

# **BAXTER CITY COUNCIL AGENDA**

**Tuesday, August 16, 2016**

The regular meeting of the Baxter City Council will be held on Tuesday, August 16, 2016 at 7:00 p.m. at the Baxter City Hall, 13190 Memorywood Dr., Baxter, MN.

## **1. Call Meeting to Order**

## **2. Roll Call**

## **3. Pledge of Allegiance**

## **4. Public Comments**

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

## **5. Consent Agenda**

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

- A. Approve City Council Minutes from August 2, 2016 (pp. 4-5).
- B. Approve City Council Work Session Minutes from August 2, 2016 (pp. 6-8).
- C. Approve the Payment of Bills and Finance Report (Addendum A) (pp. 9-11).
- D. Accept Architectural Review Commission Minutes from August 8, 2016 (pp. 12-14).
- E. Accept Planning & Zoning Commission Minutes from August 10, 2016 (pp. 15-19).
- F. Approve Memorandum of Understanding with Central Lakes College Addressing Campus Sexual Assault Responsibilities and Information Sharing (pp. 20-25).
- G. Approve Drug Task Force Funding Agreement with National Joint Powers Alliance (NJPA) in the Amount of \$9,000 to Support Funding of Drug Task Force Agent (pp. 26-27).
- H. Adopt Resolution 2016-071, Providing for Procedures Related to the AMI Water Meter Project and Establishment of Associated Fees (pp. 28-32).

- I. Accept Utilities Commission Minutes from August 3, 2016 (pp. 33-43).
  1. Approve the DK Investments Agreement for Development for Vaughans Townhomes (pp. 44-60).
  2. Approve the WSN 100-Year Stormwater Management Plan for the Third Addition to Baxter Wal-Mart Subdivision contingent on final approval from the Public Works Director/City Engineer that the volume equals the 100 year 24 hour storm event for the two new lots being created (pp.61-66).
  3. Approve the Anderson Brothers Partial Pay Estimate No. 2 in the amount of \$219,879.78 for the 2016 Fairview Road Improvements Project (pp. 67-69).
  4. Approve the 13413 Maplewood Drive Temporary Easement Agreement for the 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project (pp. 70-73).
  5. Approve the Tri-City Paving Partial Pay Estimate No. 1 in the amount of \$176,652.90 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project (pp. 74-79).
  6. Approve the DeChantal Excavating Partial Pay Estimate No. 1 in the amount of \$49,500.00 for the Lift Station No. 8 Reconstruction Project (pp. 80-81).
- J. Approve the Anderson Brothers Construction Quote for Ditch Cleaning between Trunk Highway 371 and Dellwood Drive from Aldi's to Clearwater Road in the lump sum of \$26,970. (pp. 82-91).

## **6. Pulled Agenda Items**

## **7. Other Business**

- A. Planning and Zoning Actions
  1. Adopt ordinance No. 2016-040 amending the City's official zoning map from C-2 (Regional Commercial) to PUD (Planned Unit Development) and Resolution 2016-072 approving a preliminary and final plat for "Third Addition To Baxter Wal-Mart Subdivision" and Resolution 2016-073 approving a PUD general plan for two new multi-tenant retail buildings located on the Gander Mountain site at 14275 Edgewood Drive (pp. 92-97).

2. Approve architectural plans for two new multi-tenant retail buildings located on the Gander Mountain site at 14275 Edgewood Drive, subject to conditions of approval (pp. 98-99).
3. Adopt Resolution No. 2016-074 approving a variance to allow a 264-square foot addition to an existing 1,000-square foot detached accessory, where 1,152 square feet is the maximum allowed by the zoning ordinance for property located at 13152 Timberlane Drive (pp. 100-101).
4. Adopt ordinance No. 2016-041 approving language to opt-out of State of Minnesota regulations related to Temporary Health Care Dwellings (pp. 102).
5. Approve architectural plans for Jack Pine Brewery located at on Edgewood Drive south of Arrowwood Lodge (pp. 103-104).

## **8. Council Comments**

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

## **8. City Administrator's Report**

## **9. City Attorney's Report**

- A. Closed Session: Minnesota Statute 13D.03, Labor Negotiations

## **10. Adjourn** to a Special Budget Work Session on Tuesday, August 30, 2016 at 6:00 p.m.

**BAXTER CITY COUNCIL MINUTES**  
**August 2, 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,

COUNCIL MEMBERS ABSENT: Mark Cross

STAFF PRESENT: Interim City Administrator Kelly Steele, Community Development Director Josh Doty, Finance Director Jeremy Vacinek, Assistant Police Chief Russ Wicklund, IT/GIS Director Todd DeBoer, and Public Works Director/City Engineer Trevor Walter.

**PUBLIC COMMENTS**

No public comments were received.

**CONSENT AGENDA**

- A. Approve City Council Minutes from July 19, 2016
- B. Approve City Council Work Session Minutes from July 19, 2016
- C. Approve Special City Council Minutes from July 29, 2016
- D. Approve Parks and Trails Commission Minutes from July 5, 2016
- E. Approve Long Range Planning Commission Minutes from July 5, 2016
- F. Approve the Payment of Bills and Finance Report
- G. Approve HART Gambling Permit for Special Event on September 10, 2016
- H. Approve Revised Job Description for Receptionist/Cashier Position
- I. Approve Special Event Application for MN Adult and Teen Challenge Walk for Hope Event on August 20<sup>th</sup>
- J. Authorize Execution of an Assessment Agreement for 15532 Dellwood Drive
- K. Approve Special Event Application for Walk A Mile Event at Mills Ford on August 13<sup>th</sup>, 2016
- L. Appoint Ms. Tonya Stangel to the position of Police Administrative Assistant
- M. Authorize Staff to Execute SBA Memorandum of Antenna Site Agreement for the Fixed Network Water Meter Reading System Project
- N. Accept \$500.00 Donation from Baxter Lions Club for Minnesota Night to Unite Event.
- O. Approve Appointments to the Cemetery Commission

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

**COUNCIL COMMENTS**

**Steve Barrows:** Stated that on Friday, July 29<sup>th</sup> Mayor Olson and he attended one of the games at the Cal Ripken Tournament. They met with many individuals attending the game and received great compliments from the group with regards to the safety netting that has been installed, the new pavilion

that had been constructed and the feedback was astounding from so many people from several different states. He stated it made him happy to hear those kinds of remarks from the people with looking at business it brings to the commercial district including restaurants, shopping and lodging. It was an amazing opportunity to showcase the City and he thanked the residents and commercial district and the other council members.

**Darrel Olson:** Stated that the commissioner of the Cap Ripken Tournament was at the event. The commissioner stated how phenomenal the park staff was as they have assisted with anything that was asked of them. The tournament brings their own flags and requested they be changed out and staff was making those changes before he even finished his request. He had great words of praise for the parks staff and requested his comments made it to the staff members that were on duty that day. Mayor Olson stated it was a reflection on staff and on the City itself.

Mayor Olson thanked everyone for helping at the Oscar Kristofferson Pavilion Grand Opening. He also reminded everyone of Baxter’s Night to Unite on Thursday, August 4 from 5:00 – 8:00 p.m.

**CITY ADMINISTRATOR REPORT**

Interim Administrator Steele had no report.

**CITY ATTORNEY’S REPORT**

City Attorney Person reviewed two non-user assessment agreements that the City has been doing for the past year. Agreements for 14849 Franklin Drive and 14981 Franklin Drive were presented to the council for approval.

**MOTION** by Council Member Barrows, seconded by Council Member Holman to approve the 14849 Franklin Drive and 14981 Franklin Drive Non-Use Agreements. Motion carried unanimously.

**ADJOURNMENT**

**MOTION** by Council Member Barrows, seconded by Council Member Nystrom to adjourn the meeting at 7:09 p.m. to the Night to Unite Event at Oscar Kristofferson Park on August 4, 2016 at 5:00 p.m. Motion carried unanimously.

Approved by:

Respectfully submitted,

\_\_\_\_\_  
Darrel Olson  
Mayor

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

**BAXTER CITY COUNCIL MINUTES**  
**Work Session**  
**August 2, 2016**

Mayor Darrel Olson called the Work Session to order at 6:15 p.m.

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

COUNCIL MEMBERS ABSENT: Council Member Mark Cross.

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

**COMMUNICATION COMMITTEE**

Council Member Barrows explained staff provided the ordinance to develop a committee, and after reviewing the information he felt this was more as a task force rather than an official committee. There would have to be development of a vision for them to work around, towards and accomplish some goals and some things we see as issues with a defined time and scope of responsibilities.

Council Member Barrows felt the group would consist of one council liaison and five members from the community. Mayor Olson inquired if this is an initial step or would it be an ongoing committee? Council Member Barrows saw this as an initial step and their recommendation would provide an intermediate response to some of the issues relating to communication. This task force could be reviewed down the road, if necessary, but at this time it would have a limited life.

Mayor Olson inquired on what roll staff would have with the task force? Council Member Barrows felt the task force could engage staff with what is currently being done and the potential for what they see being done or a solution. He felt the first initial meetings would sort out what was needed.

Council Member Nystrom agreed with the idea of the initial task force. She saw the communication task force as a community group with a liaison doing a communication audit. This task force could be very effective with guiding of a community pulse. The community group would need to be made up of different ages, gender, and even a business owner who doesn't have to live in Baxter. Once the task force has completed the comprehensive audit of what we are doing would be able to make recommendations in a coordinated effort to address the City's communication issues.

Council Member Holman stated he agreed with the task force for now to see what the needs of the City are. He felt that staff has been doing a good job with getting the information out to the public but felt a coordinated effort is needed.

Council Member Holman inquired on the best way for the City to reach out to attract members. The council discussed the options for finding member for the task force with included recommendations of members with an application submitted and placement on the city's website.

Council Member Holman stated the need to have a staff link for the commission. There need to be a frame up process, and what do council/staff have capacity to do? Council needs to be in a support capacity; however, staff would need to know this is an ongoing piece of someone's job so the information continues to reach the public.

Mayor Olson discussed the realistic approach for staff to achieve and the time frame since there is no City Administrator at this time. Mayor Olson would like to move ahead but does not want this effort to fail before it starts and to remember not to get discouraged. Council Member Nystrom agreed and felt this should fall under the Administrator since it falls under the overall level of all the departments.

### **ROTARY COMMUNITY PROJECTS**

Community Development Director Doty provided a copy of the Rotary application form for a community project. The Rotary Noon Club has requested ideas to be submitted for a community project in Brainerd/Baxter area with a regional context. The project would need to provide a long lasting positive impact for the area and would be completed by the Rotary but could be on city property.

The Parks & Trails Commissions initial ideas of a Whipple Beach Perimeter Trail and T.H. 371 Pedestrian Bridge. Mr. Doty stated the pedestrian bridge was considered by the commission; however, the commission realized the project may be too large.

Mr. Doty reviewed various park projects contained in the Comprehensive Plan:

- Connect a trail from Forestview Middle School to Mississippi River Overlook Park
- Reconstruct the south Segment of the Paul Bunyan Trail
- Oscar Kristofferson Park Improvements
  - a. Reconstruct Basketball Courts, Volleyball Courts and/or horseshoe pits
  - b. Construction of field number Four
  - c. Construct Dugouts in Practice Field
- Construct a new Pavilion at Loren Thompson Park
- Whipple Beach
  - a. Oakwood Trail
  - b. Construct an accessible playground
  - c. Zero Entry ADA water Access
  - d. Perimeter Trail around the park
- Highway 371 Bridge Crossing
- Trail from Jewelwood Park to the Clearwater Road Trail.

Council Member Nystrom stated the Parks and Trails Commission would want any of the projects funded due to limited funds. Clarification from the Rotary is needed to see if we can submit several projects and funding available.

Council Member Nystrom also inquired on the naming rights for Rotary. Council Member Holman agreed that the Rotary may want to brand the project. He felt submission of three items should be considered and another project that may be considered is the green space park area in conjunction with the Whiskey Creek storm water project. This is a large project with visibility and connection to

the trail system and the Northland Arboretum and the Rotary may want to help the city co-develop the site. Council Member Holman also noted the Clearwater park site, located south of Clearwater Road on Grand Oaks Drive, which is in the middle Section 6 that is designated for a future park.

Council Member Barrows felt further development around Whipple Beach and make park ADA accessible. Mr. Doty stated that he would contact Mr. Osterloh for the parameters on submission on project ideas.

**PARK PAVILION RENTAL FEES**

Mayor Olson stated he was approached by the fire department for a family gathering and they asked to have the fee waived. Currently, the city does not have a formal policy to allow for the waiving or reduction on the pavilion rental fee. He explained that he reviewed with staff what the City’s past practice has been.

Mayor Olson inquired what the council would like to do with this matter. Would the council like staff to develop a policy, for future council consideration, to waive pavilion rental fees or to offer a reduced rental fee for community group users? Council Member Holman inquired if there have been any complaints on park rental? Interim Administrator Steele stated she did not know of any complaints.

Council Member Nystrom inquired if the fees were set after some type of research on what the overhead fees for the City were. Was the city breaking even on the rental fee and if the group was a government entity or non-profit group do we have a room to offer a governmental/non-profit rate?

Council Member Holman stated he suspected the City does not break even on the facilities rental, and felt it would be difficult separating and justifying different groups. Finance Director Vacinek stated that rental fees can be reviewed at budget time.

**ADJOURNMENT**

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

Approved by:

Respectfully submitted,

\_\_\_\_\_  
Darrel Olson  
Mayor

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

**ARCHITECTURAL REVIEW COMMISSION MINUTES**  
**August 8, 2016**

The Architectural Review Commission (ARC) meeting was called to order at 5:20 p.m. by Chair Donnay.

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

COMMISSIONERS ABSENT: Council Liaison Mark Cross

STAFF PRESENT: CD Director Doty and Planner Matthew Gindele

OTHERS PRESENT: Tim Ramerth, Jessie Hopkins, Patrick Sundberg and Jamie Bieser

**APPROVAL OF MINUTES**

**MOTION** made by Commissioner Handlos, seconded by Commissioner Ryan to approve the May 10, 2016 meeting minutes. Motion carried unanimously.

**Review of Proposed Jack Pine Brewery-Edgewood Dr.**

Chair Donnay asked Planner Gindele to review the application with the Commission. Planner Gindele reviewed the staff report and proposed plans with the Commission. The materials were cement board panels with anodized aluminum reveals (needing approval), prefinished metal insulated panels (more than 50% requires approval), stained wood timber, anodized aluminum windows and prefinished metal base flashing are approved materials. He continued the review indicating the size, color, height are acceptable. The articulation for the most part was allowed by the regulations however, staff is recommending that the applicant consider adding a window on the west side of the building to break up the monotony of the solid metal wall that will be visible from Edgewood Dr. and Hwy. 371.

Planner Gindele indicated that staff is requesting approval with the staff comments.

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

Mr. Jesse Hopkins, representing the owner, stated that there is an intent to keep the trees on the lot as a feature for the patio which would also help to break-up the view of the west elevation. He would like to keep the woods and not have customers looking at parking lot along Edgewood Dr. Mr. Hopkins stated that Planner Gindele did a good job explaining the project.

CD Director Doty stated that staff is aware that there may be a great deal of fill required for that site and potential loss of trees because of the fill, however staff has not seen civil plans or a building permit to confirm that at this point. When traveling north bound on Edgewood Dr. if those trees are not able to be saved, then there will be a view from the road of the west elevation, thus the reason staff is suggesting a window. Mr. Hopkins stated that they will look into the suggestion, as it was a thought to have daylight into the production area. Mr. Hopkins stated that they are looking to save half of the trees and will analyze the cost of a window, however were not ready to commit to day light at this point.

**MOTION** by Commission Handlos, seconded by Commissioner Ryan recommending City Council approve the proposed Jack Pine Brewery on Edgewood Drive as presented by staff.

Prior to the vote, Chair Donnay asked that the motion mentions the materials that staff is seeking approval on, the cement board panel siding and prefinished metal insulated panel being over the allowed amount. The Commission and staff agreed that the use of the cement board panel is being used in a different application than a residential use, as it is not being used like lap siding and instead incorporates accented anodized aluminum reveals.

**AMENDED MOTION** by Commission Handlos, seconded by Commissioner Ryan recommending City Council approve the proposed Jack Pine Brewery on Edgewood Drive with cement board panel siding with accented anodized aluminum reveals and prefinished metal insulated panel being over the allowed amount as presented by staff. Motion carried unanimously

Chair Donnay asked if there was a timeframe for the construction. Mr. Hopkins stated that they are hoping to have the building permit in within the month, a fall ground breaking with a spring grand opening.

**Review of Proposed two new buildings located east of the existing Gander Mountain Bldg.-Edgewood Dr.**

Chair Donnay removed himself from the Commission and joined the audience as he works for the firm representing the applicant.

Acting Chair Ryan asked CD Director Doty to review the application with the Commission. CD Director Doty reviewed the staff report and proposed plans with the Commission. He stated that the majority of the project is meeting all of the requirements, less the north building, however being it is part of a bigger project he wanted to show the whole project. The materials were Hardi-Lap siding on the north building (needing approval), EIFS veneer, stone veneer, brick veneer, cast stone, clear anodized aluminum windows, glazing, metal coping, cloth awnings and split face CMU for the remainder of the buildings and are all approved materials. He continued the review indicating the size, color, height and articulation all meet the regulations.

CD Director Doty indicated that staff is requesting approval of the architectural plan for two new buildings located east of the existing Gander Mountain building at 14275 Edgewood Drive.

Commissioner Handlos stated that it appears to be the same material that was used on Cub Foods and that turned out well. CD Director Doty stated that the Commission has seen this product used before on office buildings and several other buildings in Baxter.

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

Mr. Tim Ramerth, on behalf of the owner, stated that CD Director Doty reviewed the project well and that he didn't have much more to offer. He stated they are going to be moving forward with platting this month and they have been to the Utilities Commission and will address all concerns. Mr. Ramerth indicated that the hardi-lap siding is a "branding" feature of the proposed tenant, thus the reason for this request.

Commissioner Handlos asked if the signage would be large enough to help break up the siding and if there was additional color to the sign. Mr. Ramerth was hesitant to release the information as the possible tenant had requested confidentiality; however, he did indicate that the signage would break-up that area.

**MOTION** by Commission Handlos, seconded by Acting Chair Ryan recommending City Council approve the proposed two new buildings located east of the existing Gander Mountain Bldg.-Edgewood Dr. as presented by staff. Motion carried unanimously

Acting Chair Ryan turned the meeting back over to Chair Donnay for adjourn.

**OTHER BUSINESS**

None

**NEXT MEETING**

The next regular scheduled meeting is August 18, 2016.

**ADJOURNMENT**

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

Approved by:

Submitted By:

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Chair Kevin Donnay

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Shanna Newman  
CD Administrative Assistant

**PLANNING & ZONING COMMISSION MINUTES**  
**August 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: Commissioners Steve Lund, Gwen Carleton, Bob Ryan and Council Liaison Steve Barrows

MEMBERS ABSENT: Chair Bob Kinzel and Howie Oswald

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

OTHERS PRESENT: Rick Mileski, Richard and Donna Monson, Tim Ramerth, Michelle Riedel and Charles Vaughn

**APPROVAL OF MINUTES**

**MOTION** by Commissioner Carleton, seconded by Commissioner Lund to approve the minutes from the July 12, 2016 meeting as presented. Motion carried unanimously.

**PUBLIC HEARINGS**

*All items under old and new business items will go to City Council on  
 August 16, 2016 if not tabled, continued or otherwise noted.*

Acting Chair Ryan stated that this Commission is advisory and the final approval/denial is given at the City Council Meeting on August 16, 2016 at 7:00 pm.

**OLD BUSINESS**

None

**NEW BUSINESS**

1. PUBLIC HEARING. Preliminary and final plat named "Third Addition To Baxter Wal-Mart Subdivision" to create three lots from two lots, a Rezoning from C-2, Regional Commercial to PUD, Planned Unit Development and a PUD General Plan for two new multi-tenant retail buildings along Edgewood Drive for property located at 14275 Edgewood Drive. (LOT 1, BLOCK 2, SECOND ADDITION TO WAL-MART SUBDIVISION, CROW WING COUNTY, MINNESOTA TOGETHER WITH VACATED FERNWOOD DRIVE SAID SECOND ADDITION TO WAL-MART SUBDIVISION. Full legal available at City Hall) (City file 16-22)

Requested by: Widseth Smith Nolting, 7804 Industrial Park Road, P.O. Box 2720, Baxter, MN 56425

Acting Chair Ryan asked CD Director Doty to review the application with the Commission. CD Director Doty stated this is a preliminary and final plat named "Third Addition to Baxter Wal-Mart Subdivision" to create three lots from two lots, a Rezoning from C-2, Regional Commercial to PUD, Planned Unit

Development and a PUD General Plan for two new multi-tenant retail buildings along Edgewood Drive for property located at 14275 Edgewood Drive (Gander Mountain site). He reviewed the site location and plan, how the lot will be split into three lots, the main area of construction (the front two lots) current and reconstruction of parking and the items being proposed for each building. He reviewed the landscaping plan, elevations submitted for each building, access/traffic patterns, that there is no need for right-of-way, park dedication fees will be collected for the creation of the two new lots, and the previous history of this lot and past approvals that did not move forward. CD Director Doty indicated that the Utility Commission had requested a developers agreement be put in place prior to a building permit being issued; additional comments from the Utility Commission can be found in the resolution as conditions of approval. The Architectural Review Commission reviewed the proposed buildings on August 8, 2016 and recommended approval.

CD Director Doty reviewed the planned unit development (PUD) with the Commission and indicated that cross access is occurring and the agreements already in place to allow it need to be reviewed by the city attorney to make sure that this can continue to occur without concerns. CD Director Doty stated that the developer is proposing sidewalks around that building, but not sidewalks that connect to other buildings in that location. CD Director Doty indicated that city ordinance requires parking lots with 100 parking spots or more to have a "spine" sidewalk for pedestrian connectivity. He indicated that the westerly lot where Gander Mountain currently is has over 100 parking stalls which will trigger the requirement for a spine sidewalk. However, seeing as there are no improvements being made to this lot at this time, staff is only requiring that a pedestrian master plan be submitted for the entire site showing a spine sidewalk that would run the length of the parking lot from the two new building to the existing Gander Mountain and a sidewalk connection to Cub Foods and the vacant land to the North. Only the sidewalks on the two lots with the two proposed new buildings will be required at this time. When the developer comes back to the City in the future to make improvements on the third lot where Gander Mountain currently is, a PUD amendment will be required and the pedestrian connections to that site will be made at that time.

CD Director Doty reviewed the parking regulations and indicated that staff is allowing flexibility regarding the parking island requirement and allowing the 12 stalls on the Caribou side to remain without a parking island; he further explained that the Code allows the Zoning Administrator to waive the parking island requirement for up to 15 stalls in a row. He further stated that the PUD flexibility is requesting two pylon signs instead of one, as is allowed by ordinance. The original Gander Mountain pylon sign will stay and an additional 200 sq. ft. sign will be placed at the north end of the site. CD Director Doty explained the location of the drive thru for Caribou Coffee and the requirements needed and have been met by regulations. Another drive thru condition has been updated and placed at the Commissioners desk, there was some concern with the traffic circulation and how exiting the drive thru would take place, there is still a concern and staff wanted to raise awareness to the Commission to discuss the drive-thru.

CD Director Doty stated that staff is recommending approval of the plat and PUD application with the conditions noted in the draft resolutions.

Mr. Tim Ramerth, WSN, representing the owner stated that CD Director Doty reviewed the project well and there were only a few things that he wanted to touch on. Mr. Ramerth stated that they planned on having pedestrian connectivity around the building and to Edgewood Dr. and that plans will be amended to reflect that. However, at this point, the Gander Mountain building having connectivity is not reasonable being there is not plans showing what will take place with that portion of the site.

Commissioner Carleton asked about access to Edgewood Dr., Mr. Ramerth stated that he and CD Director Doty have had conversation about that and that the plans will be amended to provide that connectivity. Commissioner Carleton asked about the drive-thru and the proposed changes. Mr. Ramerth stated that a few spaces are needed/required for a specific business; he explained the modification that will be made to the drive-thru to direct traffic flow as it exits the drive-thru. Mr. Ramerth indicated that the number of total required shrubs, per ordinance, was reduced and were replaced with extra trees on site as is allowed per City Code. Ramerth also stated that he will work with staff to revise the landscaping plan to address other concerns as indicated in the resolution.

Acting Chair Ryan opened the public hearing.

Mr. Richard Mileski, owner of the Light Depot property to the north, indicated that he is excited about the development. He indicated that he has seen a lot of pedestrian traffic and agreed with the needs for sidewalks to/from the proposed development.

Acting Chair Ryan closed the public hearing.

Commissioner Carleton stated that she wished there was enough room for a sidewalk on Edgewood Dr. CD Director Doty stated that there are too many utilities in that location and it would be very tough to put a trail/sidewalk along any part of Edgewood Dr. and the green space would be lost should that ever happen.

Commissioner Lund asked for clarification regarding the sidewalks/pedestrian connectivity. CD Director Doty explained the need for connectivity and proposed projects that will create that connectivity and the parking regulations. The master plan is being requested so in the future, when permits come in for different areas within this plan, the developer knows what is expected and requested to meet regulations and pedestrian connectivity in the future, even though it is not being proposed today. Commissioner Lund clarified the location of the trail/sidewalk to the north and south of the Gander Mountain, CD Director Doty confirmed that at this time the Gander Mountain building is not being worked on or having a permit pulled for that building, only the buildings located in the front parking lot of Gander Mountain and staff is OK with holding off on the north/south connections on the Gander Mountain site until the time of construction. CD Director Doty indicated that the master plan can be amended in the future to assist with gaining connectivity. CD Director Doty reviewed the conditions in the resolution regarding the PUD amendments with the Commission for clarification.

Commissioner Lund asked for clarification on the drive-thru. CD Director Doty stated there will be a one-way entrance for the drive-thru and there will be a curb island that will allow for stacking on the side and back of the drive-thru. CD Director Doty explained that the City engineer has also reviewed the parking and drive-thru had some concern, staff is just not sure of the solution other than relocating the drive-thru, however that is not the proposal in front of the Commission.

**Motion** by Commissioner Lund, second by Commissioner Carleton to recommend the City Council approve the preliminary and final plat named "Third Addition To Baxter Wal-Mart Subdivision" to create three lots from two lots, a Rezoning from C-2, Regional Commercial to PUD, Planned Unit Development and a PUD General Plan for two new multi-tenant retail buildings along Edgewood Drive for property located at 14275 Edgewood Drive, as presented by staff in the draft resolution. Motion carried unanimously.

2. PUBLIC HEARING. Variance to allow a 264 square foot addition to an existing 1,000 square foot detached accessory structure raising the cumulative square footage for a single detached accessory structure beyond the 1,152-square foot maximum allowed by the zoning ordinance for property located at 13152 Timberland Drive (THAT PART OF LOT 1 BLOCK 8 PARKWOOD, AND THAT PART OF GOV. LOT 9 SEC. 12 DESCRIBED AS FOLLOWS. Full legal available at City Hall) (City file 16-23)

Requested by: Richard and Donna Monson 13152 Timberland Drive, Baxter, MN 56425

Acting Chair Ryan asked Planner Gindele to review the application with the Commission. Planner Gindele stated that the applicant is requesting a variance to allow a 12 x 22 sq. ft. (264 square foot) addition to an existing 1,000 square foot detached accessory structure raising the cumulative square footage for a single detached accessory structure 112 square feet beyond the 1,152-square foot maximum allowed by the zoning ordinance for property located at 13152 Timberland Drive. Planner Gindele gave the history of the house, the size of the lot, topography and the amount of trees that buffer the lot/lake. He indicated that all accessory structures (attached and detached) add up to 1,792 square feet, under the allowed maximum of 1,800 sq. ft. The applicant could build a stand-alone structure however they would like preservation of the space and limit the impact from the lake; therefore would like to attach this studio to the existing garage as it will fit well together. Planner Gindele reviewed the variance elements, setbacks, site plan and additional architectural features with the Commission.

Planner Gindele stated that staff is recommending approval of the variance being requested by this applicant.

Acting Chair Ryan opened the public hearing.

Mr. Richard Monson, owner/applicant indicated that Planner Gindele did a good job reviewing their request. He stated that it will add a nice touch to the end/lake side of the garage.

Acting Chair Ryan closed the public hearing.

**Motion** by Commissioner Carleton, second by Commissioner Lund to recommend the City Council approve the variance to allow a 264 square foot addition to an existing 1,000 square foot detached accessory structure raising the cumulative square footage for a single detached accessory structure beyond the 1,152-square foot maximum allowed by the zoning ordinance for property located at 13152 Timberland Drive as indicated in the draft resolutions presented by staff. Motion carried unanimously.

3. PUBLIC HEARING. Zoning Ordinance Text Amendment to Title 10 of the Baxter City Code. Zoning Ordinance Amendments are proposed related to Temporary Health Care Dwellings. (City File 16-24)

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

Acting Chair Ryan asked CD Director Doty to review the application with the Commission. CD Director Doty stated that on May 12, 2016, Governor Dayton signed into law a bill creating a new process for landowners to place mobile residential dwellings “drop houses” on their property to temporarily help a family member with health care issues. The law included an option for communities

to opt out by September 1, 2016, by passing an ordinance to opt out of this specific State requirement. If a community does not opt out by September 1, 2016, than they will be required to follow the regulation as set forth in the bill. CD Director Doty stated that the language was taken from the League of Minnesota Cities.

CD Director Doty then stated that staff is recommending approval of the Zoning Ordinance amendment related to temporary health care dwellings based on the findings.

Commission Lund asked if the League had taken a position on this when it was going through the legislative process, CD Director Doty stated that they requested the opt out language.

Acting Chair Ryan opened the public hearing, there was no one left in the audience, Acting Chair Ryan closed the public hearing.

**Motion** by Commissioner Lund, second by Commissioner Carleton to recommend the City Council Zoning Ordinance Text Amendment to Title 10 of the Baxter City Code. Zoning Ordinance Amendments are proposed related to Temporary Health Care Dwellings. Motion carried unanimously.

**OTHER BUSINESS**

None

**ADJOURNMENT**

**MOTION** by Commissioner Carleton, seconded by Commissioner Lund to adjourn the meeting at 7:00 p.m. Motion carried unanimously.

Approved by:

Submitted by:

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Acting Chair Bob Ryan

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Shanna Newman CD Administrative Assistant

## REQUEST FOR COUNCIL ACTION

August 16, 2016

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**Department Origination:** Police

**Agenda Section:** Consent

---

**Agenda Item:** Approve Memorandum of Understanding with Central Lakes College Addressing On Campus Sexual Assault Responsibilities and Information Sharing

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

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### **BACKGROUND**

The Baxter Police Department has been contacted by Central Lakes College in regards to a state initiative to better enforce, investigate, and provide for the victims of sexual assault on college campuses.

The college is looking to establish MOU's with local law enforcement that will better provide for victims and help prevent and deter these types of criminal activity.

The MOU pledges that the Baxter PD will work with the College to meet these goals that have been established and outlined in new state law.

### **FINANCIAL IMPLICATIONS**

No financial implications.

### **STAFF RECOMMENDATION**

Staff recommends signing the MOU with Central Lakes College.

### **COUNCIL ACTION REQUESTED**

Motion to enter into the Memorandum of Understanding Agreement regarding Sexual Assault on campus with Central Lakes College.

### **Attachment:**

1. MOU with Central Lakes College

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into effective \_\_\_\_\_, 2016, by and between the State of Minnesota by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Central Lakes College and the City of Baxter. The City and the College may, from time to time herein, be collectively referred to as “the Parties.”

WHEREAS, the City and the College have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant community;

WHEREAS, the City has a department, the Baxter Police Department (PD), that is the principal law enforcement agency in the City of Baxter, Minnesota, that exercises such authority and jurisdiction granted by the laws of the State of Minnesota; and

WHEREAS, the Minnesota Legislature recently passed legislation, Minn. Stat. § 135A.15, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 2, addressing campus sexual assault that, among other things, requires postsecondary institutions and local law enforcement agencies to enter into a memorandum of understanding that delineates responsibilities and requires certain information sharing, in accordance with applicable state and federal privacy laws, about certain crimes.

WHEREAS, the recently passed legislation also requires that local law enforcement agencies cooperate with postsecondary institutions by entering into and honoring the memoranda of understanding required by the new legislation, Minn. Stat. §626.891, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 3.

WHEREAS, the College has an administrator that serves as the Title IX Coordinator and is responsible for investigating complaints of discrimination and sexual harassment, which includes sexual assault, domestic violence, dating violence and stalking;

WHEREAS, the City and the College agree that crime occurring on campus and in certain areas off campus is a serious problem that warrants the parties’ continued cooperation, collaboration, and communication, to the extent allowable under law, and further agree to assist crime victims and ensure appropriate prosecution of responsible persons when a crime affecting a College student or employee occurs in the City;

WHEREAS, in recognition of the College’s obligations under federal law and acknowledgment that the City may, but is not legally required to, provide information to the College, the purpose of this MOU is to acknowledge shared interests between the City and the College and to promote and maintain a continued, harmonious working relationship and cooperative effort between the parties. It is not intended to make one entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the parties; and

WHEREAS, the parties desire to further clarify how the parties may cooperate in the future in certain circumstances as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Sexual Assault and other forms of Sexual Violence.** As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence involving a College student-victim or student-suspect. For purposes of this MOU sexual violence means a continuum of conduct that includes sexual assault, sexual battery, dating and relationship violence, stalking, as well as aiding acts of sexual violence. Nothing in this MOU shall be construed as requiring PD to share information with the College if PD reasonably believes that doing so would jeopardize its criminal investigation.
  - a. The College and PD will communicate regularly during their respective investigations, to the extent permitted by law. The parties recognize the need to balance the interests of the criminal process and the College's obligations under state and federal law.
  - b. If necessary to prevent interference with its criminal investigation, PD will provide the College a report of sexual violence involving a College student-victim. PD will provide College with the victim's name and basic information about the incident upon the written consent of the victim(s). In some cases, the College may need to take immediate interim action to protect the victim(s) and keep the campus safe. However, upon PD's request, College will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon such notice by PD, the College will limit information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, PD will notify College when it has completed its initial investigation and notification to the parties by College will not interfere with the criminal investigation.
  - c. When College receives a report of sexual violence, it will inform the victim of its coordination with PD and will make the victim aware of the victim's right to make a criminal report, if the victim desires. If the victim requests, the College will coordinate and assist the victim in contacting PD.
  - d. The College will provide PD with information and brochures regarding the College's administrative complaint process, protective measures, campus resources, and information provided to victims regarding preservation of evidence. PD agrees that its investigators will strive to provide this information to student-victims interviewed in cases involving sexual violence.
  - e. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy.

2. **Domestic Violence and Stalking.** The College agrees to provide PD information (e.g., office name and contact information) about campus resources for victims of domestic violence and/or stalking. PD agrees that its investigators will strive to provide this information to student-victims as appropriate.
3. **Collection of Crime Statistics.** The College is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the College must request crime statistics from PD annually. PD agrees to cooperate with the College and undertake reasonable efforts to respond to the College's request for crime statistics.
4. **Emergency Notification and Crime Alerts.**
  - a. The parties acknowledge that the College is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The College is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.
  - b. If PD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the College's students, faculty or staff, PD may notify the College so that the College can determine whether an emergency notification or timely warning should be issued by the College.
5. **Training.** The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training opportunities will be separately agreed to by the parties, and may include the following.
  - a. The parties agree to share information about education and training opportunities that may be of interest to the other party and to share information from training sessions of mutual interest.
  - b. The College agrees to provide training to PD personnel regarding the College's obligations under federal law, including Title IX, to respond to incidents of sexual violence involving members of the College community. This training may include information about College policies and procedures, the differences between the College's administrative process and the criminal process, College resources, and other information that would be of value to PD.
  - c. PD agrees to provide training to College employees, including those with responsibility for investigating and responding to matters of sexual violence and those providing support services to parties involved in matters of sexual violence on agreed upon topics such as preservation of evidence.

- d. Upon mutual agreement by the representatives of the parties who are coordinating an education or training program, the parties may extend invitations to community partners to participate in the program.
6. **Periodic Meetings.** The parties agree to meet on a regular basis at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including:
  - a. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement;
  - b. Review and confirm the accuracy of the information contained on materials (such as the information sheet and victim resource card) handed out pursuant to this MOU; and
  - c. Discuss any other matters of importance to the parties.
7. **Term.** This MOU is effective on September 1, 2016, or upon the date the final required signature is obtained by College, whichever occurs later, and shall remain in effect until December 31, 2019. The parties shall endeavor to examine this MOU as the end date approaches to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.
8. **Termination.** Either party to the MOU may terminate it upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.
9. **Modification.** This MOU may be modified only in a writing signed by both parties.
10. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.
11. **Assignment.** Neither party may assign nor transfer any rights or obligations under this MOU without the prior written consent of the other party.
12. **Liability.** Each party is responsible for its own acts and behavior and the results thereof. College/College's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.
13. **No Third Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

14. **Government Data Practices Act.** The Parties must comply with the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13, as it applies to this MOU.

15. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of Minnesota.

**IN WITNESS WHEREOF**, the undersigned hereto have executed this Memorandum of Understanding this 17th day of August, 2016.

\_\_\_\_\_  
City of Baxter Chief of Police

\_\_\_\_\_  
Central Lakes College President

\_\_\_\_\_  
City of Baxter Mayor

## REQUEST FOR COUNCIL ACTION

August 16, 2016

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**Department Origination:** Police

**Agenda Section:** Consent

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**Agenda Item:** Approve Drug Task Force Funding Agreement with National Joint Powers Alliance (NJPA) in the Amount of \$9,000 to Support Funding of Drug Task Force Agent.

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

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### **BACKGROUND**

The Baxter Police Department has been contacted by NJPA and presented with an opportunity to receive \$9,000 to support our ongoing efforts in combating the drug problems in our area.

To be a recipient of the funding agencies are required to have an officer assigned to a full time position with an established drug task force unit. The department commitment must be for the entire 12 month period (calendar year) in which the funding was presented.

All law enforcement agencies in the NJPA region are eligible.

In the agreement, NJPA recognizes the work agencies are involved in fighting drug related crimes. They recognize this work is important to help maintain the quality of life of the region and they would like to assist these agencies to further support the efforts.

### **FINANCIAL IMPLICATIONS**

The city would receive \$9,000.00 to be used to support the mission of the drug task force through the cities commitment of a full time officer to that unit.

### **STAFF RECOMMENDATION**

Staff is recommending acceptance of the \$9,000.00.

### **COUNCIL ACTION REQUESTED**

Motion to accept the \$9,000.00 Drug Task Force Conditional Funding Agreement with NJPA.

### **Attachment**

1. NJPA Agreement

**CONDITIONAL FUNDING AGREEMENT**

This Agreement (“Agreement”), made effective at the date hereof (“Effective Date”), is by and between the National Joint Powers Alliance (“NJPA”), and Baxter Police Department (“Agency”).

NJPA and Agency recognize a need for the services and the collaboration of those services of Drug Task Force officers throughout Region 5 and a lack of resources to meet that need; and

NJPA acknowledges Drug Task Force officers serve a public purpose and has agreed to provide supplemental funding to the program in Region 5;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Conditional Funding of Services.

Agency hereby agrees to accept funding from NJPA under the following conditions:

- a. The funding will be used to support its jurisdiction’s commitment to the drug task force.
- b. The Agency is a sheriff’s office or local police department within Region 5.
- c. The Agency is part of a multi-agency drug and violent crimes task force.
- d. The Agency has a full-time equivalent (FTE) commitment to the drug task force equal to one FTE commitment for the 12 month calendar year.
- e. The FTE must be committed to working exclusively with the drug task force.

2. Receipt and Remittance of Funds.

Agency will receive \$9,000 to support the drug task force services. Agency will submit an invoice to NJPA for the full amount of the funding.

- a. Funds not expended during the term of the Agreement will be remitted to NJPA

3. Performance and Reporting.

- a. Funds received pursuant to this Agreement will be used in accordance with Section 1 of this Agreement.
- b. Should at any time, Agency be unable to perform its responsibilities under this Agreement, all funds retained pursuant to this Agreement must be returned to NJPA at a prorated rate.
- c. Agency will provide NJPA with a quarterly funding report outlining what the expenditures the funds were utilized for.
- d. The Chief Law Enforcement Officer for the Agency will provide an affidavit to NJPA attesting to the FTE commitment of the drug task force agent prior to receiving any funding.

4. Term.

The term of this Agreement will commence on Effective Date and continue for a period of one year.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

\_\_\_\_\_  
By \_\_\_\_\_  
Authorized Signature-Signed

**NATIONAL JOINT POWERS ALLIANCE®**  
By \_\_\_\_\_  
Authorized Signature-Signed

By \_\_\_\_\_  
Authorized Signature-Printed

By \_\_\_\_\_  
Authorized Signature-Printed

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## REQUEST FOR COUNCIL ACTION

08/16/16

**Department Approval:** Finance Director Vacinek  **Agenda Section:** Consent  
 Assistant Finance Director Jensen  
 IT Director DeBoer

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

**Item Description:** Adopt Resolution 2016-071, Providing for Procedures Related to the AMI Water Meter Project and Establishment of Associated Fees

### **BACKGROUND**

In conjunction with the implementation of the Advanced Metering Infrastructure (AMI) project to automatically read water meters within the city, IT and Finance have been working on updating ordinances and procedures impacted by the AMI project. Title 8-1-8 of the Baxter City Code was amended by the council in July to address the establishment of the AMI and formation of alternate meter reading fees and nonconforming meter fees. It is recognized for the utility operation to be efficient and economical, compliance with the meter replacement program is necessary.

Staff has been analyzing how other cities have handled the AMI transition. Additional billing procedures have been identified to address: 1) property owners or occupants requesting to opt for an alternate meter system instead of the standard radio-read meters, (2) property owners or occupants that do not cooperate with the meter exchange or are unresponsive, and (3) discrepancies between self-reported meter readings and the actual final meter reading from the meter being replaced. Attached are the recommended billing procedures related to the AMI project and a resolution to provide for the procedures and establishment of the associated fees.

### **FINANCIAL IMPLICATIONS**

The alternate meter reading and nonconforming meter fees were calculated based upon the estimated increased operating costs for the utility operations. They are designed to offset the efficiency lost from not having an automatic meter metering system.

### **STAFF RECOMMENDATIONS**

Staff recommends adopting the Resolution 2016-071, providing for procedures related to the AMI water meter project and establishment of associated fees.

### **COUNCIL ACTION REQUESTED**

Motion to adopt Resolution 2016-071, providing for procedures related to the AMI water meter project and establishment of associated fees

**City of Baxter  
Utility Billing Additional Procedures Related to the 2016 Advanced Metering  
Infrastructure (AMI) Water Meter Project**

With the City's water meter replacement and conversion from residential self-read to automatically-read meters, it is anticipated issues may arise that require the development of city procedures to address these issues in conjunction with existing city ordinances and state statutes. The most likely expected issues are: (1) property owners or occupants requesting to opt for an alternate meter system instead of the standard radio-read meters, (2) property owners or occupants that do not cooperate with the meter exchange or are unresponsive, and (3) discrepancies between self-reported meter readings and the actual final meter reading from the meter being replaced. Below are the procedures the Finance Department will utilize to address these issues.

**(1) Alternate Meter System – Property Owners or Occupants Requesting an Alternate Meter System and Opting out of Radio-Read Meters**

All water meters are being replaced in the City in 2016. In combination with the new water meters, radio-reads are being installed as standard equipment to increase the efficiency and accuracy of the utility operations. Understanding some customers may not approve of this method, property owners have the option to replace their meter with a Mueller meter without the radio-read upon completion of an application and payment of a monthly meter reading fee, as outlined in adopted Baxter City Code Section 8-1-8B. The meter reading will be required to be read monthly by the City using a remote register placed on the outside of the building. The alternate metering system fee is \$50 per month and is based upon the cost to read these meters, process these billings, and the additional cost for these meters. The alternate meter system meter reading fee will begin with the billing sent December 2016. Upon a change in ownership of the property, these meters would be required to be converted to automatically-read meters at no expense to the new resident.

**(2) Unresponsive and Uncooperative Property Owners or Occupants**

For a variety of reasons, some property owners or occupants will not have their water meters replaced by the end of Midwest Testing's meter exchange timeframe. This will result in increased cost for the City utility operations related to monitoring these accounts, bill processing time, meter reading time, and cost related to the new meter exchange when it does occur; the amortized cost is estimated at \$120 per month. In order to cover these costs and encourage the meter replacement exchange, a non-compliance meter fee of \$120 per month, starting with the utility billing sent November 2016, will be collected as outlined in adopted Baxter City Code Section 8-1-8A. The water meters are part of the City water supply system and the City must have access to the meters at reasonable times to inspect, maintain, replace, test, and repair the meters.

In addition to the monthly non-compliance meter fee charged on the utility bill for failure to respond to the meter replacement program, water service may be discontinued until the cause is corrected and the fees are collected per the city ordinance. If the water is shut-off to the property due to account delinquency, the owner or occupant will be required to complete the meter exchange process and pay the account in full before water service is

restored. Ultimately, if the property owner continues not to respond to City requests to replace the meter, the City may consider legal action to compel the meter replacement. If necessary, the non-compliance fees and procedures may be adjusted for commercial accounts based on the size and quantity of the premises' meter(s).

(3) **Meter Reading Discrepancies between Self-Reported Meter Readings and the Actual Final Meter Reading from the Meter Being Replaced**

In the past, residents have been required to self-report water meter readings with their monthly billing for the City to accurately determine the utility bills. With the conversion of the City's water meter system, a final meter reading will be obtained from the premises and reported to the City. The final reading may differ substantially from the last self-reported meter reading received from the property owner or occupant. Meter reading discrepancies may occur due to a difference between the outside remote reader and the actual meter, unintentional errors in prior self-reporting, or prior purposeful misrepresentation of readings. Minnesota statutes are designed to protect the financial health of the municipality utility in these circumstances. The following procedures will be employed for residential overreported usage and underreported usage.

a. Overreported Usage

Based on past experience, these discrepancies occur over a relatively short period of time because residents have not actually read their meter for a while or were attempting to budget their utility bill by smoothing usage throughout the year. Traditionally, these accounts have not been billed for consumption until the meter catches up to the current reading or, for larger accidental misreads, an adjustment has been applied to the account. Due to all the new meters resetting at zero gallons, this approach will not work. Instead, for accounts with discrepancies exceeding 5,000 gallons of overreported usage, a dollar amount credit will be calculated for the consumption gallons, not to exceed the prior 12 months of usage, and applied to the utility billing account.

b. Underreported Usage

The City historically encourages timely collection of utility bills by charging late fees, certifying payments for collection with property taxes, sending delinquent letters, and shutting off service. With the final meter reading from the meter being replaced being independently obtained and reported to the City, the actual gallons consumed will be identified. During this process it is anticipated there may be some large bills, defined as usage in excess of 50,000 gallons over normal usage. The assumption is these discrepancies were not purposeful. Water meters are designed to err on the side of the consumer by reading less as they age.

These one-time large bills will be resolved outside the standard collection procedures by providing some flexibility on the payment terms. Because there is no way of determining when the underreported usage occurred, none of the underreported usage will be subject to the summer sewer credit benefit.

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

HELD: August 16, 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 16<sup>th</sup> day of August, 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 2016-071**

**RESOLUTION PROVIDING FOR PROCEDURES RELATED TO THE ADVANCED  
METERING INFRASTRUCTURE (AMI) WATER METER PROJECT AND  
ESTABLISHMENT OF ASSOCIATED FEES**

WHEREAS:

- A. The City of Baxter, Minnesota (the "City") provides for the inspection, maintenance, replacement, testing, and repair of all water meters connected to the City water supply system as stipulated in Title 8-1-8 of the Baxter City Code.
- B. To update the meter infrastructure, the City is completing a system wide replacement of all water meters in 2016 which requires reasonable access to an owner's or occupant's premises to replace the meters.
- C. The City is utilizing radio read meter reading infrastructure to read its meters in an efficient manner for the utility operation and to eliminate the need for owners or occupants to read their water meter monthly.
- D. It is recognized not all customers approve of this method of meter reading and an alternate meter system option is available upon submittal of a written application and payment of a monthly meter reading fee to cover the higher operating costs of reading the meter monthly.
- E. Owners or occupants failing to respond to notices regarding the need for the meter replacement reduce the efficiency and accuracy of the utility operation and increase the costs to replace the meter after the AMI project is substantially completed.

- F. Failure to respond to notices for the meter replacement will result a monthly fee and potential discontinued service.
- G. Meter reading discrepancies between self-reported meter readings and the actual meter readings may be discovered when final meter readings on the old meters are recorded during the meter replacement creating significantly larger amounts due or credits in the case of over-reported usage for some utility customers.

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

1. The alternate metering system monthly water meter reading fee shall be set at \$50.00 per month, and shall be effective with the December 2016 utility billing for usage in November 2016. The fee shall be set annually by the City's fee schedule thereafter.
2. Effective with utility bill sent November 2016 a monthly nonconforming meter fee of \$120.00 shall be charged for unresponsive or uncooperative owners or occupants who fail to respond to notices regarding the need for a meter replacement until the meter replacement request has been completed. The fee shall be set annually by the City's fee schedule thereafter. Service will be discontinued to the premises eventually until the meter replacement is completed.
3. The Finance Department is hereby authorized and directed to manage meter reading discrepancies per Baxter ordinances and procedures and Minnesota state statutes.

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 duly passed and adopted.

STATE OF MINNESOTA  
 COUNTY OF CROW WING  
 CITY OF BAXTER

I, the undersigned, being the duly qualified and acting City Clerk of the City of Baxter, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of the City Council of the City held on the date therein indicated, with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to providing for procedures related to the AMI water meter project and establishment of associated fees.

WITNESS my hand as such Clerk this 16<sup>th</sup> day of August, 2016.

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

**UTILITIES COMMISSION**  
**August 3, 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, Doug Wolf and Chairman Rock Yliniemi.

MEMBERS ABSENT: Commissioner Dave Franzen and Council Liaison Mark Cross.

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

OTHERS PRESENT: WSN Consulting Engineer Aric Welch, WSN Engineer Tim Ramerth, SEH Consulting Engineer Scott Hedlund and Bolton & Menk Consulting Engineer Mike Rardin.

**APPROVAL OF MINUTES**

**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to approve the Utilities Commission minutes of July 6, 2016. Motion carried unanimously.

**AMI PROJECT UPDATE**

GIS/IT Director Todd DeBoer gave a brief update on the project. Midwest Testing will be the installers of the water meters and notices for appointments have been sent to the residents north of T.H. 210 to have meter(s) replaced and a radio installed. Midwest Testing anticipates installing 50 – 75 meters per day and installation time per meter is typically 20 – 30 minutes.

Final integration for the software billing is still being completed at this time.

**15532 DELLWOOD DRIVE AND 15494 DELLWOOD DRIVE TURN LANE**  
**APPROACH REVIEW REQUEST**

The commission discussed the concern that a resident on Dellwood Drive reported. This particular area has a bypass lane to allow north bound vehicles to bypass traffic turning left onto Novotny Road. The concern is that a residential home and business both need to make right hand turns in that bypass lane in order to enter their property.

Signage indicates this is a bypass lane at 45 mph. Traffic thinking it's only a bypass lane a near rear end accident almost occurred last weekend with the residential homeowner trying to make a right turn into their property. The city has been put on notice of this occurrence and that there is a possible issue that needs to be addressed. WSB Traffic Engineer Chuck Rickart has been asked to review the situation and make any recommendations of any safety improvements if needed.

Commission consensus was that the City Traffic Engineer needs to review the intersection in a timely manner and come back with any proposed changes to the next commission meeting.

## UTILITIES COMMISSION – 08/03/16

### **DK INVESTMENTS AGREEMENT FOR DEVELOPMENT FOR VAUGHANS TOWNHOMES**

Public Works Director/City Engineer Walter stated this is the standard agreement the City uses for watermain and sanitary sewer extensions for private improvement projects. Public Works Director/City Engineer Walter has no concerns with the agreement and recommends approval.

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the DK Investments Agreement for Development for Vaughans Townhomes. Motion carried unanimously.

### **STORMWATER MANAGEMENT PLAN FOR THIRD ADDITION TO BAXTER WALMART SUBDIVISION**

Public Works Director/City Engineer Walter said this was a unique redevelopment of the property with two buildings and multiple tenants toward the front of the existing parking lot.

WSN Engineer Ramerth representing his client reviewed the storm water management plan for the proposed development on Edgewood Drive. The property currently consists of nearly 100 percent impervious coverage which is currently an existing parking lot for the Gander Mountain Store.

The property is going to be replatted and the proposed improvements will consist of a full re-development of the two lots that are being created. Utility connections will be derived from an internal watermain and a single cut in Edgewood Drive for the installation of a main line 8 inch sanitary sewer.

Stormwater management requires the proposed redevelopment to retain runoff from the 100-year 24-hour storm event on site. As the property currently exists, the majority of the bituminous pavement on the east side of the current Gander Mountain building drains directly to the city storm water system without any water quality treatment. The entire area being platted into two separate lots will drain directly to the city system with no treatment and there is no engineering way possible to redirect any other way.

As part of this proposed development, the Developer is proposing an extended detention basin be constructed on the south and west side of the current Gander Mountain building and drainage from the Gander Mountain building will be directed to this basin as a tradeoff for the water quality treatment needed for the two lots being created. The volume entering the new pond will be equal to the 100 year 24 hour storm event required for the two new lots out front.

Mr. Walter stated another consideration for stormwater would be to increase the volume in the current storm water pond just south of the building located between Gander Mountain and Cub Foods. Commission felt that one option or the other or a combination of both options will meet

## UTILITIES COMMISSION – 08/03/16

the City ordinance requirements as long as the total volume equals the 100 year 24 hour storm event for the two new lots being created on the northeast side of the property.

**MOTION** by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council approve the WSN 100-Year Stormwater Management Plan for the Third Addition to Baxter Wal-Mart Subdivision contingent on final approval from the Public Works Director/City Engineer that the volume equals the 100 year 24 hour storm event for the two new lots being created. Motion carried unanimously.

### **PRELIMINARY AND FINAL PLAT FOR THIRD ADDITION TO BAXTER WALMART SUBDIVISION**

WSN Consulting Engineer Ramerth stated the proposed site improvements for the Gander Mountain property located just north of Excelsior Road along Edgewood Drive. The proposed project will include the replat of the property to create two additional lots north of Taco Bell comprising of approximately 3.5 acres of property.

Public Works Director/City Engineer Walter stated that Community Development Director Doty had recently completed his review and expressed some concern over the entrance lineup on the private drive with adjacent property owner Taco Bell. Mr. Walter inquired if the commission saw any reason for a traffic study to be done on the proposed development with regards to ingress and egress.

Mr. Ramerth stated the entrance change is on private property and was changed to facilitate better traffic flow within the development. Chairman Yliniemi stated he did not see a reason for a traffic study due to the options within the area for ingress and egress since it is only the private entrance that is being changed with no changes to ingress or egress to Edgewood Drive.

Mr. Walter informed the commission that development is planned for 2017; however, the developer wants to have all zoning approvals done so building leases can be signed.

The commission discussed the improvements to the site will need to have a total road closure and felt it would be in the best interest to detour traffic through the existing parking lot. Pavement will be required to be cut completely across from side to side by approximately 100-feet long in an effort to get compaction back in the excavation trench. The same pavement cross section used in the 2015 Full Depth Reclamation of Edgewood Drive will be required to repair the roadway.

The commission discussed road right-of-way in the area and it was determined that no additional right-of-way would be needed. City Subdivision Ordinance 11-4-2 for streets right of way states the following: In the sole discretion of the city, a reduction in right-of-way may be granted if the proposed development abuts existing development with less right-of-way or if it is a replat of a previously platted development.

## UTILITIES COMMISSION – 08/03/16

**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to recommend advising the Planning and Zoning Commission that the Utilities Commission has no concerns with the Third Addition to Baxter Wal-Mart Subdivision Preliminary & Final Plat contingent on the following:

1. Waive the dedicated additional 80-feet of right-of-way on Edgewood Drive per City Ordinance No. 11-4-2.
2. No traffic study on the development would be required.
3. Require a signed Development Agreement before the City issues a building permit.

Motion carried unanimously.

### **2015 MILL AND OVERLAY PROJECT UPDATE**

SEH Consulting Engineer Hedlund had no new information on the 2015 Mill and Overlay Project.

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

The following is an update on the status of the various work tasks on the project:

#### A. Permits

1. The necessary wetland permits have been secured.
2. The necessary MnDOT right of way (ROW) permit has been secured.
3. The necessary MPCA NPDES Construction Stormwater Permit will be secured by the contractor prior to start of construction.

#### B. Easements

- Easement agreements from all but 2 parcels have been secured to date.
  - The remaining 2 are temporary easements for driveway resloping.
    1. One of the two has given verbal approval.
- Beyond the easements above, 2 additional easements combined with maintenance agreements have been submitted to the school district for approval to cover the existing storm ponds on the west and southeast sides of Baxter Elementary School property.
  - The west pond is planned for improvement with the 2016 Mill & Overlay Project and the southeast pond is planned for improvement with this project.

#### C. Bidding

- Bids were opened on May 3, 2016.
  - Two bids were received.
  - Both bids were below the engineer's estimate.
  - Anderson Brothers Construction of Brainerd is the low bidder.
- City Council awarded the project to Anderson Brothers Construction on June 7, 2016.

#### D. Assessment Hearing

- The assessment hearing occurred on Thursday, June 2, 2016 and was adopted by the City Council on June 7, 2016.

**UTILITIES COMMISSION – 08/03/16****E. Construction**

- The preconstruction conference (for the Contractor, Private Utility Companies, City Staff, and SEH) was held June 9th at 9am at City Hall.
- The preconstruction neighborhood meeting was held on June 15th at 6pm at City Hall.
- Construction started June 13th.
- The following work has been completed:
  - The first lift of bituminous surfacing has been placed on Fairview Road east of Memorywood Drive.
  - Both lifts of bituminous surfacing has been paved on Fairview Road west of Memorywood Drive and on Memorywood Drive.
  - All storm sewer, pond, and culverts have been installed.
  - Most of the ditch and inslope grading is complete.
  - Final turf restoration work has started.
- Planned work:
  - Ongoing final ditch and inslope fine grading and turf restoration.
  - Tree restoration is planned for the week of August 8th.
  - Paving the final lift of mainline Fairview Road bituminous surfacing is planned for the week of August 15th.
    1. Driveways are planned to be paved before the mainline.
  - Concrete pedestrian curb ramps at the school and Art Ward Drive, and concrete sidewalk at Inglewood Drive are planned to be installed after the final paving
  - Signing and mailbox work to occur after final paving.
  - Striping to occur last.

**F. Utility Relocation Work**

- Centerpoint Energy gas main and service relocation/upgrade work is complete.
- Crow Wing Power has some guy wire relocation work remaining.
- CenturyLink has some cable lowering work remaining by Art Ward Drive.

The following is an update on the status of the project budget:

**A. Total project budget:**

- The total project budget based on the as-bid construction costs and figures to be presented at the Assessment Hearing is \$1.3M.

**B. Consultant budget:**

- There are no unapproved scope changes at this time.

**2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO.****2**

SEH Consulting Engineer Scott Hedlund reviewed Partial Pay Estimate No. 2 for the 2016 Fairview Road Improvements Project with the commission. SEH Consulting Engineer had no concerns with Partial Pay Estimate No. 2 and recommends approval.

## UTILITIES COMMISSION – 08/03/16

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 2 in the amount of \$219,879.78 for the 2016 Fairview Road Improvements Project. Motion carried unanimously.

### **2016 CITY OF BAXTER CHIP SEALING PROJECT UPDATE**

Bolton & Menk Consulting Engineer Rardin reviewed the project update.

#### **Work Completed - Fourth Update**

Street and trail sealcoat aggregates have been approved for use. Final test documents and design mixes are pending and should be received shortly.

The Contractor notified us on Monday, July 25th, they intend to begin construction on Monday, August 8th.

Resident notices and a Public Service Announcement were sent out on July 26th.

#### **Project Schedule and Completion**

The following schedule and completion requirements were incorporated into this project:

1. 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.
2. All construction operations are to be completed no later than August 26, 2016.

#### **Engineering Costs**

The City contracted with BMI for design services for this project in early March. Because the City was uncertain over Franchise Fee creation and street maintenance funding during late February and early March, construction services were not contracted for by the City. Design services were completed by BMI with the submittal of project plans and specifications to the County on March 7, 2016.

On April 12, 2016, a proposal for construction Observation Services was submitted to the City in the amount of \$11,000.00. The cost proposed is higher than what would normally be expected on this type of project. This is based on past experience associated with this Contractor.

### **2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT UPDATE**

Bolton & Menk Consulting Engineer Rardin reviewed the project update.

#### **Work Progress - Fourth Update**

A bid tabulation, assessment review, and contract award recommendation were presented to the Utility Commission at the July 6th meeting. The Commission recommended Award of Contract to Anderson Brothers Const. Co. of Brainerd, LLC in the amount of \$1,090,108.01.

## UTILITIES COMMISSION – 08/03/16

On July 7, 2016, the project Assessment Hearing was conducted where about 10 persons were in attendance. Property owners expressed concern over increased traffic volumes, noise, and speeds along with the need for future maintenance of streets. Sprinkler system relocations were also discussed. Information on the City's pavement management program and long term maintenance plans were provided at the hearing. Several objections to the assessments were received and those same filed appeals with the City.

On July 19, 2016, the City Council adopted the special assessments as proposed and awarded the contract for the project to Anderson Brothers of Brainerd. A Notice of Award of Contract was presented to Anderson Brothers on July 20th and a preconstruction conference was conducted on July 22<sup>nd</sup>. Work started on the project on Monday, July 25<sup>th</sup>.

Neighborhood Meeting notices were mailed to property owners on July 20<sup>th</sup> and a Neighborhood Meeting was conducted Tuesday evening, July 26<sup>th</sup>. A Public Service Announcement notifying various agencies and parties of the construction was sent out on July 20<sup>th</sup>. Construction start notices were hand delivered to potentially affected property owners on Thursday, July 21<sup>st</sup>. An email list of property owners impacted by this project has been created so progress updates and / or alerts can be provide to them as appropriate.

Construction work done the week of July 25<sup>th</sup> consisted of:

1. Installation of traffic controls
2. Assessment of City utilities (gate valves, curb stops, etc.)
3. Installation and operation of a dewatering system
4. Removal of pavement in the reconstruction area
5. Topsoil stripping in the reconstruction area
6. Implementation of erosion control activities (SWPPP)
7. Location of various underground utilities with relocation planning

### **Project Schedule**

Based on the contractor's proposed schedule, construction is estimated to take just over ten weeks with a projected completion date of October 5<sup>th</sup>. Based on the contractor's proposed schedule, the following is a brief summary of future construction activities:

**July** - traffic controls, removals, and dewatering in the reconstruction area

**August** - street (grading) and storm sewer construction in the reconstruction area

**September** - reclamation, curb and gutter replacement / construction, aggregate and bituminous base construction, and turf establishment in both the reconstruction and reclamation areas

**October** - bituminous wear course construction in both the reconstruction and reclamation areas

### **Completion Dates**

## UTILITIES COMMISSION – 08/03/16

The contract calls for substantial completion by September 30<sup>th</sup> with final completion by October 14<sup>th</sup>. The contractor has indicated, based on their proposed schedule, they may request an extension of the substantial completion date to October 5<sup>th</sup>.

### Costs

Due to erosion potential at the Johnson Center, bio rolls were added to the erosion control plan (SWPPP) and have been installed. A change order will be necessary for this. The additional cost to do this is currently estimated at about \$4,000. A 5% contingency in the amount of \$54,505.00 has been allowed for in this project.

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 future.

Other work on the project has been continuing as agreed to according to the existing “Not to Exceed” contract.

### **2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT UPDATE**

WSN Consulting Engineer Welch reviewed the project update.

#### Summary of Work Completed Since Last Update

- Week of June 27th: Contractor completed sanitary sewer and water service work on College Road.
- Week of July 4th: Completed curb & gutter at Baxter Elementary School.
- Week of July 11th: Removals completed on College Road turn lane project. Utility companies completed utility relocates on College Road. Completed storm sewer installation on College Road. Completed turn lane and trail subgrade work.
- Week of July 18th: Completed work on Woida road through bituminous base course (bituminous wear course complete from TH 371 through Dellwood Drive. Completed Clearwater Road through bituminous base course.
- Week of July 25th: Began concrete work on College Road. Completed raising sanitary sewer castings, raising water valves and topsoil/turf establishment

on Clearwater Road and Woida Road. Completed final lift of bituminous on Clearwater Road. Completed final lift of bituminous on Woida Road from Dellwood Drive to Golf Course drive.

Project Schedule

- Week of July 25th: Complete all bituminous work on Clearwater Road and Woida Road. Pavement markings on Clearwater Road and Woida Road. Complete concrete work on College Road. Complete final grading work on College Road.
- Week of Aug. 1st: Complete work on College Road. Begin mill and overlay in Maplewood, Kenwood, Madeline and Glenwood project areas.
- Week of Aug. 8th: Begin mill and overlay in Southdale project area.
- Week of Aug. 15th: Shouldering and final project cleanup.

Changes:

John Street

- A culvert will be added to the project under the driveway along the south side of John Street.

Maplewood Drive

- The Council reviewed our memo regarding possible solutions to the drainage problem at the corner on Maplewood Drive. The Council selected the curb & gutter with a spillway and swale behind the curb. Since the last Council meeting, we have discovered a catch basin and pipe located on the west side of Maplewood Drive. A revised plan was created showing the selected option with a storm sewer catch basin in the ditch to direct storm water overflows into the pipe located on the west side of the roadway. After reviewing the revised plan with City staff, we believe this is the best option to protect area properties from flooding and have directed the Contractor to proceed with the improvement.

College Road

- City staff has requested new signage for the trail crossing at Cypress Drive. The existing signage will be moved to the private roadway entrance at the west end of the project. Additional bituminous pavement and curb & gutter were removed to allow room for the utility locates. A pedestrian ramp will be added on the west side of the private roadway entrance at the west end of the project to comply with current ADA standards

**13413 MAPLEWOOD DRIVE AGREEMENT FOR THE 2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT**

WSN Project Engineer Welch reviewed the agreement for the property that has flooding concerns on Maplewood Drive as discussed in the project update.

**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council approve the 13413 Maplewood Drive Temporary Easement Agreement for the 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. Motion carried unanimously.

**2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT PARTIAL PAY ESTIMATE NO. 1**

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 1 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project with the commission. WSN Consulting Engineer Welch had no concerns with Partial Pay Estimate No. 1 and recommends approval.

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the Tri-City Paving Partial Pay Estimate No. 1 in the amount of \$176,652.90 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. Motion carried unanimously.

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

WSN Consulting Engineer Welch informed the Commission that there was no new update and that the project is the same status as from the update last month.

**LIFT STATION NO. 8 RECONSTRUCTION PROJECT UPDATE**

WSN Consulting Engineer Welch reviewed the project update.

**Summary of Work Completed Since Last Update**

The Contractor began work on Monday, July 18<sup>th</sup>, 2016. During the week they completed removals, set the new valve vault and lift station cover and completed all piping necessary to get the lift station back on line. On Friday, July 22<sup>nd</sup>, 2016 the lift station was started up and put back into operation. The Contractor is currently working on completing miscellaneous items associated with the lift station and site work.

**Project Schedule**

The contractor will continue site work and final clean up the week of July 25th and paving is scheduled for the week of August 1<sup>st</sup>. All work should be complete by the Substantial Completion date of August 12<sup>th</sup>.

**Changes**

The concrete structures arrived on site with lift holes that penetrated the structure. Lift holes of this type are specifically not allowed because of the potential for ground water infiltration which can lead to sink holes. The Contractor was unable to get the structures replaced in a reasonable amount of time to keep the project on schedule and requested a repair vs. a replacement. The repair was reviewed and approved by the Engineer and City staff. In accordance with the Contract documents, the time required by the Engineer to review the repair will be charged back to the Contractor and withheld from the final payment.

City staff has requested a change to the site plan. The bituminous driveway will be extended farther south and additional bituminous will be placed around the concrete pad for the control panel and sanitary sewer manhole. The work will require additional fill, class 5 aggregate base and bituminous.

**LIFT STATON NO. 8 RECONSTRUCTION PROJECT PARTIAL PAY ESTIMATE NO. 1**

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 1 for the Lift Station No. 8 Reconstruction Project with the commission. WSN Consulting Engineer Welch had no concerns with Partial Pay Estimate No. 1 and recommends approval.

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the DeChantal Excavating Partial Pay Estimate No. 1 in the amount of \$49,500.00 for the Lift Station No. 8 Reconstruction Project. Motion carried unanimously.

**WASTEWATER TREATMENT PLAN CHARGES FOR JUNE**

The Brainerd Public Utilities Wastewater Plant Charges for June 2016 was submitted to the commission as information only.

**ADJOURNMENT**

**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to adjourn the meeting at 7:45 p.m. Motion carried unanimously.

Approved by:

Submitted by,

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

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

## DEVELOPMENT AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between DK Investments, LLC, a limited liability company under the state of Minnesota, party of the first part, hereinafter collectively referred to as "**Developer**" and City of Baxter a municipal corporation under the laws of Minnesota, party of the second part, hereinafter referred to as "**City**",

### WITNESSETH:

**WHEREAS**, the Developer has submitted an Irrevocable Letter of Credit No. \_\_\_\_\_ attached hereto as **Attachment A** ("Letter of Credit") from ~~BlackRidge Bank~~, whose address is 14084 Baxter Drive, Suite 16, Baxter, MN 56425 in the amount of \$ \_\_\_\_\_ (125% of the Amount of the "Municipal Portion" (defined below) as detailed on **Attachment B** attached hereto) issued to the City for the platting and development of what is to be known as Lot 1, Block 1, of FIRST ADDITION TO VAUGHANS LOTS, in the City of Baxter, Crow Wing County, Minnesota, **Attachment C** hereinafter referred to as the "Development"; and

**WHEREAS**, the proposed Development includes the construction and installation of municipal sanitary sewer mains, private sidewalk, municipal and private water lines, private drainage controls, private 100-year storm water design, private bituminous surfaced parking lot, and related improvements (hereinafter collectively referred to as the "**Privately Installed Improvements**") hereinafter described; and

**WHEREAS**, the Developer will construct the Privately Installed Improvements pursuant to the terms of this Agreement and as described in ~~Sheets C1 of 6 through LS-1 (## sheets total)~~, Construction Plans and Specifications for Sanitary Sewer, Water, Storm Sewer, Sidewalks, Streets, Grading, Drainage and Erosion Control and for Vaughan Townhomes Improvements dated June 20, 2016 and prepared by Brian Schultz, P.E of Schultz Engineering & Site Design, a copy of which is attached hereto as **Attachment D**, ~~dated January 26, 2016 and prepared by Brian Schultz, P.E of Schultz Engineering & Site Design; and sheet LS952-1867 (1 sheet total) for Landscaping plan for~~ Vaughan Townhomes Improvements a copy of which is attached hereto as **Attachment D**, and pay for all related costs, including any reasonable costs incurred or to be incurred by the City for engineering, legal and administrative services related to the Privately Installed Improvements; and

**WHEREAS**, in anticipation of the Development, the City has received from the Developer an Engineer's Estimate prepared by Brian Schultz, P.E of Schultz Engineering & Site Design for completion of certain Development related improvements to be turned over to and owned by the City as detailed on **Attachment B** attached hereto, and has had said estimate, plans, and specifications reviewed and approved by the City Engineer, the Utilities Commission and the City Council; and

**WHEREAS**, the City has approved the final plat of First Addition to Vaughans Lots subject to certain conditions.

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

1. **Authority of Developer.** The Developer warrants and represents that Developer is the sole owner of and has marketable title to the property to be developed for all Privately Installed Improvements and has the authority to enter into this Agreement.

2. **Construction.** The Developer shall construct said utilities in accordance with City specifications as detailed in **Attachment E** Sanitary Sewer Construction Drawings, **Attachment F** Sanitary Sewer Specification, **Attachment G** Water Main Standard Construction Drawings, **Attachment H** Water Main Specifications. All material and construction shall conform to the City of Baxter standard specifications. When conflicts that arise between the City specifications, general notes and Developer specifications, the more stringent shall take precedence.

3. **Restoration.** Right-of-way restoration shall be in accordance with City specifications as detailed in **Attachment I** Right-of-way Restoration. Developer will restore all areas of disturbances in accordance with City specifications.

4. **Surety.** Upon execution of this Agreement by the parties, the Developer shall deposit with the City an Irrevocable Letter of Credit for one year (**See Attachment A**) acceptable to the City in the amount of One Hundred Twenty Five percent (125%) of the Engineer's Estimate Amount (**See Attachment B**) for the Municipal Portion of the Privately Installed Improvements. This surety shall be provided to the City within ten days of approval of this Agreement by the City or prior to commencement of any development activities, whichever is first. Said surety shall be released by the City upon acceptance of the Development by the City and once a one-year Warranty Bond has been assigned to the City.

5. **As Built Plans.** The Developer shall complete as-built plans for that portion of the Privately Installed Improvements consisting of the municipal water lines, municipal sanitary sewer lines, all storm sewer facilities, and the municipal pedestrian trail, all of which shall be installed in public rights-of-way or publicly dedicated easements owned or controlled by the City, (collectively the "**Municipal Portion**") and submit them in electronic format in ".dwg file form" at the Developer's expense. As-built plans shall include a complete set of plans depicting what was actually built and shall include all valves, hydrants, curb stops, sewer manholes, sewer clean-outs, and sewer service ends with County Coordinates on each item. Further plans shall include all storm sewer manholes, inverts, overflows, outflows, catch basins, and storm water ponds with elevations and County Coordinates on each item for all of the Privately Installed Improvements on either Lot 1, Block 1, of First Addition to Vaughans Lots showing 1-foot contours, percentage of pervious, impervious, Class 5 surfaces and Bench Marks and control points within two months of substantial completion. Upon written confirmation by the City, the deadline for submitting

such plans may be extended to the end of the one-year warranty period. The irrevocable letter of credit shall not be released until as-built drawings are submitted to the satisfaction of the City.

**6. GIS System.** The Developer shall reimburse the City for its reasonable costs related to incorporating the Privately Installed Improvements into the City's GIS system. The City shall charge an hourly rate based upon the City's adopted fee schedule in effect at the time services are performed. The 2016 hourly rate is \$58.00 (The City will charge in one hour increments). The City's estimate for the total cost of these charges is estimated at \$696.00 and is attached hereto as **Attachment J**.

**7. Engineer Inspections.** The Developer agrees that all construction of the Municipal Portion of the Privately Installed Improvements, to be owned or maintained by the City, shall be inspected by the City Engineer. The Developer shall reimburse the City for all inspection costs related to said Municipal Portion ensuring that they are constructed to City specifications. The City shall inspect construction of the Municipal Portion full time at an hourly rate based upon the City's adopted fee schedule in effect at the time services are performed. The 2016 hourly rate is \$50.00 (The City will charge in one hour increments). If overtime hours are incurred, the City will bill those hours at one and one-half times the hourly rate in effect at the time such services are performed. The City's estimate for the total cost of these charges is estimated at \$##### and is attached hereto as **Attachment K**.

**8. Utility Easements.** The Developer agrees that it will, at its own expense, provide utility easements over all sanitary sewer lines, and sanitary sewer manholes.

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

- A. All surveying, platting and recording requirements normally and customarily required by the City; and
- B. Survey services to establish vertical and horizontal control and alignment points and staking for the placement of main line sanitary sewer, storm sewer and water main; and
- C. Electricity, telephone, gas and cable television installations; and
- D. Monumentation of lot corners; and
- E. Plans and specifications for the Privately Installed Improvements; and
- F. Payment of all fees, permits, licenses and recording fees; and
- G. Erosion control in accordance with MPCA guidelines; and

- H. All other items or site improvements necessary and incidental to completion of the Development; and
- I. Lot grading, including stabilization and erosion controls; and
- J. Municipal curb stops; and
- K. Municipal Sanitary sewer mains and manholes; and
- L. Private topsoil, sod, seeding, and mulching of street right of way (only for that part disturbed as part of the construction of the Privately Installed Improvements); and
- M. Construct and maintain a 100-year storm water drainage system serving Lot 1, Block 1, of First Addition to Vaughans Lots affected by the Privately Installed Improvements. The Developer shall be responsible for any sediment and erosion that is caused by the over land, over flow system from the 100-year storm water infiltration basins to the City or discharge to any public water way systems.

**10. City Acceptance.** The City agrees that the Municipal Portion of the Privately Installed Improvements when fully constructed and approved for acceptance by the City Engineer, Baxter Utility Commission and City Council shall become part of the municipal utility, street and trail systems owned and/or controlled by the City. Developer agrees that it or its contractor(s) will carry a performance bond to warranty the Municipal Portion of the Privately Installed Improvements installed per this Agreement for a warranty period of one (1) year after completion of the Development by the City. Developer agrees to assign the bond to the City after all Privately Installed Improvements and Development related activities are completed to the reasonable satisfaction of the City, whereupon the City will indicate its acceptance of the Privately Installed Improvements. The assignment shall extend to the City all rights and ability to have the Developer's general contractor perform any required warranty work. If a bond cannot be assigned, the Developer agrees to extend surety for the one-year warranty period at an amount equal to the final construction price of the Municipal Portion plus ten percent, (10%) and in that event, the City shall not accept the Municipal Portion until the end of said warranty period. The City reserves the right to extend the time frame for acceptance of the Development if any problems with the Privately Installed Improvements are not resolved.

**11. Letter of Credit.** The Developer shall provide the City the one year Irrevocable Letter of Credit prior to starting any construction activities. The Developer agrees that the City may exercise its right to draw down upon the Letter of Credit to complete the Municipal Portion of the Privately Installed Improvements in event of default hereunder after notice to the Developer and failure of the Developer to cure after lapse of the cure period, to mitigate any public hazard created by the Municipal Portion of the Privately Installed Improvements or to compensate the City for any unpaid costs it incurs related to the construction of the Municipal Portion.

The Developer may request reduction of the Letter of Credit based on prepayment or the value of the completed Municipal Portion of the improvements at the time of the requested reduction. If requested, the City will perform an evaluation of the work. The City will attempt to complete this evaluation within thirty days of receiving this request, contingent upon the City being able to complete the evaluation. For example, if the request is made in the Winter, the City may not be able to inspect the improvements in order to complete the evaluation within thirty days. If evaluations are requested, the Developer will be responsible for the estimated costs incurred by the City for performing the evaluations. The amount of reduction will be determined by the City based upon confirmation of that portion of the Municipal Portion of the improvements then completed.

If an event of default occurs under this provision, the City shall give written notice of the event of default or failure to perform to the Developer by Certified Mail at its addresses c/o DK Investments, LLC., 1107 South 6<sup>th</sup> Street, Brainerd, MN 56401. If the Developer fails to undertake to cure the event of default and diligently proceed to cure the default within sixty (60) days after the date of the mailed notice, the City may avail itself of any or all of the following remedies for as long as the Developer is in default:

- a. The City may perform the Municipal Portion of the work and the Developer shall reimburse the City for its expenses incurred. This provision shall be a license granted by the Developer to the City to act, but shall not require the City to take any such action. The Developer consents to such an action by the City and waives any claims Developer may have against the City for damage in the event the City exercises its rights in accordance with this provision. This remedy is in addition to and not in lieu of the city's right to draw on all security referenced in this Agreement; and/or
- b. Draw upon and utilize Letter of Credit in order to cover the costs of the City in order to correct the event of default.

**12. SAC/WAC Charges.** The Developer understands that the following SAC/WAC charges will also apply to the Project:

- A. Sewer Availability Charge (SAC) (\$3,000.00 per each unit in year 2016);
- and
- B. Water Availability Charge (WAC) (\$2,800.00 plus 7.875% applicable sales tax per each unit in year 2016).

The SAC and WAC fees will be payable at such time as a building permit is requested from the City. The fees are subject to an increase by the City Council. The City's estimate for the total cost of SAC and WAC charges is estimate at **\$48,164.00** and is attached hereto as **Attachment L**.

**12. Monuments.** The Developer shall place iron monuments at all lot corners and at all other angle points on boundary lines for Lot 1, Block 1, of First Addition to Vaughans Lots. Such iron monuments shall be placed after all streets and lawn grading has been completed in order to preserve the lot markers for future property owners. More monuments may be required by the City engineer to service the area.

**13. Grant of License.** The Developer hereby grants to the City, its agents, employees, officers and contractors a license to enter upon the property on which the Development work is being conducted to perform all necessary inspections deemed appropriate by the City during the construction of the Privately Installed Improvements.

**14. Payment of City Fees.** The City shall not execute this Agreement until the Developer has paid all fees for this Project as described in this section. Prior to execution of this Agreement, the City shall present Developer with estimated costs for engineering inspections and observation, legal and administrative costs incurred by the City to review the construction of the Privately Installed Improvements. The estimated fees for any engineering costs are as set forth in Sections 6 and 7 above. All other fees due the City for any legal or administrative fees are estimated at \$1,660.00 as shown on **Attachment M** attached hereto. These fees shall also be due upon execution. Upon completion of the Development, the City shall refund to Developer any remaining funds if the actual costs were lower than estimated. If the actual costs exceed the estimates, the City shall bill the Developer for this deficit and the bill shall be paid by Developer within 30 days. No interest shall accrue on any monies held by the City pursuant to this Section 14. If any bill due the City is unpaid after 30 days, a one-time late fee shall be assessed equaling 5% of the unpaid balance and additional late fees at the rate of 1.5% per month shall be assessed for each month thereafter. If after multiple attempts to collect any outstanding bill(s) at the completion of the Project, a bill(s) remains unpaid, the Developer agrees the City may certify the outstanding balance, with certification fees and interest, to Lot 1, Block 1, of First Addition to Vaughans Lots for collection by the county on the following year's property taxes. The Developer, or its successors, further agrees that when said assessment is levied it will not appeal or challenge this assessment amount and waives any notice of hearing related to adopting said assessment.

**15. Estoppel.** The City agrees, upon the written request of the Developer, within thirty (30) days of the request, to issue to the Developer or its prospective mortgagee or purchaser, an estoppel certificate stating, to the best of the City's knowledge: (i) whether it knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether this Agreement is in full force and effect; and (iii) whether there are any sums due and owing by the Developer to the City that remain outstanding (that have not otherwise been assessed to the Property).

**16. Miscellaneous.** This Agreement shall inure to the benefit of and shall be binding upon the Developer and the City and their respective successors, agents and assignees, and shall be binding upon all future owners of all or any part Lot 1, Block 1, of First Addition to Vaughans Lots and shall be deemed covenants running with the land. However, nothing in this Agreement,

expressed or implied, shall give to any other person or entity any benefit or legal or equitable right, remedy or claim under this Agreement. This Agreement, at the option of the City, may be placed on record with the County Recorder so as to give notice hereof to subsequent purchases and encumbrances.

*[SIGNATURES APPEAR ON THE NEXT PAGE]*



**DEVELOPER:**

DK Investments, LLC

\_\_\_\_\_  
By: Dave Peterson  
Its: President

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Dave Peterson, its President of DK Investments, LLC, a Minnesota Limited Liability Company, on behalf of the company.

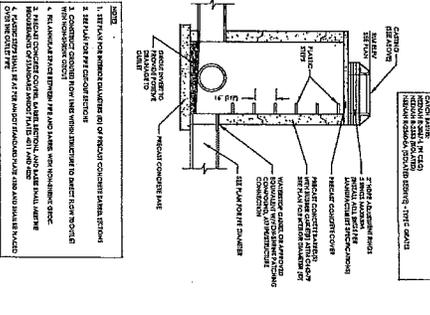
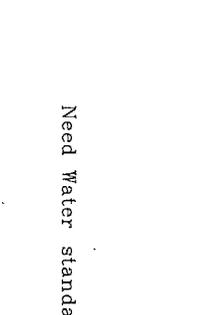
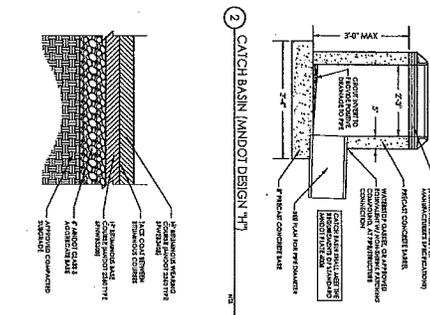
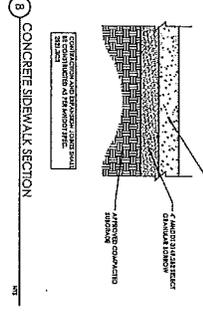
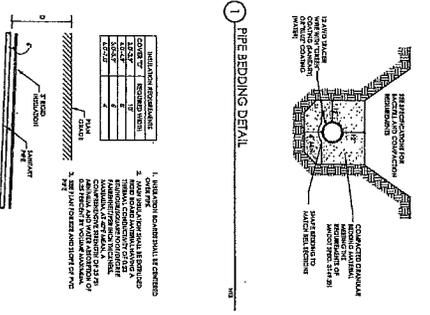
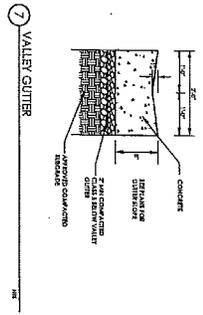
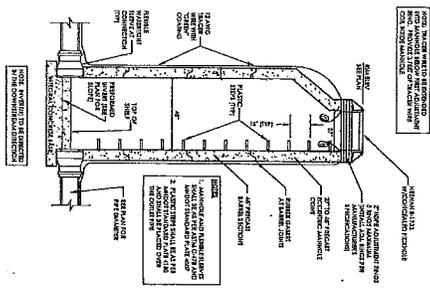
\_\_\_\_\_  
Notary Public

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

## SCHEDULE OF ATTACHMENTS

ATTACHMENT A	Irrevocable Letter of Credit No. _____
ATTACHMENT B	Engineer's Estimate prepared by Brian Schultz, P.E of Schultz Engineering & Site Design, for Construction of Municipal Portion of Privately Installed Improvements
ATTACHMENT C	Plat -- LOT 1, BLOCK 1, OF FIRST ADDITION TO VAUGHANS LOTS
ATTACHMENT D	Construction Plans and Specifications for Sanitary Sewer, Water, Storm Sewer, Trail, Streets, Grading, Drainage and Erosion Control dated June 20, 2016 and prepared by Brian Schultz, P.E of Schultz Engineering & Site Design, <del>Lighting plan prepared by Steven Hahn of Luma Sales Associates Lighting and Controls dated December 17, 2015</del>
ATTACHMENT E	Sanitary Sewer Construction Drawings
ATTACHMENT F	Sanitary Sewer Speciation
ATTACHMENT G	Water main Standard Construction Drawings
ATTACHMENT H	Water main Specifications
ATTACHMENT I	Right-of-way Restoration
ATTACHMENT J	GIS Incorporation costs
ATTACHMENT K	City estimated Inspection costs
ATTACHMENT L	Detail of SAC/WAC Fees
ATTACHMENT M	Detail of Legal, Administrative and Other Fees Due to the City





STANDARD DETAILS

100262Details.dwg  
C2 OF 6

VAUGHAN TOWNHOMES  
BAXTER, MINNESOTA

REVISIONS	
NO.	DESCRIPTION
1	
2	
3	
4	

**SCHULTZ ENGINEERING & SITE DESIGN**

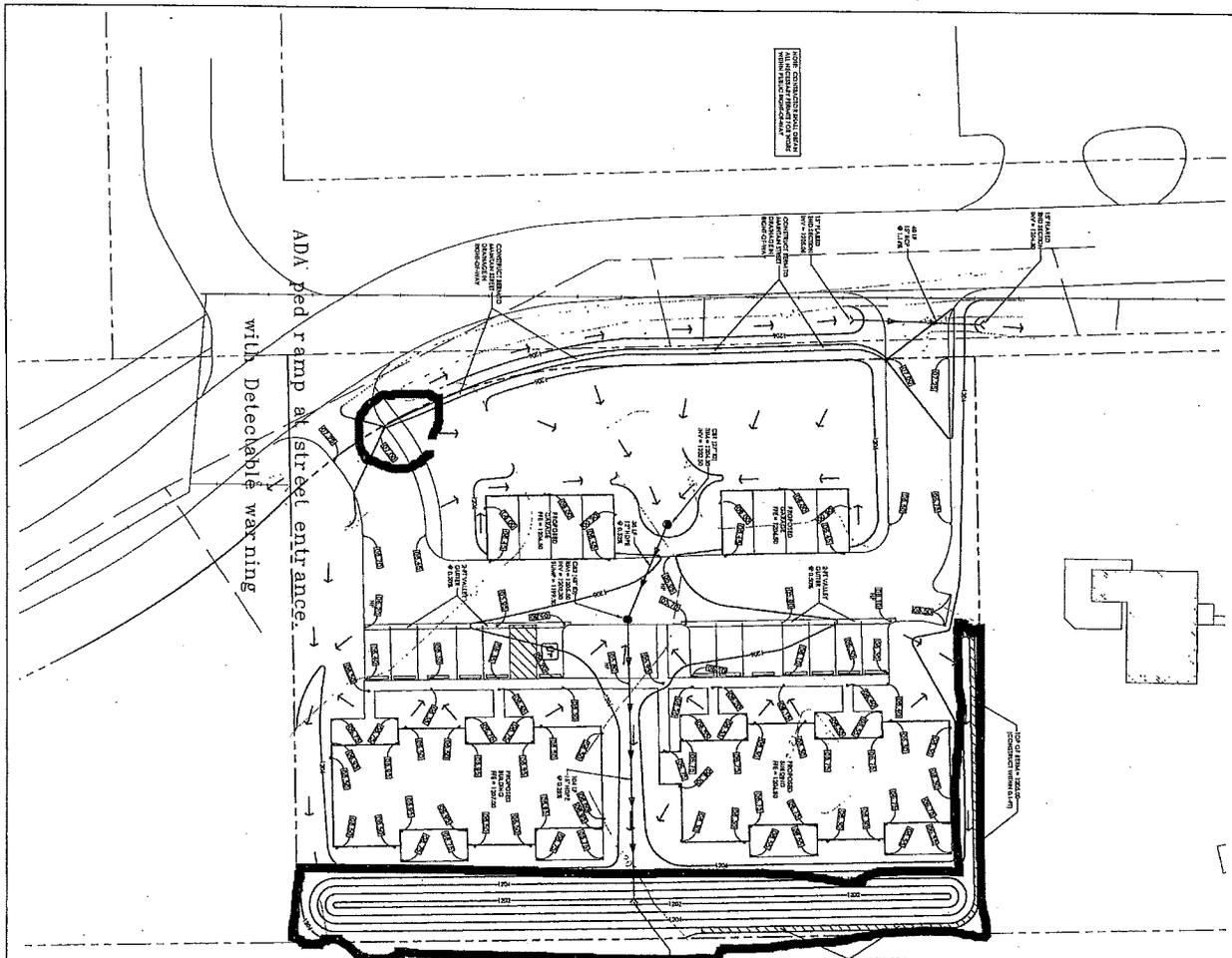
18 South Riverside Avenue  
Suite 200  
Baxter, MN 56307

Ph: (202) 333-0009  
Fax: (202) 333-1831  
schultzeng@sw.com

www.schultzeng.com

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

Shawn Schultz, PE  
Date: 04/26/2016 License No: 43129



**GRADING NOTES:**

1. CONFORM TO ALL CITY ORDINANCES AND STATE REQUIREMENTS FOR GRADING AND DRAINAGE.
2. ALL GRADING SHALL BE TO FINISH GRADE UNLESS OTHERWISE NOTED.
3. ALL GRADING SHALL BE TO FINISH GRADE UNLESS OTHERWISE NOTED.
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**INTEGRATION BASIN CALCULATIONS**

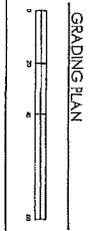
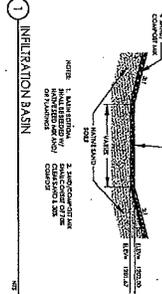
DESIGN FLOW: 1.0 CFS  
 DESIGN VELOCITY: 1.5 FPS  
 DESIGN DEPTH: 1.0 FT  
 DESIGN WIDTH: 1.0 FT  
 DESIGN LENGTH: 1.0 FT  
 DESIGN AREA: 1.0 SQ FT  
 DESIGN VOLUME: 1.0 CU FT  
 DESIGN PERIOD: 1.0 MIN  
 DESIGN FREQUENCY: 1.0 HZ  
 DESIGN AMPLITUDE: 1.0 G  
 DESIGN DURATION: 1.0 SEC  
 DESIGN ACCURACY: 1.0 %

**INTEGRATION BASIN MATERIALS**

CONCRETE: 1.0 FT THICK  
 GRANULAR FILL: 1.0 FT THICK  
 TOTAL DEPTH: 2.0 FT

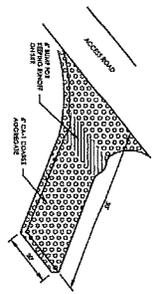
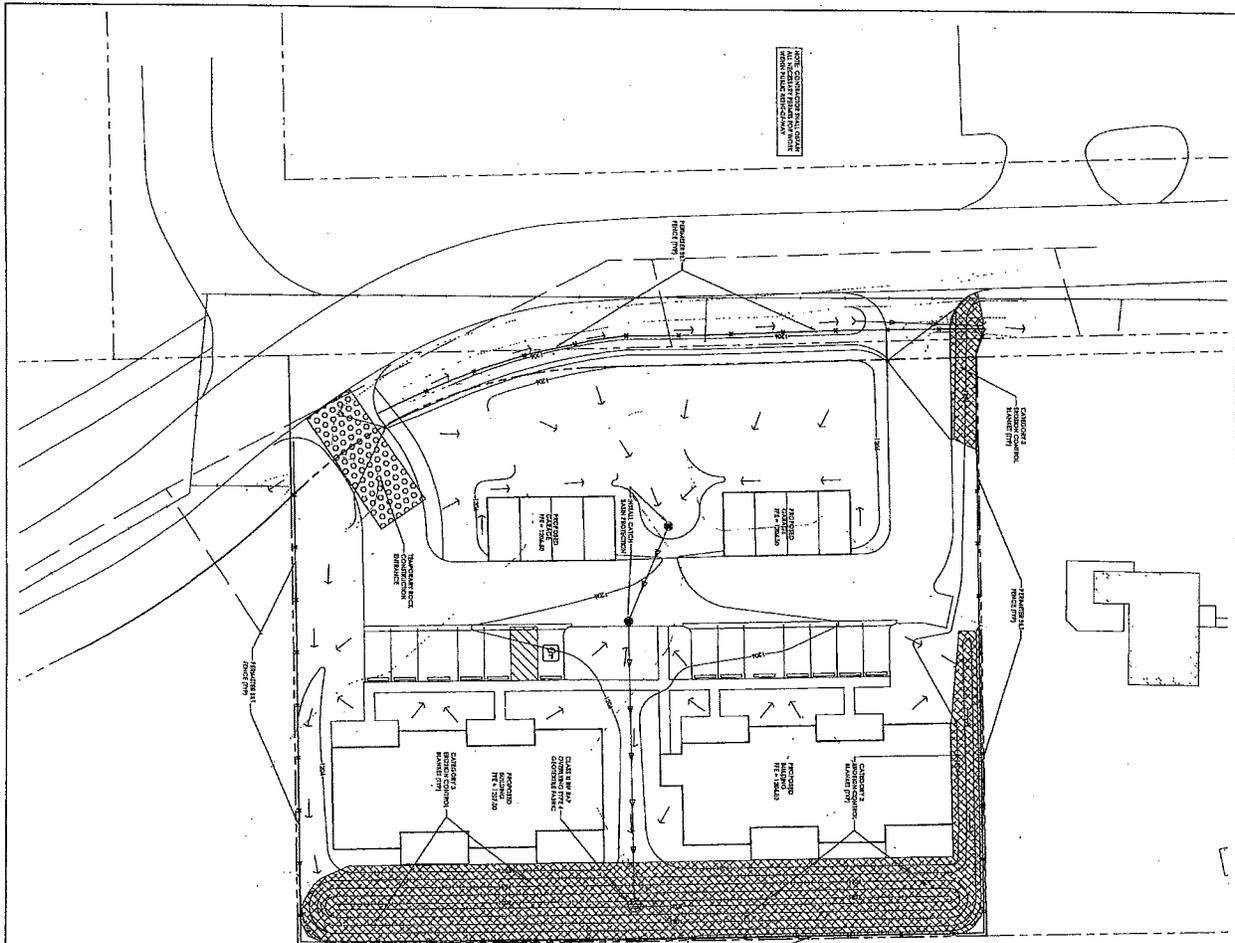
**INTEGRATION BASIN NOTES:**

1. CONSTRUCTION OF INTEGRATION BASIN SHALL BE TO FINISH GRADE UNLESS OTHERWISE NOTED.
2. ALL GRADING SHALL BE TO FINISH GRADE UNLESS OTHERWISE NOTED.
3. ALL GRADING SHALL BE TO FINISH GRADE UNLESS OTHERWISE NOTED.
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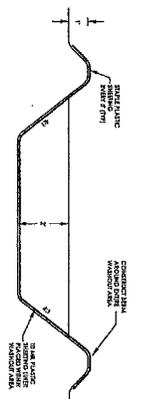


<p>160296Grading.dwg</p> <p>VAUGHAN TOWNHOMES</p> <p>BAXTER, MINNESOTA</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>04/27/2014</td> <td>REVISIONS PER 04/23/2014 CITY COMMENT</td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1	04/27/2014	REVISIONS PER 04/23/2014 CITY COMMENT	2			3			4			<p><b>SCHULTZ ENGINEERING &amp; SITE DESIGN</b></p> <p>18 South Riverside Avenue                  Suite 200                  St. Paul, MN 55107</p> <p>Ph: (651) 838-0088                  Fax: (651) 833-1800                  info@szengr.com</p> <p>www.schultzengineeringdesign.com</p>	<p>I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Engineer under the laws of the State of Minnesota.</p> <p>Mark J. Schultz, PE                  Date: 04/20/2016 License No.: 43129</p>
		NO.	DATE	DESCRIPTION														
1	04/27/2014	REVISIONS PER 04/23/2014 CITY COMMENT																
2																		
3																		
4																		
<p>PROJECT: VAUGHAN TOWNHOMES</p> <p>SCALE: 1"=20'</p> <p>DATE: 04/20/2016</p> <p>3 OF 6</p>																		

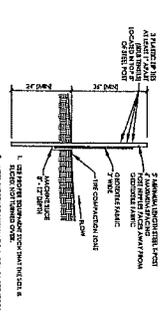




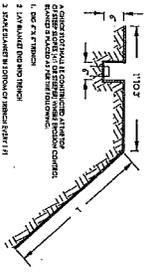
1. THE ROCK CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED PER THE FOLLOWING:
2. THE ENTRANCE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.
3. THE ENTRANCE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.
4. THE ENTRANCE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.



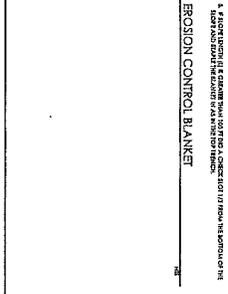
1. CONCRETE WASHOUT SHALL BE CONSTRUCTED PER THE FOLLOWING:
2. THE WASHOUT SHALL BE CONSTRUCTED WITH A MINIMUM OF 4" THICK CONCRETE.
3. THE WASHOUT SHALL BE CONSTRUCTED WITH A MINIMUM OF 4" THICK CONCRETE.
4. THE WASHOUT SHALL BE CONSTRUCTED WITH A MINIMUM OF 4" THICK CONCRETE.



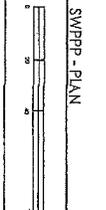
1. THE SILT FENCE SHALL BE CONSTRUCTED PER THE FOLLOWING:
2. THE SILT FENCE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.
3. THE SILT FENCE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.
4. THE SILT FENCE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.



1. THE ROSION CONTROL BLANKET SHALL BE CONSTRUCTED PER THE FOLLOWING:
2. THE BLANKET SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.
3. THE BLANKET SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.
4. THE BLANKET SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.



1. THE RIP RAP SHALL BE CONSTRUCTED PER THE FOLLOWING:
2. THE RIP RAP SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.
3. THE RIP RAP SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.
4. THE RIP RAP SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIA. ROCKS.



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**VAUGHAN TOWNHOMES**

BAXTER, MINNESOTA

REVISIONS		
NO.	DATE	DESCRIPTION
1	04/27/2014	REVISIONS PER 04/23/2014 CITY COMMENT
2		
3		
4		

**SCHULTZ ENGINEERING & SITE DESIGN**

18 South Riverside Avenue  
Suite 200  
Bettleville, MN 56227

PH: (225) 339-0669  
Fax: (850) 633-1180  
www.schultzengineeringdesign.com

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

Walter J. Schultz, P.E.  
Date: 04/01/2016  
License No.: 43129

PROJECT: VAUGHAN TOWNHOMES  
SCALE: 1" = 10'-0"  
SHEET: CS OF 6







July 19, 2016

City of Baxter  
 Attn: Josh Doty  
 13190 Memorywood Dr.  
 P.O. Box 2626  
 Baxter, MN 56425

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

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

**Re: Stormwater Management and Utilities for Retail Partners Baxter, LLC  
 Baxter, MN**

Dear Mr. Doty,

This impetus of letter is to provide the City of Baxter staff documentation regarding the proposed site improvements for the Gander Mountain property located just north of Excelsior Road along Edgewood Drive. The intent is to provide the City with sufficient information to illustrate the overall proposed development will comply with city code. The proposed project is to replat the property to create two additional lots north of Taco Bell that will comprise approximately 3.5 acres of property. Our findings have been summarized as follows:

The property currently consists of nearly 100 percent impervious coverage with the existing parking lot the Gander Mountain store. The property is going to be replatted and the proposed improvements will consist of a full re-development of the two lots that are being created. Utility connections will be derived from an internal watermain and a single cut in Edgewood Drive for sanitary sewer.

Stormwater management requires the proposed redevelopment to retain runoff from the 100-year 24-hour storm event on site. As the property currently exists, the majority of the bituminous pavement on the east side of the current Gander Mountain building drain to the city stormwater system without water quality treatment. The entire area being platted in to two separate lots drains to the city system with no treatment. As part of this proposed development, an extended detention basin will be constructed on the west side of the current Gander Mountain property and drainage from the Gander Mountain building will be directed to this basin as a tradeoff for the water quality treatment needed for the two lots being created.

The soils in the vicinity of proposed improvements have been mapped as Barber-Urban Land Complex, which exhibit characteristics of hydrologic group "A" soils. The site is approximately 3.5 acres in size and the impervious coverage complies with the city requirements. The composite runoff curve number is 89. Atlas 14 rainfall frequency data was utilized for determining the 100-year 24-hour runoff volume needed. The 100-year 24-hour storm event is 6.27", which will produce approximately 73,600 cubic feet of runoff. The runoff is detained on the Gander Mountain property and released slowly to control the peak discharge rate leaving the subject property.



The plans are preliminary at this point, as slight modifications may be considered after the public hearing and meeting with the owners. We are available for presenting this information at the next available utility commission meeting if necessary.

Please don't hesitate to call with any questions or concerns regarding this letter or any information included herein.

Sincerely,

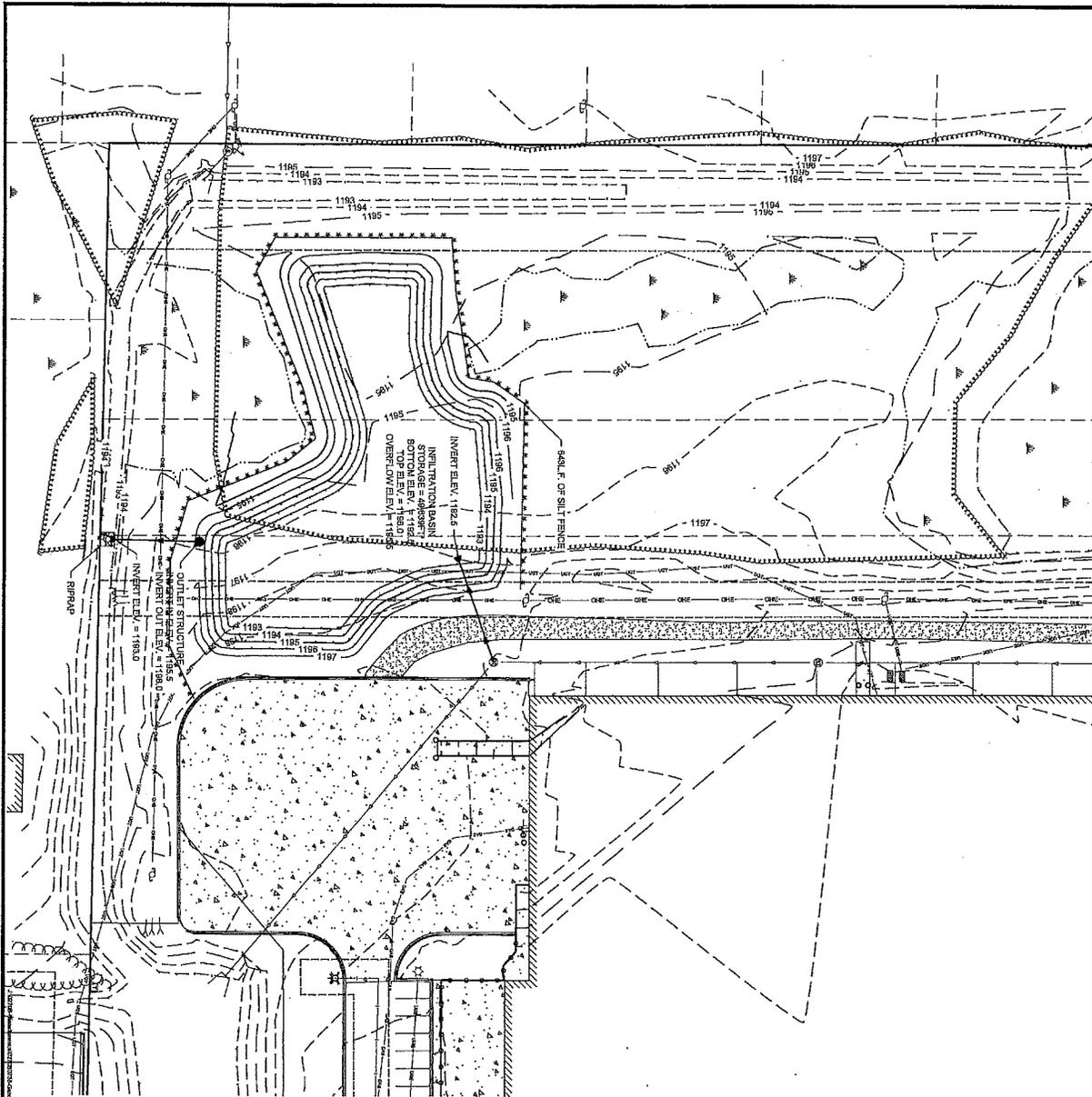
WIDSETH SMITH NOLTING

A handwritten signature in cursive script that reads "Timothy T. Ramerth".

Timothy T. Ramerth, PE

Encl.

cc: Charlie Vaughn, Cherry and Associates  
Mark Banks, Retail Partners Development, LLC  
Jay Moore, Oppidan



STORMWATER BASIN STORAGE			
CONTOUR ELEVATION (FT)	CONTOUR AREA (FT <sup>2</sup> )	INCREMENTAL STORAGE (FT <sup>3</sup> )	TOTAL STORAGE (FT <sup>3</sup> )
1192.50	12,738	6,674	6,674
1193.00	13,967	15,225	21,899
1194.00	18,483	17,822	39,720
1195.00	19,150	9,918	49,639

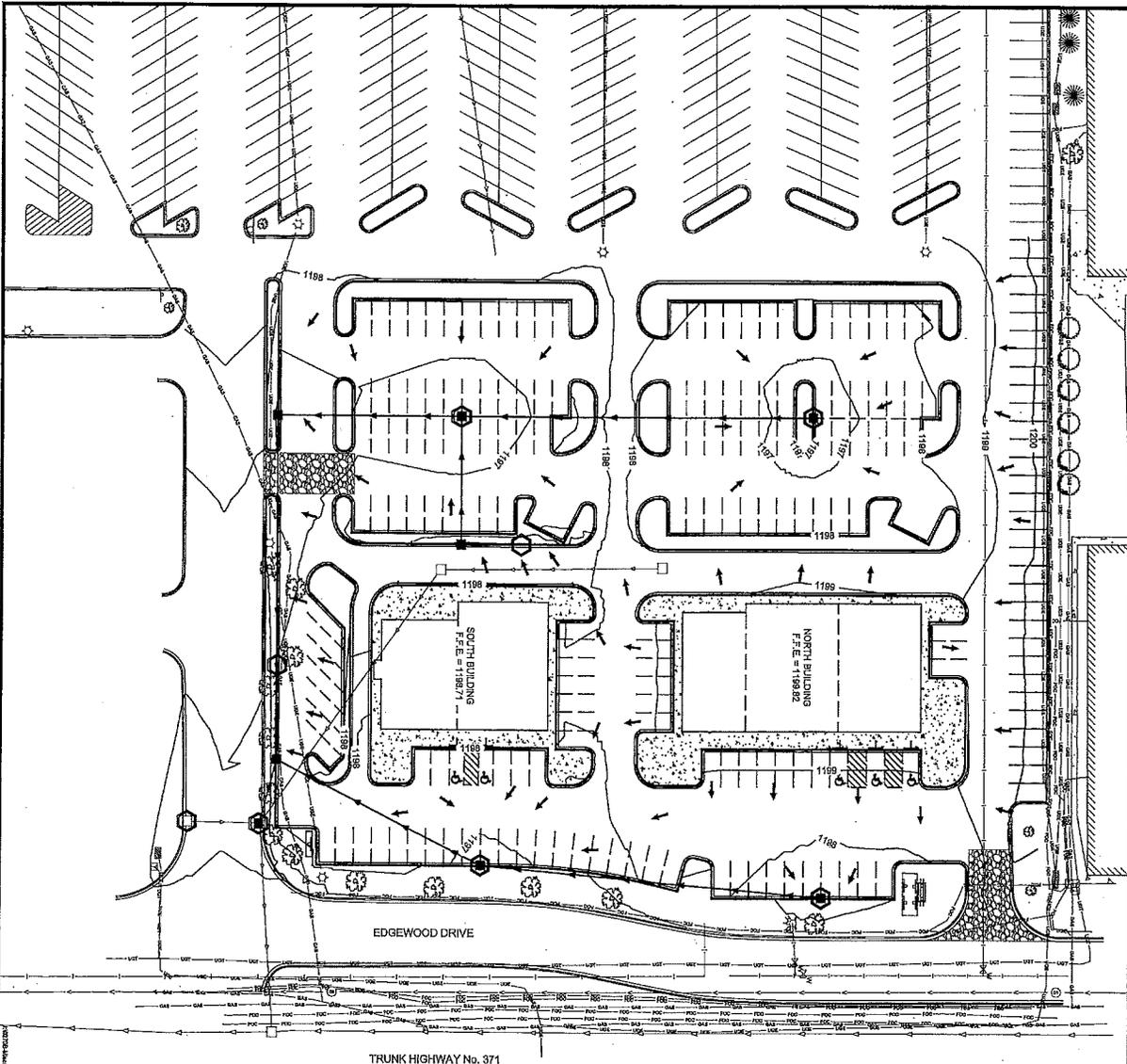
- GENERAL GRADING NOTES:**
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL REGULATIONS INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
  - HOURS OF WORK SHALL BE CONFINED WITHIN THE CITY PRIOR TO BEGINNING WORK.
  - SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVED SURFACE ELEVATIONS BACK OF CURB ELEVATIONS AND FINISHED SURFACE GRADE, UNLESS OTHERWISE NOTED.
  - ALL STREETS UTILIZED FOR PROJECT CONSTRUCTION MUST BE CLEARED AT THE END OF CONSTRUCTION TO ORIGINAL GRADE AND FINISHED SURFACE GRADE. STREET SWEEPING MAY BE NECESSARY AND WILL BE CONSIDERED INCIDENTAL.
  - ALL EXPOSED SOILS MUST BE STABILIZED WITHIN 14 CALENDAR DAYS OF EACH GRADE COMPLETION OR AFTER CONSTRUCTION TERMINATES. ALL STORMWATER SHALL HAVE ABSOLUTE SEDIMENT TRAPPING SYSTEMS INSTALLED AROUND THEM.
  - ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE NOTED ON THE PLANS.
  - INLET PROTECTION SHALL BE INSTALLED AT ALL STORM SEWER INLETS WHICH HAVE A POTENTIAL TO RECEIVE RUNOFF FROM THE CONSTRUCTION SITE.
  - ALL UNPAVED AREAS THAT ARE DISTURBED SHALL BE RESTORED WITH 4 INCHES OF TOPSOIL.
  - POSITIVE DRAINAGE FROM THE SITE SHALL BE PROVIDED AT ALL TIMES.

- GENERAL NOTES:**
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN IN THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO COMMENCING CONSTRUCTION. THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES NOTED IN THE FIELD.
  - REFER TO THE PLAT FOR LOT LINE BEARINGS, DIMENSIONS, AND AREAS.
  - REFER TO THE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF RAMPS AND EXITS.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL. TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
  - THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS/PERMITS FOR ALL WORK LOCATED OUTSIDE THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LINES.
  - THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.

**PRELIMINARY**

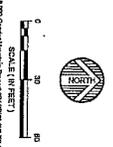
GANDER MOUNTAIN PROPERTY RETAIL PARTNERS DEVELOPMENT, LLC BAXTER, MN GRADING PLAN - BASIN	DATE: JULY 2011 SCALE: AS SHOWN DRAWN BY: [REDACTED] CHECKED BY: [REDACTED]	DATE: [REDACTED] REV: [REDACTED] REVISION DESCRIPTION: [REDACTED]	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
	JOB NUMBER: 027/060/730,000	PROJECT CHAIRMAN: [REDACTED]	DATE: [REDACTED]

**WIDSETH SMITH NOLTING**  
 Engineering | Architecture | Surveying | Environment



- GENERAL NOTES:**
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN IN THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO COMMENCING CONSTRUCTION. THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES NOTED IN THE FIELD.
  - REFER TO THE PLAN FOR LOT LINE BEARINGS, DIMENSIONS, AND AREAS.
  - REFER TO THE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF RAVERS AND EXITS.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES MANUAL TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
  - THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSEMENTS FOR ALL WORK LOCATED OUTSIDE THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.
  - THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.

- GENERAL EROSION CONTROL NOTES:**
- ALL CONSTRUCTION SHALL COMPLY TO LOCAL, STATE, AND FEDERAL REGULATIONS REQUIRING MINIMUM POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) PERMIT REQUIREMENTS.
  - ALL SILT FENCES AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY EXCAVATION OR EROSION CONTROL MEASURES. SILT FENCES AND SEDIMENT CONTROL DEVICES SHALL BE INCIDENTIAL TO THE GRADING CONTRACT.
  - ALL STREETS UTILIZED FOR PROJECT CONSTRUCTION MUST BE CLEARED AT THE END OF EACH DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO THE DETAILS TO REDUCE TRACKING OF SEDIMENT ONTO PUBLIC STREETS. STREET SWEEPING MAY BE NECESSARY AND WILL BE CONSIDERED INCIDENTAL.
  - ALL EXPOSED SOILS MUST BE STABILIZED WITHIN 14 CALENDAR DAYS OF ROUGH GRADE COMPLETION OR AFTER CONSTRUCTION TERMINATES. ALL STOCKPILES SHALL HAVE ADEQUATE SEDIMENT TRAPPING SYSTEMS INSTALLED AROUND THEM.
  - ALL AREAS TO BE ESTABLISHED TO GRASS COVER SHALL RECEIVE 4" OF TOPSOIL AND SOO OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
  - INLET PROTECTION SHALL BE INSTALLED AT ALL STORM SEWER INLETS WHICH HAVE A POTENTIAL TO RECEIVE RUNOFF FROM THE CONSTRUCTION SITE.



**PRELIMINARY**

GANDER MOUNTAIN PROPERTY  
 RETAIL PARTNERS DEVELOPMENT, LLC  
 BAXTER, MN

EROSION CONTROL PLAN

DATE	REVISION DESCRIPTION	BY
JULY 2014		
AS SHOWN		
DATE	REVISION DESCRIPTION	BY

DATE: JULY 2014  
 SCALE: AS SHOWN  
 DRAWN BY: PRW/RS  
 CHECKED BY: TJE  
 JOB NUMBER: 027080738.000

WIDSETH SMITH NOLTING  
 Engineering | Architecture | Surveying | Environment

THESEY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY US OR UNDER OUR CLOSE PERSONAL SUPERVISION AND THAT WE ARE A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

TRACY L. KAGERT DATE: 07/16/14 L&N NO. 6186





APPLICATION FOR PAYMENT NO. 2

CONTRACTOR FOR: 2016 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676  
 CITY NO. 4113  
 OWNER CITY OF BAXTER, MN  
 CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

AGREEMENT DATE: 6/7/2016

FOR WORK ACCOMPLISHED THROUGH: 7/16/2016

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
<b>FULL DEPTH RECLAMATION</b>									
1	MOBILIZATION	LUMP SUM	\$49,606.60	1.00	\$49,606.60	0.25	\$12,401.65	0.75	\$37,204.95
2	TRAFFIC CONTROL	LUMP SUM	\$4,500.00	1.00	\$4,500.00	0.25	\$1,125.00	0.40	\$1,800.00
3	TEMPORARY MAIL BOX BANK SYSTEM	LUMP SUM	\$275.00	1.00	\$275.00		\$0.00	0.00	\$0.00
4	SALVAGE & INSTALL SWING AWAY MAIL BOX	EACH	\$140.00	3.00	\$420.00		\$0.00	0.00	\$0.00
5	SALVAGE MAIL BOX	EACH	\$22.00	30.00	\$660.00	30.00	\$660.00	30.00	\$660.00
6	SWING AWAY MAIL BOX SUPPORT	EACH	\$110.00	30.00	\$3,300.00		\$0.00	0.00	\$0.00
7	CLEARING	ACRE	\$4,150.00	0.08	\$332.00	0.01	\$41.50	0.09	\$373.50
8	CLEARING	TREE	\$165.00	21.00	\$3,465.00	8.00	\$1,320.00	22.00	\$3,630.00
9	GRUBBING	ACRE	\$4,150.00	0.08	\$332.00	0.01	\$41.50	0.09	\$373.50
10	GRUBBING	TREE	\$165.00	27.00	\$4,455.00	8.00	\$1,320.00	22.00	\$3,630.00
11	CLEAN EXISTING STORM POND (BAXTER ELEMENTARY)	LUMP SUM	\$850.00	1.00	\$850.00		\$0.00	1.00	\$850.00
12	CLEAN EXISTING STORM SEWER SYSTEM (BAXTER ELEMENTARY)	LUMP SUM	\$3,500.00	1.00	\$3,500.00		\$0.00	1.00	\$3,500.00
13	CLEAN EXISTING CULVERT AND APRON ENDS	LUMP SUM	\$1,100.00	4.00	\$4,400.00		\$0.00	2.00	\$2,200.00
14	REMOVE PIPE CULVERTS	LIN FT	\$13.25	50.00	\$662.50		\$0.00	0.00	\$0.00
15	REMOVE CURB AND GUTTER	LIN FT	\$6.00	840.00	\$5,040.00		\$0.00	840.00	\$5,040.00
16	REMOVE CONCRETE MEDIAN	SQ FT	\$8.25	1,260.00	\$10,395.00		\$0.00	1,050.00	\$8,662.50
17	REMOVE CONCRETE WALK	SQ FT	\$5.25	108.00	\$567.00		\$0.00	0.00	\$0.00
18	REMOVE & REPLACE CONCRETE CURB AND GUTTER	LIN FT	\$28.75	30.00	\$862.50		\$0.00	0.00	\$0.00
19	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$5.25	100.00	\$525.00		\$0.00	80.00	\$420.00
20	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$2.75	2,400.00	\$6,600.00	1,094.00	\$3,008.50	2,160.00	\$5,940.00
21	SAWING BITUMINOUS PAVEMENT	LIN FT	\$1.65	1,400.00	\$2,310.00	597.00	\$985.05	597.00	\$985.05
22	SAWING CONCRETE PAVEMENT	LIN FT	\$5.50	80.00	\$440.00	45.00	\$247.50	45.00	\$247.50
23	SALVAGE 911 SIGN	EACH	\$11.00	32.00	\$352.00	32.00	\$352.00	32.00	\$352.00
24	SALVAGE SIGN PANEL TYPE C	EACH	\$28.00	50.00	\$1,400.00	24.00	\$672.00	66.00	\$1,848.00
25	SALVAGE & INSTALL PERMANENT BARRICADES	EACH	\$195.00	2.00	\$390.00	1.00	\$195.00	1.00	\$195.00
26	SALVAGE & INSTALL PIPE APRON	EACH	\$530.00	1.00	\$530.00		\$0.00	0.00	\$0.00
27	SALVAGE & INSTALL LANDSCAPING (SUPER AMERICA)	LUMP SUM	\$2,500.00	1.00	\$2,500.00		\$0.00	0.50	\$1,250.00
28	SALVAGE & INSTALL LANDSCAPING (5418 FAIRVIEW RD)	LUMP SUM	\$1,000.00	1.00	\$1,000.00		\$0.00	0.00	\$0.00
29	SALVAGE & INSTALL CHAIN LINK FENCE (ELEMENTARY SCHOOL POND)	LIN FT	\$5.00	40.00	\$200.00		\$0.00	20.00	\$100.00
30	SALVAGE & INSTALL WOOD SPLIT RAIL FENCE (LAKEWOOD CHURCH)	LIN FT	\$10.00	50.00	\$500.00		\$0.00	0.00	\$0.00
31	REMOVE WOOD RAIL FENCE (6072 FAIRVIEW RD)	LIN FT	\$5.00	30.00	\$150.00	30.00	\$150.00	30.00	\$150.00
32	CONIFEROUS TREE (COLORADO BLUE SPRUCE, 6 FT)	TREE	\$775.00	1.00	\$775.00		\$0.00	0.00	\$0.00
33	DECIDUOUS TREE (RIVER BIRCH, 2-INCH, B&B)	TREE	\$775.00	1.00	\$775.00		\$0.00	0.00	\$0.00
34	ORNAMENTAL TREE (CRAB APPLE, 1.5-INCH, CONTAINER)	TREE	\$775.00	1.00	\$775.00		\$0.00	0.00	\$0.00
35	DECIDUOUS SHRUB (COMMON LILAC, CONTAINER)	SHRUB	\$105.00	1.00	\$105.00		\$0.00	0.00	\$0.00
36	TRANSPLANT TREE (TREE SPADE)	TREE	\$1,650.00	3.00	\$4,950.00		\$0.00	0.00	\$0.00
37	TRANSPLANT SHRUB	SHRUB	\$105.00	5.00	\$525.00	0.50	\$52.50	1.50	\$157.50
38	COMMON EXCAVATION	CU YD	\$13.05	3,504.00	\$45,727.20		\$0.00	0.00	\$0.00
39	SUBGRADE EXCAVATION	CU YD	\$13.75	1,300.00	\$17,875.00	298.20	\$4,100.25	298.20	\$4,100.25
40	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$200.00	79.00	\$15,800.00	79.00	\$15,800.00	79.00	\$15,800.00
41	STREET SWEEPER (WITH PICKUP BROOM)	hour	\$125.00	20.00	\$2,500.00		\$0.00	2.00	\$250.00
42	WATER	MGAL	\$43.50	500.00	\$21,750.00	300.00	\$13,050.00	316.00	\$13,746.00
43	AGGREGATE BASE, CL 5 (CV)	CU YD	\$22.65	465.00	\$10,532.25	500.00	\$11,325.00	500.00	\$11,325.00
44	AGGREGATE SURFACING, CL1 (CV)	CU YD	\$38.00	212.00	\$8,056.00		\$0.00	0.00	\$0.00

APPLICATION FOR PAYMENT NO. 2

CONTRACTOR FOR: 2016 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676  
CITY NO. 4113  
OWNER CITY OF BAXTER, MN  
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

AGREEMENT DATE: 6/7/2016  
FOR WORK ACCOMPLISHED THROUGH: 7/16/2016

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
45	AGGREGATE DRIVEWAY RESTORATION, CLASS 5	SQ YD	\$10.00	55.00	\$550.00		\$0.00	0.00	\$0.00
46	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	\$1.00	22,633.00	\$22,633.00	12,500.00	\$12,500.00	22,633.00	\$22,633.00
47	MILL BITUMINOUS SURFACE 1.5"	SQ YD	\$7.50	990.00	\$7,425.00		\$0.00	0.00	\$0.00
48	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$46.00	2,963.00	\$136,298.00		\$0.00	0.00	\$0.00
49	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	\$47.00	3,788.00	\$178,036.00	1,963.00	\$92,261.00	1,963.00	\$92,261.00
50	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) - TRAIL	TON	\$70.00	40.00	\$2,800.00		\$0.00	0.00	\$0.00
51	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.00	1,630.00	\$3,260.00		\$0.00	0.00	\$0.00
52	RESIDENTIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$29.00	1,090.00	\$31,610.00		\$0.00	0.00	\$0.00
53	COMMERCIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$24.00	687.00	\$16,488.00		\$0.00	0.00	\$0.00
54	ADJUST SANITARY SEWER CLEAN-OUT (NEW CASTING)	EACH	\$225.00	48.00	\$10,800.00		\$0.00	0.00	\$0.00
55	ADJUST CURB BOX	EACH	\$150.00	40.00	\$6,000.00		\$0.00	0.00	\$0.00
56	ADJUST VALVE BOX	EACH	\$250.00	27.00	\$6,750.00		\$0.00	0.00	\$0.00
57	INSULATION	SQ YD	\$46.00	700.00	\$32,200.00	536.70	\$24,688.20	543.70	\$25,010.20
58	CONCRETE WALK, 4"	SQ FT	\$8.25	120.00	\$990.00		\$0.00	0.00	\$0.00
59	CONCRETE WALK, 6"	SQ FT	\$8.00	700.00	\$5,600.00		\$0.00	0.00	\$0.00
60	CONCRETE CURB & GUTTER, DESIGN B612	LIN FT	\$17.75	512.00	\$9,088.00	479.00	\$8,502.25	479.00	\$8,502.25
61	24" RIBBON CURB	LIN FT	\$16.50	147.00	\$2,425.50	101.00	\$1,666.50	101.00	\$1,666.50
62	CONCRETE VALLEY GUTTER	LIN FT	\$47.00	80.00	\$3,760.00	100.00	\$4,700.00	100.00	\$4,700.00
63	6" CONCRETE DRIVEWAY PAVEMENT RESTORATION	SQ YD	\$73.00	65.00	\$4,745.00		\$0.00	0.00	\$0.00
64	PEDESTRIAN RAMP W/ TRUNCATED DOMES	EACH	\$800.00	4.00	\$3,200.00		\$0.00	0.00	\$0.00
65	ADJUST FRAME & RING CASTING (SANITARY)	EACH	\$500.00	28.00	\$14,000.00		\$0.00	0.00	\$0.00
66	SIGN PANELS TYPE C	SQ FT	\$25.00	105.00	\$2,625.00		\$0.00	0.00	\$0.00
67	INSTALL 911 SIGN	EACH	\$22.00	38.00	\$836.00		\$0.00	0.00	\$0.00
68	INSTALL SIGN PANEL TYPE C	EACH	\$133.00	68.00	\$9,044.00		\$0.00	0.00	\$0.00
69	OBJECT MARKER/DELINEATOR	EACH	\$140.00	1.00	\$140.00		\$0.00	0.00	\$0.00
70	SILT FENCE, TYPE MS	LIN FT	\$2.75	730.00	\$2,007.50		\$0.00	733.00	\$2,015.75
71	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$5.00	1,750.00	\$8,750.00	1,275.00	\$6,375.00	2,005.00	\$10,025.00
72	ROCK CONSTRUCTION EXIT	EACH	\$550.00	6.00	\$3,300.00		\$0.00	0.00	\$0.00
73	TOPSOIL BORROW	CU YD	\$31.50	800.00	\$25,200.00		\$0.00	0.00	\$0.00
74	TURF ESTABLISHMENT (INCLUDES SEEDING, SEED MIX, FERTILIZER, AND HYDRAULIC MATRIX TYPE FRM)	SQ YD	\$2.75	21,000.00	\$57,750.00		\$0.00	0.00	\$0.00
75	TEMPORARY SEEDING (INCLUDES SEEDING, SEED MIX, AND MULCH)	SQ YD	\$0.40	15,000.00	\$6,000.00		\$0.00	0.00	\$0.00
76	PAVEMENT MESSAGE PAINT - LT ARROW	SQ FT	\$5.00	15.00	\$75.00		\$0.00	0.00	\$0.00
77	PAVEMENT MESSAGE PAINT - RT ARROW	SQ FT	\$5.00	15.00	\$75.00		\$0.00	0.00	\$0.00
78	PAVEMENT MESSAGE WHITE - BIKE SYMBOL - POLY PREFORM (GROUND IN)	SQ FT	\$75.00	35.00	\$2,625.00		\$0.00	0.00	\$0.00
79	8" SOLID WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	1,000.00	\$8,250.00		\$0.00	0.00	\$0.00
80	8" DOTTED WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	76.00	\$627.00		\$0.00	0.00	\$0.00
81	4" SOLID WHITE LINE, PAINT	LIN FT	\$0.10	295.00	\$29.50		\$0.00	0.00	\$0.00
82	8" SOLID WHITE LINE, PAINT	LIN FT	\$0.15	14,148.00	\$2,122.20		\$0.00	0.00	\$0.00
83	12" SOLID WHITE LINE, PAINT	LIN FT	\$2.75	143.00	\$393.25		\$0.00	0.00	\$0.00
84	12" SOLID YELLOW LINE, PAINT	LIN FT	\$3.00	63.00	\$189.00		\$0.00	0.00	\$0.00
85	STOP BAR, 24" WHITE PAINT	LIN FT	\$3.30	290.00	\$957.00		\$0.00	0.00	\$0.00
86	4" BROKEN YELLOW LINE, PAINT	LIN FT	\$0.10	860.00	\$86.00		\$0.00	0.00	\$0.00

OWNER  
CONTRACTOR  
SEH

APPLICATION FOR PAYMENT NO. 2

CONTRACTOR FOR: 2016 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676  
CITY NO. 4113  
OWNER CITY OF BAXTER, MN  
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

AGREEMENT DATE: 6/7/2016

FOR WORK ACCOMPLISHED THROUGH: 7/16/2016

			CONTRACT			THIS PAYMENT		WORK TO DATE	
87	4" DOUBLE SOLID YELLOW LINE, PAINT	LIN FT	\$0.20	3,575.00	\$715.00		\$0.00	0.00	\$0.00
88	COMMON EXCAVATION (SUPER AMERICA POND)	CU YD	\$10.00	892.00	\$8,920.00		\$0.00	892.00	\$8,920.00
89	EXCAVATE AND DISPOSE OF CONTAMINATED MATERIAL	CU YD	\$50.00	350.00	\$17,500.00		\$0.00	0.00	\$0.00
90	REMOVE CHAIN LINK FENCE	LIN FT	\$5.00	30.00	\$150.00		\$0.00	0.00	\$0.00
91	REPAIR CHAIN LINK FENCE	LIN FT	\$10.00	100.00	\$1,000.00		\$0.00	0.00	\$0.00
92	60" CHAIN LINK FENCE	LIN FT	\$14.00	220.00	\$3,080.00		\$0.00	0.00	\$0.00
93	60" CHAIN LINK VEHICULAR GATE	EACH	\$825.00	1.00	\$825.00		\$0.00	0.00	\$0.00
94	RANDOM RIPRAP, CLASS III	CU YD	\$65.00	31.00	\$2,015.00	22.00	\$1,430.00	22.00	\$1,430.00
95	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	\$1,350.00	1.00	\$1,350.00	1.00	\$1,350.00	1.00	\$1,350.00
96	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-2024	EACH	\$1,700.00	1.00	\$1,700.00		\$0.00	1.00	\$1,700.00
97	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	\$3,500.00	2.00	\$7,000.00	1.00	\$3,500.00	2.00	\$7,000.00
98	12" CM PIPE CULVERT	LIN FT	\$27.00	96.00	\$2,592.00	96.00	\$2,592.00	96.00	\$2,592.00
99	15" RCP PIPE SEWER DESIGN 3006, CL V	LIN FT	\$53.00	50.00	\$2,650.00	48.00	\$2,544.00	48.00	\$2,544.00
100	18" RC PIPE SEWER DES 3006, CL V	LIN FT	\$51.00	443.00	\$22,593.00	16.00	\$816.00	450.00	\$22,950.00
101	12" CS PIPE APRON	EACH	\$145.00	4.00	\$580.00	4.00	\$580.00	4.00	\$580.00
102	15" RCP APRON W/TRASH GUARD	EACH	\$1,100.00	1.00	\$1,100.00	1.00	\$1,100.00	1.00	\$1,100.00
103	18" RCP APRON W/TRASH GUARD	EACH	\$1,450.00	1.00	\$1,450.00		\$0.00	1.00	\$1,450.00
TOTAL ITEMS BID					\$945,625.00		\$231,452.40		\$343,220.45
CHANGE ORDER TOTAL									
					\$945,625.00		\$231,452.40		\$343,220.45

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. In accordance with Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

Gross Amount Due \$343,220.45  
Less Retainage (5%) \$17,161.02  
Amount Eligible to Date \$326,059.43  
Less Previous Payments \$106,179.65  
**Amount Due This Application \$219,879.78**

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

BY: 

DATE: 7/20/16

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

BY: 

DATE: 07/20/16

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

BY: Kelly Steele, Asst. City Administrator/Clerk

DATE:

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

BY: Darrel Olson, Mayor

DATE:

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

BY:

DATE:

## AGREEMENT

This Agreement, made and entered into this 27 day of July, 2016, by and between the City of Baxter, party of the first part, hereinafter referred to as the "City", and Joanne C. Wotczak, party of the second part, hereinafter referred to as "Wotczak".

WITNESSETH,

WHEREAS, Wotczak owns Lot 2 of Sear's White Sand Shores addition to Baxter; and

WHEREAS, the City would like to acquire a temporary easement as set forth in the Easement Deed attached hereto as Exhibit A; and

WHEREAS, the City would like to obtain an easement across the Wotczak parcel and terminate those easement rights.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Wotczak shall execute and deliver the Easement Deed attached hereto to the City.
2. The City will remove the existing bituminous driveway entrance located along the north property line and the landscape rock located along the south side of the driveway to the garage.
3. The City will construct a swale and berm north of the existing driveway to hold stormwater runoff and snow melt from the Maplewood Drive. The swale and berm will be constructed to direct overflows over the driveway to the low area located south east of the garage.
4. The existing swale and overflow located in the right-of-way south of the driveway entrance will remain as is and will not be improved.
5. The City will construct a swale along the south side of the garage to convey stormwater and snow melt overflows from the low area located south east of the garage towards the west end of the lot where it will flow over the existing ground towards White Sand Lake.
6. The City will restore all disturbed areas with 4" of topsoil and seed. Maintenance of the turf will become the responsibility of Wotczak after the work is complete.
7. The work on private property is directly related to the City street project and is necessary for storage, treatment and overflow conveyance of the stormwater and snow melt runoff from Maplewood Drive.

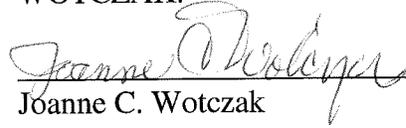
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written.

CITY OF BAXTER:

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Clerk /  
Assistant City Administrator

WOTCZAK:

  
\_\_\_\_\_  
Joanne C. Wotczak

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED**

**Individual(s) to Business Entity**

eCRV number: **Exempt**

DEED TAX DUE: **\$Exempt**

DATE: July 27, 2016

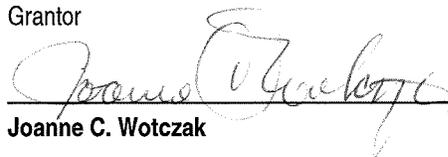
FOR VALUABLE CONSIDERATION, **Joanne C. Wotczak**, ("**Grantor**"), hereby conveys and quitclaims to **City of Baxter, a municipal corporation** under the laws of **Minnesota** ("**Grantee**"), real property in **Crow Wing** County, Minnesota, legally described as follows:

**A temporary easement for construction purposes lying over, under and across Lot 2 of SEAR'S WHITE SAND SHORES, according to the recorded plat on file in the Crow Wing County, Minnesota, Recorder's Office. Said temporary easement shall terminate upon completion of the Municipal Improvement 4416 project or June 1, 2017, whichever is sooner.**

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

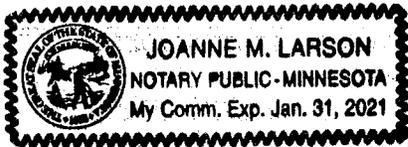
Grantor

  
\_\_\_\_\_  
**Joanne C. Wotczak**

State of Minnesota, County of **Crow Wing**

This instrument was acknowledged before me on July 27, 2016 by **Joanne C. Wotczak, Grantor.**

(Stamp)



Joanne M Larson  
(signature of notarial officer)

Title (and Rank): administrative assistant

My commission expires: January 31, 2021  
(month/day/year)

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

**No change**

**PARTIAL PAYMENT ESTIMATE  
NUMBER 1**

<b>Name of Contractor:</b>	Tri-City Paving, Inc. 13504 Hven Road, PO Box 326 Little Falls, MN 56345	<b>Dates of Estimate:</b>	Start 7/22/16
<b>Name of Owner:</b>	City of Baxter 13190 Memorywood Drive, PO Box 2626 Baxter, MN 56425	<b>From:</b>	
<b>Date of Completion:</b>	<b>Amount of Contract:</b>	<b>To:</b>	
<b>Original:</b> See Agreement	\$806,167.45		
<b>Revised:</b>			

**Description of Project:**  
**2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS**  
**MUNICIPAL PROJECT NUMBER 4416**  
**BAXTER, MN**

ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
2021.501	MOBILIZATION	1	LUMP SUM	\$35,000.00	\$35,000.00	0.4	\$14,000.00	0.4	\$14,000.00
2101.502	CLEARING	5	TREE	\$100.00	\$500.00	2	\$200.00	2	\$200.00
2101.507	GRUBBING	5	TREE	\$100.00	\$500.00	2	\$200.00	2	\$200.00
2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	480	LIN FT	\$3.00	\$1,440.00				
2104.501	REMOVE SEWER PIPE (STORM)	51	LIN FT	\$25.00	\$1,275.00	51	\$1,275.00	51	\$1,275.00
2104.501	REMOVE CURB AND GUTTER	1297	LIN FT	\$4.00	\$5,188.00	1318	\$5,272.00	1318	\$5,272.00
2104.501	REMOVE SANITARY SERVICE PIPE	46	LIN FT	\$25.00	\$1,150.00	20	\$500.00	20	\$500.00
2104.501	REMOVE WATER SERVICE PIPE	46	LIN FT	\$25.00	\$1,150.00	20	\$500.00	20	\$500.00
2104.505	REMOVE CONCRETE PAVEMENT	130	SQ YD	\$10.00	\$1,300.00	151	\$1,510.00	151	\$1,510.00
2104.505	REMOVE BITUMINOUS PAVEMENT	1850	SQ YD	\$1.00	\$1,850.00	1633	\$1,633.00	1633	\$1,633.00
2104.509	REMOVE CASTING	13	EACH	\$200.00	\$2,600.00	14	\$2,800.00	14	\$2,800.00
2104.509	REMOVE CURB STOP AND BOX	2	EACH	\$500.00	\$1,000.00	2	\$1,000.00	2	\$1,000.00
2104.509	REMOVE SANITARY CLEANOUT	2	EACH	\$500.00	\$1,000.00	2	\$1,000.00	2	\$1,000.00
2104.509	REMOVE DRAINAGE STRUCTURE	1	EACH	\$1,000.00	\$1,000.00	1	\$1,000.00	1	\$1,000.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	263	LIN FT	\$3.00	\$789.00	169	\$507.00	169	\$507.00
2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2216	LIN FT	\$1.00	\$2,216.00	1858	\$1,858.00	1858	\$1,858.00
2104.523	SALVAGE SIGN TYPE C	4	EACH	\$30.00	\$120.00	4	\$120.00	4	\$120.00
2104.601	RELOCATE MAILBOXS AND SUPPORT	1	LUMP SUM	\$100.00	\$100.00	1	\$100.00	1	\$100.00
2104.601	RELOCATE BUILDING SIGN	1	LUMP SUM	\$2,000.00	\$2,000.00	0.25	\$500.00	0.25	\$500.00
2104.601	SALVAGE IRRIGATION EQUIPMENT	1	LUMP SUM	\$2,000.00	\$2,000.00				
2105.501	COMMON EXCAVATION	1440	CU YD	\$10.00	\$14,400.00	1180	\$11,800.00	1180	\$11,800.00
2105.604	DITCH EXCAVATION	835	SQ YD	\$3.00	\$2,505.00				
2211.503	AGGREGATE BASE (CV) CLASS 5	280	CU YD	\$20.00	\$5,600.00	229	\$4,580.00	229	\$4,580.00
2112.603	RECLAIMED AGGREGATE BASE PREPARATION	20	ROAD STA	\$100.00	\$2,000.00	20	\$2,000.00	20	\$2,000.00
2123.610	STREET SWEEPER (TYPE WET PICKUP)	23	HOUR	\$50.00	\$1,150.00				
2130.501	WATER	100	MGAL	\$10.00	\$1,000.00	110	\$1,100.00	110	\$1,100.00
2215.501	FULL DEPTH RECLAMATION	9460	SQ YD	\$1.00	\$9,460.00	9460	\$9,460.00	9460	\$9,460.00
2232.501	MILL BITUMINOUS SURFACE (1.5")	62338	SQ YD	\$1.00	\$62,338.00				
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	68	SQ YD	\$10.00	\$680.00				
2302.618	SPOT FULL DEPTH REPAIR	1010	SQ YD	\$10.00	\$10,100.00				
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	7170	TON	\$40.00	\$286,800.00				
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	2615	TON	\$47.00	\$122,905.00	1300	\$61,100.00	1300	\$61,100.00
2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	47	LIN FT	\$50.00	\$2,350.00	47	\$2,350.00	47	\$2,350.00
2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	51	LIN FT	\$50.00	\$2,550.00	51	\$2,550.00	51	\$2,550.00
2503.602	MANHOLE ADJUSTING RINGS	20	EACH	\$50.00	\$1,000.00				
2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	1	EACH	\$1,000.00	\$1,000.00	2	\$2,000.00	2	\$2,000.00
2503.602	CONNECT TO EXISTING WATER SERVICE	2	EACH	\$1,000.00	\$2,000.00	2	\$2,000.00	2	\$2,000.00
2504.601	INSTALL IRRIGATION EQUIPMENT	1	LUMP SUM	\$5,000.00	\$5,000.00				
2504.602	ADJUST VALVE BOX	16	EACH	\$200.00	\$3,200.00	13	\$2,600.00	13	\$2,600.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	7.82	LIN FT	\$300.00	\$2,346.00	5.82	\$1,746.00	5.82	\$1,746.00
2506.516	CASTING ASSEMBLY (700-7)	6	EACH	\$750.00	\$4,500.00				
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	12	EACH	\$500.00	\$6,000.00	12	\$6,000.00	12	\$6,000.00
2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	23	EACH	\$500.00	\$11,500.00	4	\$2,000.00	4	\$2,000.00
2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EACH	\$2,500.00	\$2,500.00	1	\$2,500.00	1	\$2,500.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B612	262	LIN FT	\$20.00	\$5,240.00	266	\$5,320.00	266	\$5,320.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	673	LIN FT	\$25.00	\$16,825.00	575	\$14,375.00	575	\$14,375.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	613	LIN FT	\$25.00	\$15,325.00	199	\$4,975.00	199	\$4,975.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	81	SQ YD	\$80.00	\$6,480.00				
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	32	SQ YD	\$100.00	\$3,200.00	53.2	\$5,320.00	53.2	\$5,320.00
2531.603	CONCRETE GUTTER DESIGN SPECIAL	42	LIN FT	\$100.00	\$4,200.00				
2531.604	8" CONCRETE VALLEY GUTTER	53	SQ YD	\$100.00	\$5,300.00				
2531.618	TRUNCATED DOMES	108	SQ FT	\$50.00	\$5,400.00				
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$12,000.00	\$12,000.00	0.25	\$3,000.00	0.25	\$3,000.00
2564.550	DELINEATOR TYPE X4-13	16	EACH	\$85.00	\$1,360.00				
2564.602	INSTALL SIGN	4	EACH	\$100.00	\$400.00				
2565.602	RIGID PVC LOOP DETECTOR 6"X6"	6	EACH	\$1,000.00	\$6,000.00	2	\$2,000.00	2	\$2,000.00
2571.502	DECIDUOUS TREE 10' HT B&B	5	TREE	\$700.00	\$3,500.00				
2573.530	STORM DRAIN INLET PROTECTION	26	EACH	\$120.00	\$3,120.00	24	\$2,880.00	24	\$2,880.00
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	400	LIN FT	\$5.00	\$2,000.00	410	\$2,050.00	410	\$2,050.00
2573.535	STABILIZED CONSTRUCTION EXIT	2	LUMP SUM	\$1,000.00	\$2,000.00				
2574.525	SCREENED TOPSOIL BORROW (LV)	655	CU YD	\$30.00	\$19,650.00				
2575.505	SODDING TYPE LAWN	937	SQ YD	\$6.00	\$5,622.00				
2575.604	SITE RESTORATION	9414	SQ YD	\$4.50	\$42,363.00				
2582.501	PAVEMENT MESSAGE PAINT	190	SQ FT	\$5.25	\$997.50				
2582.502	4" SOLID LINE PAINT	2495	LIN FT	\$0.45	\$1,122.75				
2582.502	8" SOLID LINE PAINT	204	LIN FT	\$1.50	\$306.00				
2582.502	12" SOLID LINE PAINT	125	LIN FT	\$4.00	\$500.00				
2582.502	4" BROKEN LINE PAINT	3274	LIN FT	\$0.30	\$982.20				
2582.502	4" DOUBLE SOLID LINE PAINT	8270	LIN FT	\$0.60	\$4,962.00				
2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	46	LIN FT	\$50.00	\$2,300.00	20	\$1,000.00	20	\$1,000.00
2611.4D	1-1/2" CURB STOP & BOX	2	EACH	\$1,500.00	\$3,000.00	2	\$3,000.00	2	\$3,000.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	46	LIN FT	\$50.00	\$2,300.00	20	\$1,000.00	20	\$1,000.00
2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	2	EACH	\$500.00	\$1,000.00	2	\$1,000.00	2	\$1,000.00
2621.4H	1' MANHOLE CONCRETE SECTION	1	EACH	\$2,000.00	\$2,000.00	1	\$2,000.00	1	\$2,000.00
-	SCOURSTOP TRANSITION MAT	11	SQ YD	\$150.00	\$1,650.00	4	\$600.00	4	\$600.00
<b>TOTAL:</b>				<b>\$806,167.45</b>		<b>\$196,281.00</b>		<b>\$196,281.00</b>	

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$196,281.00	\$196,281.00
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE)	\$19,628.10	\$19,628.10
PREVIOUS PAYMENTS		\$0.00
AMOUNT DUE	\$176,652.90	\$176,652.90

Estimated Percentage Completed: **24.3%**

**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 : TRI-CITY PAVING, 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: \_\_\_\_\_

**PARTIAL PAY ESTIMATE 1 - ATTACHMENT A**  
**2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS**  
**MUNICIPAL PROJECT NUMBER 4416**  
 Monday, July 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	MILL & OVERLAY							
					CONTRACT		THIS PERIOD		TOTAL TO DATE			
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
	2021.501	MOBILIZATION	LUMP SUM	\$35,000.00								
	2101.502	CLEARING	TREE	\$100.00	0.6	\$21,000.00						
	2101.507	GRUBBING	TREE	\$100.00								
	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00								
	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00								
	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00								
	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00								
	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$25.00								
	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00								
	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00								
	2104.506	REMOVE CASTING	EACH	\$300.00	303	\$303.00						
	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00								
	2104.509	REMOVE SANITARY CLEANOUT	EACH	\$500.00								
	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00								
	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00								
	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	420	\$420.00						
	2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00								
	2104.601	RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00								
	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00								
	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00								
	2105.501	COMMON EXCAVATION	CU YD	\$10.00								
	2105.604	DITCH EXCAVATION	SQ YD	\$3.00	835	\$2,505.00						
	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00								
	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00								
	2123.610	STREET SWEEPER (TYPE WET PICKUP)	hour	\$50.00	10	\$500.00						
	2130.501	WATER	MGAL	\$10.00								
	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$1.00								
	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00	62338	\$62,338.00						
	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00	50	\$500.00						
	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	\$10.00	1010	\$10,100.00						
	2360.501	TYPE SP 1.5 WEARING COURSE MIXTURE (2.B)	TON	\$40.00	7170	\$286,800.00						
	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	TON	\$47.00								
	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00								
	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00								
	2503.602	MANHOLE ADJUSTING RINGS	EACH	\$50.00	20	\$1,000.00						
	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00								
	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00								
	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00								
	2504.602	ADJUST VALVE BOX	EACH	\$200.00	3	\$600.00						
	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00								
	2506.516	CASTING ASSEMBLY (700-7)	EACH	\$750.00	4	\$3,000.00						
	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00	16	\$8,000.00						
	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00								
	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00								
	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00	262	\$5,240.00	266	\$5,320.00	266	\$5,320.00		
	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00								
	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00								
	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00								
	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00	37	\$2,960.00						
	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00								
	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00								
	2531.618	TRUNCATED DOMES	SQ FT	\$50.00	60	\$3,000.00						
	2563.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.6	\$7,200.00						
	2564.550	DELINEATOR TYPE X4-13	EACH	\$85.00	16	\$1,360.00						
	2564.602	INSTALL SIGN	EACH	\$100.00								
	2565.602	RIGID PVC LOOP DETECTOR 6"X6"	EACH	\$1,000.00								
	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	\$700.00								
	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$120.00								
	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00								
	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00								
	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	496	\$14,880.00						
	2575.505	SODDING TYPE LAWN	SQ YD	\$6.00								
	2575.604	SITE RESTORATION	SQ YD	\$4.50	8934	\$40,203.00						
	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	\$5.25								
	2582.502	4" SOLID LINE PAINT	LIN FT	\$0.45								
	2582.502	8" SOLID LINE PAINT	LIN FT	\$1.50								
	2582.502	12" SOLID LINE PAINT	LIN FT	\$4.00	90	\$135.00						
	2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.30								
	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	3154	\$946.20						
	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00	6940	\$4,164.00						
	2611.4D	1-1/2" CURB STOP & BOX	EACH	\$1,500.00								
	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00								
	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00								
	2621.4H	1' MANHOLE CONCRETE SECTION	EACH	\$2,000.00								
	-	SCOURSTOP TRANSITION MAT	SQ YD	\$150.00								
					11	\$1,650.00	4	\$600.00	4	\$600.00		
TOTALS:						\$478,804.20		\$5,920.00		\$5,920.00		
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE):								\$592.00		\$592.00		
PREVIOUS PAYMENTS										\$0.00		
AMOUNT DUE:								\$5,328.00		\$5,328.00		

**PARTIAL PAY ESTIMATE 1 - ATTACHMENT A**  
**2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L**  
**MUNICIPAL PROJECT NUMBER 4416**  
 Monday, July 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	FULL DEPTH RECLAMATION										
					CONTRACT		THIS PERIOD		TOTAL TO DATE						
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT					
2021.501		MOBILIZATION	LUMP SUM	\$35,000.00											
2101.502		CLEARING	TREE	\$100.00	0.25	\$8,750.00	0.25	\$8,750.00	0.25	\$8,750.00					
2101.507		GRUBBING	TREE	\$100.00											
2102.502		PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00											
2104.501		REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00											
2104.501		REMOVE CURB AND GUTTER	LIN FT	\$4.00											
2104.501		REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00											
2104.501		REMOVE WATER SERVICE PIPE	LIN FT	\$25.00											
2104.505		REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00											
2104.505		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00											
2104.509		REMOVE CASTING	EACH	\$200.00	32	\$320.00	53	\$530.00	53	\$530.00					
2104.509		REMOVE CURB STOP AND BOX	EACH	\$500.00	73	\$73.00	113	\$113.00	113	\$113.00					
2104.509		REMOVE SANITARY CLEANOUT	EACH	\$500.00	12	\$2,400.00	12	\$2,400.00	12	\$2,400.00					
2104.509		REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00											
2104.511		SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	250	\$750.00	158	\$474.00	158	\$474.00					
2104.511		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	685	\$685.00	839	\$839.00	839	\$839.00					
2104.523		SALVAGE SIGN TYPE C	EACH	\$30.00											
2104.601		RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00											
2104.601		RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00											
2104.601		SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00											
2105.501		COMMON EXCAVATION	CU YD	\$10.00	920	\$9,200.00	920	\$9,200.00	920	\$9,200.00					
2105.604		DITCH EXCAVATION	SQ YD	\$3.00											
2211.503		AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00											
2112.603		RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	20	\$2,000.00	20	\$2,000.00	20	\$2,000.00					
2123.610		STREET SWEEPER (TYPE WET PICKUP)	HOURL	\$50.00	13	\$650.00									
2130.501		WATER	MGAL	\$10.00	100	\$1,000.00	110	\$1,100.00	110	\$1,100.00					
2215.501		FULL DEPTH RECLAMATION	SQ YD	\$1.00	9460	\$9,460.00	9460	\$9,460.00	9460	\$9,460.00					
2232.501		MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00											
2302.604		BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00	18	\$180.00									
2302.618		SPOT FULL DEPTH REPAIR	SQ YD	\$10.00											
2360.501		TYPE SP 9 5 WEARING COURSE MIXTURE (2.B)	TON	\$40.00											
2360.501		TYPE SP 9 5 WEARING COURSE MIXTURE (2.C)	TON	\$47.00											
2503.541		12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00											
2503.541		15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00											
2503.602		MANHOLE ADJUSTING RINGS	EACH	\$50.00											
2503.602		CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00											
2503.602		CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00											
2504.601		INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00											
2504.602		ADJUST VALVE BOX	EACH	\$200.00											
2506.501		CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	13	\$2,600.00	13	\$2,600.00	13	\$2,600.00					
2506.516		CASTING ASSEMBLY (700-7)	EACH	\$750.00											
2506.602		RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00	12	\$6,000.00	12	\$6,000.00	12	\$6,000.00					
2506.602		ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00	7	\$3,500.00	4	\$2,000.00	4	\$2,000.00					
2506.602		CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00											
2531.501		CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00											
2531.501		CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00	673	\$16,825.00	575	\$14,375.00	575	\$14,375.00					
2531.501		CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	137	\$3,425.00	199	\$4,975.00	199	\$4,975.00					
2531.507		6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00											
2531.507		8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00	32	\$3,200.00	53.2	\$5,320.00	53.2	\$5,320.00					
2531.603		CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00											
2531.604		8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00											
2531.618		TRUNCATED DOMES	SQ FT	\$50.00											
2563.601		TRAFFIC CONTROL	LUMP SUM	\$12,000.00											
2564.550		DELINEATOR TYPE X4-13	EACH	\$85.00	0.25	\$3,000.00	0.25	\$3,000.00	0.25	\$3,000.00					
2564.602		INSTALL SIGN	EACH	\$100.00											
2565.602		RIGID PVC LOOP DETECTOR 6"X6"	EACH	\$1,000.00	6	\$6,000.00	2	\$2,000.00	2	\$2,000.00					
2571.502		DECIDUOUS TREE 10' HT B&B	TREE	\$700.00											
2573.530		STORM DRAIN INLET PROTECTION	EACH	\$120.00											
2573.533		SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00	400	\$2,000.00	410	\$2,050.00	410	\$2,050.00					
2573.535		STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00	2	\$2,000.00									
2574.525		SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	53	\$1,590.00									
2575.505		SODDING TYPE LAWN	SQ YD	\$6.00											
2575.604		SITE RESTORATION	SQ YD	\$4.50	480	\$2,160.00									
2582.501		PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	144	\$756.00									
2582.502		4" SOLID LINE PAINT	LIN FT	\$0.45	920	\$414.00									
2582.502		8" SOLID LINE PAINT	LIN FT	\$1.50											
2582.502		12" SOLID LINE PAINT	LIN FT	\$4.00	125	\$500.00									
2582.502		4" BROKEN LINE PAINT	LIN FT	\$0.30	120	\$36.00									
2582.502		4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	1280	\$768.00									
2611.4A		1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00											
2611.4D		1-1/2" CURB STOP & BOX	EACH	\$1,500.00											
2621.4F		6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00											
2621.4F		6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00											
2621.4H		1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00					
-		SCOURSTOP TRANSITION MAT	SQ YD	\$150.00											
<b>TOTALS:</b>						<b>\$206,342.00</b>		<b>\$145,782.00</b>		<b>\$145,782.00</b>					
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE):								\$14,578.20		\$14,578.20					
PREVIOUS PAYMENTS										\$0.00					
AMOUNT DUE:								\$131,203.80		\$131,203.80					

**PARTIAL PAY ESTIMATE 1 - ATTACHMENT /**  
**2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L**  
**MUNICIPAL PROJECT NUMBER 4416**  
 Monday, July 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TURN LANE IMPROVEMENTS										
					CONTRACT		THIS PERIOD		TOTAL TO DATE						
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT					
2021.501		MOBILIZATION	LUMP SUM	\$35,000.00											
2101.502		CLEARING	TREE	\$100.00	5	\$500.00	2	\$200.00	0.15	\$5.25	2	\$200.00	2	\$200.00	
2101.507		GRUBBING	TREE	\$100.00	5	\$500.00	2	\$200.00	2	\$200.00	2	\$200.00	2	\$200.00	
2102.502		PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00	480	\$1,440.00									
2104.501		REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00	51	\$1,275.00	51	\$1,275.00	51	\$1,275.00	51	\$1,275.00	51	\$1,275.00	
2104.501		REMOVE CURB AND GUTTER	LIN FT	\$4.00	487	\$1,948.00	544	\$2,176.00	544	\$2,176.00	544	\$2,176.00	544	\$2,176.00	
2104.501		REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00	46	\$1,150.00	20	\$500.00	20	\$500.00	20	\$500.00	20	\$500.00	
2104.501		REMOVE WATER SERVICE PIPE	LIN FT	\$25.00	46	\$1,150.00	20	\$500.00	20	\$500.00	20	\$500.00	20	\$500.00	
2104.505		REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	98	\$980.00	98	\$980.00	98	\$980.00	98	\$980.00	98	\$980.00	
2104.505		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	1474	\$1,474.00	1520	\$1,520.00	1520	\$1,520.00	1520	\$1,520.00	1520	\$1,520.00	
2104.509		REMOVE CASTING	EACH	\$200.00	2	\$200.00	2	\$400.00	2	\$400.00	2	\$400.00	2	\$400.00	
2104.509		REMOVE CURB STOP AND BOX	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00	
2104.509		REMOVE SANITARY CLEANOUT	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00	
2104.509		REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00	1	\$1,000.00	1	\$1,000.00	1	\$1,000.00	1	\$1,000.00	1	\$1,000.00	
2104.511		SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	13	\$39.00	11	\$33.00	11	\$33.00	11	\$33.00	11	\$33.00	
2104.511		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	1111	\$1,111.00	1019	\$1,019.00	1019	\$1,019.00	1019	\$1,019.00	1019	\$1,019.00	
2104.523		SALVAGE SIGN TYPE C	EACH	\$30.00	4	\$120.00	4	\$120.00	4	\$120.00	4	\$120.00	4	\$120.00	
2104.601		RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	1	\$100.00	
2104.601		RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00	1	\$2,000.00	0.25	\$500.00	0.25	\$500.00	0.25	\$500.00	0.25	\$500.00	
2104.601		SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00	1	\$2,000.00									
2105.501		COMMON EXCAVATION	CU YD	\$10.00	520	\$5,200.00	260	\$2,600.00	260	\$2,600.00	260	\$2,600.00	260	\$2,600.00	
2105.604		DITCH EXCAVATION	SQ YD	\$3.00											
2211.503		AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00	280	\$5,600.00	229	\$4,580.00	229	\$4,580.00	229	\$4,580.00	229	\$4,580.00	
2112.603		RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00											
2123.610		STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00											
2130.501		WATER	MGAL	\$10.00											
2215.501		FULL DEPTH RECLAMATION	SQ YD	\$1.00											
2232.501		MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00											
2302.604		BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00											
2302.618		SPOT FULL DEPTH REPAIR	SQ YD	\$10.00											
2360.501		TYPE SP 9 WEARING COURSE MIXTURE (2.B)	TON	\$40.00											
2360.501		TYPE SP 9 WEARING COURSE MIXTURE (2.C)	TON	\$47.00											
2503.541		12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	47	\$2,350.00	47	\$2,350.00	47	\$2,350.00	47	\$2,350.00	47	\$2,350.00	
2503.541		15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	51	\$2,550.00	51	\$2,550.00	51	\$2,550.00	51	\$2,550.00	51	\$2,550.00	
2503.602		MANHOLE ADJUSTING RINGS	EACH	\$50.00											
2503.602		CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00	1	\$1,000.00	2	\$2,000.00	2	\$2,000.00	2	\$2,000.00	2	\$2,000.00	
2503.602		CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00	2	\$2,000.00	2	\$2,000.00	2	\$2,000.00	2	\$2,000.00	2	\$2,000.00	
2504.601		INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00	1	\$5,000.00									
2504.602		ADJUST VALVE BOX	EACH	\$200.00											
2506.501		CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	7.82	\$2,346.00	5.82	\$1,746.00	5.82	\$1,746.00	5.82	\$1,746.00	5.82	\$1,746.00	
2506.516		CASTING ASSEMBLY (700-7)	EACH	\$750.00	2	\$1,500.00									
2506.602		RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00											
2506.602		ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00											
2506.602		CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1	\$2,500.00	
2531.501		CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00											
2531.501		CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00											
2531.501		CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	476	\$11,900.00									
2531.507		6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00	44	\$3,520.00									
2531.507		8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00											
2531.603		CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00	42	\$4,200.00									
2531.604		8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00	53	\$5,300.00									
2531.618		TRUNCATED DOMES	SQ FT	\$50.00	48	\$2,400.00									
2563.601		TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.15	\$1,800.00									
2564.550		DELINEATOR TYPE X4-13	EACH	\$85.00											
2564.602		INSTALL SIGN	EACH	\$100.00	4	\$400.00									
2565.602		RIGID PVC LOOP DETECTOR 6"X6"	EACH	\$1,000.00											
2571.502		DECIDUOUS TREE 10' HT B&B	TREE	\$700.00	5	\$3,500.00									
2573.530		STORM DRAIN INLET PROTECTION	EACH	\$120.00	3	\$360.00	4	\$480.00	4	\$480.00	4	\$480.00	4	\$480.00	
2573.533		SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00											
2573.535		STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00											
2574.525		SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	106	\$3,180.00									
2575.505		SODDING TYPE LAWN	SQ YD	\$5.00	937	\$4,685.00									
2575.604		SITE RESTORATION	SQ YD	\$4.50											
2582.501		PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	46	\$241.50									
2582.502		4" SOLID LINE PAINT	LIN FT	\$0.45	1575	\$708.75									
2582.502		8" SOLID LINE PAINT	LIN FT	\$1.50	114	\$171.00									
2582.502		12" SOLID LINE PAINT	LIN FT	\$4.00											
2582.502		4" BROKEN LINE PAINT	LIN FT	\$0.30											
2582.502		4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	50	\$30.00									
2611.4A		1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00	46	\$2,300.00	20	\$1,000.00	20	\$1,000.00	20	\$1,000.00	20	\$1,000.00	
2611.4D		1-1/2" CURB STOP & BOX	EACH	\$1,500.00	2	\$3,000.00	2	\$3,000.00	2	\$3,000.00	2	\$3,000.00	2	\$3,000.00	
2621.4F		6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00	46	\$2,300.00	20	\$1,000.00	20	\$1,000.00	20	\$1,000.00	20	\$1,000.00	
2621.4F		6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00	2	\$1,000.00	
2621.4H		1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00											
-		SCOURSTOP TRANSITION MAT	SQ YD	\$150.00											

TOTALS:						\$121,021.25		\$44,579.00		\$44,579.00
AMOUNT RETAINED (10% OF AMOUNT EARNED TO DATE):								\$4,457.90		\$4,457.90
PREVIOUS PAYMENTS										\$0.00
AMOUNT DUE:								\$40,121.10		\$40,121.10





**Contractor's Application for Payment No. 1**

Application Period: Start to 07/22/16	Application Date: 7/22/2015
To (Owner): City of Baxter	From (Contractor): DeChanntal Excavating, LLC
Project: Lift Station No. 8 Reconstruction	Via (Engineer): Aric Welch, Widseth Smith Nolting
Owner's Contract No.:	Contractor's Project No.: Engineer's Project No.: 0102B0375.000

**Application For Payment  
Change Order Summary**

Approved Change Orders	1. ORIGINAL CONTRACT PRICE.....	\$ 76,941.00
Number	2. Net change by Change Orders.....	\$
Additions	3. Current Contract Price (Line 1 ± 2).....	\$ 76,941.00
Deductions	4. TOTAL COMPLETED AND STORED TO DATE	
	(Column F total on Progress Estimates).....	\$ 55,000.00
	5. RETAINAGE:	
	a. 10% X \$55,000.00 Work Completed.....	\$ 5,500.00
	b. X Stored Material.....	\$
	c. Total Retainage (Line 5.a + Line 5.b).....	\$ 5,500.00
	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 49,500.00
	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
	8. AMOUNT DUE THIS APPLICATION.....	\$ 49,500.00
	9. BALANCE TO FINISH, PLUS RETAINAGE	
	(Column G total on Progress Estimates + Line 5.c above).....	\$ 27,441.00
TOTALS		
NET CHANGE BY CHANGE ORDERS		

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

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**Contractor Signature**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Payment of: \$ 49,500.00  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ 49,500.00  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Utilities Commission) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)



## REQUEST FOR COUNCIL ACTION

08.10.2016

**Department Origination:** P.W.  
Public Works

**Agenda Section:**  
Consent

**Agenda Item:** Approve the Anderson Brothers Construction Quote for Ditch Cleaning between Trunk Highway 371 and Dellwood Drive from Aldi's to Clearwater Road in the lump sum amount of \$26,970

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

### BACKGROUND

Staff has been working with the Minnesota Department of Transportation since 2015 to obtain permits to clean the storm water conveyance system between Truck Highway 371 and Dellwood Drive for the City storm water system on Dellwood Drive. The MnDOT approved plans and permit are attached.

The city's storm sewer system is continually backing up into Aldi's storm water chamber system located under their parking lot. The storm water apron discharge from Dellwood Drive in the ditch between TH 371 and Dellwood Drive is set approximately 3-feet below the current ditch grade which is causing the water to build up in the storm sewer system which is actually backing up water into the storm sewer pipe conveyance system before it can drain south between Dellwood Drive and TH 371 down to Clearwater Road.

The drainage system needs to be cleaned to remove the sediment that has built up over the years in MnDOT T.H. 371 ditch and, in order to not interfere with the current private utilities in the MnDOT right of way, there will need to be a short piece of storm sewer pipe installed as part of the maintenance project. The City will also install a weir in one of the upstream storm sewer catch basins. The weir will force stormwater to pond in MnDOT's ditch more in front of The Body Works in MnDOT right of way between Dellwood drive and TH 371. The weir will be fabricated and installed by City staff.

The Public Works Staff requested quotes for the project in accordance with municipal contracting law and City policy. Two lump sum quotes were obtained as follows:

Pratts Affordable Excavating	\$28,760
Anderson Brothers Construction	\$26,970

### FINANCIAL IMPLICATIONS

Funding for the maintenance project would come from the Storm Water Enterprise Fund. Public Works staff has requested a purchase order form the Finance Department. Finance Department

has reviewed the purchase order requisition for ditch cleaning between TH 371 and Dellwood Drive for which Publics Works has obtained two quotes. The Finance Department has verified that it appears the repairs/maintenance budget in the Storm Water Enterprise Fund is sufficient for the proposed \$26,970 request, but it does not look like this activity was specifically identified in the 2016 Budget. Given the size of the project, Finance Department felt that it would be best for the Council to approve the quote on the Council agenda.

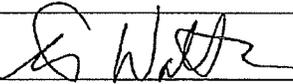
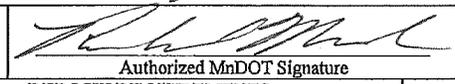
**STAFF RECOMMENDATION**

Staff recommends City Council approve the Anderson Brothers Construction Quote for Ditch Cleaning between Trunk Highway 371 and Dellwood Drive from Aldi's to Clearwater Road in the lump sum of \$26,970.

**COUNCIL ACTION REQUESTED**

**MOTION** to approve the Anderson Brothers Construction Quote for Ditch Cleaning between Trunk Highway 371 and Dellwood Drive from Aldi's to Clearwater Road in the lump sum of \$26,970.

Attached: MnDOT Permit and MnDOT Approved Plans

Form 1723 (6-26-2013)  <b>MINNESOTA DEPARTMENT OF TRANSPORTATION</b> <b>APPLICATION FOR MISCELLANEOUS WORK ON</b> <b>TRUNK HIGHWAY RIGHT OF WAY</b>		Document Management System # _____ District <u>3A</u> Permit # <u>3A-465-2016-71779</u> C.S. <u>1810</u> T.H. <u>371</u> R.P. <u>33.18 to 33.55 East side</u> (THIS SECTION FOR MnDOT OFFICE USE ONLY.)
ATTACH A SKETCH OF THE PROPOSED WORK AREA AND RELATION TO TRUNK HIGHWAY. SUBMIT TO DISTRICT PERMIT OFFICE OF MINNESOTA DEPARTMENT OF TRANSPORTATION.		
APPLICANT City of Baxter	TELEPHONE 218-454-5110	ADDRESS (Street, City, State, Zip) PO Box 2626, 13190 Memorywood Drive, Baxter, MN 56425
PARTY PERFORMING WORK Anderson Brothers Construction Company	TELEPHONE 218-829-1768	ADDRESS (Street, City, State, Zip) PO Box 668, Brainerd, MN 56401
LOCATION OF PROPOSED WORK (City/Township) Highway <u>371</u> in <u>Baxter</u>	(County) <u>Crow Wing</u>	(Distance) (N-S-E-W) <u>.15</u> Miles <u>North</u> of
SPECIFIC ROAD INTERSECTION OR LANDMARK Clearwater Road		
WILL THIS FACILITY BE WITHIN TRIBAL LANDS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IF YES, WHICH ONE?		
NATURE OF WORK Storm sewer installation, ditch excavation/cleaing and turf restoration.		
SURFACE TO BE DISTURBED (Check Appropriate Boxes) <input type="checkbox"/> Roadway <input type="checkbox"/> Shoulder <input type="checkbox"/> Concrete <input type="checkbox"/> Bituminous <input type="checkbox"/> Gravel <input type="checkbox"/> Turf Only <input checked="" type="checkbox"/> Other (explain) <u>Ditch</u>		
DEPTH OF EXCAVATION BELOW SURFACE 0' to 2.5'	NUMBER & SIZE OF EXCAVATIONS 30' x 410' and 20' x 260'	METHOD OF INSTALLATION/CONSTRUCTION Excavation with Tracked Hoe and Skidsteer
WORK TO START ON OR AFTER July 2016	WORK TO BE COMPLETED BY September 2016	IS TRAFFIC DETOUR NECESSARY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (IF YES, TRAFFIC CONTROL PLAN IS REQUIRED.)
APPLICANT'S ACCEPTANCE, WAIVER AND INDEMNIFICATION		
The undersigned applicant hereby agrees to comply with applicable statutes, rules, and the standard conditions and special provisions of this permit. The applicant understands and agrees that no work in connection with this application will be started until the application has been approved and the permit issued.		
The applicant is aware of circumstances or hazards that may arise while performing the work associated with this application that could result in injury, loss, damage or death, and the applicant assumes the risk of such circumstances, dangers and hazards, whether reasonably foreseeable or not.		
The applicant also understands that this permit may also be subject to the approval of local road authorities having joint supervision over said street or highway, and may be subject to applicant's compliance with the rules and regulations of the Minnesota Environmental Quality Board and/or any other affected governmental agencies.		
The undersigned applicant expressly agrees that except for negligent acts of the State, its agents and employees, the applicant or his/her agents or contractor shall assume all liability for, and save the State, its agents and employees, harmless from any and all claims for damages, actions or causes of action arising out of the work to be done in connection with this application and permit.		
NAME AND TITLE Trevor Walter, Public Works Director/City Engineer	EMAIL ADDRESS twalter@baxtermn.gov	
DATE <u>6/28/16</u>	SIGNATURE 	
DO NOT WRITE BELOW THIS LINE		
PERMIT NOT VALID UNLESS BEARING AUTHORIZED MnDOT SIGNATURE AND PERMIT NUMBER		
AUTHORIZATION OF PERMIT		
It is expressly understood that this permit is conditioned upon restoration of the trunk highway right-of-way to its original condition or to a satisfactory condition. In consideration of the applicant's agreement to comply in all respects with the applicable laws and the conditions of the Commissioner of Transportation pertaining to this permit, permission is hereby granted for the work to be performed as described in the above application, said work to be performed in accordance with the following standard conditions and special provisions:		
SEE ATTACHED STANDARD CONDITIONS AND SPECIAL PROVISIONS		
<u>9-30-16</u> Date All Work To Be Completed By	 Authorized MnDOT Signature	<u>6-30-16</u> Date of Authorized Signature
DISTRIBUTION Original to Area Maintenance Engineer Applicant Subarea Supervisor <u>B.P.</u> Roadway Regulations Supervisor	DEPOSIT REQUIREMENTS <input type="checkbox"/> No Deposit Required <input type="checkbox"/> Deposit Required in the Amount of \$ _____ Date Deposit Received _____ Deposit to be returned upon satisfactory completion of all work	DEPOSIT TYPE Cashier's Check # _____ Certified Check # _____ Money Order # _____ Bond # <u>71158885</u> \$ <u>20,000</u>
DATE WORK COMPLETED (The date when the work is completed must be reported to the MnDOT District Permits Office)		

## STANDARD CONDITIONS OF MISCELLANEOUS WORK PERMIT

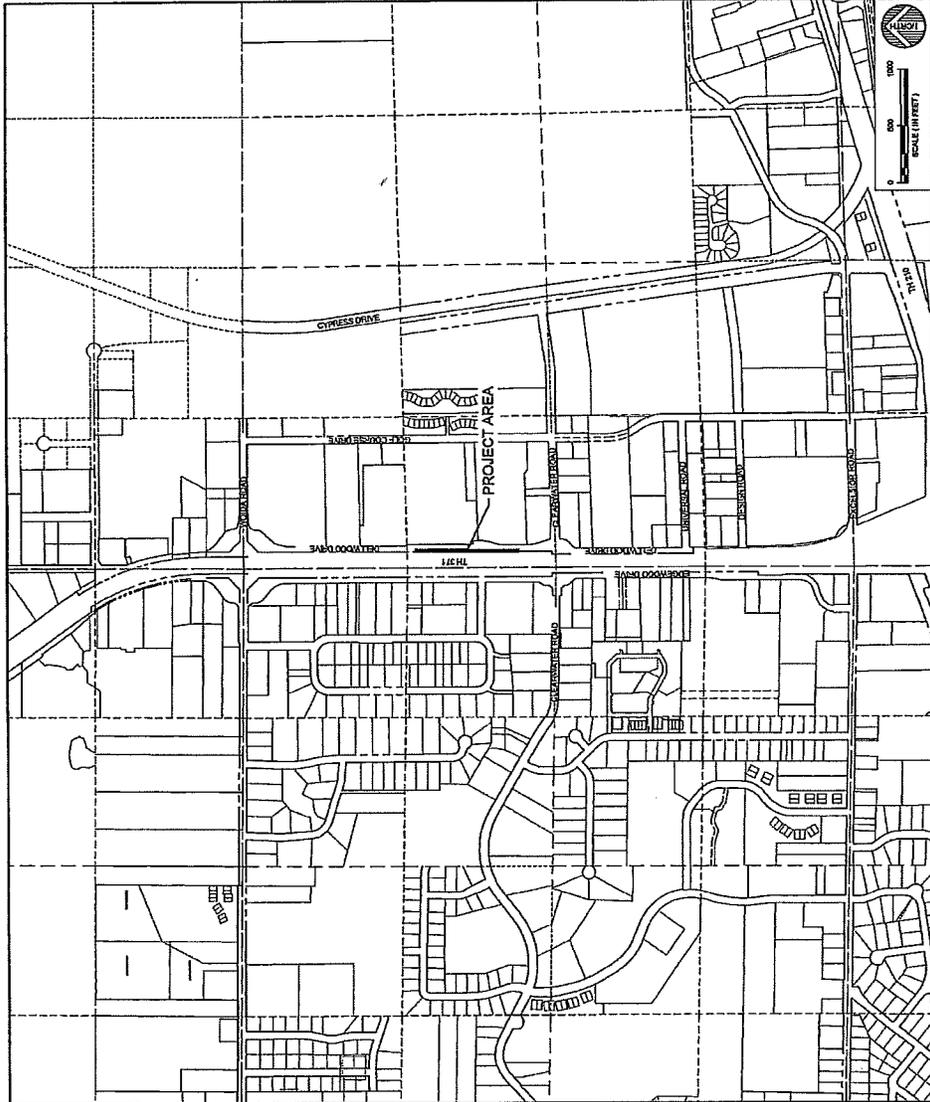
1. The permit holder must comply with all applicable laws and regulations, including Worker's Compensation laws.
2. If work to be done lies within a city or platted town, permission must also be obtained from such city or town.
3. Where work on or near the traveled roadway is necessary, proper traffic signs, channelizing devices, warning lights, and barricades shall be erected to protect traffic, employees, and pedestrians. All traffic control devices and methods shall conform to the Minnesota Field Manual on Temporary Traffic Control Zone Layouts, Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), Minnesota Standard Sign Manual, and the appropriate provisions of Standard Specification 1710.
4. Unless adequately protected by a traffic barrier, there shall be no work within the clear zone, nor shall pipe materials, equipment or other objects be stored within the clear zone as determined by the MnDOT and as defined by the latest edition of AASHTO's "Guide for Selecting Locations, and Designing Traffic Barriers".
5. Excavations must be cribbed when necessary, depending upon type of soil, in order to prevent cave-ins. All excavations, trenching and/or jacking and boring pits shall be shored or sloped in accordance with OSHA requirements.
6. No guys, stays, or any structures are to be attached to trees on trunk highway right of way.
7. No poles, anchors, anchor braces, or other construction shall be placed on the roadway shoulder or within the prescribed clear zone.
8. Installation of pipe under concrete or bituminous pavements shall be done by jacking or boring or other approved methods.
9. When open trenching or excavating in existing roadways, all subgrade, base, and surfacing materials shall be replaced with the same type, depth, and density of materials which were removed, unless approved by the Area Maintenance Engineer.
10. All work that involves trenching, backfill, or compaction must be done to MnDOT's Standard Specifications for Construction. Depending on the construction work to be performed, use of one or more of the following specifications may be needed: Excavation and Embankment 2105, Aggregate Base 2211, Aggregate Shouldering 2221, or Structural Excavation and Backfills 2451, Subgrade Preparation 2112.  
Compaction methods must be approved in advance by the District Permit Office
11. If pavement or roadway is damaged, same shall be restored to a condition as good as or better than the original condition.
12. All pavements shall be replaced in accordance with State specifications.
13. If settlement occurs or excavation caves in so that replaced materials settle (bituminous mat or concrete base), same shall be restored to a condition as good as or better than the original condition.
14. No lugs shall be used on equipment traversing the road which will damage the road surface.
15. No driving onto highway from ditch or driving on shoulders will be permitted where damage will occur.
16. No foreign material such as dirt, gravel, or bituminous material shall be deposited or left on the road during any construction activities.
17. Roadside shall be cleaned to original status upon completion of work.
18. Underground construction must be so constructed as not to harm or unnecessarily destroy the root growth of specimen trees.
19. Cutting and trimming of trees within the right of way and removal of resulting stumps require prior approval of the Area Maintenance Engineer or his authorized representative.
20. If MnDOT shall make any improvements or changes upon, over, under, or along the trunk highway, then and in every case the applicant herein named shall after notice from MnDOT proceed to alter, change, vacate, or remove from trunk highway right of way said works necessary to conform with said changes without cost whatsoever to the State of Minnesota.
21. After work on a project is completed, the permit holder must notify the Area Maintenance Engineer or his authorized representative that such work has been completed and is ready for final inspection and acceptance by MnDOT.

# TH 371 EAST DITCH CLEANING - 2016

BAXTER, MINNESOTA



CROW WING COUNTY  
BAXTER, MINNESOTA



## INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	TRAFFIC CONTROL PLAN
3-4	PLAN AND PROFILE - TH 371 EAST DITCH
5	WEIR DETAIL

## CITY OFFICIALS

MAYOR: DARREL OLSON

CITY COUNCIL: TODD HOLMAN  
MARK CROSS  
STEVE BARROWS  
QUINN NYSTROM

UTILITIES COMMISSION: ROCK YLINIEMI - CHAIR  
DAVE FRANZEN  
SHAWN CROCHET  
DOUGLAS WOLF  
JACK CHRISTOFFERSON

CITY ADMINISTRATOR: GORDON HEITKE

PUBLIC WORKS DIRECTOR / CITY ENGINEER: TREVOR WALTER

## APPROVALS

RECOMMENDED FOR APPROVAL: *Alice Wolf* DATE: 04-21-16  
CITY CONSULTING ENGINEER

RECOMMENDED FOR APPROVAL: *Alice Wolf* DATE: 4-22-16  
PUBLIC WORKS DIRECTOR / CITY ENGINEER

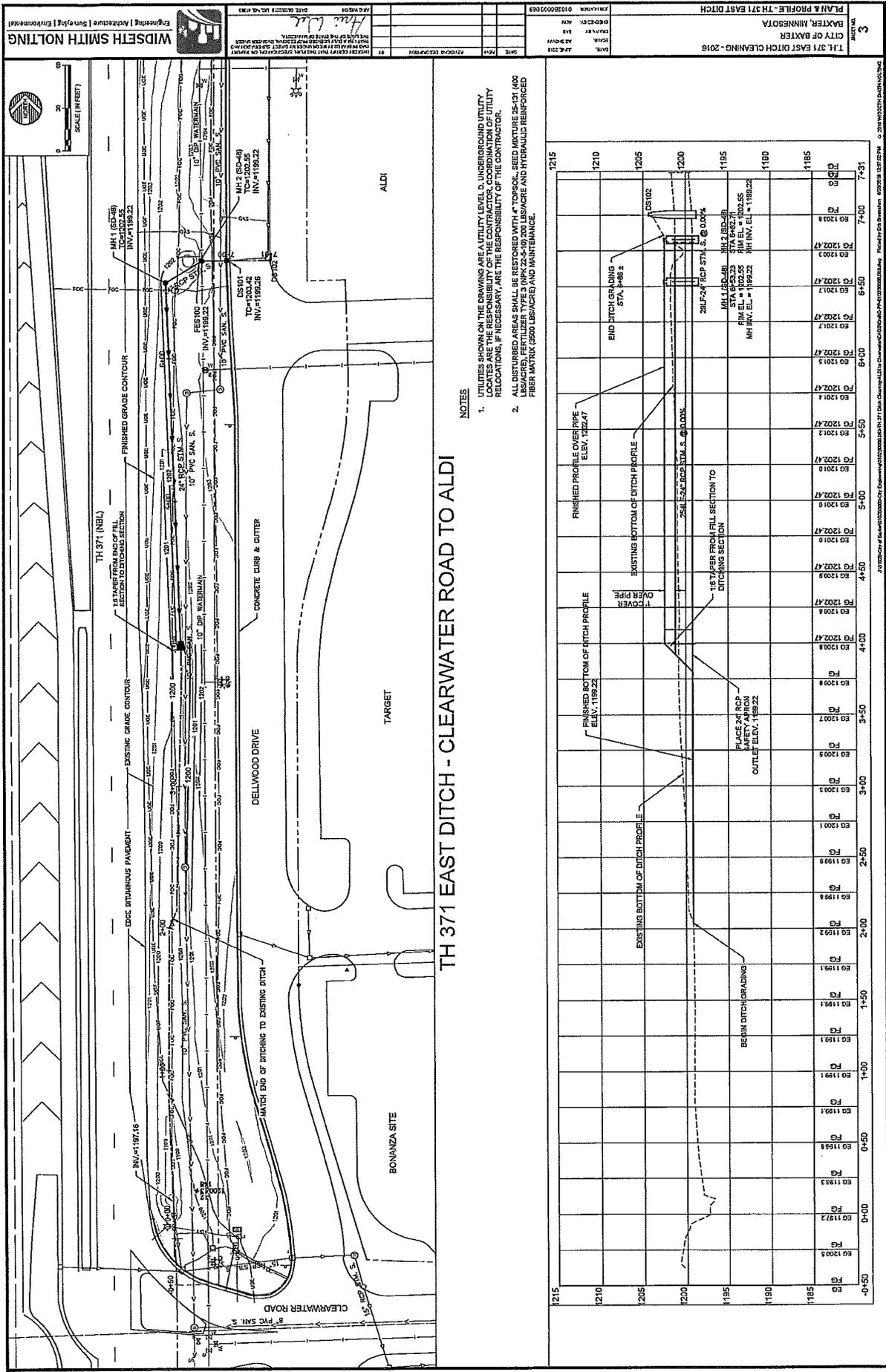
WIDSETH SMITH NOLTING  
Engineering | Architecture | Surveying | Environmental

PROJECT NO. 16-001  
DATE: 04/21/16  
DRAWN BY: JLN  
CHECKED BY: JLN  
SCALE: AS SHOWN

PROJECT LOCATION: TH 371 EAST DITCH CLEANING - 2016  
CITY OF BAXTER  
BAXTER, MINNESOTA

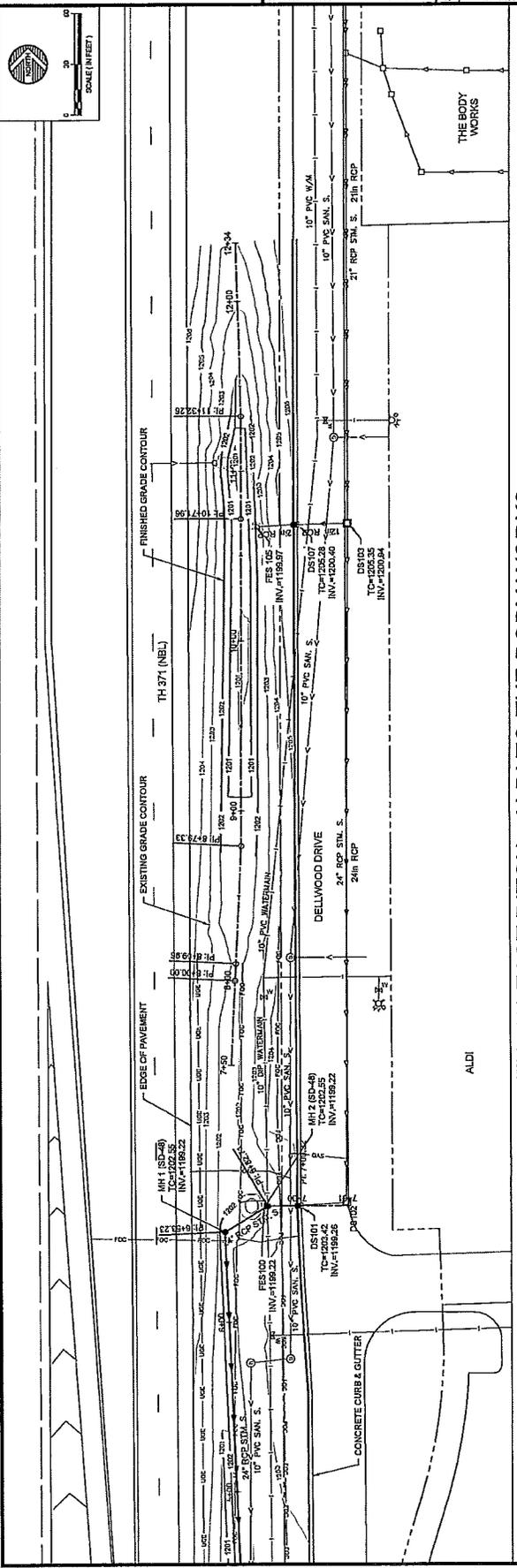
TITLE SHEET





- NOTES**
- UTILITIES SHOWN ON THE DRAWING ARE A UTILITY LEVEL, UNDERGROUND UTILITY LOCATED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITY RELOCATIONS, IF NECESSARY, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
  - ALL DISTURBED AREAS SHALL BE RESTORED WITH #1 TOPSOIL SEED MIXTURE 25-50-100 LBS/1000 SQ YD. THE RESTORED AREAS SHALL BE REINFORCED WITH GEOTEXTILE AND HYDRAULIC REINFORCED FIBER MATRIX (2500 LBS/ACRE) AND MAINTENANCE.

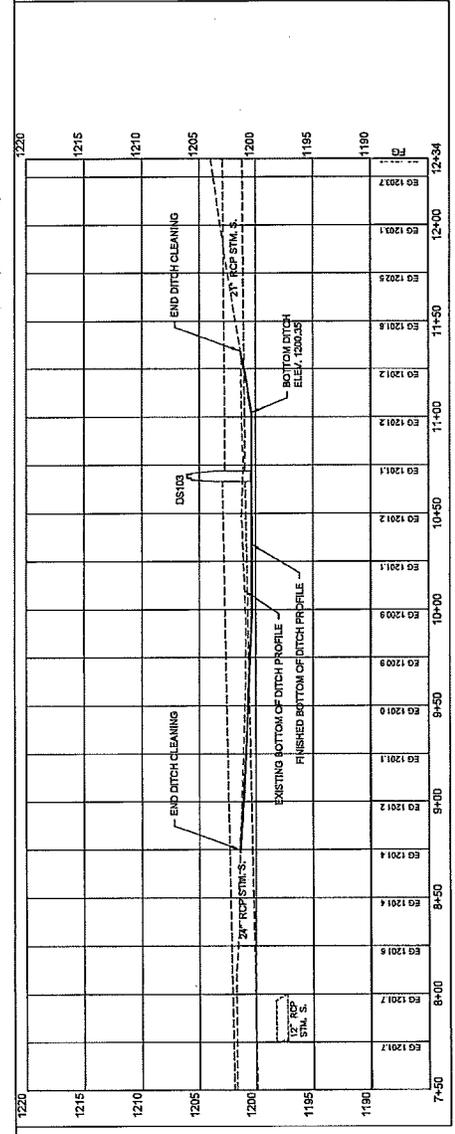
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7+31	1195	FG
7+31	1200	FG
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6+50	2900	FG
6+50	2905	



### TH 371 EAST DITCH - ALDI TO THE BODY WORKS

#### NOTES

- UTILITIES SHOWN ON THE DRAWING ARE A UTILITY LEVEL, UNDERGROUND UTILITY. LOCATES ARE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATION OF UTILITY RELOCATIONS, IF NECESSARY, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL DISTURBED AREAS SHALL BE RESTORED WITH #7 TOPSOIL. SEED MIXTURE 25-51 6000 LBS/AC. TOPSOIL SHALL BE SPREAD AND HYDRAULIC REINFORCED FIBER MATRIX (2520 LBS/AC) AND MAINTENANCE.

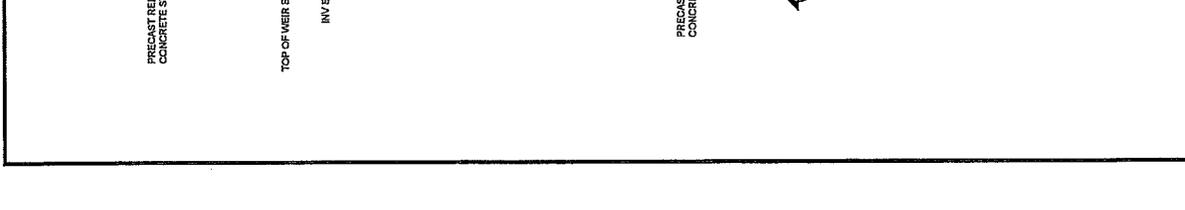
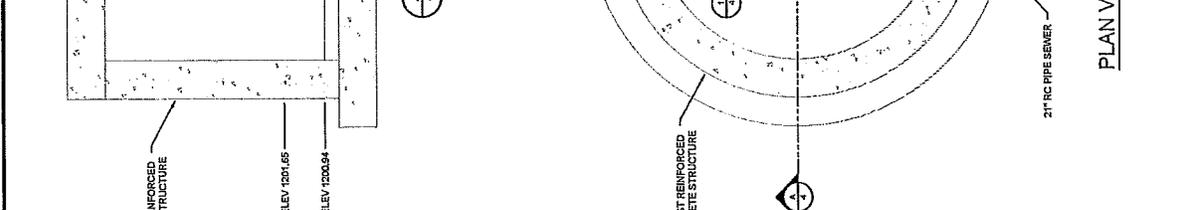
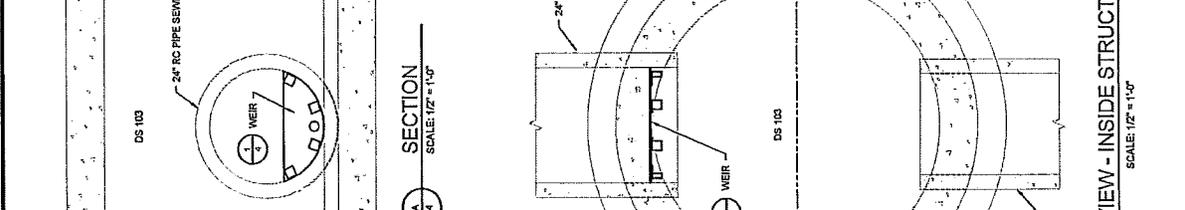
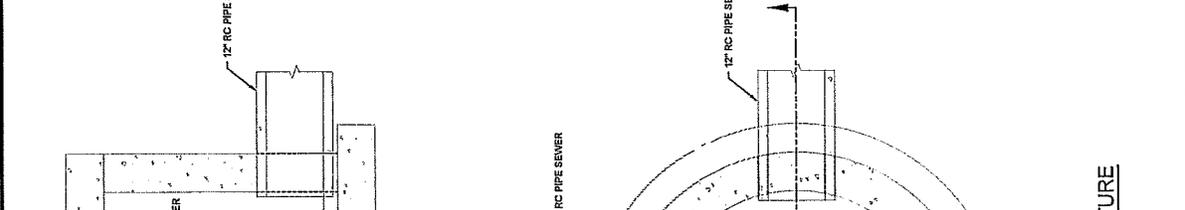
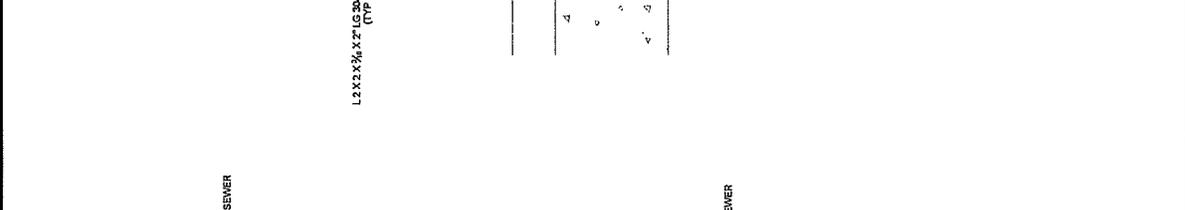
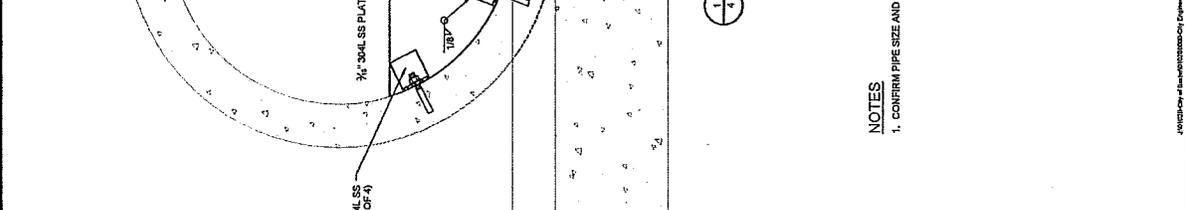
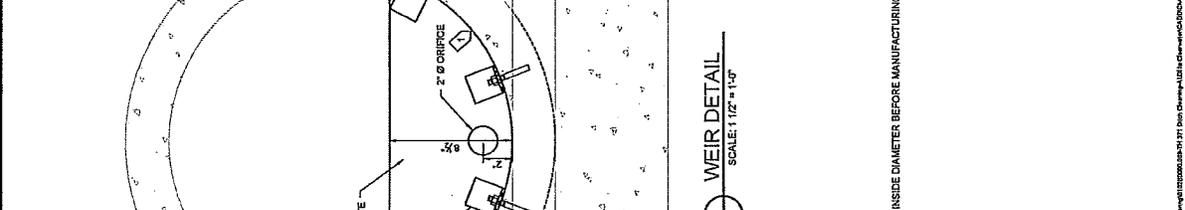


DATE	REVISION	DESCRIPTION
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02/01/12	3	REVISED FOR PERMIT
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01/01/20	98	REVISED FOR PERMIT
02/01/20	99	REVISED FOR PERMIT
03/01/20	100	REVISED FOR PERMIT

PROJECT: 1100 EAST WYOMING AVENUE, SUITE 200, MINNEAPOLIS, MN 55414  
 DRAWING: WEIR DETAIL  
 DATE: 12/15/11  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT NO: 1100 EAST WYOMING AVENUE, SUITE 200, MINNEAPOLIS, MN 55414

**WEIR DETAIL**  
 CITY OF BAXTER, MINNESOTA  
 1100 EAST WYOMING AVENUE, SUITE 200, MINNEAPOLIS, MN 55414  
 DATE: 12/15/11  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

**NOTES**  
 1. CONFIRM PIPE SIZE AND INSIDE DIAMETER BEFORE MANUFACTURING STEEL PLATE WEIR.



**CERTIFICATE OF COMPLETION FOR A RIGHT OF WAY PERMIT  
FOR THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION**

**Permit No. 3A-US-2016-71779 issued on 06/30/2016**

TO: Richard Munsch  
Engineering Specialist  
7694 Industrial Park Road  
Baxter, MN 56425-8096  
Telephone No. 218/828-5778

I hereby certify that \_\_\_\_\_  
Utility - Municipality - Contractor - Owner

has completed installation of STORM SEWER INSTALLATION, DITCH CLEANING for CITY OF BAXTER Company as described in and in accordance with Trunk Highway Permit No. 3A-US-2016-71779, C.S. 1810, T.H. 371, at CLEARWATER ROAD TO WOIDA ROAD.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Utility - Municipality - Contractor - Owner

By \_\_\_\_\_

The work covered by the permit has been satisfactorily completed.

\_\_\_\_\_  
Date Assistant District Engineer, Maintenance

**For Utility Permits Only:**

Bond Number 71158885 in the amount of \$20,000.00 will remain in effect a minimum period of 1 year from the date of completion of the utility installation, at which time the bond will be released if in the opinion of the Area Maintenance Engineer the installation is satisfactory.

Where approved changes are made in the installation contrary to the application sketches, 2 copies of "as built" sketches must be submitted with the signed certificates.

THE CONTRACTOR IMMEDIATELY ON COMPLETION OF THE INSTALLATION SHALL SIGN AND RETURN TWO COPIES OF THIS CERTIFICATE OF COMPLETION TO THE ASSISTANT DISTRICT ENGINEER, MAINTENANCE AT THE ADDRESS NOTED ABOVE.

**CITY OF BAXTER, MINNESOTA  
ORDINANCE 2016-040**

**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 14275 EDGEWOOD DRIVE (CITY FILE NUMBER 2016-22)**

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 21 acres 14275 Edgewood Drive, legally described as follows:

Lot 1, Block 1, Lot 1, Block 2 and Fernwood Drive, SECOND ADDITION TO BAXTER WAL-MART SUBDIVISION, 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 16<sup>th</sup> day of August 2016.**

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

ATTEST:

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

*City Seal*

**CITY OF BAXTER, MINNESOTA  
RESOLUTION 2016-072**

**RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT  
FOR “THIRD ADDITION TO BAXTER WAL-MART SUBDIVISION” FOR PROPERTY  
LOCATED AT 14275 EDGEWOOD DRIVE (CITY FILE NUMBER 2016-22)**

WHEREAS, Widseth Smith Nolting (“the applicant”) has requested approval of a preliminary and final plat on property located at 14275 Edgewood Drive, legally described as follows:

Lot 1, Block 1, Lot 1, Block 2 and Fernwood Drive, SECOND ADDITION TO BAXTER WAL-MART SUBDIVISION, 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 August 10, 2016 and recommends approval, and;

WHEREAS, the City Council considered the Planning and Zoning Commission recommendation at their August 16, 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 application and plans received by the city on July 19, 2016, civil plans and revised elevation plans received on July 27, 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. Submit a cross access, parking and sign easement for review and approval by the City Attorney between the subject properties. The cross access, parking and sign easement shall be recorded with the plat.
  - d. The existing drive aisle easement south of lot 3 shall be reviewed by the City attorney to see if any amendments are required to account for the proposed development. If revisions are required to the existing access easement/easements, the revisions shall be made and the revised easement/easements 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 16<sup>th</sup> day of August, 2016.**

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**Darrel Olson, Mayor**

**ATTEST:**

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**Kelly Steele, City Clerk**

***City Seal***

**CITY OF BAXTER, MINNESOTA  
RESOLUTION 2016-073**

**RESOLUTION APPROVING A PUD, PLANNED UNIT DEVELOPMENT GENERAL PLAN  
FOR A MULTI-TENANT RETAIL DEVELOPMENT LOCATED AT 14275 EDGEWOOD DRIVE  
(CITY FILE NUMBER 2016-22)**

WHEREAS, Widseth Smith Nolting (“the applicant”) has requested approval of a PUD, Planned Unit Development General Plan on property located at 14275 Edgewood Drive, legally described as follows:

Lot 1, Block 1, Lot 1, Block 2 and Fernwood Drive, SECOND ADDITION TO BAXTER WAL-MART SUBDIVISION, 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 August 10, 2016 and recommends approval, and;

WHEREAS, the City Council considered the Planning and Zoning Commission recommendation at their August 16, 2016 meeting, and;

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. With the conditions in this resolution, 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 application and plans received by the city on July 19, 2016, civil plans and revised elevation plans received on July 27, 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 a drive through use shall be considered a permitted, use provided the use is specifically approved with a PUD general plan. 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 minimum low floor elevations as required by the City Code.
  - d. 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.
  - e. A PUD master plan shall be for review and approval by City staff that shows pedestrian connectivity for the development with sidewalk connections from the existing building to the north and south property lines, to the east through the parking lot from the store front to connect to the two new commercial buildings and a connection or connections to Edgewood Drive from the existing commercial buildings. The PUD master plan shall also identify future parking lot islands.
  - f. Submit a revised landscape plan for Lots 2 and 3 in compliance with the City’s landscape requirements. Specifically, the applicant shall increase the number and size of shrubs as needed to the city’s minimum standards, shall revise tree species as needed to comply with the city’s approved tree list, and shall increase the number of coniferous trees as needed on the properties to the minimum percentage requirement.
  - g. Submit revised plans showing compliance with the City’s parking lot island requirements. PUD flexibility to the island requirements is authorized with this PUD for spacing of up to 12 parking spaces between parking lot islands for the parking area west of the building on Lot 3.
  - h. All trash and recycling areas shall be housed in an opaque enclosure that is consistent with the primary color of the building. The enclosures shall be reviewed and approved by staff.
  - i. All exterior or rooftop mechanical equipment shall be screened from adjacent properties and streets. Rooftop mechanical equipment may be painted to match the primary color of the building in lieu of screening.
  - j. Any visible backs of parapets shall be the primary color of the building, per the requirements of the zoning ordinance.
  - k. Provide revised plans for the drive through area. The revise drive through plan is intended to improve exiting from the drive through window out of the site. The drive through plan shall be in compliance with the City’s drive through requirements.
  - l. Provide compliance with zoning review items related to the development plan.

- m. Provide floor plans and parking calculations showing compliance with the City's minimum parking spaces for the retail, restaurant and dental uses.
  - n. Revise plans to identify a bike rack in front of each of the new commercial buildings.
  - o. A lighting plan shall be submitted for review and approval by staff based on the City's lighting requirements.
  - p. Revise plans to identify "one-way" and "do not enter" signage to be reviewed and approved by City staff.
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. The PUD authorizes the existing freestanding sign in the southeast corner of the property for Gander Mountain to remain. The PUD authorizes a second freestanding sign in the northeast portion of the property not to exceed 200 square feet. The new sign in the northeast corner of the site shall meet the 10 foot setback requirement from property lines. Any request for additional permanent freestanding signage shall require a PUD amendment.
10. On Lot 1, Block 1, Third Addition to Baxter Wal-Mart Subdivision, any site work to related to the vehicular use area or building work that requires a building permit, except for routine building maintenance shall require a PUD amendment. The PUD amendment shall require the construction of improvements to update the site based on ordinance requirements and improvements related to the PUD master plan for items including, but not limited to pedestrian connections, parking lot islands, landscaping, the zoning ordinance requirement allowing up to 10 percent parking over the required parking, and other applicable ordinance requirements.
11. The coffee shop use may be open from 5:00 a.m. to 10:00 p.m.
12. All signage shall require separate permits and shall be in conformance with the City's sign ordinance.
13. Approval of the PUD General plan is contingent on review and approval by MNDOT.
14. The PUD Final Plan application is hereby approved with this PUD General Plan.
15. 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 16<sup>th</sup> day of August, 2016.**

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**Darrel Olson, Mayor**

**ATTEST:**

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**Kelly Steele, City Clerk**

***City Seal***

## REQUEST FOR COUNCIL ACTION

August 16th, 2016

**Department Origination:** Community Development

**Agenda Item:** Accept the architectural plan with staff comments for two new buildings located East of the existing Gander Mountain Building at 14275 Edgewood Drive (city file 16-22)

**Approval Required:** Simple Majority Vote

### **BACKGROUND**

Widseth Smith Nolting has submitted an application for architectural review together with a preliminary and final plat to allow “Third Addition to Baxter Wal-Mart Subdivision”, a 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 14275 Edgewood Drive. The applicant is proposing two new buildings in front of the existing Gander Mountain building. The storefronts of the new buildings would face Edgewood Drive and State Highway 371. The applicant proposes the use of EIFS Veneer, Stone Veneer, Brick Veneer, Cast Stone, Clear Anodized Aluminum, Glazing, Metal Coping, Cloth Awning, Hardi-Lap Siding, and splitface CMU for the two new buildings. The buildings include flat roofs and parapets, with one curved parapet for Aspen Dental. The design incorporates an earth tone color scheme including gray, dark bronze, tan, tope, and brown colors. The only accent color shown is a blue awning and metal coping with the Aspen Dental tenant space. No roof top units are indicated on the plans. Elevations and color schemes are indicated in the attached plans.

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

<b>ARC Standard</b>	<b>Required</b>	<b>Proposed</b>	<b>Comments</b>
<b>Exterior Materials</b>	See allowed C-1 and C-2 materials	<b>Hardi-Lap Siding on North Building</b>	<b>requires recommendation by the Arc Commission and approval by the City Council</b>
		Other building materials proposed are permitted. Splitface CMU is limited to 50 percent on front facade	Materials acceptable. Splitface CMU is less than 50 percent
<b>Size/Mass</b>	Proportional	Comparable to adjacent buildings	OK
<b>Articulation – All sides of both buildings</b>	Max 50’ Unbroken Expanse for faces >60’ and facing street	Articulation provided with projecting columns and parapets	OK

<b>Accessory Structures</b>	Existing building coordinated color	N/A	N/A
<b>Color</b>	Earth tone	gray, dark bronze, tan, tope, and brown colors	OK
<b>Height/Roof Design</b>	Max 45'/Flat or 6:12+	25' and 25.6'/Flat	OK

**FINANCIAL IMPLICATIONS**

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

**STAFF RECOMMENDATION**

Staff recommends acceptance of the architectural plan for two new buildings located East of the existing Gander Mountain Building at 14275 Edgewood Drive.

**CITY OF BAXTER, MINNESOTA  
RESOLUTION 2016-074**

**RESOLUTION APPROVING A VARIANCE TO ALLOW A 1,264-SQUARE FOOT DETACHED  
ACCESSORY STRUCTURE, WHERE 1,152-SQUARE FEET IS THE MAXIMUM ALLOWED  
BY THE ZONING ORDINANCE FOR PROPERTY LOCATED AT 13152TIMBERLANE DRIVE  
(CITY FILE NUMBER 16-23)**

WHEREAS, Richard and Donna Monson (“the applicants”) have requested approval of a variance for property legally described as follows:

THAT PART OF LOT 1 BLOCK 8 PARKWOOD, AND THAT PART OF GOV.  
LOT 9 SEC. 12 DESCRIBED AS FOLLOWS (complete legal on file at City Hall).

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

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their August 16, 2016 meeting;

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

The variance allows the construction of a 12-foot by 22-foot (264-square foot) addition to an existing 1,000-square foot detached accessory structure for a total of 1,264 square feet, in accordance with the application and plans received by the city on July 19, 2016, except as may be amended by this resolution, based on the finding that all applicable variance standards have been met.

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

1. Building permits are required prior to beginning construction.
2. Exterior materials for the garage shall match the exterior materials of the home, as required by the zoning ordinance.
3. The applicants shall submit an erosion control best management practices plan for review and approval by staff prior to issuance of a building permit.
4. Approval shall expire within one year of the date of approval unless the applicant commences the authorized use and completes the required improvements.

**Whereupon, said Resolution is hereby declared adopted on this 16<sup>th</sup> day of August 2016.**

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**Darrel Olson, Mayor**

**ATTEST:**

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**Kelly Steele, City Clerk**

***City Seal***

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

**AN ORDINANCE AMENDING TITLE 10 ZONING REGULATIONS, CONCERNING MINNESOTA STATUTES, SECTION 462.3593 (City File 2016-24)**

WHEREAS, on May 12, 2016, Governor Dayton signed into law the creation and regulation of temporary family health care dwellings, codified at Minn. Stat. § 462.3593, which permit and regulate temporary family health care dwellings;

WHEREAS, subdivision 9 of Minn. Stat. §462.3593 allows cities to “opt out” of those regulations;

THE CITY OF BAXTER ORDAINS:

**SECTION 1.** Amendments. The text of Title 10 (Zoning Regulations) of the Baxter City Code, Chapter 7-9 is hereby amended by adding the underlined material as follows:

**10-7-9: OPT-OUT OF MINNESOTA STATUTES, SECTION 462.3593:  
Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City of Baxter opts-out of the requirements of Minnesota Statutes, Section 462.3593, which defines and regulates Temporary Family Health Care Dwellings.**

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

Whereupon, said Ordinance is hereby declared adopted on this 16<sup>th</sup> day of August 2016.

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

ATTEST:

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

*City Seal*

## REQUEST FOR COUNCIL ACTION

August 16th, 2016

**Department Origination:** Community Development

**Agenda Item:** Approve the architectural plan for Jack Pine Brewery to be located on Edgewood Drive

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

### **BACKGROUND**

Nor-son, Inc. has submitted an application for architectural review of a 7,458 square foot building located on Edgewood Drive just south of the Arrowwood Lodge. The applicant is proposing a new building in a new location for the Jack Pine brewery and taproom on a vacant lot. The applicant proposes the use of cement board panel siding, prefinished metal insulated panel siding, prefinished metal base flashing, anodized aluminum windows; the building also includes stained timber accents on the front façade. The building includes a flat roof and incorporates an earth tone color scheme including brown/bronze and green. Two roof top units are indicated on the plans that are shown to be 100% screened by parapet walls that encompass the entire building. Elevations and color schemes are indicated in the attached plans.

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

<b>ARC Standard</b>	<b>Required</b>	<b>Proposed</b>	<b>Comments</b>
<b>Exterior Materials</b>	See allowed C-1 and C-2 materials	Cement board panel siding (with accented anodized aluminum reveals)	requires recommendation by the Arc Commission and approval by the City Council
		Prefinished metal insulated panel	>50%/façade requires recommendation by the Arc Commission and approval by the City Council
		Stained wood timber (maximum 10% accent material)	OK
		Anodized aluminum windows (architectural glass)	OK
		Prefinished metal base flashing (maximum 10% accent material)	OK
<b>Size/Mass</b>	Proportional	Comparable to adjacent buildings	OK

<b>Articulation – South/Front (facing Edgewood Drive)</b>	Max 50' Unbroken Expanse for faces >60' and facing street	Articulation provided with projecting timber piers	OK
	<b>STAFF COMMENTS:</b> A stand-alone canopy protruding forward of the front of the building constructed of steel and “glu-laminate” also helps break up the front façade. Signage, including the silhouetted jack pine tree, shall meet all signage requirements and shall be permitted under a separate sign permit.		
<b>Articulation – West/Side</b>	Max 50' Unbroken Expanse for faces >60' and facing street	N/A	OK
	<b>STAFF COMMENTS:</b> Although not required, the applicant should consider adding a window to this face to help break up the monotony of the solid metal panel wall that will be visible from Edgewood Dr. and HWY 371.		
<b>Articulation – North/Rear</b>	Max 50' Unbroken Expanse for faces >60' and facing street	N/A	OK
<b>Articulation – East/ Side</b>	Max 50' Unbroken Expanse for faces >60' and facing street	N/A	OK
<b>Accessory Structures</b>	Existing building coordinated color	N/A	N/A
<b>Color</b>	Earth tone	Brown/bronze, green	OK
<b>Height/Roof Design</b>	Max 45'/Flat or 6:12+	28.5'/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 plans for a new building that includes metal siding that is greater than 50% of the façade and cement board panel siding (with accented anodized aluminum reveals) located on Edgewood Drive on Monday, August 8, 2016 and recommended approval of the application.

### **COUNCIL ACTION REQUESTED**

**MOTION** to approve the use of metal siding that is greater than 50% of the façade and cement board panel siding (with accented anodized aluminum reveals) for a new building to be located on Edgewood Drive.