail. There is currently no connection to this segment as you have to enter the driveway to access the trail. Mr. Rickart stated there should be a curb cut at that location.

A discussion was held regarding truck traffic and the turn radius that will be necessary. There is currently a 60-foot request which is larger than the city requires. HJ Development Representative Chris Moe informed the commission that preliminary studies have been conducted with a 67-foot truck; which is the size most of the retailers use, and there has been no issues with this design at this time.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to advise the Planning and Zoning Commission that the Utilities Commission has no concerns with the Elmwood Addition Preliminary & Final Plat contingent on the following:

1. Additional 10-feet of right-of-way on Elder Drive
2. Developers Agreement must be in place before the building permit is issued.
3. Dedicated 30' x 30' site triangle at the intersection of Elder Drive and Forthun Road.
4. Dedicated 30' x 30' site triangle at the intersection of Forthun Road and Elmwood Drive.
5. Dedicated 30' x 30' site triangle at the intersection of Elder Drive and Garrison Road.

UTILITIES COMMISSION – 05/04/16

6. All water and sanitary sewer easements be dedicated on the plat.

7. Pedestrian ramp connection to the north side of the trail.

Motion carried unanimously.

CENTRAL LAKES CROSSING JUNIOR BOX RETAIL 100-YEAR STORMWATER MANAGEMENT PLAN AND WSN STORMWATER REVIEW LETTER

WSN Consulting Engineer Welch comments for the 100-year stormwater pond were submitted into the record:

We have completed our review of the Preliminary Stormwater Management Plan for Central Lakes Crossing, Junior Box Retail; Baxter, MN dated April 19, 2016. The plan was professionally prepared by Sambatek and we offer the following comments:

The plan was reviewed for compliance with the City of Baxter's stormwater requirements. Stormwater retention on-site is proposed to consist of two smaller above ground infiltration basins and a larger underground infiltration system/basin. The site has a credit of 0.28 acre-ft in the regional stormwater basin located west of Isle Drive. The owner is proposing to retain 2.85 acre-feet of storage of the 3.62 acre-feet of runoff on-site from the 100-year event. The remaining 0.49 (3.62-2.85-0.28) acre-feet of runoff will be collected by the regional pond located west of Isle Drive, which the owner proposes to expand by that amount.

The following items should be clarified and/or addressed:

- Plans for the expansion of the regional pond should be reviewed. A minimum of 0.49 acre- feet of additional storage should be provided.
- The stormwater calculations indicated a curve number of 39 for the above ground infiltration basins which represents a grass cover condition. Infiltration basins should be modeled as a water surface with a curve number of 98, especially when considering a 100-year storm event. However the proposed infiltration basins on this project are relatively small and the difference in curve numbers would have a relatively small impact on the stormwater runoff and retention requirements for the entire site.
- The stormwater calculations indicate runoff discharge from the basins through exfiltration (infiltration during the storm event). The City of Baxter typically does not allow the use of exfiltration and the entire 100-year storm event must be held in the basin prior to infiltration (i.e. frozen ground conditions). The developer would have to provide an additional 1.15 acre-feet of storage on-site or in the expansion of the regional pond.

Sambatek Project Manager Mike Bultman acknowledged receipt of the WSN memo and stormwater management plan will be revised to reflect the three items. Mr. Schultz inquired if the turn lane addition on Elder Drive and Forthun Road would affect the holding capacity of the pond. The regional pond could absorb the extra flow whereas the south pond could not take the additional stormwater volume. Mr. Bultman stated he did not think the north pond would see any

UTILITIES COMMISSION – 05/04/16

reduction in size; the pond south of Ulta cannot handle the 100-year storm event so they will be expanding the pond west of Isle Drive to compensate.

MOTION by Commissioner Franzen, seconded by Commissioner Crochet to recommend City Council approve the Sambatek Engineering 100-Year Stormwater Management Plan for the Central Lakes Crossing Junior Box Retail Development. Motion carried unanimously.

CENTRAL LAKES CROSSING JUNIOR BOX RETAIL CIVIL PLANS

Engineering Technician Schultz informed the commission a Developers Agreement for the Central Lakes Crossing Junior Box Retail Center will be at the June Utilities Commission Meeting.

CENTRAL LAKES CROSSING 3RD ADDITION PRELIMINARY AND FINAL PLAT

The commission reviewed the preliminary and final plat for Central Lakes Crossing 3rd Addition.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to advise the Planning and Zoning Commission that the Utilities Commission has no concerns with the Preliminary & Final Plat contingent on the following:

1. All water and sanitary sewer easements be dedicated on the plat.
2. Developers Agreement must be in place before the building permit is issued.
3. Show all existing trail easements on the plat.

Motion carried unanimously.

CENTRAL LAKES CROSSING MULTI-TENANT 100-YEAR STORMWATER MANAGEMENT PLAN AND WSN STORMWATER REVIEW LETTER

WSN Consulting Engineer Welch comments for the 100-year stormwater pond were submitted into the record:

We have completed our review of the Preliminary Stormwater Management Plan for Central Lakes Crossing, Multi-Tenant Retail; Baxter, MN dated April 19, 2016. The plan was professionally prepared by Sambatek and we offer the following comments:

The Stormwater Management Plan (SWMP) has been reviewed for compliance with the City of Baxter's stormwater ordinance. Stormwater retention on-site is proposed to consist of a wet basin with an infiltration shelf. The wet portion of the pond will lined due to lack of separation from groundwater and to maintain water for aesthetic purposes. The main stormwater retention will be from the infiltration shelf, which is more than adequately sized for the proposed improvements. Due to infiltration basin capacity, the owner is allocating the additional capacity for future development to the south of the proposed lot.

Although the proposed infiltration basin is more than adequately sized and the SWMP meets the City stormwater ordinance, it is recommended that the following be addressed so that the City will have a more accurate stormwater retention volume that the site can allocate for future development to the south of the proposed development.

UTILITIES COMMISSION – 05/04/16

The following items shall be clarified and/or addressed:

1. Runoff from catchment area 4s should be included in the drainage for the infiltration basin. Area 4s is a part of the parcel and the runoff is collected on site and conveyed through the storm sewer into the proposed infiltration basin.
2. A portion of the proposed improvements (southern half of the south east-west drive isle) is not included in the stormwater calculations for the proposed improvements. This area drains off-site onto the adjacent south parcel. It shall be noted in the SWMP that this area shall be included in the calculations for the development of that site.
3. The stormwater calculations indicate the infiltration basin and wet pond have a curve number of 39 which represents a grass cover condition, infiltration basins and wet ponds should be modeled as a water surface with a curve number of 98, especially when considering a 100-year storm event. The proposed infiltration basin on this project is relatively large and the difference in curve numbers would have relatively large impact on the stormwater runoff for the entire site.
4. The stormwater calculations indicate runoff discharge in the basins through exfiltration (i.e. infiltration during the storm event). It is our understanding that the City of Baxter does not allow this method to be used for above ground infiltration areas.

Mr. Bultman had no concerns with the four items and they would be incorporated into the stormwater plans.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council approve the Sambatek Engineering 100-Year Stormwater Management Plan for the Central Lakes Crossing Multi-Tenant Retail Development. Motion carried unanimously.

CENTRAL LAKES CROSSING 3RD ADDITION CIVIL PLANS

Engineering Technician Schultz informed the commission that the this site has three restaurants on the site and grease traps will be required for each unit and the sewer line will probably have to be extended to the property line.

Mr. Schultz informed the commission a Developers Agreement for the Central Lakes Crossing 3rd Addition will be at the June Utilities Commission Meeting.

2015 MILL & OVERLAY MONTHLY PROJECT UPDATE

The Contractor has given the following detailed schedule, subject to change:

Week of 05/02/16:

- Monday:
 - Remove pavement and rehabilitate the sanitary sewer manhole at the Glory Road/ Isle Drive intersection.
- Tuesday:

UTILITIES COMMISSION – 05/04/16

- Paving in the Glory Road/ Isle Drive intersection.
- Reclaiming (i.e. turn to gravel) Edgewood Drive from Clearwater Rd to 550 feet north of Woida Road.
- Wednesday:
 - Paving in the Glory Road/ Isle Drive intersection.
 - Mill off (remove) excess reclaim material, grading, compaction on Edgewood Drive from Clearwater Road to 550 feet north of Woida Road.
- Thursday and Friday:
 - Paving and manhole casting adjustments on Edgewood Drive from Clearwater Road to 550 feet north of Woida Road.
- Week of 05/09/16 and after:
 - Pavement Markings, driveway paving, cleanup, and punch list.

2015 EXCELSIOR ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE

Summary of Work Completed Since Last Update

Construction Start:

- Preconstruction Conference was held on April 23, 2015.
- Notice to Proceed was executed May 29, 2015 - the same day the USACE wetland permit was approved.
- Construction started June 1, 2015.

Construction Progress:

- The project was re-opened to through traffic on Friday, September 25th
- The final remaining punch list item of correcting the steep slope on the north side of the Excelsior Road on the first curve west of Broadmoor Drive was completed March 31, 2016.

Construction Progress Payments to the Contractor:

- Application for Payment No. 8 – Final is planned to be on the May 2016 Utilities Commission and City Council agendas for approval.
- Construction Completion:
- The contract final completion date is November 27, 2015.
- The plan is to close out the Anderson Brothers Construction contract in May 2016.

Project scope changes:

- There are no unapproved scope changes at this time.

Mr. Schultz requested the Cypress Trail be repaired by Anderson Brothers under the warranty period. Mr. Hedlund stated that Anderson Brothers Construction had previously agreed to the repair of the trail.

2015 EXCELSIOR ROAD IMPROVEMENTS PROJECT FINAL PAY ESTIMATE NO. 8

UTILITIES COMMISSION – 05/04/16

SEH Consulting Engineer Hedlund reviewed Final Pay Estimate No. 8 for the 2015 Excelsior Road Improvements Project with the commission. SEH Consulting Engineer had no concerns with Final Pay Estimate No. 8 and recommends approval.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Final Pay Estimate No.8 in the amount of \$23,617.53 for the 2015 Excelsior Road Improvements Project. Motion carried unanimously.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE AND PROJECT SCHEDULE

Feasibility Report

- A draft feasibility report was prepared and presented to the Utilities Commission on November 4, 2015.
- The draft feasibility report was updated after the Utilities Commission meeting and then presented to the City Council on November 17, 2015.
- A public information meeting was held December 2, 2015, 7:00 PM.
- The final feasibility report was approved by the City Council on January 5, 2016.
- The Improvement Hearing was held February 1, 2016.
- The City Council Ordered the Improvement (road only) on February 2, 2016.

Final Design

The topographic design survey and wetland delineation field work are complete.

- Additional survey was completed to assist with the drainage design.
- Additional survey and coordination was completed to assist the City complete necessary tree clearing adjacent to the Inglewood Drive wetland related to long eared bat avoidance and the pending wetland permit application.

A drainage analysis of the Fairview Road corridor has been completed.

- Infiltration testing is planned to be completed by Braun Intertec on March 28, 2016 to verify in place soils infiltration rates to finalize the gas station pond design.
 1. Multiple sizing options have been evaluated.
 2. The test results could affect easement acquisition needs.

Preliminary private utility design coordination meetings were held September 10 and December 22, 2015.

- A follow-up meeting with Crow Wing Power was held on January 15, 2016.

Design meetings with the gas station owners to discuss stormwater improvements occurred October 30, 2015 and January 11, 2016, with follow-up correspondence in March.

- The property owners are comfortable with the design.

It has been discovered that there have been past petroleum and fuel oil releases reported to the MPCA on the gas station and school properties respectively.

- The releases are being investigated further and construction contingencies planned.

Final construction plans are complete.

The Utilities Commission approved the plans at their March 16, 2016 meeting.

The City Council approved the plans at their April 5, 2016 meeting.

UTILITIES COMMISSION – 05/04/16

Permits

A wetland permit application for impacts on the north side of Fairview Road just west of Inglewood Drive was submitted to the US Army Corps of Engineers (USACE) on March 4, 2016 and will be on the Crow Wing County TEP agenda on April 5, 2016.

- The TEP approved the permit.
- Approval of the USACE permit is anticipated in June.

The necessary Mn/DOT right of way (ROW) permit has been secured.

Easements

Appraisals and Minimum Damage Acquisition (MDA) documents have been completed to determine the value of permanent and temporary easements needed from 25 parcels for the project.

- An offer letter for the gas station and adjacent commercial property were approved by the City Council on February 16, 2016 and mailed by SEH the next day.
- Offer letters for the remaining 23 parcels were approved by the City Council on March 3, 2016 and mailed by SEH the next day.

Easement agreements from 19 parcels have been secured to date.

Phone or in-person contact has been made with all but 2 parcels.

- A meeting was held with the property owner that spoke during the City Council open forum on March 15, 2016 and the easement has been secured.

Beyond the easements above, 2 additional easements combined with maintenance agreements are being negotiated with the school district to cover the existing storm ponds on the west and southeast sides of Baxter Elementary School property.

- The west pond is planned for cleaning with the 2016 Mill & Overlay Project and the southeast pond is planned to be cleaned with this project.

Bidding

Authorization by the City Council to advertise for bids is planned for April 5, 2016.

Bids are planned to be opened on May 3, 2016.

Assessment Hearing

The assessment hearing is planned for Thursday, June 2, 2016.

Construction

Construction is planned to start somewhere between mid-June and early July with completion by September 1, 2016.

Utility Relocation Work

Centerpoint Energy (gas) relocation/upgrade is planned to start the week of 4/25/16 with sewer service investigations (televising mains), with new pipe installation work starting in May.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT MONTHLY UPDATE

Work Progress – Second Update

UTILITIES COMMISSION – 05/04/16

At the April 5th City Council meeting, sewer condition and capacity evaluations completed for the City by Bolton & Menk, Inc. (BMI) were reviewed. These evaluations indicated the sewers to be acceptable for their intended purposes. As a result, the Council determined the rerouting of City storm sewers on the Mills Fleet Farm site was not necessary. Council directed staff to inform Mills of the proposed project and their determination regarding this matter. Council felt it necessary to provide Mills the opportunity to consider relocating these sewers at their cost should they wish to do so. Staff provided notice of this to Mills on April 7th and requested a response with two weeks. In addition, Council directed BMI to continue project and plan development without storm sewer rerouting as a part of the City project.

Widseth Smith Nolting & Associates, Inc. (WSN), Mills engineering consultant, and Mills representatives met with City and BMI staff on Friday, April 15th, to discuss storm sewer rerouting. Sewer inspection and sewer capacity study documents were provided to WSN after the meeting. At that meeting, Mills was given until April 29th to inform the City if they wished to relocate the City storm sewers from their site.

At the April 19th Council meeting BMI presented a Supplement to the 2015 WSN Feasibility Report for this proposed project. The Council accepted the Supplement and ordered an Improvement Hearing to be held on May 5th. The Public Information Meeting, normally provided for proposed projects, was determined to be unnecessary by Council due to compression of the project schedule. The following are highlights from the BMI 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

Publication of the hearing along with the mailing of notices was completed on Thursday, April 21st.

Project Schedule

The project has been delayed approximately four (4) weeks due to considering the possible relocation of the storm sewers on the Mill's site. However, the project is still on schedule for 2016 construction. A complete detailed schedule was included as a part of the Supplement to the Feasibility Report. The following is a summary of major activities proposed to move this project forward:

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

Completion Dates

The revised schedule attached allows for project completion during the first half of October. Further delays to the project will likely cause construction to be delayed to 2017. It is estimated that it will take approximately six (6) weeks time to construct this project.

Easements

No easements or right of way acquisition are anticipated for this project as it is currently proposed.

Costs

The City should be aware that the work associated with the possible sewer relocations has resulted in extra work and costs. The City Council was apprised of the estimated costs for this extra work, the sewer inspection costs, and the sewer capacity analysis costs at their meeting on March 3rd. An amendment to the agreement based on those discussions will be provided for approval in the near future.

Other work on the project will continue as agreed to according to the existing “Not to Exceed” contract.

2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECY MONTHLY UPDATE, PROJECT SCHEDULE AND MEMO

Summary of Work Completed Since Last Update

Braun completed the pavement coring study and submitted the final Pavement Evaluation Report on March 29, 2016.

The Feasibility Report was completed and accepted by the City Council on Tuesday, April 5, 2016.

The Improvement Hearing was held on Monday, April 18, 2016.

The City Council passed resolutions ordering the improvement and approving the plans and specifications on Tuesday, April 19, 2016.

The project is currently being advertised in the Brainerd Dispatch and QuestCDN.

Project Schedule

UTILITIES COMMISSION – 05/04/16

The project is on schedule. The bid opening will be held on Tuesday, May 17, 2016. The Council could award the project as soon as Tuesday, June 7, 2016.

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

Work Completed Since Last Update

A project kick off meeting and walkthrough of Dellwood Drive and Novotny Road was completed on Wednesday, April 12, 2016. Representatives from the City, WSN, RL Larson and Crow Wing County Highway Department were present. Items discussed included coordination with the County project and punch list review. A copy of the updated punch list is attached for your review.

The Contractor has been working on punch list items as weather allows. A meeting between the City, WSN, RL Larson and Tri City Paving was held on Tuesday, April 19, 2016 to discuss miscellaneous paving and warranty issues on Inglewood Drive.

Project Schedule

The Contractor will continue to work on punch list items and miscellaneous cleanup. Tri City will likely pave Dellwood Drive and complete warranty repair work after the miscellaneous concrete repairs are complete in mid-May.

Completion Dates

Per Change Order No. 2 Agreement, the revised substantial completion date is May 26, 2016 with a final completion date of June 9, 2016.

Easements

Two roadway easements remain to be signed (Tanner and Wicklund). A sketch and description to vacate a portion of the unused Dellwood Drive right-of-way adjacent to the Tanner property has been prepared and was forwarded to the City Attorney for review and preparation of the final documents.

Hilltop Trailer Sales easement is still being held up by the bank financing the property.

Engineering

A letter requesting additional engineering fees has been submitted to address changes in project scope. As we move forward with the project, we will continue to monitor the engineering budget and track costs associated with warranty items or other work that was not addressed in prior contracts.

WSN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE 2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT MEMO AND FEE AMENDMENT REQUEST

2015 Independence Road Improvements

UTILITIES COMMISSION – 05/04/16

WSN Consulting Engineer Welch reviewed the 2015 Independence Road Improvements Project fee amendment request for roadway re-design. Additional work was required to address roadway profile revisions requested by City staff. The requested change required re-design of the cul-de-sac and additional calculations for quantity determination and construction staking purposes. The revision required 12 hours of additional work.

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to recommend City Council approve the WSN Agreement for Professional Services Fee Amendment for 2015 Independence Road Improvements Project in the amount of \$994.00. Motion carried unanimously.

2015 Inglewood Drive Improvements

WSN Consulting Engineer Welch reviewed the 2015 Inglewood Drive Improvements Project fee amendment request for the following items:

Watermain Lowering

Requested Fee Amendment: \$880.00

The existing watermain crossing at the south end of Inglewood Drive was found to be shallow and in conflict with the proposed storm sewer. MnDOH requires an 18” vertical separation between the storm sewer and watermain. To achieve the required separation it was necessary to lower the watermain. In discussing the issue with City staff, it was determined the entire length of watermain under the roadway surface should be lowered/replaced because the existing pipe was CL 200 thin walled pipe. WSN provided additional construction observation services and updated the record drawings to reflect the change. This resulted in 9.5 hours of additional work.

Forcemain Extension

Requested Fee Amendment: \$1,063.00

The Lift Station 3 forcemain realignment was originally scheduled to be completed as part of the Lift Station 3 Re-Route project. A portion of the work included installation of a new forcemain across Fairview Road and Madeline Drive. Since the forcemain re-route project was delayed, City staff requested the forcemain be installed with this project. Additional work included design coordination with Bolton Menk, construction observation and record drawing preparation. The forcemain extension resulted in 10.5 hours of additional work.

Temporary Construction Easement

Requested Fee Amendment: \$278.00

An additional temporary construction easement was required to work on private property. The original plan included the removal of a concrete basketball court that was originally going to be sawed off and removed to the right-of-way line. After meeting with the property owner, it was determined the City would remove the entire court as part of the project. Additional work included preparing the easement sketch and description and obtaining the necessary signatures. The easement required 2.5 hours of additional work.

North Stormwater Pond Revision

Requested Fee Amendment: \$2,078.00

The north stormwater basin was revised during construction to include a 10’ wide trail/access road along the south side of the basin per City staff request. Additional work included revising the pond grading, adding the 10’ wide bituminous trail, revising the stormwater pond outlet and adding a pedestrian curb ramp at Inglewood Drive. The revisions required 21 hours of additional work as documented on the attached spreadsheet.

Roadway Profile Revision

Requested Fee Amendment: \$573.00

During construction, the Inglewood Drive roadway profile was adjusted through the vertical curve located just south of Cherrywood Drive at the request of City staff. The revision required 6 hours of additional work.

Culvert Extension and Easement

Requested Fee Amendment: \$673.00

The centerline culvert under Inglewood Drive was extended farther to the east to better fit the flattened inslope as requested by the property owner and City staff. Additional work included construction observation and easement preparation. The culvert extension required 6.5 hours of additional work.

MOTION by Commissioner Wolf, seconded by Commissioner Franzen to recommend City Council approve the WSN Agreement for Professional Services Fee Amendment for 2015 Inglewood Drive Improvements Project in the amount of \$5,545.00. Motion carried unanimously.

2015 Dellwood Drive and Novotny Road Improvements

WSN Consulting Engineer Welch reviewed the 2015 Dellwood Drive and Novotny Road Improvements Project fee amendment request for the following items:

Additional Sanitary Sewer and Water Services Requested Fee Amendment: \$1,058.00

During construction, six sanitary sewer and water services were added to the project at the request of property owners. The work required additional construction observation and record drawing efforts. The additional services resulted in 12 hours of additional work.

Fire Protection Line to Hilltop Trailer Sales

Requested Fee Amendment: \$400.00

During construction, a fire protection water line was added at the request of Hilltop Trailer Sales. The work required additional construction observation and record drawing efforts. The fire protection line required 4.5 hours of additional work.

Dellwood Drive Bypass Lane

Requested Fee Amendment: \$2,144.00

The addition of the bypass lane required re-design of the Dellwood Drive roadway profile and storm sewer system. At the request of the County, the entire centerline roadway profile was adjusted to direct as much stormwater as possible to the south, limiting the amount of stormwater

runoff to the north through the bypass lane. Additional work included revision of the centerline roadway profile from Whispering Woods Lane to Novotny Road, storm sewer adjustments and pipe resizing. The revisions required 22 hours of additional work to complete.

Audubon Way Watermain Extension Requested Fee Amendment: \$8,667.00

The Contractor experienced problems with trying to pressure test the directional drilled watermain between Novotny Road and Audubon Way. The pipe failed initial pressure tests which resulted in the Contractor attempting to isolate and locate a leak in the system. The Contractor spent considerable time digging up connections in hope of finding a leak in one of the watermain fittings. After no leak was found the Contractor installed a valve half way along the pipe and tested both ends. The leak was determined to be located between Hilltop Trailer Sales and Audubon Way. The Contractor hired a leak detection service to locate the leak but they were unsuccessful. The Contractor then hired a company to televise the pipe. Televising was also unsuccessful in locating the leak and the Contractor suspended efforts for the winter.

Early this spring the Contractor made a second attempt at televising the pipe. The second televising was successful and the leak was found under the wetland. After the leak was detected, WSN began the process of permitting the necessary repair efforts. A no net loss permit application was prepared and secured for the repair. The Contractor repaired the service and completed the necessary pressure and bacteria testing.

During this process, WSN expended considerable effort monitoring the Contractor's testing and exploratory efforts. WSN also completed additional work associated with wetland permitting and record drawing preparation. The total amount of additional time was 90 hours. Please note this does not include construction observation of the original installation of the directional drilled pipe which was included in the original not to exceed contract.

The commission held an extensive discussion on the Audubon Way water main leak. Consensus of the commission was to have staff consult City Attorney Person regarding the \$8,867.00 to see if any of this cost can be recovered.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council approve the WSN Agreement for Professional Services Fee Amendment for the 2015 Dellwood Drive and Novotny Road Improvements Project in the amount of \$12,269.00 and direct City Attorney to review the contract between the City and Contractor for possible collection of some or all of the \$8,557.00 engineering fees associated with the Audubon Way water main repairs. Motion carried unanimously.

2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT CHANGE ORDER NO. 3

WSN Consulting Engineer Welch reviewed Change Order No. 3 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project. The items relating to Change Order No. 3 are listed below:

UTILITIES COMMISSION – 05/04/16

**Independence Rd Additional Grading Requested Change in Contract Price:
\$12,790.00**

The Contractor is requesting a total of \$12,790.00 based on equipment time for the additional grading work on Independence Road. The additional grading work was directed by the Engineer following a request from City staff to change the roadway profile after the initial roadway grading work had been completed in accordance with the original plan.

The extra grading resulted in 1,135 CY of additional common excavation. The Contractor was paid for the additional common excavation on Pay Estimate 2 and 3 based at the unit bid price of \$10.00/CY or \$11,350.00. The difference between the contractor requested amount and the amount paid to date is \$1,440.00. Our notes indicate the Contractor was nearly complete with the roadway grading work then the change was requested. It is our determinate the Contractor did complete additional grading work because they had to prepare the site for final grading twice.

Engineer’s Recommendation Change in Contract Price: \$1,440.00

**Inglewood Drive Additional Grading Requested Change in Contract Price:
\$8,280.00**

The Contractor is requesting a total of \$8,280.00 based on equipment time for additional grading work on Inglewood Drive. The additional grading work was directed by the Engineer and City staff to create flatter slopes into the residential yards along the east side of Inglewood Drive. The plan called for a 3:1 slope in this area which is the minimum slope meeting State Aid standards. Residents and City staff were concerned with the ability to maintain/mow the 3:1 slope and requested a flatter 4:1 slope which is more typical of a residential ditch area.

The extra grading resulted in an estimated 320 CY of additional common borrow which has been added to the IRA and will be paid on the next pay estimate at the unit bid price of \$9.40/CY. This will result in a payment to the Contractor of \$3,008.00. The difference between the contractor requested amount and the amount paid with unit bid pricing is \$5,272.00. Our notes indicate the work was completed after the curb & gutter was in place. This resulted in the Contractor completing the work behind the curb with a skid steer and three laborers which resulted in increased costs.

Engineer’s Recommendation Change in Contract Price: \$5,272.00

**Work Around 6” Gas Main Requested Change in Contract Price:
\$1,350.00**

The Contractor is requesting a total of \$1,350.00 based on crew time for additional work required to lower a 6” gas main crossing at Fairview Road which was necessary to install the storm sewer along Inglewood Drive.

Weekly meeting minutes indicate CenterPoint Energy could not schedule relocation of the gas main prior to October due to work load issues. This forced RL Larson to lower the existing gas

line in order to continue working on the storm sewer installation. It is our recommendation the work was necessary to keep the project moving forward on schedule.

Engineer’s Recommendation **Change in Contract Price: \$1,350.00**

Inglewood Watermain Lowering **Requested Change in Contract Price: \$12,958.38**

The Contractor is requesting a total of \$12,958.38 for the watermain lowering on Inglewood Drive. The existing watermain crossing at the south end of Inglewood Drive was found to be shallow and in conflict with the proposed storm sewer. MnDOH requires an 18” vertical separation between the storm sewer and watermain. To achieve the required separation it was necessary to lower the watermain. In discussing the issue with City staff it was determined the entire length of watermain under the roadway surface should be lowered/replaced because the existing pipe is CL 200 thin walled pipe.

Our records confirm the amount of time claimed by the Contractor to complete the work. Costs include labor, equipment, materials and dewatering. A substantial portion of the cost was dewatering at \$5,000. It is our determination the Contractors itemized costs are appropriate for the amount of work complete.

Engineer’s Recommendation **Change in Contract Price: \$12,958.38**

Fairview Road Forcemain **Requested Change in Contract Price: \$9,753.87**

The Contractor is requesting a total of \$9,753.87 for the forcemain extension across Fairview Road. The lift station forcemain realignment work was originally scheduled to be completed prior to this project. A portion of the work included installing a new forcemain across Fairview Road and Madeline Drive. Since the forcemain re-route project was been delayed, City staff requested the forcemain be installed with this project. Additional work was undertaken including cutting in a wye and gate valve into the existing line and installing a gate valve and extending the forcemain approximately 20’ south of Fairview Road.

Our records confirm the amount of time claimed by the Contractor to complete the work. Costs include labor, equipment and materials. It is our determination the Contractor’s itemized costs are appropriate for the amount of work complete.

Engineer’s Recommendation **Change in Contract Price: \$9,753.87**

Based on our review of the Contractor submittals and available construction records and documentation, we have determined the Contractor is eligible to receive a change in contract price of \$30,774.25.

UTILITIES COMMISSION – 05/04/16

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the R. L. Larson Excavating Change Order No. 3 in the increased amount of \$30,774.25 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project. Motion carried unanimously.

2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 5

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 5 for the 2015 Dellwood Drive, Novotny Road, Inglewood Drive and Independence Road Improvements Project with the commission. WSN Consulting Engineer Welch had no concerns with Partial Pay Estimate No. 5 and recommends approval.

MOTION by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the R. L. Larson Excavating Partial Pay Estimate No. 5 in the amount of \$63,480.63 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project. Motion carried unanimously.

ISLE DRIVE OFFICE PARK 100-YEAR STORMWATER MANAGEMENT PLAN

WSN Consulting Engineer Welch reviewed the revised Isle Drive Office Park stormwater management plan.

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council approve the updated Isle Drive Office Park 100-Year Stormwater Management Plan. Motion carried unanimously.

LIFT STATION NO. 8 RECONSTRUCTION PROJECT MIONTHLY UPDATE

Summary of Work Completed Since Last Update

The Council awarded the project to DeChantal Excavating, Inc. on Tuesday, April 19, 2016. The Notice of Award was issued on Wednesday, April 20, 2016 and contract documents were sent to DeChantal Excavating, Inc. for review and signature.

Project Schedule

The Contractor has 15 days to return the signed contract documents and provide the necessary bonds and insurance certificate. WSN anticipates the contract documents will be signed and the Notice to Proceed will be issued the Week of May 2, 2016.

WSN will be discussing project schedule with Al DeChantal after the Notice to Proceed is issued. The Substantial Completion date for this project is August 12, 2016. WSN will request the work on Lift Station No. 8 be completed prior to the start of the 2016 Mill and Overlay Project to avoid marring the new roadway surface and anticipate the work will be completed in June or July.

WATER TREATMENT PLANT POLYMER PILOT TESTING MONTHLY REPORT

Polymer Study Progress Report

Polymer feed starting date

UTILITIES COMMISSION – 05/04/16

- Wednesday, April 20, 2016.

Polymer Feed Rate

- 0.25 ppm at about 1,500 gpm flow
- About 1.5 mL/min

Observations

- In the detention tank, small particles were present throughout water when looking down the tank with a flash light.
- At the filter inlet trough, the operators could see an improved clarity.

Filter Run

- Filter run time was extended by 3 hours with 0.25 ppm of polymer application

Next Step

On Monday, May 2, 2016, the polymer dosage will be increased to 0.5 ppm and the following data will be collected:

- Filter run time & headloss
- Turbidity of the detention basin effluent
- Sludge level in the detention basin
- The feed rate will be increased to 0.75 ppm if necessary after testing the 0.5 ppm feed rate. Bench scale tests showed that 0.75 ppm produced the best results.

MINNESOTA AVERAGE WATER COST PER GALLON

The average cost of water per gallon in Minnesota was submitted to the commission as information only.

FUTURE COUNTY HIGHWAY PROJECTS

The Crow Wing County future highway projects was submitted to the commission as information only.

LOCAL OPTION TRANSPORTATION FUNDING SOURCES FOR MINNESOTA COUNTIES

The local option transportation funding sources for Minnesota counties was submitted to the commission as information only.

2015 CONSUMER CONFIDENCE REPORT

The 2015 Consumer Confidence Report was submitted to the Commission as information only. The report is available to the public on the City's website and a copy has been sent to the Minnesota Department of Health.

ADJOURNMENT

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to adjourn the meeting at 7:30 p.m. Motion carried unanimously.

Approved by:

Rock Yliniemi
Chairman

Submitted by,

Mary Haugen
Administrative Assistant

**CONSTRUCTION COST SHARE AGREEMENT
WITH THE CITY OF BAXTER (CP 18-200-66) & (CP 230-200-66)
FOR THE BITUMINOUS SEAL COAT OF
ROADWAYS UNDER THE JURISDICTION OF CROW WING COUNTY,
CASS COUNTY, CITY OF BAXTER, CITY OF BREEZY POINT, CITY OF JENKINS,
JENKINS TOWNSHIP, AND OAK LAWN TOWNSHIP**

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

WITNESSETH

WHEREAS, the parties mutually agree that a bituminous seal coat desired by the City of Baxter to be applied to the roadways listed in Attachment C has the potential to result in overall costs savings when combined with the County Project to provide a bituminous seal coat to County roadways and other local agency roadways, and,

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

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

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of applying a bituminous seal coat to roadways under the jurisdiction of the various agencies listed in Attachment C, as described in the plans and specifications entitled BITUMINOUS SEAL COAT on file in the office of the Crow Wing County Highway Department (hereinafter referred to as the "Project").

II. Duties

A. Design and Construction

The County shall provide all design-engineering services for the Project unless otherwise stated in this agreement. The City shall provide all design-engineering services for the roads/trails listed in the Baxter section of Attachment C. The City shall also provide all construction-engineering services for the roads/trails identified in Attachment C. The County shall do the calling for all bids and the acceptance of all bid proposals. A three percent contract administration charge shall be applied to the City's final construction costs.

B. Inspection and Approval

The City shall provide construction inspection and staking for their own roadways. The County shall be responsible for final approval for acceptance of the work on the project as a whole as it is completed. The City shall notify the County of any concerns related to their roadways that arise during or after the completion of the Project. Approval of the completed construction by the County shall be final, binding and conclusive upon the City as to the satisfactory completion of the construction.

III. COSTS

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the estimated construction costs and shall be so referred to herein. Actual construction costs may vary and those will be the actual costs for which the relevant parties will be responsible.

B. The estimated construction cost of the Project is \$535,786.77. Participation in the construction costs is as follows:

1. The City shall pay one hundred percent (100%) of the cost of the bituminous seal coat items related to the roads identified as being under its jurisdiction, listed in Attachment C. The estimated cost to the City for these items is \$157,913.20. When adding the three percent contract administration of \$4,737.40, the total estimated cost to the City is \$162,650.60 as shown in Attachment D. It is understood that the City may add numerous roads to the contract once bids are received, which will impact the costs listed above.

2. The County shall pay for one hundred percent (100%) of the bituminous seal coat items related to the County roadways listed in Attachment A. The total estimated cost to the County for these items is \$166,729.86 as shown in Attachment B.

3. Under a separate agreement, other local agencies shall pay one hundred percent (100%) of the cost of the bituminous seal coat items related to the remaining roads listed in Attachment A. The estimated cost to the other local agencies for these items is \$211,143.71 as shown in Attachment B.

C. The total estimated cost to the City for the Project is \$162,650.60 as shown in Attachment D. This amount is only an estimate and the City agrees to pay its share of actual costs incurred by the County in fulfilling this agreement.

D. The City shall reimburse the County for its costs within 30 days of receipt of final project costs.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

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

VI. CONTRACTS AND PURCHASES

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

VII. ACCOUNTABILITY

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

VIII. TERMINATION

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

IX. NOTICE

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

X. INDEMNIFICATION

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

XI. ENTIRE AGREEMENT

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

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

COUNTY OF CROW WING

CITY OF BAXTER

By: _____
Robert Hall
Assistant County Engineer

By: _____
Darrel Olson, Mayor
Mayor

Dated: _____

Dated: _____

By: _____
Kelly Steele,
City Clerk/Assistant City Administrator

Dated: _____

Attachment A
 County Project 18-200-66
 Cost Share Agreement

**2016 SEAL COAT PROJECT
 PROJECT NO. CP 18-200-66
 CROW WING COUNTY, CASS COUNTY, CITY OF BREEZY POINT
 CITY OF JENKINS, JENKINS TOWNSHIP, OAK LAWN TOWNSHIP**

Crow Wing County

Roadways to receive bituminous seal coat:

CSAH 3(North) CSAH 3(South) CSAH 4

Cass County

Roadways to receive bituminous seal coat:

CSAH 1

City of Breezy Point

Roadways to receive bituminous seal coat:

5 th Street	Beverly Drive	Russ Court
East Street	Rolling Oak Trail	Mohican Circle
Eagle Lane	Sparrow Trail	Oriole Circle
Owl Circle	Canary Lane	Wren Drive
Robin Lane	Osceola Circle	

City of Jenkins

Roadways to receive bituminous seal coat:

Lilac Street

Jenkins Township

Roadways to receive bituminous seal coat:

Delta Bay Drive	Heath Drive	Long Farm Road
Pine Knolls Circle	South Upper Hay Lake	Upper Hay Access

Oak Lawn Township

Roadways to receive bituminous seal coat:

Woodrow Road	Red Pine Road	Two Mile Road
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ESTIMATED QUANTITIES										ENGINEERS ESTIMATE									
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	CROW WING COUNTY	CASS COUNTY	CITY OF BREEZY PT	CITY OF JENKINS	JENKINS TOWNSHIP	OAK LAWN TOWNSHIP	UNIT PRICE	CROWING COUNTY	CASS COUNTY	CITY OF BREEZY PT	CITY OF JENKINS	JENKINS TOWNSHIP	OAK LAWN TOWNSHIP	TOTAL COST		
2021.501	MOBILIZATION	LUMP SUM	1	0.45	0.07	0.20	0.02	0.12	0.14	\$ 9,175.00	\$ 4,128.75	\$ 642.25	\$ 1,835.00	\$ 183.50	\$ 1,101.00	\$ 1,284.50	\$ 9,175.00		
2355.502	BITUMINOUS MATERIAL FOR FOG SEAL	GALLON	11866	5.802	986	2,902	365	1,831	-	\$ 3.56	\$ 20,655.12	\$ 3,510.16	\$ 10,331.12	\$ 1,299.40	\$ 6,518.36	\$ -	\$ 42,314.16		
2356.505	BITUMINOUS MATERIAL FOR SEAL COAT	GALLON	75180	31352	4565	15479	1978	9767	12039	\$ 2.59	\$ 81,201.66	\$ 11,823.35	\$ 40,060.61	\$ 5,123.02	\$ 25,296.53	\$ 31,181.01	\$ 184,716.20		
2356.506	BITUMINOUS SEAL COAT (FA 2)	SQ YD	39831	-	-	-	-	-	39,831	\$ 0.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,123.11	\$ 18,123.11		
2356.506	BITUMINOUS SEAL COAT (FA 2 1/2)	SQ YD	195762	66689	14080	48372	6090	30521	0.14	\$ 0.46	\$ 43,998.05	\$ 6,406.40	\$ 22,009.26	\$ 2,770.95	\$ 13,887.08	\$ -	\$ 89,071.71		
2563.601	TRAFFIC CONTROL	LUMP SUM	1	0.45	0.07	0.20	0.02	0.12	0.14	\$ 9,500.00	\$ 4,275.00	\$ 665.00	\$ 1,900.00	\$ 190.00	\$ 1,140.00	\$ 1,330.00	\$ 9,500.00		
2580.603	INTERIM PAVEMENT MARKING	LIN FT	40462	32,264	7659	-	639	-	-	\$ 0.10	\$ 3,226.40	\$ 795.90	\$ -	\$ 63.90	\$ -	\$ -	\$ 4,046.20		
2582.501	PAVT WSSG PAINT	SQ FT	876	876	-	-	-	-	-	\$ 3.25	\$ 2,847.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,847.00		
2582.502	4" SOLID LINE PAINT	LIN FT	99298	82,373	12325	-	430	-	4,170	\$ 0.06	\$ 4,860.01	\$ 727.18	\$ -	\$ 25.37	\$ -	\$ 246.03	\$ 5,868.58		
2582.502	4" BROKEN LINE PAINT	LIN FT	7265	5103.00	510	-	522.00	-	1,130.00	\$ 0.06	\$ 301.08	\$ 30.09	\$ -	\$ 30.80	\$ -	\$ 66.67	\$ 428.64		
2582.502	8" DOTTED LINE PAINT	LIN FT	285	285	-	-	-	-	-	\$ 0.06	\$ 16.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16.82		
2582.502	4" DBLE SOLID LINE PAINT	LIN FT	16446	11296	2735	-	-	-	2415	\$ 0.11	\$ 1,219.87	\$ 295.38	\$ -	\$ -	\$ -	\$ 260.82	\$ 1,776.17		
TOTAL										\$ 166,729.86	\$ 24,855.71	\$ 76,165.99	\$ 9,686.94	\$ 47,942.95	\$ 52,492.14	\$ 377,873.66			
8% Design, Construction and Contract Administration										\$ 0.00	\$ 0.00	\$ 6,083.28	\$ 774.96	\$ 3,835.44	\$ 4,199.37	\$ 19,993.05			
Total										\$ 24,855.71	\$ 24,855.71	\$ 82,259.27	\$ 10,461.89	\$ 51,778.38	\$ 56,691.51	\$ 397,866.71			

Attachment C
County Project 230-200-66
Cost Share Agreement

**2016 SEAL COAT PROJECT
PROJECT NO. CP 230-200-66
CITY OF BAXTER**

City of Baxter

Roadways to receive bituminous seal coat:

Afton Road	Atwater Road	Austin Road
Firewood Drive	Franklin Drive	Ginko Drive
Grand Oaks Drive	Green Briar Drive	Hemlock Drive
Holly Drive	Inglewood Drive	Jewelwood Drive
Kirkwood Drive	Kirkwood Lane	Lynwood Drive
White Pine Drive	Woida Road	

Trails to receive bituminous seal coat:

North side of Cedar Scenic Road
North Side of Clearwater Road

Attachment D
 County Project 320-200-66
 Cost Share Agreement

ESTIMATED QUANTITIES					CITY OF BAXTER	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST	
2021.501	MOBILIZATION	LUMP SUM	1	\$4,000.00	\$4,000.00	
2355.502	BITUMINOUS MATERIAL FOR FOG SEAL (STREET)	GALLON	5,483.00	\$4.32	\$23,686.56	
2355.502	BITUMINOUS MATERIAL FOR FOG SEAL (TRAIL)	GALLON	499	\$4.32	\$2,155.68	
2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (STREET)	GALLON	30,155.00	\$2.27	\$68,451.85	
2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (TRAIL)	GALLON	2,494.00	\$2.27	\$5,661.38	
2356.506	BITUMINOUS SEAL COAT FA-1 (CLASS A, GREY COLO	SQ YD	12,469.00	\$0.43	\$5,361.67	
2356.506	BITUMINOUS SEAL COAT FA-2 1/2 (CLASS A, GREY CO	SQ YD	91,380.00	\$0.44	\$40,207.20	
2356.601	PRE-APPLICATION OF BITUMINOUS	LUMP SUM	1	\$2,000.00	\$2,000.00	
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$400.00	\$400.00	
2582.501	PAVEMENT MESSAGE (PAINT) (P)	EACH	2	\$100.00	\$200.00	
2582.502	4" SOLID LINE WHITE-PAINT (P)	LIN FT	6,503.00	\$0.07	\$455.21	
2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT (P)	LIN FT	17,212.00	\$0.14	\$2,409.68	
2582.502	4" SOLID LINE YELLOW-PAINT (P)	LIN FT	300	\$0.07	\$21.00	
2582.502	4" BROKEN LINE YELLOW-PAINT (P)	LIN FT	3,450.00	\$0.07	\$241.50	
2582.502	4" BROKEN LINE WHITE-PAINT (P)	LIN FT	971	\$0.07	\$67.97	
2582.502	8" SOLID LINE WHITE - PAINT (CROSSWALK) (P)	LIN FT	10,374.00	\$0.25	\$2,593.50	
				TOTAL	\$157,913.20	

3% Contract Administration	\$4,737.40
Total	\$162,650.60

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 8 (FINAL)

PROJECT NO. BAXTE 128763
CITY NO. 4108
SAP NO. 230-106-002
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO. OF BRAINERD, LLC

CONTRACTOR FOR: 2015 EXCELSIOR ROAD IMPROVEMENTS
AGREEMENT DATE: 4/7/2015
FOR WORK ACCOMPLISHED THROUGH: 3/31/2016

ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1-	2021.501	MOBILIZATION	LUMP SUM	\$80,000.00	1.00	\$80,000.00		\$0.00	1.00	\$80,000.00
2	2101.501	CLEARING	ACRE	\$5,500.00	0.56	\$3,080.00		\$0.00	0.56	\$3,080.00
3	2101.502	CLEARING	TREE	\$315.00	3.00	\$945.00		\$0.00	7.00	\$2,205.00
4	2101.506	GRUBBING	ACRE	\$5,500.00	0.56	\$3,080.00		\$0.00	0.56	\$3,080.00
5	2101.507	GRUBBING	TREE	\$105.00	3.00	\$315.00		\$0.00	7.00	\$735.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$17.00	2,413.00	\$41,021.00		\$0.00	2,475.00	\$42,075.00
7	2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$27.50	57.00	\$1,567.50		\$0.00	57.00	\$1,567.50
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$2.10	2,462.00	\$5,170.20		\$0.00	2,145.50	\$4,505.55
9	2104.501	REMOVE GUARDRAIL	LIN FT	\$6.30	590.00	\$3,717.00		\$0.00	583.00	\$3,672.90
10	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.05	16,817.00	\$17,657.85		\$0.00	18,068.30	\$18,971.72
11	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$8.50	69.00	\$586.50		\$0.00	129.20	\$1,098.20
12	2104.509	REMOVE WOOD POST	EACH	\$23.20	59.00	\$1,368.80		\$0.00	59.00	\$1,368.80
13	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$475.00	17.00	\$8,075.00		\$0.00	16.00	\$7,600.00
14	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$4.75	441.00	\$2,094.75		\$0.00	31.00	\$147.25
15	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.05	604.00	\$1,238.20		\$0.00	687.00	\$1,408.35
16	2104.521	SALVAGE CHAIN LINK FENCE	LIN FT	\$10.55	50.00	\$527.50		\$0.00	42.00	\$443.10
17	2104.521	SALVAGE WOOD FENCE	LIN FT	\$10.55	60.00	\$633.00		\$0.00	60.00	\$633.00
18	2104.521	SALVAGE CONCRETE BOX CULVERT	LIN FT	\$125.00	152.00	\$19,000.00		\$0.00	152.00	\$19,000.00
19	2104.521	SALVAGE PIPE SEWER (STORM)	LIN FT	\$18.50	170.00	\$3,145.00		\$0.00	167.00	\$3,089.50
20	2104.523	SALVAGE CONCRETE BOX CULVERT END SECTION	EACH	\$1,250.00	2.00	\$2,500.00		\$0.00	2.00	\$2,500.00
21	2104.523	SALVAGE CASTING	EACH	\$160.00	4.00	\$640.00		\$0.00	0.00	\$0.00
22	2104.523	SALVAGE DRAINAGE STRUCTURE	EACH	\$195.00	4.00	\$780.00		\$0.00	4.00	\$780.00
23	2104.523	SALVAGE PIPE APRON	EACH	\$450.00	1.00	\$450.00		\$0.00	0.00	\$0.00
24	2104.523	SALVAGE COMMERCIAL SIGN	EACH	\$105.00	1.00	\$105.00		\$0.00	1.00	\$105.00
25	2104.523	SALVAGE SIGN TYPE C	EACH	\$26.50	37.00	\$980.50		\$0.00	29.00	\$768.50
26	2104.523	SALVAGE SIGN SPECIAL	EACH	\$26.50	6.00	\$159.00		\$0.00	0.00	\$0.00
27	2104.603	ABANDON STORM SEWER	LIN FT	\$60.00	20.00	\$1,200.00		\$0.00	20.00	\$1,200.00
28	2104.607	SALVAGE RANDOM RIPRAP	CU YD	\$52.75	195.00	\$10,286.25		\$0.00	177.00	\$9,336.75
29	2104.618	SALVAGE BLOCK RETAINING WALL	SQ FT	\$3.20	250.00	\$800.00		\$0.00	250.00	\$800.00
30	2105.501	COMMON EXCAVATION (P)	CU YD	\$8.20	6,362.00	\$52,168.40		\$0.00	6,362.00	\$52,168.40
31	2105.507	SUBGRADE EXCAVATION	CU YD	\$9.75	13,906.00	\$135,583.50		\$0.00	6,981.80	\$68,072.55
32	2105.511	CHANNEL AND POND EXCAVATION	CU YD	\$10.75	4,773.00	\$51,309.75		\$0.00	4,773.00	\$51,309.75
33	2105.522	SELECT GRANULAR BORROW (LV)	CU YD	\$14.00	9,609.00	\$134,526.00		\$0.00	1,548.00	\$21,672.00
34	2105.601	DEWATERING	LUMP SUM	\$160,000.00	1.00	\$160,000.00		\$0.00	1.00	\$160,000.00
35	2105.602	EXCAVATION SPECIAL (SUBGRADE POTHOLE)	EACH	\$800.00	7.00	\$5,600.00		\$0.00	6.00	\$4,800.00
36	2105.607	EXCAVATION SPECIAL (EAST POND)	CU YD	\$22.50	3,020.00	\$67,950.00		\$0.00	3,153.09	\$70,944.53
37	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$125.00	15.00	\$1,875.00		\$0.00	23.50	\$2,937.50
38	2130.501	WATER	M GAL	\$50.00	500.00	\$25,000.00		\$0.00	111.50	\$5,575.00

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 8 (FINAL)

PROJECT NO. BAXTE 128763
CITY NO. 4108
SAP NO. 230-106-002
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO. OF BRAINERD, LLC

CONTRACTOR FOR: 2015 EXCELSIOR ROAD
IMPROVEMENTS
AGREEMENT DATE: 4/7/2015
FOR WORK ACCOMPLISHED THROUGH: 3/31/2016

ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
39	2211.503	AGGREGATE BASE, CLASS 6 (CV) (P)	CU YD	\$23.50	4,036.00	\$94,846.00		\$0.00	4,036.00	\$94,846.00
40	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.50	3,291.00	\$4,936.50		\$0.00	3,243.00	\$4,864.50
41	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	\$2.50	2,192.00	\$5,480.00		\$0.00	1,672.00	\$4,180.00
42	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,C) TRAIL	TON	\$85.00	266.00	\$22,610.00		\$0.00	237.69	\$20,203.65
43	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$69.00	5,512.00	\$380,328.00		\$0.00	5,143.31	\$354,888.39
44	2360.502	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON	\$52.00	2,504.00	\$130,208.00		\$0.00	2,390.44	\$124,302.88
45	2411.521	GRANULAR BACKFILL (LV)	CU YD	\$9.50	5,309.00	\$50,435.50		\$0.00	0.00	\$0.00
46	2501.515	12" RC PIPE APRON	EACH	\$515.00	4.00	\$2,060.00		\$0.00	4.00	\$2,060.00
47	2501.515	15" RC PIPE APRON	EACH	\$535.00	3.00	\$1,605.00		\$0.00	4.00	\$2,140.00
48	2501.515	18" RC PIPE APRON	EACH	\$560.00	1.00	\$560.00		\$0.00	1.00	\$560.00
49	2501.515	24" RC PIPE APRON	EACH	\$686.00	1.00	\$686.00		\$0.00	1.00	\$686.00
50	2501.515	27" RC PIPE APRON	EACH	\$890.00	1.00	\$890.00		\$0.00	1.00	\$890.00
51	2501.515	36" RC PIPE APRON	EACH	\$1,400.00	1.00	\$1,400.00		\$0.00	2.00	\$2,800.00
52	2501.515	48" RC PIPE APRON	EACH	\$1,850.00	1.00	\$1,850.00		\$0.00	1.00	\$1,850.00
53	2501.521	22" SPAN RC PIPE-ARCH CULV IIA	LIN FT	\$55.50	159.00	\$8,824.50		\$0.00	159.00	\$8,824.50
54	2501.571	INSTALL CONCRETE BOX CULVERT	LIN FT	\$265.00	152.00	\$40,280.00		\$0.00	152.00	\$40,280.00
55	2501.573	INSTALL CONCRETE BOX CULVERT END SECTION	EACH	\$4,220.00	2.00	\$8,440.00		\$0.00	2.00	\$8,440.00
56	2501.573	INSTALL CONCRETE APRON	EACH	\$815.00	1.00	\$815.00		\$0.00	0.00	\$0.00
57	2501.602	TRASH GUARD FOR 12" PIPE APRON	EACH	\$300.00	4.00	\$1,200.00		\$0.00	4.00	\$1,200.00
58	2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	\$350.00	3.00	\$1,050.00		\$0.00	4.00	\$1,400.00
59	2501.602	TRASH GUARD FOR 18" PIPE APRON	EACH	\$375.00	1.00	\$375.00		\$0.00	1.00	\$375.00
60	2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	\$750.00	1.00	\$750.00		\$0.00	1.00	\$750.00
61	2501.602	TRASH GUARD FOR 27" PIPE APRON	EACH	\$815.00	1.00	\$815.00		\$0.00	1.00	\$815.00
62	2501.602	TRASH GUARD FOR 36" PIPE APRON	EACH	\$1,200.00	1.00	\$1,200.00		\$0.00	2.00	\$2,400.00
63	2501.602	TRASH GUARD FOR 48" PIPE APRON	EACH	\$1,750.00	1.00	\$1,750.00		\$0.00	1.00	\$1,750.00
64	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	\$31.00	513.00	\$15,903.00		\$0.00	539.00	\$16,709.00
65	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$32.50	636.00	\$20,670.00		\$0.00	781.00	\$25,382.50
66	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	\$37.75	1,849.00	\$69,799.75		\$0.00	1,854.00	\$69,988.50
67	2503.541	24" RC PIPE SEWER DES 3006 CL IV	LIN FT	\$47.25	50.00	\$2,362.50		\$0.00	44.00	\$2,079.00
68	2503.541	27" RC PIPE SEWER DES 3006 CL III	LIN FT	\$54.50	28.00	\$1,526.00		\$0.00	28.00	\$1,526.00
69	2503.541	30" RC PIPE SEWER DES 3006 CL III	LIN FT	\$58.25	46.00	\$2,679.50		\$0.00	46.00	\$2,679.50
70	2503.541	36" RC PIPE SEWER DES 3006 CL IV	LIN FT	\$81.00	282.00	\$22,842.00		\$0.00	398.00	\$32,238.00
71	2503.541	48" RC PIPE SEWER DES 3006 CL IV	LIN FT	\$125.00	158.00	\$19,750.00		\$0.00	174.00	\$21,750.00
72	2503.571	INSTALL PIPE SEWER	LIN FT	\$23.25	156.00	\$3,627.00		\$0.00	128.00	\$2,976.00
73	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$745.00	2.00	\$1,490.00		\$0.00	2.00	\$1,490.00
74	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$875.00	5.00	\$4,375.00		\$0.00	8.00	\$7,000.00
75	2503.603	12" PVC SANITARY SEWER PIPE	LIN FT	\$68.00	64.00	\$4,352.00		\$0.00	44.00	\$2,992.00

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76	2503.603	CLEAN & VIDEO TAPE PIPE SEWER	LIN FT	\$16.00	64.00	\$1,024.00		\$0.00	0.00	\$0.00
77	2503.603	BYPASS PUMPING	LUMP SUM	\$9,750.00	1.00	\$9,750.00		\$0.00	1.00	\$9,750.00
78	2504.601	LOWER WATER MAIN	LUMP SUM	\$8,500.00	1.00	\$8,500.00		\$0.00	1.50	\$12,750.00
79	2504.602	ADJUST VALVE BOX	EACH	\$370.00	18.00	\$6,660.00		\$0.00	21.00	\$7,770.00
80	2504.603	HYDRANT RISER	LIN FT	\$1,350.00	0.50	\$675.00		\$0.00	0.50	\$675.00
81	2504.604	3" INSULATION	SQ YD	\$24.50	120.00	\$2,940.00		\$0.00	124.10	\$3,040.45
82	2506.501	CONSTRUCT DRAINAGE STRUCTURE DES 4007	LIN FT	\$205.00	28.08	\$5,756.40		\$0.00	28.38	\$5,817.90
83	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES SPECIAL	EACH	\$5,000.00	2.00	\$10,000.00		\$0.00	2.00	\$10,000.00
84	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES H	EACH	\$950.00	8.00	\$7,600.00		\$0.00	8.00	\$7,600.00
85	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	\$1,750.00	19.00	\$33,250.00		\$0.00	19.00	\$33,250.00
86	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	EACH	\$2,400.00	5.00	\$12,000.00		\$0.00	4.00	\$9,600.00
87	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 72-4020	EACH	\$3,100.00	2.00	\$6,200.00		\$0.00	2.00	\$6,200.00
88	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 84-4020	EACH	\$4,700.00	2.00	\$9,400.00		\$0.00	3.00	\$14,100.00
89	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 96-4020	EACH	\$6,100.00	3.00	\$18,300.00		\$0.00	3.00	\$18,300.00
90	2506.516	CASTING ASSEMBLY	EACH	\$800.00	41.00	\$32,800.00		\$0.00	53.00	\$42,400.00
91	2506.521	INSTALL CASTING	EACH	\$525.00	4.00	\$2,100.00		\$0.00	0.00	\$0.00
92	2506.521	INSTALL DRAINAGE STRUCTURE	EACH	\$1,600.00	4.00	\$6,400.00		\$0.00	4.00	\$6,400.00
93	2506.602	ADJUST FRAME MANHOLE CASTING	EACH	\$525.00	17.00	\$8,925.00		\$0.00	22.00	\$11,550.00
94	2506.602	ADJUST FRAME & RING CASTING	EACH	\$525.00	5.00	\$2,625.00		\$0.00	2.00	\$1,050.00
95	2506.602	RECONSTRUCT MANHOLE INVERT	EACH	\$1,000.00	1.00	\$1,000.00		\$0.00	1.00	\$1,000.00
96	2511.501	RANDOM RIP RAP CLASS III	CU YD	\$110.00	107.00	\$11,770.00		\$0.00	177.43	\$19,517.30
97	2511.607	INSTALL RIPRAP	CU YD	\$52.75	195.00	\$10,286.25		\$0.00	147.00	\$7,754.25
98	2521.501	6" CONCRETE WALK	SQ FT	\$6.50	2,569.00	\$16,698.50		\$0.00	2,751.00	\$17,881.50
99	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$21.10	22.00	\$464.20		\$0.00	23.00	\$485.30
100	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$21.10	220.00	\$4,642.00		\$0.00	193.50	\$4,082.85
101	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$13.75	2,880.00	\$39,600.00		\$0.00	3,209.00	\$44,123.75
102	2531.618	TRUNCATED DOMES	SQ FT	\$31.75	217.00	\$6,889.75		\$0.00	116.00	\$3,683.00
103	2540.602	BOLLARD	EACH	\$1,055.00	1.00	\$1,055.00		\$0.00	1.00	\$1,055.00
104	2540.618	INSTALL BLOCK RETAINING WALL	SQ FT	\$10.55	250.00	\$2,637.50		\$0.00	0.00	\$0.00
105	2545.511	LIGHTING UNIT TYPE SPECIAL	EACH	\$4,400.00	18.00	\$79,200.00		\$0.00	18.00	\$79,200.00
106	2545.515	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	\$800.00	18.00	\$14,400.00		\$0.00	18.00	\$14,400.00
107	2545.523	2" NON-METALLIC CONDUIT	LIN FT	\$5.00	3,475.00	\$17,375.00		\$0.00	3,950.00	\$19,750.00
108	2545.523	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	\$16.00	275.00	\$4,400.00		\$0.00	773.00	\$12,368.00
109	2545.531	UNDERGROUND WIRE 1 COND NO 4	LIN FT	\$1.45	12,300.00	\$17,835.00		\$0.00	11,181.00	\$16,212.45
110	2545.531	UNDERGROUND WIRE 1 COND NO 6	LIN FT	\$1.00	12,300.00	\$12,300.00		\$0.00	10,262.00	\$10,262.00
111	2545.531	UNDERGROUND WIRE 1 COND NO 12	LIN FT	\$0.55	3,800.00	\$2,090.00		\$0.00	2,910.00	\$1,600.50
112	2545.541	SERVICE CABINET	EACH	\$6,300.00	1.00	\$6,300.00		\$0.00	1.00	\$6,300.00
113	2545.544	SERVICE EQUIPMENT	EACH	\$1,600.00	1.00	\$1,600.00		\$0.00	1.00	\$1,600.00

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114	2545.545	EQUIPMENT PAD	EACH	\$700.00	1.00	\$700.00		\$0.00	1.00	\$700.00
115	2545.553	HANDHOLE	EACH	\$588.00	1.00	\$588.00		\$0.00	1.00	\$588.00
116	2557.603	INSTALL CHAIN LINK FENCE	LIN FT	\$10.55	38.00	\$400.90		\$0.00	22.00	\$232.10
117	2557.603	INSTALL WOOD FENCE	LIN FT	\$21.10	60.00	\$1,266.00		\$0.00	60.00	\$1,266.00
118	2563.601	TRAFFIC CONTROL	LUMP SUM	\$3,375.00	1.00	\$3,375.00		\$0.00	1.00	\$3,375.00
119	2563.601	DETOUR SIGNING	LUMP SUM	\$1,500.00	1.00	\$1,500.00		\$0.00	1.00	\$1,500.00
120	2564.531	SIGN PANELS TYPE C	SQ FT	\$42.00	226.00	\$9,492.00		\$0.00	379.25	\$15,928.50
121	2564.537	INSTALL SPECIAL SIGN	EACH	\$525.00	1.00	\$525.00		\$0.00	1.00	\$525.00
122	2564.537	INSTALL SIGN TYPE C	EACH	\$160.00	3.00	\$480.00		\$0.00	4.00	\$640.00
123	2564.537	INSTALL SIGN SPECIAL	EACH	\$160.00	6.00	\$960.00		\$0.00	0.00	\$0.00
124	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	\$21,000.00	1.00	\$21,000.00		\$0.00	1.00	\$21,000.00
125	2565.616	REVISE FLASHER SYSTEM	SYS	\$3,700.00	1.00	\$3,700.00		\$0.00	1.00	\$3,700.00
126	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.10	4,475.00	\$9,397.50		\$0.00	5,227.00	\$10,976.70
127	2573.505	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	\$21.05	90.00	\$1,894.50		\$0.00	30.00	\$631.50
128	2573.515	TEMPORARY DITCH CHECK TYPE 3	LIN FT	\$5.25	60.00	\$315.00		\$0.00	0.00	\$0.00
129	2573.53	STORM DRAIN INLET PROTECTION	EACH	\$160.00	50.00	\$8,000.00		\$0.00	58.00	\$9,280.00
130	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	\$685.00	11.00	\$7,535.00		\$0.00	0.00	\$0.00
131	2574.508	FERTILIZER TYPE 3	POUND	\$0.65	1,434.00	\$932.10		\$0.00	1,675.00	\$1,088.75
132	2574.525	COMMON TOPSOIL BORROW (LV)	CU YD	\$27.00	3,390.00	\$91,530.00	40.00	\$1,080.00	2,239.00	\$60,453.00
133	2575.501	SEEDING	ACRE	\$800.00	4.07	\$3,256.00	0.05	\$40.00	4.81	\$3,848.00
134	2575.501	SEEDING (TEMPORARY)	ACRE	\$52.75	4.47	\$235.79		\$0.00	0.00	\$0.00
135	2575.502	SEED MIXTURE 22-111	POUND	\$3.25	271.00	\$880.75		\$0.00	420.00	\$1,365.00
136	2575.502	SEED MIXTURE 25-141	POUND	\$3.50	298.00	\$1,043.00	6.00	\$21.00	406.00	\$1,421.00
137	2575.502	SEED MIXTURE 25-151	POUND	\$2.95	87.00	\$256.65		\$0.00	100.00	\$295.00
138	2575.502	SEED MIXTURE 33-361	POUND	\$35.00	128.00	\$4,480.00		\$0.00	70.00	\$2,450.00
139	2575.502	SEED MIXTURE 34-181	POUND	\$375.00	3.00	\$1,125.00		\$0.00	3.00	\$1,125.00
140	2575.505	SODDING TYPE LAWN	SQ YD	\$8.25	2,167.00	\$17,877.75		\$0.00	2,760.00	\$22,770.00
141	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ YD	\$2.50	17,732.00	\$44,330.00	233.00	\$582.50	6,241.00	\$15,602.50
142	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.00	15,890.00	\$15,890.00		\$0.00	28,940.00	\$28,940.00
143	2582.501	PAVT MSSG (LT ARROW) EPOXY (SEE CHANGE ORDER NO. 1)	EACH	\$130.00	21.00	\$2,730.00		\$0.00	0.00	\$0.00
144	2582.501	PAVT MSSG (RT ARROW) EPOXY (SEE CHANGE ORDER NO. 1)	EACH	\$130.00	8.00	\$1,040.00		\$0.00	0.00	\$0.00
145	2582.501	PAVT MSSG (THRU ARROW) EPOXY (SEE CHANGE ORDER NO. 1)	EACH	\$130.00	1.00	\$130.00		\$0.00	0.00	\$0.00
146	2582.502	4" SOLID LINE WHITE-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$0.27	6,265.00	\$1,691.55		\$0.00	0.00	\$0.00
147	2582.502	4" SOLID LINE YELLOW-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$0.30	2,910.00	\$873.00		\$0.00	0.00	\$0.00
148	2582.502	4" BROKEN LINE YELLOW-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$0.30	600.00	\$180.00		\$0.00	0.00	\$0.00

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149	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$0.60	3,950.00	\$2,370.00		\$0.00	0.00	\$0.00
150	2582.502	8" SOLID LINE WHITE-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$3.70	270.00	\$999.00		\$0.00	0.00	\$0.00
151	2582.502	24" SOLID LINE WHITE-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$7.50	32.00	\$240.00		\$0.00	0.00	\$0.00
152	2582.502	24" SOLID LINE YELLOW-EPOXY (SEE CHANGE ORDER NO. 1)	LIN FT	\$6.00	57.00	\$342.00		\$0.00	0.00	\$0.00
TOTAL ITEMS BID						\$2,476,917.04		\$1,723.50		\$2,186,197.56
CHANGE ORDER NO. 1										
143A	2582.501	PAVT MSSG (LT ARROW) EPOXY	EACH	\$130.00	(21.00)	(\$2,730.00)		\$0.00	0.00	\$0.00
144A	2582.501	PAVT MSSG (RT ARROW) EPOXY	EACH	\$130.00	(8.00)	(\$1,040.00)		\$0.00	0.00	\$0.00
145A	2582.501	PAVT MSSG (THRU ARROW) EPOXY	EACH	\$130.00	(1.00)	(\$130.00)		\$0.00	0.00	\$0.00
146A	2582.502	4" SOLID LINE WHITE-EPOXY	LIN FT	\$0.27	(6,265.00)	(\$1,691.55)		\$0.00	0.00	\$0.00
147A	2582.502	4" SOLID LINE YELLOW-EPOXY	LIN FT	\$0.30	(2,910.00)	(\$873.00)		\$0.00	0.00	\$0.00
148A	2582.502	4" BROKEN LINE YELLOW-EPOXY	LIN FT	\$0.30	(600.00)	(\$180.00)		\$0.00	0.00	\$0.00
149A	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	\$0.60	(3,950.00)	(\$2,370.00)		\$0.00	0.00	\$0.00
150A	2582.502	8" SOLID LINE WHITE-EPOXY	LIN FT	\$3.70	(270.00)	(\$999.00)		\$0.00	0.00	\$0.00
151A	2582.502	24" SOLID LINE WHITE-EPOXY	LIN FT	\$7.50	(32.00)	(\$240.00)		\$0.00	0.00	\$0.00
152A	2582.502	24" SOLID LINE YELLOW-EPOXY	LIN FT	\$6.00	(57.00)	(\$342.00)		\$0.00	0.00	\$0.00
153	2582.501	PAVEMENT MESS (LEFT ARROW) - PAINT	EACH	\$82.50	21.00	\$1,732.50		\$0.00	35.00	\$2,887.50
154	2582.501	PAVEMENT MESS (RIGHT ARROW) - PAINT	EACH	\$82.50	8.00	\$660.00		\$0.00	10.00	\$825.00
155	2582.501	PAVEMENT MESS (THRU ARROW) - PAINT	EACH	\$82.50	1.00	\$82.50		\$0.00	0.00	\$0.00
156	2582.502	4" SOLID LINE WHITE - PAINT	LINI FT	\$0.17	6,265.00	\$1,065.05		\$0.00	7,025.00	\$1,194.25
157	2582.502	4" SOLID LINE YELLOW - PAINT	LINI FT	\$0.17	2,910.00	\$494.70		\$0.00	3,606.00	\$613.02
158	2582.502	4" BROKEN LINE YELLOW - PAINT	LINI FT	\$0.17	600.00	\$102.00		\$0.00	1,121.00	\$190.57
159	2582.502	4" DOUBLE LINE YELLOW - PAINT	LINI FT	\$0.33	3,950.00	\$1,303.50		\$0.00	1,920.00	\$633.60
160	2582.502	8" SOLID LINE WHITE - PAINT	LINI FT	\$2.42	270.00	\$653.40		\$0.00	271.00	\$655.82
161	2582.502	24" SOLID LINE WHITE - PAINT	LINI FT	\$3.85	32.00	\$123.20		\$0.00	43.00	\$165.55
162	2582.502	24" SOLID LINE YELLOW - PAINT	LINI FT	\$3.52	57.00	\$200.64		\$0.00	0.00	\$0.00
163	2360.502	DEDUCT TO ALLOW RAP IN WEARING COURSE MIXTURE	TON	\$5.00	(8,016.00)	(\$40,080.00)		\$0.00	(5,381.00)	(\$26,905.00)
164	2573.521	SEDIMENT REMOVAL (VACUUM TRUCK)	LUMP SUM	\$1,484.38	1.00	\$1,484.38		\$0.00	1.00	\$1,484.38
165		WASHING SALVAGED RIP RAP	LUMP SUM	\$1,718.94	1.00	\$1,718.94		\$0.00	1.00	\$1,718.94
TOTAL CHANGE ORDER NO. 1						(\$41,054.74)		\$0.00		(\$16,536.37)
CHANGE ORDER NO. 2										
166		TIED CONCRETE BLOCK MAT (FLEXAMAT)	SF	\$21.72	720.00	\$15,638.40		\$0.00	900.00	\$19,548.00
167		CONCRETE J-BARRIER	LF	\$22.00	96.00	\$2,112.00		\$0.00	96.00	\$2,112.00
168		TOPSOIL 25% MATERIAL COST DEDUCT	CY	(\$1.69)	3,390.00	(\$5,729.10)		\$0.00	2,199.00	(\$3,716.31)
TOTAL CHANGE ORDER NO. 2						\$12,021.30		\$0.00		\$17,943.69

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					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
CHANGE ORDER NO. 4										
169		REPAIR IRRIGATION SYSTEM AT TRAILS HEAD BUSINESS CENTER	LUMP SUM	\$2,503.60	1.00	\$2,503.60		\$0.00	1.00	\$2,503.60
170		REPAIR IRRIGATION SYSTEM AT MANN LAKES 12 THEATRE	LUMP SUM	\$1,936.00	1.00	\$1,936.00		\$0.00	1.00	\$1,936.00
171		PAVEMENT MARKING REMOVAL	LIN FT	\$2.00	531.00	\$1,062.00		\$0.00	531.00	\$1,062.00
172		RELOCATE EXISTING PEDESTRIAN FLASHER BASES BY FLEET FARM	LUMP SUM	\$2,961.13	1.00	\$2,961.13		\$0.00	1.00	\$2,961.13
TOTAL CHANGE ORDER NO. 4						\$8,462.73		\$0.00		\$8,462.73
MATERIAL STORED ON SITE										
		SEED MIXTURES (AGASSIZ SEED & SUPPLY)	LUMP SUM	\$2,698.63				\$0.00	0.00	\$0.00
BACKSHEET ADJUSTMENT NO. 1										
		UNRESOLVED REPAIRS TO PAUL BUNYAN STATE TRAIL BRIDGE NO. 18529 DAMAGED BY CONTRACTOR ON 06/24/15	LUMP SUM	(\$25,000.00)				\$0.00	0.00	\$0.00
BACKSHEET ADJUSTMENT NO. 2										
		BITUMINOUS DENSITY DISINCENTIVE	LUMP SUM	(\$4,941.22)				\$0.00	1.00	(\$4,941.22)
SUMMARY										
TOTAL ITEMS BID						\$2,476,917.04		\$1,723.50		\$2,186,197.56
MATERIAL STORED ON SITE								\$0.00		\$0.00
BACKSHEET ADJUSTMENT NO. 1								\$0.00		\$0.00
BACKSHEET ADJUSTMENT NO. 2								\$0.00		(\$4,941.22)
CHANGE ORDER NO. 1						(\$41,054.74)		\$0.00		(\$16,536.37)
CHANGE ORDER NO. 2						\$12,021.30		\$0.00		\$17,943.69
CHANGE ORDER NO. 4						\$8,462.73		\$0.00		\$8,462.73
TOTAL						\$2,456,346.33		\$1,723.50		\$2,191,126.39

The undersigned Contractor certifies that all previous payments received from the Owner for work done under this contract have been applied to discharge in full all obligations the Contractor incurred in connection with the work covered by said progress payments. The undersigned Contractor agrees to pay all subcontractors within 10 days of receipt of payment from the municipality for undisputed services provided by the subcontractor. The Contractor agrees to pay interest as described under Minnesota state statute.

Gross Amount Due \$2,191,126.39
Less Retainage (0%) \$0.00
Amount Eligible to Date \$2,191,126.39
Less Previous Payments \$2,167,508.86
Amount Due This Application \$23,617.53

SUBMITTED ANDERSON BROTHERS CONSTRUCTION CO. O
PO BOX 668
BRAINERD, MN 56401-0668

RECOMMENDED SEH
416 S 6TH ST STE 200
BRAINERD, MN 56401

APPROVED CITY OF BAXTER
PO BOX 2626
BAXTER, MN 56425-2626

APPROVED CITY OF BAXTER
PO BOX 2626
BAXTER, MN 56425-2626

APPROVED CITY OF BAXTER - UTILITIES COMMISSION
PO BOX 2626
BAXTER, MN 56425-2626

BY: *Al Knauer* DATE: 4/15/16

BY: *Scott D. Kullerud* DATE: 4-19-16

BY: _____ DATE: _____
Kelly Steele, Asst. City Administrator/Clerk

BY: _____ DATE: _____
Darrel Olson, Mayor

BY: _____ DATE: _____



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

218.829.5117
218.829.2517
Brainerd@wsn.us.com

WidethSmithNolting.com

April 26, 2016

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

**RE: Agreement for Professional Engineering Services – Fee Amendment
Independence Road Improvements
Baxter, MN**

Dear Mayor and City Council:

We are currently under contract with the City of Baxter for engineering services related to the design and construction of the Independence Road Improvements, Municipal Project Number 4107.

During the course of the project we completed additional work that we feel is above and beyond the original scope of the project. The changes in project scope and associated fee amendment are summarized below:

Additional Roadway Design	Requested Fee Amendment:	\$994
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A detailed review and explanation of the requested fee amendment associated with our professional services required to address the changes in project scope can be found in our letter dated April 25, 2016.

Our previous approved "Not To Exceed" fee was \$12,950. Including the above \$994 fee increase, the revised total WSN fee is a "Not To Exceed" \$13,944. The additional services described above will be invoiced on an hourly basis in accordance with the fee schedule adopted at the time the work was performed.

If you are in agreement with the proposed fee amendment, please sign and return one copy of this agreement to us as our authorization to invoice the previously completed additional work.

We thank you for your consideration of our requested fee amendment and for giving us the opportunity to work with the City to make this project a reality. If you have any questions, please feel free to give me a call.

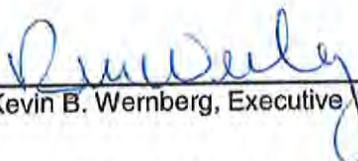
Sincerely,

Aric Welch, P.E.

.....
Proposed by Widseth Smith Nolting



Aric Welch, Vice President



Kevin B. Wernberg, Executive Vice President

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

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

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

ARTICLE 1. PERIOD OF SERVICE

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

ARTICLE 2. SCOPE OF SERVICES

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

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

ARTICLE 3. COMPENSATION TO WSN

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

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

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



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

- A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:
1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
 3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
 4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
 7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.
- If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.
- With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, 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.



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

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

April 26, 2016

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

**RE: Agreement for Professional Engineering Services – Fee Amendment
Inglewood Drive Improvements
Municipal Project Number 4105
Baxter, MN**

Dear Mayor and City Council:

We are currently under contract with the City of Baxter for engineering services related to the design and construction of the Inglewood Drive Improvements, Municipal Project Number 4105.

During the course of the project we completed additional work that we feel is above and beyond the original scope of the project. The changes in project scope and associated fee amendment are summarized below:

<u>Change in Project Scope</u>	<u>Requested Fee Amendment</u>
Watermain Lowering	\$880.00
Forcemain Extension	\$1,063.00
Haas Temporary Construction Easement	\$278.00
North Stormwater Pond Revision	\$2,078.00
Roadway Profile Revision	\$573.00
Culvert Extension and Easement	\$673.00
Total Fee Amendment	\$5,545.00

A detailed review and explanation of the requested fee amendment associated with our professional services required to address the changes in project scope outlined above can be found in our letter dated April 25, 2016.

In addition to the request fee amendment, we are also seeking a modification to our agreement to cover the following reimbursable expenses that were requested by City staff but were not included in our original agreement:

<u>Reimbursable Expense</u>	<u>Requested Amount</u>
Wetland Replacement Plan Application	\$300.00
Wetland Banking Credits	\$6,834.25
Total Reimbursable Expenses	\$7,134.25

Our previous approved "Not To Exceed" fee was \$116,350. Including the above \$5,545 fee increase and \$7,134.25 in reimbursable expenses, the revised total WSN fee is a "Not To Exceed" \$129,029.25. The additional services described above will be invoiced on an hourly basis in accordance with the fee schedule adopted at the time the work was performed.

If you are in agreement with the proposed fee amendment, please sign and return one copy of this agreement to us as our authorization to invoice the previously completed additional work.

We thank you for your consideration of our requested fee amendment and for giving us the opportunity to work with the City to make this project a reality. If you have any questions, please feel free to give me a call.

Sincerely,


Aric Welch, P.E.

.....

Proposed by Widseth Smith Nolting



Aric Welch, Vice President



Kevin B. Wernberg, Executive Vice President

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

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 RFIs are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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



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

218.829.5117
 218.829.2517
 Brainerd@wsn.us.com

WidethSmithNolting.com

April 26, 2016

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

**RE: Agreement for Professional Engineering Services – Fee Amendment
 Dellwood Drive and Novotny Road Improvements
 Municipal Project Number 4063
 Baxter, MN**

Dear Mayor and City Council:

We are currently under contract with the City of Baxter for engineering services related to the design and construction of the Dellwood Drive and Novotny Road Improvements, Municipal Project Number 4063.

During the course of the project we completed additional work that we feel is above and beyond the original scope of the project. The changes in project scope and associated fee amendment are summarized below:

<u>Change in Project Scope</u>	<u>Requested Fee Amendment</u>
Additional Sanitary Sewer and Water Services	\$1,058
Fire Protection Line for Hilltop Trailer Sales	\$400
Dellwood Drive Bypass Lane	\$2,144
Audubon Way Watermain Extension	\$2,144
Total Fee Amendment	\$12,269

A detailed review and explanation of the requested fee amendment associated with our professional services required to address the changes in project scope outlined above can be found in our letter dated April 25, 2016.

In addition to the request fee amendment, we are also seeking a modification to our agreement to cover the following reimbursable expenses that were requested by City staff but were not included in our original agreement:

<u>Reimbursable Expense</u>	<u>Requested Amount</u>
Wetland Replacement Plan Application	\$300
MnDOH Review Fee	\$150
MPCA Sanitary Sewer Extension Permit	\$310
Total Reimbursable Expenses	\$760

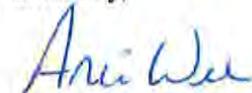
Our previous approved "Not To Exceed" fee was \$190,955. Including the above \$12,269 fee increase and \$760 in reimbursable expenses, the revised total WSN fee is a "Not To Exceed" \$203,984. The additional services described above will be invoiced on an hourly basis in accordance with the fee schedule adopted at the time the work was performed.

Dellwood Drive and Novotny Road Improvements – Fee Amendment
April 26, 2016
Page 2

If you are in agreement with the proposed fee amendment, please sign and return one copy of this agreement to us as our authorization to invoice the previously completed additional work.

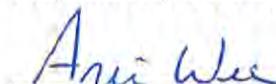
We thank you for your consideration of our requested fee amendment and for giving us the opportunity to work with the City to make this project a reality. If you have any questions, please feel free to give me a call.

Sincerely,

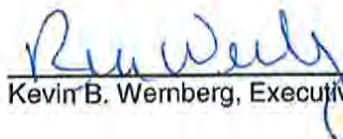


Aric Welch, P.E.

.....
Proposed by Widseth Smith Nolting



Aric Welch, Vice President



Kevin B. Wernberg, Executive Vice President

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

General Provisions of Professional Services Agreement

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 - (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.

Change Order No. 3

Date of Issuance:	Effective Date:	Council Approval
Owner: City of Baxter	Owner's Contract No.:	4063, 4105, 4107
Contractor: R.L. Larson Excavating, Inc.	Contractor's Project No.:	
Engineer: Widseth Smith Nolting	Engineer's Project No.:	0102B0274.000
Project: 2015 Dellwood Drive, Novotny Road, Inglewood Drive and Independence Road Utility and Roadway Improvements	Contract Name:	Municipal Project Numbers 4063, 4105 and 4107

The Contract is modified as follows upon execution of this Change Order:

Description: See WSN Letter Dated April 26, 2016

Attachments: Change Order Summary and WSN Letter Dated April 26, 2016

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$1,530,029.37</u>	Original Contract Times: Substantial Completion: <u>October 23, 2015</u> Ready for Final Payment: <u>November 6, 2015</u> days or dates
Increase from previously approved Change Orders: <u>\$ 0</u>	Increase from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$1,530,029.37</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 6, 2015</u> Ready for Final Payment: <u>November 20, 2015</u> days or dates
Increase of this Change Order: <u>\$ 30,774.25</u>	Increase of this Change Order: Substantial Completion: <u>May 26, 2016</u> Ready for Final Payment: <u>June 9, 2016</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 1,560,803.62</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 26, 2016</u> Ready for Final Payment: <u>June 9, 2016</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u><i>Ann Weil</i></u>	By: _____	By: <u><i>Suzanne H. Poff</i></u>	By: _____
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>PROJECT ENGINEER</u>	Title: _____	Title: <u>Proj. Manager</u>	Title: _____
Date: <u>5-4-16</u>	Date: _____	Date: <u>4-26-2016</u>	Date: _____

CONTRACT CHANGE ORDER SUMMARY		ORDER NO. 3
CONTRACT FOR: DELLWOOD DR, NOVOTNY RD, INGLEWOOD DR & INDEPCENCE RD IMPROVEMENTS MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107		DATE: April 26, 2016
OWNER: CITY OF BAXTER	STATE: MINNESOTA	
TO: RL LARSON EXCAVATING, INC.	COUNTY: CROW WING	

Description of Changes				DECREASE in Contract Price	INCREASE in Contract Price
Listing of Changes:					
	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>		
1. INDEPENDENCE ROAD ADDITIONAL GRADING	1	LUMP SUM	\$1,440.00		\$1,440.00
2. INGLEWOOD DRIVE ADDITIONAL GRADING	1	LUMP SUM	\$5,272.00		\$5,272.00
3. WORK AROUND 6" GAS MAIN	1	LUMP SUM	\$1,350.00		\$1,350.00
4. INGLEWOOD DRIVE WATERMAIN LOWERING	1	LUMP SUM	\$12,958.38		\$12,958.38
5. FAIRVIEW ROAD FORCEMAIN	1	LUMP SUM	\$9,753.87		\$9,753.87
CHANGE ORDER TOTALS:				\$0.00	\$30,774.25
NET CHANGE IN CONTRACT PRICE:					\$30,774.25

JUSTIFICATION:

See WSN Letter Dated April 26, 2016.

The amount of the Contract will be increased by the sum of:

Thirty Thousand Seven Hundred Seventy Four and 25/100

Dollars(\$30,774.25).

The Contract Total including this and previous Change Orders will be:

One Million Five Hundred Sixty Thousand Eight Hundred Three and 62/100

Dollars(\$1,560,803.62).

**PARTIAL PAYMENT ESTIMATE
NUMBER 5**

Name of Contractor:		R.L. Larson Excavating, Inc. 2255 12th Street SE St Cloud, MN 56304
Name of Owner:		City of Baxter PO Box 2626 Baxter, MN 56425
Date of Completion:		Amount of Contract:
Original: See Agreement		Original: \$1,530,029.37
Revised: See Change Order 2		Revised: \$1,560,803.62
		Dates of Estimate:
		From: 1/25/16
		To: 4/22/16

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

ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
BASE BID									
2021.501	MOBILIZATION	1	LUMP SUM	\$70,000.00	\$70,000.00			1	\$70,000.00
2101.501	CLEARING	0.52	ACRE	\$5,000.00	\$2,600.00			0.65	\$3,250.00
2101.502	CLEARING	58	TREE	\$150.00	\$8,700.00			66	\$9,900.00
2101.506	GRUBBING	0.52	ACRE	\$5,000.00	\$2,600.00			0.65	\$3,250.00
2101.507	GRUBBING	58	TREE	\$150.00	\$8,700.00			62	\$9,300.00
2104.501	REMOVE SEWER PIPE (STORM)	22	LIN FT	\$10.00	\$220.00			67	\$670.00
2104.501	REMOVE WATER SERVICE PIPE	20	LIN FT	\$10.00	\$200.00			30	\$300.00
2104.501	REMOVE CURB AND GUTTER	76	LIN FT	\$5.00	\$380.00			187	\$935.00
2104.505	REMOVE BITUMINOUS PAVEMENT	16266	SQ YD	\$1.80	\$29,278.80			16271	\$29,287.80
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	49	SQ YD	\$6.00	\$294.00			172	\$1,032.00
2104.509	REMOVE CONCRETE APRON	1	EACH	\$50.00	\$50.00			1	\$50.00
2104.509	REMOVE CATCH BASIN	1	EACH	\$100.00	\$100.00			1	\$100.00
2104.509	REMOVE SIGN TYPE C	19	EACH	\$25.00	\$475.00			17	\$425.00
2104.509	REMOVE VALVE BOX	2	EACH	\$200.00	\$400.00			2	\$400.00
2104.509	REMOVE CURB STOP & BOX	3	EACH	\$300.00	\$900.00			3	\$900.00
2104.509	REMOVE DELINEATOR	5	EACH	\$25.00	\$125.00			4	\$100.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	441	LIN FT	\$5.00	\$2,205.00			37	\$185.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	330	LIN FT	\$3.00	\$990.00			782	\$2,346.00
2104.521	SALVAGE FENCE	357	LIN FT	\$10.00	\$3,570.00			97	\$970.00
2104.523	SALVAGE SIGN	20	EACH	\$25.00	\$500.00			20	\$500.00
2104.523	SALVAGE HYDRANT & VALVE	2	EACH	\$425.00	\$850.00			2	\$850.00
2104.523	SALVAGE PIPE APRON	2	EACH	\$100.00	\$200.00			2	\$200.00
2105.501	COMMON EXCAVATION (P)	7512	CU YD	\$10.00	\$75,120.00			8647	\$86,470.00
2105.505	MUCK EXCAVATION	1000	CU YD	\$10.00	\$10,000.00			1000	\$10,000.00
2105.522	COMMON BORROW (CV)	7191	CU YD	\$9.40	\$67,595.40	560	\$5,264.00	7511	\$70,603.40
2105.601	DEWATERING	0.95	LUMP SUM	\$62,000.00	\$58,900.00			1	\$62,000.00
2118.501	AGGREGATE SURFACING CLASS 5	26	TON	\$20.00	\$520.00				
2123.501	COMMON LABORERS	30	HOUR	\$85.00	\$2,550.00				
2123.503	MOTOR GRADER	20	HOUR	\$170.00	\$3,400.00				
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	32	HOUR	\$100.00	\$3,200.00			11	\$1,100.00
2130.501	WATER	100	M GALLON	\$30.00	\$3,000.00				
2211.501	AGGREGATE BASE CLASS 5	173	TON	\$20.00	\$3,460.00				
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	4304	CU YD	\$17.00	\$73,168.00			4079	\$69,343.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	5421	TON	\$55.00	\$298,155.00			4488	\$246,840.00
2501.514	18" RC PIPE CULVERT	112	LIN FT	\$34.50	\$3,864.00			128	\$4,416.00
2501.515	12" RC PIPE APRON	5	EACH	\$400.00	\$2,000.00			5	\$2,000.00
2501.515	18" RC PIPE APRON	4	EACH	\$475.00	\$1,900.00			4	\$1,900.00
2501.573	INSTALL PIPE APRON	2	EACH	\$150.00	\$300.00			2	\$300.00
2503.541	12" RC PIPE SEWER DES 3006 CL V	1203	LIN FT	\$28.00	\$33,684.00			1158	\$32,424.00
2503.541	15" RC PIPE SEWER DES 3006 CL V	768	LIN FT	\$30.00	\$23,040.00			617	\$18,510.00
2503.541	18" RC PIPE SEWER DES 3006 CL III	678	LIN FT	\$32.00	\$21,696.00			760	\$24,320.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	1	EACH	\$900.00	\$900.00			1	\$900.00
2503.602	CONNECT TO EXISTING MANHOLES (SAN)	1	EACH	\$2,400.00	\$2,400.00			1	\$2,400.00
2504.602	ADJUST VALVE BOX	2	EACH	\$200.00	\$400.00			1	\$200.00
2504.602	CONNECT TO EXISTING SEWER SERVICE	3	EACH	\$450.00	\$1,350.00			4	\$1,800.00
2504.602	CONNECT TO EXISTING WATER SERVICE	6	EACH	\$510.00	\$3,060.00			2	\$1,020.00
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	2770	LIN FT	\$1.25	\$3,462.50			2778	\$3,472.50
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	778	LIN FT	\$1.25	\$972.50			1019	\$1,273.75
2504.602	CONNECT TO EXISTING WATER MAIN	2	EACH	\$950.00	\$1,900.00			4	\$3,800.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	55.13	LIN FT	\$425.00	\$23,430.25			51.63	\$21,942.75
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	32.71	LIN FT	\$250.00	\$8,177.50			32.71	\$8,177.50
2506.516	CASTING ASSEMBLY	20	EACH	\$750.00	\$15,000.00			20	\$15,000.00
2506.522	ADJUST FRAME AND RING CASTING	9	EACH	\$350.00	\$3,150.00			9	\$3,150.00
2506.602	CONNECT INTO EXISTING STORM SEWER	1	EACH	\$500.00	\$500.00			1	\$500.00
2506.602	CONSTRUCT CONTROL STRUCTURE A	1	EACH	\$2,800.00	\$2,800.00			0.75	\$2,100.00
2511.501	RANDOM RIPRAP CLASS III	61.4	CU YD	\$65.00	\$3,991.00			33	\$2,145.00
2511.515	GEOTEXTILE FILTER TYPE IV	227	SQ YD	\$2.00	\$454.00			116	\$232.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	7110	LIN FT	\$15.00	\$106,650.00			7456	\$111,840.00
2531.503	CONCRETE MEDIAN	93	SQ YD	\$75.00	\$6,975.00			107	\$8,025.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	183	SQ YD	\$55.00	\$10,065.00			308	\$16,940.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	135	SQ YD	\$60.00	\$8,100.00			160	\$9,600.00
2531.604	8" CONCRETE VALLEY GUTTER	114	SQ YD	\$66.00	\$7,524.00			121.1	\$7,992.60
2531.618	TRUNCATED DOMES	164	SQ FT	\$40.00	\$6,560.00			206	\$8,240.00
2540.602	MAIL BOX SUPPORT	15	EACH	\$125.00	\$1,875.00			15	\$1,875.00
2540.602	TEMPORARY POSTAL SERVICE	15	EACH	\$100.00	\$1,500.00			15	\$1,500.00
2557.603	INSTALL FENCE	347	LIN FT	\$20.00	\$6,940.00				
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$8,000.00	\$8,000.00			0.95	\$7,600.00
2564.602	INSTALL SIGN	20	EACH	\$80.00	\$1,600.00			20	\$1,600.00
2564.602	INSTALL SIGN PANEL TYPE C	13	EACH	\$105.00	\$1,365.00			60	\$6,300.00
2564.602	FURNISH TYPE C SIGN	22	EACH	\$150.00	\$3,300.00			60	\$9,000.00
2573.502	SILT FENCE, TYPE MS	2222	LIN FT	\$2.50	\$5,555.00			2255	\$5,637.50
2573.530	STORM DRAIN INLET PROTECTION	23	EACH	\$225.00	\$5,175.00			13	\$2,925.00
2573.535	STABILIZED CONSTRUCTION EXIT	8	EACH	\$600.00	\$4,800.00			6	\$3,600.00
2573.550	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$1,500.00	\$1,500.00			0.625	\$937.50
2573.602	CULVERT END CONTROLS	2	EACH	\$250.00	\$500.00				
2574.508	FERTILIZER TYPE 1	693	POUND	\$1.00	\$693.00			800	\$800.00
2574.525	COMMON TOPSOIL BORROW	2452	CU YD	\$0.01	\$24.52			2291	\$22.91
2575.501	SEEDING	6.5	ACRE	\$800.00	\$5,200.00			3.3	\$2,640.00
2575.502	SEED MIXTURE 22-111	163	POUND	\$4.00	\$652.00			180	\$720.00
2575.502	SEED MIXTURE 25-131	732	POUND	\$3.00	\$2,196.00			1010	\$3,030.00
2575.502	SEED MIXTURE 33-361	14	POUND	\$60.00	\$840.00			17.5	\$1,050.00
2575.505	SODDING TYPE LAWN	9935	SQ YD	\$4.50	\$44,707.50			8047	\$36,211.50
2575.511	MULCH MATERIAL TYPE 3	8	TON	\$425.00	\$3,400.00				
2575.519	DISK ANCHORING	4.1	ACRE	\$200.00	\$820.00				
2575.523	EROSION CONTROL BLANKETS CATEGORY 3	4954	SQ YD	\$2.00	\$9,908.00			1765	\$3,530.00
2575.562	HYDRAULIC MATRIX TYPE MULCH	3180	POUND	\$1.30	\$4,134.00			6107	\$7,939.10
2582.501	PAVEMENT MESSAGE-PAINT	13	EACH	\$50.00	\$650.00			13	\$650.00
2582.502	4" SOLID LINE WHITE-PAINT	715	LIN FT	\$0.30	\$214.50			417	\$125.10
2582.502	8" SOLID LINE WHITE-PAINT	7465	LIN FT	\$0.34	\$2,538.10			3014	\$1,024.76

2582.502	4" SOLID LINE YELLOW-PAINT	1628	LIN FT	\$0.30	\$488.40			231	\$69.30
2582.502	12" SOLID LINE YELLOW-PAINT	137	LIN FT	\$2.50	\$342.50			139	\$347.50
2582.502	4" BROKEN LINE YELLOW-PAINT	816	LIN FT	\$0.30	\$244.80			230	\$69.00
2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	2276	LIN FT	\$0.60	\$1,365.60			1717	\$1,030.20
2600.4D	INSULATION (4' x 8' x 2" THICK)	879.2	SQ YD	\$20.00	\$17,584.00			2071.3	\$41,426.00
2611.4A	6" PVC WATERMAIN PIPE	108	LIN FT	\$20.00	\$2,160.00			114	\$2,280.00
2611.4A	8" PVC WATERMAIN PIPE	186	LIN FT	\$22.00	\$4,092.00			314	\$6,908.00
2611.4A	10" PVC WATERMAIN PIPE	1384	LIN FT	\$25.00	\$34,600.00			1383	\$34,575.00
2611.4A	12" PVC WATERMAIN PIPE	1191	LIN FT	\$28.50	\$33,943.50			1259	\$35,881.50
2611.4A	1" POLYETHYLENE SERVICE PIPE	48	LIN FT	\$13.00	\$624.00			20	\$260.00
2611.4A	1.5" POLYETHYLENE SERVICE PIPE	634	LIN FT	\$13.00	\$8,242.00			935	\$12,155.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	5	EACH	\$1,150.00	\$5,750.00			6	\$6,900.00
2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	2	EACH	\$1,575.00	\$3,150.00			4	\$6,300.00
2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	3	EACH	\$2,400.00	\$7,200.00			3	\$7,200.00
2611.4B	12" BUTTERFLY VALVE & BOX w/ ADAPTOR	1	EACH	\$2,000.00	\$2,000.00			2	\$4,000.00
2611.4B	VALVE OPERATOR EXTENSION	9	EACH	\$140.00	\$1,260.00				
2611.4C	1.5" CORPORATION STOP & SADDLE	18	EACH	\$655.00	\$11,790.00			24	\$15,720.00
2611.4D	1" CURB STOP & BOX	3	EACH	\$635.00	\$1,905.00			1	\$635.00
2611.4D	1.5" CURB STOP & BOX	18	EACH	\$760.00	\$13,680.00			24	\$18,240.00
2611.4E	HYDRANT	5	EACH	\$4,050.00	\$20,250.00			5	\$20,250.00
2611.4G	INSTALL HYDRANT & VALVE	2	EACH	\$1,440.00	\$2,880.00			2	\$2,880.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	3675	POUND	\$1.75	\$6,431.25			5140	\$8,995.00
2611.4J	HYDRANT EXTENSION (12")	1	EACH	\$585.00	\$585.00			2	\$1,170.00
2611.4J	HYDRANT EXTENSION (18")	1	EACH	\$700.00	\$700.00				
2611.4J	HYDRANT EXTENSION (30")	1	EACH	\$875.00	\$875.00			1	\$875.00
2611.4J	GATE VALVE BOX & ADAPTOR	2	EACH	\$435.00	\$870.00			2	\$870.00
2621.4A	8" PVC SEWER PIPE (SDR 26)	979	LIN FT	\$24.50	\$23,985.50			980	\$24,010.00
2621.4A	10" PVC SEWER PIPE (SDR 26)	1791	LIN FT	\$27.00	\$48,357.00			1795	\$48,465.00
2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	10	EACH	\$2,200.00	\$22,000.00			10	\$22,000.00
2621.4B1	MANHOLE EXCESS DEPTH	14.95	LIN FT	\$100.00	\$1,495.00			14.95	\$1,495.00
2621.4F	4" PVC SERVICE PIPE (SCH 40)	24	LIN FT	\$80.00	\$1,920.00			38	\$3,040.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	802	LIN FT	\$15.00	\$12,030.00			998	\$14,970.00
2621.4G	8" X 6" PVC WYE	7	EACH	\$570.00	\$3,990.00			11	\$6,270.00
2621.4G	10" X 6" PVC WYE	11	EACH	\$690.00	\$7,590.00			13	\$8,970.00
ALTERNATE BID A									
2101.501	CLEARING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2101.506	GRUBBING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2105.601	DEWATERING	0.05	LUMP SUM	\$70,000.00	\$3,500.00			0.05	\$3,500.00
2123.601	COMMON LABORERS	5	HOUR	\$85.00	\$425.00				
2123.503	MOTOR GRADER	5	HOUR	\$160.00	\$800.00				
2573.502	SILT FENCE, TYPE MS	50	LIN FT	\$2.50	\$125.00				
2574.508	FERTILIZER TYPE 1	27	POUND	\$1.00	\$27.00				
2574.525	COMMON TOPSOIL BORROW	49	CU YD	\$20.00	\$980.00				
2575.501	SEEDING	0.1	ACRE	\$800.00	\$80.00				
2575.502	SEED MIXTURE 25-131	27	POUND	\$3.00	\$81.00				
2575.505	SODDING TYPE LAWN	116	SQ YD	\$4.50	\$522.00				
2575.562	HYDRAULIC MATRIX TYPE MULCH	142	POUND	\$8.00	\$1,136.00				
2600.4D	INSULATION (4' x 8' x 2" THICK)	6.3	SQ YD	\$20.00	\$126.00				
2611.4A	6" PVC WATERMAIN PIPE	6	LIN FT	\$47.00	\$282.00			7	\$329.00
2611.4A	8" PVC WATERMAIN PIPE	175	LIN FT	\$25.00	\$4,375.00			116	\$2,900.00
2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	865	LIN FT	\$53.00	\$45,845.00	613	\$32,489.00	922	\$48,866.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	1	EACH	\$1,200.00	\$1,200.00			1	\$1,200.00
2611.4E	HYDRANT	1	EACH	\$4,100.00	\$4,100.00			1	\$4,100.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	615	POUND	\$2.35	\$1,445.25			785	\$1,844.75
-	8" WET TAP	1	EACH	\$4,300.00	\$4,300.00			1	\$4,300.00
CHANGE ORDER 3									
1	INDEPENDENCE ROAD ADDITIONAL GRADING	1	LUMP SUM	\$1,440.00	\$1,440.00			1	\$1,440.00
2	INGLEWOOD DRIVE ADDITIONAL GRADING	1	LUMP SUM	\$5,272.00	\$5,272.00			1	\$5,272.00
3	WORK AROUND 6" GAS MAIN	1	LUMP SUM	\$1,350.00	\$1,350.00			1	\$1,350.00
4	INGLEWOOD DRIVE WATERMAIN LOWERING	1	LUMP SUM	\$12,958.38	\$12,958.38			1	\$12,958.38
5	FAIRVIEW ROAD FORCEMAIN	1	LUMP SUM	\$9,753.87	\$9,753.87			1	\$9,753.87
TOTAL:					\$1,560,803.62			\$68,577.25	\$1,553,037.17
				THIS PERIOD				TOTAL TO DATE	
AMOUNT EARNED					\$68,577.25				\$1,563,037.17
AMOUNT RETAINED					\$5,096.62				\$114,182.21
RETAINAGE RELEASED									\$1,375,374.33
PREVIOUS PAYMENTS									\$63,480.63
AMOUNT DUE					\$63,480.63				

Estimated Percentage Completed:

101.5%

CONTRACTOR'S CERTIFICATION:

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

CONTRACTOR : R.L. LARSON EXCAVATING, INC

BY: _____

Date: _____

APPROVED BY CITY OF BAXTER:

BY: Kelly Steele, Assistant City Administrator / City Clerk

Date: _____

APPROVED BY CITY OF BAXTER:

BY: Darrel Olson, Mayor

Date: _____

ENGINEER'S CERTIFICATION:

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

ENGINEER: WIDSETH SMITH NOLTING

BY: Aric Welch, P.E.

Date: _____

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY: _____

Date: _____

2582.502	4" SOLID LINE YELLOW-PAINT	1628	LIN FT	\$0.30	\$488.40			231	\$69.30
2582.502	12" SOLID LINE YELLOW-PAINT	137	LIN FT	\$2.50	\$347.50			139	\$347.50
2582.502	4" BROKEN LINE YELLOW-PAINT	816	LIN FT	\$0.30	\$244.80			230	\$68.00
2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	2276	LIN FT	\$0.60	\$1,365.60			1717	\$1,030.20
2800.4D	INSULATION (4' x 8' x 2" THICK)	879.2	SQ YD	\$20.00	\$17,584.00			2071.3	\$41,426.00
2611.4A	6" PVC WATERMAIN PIPE	108	LIN FT	\$20.00	\$2,160.00			114	\$2,280.00
2611.4A	8" PVC WATERMAIN PIPE	186	LIN FT	\$22.00	\$4,092.00			314	\$6,308.00
2611.4A	10" PVC WATERMAIN PIPE	1384	LIN FT	\$25.00	\$34,600.00			1383	\$34,375.00
2611.4A	12" PVC WATERMAIN PIPE	1191	LIN FT	\$28.50	\$33,943.50			1259	\$35,891.50
2611.4A	1" POLYETHYLENE SERVICE PIPE	48	LIN FT	\$13.00	\$624.00			20	\$260.00
2611.4A	1.5" POLYETHYLENE SERVICE PIPE	634	LIN FT	\$13.00	\$8,242.00			935	\$12,155.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	5	EACH	\$1,150.00	\$5,750.00			6	\$6,900.00
2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	2	EACH	\$1,575.00	\$3,150.00			4	\$6,300.00
2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	3	EACH	\$2,400.00	\$7,200.00			3	\$7,200.00
2611.4B	12" BUTTERFLY VALVE & BOX w/ ADAPTOR	1	EACH	\$2,000.00	\$2,000.00			2	\$4,000.00
2611.4B	VALVE OPERATOR EXTENSION	9	EACH	\$140.00	\$1,260.00				
2611.4C	1.5" CORPORATION STOP & SADDLE	18	EACH	\$655.00	\$11,790.00			24	\$15,720.00
2611.4D	1" CURB STOP & BOX	3	EACH	\$635.00	\$1,905.00			1	\$635.00
2611.4D	1.5" CURB STOP & BOX	18	EACH	\$760.00	\$13,680.00			24	\$18,240.00
2611.4E	HYDRANT	5	EACH	\$4,050.00	\$20,250.00			5	\$20,250.00
2611.4G	INSTALL HYDRANT & VALVE	2	EACH	\$1,440.00	\$2,880.00			2	\$2,880.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	3675	POUND	\$1.75	\$6,431.25			5140	\$8,995.00
2611.4J	HYDRANT EXTENSION (12")	1	EACH	\$585.00	\$585.00			2	\$1,170.00
2611.4J	HYDRANT EXTENSION (18")	1	EACH	\$700.00	\$700.00				
2611.4J	HYDRANT EXTENSION (30")	1	EACH	\$875.00	\$875.00			1	\$875.00
2611.4J	GATE VALVE BOX & ADAPTOR	2	EACH	\$435.00	\$870.00			2	\$870.00
2621.4A	8" PVC SEWER PIPE (SDR 26)	979	LIN FT	\$24.50	\$23,985.50			980	\$24,010.00
2621.4A	10" PVC SEWER PIPE (SDR 26)	1791	LIN FT	\$27.00	\$48,357.00			1795	\$48,465.00
2621.4B	SANITARY SEWER MANHOLE, MNDOT DESIGN 4007C	10	EACH	\$2,200.00	\$22,000.00			10	\$22,000.00
2621.4B1	MANHOLE EXCESS DEPTH	14.95	LIN FT	\$100.00	\$1,495.00			14.95	\$1,495.00
2621.4F	4" PVC SERVICE PIPE (SCH 40)	24	LIN FT	\$80.00	\$1,920.00			38	\$3,040.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	802	LIN FT	\$15.00	\$12,030.00			998	\$14,970.00
2621.4G	8" X 8" PVC WYE	7	EACH	\$570.00	\$3,990.00			11	\$6,270.00
2621.4G	10" X 6" PVC WYE	11	EACH	\$690.00	\$7,590.00			13	\$8,870.00
ALTERNATE BID A									
2101.501	CLEARING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2101.508	GRUBBING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2105.601	DEWATERING	0.05	LUMP SUM	\$70,000.00	\$3,500.00			0.05	\$3,500.00
2123.501	COMMON LABORERS	5	HOUR	\$85.00	\$425.00				
2123.503	MOTOR GRADER	5	LIN FT	\$160.00	\$800.00				
2573.502	SILT FENCE, TYPE MS	50	LIN FT	\$2.50	\$125.00				
2574.508	FERTILIZER TYPE 1	27	POUND	\$1.00	\$27.00				
2574.525	COMMON TOPSOIL BORROW	49	CU YD	\$20.00	\$980.00				
2575.501	SEEDING	0.1	ACRE	\$800.00	\$80.00				
2575.502	SEED MIXTURE 25-131	27	POUND	\$3.00	\$81.00				
2575.508	SODDING TYPE LAWN	116	SQ YD	\$4.50	\$522.00				
2575.562	HYDRAULIC MATRIX TYPE MULCH	142	POUND	\$9.00	\$1,278.00				
2600.4D	INSULATION (4' x 8' x 2" THICK)	6.3	SQ YD	\$20.00	\$126.00			3.5	\$70.00
2611.4A	6" PVC WATERMAIN PIPE	6	LIN FT	\$47.00	\$282.00			7	\$329.00
2611.4A	8" PVC WATERMAIN PIPE	175	LIN FT	\$25.00	\$4,375.00			116	\$2,900.00
2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	885	LIN FT	\$53.00	\$46,815.00	613	\$32,489.00	922	\$48,866.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	1	EACH	\$1,200.00	\$1,200.00			1	\$1,200.00
2611.4E	HYDRANT	1	EACH	\$4,100.00	\$4,100.00			1	\$4,100.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	615	POUND	\$2.35	\$1,445.25			785	\$1,844.75
-	8" WET TAP	1	EACH	\$4,300.00	\$4,300.00			1	\$4,300.00
CHANGE ORDER 3									
1	INDEPENDENCE ROAD ADDITIONAL GRADING	1	LUMP SUM	\$1,440.00	\$1,440.00			1	\$1,440.00
2	INGLEWOOD DRIVE ADDITIONAL GRADING	1	LUMP SUM	\$5,272.00	\$5,272.00			1	\$5,272.00
3	WORK AROUND 6" GAS MAIN	1	LUMP SUM	\$1,350.00	\$1,350.00			1	\$1,350.00
4	INGLEWOOD DRIVE WATERMAIN LOWERING	1	LUMP SUM	\$12,958.38	\$12,958.38			1	\$12,958.38
5	FAIRVIEW ROAD FORCEMAIN	1	LUMP SUM	\$9,753.87	\$9,753.87			1	\$9,753.87
TOTAL:					\$1,560,803.62		\$68,577.25		\$1,553,037.17

		THIS PERIOD		TOTAL TO DATE	
AMOUNT EARNED			\$68,577.25		\$1,553,037.17
AMOUNT RETAINED			\$5,096.82		\$114,182.21
RETAINAGE RELEASED					
PREVIOUS PAYMENTS					\$1,375,374.33
AMOUNT DUE			\$63,480.83		\$63,480.83

Estimated Percentage Completed: 101.5%

CONTRACTOR'S CERTIFICATION:

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

CONTRACTOR: R.L. LARSON EXCAVATING, INC

By: *Bryon A. Coffey*
Date: 4-26-2016

ENGINEER'S CERTIFICATION:

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

ENGINEER: WIDSETH SMITH NOLTING

By: *Aric Welch*
Date: 5-4-16
Aric Welch, P.E.

APPROVED BY CITY OF BAXTER:

By:
Date:
Kelly Steele, Assistant City Administrator / City Clerk

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

By: *Rock Johnson*
Date: 5-4-16

APPROVED BY CITY OF BAXTER:

By:
Date:
Darrel Olson, Mayor

PARTIAL PAY ESTIMATE 5 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, January 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
BASE BID				
1	2021.501	MOBILIZATION	LUMP SUM	\$70,000.00
2	2101.501	CLEARING	ACRE	\$6,000.00
3	2101.502	CLEARING	TREE	\$150.00
4	2101.508	GRUBBING	ACRE	\$6,000.00
5	2101.507	GRUBBING	TREE	\$150.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LN FT	\$10.00
7	2104.501	REMOVE WATER SERVICE PIPE	LN FT	\$10.00
8	2104.501	REMOVE CURB AND GUTTER	LN FT	\$5.00
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$6.00
11	2104.509	REMOVE CONCRETE APRON	EACH	\$60.00
12	2104.509	REMOVE CATCH BASIN	EACH	\$100.00
13	2104.509	REMOVE SIGN TYPE C	EACH	\$25.00
14	2104.509	REMOVE VALVE BOX	EACH	\$25.00
15	2104.509	REMOVE CURB STOP & BOX	EACH	\$350.00
16	2104.509	REMOVE DELINEATOR	EACH	\$25.00
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LN FT	\$5.00
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LN FT	\$3.00
19	2104.521	SALVAGE FENCE	LN FT	\$10.00
20	2104.523	SALVAGE SIGN	EACH	\$25.00
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$125.00
22	2104.523	SALVAGE PIPE APRON	EACH	\$105.00
23	2105.501	COMMON EXCAVATION (P)	CU YD	\$10.00
24	2105.505	MUCK EXCAVATION	CU YD	\$10.00
25	2105.522	COMMON BORROW (CV)	CU YD	\$9.00
26	2105.501	DEMOLITION	LUMP SUM	\$62,390.00
27	2118.501	AGGREGATE SURFACING CLASS 6	TON	\$90.00
28	2123.501	COMMON LABORERS	HR	\$85.00
29	2123.503	MOTOR GRADER	HR	\$170.00
30	2123.510	STREET SWEEPER (WITH PICKUP BROOM)	HR	\$100.00
31	2130.501	WATER	M GALLON	\$3.00
32	2211.501	AGGREGATE BASE CLASS 6	TON	\$20.00
33	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$17.00
34	2365.501	TYPE III & WEARING COURSE MIXTURE (2 CI)	TON	\$55.00
35	2501.514	18" RC PIPE CULVERT	LN FT	\$34.50
36	2501.515	12" RC PIPE APRON	EACH	\$100.00
37	2501.515	18" RC PIPE APRON	EACH	\$275.00
38	2501.523	INSTALL PIPE APRON	EACH	\$150.00
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LN FT	\$28.00
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LN FT	\$30.00
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LN FT	\$32.00
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$900.00
43	2504.602	CONNECT TO EXISTING MANHOLES (BAND)	EACH	\$2,400.00
44	2504.602	ADJUST VALVE BOX	EACH	\$200.00
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	\$450.00
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$610.00
47	2503.603	CLEAN AND VIDEO TAPPI PIPE SEWER - MAINLINE	LN FT	\$1.25
48	2503.603	CLEAN AND VIDEO TAPPI PIPE SEWER - SERVICE	LN FT	\$1.25
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$950.00
50	2506.501	CONST DRAINAGE STRUCTURE DESIGN 50-48	LN FT	\$425.00
51	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LN FT	\$250.00
52	2506.516	CASTING ASSEMBLY	EACH	\$750.00
53	2506.522	ADJUST FRAME AND RING CASTING	EACH	\$350.00
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$200.00
55	2506.602	CONSTRUCT CONTROL STRUCTURE A	EACH	\$2,800.00
56	2611.501	RANDOM RIPRAP CLASS III	CU YD	\$65.00
57	2611.515	GEOTEXTILE FILTER TYPE IV	SQ YD	\$2.00
58	2631.501	CONCRETE CURB AND GUTTER DESIGN B824	LN FT	\$16.00
59	2631.503	CONCRETE MEDIAN	SQ YD	\$16.00
60	2631.507	4" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$66.00
61	2631.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$60.00
62	2631.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$66.00
63	2631.618	TRIANGLED DOMES	SQ FT	\$40.00
64	2640.602	MAN BOX SUPPORT	EACH	\$195.00
65	2640.602	TURBURY POSTAL SERVICE	EACH	\$100.00
66	2957.603	INSTALL FENCE	LN FT	\$20.00
67	2958.601	TRAFFIC CONTROL	LUMP SUM	\$4,000.00
68	2964.602	INSTALL SIGN	EACH	\$80.00
69	2964.602	INSTALL SIGN PANEL TYPE C	EACH	\$105.00
70	2964.602	FURNISH TYPE C SIGN	EACH	\$160.00
71	2973.602	6" I FENCE TYPE A8	LN FT	\$2.50
72	2973.630	STORM DRAIN INLET PROTECTION	EACH	\$225.00
73	2973.635	STABILIZED CONSTRUCTION EXIT	EACH	\$660.00
74	2973.650	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1,600.00
75	2973.662	CU VERT END CONTRL B	EACH	\$250.00
76	2974.608	FERTILIZER TYPE I	POUND	\$1.00
77	2974.625	COMMON TOPSOIL BORROW	CU YD	\$0.91
78	2975.501	SEEDING	ACRE	\$600.00
79	2975.602	SEED MIXTURE 22-111	POUND	\$4.00
80	2975.602	SEED MIXTURE 26-131	POUND	\$3.00
81	2975.602	SEED MIXTURE 35-381	POUND	\$50.00
82	2976.605	SEEDING TYPE LA/PL	SQ YD	\$4.50
83	2976.611	MULCH MATERIAL TYPE 3	TON	\$425.00
84	2976.619	DISK ANCHORING	ACRE	\$200.00
85	2976.623	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	\$2.00
86	2976.662	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.30
87	2982.601	PAVEMENT MESSAGE PAINT	EACH	\$50.00
88	2982.602	4" SOLID LINE WHITE PAINT	LN FT	\$0.36
89	2982.602	8" SOLID LINE WHITE PAINT	LN FT	\$0.34
90	2982.602	4" SOLID LINE YELLOW PAINT	LN FT	\$0.36
91	2982.602	12" SOLID LINE YELLOW PAINT	LN FT	\$2.60
92	2982.602	4" BROKEN LINE YELLOW PAINT	LN FT	\$0.36
93	2982.602	4" DOUBLE SOLID LINE YELLOW PAINT	LN FT	\$0.60
94	2666.40	INSULATION 1/2" X 2" THICK	SQ YD	\$20.00
95	2611.4A	8" PVC WATERMAIN PIPE	LN FT	\$20.00
96	2611.4A	8" PVC WATERMAIN PIPE	LN FT	\$22.00
97	2611.4A	10" PVC WATERMAIN PIPE	LN FT	\$25.00
98	2611.4A	12" PVC WATERMAIN PIPE	LN FT	\$28.50
99	2611.4A	12" POLYETHYLENE SERVICE PIPE	LN FT	\$13.00
100	2611.4A	12" POLYETHYLENE SERVICE PIPE	LN FT	\$13.00
101	2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,160.00
102	2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,575.00
103	2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	EACH	\$2,400.00
104	2611.4B	12" BUTTERFLY VALVE & BOX w/ ADAPTOR	EACH	\$1,000.00
105	2611.4B	VALVE OPERATOR EXTENSION	EACH	\$1,260.00
106	2611.4C	1.5" CORPORATION STOP & SADDLE	EACH	\$856.00
107	2611.4D	1" CURB STOP & BOX	EACH	\$836.00
108	2611.4D	1.5" CURB STOP & BOX	EACH	\$780.00
109	2611.4E	HYDRANT	EACH	\$4,020.00
110	2611.4D	INSTALL HYDRANT & VALVE	EACH	\$1,440.00
111	2611.4J	DUSTLE IRON WATERMAIN FITTINGS	POUND	\$1.76
112	2611.4J	HYDRANT EXTENSION (12")	EACH	\$585.00
113	2611.4J	HYDRANT EXTENSION (18")	EACH	\$700.00
114	2611.4J	HYDRANT EXTENSION (30")	EACH	\$876.00
115	2611.4J	GATE VALVE BOX & ADAPTOR	EACH	\$235.00
116	2621.4A	8" PVC SEWER PIPE (SDR 35)	LN FT	\$24.50
117	2621.4A	10" PVC SEWER PIPE (SDR 26)	LN FT	\$27.00
118	2621.4B	SANITARY SEWER MANHOLE, MHDOT DESIGN 4007C	EACH	\$2,200.00
119	2621.4B1	MANHOLE EXCESS DEPTH	LN FT	\$100.00
120	2621.4F	4" PVC SERVICE PIPE (ISCH 40)	LN FT	\$80.00
121	2621.4F	6" PVC SERVICE PIPE (ISCH 40)	LN FT	\$115.00
122	2621.4D	8" X 8" PVC WYE	EACH	\$570.00
123	2621.4D	10" X 8" PVC WYE	EACH	\$660.00

DELLWOOD DRIVE AND NOVOTNY ROAD, MUNICIPAL IMPROVEMENT 4063					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.55	\$38,500.00			0.55	\$38,500.00
0.12	\$600.00			0.12	\$600.00
0.12	\$7,700.00			0.12	\$7,700.00
0.12	\$6,000.00			0.12	\$6,000.00
0.68	\$8,700.00			0.68	\$8,700.00
22	\$220.00			22	\$220.00
70	\$360.00			70	\$360.00
0.610	\$15,138.00			0.610	\$15,138.00
6	\$36.00			6	\$36.00
1	\$50.00			1	\$50.00
1	\$100.00			1	\$100.00
6	\$150.00	2	\$50.00	8	\$150.00
266	\$30.00			266	\$30.00
267	\$2,570.00			267	\$2,570.00
10	\$250.00			10	\$250.00
1670	\$16,700.00			1670	\$16,700.00
2470	\$22,248.00	240	\$2,250.00	2620	\$22,248.00
0.8	\$49,600.00			0.8	\$49,600.00
96	\$920.00			96	\$920.00
20	\$1,700.00			20	\$1,700.00
20	\$3,400.00			20	\$3,400.00
20	\$2,050.00			20	\$2,050.00
106	\$3,000.00			106	\$3,000.00
173	\$3,450.00			173	\$3,450.00
172	\$20,281.00			172	\$20,281.00
2463	\$138,666.00			2463	\$138,666.00
3	\$1,200.00			3	\$1,200.00
494	\$13,832.00			494	\$13,832.00
383	\$11,560.00			383	\$11,560.00
331	\$10,590.00			331	\$10,590.00
106	\$1,020.00			106	\$1,020.00
27.46	\$11,870.50			27.46	\$11,870.50
7	\$5,250.00			7	\$5,250.00
0				0	
1	\$500.00			1	\$500.00
4.4	\$288.00			4.4	\$288.00
8	\$16.00			8	\$16.00
2838	\$42,870.00			2838	\$42,870.00
0.8	\$872.50			0.8	\$872.50
2	\$1,900.00			2	\$1,900.00
27.46	\$11,870.50			27.46	\$11,870.50
7	\$5,250.00			7	\$5,250.00
0				0	
1	\$500.00			1	\$500.00
4.4	\$288.00			4.4	\$288.00
8	\$16.00			8	\$16.00
2838	\$42,870.00			2838	\$42,870.00
23	\$1,265.00			23	\$1,265.00
181	\$9,060.00			181	\$9,060.00
13	\$1,625.00			13	\$1,625.00
13	\$1,350.00			13	\$1,350.00
0.55	\$4,400.00			0.55	\$4,400.00
0	\$80.00			0	\$80.00
9	\$1,350.00			9	\$1,350.00
1070	\$2,676.00			1070	\$2,676.00
10	\$2,250.00			10	\$2,250.00
3	\$1,600.00			3	\$1,600.00
0.65	\$826.00			0.65	\$826.00
2	\$500.00			2	\$500.00
1166	\$11.05			1166	\$11.05
2.8	\$2,240.00			2.8	\$2,240.00
78	\$316.00			78	\$316.00
325	\$976.00			325	\$976.00
5676	\$25,087.50			5676	\$25,087.50
4	\$1,700.00			4	\$1,700.00
2	\$480.00			2	\$480.00
2613	\$5,228.00			2613	\$5,228.00
1	\$50.00			1	\$50.00
135	\$40.50			135	\$40.50
4306	\$1,484.04			4306	\$1,484.04
620					

PARTIAL PAY ESTIMATE 5 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, January 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
BASE BID				
1	2021.501	MOBILIZATION	LUMP SUM	\$70,000.00
2	2101.501	CLEARING	ACRE	\$5,000.00
3	2101.502	CLEARING	TREE	\$150.00
4	2101.506	GRUBBING	ACRE	\$5,000.00
5	2101.507	GRUBBING	TREE	\$150.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LN FT	\$10.00
7	2104.501	REMOVE WATER SERVICE PIPE	LN FT	\$10.00
8	2104.501	REMOVE CURB AND GUTTER	LN FT	\$5.00
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.80
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$6.00
11	2104.509	REMOVE CONCRETE APRON	EACH	\$50.00
12	2104.509	REMOVE CATCH BASIN	EACH	\$150.00
13	2104.509	REMOVE SIGN TYPE C	EACH	\$25.00
14	2104.509	REMOVE VALVE BOX	EACH	\$200.00
15	2104.509	REMOVE CURB STOP & BOX	EACH	\$300.00
16	2104.509	REMOVE DELINEATOR	EACH	\$25.00
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LN FT	\$5.00
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LN FT	\$3.00
19	2104.521	SALVAGE FENCE	LN FT	\$10.00
20	2104.523	SALVAGE SIGN	EACH	\$25.00
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$425.00
22	2104.523	SALVAGE PIPE APRON	EACH	\$100.00
23	2105.501	COMMON EXCAVATION (F)	CU YD	\$10.00
24	2105.505	MUCK EXCAVATION	CU YD	\$10.00
25	2105.522	COMMON BORROW (CV)	CU YD	\$9.40
26	2105.601	DEWATERING	LUMP SUM	\$82,000.00
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	\$20.00
28	2121.501	COMMON LABORERS	HR	\$85.00
29	2123.503	MOTOR GRADER	HR	\$170.00
30	2123.410	STREET SWEEPER (WITH PICKUP ROOM)	HR	\$100.00
31	2130.501	WATER	M GALLON	\$30.00
32	2211.501	AGGREGATE BASE CLASS 5	TON	\$20.00
33	2211.503	AGGREGATE BASE (CV), CLASS 5 (P)	CU YD	\$17.00
34	2320.501	TYPE 8P 5" WEARING COURSE MIXTURE (2.C)	TON	\$55.00
35	2501.514	18" RC PIPE CURBVERT	LN FT	\$31.50
36	2501.515	12" RC PIPE APRON	EACH	\$480.00
37	2501.516	18" RC PIPE APRON	EACH	\$475.00
38	2501.573	INSTALL PIPE APRON	EACH	\$150.00
39	2503.541	12" RC PIPE BEWER DES 3006 CL V	LN FT	\$28.00
40	2503.541	15" RC PIPE BEWER DES 3006 CL V	LN FT	\$30.00
41	2503.541	15" RC PIPE BEWER DES 3006 CL III	LN FT	\$32.00
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$980.00
43	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$2,400.00
44	2504.602	ADJUST VALVE BOX	EACH	\$200.00
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	\$450.00
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$510.00
47	2503.603	CLEAN AND VIDEO TAPE PIPE BEWER - MAINLINE	LN FT	\$1.25
48	2503.602	CLEAN AND VIDEO TAPE PIPE BEWER - SERVICE	LN FT	\$1.25
49	2506.602	CONNECT TO EXISTING WATER MAIN	EACH	\$950.00
50	2506.501	CONST DRAINAGE STRUCTURE DESIGN 50-49	LN FT	\$425.00
51	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LN FT	\$250.00
52	2506.516	CASTING ASSEMBLY	EACH	\$750.00
53	2506.512	ADJUST FRAME AND RING CASTING	EACH	\$350.00
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$500.00
55	2506.602	CONSTRUCT CONTROL STRUCTURE A	EACH	\$2,800.00
56	2511.501	RANDOM RIPRAP CLASS II	CU YD	\$65.00
57	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	\$7.00
58	2531.501	CONCRETE CURB AND GUTTER DESIGN 8024	LN FT	\$15.00
59	2531.505	CONCRETE MEDIAN	SQ YD	\$75.00
60	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$55.00
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$60.00
62	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$66.00
63	2531.616	TRUNCATED DOWNS	SQ FT	\$43.00
64	2540.602	MAIL BOX SUPPORT	EACH	\$125.00
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	\$100.00
66	2557.603	INSTALL FENCE	LN FT	\$20.00
67	2563.601	TRAFFIC CONTROL	LUMP SUM	\$8,000.00
68	2564.602	INSTALL SIGN	EACH	\$50.00
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	\$105.00
70	2564.602	FURNISH TYPE C SIGN	EACH	\$150.00
71	2573.502	SILT FENCE, TYPE MS	LN FT	\$2.50
72	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$225.00
73	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	\$600.00
74	2573.602	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1,500.00
75	2573.602	CULVERT END CONTROL	EACH	\$250.00
76	2574.508	FERTILIZER TYPE 1	POUND	\$1.00
77	2574.525	COMMON TOPSOIL BORROW	CU YD	\$0.01
78	2575.501	SEEDING	ACRE	\$800.00
79	2575.502	SEED MIXTURE 25-111	POUND	\$4.00
80	2575.502	SEED MIXTURE 25-131	POUND	\$3.00
81	2575.502	SEED MIXTURE 33-381	POUND	\$80.00
82	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50
83	2575.511	MULCH MATERIAL TYPE 3	TON	\$425.00
84	2575.519	DISK ANCHORING	ACRE	\$200.00
85	2575.523	EROSION CONTROL BLANK TB CATEGORY 3	SQ YD	\$2.00
86	2575.562	HYDRANT B MATRIX TYPE MULCH	POUND	\$1.20
87	2582.501	PAVEMENT MESSAGE PAINT	EACH	\$50.00
88	2582.502	4" SOLID LINE WHITE PAINT	LN FT	\$0.30
89	2582.502	8" SOLID LINE WHITE PAINT	LN FT	\$0.34
90	2582.502	4" SOLID LINE YELLOW PAINT	LN FT	\$0.30
91	2582.502	12" SOLID LINE YELLOW PAINT	LN FT	\$2.50
92	2582.502	4" BROWN LINE YELLOW PAINT	LN FT	\$0.30
93	2582.502	4" DOUBLE SOLID LINE YELLOW PAINT	LN FT	\$0.60
94	2800.4D	INSULATION (4" X 8" X 2" THICK)	SQ YD	\$20.00
95	2811.4A	6" PVC WATERMAIN PIPE	LN FT	\$20.00
96	2811.4A	8" PVC WATERMAIN PIPE	LN FT	\$22.00
97	2811.4A	10" PVC WATERMAIN PIPE	LN FT	\$25.00
98	2811.4A	12" PVC WATERMAIN PIPE	LN FT	\$28.50
99	2811.4A	1" POLYETHYLENE SERVICE PIPE	LN FT	\$13.00
100	2811.4A	1.5" POLYETHYLENE SERVICE PIPE	LN FT	\$13.00
101	2811.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,190.00
102	2811.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,575.00
103	2811.4B	10" GATE VALVE & BOX w/ ADAPTOR	EACH	\$2,425.00
104	2811.4B	12" BUTTERFLY VALVE & BOX w/ ADAPTOR	EACH	\$2,000.00
105	2811.4B	VALVE OPERATOR EXTENSION	EACH	\$140.00
106	2811.4C	1.5" CORPORATION STOP & SADDLE	EACH	\$655.00
107	2811.4D	1" CURB STOP & BOX	EACH	\$635.00
108	2811.4D	1.5" CURB STOP & BOX	EACH	\$1,050.00
109	2811.4E	HYDRANT	EACH	\$4,050.00
110	2811.4G	INSTALL HYDRANT & VALVE	EACH	\$1,440.00
111	2811.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$1.75
112	2811.4J	HYDRANT EXTENSION (12")	EACH	\$955.00
113	2811.4J	HYDRANT EXTENSION (18")	EACH	\$1,050.00
114	2811.4J	HYDRANT EXTENSION (24")	EACH	\$1,275.00
115	2811.4J	GATE VALVE BOX & ADAPTOR	EACH	\$435.00
116	2821.4A	8" PVC BEWER PIPE (SDR 26)	LN FT	\$24.50
117	2821.4A	10" PVC BEWER PIPE (SDR 26)	LN FT	\$27.00
118	2821.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	EACH	\$2,200.00
119	2821.4B	MANHOLE EXCESS DEPTH	LN FT	\$100.00
120	2821.4F	4" PVC SERVICE PIPE (SCH 40)	LN FT	\$80.00
121	2821.4F	6" PVC SERVICE PIPE (SCH 40)	LN FT	\$115.00
122	2821.4G	8" X 8" PVC WYE	EACH	\$370.00
123	2821.4G	10" X 8" PVC WYE	EACH	\$680.00

INGLEWOOD DRIVE, MUNICIPAL IMPROVEMENT 4105					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.4	\$26,000.00			0.40	\$26,000.00
0.2	\$1,000.00			0.35	\$1,750.00
				1.4	\$2,100.00
0.2	\$1,000.00			0.35	\$1,750.00
				1.7	\$2,550.00
				0.9	\$450.00
20	\$200.00			30	\$300.00
				0.08	\$40.00
7636	\$13,744.80			7636	\$13,744.80
49	\$294.00			166	\$998.00
				13	\$276.00
				2	\$400.00
				3	\$600.00
				4	\$100.00
				77	\$13.00
				421	\$1,283.00
				67	\$970.00
				10	\$250.00
				2	\$850.00
				2	\$200.00
				5241	\$52,410.00
				1002	\$10,000.00
				4711	\$44,854.40
		300	\$3,000.00	5011	\$47,854.40
				0.15	\$9,300.00
				10	\$850.00
				10	\$170.00
				10	\$1,000.00
				5	\$500.00
				2249	\$36,233.00
				2475	\$136,135.00
				112	\$3,064.00
				128	\$4,416.00
				2	\$800.00
				4	\$1,900.00
				2	\$300.00
				709	\$19,862.00
				383	\$11,460.00
				347	\$11,104.00
				2	\$400.00
				3	\$1,250.00
				8	\$2,080.00
				1	\$200.00
				2	\$400.00
				1	\$1,600.00
				2	\$1,000.00
				27.67	\$11,759.75
				32.71	\$8,177.50
				13	\$3,750.00
				8	\$2,800.00
				1	\$2,800.00
				0.75	\$2,100.00
				33	\$2,450.00
				116	\$2,312.00
				4303	\$65,445.00
				160	\$7,500.00
				285	\$15,875.00
				4	\$50.00
				174.1	\$7,992.00
				205	\$8,260.00
				2	\$250.00
				2	\$200.00
				0.80	\$3,200.00
				10	\$800.00
				42	\$4,410.00
				42	\$6,300.00
				1205	\$3,012.50
				12	\$2,925.00
				3	\$1,650.00
				0.3	\$450.00
				0.4	\$900.00
				389	\$359.00
				1146	\$11.46
				3.3	\$2,640.00
				14	\$336.00
				217	\$485.00
				14	\$840.00
				4360	\$19,820.00
				4	\$1,700.00
				2.1	\$420.00
				2341	\$4,087.00
				1771	\$2,302.30
				12	\$600.00
				690	\$174.00
				3169	\$1,074.00

PARTIAL PAY ESTIMATE 5 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, January 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
BASE BID				
1	2101.501	MOBILIZATION	LUMP SUM	\$70,000.00
2	2101.501	CLEANING	ACRE	\$5,000.00
3	2101.502	CLEARING	TREE	\$160.00
4	2101.506	GRUBBING	ACRE	\$5,000.00
5	2101.507	GRUBBING	TREE	\$150.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$10.00
7	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$10.00
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$5.00
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SO YD	\$1.80
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SO YD	\$6.00
11	2104.508	REMOVE CONCRETE APRON	EACH	\$50.00
12	2104.509	REMOVE CATCH BASIN	EACH	\$400.00
13	2104.509	REMOVE SIGN TYPE C	EACH	\$25.00
14	2104.509	REMOVE VALVE BOX	EACH	\$200.00
15	2104.509	REMOVE CURB STOP & BOX	EACH	\$300.00
16	2104.509	REMOVE DELINEATOR	EACH	\$25.00
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.00
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.00
19	2104.521	SALVAGE FENCE	LIN FT	\$10.00
20	2104.523	SALVAGE SIGN	EACH	\$25.00
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$425.00
22	2104.523	SALVAGE PIPE APRON	EACH	\$100.00
23	2105.501	COMMON EXCAVATION (P)	CU YD	\$10.00
24	2105.505	MUCK EXCAVATION (CV)	CU YD	\$10.00
25	2105.502	COMMON BORROW (CV)	CU YD	\$8.40
26	2105.601	DEWATERING	LUMP SUM	\$62,000.00
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	\$20.00
28	2123.501	COMMON LABORERS	TON	\$65.00
29	2123.503	MOTOR GRADER	TON	\$30.00
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	TON	\$170.00
31	2130.501	WATER	M GALLON	\$30.00
32	2211.501	AGGREGATE BASE CLASS 5	TON	\$20.00
33	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$17.00
34	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	TON	\$55.00
35	2501.514	18" RC PIPE CURB	LIN FT	\$34.50
36	2501.515	12" RC PIPE APRON	EACH	\$400.00
37	2501.515	18" RC PIPE APRON	EACH	\$475.00
38	2501.573	INSTALL PIPE APRON	EACH	\$150.00
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	\$28.00
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$30.00
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	\$32.00
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$900.00
43	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$2,400.00
44	2504.602	ADJUST VALVE BOX	EACH	\$200.00
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	\$450.00
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$750.00
47	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LIN FT	\$1.25
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LIN FT	\$1.25
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$950.00
50	2506.501	CONEST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$425.00
51	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$250.00
52	2506.516	CASTING ASSEMBLY	EACH	\$75.00
53	2506.522	ADJUST FRAME AND RING CASTING	EACH	\$350.00
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$500.00
55	2506.602	CONSTRUCT CONTROL STRUCTURE A	EACH	\$2,800.00
56	2511.501	RANDOM RIPRAP CLASS III	CU YD	\$65.00
57	2511.515	GEOTEXTILE FILTER TYPE IV	SO YD	\$2.00
58	2511.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$15.00
59	2531.503	CONCRETE MEDIAN	SO YD	\$75.00
60	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SO YD	\$55.00
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SO YD	\$60.00
62	2531.604	8" CONCRETE VALLEY GUTTER	SO YD	\$65.00
63	2531.618	TRUNCATED CONES	SO FT	\$40.00
64	2540.602	MAIL BOX SUPPORT	EACH	\$125.00
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	\$100.00
66	2557.603	INSTALL FENCE	LIN FT	\$20.00
67	2553.601	TRAFFIC CONTROL	LUMP SUM	\$8,000.00
68	2564.602	INSTALL SIGN	EACH	\$60.00
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	\$105.00
70	2564.602	FURNISH TYPE C SIGN	EACH	\$150.00
71	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.50
72	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$225.00
73	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	\$600.00
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1,500.00
75	2573.602	CULVERT END CONTROLS	EACH	\$250.00
76	2574.508	FERTILIZER TYPE 1	POUND	\$1.00
77	2574.625	COMMON TOPSOIL BORROW	CU YD	\$0.61
78	2575.501	SEEDING	ACRE	\$600.00
79	2575.502	SEED MIXTURE 22-111	POUND	\$4.00
80	2575.502	SEED MIXTURE 26-131	POUND	\$3.00
81	2575.502	SEED MIXTURE 33-361	POUND	\$60.00
82	2575.505	SODDING TYPE LAWN	SO YD	\$4.50
83	2575.511	MULCH MATERIAL TYPE 3	TON	\$425.00
84	2575.519	DISK ANCHORING	ACRE	\$200.00
85	2575.623	EROSION CONTROL BLANKETS CATEGORY 3	SO YD	\$2.00
86	2575.662	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.30
87	2582.501	PAVEMENT MESSAGE-PAINT	EACH	\$50.00
88	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	\$0.30
89	2582.502	8" SOLID LINE WHITE-PAINT	LIN FT	\$0.34
90	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	\$0.30
91	2582.502	12" SOLID LINE YELLOW-PAINT	LIN FT	\$2.60
92	2582.502	4" BROKEN LINE YELLOW-PAINT	LIN FT	\$0.30
93	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	\$0.80
94	2600.4D	INSULATION (4" x 8" x 2" THICK)	SO YD	\$20.00
95	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	\$20.00
96	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$22.00
97	2611.4A	10" PVC WATERMAIN PIPE	LIN FT	\$25.00
98	2611.4A	12" PVC WATERMAIN PIPE	LIN FT	\$28.50
99	2611.4A	1" POLYETHYLENE SERVICE PIPE	LIN FT	\$13.00
100	2611.4A	1.5" POLYETHYLENE SERVICE PIPE	LIN FT	\$13.00
101	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,150.00
102	2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,575.00
103	2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	EACH	\$2,400.00
104	2611.4B	12" BUTTERFLY VALVE & BOX w/ ADAPTOR	EACH	\$2,000.00
105	2611.4B	VALVE OPERATOR EXTENSION	EACH	\$140.00
106	2611.4C	1.5" CORPORATION STOP & SADDLE	EACH	\$655.00
107	2611.4D	1" CURB STOP & BOX	EACH	\$835.00
108	2611.4D	1.5" CURB STOP & BOX	EACH	\$1,600.00
109	2611.4E	HYDRANT	EACH	\$4,050.00
110	2611.4G	INSTALL HYDRANT & VALVE	EACH	\$1,440.00
111	2611.4J	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$1.75
112	2611.4J	HYDRANT EXTENSION (12")	EACH	\$585.00
113	2611.4J	HYDRANT EXTENSION (18")	EACH	\$700.00
114	2611.4J	HYDRANT EXTENSION (30")	EACH	\$875.00
115	2611.4J	GATE VALVE BOX & ADAPTOR	EACH	\$435.00
116	2621.4A	8" PVC SEWER PIPE (SDR 26)	LIN FT	\$24.50
117	2621.4A	10" PVC SEWER PIPE (SDR 26)	LIN FT	\$27.00
118	2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	EACH	\$2,200.00
119	2621.4B1	MANHOLE EXCESS DEPTH	LIN FT	\$100.00
120	2621.4F	4" PVC SERVICE PIPE (SCH 40)	LIN FT	\$80.00
121	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$15.00
122	2621.4G	8" X 6" PVC WYE	EACH	\$570.00
123	2621.4G	10" X 6" PVC WYE	EACH	\$690.00

TOTALS					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	\$70,000.00			1	\$70,000.00
0.52	\$2,600.00			0.52	\$2,600.00
58	\$8,700.00			58	\$8,700.00
0.52	\$2,600.00			0.52	\$2,600.00
58	\$8,700.00			58	\$8,700.00
22	\$220.00			22	\$220.00
20	\$200.00			20	\$200.00
76	\$380.00			76	\$380.00
16266	\$29,278.80			16266	\$29,278.80
49	\$294.00			49	\$294.00
1	\$50.00			1	\$50.00
1	\$100.00			1	\$100.00
19	\$475.00	2	\$50.00	17	\$425.00
2	\$400.00			2	\$400.00
3	\$900.00			3	\$900.00
5	\$125.00			5	\$125.00
441	\$2,205.00			441	\$2,205.00
330	\$990.00			330	\$990.00
357	\$3,570.00			357	\$3,570.00
20	\$500.00			20	\$500.00
2	\$850.00			2	\$850.00
2	\$200.00			2	\$200.00
7512	\$75,120.00			7512	\$75,120.00
1000	\$10,000.00			1000	\$10,000.00
7191	\$87,595.40	560	\$5,264.00	7511	\$70,603.40
0.95	\$58,900.00			0.95	\$58,900.00
26	\$520.00			26	\$520.00
30	\$2,565.00			30	\$2,565.00
20	\$3,400.00			20	\$3,400.00
32	\$3,200.00			32	\$3,200.00
100	\$3,000.00			100	\$3,000.00
173	\$3,460.00			173	\$3,460.00
4304	\$73,168.00			4304	\$73,168.00
9421	\$28,165.00			9421	\$28,165.00
112	\$3,854.00			112	\$3,854.00
5	\$2,000.00			5	\$2,000.00
4	\$1,900.00			4	\$1,900.00
2	\$300.00			2	\$300.00
1203	\$33,684.00			1203	\$33,684.00
768	\$22,040.00			768	\$22,040.00
678	\$21,696.00			678	\$21,696.00
1	\$900.00			1	\$900.00
1	\$2,400.00			1	\$2,400.00
2	\$400.00			2	\$400.00
3	\$1,350.00			3	\$1,350.00
6	\$3,060.00			6	\$3,060.00
2770	\$3,462.50			2770	\$3,462.50
778	\$972.50			778	\$972.50
2	\$1,800.00			2	\$1,800.00
55.13	\$24,300.25			55.13	\$24,300.25
32.71	\$8,127.50			32.71	\$8,127.50
20	\$15,000.00			20	\$15,000.00
9	\$3,150.00			9	\$3,150.00
1	\$500.00			1	\$500.00
1	\$2,800.00			1	\$2,800.00
61.4	\$3,991.00			61.4	\$3,991.00
227	\$1,101.00			227	\$1,101.00
7110	\$106,650.00			7110	\$106,650.00
93	\$6,975.00			93	\$6,975.00
183	\$10,065.00			183	\$10,065.00
135	\$8,100.00			135	\$8,100.00
114	\$4,600.00			114	\$4,600.00
164	\$6,560.00			164	\$6,560.00
15	\$1,875.00			15	\$1,875.00
15	\$1,500.00			15	\$1,500.00
347	\$6,940.00			347	\$6,940.00
1	\$8,000.00			1	\$8,000.00
20	\$1,600.00			20	\$1,600.00
13	\$1,365.00			13	\$1,365.00
22	\$3,300.00			22	

PARTIAL PAY ESTIMATE 5 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, January 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
ALTERNATE BID A				
1A	2101.501	CLEARING	ACRE	\$15,000.00
2A	2101.506	GRUBBING	ACRE	\$15,000.00
3A	2105.601	DEWATERING	LUMP SUM	\$70,000.00
4A	2123.501	COMMON LABORERS	HOURL	\$85.00
5A	2123.503	MOTOR GRADER	HOURL	\$160.00
6A	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.50
7A	2574.508	FERTILIZER TYPE 1	POUND	\$1.00
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	\$20.00
9A	2575.501	SEEDING	ACRE	\$800.00
10A	2575.502	SEED MIXTURE 25-131	POUND	\$3.00
11A	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$8.00
13A	2600.4D	INSULATION (4" x 8" x 2" THICK)	SQ YD	\$29.00
14A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$47.00
15A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$25.00
16A	2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	\$53.00
17A	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,200.00
18A	2611.4E	HYDRANT	EACH	\$4,100.00
19A	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$2.35
20A	-	8" WET TAP	EACH	\$4,300.00
CHANGE ORDER 3				
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	\$1,440.00
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	\$5,272.00
3		WORK AROUND 6" GAS MAIN	LUMP SUM	\$1,350.00
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	\$12,958.38
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	\$9,753.87

CONTRACT		TOTALS		TOTAL TO DATE	
THIS PERIOD		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.05	\$750.00			0.075	\$1,125.00
0.05	\$3,500.00			0.05	\$3,500.00
5	\$425.00				
5	\$800.00				
50	\$125.00				
27	\$27.00				
49	\$980.00				
0.1	\$80.00				
27	\$81.00				
116	\$522.00				
142	\$1,138.00				
0.3	\$125.00			3.5	\$70.00
5	\$282.00			7	\$329.00
175	\$4,375.00			116	\$2,800.00
865	\$45,845.00	613	\$32,480.00	922	\$48,866.00
1	\$1,200.00			1	\$1,200.00
1	\$4,100.00			1	\$4,100.00
615	\$1,445.25			785	\$1,844.75
1	\$4,300.00			1	\$4,300.00
1	\$1,440.00	1	\$1,440.00	1	\$1,440.00
1	\$5,272.00	1	\$5,272.00	1	\$5,272.00
1	\$1,350.00	1	\$1,350.00	1	\$1,350.00
1	\$12,958.38	1	\$12,958.38	1	\$12,958.38
1	\$9,753.87	1	\$9,753.87	1	\$9,753.87

TOTALS:	\$1,560,803.62	\$68,577.25	\$1,553,037.17
AMOUNT RETAINED:		\$5,096.62	\$114,182.21
RETAINAGE RELEASED		\$0.00	
PREVIOUS PAYMENTS			\$1,375,374.33
AMOUNT DUE:		\$63,480.63	\$63,480.63

ISLE DRIVE OFFICE PARK STORMWATER MANAGEMENT PLAN

SWMP GENERAL PARAMETERS

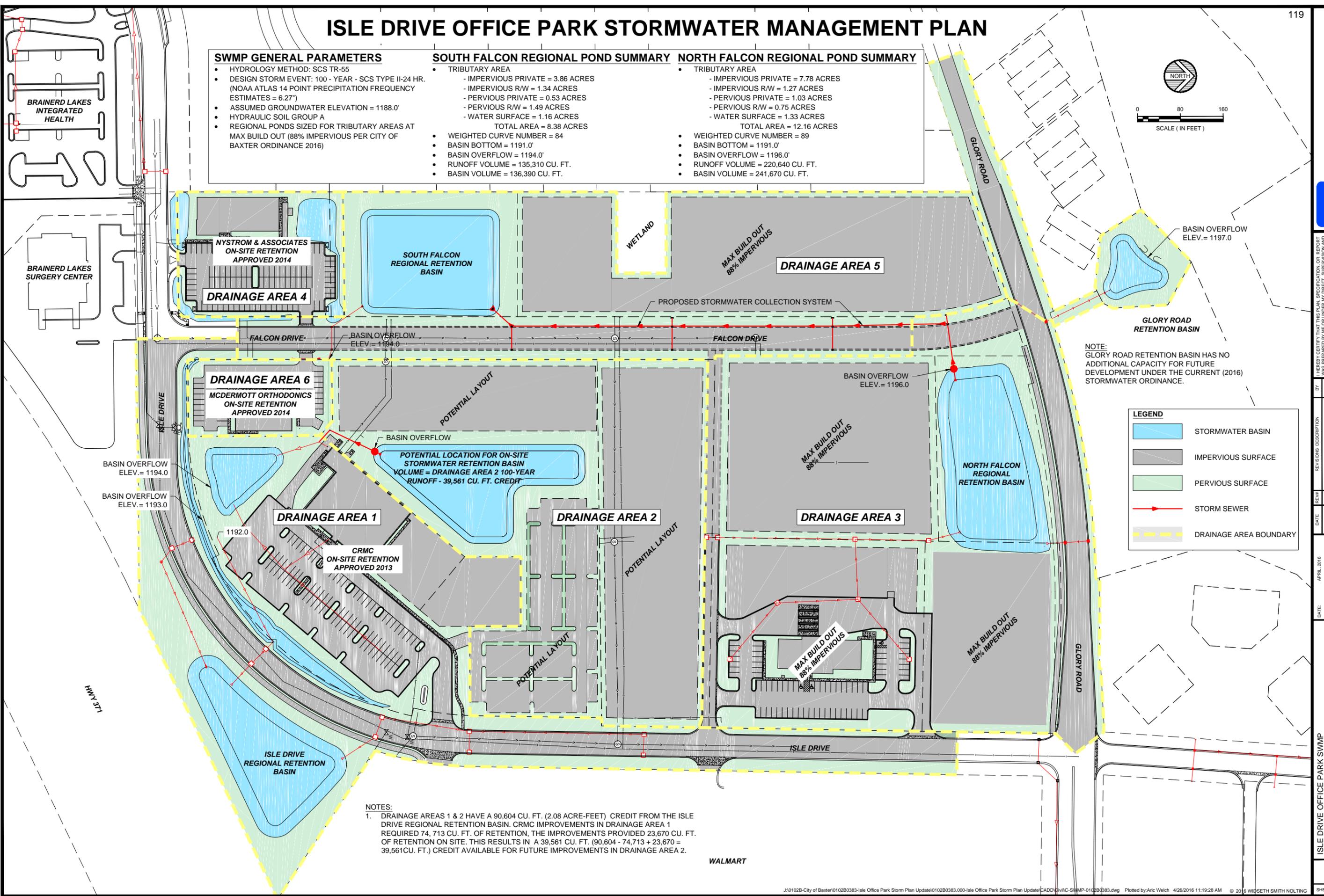
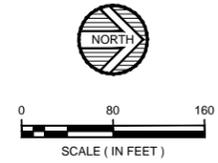
- HYDROLOGY METHOD: SCS TR-55
- DESIGN STORM EVENT: 100 - YEAR - SCS TYPE II-24 HR. (NOAA ATLAS 14 POINT PRECIPITATION FREQUENCY ESTIMATES = 6.27")
- ASSUMED GROUNDWATER ELEVATION = 1188.0'
- HYDRAULIC SOIL GROUP A
- REGIONAL PONDS SIZED FOR TRIBUTARY AREAS AT MAX BUILD OUT (88% IMPERVIOUS PER CITY OF BAXTER ORDINANCE 2016)

SOUTH FALCON REGIONAL POND SUMMARY

- TRIBUTARY AREA
 - IMPERVIOUS PRIVATE = 3.86 ACRES
 - IMPERVIOUS R/W = 1.34 ACRES
 - PERVIOUS PRIVATE = 0.53 ACRES
 - PERVIOUS R/W = 1.49 ACRES
 - WATER SURFACE = 1.16 ACRES
 - TOTAL AREA = 8.38 ACRES
- WEIGHTED CURVE NUMBER = 84
- BASIN BOTTOM = 1191.0'
- BASIN OVERFLOW = 1194.0'
- RUNOFF VOLUME = 135,310 CU. FT.
- BASIN VOLUME = 136,390 CU. FT.

NORTH FALCON REGIONAL POND SUMMARY

- TRIBUTARY AREA
 - IMPERVIOUS PRIVATE = 7.78 ACRES
 - IMPERVIOUS R/W = 1.27 ACRES
 - PERVIOUS PRIVATE = 1.03 ACRES
 - PERVIOUS R/W = 0.75 ACRES
 - WATER SURFACE = 1.33 ACRES
 - TOTAL AREA = 12.16 ACRES
- WEIGHTED CURVE NUMBER = 89
- BASIN BOTTOM = 1191.0'
- BASIN OVERFLOW = 1196.0'
- RUNOFF VOLUME = 220,640 CU. FT.
- BASIN VOLUME = 241,670 CU. FT.



NOTE:
GLORY ROAD RETENTION BASIN HAS NO ADDITIONAL CAPACITY FOR FUTURE DEVELOPMENT UNDER THE CURRENT (2016) STORMWATER ORDINANCE.

LEGEND

- STORMWATER BASIN
- IMPERVIOUS SURFACE
- PERVIOUS SURFACE
- STORM SEWER
- DRAINAGE AREA BOUNDARY

NOTES:
1. DRAINAGE AREAS 1 & 2 HAVE A 90,604 CU. FT. (2.08 ACRE-FEET) CREDIT FROM THE ISLE DRIVE REGIONAL RETENTION BASIN. CRMC IMPROVEMENTS IN DRAINAGE AREA 1 REQUIRED 74,713 CU. FT. OF RETENTION, THE IMPROVEMENTS PROVIDED 23,670 CU. FT. OF RETENTION ON SITE. THIS RESULTS IN A 39,561 CU. FT. (90,604 - 74,713 + 23,670 = 39,561 CU. FT.) CREDIT AVAILABLE FOR FUTURE IMPROVEMENTS IN DRAINAGE AREA 2.

WALMART



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

DATE	SCALE	DATE	REVISION DESCRIPTION
APRIL 2016	AS SHOWN		
	DRAWN BY: T.A.P.		
	CHECKED BY: A.L.W.		
	SUB NUMBER: 0102B0383.000		

City of Baxter Annual Progress Report on the 2015 Stormwater Permit Activities

May 17, 2016



Annual Report Requirements

- Status of compliance with the MS4 permit conditions.
- Appropriateness of the Best Management Practices (BMPs).
- Progress toward achieving Measurable Goals (MGs).
- Educate the public on the importance of stormwater management.
- Opportunity for public to comment on the SWPPP or implementation procedures.

Who Does This Work

City Staff

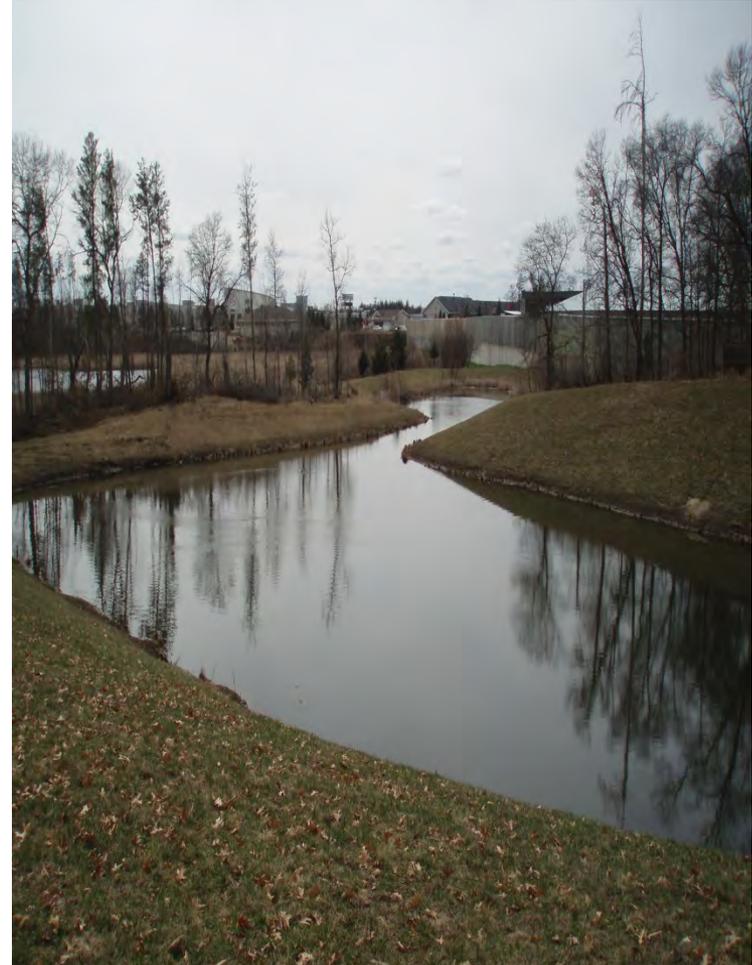
- Public Works
- Parks & Trails
- GIS/IS Department
- Police Department
- Fire Department

Partner Organizations

- Crow Wing County
- Crow Wing Power
Green Touch Program
- CWC Soil & Water
- Mississippi Headwaters
Board
- Northland Arboretum
- Individual Volunteers

City of Baxter at a Glance

- Stormwater Discharge Points
 - 5 Lakes
 - 224 Storm Ponds
 - 9 Wetlands



City of Baxter at a Glance

Streets and Drains

- 85 miles of road
- 1,373 storm drains
- 155 culverts

Sanitary Sewer

- 74 miles of pipe
- 23 lift stations



MCM No. 1 – Public Education

- Water quality article in the Spring 2015 newsletter
- Informational handouts at City Hall



MCM No. 2 - Public Participation

- Public meeting on 2015 annual progress report.
- Yearly meeting with regulatory agencies to discuss stormwater (MPCA) and wellhead protection (MDH).
- Continuation of leaf drop off site in the spring and fall.



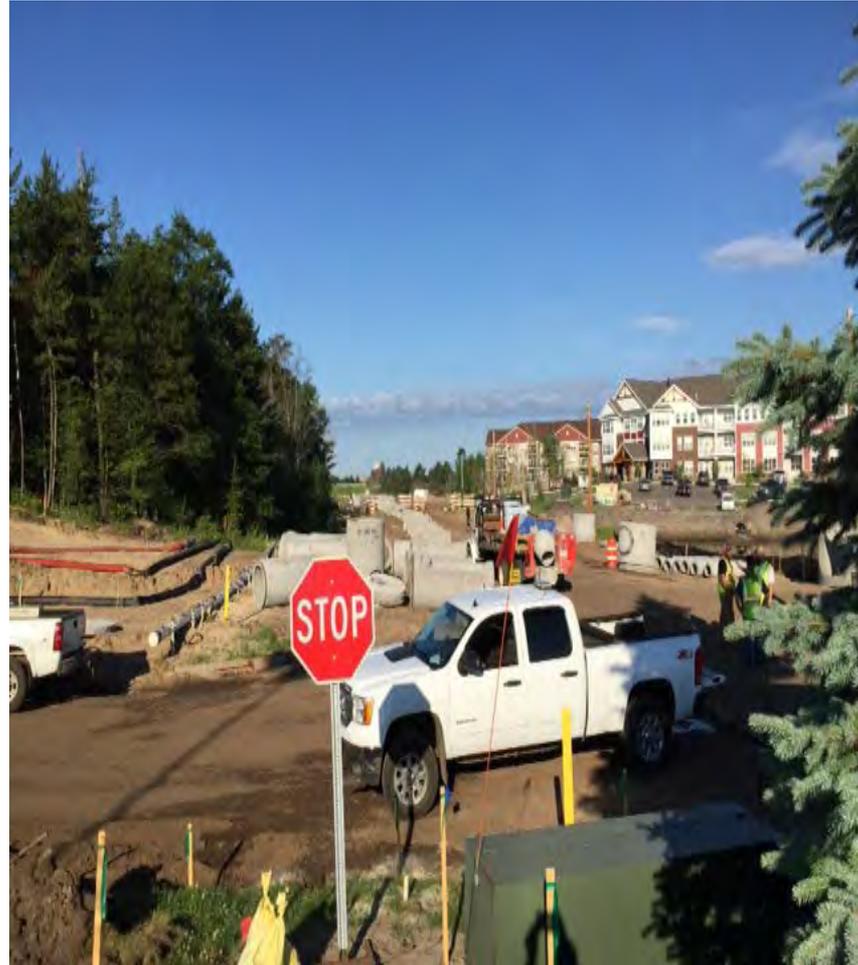
MCM No. 3 – Illicit Discharges

- An illicit discharge is any discharge to a municipal separate storm sewer system with the exception of;
 - ✓ Water from any roof.
 - ✓ Surface water runoff from natural precipitation or water obtained from the municipal water supply.
 - ✓ Water from a ground water sump pump.
 - ✓ Water from a footing around the foundation of a structure
 - ✓ Water from a swimming pool that originated from the municipal water supply.



MCM No. 4 – Construction Site SWM

- Eight New Commercial Site Inspections
- 12 New Residential Site Inspections



MCM No. 5 – Post Construction SWM



MCM No. 6 – Good Housekeeping

- Swept 81 miles of bituminous roadway
- Work orders issued and completed for:
 - Storm sewers
 - Manholes
 - Ditches and drainage ways
 - Ponds
 - Brush, tree, weed clearing

MCM 6 – Good Housekeeping

- Broadmoor Drive
48 inch Storm Sewer Repair



- Stormwater Outlet No. 251 Cleaning



Summary under current MS4 Permit Requirements

- Ongoing reporting and record keeping required
- Status of compliance with permit conditions:
 - ACCEPTABLE
- Best Management Practices:
 - APPROPRIATE
- Progress toward achieving Measurable Goals:
 - ACCEPTABLE
- Changes in BMP's and MGS:
 - NONE

New MS4 Permit

- Effective August 1, 2013
- More inspections and documentation required
- Involvement by ALL employees and ALL departments



How Can You Get Involved?

- Pass on information about the storm water program to other community residents.
- Report any storm water issues to:

City of Baxter
Public Works Department
(218) 454-5115
E-mail: publicworks@baxtermn.gov



REQUEST FOR COUNCIL ACTION

05/17/16

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

Item Description: Certification of Delinquent Utility Bills, Invoices, and Abatement Charges

- Hold Public Hearing at 7:00 p.m. or shortly thereafter
- Adopt Resolution 2016-039, Adopting Assessments for Unpaid Delinquent Utility Bills, Invoices, and Abatement Charges

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. After holding the public hearing, the council considers adopting a resolution (see attached) to certify the outstanding delinquent balance with accrued interest and fees to the following year's property taxes.

The listing of outstanding, delinquent accounts and invoices will be updated prior to the public hearing. An updated list will be distributed at the public hearing.

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 holding the public hearing for the certification of the delinquent city utility bills for usage through January 2016. There are no delinquent invoices to certify at this time. Upon completion of the public hearing, it is further recommended to adopt the attached resolution certifying the unpaid delinquent utility bills and invoices to the 2017 property taxes of the respective parcels.

COUNCIL ACTION REQUESTED

- Hold Public Hearing for the Certification of Delinquent Utility Bills, Invoices, and Abatement Charges at 7:00 p.m. or shortly thereafter.
- Adopt Resolution 2016-039, Adopting Assessments for Unpaid Delinquent Utility Bills, Invoices, and Abatement Charges for Collection with the 2017 Property Taxes

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF
BAXTER, MINNESOTA

HELD: May 17, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Baxter, Minnesota, was duly called and held at the City Hall in said city on the 17th day of May, 2016, at 7:00 o'clock P.M.

The following members were present: _____
and the following were absent: _____.

Member _____ introduced the following resolution, and moved its adoption:

RESOLUTION NO. 2016-039

**A RESOLUTION ADOPTING ASSESSMENTS FOR UNPAID
DELINQUENT UTILITY BILLS, INVOICES, AND ABATEMENT CHARGES**

WHEREAS, pursuant to proper notice duly given as required by law, the City Council (the "City Council" of the City of Baxter (the "City")) has met, heard, and passed upon all objections to the proposed assessments for unpaid charges for municipal fees and utilities; and

WHEREAS, the amounts of bad debt have been minimized through diligent collection efforts by staff.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Baxter, Minnesota:

1. Such proposed assessment for unpaid charges, a copy of which is hereby attached as Exhibit 1 and made a part hereof, is hereby accepted and shall constitute the assessments against the lands named herein, along with accrued late fees, interest, and certification charges.
2. Such assessment shall be payable over a period of one year on or before the first Monday in January.
3. The owner of the property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to date of payment, to the City Director of Finance, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. The taxpayer may at any time thereafter, but prior to December 31 of the current year, pay to the City Director of Finance the entire amount of the assessment remaining unpaid, with accrued interest and other charges. Such payment must be made before December 31, 2016, or the assessment

will be certified for collection on the following year's property taxes with interest for the entire year.

- 4. The Finance Director/Deputy Clerk shall forthwith transmit a certified copy of this assessment roll to the County Auditor to be extended on the property tax lists of the county and such assessments shall be collected and paid over in the same manner as property taxes collected in 2017 with interest at 7.0% per annum and a certification fee of \$25 per unpaid bill assessed.

The motion for the adoption of the foregoing resolution was duly seconded by member _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same: _____.

Whereupon said resolution was declared to have been duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF CROW WING
CITY OF BAXTER

I, the undersigned, being the duly qualified and acting Deputy Clerk of the City of Baxter, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in the office of the City Clerk, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the certification of delinquent utility bills, invoices, and abatement charges for 2016 of said City.

WITNESS my hand this 17th day of May, 2016.

Jeremy S. Vacinek
Finance Director/Deputy Clerk

EXHIBIT 1 – Delinquent Utility Bills, Invoices, and Abatement Charges *(to be Distributed at the May 17, 2016 Public Hearing)*

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss. Authenticating Certificate
CITY OF BAXTER)

I, the undersigned, being the duly qualified Deputy City Clerk of the City of Baxter, certify the attached Resolution of the City Council adopting an assessment for unpaid charges under Sections 4-4-6, 8-1-9, 8-2-14, 8-4-4 and 9-6-6E of the City Code, is a true copy of the original, of which is on file at the City of Baxter.

Dated this 17th day of May, 2016.

Jeremy S. Vacinek
Finance Director/Deputy Clerk

**CITY OF BAXTER, MINNESOTA
ORDINANCE 2016-017**

AN ORDINANCE AMENDING TITLE 10 ZONING REGULATIONS, CHAPTER 3, ARTICLE G (CONVENIENCE COMMERCIAL ZONING DISTRICT) TO ALLOW BREWERY AND BREWERY TAPROOM AS A PERMITTED USE (City File 2016-10)

THE CITY OF BAXTER ORDAINS:

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

ARTICLE G. C2 REGIONAL COMMERCIAL DISTRICT

10-3G-1: PERMITTED USES:

Brewery and Brewery Taproom

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

Whereupon, said Ordinance is hereby declared adopted on this 17th day of May 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
ORDINANCE 2016-018**

SUMMARY OF ORDINANCE NO. 2016-017

**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 2016-040**

**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 BREWERY AND BREWERY TAPROOM AS A PERMITTED USE
(City File 2016-10)**

WHEREAS, Jack Pine Brewery, initiated an amendment to the C-2, Convenience Commercial zoning district to allow Brewery and Brewery Taproom as a permitted 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;

WHEREAS, the City Council considered the Planning and Zoning Commission recommendation at their May 17, 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 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 proposed use would be consistent with the purpose and intent of the C-2 district.
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 17th day of May 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

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

AN ORDINANCE AMENDING THE CITY'S OFFICIAL ZONING MAP, WHICH IS ADOPTED AS ORDINANCE, PURSUANT TO TITLE 10, CHAPTER 3-2 OF THE CITY CODE TO RECLASSIFY CERTAIN LAND LOCATED AT THE SOUTHWEST CORNER OF ELMWOOD DRIVE AND FORTHUN ROAD (CITY FILE NUMBER 2016-11)

THE CITY OF BAXTER ORDAINS:

Section 1. Amendment of the City Code. Title 10 of the Zoning Ordinance of the City Code of the City of Baxter, Minnesota, is hereby amended by changing the classification on the City of Baxter Zoning Map from C-2 (Regional Commercial) to PUD (Planned Unit Development) for 8.87 acres at 13499 Elmwood Drive and legally described as follows:

That part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and that part of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4), all in Section Seven (7), Township One Hundred Thirty-Three (133), Range Twenty-Eight (28), Crow Wing County, Minnesota, described as follows:

Commencing at Point B-19 as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46, dated February 26, 1988, filed March 16, 1988, in the Crow Wing County Recorder's office as Document No. 524940, thence Easterly to Point B-20 on said plat, thence Southerly to Point B-26 on said plat, thence Westerly to Point B-24 on said plat, thence Northerly to the point of beginning, and there ending. Containing 8.31 acres, more or less.

TOGETHER WITH: That part of Parcel 18, MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46, Crow Wing County, Minnesota, according to the recorded plat thereof, described as follows:

Beginning at Point B26, said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46; thence South 00 degrees 18 minutes 53 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83/88, 39.96 feet along the southerly extension of a line drawn from Point B22, said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46 through said Point B26; thence North 89 degrees 22 minutes 58 seconds West 611.33 feet to the intersection with a line distant 10.00 feet east of as measured at right angles to and parallel with a line drawn from Point B13, said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46; thence North 00 degrees 56 minutes 00 seconds East 40.00 feet along said parallel line to its intersection with

a line drawn from said Point B24 to said Point B26; thence South 89 degrees 22 minutes 44 seconds East 610.46 feet along said line to the point of beginning.

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

Whereupon, said Ordinance is hereby declared adopted on this 17th day of May 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-041**

**RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT
FOR "ELMWOOD ADDITION" FOR PROPERTY LOCATED AT 13499 ELMWOOD DRIVE
(CITY FILE NUMBER 2016-11)**

WHEREAS, Aldi Inc. ("the applicant") has requested approval of a preliminary and final plat on property located at 13499 Elmwood Drive, legally described as follows:

That part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and that part of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4), all in Section Seven (7), Township One Hundred Thirty-Three (133), Range Twenty-Eight (28), Crow Wing County, Minnesota, described as follows:

Commencing at Point B-19 as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46, dated February 26, 1988, filed March 16, 1988, in the Crow Wing County Recorder's office as Document No. 524940, thence Easterly to Point B-20 on said plat, thence Southerly to Point B-26 on said plat, thence Westerly to Point B-24 on said plat, thence Northerly to the point of beginning, and there ending. Containing 8.31 acres, more or less.

TOGETHER WITH: That part of Parcel 18, MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46, Crow Wing County, Minnesota, according to the recorded plat thereof, described as follows:

Beginning at Point B26, said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46; thence South 00 degrees 18 minutes 53 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83/88, 39.96 feet along the southerly extension of a line drawn from Point B22, said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46 through said Point B26; thence North 89 degrees 22 minutes 58 seconds West 611.33 feet to the intersection with a line distant 10.00 feet east of as measured at right angles to and parallel with a line drawn from Point B13, said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46; thence North 00 degrees 56 minutes 00 seconds East 40.00 feet along said parallel line to its intersection with a line drawn from said Point B24 to said Point B26; thence South 89 degrees 22 minutes 44 seconds East 610.46 feet along said line to the point of beginning.

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called a Public Hearing on May 10, 2016 and recommends approval, and;

WHEREAS, the City Council considered the Planning and Zoning Commission recommendation at their May 17, 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 to approve

preliminary and final plat, based on the finding that the standards in Title 11 of the Baxter Subdivision Ordinance are met. Specifically:

1. The subdivision does not landlock or otherwise impair convenient ingress and egress to or from the rear or side of the subject tract or any adjacent property;
2. The subdivision does not fall within the corridors of any planned or proposed street as shown upon the official map or approved area plans; and
3. The subdivision does not violate any local, state or federally adopted law, ordinance, regulation, plan or policy.

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

1. The approval of the preliminary and final plat is based on the plat and plans received by the city on April 19, 2016, except as may be amended by this resolution.
2. **Prior to Recording the plat**, the applicant shall:
 - a. Pay the required park dedication fee at the city's rate at the time of payment.
 - b. Submit plat recording checklist items as reviewed and approved by city staff.
 - c. Provide 10-feet of additional right-of-way on Elder Drive.
 - d. Provide right of way easements as needed to provide a right turn lane at the southeast corner of Elder Drive and Garrison Rd. to, as required by the traffic study.
 - e. Dedicated 30' x 30' site triangle at the intersection of Elder Drive and Forthun Road.
 - f. Dedicated 30' x 30' site triangle at the intersection of Forthun Road and Elmwood Drive.
 - g. Dedicated 30' x 30' site triangle at the intersection of Elder Drive and Garrison Road.
 - h. All water and sanitary sewer easements be dedicated on the plat.
3. A building permit is required prior to beginning any new construction.
4. No building permits shall be issued until the final plat, agreements, and easements are filed and recorded with Crow Wing County.
5. The final plat approval shall expire two years from of the date of this approval unless the applicant has recorded the plat or requested an extension in writing.

Whereupon, said Resolution is hereby declared adopted on this 17th day of May, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-042**

**RESOLUTION APPROVING A PUD, PLANNED UNIT DEVELOPMENT GENERAL PLAN
FOR A MULTI-TENANT RETAIL DEVELOPMENT LOCATED AT 13499 ELMWOOD DRIVE
(CITY FILE NUMBER 2016-11)**

WHEREAS, HJ Development, LLP (“the applicant”) has requested approval of a preliminary and final plat on property located at 13499 Elmwood Drive, legally described as follows:

That part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and that part of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4), all in Section Seven (7), Township One Hundred Thirty-Three (133), Range Twenty-Eight (28), Crow Wing County, Minnesota, described as follows:

Commencing at Point B-19 as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46, dated February 26, 1988, filed March 16, 1988, in the Crow Wing County Recorder's office as Document No. 524940, thence Easterly to Point B-20 on said plat, thence Southerly to Point B-26 on said plat, thence Westerly to Point B-24 on said plat, thence Northerly to the point of beginning, and there ending. Containing 8.31 acres, more or less.

TOGETHER WITH: That part of Parcel 18, MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46, Crow Wing County, Minnesota, according to the recorded plat thereof, described as follows:

Beginning at Point B26, said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46; thence South 00 degrees 18 minutes 53 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83/88, 39.96 feet along the southerly extension of a line drawn from Point B22, said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46 through said Point B26; thence North 89 degrees 22 minutes 58 seconds West 611.33 feet to the intersection with a line distant 10.00 feet east of as measured at right angles to and parallel with a line drawn from Point B13, said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-46; thence North 00 degrees 56 minutes 00 seconds East 40.00 feet along said parallel line to its intersection with a line drawn from said Point B24 to said Point B26; thence South 89 degrees 22 minutes 44 seconds East 610.46 feet along said line to the point of beginning.

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called a Public Hearing on May 10, 2016 and recommends approval, and;

WHEREAS, the City Council considered the Planning and Zoning Commission recommendation at their May 17, 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 to approve PUD general plan, based on the finding that the standards in Title 10 of the Baxter Zoning Ordinance are met. Specifically:

1. The PUD is consistent with the City's Comprehensive Plan ;
2. With the conditions in this resolution, the PUD is consistent with zoning ordinance requirements; and
3. The PUD does not violate any local, state or federally adopted law, ordinance, regulation, plan or policy.

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

1. The approval of the PUD General Plan and the development standards of the PUD are as indicated on the plans received by the city on April 19, 2016 and revised plans received on May 10, 2016, except as amended by this resolution.
2. The allowable uses for the PUD are any permitted or accessory uses allowed in the C-2, zoning district, except that pet stores shall be considered a permitted use. These uses shall be considered "permitted" in the PUD, provided they comply with all the development standards and conditions approved by City Council.
3. Development standards of the PUD shall be subject to zoning ordinance standards and the standards specifically listed in the C-2, District, except as specifically amended.
4. Approval of the PUD General Plan is contingent on the Rezoning to PUD and approval of the Preliminary and Final plat.
5. The PUD is subject to any conditions of approval submitted by the Architectural Review Commission.
6. A building permit is required prior to beginning any new construction.
7. **No building permits shall be issued until a PUD final plan is approved by city staff.**
8. **Prior to issuance of a building permits,** the applicant shall:
 - a. Record the final plat and any required agreements, or easements with Crow Wing County.
 - b. Enter into and record an approved development agreement.
 - c. Provide a pedestrian trail connection on the North side of Forthun Road to connect the north/south development sidewalk.
 - d. Provide a minimum low floor elevations as required by the City Code.
 - e. Provide a three foot separation from the bottom of ponding to the top of the ground water as required by the MPCA and NPDES permit.
 - f. The applicant shall provide a complete opaque year round screening of the loading docks per the May 10, 2016 landscaped plan. The screening trees shall be irrigated.
 - g. The applicant shall provide revised screening plan for any trash enclosures including a complete and opaque year-round screen. In addition the trash enclosure shall be included with the loading are and shall not be located in separate locations on the site.
 - h. The westerly access shall be moved north, as required by the traffic study.
 - i. The PUD shall be in compliance with all conditions of the Traffic Study.
 - j. Provide compliance with zoning review items related to the development plan.
 - k. Revise the landscape plan to add trees along Elmwood Drive for review and approval by staff.

I. Revise the landscape plan to add at least one overstory deciduous tree per parking lot island. The applicant may substitute two ornamental trees per island along the parking lot sidewalk island locations.

9. All signage shall require separate permits and shall be in conformance with the City's sign ordinance, except that two free standing signs are allowed with the PUD for the subject property. Each freestanding sign shall not exceed 300 square feet. The signs shall meet the standard 10 foot setback from property lines.

~~9.10.~~ The developer shall construct the turn lanes, as required by the traffic study or shall have the City construct the turn lanes and be assessed for the cost of the turn lane improvements.

~~10.11.~~ The PUD General Plan shall expire one year from of the date of this approval unless the applicant has recorded the plat or commenced construction or has requested an extension in writing.

Whereupon, said Resolution is hereby declared adopted on this 17th day of May, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

REQUEST FOR COUNCIL ACTION

May 17th, 2016

Department Origination: Community Development

Agenda Item: Approve the architectural plans for Elmwood Addition located at 13449 Elmwood Drive, subject to the conditions of approval.

Approval Required: Simple Majority Vote

BACKGROUND

HJ Development, LLP has submitted an application for architectural review for an 89,179 square foot multi-tenant building located at 13499 Elmwood Drive. The applicant is proposing a four-tenant strip mall style building on the vacant lot between Costco and JC Penny. The applicant proposes the use of brick, natural stone, EIFS, architectural precast concrete panels, prefinished metal parapet cap and architectural glass as exterior building materials. The building includes stone piers around the entire structure for articulation to give the building a sense of architectural unity between the four separate tenant spaces. The building includes a flat roof and incorporates an earth tone color scheme including brown, tan, beige, and green accents; corporate color schemes are indicated on the attached elevations.

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

ARC Standard	Required	Proposed	Comments
Exterior Materials	See allowed C-1 and C-2 materials	EIFS	OK
		Brick	OK
		Natural Stone	OK
		Architectural glass	OK
		Architectural precast concrete panels	OK
		Prefinished metal (maximum 10% accent material)	It is unclear whether the prefinished metal exceeds the maximum 10 % requirement and therefore shall require recommendation by the Arc Commission and approval by the City Council.
Size/Mass	Proportional	Comparable to adjacent buildings	OK
Articulation – South/Side (facing JC	Max 50' Unbroken Expanse for faces	40-feet wide, articulation provided with projecting stone piers	OK

Penny	>60' and facing street		
<p>COMMENTS:</p> <p>1) Staff is concerned about the building having two designs. Staff recommended that the developer choose 1 wall design for the entire building to provide architectural unity. <i>The Architectural Review Commission recommended that the review be based on the ARC ordinance, which does not allow regulations based on multiple designs. he applicant shall choose 1 wall design for the entire building to provide architectural unity.</i></p>			
Articulation – West/Rear (facing Elder Drive)	Max 50' Unbroken Expanse for faces >60' and facing street	40-feet wide, articulation provided with projecting stone piers	OK
<p>COMMENTS:</p> <p>1) The sporting goods store includes a parapet that is 19'4". Staff is concerned about the extent of which the backs of the parapets would be visible from the back. Staff recommended that the ARC Commission consider a condition that the developer adds a parapet around the building to limit the view of the back of the parapet. At a minimum, the back of parapets shall include materials and color that match up with the west elevation. <i>The Architectural Review Commission recommended that no parapets are required but that the back of the parapet have a color that matches the primary color of the building, as required by the ARC ordinance.</i></p> <p>2) The applicant shall revise the elevation to show the loading wall and guard rail for review and approval by city staff.</p> <p>3) Staff is concerned about the building having two designs. Staff recommended that the developer choose 1 wall design for the entire building to provide architectural unity. <i>The Architectural Review Commission recommended that the review be based on the ARC ordinance, which does not allow regulations based on multiple designs.</i></p>			
Articulation – North/Side (facing Costco)	Max 50' Unbroken Expanse for faces >60' and facing street	48-feet wide, articulation provided with projecting stone piers and EIFS colonnades	OK
<p>COMMENTS:</p> <p>1) Staff is concerned about the building having two designs. Staff recommended that the developer choose 1 wall design for the entire building to provide architectural unity. <i>The Architectural Review Commission recommended that the review be based on the ARC ordinance, which does not allow regulations based on multiple designs.</i></p>			
Articulation – East/ Front (Facing 371)	Max 50' Unbroken Expanse for faces >60' and facing street	20-feet wide, articulation provided with projecting stone piers	OK

	COMMENTS: 1) Staff is concerned about the building having two designs. Staff recommended that the developer choose 1 wall design for the entire building to provide architectural unity. <i>The Architectural Review Commission recommended that the review be based on the ARC ordinance, which does not allow regulations based on multiple designs.</i>		
Accessory Structures	Existing building coordinated color	N/A	N/A
Color	Earth tone	Brown, tan, beige, green Franchise colors	OK Unknown
	COMMENTS: 1) It is unknown whether franchise colors meet the definition of earth tone colors. In addition, it is unknown if accent colors meet or exceed the 10% maximum requirement.		
Height/Roof Design	Flat or 6:12+	Flat	OK
Store Front Projection	COMMENTS: 1) The side elevation views do not show that the store front includes projections with columns, entrance canopies, etc. Staff has been made aware that there may be projections with the store front. The applicant shall update the elevations and site plan if projections are planned.		

FINANCIAL IMPLICATIONS

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

ARCHITECTURAL REVIEW COMMISSION

The Architectural Review Commission reviewed the application for architectural compliance with City Code and unanimously recommended approval of the submitted plan dated 5/10/2016 with all of staff comments except the comment regarding the requirement that the applicant shall choose one wall design for the entire building and the comment regarding the requirement that the applicant shall add a parapet wall around the entire building to limit the view of the back of the parapet. The Commission advised that as long as the applicant meets the zoning requirements relating to the back of parapet walls by painting it to match the primary color of the structure, they do not need to incorporate additional elements to lessen the impact of the exposed parapet back.

COUNCIL ACTION REQUESTED

MOTION to approve the architectural plans for Elmwood Addition located at 13449 Elmwood Drive, subject to the conditions of approval.

Conditions of Approval

- 1) Architectural review is based on plans dated May 10, 2016, except as amended by the following conditions of approval.
- 2) The development is subject to all requirements of the Architectural Review Ordinance.

- 3) The applicant shall provide an elevation plan and materials showing the loading dock retaining walls and guard rails.
- 4) It is unknown whether franchise colors meet the definition of earth tone colors. In addition, it is unknown if accent colors meet or exceed the 10% maximum requirement. The applicant shall provide information on colors and square footages to verify compliance with these requirements.
- 5) The side elevation views do not show that the store front includes projections with columns, entrance canopies, etc. Staff has been made aware that there may be projections with the store front. The applicant shall update the elevations and site plan if projections are planned.

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

AN ORDINANCE AMENDING THE CITY’S OFFICIAL ZONING MAP, WHICH IS ADOPTED AS ORDINANCE, PURSUANT TO TITLE 10, CHAPTER 3-2 OF THE CITY CODE TO RECLASSIFY CERTAIN LAND LOCATED AT 7361 GLORY ROAD (CITY FILE NUMBER 2016-12)

THE CITY OF BAXTER ORDAINS:

Section 1. Amendment of the City Code. Title 10 of the Zoning Ordinance of the City Code of the City of Baxter, Minnesota, is hereby amended by changing the classification on the City of Baxter Zoning Map from C-2 (Regional Commercial) to PUD (Planned Unit Development) for 1.35 acres at the Southwest corner of Glory Road and State Highway 371, legally described as follows:

That part of Outlot A, CENTRAL LAKES CROSSING, according to the recorded plat thereof, Crow Wing County, Minnesota

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

Whereupon, said Ordinance is hereby declared adopted on this 17th day of May 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-043**

**RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT
FOR “CENTRAL LAKES CROSSING 3RD ADDITION” FOR PROPERTY LOCATED AT 7361
GLORY ROAD (CITY FILE NUMBER 2016-12)**

WHEREAS, H.J. Development (“the applicant”) has requested approval of a preliminary and final plat on property located at 7361 Glory Road, legally described as follows:

That part of Outlot A, CENTRAL LAKES CROSSING, according to the recorded plat thereof, Crow Wing County, Minnesota

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called a Public Hearing on May 10, 2016 and recommends approval, and;

WHEREAS, the City Council considered the Planning and Zoning Commission recommendation at their May 17, 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 to approve preliminary and final plat, based on the finding that the standards in Title 11 of the Baxter Subdivision Ordinance are met. Specifically:

1. The subdivision does not landlock or otherwise impair convenient ingress and egress to or from the rear or side of the subject tract or any adjacent property;
2. The subdivision does not fall within the corridors of any planned or proposed street as shown upon the official map or approved area plans; and
3. The subdivision does not violate any local, state or federally adopted law, ordinance, regulation, plan or policy.

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

1. The approval of the preliminary and final plat is based on the plat and plans received by the city on April 19, 2016, except as amended by this resolution.
2. **Prior to Recording the plat**, the applicant shall:
 - a. Pay the required park dedication fee at the city’s rate at the time of payment.
 - b. Submit plat recording checklist items as reviewed and approved by city staff.
 - c. Provide 10-feet of additional right-of-way on Glory Road and move the building and parking lot at least 10 feet to the south.
 - d. Remove the two outlots from the plat and create one buildable lot for the site.
 - e. All water and sanitary sewer easements be dedicated on the plat.

- f. Submit a cross access easement for review and approval by the City Attorney between the subject site and the property to the south. The cross access easement shall be recorded with the plat.
 - g. Submit a revised cross access easement as needed for review and approval by the City Attorney between the subject site and the property to the east. If revisions are required to the cross access easement, the revisions shall be made and the revised cross access easement shall be recorded with the plat.
- 3. A building permit is required prior to beginning any new construction.
 - 4. No building permits shall be issued until the final plat, agreements, and easements are filed and recorded with Crow Wing County.
 - 5. The final plat approval shall expire two years from of the date of this approval unless the applicant has recorded the plat or requested an extension in writing.

Whereupon, said Resolution is hereby declared adopted on this 17th day of May, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-044**

**RESOLUTION APPROVING A PUD, PLANNED UNIT DEVELOPMENT GENERAL PLAN
FOR A MULTI-TENANT RETAIL DEVELOPMENT LOCATED AT 7361 GLORY ROAD (CITY
FILE NUMBER 2016-12)**

WHEREAS, HJ Development, LLP (“the applicant”) has requested approval of a preliminary and final plat on property located at 7361 Glory Road, legally described as follows:

That part of Outlot A, CENTRAL LAKES CROSSING, according to the recorded plat thereof, Crow Wing County, Minnesota

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called a Public Hearing on May 10, 2016 and recommends approval, and;

WHEREAS, the City Council considered the Planning and Zoning Commission recommendation at their May 17, 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 to approve PUD general plan, based on the finding that the standards in Title 10 of the Baxter Zoning Ordinance are met. Specifically:

1. The PUD is consistent with the City’s Comprehensive Plan;
2. With the conditions in this resolution, the PUD is consistent with the zoning ordinance requirements; and
3. The PUD does not violate any local, state or federally adopted law, ordinance, regulation, plan or policy.

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

1. The approval of the PUD General Plan and the development standards of the PUD are as indicated on the plans received by the city on April 19, 2016 and, except as amended by this resolution.
2. The allowable uses for the PUD are any permitted or accessory uses allowed in the C-2, zoning district. These uses shall be considered “permitted” in the PUD, provided they comply with all the development standards and conditions approved by City Council.
3. Development standards of the PUD shall be subject to zoning ordinance standards and the standards specifically listed in the C-2, District, except as specifically amended.

4. Approval of the PUD General Plan is contingent on the Rezoning to PUD and approval of the Preliminary and Final plat.
5. The PUD is subject to any conditions of approval submitted by the Architectural Review Commission.
6. A building permit is required prior to beginning any new construction.
7. **No building permits shall be issued until a PUD final plan is approved by city staff.**
8. **Prior to issuance of a building permits**, the applicant shall:
 - a. Record the final plat and any required agreements, or easements with Crow Wing County.
 - b. Enter into and record an approved development agreement
 - c. Revise plans to dedicate 10 feet of right-of-way along the North side of the site and move the building South at least 10 feet.
 - d. Provide a minimum low floor elevations as required by the City Code.
 - e. Provide a three foot separation from the bottom of ponding to the top of the ground water as required by the MPCA and NPDES permit.
 - f. Revise plans to increase to identify that the entire 30 foot drive aisle on the south side of the site would be built at this time.
 - g. Revise the landscape plan to meet or exceed the minimum tree requirements. The trees shall also be in compliance with priority placement requirements, minimum coniferous requirements, and the other requirements of the landscape ordinance.
 - h. A specific plan for any exterior trash enclosure shall be reviewed and approved by City staff to provide a fully opaque screen of the trash.
 - i. Revise the sign plan to reduce the sign area to 200 square feet.
 - j. Provide compliance with zoning review items related to the development plan.
9. All signage shall require separate permits and shall be in conformance with the City's sign ordinance.
- ~~9.10.~~ Approval of the PUD General plan is contingent on review and approval by MNDOT.
- ~~10.11.~~ The PUD General Plan shall expire one year from of the date of this approval unless the applicant has recorded the plat or commenced construction or has requested an extension in writing.

Whereupon, said Resolution is hereby declared adopted on this 17th day of May, 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal

REQUEST FOR COUNCIL ACTION

May 17th, 2016

Department Origination: Community Development

Agenda Item: Approve the architectural plans for Central Lakes Crossing 3rd Addition located at 7361 Glory Road, subject to conditions of approval.

Approval Required: Simple Majority Vote

BACKGROUND

HJ Development, LLP has submitted an application for architectural review for a 6,911 square foot multi-tenant building located at 7361 Glory Road. The applicant is proposing a four-tenant strip mall style building in the southwest corner of Highway 371 and Glory Road. The applicant proposes the use of brick, natural stone, EIFS, and architectural glass as exterior building materials and incorporates stone piers around the entire structure for articulation and to give the building a sense of architectural unity between the four separate tenant spaces. The building makes use of a flat roof and incorporates an earth tone color scheme including brown, tan, beige, and green accents.

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

ARC Standard	Required	Proposed	Comments
Exterior Materials	See allowed C-1 and C-2 materials	EIFS	OK
		Brick	OK
		Stone	OK
		Architectural glass	OK
		Prefinished metal (maximum 10% accent material)	Requires recommendation by the Arc Commission and approval by the City Council.
Size/Mass	Proportional	Comparable to adjacent buildings	OK
Articulation – East / Rear (facing 371)	Max 50' Unbroken Expanse for faces >60' and facing street	33.5-foot wide, articulation provided with projecting stone piers	OK
		COMMENTS: 1) The applicant shall introduce glazing elements consistent with	

	the store front, as this elevation faces State Highway 371. Specifically, public doors that access the patio shall include glazing around and including door areas to match the store front design of the building.		
Articulation – North / Side	Max 50' Unbroken Expanse for faces >60' and facing street	25-feet wide, articulation provided with projecting stone piers	OK
Articulation – South/ Side (facing Glory Road)	Max 50' Unbroken Expanse for faces >60' and facing street	25-feet wide, articulation provided with projecting stone piers	OK
Articulation – West / Front	Max 50' Unbroken Expanse for faces >60' and facing street	33.5-feet wide, articulation provided with projecting stone piers	OK
Accessory Structures	Existing building coordinated color	N/A	N/A
Color	Earth tone	Brown, tan, beige, green	OK
Height/Roof Design	Flat or 6:12+	Flat	OK

FINANCIAL IMPLICATIONS

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

ARCHITECTURAL REVIEW COMMISSION

The Architectural Review Commission reviewed the application for architectural compliance with City Code and unanimously recommended approval of the submitted plan dated 4/19/2016 with all of staff comments and the addition that the roof top unit shall be screened in accordance with the Code.

COUNCIL ACTION REQUESTED

MOTION to approve the architectural plans for Central Lakes Crossing 3rd Addition located at 7361 Glory Road, subject to conditions of approval.

Conditions of Approval

- 1) Architectural review is based on plans dated April 19, 2016, except as amended by the following conditions of approval.
- 2) The development is subject to all requirements of the Architectural Review Ordinance.
- 3) Rooftop units shall be painted to match the primary color of the building or screened, as required by the zoning ordinance.
- 4) The applicant shall introduce glazing elements consistent with the store front, as this elevation faces State Highway 371. Specifically, public doors that access the patio shall include glazing around and including door areas to match the store front design of the building.

**CITY OF BAXTER, MINNESOTA
ORDINANCE 2016-021**

**AN ORDINANCE AMENDING THE TEXT OF TITLE 10 OF THE BAXTER CITY CODE,
ENTITLED BAXTER ZONING REGULATIONS**

THE CITY OF BAXTER ORDAINS:

SECTION 1. Amendments. The text of Chapter 1, Section 3D “Rules, Scope And Interpretation: Rules” of Title 10 (Zoning Regulations) of the Baxter City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

10-1-3: RULES, SCOPE AND INTERPRETATION:

D. Rules:

1. Building Permit Required: No person shall erect, alter, wreck, or move any building or part thereof without first securing a building permit. Application for a building permit shall be made to the city on forms furnished by the city. Each application for a permit to construct, expand, or alter a building shall be accompanied by a site plan drawn to scale showing the dimensions of the lot to be built upon, the size and location of all existing and proposed buildings and accessory buildings and evidence of either a complying individual sewer treatment system (ISTS) per [title 9, chapter 8](#) of this code or connected to a city system. Exceptions to the ISTS compliance requirement shall be made for the following building permits: (Ord. 2014-19, 6-17-2014)
 - a. Residential reroofing, re-siding, window replacement/installation, hot water heater replacements, heating/venting/air conditioning (HVAC) replacement, and electrical work.
 - b. Commercial and industrial maintenance work as determined by the city. (Ord. 2009-13, 7-21-2009)
2. Certificate Of Survey Required: A certificate of survey or registered land survey showing property boundaries/monuments in the field, all existing and proposed structures, significant features, etc., shall accompany a building permit application if the property consists of any of the following:
 - a. The lot is not platted or is described by metes and bounds.
 - b. The land is composed of partial lots.
 - c. The lot has or had an existing structure that is to be redeveloped.
 - d. The lot/structure is in a plat that is older than five (5) years unless deemed unnecessary by the city.
3. Minor Additions: If the application is for an alteration that does not expand the bulk of the building or is for a minor addition that is well within the setback requirements, some or all of the aforementioned requirements may be waived by the city.
4. Other Information: Applications for any kind of building permit shall contain such other information as may be deemed necessary for the proper enforcement of this title. For some applications, the city may require the submission of a boundary survey with topographic data prepared by a registered land surveyor or engineer where drainage, change in grade, distance

- between existing and/or proposed structures, or proximity to an environmentally sensitive area is a concern. In this case, existing and proposed grades shall be provided at one foot (1') contours unless otherwise allowed by the city. The city will review and approve existing and proposed grades to prevent drainage and other impacts on public streets, adjacent properties and environmentally sensitive areas.
5. **Conformity Required:** No structure shall be erected, converted, enlarged, reconstructed or altered, and no structure or land shall be used for any purpose or in any manner which is not in conformity with the provisions of this title. For the new construction of structures with common walls located on a property line, once construction of the foundation has been completed, verification by a registered land surveyor of the location of the foundation or other confirmation of the foundation's accuracy acceptable to the city shall be required before the framing of the structure is begun. (Ord. 2006-21, 8-1-2006)
 6. **Use Prohibited As Dwelling:** No cellar, garage, tent, trailer, basement with unfinished structure above, or accessory building shall at any time be used as a dwelling unit unless otherwise authorized in subsection [10-5-6B](#) of this title. The basement portion of a finished home may be used for normal living, eating and sleeping purposes provided it complies with the habitable space requirements of the building code, and is approved by the city. (Ord. 2014-19, 6-17-2014)
 7. **Moving Or Relocating Buildings:**
 - a. **Conditional Use Permit Required; Exceptions:** A conditional use permit is required for all building moving when the destination is in the city, except for:
 - (1) Premanufactured or modular homes moved onto a vacant lot of record.
 - (2) Accessory buildings less than three hundred (300) square feet where allowed by this title.
 - (3) Agricultural buildings, when permitted by this title.
 - (4) Temporary structure to be located on a lot for eighteen (18) months or less.
 - b. **State License Required:** No person shall move, remove, raise or hold up any building within the limits of the city without a license to do so from the state.
 - c. **Conditional Use Permit:**
 - (1) The conditional use is subject to the conditions outlined in section [10-7-4](#), "Conditional Use Permit", of this title and the additional standards and criteria listed in this section.
 - (A) **Application:** The conditional use permit application shall include all of the materials outlined in section [10-7-4](#) of this title and the following additional information:
 - (i) A detailed description of the building proposed to be moved including dimensions, height to peak/number of stories, year built, type of siding, roofing, windows, number of units, etc.
 - (ii) The construction material of the building, number of rooms, condition of exterior and interior, and photographs showing the following: a) the structure to be moved from at least two (2) different angles, b) the lot on which the structure is to be located, c) adjacent lots and nearest existing structures.

- (iii) A boundary survey with topographic data prepared by a registered land surveyor or engineer showing the proposed location of the building, proposed grading at one foot (1') contours, scaled drawing showing the front building elevation together with nearest adjacent structures, proposed first floor elevation and finished grade in relation to adjacent structures and grade.
 - (iv) The address of building's origin.
 - (v) The address of building's destination.
 - (vi) The highways, streets, alleys, and other rights of way over, along or across which the building is proposed to be moved.
 - (vii) The proposed moving date and hours. No movement is allowed on federal holidays or holiday weekends.
 - (viii) Proof of a building mover license/bond as issued by the state in conformity with Minnesota statutes section 221.81.
 - (ix) Utilities and government agencies must be notified for the disconnection of cable, telephone, sewer, water, and gas services before a permit will be issued.
 - (x) Building destination within city limits: The structure must be inspected and approved by a city building inspector, a site plan submitted, and building permit issued.
 - (xi) Building destination outside city limits: The foundation must be inspected and a demolition permit issued.
 - (xii) Proof of insurance must be required.
 - (xiii) Any additional information that the city finds necessary to make a fair determination of whether a permit should be issued.
- (B) Performance Criteria:
- (i) The building to be moved must comply in all respects with the building code and other applicable ordinances. If the existing building does not comply, the person proposing to move the building shall present to the city complete and detailed plans showing changes which will be made in order to attain compliance with said ordinances. In the event that such changes are required, a city moving permit shall not be issued until the owner has agreed in writing to complete the necessary changes within a period of six (6) months, the city has approved the plan, the building permit fee has been paid, the building permit has been issued and a security acceptable to the city equal to the cost of said proposed work as approved by the city has been provided to the city guaranteeing completion of said changes.
 - (ii) The architecture of the building to be moved must be compatible in nature to the buildings in the immediate area. Architectural elements considered shall include, but are not limited to, siding, roofing, design/style and age.
 - (iii) The building to be moved, after being so moved, must be worth at least seventy five percent (75%) of the cost of a similar new building, as determined by the city.

- (iv) Prior to issuance of the moving permit, the city shall remove the water meter. Also, prior to issuance of the moving permit, all sewer and water connections shall be plugged or disconnected at the main or as determined by the city and any known cesspools, septic tanks and cisterns shall be removed and filled with appropriate granular material.
- d. City Moving Permit Required: A city moving permit is required for a building move if any of the following apply:
 - (1) The destination is in the city.
 - (2) The origin is in the city.
 - (3) Both the origin and destination are in the city.
 - (4) The move is a pass-through building move in which city rights of way or other public nonroadway property is used for the route.
- e. Exemptions To City Moving Permit: No city moving permit is required for accessory structures that are one hundred twenty (120) square feet or less and ten feet (10') wide or less.
- f. Performance Requirements For All Permits: Any moving permit from the city shall comply with the following:
 - (1) Street Occupancy Period: Remove the building from the city streets after one day of occupancy, unless the city grants an extension.
 - (2) Display Lights And Barricades: Cause red lights to be displayed between sunset and sunrise on every side of the building while it is located on a street in such manner as to warn the public of the obstruction. Erect and maintain barricades in accordance with the "Minnesota Manual On Uniform Traffic Control Devices" across the street in such manner as to protect the public from damage or injury. If the house mover is not able to yield the right of way to oncoming traffic or if vehicle/load encroaches into oncoming traffic lane or if traffic must be directed or controlled, a city police escort may be required and shall be operated per Minnesota statutes section 169.20, subdivision 5. Wide load signs and proper flagging (lighting at night) will be required for all oversize loads. Night moves shall be done in the early morning hours from one o'clock (1:00) A.M. to six o'clock (6:00) A.M. Warning lights with open flame shall not be used.
 - (3) Pay Expenses Of Officer: Employ a professional mover service and/or pay the expense of a traffic officer ordered by the city to accompany the movement of the building to protect the public from injury. Requests for city police escorts must be submitted at least ten (10) working days prior to the move by the building mover.
 - (4) Notify Of Damage: Notify the city in writing of any and all damages done to property belonging to the city or any public utility property within twenty four (24) hours after the damage or injury has occurred.
 - (5) Pay Additional Fees: In addition to all other required fees, pay an hourly fee for each city inspector for the time spent in connection with the inspection.
 - (6) Notify Affected Persons Of Movement: In the manner directed by staff, and at the applicant's expense, notify the Baxter police department and all persons in the path of the building being moved of when, where and how the building is to be moved.

- (7) **Payment Of Taxes:** It is unlawful to move any building if the point of origin and/or destination is within the city, regardless of the route of movement, without having paid in full all real and personal property taxes, special assessments, and municipal utility charges due on the premises of origin, and filing written proof of such payment with the city.
- g. **Removal Date And Payment Of Fees:**
- (1) **Removal Date:** The permit shall specify a reasonable date certain by which the building shall be located at its final destination, if in the city, or completely removed from the city limits. Buildings that have not been completely located or removed by the removal date shall be subject to a fee in the amount of five hundred dollars (\$500.00) per calendar day for payment of the expense of a traffic officer and inspector, as provided in subsections D7f(3) and D7f(5) of this section. The city may grant an extension to the location or removal date, but it is not obligated to do so.
 - (2) **Payment Of Fees:** Fees incurred as provided in subsection D7f of this section shall be invoiced to the permit holder by the city. In the event payment of said fees is not received, the city shall revoke any current permits for that same permit holder and the city shall notify the Minnesota department of transportation that the license holder has failed to comply with the requirements of the local moving permit.
- h. **Violations:** No person who has had a permit revoked by the city shall receive another moving permit for a period of one year. Further, as provided in section [9-1-4](#) of this code, violation of the requirements of any permit issued pursuant to this section shall constitute a misdemeanor. (Ord. 2014-24, 10-21-2014)
8. **Nonconforming Uses, Lots, Structures And Other Site Improvements:**
- a. **Generally:** It is the purpose of this subsection to provide for the regulation of existing uses, lots and structures and other improvements of land that do not conform to the requirements of the district in which they are located. Any structure or use lawfully existing upon the effective date of this code may be continued at the size and in the manner of operation existing upon such date except as hereinafter specified, or subsequently amended. This subsection D8 does not govern nonconforming signs.
 - b. **Nonconforming Uses:**
 - (1) **Expansion:** A nonconforming use shall not be enlarged, moved, or extended to occupy a greater area of land without a variance. Nonconforming single-family dwelling uses may be enlarged as long as all expansions meet any applicable setbacks of that district.
 - (2) **Continuation:** A nonconforming use may be continued through repair, replacement, restoration, or maintenance. When any nonconforming use has been changed to a conforming use, it loses any nonconforming status and thus may not return to a nonconforming use.
 - (3) **Reduction Of Nonconformity:** A nonconforming use may be changed to lessen the nonconformity of that use.
 - (4) **Discontinuance:** A nonconforming use may not be resumed if normal operation of the use has been discontinued, or if a nonconforming building has been removed and not replaced, for a period of twelve (12) or more months. Time will be calculated as beginning on the day following the last day in which the use was in normal operation

and will run continuously thereafter. Following the expiration of twelve (12) months, only uses that are permitted by this title are allowed to be established.

- (5) **Removal/Destruction:** Removal or destruction of a nonconforming use to the extent of more than fifty percent (50%) of its estimated market value by fire or other peril, excluding land value as determined by the county assessor, terminates the right to continue or replace any nonconforming use, except if a valid and complete building permit application has been submitted to the city within one hundred eighty (180) days after the property was removed or destroyed.
 - (6) **Replacement:** Replacement, reconstruction, or restoration of a lawful nonconforming use may occur without any land use approval from the city provided that: a) the resulting use does not create any new adverse impacts on adjacent property and b) matches exactly the conditions that existed before the work was undertaken or before the use was damaged or destroyed. Work that would not meet this requirement may not be undertaken unless the appropriate approval required below has been granted for the property. Conditions may be imposed to protect the public health, safety, or welfare, and to mitigate any newly created impacts on adjacent property.
 - (7) **City Approval Only If Adverse Effects:** If replacement, reconstruction, or restoration of a lawful nonconforming use is allowed, it may occur without any land use approval from the city if the resulting use does not create any new adverse impacts on adjacent property and matches exactly the conditions that existed before the work was undertaken or before the use was damaged or destroyed, except for internal repairs and improved materials used to replace roof surfaces, siding, windows, doors, and similar components. Work that would not meet this requirement may not be undertaken unless the appropriate approval required below has been granted for the property. The city may impose conditions in its approval to protect the public health, safety, or welfare, and to mitigate any newly created impacts on adjacent property.
- c. **Nonconforming Lots:**
- (1) **Vacant Nonshore Land Lots:** A vacant nonconforming lot may be allowed as a buildable lot provided that all the following conditions are met:
 - (A) It is a lot of record;
 - (B) The proposed structure will meet all setback requirements which currently apply to the lot and the lot is at least seventy percent (70%) of the required size and dimension of the applicable zoning district;
 - (C) All other applicable requirements of this chapter are met;
 - (D) The lot has adequate access as solely determined by the city; and
 - (E) Said lot is not in the shore land overlay district.
 - (2) **Vacant Shore Land Lots:** For nonconforming lots within the shore land overlay district, all of the above rules apply but if the lot is riparian, no improvements or buildings may be constructed without a conditional use permit. No conditional use permit shall be issued until the city determines how to protect the lake by mitigating erosion and stormwater drainage during and after construction, visual impacts or any other impact caused by construction upon a nonconforming riparian lot.

In addition, nonconforming riparian lots shall be buildable only if no owner of any

abutting lot has an ownership interest in the nonconforming lot through any relationship of blood, marriage or business with any owner of the nonconforming lot at or before the time of application. If the adjacent lot is owned in this manner, both lots shall be considered one lot for zoning purposes.

- (3) Accessory Structures: For single-family dwellings only, nonconforming nonriparian lots containing a conforming principal structure and use may add a permitted accessory structure provided that the accessory structure will meet all minimum setbacks, coverage, and other requirements of this title. A conditional use permit shall be required to add an accessory structure on nonconforming riparian lots after it is determined how to mitigate any impacts from the existing and proposed development.
 - (4) Additions To Single-Family Dwellings On Nonconforming Lots: For single-family dwellings only, additions to conforming principal or accessory structures and uses located on nonconforming nonriparian lots may be permitted provided that any such addition will meet all minimum setback requirements of this title. A conditional use permit shall be required for additions to principal or accessory structures on nonconforming riparian lots after it is determined how to mitigate any impacts from the existing and proposed development
 - (5) Reduction Of Nonconformity: The city may allow a replat of an existing nonconforming lot that results in a reduction of the nonconformity. (Ord. 2009-18, 1-5-2010)
- d. Nonconforming Structures:
- (1) Expansion: Nonconforming principal structures shall not be enlarged without a variance unless the structure is a single-family dwelling.

If the structure is a single-family dwelling on a nonriparian lot, it may be enlarged as long as the new construction does not increase the nonconformity. For example, if the structure is nonconforming since it is too close to the front yard setback, the owner may add on to the back of the home as long as it meets the rear yard setback, without any variance or other city zoning approval. However, additions that make it closer to said front yard setback shall require a variance, unless said addition complies with section [10-4-2](#) of this title. (Ord. 2014-19, 6-17-2014)

No nonconforming structure on a riparian lot shall be expanded without a conditional use permit. A conditional use permit shall not be issued until the city determines how to protect the lake by mitigating any erosion and stormwater drainage both during and after construction, visual impacts from increased density or any other impact caused by construction.

- (2) Continuation: A nonconforming structure may be used and continued, including through repair, replacement, restoration, or maintenance, but not including expansion, only in compliance with the provisions of this title.

- (3) Moving: If a nonconforming structure is moved for any distance whatsoever, it shall conform to the regulations of the district in which it is located after it is moved.
 - (4) Reconstruction: Replacement, reconstruction, restoration or repair to a nonconforming structure shall be permitted.
 - (5) Safe Condition: Nothing in this subsection D8 shall prevent the necessary repairs to a structure so it is in a safe condition after the structure is declared unsafe by the building official, provided that a building permit has been applied for within one hundred eighty (180) days of when the property is declared unsafe.
 - (6) String Rule: If adjacent structures to a proposed new structure encroach upon a front setback, the front setback of a new structure may conform to the "string rule" rather than the prevailing setback in that district. The "string rule" is defined as where principal structures exist immediately on both sides of a proposed building site, structural setbacks may be reduced to a distance equaling the average front yard setback of existing principal structures adjacent to the lot fronting on the same street. The zoning administrator shall approve the reduced setback if there is compliance with this chapter and all other applicable ordinances. ~~altered to take setbacks of existing structures into account, as solely determined by the zoning administrator.~~ However, in no case shall improvements or buildings be allowed in the shore impact zone or the bluff impact zone. Furthermore, structures shall not be constructed too close to any public right of way, as solely determined by the zoning administrator.
 - (7) Architectural Review: Any additions or expansions to any existing building may trigger the architectural performance rules as set forth in section [10-4-10](#) of this title.
 - (8) Lawful Nonconforming Accessory Structure: A lawful nonconforming accessory structure may not be expanded without a variance except a nonconforming accessory structure in an R-1 district may be expanded to increase the usability provided that the entire expansion meets the current zoning regulations and the structure is accessory to a single-family dwelling. If the nonconforming structure is on a riparian shore land lot, a conditional use permit shall be required and measures taken to mitigate any impacts on the water body.
 - (9) Decks: Lawful nonconforming single-family dwellings in R-1 districts, including riparian shore land lots, may be expanded by adding a deck provided that the deck meets the current district setbacks and information deemed necessary by the city such as a certificate of survey is provided to determine compliance.
- e. Nonconforming Outside Improvements:
- (1) Nonconforming outside improvements may continue to serve a principal use so long as the principal use or structure is not expanded or intensified. Whenever a principal use or structure is expanded or intensified to the extent that a building permit is required, the outside improvements shall be brought into compliance with the appropriate landscaping ordinances, parking ordinances, and other requirements set forth in this title unless a variance is granted by the city council.

- (2) When expansion of an existing site improvement is required, the newly constructed portion of the site improvement shall meet all of the requirements of this title. (Ord. 2009-18, 1-5-2010)
9. Substandard Uses And Structures: (Rep. by Ord. 2009-18, 1-5-2010)
10. Miscellaneous Rules:
- a. Subdivisions: All subdivisions shall conform to, and be in harmony with, the comprehensive plan.
 - b. Official Monuments, Bench Marks, Triangulation Stations: All international, federal, state, county and other official monuments, bench marks, triangulation points, and stations shall be preserved in their precise locations; and it shall be the responsibility of the applicant to ensure that these markers are maintained in good condition during and following construction and development. All section, quarter section and sixteenth section corners shall be duly described and tied.
 - c. Annexations: Areas annexed to the city shall be placed in the zoning district closest to the definition of their existing zoning, pending study of the area by the long range planning commission. The long range planning commission shall recommend the proper zoning classification to the city council within twelve (12) months of the date of annexation of such area. (Ord. 2006-21, 8-1-2006)

SECTION 2. Amendments. The text of Chapter 2, Section 2 “General Definitions” of Title 10 (Zoning Regulations) of the Baxter City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

10-2-2: GENERAL DEFINITIONS

For the purpose of these regulations, the following terms, phrases, words and their definitions shall have the meaning given in this section.

ACCESSORY STRUCTURE COVERAGE OR SIZE: The area of a lot covered by an accessory structure which is measured to the outside of the exterior walls and includes areas under extended roofs of over two feet (2') with no side walls such as carports.

ACCESSORY USE OR STRUCTURE: Any permanent subordinate building, structure, or use, that covers space on a lot or property for the purpose of accessory uses to the principal use. Examples would include, but are not limited to: unattached and attached garages, carports, sheds and other buildings, swimming pools, self-supported structures, playhouses, gazebos, permanent tip off storage containers, wind generators, tower antennas and unattached decks. That portion of an attached or tuck under garage is considered an accessory structure and shall count toward the maximums allowed. Signs, fences, parking lots and mailboxes are considered accessory uses but not accessory structures.

ACRE: A quantity of land containing forty three thousand five hundred sixty (43,560) square feet or one hundred sixty (160) square rods in whatever shape and pattern (e.g., circular, square, triangular, irregular, broad or narrow).

ACRE, NET: One acre of land, minus the following:

- A. Two-thirds ($\frac{2}{3}$) of that portion of the acre encompassed by wetlands, one-half ($\frac{1}{2}$) of that portion of the acre encompassed wholly or partially by hills, mounds, or slopes that drop at a rate of twelve percent (12%) or more per every fifteen feet (15') or more of distance; and
- B. The entire area of public street rights of way.

ADMINISTRATOR: The duly appointed person charged with enforcement of this title.

AGRICULTURAL USES: Uses customarily associated with the growing of farm produce, nursery stock and the raising of farm animals for general use; but not including raising and feeding (feedlots) of livestock, fur farms and kennels.

ALLEY: A public right of way which affords a secondary means of access to abutting property.

ALTERATION: As applied to a building or structure, a change or rearrangement in the structural parts or in the existing facilities, or an enlargement, whether by extending on a side or by increasing in height, or by moving from one location to another.

ANIMAL: Any mammal, reptile, amphibian, fish, bird (including all fowl and poultry) or other member commonly accepted as a part of the animal kingdom.

ANIMAL; DOMESTIC: Animals commonly accepted as domesticated household pets including dogs, cats, caged birds, gerbils, hamsters, guinea pigs, domesticated rabbits, fish, nonpoisonous, nonvenomous and nonconstricting reptiles or amphibians and other similar animals.

ANIMAL; FARM: Those animals commonly associated with a farm or performing work in an agricultural setting including members of the equestrian family (horses, mules), bovine family (cows, bulls), sheep, poultry (chickens, turkeys), fowl (ducks, geese), swine (including Vietnamese potbellied pigs), goats, bees and other animals associated with a farm, ranch or stable.

ANIMAL; NONDOMESTIC (WILD): Animals commonly considered to be naturally wild and not naturally trained or domesticated or which are commonly considered to be inherently dangerous to the health, safety and welfare of people. Nondomestic animals shall include:

Any member of the large cat family (family Felidae), including lions, tigers, cougars, bobcats, leopards and jaguars, but excluding commonly accepted domesticated house cats;

Any naturally wild member of the canine family (family Canidae), including wolves, foxes, coyotes, dingoes and jackals, but excluding commonly accepted domesticated dogs;

Any crossbreeds such as the crossbreed between a wolf and a dog, unless the crossbreed is commonly accepted as a domesticated house pet;

Any member or relative of the rodent family, including any skunk (whether or not descended), raccoon, squirrel or ferret, but excluding those members otherwise defined or commonly accepted as domesticated pets;

Any poisonous, venomous, constricting or inherently dangerous member of the reptile or amphibian families, including rattlesnakes, boa constrictors, pit vipers, crocodiles and alligators;

Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this section, including, but not limited to, bears, deer, monkeys and game fish.

ANTENNA: Equipment, used for transmitting and/or receiving telecommunication, television or radio signals, which is located on the exterior or outside of any building or structure.

Dish Antenna: A parabolic shaped antenna (including all supporting apparatus) which is used for transmitting or receiving telecommunications, television or radio signals, which is located on the exterior or outside of any building or structure.

Class I: Dish antenna under thirty inches (30") or more in diameter; six feet (6') in surface area; or six feet (6') in height.

Class II: Dish antenna thirty inches (30") or more in diameter; six (6) square feet or more in surface area; or six feet (6') or more in height.

Tower: Any pole, spire or structure, or any combination thereof, to which an antenna is attached, or which is designed for an antenna to be attached, and all supporting lines, cables, wires and braces; including, but not limited to, a freestanding radio (including ham radio and private radio transmitting) or television receiving antenna, a windmill, and a wind powered generator.

APARTMENT: A room or suite of rooms located in a one- or two-family building or multiple dwelling, which shall include a bath and kitchen accommodations, intended or designed for use as an independent residence by a single household.

APPEAL: An application for the review of an order, requirement, decision, determination or interpretation of this title made by an administrative officer in the application and/or enforcement of this title.

ARCHITECTURAL CONCRETE MASONRY UNIT: A concrete masonry unit (CMU) displaying any one of several decorative finishes that affects the texture, color, or profile of the unit including, but not limited to, split, scored, ribbed, ground, slump, weathered, or glazed units. (Based on recommendation of the National Concrete Masonry Association.)

ARCHITECTURAL GLASS: A glass, produced as an exterior building material.

ARCHITECTURAL METAL PANELS: A metal wall or roof panel system, which can be of various alloys, with a high grade factory finish, that uses concealed fasteners and includes the system's associated gaskets and trim profiles.

ARCHITECTURAL PRECAST PANEL: A precast concrete panel as defined by the Concrete Precast Institute.

ARTERIAL RIGHT OF WAY: All streets or public rights of way so designated as arterial by the official Baxter long range functional classification street map.

ATTORNEY: The person licensed by the state to practice law who has been engaged by the city council.

AUTOMOBILE REPAIR, MAJOR: General repair, rebuilding or reconditioning of engines, motor vehicles or trailer, including bodywork, framework, welding and major painting service.

AUTOMOBILE REPAIR, MINOR: The replacement of any part or repair of any part which does not require the removal of the engine head or pan, engine, transmission or differential; incidental body and fender work; minor painting and upholstering service when said service above stated is applied to passenger automobiles and trucks not in excess of seven thousand (7,000) pounds' gross vehicle weight.

AWNING: A prefabricated device attached to the wall of a building placed over a window or door.

BALCONY: A platform that projects from the wall of a building having no walls, roof or support posts but may have a guardrail no higher than forty eight inches (48").

BASEMENT: A portion of a building located partly underground. A basement shall be counted as a story if it has one-half ($\frac{1}{2}$) or more of its height above the highest level of the adjoining ground and/or if it is intended to be used for dwelling or business purposes.

BILLBOARDS: A commercial sign which directs attention to a business, activity, service, entertainment, or a product not exclusively related to the premises or property where such sign is located. A multi-business sign (MBS) shall not be considered a billboard if it is in compliance with subsection [10-5-1G1](#) of this title.

BILLBOARDS, NONCONFORMING: A sign which is a "billboard" as defined herein and which lawfully existed prior to February 16, 1982.

BLOCK: An area of land within a subdivision that is entirely bounded by streets or a combination of streets, exterior boundary lines of the subdivision and/or bodies of water.

BLUFF: A topographical feature such as a hill, cliff, or embankment having the following characteristics (an area with an average slope of less than 18 percent over a distance of 50 feet or more shall not be considered part of the bluff):

- A. Part or all of the feature is located in a shore land area;
- B. The slope rises at least twenty five feet (25') above the ordinary high water level of the water body;
- C. The grade of the slope from the toe of the bluff to a point twenty five feet (25') or more above the ordinary high water level averages thirty percent (30%) or greater; and
- D. The slope must drain toward the water body.

BLUFF IMPACT ZONE: A bluff and land located within twenty feet (20') from the top of the bluff.

BOARDING HOUSE: A building other than a motel or hotel where, for compensation for definite periods of time, meals or lodging are provided for three (3) or more unrelated persons, but not to exceed eight (8) persons.

BOATHOUSE: A structure designed and used solely for the storage of boats or boating equipment.

BOULEVARD: That portion of a street right of way between the curb or curb line and the property line.

BREWER TAPROOM: A facility on the premises of and accessory to a licensed brewery intended for the on-sale consumption and limited off-sale of beer produced on site by the brewer as authorized by Minnesota statutes section 340A.301, subdivision 6b.

BUFFERING: A strip of land containing live trees and shrubs at least fifty percent (50%) opaque from the ground to at least twelve feet (12') above the ground at all times of the year.

BUILDING: Any structure having a roof which may provide shelter or enclosure of persons, animals or chattel. When said structure is divided by party walls without openings, each portion of such building, so separated shall be deemed a separate building.

BUILDING ENVELOPE: See definition of Lot, Buildable Portion Of (Building Envelope).

BUILDING FOOTPRINT: The exterior line of the building.

BUILDING HEIGHT: The vertical distance from the highest elevation of the grade along the face of a building to the highest point of the roof surface of flat roofs, the deck line of mansard roofs, or the average height between the eaves and the highest ridge of gable, hip, or gambrel roofs. The height of a stepped or terraced building shall be the height of the tallest segment of the building.

BUILDING INSPECTOR: The inspector as provided for in the building code.

BUILDING LINE: A line parallel to a lot line or ordinary high water level at the required setback beyond which a structure may not extend.

BUILDING, PRINCIPAL: A building in which the principal use of the lot on which it is located is conducted.

BULK MATERIALS: Uncontained solid matter such as powder, grain, stone, sand, sulfur, etc., that has a tendency to become airborne.

BULK/PROPORTION: The term used to indicate the size and setbacks of buildings or structures and location of same with respect to one another and includes the following items:

- A. Size and height of buildings or structures.
- B. Location of exterior walls at all levels in relation to lot lines, street or to other buildings or structures.
- C. Gross floor area of buildings or structures in relation to lot lines, street or to other buildings or structures.
- D. All open spaces allocated to buildings or structures.
- E. Amount of lot area per dwelling unit.

BUS/TRANSIT STATION: A building or area which serves as a regular stopping place for buses and/or other forms of urban public transportation.

BUSINESS: Any occupation, employment or enterprise wherein merchandise is exhibited or sold, or

which occupies time, attention, labor and materials, or where services are offered for compensation.

BUSINESS SERVICES: Services performed primarily for other businesses, including such services as secretarial, clerical, employment agencies, business machine service, printing, etc.

CELLAR: A portion of a building located partly underground and having more than one-half ($\frac{1}{2}$) of the floor to ceiling height below the average grade of the adjoining ground.

CIVIC BUILDING: A building that is operated by the U.S. federal government, state of Minnesota, Crow Wing County, city of Baxter or other government buildings for purposes of carrying out governmental duties. This definition does not include publicly or privately operated school facilities (e.g., classrooms, administrative offices, maintenance buildings).

CLINIC: A building designed and used for the diagnosis and treatment of human patients that does not include overnight care facilities.

CLUB OR LODGE: A nonprofit association of persons who are bona fide members paying annual dues, use of premises being restricted to members and their guests.

CLUBS, SPORTS, AND FITNESS: A place to assemble where membership may be required and is directed toward the general public with the commercial promotions of sports and physical fitness.

COLLECTOR RIGHT OF WAY: All streets or public rights of way so designated as collector by the Baxter long range functional classification street map.

COMMERCIAL FORESTRY: Sustainable yield forest management.

COMMERCIAL RECREATION: Bowling alley, cart track, jump center, golf, pool hall, vehicle racing or amusement park, dance hall, skating, tavern, theater, firearms range, golf courses, country clubs, tennis clubs, public swimming pools and similar uses.

COMMERCIAL USE: The principal use of land or buildings for the sale, lease, rental, or trade of products, goods, and services.

COMMERCIAL VEHICLE: Meeting any of the following criteria: eight feet (8') or higher in height, twenty two feet (22') or longer and/or six thousand five hundred (6,500) pounds or more (empty weight).

COMMISSIONER: The commissioner of the department of natural resources.

COMMUNITY BEHAVIORAL HEALTH HOSPITAL (CBHH): An institution providing short term inpatient mental health care and treatment for patients on a referral basis. Services are limited to crisis/emergency response, assertive community treatment, and intensive residential treatment.

COMMUNITY PARK: A park designed to serve the entire community with a broad range of recreation opportunities.

COMPREHENSIVE PLAN: A compilation of policy statements, goals, standards and maps for guiding the physical, social and economic development, both private and public, of the city and its environs and may include, but is not limited to, the following items: statements of policies, goals, standards, a land use plan, a community facilities plan, a transportation plan and recommendations for plan execution.

CONCEALED FASTENER: A panel anchoring system designed to secure the panel and be hidden from view.

CONDITIONAL USE PERMIT: A permit specially and individually granted for a conditional use permitted in any use district. Means a land use or development that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls upon a finding that certain conditions as detailed in this title exist, that use or development conforms to the comprehensive land use plan, and the use is compatible with the existing neighborhood.

CONVENIENCE STORE: Any retail establishment offering for sale a limited line of groceries and household items intended for the convenience of the neighborhood.

COUNCIL: The city council, as established by the state law.

DAYCARE FACILITY: Any facility, public or private, which, for gain or otherwise, regularly provides one or more persons with care, training, supervision, rehabilitation or developmental guidance on a regular basis, for periods of less than twenty four (24) hours per day in a place other than the person's own home, including, but not limited to, family daycare homes, group family daycare homes, daycare centers, day nurseries, nursery schools, preschool programs, daytime activity centers, day treatment programs and day services. Daycare facilities are pursuant to Minnesota statutes chapter 245A as amended.

DECK OR OPEN PORCH: A horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached to a principal structure.

DENSITY: The number of dwelling units permitted by this title on one acre.

DENSITY, NET: The number of dwelling units permitted by this title on one net acre of land.

DENSITY TRANSFER: The relocation of housing units or square footage of building area computed on part of a building site to another part of the site resulting in an increase in density to the transfer area for the purpose of preserving open space, forested areas, environmental or terrain features deemed worthy of preservation by the planning and zoning commission.

DENSITY, ZONING: The provision of lot areas smaller than the minimum requirement of this title under conditions whereby the total number of dwelling units is not greater than the amount permitted under normal conditions for gross area.

DESIGNATED CITY STAFF PERSON: Staff person appointed by the city to manage this job function.

DIRECTIONAL SIGN: A private sign that directs traffic to a particular location. Such signs cannot exceed six (6) square feet.

DOG KENNEL: A structure specifically designed and commercially used for the harboring of three (3) or more dogs that are more than six (6) months old.

DOG RUN: A structure specifically designed for domestic use for the harboring and exercise of not more than two (2) dogs.

DRIVE-THROUGH BUSINESS: Any business establishment offering to customers a service which is primarily or exclusively laid out, designed, equipped or operated so as to allow customers to purchase and receive such service without having to enter the building and usually while remaining in their

automobiles. This definition shall exclude certain types of businesses such as service shops and car washes.

DWELLING, MULTI-FAMILY: A dwelling structure on a single lot, having two (2) or more units, being attached by common walls and each unit equipped with separate sleeping, cooking, eating, living, and sanitation facilities.

DWELLING UNIT: Any structure, or portion of a structure, or other shelter designed as short or long term living quarters for one or more persons, including rental or timeshare accommodations such as motel, hotel, and resort rooms and cabins.

DYNAMIC DISPLAY: Any characteristics of a sign that appear to have movement or that appear to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input, "digital ink" or any other method or technology that allows the sign face to present a series of images or displays.

EARTH TONE COLOR: Color schemes that draw from a color palette of off whites, browns, tans, beiges, grays, greens, blues, and some reds. The colors in an earth tone color scheme are muted and flat in an emulation of the natural colors.

EASEMENT: Authorization by a property owner for the use by another, and for a specified purpose, of any designated part of his property.

ENGINEER: The professional engineer engaged by the city council.

ESSENTIAL SERVICE STRUCTURES: Including, but not limited to, buildings such as telephone exchange stations, booster or pressure regulating stations, wells, pumping stations, elevated tanks, lift stations and electrical power substations, provided no building shall be located within thirty feet (30') of any lot line of an abutting lot in an R district.

ESSENTIAL SERVICES: Underground, onground or overhead gas, electrical, phone, cable, steam or water transmission or distribution systems; collection, communication, supply or disposal systems including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants or other similar equipment and accessories in conjunction therewith; but not including buildings.

EXPANSION, ENLARGEMENT, INTENSIFICATION: Any increase in a dimension, size, area, volume, or height, any increase in the area of use, any placement of a structure or part thereof where none existed before, any addition of a site feature such as a deck, patio, fence, driveway, parking area, or swimming pool, any improvement that would allow the land to be more intensely developed, any move of operations to a new location on the property, or any increase in intensity of use based on a review of the original nature, function or purpose of the nonconforming use, the hours of operation, traffic, parking, noise, exterior storage, signs, exterior lighting, types of operations, types of goods or services offered, odors, area of operation, number of employees, and other factors deemed relevant by the city.

Repair: Maintenance, cosmetic enhancement, or other improvements that will make the nonconforming use better, more efficient, or more aesthetically pleasing, including any change that replicates what

preexisted, but does not include an expansion, enlargement, or intensification.

EXTERIOR FINISH INSULATION SYSTEM (EFIS): An approved exterior finish insulation system commonly referred to as "EFIS".

EXTERIOR STORAGE: The storage of goods, materials, equipment, manufactured products and similar items not fully enclosed by a building.

EYEBROW ROOF: A small roof structure supported by corbels placed over an entrance.

FACADE: All the adjoining walls that are flat and contiguous, along an exterior side of a building including the entire building wall consisting of wall faces, parapets, fascia, windows, doors, canopy and visible roof structures of one complete elevation.

FAMILY: An individual or two (2) or more persons living together as a single nonprofit housekeeping unit, using one kitchen as distinguished from a group occupying a motel, club, fraternity or sorority house.

FENCE: Any partition, structure, wall, or crate erected as a dividing marker, barrier, or enclosure.

FINAL PLAT: A drawing, in final form, showing a proposed subdivision containing all information and detail required by state statutes and by [title 11](#) of this code to be presented to the city council for approval, and which, if approved, may be duly filed with the county recorder.

FINISHED METAL PANEL: A metallic exterior building material with a manufacturer's approved finish process.

FLAT ROOF: Any roof pitch below three feet (3') of rise for every twelve feet (12') of run (3:12).

FLOOD DESIGN: The design flood which has been calculated for a given watershed or area from record and study. In the absence of any special engineering studies, the federal emergency management administration maps, 1965 high water levels on rivers and May 1996 wetland water levels shall be used as a standard in this title in determining areas subject to flooding.

FLOODPLAIN¹: The area adjoining a river, stream, drainage channel, lake, pond or any low area which is subject to flooding.

FLOODWATER: The water of any river, stream, drainage channel, low area, lake, or pond which is above and/or outside the channel or banks of such river, stream, drainage channel, lake or pond.

FLOODWAY: The channel or bed of a river, stream, drainage channel, lake, or pond and those portions of the floodplains adjoining which are required to efficiently carry and discharge the flow of the river or stream and for the purposes of this title.

FLOOR AREA, GROSS OR GROSS FLOOR AREA: The sum of the gross horizontal areas of the several floors of such building or buildings measured from the interior faces of the exterior walls. Basement areas devoted to storage, and space devoted to off street parking shall be excluded.

FLOOR AREA, NET OR NET FLOOR AREA: The sum of the total gross floor area less common, multiuse areas used solely for nonpublic purposes including, but not limited to, dead storage; mechanical rooms or closets, or both; window showcases; toilets or restrooms; atriums; elevators; elevator shafts and

ducts.

FLOOR AREA RATIO: The numerical value obtained through dividing the floor area of a building by the lot area on which such building is located.

FORESTLAND CONVERSION: The clear cutting of forested lands, removing living trees in a contiguous patch, strip, row, block, or legal parcel to prepare for a new land use. This definition does not apply to commercial forestry involving reestablishment of a new forest stand.

FREESTANDING SIGN: Any stationary or portable, self-supporting sign.

FRONT BUILDING FACE: All the adjoining walls, along that side of a building that faces a public or private right of way. A structure may have more than one front building face if it is located on a corner lot, through lot, or a lot bounded on additional sides by a public or private right of way. The number of front building faces will be determined by the city.

FRONTAGE: The uninterrupted front boundary line of a lot, or the length of such line, which abuts on a street or protected water. On a corner lot it shall be the shortest dimension on a public street.

GARAGE, PRIVATE: An accessory building or portion of the principal building which is intended and used for the storage of the private vehicles of the family who resides upon the lot upon which the garage is located.

GARAGE, PUBLIC: A building or portion of a building used for the storage of vehicles for remuneration.

GARAGE, REPAIR: A building or space for the repair or maintenance of motor vehicles, including bodywork, painting and vehicle wash, and incidental display and sales of automotive products but not including factory assembly of such vehicles, auto wrecking or junkyards.

GARAGE, TRUCK: A building which is used or to be used for the storage of motor trucks, truck trailers, tractors and commercial vehicles exceeding one ton rated capacity.

GARDEN CENTER: A place of business where retail and wholesale products and produce are sold to the consumer. These centers may include a nursery and/or greenhouses, nursery products, nursery stock, potting soil, hardware, hoes, rakes, shovels, and other garden and farm variety tools and utensils.

GOVERNING BODY: The city council.

GRADE: The lowest elevation of the finished surface of the ground, sidewalk, or other paving within a five foot (5') horizontal distance from any structure.

GROUP HOME: A group facility in a residential setting utilized by unrelated people on a twenty four (24) hour per day basis for purposes of rehabilitation, education, supervision, and treatment.

HARDSHIP: The property in question cannot be put to a reasonable use if used under current conditions allowed by the official controls or the plight of the landowner is due to circumstances unique to his property not created by the landowner and the variance, if granted, will not alter the essential characteristics of the locality. Economic considerations alone shall not constitute a hardship if reasonable use of the property exists under the terms of this title.

HIGH DENSITY RESIDENTIAL: Structures with between two (2) and twenty (20) dwelling units.

HIGH WATER MARK: A mark delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape. The normal high water mark is commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial.

HOME OCCUPATION: A gainful occupation engaged in by a person residing in the dwelling in conformance with requirements set forth by the city.

HOSPITAL: An institution providing health services primarily for human inpatient medical or surgical care for the sick or injured and including related facilities such as laboratories, outpatient departments, training facilities, central facilities, and staff offices that are an integral part of the facilities.

HOSPITAL OUTPATIENT CARE: Medical examination or service available to the public in a hospital. This service is provided without overnight care and shall be considered a separate, independent, principal use for the purposes of parking demand when combined or operated in conjunction with a hospital.

HOTEL: A building having provision for nine (9) or more guests in which lodging is provided with or without meals for compensation and which is open to transient or permanent guests and where no provision is made for cooking in any guestroom, and in which ingress and egress to and from all rooms is made through an inside lobby.

HOUSE OF WORSHIP: A building, together with its accessory buildings and uses, where persons regularly assemble for religious activities or worship and related activities.

HOUSE TRAILER: Any trailer or semitrailer not used as a residence but used for temporary living quarters for recreational or vacation activities and one that is towed on public roads in connection with such use.

HOUSEHOLD: The persons occupying a single dwelling unit. A household may consist of a single family, one person living alone, two (2) or more families living together, or any group of related or unrelated persons who share living arrangements.

IMPERVIOUS SURFACE: A hard surface area that either prevents or retards the entry of water into the soil. Examples of impervious surfaces include, but are not limited to: roofs, storage areas, walkways, sidewalks, patios, driveways, parking lots, concrete paving, bituminous/asphalt paving, gravel roads or parking areas, and other packed earthen materials.

INDUSTRY: Principal uses such as the manufacturing, compounding, processing, packaging, treatment, assembling, or warehousing of products and materials.

INSTITUTIONAL HOUSING: Student or faculty housing, for four (4) or more persons on a rental basis, rest home, hospital, sanitarium, nursing home, convalescent home, or orphan home.

JOINT DRIVEWAY: A surfaced area needed for two-way vehicular access serving two (2) adjacent parking lots. The area extends from the edge of the surface of a public street into both subject properties and includes only that area necessary to access each parking lot but having no more than twenty five feet (25') of shared aisle space. The final design of the area must be approved by the city and the area must be located on both of the subject properties.

JOINT PARKING AISLE: A surfaced area extending beyond that of a joint driveway that provides two-

way circulation or access to parking bays, stalls or lots of two (2) adjacent parking lots on separate properties. The final design of the area must be approved by the city and the area must be located on both of the subject properties.

JUNKYARD: An area where used, waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including, but not limited to, scrap iron, and other metals, paper, rags, rubber products, bottles, and used building materials. Storage of materials in conjunction with construction or a manufacturing process shall not be included. Such use shall not include garbage.

KENNEL, ANIMAL: A place where three (3) or more of any single type of domestic animal, over six (6) months of age, are owned, boarded, bred, or offered for sale.

LAKES: Open water without emergent vegetation identified as protected waters by the department of natural resources.

LANDSCAPE LOT AREA: That portion of a lot required to remain as open space, free of buildings, parking, and drives. Landscape lot areas may consist of:

- A. Naturally vegetated areas;
- B. Wetlands or ponding areas;
- C. Planting beds, ground cover and mulch areas (vegetative, rock, bark chip, etc.);
- D. Decorative walkways and areas not to exceed fifteen percent (15%) of the required landscape lot area; and
- E. Outdoor recreation areas.

LANDSCAPING: Plantings such as trees, grass, shrubs and decorative timbers, arbors, rocks and water displays.

LEED: An acronym for leadership in energy and environmental design.

LICENSED ENGINEER: A person licensed as a professional engineer by the state of Minnesota.

LOADING AREA: Any area where trucks are maneuvered and parked for the purpose of loading or unloading products, materials, or equipment.

LOT: A parcel of land described by metes and bounds measurement, reference to a registered land survey plat, record of survey map, or other means, and separated from other parcels or portions by said description, and which is occupied by, or is suitable under this title and other applicable ordinances for occupancy by one principal building, or used together with any accessory buildings or uses and such open spaces as are required by this title.

LOT AREA: The area of a lot on a horizontal plane bounded by lot lines. For the purpose of meeting any area or dimensional requirements, the lot area shall not include any portion that lies within a public road easement or which is below the ordinary high water mark of any lake, river or stream. In addition, at least seventy five percent (75%) of the required minimum lot size for that district must be contiguous upland to

itself and not be within a wetland, floodplain, or bluff. In other words, the lot area would be the contiguous upland seventy five percent (75%) of the lot that is not within the wetland, floodplain or bluff.

LOT AREA, NET BUILDABLE: The space remaining on a lot after the minimum landscape area, open space, parking and setback requirements of this title have been met.

LOT AREA, PER FAMILY: The lot area required by this title to be provided for each family in a dwelling.

LOT, BUILDABLE PORTION OF (Building Envelope)²: The area of a lot on which a principal structure may be placed. The portion of a lot remaining after the minimum building setbacks have been met.

LOT, BUTT: A lot located on the end of a block, excluding corner lots.

LOT, CORNER: A lot situated at the junction of and abutting on two (2) or more intersecting streets, or a lot at the point of deflection in alignment of a continuous street, the interior angle of which does not exceed one hundred thirty five degrees (135°).

LOT COVERAGE: The total allowable amount of lot area, expressed as a percentage, which may be covered by a principal use and its accessory structures.

LOT DEPTH: The mean horizontal distance between the front lot line and the rear lot line.

LOT, INTERIOR: A lot other than a corner lot, including through lots.

LOT LINE: The property line bounding a lot except that where any portion of a lot extends into the public right of way or a proposed public right of way, the line of such public right of way shall be the lot line. For purposes of setback requirements, waterfront lots shall be deemed to have frontage on both the street and waterfront.

LOT LINE, FRONT: The boundary of a lot which abuts an existing or dedicated public street. In the case of a lot in a residential zoning district with more than one street frontage, it shall be that shortest dimension on a public street. Lots in nonresidential zoning districts with more than one street frontage shall be deemed to have a front lot line on each street.

LOT LINE, REAR: That boundary of a lot which is opposite the front lot line. If the rear lot line is less than ten feet (10') in length or if the lot forms a point at the rear, the rear lot line shall be a line ten feet (10') in length within the lot, parallel to the front lot line.

LOT LINE, SIDE: Any boundary of a lot which is not a front lot line or a rear lot line.

LOT OF RECORD: A lot existing as of January 19, 1982, or approved by the city as a lot subsequent to that date.

LOT, SHORELINE: A lot having one or more lot lines fronting on public waters.

LOT, THROUGH: Any lot other than a corner lot which abuts more than one street.

LOT WIDTH: The horizontal distance between the side lot lines of a lot measured parallel to the front line of the lot at the setback line.

LOW DENSITY RESIDENTIAL: Single-family dwellings in standard neighborhood settings.

MANUFACTURED HOME: A structure, transportable in one or more sections, which in the traveling mode is eight (8) body feet or more in width or forty (40) body feet or more in length or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein, except that the term includes any structure which meets all the requirements and with respect to which the manufacturer voluntarily filed a certification required by the secretary of the United States department of housing and urban development and complies with the standards established under section [10-5-6](#) of this title.

MANUFACTURED HOME PARK: Any site, lot, field or tract of land upon which two (2) or more occupied manufactured homes are located, either free of charge or for compensation, and includes any building, structure, tent, vehicle or enclosure used or intended for use as part of the equipment of the manufactured home park.

MANUFACTURING, HEAVY: All manufacturing, compounding, processing, packaging, treatment or assembly of products and materials that may emit objectionable and offensive influences beyond the lot on which the use is located.

MANUFACTURING, LIGHT: All uses which include the compounding, processing, packaging, treatment or assembly of products and materials, provided such use will not generate objectionable influence that extends beyond the lot on which the use is located.

MEDICAL CLINIC: A structure intended for providing medical examinations and service available to the public. This service is provided without overnight care available.

MEDIUM DENSITY RESIDENTIAL: Existing mobile homes, manufactured housing, single-family homes, two-family dwelling, up to four-family dwelling including townhouses.

MEMORIAL PARK/CEMETERY: Burial ground or area set aside for passive recreation as a memorial to past generations.

METES AND BOUNDS: A method of property description utilizing directions and distances commencing from and terminating at an easily identifiable point.

MINING: The extraction of sand, gravel, rock, soil or other materials from the land in the amount of four hundred (400) cubic yards or more and the removal thereof from the site. The only exclusion from this definition should be removal of minerals associated with the nominal construction of a building.

MONUMENT SIGN: A sign that, excluding poles or other such structures, rests on the ground or very close thereto so that one cannot see beyond the sign by looking under the sign.

MOTOR COURTS, MOTOR HOTEL OR MOTEL: A building or group of buildings other than a hotel used primarily as a temporary residence.

MOTOR FREIGHT TERMINAL: A building in which freight brought by motor truck is transferred and/or stored for movement.

MOTOR FUEL STATION: A retail place of business engaged primarily in the sale of motor fuels, but

also may be engaged in supplying goods and services generally associated with the operation and maintenance of motor vehicles. These may include sale of petroleum products, sale and servicing of tires, batteries, automotive accessories, and replacement items, washing and lubrication services, and the performance of minor automotive maintenance and repair.

MOTORIZED VEHICLE LEASING AND RENTALS: A business that leases or rents motorized vehicles to the general public. Includes minor services and washing as an accessory use. Not more than eight (8) rental or lease vehicles on site at one time.

MULTI-BUSINESS SIGN: A freestanding sign which displays, or is capable of displaying, more than one business, of which at least one business is located upon a different parcel of real estate.

MULTI-TENANT SIGN: A pylon sign which displays, or is capable of displaying, more than one business.

MULTIPLE OCCUPANCY BUILDING: A building containing two (2) or more independent businesses with or without separate exterior entrances and for which signage, parking and site requirements are unified in a consistent visual and functional manner.

MULTISPECIALTY OUTPATIENT CLINIC: A medical facility containing at least three (3) specialty outpatient service and ancillary services such as laboratory services, urgent care, day surgery, physical therapy, OB/GYN, imaging services, pharmacy services, etc.

NAMEPLATE SIGN: A permanent wall sign affixed on the front facade of a residential structure.

NEIGHBORHOOD PARK: A park designed to provide for limited recreation needs of a neighborhood.

NONCONFORMING LOT: A lot that does not meet the minimum width, area, or other requirements of the zoning or subdivision regulations.

NONCONFORMING STRUCTURE: A nonconforming use which consists of a building or structure having one or more dimensional features that do not meet the current zoning regulations.

NONCONFORMING USE: A building, structure or use of a building, structure or parcel of land, or a portion thereof, lawfully existing as of the effective date hereof or amendment hereto, as a matter of right or by permit, which is not permitted in the zoning district in which it is located. A nonconforming structure is considered a nonconforming use.

NOXIOUS MATTER OF MATERIALS: Material capable of causing injury to living organisms by chemical reaction, or capable of causing detrimental effects on the physical or economic well being of individuals.

NURSERY, DAY: A use where care is provided for pay for three (3) or more children for periods of four (4) hours or more per day.

NURSERY, LANDSCAPE: A business growing and selling trees, flowering and decorative plants, and shrubs.

OFF STREET PARKING AREAS: Structures or areas of ground used for the storage or parking of motor vehicles.

OFFICE: A room, suite of rooms, or a building containing rooms or suites of rooms in which persons conduct commercial activities, provide professional services, or carry on occupations and where goods are not stored, produced, sold at retail or repaired, including, but not limited to, the following: financial institutions, executive and administrative offices, business offices such as insurance, real estate, sales and similar offices, professional offices such as offices of engineers, surveyors, architects, accountants, attorneys and bookkeepers and similar offices, but excluding medical clinics.

OPEN SALES LOT: Land devoted to the display of goods for sale, rent, lease or trade where such goods are not enclosed within a building.

OPEN SPACE: See definition of Landscape Lot Area.

OPEN STORAGE: Storage of material outside of a building.

ORDINARY HIGH WATER MARK: A mark delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape. The ordinary high water mark is commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial.

ORNAMENTAL TREE: A tree which is valued more for its appearance and visual benefits rather than its functional benefits.

OUTSIDE IMPROVEMENTS: Landscaping, parking lots, trash enclosures, drainage, and other required site improvements constructed to support or in conjunction with a principal building or use.

OVERSTORY TREE: A tree which occurs in the upper levels of the forest canopy, usually the dominant and codominant tree crown classes.

OWNER: An individual, firm, association, syndicate, partnership, corporation, trust, or any other legal entity having proprietary interest in the land and/or building.

PARKING SPACE: A surfaced and maintained area for the storage of one standard automobile ten feet by twenty feet (10' x 20').

PARTY WALL: A common wall which divides two (2) independent dwelling units or businesses.

PATHWAY, PEDESTRIANWAY: A public or private way, running across or located within a platted lot or block or an unplatted parcel of land used primarily for pedestrian traffic.

PEDESTRIANWAY: The right of way across or within a block for use by pedestrian traffic.

PERSON: Any individual, firm, partnership, corporation, company, associates, joint stock association or body politic; includes any trustee, receiver, assignee or other similar representative thereof.

PERSONAL SERVICES USE: Establishments providing nonmedically related services, including beauty and barber shops; tattoo parlors and body piercing; tanning salons and massage parlors. These uses may also include accessory retail sales of products related to the services provided.

PERVIOUS PAVEMENT: Pervious materials that permit water to enter the ground by virtue of their porous nature or by large spaces in the material.

PITCHED ROOF: A roof that has no less than three feet (3') of rise for every twelve feet (12') of run (3:12).

PLANNED UNIT DEVELOPMENT: A tract of land under unified ownership or partnership to provide for a planned development project wherein there is more than one principal building or land use per lot and with adequate controls to protect adjacent development and ensure high standards of development in accordance with an integrated design and coordinated physical plan.

PLANNING AND ZONING ADMINISTRATOR: The duly appointed person charged with implementation and enforcement of this title.

PORCH, COVERED: A horizontal platform attached to a principal structure with a roof but no walls but may have a guardrail no higher than forty eight inches (48").

PORTICO: A porch or walkway with a roof supported by columns or posts leading to the entrance of a structure.

PRESERVATION AREA: To preserve a representative sample of ecologically significant land and the diversity of life it supports.

PRIVATE RIGHT OF WAY: Nonpublic rights of way as identified in the city of Baxter street/snowplowing map or private accesses for approved planned unit developments (PUD).

PRIVATE SIGN: Any sign that is erected by a nongovernmental entity.

PROJECT: The improvements of an entire proposed undertaking (involving new construction and/or modification of an existing building) identified on a building permit.

PROJECT COSTS: The total cost of all the improvements of a proposed project identified on a building permit.

PUBLIC USE: The use of any lot, parcel of land and any structure or building thereon exclusively for public purposes by any department or branch of government, federal, state, county or city, including independent school districts, without reference to the ownership of said lot, parcel of land, building or structure.

PUBLIC WATERS: A body of water capable of substantial beneficial public use. This shall be construed to mean, for the purposes of these regulations, any body of water which has the potential to support any type of recreational pursuit or water supply purpose. A body of water created by a private user where there was no previous "shore land", as defined herein, for a designated private use authorized by the commissioner of natural resources, shall be exempt.

PYLON SIGN: A sign in which there is at least ten feet (10') between the ground and the face of the sign so that one could see beyond the sign by looking under the sign.

RAILROAD RIGHT OF WAY: A strip of land with tracks and auxiliary facilities for track operation, but not including depots, loading platforms, stations, train sheds, warehouses, car shops, car yards, locomotive shops or water towers.

RECREATION, COMMERCIAL: Recreational facilities which are operated for profit or render a service which is customarily considered as a business.

RECREATIONAL CAMPING VEHICLE: As defined by Minnesota statutes section 327.14, or as further amended.

RELIGIOUS INSTITUTION: A building, together with its accessory buildings and uses, where persons regularly assemble for religious worship and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship and related community activities.

REMODELING: Construction which results in a change in the outside perimeter of the building (i.e., either larger or smaller).

REPAIR OF EXTERIOR MATERIAL: Restoration of the original exterior material to a sound condition.

REPLACEMENT OF EXTERIOR MATERIAL: Removal and reinstallation of the exterior material.

REPLACEMENT, RECONSTRUCTION, OR RESTORATION: Construction that exactly matches preexisting conditions and is completed in time frames set forth in subsection [10-1-3D8b\(5\)](#) of this title.

RESEARCH: The use of any lot, parcel of land and any structure or building located thereon for the purpose of studying or investigating facts not readily available, such as, for example, medical, chemical, electrical, metallurgical, or other scientific research, but excluding the manufacture or processing of materials or goods for sale. Research with animals is considered a separate category.

RESIDENTIAL CARE FACILITY: Any facility licensed by the Minnesota department of human services, public or private, which for gain or otherwise regularly provides one or more persons with twenty four (24) hour per day substitute care, food, lodging, training, education, supervision, habilitation, rehabilitation, and treatment they need, but which for any reason cannot be furnished in the person's own home. Residential facilities include, but are not limited to: state institutions under the control of the commissioner of public welfare, foster homes, halfway houses, residential treatment centers, maternity shelters, group homes, residential programs or schools for handicapped children.

REST HOME OR NURSING HOME: A building having accommodations where care is provided for two (2) or more invalid, infirm, aged, convalescent, or physically disabled persons that are not of the immediate family, but not including hospitals, clinics, sanatoriums, or similar institutions.

RESTAURANT: A business established whose principal business is the preparation, service and sale of food and beverages to be consumed by customers while seated at tables or counters located within the building on the premises.

RETAIL SALES: Establishments whose main purpose is the sale of goods in small quantities directly to consumers.

ROOFLINE CHANGE: Any horizontal or vertical change above the roof deck line of an existing building including increasing of a parapet or other feature but excluding the mere addition of mechanical equipment and associated screening.

SANITARIUM OR SANATORIUM: An institution for the inpatient care and treatment of chronic mental health patients for extended or permanent periods of time.

SCHOOLS, GENERAL EDUCATION: Nursery, primary, elementary, secondary schools and colleges.

SCHOOLS, SPECIAL EDUCATION: Trade, vocational, business, barber, beauty, art, music, dancing, driving, and other professional schools, with or without on site housing.

SEASONAL RECREATIONAL CAMPING VEHICLE PARK (SRCVP): A parcel of land specifically developed for locating only recreational camping vehicles on lots for temporary occupancy. Continuous occupancy extending beyond six (6) months in any twelve (12) month period shall constitute permanent occupancy.

SENIOR HOUSING OR LIVING: A multiple-family dwelling with open occupancy limited to persons at least fifty five (55) years of age. In the case of double occupancy of a unit, only one resident is required to be at least fifty five (55) years of age. However, such resident under fifty five (55) years of age must be a spouse or the caretaker or superintendent of the building or complex. Senior housing or living also includes all types of life cycle housing in these structures and may include handicapped persons as defined by the department of housing and urban development (HUD).

SENSITIVE RESOURCE MANAGEMENT: The preservation and management of areas unsuitable for development in their natural state due to constraints such as shallow soils over groundwater or bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding, or occurrence of flora or fauna in need of special protection.

SETBACK: The minimum horizontal distance between a structure, parking area, fence and a lot line.

SETBACK, MINIMUM BUILDING: The minimum horizontal distance allowed by this title between a structure and a lot line.

SHADE TREE: A deciduous tree which will provide shade for an intended object, windows of a building, or open surface area. The purpose of the shade tree is to provide for cooling in the summer.

SHEET METAL SIDING PANELS: Prefinished metal or site finished siding panels that are flat, corrugated, ribbed, etc., and use exposed fasteners.

SHORE IMPACT ZONE: Land located between the ordinary high water level of a public water and a line parallel to it at a setback of fifty percent (50%) of the structure setback.

SHORE LAND: Land located within the following distances from public waters: one thousand feet (1,000') from the ordinary high water mark of any lake and three hundred feet (300') from the bank of the river or stream or three hundred feet (300') from the base flood water surface elevation, whichever is a greater distance, all as identified in section [10-3L-3](#) of this title.

SIDEWALK: A hard surfaced public or private way used primarily for pedestrian traffic.

SIGN: Any name, identification, description, display, logo, illustration or device which is affixed to, painted or represented directly or indirectly upon a building or other surface or piece of land, and which directs attention to an object, product, place, activity, person, institution, organization or business.

SIGN AREA: The area of the sign measured within lines drawn between the outermost points of a sign, but excluding essential sign structure, foundations or supports. The calculation for a double faced sign shall be the area of one face only. Double faced signs shall be so constructed that the perimeter of both faces coincide and are parallel and are not more than twenty four inches (24") apart.

SIGN HEIGHT: The average level of the grade below the sign to the topmost point of the sign including the supporting sign structure, foundations and supports.

SIMULATED MATERIAL: A manmade product produced to resemble, reflect or copy a natural material in appearance and durability.

SOIL PROCESSING: The processing of sand, gravel or other materials mined from the land.

SPECIAL RESIDENTIAL/CLUSTERS: Development example: Single-family neighborhoods with much rural land. The goal of this zone is to provide residential neighborhoods in a rural setting. No central sewer service will be provided in this area.

STABLE, COMMERCIAL: Any structure or land used for the lease, rental, sale or hire of the equestrian family (horses), to the public. Breeding, boarding, or training of equines may also be conducted.

STABLE, PRIVATE: Any structure or land used for the keeping of equestrian family (horses) owned by the occupants of the principal use and not kept for remuneration, hire, or sale.

STEEP SLOPE: Land where development is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and construction techniques are used in accordance with the provisions of this title. Where specific information is not available, steep slopes are lands having average slopes of three to one (3:1) or greater, as measured over horizontal distances of fifty feet (50') or more, that are not defined as bluffs.

STOOP: A small porch or stairway at the entrance of a structure.

STORY: That portion of a building included between the surface of any floor and the surface of the floor next above it, or, if no such floor above, the space between such floor and the ceiling next above it.

STORY, HALF: A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three feet (3') above the top floor level, and in which space not more than two-thirds ($\frac{2}{3}$) of the floor area is finished for use. A half story containing independent apartment or living quarters shall be counted as a full story.

STREETS: A public or private way; consisting, in the case of a private way, of a roadway; and in the case of a public way, of a roadway and a boulevard (the latter of which may contain a sidewalk), used primarily for vehicular traffic, whether designated as a street, avenue, parkway, road, lane, throughway, expressway, highway, place or however otherwise designated. The term "streets" includes the following classifications:

Collector Street: A street which carries traffic from local streets and highways of higher classifications. It provides for both land access service and local traffic movements within residential neighborhoods, commercial areas and industrial areas.

Cul-De-Sac: A street with a circular turnaround and only one outlet.

Expressway: A type of major arterial with a controlled access roadway and expressway ramps to provide ingress or egress to other levels of streets. The use of expressway ramps allows the uniform flow of traffic on a major arterial highway without undue delays.

Local Street: A street of limited continuity used primarily for access to the abutting properties and the local needs of a neighborhood.

Minor Arterial: A street system that interconnects with and augments the urban major arterial system and provides service to trips of moderate length at a somewhat lower level of travel mobility than major arterials. This system distributes travel to geographical areas smaller than those identified with the higher system.

Principal Arterial: Usually a divided highway with four (4) or more lanes and serves the major centers of activity of a metropolitan area, the highest traffic volume corridors, and the longest trip desire. The major arterial carries a high proportion of the total urban area travel on a minimum mileage. Almost all fully and partially controlled access facilities are a part of this class.

STRUCTURE: Anything constructed, placed or erected that requires the use of a permanent location on the ground or attachment to something having a permanent location on the ground. This definition does not include aerial or underground utility lines. This definition would not include fish houses, shore stations, vehicles and other such items that are in fact moved onto a lot for seasonal purposes only. If, however, such items do in fact not move during each season, they shall be considered a structure for the purposes hereof. Factors to consider for determining if such items are in fact structures are: do they in fact move each season, is the item still functional for its intended use other than a permanent structure, has the landowner prepared a block, board or other such foundation for said structure intending on it being there indefinitely.

STUCCO: Portland cement based finish material.

STUDIO; ART RELATED: Workspace and accessory sale of art produced on the premises for one or more artists or artisans, including photography, fine and craft art, interior decorating and related uses.

SUBDIVISION: The division of any parcel of land into two (2) or more lots, blocks, and/or sites, with or without streets or highways and includes resubdivision.

SURVEYOR: A person duly registered as a land surveyor by the state of Minnesota.

TEMPORARY SIGN: A sign that is designed or intended to be displayed for a short period of time and is not permanently installed. Election signs are specifically regulated by Minnesota statutes section 211B.045.

TIER 1 INDUSTRIAL DISTRICT: Refer to the official industrial tier maps adopted by the Baxter city council by resolution.

TIER 2 INDUSTRIAL DISTRICT: Refer to the official industrial tier maps adopted by the Baxter city council by resolution.

TOBACCO SPECIALTY STORE: A tobacco retailer whose business exclusively or primarily involves the sale of tobacco products and related goods.

TOE OF BLUFF: The lower point of a fifty foot (50') segment with an average slope exceeding eighteen percent (18%).

TOP OF BLUFF: The higher point of a fifty foot (50') segment with an average slope exceeding eighteen percent (18%).

TOWNHOUSE: A single-family dwelling which maintains private ingress and egress, contains no independent dwellings above or below it, and is attached to other similar dwellings by a common wall.

TRAIL: A cleared or paved pathway used by individuals on foot, mechanically powered machines, or powered machines for transportation or recreation. These facilities are not designed for conventional motor vehicles.

TRUCK STOP: A motor fuel station devoted principally to the needs of trucks and which shall include eating and/or sleeping facilities.

USE: The purpose or activity for which the land or structure thereon is designated, arranged, or intended, or for which it is occupied, utilized, or maintained.

USE, ACCESSORY: A use subordinate to and serving the principal use or structure on the same lot.

USE, CONDITIONAL: A use which is permitted within a zoning district only after a public hearing and if certain conditions are met which eliminate or minimize the incompatibility of the conditional use with other permitted uses of the district.

USE, INTERIM: The temporary use of a property until a particular date, until the occurrence of a particular event or until the zoning regulations no longer permit said use.

USE, NONCONFORMING: Any use of land or structures which does not conform to the use restrictions for the district in which it is located and which lawfully existed on November 19, 1974, or on the date of adoption hereof, or on the date the use became nonconforming because of rezoning of the property or amendment to the text of this title. This should not be confused with substandard dimensions of a conforming use.

USE, OPEN: The use of land without a building or including a building incidental to the open use.

USE, PERMITTED: A use which conforms with the requirements of the zoning district within which it is located.

USE, PRINCIPAL: The primary use of the land or structures as distinguished from accessory uses.

USE, SPECIAL PRINCIPAL: A principal use which, because of unique characteristics, cannot be classified as a permitted principal use in any particular district, and which, after due consideration by the planning and zoning commission and council, pursuant to the applicable procedures contained herein, may nevertheless be allowed on a site in a particular zoning district by special use permit granted by the council. Includes temporary uses which require special approval before being allowed.

UTILITY DISTRIBUTION LINES: The distribution facilities of electric power, gas, water, and communication companies which directly serve abutting properties.

UTILITY SERVICE AREA: The area where municipal sewer service would be available. It is anticipated that if municipal sewer service is limited to this area that the existing sewer plant capacity will be adequate. Development occurring outside the service utility area would be served by individual sewers or neighborhood systems. In this area, city policy will favor neighborhood systems.

UTILITY SUBSTATION: A structure used for the relay or distribution of electric, water, sewer,

telephone, etc., services.

UTILITY TRANSMISSION LINES: The transmission facilities of electric power and communication companies which do not directly serve abutting properties.

VARIANCE: A modification or variation of the provisions of this title, as applied to a specific piece of property, except that modification in the allowable uses within a district shall not be allowed as a variance.

VETERINARY: Those uses concerned with the diagnosis, treatment, and medical care of animals including animal or pet hospitals.

WALL SIGN: Any exterior sign which is affixed to the wall of a building, including signs attached to doors, marquees, canopies, or parapet walls. Any sign one foot (1') above eaves height or the top of a parapet wall shall be considered as a roof sign and not allowed.

WAREHOUSING: The principal use is storage of materials or equipment within an enclosed building.

WATERFRONT USES: Boat docks, and storage, water recreation equipment and other uses normally associated with lakeshore property.

WEEDS: A. Noxious weeds as defined and designated pursuant to Minnesota statutes sections 18.76 through 18.88, as amended, or

- B. Any volunteer plants as may be listed by the city weed inspector as prohibited plants, said list being available at city hall, and are regulated by [title 4, chapter 4](#) of this code.

WETLANDS: Low lying areas which are normally covered with shallow or intermittent waters. Swamps, marshes, bogs, and other areas are all wetlands and may occur as part of a river, stream, drainageway, or as a freestanding low area.

WHOLESALE: The selling of goods, equipment and materials by bulk to another business that in turn sells to the final customer.

YARD: A required open space on a lot which is unoccupied and unobstructed by any structure from its lowest ground level to the sky except as expressly permitted in this title.

YARD, FRONT: A yard extending across the front of the lot between the side property lines and lying between the front lot line and the nearest line of the building.

YARD, REAR: A yard extending across the rear of the lot between the side property lines and lying between the rear lot line and the nearest line of the building.

YARD, SIDE: A yard between the side line and the nearest line of the building and extending from the front yard line to the rear yard line.

ZONING DISTRICT: An area within the limits of the zoning jurisdiction for which the regulations and requirements governing use, lot and bulk of structures and premises are uniform. (Ord. 8, 12-17-1996; amd. Ord. 8.31, 4-6-1999; Ord. 8.38, 9-18-2001; 2002 Code; Ord. 2006-10, 3-21-2006; Ord. 2006-13, 4-18-2006; Ord. 2006-23, 8-1-2006; Ord. 2007-4, 2-20-2007; Ord. 2007-6, 3-20-2007; Ord. 2007-7, 3-20-2007; Ord. 2007-11, 6-19-2007; Ord. 2007-16, 11-5-2007; Ord. 2008-1, 1-2-2008; Ord. 2008-4, 2-19-

2008; Ord. 2008-5, 2-19-2008; Ord. 2009-4, 3-17-2009; Ord. 2009-5, 4-21-2009; Ord. 2009-10, 5-19-2009; Ord. 2009-11, 5-19-2009; Ord. 2009-17, 11-17-2009; Ord. 2009-18, 1-5-2010; Ord. 2010-3, 2-16-2010; Ord. 2010-9, 7-20-2010; Ord. 2011-05, 12-20-2011; Ord. 2012-04, 5-15-2012; Ord. 2013-7, 5-21-2013; Ord. 2013-9, 5-21-2013; Ord. 2013-25, 12-17-2013; Ord. 2014-19, 6-17-2014; Ord. 2014-24, 10-21-2014; Ord. 2015-06, 3-17-2015)

SECTION 3. Amendments. The text of Chapter 3, Article A, Section 5A “Lot Area, Height, Lot Width and Yard Requirements”; Article B, Section 5A “Lot Area, Height, Lot Width and Yard Requirements”; Article C, Section 5B “Lot Area, Height, Lot Width and Yard Requirements”; Article D, Section 5A “Lot Area, Height, Lot Width and Yard Requirements”; Article E, Section 5A “Lot Area, Height, Lot Width and Yard Requirements”; Article F, Section 5A “Lot Area, Height, Lot Width and Yard Requirements”; Article G, Section 5A “Lot Area, Height, Lot Width and Yard Requirements”; Article H, Section 5A “Lot Area, Height, Lot Width and Yard Requirements”; and Article I, Section 5A “Lot Area, Height, Lot Width and Yard Requirements” of Title 10 (Zoning Regulations) of the Baxter City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

10-3A-5: LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS:

A. Area Requirements: The following requirements shall be met in the F district. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter.

	Without Public Sewer And Water
Minimum lot size	10 acres
Minimum lot width	200 feet interior 220 feet corner
Minimum principal structure setbacks:	
Front yard	40 feet
Side yard	30 feet interior 40 feet abutting corner
Rear yard	30 feet
Minimum accessory structures setbacks:	10 feet
<u>Front yard</u>	<u>40 feet</u>
<u>Side yard</u>	<u>10 feet interior</u> <u>40 feet abutting corner</u>
<u>Rear yard</u>	<u>10 feet</u>
Maximum lot coverage	15 percent

Maximum building height	35 feet
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10-3B-5: LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS:

A. Area Requirements: The following requirements shall be met in the RS district. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter.

		Without Public Sewer And Water
Minimum lot size		5 acres
Minimum lot width		200 feet interior 220 feet corner
Minimum principal structure setbacks:		
	Front yard	40 feet
	Side yard	30 feet interior 40 feet abutting corner
	Rear yard	30 feet
Minimum accessory structures setbacks:		10 feet
	<u>Front yard</u>	<u>40 feet</u>
	<u>Side yard</u>	<u>10 feet interior</u> <u>40 feet abutting corner</u>
	<u>Rear yard</u>	<u>10 feet</u>
Maximum lot coverage		20 percent
Maximum building height		35 feet

10-3C-5: LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS:

B. Area Requirements: The following requirements shall be met in the R-1 district. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter.

	Without Public Sewer And Water	With Public Sewer And Water
Minimum lot size	Lot of record pursuant to subsection 9-5-3C of this code, provided it complies with subsection 10-1-3D8c , "Nonconforming Lots", of this title	15,000 square feet
Minimum lot width		100 feet interior 120 feet corner
Minimum principal building setbacks:		
Front yard		40 feet
Side yard		10 feet interior 40 feet abutting corner
Rear yard		30 feet
Minimum accessory structures setbacks:		10 feet
<u>Front yard</u>		<u>40 feet</u>
<u>Side yard</u>		<u>10 feet interior</u> <u>40 feet abutting corner</u>
<u>Rear yard</u>		<u>10 feet</u>
Maximum lot coverage		40 percent
Maximum building height		35 feet

10-3D-5: LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS:

A. Area Requirements: The following requirements shall be met in the R-2 district. New development shall only be allowed when a full range of municipal services and facilities are available to serve the site. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter.

	With Public Sewer And Water
Minimum lot size	25,000 square feet

Minimum lot width	100 feet interior 120 feet corner
Minimum principal structure setbacks:	
Front yard	40 feet
Side yard	10 feet interior 40 feet abutting corner
Rear yard	30 feet
Minimum accessory structures setbacks:	10 feet
<u>Front yard</u>	<u>40 feet</u>
<u>Side yard</u>	<u>10 feet interior</u> <u>40 feet abutting corner</u>
<u>Rear Yard</u>	<u>10 feet</u>
Maximum lot coverage	50 percent
Maximum building height	35 feet

10-3E-5: LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS:

A. Area Requirements: The following requirements shall be met in the R-3 district. New development shall only be allowed when a full range of municipal services and facilities are available to serve the site. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter.

	With Public Sewer And Water
Minimum lot size	25,000 square feet
Minimum lot width	100 feet interior 120 feet corner
Minimum principal building setbacks:	
Front yard	40 feet
Side yard	10 feet interior 40 feet abutting corner
Rear yard	30 feet
Minimum accessory structures setbacks:	10 feet

	<u>Front yard</u>	<u>40 feet</u>
	<u>Side yard</u>	<u>10 feet interior</u> <u>40 feet abutting corner</u>
	<u>Rear yard</u>	<u>10 feet</u>
Maximum lot coverage		50 percent
Maximum building height		45 feet

10-3F-5: LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS:

A. Area Requirements: The following requirements shall be met in the C1 district. New development shall only be allowed when a full range of municipal services and facilities are available to serve the site. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter.

		With Public Sewer And Water
Minimum lot size		20,000 square feet
Minimum lot width		100 feet interior 120 feet corner
Minimum principal structure setbacks:		
	Front yard	30 feet
	Side yard	10 feet interior 30 feet abutting corner
	Rear yard	30 feet
Minimum accessory structures setbacks:		10 feet
	<u>Front yard</u>	<u>30 feet</u>
	<u>Side yard</u>	<u>10 feet interior</u> <u>30 feet abutting corner</u>
	<u>Front yard</u>	<u>10 feet</u>
Maximum building height		35 feet
Maximum ground floor footprint		30,000 square feet
Maximum lot coverage		50 percent

Maximum impervious surface (other than shore land overlay district)	88 percent
Maximum impervious surface (shore land overlay district)	25 percent

10-3G-5: LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS:

A. Area Requirements: The following requirements shall be met in the C2 district. New development shall only be allowed when a full range of municipal services and facilities are available to serve the site. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter.

		With Public Sewer And Water
Minimum lot size		20,000 square feet
Minimum lot width		100 feet interior 120 feet corner
Minimum principal structure setbacks:		
	Front yard	35 feet
	Side yard	10 feet interior 35 feet abutting corner
	Rear yard	30 feet
Minimum accessory structures setbacks:		10 feet
	<u>Front yard</u>	<u>35 feet</u>
	<u>Side yard</u>	<u>10 feet interior</u> <u>35 feet abutting corner</u>
	<u>Rear yard</u>	<u>10 feet</u>
Maximum lot coverage		50 percent
Maximum building height		45 feet
Maximum impervious surface (other than shore land overlay district)		88 percent
Maximum impervious surface (shore land overlay district)		25 percent

10-3H-5: LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS:  

A. Area Requirements: The following requirements shall be met in the OS district. New development shall only be allowed when a full range of municipal services and facilities are available to serve the site. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter.

		With Public Sewer And Water
Minimum lot size		20,000 square feet
Minimum lot width		100 feet interior 120 feet corner
Minimum principal structure setbacks:		
	Front yard	35 feet
	Side yard	10 feet interior 35 feet abutting corner
	Rear yard	30 feet
<u>Minimum Accessory structures setbacks:</u>		10 feet
	<u>Front yard</u>	<u>35 feet</u>
	<u>Side yard</u>	<u>10 feet interior</u> <u>35 feet abutting corner</u>
	<u>Rear yard</u>	<u>10 feet</u>
Maximum lot coverage		50 percent
Maximum building height		45 feet
Maximum impervious surface (other than shore land overlay district)		88 percent
Maximum impervious surface (shore land overlay district)		25 percent

10-3I-5: LOT AREA, HEIGHT, LOT WIDTH, AND YARD REQUIREMENTS:

A. Minimum Area Requirements: The following requirements shall be required in the I district. New development shall only be allowed when a full range of municipal services and facilities are available to serve the site. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter.

		With Public Sewer And Water

Minimum lot size	20,000 square feet
Minimum lot area	50% of the lot area shall be occupied by buildings
Minimum lot width	100 feet interior 120 feet corner
Minimum principal structure setbacks:	
Front yard	35 feet
Side yard	10 feet interior 35 feet abutting corner
Rear yard	30 feet
<u>Minimum Accessory structures setbacks:</u>	10 feet
<u>Front yard</u>	<u>35 feet</u>
<u>Side yard</u>	<u>10 feet interior</u> <u>35 feet abutting corner</u>
<u>Rear yard</u>	<u>10 feet</u>
Maximum lot coverage	50 percent
Maximum building height	45 feet
Maximum impervious surface (other than shore land overlay district)	88 percent
Maximum impervious surface (shore land overlay district)	25 percent

SECTION 4. Amendments. The text of Chapter 4, Sections 7B “Storage Standards: Nonresidential Zoning Districts”; 8A “Screening/Landscaping/Fencing: Screening”; 8D, “Screening/Landscaping/Fencing: Landscaping”; 10E “Architectural Design Standards: Allowable Materials By Zoning District”; and 10F “Architectural Design Standards: Other Materials” of Title 10 (Zoning Regulations) of the Baxter City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

10-4-7: STORAGE STANDARDS:

B. Nonresidential Zoning Districts:

1. Outside Storage/Display:

- a. Exterior storage and display shall be governed by the respective zoning district in which such use is located.

- b. The area used for outside storage shall be hard surfaced with blacktop or concrete, unless specifically approved by the city council, to control dust and drainage.
- c. All exterior storage shall be located in the rear or side yard and shall be screened in accordance with the standards in subsection 10-4-8A of this chapter, so as not to be visible from adjoining properties and public streets except for the following:
 - (1) Merchandise being displayed for sale in accordance with zoning district requirements, subject to approval of a conditional use permit. The conditional use permit shall only be granted if the city council finds:
 - (A) The proposed storage/display is clearly accessory to the principal use.
 - (B) The proposed storage/display will not conflict with any required parking areas, drive aisles or loading areas.
 - (C) The proposed storage/display will only be located in approved areas.
 - (2) Materials and equipment currently being used for construction on the premises.

10-4-8: SCREENING/LANDSCAPING/FENCING:

A. Screening:

- 1. Required: Emphasis shall be placed on Sscreening orand buffering when adjacent to county or state roadway corridors and shall be required in areas where nonresidential districts abut residential districts, and Screening shall be required for ~~screening of~~ service yards, refuse, and waste removal areas, loading docks, truck parking areas, and other similar areas which tend to be unsightly. ~~Screening shall be provided when adjacent to county and state roadway corridors or residential zoning districts.~~ The screening may be accomplished through the use of walls, fencing, dense planting effective year round or any combination of these elements.
 - a. Screening shall be in harmony with the materials of the building, surroundings or other furnishing.
 - b. The screening shall be equal to or greater than the height of the object being screened as deemed appropriate by the city.
 - ~~c. The required screening shall provide a barrier that is at least fifty percent (50%) opaque.~~
 - ~~d.c.~~ Required screening shall not be located in the vision clearance areas as defined by this code.
- 2. Natural Vegetation: Street or utility easements or planned rights of way with natural vegetation shall not be used to meet screening requirements. Removal of any natural vegetation buffer now in place on undeveloped property shall require submittal of a replacement screening plan.
- 3. Exception: This screening requirement is not applicable to established business or industrial areas adjacent to property that is subsequently rezoned to residential use.

D. Landscaping:

- 1. Purpose:
 - a. ~~Purpose:~~ The purpose of this subsection is to establish minimum landscaping requirements to create a positive community image; to improve the appearance of vehicular use areas and property abutting public rights of way; to require buffering between noncompatible land uses; to protect, preserve and promote the aesthetic appeal,

character and value of the surrounding neighborhoods; and to promote public health and safety through the reduction of noise pollution, air pollution, visual pollution and glare.

- b. Reduction Of Visual Impacts: The landscaping standards shall require reduction of visual impacts associated with given uses, including, but not limited to:
 - (1) Truck loading areas;
 - (2) Trash storage;
 - (3) Parking lots, interior lot areas and perimeters;
 - (4) Large unadorned building massing;
 - (5) Garage doors associated with auto oriented uses; and
 - (6) Vehicular stacking areas for drive-through uses.
2. General Landscape Requirements For All Zoning Districts:
- a. Compliance: No new site development, permanent building or structure construction, remodeling involving outside changes to the site or vehicular use area modifications are allowed, unless the provisions of this subsection are met for the property in its entirety.
 - b. Preservation: Landowners are encouraged to preserve as much of their property in its natural, native state as possible.
 - c. Ground Coverage: All upland areas not otherwise forested or improved with buildings, structures, landscaping, or other allowed impervious surfaces shall be sodded or hydroseeded with species normally grown as permanent lawns and established to ninety percent (90%) coverage, except for the following:
 - (1) Grass seeding may be approved by the zoning administrator in areas that have an underground irrigation system. Grass must be established to ninety percent (90%) coverage.
 - (2) Native seeding may be approved by the zoning administrator. A site plan and planting schedule shall be submitted for review. Depending on the size, location and visibility of the native area to adjacent properties and right of way, the zoning administrator may forward the item to the city council for consideration. All native areas shall be established to ninety percent (90%) coverage with approved plantings and then maintained at this coverage.
 - (3) Other coverage methods may be accepted as part of an overall landscape plan.
 - d. Topsoil: Adequate topsoil shall be added to ensure growth of all plantings.
 - e. Ground Coverage Not Allowed: Ground coverage shall not include exposed sand, soil or weeds.
 - f. Landscape Health: Plants must be sound, healthy, vigorous, and free of disease, insect eggs and larvae.
 - g. Landscape Health: Plants must be sound, healthy, vigorous, and free of disease, insect eggs and larvae.
 - h. Landscape Sizing: The following landscape sizing shall be required at the time of planting. Larger plants may be used or specified at any time.

Landscaping Type	Minimum Size
Overstory deciduous (shade) trees	2 inch diameter (measured 6 inches above ground)

Coniferous (evergreen) trees	6 feet
Ornamental trees	1½ inch diameter (measured 6 inches above ground)
Shrubs	3 gallons

- i. Overstory Tree Equivalency: Up to fifty percent (50%) of the required number of overstory trees on a site may be substituted with an equivalent number of understory trees, smaller trees or shrubs. In such cases, two (2) ornamental trees, two (2) 4-foot coniferous trees, two (2) 1.5-inch diameter overstory trees, or ten (10) shrubs shall be equivalent to one overstory tree.
- j. Required Landscaping: Where required trees are removed to allow placement of building addition or site expansion, the required trees shall be replaced elsewhere on the property. Exceptions may be made by the zoning administrator if sites become overcrowded with trees based on new planting requirements.
- k. Credit For Existing Trees:
 - (1) Rear And Side Yard Trees: Credit for existing rear and side yard trees cannot be used to offset the front tree requirements.
 - (2) Mature Trees: Credit trees, when mature, must be able to be seen by passing public when site is completed.
 - (3) Minimum Requirements: Such trees fulfill the minimum requirement as to size and species. The zoning administrator shall determine the amount of the credit for such existing trees based upon their location and distribution in the lot.
- l. Protection Of Existing Trees: Proper precautions to protect trees during development shall be indicated on grading and landscape plans submitted for plan review. The following protective measures shall be followed:
 - (1) Tree Fencing: Installation of snow fencing or polyethylene laminate safety netting placed at the drip line or at the perimeter of the critical root zone (CRZ), whichever is greater, of significant trees, specimen trees, and woodlands to be preserved. No grade change, construction activity, or storage of materials shall occur within this fenced area.
 - (2) Soil Chemistry: Measures shall be taken to prevent a change in soil chemistry due to concrete washout and leakage or spillage of toxic materials, such as fuels or paints.
 - (3) Retaining Walls: Installation of retaining walls or tree wells to preserve trees must be no closer than the drip line or at the CRZ, whichever is greater.
 - (4) Utilities: Placement of utilities in common trenches shall be located outside of the drip line of trees to be preserved. The use of tunneled installation for utilities is encouraged.
 - (5) Aeration, Fertilizer And Irrigation Systems: The use of tree root aeration, fertilization, and/or irrigation systems is encouraged to promote the health of trees to be preserved.

- (6) **Transplanting:** Transplanting of existing trees is encouraged. If trees cannot be immediately transplanted, the trees shall be moved to a protected area for later transplanting into the construction area.
 - (7) **Staking Of Trees And Plant Hardiness:** The property owner is responsible for keeping trees in a plumb position. When staking is required, it shall occur so as not to create any hazards or unsightly obstacles. All wires shall be encased in hose to prevent tree damage.
3. **Landscape Plan Submission:** Prior to commencement of turf removal, grading, or planting, the property owner or developer shall prepare a landscape plan acceptable to the city for review. The contents of the plan shall include the following:
- a. A landscape plan shall be submitted providing all information required in this subsection. The plan shall be drawn to a scale between one inch equals eight feet (1" = 8') scale and one inch equals one hundred feet (1" = 100'), showing and labeling by name and dimensions all existing and proposed property lines, easements, utility lines, buildings, and other structures, vehicular use areas (including parking stalls, driveways, service areas, square footage), and water outlets.
 - b. Planting schedules including the quantity of plants to be installed, common name, botanical name, plant size at installation and at full growth, and root type (balled and burlapped, container).
 - c. Typical elevations and/or cross sections as may be required.
 - d. Title block with the pertinent names and addresses (property owner and person drawing plan), scale, date, north arrow.
 - e. Existing landscaping shall be shown including species and size. Any approved material in satisfactory condition may be used to satisfy this subsection in whole or in part.
4. **Landscape Performance Standards For R-1, ~~And~~ R-2, RS And F Districts:**
- a. **Ground Coverage:** Subject to subsections D2c and D2e of this section.
 - b. **Tree Requirements:**
 - (1) **Minimum:** A minimum of one deciduous tree shall be planted in the front yard between the principal structure and street right of way. In the case of a multiple frontage lot, each frontage will require a deciduous tree. If the house is on the lake, the planting requirement will apply to both the street frontage and land between the lake and the house.
 - (2) **Credit For Existing Trees:** A credit for existing trees that are preserved which meet the minimum size requirements can be granted by the city.
 - (3) **Trees Not Allowed:** Trees listed in subsection D5h of this section are not allowed to be used as a credit or as acceptable tree planting.
 - c. **Landscape Completion And Escrow:**
 - (1) **Certificate Of Occupancy:** No certificate of occupancy will be issued until after the property has been brought to final grade and all required plantings and ground cover are installed.
 - (2) **Non-Growing Season Escrow:**
 - (A) A temporary certificate of occupancy may be granted for a building during the non-growing season provided that that owner deposits a cash escrow or other acceptable surety with the city in an amount as set forth in the fee

schedule adopted annually by the city council. Upon satisfactory installation of the landscaping, the escrow will be returned to the depositor and a certificate of occupancy issued.

(B) If the landscaping is not installed by June 1 of the following year, the escrow will be forfeited. The city may then abate the violation and assess the cost to the property with the addition of any administrative fees.

(C) The city may grant a thirty (30) day extension after a written request of the landowner, or if the city determines weather conditions are not yet acceptable for planting to occur.

5. Landscape Performance Standards For R-3, C1, C2, OS, I, And PB Districts:
 - a. Priorities: When establishing landscaped areas for a site, top priority shall be given toward establishing landscaping areas in front yards (between buildings and street frontages). A secondary priority shall be given toward establishing landscaping areas around the site perimeter.
 - b. Ground Coverage: Subject to subsections D2c and D2e of this section and the following.
 - c. Tree Requirements:
 - (1) A minimum of one overstory deciduous or coniferous tree is required for every one thousand five hundred (1,500) square feet of total building floor area. If a development does not include an expansion of building floor area, one such tree is required for every seventy five feet (75') of site perimeter.
 - (2) In addition to the trees required in subsection D5c(1) of this section, a minimum of one overstory deciduous or coniferous tree is required for every seventy five feet (75') of frontage along all roadways. The zoning administrator may allow the required street frontage trees to be clustered along the street frontage, provided there is adequate spacing between trees, based on the canopy of the given species at maturity.
 - (3) Thirty percent (30%) of the total amount of required trees shall be coniferous.
 - (4) Coniferous trees shall not be located within fifty feet (50') of a driveway.
 - d. Shrubs: A minimum of one shrub is required for every four hundred fifty (450) square feet of total building floor area. If development does not include an expansion of building floor area, one such shrub is required for every forty five feet (45') of site perimeter.
 - e. Interior Parking Lot Landscaping: In addition to the requirements of this subsection, subsection [10-5-2C12](#) of this title includes requirements for interior parking lot landscaping.
 - f. Remodeling Or Redevelopment: In recognition of the fact that properties which have already been developed with permanent improvements as of the effective date hereof generally have less flexibility in meeting landscape requirements, the minimum quantities of trees and shrubs required in subsections D5c and D5d of this section, shall be reduced by one-third ($\frac{1}{3}$) of the requirements for new construction or development.
 - g. Landscape Completion And Escrow:
 - (1) Certificate Of Occupancy: No certificate of occupancy will be issued until after the property has been brought to final grade and all required plantings and ground cover are installed.
 - (2) Non-Growing Season Escrow:

- (A) A temporary certificate of occupancy may be granted for a building during the non-growing season provided that that owner deposits a cash escrow, letter of credit, or other acceptable surety with the city in an amount as set forth in the fee schedule adopted annually by the city council. Bonds are not acceptable.
 - (B) If the landscaping is not installed by June 1 of the following year, the escrow will be forfeited. The city may then abate the violation and assess the cost to the property with the addition of any administrative fees.
 - (C) The city may grant a thirty (30) day extension after a written request of the landowner, or if the city determines weather conditions are not yet acceptable for planting to occur.
- h. Trees Not Allowed: Trees not allowed or to be used as credit for existing trees or trees which may not be planted to comply with the requirements are:
- (1) Box elder.
 - (2) Silver maple.
 - (3) Northern catalpa.
 - (4) Russian olive.
 - (5) F. ginkgo (female only).
 - (6) Mulberry.
 - (7) Cottonwood.
- i. Planting For Wildlife Habitat:
- (1) For wildlife habitat, when in doubt, plant:
 - (A) Spruce or fir rather than pine;
 - (B) A mixture of red and white oaks, including bur oak;
 - (C) Fruit and nut bearing plants also edible by humans;
 - (D) Native species rather than exotics or ornamental cultivars;
 - (E) More warm season grass (prairie) than cool season grass (brome and bluegrass).
 - (2) For year long food supply for wildlife:
 - (A) Highbush cranberry.
 - (B) Wild plum.
 - (C) Crabapple.
 - (D) Red osier dogwood.
 - (E) Juneberry.
 - (F) Chokecherry.
 - (G) Gray dogwood
 - (H) Mountain ash.
 - (I) Staghorn sumac.
- j. Recommended Coniferous Trees:
- (1) American larch (tamarack).
 - (2) Balsam fir.
 - (3) Black Hills spruce.
 - (4) Colorado spruce (blue spruce).
 - (5) Northern cedar (arborvitae).

- (6) Eastern white pine.
- (7) Norway red pine.
- (8) White spruce.

k. Recommended Deciduous Trees:

- (1) Red and bur oak.
- (2) American linden.
- (3) Amur maple.

Note: Other materials may be used subject to city approval. Contact the county extension service or DNR forestry, and local nurseries for additional information regarding trees conducive to this area. (Ord. 2014-19, 6-17-2014)

10-4-10: **ARCHITECTURAL DESIGN STANDARDS:**

E. Allowable Materials By Zoning District: (Percentages of allowed exterior materials shall be calculated excluding fenestrations except for architectural glass, or doors that are 50 percent or less glass.)

1. District C1, C2:

- a. Face brick.
- b. Natural stone.
- c. Architectural glass.
- d. Stucco.
- e. ~~EIFS EIFS~~.
- f. Architectural concrete masonry units shall be limited to a maximum of fifty percent (50%) on any front facade. Architectural concrete masonry units may be used up to one hundred percent (100%) on nonfront facades.
- g. Architectural precast concrete panels.
- h. Architectural metal panels shall be limited to a maximum of fifty percent (50%) on any facade. Architectural metal panels exceeding fifty percent (50%) on any facade must be reviewed by the Architectural Review Commission and approved by the City Council.
- i. Accent materials shall be limited to a maximum of ten percent (10%) per building facade as approved under subsection F of this section.
- j. Other materials may be approved under subsection F of this section.

2. District I (Tier 1):

- a. Face brick.
- b. Natural stone.
- c. Architectural glass.
- d. Stucco.
- e. ~~EIFS EIFS~~.
- f. Architectural concrete masonry unit.
- g. Architectural precast concrete panels.
- h. Architectural metal panels.
- i. Nonarchitectural metal material shall be limited to a maximum coverage of twenty percent (20%) on the front facade. Nonarchitectural metal material may be used up to one hundred percent (100%) on nonfront facades. Metal material application on the front and nonfront facades are required to have concealed fasteners with the exception that

nonfront facades facing district I tier 2 may have exposed fasteners. Finished metal overhead doors necessary for the use are exempt from the twenty percent (20%) maximum. No unfinished metal of any kind is allowed.

- j. Other materials may be approved under subsection F of this section.
3. District I (Tier 2):
 - a. Face brick.
 - b. Natural stone.
 - c. Architectural glass.
 - d. Stucco.
 - e. ~~EFIS EIFS~~.
 - f. Architectural concrete masonry units.
 - g. Precast concrete panels.
 - h. Architectural metal panels.
 - i. Nonarchitectural metal material shall be limited to a maximum coverage of forty percent (40%) on the front facade. Nonarchitectural metal material may be used up to one hundred percent (100%) on nonfront facades. Metal material application on the front and nonfront facade may have exposed fasteners. Finished metal overhead doors necessary for the use are exempt from the forty percent (40%) maximum. No unfinished metal of any kind is allowed.
 - j. Other materials may be approved under subsection F of this section.
 4. All Other Districts (One-Family Detached Dwellings Are Exempt):
 - a. Face brick.
 - b. Natural stone.
 - c. Architectural glass.
 - d. Siding materials - wood, steel, vinyl (0.044 gauge or greater in thickness), or cementitious siding (i.e., lap, board on board, board and batten, log and half log or shake) shall be limited to a maximum of seventy percent (70%) on any front facade. Any of these siding materials may be used up to one hundred percent (100%) on nonfront facades.
 - e. Stucco.
 - f. ~~EFIS EIFS~~.
 - g. Architectural concrete masonry unit shall be limited to a maximum of thirty percent (30%) of each building facade.
 - h. Other materials may be approved under subsection F of this section.
- F. Other Materials: In addition, materials not specifically listed may be approved for use by the city, when used in accordance with this title. When materials not specifically listed are proposed for use the architectural review committee shall review and the city council shall make findings of fact supporting the use of those materials. The judgment of the city will be based upon, but not limited to, the following factors set forth in subsection L3 of this section. Other materials that have been reviewed by the Architectural Review Commission and approved by the City Council shall hereinafter, be permitted materials moving forward for other applicants in the same district category of the architectural review ordinance. The Zoning Administrator shall track all

additionally approved materials and periodically update the ordinance to add the previously approved materials to the appropriate districts.

SECTION 5. Amendments. The text of Chapter 5, Sections 1F “Signs: Signs Permitted In OS, I, C1 And C2 Districts”; 4D “Lighting Standards: General Performance Standards”; 4E “Lighting Standards: Lights Mounted On Poles”; 5A “Drive-through Businesses”; 8A “Motor Fuel Stations: Site Requirements”; and 9A “Accessory Structures: Requirements” of Title 10 (Zoning Regulations) of the Baxter City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

10-5-1: **SIGNS:**

F. Signs Permitted In OS, I, C1 And C2 Districts:

1. Size: One freestanding pylon, multi-tenant pylon, or monument sign is allowed per property, unless a conditional use permit is approved to allow multiple entrance signage pursuant to subsection G2 of this section. The aggregate square footage of the freestanding business signage and directional signage per lot shall not exceed the sum of one square foot for each front foot of lot to a maximum of two hundred (200) square feet except for multi-business signs approved pursuant to subsection G1 of this section. Any lot upon which three (3) or more businesses are located may add an additional 0.25 square feet of sign space for every linear foot along a side lot line to a maximum of two hundred fifty (250) square feet of sign space to accommodate lots that extend a farther distance from the front lot line. Front footage is measured as a linear distance across the front lot line only, not a cumulative road frontage wherein a roadway is adjacent to two (2) or more property lines. (Ord. 2014-19, 6-17-2014)
2. Setback: Freestanding signs shall be set back at least ten feet (10') from any property line.
3. Height: No freestanding sign shall extend more than six feet (6') in height above the average height found by adding the wall height to the gabled peak height and dividing by two (2) of any principal building, not to exceed a maximum of forty feet (40').
4. Additional Signage Space: In commercial districts, up to ten percent (10%) of any face of the building **and any face of the canopy** may be dedicated to signage in addition to the aggregate maximum for cumulative signage referenced in subsection F1 of this section. This may include wall signs, window signs, awning signs and raised lettering.
- 4.5. **Canopy Signs: Overhead canopies may have one sign on each face that occupies no more than ten percent (10%) of the face. Backlit canopies shall comply with the brightness and illumination standards set forth in this section as well as with those in section 10-5-4 of this chapter.**

10-5-4: **LIGHTING STANDARDS:**

D. General Performance Standards:

1. Light fixtures and freestanding luminaires shall have a cutoff angle of less than or equal to ninety degrees (90°).
2. The height of a freestanding luminaire shall not exceed thirty feet (30') ~~or extend above the roofline of the principal building, whichever is less.~~

3. Freestanding luminaires used for outdoor athletic fields and recreation areas that exceed the height limitation may be approved by conditional use permit.
 4. All canopy lighting for motor fuel stations shall be recessed into the canopy.
 5. Accent lighting used to highlight building facades, foliage, or selected architectural features shall be permitted provided the light source is shielded and directed at the architectural feature. Accent lighting shall comply with the following standards:
 - a. Be stationary, single color, non-changing lights with all sources of light concealed.
 - b. Permanent exposed continuous strip accent lighting profiling building or rooflines shall count towards the ten percent (10%) wall and canopy signage and shall comply with brightness and illumination standards set forth in this section. ~~not be allowed within three hundred feet (300') of trunk highway right of way.~~
 6. Lighting for patios and decks attached to residential units are exempted from the cutoff and shielding requirements provided the light is intended and installed to light the patio or deck area only.
 7. Any lighting in existence before the effective date hereof that does not comply with the requirements shall be considered legally nonconforming. However, if a property owner proposes to replace fifty percent (50%) or more of the existing exterior light fixtures or standards in any one year period, the fixtures or standards must be replaced in conformance with this section.
- E. Lights Mounted On Poles: Lights mounted on poles shall comply with the following standards:
1. Walkway lighting height maximum: Fifteen feet (15') above base.
 2. Parking lot lighting height maximum: Twenty five feet (~~25~~27') above base.
 3. Roadway lighting height maximum: Forty feet (40') above base.
 4. Light pole base height maximum: Three feet (3') above finish grade.

10-5-5: DRIVE-THROUGH BUSINESSES:

- A. Where allowed, drive-through businesses shall comply with the following:
1. Location: The business shall be located on a site with direct access to a minor arterial street, collector or service road.
 2. Drive-Through Lanes: Drive-through or drive-in lanes are not allowed between the building and a lot line that faces a public street. This does not pertain to driveways.
 3. Separation From Residential Property: Drive-through facilities, including, but not limited to, the service windows and stacking spaces, shall be separated from residentially zoned or guided property by an arterial or collector street or shall be set back at least two hundred feet (200') from residentially zoned or guided property.
 4. Order System Noise: The public address or order system shall not be audible from any adjacent residentially zoned or guided property.
 5. Stacking Distance And Spaces: Adequate stacking distance shall be provided, which does not interfere with other driving areas, parking spaces, or sidewalks. Stacking spaces shall not interfere with parking spaces or traffic circulation. The following minimum standards are required:
 - a. Pharmacies: Pharmacies with one drive-through lane shall provide stacking space for at least five (5) vehicles, and pharmacies with two (2) or more drive-through lanes shall

- provide stacking space for at least three (3) vehicles per lane, as measured from and including the last pick up station, window, or the like.
- b. Banks Containing Less Than Six Thousand Square Feet: Banks containing less than six thousand (6,000) square feet of gross floor area with one drive-through lane shall provide stacking space for at least six (6) vehicles, and banks containing less than six thousand (6,000) square feet of gross floor area with two (2) or more drive-through lanes shall provide stacking space for at least ~~four (4)~~three (3) vehicles per lane, as measured from and including the last pick up station, window, or the like.
 - c. All Other Uses: Businesses with one drive-through lane shall provide stacking space for at least ten (10) vehicles, and businesses with two (2) or more drive-through lanes shall provide stacking space for at least six (6) vehicles per lane, as measured from and including the last pick up station, window, or the like.
6. Existing Level Of Service On Streets: The applicant shall demonstrate that such use will not significantly lower the existing level of service on streets and intersections. The city may require a traffic study to be prepared.
 7. Screening: Screening shall be provided of automobile headlights in the drive-through lane to adjacent properties. Such screening shall be at least three feet (3') in height and fully opaque, consisting of a wall, fence, dense vegetation, berm, or grade change.
 8. Bypass Lane Required: A bypass lane shall be provided for each drive-through use, allowing cars to leave the drive-through lane from the stacking area. (Ord. 2014-19, 6-17-2014)

10-5-8: MOTOR FUEL STATIONS:

B. Site Requirements:

1. Fence Required: Wherever a motor fuel station abuts a residential property, a six foot (6') high wood screening fence with landscaping approved by the city shall be erected and maintained along the side and rear property line that abuts the residential property. Application of this provision shall not require a fence within fifteen feet (15') of any street right of way line or any other line of sight provision.
2. Landscaped Yard: A minimum fifteen foot (15') landscaped yard shall be planted and maintained behind all property lines except at driveway entrances.
3. Surface: The entire motor fuel station, other than that part devoted to landscaping and structures shall be surfaced with concrete or bituminous surfacing to control dust and provide adequate drainage.
4. Driveways: Driveways shall not exceed forty feet (40') in width. The number of access points to any street shall be kept to a minimum and subject to approval by the city engineer.
5. Curb: A six inch (6") B6-12 poured concrete curb or equivalent shall separate all walks and landscape areas from parking and maneuvering areas.
6. Overhead Canopy Height: The total height of any overhead canopy or weather protection shall not exceed twenty feet (20').
- ~~7. Overhead Canopy Color: All overhead canopies shall be one solid earth tone color unless otherwise approved by the city.~~
- ~~8.~~7. Overhead Canopy Lighting: ~~No overhead canopy shall be backlit or illuminated in any way.~~ Lighting underneath the canopy is allowed, provided each light fixture is recessed and pointed downward so as to minimize the source of the light.

9.8. Overhead Canopy Setbacks: The setback of any overhead canopy or weather protection, freestanding or projecting from the station structure shall be not less than ten feet (10') from the street right of way nor less than twenty feet (20') from an adjacent property line.

10-5-9: **ACCESSORY STRUCTURES:**

A. Requirements:

1. The location and construction of accessory structures shall be governed by this section but accessory structures in commercial, industrial, office service districts, or built in conjunction with multiple-family dwellings in R-2 and R-3 districts and planned unit developments are also subject to the architectural regulations set forth in section [10-4-10](#) of this title.
2. Any accessory building shall be considered part of the principal building for setback purposes only if it is located less than six feet (6') from the principal building.
3. No accessory structure shall be constructed prior to the commencement of construction of the principal building, except as allowed by interim use permit.
4. All accessory buildings exceeding ~~one hundred twenty (120)~~ two hundred (200) square feet shall require a building permit and shall meet all city codes for construction and installation as set forth in [title 9](#) of this code.
5. All accessory buildings ~~one hundred twenty (120)~~ two hundred (200)-square feet or less shall require a shed permit and shall meet all city requirements as set forth in this title.
6. Recreation equipment such as play apparatus, swing sets and slides, sandboxes, tree houses, above or in ground swimming pools, hot tubs, playhouses, etc., shall comply with the minimum accessory structure setbacks.
7. These requirements are applicable in all zoning districts.

**CITY OF BAXTER, MINNESOTA
ORDINANCE 2016-022**

SUMMARY OF ORDINANCE NO. 2016-021

**AN ORDINANCE AMENDING THE TEXT OF TITLE 10 OF THE BAXTER CITY CODE,
ENTITLED BAXTER ZONING REGULATIONS**

This ordinance amends the text of the Zoning Regulations (Title 10 of the City Code). The ordinance consists of both technical and substantive amendments. The ordinance contains amendments to the following Chapters:

- Chapter 1, Section 3D**, Rules, Scope And Interpretation: Rules
- Chapter 2, Section 2**, General Definitions
- Chapter 3, Article A, Section 5A** Lot Area, Height, Lot Width and Yard Requirements: Area Requirements
- Chapter 3, Article B, Section 5A** Lot Area, Height, Lot Width and Yard Requirements: Area Requirements
- Chapter 3, Article C, Section 5B** Lot Area, Height, Lot Width and Yard Requirements: Area Requirements
- Chapter 3, Article D, Section 5A** Lot Area, Height, Lot Width and Yard Requirements: Area Requirements
- Chapter 3, Article E, Section 5A** Lot Area, Height, Lot Width and Yard Requirements: Area Requirements
- Chapter 3, Article F, Section 5A** Lot Area, Height, Lot Width and Yard Requirements: Area Requirements
- Chapter 3, Article G, Section 5A** Lot Area, Height, Lot Width and Yard Requirements: Area Requirements
- Chapter 3, Article H, Section 5A** Lot Area, Height, Lot Width and Yard Requirements: Area Requirements
- Chapter 3, Article I, Section 5A** Lot Area, Height, Lot Width and Yard Requirements: Area Requirements
- Chapter 4, Section 7B**, Storage Standards: Nonresidential Zoning Districts
- Chapter 4, Section 8A**, Screening/Landscaping/Fencing: Screening
- Chapter 4, Section 8D**, Screening/Landscaping/Fencing: Landscaping
- Chapter 4, Section 10E**, Architectural Design Standards: Allowable Materials By Zoning District
- Chapter 4, Section 10F**, Architectural Design Standards: Other Materials
- Chapter 5, Section 1F**, Signs: Signs Permitted In OS, I, C1 And C2 Districts
- Chapter 5, Section 4D**, Lighting Standards: General Performance Standards
- Chapter 5, Section 4E**, Lighting Standards: Lights Mounted On Poles
- Chapter 5, Section 5A**, Drive-through Businesses: Where Allowed, Drive-through Businesses Shall Comply With The Following
- Chapter 5, Section 8A**, Motor Fuel Stations: Site Requirements
- Chapter 5, Section 9A**, Accessory Structures: Requirements

A printed copy of the entire amended sections of Title 10 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 17th day of May 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-045**

**A RESOLUTION APPROVING FINDINGS OF FACT FOR AN ORDINANCE AMENDING THE
TEXT OF TITLE 10 ZONING REGULATIONS, OF THE BAXTER CITY CODE**

WHEREAS, the City of Baxter initiated an amendment to update the Zoning Regulations; 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 Regulations have a substantial impact public health and safety, quality of life, and surface and ground water resources in the City.
3. The amendments were needed to address a technical and substantive issue related to minimum State of Minnesota mandated standards.
4. The amendments were needed to provide clarity and consistency throughout the City's Zoning Code.

Whereupon, said Resolution is hereby declared adopted on this 17th day of May 2016.

Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

City Seal

ARCHITECTURAL REVIEW

May 17, 2016

Department Origination: Community Development

Agenda Item: Approve the use of cement board shakes in gables and a 4 ¾ :12 pitch roof for a building addition at Baxter Dental located at 13442 Elmwood Drive.

Approval Required: Simple Majority Vote

BACKGROUND

Hy-Tec Construction has submitted an application on behalf of Baxter Dental, for architectural review for a 37'x45.25' building addition at Baxter Dental located at 13442 Elmwood Drive. In 2010, the Architectural Commission reviewed and approved a plan for the existing structure that proposed cement board siding covered with stucco and cement board shakes in the gables; these are the current exterior materials on the existing structure. The applicant is proposing to match the exterior building materials and colors of the addition with the existing structure including the cement board shakes which are not an allowed material in the C-2 zoning district. The color scheme includes various shades of brown and tan. Both the north and east elevations of the addition incorporate gabled peaks in the roof with the east elevation having a 6:12 pitch to match the gable on the existing structure and the north elevation having a 4 ¾:12 pitch. The architectural ordinance requires roof pitches between 3:12 and 6:12 to be reviewed by the Architectural Commission.

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

ARC Standard	Required	Proposed	Comments
Exterior Materials	See allowed C-1 and C-2 materials	Cement board w/ stucco finish (match existing)	OK
		Aluminum fascia & soffit (match existing) (accent materials max 10%)	<10%, OK
		Cement board trim (match existing) (accent materials max 10%)	<10%, OK
		Natural stone (match existing)	OK
		Cement board shakes (match existing)	ARC approval required
		STAFF COMMENTS: In this particular instance, staff finds that the 1/3 cost rule is not applicable because the building materials were approved by the ARC Commission and	

		approved by the City Council in 2010.	
		Cedar board columns (match existing) (accent materials max 10%)	<10%, OK
Size/Mass	Proportional	Comparable to adjacent buildings	OK
Articulation – East / Front (on 371)	Max 50' Unbroken Expanse for faces >60' and facing street	30-feet wide, articulation provided with columns	OK
Articulation – North / Side	Max 50' Unbroken Expanse for faces >60' and facing street	N/A not facing a street 30-feet wide, articulation provided with columns	OK
Articulation – South/ Side	Max 50' Unbroken Expanse for faces >60' and facing street	N/A not facing a street	OK
Articulation – West / Front (on Elmwood)	Max 50' Unbroken Expanse for faces >60' and facing street	11-feet wide, articulation provided with columns	OK
Accessory Structures	Existing building coordinated color	N/A	N/A
Color	Earth tone	Cliff rock, tudor house, mocha, bluffstone (tans & browns)	OK
Height/Roof Design	Flat or 6:12+	6:12 (east elevation)	OK
		4 ¾:12 (north elevation)	ARC approval required

FINANCIAL IMPLICATIONS

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

ARCHITECTURAL REVIEW COMMISSION

The Architectural Review Commission reviewed the application for architectural compliance with City Code and unanimously recommended approval of the submitted plan dated 4/9/2016

COUNCIL ACTION REQUESTED

MOTION to approve the architectural plans for Baxter Dental dated 4/9/2016 including the use of cement board shakes in the gables and a 4 ¾ :12 pitch roof.

REQUEST FOR COUNCIL ACTION

May 17, 2016

Department Origination: Community Development

Agenda Section: Other Business

Agenda Item: Approve Comprehensive Plan Amendments for the Inglewood Planning Area

Approval Required: 4/5 Vote of the Council

BACKGROUND

The City is requesting approval of Comprehensive Plan Amendments for the Inglewood Planning Area including a revised Future Land Use map, revisions to the Future Land Use table, revisions to the Functional Classification and Future Transportation Plan, revisions to the Water Plan and revisions to the Sanitary Sewer Plan.

In July, 2015, the City of Baxter and Crow Wing County agreed to an orderly annexation of land to the City of Baxter. The annexed property includes land on the east and west sides of Inglewood Drive from Woida Road to Pine Beach Road. The annexation was related to the recently completed reconstruction of Inglewood Drive. Specifically, the roadway was built to a 10-ton design with specifications consistent with the load limits for Inglewood drive to the south within the City of Baxter. Since the road (after construction) functions more as an arterial City roadway than a County road, the City agreed to take over the responsibility for this new roadway together with an annexation of land on the east and west sides of Inglewood Drive.

Since the annexation occurred after the City updated the Comprehensive Plan, the City has not planned for this area within the Comprehensive Plan. The City zoning ordinance states the following related to annexed lands:

Annexations: Areas annexed to the city shall be placed in the zoning district closest to the definition of their existing zoning, pending study of the area by the long range planning commission. The long range planning commission shall recommend the proper zoning classification to the city council within twelve (12) months of the date of annexation of such area. (Ord. 2006-21, 8-1-2006)

The City completed a public process for the planning area including the following meetings:

- 1) Open House on December 7, 2015
- 2) Public Hearing on January 25, 2016 (Tabled to February 22, 2016)
- 3) Continued Public Hearing on February 22, 2016

February 22, 2016 LRPC Public Hearing

On February 22, 2016, the Long Range Planning Commission (LRPC) recommended approval of amendments to the Comprehensive Plan including future Land Use Plan Option Three. The hearing included support from Tom Bercher of Option 4, 5, or 6. Mr. Bercher also submitted a Wetland Conservation Act-Notice of Decision regarding wetlands on his properties. The report indicated that the wetlands were man-made and could be filled. Letters were also received by Brainerd Investments. One was dated February 16, 2016 and a follow-up email was received today, February 22, 2016.

Loren Knack, Dean Hanson , and LaVerne Borg, all spoke at the public hearing. Mr. Knack indicated that they have lost buyers because there is no service to the land that was annexed in. He expressed concern over the taxes that are going to be placed on the property now that it is in the City and the lack of other property owners not being here to express their concern over what is taking place. Mr. Dean Hanson, was upset that they were going to have to put in city water and sewer at a large expense. He stated that he will be 79 this year and is retired. This piece of land was the final “nest egg” for retirement and now the property unsellable. He read the last part of the letter into the record and stated that a second letter (email) was sent offering a solution that the City purchase the property for expansion of city water and sewer. He indicated that they want to work with the City and hopes that the City wants to work with them (property owners). Mr. LaVerne Borg , a property owner of land in the annexed area, stated he had done some research on industrial parks, noting that Brainerd just had a FedEx built in their park. Land was similar to their land and was somewhat affordable. He would like to work together with the City and respect each other’s position on this situation. It would have been very helpful for a feasibility study to have been completed prior to the annexation taking place to determine when city water and sewer might be extended.

Mr. Chris Close, on behalf of Mr. Tom Bercher, expressed that Mr. Bercher would like to see Options 4-6 as a strong consideration. He expressed concern over a residential zone as it would be a hard sell next to an industrial business.

Municipal Services/Feasibility Study

The aerial photo to the right shows the planning area and City sewer service in blue and water service in green. The primary concern raised though the planning process is the City’s proposal that municipal services are required for commercial/industrial zoned properties. The City has a longstanding ordinance that commercial/industrial properties are required to have municipal services to develop. Therefore, after the LRPC public hearing on February 22, 2016, the City put the Comprehensive Plan Amendment on hold while the City completed a feasibility study to provide urban services to the areas proposed for commercial/industrial land use. The Feasibility Study is included as a separate item for review by the City Council but directly ties to landowner concerns heard regarding the proposed Comprehensive Plan Amendments.

Land Use Options

A comprehensive plan is a long-range vision and guide for the entire community. The future land use plan for the Inglewood Planning Area should work together with the City’s recently approved Comprehensive Plan. When considering future land use the City should consider the following:

- Public comments
- Land use surrounding the Planning Area
- Existing conditions of the land
- Availability of utilities
- Transportation System

- Existing development pattern
- Past land use study's/designations, such as the previous County zoning, North Baxter AUAR, and the City's Comprehensive Plan.

Land Use Options One and Two (below) were the options presented at the open. Based on the comments heard at the Open House, staff has added a third option for the LRPC's consideration.

Land Use Option One

Land Use Option One includes the establishment of a new land use designation of "Commercial/Industrial" for the north portion of the site. This designation would require that a new zoning district is also created. There are 11 properties within this land area. Of which, there are five business properties, four vacant properties, and two single family homes on the east side of the site. Staff finds that the existing businesses are of a light industrial nature. Therefore, planning a non-industrial land use would make the existing buildings non-conforming. Therefore, the approach to provide a Commercial/Industrial land use would allow the existing businesses to be conforming, while also allowing the introduction of commercial and office uses, which falls in line with the previous AUAR for the property.

Land Use Option One includes low density residential for the remaining land. Staff finds that planning for business districts should be in blocks of land with a transportation system to allow more of a direct access towards major arterial roads, such as Highway 371. This option recognizes that with the exception of Inglewood Drive, the properties identified as Low Density Residential are more isolated from Highway 371. Staff also notes that this option includes a re-guiding of property that outside of the planning area in the west/central portion of the site. This land was planned as Medium Density Residential and is now shown as low density residential to be consistent with the surrounding Low Density Residential Land Use.

Land Use Option Two

Land Use Option Two includes the same "Commercial/Industrial" land use area for the northern portion of the site as shown in Option One. Option Two includes Medium Density Residential south of the Business District. This land use designation allows for a transition from higher business use to lower density residential areas. In addition, this option maintains the medium density residential that exists for the land outside of the planning area in the east/central portion of the site. Staff also considered Medium Density for the land southwest of the Commercial Industrial district. However, the position of an existing wetland does not make this property as conducive to medium density residential development.

Land Use Option Three - Recommended by LRPC

Land Use Option Three includes the same “Commercial/Industrial” land use area for the north portion of the site as shown in Option One. Option Three also includes the same Medium Density Residential south of the Business District and low density for the remainder of the properties in the planning area, as identified with option two with one exception. Land Use Option three introduces an approximately 11 acre node of Medium Density residential for the land located north of the City water tower property. The medium density designation considers the request by the property owner for medium or high density residential.

Staff notes that as you look at the existing land use in Baxter, the City has successfully established smaller acre tracts of medium density that is surrounded by low density residential development, which would be the case with this option. Staff notes that north of the 11 acres is a wetland which would provide a transition from medium to low density residential. In addition, west of the 11 acres is Inglewood Drive and South of the 11 acres is the City water tower property. Therefore, the only immediate transition from medium to low density development is to the west.

Staff notes that the owner of the 11 acres also owns the larger parcel of immediately to the West. Staff considered the idea of continuing the medium and high density land use that was established further to the East. Staff notes that the High Density to Medium Density approach was established to transition density from north to south from the mixed use area to the north. Staff notes that the mixed use property is not adjacent to the property east of the 11 acres. Therefore, although this could be a reasonable approach to land use for this area, staff finds that this land area could also remain low density residential at this time. Staff was also concerned with the amount of medium and high density land use that could be established if this transition approach was continued from the East to the City water tower property. Under this scenario, there would be medium density as the sole land use for all of the land north of Wolda Road from the commercial land near Highway 371 to the City water tower property. Staff further notes that the land east of the 11 acres is not in the planning area. Therefore, if the City would like staff to look at changing land use in this area from low density, that would need to occur through a separate planning process where all four of the directly affected property owners would be notified together with surrounding properties.

Land Use Option Four

Land Use Option Four includes an expansion of Commercial Industrial for three properties north of Peace Road and West of Inglewood Drive. Given that the wetland can be filled, the land would have enough depth off Inglewood Drive for Commercial Industrial land use.

Land Use Option Five

Land Use Option Five includes an expansion of Commercial Industrial to add all of the properties north of Peace Road and West of Inglewood Drive. This option would allow the southeasterly 10 acres to of this 40 to be consistent with the remainder of the Commercial Industrial land.

Land Use Option Six

Land Use Option six includes an expansion of Commercial Industrial to add all of the properties northeast and north of Peace Road. This option would allow 80 acres of land into the Commercial Industrial District. For a comparison, this includes a business district land area equal to half of the City's industrial property on College Road.

Land Use Descriptions



Staff has drafted an Annexed Commercial Industrial zoning district (attached) for property owners and the City to review a draft of what the allowed uses and requirements could be for development within the district. The Commercial Industrial zoning district is a combination of the City's existing Industrial Office Zone and the City's existing Neighborhood Commercial Zone. Higher intensity uses, such as distribution center, bus terminals, funeral homes, and outside storage for front yard areas have been removed from the draft zoning district. The city also removed residential care facilities such as nursing homes, assisted living and similar health hospital facilities from the district.

The draft zoning district defines this district as an area for future urban services. As is the case with other business districts in the City of Baxter, the draft Annexed Commercial Industrial Zoning District requires that new development shall only be allowed when a full range of municipal services and facilities are available to serve the site. However, to recognize the existing buildings that are already developed, the draft district allows existing buildings on private well and septic systems to expand up to 20 percent of

the total ground floor area that existed on the property, as of the date of this chapter. Any expansion would be subject to all other requirements of the City Code.

In addition to the draft zoning district, the Comprehensive Plan land use table has been amended to reflect the Commercial Industrial designation as follows:

Business Gateway	The Business Gateway land use is intended to provide for office, light industrial and limited retail uses that create a high quality, attractive "north woods" image at the City's southeast and west gateways on Highways 371 and 210.	Will need a new Business Gateway zoning district
Annexed Commercial/Industrial	<u>The Annexed Commercial/Industrial district is intended to allow existing light industrial and commercial uses in annexed areas of the city to continue as permitted uses and allow them to expand on well and septic until city services become available.</u>	<u>Will need a new Annexed Commercial/Industrial zoning district</u>
General Industrial	Industrial related businesses including manufacturing, warehousing, automotive, trucking, wholesaling, and other related industrial uses. Medium and heavy industrial uses.	District has two tiers of design standards.

Medium Density Residential allows twin and townhome development, multiplex development, and row-homes at a maximum density of 7 units per acre. The R-2, Medium Density Zoning District is applied to property shown as Medium Density Residential on the Future Land Use Plan. The City's existing R-2 Zoning District requires municipal services to serve development.

Low Density Residential

Low Density Residential allows single-family detached (and two-family units by PUD) residential development at a maximum density of 3 units per acre. The R-1, Low Density Residential Zoning District is applied to property shown as Low Density Residential on the Future Land Use Plan. The R-1 zoning district requires municipal services to allow development/subdivision. The exception is that one new single family home may be constructed on a private well and septic system per existing property, provided the home is not in proximity to existing services, as defined by the City Code.

Related Comprehensive Plan Amendments

In addition to planning for land use, staff notes that other Comprehensive Plan Amendments are also needed related to the Planning Area. Staff notes that planning for this new land area also requires that the City re-evaluate other sections of the Comprehensive Plan. Specifically, the City finds that revisions are needed to the City's Functional Classification and Long Range Transportation Plan, Water Plan, and Sanitary Sewer Plan. Staff finds that there are no new roads or Functional Classification changes that are required with the Future Transportation Plan. However, the map has been updated to show the new Baxter land area within the City's boundary. Staff finds that changes were needed with the water and sanitary sewer plans. Specifically, the City needed to study this new land area to ensure that the new land could be served in the future with City water and sewer service. WSN (the author of the original plans)

has this area of the City and revised the plans show how this area of the city can be served in the future with water and sewer services. The three draft plans are attached for your review.

Findings and Conclusions

Staff finds that when considering future land use for properties, that a review of the existing and planned future development pattern of the area together with a review of existing conditions of properties helps to guide the City to recommend one land use designation over another. However, staff also finds that there are still many options that could be considered by the City Council. Therefore, any of the six future land use options or other options could be reasonably recommended. Lastly, staff notes that feedback from the public also must be part of the process before the City establishes future land use for this area of the City.

FINANCIAL IMPLICATIONS

Financial implications are related to the separate feasibility study related to this area. Although the feasibility study is technically a separate review item from the comprehensive plan amendment, the feasibility study has a direct relation to the proposed amendments to the Comprehensive Plan.

RECOMMENDATION

The Long Range Planning Commission recommends approval of the attached resolution approving Comprehensive Plan Amendments for the Inglewood Planning Area including Option Three for Future Land Use, revisions to the Future Land Use table, revisions to the Functional Classification and Future Transportation Plan, revisions to the Water Plan and revisions to the Sanitary Sewer Plan

COUNCIL ACTION REQUESTED

Motion to Adopt Resolution No. 2016-046 approving Comprehensive Plan Amendment for the Inglewood Drive planning area.

Attachments

1. Resolution Approving Comprehensive Plan amendment
2. Draft Functional Classification and Future Transportation Plan
3. Draft Water Plan
4. Draft Sanitary Sewer Plan
5. Draft Annexed Commercial Industrial Zoning District
6. Property Owner Letters

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-046**

**A RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO ESTABLISH
FUTURE LAND USE FOR PROPERTIES RECENTLY ANNEXED INTO THE CITY OF
BAXTER LOCATED ON THE EAST AND WEST SIDES OF INGLEWOOD ROAD FROM PINE
BEACH ROAD TO WOIDA ROAD AND TO ALLOW OTHER RELATED COMPREHNSIVE
PLAN AMENDMENTS**

WHEREAS, The City of Baxter has requested Comprehensive Plan Amendments to plan for newly annexed land into the city; and

WHEREAS, the properties that are specifically affected by the amendments are more specifically described as follows:

030361100B00009	030361100BA0009	030361100A00009
030361100C00009	030361100BE0009	030361100BB0009
030361100BC0009	030361100BD0009	032440020080009
0324400090A0009	032440020090009	030364100A00009
030364100F00009	030364100B00009	030364100E00009
030364100C00009	030364100D00009	030312200CCB009
030312200CB0009	030312200BB0009	030312200BAC009
030312200AA0009	030312200CD0009	030312200CCC009
030312300AB0009	030312300AA0009	030312300B00009
0303123200000009	030313300B00009	030313300ABC009
030313300ABD009		

WHEREAS, the Long Range Planning Commission has reviewed the proposed Comprehensive Plan Amendments at a duly called public hearing on January 25, 2016 and tabled the hearing to their February 22, 2016 meeting;

WHEREAS, the Long Range Planning Commission has reviewed the proposed Comprehensive Plan Amendments at a duly called public hearing on February 22, 2016 and recommends approval;

WHEREAS, the City Council considered the Long Range Planning Commission recommendation at their May 17, 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 Comprehensive Plan Amendment to establish future land use for properties recently annexed into the City of Baxter located on the East and West sides of Inglewood Drive between Pine Beach Road and Woida Road and to allow other related amendments to the Comprehensive Plan, based upon the finding the following findings:

1. The future land use for the properties would not negatively impact other elements of the existing Comprehensive Plan except for related map and text amendment to items such as the land use designations table, Functional Classification and Future Transportation Plan, Water Plan and Sewer Plan.
2. The proposed future land use would be compatible with the future land use and zoning of the surrounding properties.

Whereupon, said Resolution is hereby declared adopted on this 17th day of May 2016.

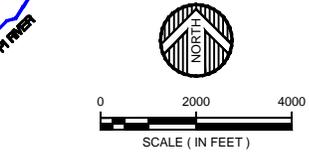
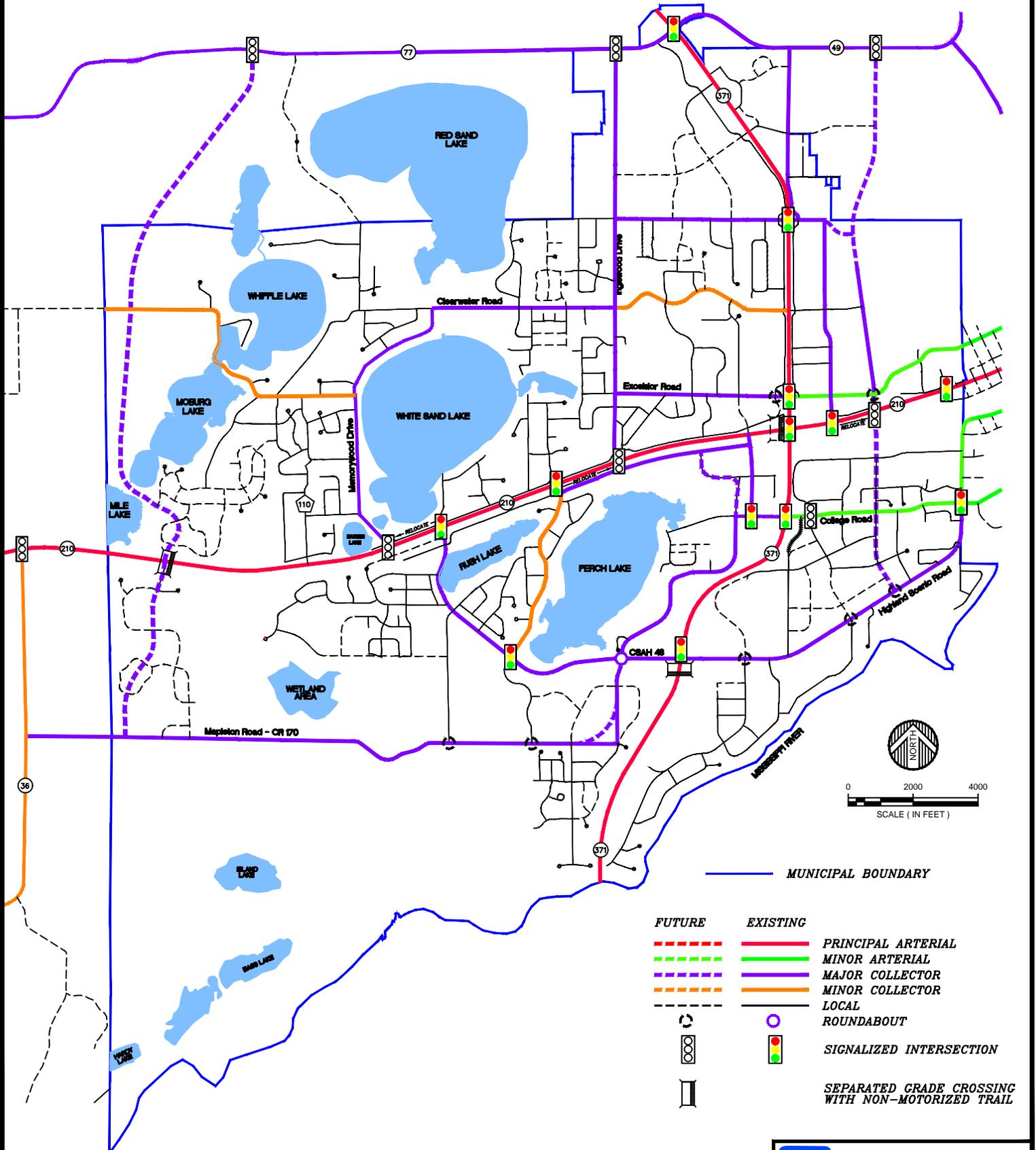
Darrel Olson, Mayor

ATTEST:

Kelly Steele, Assistant City Administrator/Clerk

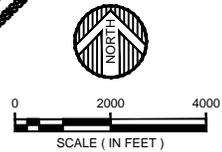
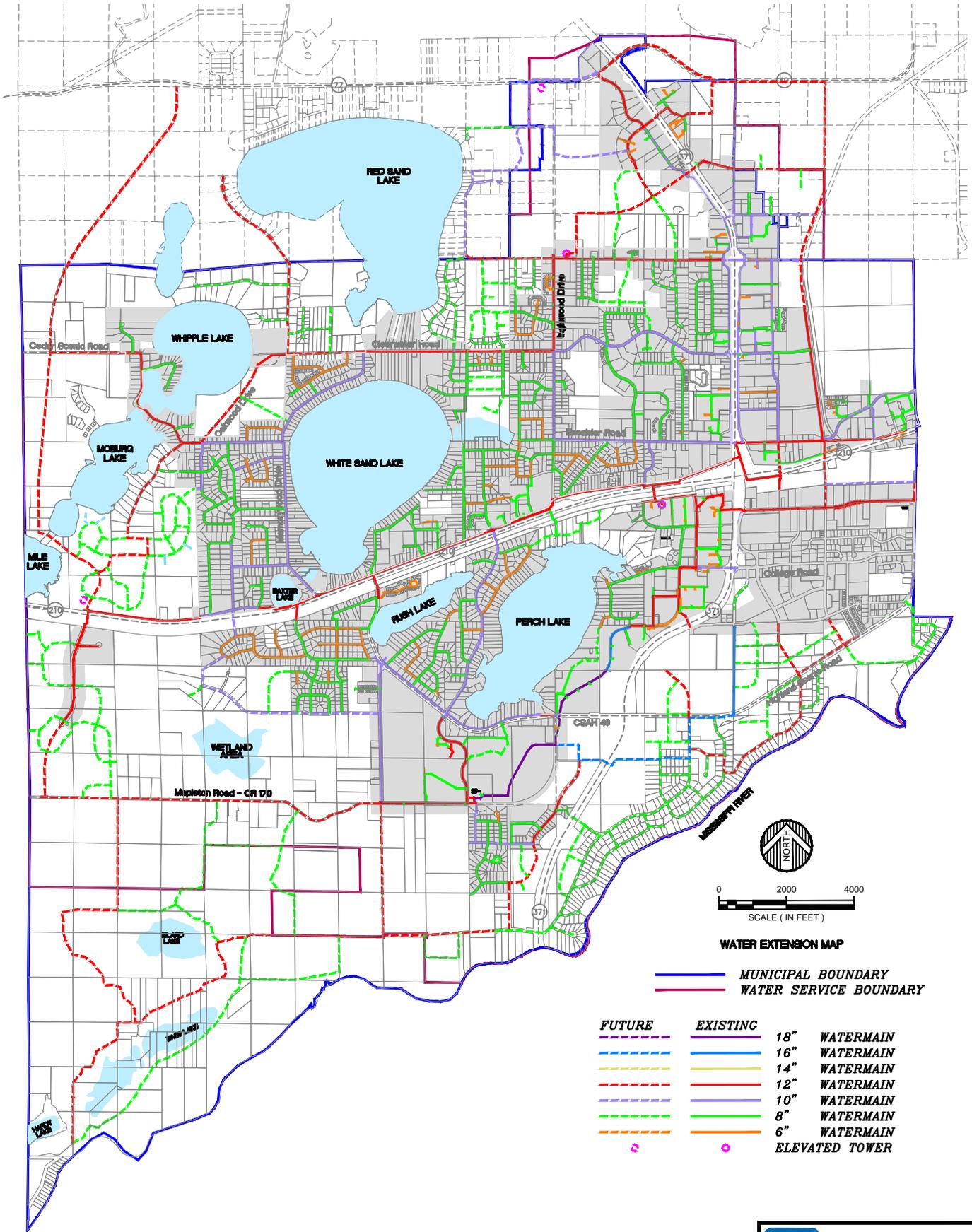
City Seal

CITY OF BAXTER LONG RANGE TRANSPORTATION AND FUNCTIONAL CLASSIFICATION STREET MAP



- MUNICIPAL BOUNDARY
- FUTURE**
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- MAJOR COLLECTOR
- MINOR COLLECTOR
- LOCAL
- ROUNDABOUT
- EXISTING**
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- MAJOR COLLECTOR
- MINOR COLLECTOR
- LOCAL
- ROUNDABOUT
- SIGNALIZED INTERSECTION
- SEPARATED GRADE CROSSING WITH NON-MOTORIZED TRAIL

CITY OF BAXTER WATER SYSTEM MAP

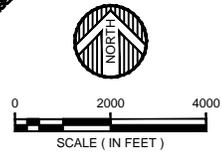
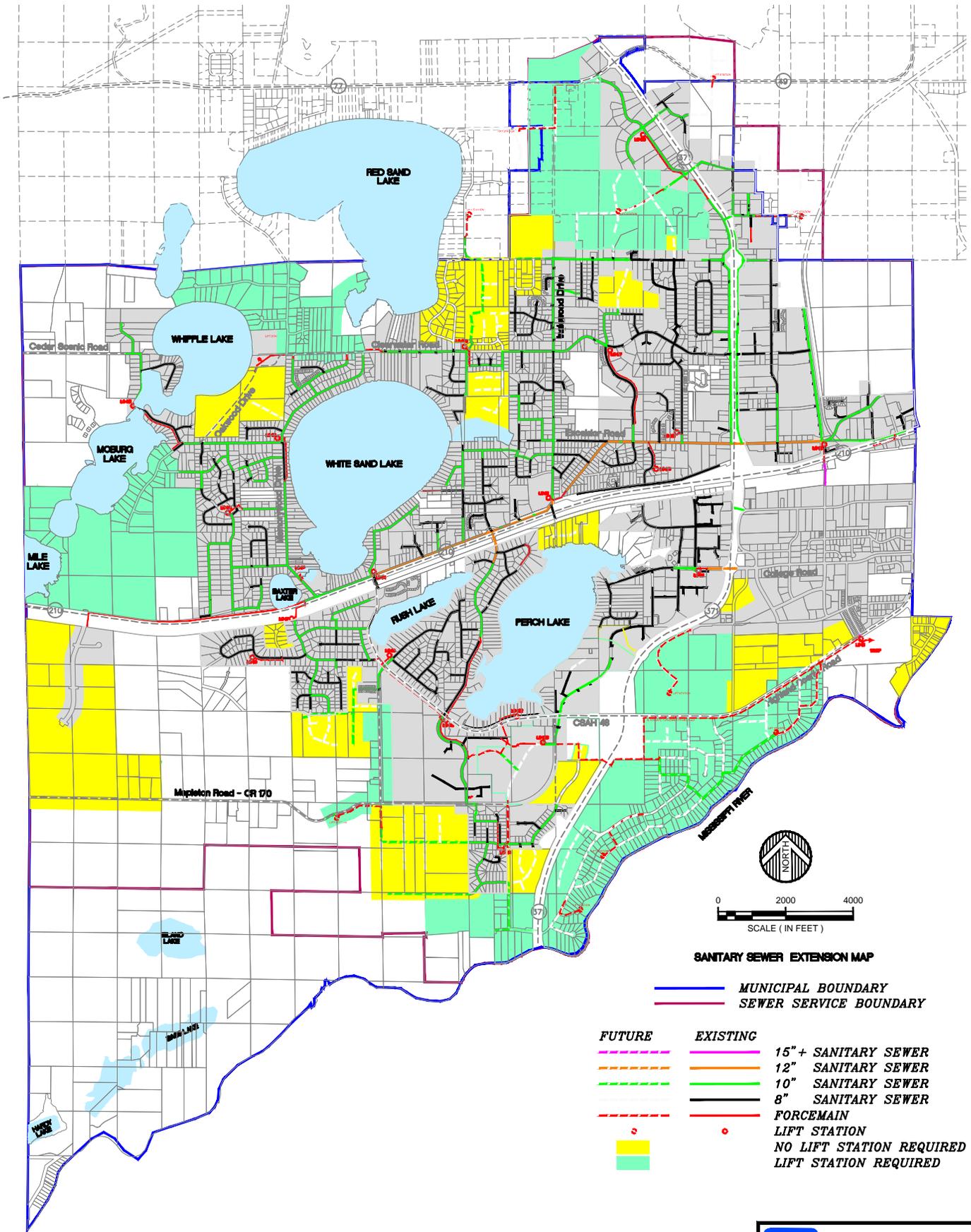


WATER EXTENSION MAP

— MUNICIPAL BOUNDARY
- - - WATER SERVICE BOUNDARY

FUTURE	EXISTING	WATERMAIN
- - - - -	—	18" WATERMAIN
- - - - -	—	16" WATERMAIN
- - - - -	—	14" WATERMAIN
- - - - -	—	12" WATERMAIN
- - - - -	—	10" WATERMAIN
- - - - -	—	8" WATERMAIN
- - - - -	—	6" WATERMAIN
○	○	ELEVATED TOWER

CITY OF BAXTER SANITARY SEWER MAP



SANITARY SEWER EXTENSION MAP

- MUNICIPAL BOUNDARY
- SEWER SERVICE BOUNDARY

- FUTURE**
- - - 15" + SANITARY SEWER
- - - 12" SANITARY SEWER
- - - 10" SANITARY SEWER
- - - 8" SANITARY SEWER
- - - FORCEMAIN
- LIFT STATION
- NO LIFT STATION REQUIRED
- LIFT STATION REQUIRED

Annexed Commercial Industrial District

10-3X-1: PERMITTED USES:

Brewery.

Civic buildings, city halls, fire stations, public works and the like.

Commercial recreation, indoor (e.g., bowling alleys, roller rinks and the like).

Contractor operations, lumberyard/building material sales and the like.

Essential services and structures.

Food processing or ice, cold storage plants, bottling works and the like.

Laboratories and research facilities.

Laundry, dry cleaning and dyeing plants.

Manufacturing or assembly of products that produces no exterior noise, glare, fumes, byproducts or wastes or creates other objectionable impact on the environment.

Motor vehicle detailing shops.

Offices, professional and medical.

Radio and television stations or studios.

Studios; art.

Warehousing, wholesale offices and showrooms, excluding explosives and hazardous waste.

The following uses with a ground floor footprint of thirty thousand (30,000) square feet or less:

Bakeries; retail.

Banks, savings and loans, credit unions and the like (without drive-through).

Barbershops, beauty shops; other personal service uses.

Civic buildings such as city halls, fire stations and the like (without outside storage).

Clinics including multispecialty outpatient clinic.

Convenience stores (without motor fuel stations).

Copy/printing services (excluding printing presses and publishing facilities).

Drugstores and pharmacies (without drive-through).

Dry cleaning and laundry pick ups, self-service laundromats, incidental pressing, tailoring, repair and

the like (without dry cleaning processing).

Essential services.

Fitness centers and fitness related studios such as karate, yoga, dance and the like (less than 5,000 square feet in size).

Florists, hobby, craft or variety stores and the like.

Hardware stores.

Restaurants (without drive-through).

Studios; art related.

Retail goods and services of a similar nature, as determined by the zoning administrator.

10-3X-2: ACCESSORY USES:

No accessory structure or use of land shall be permitted except for one or more of the following uses:

Accessory uses incidental and customary to uses allowed in section [10-31-1](#) of this article in the I district, including retail, shall not occupy more than thirty percent (30%) of the gross floor area of the principal use.

Accessory structures as regulated by section [10-5-9](#), "Accessory Structures", of this title.

Adult use, accessory pursuant to [title 3, chapter 4](#) of this code.

Licensed brewer taproom as an accessory to a brewery with limited accessory retail space provided:

- A. The seating for the retail space is limited to no more than twelve (12) seats.
- B. The retail space is limited to four hundred (400) square feet.
- C. The on-sale of any liquor is limited to beer brewed on site as allowed by a valid liquor license(s).
- D. The off-sale of any liquor is limited to beer brewed on site as allowed by a valid liquor license(s).
- E. The hours of both on-sale and off-sale liquor are limited to the legal hours of off-sale liquor. Off-sale liquor must be removed from the premises before the applicable off-sale closing time.
- F. There must be adequate street capacity as determined by the city (for the purposes of determining adequate street capacity, the property must be served by an urban collector street or greater capacity road).
- G. Any required state, or city licenses are obtained and remain valid for the respective use.
- H. That there is not another brewer taproom within one thousand three hundred twenty feet (1,320') ($\frac{1}{4}$ mile) as measured between the main front entrances following the route of ordinary pedestrian travel.

- I. There is adequate screening in compliance with section [10-4-8](#), "Screening/Landscaping/Fencing", of this title.

Off street parking, loading and service entrances as regulated in sections [10-5-2](#), "Off Street Parking", and [10-5-3](#), "Loading Spaces", of this title.

Signs as regulated by section [10-5-1](#), "Signs", of this title. (Ord. 2014-19, 6-17-2014)

Wireless communications towers as accessory to a permitted principal use subject to [title 9, chapter 4](#) of this code including section [9-4-3](#) of this code. (Ord. 2013-20, 11-19-2013)

10-3X-3: CONDITIONAL USES:

The following are conditional uses, subject to the conditions outlined in section [10-7-4](#) of this title and the specific standards and criteria that may be cited for a specific use:

Adult use, principal pursuant to [title 3, chapter 4](#) of this code.

Car washes.

- A. The site shall provide stacking space for the car wash. The amount of stacking space shall take into account the type of car wash and the amount of time it takes to wash a vehicle. Stacking spaces shall not interfere with parking spaces or traffic circulation.
- B. The exit from the car wash shall have a drainage system which is subject to the approval of the city and gives special consideration to the prevention of ice buildup during winter months.
- C. Hours of operation shall be limited to between seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. daily.
- D. A bypass lane shall be provided for each drive-through use, allowing cars to leave the drive-through lane from the stacking area.

Daycare facility provided:

- A. Unless exempted by the zoning administrator, where an outdoor play area of a daycare facility abuts any commercial or industrial use or zone, or public right of way, the daycare facility shall provide screening along the shared boundary of such uses, zones or public rights of way. All of the required fencing and screening shall comply with section [10-4-8](#), "Screening/Landscaping/Fencing", of this title.
- B. There shall be adequate off street parking which shall be located separately from any outdoor play area. Parking areas shall be screened from view of surrounding and adjoining residential uses in compliance with section [10-5-2](#), "Off Street Parking", of this title.
- C. When a daycare facility is an accessory use within a structure containing another principal use, parking for each use shall be calculated separately for determining the total off street parking spaces required. An exception to this requirement may be granted by the zoning administrator in instances where no increase in off street parking demand will result.
- D. Off street loading space in compliance with section [10-5-3](#), "Loading Spaces", of this title.

- E. All signing and informational or visual communication devices shall be in compliance with section [10-5-1](#), "Signs", of this title.
- F. The structure and operation shall be in compliance with state of Minnesota department of human services regulations and shall be licensed accordingly.

Ministorage/self-storage facilities:

- A. Units are to be used for dead storage only. Units are not to be used for retailing, auto repair, human habitation, or any commercial activity, except as allowed by this section.
- B. Combining office and/or retail space with a self-service storage facility may be allowed by conditional use permit.
- C. Storage of hazardous or flammable materials is prohibited.
- D. No exterior storage is allowed.
- E. The facility shall be secured by either the walls of the structure and/or fencing. All doors on the units shall face inward and away from the street and property lines.
- F. An on site manager is allowed only where adequate sanitary facilities are provided, either through use of a septic system or through connection to the public sanitary sewer system.

Motor fuel stations in compliance with section [10-5-8](#), "Motor Fuel Stations", of this title and the following:

- A. Application Requirements: That the area and location of space devoted to nonautomotive merchandise sales shall be specified in the application and in the conditional use permit. Exterior sales or storage shall be only as allowed by the conditional use permit and shall be limited to ten percent (10%) of the gross floor area of its associated principal use.
- B. Separation Of Spaces: The off street loading space(s) and building access for delivery of goods shall be separate from customer parking and entrances and shall not cause conflicts with customer vehicles and pedestrian movements.
- C. Installations: Motor fuel facilities shall be installed in accordance with state and city standards. Additionally, adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps. Underground fuel storage tanks are to be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access and other activities on the site. Fuel pumps shall be installed on pump islands.
- D. Compliance: All buildings, canopies, and pump islands shall be located to comply with the minimum setback requirements of the C1 district.
- E. Canopy Lighting: All canopy lighting for motor fuel station pump islands shall be recessed or shielded to provide a ninety degree (90°) cutoff. Illumination levels for pump islands shall not exceed thirty (30) foot-candles.

- F. Litter Control: The operation shall be responsible for litter control within three hundred feet (300') of the premises and litter control is to occur on a daily basis. Trash receptacles must be provided at a convenient location on site to facilitate litter control.

Motor vehicle, boat or equipment repair.

- A. All servicing of vehicles and equipment shall occur entirely within the principal structure.
- B. To the extent required by state law and regulations, painting shall be conducted in an approved paint booth, which thoroughly controls the emission of fumes, dust, or other particulated matter.
- C. Storage and use of all flammable materials, including liquid and rags, shall conform with applicable provisions of the Minnesota uniform fire code.
- D. Parking, driveway, and circulation standards and requirements shall be subject to sections [10-5-2](#), "Off Street Parking", and [10-5-3](#), "Loading Spaces", of this title and the review and approval of the city and shall be based upon the specific needs of the operation and shall accommodate large vehicle equipment and semitrailer/tractor trucks.
- E. The storage of damaged vehicles and vehicle parts and accessory equipment must be completely inside a principal or accessory building.
- F. The sale of products other than those specifically mentioned in this subsection [10-31-2A](#) shall be subject to a separate conditional use permit.

Multi-business signs, as regulated in section [10-5-1](#), "Signs", of this title.

Open storage in a side or rear yard, accessory to a principal use.

- A. All applicable federal, state and/or county permits are obtained.
- B. Storage area is blacktop or concrete surfaced unless specifically approved by the city council.
- C. The storage area does not take up parking space or loading space as required for conformity to this chapter.
- D. The storage area is screened from public streets and surrounding properties.

Veterinary; related indoor kennels provided:

- A. All pens or cages must be completely enclosed within a building with the exception of incidental run areas that shall be limited to ten percent (10%) of the gross floor area of its associated principal use, to a maximum of five thousand (5,000) square feet.
- B. All indoor activities shall include soundproofing and odor control.
- C. When abutting a residential use or district, the property shall be screened and landscaped in accordance with section [10-4-8](#), "Screening/Landscaping/Fencing", of this title.

Wireless communication towers as accessory to a permitted principal use subject to title 9, chapter 4 of this code. (Ord. 2014-19, 6-17-2014)

10-3X-4: INTERIM USES:

The following are interim uses, subject to the conditions outlined in [chapter 7](#) of this title, interim uses and the specific standards and criteria that may be cited for a specific use:

Buildings temporarily located for purposes of construction on the premises for a period not to exceed time necessary to complete said construction.

- A. All building and safety codes are met. (Ord. 2013-20, 11-19-2013)

10-3X-5: LOT AREA, HEIGHT, LOT WIDTH, AND YARD REQUIREMENTS:

- A. Minimum Area Requirements: The following requirements shall be required in the C-I district. New development shall only be allowed when a full range of municipal services and facilities are available to serve the site. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter. Existing buildings on private well and septic systems may be allowed to expand up to 20 percent of the total ground floor area that existed on the property, as of the date of this chapter, provided that all other requirements of the City Code are met with the expansion.

		With Public Sewer And Water
Minimum lot size		20,000 square feet
Minimum lot width		100 feet interior 120 feet corner
Minimum principal structure setbacks:		
	Front yard	35 feet
	Side yard	10 feet interior 35 feet abutting corner
	Rear yard	30 feet
Accessory structures		10 feet
Maximum lot coverage		50 percent

Maximum building height	45 feet
Maximum impervious surface (other than shore land overlay district)	88 percent
Maximum impervious surface (shore land overlay district)	25 percent

B. Fence, Screen Required: Whenever a CI district abuts an R district, a fence or compact evergreen screen is required pursuant to section [10-4-8](#), "Screening/Landscaping/Fencing", of this title. (Ord. 2014-19, 6-17-2014)

Josh Doty

From: Tom Bercher <tomb@welikeit.net>
Sent: Monday, February 22, 2016 2:06 PM
To: Josh Doty
Subject: Long Range Planning

Long Range Planning Commission

Please consider options Four, Five or Six for your recommendation for the zoning of the annexed Inglewood property.

Respectfully, Tom Bercher

February 16 2016

Dear Baxter Planning and Council members

In the late 1990's, we took our business from Brainerd and set up our office in Baxter. In 2005, we sold our old business building in Brainerd and bought a parcel of land from the Church of the Nazarene and another parcel from a private party consisting of a total of approximately 6.75 acres on CSAH 77 in the Unorganized Township. We have kept this land for our future retirement. Making this property ready for sale, we cleaned up some of the falling trees caused by a storm and put a For Sale sign along the road.

On May 7, 2015, Loran Knack received a phone call from Mark Melby, the engineer coordinator for Crow Wing County. Mark Melby asked for a road easement along Inglewood Road adjacent to our property. Loran Knack informed him that we did not want to sign this easement if they were going to be bringing in city water and sewer along with the road. Mark Melby informed us that we would not have to worry about water and sewer being brought in because it would have to come all the way up from Woida Road.

On May 8, 2015, we received the first letter from Mark Melby, the engineer coordinator for Crow Wing County stating that they wanted a permanent highway easement signed and notarized by us to properly record the highway right of way for the reconstruction of Inglewood Drive from Woida Road to CSAH 77. Annexation into Baxter was never mentioned to us at the time of this easement request although we later found out that this process was possibly already in progress at this time.

We were unaware that signing this permanent highway easement would allow Baxter to annex our property and then require us to have city sewer and water brought in at considerable cost to us. This brings us back to our original concern from the phone conversation that Loran Knack had on May 7, 2015 with Mark Melby where Mark said we would not have to worry about city sewer and water coming in.

At 10:00 A.M. on February 12, 2016, we met with Baxter Community Development Director Josh Doty and Baxter City Engineer Trevor Walter at Baxter City Hall to discuss our concerns. Trevor Walter said Baxter could determine from a feasibility study how much the cost of city sewer and water would be to all parties involved. We would have assumed that Baxter would have done that study before agreeing to annex this property and causing such a problem. After our meeting, with much discussion, we feel it was determined that, although they very accommodating, they did not actually have the authority to correct this problem.

In conclusion, taking property away from private owners through taxation and, or through annexation is not what we believe the City of Baxter intended. Nor do we think the citizens of Baxter would approve of this process. The first option in resolving this issue could be by giving an exemption of outlying properties for private septic and well systems until such a time city sewer and water becomes feasible. Especially considering our property is not at the same economic level of properties located on Highway 371 or in the Industrial Park area. The second option could be if the City of Baxter would provide the city sewer and water.

We are asking Baxter to resolve this problem fairly and in a timely manner.

Respectfully Submitted.

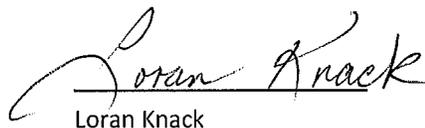
Dean Hanson
10501 CR 44
Brainerd, MN 56401
218-829-9093

LaVerne Borg
13507 State Hwy 18
Brainerd, MN 56401
218-829-1115

Loran Knack
8455 Fernmont Rd.
Nisswa, MN 56468
218-963-3488


Dean Hanson


LaVerne Borg


Loran Knack

2-16-16
Date

2-16-16
Date

2-16-2016
Date

Josh Doty

From: LaVerne Borg <lborg@c21brainerd.com>
Sent: Monday, February 22, 2016 2:57 PM
To: Todd Holman; Quinn Nystrom; Steve Barrows; Josh Doty; Trevor Walter
Subject: CSAH 77

Re: CSAH 77, Baxter
PID# 030312200CB0009 & 030312200CCB009

Dear Baxter Planning and Zoning,

After discussing the alternatives for our property located at the corner of CSAH 77 and Inglewood Drive, we have come up with a possible solution. Would the City of Baxter be interested in purchasing this 6.75 acre parcel? It could be used for future development or for putting in city sewer and water across the south end of the property. By going across the south end, it appears the property is high enough that you would not need a lift station. This could benefit the City of Baxter in regards to developing city utilities. We would consider Contract for Deed with reasonable terms for the City of Baxter to purchase this property.

Respectfully Submitted,

Brainerd Area Investments
Dean Hanson
Loran Knack
LaVerne Borg

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LaVerne L. Borg
Broker/Associate
Century 21 Brainerd Realty
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Baxter, Mn 56425
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