

**AGENDA
BIG LAKE CITY COUNCIL MEETING
COUNCIL CHAMBERS**

**FEBRUARY 26, 2020
6:00 p.m.**

- 1) CALL TO ORDER**
- 2) PLEDGE OF ALLEGIANCE**
- 3) ROLL CALL**
- 4) OPEN FORUM**
- 5) PROPOSED AGENDA**
- 6) CONSENT AGENDA**

Items on the Consent Agenda page are reviewed in total by the City Council and may be approved through one motion. Any item may be removed by any Council Member, staff member or person from the public for separate consideration. When removing any item from the Consent Agenda, the item number and description of the item should be clearly stated.

7) BUSINESS

- 7A. ST2020-01 Street and Utility Improvement Project – Final Plans and Specifications and Order Advertisement for Bid
- 7B. Vision Bus Development Application - Ordinance Amendment and Conditional Use Permit
- 7C. Concept Plan Review – City of Big Lake Wastewater Treatment Facility
- 7D. Freedom Rock Location Change
- 7E. Appointment of Water/Wastewater Operator II Candidate
- 7F. Monthly Department Reports

8) ADMINISTRATOR’S REPORT

9) MAYOR & COUNCIL REPORTS AND COMMENTS/QUESTIONS

Sub-Committee Updates (Reports are given only if meeting date was after the last Council Meeting)
Council Member Hansen - CMRRPP
Council Member Johnson
Council Member Knier - BLBYR
Mayor Wallen – Fire Strategic Planning Meeting
Council Member Zetervall – Parks Advisory Committee

10) OTHER

11) ADJOURN

**BIG LAKE CITY COUNCIL
CONSENT AGENDA
FEBRUARY 26, 2020**

- 6A. Approve List of Claims
- 6B. Approve Council Workshop Minutes of February 12, 2020
- 6C. Approve Regular Council Meeting Minutes of February 12, 2020
- 6D. Approve Construction Proposal from Ken Geroux Construction
- 6E. Accept Resignation from Community Development Administrative Assistant Trisha Lindahl
- 6F. Approve Appointment of City Planner Amy Barthel
- 6G. Approve Drug and Alcohol Testing for Commercial Drivers Policy
- 6H. Approve Partial Release of Bruggeman Properties LLC Development Contract
- 6I. Approve Nonconformity Ordinance Amendment and Summary Publication Resolution
- 6J. Approve Detached Accessory Buildings Ordinance Amendment and Summary Publication Resolution
- 6K. Approve Station Street Apartments Final Plat/Final PUD Development Application
- 6L. Approve First Amendment to Development Agreement for the Big Lake Car Condo's Final Plat Extension Request
- 6M. Approve Resolution Authorizing 2020/2021 Liquor License Renewals
- 6N. Approve Resolution Authorizing Speed Limit Reduction to 25 MPH on Municipal State Aid Routes of Euclid Avenue, Sherburne Avenue, and Powell Street North
- 6O. Approve Resolution Authorizing Parking Restriction on Municipal State Aid Route of Powell Street



AGENDA ITEM

Big Lake City Council

Prepared By: Deb Wegeleben, Finance Director	Meeting Date: 2/26/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6A
Item Description: List of Claims	Reviewed By: Clay Wilfahrt, City Administrator		
	Reviewed By: (N/A)		

ACTION REQUESTED

Motion to Approve List of Claims paid dated 02/07/2020 through 02/19/2020 and Approve Payroll No.3

BACKGROUND/DISCUSSION

Attached is the List of Claims paid through 02/17/2020. Please contact me with any questions or concerns.

Any elected official who contracts or submits an invoice to the City for payment of services is required to abstain from the vote of said payment, and execute an "Affidavit of City Official Interested in Claim" form prior to receiving payment pursuant to MN Statute 471.87:

471.87 PUBLIC OFFICERS, INTEREST IN CONTRACT; PENALTY.

Except as authorized in section [123B.195](#) or [471.88](#), a public officer who is authorized to take part in any manner in making any sale, lease, or contract in official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom. Every public officer who violates this provision is guilty of a gross misdemeanor.

471.88 EXCEPTIONS.

Subdivision 1. Coverage.

The governing body of any port authority, seaway port authority, economic development authority, watershed district, soil and water conservation district, town, school district, hospital district, county, or city, by unanimous vote, may contract for goods or services with an interested officer of the governmental unit in any of the following cases.

Subd. 5. Contract with no bids required.

A contract for which competitive bids are not required by law.

ATTACHMENTS

List of Claims



***Check Detail Register©**

Cks 2/7/2020 - 2/19/2020

	Check Amt	Invoice	Comment
1010 US BANK			
Paid Chk# 004598E 2/11/2020 PAYROLL TAXES - FED/FICA			
G 101-2171 Federal Withholding Payable	\$10,458.26		Federal/FICA Payroll Taxes for Pay Period #3 02/05/2020
G 101-2173 FICA Tax Withholding Payable	\$13,286.20		Federal/FICA Payroll Taxes for Pay Period #3 02/05/2020
Total PAYROLL TAXES - FED/FICA	\$23,744.46		
Paid Chk# 004599E 2/11/2020 PAYROLL TAX - STATE			
G 101-2172 State Withholding Payable	\$5,009.20	ACH	State Payroll Taxes for Pay Period #3 02/05/2020
Total PAYROLL TAX - STATE	\$5,009.20		
Paid Chk# 004601E 2/10/2020 ELAVON			
G 280-2020 Accounts Payable	\$30.68		Farmer's Market EBT Device - ACH for Month of JANUARY 2020
Total ELAVON	\$30.68		
Paid Chk# 004602E 2/10/2020 PSN			
G 301-2020 Accounts Payable	\$1,148.75	210590	PSN FEES PAID FOR JANUARY 2020
G 401-2020 Accounts Payable	\$1,148.75	210590	PSN FEES PAID FOR JANUARY 2020
G 101-2020 Accounts Payable	\$219.19	210591, 21059	PSN FEES PAID FOR JANUARY 2020
Total PSN	\$2,516.69		
Paid Chk# 004603E 2/10/2020 AMERITAS LIFE INSURANCE CO.			
G 101-2183 Other Pre-Tax Insurance Payabl	\$177.00		VISION INSURANCE PREMIUMS FOR MONTH OF FEBRUARY 2020
Total AMERITAS LIFE INSURANCE CO.	\$177.00		
Paid Chk# 004604E 2/10/2020 US BANK			
G 101-2020 Accounts Payable	\$191.55		BANK SERVICE CHARGES ELECTRONIC CHECK DEPOSIT FOR DECEMBER 2019
Total US BANK	\$191.55		
Paid Chk# 004605E 2/12/2020 DELUXE OFFICE SUPPLIES			
E 101-100-15-25-4210 Operating Supplies	\$20.00		DEPOSIT SLIP BOOKS
E 501-000-00-25-4210 Operating Supplies	\$150.41		DEPOSIT SLIP BOOKS
Total DELUXE OFFICE SUPPLIES	\$170.41		
Paid Chk# 004606E 2/17/2020 US BANK			
E 101-100-05-25-4210 Operating Supplies	\$7.58	02.14CC	CITY HALL COFFEE SUPPLIES
E 101-100-10-25-4210 Operating Supplies	\$7.58	02.14CC	CITY HALL COFFEE SUPPLIES
E 101-100-10-25-4230 Telephone/Internet	\$42.65	02.14CC	PLANNER CELL PHONE - JAN
E 101-100-11-10-4210 Operating Supplies	\$141.58	02.14CC	ELECTION SUPPLIES
E 101-100-15-05-4019 Wellness Program	\$20.21	02.14CC	WELLNESS SUPPLIES
E 101-100-15-25-4210 Operating Supplies	\$179.94	02.14CC	FINANCE - OFFICE SUPPLIES
E 101-100-15-25-4212 Other Operations Expenses	\$99.94	02.14CC	FINANCE SUPPLIES
E 101-100-15-25-4213 Safety Training/Expenses	\$27.43	02.14CC	CITY HALL FIRST AID SUPPLIES
E 101-100-15-25-4413 Equipment/Accessories	\$142.98	02.14CC	FINANCE PRINTER
E 101-100-20-25-4370 Grounds Maintenance	\$121.77	02.14CC	BLCC GROUND MAINT - ORKIN
E 101-100-20-25-4413 Equipment/Accessories	\$850.43	02.14CC	LIBRARY MAGAZINE RACK
E 101-100-20-25-4540 Repair/Maintenance Building	\$122.57	02.14CC	BLCC BUILDING REPAIRS
E 101-100-25-25-4210 Operating Supplies	\$15.17	02.14CC	CITY HALL COFFEE SUPPLIES
E 101-100-25-25-4238 Training/Schools	\$159.19	02.14CC	EDAM CONFER-HANNA
E 101-100-25-26-4222 Marketing -Communications	\$116.00	02.14CC	MARKETING SUPPLIES
E 101-100-30-25-4210 Operating Supplies	\$15.17	02.14CC	CITY HALL COFFEE SUPPLIES
E 101-100-30-25-4230 Telephone/Internet	\$77.66	02.14CC	BUILDING CELL PHONE JAN
E 101-105-75-25-4130 Computers/Software	\$516.80	02.14CC	POLICE 365 SUBSCRIPTION
E 101-105-75-25-4130 Computers/Software	\$229.99	02.14CC	POLICE FINGER PRINT - PRINTER
E 101-200-40-25-4210 Operating Supplies	\$7.58	02.14CC	CITY HALL COFFEE SUPPLIES
E 101-200-50-25-4212 Other Operations Expenses	\$34.14	02.14CC	STREETS - MAIL BOX



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
E 101-200-50-25-4212	Other Operations Expenses	\$36.22	02.14CC	STREETS - MAIL BOX 471 ORMSBEE
E 101-200-50-25-4212	Other Operations Expenses	\$56.63	02.14CC	STREETS - SNOWBRUSH
E 101-200-50-25-4215	Uniforms/Clothing	\$14.90	02.14CC	PW SAFETY GLASSES
E 101-200-50-25-4238	Training/Schools	\$29.23	02.14CC	PW EMERGENCY MTG TRAINING
E 101-200-50-25-4405	Motor Fuel	\$101.10	02.14CC	PW FUEL
E 101-200-50-25-4405	Motor Fuel	\$3,668.61	02.14CC	PW FUEL
E 101-200-50-25-4545	Repair/Maintenance Equipm	\$72.20	02.14CC	PW EQUIP REPAIRS
E 101-200-55-25-4212	Other Operations Expenses	\$35.70	02.14CC	PARKS SUPPLIES
E 101-200-55-25-4215	Uniforms/Clothing	\$15.16	02.14CC	PW SAFETY GLASSES
E 101-200-55-25-4238	Training/Schools	\$29.23	02.14CC	PW EMERGENCY MTG TRAINING
E 101-200-55-25-4405	Motor Fuel	\$19.27	02.14CC	PW FUEL
E 101-200-55-25-4413	Equipment/Accessories	\$392.30	02.14CC	PARKS - TRIMMER/STEP STOOL
E 101-200-55-25-4430	Vehicle Maintenance	\$384.49	02.14CC	PARKS TIRES
E 101-200-55-25-4545	Repair/Maintenance Equipm	\$6.29	02.14CC	PARKS SHOVEL HANDLES
E 101-300-75-25-4210	Operating Supplies	\$743.96	02.14CC	POLICE SUPPLIES
E 101-300-75-25-4212	Other Operations Expenses	\$1,416.75	02.14CC	POLICE SUPPLIES
E 101-300-75-25-4215	Uniforms/Clothing	\$1,252.24	02.14CC	POLICE UNIFORMS
E 101-300-75-25-4216	Fire Arms	\$3,238.08	02.14CC	POLICE FIRE ARMS
E 101-300-75-25-4230	Telephone/Internet	\$1,185.85	02.14CC	POLICE CELL PHONES - JAN
E 101-300-75-25-4235	Postage	\$16.50	02.14CC	POLICE POSTAGE
E 101-300-75-25-4238	Training/Schools	\$2,573.18	02.14CC	POLICE TRAINING
E 101-300-75-25-4251	Emergency Management	\$154.96	02.14CC	POLICE RESPONSE SHIRTS
E 101-300-75-25-4253	Police K-9 Expenditures	\$823.28	02.14CC	POLICE K9 SUPPLIES
E 101-300-75-25-4260	Subscriptions/Dues	\$10.73	02.14CC	POLICE ADOBE
E 101-300-75-25-4260	Subscriptions/Dues	\$14.99	02.14CC	POLICE CLOUD STORAGE
E 101-300-75-25-4260	Subscriptions/Dues	\$53.68	02.14CC	POLICE TV SUBSCRIPTION
E 101-300-75-25-4260	Subscriptions/Dues	\$1,291.00	02.14CC	POLICE INTREPID RESPONSE ANNUAL FEE
E 101-300-75-25-4260	Subscriptions/Dues	\$10.73	02.14CC	POLICE PHOTOSHOP
E 101-300-75-25-4260	Subscriptions/Dues	\$50.00	02.14CC	POLICE USPCA DUES
E 101-300-75-25-4260	Subscriptions/Dues	\$75.15	02.14CC	POLICE VIDEO SOFTWARE
E 101-300-75-25-4405	Motor Fuel	\$165.57	02.14CC	POLICE FUEL
E 101-300-75-25-4413	Equipment/Accessories	\$1,293.24	02.14CC	POLICE HANDGUN NEW OFFICER
E 101-300-75-25-4413	Equipment/Accessories	\$567.24	02.14CC	POLICE REGRIGERATOR
E 101-300-75-25-4413	Equipment/Accessories	\$3,400.00	02.14CC	POLICE SOFTWARE-USED EDDY FOUNDATION FUNDS
E 101-300-75-25-4413	Equipment/Accessories	\$1,967.29	02.14CC	POLICE SQUAD LIGHTING
E 101-300-75-25-4413	Equipment/Accessories	\$1,398.99	02.14CC	POLICE VIDEO RECORDER
E 101-300-75-25-4413	Equipment/Accessories	\$839.88	02.14CC	POLICE TOOL CHEST./ WORK BENCH
E 101-300-75-25-4413	Equipment/Accessories	\$49.99	02.14CC	POLICE PHONE CHARGER
E 101-300-75-25-4430	Vehicle Maintenance	\$145.24	02.14CC	POLICE VEHICLE MAINTENANCE
E 101-300-75-25-4545	Repair/Maintenance Equipm	\$49.38	02.14CC	POLICE EQUIPMENT MAINTENANCE
E 101-400-56-25-4230	Telephone/Internet	\$42.65	02.14CC	RECREATION CELL PHONE JAN
E 194-105-75-25-4130	Computers/Software	\$2,625.54	02.14CC	POLICE - 2 DESKTOPS
E 194-105-75-25-4130	Computers/Software	\$6,661.60	02.14CC	POLICE DESKTOPS
E 277-000-00-25-4257	Contractors Hired	\$1,320.00	02.14CC	POLICE IMPOUND FEES
E 277-000-00-25-4413	Equipment/Accessories	\$1,310.93	02.14CC	POLICE SQUAD LIGHTING
E 301-000-00-25-4212	Other Operations Expenses	\$64.13	02.14CC	WATER SUPPLIES
E 301-000-00-25-4230	Telephone/Internet	\$40.01	02.14CC	WATER CELL PHONE JAN
E 301-000-00-25-4238	Training/Schools	\$429.23	02.14CC	WATER TRAINING DAN/DAVE
E 301-000-00-25-4387	Water Meters	\$18.16	02.14CC	WATER METER SUPPLIES
E 301-000-00-25-4405	Motor Fuel	\$333.29	02.14CC	WATER - FUEL
E 301-000-00-25-4413	Equipment/Accessories	\$460.51	02.14CC	WATER - BATTERY CHARGER/HUMIDIFERS
E 301-000-00-25-4545	Repair/Maintenance Equipm	\$38.88	02.14CC	WATER EQUIP REPAIRS
E 401-000-00-25-4212	Other Operations Expenses	\$20.31	02.14CC	WW SUPPLIES
E 401-000-00-25-4215	Uniforms/Clothing	\$9.78	02.14CC	WW GLOVES
E 401-000-00-25-4238	Training/Schools	\$419.23	02.14CC	WW TRAINING - PHIL
E 401-000-00-25-4405	Motor Fuel	\$136.38	02.14CC	WW FUEL



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
E 401-000-00-25-4545	Repair/Maintenance Equipm	\$26.23	02.14CC	WW EQUIP REPAIRS
G 501-2020	Accounts Payable	\$434.16	02.14CC	LIQUOR STORE CC RENTAL DEC 2019
E 501-000-00-25-4210	Operating Supplies	\$16.59	02.14CC	LIQUOR STORE OFFICE SUPPLIES
E 501-000-00-25-4212	Other Operations Expenses	\$21.36	02.14CC	LIQUOR STORE - BATTERIES
E 501-000-00-25-4413	Equipment/Accessories	\$279.95	02.14CC	LIQUOR STORE OFFICE CHAIR
E 501-000-00-27-4266	Purchases - Misc	\$25.26	02.14CC	LIQUOR STORE - LIMES/LEMON
E 101-200-50-25-4540	Repair/Maintenance Building	\$72.13	02.14CC	PW SHOP DOOR
Total US BANK		\$45,391.90		
Paid Chk# 004607E 2/18/2020 OPTUM - H.S.A.				
G 101-2184	HSA Contribution payable	\$2,527.46	ACH EE	H.S.A Payment for Period #4 02/19/2020
G 101-2184	HSA Contribution payable	\$1,208.25	ACH ER	H.S.A Payment for Period #4 02/19/2020
Total OPTUM - H.S.A.		\$3,735.71		
Paid Chk# 004608E 2/18/2020 PERA				
G 101-2174	PERA Withholding Payable	\$11,738.51	ACH	PERA Payment for Pay Period #4 02/19/2020
G 101-2178	P.E.R.A. - Police/Fire Payable	\$12,975.51	ACH	PERA Payment for Pay Period #4 02/19/2020
Total PERA		\$24,714.02		
Paid Chk# 004609E 2/18/2020 ICMA				
G 101-2177	ICMA - RC Withholding Payable	\$1,824.00	ACH	ICMA Payment for Pay Period #4 02/19/2020
Total ICMA		\$1,824.00		
Paid Chk# 004610E 2/18/2020 TASC				
G 101-2183	Other Pre-Tax Insurance Payabl	\$242.91	ACH	FLEX Payment for Employee Portion/Pay Period #4 02/19/2020
Total TASC		\$242.91		
Paid Chk# 004611E 2/19/2020 PAYROLL TAXES - FED/FICA				
G 101-2171	Federal Withholding Payable	\$24,371.71		Federal/FICA Payroll Taxes for Pay Period #4 02/19/2020
G 101-2173	FICA Tax Withholding Payable	\$5,142.80		Federal/FICA Payroll Taxes for Pay Period #4 02/19/2020
G 101-2171	Federal Withholding Payable	(\$24,371.71)		Federal/FICA Payroll Taxes for Pay Period #4 02/19/2020
G 101-2173	FICA Tax Withholding Payable	(\$5,142.80)		Federal/FICA Payroll Taxes for Pay Period #4 02/19/2020
Total PAYROLL TAXES - FED/FICA		\$0.00		
Paid Chk# 004612E 2/19/2020 PAYROLL TAXES - FED/FICA				
G 101-2171	Federal Withholding Payable	\$10,731.37		Federal/FICA Payroll Taxes for Pay Period #4 02/19/2020
G 101-2173	FICA Tax Withholding Payable	\$13,640.34		Federal/FICA Payroll Taxes for Pay Period #4 02/19/2020
Total PAYROLL TAXES - FED/FICA		\$24,371.71		
Paid Chk# 004613E 2/19/2020 PAYROLL TAX - STATE				
G 101-2172	State Withholding Payable	\$5,142.80	ACH	State Payroll Taxes for Pay Period #4 02/19/2020
Total PAYROLL TAX - STATE		\$5,142.80		
Paid Chk# 082031 2/11/2020 CASEYS BUSINESS MASTERCARD				
G 101-2020	Accounts Payable	\$322.39	QN422	PUBLIC WORKS MOTOR FUEL
Total CASEYS BUSINESS MASTERCARD		\$322.39		
Paid Chk# 082032 2/11/2020 SHERBURNE CO SHERIFFS DEPT				
G 101-2020	Accounts Payable	\$180.00	5227.2019.4	4TH QTR 2019 CJDN CHARGE
Total SHERBURNE CO SHERIFFS DEPT		\$180.00		
Paid Chk# 082033 2/12/2020 ALLSTATE PARTS OF SAUK RAPIDS				
E 101-200-50-25-4430	Vehicle Maintenance	\$50.48	2704144404	PUBLIC WORKS PREVENT MAINT
Total ALLSTATE PARTS OF SAUK RAPIDS		\$50.48		
Paid Chk# 082034 2/12/2020 AXON ENTERPRISE, INC				
E 101-105-75-25-4132	Electronic Data	\$1,398.00	SI-1638141	AXON BODY 3 ELECTRONIC DATA



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
Total AXON ENTERPRISE, INC		\$1,398.00		
Paid Chk# 082035 2/12/2020 BELL BOY CORPORATION-1				
E 501-000-00-25-4210	Operating Supplies	\$77.79		SUPPLIES
E 501-000-00-27-4269	Freight - In	\$2.54		FRT
E 501-000-00-27-4264	Purchases - Wine	\$100.00		WINE
E 501-000-00-27-4269	Freight - In	\$15.40		FRT
E 501-000-00-27-4262	Purchases - Liquor	\$415.80	0082750300	LIQUOR
E 501-000-00-27-4265	Purchases - Mix/Pop	\$38.00	0100871700	MIX
Total BELL BOY CORPORATION-1		\$649.53		
Paid Chk# 082036 2/12/2020 BERNICKS PEPSI				
E 501-000-00-27-4263	Purchases - Beer	(\$48.64)	83917	CREDIT
E 501-000-00-27-4263	Purchases - Beer	\$1,045.10	83918	BEER
E 501-000-00-27-4267	Purchases - Non Alcoholic B	\$50.20	83918	NA BEER
E 501-000-00-27-4265	Purchases - Mix/Pop	\$60.69	83919	MIX
Total BERNICKS PEPSI		\$1,107.35		
Paid Chk# 082037 2/12/2020 BREAKTHRU BEVERAGE				
E 501-000-00-27-4264	Purchases - Wine	\$424.00		WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$228.00		MIX
E 501-000-00-27-4262	Purchases - Liquor	\$2,838.57	1081097375	LIQUOR
Total BREAKTHRU BEVERAGE		\$3,490.57		
Paid Chk# 082038 2/12/2020 BUSCH AUTOMOTIVE				
E 101-200-50-25-4545	Repair/Maintenance Equipm	\$552.49	12045	TRUCK #01
Total BUSCH AUTOMOTIVE		\$552.49		
Paid Chk# 082039 2/12/2020 C&L DISTRIBUTING COMPANY				
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	\$30.00		KEG DEPOSIT
E 501-000-00-27-4265	Purchases - Mix/Pop	\$26.00		MIX
E 501-000-00-27-4267	Purchases - Non Alcoholic B	\$89.00		NA BEER
E 501-000-00-27-4263	Purchases - Beer	\$1,012.90	1067001411	BEER
E 501-000-00-27-4263	Purchases - Beer	(\$41.05)	1067001412	CREDIT
E 501-000-00-27-4263	Purchases - Beer	\$13,044.20	961003901	BEER
E 501-000-00-27-4263	Purchases - Beer	\$96.00	961003916	BEER
Total C&L DISTRIBUTING COMPANY		\$14,257.05		
Paid Chk# 082040 2/12/2020 CAMPBELL KNUTSON PROFESSIONAL				
E 101-100-10-20-4170	Legal	\$1,209.00		PLANNING LEGAL JAN
E 101-100-15-20-4170	Legal	\$1,108.18		ADM LEGAL JAN
E 101-300-75-20-4170	Legal	\$4,309.02		POLICE LEGAL JAN
E 101-100-25-20-4170	Legal	\$372.00		EDA LEGAL JAN
G 150-2055	Escrow Payable	\$354.40		NORLAND PHASE VI
G 101-2055	Escrow Payable	\$585.00		BIG LAKE CAR CONDOS
G 101-2055	Escrow Payable	\$2,917.20		STATION STREET APTS
Total CAMPBELL KNUTSON PROFESSIONAL		\$10,854.80		
Paid Chk# 082041 2/12/2020 CENTERPOINT ENERGY				
E 101-200-50-25-4580	Natural Gas	\$595.35		PUBLIC WORKS BLDG
E 101-200-55-25-4580	Natural Gas	\$595.35		PUBLIC WORKS BLDG
E 301-000-00-25-4580	Natural Gas	\$595.35		PUBLIC WORKS BLDG
E 401-000-00-25-4580	Natural Gas	\$595.35		PUBLIC WORKS BLDG
E 101-100-20-25-4580	Natural Gas	\$135.00	10178578-0	POLICE/LIBRARY BLDG
E 101-100-20-25-4580	Natural Gas	\$224.24	10178579-8	POLICE/LIBRARY BLDG
E 301-000-00-25-4580	Natural Gas	\$67.39	5769828-4	WELL #2
E 501-000-00-25-4580	Natural Gas	\$313.46	5780558-2	LIQUOR STORE
E 101-200-50-25-4580	Natural Gas	\$30.00	5793223-8	PUBLIC WORKS SHED



***Check Detail Register©**

Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
E 101-200-50-25-4580	Natural Gas	\$70.92	5808592-9	PUBLIC WORKS SHED
E 601-000-00-25-4580	Natural Gas	\$125.33	5819667-6	PUBLIC WORKS BLDG
E 301-000-00-25-4580	Natural Gas	\$94.94	5820083-3	WELL #5
E 301-000-00-25-4580	Natural Gas	\$1,218.62	6122739-3	WATER TREATMENT FACILITY
E 101-200-50-25-4580	Natural Gas	\$405.56	8076448-3	POLICE/LIBRARY BLDG
E 101-100-15-25-4580	Natural Gas	\$729.58	9359272-3	CITY HALL
Total CENTERPOINT ENERGY		\$5,796.44		
Paid Chk# 082042 2/12/2020 CHARTER COMMUNICATIONS				
E 501-000-00-25-4230	Telephone/Internet	\$312.14	016166902032	LIQUOR STORE INTERNET
Total CHARTER COMMUNICATIONS		\$312.14		
Paid Chk# 082043 2/12/2020 CINTAS				
E 601-000-00-25-4215	Uniforms/Clothing	\$16.16	12857225	PUBLIC WORKS UNIFORMS
E 101-200-50-25-4215	Uniforms/Clothing	\$76.73	12857225	PUBLIC WORKS UNIFORMS
E 101-200-55-25-4215	Uniforms/Clothing	\$76.73	12857225	PUBLIC WORKS UNIFORMS
E 301-000-00-25-4215	Uniforms/Clothing	\$76.73	12857225	PUBLIC WORKS UNIFORMS
E 401-000-00-25-4215	Uniforms/Clothing	\$76.73	12857225	PUBLIC WORKS UNIFORMS
E 501-000-00-25-4217	Cleaning Services	\$348.60	12857519	LIQUOR STORE
Total CINTAS		\$671.68		
Paid Chk# 082044 2/12/2020 COASTWISE FIREGUARD				
E 101-100-30-25-4257	Contractors Hired	\$448.00	768	COM FIRE INSPECTION
Total COASTWISE FIREGUARD		\$448.00		
Paid Chk# 082045 2/12/2020 CORNERSTONE FORD				
E 101-300-75-25-4430	Vehicle Maintenance	\$180.30	16286023/1	POLICE VEHICLE MAINT
Total CORNERSTONE FORD		\$180.30		
Paid Chk# 082046 2/12/2020 DAHLHEIMER DISTRIBUTING CO				
E 501-000-00-27-4263	Purchases - Beer	\$251.40	1190074	BEER
E 501-000-00-27-4263	Purchases - Beer	(\$15.20)	161-0082	CREDIT
Total DAHLHEIMER DISTRIBUTING CO		\$236.20		
Paid Chk# 082047 2/12/2020 DEHMER FIRE PROTECTION				
E 101-100-15-25-4540	Repair/Maintenance Building	\$102.70	08937	CITY HALL FIRE EXTING MAINT
Total DEHMER FIRE PROTECTION		\$102.70		
Paid Chk# 082048 2/12/2020 ECM PUBLISHERS, INC.				
E 301-000-00-25-4220	Advertising	\$34.20	756367	WATER EMPLOYMENT AD
E 401-000-00-25-4220	Advertising	\$34.20	756367	SEWER EMPLOYMENT AD
E 301-000-00-25-4220	Advertising	\$48.60	757372	WATER EMPLOYMENT AD
E 401-000-00-25-4220	Advertising	\$48.60	757372	SEWER EMPLOYMENT AD
Total ECM PUBLISHERS, INC.		\$165.60		
Paid Chk# 082049 2/12/2020 FSSOLUTIONS				
E 101-200-55-25-4260	Subscriptions/Dues	\$162.50		PUBLIC WORKS ANNUAL DOT CLEARINGHOUSE DUES
E 301-000-00-25-4260	Subscriptions/Dues	\$162.50		PUBLIC WORKS ANNUAL DOT CLEARINGHOUSE DUES
E 401-000-00-25-4260	Subscriptions/Dues	\$162.50		PUBLIC WORKS ANNUAL DOT CLEARINGHOUSE DUES
E 101-200-50-25-4260	Subscriptions/Dues	\$162.50	FL00354936	PUBLIC WORKS ANNUAL DOT CLEARINGHOUSE DUES
Total FSSOLUTIONS		\$650.00		
Paid Chk# 082050 2/12/2020 GARAGE DOOR STORE				
E 101-200-50-25-4540	Repair/Maintenance Building	\$234.00	Z125548	PUBLIC WORKS BLDG REPAIRS
Total GARAGE DOOR STORE		\$234.00		



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
Paid Chk# 082051 2/12/2020 GHANFDOUR, ELIZABETH				
E 280-000-00-25-4257	Contractors Hired	\$200.00	3	FARMERS MARKET MUSIC 2/15/20
E 280-000-00-25-4257	Contractors Hired	(\$200.00)	3	FARMERS MARKET MUSIC 2/15/20
Total GHANFDOUR, ELIZABETH		\$0.00		
Paid Chk# 082052 2/12/2020 GRANITE CITY JOBBING				
E 501-000-00-27-4271	Purchases - Cigars	\$72.01		CIGARS
E 501-000-00-27-4265	Purchases - Mix/Pop	\$5.20		MIX
E 501-000-00-27-4269	Freight - In	\$4.25		FRT
E 501-000-00-27-4273	Purchaes - Cigarette non tax	\$701.52	171295	TOBACCO
Total GRANITE CITY JOBBING		\$782.98		
Paid Chk# 082053 2/12/2020 GUARDIAN FLEET SAFETY				
E 101-300-75-25-4253	Police K-9 Expenditures	\$790.00	20-0048	K9 UNIT
E 199-000-75-70-4316	Capital Purchases/Improve	\$2,232.76	20-0056	POLICE UNIT 728
E 199-000-75-70-4316	Capital Purchases/Improve	\$2,232.76	20-0056	POLICE UNIT 729
Total GUARDIAN FLEET SAFETY		\$5,255.52		
Paid Chk# 082054 2/12/2020 HAWKINS, INC-1				
E 401-000-00-25-4380	Chemicals	\$8,778.64	4658568	SEWER CHEMICALS
Total HAWKINS, INC-1		\$8,778.64		
Paid Chk# 082055 2/12/2020 HECHT, TYLER				
E 101-300-75-25-4238	Training/Schools	\$38.54		TRAINING MEALS
Total HECHT, TYLER		\$38.54		
Paid Chk# 082056 2/12/2020 HOGLUND BUS COMPANY				
E 101-200-50-25-4545	Repair/Maintenance Equipm	\$1,542.25	882827	PLow TRUCK REPAIR
Total HOGLUND BUS COMPANY		\$1,542.25		
Paid Chk# 082057 2/12/2020 I.D. CHECKING GUIDE				
E 501-000-00-25-4210	Operating Supplies	\$43.90	762655	LIQUOR STORE ID CHECKING
Total I.D. CHECKING GUIDE		\$43.90		
Paid Chk# 082058 2/12/2020 INSPECTRON, INC.				
E 101-100-30-25-4257	Contractors Hired	\$9,637.50		JAN BLDG CONSULTANT
Total INSPECTRON, INC.		\$9,637.50		
Paid Chk# 082059 2/12/2020 IUOE LOCAL 49 FRINGE BENEFIT				
G 101-2185	Union Health Insurance - EE/ER	\$12,650.00		PUBLIC WORKS UNION HEALTH INS
Total IUOE LOCAL 49 FRINGE BENEFIT		\$12,650.00		
Paid Chk# 082060 2/12/2020 JOHNSON BROTHERS WHOLESALE				
E 501-000-00-27-4262	Purchases - Liquor	\$7,821.25	1497780	LIQUOR
E 501-000-00-27-4262	Purchases - Liquor	\$14,361.93	1497781	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$2,009.95	1497782	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$81.50	1497783	MIX
E 501-000-00-27-4262	Purchases - Liquor	\$140.00	1497784	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$1,559.70	1497785	WINE
E 501-000-00-27-4264	Purchases - Wine	(\$95.15)	589326	CREDIT
Total JOHNSON BROTHERS WHOLESALE		\$25,879.18		
Paid Chk# 082061 2/12/2020 KOMLINE-SANDERSON				
E 401-000-00-25-4545	Repair/Maintenance Equipm	\$1,980.00	42045406	GEAR REDUCER
Total KOMLINE-SANDERSON		\$1,980.00		
Paid Chk# 082062 2/12/2020 KWIK TRIP - CREDIT DEPT				
E 101-300-75-25-4405	Motor Fuel	\$3,149.89	00348251	POLICE FUEL JAN



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
Total KWIK TRIP - CREDIT DEPT		\$3,149.89		
Paid Chk#	082063	2/12/2020	LEAGUE OF MN CITIES INSURANCE	
E	101-200-50-05-4016	WC Insurance	\$25,469.00	WORKCOMP INS STREETS
E	301-000-00-05-4016	WC Insurance	\$7,779.00	WORKCOMP INS WATER
E	401-000-00-05-4016	WC Insurance	\$7,833.00	WORKCOMP INS SEWER
E	101-300-75-05-4016	WC Insurance	\$48,369.00	WORKCOMP INS POLICE
E	501-000-00-05-4016	WC Insurance	\$10,361.00	WORKCOMP INS LIQUOR
E	101-100-15-05-4016	WC Insurance	\$3,061.00	WORKCOMP INS CITY HALL
E	101-100-10-05-4016	WC Insurance	\$397.00	WORKCOMP INS PLANNING
E	101-200-55-05-4016	WC Insurance	\$14,217.00	WORKCOMP INS PARKS
E	101-100-30-05-4016	WC Insurance	\$397.00	WORKCOMP INS BUILDING
E	101-200-40-05-4016	WC Insurance	\$397.00	WORKCOMP INS ENGINEERING
E	101-100-25-05-4016	WC Insurance	\$1,776.00	WORKCOMP INS EDA
E	101-100-05-05-4016	WC Insurance	\$73.00	WORKCOMP INS MAYOR/COUNCIL
E	280-000-00-05-4016	WC Insurance	\$38.00	WORKCOMP INS FARMERS MARKET
E	101-400-56-05-4019	Wellness Program	\$2,810.00	WORKCOMP PARK REC COORDINATOR
E	601-000-00-05-4016	WC Insurance	\$350.00	WORKCOMP INS STORM SEWER
E	101-400-56-05-4019	Wellness Program	(\$2,810.00)	WORKCOMP PARK REC COORDINATOR
E	101-400-56-05-4016	WC Insurance	\$2,810.00	WORKCOMP PARK REC COORDINATOR
Total LEAGUE OF MN CITIES INSURANCE		\$123,327.00		
Paid Chk#	082064	2/12/2020	LINDBERG, CODY & EMILY	
G	401-2059	Unapplied Payments	\$233.56	W/S REFUND 3360 LAKEVIEW LANE
Total LINDBERG, CODY & EMILY		\$233.56		
Paid Chk#	082065	2/12/2020	LUPULIN BREWING LLC	
E	501-000-00-27-4263	Purchases - Beer	\$288.00	27032 BEER
Total LUPULIN BREWING LLC		\$288.00		
Paid Chk#	082066	2/12/2020	MIDWEST MACHINERY CO	
E	199-000-55-25-4413	Equipment/Accessories	\$4,400.00	2079257 SWEEPER - PARKS
Total MIDWEST MACHINERY CO		\$4,400.00		
Paid Chk#	082067	2/12/2020	MN COMPUTER SYSTEMS INC	
E	101-300-75-25-4208	Copies	\$20.00	284547 POLICE COPIES
Total MN COMPUTER SYSTEMS INC		\$20.00		
Paid Chk#	082068	2/12/2020	MN MUNICIPAL BEVERAGE ASSOC.	
E	501-000-00-25-4238	Training/Schools	\$150.00	LIQUOR STORE TRAINING
Total MN MUNICIPAL BEVERAGE ASSOC.		\$150.00		
Paid Chk#	082069	2/12/2020	MONTICELLO PRINTING	
E	101-200-50-25-4210	Operating Supplies	\$35.00	118069 PUBLIC WORKS BUSINESS CARDS
E	301-000-00-25-4210	Operating Supplies	\$35.00	118069 PUBLIC WORKS BUSINESS CARDS
E	101-100-25-25-4210	Operating Supplies	\$35.00	118311 EDA BUSINESS CARDS
Total MONTICELLO PRINTING		\$105.00		
Paid Chk#	082070	2/12/2020	OFFICE DEPOT	
E	101-400-56-25-4210	Operating Supplies	\$15.21	PARK COORD
E	301-000-00-25-4210	Operating Supplies	\$76.45	WATER
E	401-000-00-25-4210	Operating Supplies	\$76.46	SEWER
E	101-200-40-25-4210	Operating Supplies	\$23.19	428451149001 ENGINEERING
Total OFFICE DEPOT		\$191.31		
Paid Chk#	082071	2/12/2020	O'REILLY AUTOMOTIVE, INC	
E	101-200-50-25-4385	Shop Materials	\$131.26	1532-195324 SHOP MATERIALS
E	101-200-50-25-4385	Shop Materials	\$53.80	1532-195336 SHOP MATERIALS
E	101-300-75-25-4430	Vehicle Maintenance	\$2.79	1532-195740 VEHICLE MAINT



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
E 101-200-50-25-4545	Repair/Maintenance Equipm	\$274.13	1532-195755	SAFETY UPGRADES TWO LOADERS
E 101-300-75-25-4430	Vehicle Maintenance	\$13.74	1532-195890	VEHICLE MAINT
E 101-200-50-25-4430	Vehicle Maintenance	\$119.99	1532-196616	VEHICLE MAINT/BRAKES
E 101-200-50-25-4545	Repair/Maintenance Equipm	\$39.98	1532-197790	WIRING REPAIRS
Total OREILLY AUTOMOTIVE, INC		\$635.69		
<hr/>				
Paid Chk# 082072	2/12/2020	PAUSTIS WINE COMPANY		
E 501-000-00-27-4264	Purchases - Wine	\$344.00	79907	WINE
E 501-000-00-27-4269	Freight - In	\$7.00	79907	FRT
E 501-000-00-27-4264	Purchases - Wine	\$51.00	79916	WINE
E 501-000-00-27-4269	Freight - In	\$2.25	79916	FRT
Total PAUSTIS WINE COMPANY		\$404.25		
<hr/>				
Paid Chk# 082073	2/12/2020	PETERSONS PROMOTIONS		
E 501-000-00-25-4220	Advertising	\$260.00		LIQUOR STORE ADVERTISING
Total PETERSONS PROMOTIONS		\$260.00		
<hr/>				
Paid Chk# 082074	2/12/2020	PHILLIPS WINE & SPIRITS		
E 501-000-00-27-4262	Purchases - Liquor	\$1,071.40	2700655	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$1,241.25	2700656	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$531.40	2700657	MIX
E 501-000-00-27-4262	Purchases - Liquor	(\$144.15)	355585	CREDIT
Total PHILLIPS WINE & SPIRITS		\$2,699.90		
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Paid Chk# 082075	2/12/2020	PLEAA		
E 101-300-75-25-4260	Subscriptions/Dues	\$35.00		PLEAA 2020 DUES
E 101-300-75-25-4260	Subscriptions/Dues	\$35.00		PLEAA 2020 DUES
Total PLEAA		\$70.00		
<hr/>				
Paid Chk# 082076	2/12/2020	PLUNKETTS PEST CONTROL		
E 101-100-15-25-4540	Repair/Maintenance Building	\$67.60	6553954	CITY HALL PEST CONTROL
Total PLUNKETTS PEST CONTROL		\$67.60		
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Paid Chk# 082077	2/12/2020	ROYAL TIRE INC		
E 101-200-50-25-4410	Tires	\$558.36	131-165730	PUBLIC WORKS #25 TIRES
E 101-200-50-25-4410	Tires	\$3,093.76	312-31444	PUBLIC WORKS #102 TIRES
Total ROYAL TIRE INC		\$3,652.12		
<hr/>				
Paid Chk# 082078	2/12/2020	SOUTHERN WINE & SPIRITS OF MN		
E 501-000-00-27-4262	Purchases - Liquor	\$467.80	1921482	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$408.00	1921484	WINE
Total SOUTHERN WINE & SPIRITS OF MN		\$875.80		
<hr/>				
Paid Chk# 082079	2/12/2020	SUBURBAN TIRE WHOLESAL INC		
E 101-300-75-25-4410	Tires	\$135.00	0010168179	POLICE TIRES
Total SUBURBAN TIRE WHOLESAL INC		\$135.00		
<hr/>				
Paid Chk# 082080	2/12/2020	THE AMERICAN BOTTLING COMPANY		
E 501-000-00-27-4265	Purchases - Mix/Pop	\$136.00	3568711185	MIX
Total THE AMERICAN BOTTLING COMPANY		\$136.00		
<hr/>				
Paid Chk# 082081	2/12/2020	THE LEGACY FOUNDATION		
G 101-2200	Deposits	\$50.00		REFUND EVENT ESCROW
Total THE LEGACY FOUNDATION		\$50.00		
<hr/>				
Paid Chk# 082082	2/12/2020	TOSHIBA FINANCIAL SERVICES		
E 101-300-75-25-4208	Copies	\$175.19	406155648	POLICE COPIES
Total TOSHIBA FINANCIAL SERVICES		\$175.19		



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
Paid Chk# 082083 2/12/2020 VARNER TRANSPORTATION LLC				
E 501-000-00-27-4269	Freight - In	\$2,053.75		LIQUOR STORE FREIGHT
Total VARNER TRANSPORTATION LLC		\$2,053.75		
Paid Chk# 082084 2/12/2020 VIKING COCA-COLA				
E 501-000-00-27-4265	Purchases - Mix/Pop	\$143.10	2481134	MIX
Total VIKING COCA-COLA		\$143.10		
Paid Chk# 082085 2/12/2020 VINOCOPIA				
E 501-000-00-27-4264	Purchases - Wine	\$190.67	0251203-IN	WINE
E 501-000-00-27-4269	Freight - In	\$5.00	0251203-IN	FRT
Total VINOCOPIA		\$195.67		
Paid Chk# 082086 2/12/2020 WATER LABORATORIES INC				
E 301-000-00-20-4160	Testing	\$160.00	7800	TESTING
Total WATER LABORATORIES INC		\$160.00		
Paid Chk# 082087 2/12/2020 WEX BANK				
E 601-000-00-25-4405	Motor Fuel	\$75.10		PUBLIC WORKS MOTOR FUEL
E 101-200-50-25-4405	Motor Fuel	\$356.62		PUBLIC WORKS MOTOR FUEL
E 101-200-55-25-4405	Motor Fuel	\$356.62		PUBLIC WORKS MOTOR FUEL
E 301-000-00-25-4405	Motor Fuel	\$356.62		PUBLIC WORKS MOTOR FUEL
E 401-000-00-25-4405	Motor Fuel	\$356.62		PUBLIC WORKS MOTOR FUEL
Total WEX BANK		\$1,501.58		
Paid Chk# 082088 2/12/2020 WINDSTREAM				
E 401-000-00-25-4230	Telephone/Internet	\$532.38	091121503	SEWER PHONE/INTERNET
Total WINDSTREAM		\$532.38		
Paid Chk# 082089 2/12/2020 WRUCK SEWER & PORTABLE RENTALS				
E 101-200-55-25-4225	Sanitation/Garbage Removal	\$256.00	4283	PARK SANITATION JAN 2020
Total WRUCK SEWER & PORTABLE RENTALS		\$256.00		
Paid Chk# 082090 2/12/2020 XCEL ENERGY				
E 101-200-50-25-4575	Electricity (Street Lights)	\$3,477.34	51-4459098-1	STREET LIGHTS JAN 2020
Total XCEL ENERGY		\$3,477.34		
Paid Chk# 082091 2/14/2020 AMERICAN SOLUTINS FOR BUSINESS				
G 101-1320	Due From Other Governments	\$37.00	INV04614426	FIRE EMPLOYEE RECOG
Total AMERICAN SOLUTINS FOR BUSINESS		\$37.00		
Paid Chk# 082092 2/14/2020 ARVIG				
E 101-300-75-25-4230	Telephone/Internet	\$368.00	000305939400	POLICE TELEPHONE/INTERNET
Total ARVIG		\$368.00		
Paid Chk# 082093 2/14/2020 AUTOSTOP INC				
E 101-300-75-25-4430	Vehicle Maintenance	\$3,580.87		POLICE #728
E 101-300-75-25-4430	Vehicle Maintenance	\$147.12	0080904	POLICE #726
E 101-300-75-25-4430	Vehicle Maintenance	\$227.72	0081116	POLICE #727
Total AUTOSTOP INC		\$3,955.71		
Paid Chk# 082094 2/14/2020 BELL BOY CORPORATION-1				
E 501-000-00-27-4264	Purchases - Wine	\$603.40	0082799600	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$29.16	0100885600	MISC
E 501-000-00-25-4210	Operating Supplies	\$60.79	0100885600	SUPPLIES
E 501-000-00-27-4269	Freight - In	\$2.42	0100885600	FRT
Total BELL BOY CORPORATION-1		\$695.77		
Paid Chk# 082095 2/14/2020 BIG LAKE GRAD PARTY				



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
E 101-300-75-25-4196	Crime Prevention	\$100.00		DONATION FOR GRAD PARTY
Total BIG LAKE GRAD PARTY		\$100.00		
Paid Chk# 082096 2/14/2020 C&L DISTRIBUTING COMPANY				
E 501-000-00-27-4263	Purchases - Beer	\$364.00	1036275	BEER
E 501-000-00-27-4263	Purchases - Beer	\$338.55	1067001451	BEER
E 501-000-00-27-4263	Purchases - Beer	\$5,505.45	961003955	BEER
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	(\$30.00)	961003955	KEG RETURN
E 501-000-00-27-4267	Purchases - Non Alcoholic B	\$64.20	961003955	NA BEER
E 501-000-00-27-4263	Purchases - Beer	(\$43.53)	968000941	CREDIT
Total C&L DISTRIBUTING COMPANY		\$6,198.67		
Paid Chk# 082097 2/14/2020 COASTWISE FIREGUARD				
E 101-100-30-25-4257	Contractors Hired	\$263.85	781	PERMIT REVIEW WILLIAMS ST
E 101-100-30-25-4257	Contractors Hired	\$527.44	782	PERMIT REVIEW WILLIAMS ST
Total COASTWISE FIREGUARD		\$791.29		
Paid Chk# 082098 2/14/2020 CORE & MAIN LP				
E 301-000-00-25-4387	Water Meters	\$225.63	L846324	WATER METERS
E 301-000-00-25-4387	Water Meters	\$46.85	L851576	WATER METERS
Total CORE & MAIN LP		\$272.48		
Paid Chk# 082099 2/14/2020 DAHLHEIMER DISTRIBUTING CO				
E 501-000-00-27-4263	Purchases - Beer	\$11,782.91	112-02594	BEER
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	(\$30.00)	112-02594	KEG RETURN
Total DAHLHEIMER DISTRIBUTING CO		\$11,752.91		
Paid Chk# 082100 2/14/2020 GHANFDOUR, ELIZABETH				
E 280-000-00-25-4257	Contractors Hired	\$200.00		FARMERS MARKET MUSIC 2/15
Total GHANFDOUR, ELIZABETH		\$200.00		
Paid Chk# 082101 2/14/2020 GRANITE CITY JOBBING				
E 501-000-00-27-4273	Purchaes - Cigarette non tax	\$701.12	172281	TOBACCO
E 501-000-00-27-4271	Purchases - Cigars	\$33.07	172281	CIGARS
E 501-000-00-27-4265	Purchases - Mix/Pop	\$76.55	172281	MIX
E 501-000-00-27-4269	Freight - In	\$4.25	172281	FRT
E 501-000-00-25-4210	Operating Supplies	\$11.79	172285	SUPPLIES
Total GRANITE CITY JOBBING		\$826.78		
Paid Chk# 082102 2/14/2020 GUARDIAN FLEET SAFETY				
E 101-300-75-25-4545	Repair/Maintenance Equipm	\$592.29	20-0074	POLICE EQUIP REPAIR
E 101-300-75-25-4545	Repair/Maintenance Equipm	\$80.00	20-0084	POLICE EQUIP REPAIR
Total GUARDIAN FLEET SAFETY		\$672.29		
Paid Chk# 082103 2/14/2020 JOHNSON BROTHERS WHOLESALE				
E 501-000-00-27-4264	Purchases - Wine	\$3,045.28	1503044	WINE
Total JOHNSON BROTHERS WHOLESALE		\$3,045.28		
Paid Chk# 082104 2/14/2020 LANDFORM				
G 101-2055	Escrow Payable	\$871.25		VISION BUS CONSULT BUS
G 499-1600	Construction WIP	\$828.75		WWTP EXPANSION
E 101-100-10-20-4180	Other Consultants	\$5,482.50		CONSULT IN HOUSE WORK
E 101-100-10-20-4180	Other Consultants	\$446.25		CONSULT CITY MEETINGS
G 101-2055	Escrow Payable	\$765.00		STATION STREET ESCROW CONSULT WORK
G 101-2055	Escrow Payable	\$276.25		CAR CONDO ESCROW CONSULT WORK
G 101-2055	Escrow Payable	\$21.25		SIEMERS ESCROW CONSULT WORK
G 101-2055	Escrow Payable	\$701.25		NYSTROM & ASSOCIATES
Total LANDFORM		\$9,392.50		



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
Paid Chk# 082105 2/14/2020 LEAGUE OF MN CITIES				
E 101-100-25-25-4238	Training/Schools	\$109.00	317134	TRAINING/KLIMMEK
Total LEAGUE OF MN CITIES		\$109.00		
Paid Chk# 082106 2/14/2020 LUPULIN BREWING LLC				
E 501-000-00-27-4263	Purchases - Beer	\$379.00	27122	BEER
Total LUPULIN BREWING LLC		\$379.00		
Paid Chk# 082107 2/14/2020 SHERBURNE COUNTY ATTORNEY				
E 101-300-75-20-4181	Court Fines	\$1,202.37	6551	SHARED FINES
Total SHERBURNE COUNTY ATTORNEY		\$1,202.37		
Paid Chk# 082108 2/14/2020 WENCK ASSOCIATES, INC				
G 399-1600	Construction WIP	\$33.00	12000509	WELL SITING JAN SERV
G 499-1600	Construction WIP	\$1,921.50	12000510	WWTP EXPAN JAN SERVICE
E 175-000-00-20-4150	Engineering	\$21,601.53	12000695	2020 STREET IMPRO
Total WENCK ASSOCIATES, INC		\$23,556.03		
Paid Chk# 082109 2/14/2020 CLEARWAY COMMUNITY SOLAR LLC				
G 501-2020	Accounts Payable	\$12.32	CIOLBK-12002 621 ROSE DR LIQUOR STORE/JERKY SHOP	
G 101-2020	Accounts Payable	\$45.57	CIOLBK-12002 101 LAKE ST STREET LIGHTS	
G 101-2020	Accounts Payable	\$41.19	CIOLBK-12002 160 LAKE ST SKATING RINK	
G 401-2020	Accounts Payable	\$42.10	CIOLBK-12002 256 CRESCENT ST LIFT	
G 101-2020	Accounts Payable	\$3.40	CIOLBK-12002 160 LAKE ST N STREET LIGHTS	
G 501-2020	Accounts Payable	\$397.86	CIOLBK-12002 615 ROSE DR LIQUOR STORE	
G 101-2020	Accounts Payable	\$15.96	CIOLBK-12002 10 LAKE ST NO STREET LIGHTS	
G 401-2020	Accounts Payable	\$281.65	CIOLBK-12002 18889 CTY RD 68	
G 301-2020	Accounts Payable	\$23.81	CIOLBK-12002 300 SHOREACRES DR PUMP	
G 301-2020	Accounts Payable	\$109.70	CIOLBK-12002 601 MN AVE PUMP	
G 101-2020	Accounts Payable	\$286.21	CIOLBK-12002 CITY HALL 160 LAKE ST N	
G 401-2020	Accounts Payable	\$11.09	CIOLBK-12002 19173 CTY RD 68 SEWER	
G 101-2020	Accounts Payable	\$3.08	CIOLBK-12002 514 FOREST RD PARK	
Total CLEARWAY COMMUNITY SOLAR LLC		\$1,273.94		
Paid Chk# 082110 2/14/2020 MCCHESENEY HEATING AND				
G 501-2020	Accounts Payable	\$450.00	6248	LIQUOR STORE 4TH QTR MAINT
G 101-2020	Accounts Payable	\$300.00	6249	POLICE/LIBRARY 4TH QTR MAINT
G 101-2020	Accounts Payable	\$875.00	6250	CITY HALL 4TH QTR MAINT
Total MCCHESENEY HEATING AND		\$1,625.00		
Paid Chk# 082111 2/14/2020 XCEL ENERGY				
G 101-2020	Accounts Payable	\$21.88	51-001233342	NOV 2019 IRRIGATION
Total XCEL ENERGY		\$21.88		
Paid Chk# 082112 2/14/2020 MCCHESENEY HEATING AND				
E 501-000-00-25-4545	Repair/Maintenance Equipm	\$450.00	6248	LIQUOR STORE 1ST QTR MAINT
E 101-100-20-25-4545	Repair/Maintenance Equipm	\$300.00	6249	POLICE/LIBRARY 1ST QTR MAINT
E 101-100-15-25-4545	Repair/Maintenance Equipm	\$875.00	6250	CITY HALL 1ST QTR MAINT
Total MCCHESENEY HEATING AND		\$1,625.00		
Paid Chk# 082113 2/14/2020 XCEL ENERGY				
E 101-200-55-25-4570	Electricity	\$20.75	510012333423	IRRIGATION
Total XCEL ENERGY		\$20.75		
Paid Chk# 082114 2/19/2020 ABRAHAMSON, CARLA				
E 101-300-75-25-4212	Other Operations Expenses	\$18.00	973128	POLICE EXPENSE
Total ABRAHAMSON, CARLA		\$18.00		



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
Paid Chk# 082115 2/19/2020 AMERICAN SOLUTINS FOR BUSINESS				
E 101-100-05-25-4210	Operating Supplies	\$26.47	INV04633837	COUNCIL
E 101-100-10-25-4210	Operating Supplies	\$26.31	INV04633837	PLANNING
E 101-100-15-25-4210	Operating Supplies	\$26.31	INV04633837	ADIM
E 101-100-25-25-4210	Operating Supplies	\$26.31	INV04633837	EDA
E 101-100-30-25-4210	Operating Supplies	\$26.31	INV04633837	BUILDING
E 101-200-40-25-4210	Operating Supplies	\$26.31	INV04633837	ENGINEERING
E 101-200-50-25-4210	Operating Supplies	\$26.31	INV04633837	STREETS
E 101-200-55-25-4210	Operating Supplies	\$26.31	INV04633837	PARKS
E 301-000-00-25-4210	Operating Supplies	\$26.31	INV04633837	WATER
E 401-000-00-25-4210	Operating Supplies	\$26.31	INV04633837	SEWER
E 601-000-00-25-4210	Operating Supplies	\$26.31	INV04633837	STORM SEWER
E 501-000-00-25-4210	Operating Supplies	\$26.31	INV04633837	LIQUOR
E 101-300-75-25-4210	Operating Supplies	\$26.31	INV04633837	POLICE
otal AMERICAN SOLUTINS FOR BUSINESS		\$342.19		
Paid Chk# 082116 2/19/2020 ARTISAN BEER COMPANY				
E 501-000-00-27-4263	Purchases - Beer	\$53.50	3404953	BEER
Total ARTISAN BEER COMPANY		\$53.50		
Paid Chk# 082117 2/19/2020 BERNICKS PEPSI				
E 501-000-00-27-4263	Purchases - Beer	\$2,253.35	86545	BEER
E 501-000-00-27-4265	Purchases - Mix/Pop	\$60.69	86546	MIX
Total BERNICKS PEPSI		\$2,314.04		
Paid Chk# 082118 2/19/2020 BIG LAKE CENTER OWNERS ASSOC.				
E 501-000-00-25-4590	Water/Sewer Utilities	\$7.74		PLAZA WATER/SEWER FEB
E 501-000-00-25-4570	Electricity	\$16.38		LAKE PLAZA ELEC FEB
E 501-000-00-25-4570	Electricity	\$4.50		LAKE PLAZA LIQUOR SIGN FEB
E 501-000-00-25-4590	Water/Sewer Utilities	\$7.63		LAKE PLAZA WATER/SEWER JAN
E 501-000-00-25-4570	Electricity	\$17.26		LAKE PLAZA ELEC JAN
E 501-000-00-25-4570	Electricity	\$5.09		LAKE PLAZA LIQUOR SIGN JAN
Total BIG LAKE CENTER OWNERS ASSOC.		\$58.60		
Paid Chk# 082119 2/19/2020 BREAKTHRU BEVERAGE				
E 501-000-00-27-4262	Purchases - Liquor	\$1,205.08	1081100714	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$304.00	1081100714	WINE
E 501-000-00-27-4263	Purchases - Beer	\$122.75	1081100715	BEER
Total BREAKTHRU BEVERAGE		\$1,631.83		
Paid Chk# 082120 2/19/2020 C&L DISTRIBUTING COMPANY				
E 501-000-00-27-4263	Purchases - Beer	\$372.40	1067001467	BEER
Total C&L DISTRIBUTING COMPANY		\$372.40		
Paid Chk# 082121 2/19/2020 C&R CARPET RESTORATION				
E 101-100-20-25-4217	Cleaning Services	\$127.78	5846	POLICE/LIBRARY BLDG CLEANING
Total C&R CARPET RESTORATION		\$127.78		
Paid Chk# 082122 2/19/2020 CARLOS CREEK WINERY				
E 501-000-00-27-4264	Purchases - Wine	\$306.00	18799	WINE
Total CARLOS CREEK WINERY		\$306.00		
Paid Chk# 082123 2/19/2020 CHARTER COMMUNICATIONS				
E 101-100-15-25-4230	Telephone/Internet	\$77.01	000763002102	CITY HALL
Total CHARTER COMMUNICATIONS		\$77.01		
Paid Chk# 082124 2/19/2020 ELLINGSON, STEPHANIE				
G 280-2026	Farmer Markets Token Payable	\$10.00		CC TOKENS FEB



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
E 280-000-00-25-4212	Other Operations Expenses	\$8.00		PROMOTION TOKENS FEB
E 280-000-00-25-4212	Other Operations Expenses	\$5.00		MARKET BUCKS FEB
Total ELLINGSON, STEPHANIE		\$23.00		
Paid Chk# 082125 2/19/2020 FELDEVERD, ALLEN				
G 280-2026	Farmer Markets Token Payable	\$25.00		CC TOKENS FEB
E 280-000-00-25-4212	Other Operations Expenses	\$7.00		PROMOTION TOKENS FEB
Total FELDEVERD, ALLEN		\$32.00		
Paid Chk# 082126 2/19/2020 GOULD, JOHN				
E 280-000-00-25-4212	Other Operations Expenses	\$6.00		PROMOTION TOKENS FEB
Total GOULD, JOHN		\$6.00		
Paid Chk# 082127 2/19/2020 HOPKINS, JOHNATHAN				
G 280-2026	Farmer Markets Token Payable	\$25.00		CC TOKENS FEB
E 280-000-00-25-4212	Other Operations Expenses	\$10.00		PROMOTION TOKENS FEB
Total HOPKINS, JOHNATHAN		\$35.00		
Paid Chk# 082128 2/19/2020 JOHNSON BROTHERS WHOLESALE				
E 501-000-00-27-4262	Purchases - Liquor	\$1,555.14	1499529	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$249.96	1499530	WINE
E 501-000-00-27-4262	Purchases - Liquor	\$80.10	1499565	LIQUOR
E 501-000-00-27-4262	Purchases - Liquor	\$15,377.89	1503043	LIQUOR
E 501-000-00-27-4265	Purchases - Mix/Pop	\$91.00	1503045	MIX
E 501-000-00-27-4262	Purchases - Liquor	\$512.90	1503046	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$964.50	1503047	WINE
E 501-000-00-27-4264	Purchases - Wine	\$82.75	585454	WINE
E 501-000-00-27-4264	Purchases - Wine	\$99.50	586687	WINE
E 501-000-00-27-4262	Purchases - Liquor	(\$135.00)	590453	CREDIT
E 501-000-00-27-4262	Purchases - Liquor	(\$14.74)	590659	CREDIT
E 501-000-00-27-4262	Purchases - Liquor	(\$94.00)	590660	CREDIT
Total JOHNSON BROTHERS WHOLESALE		\$18,770.00		
Paid Chk# 082129 2/19/2020 KOPLA, UMUT				
E 280-000-00-25-4212	Other Operations Expenses	\$3.00		PROMOTION TOKENS FEB
Total KOPLA, UMUT		\$3.00		
Paid Chk# 082130 2/19/2020 LIFTOFF, LLC				
E 101-105-75-25-4130	Computers/Software	\$3,360.00	4884RENEW3	OFFICE 365 ANNUAL RENEWAL POLICE
Total LIFTOFF, LLC		\$3,360.00		
Paid Chk# 082131 2/19/2020 MILK AND HONEY CIDERS				
E 501-000-00-27-4263	Purchases - Beer	\$132.00	6631	BEER
Total MILK AND HONEY CIDERS		\$132.00		
Paid Chk# 082132 2/19/2020 MN DEPT OF HEALTH				
E 301-000-00-20-4160	Testing	\$8,981.00		QTR 1 TESTING
Total MN DEPT OF HEALTH		\$8,981.00		
Paid Chk# 082133 2/19/2020 MN NCPERS LIFE				
G 101-2180	PERA Life Insurance Payable	\$48.00	342600	PERA LIFE
Total MN NCPERS LIFE		\$48.00		
Paid Chk# 082134 2/19/2020 OFFICE DEPOT				
E 101-100-05-25-4210	Operating Supplies	\$4.26	429432655001	MAYOR/COUNCIL SUPPLIES
E 101-100-10-25-4210	Operating Supplies	\$4.26	429432655001	PLANNING SUPPLIES
E 101-200-40-25-4210	Operating Supplies	\$4.26	429432655001	ENGINEERING SUPPLIES
E 101-100-25-25-4210	Operating Supplies	\$8.53	429432655001	EDA SUPPLIES
E 101-100-30-25-4210	Operating Supplies	\$8.53	429432655001	BUILDING SUPPLIES



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Cks 2/7/2020 - 2/19/2020

			Check Amt	Invoice	Comment
E 101-100-15-25-4210	Operating Supplies		\$55.53	429432655001	CITY HALL SUPPLIES
E 101-100-25-25-4210	Operating Supplies		\$6.89	437030177001	EDA SUPPLIES
E 101-100-05-25-4210	Operating Supplies		\$7.83	437204127001	MAYOR/COUNCIL SUPPLIES
E 101-100-10-25-4210	Operating Supplies		\$7.83	437204127001	PLANNING SUPPLIES
E 101-200-40-25-4210	Operating Supplies		\$7.83	437204127001	ENGINEERING SUPPLIES
E 101-100-25-25-4210	Operating Supplies		\$15.66	437204127001	EDA SUPPLIES
E 101-100-30-25-4210	Operating Supplies		\$15.66	437204127001	BUILDING SUPPLIES
E 101-100-15-25-4210	Operating Supplies		\$101.82	437204127001	CITY HALL SUPPLIES
E 101-200-50-25-4210	Operating Supplies		\$25.26	438447580001	PUBLIC WORKS SUPPLIES
E 101-200-55-25-4210	Operating Supplies		\$25.27	438447580001	PUBLIC WORKS SUPPLIES
E 101-200-50-25-4210	Operating Supplies		\$7.87	438447581001	PUBLIC WORKS SUPPLIES
E 101-200-55-25-4210	Operating Supplies		\$7.87	438447581001	PUBLIC WORKS SUPPLIES
E 101-100-05-25-4210	Operating Supplies		\$6.39	439223963001	MAYOR/COUNCIL SUPPLIES
E 101-100-10-25-4210	Operating Supplies		\$6.39	439223963001	PLANNING SUPPLIES
E 101-200-40-25-4210	Operating Supplies		\$6.39	439223963001	ENGINEERING SUPPLIES
E 101-100-25-25-4210	Operating Supplies		\$12.79	439223963001	EDA SUPPLIES
E 101-100-30-25-4210	Operating Supplies		\$12.79	439223963001	BUILDING SUPPLIES
E 101-100-15-25-4210	Operating Supplies		\$83.20	439223963001	CITY HALL SUPPLIES
E 101-200-50-25-4210	Operating Supplies		\$64.50	439425128001	PUBLIC WORKS SUPPLIES
E 101-200-55-25-4210	Operating Supplies		\$64.49	439425128001	PUBLIC WORKS SUPPLIES
Total OFFICE DEPOT			\$572.10		

Paid Chk# 082135 2/19/2020 PAGGEN, JOE					
G 280-2026	Farmer Markets Token Payable		\$20.00		CC TOKENS FEB
Total PAGGEN, JOE			\$20.00		

Paid Chk# 082136 2/19/2020 PHILLIPS WINE & SPIRITS					
E 501-000-00-27-4262	Purchases - Liquor		\$112.00	2697121	LIQUOR
E 501-000-00-27-4262	Purchases - Liquor		\$3,731.74	2704311	LIQUOR
E 501-000-00-27-4264	Purchases - Wine		\$964.50	2704312	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop		\$39.60	2704313	MIX
E 501-000-00-27-4264	Purchases - Wine		(\$56.00)	355546	CREDIT
E 501-000-00-27-4262	Purchases - Liquor		(\$3.20)	356220	CREDIT
E 501-000-00-27-4262	Purchases - Liquor		(\$2.24)	356221	CREDIT
E 501-000-00-27-4264	Purchases - Wine		(\$200.00)	356222	CREDIT
Total PHILLIPS WINE & SPIRITS			\$4,586.40		

Paid Chk# 082137 2/19/2020 PITNEY BOWES INC					
E 101-100-15-25-4235	Postage		\$382.71	3310633265	CITY HALL POSTAGE MACHINE
Total PITNEY BOWES INC			\$382.71		

Paid Chk# 082138 2/19/2020 SCHARF, SARAH					
E 101-100-05-25-4257	Contractors Hired		\$75.00		VIDEO TAPING CC MTG 2/26/20
Total SCHARF, SARAH			\$75.00		

Paid Chk# 082139 2/19/2020 SOUTHERN WINE & SPIRITS OF MN					
E 501-000-00-27-4262	Purchases - Liquor		\$2,174.43	1924033	LIQUOR
E 501-000-00-27-4264	Purchases - Wine		\$461.48	1924034	WINE
Total SOUTHERN WINE & SPIRITS OF MN			\$2,635.91		

Paid Chk# 082140 2/19/2020 VESSCO INC.					
E 301-000-00-25-4545	Repair/Maintenance Equipm		\$110.08	79050	WELL 6 REPAIRS
Total VESSCO INC.			\$110.08		

Paid Chk# 082141 2/19/2020 VIKING COCA-COLA					
E 501-000-00-27-4265	Purchases - Mix/Pop		\$295.80	2485657	MIX
Total VIKING COCA-COLA			\$295.80		



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Cks 2/7/2020 - 2/19/2020

		Check Amt	Invoice	Comment
Paid Chk# 082142 2/19/2020 WARREN, JADE				
G 280-2026	Farmer Markets Token Payable	\$10.00		CC TOKENS FEB
E 280-000-00-25-4212	Other Operations Expenses	\$4.00		PROMOTION TOKENS FEB
Total WARREN, JADE		\$14.00		
Paid Chk# 082143 2/19/2020 WINE MERCHANTS				
E 501-000-00-27-4264	Purchases - Wine	\$200.00	7274161	WINE
Total WINE MERCHANTS		\$200.00		
Paid Chk# 082144 2/19/2020 XCEL ENERGY				
E 301-000-00-25-4582	Solar	(\$39.37)		PUMPHOUSE 1 SOLAR CREDIT
E 401-000-00-25-4582	Solar	(\$81.42)		LIFT 256 CRESCENT SOLAR CREDIT
E 501-000-00-25-4582	Solar	(\$657.84)		621 ROSE DR SOLAR CREDIT
E 301-000-00-25-4582	Solar	(\$181.38)		PUMPHOUSE 601 MN SOLAR CREDIT
E 101-100-15-25-4582	Solar	(\$473.24)		CITY HALL SOLAR CREDIT
E 101-200-55-25-4582	Solar	(\$5.95)		514 FOREST RD SOLAR CREDIT
E 101-200-50-25-4582	Solar	(\$6.58)		CITY HALL ST LIGHT SOLAR CREDIT
E 101-200-50-25-4582	Solar	(\$30.86)		10 LAKE ST UNIT SIGNAL SOLAR CREDIT
E 401-000-00-25-4582	Solar	(\$465.70)		SEWER LIFT SOLAR CREDIT
E 301-000-00-25-4570	Electricity	\$376.33	302709525	PUMPHOUSE 1 JAN
E 401-000-00-25-4570	Electricity	\$197.41	302808445	LIFT 256 CRESCENT JAN
E 101-200-55-25-4570	Electricity	\$299.67	302963558	SKATING RINK JAN
E 501-000-00-25-4570	Electricity	\$84.93	302987575	621 ROSE DR JAN
E 301-000-00-25-4570	Electricity	\$61.91	303069137	PUMPHOUSE 601 MN
E 101-100-15-25-4570	Electricity	\$1,174.45	303085700	CITY HALL DEC
E 101-200-50-25-4575	Electricity (Street Lights)	\$19.65	303275744	CROSS WALK SIGN 601 MN JAN
E 401-000-00-25-4570	Electricity	\$87.11	303456004	SEWER PLANT JAN
E 401-000-00-25-4580	Natural Gas	\$25.00	303456004	SEWER PLANT JAN
E 401-000-00-25-4582	Solar	(\$18.33)	303456004	SEWER PLANT SOLAR CREDIT
E 401-000-00-25-4580	Natural Gas	\$2,576.21	303771827	SEWER PLANT JAN
E 101-200-55-25-4570	Electricity	\$19.76	303922326	514 FOREST RD JAN
E 501-000-00-25-4570	Electricity	\$1,356.24	303997372	615 ROSE DRIVE JAN
E 101-200-50-25-4575	Electricity (Street Lights)	\$49.88	304054546	CITY HALL ST LIGHT JAN
E 101-200-50-25-4575	Electricity (Street Lights)	\$45.06	304166698	ST LIUGHTS EAGLE LK RD JAN
E 401-000-00-25-4580	Natural Gas	\$1,459.32	304229382	SEWER PLANT JAN
E 101-200-50-25-4575	Electricity (Street Lights)	\$87.16	304242713	10 LAKE ST UNIT SIGNAL JAN
E 101-200-50-25-4575	Electricity (Street Lights)	\$116.14	304242721	10 LAKE ST UNIT SIGNAL JAN
E 401-000-00-25-4570	Electricity	\$1,534.22	304244893	SEWER LIFT JAN
R 401-000-4151	Refunds & Reimbursements	(\$0.05)	304244893	2018 ELEC TAX CREDIT
Total XCEL ENERGY		\$7,609.73		
1010 US BANK				
				\$516,172.13



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Cks 2/7/2020 - 2/19/2020

Check Amt Invoice Comment

Fund Summary

1010 US BANK

101 GENERAL FUND	\$296,241.04
150 CAPITAL PROJECT/LOCAL DEVELOPM	\$354.40
175 CAPITAL PROJECT/STREET IMPROVE	\$21,601.53
194 COMPUTER REPLACEMENT FUND	\$9,287.14
199 EQUIP & BLDG REPLACEMENTS	\$8,865.52
277 DWI FORFEITURE	\$2,630.93
280 FARMERS MARKET	\$401.68
301 WATER ENTERPRISE FUND	\$22,979.23
399 WATER -EQUIP/BLDG REPLCMNT FUN	\$33.00
401 SEWER ENTERPRISE FUND	\$28,143.64
499 SEWER-EQUIP/BLDG REPLCMNT FUND	\$2,750.25
501 LIQUOR ENTERPRISE FUND	\$122,290.87
601 STORM SEWER ENTERPRISE FUND	\$592.90
	<hr/>
	\$516,172.13



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Gina Wolbeck, City Clerk</i>	Meeting Date: <i>2/26/2020</i>	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6B
Item Description: <i>February 12, 2020 City Council Workshop Minutes</i>		Reviewed By: <i>Clay Wilfahrt, City Administrator</i>	
		Reviewed By: <i>N/A</i>	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the February 12, 2020 City Council Workshop Minutes as presented.

BACKGROUND/DISCUSSION

The February 12, 2020 City Council Workshop Minutes are attached for Council's review

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

Workshop Minutes

**BIG LAKE CITY COUNCIL
WORKSHOP MINUTES
FEBRUARY 12, 2020**

1. CALL TO ORDER

Mayor Wallen called the meeting to order at 5:00 p.m.

2. ROLL CALL

Council Members present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. Also present: City Administrator Clay Wilfahrt, Finance Director Deb Wegeleben, City Engineer Layne Otteson, City Clerk Gina Wolbeck, and Assistant Liquor Store Manager Lisa Miller.

3. PROPOSED AGENDA

Council Member Knier motioned to adopt the proposed Agenda as presented. Seconded by Council Member Zettervall, unanimous ayes, Agenda adopted.

4. BUSINESS

4A. Street Pavement Update

Layne Otteson reviewed past Workshop discussion relating to existing pavement condition, life cycle, rehabilitation options and preliminary costs of street pavement projects. Otteson discussed the need to look at short-term and long-term improvements and how those improvements can affect the City's debt. Otteson noted that the City intern completed a street rating 3-years ago, Otteson recommended the City utilize a third party consultant to provide detailed insight into pavement preservation and costs. Otteson stressed the need to have our streets last longer, noting that maintenance is vital. Otteson also discussed that the risk exposure is on Hiawatha Avenue, Lakeshore Drive, and Highline Drive. Otteson informed Council that he will bring back quotes from consulting firms who offer this type of service. Clay Wilfahrt discussed that we can utilize the data that we have, take steps to refine what we have, and determine the most cost efficient way to maintain our streets for the next 20 years. Otteson expressed that smart choices now, will pay off in the future.

Council Member Knier questioned the street rating work done by the intern, and whether there is a need to spend more money on further review of the data. Otteson explained that some of it has to do with experience, and that different transportation professionals might recognize other items than what Staff picked up on, and noted that another set of eyes would be beneficial. Otteson estimated that hiring a consultant would cost less than \$5,000. Wilfahrt expressed that

the intern has some training but not necessarily adequate experience, and noted that right now we just have raw data that needs to be refined.

Council Member Zettervall asked if Staff has any concern that the data we have is 3 years old. Otteson noted that he does have some concern, noting that we could consider re-doing the rating study in 2021.

4B. Freedom Rock Discussion

Clay Wilfahrt provided an update on the status of the Freedom Rock project. Wilfahrt reviewed that the project was initially approved to be placed at the Veteran's Memorial site. Since that time, Staff and Council have fielded concerns that the Veteran's Memorial site may not be the most appropriate location. Staff has been in discussions with various entities including the Freedom Rock group, Council Member Knier, Staff, and the Big Lake American Legion Post 147. Based on feedback received from these entities, they were in favor of locating the rock at Lakeside Park, and there appears to be agreement amongst all the groups. Staff will be meeting with the Big Lake Beyond the Yellow Ribbon Organization in the next couple weeks to get feedback from that group. Wilfahrt noted that the Freedom Rock organizers have indicated that the placement of the rock is projected for some time this spring or summer so we will have some site prep work to do that will require some Staff hours. Otteson discussed the identified site at Lakeside Park which is near the well house and Lakeshore Drive, and could potentially include a mural on the wellhouse. Discussion was also held that parking will also be more accessible for people visiting the site.

4C. City Commissioner Appointment Discussion

Mayor Wallen reviewed discussions from the last Council Workshop relating to the appointment of commissioners to various City boards. Wallen noted that Council tabled the item for further discussion at a future Workshop and reopened the item for further Council discussion.

Council Member Hansen stated he is in favor of leaving the appointment process as is, noting that Council does receive all application materials submitted by interested persons. Hansen also stated that he would like to see the Council committee representatives give background information on candidates when the appointment item is brought to Council for consideration. Hansen discussed that it would be beneficial to have discussions at Workshop before the item is brought to Council for final consideration.

Council Member Zettervall clarified that appointments are made for all City commissions, not just the Planning Commission. Zettervall reviewed the last appointment process done for the Planning Commission and stated that he feels the best applicant was recommended for appointment. He doesn't see a problem with the current process, and also understands that Council needs to have a say in the appointments of their commissioners. Zettervall stated that he feels Council does have the ultimate say in the current process, and suggested that the Council liaison come back to the Council and provide more information about the applicants using set criteria as to why a particular person is recommended for appointment. Zettervall also

indicated that Council Members do have the option to attend those meetings as well, noting that Council Members should also be reviewing application materials that are provided in meeting packets. Zettervall stated that he supports staying with the status quo process, noting that he thinks Council is involved and makes the ultimate decision, but if we want to make it a Council only decision, he would be open to that as well.

Council Member Johnson stated that she feels status quo has worked well and doesn't feel we need to change the process. Johnson stressed that Council does already make the final appointment decision, and if people are unhappy with the decision, they can take appropriate steps at the next election. Johnson was in favor of having the Council committee representative provide information on applicants, especially when there is competition for a seat, which she stressed is rare. Johnson stated her concern that if we just have Council make the decision alone, we will lose the diversity that exists on our commissions, which currently represents the community as a whole. The more opinions and thought we have in the process, the better the result. Johnson stated that she likes staying with status quo but could live with the hybrid option if that is the consensus of the Council.

Council Member Knier stated the only problem he has is this idea that we can't go against our commissions. Knier stated that while he respects our commissioners, he is concerned that this Council has stated previously that they would be loath to go against our commissioners. Council Member Johnson stressed that Council Members should be applying their own judgement, but also recognized that when a committee unanimously votes on an issue, it can be dangerous for this body to disregard their vote. Council Member Knier stressed that the citizens of Big Lake should have a stronger voice in who is appointed to commissions, and questioned what happens if a resident isn't happy with operations of the Planning Commission. Discussion was held that the City Council would review complaints regarding the Planning Commission operations, and that all Commissioners serve at the direction of the Council.

Mayor Wallen stated that he feels commissioners don't feel obligated to vote unanimously with their counterparts. Wallen stated that he likes the hybrid option, but is open to tightening up the current process to include an update from the committee representative, and to discuss during Workshop prior to Council appointment.

Clay will work with staff to communicate better about applicants and how a commission decided who to recommend. Mayor Wallen recommended that applicants be clearly notified that appointment will be considered by the Council and that the appointment isn't final until the Council officially approves the appointment. Discussion was held to possibly put appointments on regular agenda instead of the consent agenda.

4D. New Ideas Discussion

Council Member Johnson questioned why the City charges a single-family rental registration fee but doesn't actually conduct an inspection. Mayor Wallen reviewed what a typical inspection would include which generally are considered "life, safety, and health inspections". Discussion was held that the cost of inspections would need to be covered by the property owner. Council

Member Hansen discussed concerns with our ISO rating going up due to the lack of inspections being done on rental properties and commercial businesses. Deb Wegeleben discussed business licensing as an avenue to conduct inspections for businesses. Clay Wilfahrt reviewed that the rental registration program was enacted due to law enforcement's concerns about a high number of criminal activities at rental units and the City needed to have a method of recourse for these properties. Council directed staff to look at options available for requiring inspections for all rental properties.

5. **OTHER**

6. **ADJOURN**

Council Member Zetervall motioned to adjourn at 5:47 p.m. Seconded by Council Member Knier unanimous ayes, motion carried.

City Clerk

Date Approved By Council



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Gina Wolbeck, City Clerk</i>	Meeting Date: <i>2/26/2020</i>	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6C
Item Description: <i>February 12, 2020 City Council Regular Meeting Minutes</i>		Reviewed By: <i>Clay Wilfahrt, City Administrator</i>	
		Reviewed By: <i>N/A</i>	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the February 12, 2020 City Council Regular Meeting Minutes as presented.

BACKGROUND/DISCUSSION

The February 12, 2020 City Council Regular Meeting Minutes are attached for Council's review

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

Regular Meeting Minutes

**BIG LAKE CITY COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 12, 2020**

1. CALL TO ORDER

Mayor Mike Wallen called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Council Members present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. Also present: City Administrator Clay Wilfahrt, Finance Director Deb Wegeleben, Community Development Director Hanna Klimmek, City Engineer Layne Otteson, Police Chief Joel Scharf, Deputy Chief Matt Hayen, City Clerk Gina Wolbeck, Assistant Fire Chief Mark Hedstrom, and Assistant Liquor Store Manager Lisa Miller.

4. OPEN FORUM

Mayor Wallen opened the Open Forum at 6:01 p.m. No one came forward. Mayor Wallen closed the Open Forum at 6:02 p.m.

5. PROPOSED AGENDA

Council Member Knier motioned to adopt the proposed Agenda as presented. Seconded by Council Member Johnson, unanimous ayes, Agenda adopted.

6. CONSENT AGENDA

Council Member Hansen motioned to approve the Consent Agenda as presented. Seconded by Council Member Knier, unanimous ayes, Consent Agenda approved. The Consent Agenda consists of: 6A. Approve List of Claims, 6B. Approve Council Workshop Minutes of January 22,

2020, 6C. Approve Regular Council Meeting Minutes of January 22, 2020, 6D. Approve Resolution No. 2020-07 Authorizing the Advance of Municipal State Aid Street Funds, 6E. Approve Resolution No. 2020-08 Appointing Election Judges for the March 3, 2020 Presidential Nomination Primary Election, 6F. Approve Printer Equipment Agreement with Marco, 6G. Approve 2019 Inter-Fund Transfers, 6H. Approve Resolution No. 2020-09 approving the 2019 Budget Amendment, 6I. Approve Farmers Market Rules and Regulations Policy Updates, 6J. Approve Resolution No. 2020-10 in Support for a MN GreenCorps Host Site Application, 6K. Approve Resolution No. 2020-11 authorizing a Tobacco License to Frontier MN LLC doing business as Market Place Express to Operate at 16777 Market Place Drive, Big Lake, 6L. Accept Resignations from Part-time Public Works Employees Jerad Storlien and Blake Koshiol, and 6M. Approve the Purchase of Two Public Works Vehicles.

7. BUSINESS

7A. Oath of Office – Police Sergeant Tom Kucala and Police Officer Tyler Hecht

Joel Scharf introduced Tom Kucala who was promoted to the rank of Sergeant in 2019, and new Police Officer Tyler Hecht that started service with the Police Department in January 2020. Deputy Chief Matt Hayen presented a video showcasing both Kucala and Hecht.

Mayor Wallen conducted a Swearing in Ceremony for Kucala and Hecht who took the Sergeant/Patrol Officer Oath's of Office.

Scharf thanked all members of the Police Department and recognized Council, citizens and staff for their support of officers that serve Big Lake.

7B. Presentation - Big Lake Public Library Annual Report

Great River Regional Library Services Coordinator Jeannette Burkhardt presented an annual report on services provided by the Big Lake Public Library. Burkhardt provided statistical information on collection, circulation, and email upgrades along with updates on programs, events, the increase in the use of the self-checkout machine, the Read Down Your Fines/Fines Forgiveness programs, social media improvements, and the mobile library concept that was held during ECFE in the Park events. Burkhardt also reviewed MCIT safety audit findings, and discussed the Locally Grown fundraising drive during the month of March. Council thanked Burkhardt for the update on the Big Lake Public Library.

7C. Donations – Big Lake Veteran's Memorial

Deb Wegeleben reviewed cash donations received from various organizations and individuals towards the construction of the Big Lake Veteran's Memorial. Wegeleben noted that a total of \$7,755 was donated towards the project from May 15, 2019 through January

30, 2020, bringing the total cash and in-kind donations, along with interest earned from the fund, to \$96,408.81. The total project cost was \$94,592.05, which leaves \$1,816.76 in excess funds to be used for future expenditures such as adding names to the memorial. Council thanked all contributors to this project.

Council Member Zettervall motioned to approve Resolution No. 2020-12 accepting cash donations from various organizations and individuals towards the Big Lake Veteran's Memorial Fund totaling \$7,755. Seconded by Council Member Hansen, unanimous ayes, motion carried.

7D. Appointment of Water/Wastewater Operator II Candidates

Layne Otteson reviewed the selection process to fill the two vacant Water/Wastewater Operator II positions. Interviews were held on February 11/12, 2020. The interview panel has recommended the appointment of Dana Mattson to fill one of the two vacant Water/Wastewater Operator II positions contingent upon a satisfactory background investigation.

Council Member Knier motioned to approve the appointment of Dana Mattson to fill one of the two vacant Water/Wastewater Operator II positions contingent upon a satisfactory background investigation. Seconded by Council Member Johnson, unanimous ayes, motion carried.

7E. Monthly Department Reports

Fire Department – Assistant Fire Chief Mark Hedstrom provided statistical information on calls for service for the month of January. Hedstrom also reviewed training activities including an EMR Refresher course and Wrestling 4 Life dedicated to stopping the suicide epidemic of our first responders. Hedstrom discussed the weight room relocation/update project, new officer assignments, designating Kevin Kreuger as the Firefighter of the Year, reviewed firefighter anniversaries recognizing Ken Halverson on 30 years of service, and discussed the March 7 Big Lake Fire Department Chili Cook-off fundraiser that will support the Big Lake Food Shelf. Hedstrom also reminded the public to move over for stopped emergency and service vehicles.

Police Department – Joel Scharf updated Council on police statistics, calls for service, and self-initiated policing activities for the month of January. Scharf reviewed the new squad cars that have arrived, discussed new lighting and logo on the squads, reviewed quarterly firearms training, recapped the Sherburne County Attorney's update, discussed recent significant arrests, DWI trends, and overall increased crime throughout the State of MN. Scharf recognized Officer Guy Chaffee and Canine Bruno for receiving the Top Rookie Dog Award at the USPCA Trials, and discussed Investigator Berg's bomb detection canine duties at the Xcel Arena with canine Zakira.

Engineering/Public Works Department – Layne Otteson provided an update on engineering projects underway in the City and activities in the various areas of the Public Works Department. Otteson discussed the 2020 Street and Utility Improvement Project noting that sidewalk workshops have been scheduled for February 19 and 20, provided an update on the Safe Routes to School Program, noted that development inquiries continue to increase, reviewed residential and right-of-way permits, and noted that he attended MNDOT meetings and has been working on various reports to State agencies. Otteson introduced newly hired Streets/Parks Operator II employees Brett Johnson and Brandon Greenwald, discussed the re-advertising of the Water/Wastewater Operator II positions which generated submittal of more applications, reviewed the City's AIS Program, presented information on the Freedom Rock project, and discussed equipment needs of the department. Otteson also discussed the Wastewater Treatment Plant Expansion project, reviewed snow plowing activities for January, discussed the recent joint workshop between Public Works staff and Police Department staff, and discussed staffing within the department.

8. ADMINISTRATOR'S REPORT

Clay Wilfahrt discussed the information he presented at the legislative forum held in Buffalo regarding disproportionate education funding and how the disparity in funding between metro school districts compared to outlying school districts can negatively affect communities as a whole. Wilfahrt also discussed the City's hiring methods and Staff's recruitment efforts to ensure that we get the best person to fill vacant positions. Wilfahrt indicated that the State's Education Commissioner will be in attendance at the Technical Education Summit at Big Lake High School, and invited Council Members to attend the upcoming Legislative Conference.

9. MAYOR & COUNCIL REPORTS and QUESTIONS/COMMENTS

Mayor Wallen: Discussed the February BLEDA Meeting, reviewed the Education Legislation Session held in Buffalo, and discussed the Fire Department Strategic Plan meeting. Mayor Wallen informed Council that the full strategic planning session will be held on February 22.

Council Member Hansen: Reviewed the recent CMRRPP Meeting.

Council Member Johnson: Discussed the February BLEDA, BLCE, and BLCLA Meetings, and encouraged citizens to participate in the upcoming Lake Clean-up Day event at the end of February.

Council Member Knier: Reviewed the Freedom Rock committee meeting, and noted that he attended a gathering of the Big Lake Senior Group.

Council Member Zettervall: Reviewed the January Parks Advisory Committee Meeting and the February Planning Commission Meeting. Council Member Zettervall discussed his attendance at the League of Minnesota Cities Elected Leaders Conference.

10. **OTHER** - No other.

11. **ADJOURN**

Council Member Hansen motioned to adjourn at 7:06 p.m. Seconded by Council Member Knier, unanimous ayes, motion carried.

Clerk

Date Approved By Council _____



AGENDA ITEM

Big Lake City Council

Prepared By: Deb Wegeleben, Finance Director	Meeting Date: 2/26/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6D
Item Description: Windows and doors replacements at City Hall		Reviewed By: Clay Wilfahrt, City Administrator Reviewed By: N/A	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the construction proposal from Ken Geroux Construction Corporation to replace the windows and doors at City Hall.

BACKGROUND/DISCUSSION

As discussed at the 1/22/20 workshop, the windows and exterior doors in the City Hall building are in need of replacement. Due to the age of the building, and the lack of maintenance done on the infrastructure, staff has been dealing with a rapid decline in the integrity of the exterior windows and doors. The windows and doors are well beyond their expected lifespan. Issues of concern include:

- Draft issues - During the winter weather months, staff is able to feel cold air coming through most of the windows in the building.
- Exterior Staff Doors - The Exterior Staff doors do not shut/lock properly during times of cold temperatures. This elevates safety concerns throughout the public building.
- Circuit Breaker concerns - Due to the amount of cold air coming through the windows, it has been necessary to run electric space heaters in some areas of the building. The extra electrical capacity has causes issues with the circuit breakers. In order to not trip the circuit breaker, staff has had to either not run the space heater or work in the dark. Both options are very inefficient.
- Energy Efficiency – Installing commercial replacement windows can significantly improve a building’s energy efficiency. It is without question that the City is paying excessive heating costs due to the window and door issues. Just the cost to run numerous electrical space heaters alone can increase the overall utility expenses of a facility this size.
- Integrity of the current windows/doors – Overall, the windows in the building have experienced broken framing, condensation build-up, scratched panes, numerous broken seals, inability to open, locking/unlocking issues, cracked/peeling caulking, old weather stripping, loosened sashes, rotting internal structures, missing and damaged screens, etc. The doors do not seal properly at the front entrance and the entrance by the senior center. As stated previously, the Staff entrance doors do not close/lock properly in extreme cold.

At the workshop, Council directed staff to obtain an updated proposal from Ken Geroux Construction and to bring that proposal forward for approval. The updated cost for the much needed repairs is \$59,847.22. The increase in the updated proposal is due to the increase cost of the windows as of 1/1/2020.

FINANCIAL IMPACT

The project will be funded with CIP funds that have been allocated for remodel and improvement of the City Hall building.

STAFF RECOMMENDATION

Approve the updated proposal for the replacement of windows and doors at City Hall.

ATTACHMENTS

Updated proposal from Ken Geroux Construction Corporation.



Lic.# 2757

Ken Geroux Construction Corporation

17211 198th Avenue NW P.O. Box 677 Big Lake, MN 55309

Office: 763-263-6878 Fax: 763-263-5686

Construction Proposal

January 28, 2020
City of Big Lake--Windows and Doors
160 Lake Street North
Big Lake, MN 55309

Ken Geroux Construction Corporation
17211 198th Ave NW
Big Lake, Minnesota 55309
763-263-6878 Office
763-263-5676 Fax

Proposal

October 3, 2019

Between the Owner: **City of Big Lake**
 160 Lake Street North
 Big Lake, MN 55309
 (763) 263-2107

And the Contractor: **Ken Geroux Construction Corporation**
 17211 198th Ave NW
 Big Lake, Minnesota 55309
 BC-002757
 763-263-6878 Office

For the Project: **City of Big Lake--Windows and Doors**
 160 Lake Street North
 Big Lake, MN 55309

SCOPE OF WORK: Window and Door Replacement to Include:

Manipulate furnishings and prep work area as required
Remove (28) windows
Remove (2) entrance doors
Inspect structure
Install (27) 44.5" x 46.5" sliding window units
Install (1) 44.5" x 46.5" sliding window unit with tempered glass
Install (2) commercial full view entrance doors with hardware
Install closed cell foam insulation perimeter of each opening
Install interior and exterior trim as required for all windows and doors
Adjust and service entrance door to Food Shelf
Clean-up and disposal discarded windows and construction debris

All windows to be Pella Impervia fiberglass window units with foam filled frames and Low E / Argon filled glass. Half screen included.

SPECIAL CONDITIONS:

Estimate is for the scope of work as listed above. Any additions or deletions from the scope of work if requested or required may affect final project costs.

Estimate does not include repair of structure or hidden issues if discovered during construction.

Estimate does not include interior or exterior painting or staining (except for interior trim if required)

Estimate does not include outside service for security systems if required or automatic door operators if required

TOTAL BASE PRICE:

\$59,847.22

Payment Agreement: To be agreed

Acceptance of Agreement

Contractor Signature

Owner Signature



AGENDA ITEM

Big Lake City Council

Prepared By: Hanna Klimmek, Community Development Director	Meeting Date: 2/26/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6E
Item Description: Resignation of Administrative Assistant Trisha Lindahl		Reviewed By: Clay Wilfahrt, City Administrator	
		Reviewed By: Deb Wegeleben, Finance Director	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be accepting the resignation of Community Development Administrative Assistant Trisha Lindahl, effective February 28, 2020.

BACKGROUND/DISCUSSION

Community Development Administrative Assistant Trisha Lindahl, has accepted another position with the City of Fridley. Her last day with the City of Big Lake will be on February 28, 2020. Trisha began her employment with the City of Big Lake on May 3, 2016 and since that time has been a great asset to Big Lake Community Development.

We wish Trisha the best in her new role with the City of Fridley!

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends accepting the resignation of Administrative Assistant Trisha Lindahl.

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: Hanna Klimmek, Community Development Director	Meeting Date: 2/26/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6F
Item Description: Appointment of City Planner Amy Barthel	Reviewed By: Clay Wilfahrt, City Administrator		
	Reviewed By: Deb Wegeleben, Finance Director		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving an offer of employment to Amy Barthel for the City Planner position. Contingent upon a successful background investigation.

BACKGROUND/DISCUSSION

Staff is requesting that Council authorize the hiring of Amy Barthel to the vacant City Planner position.

The City Planner position is a Grade 12 position. Amy’s starting salary will be at a step 2 on the City’s pay scale. She will advance to a step 3 after a 6-month probation period and positive performance review.

Amy has been the Associate Planner for the City of Roger’s since 2017 and is a graduate of St. Cloud State University with a Bachelor of Arts in Planning and Community Development.

Amy will begin her employment with the City of Big Lake on Monday, March 16, 2020 contingent upon a successful background check that is currently in process.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that Council consider and approve an offer of employment to Amy Barthel for the City Planner position.

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Deb Wegeleben, Finance Director</i>	Meeting Date: <i>2/26/2020</i>	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6G
Item Description: <i>Drug and Alcohol Testing for Commercial Drivers Policy</i>		Reviewed By: <i>Clay Wilfahrt, City Administrator</i>	
		Reviewed By: <i>Gina Wolbeck, City Clerk; Layne Otteson, City Engineer/Public Works Director; and Nick Abel Streets/Parks Supervisor</i>	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the Drug and Alcohol Testing for Commercial Drivers

BACKGROUND/DISCUSSION

Currently there has been a change in the federal regulations pertaining to Drug and Alcohol testing for commercial drivers. This change lead to the implementation of the new policy for drug and alcohol testing for commercial drivers. Staff reached out to the League of Minnesota Cities and used the template that the league had created to create the City’s policy. Staff also has sent the policy to the City’s attorney for review.

The main change in the policy from previous policies is the new reporting requirements that began on January 6, 2020. In accordance with the Federal Motor Carrier Safety Administration (FMCSA), the City will report any new hires as well as any negative test results to the Commercial Driver’s License (CDL) Drug and Alcohol Clearing house.

Currently the only employees that the City is required to do drug and alcohol testing is our Public Works employees that have a CDL licenses. In addition, this testing is done as a pre-employment requirement and then the drivers are part of a random pool that are chosen for random testing throughout the year. The City does contract with FSSolution to maintain the random pool for testing.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

To approve the recommended policy

ATTACHMENTS

City of Big Lake Drug and Alcohol Testing for Commercial Drivers policy



CITY OF BIG LAKE

**DRUG AND ALCOHOL
TESTING FOR
COMMERCIAL DRIVERS
POLICY**

Adopted by Big Lake City Council – February 26, 2020

Contents

Purpose and Objectives	3
Persons Subject to Testing & Types of Tests	3
Pre-Employment Testing	4
Post-Accident Testing	5
Post – Accident Controlled Substance Testing	5
Post- Accident Alcohol Testing	5
Random Testing	6
Reasonable Suspicion Testing	6
Return-to-Duty Testing	7
Follow-Up Testing	7
Cost of Required Testing	8
Prohibited Conduct	8
Under the influence of alcohol when reporting for duty or while on duty	8
Refusal to Submit to a Required Alcohol or Controlled Substance Test	8
Collection and Testing Procedures	10
Review of Test Results	11
Notification of Test Results	12
Consequences for Drivers Engaging in Prohibited Conduct	12
Loss of CDL License for Traffic Violations in Commercial and Personal Vehicles	14
Definitions	15

Drug and Alcohol Testing for Commercial Drivers Policy

Purpose and Objectives

The City of Big Lake (“City”) has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The City is concerned about providing a safe workplace for its employees, and while the City does not intend to intrude into the private lives of its employees, it is the goal to provide a work environment conducive to maximum safety and optimum work standards. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers’ compensation claims, higher insurance rates, and an increase in theft of city property. The use, possession, manufacture, sale, transportation, or other distribution of controlled substance or controlled substance paraphernalia and the unauthorized use, possession transportation, sale, or other distribution of alcohol is contrary to this policy and jeopardizes public safety.

In response to regulations issued by United States Department of Transportation (“DOT”), the City has adopted this Policy on Alcohol and Controlled Substances for employees who hold a commercial driver’s license (CDL) to perform their duties.

Given the significant dangers of alcohol and controlled substance use, each applicant and driver must abide by this policy as a term and condition of hiring and continued employment. Moreover, federal law requires the City to implement such a policy.

To ensure this policy is clearly communicated to all drivers and applicants, and in order to comply with applicable federal law, drivers and applicants are required to review this policy and sign the “Certificate of Receipt” portion.

Because changes in applicable law and the City’s practices and procedures may occur from time to time, this policy may change in the future, and nothing in this policy is intended to be a contract, promise, or guarantee the City will follow any particular course of action, disciplinary, rehabilitative or otherwise, except as required by law. This policy does not in any way affect or change the status of any at-will employee.

Any revisions to the Federal Omnibus Transportation Employee Testing Act and Federal Motor Carrier Safety Administration (FMCSA) regulations will take precedent over this policy to the extent the policy has not incorporated those revisions.

Persons Subject to Testing & Types of Tests

All employees are subject to testing who job duties include performing “safety-sensitive duties” on City vehicles that:

1. Have a gross combination weight rating or gross combination weight of 26,001 pounds or more, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or
2. Have a gross vehicle weight rating or gross vehicle weight of 26,0001 or more pounds whichever is greater; or
3. Are designed to transport 16 or more passengers, including the driver; or

4. Are of any size and are used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

The following functions are considered safety-sensitive:

- all time waiting to be dispatched to drive a commercial motor vehicle
- all time inspecting, servicing, or conditioning a commercial motor vehicle
- all time driving at the controls of the commercial motor vehicle
- all other time in or upon a commercial motor vehicle (except time spent resting in a sleeper berth)
- all time loading or unloading a commercial motor vehicle, attending the same, giving or receiving receipts for shipments being loaded or unloaded, or remaining in readiness to operate the vehicle
- all time repairing, obtaining assistance, or attending to a disabled commercial motor vehicle.

The City may test any applicant to whom a conditional offer of employment has been made and any driver for controlled substance and alcohol under any of the following circumstances:

Pre-Employment Testing

All applicants, including current employees seeking a transfer, applying for a position where duties include performing safety-sensitive duties described above, will be required to take a drug test prior to the first time a driver performs a safety-sensitive function for the City. A driver may not perform safety-sensitive functions unless the driver has received a controlled substance test result from the Medical Review Officer (“MRO”) indicating a verified negative test result. In addition to pre-employment controlled substance testing, applicants will be required to authorize in writing former employers to release alcohol test results of .04 or greater, positive controlled substance test results, refusals to test, other violations of drug and alcohol testing regulations, and completion of return to duty requirements within the preceding three years.

The City will contact the candidate’s DOT regulated previous and current employers within the last three years for drug and alcohol test results as referenced above and review the testing history if feasible before the employee first performs safety-sensitive functions for the city. Beginning in 2020, an applicant must provide consent to the city, and successfully pass a full query of the Federal Motor Carrier Safety Administration’s Clearinghouse. In addition, at least once a year, the City will conduct a limited query of the Clearinghouse for each currently employed CDL driver. If the limited query reveals that the Clearinghouse has information about resolved or unresolved drug and alcohol program violations by a candidate or current employee, he or she will be asked to provide electronic consent to a full query of the Clearinghouse (unless he or she has previously provided electronic consent). In the event a full query of the Clearinghouse reveals unresolved violation information for a candidate or current employee, the driver will not be permitted to perform safety-sensitive functions, including the operation of a Commercial Motor Vehicle and, in the case of a candidate, may have their conditional offer of employment rescinded or, in the case of a current employee, may be subject to discipline.

Post-Accident Testing

As soon as practicable following an accident involving a commercial motor vehicle operating on a public road, the City will test each surviving driver for controlled substances and alcohol when the following occurs:

- The accident involves a fatality or
- The driver receives a citation for a moving traffic violation from the accident and an injury is treated away from the accident scene or
- The driver receives a citation for a moving traffic violation from the accident and a vehicle is required to be towed from the accident scene.

The following chart summarizes when DOT post-accident testing needs to be conducted:

Type of accident involved	Citation issued to the DOT covered CDL driver?	Test must be performed by the City
Human fatality	YES	YES
	NO	YES
Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

A driver subject to post-accident testing must remain readily available or the driver will be deemed to have refused to submit to testing. This requirement to remain ready for testing does not preclude a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

Post – Accident Controlled Substance Testing

Drivers are required to submit a urine sample for post-accident controlled substance testing as soon as possible. If the driver is not tested within thirty-two (32) hours after the accident, the City will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not promptly administered.

Post- Accident Alcohol Testing

Drivers are required to submit to post-accident alcohol testing as soon as possible. After an accident, consuming alcohol is prohibited until the driver is tested. If the driver is not tested within two (2) hours after the accident, the City will prepare and maintain on file a record stating why the test was not administered within that time. If eight hours have elapsed since the accident and the driver has not submitted to an alcohol test, the City will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not administered.

The City may accept the results of a blood or breath test in place of an alcohol test and urine test for the use of controlled substances if:

- The tests are conducted by federal, state, or local officials having independent authority for the test, and

- The tests conform to applicable federal, state, or local testing requirements, and
- The test results can be obtained by the City.

Whenever such a test is conducted by a law enforcement officer, the driver must contact the City and immediately report the existence of the test, providing the name, badge number, and telephone number of the law enforcement officer who conducted the test.

Random Testing

Every driver will be subject to unannounced alcohol and controlled substance testing on a random selection basis. Drivers will be selected for testing by use of a scientifically valid method under which each driver has an equal chance of being selected each time selections are made. These random tests will be conducted throughout the calendar year. Each driver who is notified of selection for random testing must cease performing safety-sensitive functions and report to the designated test site immediately. It is mathematically possible drivers may be selected be picked and tested more than once, and others not at all.

If a driver is selected for a random test while he or she is absent, on leave or away from work, that driver may be required to undergo the test when he or she returns to work.

For 2020, federal law requires the City to test at a rate of at least fifty percent (50%) of its average number of drivers for controlled substance each year, and to test at a rate of at least ten percent (10%) of its average number of drivers for alcohol each year. These minimum testing rates are subject to change by the DOT.

Reasonable Suspicion Testing

When a supervisor has reasonable suspicion to believe a driver has engaged in conduct prohibited by federal law or this policy, the City will require the driver to submit to an alcohol and/or controlled substance test.

The City's determination that reasonable suspicion exists to require the driver to undergo an alcohol test will be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver." In the case of controlled substance, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

The required observations for reasonable suspicion testing will be made by a supervisor or other person designated by the City who has received appropriate training in identification of actions, appearance and conduct of a driver which are indicative of the use of alcohol or controlled substance. These observations leading to an alcohol or controlled substance test, will be reflected in writing and signed by the supervisor who made the observations. The record will be retained by the City. The person who makes the determination that reasonable suspicion exists to conduct testing, will not be the person conducting the testing, which shall instead be conducted by another qualified person.

Alcohol testing is authorized only if the observations are made during, just before, or just after the driver has ceased performing such functions. If a reasonable suspicion alcohol test is not

administered within two (2) hours following the determination of reasonable suspicion, the City will prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If a reasonable suspicion alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the City will prepare and maintain on file a record stating the reasons the alcohol test was not administered and will cease attempts to conduct the alcohol test.

Notwithstanding the absence of a reasonable suspicion test, no driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol use, nor will the City permit the driver to perform or continue to perform safety-sensitive functions until (1) an alcohol test is administered and the driver's alcohol concentration is less than .02; or (2) twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

Return-to-Duty Testing

The City reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policy and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers for a first positive test result.

Should the City consider reinstatement of a DOT covered driver, the driver must undergo a Substance Abuse Professional ("SAP") evaluation and participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a controlled substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP determines if the driver has completed the education/treatment as prescribed.

The employee is responsible for paying for all costs associated with the return-to-duty test. The controlled substance test will be conducted under direct observation.

Follow-Up Testing

The City reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers.

Should the City reinstate a driver following a determination by a Substance Abuse Professional (SAP) that the driver is in need of assistance in resolving problems associated with alcohol use and/or use of controlled substance, the City will ensure that the driver is subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency of such follow-up testing will be directed by the SAP and will consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. Follow-up testing will not exceed sixty (60) months from the date of the driver's return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines

such test is no longer necessary. The employee is responsible for paying for all costs associated with follow-up tests.

Follow-up alcohol testing will be conducted only when the driver is performing safety-sensitive functions, or immediately prior to or after performing safety-sensitive functions.

Cost of Required Testing

The City will pay for the cost of pre-employment, post-accident, random, and reasonable substance and alcohol testing requested or required of all job applicants and employees. The driver must pay for the cost of all requested confirmatory re-tests, return-to-duty, and follow-up testing.

Prohibited Conduct

The following conduct is explicitly prohibited by applicable DOT and FMCSA regulations and therefore constitutes violation of City policy.

Under the influence of alcohol when reporting for duty or while on duty

No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.02, but less than 0.04, will be removed from duty for 24 hours, escorted home and placed on vacation leave for hours missed from work.

On-Duty Use of Alcohol.

No driver may use alcohol while performing safety-sensitive functions.

Pre-Duty Use of Alcohol.

No driver may perform safety-sensitive functions within four (4) hours after using alcohol. If an employee has had alcohol within four hours they are to notify their supervisors before performing any safety-sensitive functions.

Alcohol Use Following an Accident.

No driver required to take a post-accident alcohol test may use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit to a Required Alcohol or Controlled Substance Test

No applicant or driver may refuse to submit to pre-employment, post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance testing.

In the event an applicant or driver does in fact refuse to submit to required alcohol or controlled substance testing, no test will be conducted. Refusal by a driver to submit to controlled substance or alcohol testing will be considered a positive test result, will cause disqualification from performing safety-sensitive functions, and may appear on the driver's permanent record. Drivers who refuse to submit to testing will be subject to discipline, up to and including termination. In accordance with the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements, beginning January 6, 2020, the City will report a driver's refusal to submit to a DOT test for drug or alcohol

use to the Clearinghouse within three business days. If an applicant refuses to submit to pre-employment controlled substance testing, any applicable conditional offer will be withdrawn.

For purposes of this section, a driver is considered to have refused to submit to an alcohol or controlled substance test when the driver:

- Fails to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received notice of the requirement for breath testing.
- Fails to provide adequate urine for controlled substance testing without a genuine inability to provide a specimen (as determined by a medical evaluation), after he or she has received notice of the requirement for urine testing.
- Fails to report for testing within a reasonable period of time, as determined by the City.
- Fails to remain at a testing site until testing is complete.
- In the case of directly observed or monitored collection, fails to permit observation or monitoring.
- Fails or declines to take a second test as required by the City and/or collector.
- Fails to undergo a medical examination as directed by the City pursuant to federal law.
- Refuses to complete and sign the alcohol testing form, to provide a breath or saliva sample, to provide an adequate amount of breath, or otherwise cooperate in any way that prevents the completion of the testing process.
- Engages in conduct that clearly obstructs the test process.

Altering or attempting to alter a urine sample or breath test

A driver altering or attempting to alter a urine sample or controlled substance test, or substituting or attempting to substitute a urine sample, will be subject to providing a specimen under direct observation. Both specimens will be subject to laboratory testing. In such case, the employee may be subject to immediate termination of employment and any job offer made to an applicant will be immediately withdrawn.

Controlled Substance Use.

No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver in writing the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Drivers must forward this information regarding therapeutic controlled substance use to the City immediately after receiving any such advice.

Having a medical marijuana card and/or a cannabis prescription from a physician does not allow anyone to use or possess that drug in the city's workplace. The federal government still classifies cannabis as an illegal drug. ***There is no acceptable concentration of marijuana metabolites in the urine or blood of an employee who performs safety-sensitive duties for the City.*** Employees are still subject to being tested under our policies, as well as for being disciplined, suspended or terminated after testing positive for cannabis while at work.

Controlled Substance Testing.

No driver may report for duty, remain on-duty or perform a safety-sensitive function if the driver tests positive for controlled substance.

Collection and Testing Procedures

Drivers are required to report immediately upon notification to the collection site. For random tests conducted off site, employees may use a City vehicle to drive to the collection site. Drivers will be expected to provide a photo ID card for identification to the collection staff. All drivers will be expected to cooperate with collection site personnel request to remove any unnecessary outer garments such as coats, sweaters or jackets and will be required to empty their pockets. Collection personnel will complete a Federal Custody and Control Form (“CCF”) which drivers providing a sample will sign as well.

Alcohol Testing.

Employees will be tested for alcohol just before, during, or immediately following performance of a safety-sensitive function. If a driver is also taking a DOT controlled substance test, generally speaking, the alcohol test is completed before the urine collection process begins. Screening tests for alcohol concentration will be performed utilizing a non-evidential screening device included by the National Highway Traffic Safety Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device (“EBT”) operated by a trained breath alcohol technician (“BAT”) at a collection site. An alcohol test usually takes approximately 15 minutes if the result is negative. If a driver’s first attempt is positive (with an alcohol concentration of .02 or greater), the driver will be asked to wait at least 15 minutes and then be tested again. The driver may not eat, drink or place anything in his/her mouth (e.g., cigarette, chewing gum) during this time. All confirmation tests will be conducted in a location that affords privacy to the driver being tested, unless unusual circumstances (e.g., when it is essential to conduct a test outdoors at the scene of an accident) make it impracticable to provide such privacy. Any results less than 0.02 alcohol concentration is considered a “negative” test result.

If the driver attempts and fails to provide an adequate amount of breath, he/she will be referred to a physician to determine if the driver’s inability to provide a specimen is genuine or constitutes a refusal to test. Alcohol test results are reported directly to the City by the collection site staff.

Controlled Substance Testing.

The City will use a “split urine specimen” collection procedure for controlled substance testing. Collection of urine specimens for controlled substance testing will be conducted by an approved collector and will be conducted in a setting and manner to ensure the driver’s privacy.

Controlled substance testing generally takes about 15 minutes. At the collection site, the driver will be given a sealed container and must provide at least 45 ml of urine for testing. Once the sample is provided the collection personnel will check the temperature and color and look for signs of contamination. The urine is then split into two separate specimen containers (A, or “primary,” and B, or “split”) with identifying labels and security seals affixed to both. The collection facility will be responsible for maintaining a proper chain of custody for delivery of the sample to a DHHS-certified laboratory for analysis. The laboratory will retain a sufficient portion of any positive sample for testing and store that portion in a scientifically acceptable manner for a minimum 365-day period.

If an employee fails to provide a sufficient amount of urine to permit a controlled substance test (45 milliliters of urine), the collector will discard the insufficient specimen, unless there is

evidence of tampering with that specimen. The collector will urge the driver to drink up to 40 ounces of fluid, distributed reasonably over a period of up to three hours, or until the driver has provided a sufficient urine specimen, whichever occurs first. If the driver has not provided a sufficient specimen within three hours of the first unsuccessful attempt, the collector will cease efforts to attempt to obtain a specimen. The driver must then obtain, within five calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. If the licensed physician concludes the driver has a medical condition, or with a high degree of probability could have, precluded the driver from providing a sufficient amount of urine, the City will consider the test to have been canceled. If a licensed physician cannot make such a determination, the City will consider the driver to have engaged in a refusal to test and will take appropriate disciplinary action under this policy.

The primary specimen is used for the first test. If the test is negative, it is reported to the MRO who then reports the result, following a review of the CCF Form for compliance, to the City. If the initial result is positive or non-negative, a "confirmatory retest" will be conducted on the primary specimen. If the confirmatory re-test is also positive, the result will be sent to the MRO. The MRO will contact the driver to verify the positive result. If the MRO is unable to reach the driver directly, the MRO must contact the City who will direct the driver to contact the MRO.

Review of Test Results

The MRO is a licensed physician with knowledge and clinical experience in substance abuse disorders and is responsible for receiving and reviewing laboratory results of the controlled substances test as well as evaluating medical explanations for certain drug test results. Prior to making a final decision to verify a positive test result, the MRO will give the driver or the job applicant an opportunity to discuss the test result, typically through a phone call. The MRO, or a staff person under the MRO's supervision, will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If the employee or job applicant wishes to discuss the test result:

- The individual may be required to speak and/or meet with the MRO, who will review the individual's medical history, including any medical records provided.
- The individual will be afforded the opportunity to discuss the test results and to offer any additional or clarifying information which may explain the positive test result. If the employee or job applicant, believes a mistake was made at the collection site, at the labor, on a chain-of-custody form, or that the drug test results are caused by lawful substance use, the employee should tell the MRO.
- If there is some new information which may affect the original finding, the MRO may request the laboratory to perform additional testing on the original specimen in order to further clarify the results; and
- A final determination will be made by the MRO that the test is either positive or negative, and the individual will be so advised.

If the MRO upholds the positive, adulterated or substituted drug determination, that test result will be provided to the City. There is no opportunity to explain a positive alcohol test provided in the DOT regulations.

The driver can request the MRO to have the split specimen (the second “B” container) tested at the driver’s expense. This includes all costs that may be associated with the re-test. There is no split specimen testing for an invalid result. The driver has 72 hours after they have been notified of the positive result to make this request. If the employee requests an analysis of the split specimen, the MRO will direct the laboratory to send the split specimen to another certified laboratory for analysis.

If an employee has not contacted the MRO within 72 hours, the employee may present information documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the employee from making timely contact. If the MRO concludes there is legitimate explanation for the employee’s failure to contact within 72 hours, the MRO will direct the analysis of the split specimen.

If the results of the split specimen are negative, the City may pay for all costs associated with the rest and there will be no adverse action taken against the employee or job applicant.

Notification of Test Results

Employees.

The City will notify a driver of the results of random, reasonable suspicion, and post-accident tests for controlled substance if the test results are verified positive and will inform the driver which controlled substance or substances were verified as positive. Results of alcohol tests will be immediately available from the collection agent.

Right to Confirmatory Retest.

Within seventy-two (72) hours after receiving notice of a positive controlled substance test result, an applicant or driver may request through the MRO a re-analysis (confirmatory retest) of the driver’s split specimen. Action required by federal regulation as a result of a positive controlled substance test (e.g., removal from safety-sensitive functions) will not be stayed during retesting of the split specimen. If the result of the confirmatory retest fails to reconfirm the presence of the controlled substance(s) or controlled substance metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO will cancel the test.

Dilute Specimens

Dilute Negatives Creatinine concentration of specimen is equal to or greater than 2 mg/dL, but less than or equal to 5 mg/dL. If the City receives information that a driver has provided a dilute negative specimen, the City will direct a recollection, pursuant to the MRO’s direction, under direct observation.

Consequences for Drivers Engaging in Prohibited Conduct

Job Applicants.

Any applicable conditional offer of employment will be withdrawn from a job applicant or employee seeking a transfer who refuses to be tested or tests positive for controlled substance pursuant to this policy.

Employees.

Drivers who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of controlled substance, as defined earlier in this policy, are subject to the following consequences:

- **Removal from Safety-Sensitive Functions**

No driver may perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by federal law.

No driver who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 may perform or continue to perform safety-sensitive functions for the City, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty, but not less than twenty-four (24) hours following administration of the test.

If a driver tests positive under this policy or is found to have an alcohol concentration of .02 or greater but less than .04, the driver will be removed from safety sensitive duties and escorted home; the driver should not drive home but be escorted to his or her home. The driver will then be placed on vacation, for hours missed from work.

- **Notification of Resources Available**

The City will advise each driver who has engaged in conduct prohibited by federal law or who has a positive alcohol or controlled substance test of the resources available to the driver, in evaluating and resolving problems associated with the misuse of alcohol and use of a controlled substance, including the names, addresses, and telephone numbers of Substance Abuse Professionals and counseling and treatment programs. The City will provide this SAP listing in writing at no cost to the driver.

- **Discipline**

The City reserves the right to impose whatever discipline the City deems appropriate in its sole discretion, up to and including termination for a first occurrence, against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers following a first positive confirmed controlled substance or alcohol test result.

- **Evaluation, and Return to Duty Testing**

Should the City wish to consider reinstatement of a driver who engaged in conduct prohibited by federal law and/or who had a positive alcohol or controlled substance test, the driver must undergo a SAP evaluation, participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or a controlled substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP will determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substance use and will ensure the driver properly follows any rehabilitation program and submits to unannounced follow-up alcohol and controlled substance testing.

- **Follow-Up Testing**

If the driver passes the return-to-duty test, he/she will be subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency for such follow-up testing will be as directed by the SAP and will consist of at least six tests in the first twelve months. These tests will be conducted under direct observation.

- **Refusal to test**

All drivers and applicants have the right to refuse to take a required alcohol and/or controlled substance test. If an employee refuses to undergo testing, the employee will be considered to have tested positive and may be subject to disciplinary action, up to and including termination. Refer to Refusing to Test provided earlier in this policy.

- **Responsibility for Cost of Evaluation and Rehabilitation**

Drivers will be responsible for paying the cost of evaluation and rehabilitation (including services provided by a Substance Abuse Professional) recommended or required by the City or FMCSA or DOT rules, except to the extent that such expense is covered by an applicable employee benefit plan or imposed on the City pursuant to a collective bargaining agreement.

- **Reporting to the FMCSA's CDL Drug and Alcohol Clearinghouse**

In accordance with the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements beginning January 6, 2020, the City will report the following information to the Clearinghouse within three business days:

- ✓ A DOT alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
- ✓ A negative DOT return-to-duty test result;
- ✓ The driver's refusal to submit to a DOT test for drug or alcohol use;
- ✓ Actual knowledge a driver has used alcohol or controlled substances, based on the employer's direct observation, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance abuse except as provided in § 382.121) of:
 - On duty alcohol use pursuant to § 382.205;
 - Pre-duty alcohol use pursuant to § 382.207;
 - Alcohol use following an accident pursuant to § 382.209;
 - Controlled substance use pursuant to § 382.213;
- ✓ Employers will also report negative return-to-duty (RTD) test results and the successful completion of a driver's follow-up testing plan as ordered by a SAP.

Loss of CDL License for Traffic Violations in Commercial and Personal Vehicles

Effective August 1, 2005, the FMCSA established strict rules impacting when CDL license holders can lose their CDL for certain traffic offenses in a commercial or personal vehicle. Employees are required to notify their supervisor immediately if the status of their CDL license changes in anyway.

Maintenance and Disclosure of Records

Except as required or authorized by law, the City will not release driver's information that is contained in records required to be maintained by this policy or FMCSA and DOT regulations. Beginning in 2020, the city will be required to query and report to the agency's Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse prior to hiring new drivers, will conduct annual checks of existing CDL-drivers, and will report certain violations of the DOT drug and alcohol testing program for holders of CDLs. In addition, a driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or a controlled substance, including any records pertaining to his or her alcohol or controlled substance tests.

Policy Contact for Additional Information

If you have any questions about this policy or the City's controlled substance and alcohol testing procedures, you may contact your immediate supervisor, obtain additional information.

Definitions

Accident:

Means an occurrence involving a commercial motor vehicle operating on a public road which results in a fatality; bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. The term "accident" does not include an occurrence involving only boarding and alighting from a stationary motor vehicle; an occurrence involving only the loading or unloading of cargo; or an occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle unless the vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 49 C.F.R. § 177.823; 49 C.F.R. § 382.303(a); 49 C.F.R. § 382.303(f).

Alcohol Concentration (or Content):

Means the alcohol on a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. 49 C.F.R. § 382.107.

Alcohol Use:

Means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol. 49 C.F.R. § 382.107.

Applicant:

Means a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

Breath Alcohol Technician or BAT:

Means an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT). 49 C.F.R. § 40.3.

City:

Means City of Big Lake

City Premises:

Means all job sites, facilities, offices, buildings, structures, equipment, vehicles and parking areas, whether owned, leased, used or under the control of the City.

Collection Site:

Means a place designated by the City where drivers present themselves for the purpose of providing a specimen of their urine or breath to be analyzed for the presence of alcohol or controlled substances. 49 C.F.R. § 40.3.

Commercial Motor Vehicle:

Means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle (1) has a gross combination weight rating or gross combination weight of 26,001 or more pounds, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or (2) has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds, whichever is greater; or (3) is designed to transport sixteen (16) or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulation. (49 C.F.R. part 172, subpart F) § 382.107.

Confirmation (or Confirmatory) Test:

For alcohol testing means a second test, following a positive non-evidential test, following a positive non-evidential (e.g., saliva) screening test or a breath alcohol screening test with the result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substance testing, "Confirmation (or Confirmatory) Test" means a second analytical procedure to identify the presence of a specific controlled substance or metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. 49 C.F.R. § 382.107.

Controlled Substance:

Means those substances identified in 49 C.F.R. § 40.85. Marijuana, amphetamines, opioids, (including heroin), phencyclidine (PCP), cocaine, and any of their metabolites are included within this definition. 49 (C.F.R. § 382.107; 49 C.F.R. § 40.85.

Department of Transportation or DOT:

Means the United States Department of Transportation.

DHHS:

Means the Department of Health & Human Services or any designee of the Secretary, Department of Health & Human Services. 49 C.F.R. § 40.3.

Disabling Damage:

Means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. Disabling damage does not include

damage which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage even if no spare tire is available, headlight or tail light damage or damage to turn signals, horn or windshield wipers which make them inoperative. 49 C.F.R. § 382.107.

Driver:

Means any person who operates a commercial motor vehicle. This includes, but is not limited to full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to the City or who operate a commercial motor vehicle at the direction of or with the consent of the City. For purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

Drug:

Has the same meaning as “controlled substance.”

Employee seeking a transfer:

Refers to an employee who is not subject to DOT regulations seeking a transfer to a position that will subject them to DOT regulations in the sought after position.

Evidential Breath Testing Device or EBT:

Means a device approved by the National Highway Traffic Safety Administration (“NHTSA”) for the evidential testing of breath and placed on NHTSA’s “Conforming Products List of Evidential Breath Measurement Devices.” 49 C.F.R. § 40.3.

Federal Motor Carrier Safety Administration or FMCSA:

Means the Federal Motor Carrier Safety Administration of the United States Department of Transportation.

Medical Review Officer or MRO:

Means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by a controlled substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information. 49 C.F.R. § 40.3

Performing (a Safety-Sensitive Function):

Means any period in which a driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions. 49 C.F.R. § 382.107.

Positive Test Result:

Means a finding of the presence of alcohol or controlled substance, or their metabolites, in the sample tested in levels at or above the threshold detection levels established by applicable law.

Reasonable Suspicion:

Means a belief a driver has engaged in conduct prohibited by the FMCSA controlled substance and alcohol testing regulations, except when related solely to the possession of alcohol, based on specific contemporaneous, articulable observations made by a supervisor or City official who has received appropriate training concerning the appearance, behavior, speech or body odors of the driver. The determination of reasonable suspicion will be made in writing on a Reasonable Suspicion Record Form during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this policy. In the case of a controlled substance, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

Safety-Sensitive Function:

Means all time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. Safety-sensitive functions include:

- All time at a city plant, terminal, facility, or other property, or on any public property,
- waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 49 C.F.R. § 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 C.F.R. § 393.76);
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. 49 C.F.R. § 382.107.

Screening Test (also known as Initial Test):

In alcohol testing, mean an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in her or her system. Screening tests may be conducted by utilizing a non-evidential screening device included by the National Highway Traffic Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device (“EBT”) operated by a trained breath alcohol technician (“BAT”). In controlled substance testing, “Screening Test” means an immunoassay screen to eliminate “negative” urine specimens form further consideration. 49 C.F.R. § 382.107.

Substance Abuse Professional” or “SAP”:

Means a licensed physician (medical doctor or doctor of osteopathy), licensed or certified psychologist, licensed or certified social worker, licensed or certified employee assistance professional, or licensed or certified addiction counselor (certified by the National Association of Alcoholism and Controlled Substance Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders. 49 C.F.R. § 40.281.

DRUG AND ALCOHOL TESTING FOR COMMERCIAL DRIVERS POLICY ADOPTION

The Drug and Alcohol Testing for Commercial Drivers Policy shall be adopted by the City Council. The policies shall be reviewed by the Finance Department staff on an ongoing basis and any modifications made thereto must be approved by the City Council.

Adopted by City Council February 26, 2020

Revisions:



AGENDA ITEM

Big Lake City Council

Prepared By: Clay Wilfahrt, City Administrator	Meeting Date: 2/26/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6H
Item Description: Partial Release of Development Agreement between the City of Big Lake and Bruggeman Properties, LLC	Reviewed By: N/A Reviewed By: N/A		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council is approving a partial release of the development agreement between the City of Big Lake and Bruggeman Properties, LLC.

BACKGROUND/DISCUSSION

When the Bruggeman property was originally platted, some property was included that was not essential for the original development. The property is now slated to be sold, and our attorney has been working with the seller’s attorney and agreed that the attached partial release should be approved. According to our attorney, it shouldn’t have an impact on the potential for future development in the area.

FINANCIAL IMPACT

None

STAFF RECOMMENDATION

Approve a partial release of the development agreement between the City of Big Lake and Bruggeman Properties, LLC.

ATTACHMENTS

1. Partial release of Development agreement between the City of Big Lake and Bruggeman Properties, LLC.
2. Original Development contract
3. Property Survey

(reserved for recording information)

PARTIAL RELEASE OF DEVELOPMENT AGREEMENT

RELEASE granted _____, 2020, by the CITY OF BIG LAKE, a Minnesota municipal corporation ("City").

WHEREAS, the City has been asked to release and discharge real property in Sherburne County, Minnesota, legally described as set forth on attached **Exhibit A**, according to the recorded plat thereof ("Subject Property") from the Development Contract between the City and Bruggeman Properties, LLC, a Minnesota limited liability company, dated April 29, 2003, and recorded May 24, 2004, as Document No. 551526 in the Office of the County Recorder, Sherburne County ("Development Contract");

WHEREAS, the Subject Property was not developed pursuant to the Development Agreement, and it likely would have been subject to a different development agreement had Phase II moved forward; and

WHEREAS, there is no longer a need for the Subject Property to meet the requirements of the Development Contract or have the Development Contract recorded against the Subject Property;

NOW THEREFORE, be it resolved by the Big Lake City Council:

The Subject Property described in Exhibit A is released and discharged from the Development Contract.

ADOPTED this _____ day of _____, 2020.

[The rest of this page is left intentionally blank. Signature page to follow]

CITY OF BIG LAKE

BY: _____
Mike Wallen, Mayor

AND _____
Clay Wilfahrt, City Administrator

(SEAL)

STATE OF MINNESOTA)
)ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Mike Wallen and Clay Wilfahrt, respectively the Mayor and City Administrator of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center 1
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
651-452-5000
SNC

EXHIBIT A
LEGAL DESCRIPTION

Outlot E, Prairie Meadows First Addition, Sherburne County, Minnesota.

Abstract Property.

ALTANSPS Land Title Survey

To James G. Collins and Ann E. Collins, as Trustees of the James G. Collins Revocable Trust, and James G. Collins and Ann E. Collins, as Trustees of the Ann E. Collins Revocable Trust, dated January 30, 1995, as to an undivided one-half interest; John McChesney, First National Bank of Elk River, and Commonwealth Land Title Insurance Company.

This is to certify that this map or plan and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA/NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(b)(1), 8, 11, 13, 15, and 17 of Table A thereof.

The field work was completed on 11-25-2019
1-15-2020

Date of Map: 1-15-2020
Paul E. Otto, Land Surveyor (paul@ottoassociates.com)
Minnesota License No. 40062

PROPERTY DESCRIPTION
The East 700 feet of the South 622.28 feet of the North 688.28 feet of the North Half of the Southeast Quarter of the Northwest Quarter of Section 21, Township 33, Range 27, Sherburne County, Minnesota.

EXCEPT

That part of the East Half of the Southwest Quarter of the Northwest Quarter of Section 21, Township 33, Range 27, Sherburne County, Minnesota, and that part of the North Half of the Southeast Quarter of the Northwest Quarter of said Section 21, described as follows:

1) Beginning at a point on the north line of said East Half of the Southwest Quarter of the Northwest Quarter, distant 304.74 feet easterly of the Northwest corner thereof; thence South 89 degrees 56 minutes 06 seconds East, assumed bearing, along said north line, and along the north line of said North Half of the Southeast Quarter of the Northwest Quarter, a distance of 1239.75 feet; thence South 01 degree 11 minutes 34 seconds East, a distance of 85.40 feet; thence South 23 degrees 58 minutes 18 seconds West, a distance of 137.94 feet; thence South 56 degrees 22 minutes 32 seconds West,

a distance of 156.11 feet; thence North 89 degrees 56 minutes 06 seconds West, a distance of 119.04 feet; thence North 69 degrees 09 minutes 51 seconds West, a distance of 292.56 feet; thence Southwesterly along a non-tangential curve concave to the northwest, having a radius of 320.00 feet and a central angle of 07 degrees 07 minutes 53 seconds, a distance of 39.83 feet; and a central angle of 07 degrees South 24 degrees 24 minutes 05 seconds West; thence North 62 degrees 01 minutes 58 seconds West, not tangent to said curve, a distance of 140.29 feet; thence South 67 degrees 31 minutes 17 seconds West, a distance of 216.35 feet; thence South 59 degrees 14 minutes 26 seconds West, a distance of 226.35 feet; thence Southwesterly along a non-tangential curve concave to the northwest, having a radius of 2110.00 feet and a central angle of 06 degrees 28 minutes 53 seconds, a distance of 238.69 feet; thence North 30 degrees 10 minutes 19 seconds West, not tangent to said curve, a distance of 121.26 feet; thence North 57 degrees 21 minutes 26 seconds East, a distance of 21.91 feet to the intersection with a line which bears South 01 degree 24 minutes 35 seconds East, a distance of 79.18 feet to the point of beginning.

AND EXCEPT

That part of the South Half of the Northwest Quarter of Section 21, Township 33, Range 27, described as follows:

Commencing at the Northeast corner of said South Half of said Northwest Quarter, thence South along the East line of said South Half, a distance of 215 feet to a point on the beginning of the tract to be described; thence continuing along said East line a distance of 208 feet; thence West of right angles of said East line a distance of 208 feet; thence East to the point of beginning.

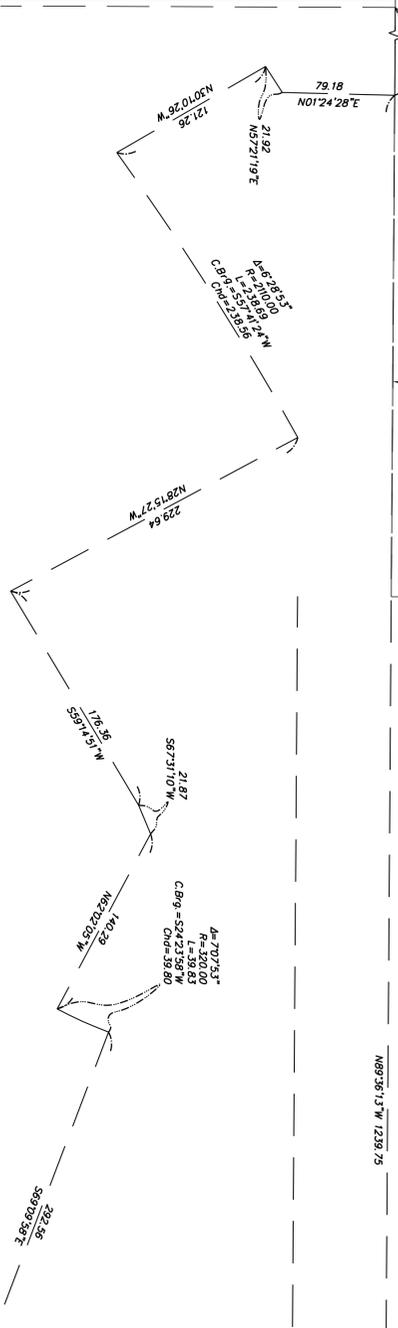
AND

That part of the South Half of the Northwest Quarter of Section 21, Township 33, Range 27, described as follows:

Commencing at the Northeast corner of said South Half of said Northwest Quarter, thence South along the East line of said South Half, a distance of 215 feet to a point on the beginning of the tract to be described; thence continuing along said East line a distance of 208 feet; thence West of right angles of said East line a distance of 208 feet; thence East to the point of beginning.

AND

Outlot E, Prairie Meadows First Addition, Sherburne County, Minnesota.



GENERAL NOTES

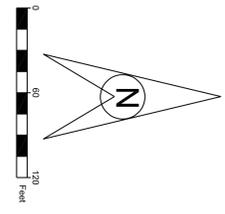
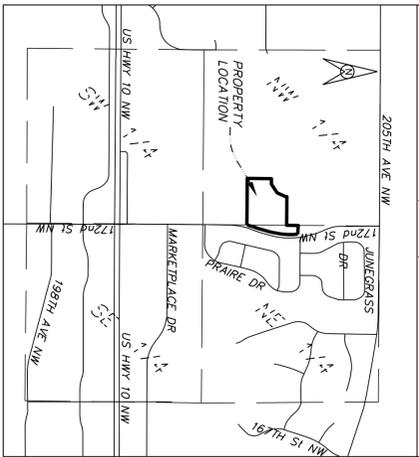
- According to Title Commitment No. 7928111, prepared by Commonwealth Land Title Insurance Company, issued on December 9, 2019 at 7:00 a.m., this property is subject to the following:
- A) Damage and utility easement(s) as shown on the recorded Plat of Prairie Meadows First Addition, (As to Outlot E) (easements per Prairie Meadows First Addition do not affect Outlot E)
 - B) Declaration of Protective Covenants dated January 29, 1968, filed of record February 9, 1968, as Document No. 107150. (As to Outlot E) (no mappable easements)
 - C) Declaration of Protective Covenants dated June 10, 1971, filed of record August 12, 1971, as Document No. 115644. (As to Outlot E) (no mappable easements)
 - D) Easement for Construct, reconstruct, inspect, repair, and maintenance purposes in favor of Budgetgen Properties, LLC, a Minnesota limited liability company, as contained in Permanent Stormwater Drainage and Ponding Easement dated April 14, 2004, filed of record May 26, 2004, as Document No. 551878. (As to the S 1/2 of the NW 1/4) (mapped)
 - E) Terms and conditions of Big Lake Resolution #2001-79, dated April 30, 2002, recorded April 30, 2002, as Document No. 467817. (As to Outlot E and the S 1/2 of the NW 1/4) (no mappable easements)
 - F) Terms and conditions of Resolution 2003-07, dated January 23, 2003, recorded February 26, 2004, as Document No. 498227. (As to all of Section 21) (no mappable easements)
 - G) Terms and conditions of Resolution No. 2004-41, dated April 19, 2004, recorded May 11, 2004, as Document No. 550054. (As to the NW 1/4 and the W 1/2 of the NW 1/4) (no mappable easements)
 - H) Terms and conditions of Development Contract (Developer installed Improvements) Prairie Meadows, recorded May 24, 2004, as Document No. 551526. (As to Outlot E) (no mappable easements)
 - I) Terms and conditions of Certification of Revised Resolution, dated June 9, 2004, recorded June 21, 2004, as Document No. 554814. (As to Outlot E) (mapped)
 - J) Terms and conditions of Certificate of Agreement, dated May 18, 2004, recorded June 29, 2004, as Document No. 555674. (As to Outlot E) (no mappable easements)
 - K) Terms and conditions of Certificate of Assessment Agreement, dated June 12, 2009, recorded June 12, 2009, as Document No. 694814. (As to Outlot E and the NW 1/4 of Section 21) (no mappable easements)

SURVEYOR'S NOTES

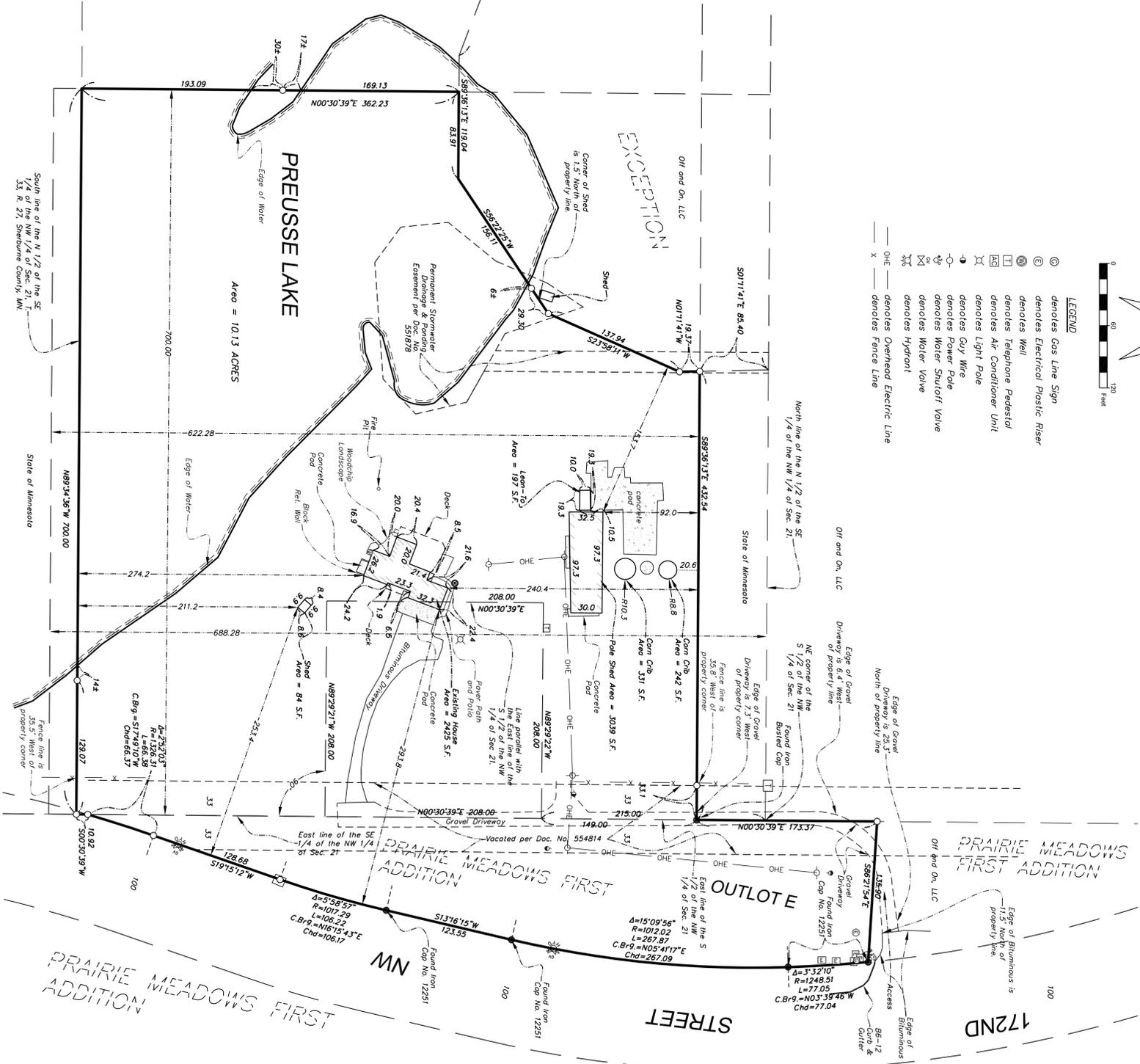
- 1) The property address is 20260 172nd Street Northwest, Big Lake, MN 55330.
- 2) According to FEMA Flood Insurance Rate Map No. 27141C0355F, dated November 16, 2011, this property is located in Flood Zone X.
- 3) There is no visible evidence of current earth moving work, building construction, or building additions.
- 4) There are no known changes proposed for the street right of way.

RECORDING DATA	CR DOC. NO.
PLAT	556059
Prairie Meadows First Addition	

Vicinity Map
Not to Scale



- LEGEND**
- ⊙ denotes Gas Line Sign
 - ⊕ denotes Electrical Plastic Riser
 - ⊖ denotes Well
 - ⊗ denotes Telephone Pedestal
 - ⊘ denotes Air Conditioner Unit
 - ⊙ denotes Light Pole
 - ⊙ denotes Guy Wire
 - ⊙ denotes Power Pole
 - ⊙ denotes Water Shut-off Valve
 - ⊙ denotes Hydrant
 - ⊙ denotes Overhead Electric Line
 - ⊙ denotes Fence Line



Surveyor's Note:
The bearings shown on the drawing are based upon the Sherburne County Coordinate System and differ from the legal description. The angles formed by the bearings are the same.

ALTA/NSPS Land Title Survey on part of the N 1/2 of the SE 1/4 of the NW 1/4 of, Section 21, Township 33, Range 27, Sherburne County, Minnesota.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Paul E. Otto
License #40062 Date: 1-15-2020

Requested By:
Commercial Realty Solutions

Date: 11-25-19
Drawn By: E.M.S.
Scale: 1"=60'
Checked By: P.E.O.

TTO ASSOCIATES
Engineers & Land Surveyors, Inc.
www.ottoassociates.com
9 West Division Street
Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

● denotes iron monument found
○ denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062
Project No. 19-0522

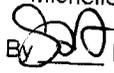
Office of the County Recorder
Sherburne County, MN

Doc. No. 551526

Certified filed and/or recorded on

05-24-2004 at 10:55

Michelle Ashe, County Recorder

By  Deputy Fee: \$ 33.00

CERTIFICATION OF DEVELOPMENT CONTRACT

I, Gina Wolbeck, Clerk for the City of Big Lake, Minnesota, do hereby certify that the attached is a true and correct copy of the Development Contract executed on April 29, 2004 between the City of Big Lake and Bruggeman Properties, LLC

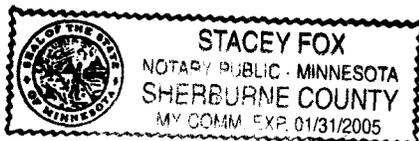


Gina Wolbeck, Clerk
City of Big Lake

STATE OF MINNESOTA }
COUNTY OF SHERBURNE } S.

The foregoing instrument was acknowledged before me this 12th day of May, 2004, by Gina Wolbeck, the Clerk of the City of Big Lake, a Minnesota municipal corporation, on behalf of the Corporation.


Notary Public



(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

PRAIRIE MEADOWS

AGREEMENT dated April 29, 2003, by and between the **CITY OF BIG LAKE**, a Minnesota municipal corporation ("City"), and Bruggeman Properties, LLC (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for Prairie Meadows (referred to in this Contract as the "plat"). The land is situated in the County of Sherburne, State of Minnesota, and is legally described as:

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the Final Plat with the County Recorder or Registrar of Titles within 100 days after the City Council approves the final plat.

3. RIGHT TO PROCEED. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat has been recorded with the Sherburne County Recorder's Office, and 4) the City's Administrator has issued a letter that all conditions have been satisfied and that the Developer shall proceed. Provided items 1 and 2 have been satisfied, the City Engineer may issue the Developer a letter authorizing the Developer to Grade the site (including reasonable tree removal) after preliminary plat approval and pending final plat approval.

4. PHASED DEVELOPMENT. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until the City approves Development Contracts for such phases. Park charges and storm sewer charges referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into developable lots and blocks.

5. PRELIMINARY PLAT STATUS. If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within eight (8) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For eight (8) years from the date of this Contract, no amendments to the City's Comprehensive Plan, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved preliminary plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract with respect to property which did not receive final plat approval prior to any such amendments.

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, and C, the plans may be prepared, subject to City approval, after entering the Contract, but before commencement of any work in the plat. The erosion control plan may also be approved by the Sherburne County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A—Plat

Plan B—Final Grading, Development, and Erosion Control Plan

Plan C—Tree Preservation Plan

Plan D—Plans and Specifications for Public Improvements

Plan E—Street Lighting Plan

Plan F—Landscape Plan

Plan G—Park Plan

8. IMPROVEMENTS. The Developer shall install and pay for the following as required to be built in accordance with the approved Plans:

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

- D. Streets
- E. Concrete Curb and Gutter
- F. Street Lights
- G. Site Grading, Ponding, and Erosion Control
- H. Underground Utilities
- I. Setting of Iron Monuments, including Monuments described in the Wetland Overlay District
- J. Surveying and Staking
- K. Sidewalks and Trails
- L. Traffic Control Signs

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utilities and street construction; and any other ordinances including Section 1026.10 of the City Code concerning erosion and drainage and Section 1026.05 prohibiting grading, construction activity, and the use of power equipment between the hours of 7 o'clock p.m. and 7 o'clock a.m. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work as the City may reasonably determine. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Council chambers with all parties concerned, including the City staff, to review the program for the construction work. Within thirty (30) days after the completion of the improvements

and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans, an electronic file of the "as constructed" plans in an auto CAD file based upon the Sherburne County coordinate system, all prepared in accordance with City standards. Developer will install sidewalks and trails just prior to the installation of the final lift of asphalt.

9. IRON MONUMENTS. In accordance with Minnesota Statutes 505.02 and Big Lake City Code Section 1066.07, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed.

10. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the following to the extent required:

- Sherburne County for County Road Access and Work in County Rights-of-Way
- MnDot for State Highway Access
- Minnesota Department of Health for Watermains
- MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal
- DNR for Dewatering
- City of Big Lake for Building Permits

11. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county,

state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements for Phase I as contemplated by Section 7 and 8 and the approved Plans by November 30, 2004, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and September 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement must have the written approval of the City Engineer, and may be delayed or scheduled at any time of the year based upon existing site conditions at the discretion of the City Engineer.

13. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.

14. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if reasonably required. All areas disturbed by the excavation and backfilling operations shall be reseeded within five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, seed shall be in accordance with the City's current seeding specification which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored

as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

15. GRADING PLAN. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Big Lake specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches for public drainage have been constructed on public easements or land owned by the City. Notwithstanding the foregoing, the Developer may, prior to completion of all grading, construct eight (8) single-family homes. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations, and house pads. Except for the eight (8) single-family homes, the City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer.

The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The Developer agrees to stake, for demonstration purposes only, the proposed areas to be dedicated to the City for possible use as parks.

16. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

17. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract, the improvements lying within public easements shall become City property without further notice or action. Upon completion of the public improvements, the City shall inspect the public improvements and notify Developer if any of the improvements do not conform to the requirements of this Contract. Upon compliance with this Contract with respect to public improvements, the City shall give formal notice of acceptance to Developer and thereafter Developer shall have no responsibility with respect to the maintenance of the public improvements, except during any warranty periods expressly set forth herein.

The Developer shall, at its expense, prepare any streets located in the Subdivision for snowplowing and other maintenance that the Developer wishes the City to undertake prior to formal acceptance by the City of such streets. This preparation shall include, without limitations, ramping any manholes as necessary to avoid damage to snowplows or other vehicles used in street maintenance. Should damage occur to City snowplows or other vehicles during the course of snowplowing or other maintenance procedures prior to formal acceptance of the street by the City, the Developer shall pay all such damages and shall

indemnify and hold the City harmless for all such damage, cost, or expense incurred by the City with regard thereto.

18. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. The Developer shall pay a fee for engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be at standard hourly rates. These fees shall be billed monthly, and paid out of and drawn against the escrow established by Developer hereunder. In the event the escrow balance becomes less than 20% of the original balance, the developer will make an additional deposit to return the escrow amount to 50% of the original balance or a lesser amount as directed by the City. Developer will provide a \$20,000.00 escrow, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for construction observation performed by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on standard hourly rates.

19. CLAIMS. In the event that the City receives claims from labor, material, or others that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, material, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the

City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Contract.

20. SANITARY SEWER TRUNK CHARGE. The Development is subject to a charge for Sanitary Sewer Trunk expenses in the amount of \$29,250 calculated at \$750 per unit (39 units). If not paid at the time of execution of this Agreement, these costs shall be assessed to the properties.

21. PARK DEDICATION. The Developer will dedicate property to the City as set forth on Plan G hereto in satisfaction of the City's park dedication requirements. Developer will post additional security of \$30,000 for each park until such time as Developer builds the parks.

22. TRAFFIC CONTROL SIGNS, STREET LIGHT AND STREET MAINTENANCE COSTS. The Developer shall pay to the City at the time of the execution of this Agreement:

\$ 715.00 in payment of the first year operating costs for streetlights.

\$ 2,500.00 in payment of the first year for plowing, sanding and street sweeping.

\$20,000.00 in payment of a proportional share of the future signal cost for the intersection of 172nd Street and Highway 10.

23. LANDSCAPING. Unless the lot already has two (2) trees on it, the Developer or lot purchaser shall plant sufficient trees so that there are at least two (2) trees on every lot in the plat subject to the provisions of the City Code Section 1027. The Developer shall insure that no less than four inches (4") of topsoil (black dirt with no more than thirty-five percent (35%) sand) shall be placed and cover the entire lot for each residence, weather permitting. The Developer shall insure ornamental grass (seed, hydro

seeding, or sod) is in place within two (2) months of the issuance of Certificate of Occupancy for each residence. Prior to the issuance of a Building Permit, the Builder shall provide an escrow of two thousand dollars (\$2,000.00) per lot to the City to be held in escrow until sod or hydro seeding is completed for the entire lot, or until seed has taken root for the entire lot, at which time one thousand nine hundred dollars (\$1,900.00) shall be returned to the Builder. The City will provide all Builders and the Developer with the format for notices to future residents.

24. BERM/LANDSCAPE SCREEN. City zoning and subdivision ordinances require the installation of a berm/landscape screen for the 11 lots that abut 172nd Street in Phase I. Before the City signs the final plat, the Developer shall post a \$1,000.00 per lot security or \$11,000.00 to guarantee the installation of the berm/landscape/screen on Lots 16-26, Block 4 (Phase I only).

25. TREE PRESERVATION. Individual lot preservation plans shall not be required in Phase I. Future Phases may require security for tree preservation purposes.

26. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Implementation of the recommendations listed in Resolution # 2003-39.

B. The Developer must obtain a sign permit from the City Building Official prior to installation of any subdivision identification signs for the development. The City sign ordinance allows temporary subdivision identification signs on corner lots provided the signs meet area, height, and setback requirements, and provided the developer submits a \$1,000.00 per sign security guaranteeing sign removal when the subdivision is fully developed.

C. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation of the unplatted property in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a **\$3,900** security for the final placement of interior subdivision iron monuments at property corners and the placement of all monuments pursuant to 1066. The security was calculated as follows: 39 lots at \$100.00 per lot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

D. The Developer shall pay a cash fee for the preparation of record construction drawings and City base map upgrading. This fee is \$36.50 per lot for a total charge of **\$1,423.50**.

E. Before the City signs the final plat, the Developer shall post a street light security of **\$7,824.00**. For Phase I only – 8 lights at \$978.00 each.

F. The Developer is required to submit the final plat in electronic format. The electronic format shall be Auto CAD file. The Developer shall also submit one complete set of reproducible construction plans on Mylar.

G. The Developer will provide an outlot 65 feet in width as measured from the right-of-way of Minnesota Avenue to the south property line adjacent to the existing Whirl Air Flow Facility. Priory to the preparation of the final plat, Developer will make the property available for purchase by Whirl Air Flow. If the property is not purchased, the out lot will be reduced to 30 feet in width and will be deeded to the City or the property owners

association for the business park, if any, and such reduced outlot will be deed restricted to a natural buffer.

H. Developer Agrees to remove the old section of 172nd Street before the new section is opened.

I. Developer Agrees that, in the discretion of the City, the City may require the Developer to demolish buildings currently on lots that will become parks in the future.

J. Developer agrees to the creation of a conservation easement of 52.5 feet in certain portions of the Development as set forth in the Conservation Agreement between the Parties.

28. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this agreement, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a letter of credit, in the form attached hereto, from a bank ("security") for \$1,094,663.00. The amount of the security includes all of the security requirements set forth in the preceding sections of this Contract, and was calculated as follows:

CONSTRUCTION COSTS:

Sanitary Sewer	\$156,650.00
Watermain	\$202,750.00
Storm Sewer/Draintile	\$129,056.00
Streets	\$305,300.00
Erosion Control/Grading Certification	\$ NA

CONSTRUCTION SUB-TOTAL **\$793,756.00**

OTHER COSTS:

Park	\$30,000.00
Sanitary Sewer Trunk Charge	\$29,250.00
Sign Removal	\$ At permit

provided, and the public improvements are accepted by the City Council. The City standard specifications for utilities and street construction outline procedures for security reductions.

29. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City at the time of final plat approval and execution of this Contract by the City:

Engineering, City Administration	
Legal Expenses (Section 18) escrow	\$20,000.00
One-Year Street Maint.	\$ 2,500.00
Street Light Operating Fee	\$ 715.00
City Base Map Upgrading	<u>\$ 1,423.50</u>

TOTAL CASH REQUIREMENTS **\$24,638.50**

30. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by City Council. The one year warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council as documented in official City minutes. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

31. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year.

F. In addition to the charges and special assessments referred to herein, other charges as required by City ordinance may be imposed such as but not limited to sewer access charges ("SAC"), City water access charges and building permit fees.

32. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

33. HOME STANDARDS.

Developer agrees to provide CC&R's or restrictions in the PUD for the single family R-1 lots to exceed the current city zoning standards as follows:

1. Minimum foundation size of 1,000 square feet.
2. Minimum roof pitch of 6:12
3. Minimum of 25% of the front building facade excluding foundation walls shall have an exterior finish of brick stone, artificial stone, stucco, or contrasting siding texture.

The Developer agrees to limit building permits to 39 single family units in Phase I in 2003-2004. The City agrees to defer utility and street improvements in 172nd Street until development of Phase II. The City will issue building permits for Phase II in 2004-2005 for the 147 homes with no timing restrictions.

34. MISCELLANEOUS.

A. The Developer represents to the City that the plat complies with all city, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the

plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City or Developer under this Contract.

C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

E. Grading, curbing, and one lift of asphalt shall be installed on all public streets prior to issuance of any building permits, except eight (8) single-family homes. Approval of an administrative permit in compliance with Section 1028 of the City's Zoning Ordinance is required prior to the construction of any model homes. All half streets shall be completed as shown on the Plat or the Developer will provide a cash escrow as requested by the City.

F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with at least one lift of bituminous surface and the utilities are accepted by the City Engineer in writing.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

H. This Contract shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance.

J. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or

hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

K. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

L. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls the development plans, or special conditions referred to in this Contract required to be constructed shall be constructed before any Certificate of Occupancy is issued for a lot on which a retaining wall is required to be built.

M. Developer shall be responsible for all snow removal from sidewalks on vacant lots to the extent that City Ordinance requires snow removal from sidewalks on constructed homes. Developer shall be responsible for ensuring that all vacant lots comply with the City's Code regarding nuisances.

N. The City agrees to maintain entry monuments for a period of two years from the date of acceptance of the improvements in the Development. Following that time period the sign may be turned over to residents or an association or may be removed by the City. Said monuments will be placed on public property or Developer will provide the City with an easement for maintenance.

35. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: Bruggeman Properties, LLC, 3564 Rolling View Drive, White Bear Lake, MN 55110, Attn: Paul Bruggeman. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Big Lake City Hall, 160 Lake Street North, Big Lake, Minnesota 55309.

CITY OF BIG LAKE

BY: Donald O. Quack
Mayor

BY: John Wussow
City Administrator

(SEAL)

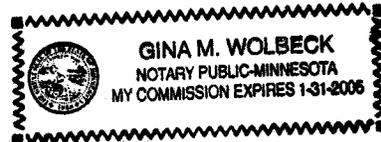
DEVELOPER:

BY: Paul S. Bruggeman
Its President

STATE OF MINNESOTA } ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 29th day of April, 2004, by Don Orrock and by Patrick Wussow, the Mayor and City Administrator of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

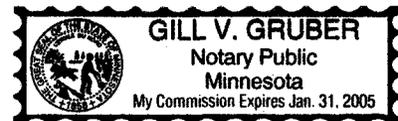
Gina M. Wolbeck
NOTARY PUBLIC



STATE OF MINNESOTA } ss.
COUNTY OF ~~SHERBURNE~~)
RAMSEY

The foregoing instrument was acknowledged before me this 11th day of DECEMBER, 2003, by PAUL S. BRUGGEMAN the PRESIDENT of BRUGGEMAN PROPERTIES, LLC.

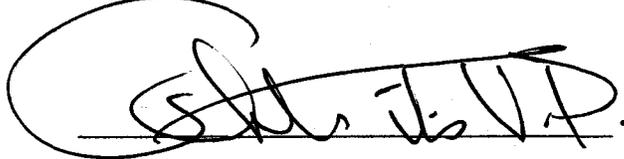
Gill V. Gruber
NOTARY PUBLIC



**MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT**

Construction Mortgage Investors Co, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this 8th day of December, 2003.



STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 8th day of December, 2003, by SMH Purchased the New President.


NOTARY PUBLIC



DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, MN 55121
Telephone: (651) 452-5000
MKB

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal description of Property Being Final Platted as
Prairie Meadows
(first phase consisting of 39 single family lots)

The West half of the Northeast Quarter of Section 21, Township 33, Range 27, Sherburne County, Minnesota.

EXCEPT that part thereof lying within the recorded plat of WOODLAND HILLS SECOND ADDITION, Sherburne County, Minnesota.



CITIZENS STATE BANK

RIGHT BANK. RIGHT NOW!

IRREVOCABLE LETTER OF CREDIT Number 102885 - LC - 1

Expiration: 31 December 2004

27 April 2004

City of Big Lake
160 Lake Street North
Big Lake, MN 55309

Dear Persons:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Bruggeman Properties, LLC (Account Party) whose current address is 3564 Rolling View Drive, White Bear Lake, MN 55110, available by your drafts drawn on us, payable at sight for any sum of money not to exceed a total of **One Million Ninety Four Thousand Six Hundred Sixty Three Dollars (\$1,094,663.00)** when accompanied by the following:

1. Your written, dated and signed statement that payment for public improvements in the development known as *Prairie Meadows* has not been completed or that Account Party has not provided a new letter of credit or has not submitted payment in lieu of the new letter of credit.
2. Your written, dated and signed statement that Account Party has failed to comply with the terms and conditions of the Development Agreement between the City of Big Lake and Account Party, and that five (5) business days prior written notice has been given by the City to Account Party with respect to the existence of such default, and such default has not been cured.

Special Conditions:

1. Partial drawings are permitted.
2. Your draft(s) may be made in person, by mail or duly authenticated telecommunication.
3. Drafts must be marked "Drawn under Citizens State Bank Letter of Credit 102885 - LC - 1".

We hereby agree that all drafts presented in compliance with the terms of this Letter of Credit, including successive drafts during the term hereof, will be *duly honored upon presentation and delivery* of the documents specified above on or before 3:00 p.m. on 31 December 2004 at our offices located at 2212 Crestview Drive, Hudson, WI 54016.

104 North Main Street
Elmwood, WI 54740
715.639.5411
715.639.2020 Fax

113 West Oak Street
Glenwood City, WI 54013
715.265.7711
715.265.4419 Fax

2212 Crestview Drive
Hudson, WI 54016
715.386.9050
715.386.1051 Fax

1602 North Broadway
Menomonie, WI 54751
715.235.2265
715.235.3433 Fax

398 Red Cedar Street
Menomonie, WI 54751
715.235.3164
715.235.3753 Fax

500 West Boulevard
Roberts, WI 54023
715.749.3701
715.749.3703 Fax

140 South Main Street
Woodville, WI 54028
715.698.2411
715.698.2868 Fax

Loan Production Office
705 Bay Street Suite 2H
Chippewa Falls, WI 54729
715.720.9830 • 715.720.9831 Fax



CSB Mortgage
7800 Metro Parkway Suite 100
Bloomington, MN 55425
952.854.4214 • 952.854.2636 Fax

Equal Housing Lender

www.csbnet.net

Member FDIC

This letter of credit shall automatically renew for successive one year terms unless, at least forty-five (45) days prior to the next annual renewal date the bank delivers written notice to the City that it intends to modify the terms of, or cancel, this letter of credit. Written notice is effective if sent by certified mail at least forty-five (45) days prior to the expiration date to the City address indicated above, and is actually received by the City at least thirty (30) days prior to the expiration date.

If we shall fail to act by honor or dishonor within three (3) days following receipt of your draft and signed statements as provided in paragraph one, we shall be precluded from claiming that the same is not in accordance with the terms and conditions of this agreement.

Except as otherwise expressly stated, this credit is subject to the "Uniform Customs and Practice for Commercial Documentary Credits" (1993 Revision), International Chamber of Commerce Publication No. 500.

CITIZENS STATE BANK

A handwritten signature in black ink, appearing to read "Daryl Standafer", written in a cursive style.

Daryl Standafer
Senior Vice President

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR NO. **BRUGG-1** DATE (MM/DD/YY) **02/06/04**

PRODUCER
 Assured Protection, Inc.
 5671 Geneva Ave, P.O. Box 9008
 St. Paul MN 55109-0008
 Phone: 651-779-7000 Fax: 651-779-0921

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 Bruggeman Construction Inc
 Bruggeman Homes Inc.
 Bruggeman Properties Inc.
 3564 Rolling View Drive
 White Bear Lake MN 55110

INSURER A: **Harleysville Insurance Company**
 INSURER B: **The Builders Group**
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	943975	06/30/03	06/30/04	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	943975	06/30/03	06/30/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	943977	06/30/03	06/30/04	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1100032900	01/01/04	01/01/05	WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$ 1000000
					E.L. DISEASE - EA EMPLOYEE \$ 1000000
					E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Land located at Part of Section 21-33-27, Big Lake MN 55309

CERTIFICATE HOLDER N ADDITIONAL INSURED; INSURER LETTER: CITY/ST City of Big Lake Patrick Wussow 160 Lake St. N Big Lake MN 55309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Assured Protection, Inc.



AGENDA ITEM

Big Lake City Council

Prepared By: Sara S.W. Roman, AICP, Consultant Planner	Meeting Date: 2/26/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 61
Item Description: Ordinance Amendment Updating the City's Nonconformity (Grandfather) Ordinance		Reviewed By: Hanna Klimmek, Community Development Director Reviewed By: Clay Wilfahrt, City Administrator	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving an ORDINANCE amending Chapter 1029 (Non-Conforming Buildings, Structures, and Uses), and approving a RESOLUTION authorizing a summary publication notice.

Planning Commission Public Hearing

The Planning Commission held a public hearing at their February 5th meeting. No members of the public attended the public hearing to speak nor were any written comments received.

The Planning Commission unanimously passed a motion recommending approval of the Ordinance amendment.

BACKGROUND/DISCUSSION

Background

At the request of the City Council, the Planning Commission held a discussion regarding the city's nonconformity ordinance at their January 6, 2020 meeting. In the memo provided for that meeting, Staff provided an analysis of the City's existing Nonconformity Ordinance. That memo is provided as "ATTACHMENT A" at the end of this report.

The Planning Commission made a motion at their January 6th meeting calling for a public hearing to review potential revisions to the ordinance. The ordinance amendment would do the following:

1. Conform language to help implement the following goal of Big Lake's 2018 Comprehensive Plan:
 - Land Use and Growth Management Plan - Residential Neighborhoods:
 - 6. Older Neighborhoods: Continue to review zoning regulations that apply to the older neighborhoods so as to accommodate the nonconforming status of dwellings that were caused by setback or area requirements.
2. Align the nonconformity ordinance with State Statute in regards to allowing replacement and improvement of nonconforming structures in addition to maintenance and repair.
3. Align the nonconformity ordinance with State Statute in regards to amortization.

4. Align the nonconformity ordinance with State Statute in regards to the rules for when a nonconforming structure is destroyed by disaster.
5. Allow nonconforming buildings with conforming uses to be expanded as long as the expansion itself complies with the zoning code.
6. Clarify that when someone tears down a grandfathered building and rebuilds it, they are no longer permitted to expand that building without obtaining a variance.

The Planning Commission then reviewed Staff's draft ordinance language at their meeting on February 5, 2020 and did not feel the ordinance needed to be revised further.

Proposed Ordinance Amendment

Per the Planning Commission's request, staff drafted new ordinance language that would accomplish the rule changes that the Planning Commission wished to discuss. The proposed ordinance is provided as "Attachment B." Underlined text indicates text that is proposed to be added to the ordinance while text that is ~~struck out~~ is proposed for removal.

FINANCIAL IMPACT

The revisions to the nonconformity ordinance will allow owners of nonconforming buildings with conforming uses to invest in their properties. This should have a positive effect on the City's tax base and neighborhood aesthetics.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance amendment as written but would be amenable to revising the amendment if the City Council sought to accomplish additional goals beyond those that have been outlined by Staff in the memo from January 6th.

Staff would caution that this is a highly technical ordinance that has a lot of interaction with State Statute so it may not be possible to make substantial revisions to the draft ordinance without additional consultation with the City Attorney.

The City Council may do the following:

- Motion to approve the proposed ordinance "as presented."
- Motion to approve the proposed ordinance amendment with modifications.
- Request that Staff draft a modified ordinance and return to the Planning Commission for additional discussion.

ATTACHMENTS

Attachment A – Staff Memo from January 6th Planning Commission Meeting
Attachment B – Draft Ordinance Amendment
Attachment C – Draft Summary Publication Ordinance
Attachment C – Public Hearing Notice



AGENDA ITEM
Big Lake Planning Commission

Prepared By: <i>Michael Healy, City Planner</i>	Meeting Date: 1/6/2020	Item No. Click or tap here to enter text.
Item Description: <i>Discussion on Ordinance Amendment Updating the City's Nonconformity (Grandfather) Ordinance</i>	Reviewed By: <i>Hanna Klimmek, Community Development Director</i>	
	Reviewed By: <i>Sara Woolf, Planning Consultant</i>	

ACTION REQUESTED

A motion calling a public hearing for an ordinance amendment revising the nonconformity ordinance.

BACKGROUND/DISCUSSION

Background

This is a continuation of a series of informal discussions held in 2017 by the City Council and Planning Commission. A consensus was reached in 2017 that the existing “grandfather ordinance” is too strict and has too many provisions that are no longer in compliance with State Statute. At their August 2, 2017 meeting, the Planning Commission asked Staff to work with the City Attorney to prepare a draft ordinance and to return to the Planning Commission for a public hearing. The Planning Commission provided some rough input regarding what the draft ordinance might look like.

This item was indefinitely placed on the “back-burner” due to Staff capacity issues and the complexity of the ordinance rewrite. The City Attorney’s office made substantial revisions to Staff’s original proposed revised ordinance based on best practices and Minnesota case law. The ordinance has changed enough and enough time has passed since the last discussion on the subject that Staff does not feel comfortable holding a public hearing without checking in and getting fresh authorization from the Planning Commission. In addition to fixing issues with noncompliance with State Law, revising the nonconformity ordinance will help implement the following goal of Big Lake’s 2018 Comprehensive Plan:

Land Use and Growth Management Plan

Residential Neighborhoods

6. Older Neighborhoods

Continue to review zoning regulations that apply to the older neighborhoods so as to accommodate the nonconforming status of dwellings that were caused by setback or area requirements.

Overview

There are some fairly significant issues with Big Lake’s “Non-conforming Buildings, Structures, and Uses” Ordinance, the ordinance that is colloquially known as the “Grandfather Ordinance.” This ordinance regulates buildings, structures, and uses that were legal at the time that they were built or began to operate

but which would not be allowed under the City's existing rules. These structures and uses are considered "grandfathered" and are generally allowed to continue but with some restrictions.

The issues with Big Lake's current ordinance are as follows:

- The State Legislature determines how much authority Minnesota cities have to regulate grandfathered land uses. Big Lake's ordinance was written in 2002 based on State law at the time. The State Legislature dramatically changed Minnesota's nonconformity laws in 2004 and the City of Big Lake no longer has the legal authority to enforce many of the provisions of our Nonconformity ordinance. The fact that the Ordinance contains outdated and unenforceable provisions causes confusion and frustration for residents and Staff. State Statutes trump City ordinances in any situation where there is a conflict and the City has not been granted the authority to adopt rules that are more restrictive than the State.
 - Big Lake's current ordinance only allows grandfathered structures to be "repaired and maintained." The State now requires that Big Lake also allow grandfathered structures to be "improved and replaced." The State does not require cities to allow expansion of nonconformities and allows each city to define what expansion means (within reason).
 - Big Lake's current ordinance attempts to "amortize" junk yards by stating that any junk yards annexed into City limits may continue for five (5) years following annexation and then must be shut down. State Law no longer allows amortization with the exception of adult uses. Big Lake does not have any existing nonconformities relating to adult uses.
 - The Code currently says that nonconforming structures which are destroyed by fire or other disaster to the extent where they lose more than 50% of their value are no longer grandfathered and can only be rebuilt in conformity with the ordinance. State Statute now requires cities to allow a grandfathered structure to be rebuilt if the owner applies for a building permit within 180 days of the structure's destruction. The only two exceptions to this provision are in floodplain areas and in Shoreland areas where a structure is too close to a lake or river. In those situations, the City can still require that the property be brought at least somewhat "up to code" in terms of zoning compliance.
- As previously stated, the one thing that the State Legislature does not guarantee is the right to "expansion" of a nonconformity. Each City is permitted to set their own definition of what "expansion" means. Big Lake has chosen to establish a highly restrictive definition of expansion. The Planning Commission and City Council described the existing rule as "draconian" during their discussions in 2017 and indicated to Staff that they wanted to rework the definition as part of the ordinance update.
 - Cities generally do not allow structures with nonconforming uses to be expanded except under rare circumstances. If a building contains a use that should not be in a zoning district but is "grandfathered," a City generally does not want the building to be expanded as it may further intensify the unwanted use. A variance would be required to deviate from this.
 - Many cities are more understanding in situations where the use conforms with the City Code but the structure itself is nonconforming. An example of this would be a house, located in a neighborhood where houses are allowed, but this house is 5 feet too close to the front property line because it was lawfully constructed prior to the setback requirement being

adopted. The structure itself is considered “lawful nonconforming” because of its setback issue even though the structure is being used as a house which is an allowed use.

- Big Lake’s current ordinance states that lawful nonconforming structures and uses cannot be expanded and defines “expanded” as:
 - Any alteration that expands the building’s size.
 - Any alteration that changes the building’s occupancy or parking capacity.
 - Any alteration that increases the number of bedrooms in a dwelling unit.
- Under Big Lake’s current ordinance, a house that is 5 feet too close to the front property line cannot be expanded in size. It does not matter if the new addition is located in the back yard and the addition itself complies with all of the City’s height and setback ordinances. The building permit for the addition would be denied because it would be an expansion of a nonconforming structure. The owner would need to obtain a variance in order to build their addition.
- In 2017, the Planning Commission asked Staff to write a draft ordinance that would do the following:
 - Continue to prohibit nonconforming uses from expanding their buildings without variances.
 - Allow nonconforming structures with conforming uses to expand as long as the nonconformity itself is not expanding and the addition itself complies with all code requirements such as height and setbacks.
 - Consider allowing some nonconforming structures to expand in a way that increases the nonconformity through a Conditional Use Permit. An example of this would be a 1-story house that is 5 feet too close to the side property line being allowed to build a second story that is also 5 feet too close to the side property line. *Staff no longer supports this provision. Through conversations with the City Attorney’s office, Staff has come to believe that it would be best for expansions of nonconformities to continue to require a variance. It seems like it could open a “can of worms” to allow nonconformity expansion through Conditional Use Permits. The City has far less flexibility to deny Conditional Use Permits than it does variances. There is greater discretion with variances since there is a need to prove practical difficulty.*

Draft Ordinance

The draft ordinance, which is included as Attachment A, would do the following:

1. Align the nonconformity ordinance with State Statute in regards to allowing replacement and improvement of nonconforming structures in addition to maintenance and repair.
2. Align the nonconformity ordinance with State Statute in regards to amortization.
3. Align the nonconformity ordinance with State Statute in regards to the rules for when a nonconforming structure is destroyed by disaster.

4. Allow nonconforming buildings with conforming uses to be expanded as long as the expansion itself complies with the zoning code.
5. Make it clear that when someone tears down a grandfathered building and rebuilds it by taking advantage of the State Statute's rules allowing "replacement," they are no longer permitted to expand that building without obtaining a variance. This is necessary to prevent property owners from exploiting a loophole in the Code to essentially build an entirely new structure that does not comply with the zoning code by replacing the existing structure and then building a bunch of "additions" onto it. Essentially, they would have built an entirely new building but would be pretending that it is just an expansion of the grandfathered building.

FINANCIAL IMPACT

The revisions to the nonconformity ordinance will allow owners of nonconforming buildings with conforming uses to invest in their properties. This should have a positive effect on the City's tax base and neighborhood aesthetics.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission call for a public hearing to review the nonconformity ordinance overhaul. Staff recommends approval of the ordinance amendment as written but would be amenable to revising the amendment if the Planning Commission sought to accomplish additional goals beyond those that have been outlined by Staff in this memo.

Staff would caution that this is a highly technical ordinance that has a lot of interaction with State Statute so it may not be possible to make substantial revisions to the draft ordinance without additional consultation with the City Attorney.

ATTACHMENTS

Attachment A- Draft Ordinance Amendment

ATTACHMENT B
DRAFT ORDINANCE AMENDMENT

City of Big Lake
Ordinance No. 2020-XX

**AN ORDINANCE AMENDING CHAPTER 10 (ZONING) OF THE BIG LAKE CITY
CODE AMENDING SECTION 1029 (NON-CONFORMING BUILDINGS,
STRUCTURES, AND USES) TO ALIGN THE ORDINANCE WITH STATE STATUTE
AND REVISE THE CITY'S APPROACH TO EXPANSION OF NONCONFORMING
STRUCTURES WITH CONFORMING USES**

THE CITY COUNCIL OF BIG LAKE ORDAINS:

SECTION 1. Chapter 10 (Zoning), Section 1020, (Non-Conforming Buildings, Structures, and Uses) of the Big Lake Municipal Code is hereby amended to add the provisions with underlined text and delete provisions shown with a line through the text as follows:

SECTION 1029 – NON-CONFORMING ~~BUILDINGS~~, STRUCTURES AND USES

SECTION

- 1029.01: Non-Conforming Buildings, Structures and Uses
- ~~1029.02: Non-Conforming Junk Yards~~
- 1029.03: Floodplain District Non-Conforming Uses

1029.01: NON-CONFORMING ~~BUILDINGS~~, STRUCTURES AND USES: It is the purpose of this Section to provide for the regulation of non-conforming ~~buildings~~, structures and uses and to specify those requirements, circumstances and conditions under which non-conforming ~~buildings~~, structures and uses may be operated and maintained. The Zoning Ordinance establishes separate districts, each of which is an appropriate area for the location of uses, which are permitted in that district. It is necessary and consistent with the establishment of these districts that non-conforming ~~buildings~~, structures and uses not be permitted to continue without restriction and that they be regulated in a way that is sensitive to their surroundings. Furthermore, it is the intent of this Section that all non-conforming uses shall be eventually brought into conformity with this Ordinance.

Subd. 1. Grandfather Clause. A structure or the use of a structure which was lawful before the passage or amendment of this Ordinance but which is not in conformity with the provisions of this Ordinance ("non-conforming") may be continued subject to the conditions of this Section. Any structure or use lawfully existing before the passage of this Ordinance on July 20, 2002 (effective date of Ordinance) shall not be enlarged except under the provisions of this Ordinance, but may be continued at the size and in the

manner of operation existing upon such date except as hereinafter specified or, subsequently amended.

Subd. 2. Remedial Work. Nothing in this Ordinance shall prevent the placing of a structure in safe condition when said structure is declared unsafe by the Building Official providing the necessary repairs shall not constitute more than fifty (50) percent of fair market value of such structure. The Sherburne County Assessor will determine said fair market value.

Subd. 3. ~~Normal Maintenance. Maintenance of a building or other structure containing or used by a non-conforming use will be permitted when it includes necessary non-structural repair and incidental alterations, which do not extend or intensify the non-conforming building or use. Repairs shall be considered structural if they relate to foundations, walls, rafters, joists, headers, beams, timbers, structural sheathing, structural siding, or similar items. Repair, Replacement, Restoration, Maintenance, and Improvement. A non-conforming structure or use may continue, including through repair, replacement, restoration, maintenance, and improvement, unless the nonconformity is discontinued for a period of more than one (1) year.~~

Subd. 4. Reversal of Non-Conformity. When any lawful non-conforming use of any structure or land in any district has been changed to a conforming use, it shall not thereafter be changed to any non-conforming use.

Subd. 5. Reduction of Non-Conformity. A lawful non-conforming use of a structure or parcel of land may be changed to lessen the non-conformity of use. Once a non-conforming structure or parcel of land has been changed, it shall not thereafter be so altered as to increase the non-conformity.

Subd. 6. Restoration and Alteration.

1. ~~Restoration. No lawful non-conforming building or structure which has been damaged by fire, explosion, rot, decay, act of God or the public enemy, to the extent of more than fifty (50) percent of its value, as determined by the Sherburne County Assessor, shall be restored, except in conformity with the regulations of this Ordinance. When a nonconforming structure is destroyed by fire or other peril, to the extent of greater than fifty (50) percent of its estimated market value, as indicated in the records of the Sherburne County Assessor at the time of the removal or damage, and no building permit for repair or replacement of the structure has been applied for within one hundred-eighty (180) days of the removal or damage, it shall not be reconstructed except in conformity with the provisions of this code. When a nonconforming structure in the Shoreland District with less than 50 percent of the required setback from the water is destroyed by fire or other peril to greater than 50 percent of its estimated market value, the structure setback may be increased if practicable and reasonable conditions are placed upon~~

a zoning or building permit to mitigate created impacts on the adjacent property or water body.

2. Alterations to Expansions of lawful non-conforming structures. ~~Alteration and normal maintenance to~~ Expansions of a lawful non-conforming building or structure may be made provided:

~~a. The alterations do not expand the building size.~~

~~b. The alterations do not change the building occupancy capacity or parking demand.~~

~~c. The alteration does not increase the number of bedrooms in any dwelling unit.~~

a. A lawful non-conforming structure with a conforming use may be physically expanded or altered so long as such expansion or addition does not increase its nonconformity and conforms to all setback, height, and other requirements of this Ordinance. A structure with a nonconforming setback shall not be expanded horizontally or vertically within the setback area.

b. A structure containing a non-conforming use shall not be expanded. Expansion is defined as an alteration that expands the building size, increases the building occupancy or adds parking demand, or increases the number of bedrooms in a dwelling unit.

For the purposes of this section, "expansion" means only the addition to an existing structure. "Expansion" does not mean the tear down of a structure and the rebuilding of that structure with an addition.

3. Decks. Lawful non-conforming single-family detached dwelling units in the R-1, R-1E, R-2, and R-5 districts may be expanded by adding a deck provided that the deck itself meets the current zoning regulations, including all setback requirements. Structures that are lawful non-conforming due to a failure to meet the required setback from the ordinary high water level shall be subject to the conditions of Section 1020.09 Shoreland District Decks, Stairways, Lifts, and Landings.

Subd. 7. Discontinuance. Whenever a lawful non-conforming use of a structure or land is discontinued for a period of one (1) year, following written notice from an authorized agent of the City, any future use of said structure or land shall be made to conform to the provisions of this Ordinance.

Subd. 8. Threats to General Welfare. Non-conforming buildings, structures, and/or uses, which based upon documented study and evidence, pose a danger and/or threat to the health, safety, and general welfare of the community, shall:

1. Be legally described a nuisance by the City Council.
2. Upon being identified by the City Council and upon the owner being notified in writing by the Zoning Administrator, the owner shall provide to the City Council a documented time schedule and program, which will result in the termination or correction of the non-conformity.
 - a. The termination/correction time schedule shall be based upon, but not be limited to, factors such as the initial investment and the degree of threat or danger being posed.
 - b. The acceptability of the time schedule shall be determined by the City Council with right of appeal.
 - c. In no case shall a time schedule exceed two (2) years.

~~**1029.02: NON CONFORMING JUNK YARDS:** Junk yards that are annexed into the City may continue as a non conforming use for up to five (5) years following the date of annexation. Upon annexation, the owner of a junk yard shall file an interim use permit application with the City identifying the terms of operation and setting forth a program and performance securities if required by the City Council, to bring the site into compliance with the underlying Zoning District by the end of the five (5) year term.~~

~~**Subd. 1.** Minimum Requirements. The junk yard may continue operation from the date of annexation to five years following the date of annexation provided the site is located within a Business or Industrial Zoning District, and further provided that it is completely enclosed within a building, fence, screen planting or other device of such height as to completely screen the operations of the junkyard. Plans for a building or screening shall be approved by the City Council before it is erected or put into place.~~

1029.032: FLOODPLAIN DISTRICT NON-CONFORMING USES

Subd. 1. A structure or the use of a structure or premises which was lawful before the passage or amendment of this Chapter but which is not in conformity with the provisions of this Chapter may be continued subject to the following conditions. Historic structures, as defined in Section 1001 of this Chapter, shall be subject to the provisions Section 1029.03, Subd. 2., through Subd. 6., of this Chapter.

Subd. 2. No such use shall be expanded, changed, enlarged, or altered in a way which increases its nonconformity.

Subd. 3. Any structural alteration or addition to a nonconforming structure or nonconforming use which would result in increasing the flood damage potential of that structure or use shall be protected to the Regulatory Flood Protection Elevation in accordance with any of the elevation on fill or flood proofing techniques (i.e., FP-1 through FP-4 flood proofing classifications) allowable in the State Building Code, except as further restricted in Section 1029.03, Subd. 4. And 1029.03, Subd. 7. (Ord. 2011-05, 09-14-11)

Subd. 4. The cost of any structural alterations or additions to any nonconforming structure over the life of the structure shall not exceed fifty (50) percent of the market value of the structure unless the conditions of this Section are satisfied. The cost of all structural alterations and additions constructed since the adoption of the Community's initial floodplain controls must be calculated into today's current cost which will include all costs such as construction materials and a reasonable cost placed on all manpower or labor. If the cost of all previous and proposed alterations and additions exceeds fifty (50) percent of the market value of the structure, then the structure must meet the standards of Section 1064.04 or 1064.05 of this Chapter for new structures depending upon whether the structure is in the Floodway or Flood Fringe, respectively.

Subd. 5. If any nonconforming use is discontinued for twelve (12) consecutive months, any future use of the building premises shall conform to this Chapter. The assessor shall notify the Zoning Administrator in writing of instances of nonconforming uses which have been discontinued for a period of twelve (12) months.

Subd. 6. If any nonconforming use or structure is substantially damaged, as defined in Section 1001.02 of the Chapter, it shall not be reconstructed except in conformity with the provisions of this Chapter. The applicable provisions for establishing new uses or new structures in Sections 1064.04 and 1064.05 will apply depending upon whether the use or structure is in the Floodway, or Flood Fringe District, respectively. (Ord. 2011-05, 09-14-11)

Subd. 7. If a substantial improvement occurs, as defined in Section 1001 of this Chapter, from any combination of a building addition to the outside dimensions of the existing building or a rehabilitation, reconstruction, alteration, or other improvement to the inside dimensions of an existing nonconforming building, then the building addition (as required by Subd. 3., above) and the existing nonconforming building must meet the requirements of section 1064.04 or 1064.05 of this Chapter for new structures, depending upon whether the structure is in the Floodway or Flood Fringe District, respectively. (Ord. 2004-09, 4/14/04).

SECTION 4. This Ordinance shall be effective following its passage and summary publication.

Adopted by the Big Lake City Council this 26 day of February, 2020.

CITY OF BIG LAKE

Mayor Mike Wallen

Attest:

City Clerk Gina Wolbeck

*Drafted by:
City of Big Lake
160 North Lake Street
Big Lake, MN 55309*

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020 by the Mayor and City Clerk of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

ATTACHMENT C
Draft Summary Publication Resolution

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, February 26, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**BIG LAKE CITY COUNCIL
RESOLUTION NO. 2020-XX**

**RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 2020-XX
AMENDING CHAPTER 10 (ZONING) OF THE BIG LAKE CITY CODE AMENDING
SECTION 1029 (NON-CONFORMING BUILDINGS, STRUCTURES, AND USES) TO ALIGN
THE ORDINANCE WITH STATE STATUTE AND REVISE THE CITY'S APPROACH TO
EXPANSION OF NONCONFORMING STRUCTURES WITH CONFORMING USES**

WHEREAS, the City Council has adopted an ordinance amendment; and that amendment modifies the regulations for nonconforming buildings, structures, and uses; and

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 2020-XX will clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

ATTACHMENT D
PUBLIC HEARING NOTICE



-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed, please contact us prior to deadline at Cambridge (763) 691-6000 or email at publicnotice@ecm-inc.com

Ad Proof

Enlarged

**CITY OF BIG LAKE
NOTICE OF PUBLIC
HEARING FOR ORDINANCE
AMENDMENT**

You are hereby notified that the Big Lake Planning Commission will hold a public hearing to consider an ordinance amendment. The public hearing will be held in the Big Lake City Hall Council Chambers located at 160 Lake Street North on Wednesday, February 5, 2020, at or about 6:30 p.m.

Applicant: City of Big Lake
160 Lake Street N
Big Lake MN 55309

The existing nonconformity ordinance, also known as the "grandfather ordinance" is no longer compliant with State Statute. In 2017, the Planning Commission and City Council asked City staff to prepare a revision to the ordinance to bring the ordinance into compliance with State Statute and to revise ordinance language that was deemed too strict. Revised ordinance language has been drafted based on best practices and Minnesota case law. In addition to fixing issues with noncompliance with State Law, revising the nonconformity ordinance will help implement the following goal of Big Lake's 2018 Comprehensive Plan:

Land Use and Growth Management Plan

Residential Neighborhoods
6. Older Neighborhoods: Continue to review zoning regulations that apply to the older neighborhoods so as to accommodate the nonconforming status of dwellings that were caused by setback or area requirements.

The Big Lake Planning Commission will formally review the proposed modifications to the nonconformity rule and will make a recommendation to the City Council. The draft ordinance would do the following:

1. Align the nonconformity ordinance with State Statute in regards to allowing replacement and improvement of nonconforming structures in addition to maintenance and repair.

2. Align the nonconformity ordinance with State Statute in regards to amortization.

3. Align the nonconformity ordinance with State Statute in regards to the rules for when a nonconforming structure is destroyed by disaster.

4. Allow nonconforming buildings with conforming uses to be expanded as long as the expansion itself complies with the zoning code.

5. Clarify that when someone tears down a grandfathered building and rebuilds it, they are no longer permitted to expand that building without obtaining a variance.

Both oral and written comments will be considered by the Planning Commission. If you desire to be heard in reference to these matters, you should attend this hearing or submit written comments to City Hall prior to the hearing.

Date: 01/09/20
Account #: 388115
Customer: CITY BIG LAKE ~
Address: 160 LAKE STREET N
BIG LAKE
Telephone: (763) 263-2107
Fax: (763) 263-0133

Publications:
Monticello Times

Ad ID: 1013006
Copy Line: Ordinance Amendment PH 2.5.20
PO Number:
Start: 01/16/20
Stop: 01/16/2020
Total Cost: \$0.00
of Lines: 92
Total Depth: 10.222
of Inserts: 1
Ad Class: 150
Phone #: (763) 691-6000
Email: publicnotice@ecm-inc.com
Rep No: SM700

Contract-Gross



AGENDA ITEM

Big Lake City Council

Prepared By: Sara S.W. Roman, AICP, Consultant Planner	Meeting Date: 2/26/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6J
Item Description: Ordinance Amendment Updating the City Ordinance for Maximum Area of Detached Accessory Buildings		Reviewed By: Hanna Klimmek, Community Development Director Reviewed By: Clay Wilfahrt, City Administrator	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving an ORDINANCE amending Chapter 1020 (Detached Accessory Structures), and approving a RESOLUTION authorizing a summary publication notice.

Planning Commission Public Hearing

The Planning Commission held a public hearing at their February 5th meeting. No members of the public attended the public hearing to speak nor were any written comments received.

The Planning Commission unanimously passed a motion recommending approval of the Ordinance amendment.

BACKGROUND/DISCUSSION

Background

At the request of the City Council, the Planning Commission held a discussion regarding the city’s detached accessory structures ordinance at their January 6, 2020 meeting. In the memo provided for that meeting, Staff provided an analysis of the City’s existing Ordinance. That memo is provided as “ATTACHMENT A” at the end of this report.

Staff proposed a “fix” for the Code that would:

- Leave the rules “as-is” for properties that have an attached garage. The owners of these properties are doing just fine under the current ordinance.
- Allow properties that do not have attached garages to go back to being allowed 1,800 square feet of accessory building space (as long as they comply with impervious surface limits).
- Properties that have over 1,200 square feet of detached accessory building space will not be allowed to build an attached garage unless they tear down some of their detached accessory buildings. This provision is necessary to prevent someone from “working the system” by building out 1,800 square feet of detached accessory structures and then attempting to gain even more accessory structure space by building an attached garage.

- Impervious surface restrictions would still be in place. This would still prevent owners of small properties from going “overboard” with building accessory structures.
- Address some errors in the table that is located in the Accessory Buildings code section. The table was not correctly updated in 2016 to reflect the revised rules.

Staff views this as a “common sense” solution. Most of the areas without attached garages are the older parts of town. The current code puts these neighborhoods at a disadvantage and prevents the homeowners from being able to enjoy their properties the way homeowners in newer neighborhoods with attached garages can. It seems like the most equitable way to address the current disparity in the Code.

Proposed Ordinance Amendment

Per the Planning Commission’s request, Staff drafted new ordinance language that would accomplish the rule changes that the Planning Commission wished to discuss. The proposed ordinance is provided as “Attachment B.” Underlined text indicates text that is proposed to be added to the ordinance while text that is ~~struck out~~ is proposed for removal.

The Planning Commission then reviewed the proposed ordinance at a public hearing on February 5, 2020 and did not recommend any modifications to the language of the ordinance.

FINANCIAL IMPACT

The proposed ordinance amendment will allow owners of single-family home properties without attached garages to make investments in their properties.

STAFF RECOMMENDATION

Staff believes there is a strong case to be made that the proposed revisions will make the rules more equitable since the 2016 rewrite had a negative effect on properties without attached garages while directly benefiting properties that did have attached garages.

Staff recommends approval of the ordinance amendment as written but would be amenable to revising the amendment if the City Council sought to accomplish additional goals beyond those that have been outlined by Staff in the memo from January 6th.

The City Council may do the following:

- Motion to approve the proposed ordinance “as presented.”
- Motion to approve the proposed ordinance amendment with modifications.
- Request that Staff draft a modified ordinance and return to the Planning Commission for additional discussion.

ATTACHMENTS

Attachment A – Staff Memo from January 6th Planning Commission Meeting
Attachment B – Draft Ordinance Amendment
Attachment C – Draft Resolution for Summary Publication of the Ordinance
Attachment D – Public Hearing Notice

ATTACHMENT A
STAFF MEMO, JANUARY 6th PLANNING COMMISSION MEETING



AGENDA ITEM
Big Lake Planning Commission

Prepared By: <i>Michael Healy, City Planner</i>	Meeting Date: 1/6/2020	Item No. Click or tap here to enter text.
Item Description: <i>Discussion on Maximum Area of Detached Accessory Buildings</i>	Reviewed By: <i>Hanna Klimmek, Community Development Director</i> Reviewed By: <i>Corrie Scott, Recreation and Communication Coordinator</i>	

ACTION REQUESTED

A motion calling a public hearing for an ordinance amendment revising the area allowance for detached accessory buildings.

BACKGROUND/DISCUSSION

Background

A member of the City Council has requested that the Planning Commission review the Code’s rules for accessory building area to eliminate disparities that exist between households that have attached garages and households that do not. The way that the Code is currently written, households with attached garages are able to have a very large amount of accessory building space and households without attached garages are much more limited and are “worse off” than they were under earlier versions of the City Code that were in place as recently as 2015. This is an accidental side effect of a series of evolutions in the zoning code that have taken place over the last several years. The disparities were brought to Council’s attention during the recent review of a variance for a garage addition.

Prior to 2002, the Zoning Code allowed each residential property to have accessory buildings that covered up to 10% of the property. Attached garages were included as accessory buildings in that calculation. No more than 2 detached accessory buildings were permitted and the detached accessory buildings could not take up more than 30% of the back yard or side yard. Since the Code required new residential lots to be at least 12,000 square feet, most properties were given an allowance of at least 1,200 square feet. 1/3 acre lots were awarded a roughly 1,500 square foot allowance. Large lot semi-rural properties (the handful that are in city limits) had an extremely high allowance under this set of rules. In 2001, if a property in city limits was 2.5 acres (108,900 square feet) it could, theoretically, have 10,890 square feet of accessory building space as long as that space was all contained within two (2) buildings which had heights no greater than 17 feet and which had a roof pitch of at least 4:12. *This was an excessive allowance for large lot properties and greatly exceeded even what is/was allowed in Big Lake Township. Big Lake Township generally allows up to 4% lot coverage by accessory buildings.*

In 2002, the Code was overhauled. The new code streamlined and standardized the accessory building regulations and allotted every single-family home residential property a flat allowance of 1,800 square feet of accessory building space which included attached garages. The City made a conscious decision that the

total square footage of accessory buildings should be capped at 1,800 square feet, even for large lot properties. Part of the reasoning for this policy shift was that the city never intended to have large lot properties in city limits long-term. Large lot properties, which have private well and septic systems, typically are expected to remain in Big Lake Township unless they are being brought into the City for redevelopment. Most of the City's existing large lot residential properties (2.5-20 acres) were brought into City limits because the property owners petitioned for annexation to facilitate future development. Those properties are intended for future subdivision and redevelopment as city neighborhoods with sewer and water. There has historically been a concern that allowing too large of accessory buildings on these temporary large lot properties will "clutter" the properties and make it difficult to subdivide and develop them in the future.

It should be noted that the "maximum area allowance" is only one of the regulations that dictates how much accessory building area a property can have. Many properties are unable to fully utilize the allowance because they cannot comply with setback requirements or run up against impervious surface restrictions. Owners of single-family home properties within 1,000 feet of a lake can only cover 25% of their property with impervious surfaces (per State law) while single-family home owners elsewhere in the City can go up to 35% coverage.

In 2016, the City received a petition from a property owner of a 10-acre large lot property who was seeking to build a detached accessory building to function as a hobby-shop. He had already used up most of his 1,800 square foot allowance, however, to construct a very large attached garage. This issue was discussed by Staff, the Planning Commission, and the City Council and the eventual consensus was that the Code should be revised to allow properties with attached garages to ALSO have detached accessory buildings. The Code was revised to:

- Give all single-family home properties a 1,200 square foot allowance for detached accessory buildings.
- Stop counting attached garages towards the maximum allowance. Attached garages are instead limited to not exceeding the ground coverage of the dwelling unless a Conditional Use Permit is obtained.

The way the Code is now written, property owners who have an attached garage (typically between 528-800 square feet) can easily end up being allowed to have over 2,000 square feet of accessory building space because their attached garages do not count against their size allowance. Property owners who do not have attached garages, however, are limited to 1,200 square feet of accessory building storage space. There are many properties in town where an attached garage is not feasible either due to the way the property is laid out or the way the house is built. The 2016 Code revision resulted in these homeowners seeing their total accessory building allowance shrink by 600 square feet.

Proposed Solution

Staff is proposing a "fix" for the Code that would:

- Leave the rules "as-is" for properties that have an attached garage. The owners of these properties are doing just fine under the current ordinance.
- Allow properties that do not have attached garages to go back to being allowed 1,800 square feet of accessory building space (as long as they comply with impervious surface limits).

- Properties that have over 1,200 square feet of detached accessory building space will not be allowed to build an attached garage unless they tear down some of their detached accessory buildings. This provision is necessary to prevent someone from “working the system” by building out 1,800 square feet of detached accessory structures and then attempting to gain even more accessory structure space by building an attached garage.
- Impervious surface restrictions would still be in place. This would still prevent owners of small properties from going “overboard” with building accessory structures.
- Address some errors in the table that is located in the Accessory Buildings code section. The table was not correctly updated in 2016 to reflect the revised rules.

Staff views this as a “common sense” solution. Most of the areas without attached garages are the older parts of town. The current code puts these neighborhoods at a disadvantage and prevents the homeowners from being able to enjoy their properties the way homeowners in newer neighborhoods with attached garages can. It seems like the most equitable way to address the current disparity in the Code.

The revised rule would read in the following manner:

Subd. 1. Within the A, R-1, R-1E, R-2, and R-5 Zoning Districts, properties that have a dwelling with an attached garage of any size shall be limited to a maximum total combined area of 1,200 square feet of detached accessory buildings. The attached garage will not count towards this total.

Subd. 2. Within the A, R-1, R-1E, R-2 and R-5 Zoning Districts, properties that have a dwelling without an attached garage shall be limited to a total combined area of 1,800 square feet of detached accessory buildings. For any property in these zoning districts with more than 1,200 square feet of detached accessory building area, the construction of an attached garage or conversion of any portion of the dwelling into an attached garage shall not be permitted.

FINANCIAL IMPACT

The proposed ordinance amendment will allow owners of single-family home properties without attached garages to make investments in their properties.

STAFF RECOMMENDATION

Big Lake is an outdoor-recreation oriented community. Many/most of our residents have either a boat(s), camper, ice house, trailer, snowmobile, etc. There is a strong demand for accessory building storage space in Big Lake which is the reason that, historically, Big Lake has allowed significantly more accessory building space than most of its peer communities. Staff supports the proposed amendment if there is a desire to restore the pre-2016 rules for properties that do not have attached garages. Staff believes there is a strong case to be made that the proposed revisions will make the rules more equitable since the 2016 rewrite had a negative effect on properties without attached garages while directly benefiting properties that did have attached garages.

Staff is recommending that the Planning Commission make a motion to call a public hearing to formally review the proposed ordinance amendment.

ATTACHMENTS

Attachment A- Draft Ordinance Amendment

Side Yard Setback Detached Acc. Structure:	5'	5'	5'	5'	10'	5'	5'
Rear Yard Setback Detached Acc. Structure:	5'	5'	5'	5'	10'	5'	5'
Min. Garage Size Single Family (2 stalls):	480 sq. ft.	480 sq. ft.	480 sq. ft.	480 sq. ft.	-	-	480 sq. ft.
Min. Garage Size Twin & Townhomes (2 stalls):	-	-	-	22 x 24' 528 sq. ft.	22 x 24' 528 sq.ft.	-	22 x 24' 528 sq. ft.
Min. Garage Area Multi-Family Residential:	-	-	-	-	12 x 24' 240 sq. ft.	-	-

*Properties without attached garages may receive an additional allowance, subject to the provisions of this ordinance.

~~**Subd. 1.** Within the A, R-1, R-1E, R-2 and R-5 Zoning Districts, the maximum area of all accessory buildings (except for attached garages) shall be limited to a combined total area of 1,200 square feet. (Ord. 2003-13, 9/10/03; Ord. 2016-17, 10/12/16)~~

Subd. 1. Within the A, R-1, R-1E, R-2, and R-5 Zoning Districts, properties that have a dwelling with an attached garage of any size shall be limited to a maximum total combined area of 1,200 square feet of detached accessory buildings. The attached garage will not count towards this total.

Subd. 2. Within the A, R-1, R-1E, R-2 and R-5 Zoning Districts, properties that have a dwelling without an attached garage shall be limited to a total combined area of 1,800 square feet of detached accessory buildings. For any property in these zoning districts with more than 1,200 square feet of detached accessory building area, the construction of an attached garage or conversion of any portion of the dwelling into an attached garage shall not be permitted.

Subd. 23. In the R-3 Zoning District, the total square footage of all accessory buildings shall not exceed ten (10) percent of the lot area.

Subd. 34. The total floor area of an attached garage for a single family detached dwelling shall not exceed the ground coverage of the dwelling, except by conditional use permit. Attached garages shall not exceed seventeen (17) feet in height or the height of the principal building, whichever is greater. (Ord. 2003-13, 9/10/03)

Subd. 45. No individual detached garage or structure shall exceed nineteen (19) feet in height, measured at the peak, in the R-1, R-1E, R-2, R-3, R-4, and R-5 zoning districts. Detached accessory structures in the afore-mentioned zoning districts with a mansard, gambrel, round, shed, or flat roof shall not be permitted to exceed fifteen (15) feet in height, measured at the highest point on the roof, unless the roof style matches that of the principal structure and the height of the detached accessory structure does not

exceed the height of the principal building. In the A district, a detached accessory garage or structure shall not exceed the height of the principal building or exceed twenty-three (23) feet in height, whichever is less. The maximum side wall height of a detached accessory structure in any residential zoning district shall not exceed twelve (12) feet in height. Side wall height shall be measured from the finished floor to the horizontal plane of the roof. (Ord. 2010-04, 7/28/10; Ord. 2016-17, 10/12/16; Ord. 2019-04, 02/27/19)

Subd. 56. Detached accessory buildings shall have not more than a 12:12 roof pitch. Detached accessory buildings that are larger than 200 square feet shall have not less than a 4:12 roof pitch.

Subd. 67. Detached accessory buildings not exceeding two hundred (200) square feet in floor area shall be allowed without issuance of a building permit, but shall comply with all other provisions of this Ordinance. Such buildings must receive an administrative permit before they are constructed or moved onto property. The Zoning Administrator or designee shall review the site plan and construction drawings to determine compliance with this Ordinance and other applicable ordinances, laws, and regulations.

Subd. 78. Detached accessory buildings greater than two hundred (200) square feet in floor area shall require a building permit. The Building Official shall review the site plan and construction drawings to determine compliance with the Building Code and other applicable ordinances, laws, and regulations.

Subd. 89. Limit on Number of Accessory Buildings: Every lot shall be limited to no more than two (2) detached accessory buildings with the exception of the R-4 District where no more than one (1) accessory building is permitted per lot.

Subd. 910. In commercial and industrial districts, accessory buildings and trash enclosures shall be of similar type, quality, and appearance as the principal structure. Accessory buildings and structures, with the exception of canopies, temporary structures, monuments, landscape structures, and other decorative uses, shall not be allowed in the front yard of commercial or industrial properties without approval of a conditional use permit. The size of accessory buildings shall be limited to thirty (30) percent of the area of the required rear or side yard except for in the I-4 Innovation Industrial Zoning District. Said structures shall not exceed seventeen (17) feet in height unless expressly permitted elsewhere in the Code and shall be setback a minimum of twenty (20) feet from side and rear property lines, except that side and rear yard setback requirements may be reduced to ten (10) feet for accessory structures and uses on lots that do not abut residentially zoned or used property. (Ord. 2004-19, 8/11/04; Ord. 2015-04, 03/25/15; Ord. 2018-07, 09/26/18).

SECTION 2. This Ordinance shall be effective following its passage and summary publication.

Adopted by the Big Lake City Council this 26th day of February 2020.

CITY OF BIG LAKE

Mayor Mike Wallen

Attest:

City Clerk Gina Wolbeck

*Drafted by:
City of Big Lake
160 North Lake Street
Big Lake, MN 55309*

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by the Mayor and City Clerk of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

ATTACHMENT C
DRAFT RESOLUTION FOR SUMMARY PUBLICATION

CITY OF BIG LAKE
MINNESOTA

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, February 26, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

BIG LAKE CITY COUNCIL
RESOLUTION NO. 2020-XX

**RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 2020-XX
AMENDING SECTION 1020 (ACCESSORY BUILDINGS, STRUCTURES, AND USES) TO
MODIFY THE RULES FOR DETACHED ACCESSORY BUILDING SIZE ALLOWANCE**

WHEREAS, the City Council has adopted an ordinance amendment; and that amendment modifies the regulations for the allowable size of detached accessory buildings; and

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 2020-XX will clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance No. 2020-XX is approved for publication:

**CITY OF BIG LAKE, MINNESOTA
ORDINANCE NO. 2020-XX**

The Big Lake City Code is amended to modify the rules for the size of detached accessory structures. The ordinance will create a more equitable way to address the current disparity in the Code between detached and attached accessory structure size allowances.

Adopted by the Big Lake City Council this February 26, 2020.

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by the Mayor and City Clerk of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

Drafted By:
City of Big Lake
160 North Lake Street
Big Lake, MN 55309

ATTACHMENT D
PUBLIC HEARING NOTICE



-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed, please contact us prior to deadline at Cambridge (763) 691-6000 or email at publicnotice@ecm-inc.com

Ad Proof
Enlarged

**CITY OF BIG LAKE
NOTICE OF PUBLIC
HEARING FOR ORDINANCE
AMENDMENT**

You are hereby notified that the Big Lake Planning Commission will hold a public hearing to consider an ordinance amendment. The public hearing will be held in the Big Lake City Hall Council Chambers located at 160 Lake Street North on Wednesday, February 5, 2020, at or about 6:30 p.m.

Applicant: City of Big Lake
160 Lake Street N
Big Lake MN 55309

The existing nonconformity ordinance, also known as the "grandfather ordinance" is no longer compliant with State Statute. In 2017, the Planning Commission and City Council asked City staff to prepare a revision to the ordinance to bring the ordinance into compliance with State Statute and to revise ordinance language that was deemed too strict. Revised ordinance language has been drafted based on best practices and Minnesota case law. In addition to fixing issues with noncompliance with State Law, revising the nonconformity ordinance will help implement the following goal of Big Lake's 2018 Comprehensive Plan:

Land Use and Growth Management Plan

Residential Neighborhoods

6. Older Neighborhoods: Continue to review zoning regulations that apply to the older neighborhoods so as to accommodate the nonconforming status of dwellings that were caused by setback or area requirements.

The Big Lake Planning Commission will formally review the proposed modifications to the nonconformity rule and will make a recommendation to the City Council. The draft ordinance would do the following:

1. Align the nonconformity ordinance with State Statute in regards to allowing replacement and improvement of nonconforming structures in addition to maintenance and repair.
2. Align the nonconformity ordinance with State Statute in regards to amortization.
3. Align the nonconformity ordinance with State Statute in regards to the rules for when a nonconforming structure is destroyed by disaster.
4. Allow nonconforming buildings with conforming uses to be expanded as long as the expansion itself complies with the zoning code.
5. Clarify that when someone tears down a grandfathered building and rebuilds it, they are no longer permitted to expand that building without obtaining a variance.

Both oral and written comments will be considered by the Planning Commission. If you desire to be heard in reference to these matters, you should attend this hearing or submit written comments to City Hall prior to the hearing.

<p>Date: 01/09/20</p> <p>Account #: 388115</p> <p>Customer: CITY BIG LAKE ~</p> <p>Address: 160 LAKE STREET N BIG LAKE</p> <p>Telephone: (763) 263-2107</p> <p>Fax: (763) 263-0133</p>	<p>Publications: Monticello Times</p>
<p>Ad ID: 1013006</p> <p>Copy Line: Ordinance Amendment PH 2.5.20</p> <p>PO Number:</p> <p>Start: 01/16/20</p> <p>Stop: 01/16/2020</p> <p>Total Cost: \$0.00</p> <p># of Lines: 92</p> <p>Total Depth: 10.222</p> <p># of Inserts: 1</p> <p>Ad Class: 150</p> <p>Phone #: (763) 691-6000</p> <p>Email: publicnotice@ecm-inc.com</p> <p>Rep No: SM700</p>	



AGENDA ITEM

Big Lake City Council

Prepared By: Kevin Shay on behalf of Sara S.W. Roman, AICP, Consultant Planner	Meeting Date: 2/26/2020	Item No. 6K
Item Description: Station Street Apartments Development Application for Rezoning, Final PUD and Final Plat	Reviewed By: Hanna Klimmek, EDFP, Community Development Director Reviewed By: Clay Wilfahrt, City Administrator	

60-DAY REVIEW DEADLINE: March 22, 2020

ACTION REQUESTED

The City Council is asked to make a motion approving or denying the following with conditions as presented (ALL CAN BE MADE IN ONE MOTION):

1. An ORDINANCE approving a Rezoning from A-Agricultural to T.O.D., Planned Unit Development, and a RESOLUTION approving summary publication.
2. A RESOLUTION approving the Final Plat and a Final Planned Unit Development.
3. The Draft Development Agreement for the Station Street Apartments Project and authorizing the City Attorney to finalize the Agreement prior to signature.
4. The Draft Stormwater Maintenance Agreement for the Station Street Apartments Project and authorizing the City Engineer and City Attorney to finalize the Agreement prior to signature.

BACKGROUND/DISCUSSION

APPLICATION:

Kuepers Inc., the applicant, has submitted a development application requesting the following:

- Rezoning to T.O.D, Planned Unit Development approval
- Final Plat approval
- Final Planned Unit Development approval

The applicant submitted a complete application on January 22, 2020. State Statute dictates that the City must act upon a development application within 60 days of the receipt of a complete application. The City can extend the review for an additional 60 days, if needed, by providing written notice to the Applicant.

BACKGROUND:

The City Council approved a preliminary plat, development stage PUD and site and building plan for the Applicant's apartment complex project on January 8, 2020. The plans have not changed substantially since that approval, with only minor changes to address conditions of the preliminary approvals. These changes are discussed below.

PROPOSED DEVELOPMENT:

The subject application is for final approval of an apartment complex development, known as “Station Street Apartments,” that includes three 35-unit apartment structures on 7.8 acres of vacant land for a total of 105 units.

DEVELOPMENT APPLICATION ANALYSIS

REZONING REQUESTED:

The parcel is currently zoned A – Agricultural. However, the parcel is located within the T.O.D. district that surrounds the Northstar Train Station. The T.O.D. district “Station Zone” includes lands generally within one quarter (¼) mile of the rail station (as depicted in the Comprehensive Plan/Transit-Oriented Development Design Manual/Master Plan, see Attachment E) and serves as the focal point of the TOD area. Within this zone, transit-oriented commercial uses and high-density apartment-style housing are intended to be the primary features.

The applicant is requesting a rezoning to planned unit development consistent with the condition of approval from the preliminary planned unit development.

FINAL PLAT:

The Applicant is proposing to take the existing 11.8-acre lot and subdivide it to create an apartment community comprised of 3 buildable lots, and an outlot. The final plat is consistent with the approved preliminary plat.

FINAL SITE PLAN:

The final site plan is substantially consistent with the approved preliminary site plan. The items discussed below are areas where additional information was submitted as conditioned on the preliminary approvals.

Phasing

The development is proposed to be constructed in three phases, with one structure to be completed in each phase. The first phase to be completed is the north apartment structure on Lot 1, with the second phase constructing the south apartment structure on Lot 2 and the third and final phase will be to construct the west apartment structure on Lot 3.

Lighting

The applicant provided a revised lighting plan which is compliant with ordinance standards for lighting and glare. The applicant has also amended the lighting plan to include pedestrian-scale streetlights along the public sidewalk intended to light areas in the right of way and increase walkability in the T.O.D. district, as required.

FINAL PUD PLAN:

Overview of Approved Flexibility

The applicant received the following PUD flexibility with the development stage PUD:

1. All lots are allowed to have less than the 60% minimum impervious surface coverage.
2. The buildings are allowed to exceed the maximum setback as shown on the approved plans
3. The main entrances for each apartment building are allowed to be setback more than five feet from the front property line.
4. Parking lots and accessory garage structures are allowed to be located in the front yards.
5. The applicant is allowed to exceed the maximum parking allowed and provide 218 spaces.
6. The applicant is not required to construct more than six garage structures.
7. The applicant is not required to provide building façades with the minimum material standards. The buildings will be constructed with the materials shown on the approved plans.
8. The applicant is not required to construct a sidewalk along County Road 43 NW.
9. The applicant is not required to construct pedestrian amenities such as benches, public art, planters, trash receptacles, etc. along sidewalks and in landscaped areas, open spaces and plazas.
10. One monument sign is allowed.

The final plans are consistent with the flexibility granted as part of the preliminary approvals.

DEVELOPMENT FEES:

The applicant will be required to pay the applicable development fees prior to building permit issuance for each phase of the project. The fees will include park dedication, trunk sewer, trunk water, trunk storm, sewer access charges and water access charges.

OTHER STAFF COMMENTS:

Engineering and Public Works:

Bolton and Menk prepared a comment letter for the review of this development plan (Attachment A).

Fire Department

No comment.

Police Department

No comment.

FINANCIAL IMPACT

NA

STAFF RECOMMENDATION

Staff is recommending approval of the Rezoning, Final PUD and Final Plat for the Station Street Apartments project. Staff's recommendation of approval comes with the following conditions:

PLANNING AND ZONING CONDITIONS

1. The final PUD approval is for three (3) apartment buildings, six (6) accessory garage structures and an accessory pool house structure. No additional structures may be built without a revision to the PUD.
2. All construction plans officially submitted to the City shall be treated as a formal agreement between the Applicant and the City. Once approved, no changes, modifications, or alterations shall be made to any plan detail, standard, or specification without prior submittal of a plan modifications request to the City Planner for review and approval.
3. The Applicant will need to enter into a development agreement and PUD agreement with the City prior to development. A Development Contract/PUD Agreement shall be drafted by the City Attorney prior to approval of the Final Plat.
4. Any conditions of the Planning Commission, City Council, Staff, consultants, or other agencies responsible for the review of this development application.

ATTACHMENTS

Attachment A:	Engineer's Memo
Attachment B:	Final Plat
Attachment C:	Landscape Plan
Attachment D:	Site Plan
Attachment E:	Building Elevations
Attachment F:	TOD Station Zoning Map
Attachment G:	Rezoning Ordinance
Attachment H:	Final Plat and Final PUD Resolution
Attachment I:	Summary Publication Resolution
Attachment J:	Draft Development Contract
Attachment K:	Draft Stormwater Maintenance Agreement

Attachment A
Memorandum, Bolton and Menk



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

February 19, 2020

Sara Roman, Consultant City Planner
via e-mail: swoolf@biglakemn.org
160 Lake Street North
Big Lake, MN

RE: Station Street Apartments
City of Big Lake, Minnesota
Project No.: W18.119768

Dear Sara,

We have reviewed the Final Plat and Construction Plans submitted by Kuepers Architects and Builders, Inc. The documents for the above referenced project are dated October 31, 2019 with Revision Number 1 dated 01/09/2020 and we have the following comments:

Final Plat:

1. The reference to Anoka County near the bottom right of Sheet 1 of 2 shall be revised to Sherburne County.
2. The text along property and easement lines should be modified so that it can be read.
3. The drainage and utility easement along the north side of the property shall be expanded to include the proposed stormwater management facility.

Construction Plans:

1. The applicant shall obtain all approvals necessary for the submitted wetland replacement plan prior to construction.
2. The applicant shall obtain a MDH watermain extension permit and submit a copy to the city.
3. The applicant shall obtain a work within the right of way permit from the City of Big Lake.
4. The applicant shall obtain a work within the right of way permit from Sherburne County. A copy of the permit shall be submitted to the city.
5. The applicant shall obtain a NPDES Construction Stormwater Permit and shall submit a copy of the permit to the city prior to construction.
6. The applicant shall enter into a Stormwater Maintenance Agreement for the infiltration basins on the property.
7. The applicant shall provide infiltration test results for each of the proposed infiltration basins.
8. The applicant shall obtain soil borings to verify groundwater depth and soil type within the proposed infiltration basin locations and submit the data to the City of Big Lake for review.
9. The applicant shall confirm that concrete valley gutters are not required to accommodate drainage at the proposed site accesses.

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Bolton & Menk is an equal opportunity employer.

Sara Roman, City Planner
February 19, 2020
Page 2

10. The applicant shall revise sheet 4 of 12 to accurately illustrate the proposed drainage and utility easements within Lot 1 Block 1.
11. Drainage and utility easements shall be added to sheet 6 of 12.
12. Information regarding FES 1 and FES 2 shall be added to sheets 5 and 8 of 12.
13. The E.O.F elevation text on sheet 7 of 12 near the NE corner of the property shall be adjusted so that it can be read.
14. All construction shall be in accordance with the City of Big Lake Standards.
15. Revised plans incorporating the above reference comments shall be submitted for the review of the City of Big Lake.

We recommend approval of the Final Plat and Construction Plans contingent on the above referenced comments and those comments received by Sherburne County, other city staff, commissions, and council.

If you have any questions on the above, please call.

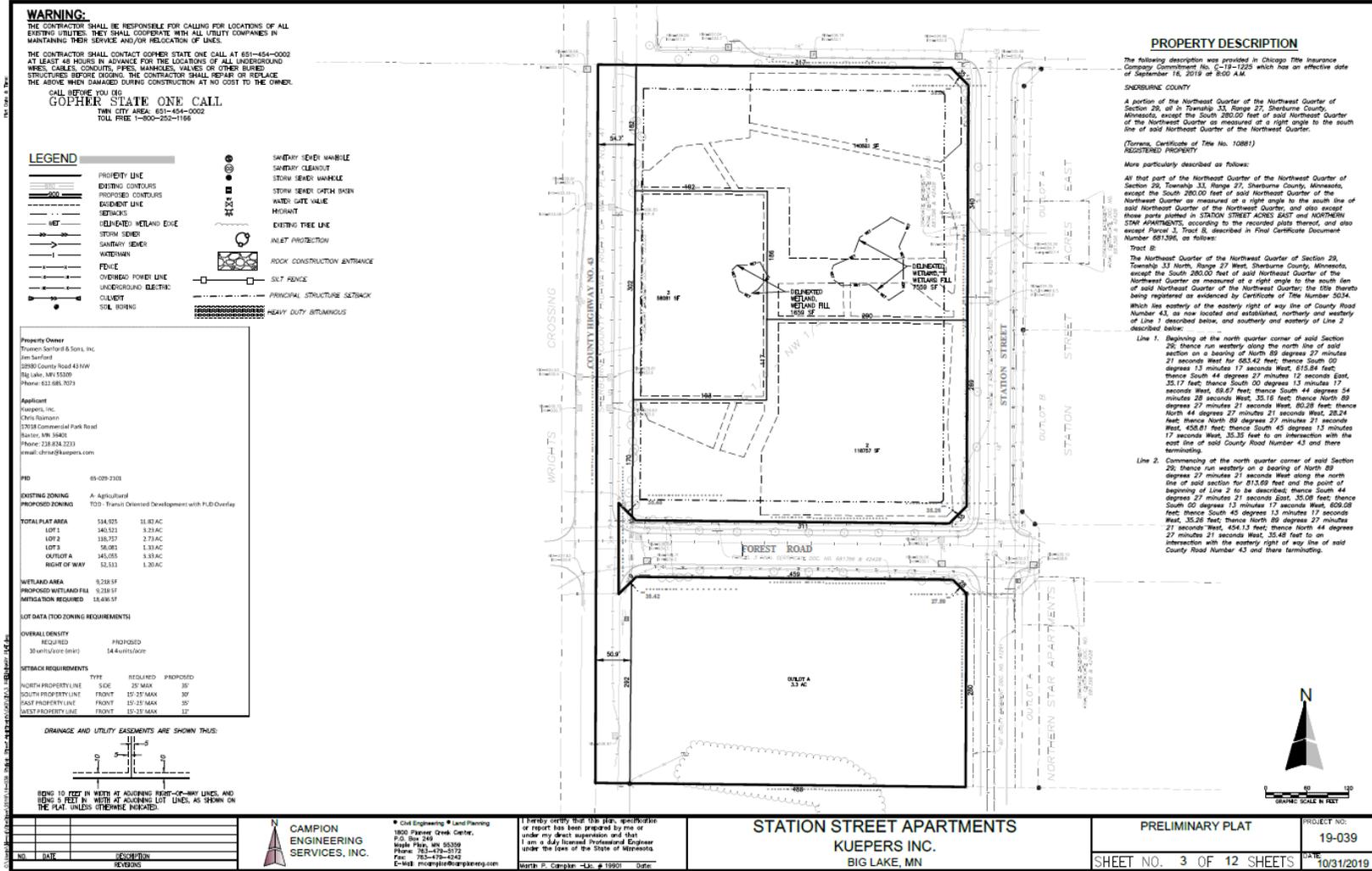
Sincerely,

Bolton & Menk, Inc.



Jared Vogt, P.E.
Principal Engineer

Attachment B Final Plat



WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.
THE CONTRACTOR SHALL CONTACT Gopher State One Call at 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-250-1188

LEGEND

	PROPERTY LINE		SEWERY SEWER MANHOLE
	EXISTING CONTOUR		STORM SEWER MANHOLE
	PROPOSED CONTOUR		WATER SEWER OPEN BASIN
	EASEMENT LINE		WATER SATE VALVE
	SEWER		MISRANT
	DELIMITED WETLAND EXIST		EXISTING TREE LINE
	STORM SEWER		INLET PROTECTION
	SANITARY SEWER		ROCK CONSTRUCTION ENTRANCE
	WATERMAIN		SILT FENCE
	FDLE		PRINCIPAL STRUCTURE SETBACK
	OVERHEAD POWER LINE		HEAVY DUTY SETBACK
	UNDERGROUND ELECTRIC		
	CULVERT		
	SOIL BORING		

Property Owner
Francis Sanford & Sons, Inc.
Jan Sanford
1850 County Road 43 NW
Big Lake, MN 55309
Phone: 612.985.7073

Applicant
Kuepers, Inc.
Chris Kuepers
1718 Commercial Park Road
Baxter, MN 56402
Phone: 218.628.2233
Email: chris@kuepers.com

PID: 65-029-2103

EXISTING ZONING: A - Agricultural
PROPOSED ZONING: TOD - Transit Oriented Development with PUD Overlay

TOTAL PLAT AREA	514,925	11.82 AC
LOF 1	340,533	3.23 AC
LOF 2	118,757	2.73 AC
LOF 3	56,081	1.31 AC
OUTLOT A	345,055	3.33 AC
RIGHT-OF-WAY	52,511	1.30 AC

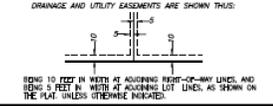
WETLAND AREA: 9,239 SF
PROPOSED WETLAND FILL: 16,436 SF
MITIGATION REQUIRED: 16,436 SF

LOF DATA (TOD ZONING REQUIREMENTS)

OVERALL DENSITY	REQUIRED	PROPOSED
35 units/acre (min)	14.4 units/acre	

SETBACK REQUIREMENTS

TYPE	REQUIRED	PROPOSED
NORTH PROPERTY LINE	5'00"	30'
SOUTH PROPERTY LINE	15'-25" MAX	30'
EAST PROPERTY LINE	15'-25" MAX	35'
WEST PROPERTY LINE	15'-25" MAX	12'



PROPERTY DESCRIPTION
The following description was provided in Chicago Title Insurance Company Commitment No. C-13-1225 which has an effective date of September 16, 2019 at 9:00 AM.
SHERBURNE COUNTY
A portion of the Northeast Quarter of the Northwest Quarter of Section 29, of Township 33, Range 27, Sherburne County, Minnesota, except the South 200.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south line of said Northeast Quarter of the Northwest Quarter.
(Current Certificate of Title No. 10881)
REGISTERED PROPERTY
More particularly described as follows:
All that part of the Northeast Quarter of the Northwest Quarter of Section 29, Township 33, Range 27, Sherburne County, Minnesota, except the South 200.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south line of said Northeast Quarter of the Northwest Quarter, the title thereto being registered as evidenced by Certificate of Title Number 5524, which lies easterly of the easterly right of way line of County Road Number 43, as now located and established, northerly and westerly of Line 1 described below, and southerly and easterly of Line 2 described below:
Line 1. Beginning at the north quarter corner of said Section 29; thence run westerly along the north line of said section on a bearing of North 89 degrees 27 minutes 21 seconds West for 683.62 feet; thence South 02 degrees 13 minutes 17 seconds West, 615.84 feet; thence South 44 degrees 27 minutes 12 seconds East, 35.17 feet; thence South 00 degrees 13 minutes 17 seconds West, 89.87 feet; thence South 44 degrees 34 minutes 28 seconds West, 35.16 feet; thence North 89 degrees 27 minutes 21 seconds West, 80.28 feet; thence North 44 degrees 27 minutes 21 seconds West, 28.24 feet; thence North 89 degrees 27 minutes 21 seconds West, 458.81 feet; thence South 45 degrees 13 minutes 17 seconds West, 35.35 feet to an intersection with the east line of said County Road Number 43 and there terminating.
Line 2. Commencing at the north quarter corner of said Section 29; thence run westerly on a bearing of North 89 degrees 27 minutes 21 seconds West along the north line of said section for 613.69 feet and the point of beginning of Line 2 to be described; thence South 44 degrees 27 minutes 21 seconds East, 35.08 feet; thence South 02 degrees 13 minutes 17 seconds West, 609.08 feet; thence South 45 degrees 13 minutes 17 seconds West, 35.26 feet; thence North 89 degrees 27 minutes 21 seconds West, 454.15 feet; thence North 44 degrees 27 minutes 21 seconds West, 35.48 feet to an intersection with the easterly right of way line of said County Road Number 43 and there terminating.

NO.	DATE	DESCRIPTION
		REVISIONS

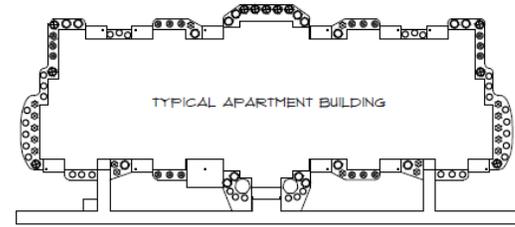
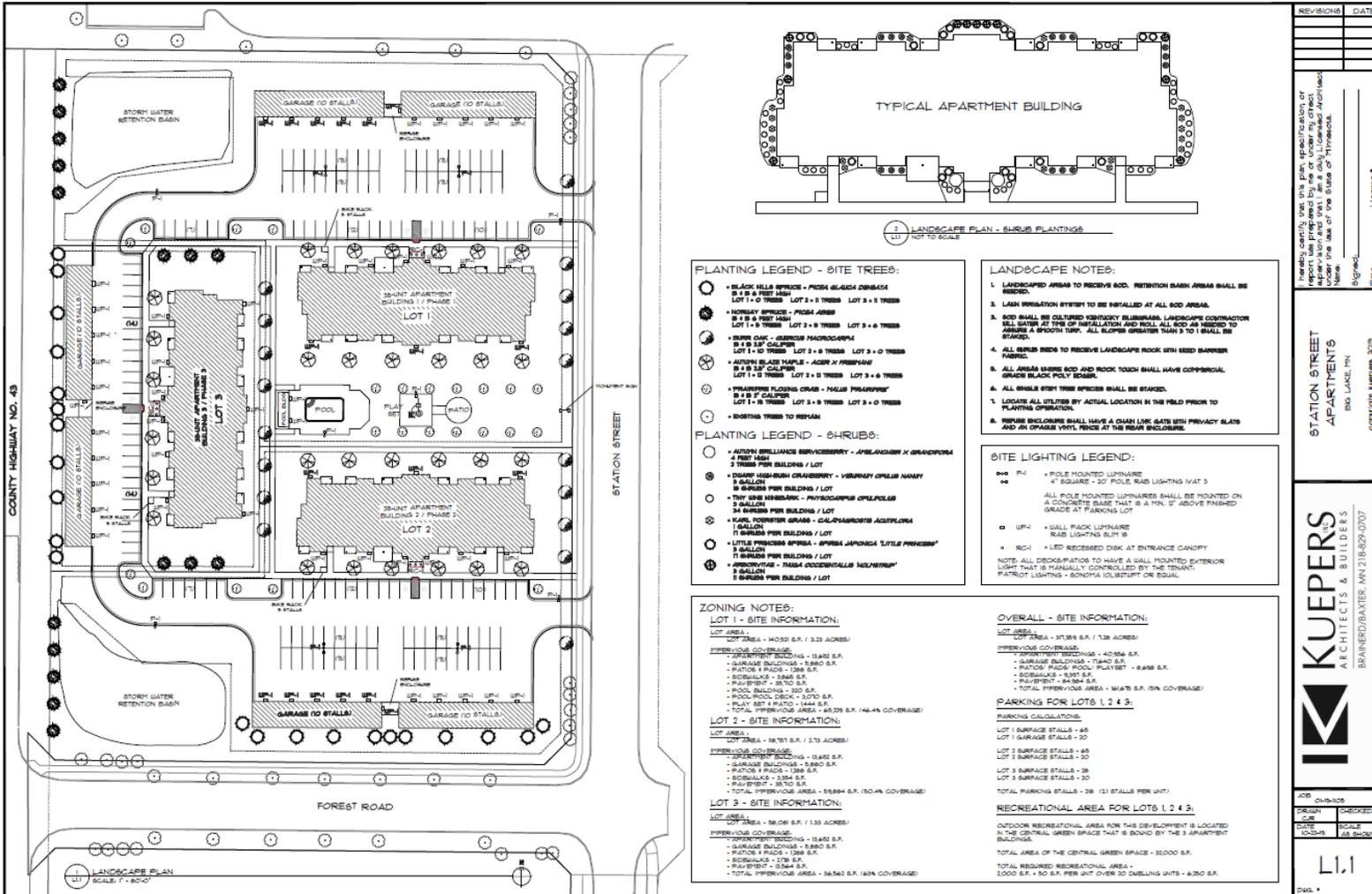
CAMPION ENGINEERING SERVICES, INC.
Civil Engineering • Land Planning
1800 Pioneer Creek Centre
P.O. Box 241
Big Lake, MN 55309
Phone: 763-479-0172
Fax: 763-479-0160
E-Mail: info@campioneng.com
Walter P. Campbell - Lic. # 19901 - Survey

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

STATION STREET APARTMENTS
KUEPERS INC.
BIG LAKE, MN

PRELIMINARY PLAT
PROJECT NO. 19-039
SHEET NO. 3 OF 12 SHEETS
DATE 10/31/2019

Attachment C Landscape Plan



PLANTING LEGEND - SITE TREES:

- BLACK HILLS SPRUCE - PICEA GLAUCA DIMORPHA 8" x 8" TREE TALL
- LOT 1 = 0 TREES LOT 2 = 2 TREES LOT 3 = 1 TREE
- NORWAY SPRUCE - PICEA ABIES 8" x 8" TREE TALL
- LOT 1 = 9 TREES LOT 2 = 9 TREES LOT 3 = 6 TREES
- WHITE OAK - QUERCUS MACROCARPA 8" x 8" 1 1/2" CALIPER
- LOT 1 = 10 TREES LOT 2 = 8 TREES LOT 3 = 0 TREES
- AMERICAN BIRCH - BETAULA PUMILA 8" x 8" 1 1/2" CALIPER
- LOT 1 = 11 TREES LOT 2 = 8 TREES LOT 3 = 6 TREES
- PRINCETON FLOERS CRAB - FAGUS PENSYLVANICA 8" x 8" 1 1/2" CALIPER
- LOT 1 = 8 TREES LOT 2 = 8 TREES LOT 3 = 0 TREES
- BOSTON TREES TO REPAIR

PLANTING LEGEND - SHRUBS:

- ASTER BRILLIANCE BURNINGBUSH - NYCTAGINTHIS GLENNIERI X GRANDIFLORA 4 FEET TALL
- 2 TREES PER BUILDING / LOT
- BURNING BUSH - WICKSTROMIA CRANBERRY - VIBURNUM OPULIFOLIUM 3 GALLON
- 5 SHRUBS PER BUILDING / LOT
- TRIVIAL HIBISCUS - HYDRANGEA OPULIFOLIUM 3 GALLON
- 5 SHRUBS PER BUILDING / LOT
- KALM FORSYTHIA - CALYPTROGYNUS ACUTIFLORA 1 GALLON
- 11 SHRUBS PER BUILDING / LOT
- LITTLE PRINCESS SPYRIDA - ERINUS JAPONICA 'LITTLE PRINCESS' 3 GALLON
- 5 SHRUBS PER BUILDING / LOT
- ARBOVITAE - TAMARA OCCIDENTALIS 'HOLYBERRY' 3 GALLON
- 5 SHRUBS PER BUILDING / LOT

ZONING NOTES:

LOT 1 - SITE INFORMATION:

LOT AREA - 14030 S.F. (3.23 ACRES)

PERVIOUS COVERAGE:

- GARAGE BUILDING - 5880 S.F.
- PATIO - 1384 S.F.
- SCRAMBLER - 3280 S.F.
- PLAY SET - 1444 S.F.
- POOL - 1444 S.F.
- TOTAL PERVIOUS AREA - 14428 S.F. (10.4% COVERAGE)

LOT 2 - SITE INFORMATION:

LOT AREA - 16791 S.F. (3.73 ACRES)

PERVIOUS COVERAGE:

- GARAGE BUILDING - 5880 S.F.
- PATIO - 1384 S.F.
- SCRAMBLER - 3280 S.F.
- PLAY SET - 1444 S.F.
- POOL - 1444 S.F.
- TOTAL PERVIOUS AREA - 15884 S.F. (10.4% COVERAGE)

LOT 3 - SITE INFORMATION:

LOT AREA - 16791 S.F. (3.73 ACRES)

PERVIOUS COVERAGE:

- GARAGE BUILDING - 5880 S.F.
- PATIO - 1384 S.F.
- SCRAMBLER - 3280 S.F.
- PLAY SET - 1444 S.F.
- POOL - 1444 S.F.
- TOTAL PERVIOUS AREA - 16760 S.F. (10.4% COVERAGE)

LANDSCAPE NOTES:

1. LANDSCAPED AREAS TO RECEIVE SOIL. RETENTION BASIN AREAS SHALL BE SEED.
2. LAWN IRRIGATION SYSTEM TO BE INSTALLED AT ALL SOIL AREAS.
3. SOIL SHALL BE CULTURED KENTUCKY BLUEGRASS. LANDSCAPE CONTRACTOR SHALL WATER AT TIME OF INSTALLATION AND ROLL ALL SOIL AS NEEDED TO ACHIEVE A SMOOTH SURF. ALL SLOPES GREATER THAN 5 TO 1 SHALL BE STAKED.
4. ALL GRASS SEEDS TO RECEIVE LANDSCAPE ROCK WITH SEED BARRIER FIBER.
5. ALL AREAS EXPOSED SOIL AND ROCK TOUCH SHALL HAVE COMMERCIAL GRADE BLACK POLY BARRIER.
6. ALL SHRUBS EXPOSED TO SOIL SHALL BE STAKED.
7. LOCATE ALL UTILITIES BY ACTUAL LOCATION IN THE FIELD PRIOR TO PLANTING OPERATION.
8. RETAIN WALL ENCLOSURES SHALL HAVE A GALN LINE SLATE WITH PRIVACY SLATS AND AN ORANGE WYLL FENCE AT THE REAR ENCLOSURE.

SITE LIGHTING LEGEND:

- FH - POLE MOUNTED LUMINAIRE 4" SQUARE - 30' POLE, RAB LIGHTING IVAT 3
- ALL POLE MOUNTED LUMINAIRES SHALL BE MOUNTED ON A CONCRETE BASE THAT IS 1/4" MIN. 1" ABOVE FINISHED GRADE AT PARKING LOT
- FH - WALL MOUNTED LUMINAIRE RAB LIGHTING 6.1/4 B
- RDH - LED RECESSED DISK AT ENTRANCE CANDY

NOTE: ALL PROSPECTORS TO HAVE A WALL MOUNTED EXTERIOR LIGHT THAT IS MANUALLY CONTROLLED BY THE TENANT. PATRIOT LIGHTING - BONDIA 10.1/2 FT OR EQUAL

OVERALL - SITE INFORMATION:

LOT AREA - 37355 S.F. (1.38 ACRES)

PERVIOUS COVERAGE:

- GARAGE BUILDING - 17640 S.F.
- PATIO - 4152 S.F.
- SCRAMBLER - 9840 S.F.
- PLAY SET - 4320 S.F.
- POOL - 4320 S.F.
- TOTAL PERVIOUS AREA - 36272 S.F. (10% COVERAGE)

PARKING FOR LOTS 1, 2 & 3:

PARKING CALCULATIONS:

- LOT 1 SURFACE STALLS - 65
- LOT 1 GARAGE STALLS - 50
- LOT 2 SURFACE STALLS - 65
- LOT 2 GARAGE STALLS - 50
- LOT 3 SURFACE STALLS - 65
- LOT 3 GARAGE STALLS - 50

TOTAL PARKING STALLS - 390 (21 STALLS PER UNIT)

RECREATIONAL AREA FOR LOTS 1, 2 & 3:

OUTDOOR RECREATIONAL AREA FOR THIS DEVELOPMENT IS LOCATED IN THE CENTRAL GREEN SPACE THAT IS BOUND BY THE 3 APARTMENT BUILDINGS

TOTAL AREA OF THE CENTRAL GREEN SPACE - 30000 S.F.

TOTAL REQUIRED RECREATIONAL AREA - 2000 S.F. + 30 S.F. PER UNIT OVER 30 DWELLING UNITS = 6300 S.F.

REVISIONS	DATE

STATION STREET APARTMENTS
BIG LAKE, MN

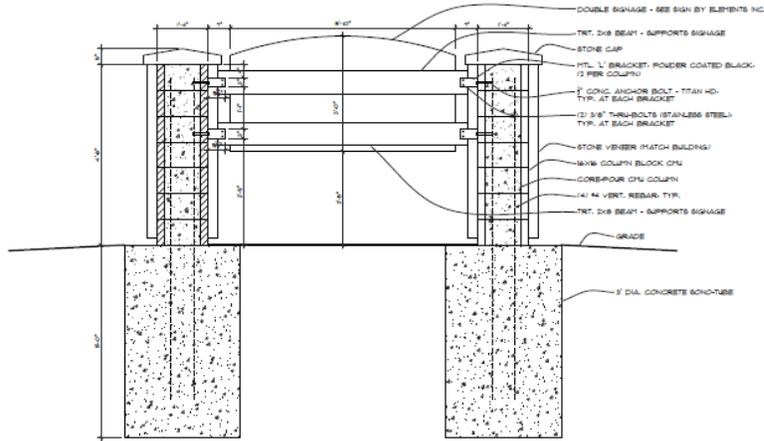
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KUEPERS
A ARCHITECTS & BUILDERS
BRAND/BAXTER, MN 218-829-0707

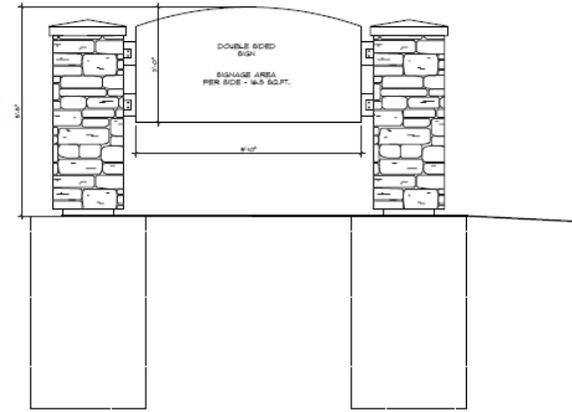
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DATE: 10-25-18
DRAWN: [initials]

L.I.I.
DUG

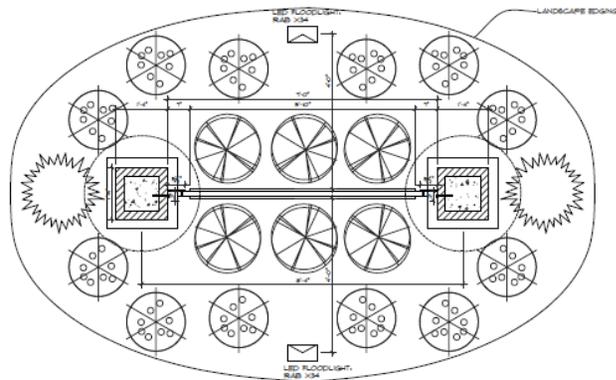
L:\Projects\2018\Big Lake Apartments\Monument Sign.dwg Oct 31, 2018 04:28:07 PM



2 SECTION - TYPICAL
SCALE: 3/8" = 1'-0"



3 MONUMENT SIGN ELEVATION
SCALE: 3/8" = 1'-0"



1 PLAN VIEW
SCALE: 3/8" = 1'-0"

GENERAL NOTES:

1. SIGN ILLUMINATION: GROUND MOUNTED FLOODLIGHT LUMINAIRE - EACH SIDE: RAB LIGHTING X34
2. SIGN ILLUMINATION: SIGN LIGHTING TO CONCENTRATE THE ILLUMINATION UPON THE PRINTED AREA OF THE SIGN FACE. NO ILLUMINATION MAY EXCEED ONE FOOT-CANDLE OF ILLUMINATION AT THE PROPERTY LINE.
3. LANDSCAPE REQUIREMENTS: SIGN BASE TO BE LANDSCAPED WITH SMALL SHRUBS A MIN. OF 18 INCHES IN HEIGHT AT PLANTING TO PROVIDE CONTINUOUS SCREENING OF THE SIGNAGE BASE. LANDSCAPING TO EXTEND A MIN. OF 2 FEET FROM THE SIGN BASE ON ALL SIDES.

LANDSCAPE LEGEND:

- TINY LINDEN NINEBARK ' PHYSCARPUS OPUULIFOLIUS '
- HEMEROCALLIS ' STELLA DE ORO '
- HYDRANGEA PANICULATA ' LITTLE LAMB '

REVISIONS	DATE

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 Architect. Name: _____ License #: _____
 Signature: _____ Date: _____ License #: _____

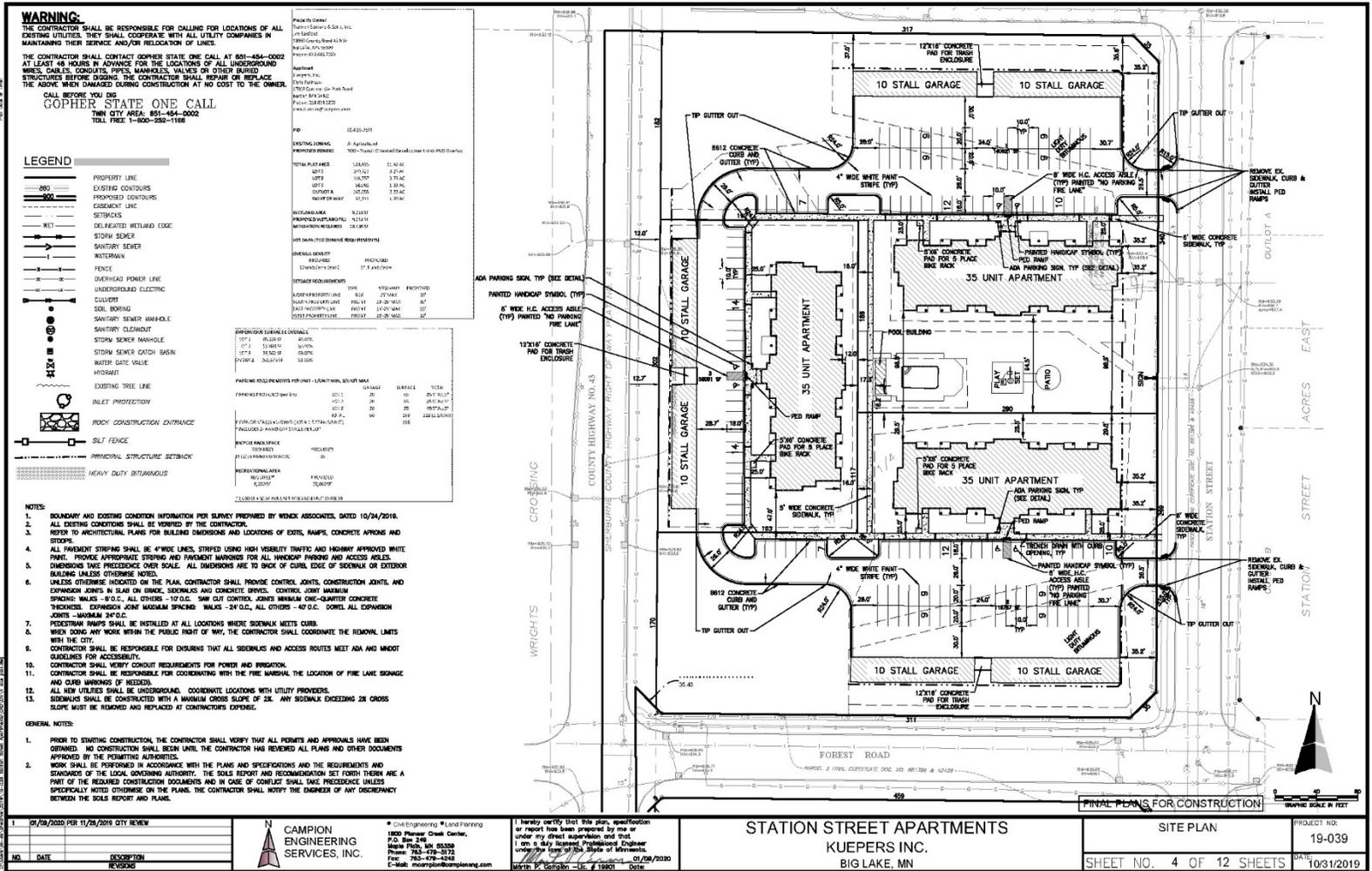
STATION STREET APARTMENTS
 BIG LAKE, MN
 copyright kuempers 2018

IK KUEPERS
 ARCHITECTS & BUILDERS
 BRAINER/BAXTER, MN 218-829-0707

JOB	DATE

L1.2
 DWG. *

Attachment D Site Plan



WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.
THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 851-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRING, CABLES, CONDUITS, PIPES, MANHOLES, WALKS OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 851-454-0002
TOLL FREE: 1-800-282-1188

- LEGEND**
- PROPERTY LINE
 - EXISTING CONTOURS
 - PROPOSED CONTOUR
 - EASEMENT LINE
 - SETBACKS
 - DELEGATED METHODLAND EDGE
 - STORM SEWER
 - SANITARY SEWER
 - WATER MAIN
 - OVERHEAD POWER LINE
 - UNDERGROUND ELECTRIC
 - CULVERT
 - SOIL BORING
 - SANITARY SEWER MANHOLE
 - SANITARY CLEANOUT
 - STORM SEWER MANHOLE
 - STORM SEWER CHECK VALVE
 - WATER GATE VALVE
 - HYDRANT
 - EXISTING TREE LINE
 - INLET PROTECTION
 - ROOF CONSTRUCTION ENTRANCE
 - SILT FENCE
 - PRINCIPAL STRUCTURE SETBACK
 - HEAVY DUTY BITUMASTIC

PROPOSED FINISH

FINISH GRADE	12.00	12.00	12.00
FINISH GRADE	12.00	12.00	12.00
FINISH GRADE	12.00	12.00	12.00
FINISH GRADE	12.00	12.00	12.00

PROPOSED FINISH

FINISH GRADE	12.00	12.00	12.00
FINISH GRADE	12.00	12.00	12.00
FINISH GRADE	12.00	12.00	12.00
FINISH GRADE	12.00	12.00	12.00

- NOTES:**
- BOUNDARY AND EXISTING CONDITION INFORMATION PER SURVEY PREPARED BY WENCK ASSOCIATES, DATED 10/24/2018.
 - ALL EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR.
 - REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND LOCATIONS OF DOORS, RAMPS, CONCRETE AVENUE AND STOPS.
 - ALL PAVEMENT STRIPING SHALL BE 4" WIDE LINES, STRIPED USING HIGH VISIBILITY THERMOPLASTIC AND HIGHWAY APPROVED WHITE PAINT. PROVIDE APPROPRIATE STOPPING AND PREVENT WARRINGS FOR ALL HANDICAP PARKING AND ACCESSIBLE AREAS. DIMENSIONS TAKE PRECEDENCE OVER SCALE. ALL DIMENSIONS ARE TO BACK OF CURB, EDGE OF SIDEWALK OR EXTERIOR BUILDING UNLESS OTHERWISE NOTED.
 - UNLESS OTHERWISE INDICATED ON THE PLAN, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINTS, AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND CONCRETE DRIVEWAYS. CONTROL JOINT MAXIMUM SPACING: WALKS - 8' O.C., ALL OTHERS - 12' O.C. SAW CUT CONTROL JOINTS: MINIMUM ONE-QUARTER CONCRETE THICKNESS. EXPANSION JOINT MAXIMUM SPACING: WALKS - 24' O.C., ALL OTHERS - 42' O.C. DOWN ALL EXPANSION JOINTS - MAXIMUM 24" O.C.
 - PEDESTRIAN RAMPS SHALL BE INSTALLED AT ALL LOCATIONS WHERE SIDEWALK MEETS CURB.
 - WHEN DOING ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR SHALL COORDINATE THE REMOVAL LIMITS WITH THE CITY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL SIDEWALKS AND ACCESS ROADS MEET ADA AND MNDOT GUIDELINES FOR ACCESSIBILITY.
 - CONTRACTOR SHALL VERIFY CONDUIT REQUIREMENTS FOR POWER AND FIREPROTECTION.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE FIRE MARSHAL THE LOCATION OF FIRE LANE SIGNAGE AND CURB MARKINGS OF REZONES.
 - ALL NEW UTILITIES SHALL BE UNDERGROUND. COORDINATE LOCATIONS WITH UTILITY PROVIDERS.
 - SIDEWALK SHALL BE CONSTRUCTED WITH A MINIMUM CROSS SLOPE OF 2%. ANY SIDEWALK EXCEEDING 2% CROSS SLOPE MUST BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE.

- GENERAL NOTES:**
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT ALL PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION SHALL BEGIN UNTIL THE CONTRACTOR HAS REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY THE PERMITTING AUTHORITIES.
 - WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY. THE SOILS REPORT AND RECOMMENDATION SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND PLANS.

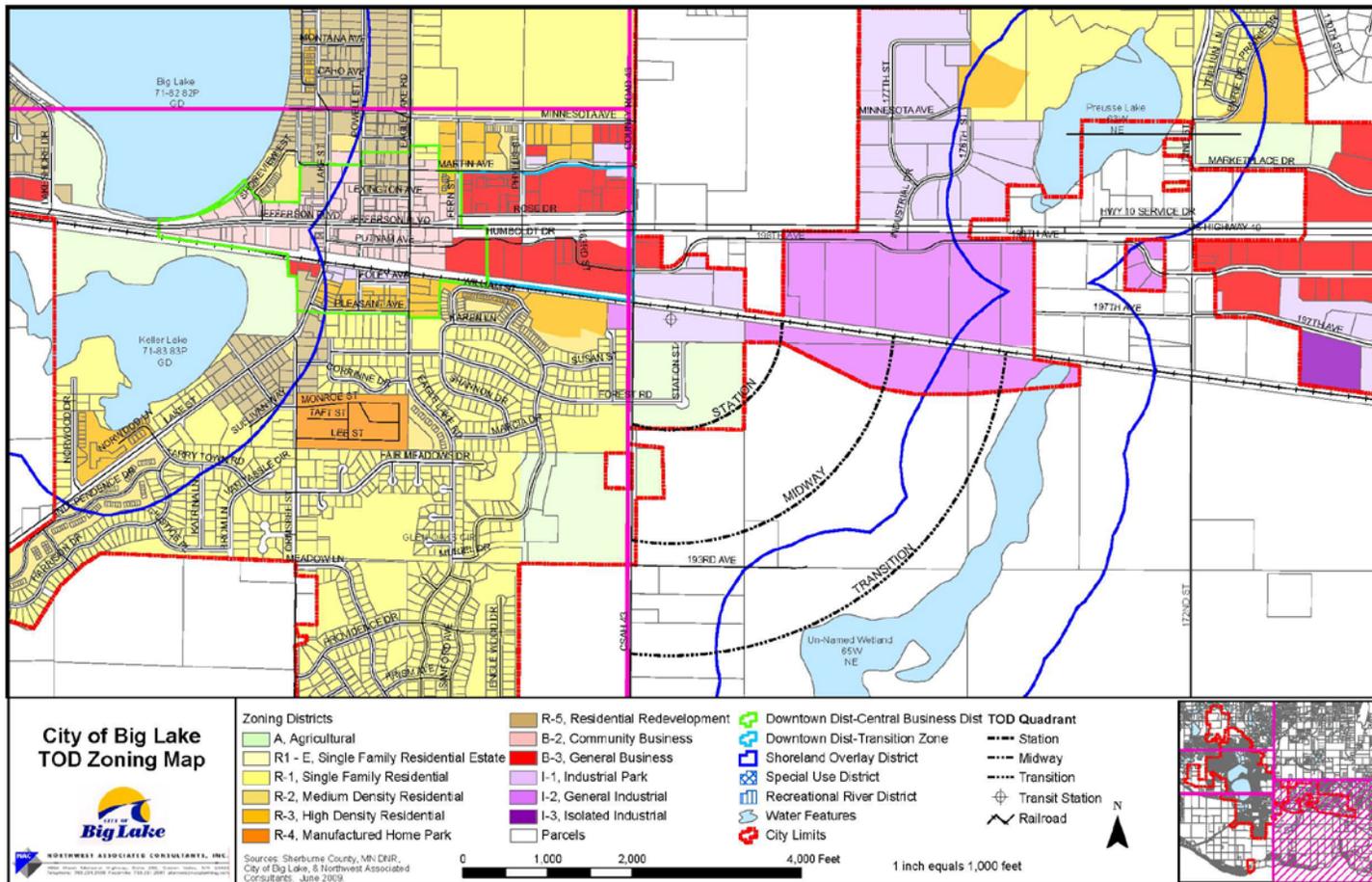
NO.	DATE	DESCRIPTION	REVISION
1	10/29/2020	FOR 11/25/2019 CITY REVIEW	

CAMPION ENGINEERING SERVICES, INC.
1800 Pioneer Creek Center
Big Lake, MN 55309
Phone: 763-478-5733
Fax: 763-478-4242
E-mail: campion@campionsw.com

STATION STREET APARTMENTS
KUEPERS INC.
BIG LAKE, MN

SITE PLAN
PROJECT NO. 19-039
DATE: 10/31/2019
SHEET NO. 4 OF 12 SHEETS

Attachment F: TOD Station Zoning Map



Attachment G:
Rezoning Ordinance

**CITY OF BIG LAKE
ORDINANCE NO. 2020-XX**

**AN ORDINANCE ESTABLISHING A PLANNED UNIT DEVELOPMENT ZONING
DISTRICT FOR STATION STREET APARTMENTS**

THE CITY COUNCIL OF BIG LAKE ORDAINS:

SECTION 1. LEGAL DESCRIPTION. This Ordinance modifies the zoning district of the following described property located within the City of Big Lake, Sherburne County, Minnesota:

See Exhibit A

(hereinafter "Property").

SECTION 2. PUD ZONING. The City hereby rezones the Property to PUD, Planned Unit Development District, with the following conditions:

A. Base Zoning District. Except as superseded herein, all provisions of the Big Lake Zoning Code applicable to a TOD, Transit Oriented Development District shall be applicable to the Property.

B. Regulations. The regulations from Resolution No. 2020-02 and 2020-XX which approved the development stage PUD and final PUD, respectively, apply to the Property and supersede all conflicting provisions of the Big Lake Zoning Code applicable to a TOD, Transit Oriented Development District.

SECTION 3. ZONING MAP. The zoning map of the City of Big Lake shall not be republished to show the aforesaid zoning, but the Clerk shall appropriately mark the zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance, and all of the notations, references, and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall be effective upon its passage and summary publication by the City Council.

SECTION 5. RECORDING. A copy of this Ordinance shall be recorded against the Property.

Adopted by the Big Lake City Council this 26th day of February, 2020.

CITY OF BIG LAKE

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

*Drafted by:
City of Big Lake
160 North Lake Street
Big Lake, MN 55309*

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this____ day of February, 2020 by the Mayor and City Clerk of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

EXHIBIT A
Legal Description

The following description was provided in Chicago Title Insurance Company Commitment No. C-19-1225 which has an effective date of September 16, 2019 at 8:00 A.M.

SHERBURNE COUNTY

A portion of the Northeast Quarter of the Northwest Quarter of Section 29, all in Township 33, Range 27, Sherburne County, Minnesota, except the South 280.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south line of said Northeast Quarter of the Northwest Quarter.

(Torrens, Certificate of Title No. 10881)
REGISTERED PROPERTY

More particularly described as follows:

All that part of the Northeast Quarter of the Northwest Quarter of Section 29, Township 33, Range 27, Sherburne County, Minnesota, except the South 280.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south line of said Northeast Quarter of the Northwest Quarter, and also except those parts platted in STATION STREET ACRES EAST and NORTHERN STAR APARTMENTS, according to the recorded plats thereof, and also except Parcel 3, Tract B, described in Final Certificate Document Number 681396, as follows:

Tract B:

The Northeast Quarter of the Northwest Quarter of Section 29, Township 33 North, Range 27 West, Sherburne County, Minnesota, except the South 280.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south line of said Northeast Quarter of the Northwest Quarter; the title thereto being registered as evidenced by Certificate of Title Number 5034.

Which lies easterly of the easterly right of way line of County Road Number 43, as now located and established, northerly and westerly of Line 1 described below, and southerly and easterly of Line 2 described below:

Line 1. Beginning at the north quarter corner of said Section 29; thence run westerly along the north line of said section on a bearing of North 89 degrees 27 minutes 21 seconds West for 683.42 feet; thence South 00 degrees 13 minutes 17 seconds West, 615.84 feet; thence South 44 degrees 27 minutes 12 seconds East, 35.17 feet; thence South 00 degrees 13 minutes 17 seconds West, 69.67 feet; thence South 44 degrees 54 minutes 28 seconds West, 35.16 feet; thence North 89 degrees 27 minutes 21 seconds West, 80.28 feet; thence North 44 degrees 27 minutes 21 seconds West, 28.24 feet; thence North 89 degrees 27 minutes 21 seconds West, 458.81 feet; thence South 45 degrees 13 minutes 17 seconds West, 35.35 feet to an intersection

with the east line of said County Road Number 43 and there terminating.

Line 2.

Commencing at the north quarter corner of said Section 29; thence run westerly on a bearing of North 89 degrees 27 minutes 21 seconds West along the north line of said section for 813.69 feet and the point of beginning of Line 2 to be described; thence South 44 degrees 27 minutes 21 seconds East, 35.08 feet; thence South 00 degrees 13 minutes 17 seconds West, 609.08 feet; thence South 45 degrees 13 minutes 17 seconds West, 35.26 feet; thence North 89 degrees 27 minutes 21 seconds West, 454.13 feet; thence North 44 degrees 27 minutes 21 seconds West, 35.48 feet to an intersection with the easterly right of way line of said County Road Number 43 and there terminating.

Attachment H:
Final Plat and Final PUD Resolution

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, on Wednesday, February 26, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**CITY OF BIG LAKE
RESOLUTION NO. 2020-XX**

**RESOLUTION APPROVING A FINAL PLAT AND FINAL PLANNED UNIT
DEVELOPMENT PLAN FOR STATION STREET APARTMENTS**

WHEREAS, the Development Stage PUD, preliminary plat and preliminary site and building plan was approved by the City Council on January 8, 2020; and

WHEREAS, the City Council finds that the final plat and Final PUD plan for Station Street Apartments is in substantial compliance with the approved development stage PUD, preliminary plat and preliminary site and building plan; and

WHEREAS the City Council of Big Lake makes the following Findings of Fact and decision:

- A. A site location map showing the project location within the City is attached as Exhibit B.
- B. The Planning Report dated January 8, 2020, shall be the governing document which includes the following attachments:

Attachment A:	Site Location Map
Attachment B:	Public Hearing Notice
Attachment C:	Engineer's Memo
Attachment D:	Preliminary Plat and Engineering Plans
Attachment E:	Landscape Plan
Attachment F:	Building Elevations
Attachment G:	Graphic Renderings
Attachment H:	TOD Station Zoning Map

- C. The legal description of the subject property is attached as Exhibit A.
- D. The Final Plat is attached as Exhibit D.
- E. The proposed high-density residential development will be compatible with present and future land uses of the area.
- F. The proposed high-density residential development will not tend to or actually depreciate the area in which it is proposed.
- G. The proposed high-density residential development can be accommodated with existing and future planned public and private services and will not overburden the City's service capacity.
- H. Traffic generated by the proposed high-density residential development is within capabilities of streets serving the property.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Big Lake that it hereby approves the Station Street Apartments final plat and Final Planned Unit Development Plan for Station Street Apartments subject to the following conditions:

PLANNING AND ZONING CONDITIONS

- 1. The following Planned Unit Development (PUD) flexibility shall be granted in accordance with the approved plans:
 - a. All lots are allowed to have less than the 60% minimum impervious surface coverage.
 - b. The buildings are allowed to exceed the maximum setback as shown on the approved plans.
 - c. The main entrances for each apartment building are allowed to be setback more than five feet from the front property line.
 - d. Parking lots and accessory garage structures are allowed to be located in the front yards.
 - e. The applicant is allowed to exceed the maximum parking allowed and provide 218 spaces.
 - f. The applicant is not required to construct more than six garage structures.
 - g. The applicant is not required to provide building façades with the minimum material standards. The buildings will be constructed with the materials shown on the approved plans.
 - h. The applicant is not required to construct a sidewalk along County Road 43 NW.
 - i. The applicant is not required to construct pedestrian amenities such as benches, public art, planters, trash receptacles, etc. along sidewalks and in landscaped areas, open spaces and plazas.
 - j. One monument sign is allowed.

2. The final PUD approval is for three (3) apartment buildings, six (6) accessory garage structures and an accessory pool house structure. No additional buildings may be built without a revision to the PUD.
3. All construction plans officially submitted to the City shall be treated as a formal agreement between the Applicant and the City. Once approved, no changes, modifications, or alterations shall be made to any plan detail, standard, or specification without prior submittal of a plan modifications request to the City Planner for review and approval.
4. The Applicant will need to enter into a development agreement and PUD agreement with the City prior to development. A Development Contract/PUD Agreement shall be drafted by the City Attorney prior to approval of the Final Plat.
5. Any conditions of the Planning Commission, City Council, Staff, consultants, or other agencies responsible for the review of this development application.

Adopted by the Big Lake City Council on the 26th day of February, 2020.

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Exhibits:

- A- Legal Description
- B- Site Location Map
- C- City Engineer's Memo
- D- Final Plat
- E- Engineering Plans
- F- Landscape Plan
- G- Building Plans

*Drafted By:
City of Big Lake
160 Lake Street North
Big Lake, MN 55309*

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of February, 2020 by Mike Wallen and Gina Wolbeck, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

Exhibit A
Legal Description

The following description was provided in Chicago Title Insurance Company Commitment No. C-19-1225 which has an effective date of September 16, 2019 at 8:00 A.M.

SHERBURNE COUNTY

A portion of the Northeast Quarter of the Northwest Quarter of Section 29, all in Township 33, Range 27, Sherburne County, Minnesota, except the South 280.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south line of said Northeast Quarter of the Northwest Quarter.

(Torrens, Certificate of Title No. 10881)
REGISTERED PROPERTY

More particularly described as follows:

All that part of the Northeast Quarter of the Northwest Quarter of Section 29, Township 33, Range 27, Sherburne County, Minnesota, except the South 280.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south line of said Northeast Quarter of the Northwest Quarter, and also except those parts platted in STATION STREET ACRES EAST and NORTHERN STAR APARTMENTS, according to the recorded plats thereof, and also except Parcel 3, Tract B, described in Final Certificate Document Number 681396, as follows:

Tract B:

The Northeast Quarter of the Northwest Quarter of Section 29, Township 33 North, Range 27 West, Sherburne County, Minnesota, except the South 280.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south lien of said Northeast Quarter of the Northwest Quarter; the title thereto being registered as evidenced by Certificate of Title Number 5034.

Which lies easterly of the easterly right of way line of County Road Number 43, as now located and established, northerly and westerly of Line 1 described below, and southerly and easterly of Line 2 described below:

- Line 1. Beginning at the north quarter corner of said Section 29; thence run westerly along the north line of said section on a bearing of North 89 degrees 27 minutes 21 seconds West for 683.42 feet; thence South 00 degrees 13 minutes 17 seconds West, 615.84 feet; thence South 44 degrees 27 minutes 12 seconds East, 35.17 feet; thence South 00 degrees 13 minutes 17 seconds West, 69.67 feet; thence South 44 degrees 54 minutes 28 seconds West, 35.16 feet; thence North 89 degrees 27 minutes 21 seconds West, 80.28 feet; thence North 44 degrees 27 minutes 21 seconds West, 28.24 feet; thence North 89 degrees 27 minutes 21 seconds West, 458.81 feet; thence South 45

degrees 13 minutes 17 seconds West, 35.35 feet to an intersection with the east line of said County Road Number 43 and there terminating.

Line 2.

Commencing at the north quarter corner of said Section 29; thence run westerly on a bearing of North 89 degrees 27 minutes 21 seconds West along the north line of said section for 813.69 feet and the point of beginning of Line 2 to be described; thence South 44 degrees 27 minutes 21 seconds East, 35.08 feet; thence South 00 degrees 13 minutes 17 seconds West, 609.08 feet; thence South 45 degrees 13 minutes 17 seconds West, 35.26 feet; thence North 89 degrees 27 minutes 21 seconds West, 454.13 feet; thence North 44 degrees 27 minutes 21 seconds West, 35.48 feet to an intersection with the easterly right of way line of said County Road Number 43 and there terminating.

Exhibit B Site Location Map

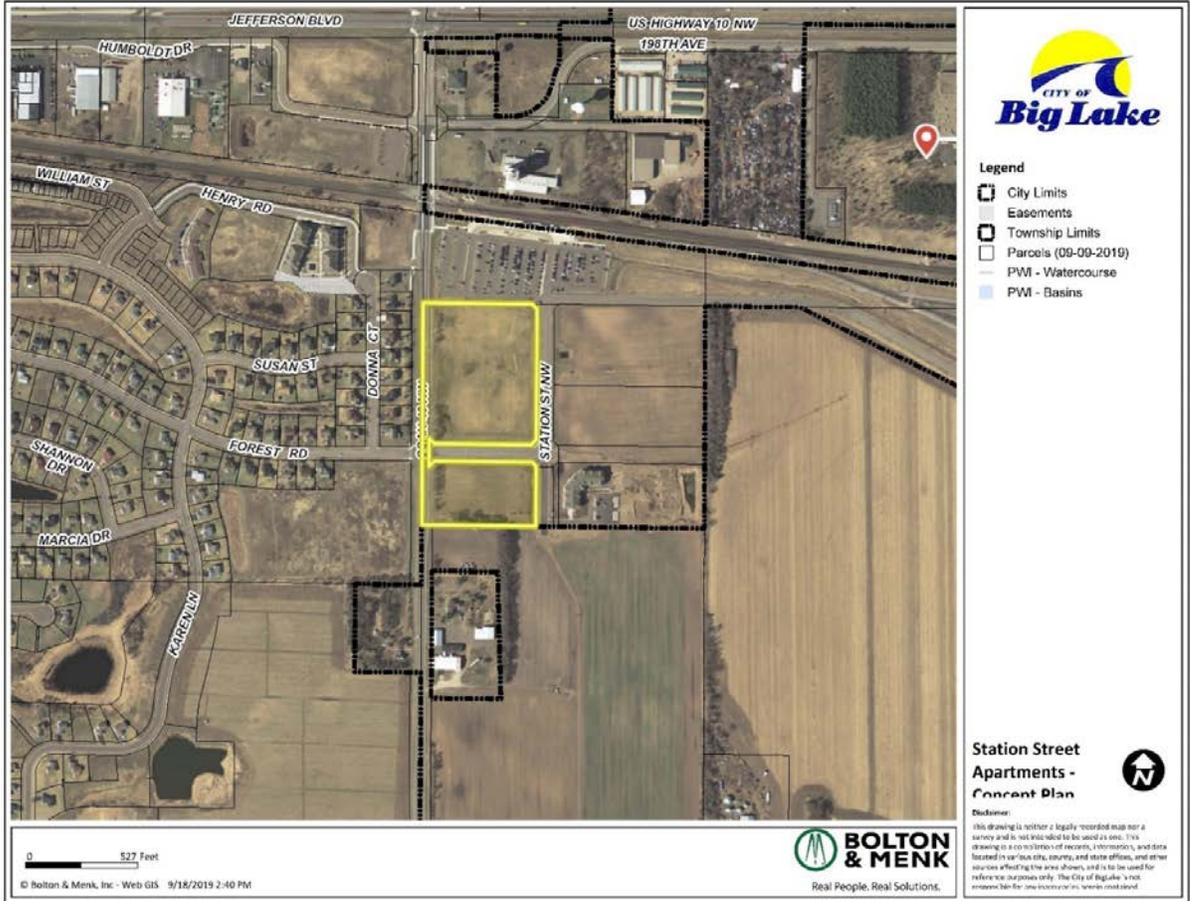


Exhibit C City Engineer's Memo



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

February 19, 2020

Sara Roman, Consultant City Planner
via e-mail: swoolf@biglakemn.org
160 Lake Street North
Big Lake, MN

RE: Station Street Apartments
City of Big Lake, Minnesota
Project No.: W18.119768

Dear Sara,

We have reviewed the Final Plat and Construction Plans submitted by Kuepers Architects and Builders, Inc. The documents for the above referenced project are dated October 31, 2019 with Revision Number 1 dated 01/09/2020 and we have the following comments:

Final Plat:

1. The reference to Anoka County near the bottom right of Sheet 1 of 2 shall be revised to Sherburne County.
2. The text along property and easement lines should be modified so that it can be read.
3. The drainage and utility easement along the north side of the property shall be expanded to include the proposed stormwater management facility.

Construction Plans:

1. The applicant shall obtain all approvals necessary for the submitted wetland replacement plan prior to construction.
2. The applicant shall obtain a MDH watermain extension permit and submit a copy to the city.
3. The applicant shall obtain a work within the right of way permit from the City of Big Lake.
4. The applicant shall obtain a work within the right of way permit from Sherburne County. A copy of the permit shall be submitted to the city.
5. The applicant shall obtain a NPDES Construction Stormwater Permit and shall submit a copy of the permit to the city prior to construction.
6. The applicant shall enter into a Stormwater Maintenance Agreement for the infiltration basins on the property.
7. The applicant shall provide infiltration test results for each of the proposed infiltration basins.
8. The applicant shall obtain soil borings to verify groundwater depth and soil type within the proposed infiltration basin locations and submit the data to the City of Big Lake for review.
9. The applicant shall confirm that concrete valley gutters are not required to accommodate drainage at the proposed site accesses.

\\BIGLAK\W18119768\1_Corres\C_T\0100-\2020-02-19 119768 Roman Station Street Apartments Final Plat.docx
Bolton & Menk is an equal opportunity employer.

Sara Roman, City Planner
February 19, 2020
Page 2

10. The applicant shall revise sheet 4 of 12 to accurately illustrate the proposed drainage and utility easements within Lot 1 Block 1.
11. Drainage and utility easements shall be added to sheet 6 of 12.
12. Information regarding FES 1 and FES 2 shall be added to sheets 5 and 8 of 12.
13. The E.O.F elevation text on sheet 7 of 12 near the NE corner of the property shall be adjusted so that it can be read.
14. All construction shall be in accordance with the City of Big Lake Standards.
15. Revised plans incorporating the above reference comments shall be submitted for the review of the City of Big Lake.

We recommend approval of the Final Plat and Construction Plans contingent on the above referenced comments and those comments received by Sherburne County, other city staff, commissions, and council.

If you have any questions on the above, please call.

Sincerely,

Bolton & Menk, Inc.



Jared Voge, P.E.
Principal Engineer

Exhibit D Final Plat

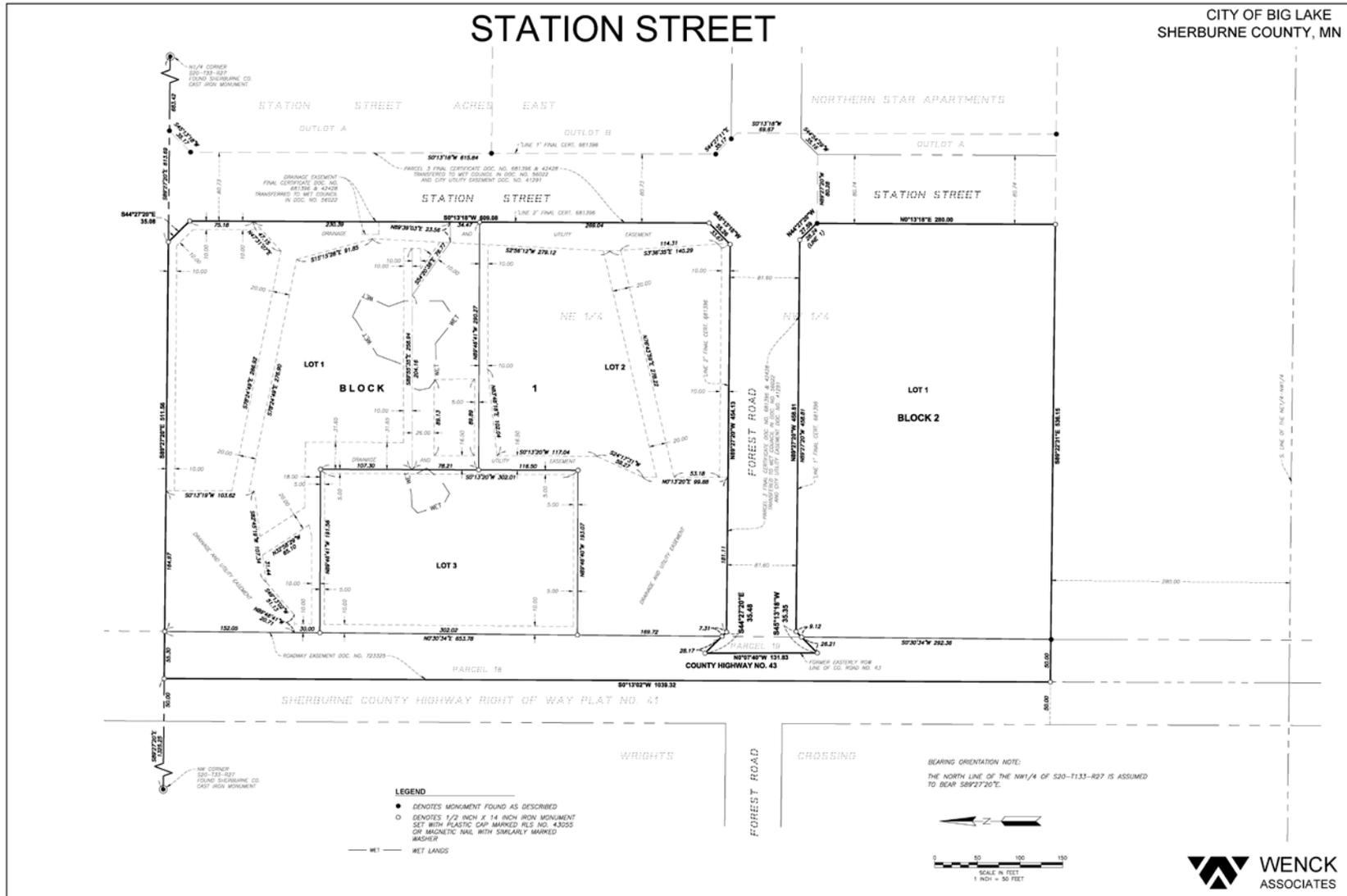
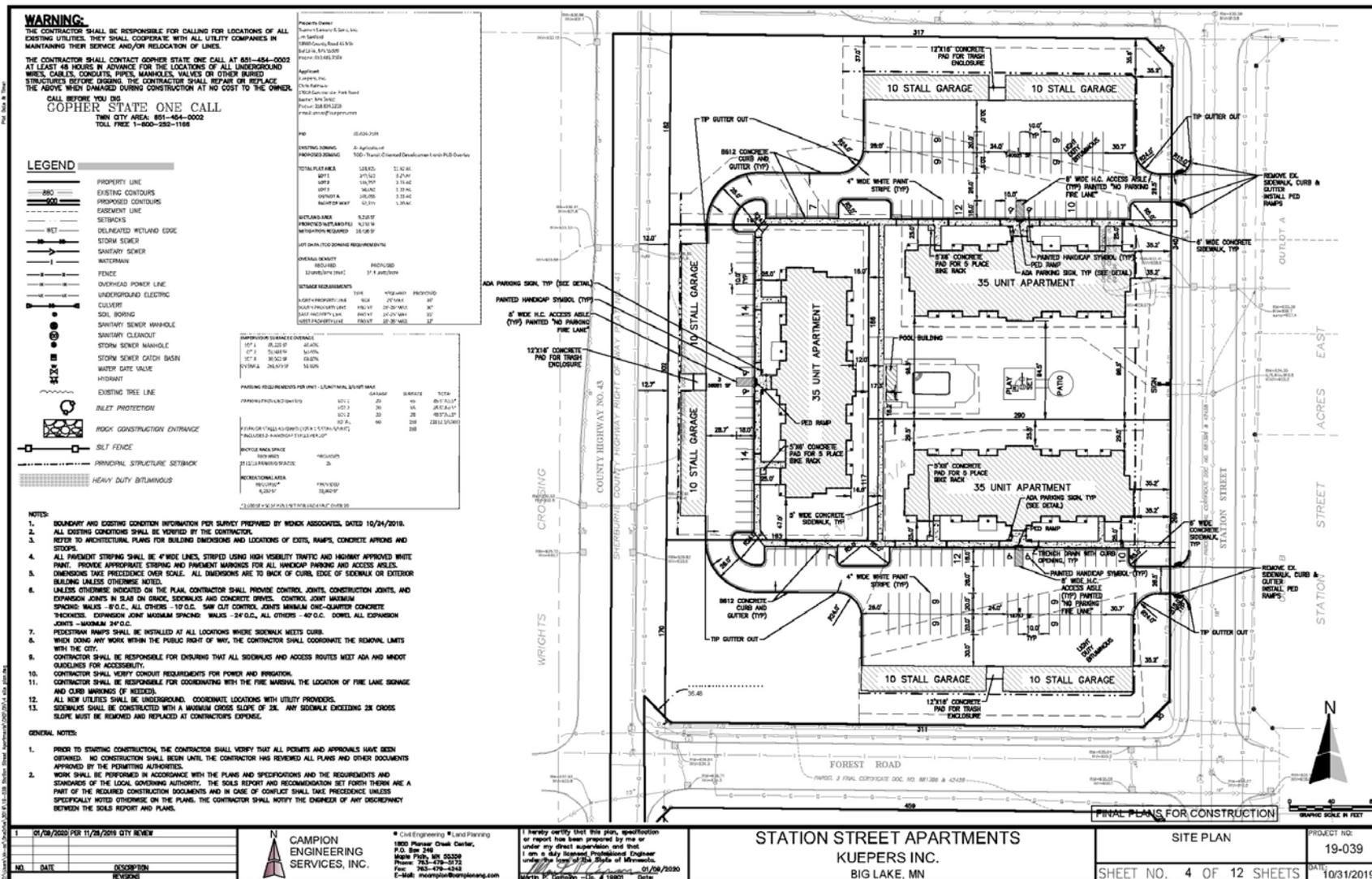


Exhibit E Engineering Plans



WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT COPHER STATE ONE CALL AT 800-484-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRING, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
COPHER STATE ONE CALL
 TWIN CITY AREA: 651-494-0002
 TOLL FREE: 1-800-282-1168

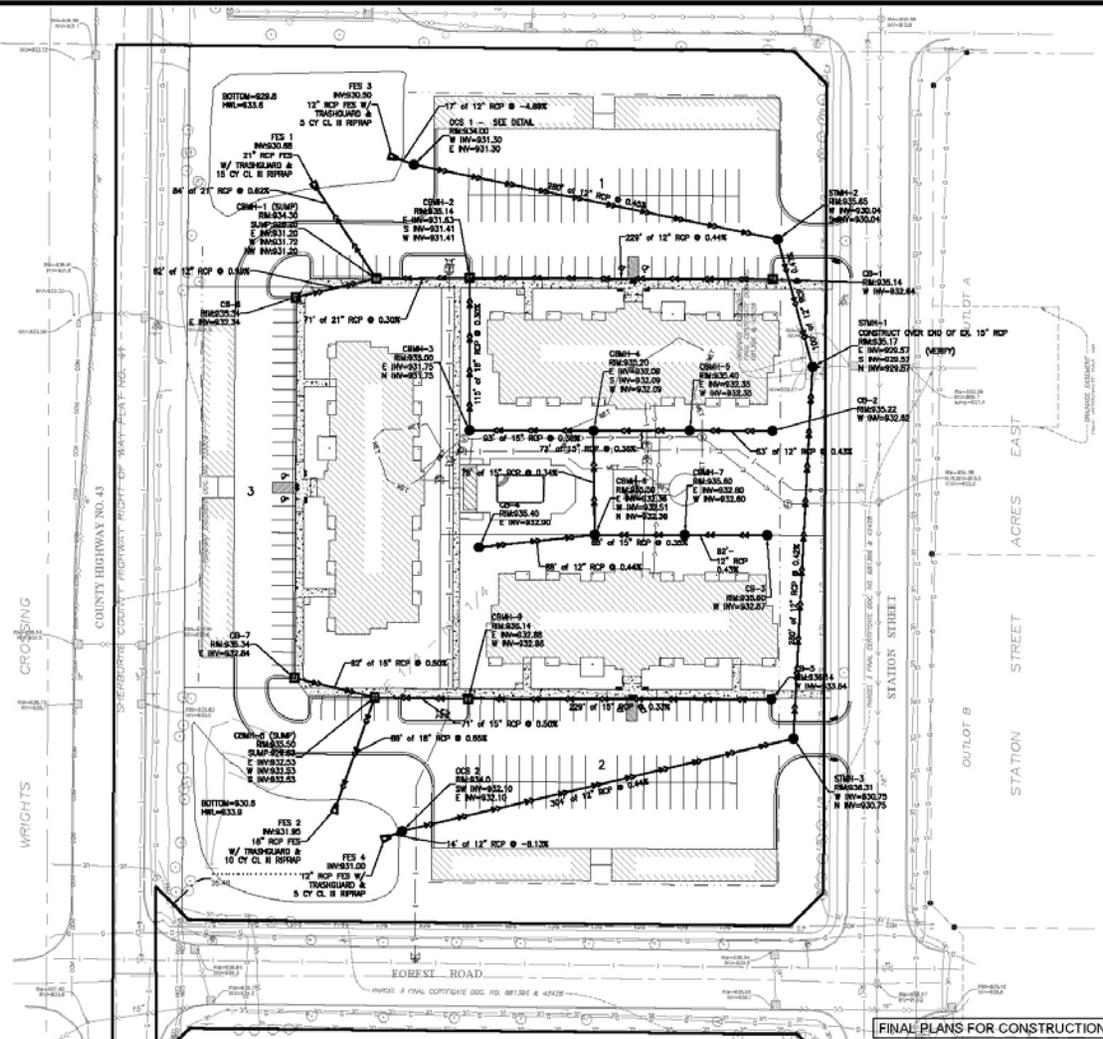
LEGEND

SYMBOL	DESCRIPTION
---	PROPERTY LINE
---	EXISTING CONTOURS
---	PROPOSED CONTOURS
---	EASEMENT LINE
---	STRECKS
---	DECLINE/RETAIN WALL EDGE
---	STORM SEWER
---	SANITARY SEWER
---	WATERMAIN
---	FENCE
---	OVERHEAD POWER LINE
---	UNDERGROUND ELECTRIC
---	CULVERT
---	SOIL BORING
---	SANITARY SEWER MANHOLE
---	SANITARY CLEANOUT
---	STORM SEWER MANHOLE
---	STORM SEWER CATCH BASIN
---	WATER GATE VALVE
---	HYDRANT
---	EXISTING TREE LINE
---	INLET PROTECTION
---	ROCK CONSTRUCTION ENTRANCE
---	SILT FENCE
---	PRINCIPAL STRUCTURE SETBACK
---	HEAVY DUTY BITUMINOUS

- NOTES:**
- BOUNDARY AND EXISTING CONDITION INFORMATION PER SURVEY PREPARED BY MONK ASSOCIATES, DATED 10/24/2019.
 - THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY CONFLICTS.
 - THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND FACILITIES TO ALLOW PROPER FUNCTIONING DURING AND AFTER CONSTRUCTION. SUPPORTING STRUCTURES, IF REQUIRED, SHALL BE SUPPLIED BY THE CONTRACTOR AS NEAR REVISIONS TO THE CONTRACT.
 - THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS BETWEEN EXISTING UTILITIES AND THE PROPOSED CONSTRUCTION. THE ENGINEER WILL COORDINATE WITH UTILITY COMPANIES IN QUESTION TO DETERMINE THE NEED FOR RELOCATION OF THE EXISTING UTILITY.
 - THE CONTRACTOR SHALL KEEP ACCESS ROADS CLEAR OF SOIL OR OTHER DEBRIS, AND PERFORM DAILY STREET CLEANING AS REQUIRED. POSITIVE DRAINAGE, CONTROLLED WITH DESIGN CONTROL, AND EROSION PREVENTION MEASURES AS REQUIRED SHALL BE PERFORMED.
 - THE CONTRACTOR SHALL PRESENT AND PROTECT THE MARKERS AND MONUMENTS SET FOR THE SUBDIVISION OF LAND.
 - THE CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER TO FACILITATE CATEGORIZATION OF ALL CONTROLLED FIELDS IN A TIMELY MANNER. DENSITY TESTS SHALL MEET THE FOLLOWING:
 - DENSITY TESTS SHALL BE TAKEN ON ALL TRENCHES AS DETERMINED BY THE ENGINEER OR HIS REPRESENTATIVE.
 - WITHIN 3 FEET OF PRELIMINARY SUBGRADE, CONTRACTOR SHALL UTILIZE IMPROVED SOILS THAT ARE WITHIN 15% OPTIMUM MOISTURE CONTENT. COMPACTION SHALL MEET 100% STANDARD PROCTOR, BELOW THE UPPER 3 FEET, COMPACTION SHALL BE 95%.
 - ENGINEERING TOLERANCE SHALL BE 0.1%.
 - THE OWNER SHALL PAY FOR ALL COMPACTION TESTING. ANY AREAS WHICH FAIL TO MEET THE ABOVE STANDARDS SHALL BE CORRECTED AND RE-TESTED BY THE OWNER'S TESTING AGENCY AT THE CONTRACTOR'S EXPENSE.
 - CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL, IN COMPLIANCE WITH THE CURRENT MINN. TEMPORARY TRAFFIC CONTROL ZONE LAYOUT FIELD MANUAL, FOR CONSTRUCTION ADJACENT TO TRAVEL WAYS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF THE DEPTH OF EXISTING UTILITIES LISTED ON THIS PLAN PRIOR TO DIGGING OF ANY FITTINGS, STRUCTURES, CASTINGS, ETC. ENGINEER AND THE OWNER SHALL NOT BE RESPONSIBLE FOR ANY DISCREPANCIES FOUND AS DEPICTED AND ESTIMATED.
 - CONTACT CITY FOR INSPECTION PRIOR TO CONNECTING TO EXISTING CITY UTILITIES.
 - ALL WORK PERFORMED AND MATERIALS USED FOR CONSTRUCTION SHALL MEET OR EXCEED THE CITY OF BIG LAKE STANDARD SPECIFICATIONS AND DETAILS.
 - ALL STORM SEWER MANHOLE CASTINGS SHALL BE ADJUSTED WITH WATCH HOPE ADJUSTING RINGS. GUTTERCAST CASTINGS SHALL BE ADJUSTED WITH CONCRETE ADJUSTING RINGS.
 - ALL STORM SEWER STRUCTURES SHALL HAVE INTERNAL PRE-CAST CONCRETE BASE SECTIONS WITH A MINIMUM 1" RCP SLAB.
 - RIPRAP SHALL BE GRANITE. RIPRAP AT POND OUTLETS SHALL EXTEND TO BOTTOM OF POND.

STRUCTURE SCHEDULE

STRUCTURE NO.	SIZE	CONTRACT
CB-1	27" DIA.	NEEDHAM 8.1202.1
CB-2	27" DIA.	NEEDHAM 8.1202.2
CB-3	27" DIA.	NEEDHAM 8.1202.3
CB-4	27" DIA.	NEEDHAM 8.1202.4
CB-5	27" DIA.	NEEDHAM 8.1202.5
CB-6	27" DIA.	NEEDHAM 8.1202.6
CB-7	27" DIA.	NEEDHAM 8.1202.7
CB-8	27" DIA.	NEEDHAM 8.1202.8
CB-9	27" DIA.	NEEDHAM 8.1202.9
CB-10	27" DIA.	NEEDHAM 8.1202.10
CB-11	27" DIA.	NEEDHAM 8.1202.11
CB-12	27" DIA.	NEEDHAM 8.1202.12
CB-13	27" DIA.	NEEDHAM 8.1202.13
CB-14	27" DIA.	NEEDHAM 8.1202.14
CB-15	27" DIA.	NEEDHAM 8.1202.15
CB-16	27" DIA.	NEEDHAM 8.1202.16
CB-17	27" DIA.	NEEDHAM 8.1202.17
CB-18	27" DIA.	NEEDHAM 8.1202.18
CB-19	27" DIA.	NEEDHAM 8.1202.19
CB-20	27" DIA.	NEEDHAM 8.1202.20
CB-21	27" DIA.	NEEDHAM 8.1202.21
CB-22	27" DIA.	NEEDHAM 8.1202.22
CB-23	27" DIA.	NEEDHAM 8.1202.23
CB-24	27" DIA.	NEEDHAM 8.1202.24
CB-25	27" DIA.	NEEDHAM 8.1202.25
CB-26	27" DIA.	NEEDHAM 8.1202.26
CB-27	27" DIA.	NEEDHAM 8.1202.27
CB-28	27" DIA.	NEEDHAM 8.1202.28
CB-29	27" DIA.	NEEDHAM 8.1202.29
CB-30	27" DIA.	NEEDHAM 8.1202.30
CB-31	27" DIA.	NEEDHAM 8.1202.31
CB-32	27" DIA.	NEEDHAM 8.1202.32
CB-33	27" DIA.	NEEDHAM 8.1202.33
CB-34	27" DIA.	NEEDHAM 8.1202.34
CB-35	27" DIA.	NEEDHAM 8.1202.35
CB-36	27" DIA.	NEEDHAM 8.1202.36
CB-37	27" DIA.	NEEDHAM 8.1202.37
CB-38	27" DIA.	NEEDHAM 8.1202.38
CB-39	27" DIA.	NEEDHAM 8.1202.39
CB-40	27" DIA.	NEEDHAM 8.1202.40
CB-41	27" DIA.	NEEDHAM 8.1202.41
CB-42	27" DIA.	NEEDHAM 8.1202.42
CB-43	27" DIA.	NEEDHAM 8.1202.43
CB-44	27" DIA.	NEEDHAM 8.1202.44
CB-45	27" DIA.	NEEDHAM 8.1202.45
CB-46	27" DIA.	NEEDHAM 8.1202.46
CB-47	27" DIA.	NEEDHAM 8.1202.47
CB-48	27" DIA.	NEEDHAM 8.1202.48
CB-49	27" DIA.	NEEDHAM 8.1202.49
CB-50	27" DIA.	NEEDHAM 8.1202.50
CB-51	27" DIA.	NEEDHAM 8.1202.51
CB-52	27" DIA.	NEEDHAM 8.1202.52
CB-53	27" DIA.	NEEDHAM 8.1202.53
CB-54	27" DIA.	NEEDHAM 8.1202.54
CB-55	27" DIA.	NEEDHAM 8.1202.55
CB-56	27" DIA.	NEEDHAM 8.1202.56
CB-57	27" DIA.	NEEDHAM 8.1202.57
CB-58	27" DIA.	NEEDHAM 8.1202.58
CB-59	27" DIA.	NEEDHAM 8.1202.59
CB-60	27" DIA.	NEEDHAM 8.1202.60
CB-61	27" DIA.	NEEDHAM 8.1202.61
CB-62	27" DIA.	NEEDHAM 8.1202.62
CB-63	27" DIA.	NEEDHAM 8.1202.63
CB-64	27" DIA.	NEEDHAM 8.1202.64
CB-65	27" DIA.	NEEDHAM 8.1202.65
CB-66	27" DIA.	NEEDHAM 8.1202.66
CB-67	27" DIA.	NEEDHAM 8.1202.67
CB-68	27" DIA.	NEEDHAM 8.1202.68
CB-69	27" DIA.	NEEDHAM 8.1202.69
CB-70	27" DIA.	NEEDHAM 8.1202.70
CB-71	27" DIA.	NEEDHAM 8.1202.71
CB-72	27" DIA.	NEEDHAM 8.1202.72
CB-73	27" DIA.	NEEDHAM 8.1202.73
CB-74	27" DIA.	NEEDHAM 8.1202.74
CB-75	27" DIA.	NEEDHAM 8.1202.75
CB-76	27" DIA.	NEEDHAM 8.1202.76
CB-77	27" DIA.	NEEDHAM 8.1202.77
CB-78	27" DIA.	NEEDHAM 8.1202.78
CB-79	27" DIA.	NEEDHAM 8.1202.79
CB-80	27" DIA.	NEEDHAM 8.1202.80
CB-81	27" DIA.	NEEDHAM 8.1202.81
CB-82	27" DIA.	NEEDHAM 8.1202.82
CB-83	27" DIA.	NEEDHAM 8.1202.83
CB-84	27" DIA.	NEEDHAM 8.1202.84
CB-85	27" DIA.	NEEDHAM 8.1202.85
CB-86	27" DIA.	NEEDHAM 8.1202.86
CB-87	27" DIA.	NEEDHAM 8.1202.87
CB-88	27" DIA.	NEEDHAM 8.1202.88
CB-89	27" DIA.	NEEDHAM 8.1202.89
CB-90	27" DIA.	NEEDHAM 8.1202.90
CB-91	27" DIA.	NEEDHAM 8.1202.91
CB-92	27" DIA.	NEEDHAM 8.1202.92
CB-93	27" DIA.	NEEDHAM 8.1202.93
CB-94	27" DIA.	NEEDHAM 8.1202.94
CB-95	27" DIA.	NEEDHAM 8.1202.95
CB-96	27" DIA.	NEEDHAM 8.1202.96
CB-97	27" DIA.	NEEDHAM 8.1202.97
CB-98	27" DIA.	NEEDHAM 8.1202.98
CB-99	27" DIA.	NEEDHAM 8.1202.99
CB-100	27" DIA.	NEEDHAM 8.1202.100



GRAPHIC SCALE IN FEET

FINAL PLANS FOR CONSTRUCTION

<p>1. 05/28/2020 PER 11/28/2019 CITY REVIEW</p>		<p>CAMPION ENGINEERING SERVICES, INC.</p> <p>1800 Pioneer Creek Center, P.O. Box 249 Big Lake, MN 55309 Phone: 763-479-5172 Fax: 763-479-4243 E-Mail: mcampion@campioneng.com</p>	<p>I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.</p> <p>DATE: 01/08/2020 NORTH P. Campion - L.E. # 19001</p>	<p>STATION STREET APARTMENTS KUEPERS INC. BIG LAKE, MN</p>		<p>STORM SEWER PLAN</p> <p>PROJECT NO: 19-039</p>	
<p>NO. DATE DESCRIPTION REVISIONS</p>				<p>SHEET NO. 6 OF 12 SHEETS</p> <p>DATE: 10/31/2019</p>			

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 801-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
 TWIN CITY AREA: 801-454-0002
 TOLL FREE: 1-800-282-1186

LEGEND

- | | | | |
|-----|------------------------|---|-----------------------------|
| — | PROPERTY LINE | ○ | SEWAGE SINK |
| --- | EXISTING CONTOURS | ○ | SEWAGE CLEANOUT |
| --- | PROPOSED CONTOURS | ○ | STORM SEWER MANHOLE |
| --- | EASEMENT LINE | ○ | STORM SEWER CATCH BASIN |
| --- | SETBACKS | ○ | WATER GATE VALVE |
| --- | WET | ○ | HYDRANT |
| --- | DELIMITED WETLAND EDGE | ○ | EXISTING TREE LINE |
| --- | STORM SEWER | ○ | INLET PROTECTION |
| --- | SEWAGE SINK | ○ | ROCK CONSTRUCTION ENTRANCE |
| --- | WATERMAIN | ○ | SILT FENCE |
| --- | FENCE | ○ | PRINCIPAL STRUCTURE SETBACK |
| --- | OVERHEAD POWER LINE | ○ | HEAVY DUTY BITUMINOUS |
| --- | UNDERGROUND ELECTRIC | ○ | |
| --- | CULVERT | ○ | |
| --- | SOIL BORING | ○ | |

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
 TWIN CITY AREA: 801-454-0002
 MN: TOLL FREE: 1-800-282-1186

GENERAL NOTES

- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CONCERNING CODES.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- THE CONTRACTOR MUST CONTACT ALL APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE LOCATIONS OF SMALL UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR BY CALLING GOPHER STATE ONE CALL (1-800-282-1186).
- THE CONTRACTOR SHALL MARK THE LOCATIONS OF EXISTING GATE VALVES AND MANHOLES WITH STEEL FENCE POSTS PRIOR TO BEGINNING DIGGING.
- SAFETY NOTES TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DESIGNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLASHERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION REQUIREMENTS.
- THE CONTRACTOR SHALL RESTRICT ALL GRADING AND CONSTRUCTION ACTIVITIES TO AREAS DESIGNATED ON THE PLANS. ACTIVITIES PROHIBITED OUTSIDE THE CONSTRUCTION BOUNDARIES INCLUDE, BUT ARE NOT LIMITED TO: STRUCTURING SELLS AND OTHER MATERIAL, STORING EQUIPMENT OR OTHER MATERIAL, DRIVING VEHICLES, LEAVING OR SKIDDING OF ANY WASTE OR OTHER TOXIC MATERIALS.
- ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A TEST ROLL WILL BE REQUIRED ON THE SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEN AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DISCRETION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS ARE UNSUITABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER AND AS SPECIFIED.
- THE EXISTING TOPSOIL ON THIS SITE VARIES IN DEPTH. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT ALL SURFACE VEGETATION AND ANY TOPSOIL OR OTHER LOOSE, SOFT OR OTHERWISE UNSUITABLE MATERIAL, BE REMOVED FROM THE PARKING LOT, AND BUILDING PAD AREAS PRIOR TO PLACEMENT OF ANY EMBANKMENT IN ACCORDANCE WITH THE SOILS REPORT AND RECOMMENDATION OF THE SOILS ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE STREET, PARKING LOT OR BUILDING PAD AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE QUALITY CONSTRUCTION METHOD AS OUTLINED IN MN/DOT 2106.3P7 OR AS DIRECTED BY THE SOILS ENGINEER.
- EXCAVATION FOR THE PURPOSE OF REMOVING UNSUITABLE OR UNSATURATED SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. EMBANKMENT MATERIAL PLACED IN THE PARKING LOT SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MN/DOT 2106.3P7. EMBANKMENT MATERIAL PLACED IN THE BUILDING PAD AREA SHALL BE COMPACTED IN ACCORDANCE WITH THE SOILS REPORT.
- TOLERANCES:
 a. THE STREET AND PARKING LOT SURFACE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
 b. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.20 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED BY THE ENGINEER.
 c. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/8" OF THE SPECIFIED THICKNESS.
- ALL DISTURBED UNSURFACED AREAS ARE TO BE SEEDED TO RECEIVE FOUR INCHES OF TOPSOIL, SEED AND MULCH AND BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED GRADE ELEVATION UNLESS OTHERWISE NOTED.
- PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.

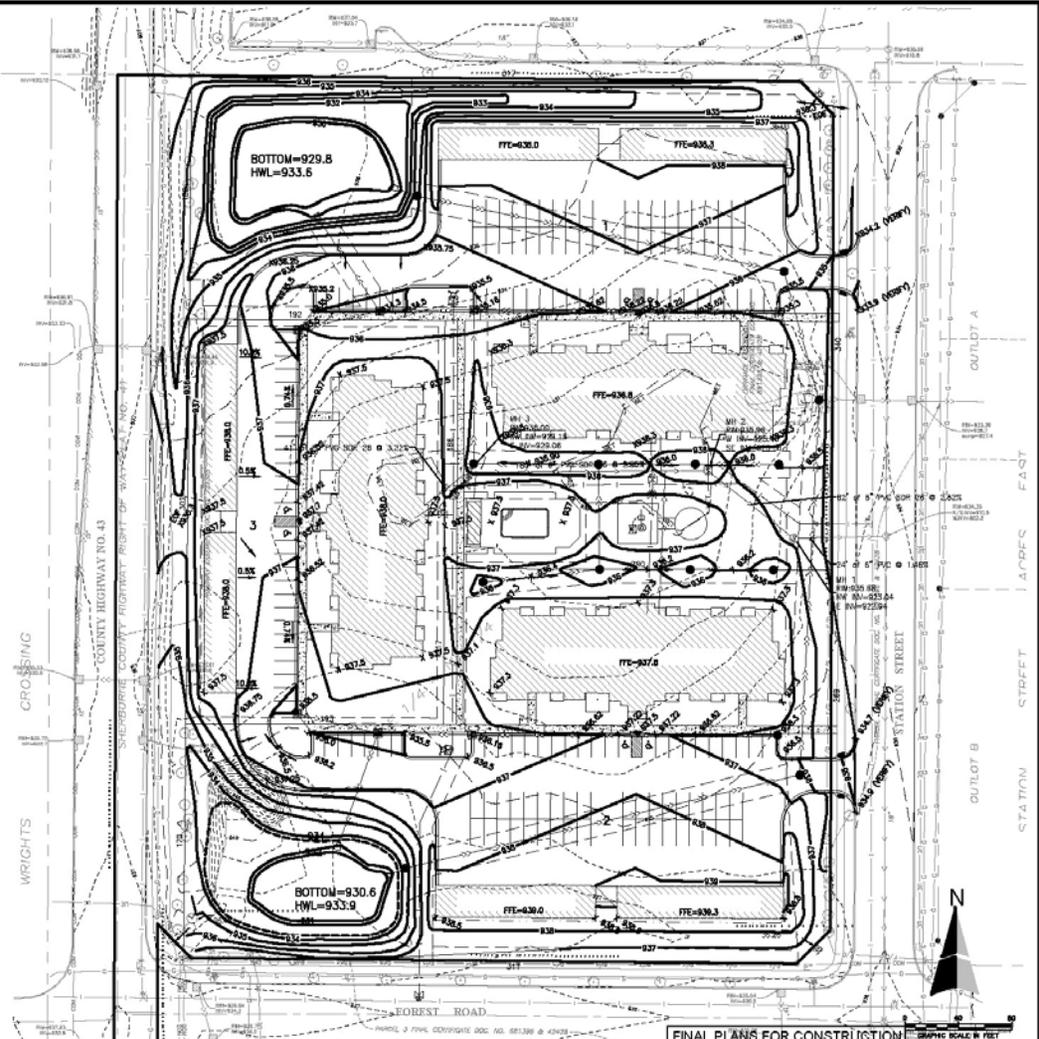
INSTALLATION BASIN GRADING

- THE CONTRACTOR SHALL AVOID COMPACTING THE BASIN BOTTOM. RUBBER Tired EQUIPMENT SHALL BE PROHIBITED WHEN WORKING IN THE BASIN AREA.
- BASIN BOTTOMS UP TO THE HIGH WATER ELEVATION SHALL BE RESTORED WITH #1000 SEED MIX 35-2-21.
- RESTORATION SHALL BE COMPLETED 12" - 14" ABOVE FINISHED GRADE. SETTING IS SUBSTANTIALLY COMPLETE. ONCE UPONWARD VEGETATION HAS BEEN ESTABLISHED, THE BASIN SHALL BE GRADED TO SUBGRADE ELEVATION, THE NATIVE SOILS DECOMPACTED TO A DEPTH OF 12"-18" AND THE BASIN RESTORED.

CAUTION NOTES:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.

THE CONTRACTOR MUST CONTACT ALL APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE LOCATIONS OF SMALL UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR BY CALLING GOPHER STATE ONE CALL AT 800-282-1186 OR 801-454-0002.



FINAL PLANS FOR CONSTRUCTION
 SCALE: 1" = 10' (VERTICAL)
 SCALE: 1" = 40' (HORIZONTAL)

1 01/09/2020 FOR 11/28/2019 CITY REVIEW NO. DATE DESCRIPTION REVISIONS		CAMPION ENGINEERING SERVICES, INC. 1800 Pioneer Creek Center, Maple Park, MN 55359 Phone: 763-478-5172 Fax: 763-478-8242 E-Mail: mcs@campeonengineering.com	I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota. 01/09/2020 Mark W. Campion - Lic. # 19901 Date:	STATION STREET APARTMENTS KUEPERS INC. BIG LAKE, MN		GRADING PLAN SHEET NO. 7 OF 12 SHEETS		PROJECT NO: 19-039 DATE: 10/31/2019

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT DODGED STATE ONE CALL AT 851-454-0000 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
 TWIN CITY AREA: 851-454-0000
 TOLL FREE: 1-800-282-1188

LEGEND

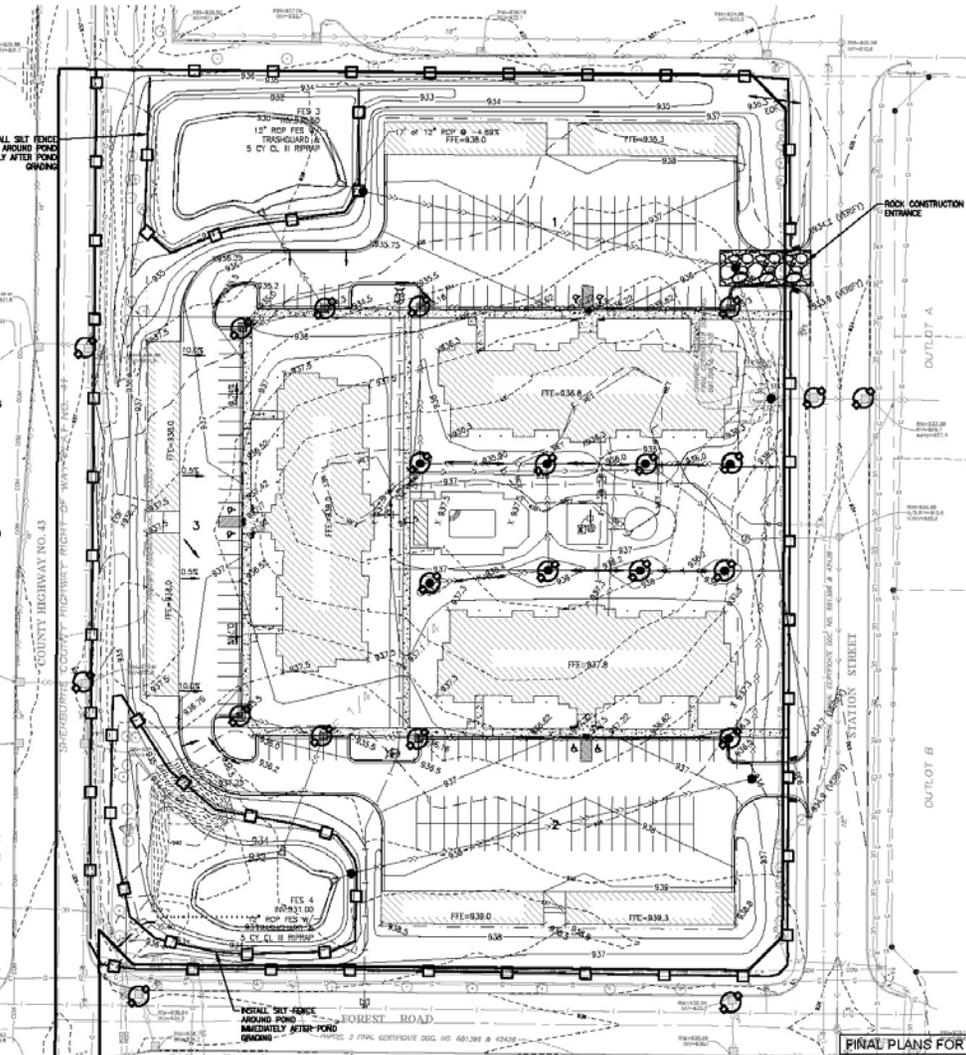
- 880 — PROPERTY LINE
- 800 — EXISTING CONTOURS
- 800 — PROPOSED CONTOURS
- 800 — EASEMENT LINE
- 800 — SETBACKS
- 800 — WET
- 800 — DELINEATED WETLAND EDGE
- 800 — STORM SEWER
- 800 — SANITARY SEWER
- 800 — WATERMAIN
- 800 — FENCE
- 800 — OVERHEAD POWER LINE
- 800 — UNDERGROUND ELECTRIC
- 800 — QUAVERT
- 800 — HEAVY DUTY BITUMINOUS
- SOIL BORING
- SANITARY SEWER MANHOLE
- SANITARY CLEAVOUT
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- WATER GATE VALVE
- HYDROPI
- EXISTING TREE LINE
- INLET PROTECTION
- ROCK CONSTRUCTION ENTRANCE
- SILT FENCE
- PRINCIPAL STRUCTURE SETBACK

EROSION/STABILIZATION CONTROL

- ALL EROSION CONTROL AND STABILIZATION CONTROL WILL COMPLY WITH MINNESOTA'S BEST MANAGEMENT PRACTICES MANUAL AND REGULATIONS OF THE CITY.
- THE CONTRACTOR SHALL BE FAMILIAR WITH AND FOLLOW ALL REQUIREMENTS OF THE MPCA NPDES PHASE II PERMIT FOR CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO: WEEKLY EROSION CONTROL INSPECTIONS, INSPECTION AFTER OLY RAINFALL OR MORE AND DOCUMENTATION OF ALL CORRECTIVE MEASURES. BY BEGINNING CONSTRUCTION, THE CONTRACTOR ACKNOWLEDGES THE TOWNS OF THIS PERMIT AND AGREES TO ABIDE BY THEM.
- THE CONTRACTOR SHALL TAKE ALL CORRECTIVE MEASURES ORDERED BY EITHER THE CITY OR THE MPCA WITHIN 24 HOURS OF NOTIFICATION. ALSO, ADDITIONAL EROSION CONTROL MEASURES DEEMED NECESSARY BY EITHER THE CITY OR THE MPCA SHALL BE INSTALLED WITHIN 24 HOURS OF NOTIFICATION.
- ANY DEPOSITING OF SOIL OR MUD ON NEW OR EXISTING PAVEMENT, IN TEMPORARY SEDIMENTATION BASINS, OR IN EXISTING STORM SEWERS OR SHALES SHALL BE REMOVED AFTER EACH RAIN AND AFFECTED AREAS CLEANED. REMOVAL FROM EXISTING PAVEMENTS SHALL BE ACCOMPLISHED BY SWEEPING.
- THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION INCLUDING BUT NOT LIMITED TO ROCK ENTRANCES AND/OR SILT FENCES. CONTROL SHALL COMMENCE WITH SWEEPING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL DESIGN AND IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY, AT HIS/HER OPTION DIRECT THE CONTRACTOR IN HIS/HER METHODS AS DEEMED FIT TO PREVENT EROSION AND IMPROVEMENTS.
- ANY DEPOSITING OF SILT IN SHALES OR EXISTING STORM SEWER SHALL BE REMOVED AFTER EACH RAIN AND AFFECTED AREAS CLEANED TO THE SATISFACTION OF THE OWNER. ALL AT THE CORNER OF THE CONTAINER, THE SILT FENCES SHALL BE REMOVED AND THE SILT REMOVED FROM THE PONDING AREAS BY THE CONTRACTOR AFTER THE TUBE IS ESTABLISHED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH AND THE MONITORING REQUIREMENTS OF THE MPCA PERMIT. ALL DISTURBED AREAS, EXCEPT ROADWAYS, PARKING LOTS, BUILDING AREAS, AND STORAGE SHALL BE RESTORED WITH A MINIMUM 4 INCHES TOPSOIL, SEEDED AND MULCHED (TYPE I). SEEDING SHALL BE IN ACCORDANCE WITH MINDOT SPECIFICATION 2375, SEED MIX 22-111 @ 21 LBS/ACRE (ON APPROVED EQUAL). DOMINANT SEEDING AREAS SHALL BE SEEDED AND MULCHED IN ACCORDANCE WITH MINDOT SPECIFICATIONS. STRAW MULCHING QUANTITY SHALL BE TWO TONS PER ACRE. FERTILIZER (15-10-20) SHALL BE APPLIED AT A RATE OF 300 POUNDS PER ACRE (CAN BE OMITTED IN LANDSCAPED AREAS IF LANDSCAPED SEEDING IS DONE CONCURRENTLY). (UNDOT SEED MIX 21-112 APPLIED AT A RATE OF 110 LBS/ACRE SHALL BE USED FOR TEMPORARY SEEDING IF NEEDED).
- PERMEATION BASINS SHALL BE SEEDED WITH MINDOT SEED MIX 33-221 WITH HYDRAULIC MATRIX.
- CONSTRUCTION SHALL PROCEED IN THE FOLLOWING SEQUENCE:
 - CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY.
 - CONTACT CITY FOR APPROVAL OF EROSION CONTROL INSTALLATION.
 - MAINTAIN EROSION MEASURES, I.E. SILT FENCE, ROCK CONSTRUCTION ENTRANCE.
 - MAINTAIN ALL SEDIMENTATION PRACTICES COMPLETE SITE GRADING TO REQUIREMENTS.
 - INSTALL SEEDS AND MULCH ON AREAS THAT ARE NOT TO BE HARD SURFACES.
- ALL STORM SEWER INLETS AND FURROW END SECTIONS SHALL BE ADEQUATELY PROTECTED BEFORE AND AFTER PREVENT CONSTRUCTION UNTIL ALL DISTURBED AREAS ARE STABILIZED. CONTRACTOR SHALL PLACE BARRIERS FABRIC AND GRUEL OVER ALL CATCH BASIN GRATE. INLETS UNTIL PAVING SURFACES ARE PAVED AND THE LANDSCAPING IS COMPLETED.
- STOOPPLES AREAS WHICH REMAIN ON THE SITE FOR MORE THAN SEVEN DAYS SHALL BE SEEDING, MULCHED, AND SURROUNDED BY SILT FENCE.
- SD LOTS SHALL BE INSTALLED AT PIPE INLETS AND OUTLETS UNTIL RPPAP IS INSTALLED. PERMANENT ENERGY DISSIPATORS SHALL BE INSTALLED WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER.
- EROSION AND SEDIMENT CONTROL PRACTICES MUST REMAIN IN PLACE UNTIL THE SITE SOILS HAVE BEEN PERMANENTLY STABILIZED AND SHALL BE REMOVED WITHIN 30 DAYS THEREAFTER.
- ALL STOOPPLES OF SOIL OR OTHER MATERIALS SUBJECT TO EROSION BY WIND OR WATER SHALL BE COVERED, VEGETATED, ENCLOSED, FENCED ON THE DOWN CURRENT SIDE OR OTHERWISE EFFECTIVELY PROTECTED FROM EROSION IN ACCORDANCE WITH THE AMOUNT OF THE MATERIAL WILL BE ON SITE AND THE MANNER OF ITS PROPOSED USE.
- LOCATION OF CONCRETE WASTEWATER STORAGE SHALL BE DETERMINED PRIOR TO START OF CONSTRUCTION. THE SPPP WILL BE UPDATED AND LOCATIONS ADDED AT THAT TIME.
- TEMPORARY OR PERMANENT STABILIZATION SHALL BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION AND SHALL BE COMPLETED NOT LATER THAN SEVEN DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE, HAS TEMPORARILY OR PERMANENTLY CEASED. INITIATED IMMEDIATELY MEANS TAKING AN ACTION TO COMMENCE STABILIZATION AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF THE WORK DAY, FOLLOWING THE DAY WHICH THE EARTH-DISTURBING ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED. INITIATED STABILIZATION IS DEFINED AS COMPLETING ONE (OR MORE) OF THE FOLLOWING: SOIL PREPARATION FOR VEGETATION, MULCHING FOR OTHER NON-VEGETATIVE USE, SEEDING/PLANTING, OR SCHEDULING STABILIZATION MEASURES TO BE FULLY INSTALLED AND COMPLETED WITHIN THE 7 DAY TIMEFRAME.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL A SPPP WALKWAY (WOODEN/CL).

EROSION CONTROL BLANKET REQUIREMENTS

- TEMPORARY EROSION BLANKET SHALL BE BIODEGRADABLE DOUBLE-NET STAM (NORTH AMERICAN GREEN S150 OR APPROVED EQUAL) AND EROSION BLANKET SHALL HAVE A MINIMUM FUNCTIONAL LENGTH OF 10 FEET.
- EROSION BLANKET PLACED ON SLOPES 3:1 OR GREATER SHALL BE ROLLED DOWN SLOPE AND WITH 4" MINIMUM LAP AND STAPLED AT 17" O.C.
- CONSTRUCT A 6"x12" ANCHOR TRENCH 3' BEYOND CREST AND TOE OF SLOPE. STAPLE EROSION BLANKET IN TRENCH AT 1' O.C.
- EDPS SHALL BE STABILIZED WITH MINDOT TRM CATCHMENT 1 TURF REINFORCEMENT MAT.



PROJECT DIRECTORY

OWNER:
 KUEPERS INC.
 CHRIS RAMMANN
 17018 COMMERCIAL PARK ROAD
 BRAUNTOWN, MN 55401
 PH. 218.829.0707
 EMAIL: CRAMANN@KUEPERS.COM

SWPPP DESIGNER:
 CAMPION ENGINEERING SERVICES, INC.
 MARTY CAMPION
 1800 PIONEER CREEK CENTER
 MAPLE PLAIN, MN 55359
 PHONE (763) 479-5172
 EMAIL: MCAMPION@CAMPIONENGINE.COM

EROSION CONTROL INSTALLER:
 NAME: _____
 CONTACT: _____
 ADDRESS: _____
 PHONE: _____

CONTRACTOR:
 NAME: _____
 CONTACT: _____
 ADDRESS: _____
 PHONE: _____

EROSION CONTROL QUANTITIES:

SITE RESTORATION = 4.0 AC
 SILT FENCE = 2670 LF
 INLET PROTECTION = 22 EA
 ROCK CONSTRUCTION ENTRANCE = 1 EA



FINAL PLANS FOR CONSTRUCTION

1	01/09/2020	PER 11/28/2016 CITY REVIEW
NO.	DATE	DESCRIPTION

CAMPION ENGINEERING SERVICES, INC.

• Civil Engineering • Land Planning
 1800 Pioneer Creek Center,
 P.O. Box 244
 Maple Plain, MN 55359
 Phone: 763-479-5172
 Fax: 763-479-4242
 E-Mail: mcampion@campioneng.com

I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
 Martin P. Campion - Lic. # 19801 01/09/2020 12:18

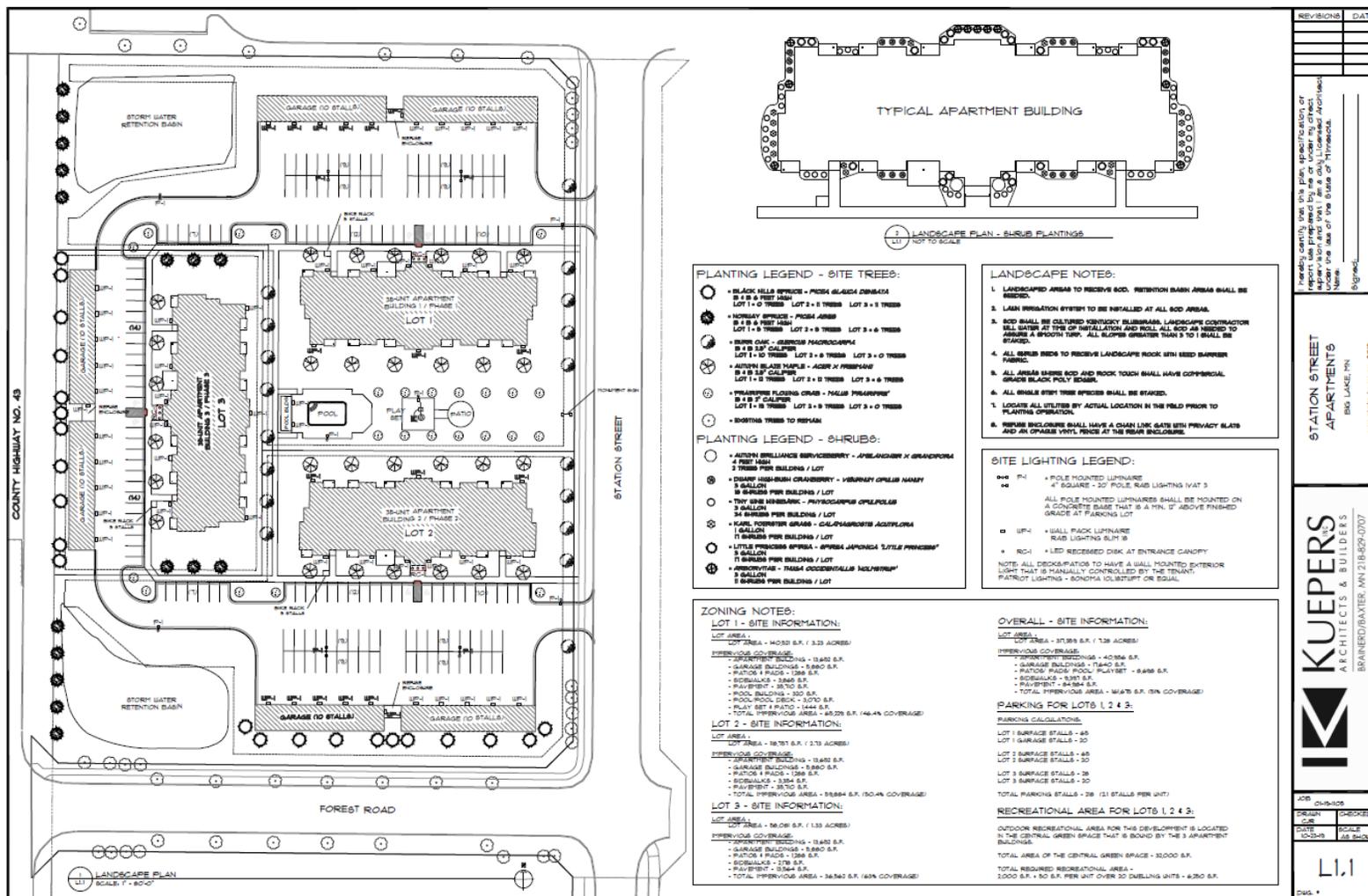
STATION STREET APARTMENTS
 KUEPERS INC.
 BIG LAKE, MN

STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO:
 19-039
 DATE:
 10/31/2019

SHEET NO. 8 OF 12 SHEETS

Exhibit F Landscape Plan



L:\Projects\0028\Big Lake Apartments Landscape Plan - Station St Apartments.dwg Oct. 31, 2016 10:44:00 AM

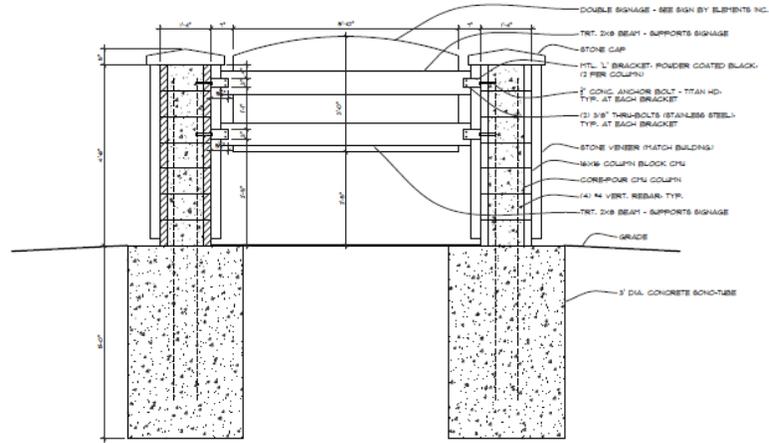
REVISIONS	DATE

I hereby certify that this plan specification of an improvement and that I am a duly Licensed Architect under the laws of the State of Minnesota. Name: _____ Signature: _____ License #: _____	Date: _____
--	-------------

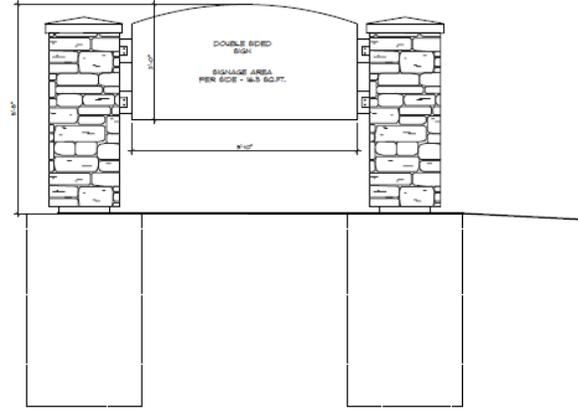
STATION STREET APARTMENTS BIG LAKE, MN	copyright: Kuepers, 2016
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 KUEPERS ARCHITECTS & BUILDERS BRAINERD/BAXTER, MN 218-859-0707	JOB: 016-1008 DRAWN: UNDESIGNED DATE: _____ SHEET: _____ OF: _____ DATE: _____
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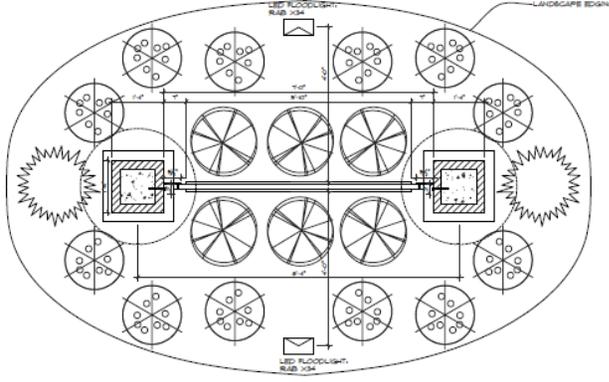
L:\Projects\03018\B\Lake Apartments\Monument Sign.dwg Oct 31, 2016 04:26:01 PM



1 SECTION - TYPICAL
L12 SCALE: 3/8" = 1'-0"



2 MONUMENT SIGN ELEVATION
L12 SCALE: 3/8" = 1'-0"



3 PLAN VIEW
L12 SCALE: 3/8" = 1'-0"

GENERAL NOTES:

1. SIGN ILLUMINATION: GROUND MOUNTED FLOODLIGHT LUMINAIRE - EACH SIDE: RAB LIGHTING X34
2. SIGN ILLUMINATION: SIGN LIGHTING TO CONCENTRATE THE ILLUMINATION UPON THE PRINTED AREA OF THE SIGN FACE. NO ILLUMINATION MAY EXCEED ONE FOOT-CANDLE OF ILLUMINATION AT THE PROPERTY LINE.
3. LANDSCAPE REQUIREMENTS: SIGN BASE TO BE LANDSCAPED WITH SMALL SHRUBS A MIN. OF 18 INCHES IN HEIGHT AT PLANTING TO PROVIDE CONTINUOUS SCREENING OF THE SIGNAGE BASE. LANDSCAPING TO EXTEND A MIN. OF 2 FEET FROM THE SIGN BASE ON ALL SIDES.

LANDSCAPE LEGEND:

- TINY NINEBARK 'PHYSOCARPUS OPULIFOLIUS'
- HEMEROCALLIS 'STELLA DE ORO'
- HYDRANGEA PANICULATA 'LITTLE LAMB'

REVISIONS	DATE

I hereby certify, with this plan, specification or agreement and seal, that I am a duly Licensed Architect under the laws of the State of Minnesota.

Signed: _____ License # _____
 Date: _____

STATION STREET APARTMENTS
 800 LAKE, MN
 copyright: Kuepers, 2016

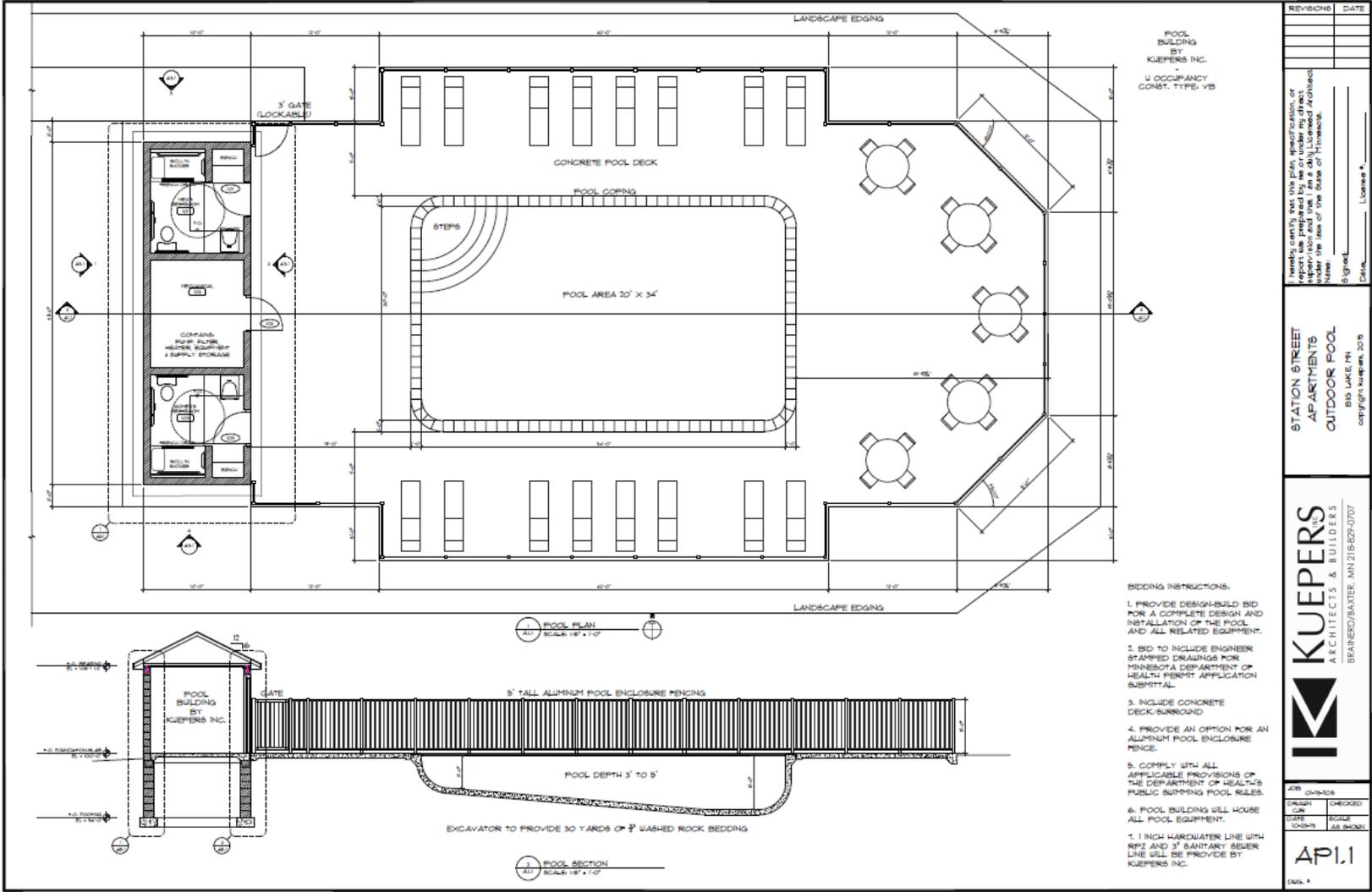
KUEPERS
 ARCHITECTS & BUILDERS
 BRAINERD/BAXTER, MN 218-829-0707

JOB: 03018
 DRAWN: [initials] CHECKED: [initials]
 DATE: 10-31-16 SCALE: AS SHOWN

L1.2

DWG. # _____

L:\Projects\2018\Big Lake App\Pool Plans - 2018-042822.rvt



Attachment I:
Summary Publication Resolution

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, February 26, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**BIG LAKE CITY COUNCIL
RESOLUTION NO. 2020-XX**

**RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 2020-XX
AMENDING CHAPTER 10 (ZONING CODE) OF THE BIG LAKE CODE TO
REZONE PID #65-029-2101 TO PUD**

WHEREAS, the City Council has adopted an ordinance amendment; and that amendment rezones a property to the PUD zoning district; and

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 2020-XX will clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance No. 2020-XX is approved for publication:

**CITY OF BIG LAKE, MINNESOTA
ORDINANCE NO. 2020-XX**

The Big Lake City Code is amended amend the zoning map to rezone PID #65-029-2101 to PUD. The rezoning will establish a PUD district which will allow for the construction of three apartment structures. A PUD amendment will be required for the construction of any additional buildings. A printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

Adopted by the Big Lake City Council this 26th day of February, 2020.

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

*Drafted By:
City of Big Lake
160 North Lake Street
Big Lake, MN 55309*

The following Council Members voted in favor:
The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____day of February 2020, by Mike Wallen and Gina, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

Attachment J:
Draft Development Agreement

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

STATION STREET APARTMENTS

THIS DEVELOPMENT CONTRACT (“Development Contract” or “Contract”) dated _____, 2020, is by and between the **CITY OF BIG LAKE**, a Minnesota municipal corporation (“City”), and **KUEPERS CONSTRUCTION, INC. [ASSUMED NAMES: KUEPERS INC. ARCHITECTS & BUILDERS; KUEPERS, INC.]**, a Minnesota business corporation (the “Developer”).

1. REQUEST FOR PLAT AND PLANNED UNIT DEVELOPMENT APPROVAL. The Developer has asked the City to approve a plat and Planned Unit Development for *STATION STREET APARTMENTS* (referred to in this Contract as the “Plat” or “Project”), consisting of three (3) thirty-five (35) unit apartment buildings (for a total of 105 units), six (6) accessory garage structures, and an accessory pool house structure. The land is situated in the County of Sherburne, State of Minnesota, and is legally described on the attached **Exhibit A**.

2. CONDITIONS OF PLAT AND PLANNED UNIT DEVELOPMENT APPROVAL. The City hereby approves the Plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the Plat with the County Recorder or Registrar of Titles within **90 days** after the City Council approves the Plat. The requirements of the

City's Zoning Ordinance, Planned Unit Development Ordinance and Subdivision Ordinance as may be amended from time to time shall apply to the Plat.

3. RIGHT TO PROCEED. Within the Plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Development Contract has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the Plat has been recorded with the Sherburne County Recorder's Office, and 4) the City's Administrator has issued a letter that all conditions have been satisfied and that the Developer shall proceed.

4. PHASED DEVELOPMENT. The Plat will consist of Lot 1, Lot 2, Lot 3, and OUTLOT A. Lot 1, Lot 2, and Lot 3 will create an apartment community comprised of 3 buildable lots. OUTLOT is not buildable. Any and all development-related fees for OUTLOT A are reserved for when OUTLOT A is platted as a buildable lot.

5. PRELIMINARY PLAT STATUS. The Plat is a phase of a multi-phased preliminary plat in which OUTLOT A will not be a buildable lot. The preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within two (2) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved preliminary plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan,

official controls, platting or dedication requirements enacted after the date of this Contract with respect to property which did not receive final plat approval prior to any such amendments.

7. DEVELOPMENT PLANS. The Plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, and C, the plans may be prepared, subject to City approval, after entering the Contract, but before commencement of any work in the Plat. The erosion control plan may also be approved by the Sherburne County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control.

The plans are:

- Plan A - Final Plat, [_____ insert date _____], Wenck Associates
- Plan B - Final Landscape Plan, Lighting Plan, 1/15/2020, Kuepers Inc.
- Plan C - Final Building Plans, 01/09/2020, Campion Engineering Services
- Plan D - Engineering Plans, 01/09/2020, Campion Engineering Services, Inc.
- Plan E - Final Grading Plan, 10/31/2019
- Plan F - Wetland Replacement Plan, received 01/17/2020, Granite City Environmental
- Plan G - Final SWPPP Plan, 1/9/2020, Campion Engineering Services, Inc.
- Plan H - Traffic Control Plan: The Developer shall submit this to the City prior to excavating within the Forest Road right of way.
- Plan I - Monument Sign Plan, 1/15/2020, Kuepers Inc.
- Plan J - Photometric Plan, received 1/22/2020, Werner Electric.

8. IMPROVEMENTS. The Developer shall install and pay for the following as required to be built within the subdivision as public improvements in accordance with the approved

Plans:

- A. Site Grading, Ponding, and Erosion Control
- B. Landscaping
- C. Setting of Iron Monuments, including Monuments described in the Wetland Overlay District

- D. Surveying and Staking
- E. Sidewalks and Trails
- F. Traffic Control Signs
- G. Street Lights
- H. Underground Utilities

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utilities and street construction; and any other ordinances including Section 1026.10 of the City Code concerning erosion and drainage and Section 1026.05 prohibiting grading, construction activity, and the use of power equipment between the hours of 7 o'clock p.m. and 7 o'clock a.m. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer which approval shall be provided on the condition that such submittals comply with the Plans and this Development Contract. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work as the City may reasonably determine. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or Developer's engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Council chambers with all parties concerned, including the City staff, to review the program for the construction work. Within thirty (30) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans, an electronic file of the "as constructed" plans in an auto CAD file based upon the Sherburne County coordinate system, all prepared in accordance

with City standards. Developer will install sidewalks and trails prior to the release of building permits.

9. IRON MONUMENTS. In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed.

10. PERMITS. The Developer shall obtain, or require its contractors and subcontractors to obtain, all necessary permits, including but not limited to the following to the extent required:

- City of Big Lake for Building Permits
- City of Big Lake Sign Permit
- City of Big Lake Right-of-Way Permit
- MDH Watermain extension permit. Developer must submit copy to City.
- Sherburne County Right-of-Way Permit
- NPDES Construction Stormwater Permit. Developer must submit copy to City prior to construction.

11. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements in accordance with Section 26 of this agreement. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

13. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Plat to perform all work and inspections deemed appropriate by the City in conjunction with Plat development.

14. EROSION CONTROL. Prior to initiating site grading, the Preliminary Grading, Drainage and Erosion Control Plan, Plan E, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if reasonably required. All areas disturbed by the excavation and backfilling operations shall be sodded – or seeded if explicitly permitted by City Code – within five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, sodding and seeding shall be in accordance with the City Code's current specifications. All sodded and seeded areas shall be fertilized and watered. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the Plat is in full compliance with the approved erosion control plan.

15. GRADING PLAN. The Plat shall be graded in accordance with the approved grading development and erosion control plan, Plan E. The plan shall conform to City of Big Lake specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits the Developer shall provide the City with an "as constructed" grading

plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches for public drainage have been constructed on public easements or land owned by the City. Notwithstanding the foregoing, the City may issue building permits to the Developer, prior to completion of all grading, provided the City Engineer has determined that adequate erosion control measures are in place. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations, and house pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

16. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns. Prior to any construction in the Plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

17. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract, the improvements lying within public easements shall become City property without further notice or action. Upon completion of the public improvements, the City shall inspect the public improvements and notify Developer if any of the improvements do not conform to the requirements of this Contract. Upon compliance with this Contract with respect to public improvements, the City shall give formal notice of acceptance to Developer and thereafter Developer shall have no responsibility with respect to the maintenance of the public improvements, except during any warranty periods expressly set forth herein.

The Developer shall, at its expense, prepare any streets located in the subdivision for snowplowing and other maintenance that the Developer wishes the City to undertake prior to formal acceptance by the City of such streets. This preparation shall include, without limitations, ramping any manholes as necessary to avoid damage to snowplows or other vehicles used in street maintenance. Should damage occur to City snowplows or other vehicles during the course of snowplowing or other maintenance procedures prior to formal acceptance of the street by the City, the Developer shall pay all such damages and shall indemnify and hold the City harmless for all such damage, cost, or expense incurred by the City with regard thereto.

18. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. The Developer shall pay a fee for engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be at standard hourly rates. Developer will provide a \$5,000.00 escrow, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for construction observation performed by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and will be billed on standard hourly rates. The Developer will provide the City with \$5,000.00 escrow to pay for all engineering, legal, and planning fees associated with the review of this application. City will reimburse Developer any and all money that was not spent reviewing this application.

19. SANITARY SEWER TRUNK CHARGE AND SEWER ACCESS CHARGE. The development is subject to a charge for Sanitary Sewer Trunk expenses payable at the time of final plat approval. The Sanitary Sewer Trunk expenses for Lot 1 will be: 3.23 acres x \$5330.00 = \$17,215.90. The Sanitary Sewer Trunk expenses for Lot 2 will be: 2.73 acres x \$5330.00 =

\$14,550.90. The Sanitary Sewer Trunk expenses for Lot 3 will be: 1.33 acres x \$5330.00 = \$7,088.90. The total Sanitary Sewer Trunk expenses for Lot 1, Lot 2, and Lot 3 are: **\$38,855.70**. The development is also subject to a Sewer Access Charge (SAC) fee in the amount of \$3235.00 per unit for this Plat, as it is a multi-tenant building with greater than 4 units. The Developer shall pay the SAC fee before the building permit is issued.

20. WATER TRUNK CHARGE AND WATER ACCESS CHARGE. The development is subject to a charge for Water Trunk expenses payable at the time of final plat approval. The Water Trunk expenses for Lot 1 will be: 3.23 acres x \$1650.00 = \$5,329.50. The Water Trunk expenses for Lot 2 will be: 2.73 acres x \$1650.00 = \$4,504.50. The Water Trunk expenses for Lot 3 will be: 1.33 acres x \$1650.00 = \$2,194.50. The total Water Trunk expenses for Lot 1, Lot 2, and Lot 3 are: **\$12,028.50**. The development is also subject to a Water Access Charge (WAC) fee in the amount of \$2200.00 per unit for this Plat, as it is a multi-tenant building with greater than 4 units. The Developer shall pay the WAC fee before the building permit is issued.

21. STORM SEWER CHARGE. The development is subject to a charge for Storm Sewer expenses payable at the time of final plat approval.

22. PARK DEDICATION. The Developer will pay a park dedication fee at the time of final plat approval. Residential developments are required to dedicate 10 percent of the value of the land with an established minimum per-unit fee. The City will allow the park dedication fees to be phased. The Developer shall pay the park dedication cash requirement for the units in each individual phase prior to the issuance of the building permit for that phase of development. The current fee schedule, which has a minimum per unit charge of \$2500.00 would require a park dedication fee of \$262,500 for the 105 residential units. For Lot 1, the Developer shall pay \$87,500.00 for the park dedication fee. For Lot 2, the Developer shall pay \$87,500.00 for the park

dedication fee. For Lot 3, the Developer shall pay \$87,500.00 for the park dedication fee. Park dedication for OUTLOT A shall be collected at the time of a future final plat when it is platted as a developable lot.

23. ESCROW FOR SPECIAL ENGINEERING COSTS. The Developer shall post an escrow of **\$3,000** for all special engineering fees. The City shall reimburse the Developer for any amount of the escrow that is not applied towards the special engineering fees. These special engineering fees shall include, but are not limited to, the following:

A. The Developer shall post a **\$300** security for the final placement of interior subdivision iron monuments at property corners and the placement of all wetland monuments pursuant to Big Lake City Code Section 1066. The security was calculated as follows: 3 lots at \$100.00 per lot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

B. The Developer shall pay the cost for the preparation of record construction drawings and City base map upgrading by the City Engineer as part of the Administrative/Engineering Fee at an estimated cost of **\$36.50** per lot.

C. Before the City signs the final plat, the Developer shall post a street light security of **\$1,901.00**.

24. LANDSCAPING. Landscaping shall be installed in accordance with City Code Section 1027 and the approved Landscape Plan. Prior to the issuance of a Building Permit, the Builder shall provide an escrow of **[\$insert amount]** to the City to guarantee compliance with the landscaping requirements. If the final grading and landscaping is not timely completed, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon

satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City. The Developer shall install an irrigation system to ensure the viability of landscape materials.

25. TREE PRESERVATION. Individual lot preservation plans shall not be required.

26. SPECIAL PROVISIONS. The following special provisions shall apply to Plat development:

A. Implementation of the recommendations listed in Planning Report dated [insert date] and Resolution # 2020-02, of January 8, 2020.

B. All easement documents and all deeds for any outlots transferred to the City shall be provided to the City simultaneously with delivery of the final plat for City signatures. The Developer shall dedicate to the City on the final plat drainage and utility easements located within the property, including access, as required to serve the site.

C. The lighting plan must comply with the City of Big Lake Zoning and Subdivision Ordinances.

D. The Developer must submit a wetland replacement plan and obtain all required approvals prior to construction.

E. The Developer shall execute a Stormwater Maintenance Agreement for the infiltration basins on the property. The Developer shall prepare a Stormwater Maintenance Plan to be included in this agreement. The Developer shall provide the City with infiltration test results for each of the proposed infiltration basins. The Developer shall obtain soil borings to verify groundwater depth and soil type within the proposed infiltration basin location and submit the data to the City for review. The infiltration basins shall be seeded with MnDOT seed mix 35-221.

F. The silt fence location identified in the SWPPP shall be adjusted so that the sidewalk remains usable throughout construction.

- G. All construction shall be in accordance with City of Big Lake Standards.
- H. The Developer is required to submit the final plat in electronic format. The electronic format shall be Auto CAD file. The Developer shall also submit one complete set of reproducible construction plans on Mylar.
- I. The property accesses shall be constructed with radi a minimum of fifteen (15) feet in length.
- J. Additional spot elevations or intersection details shall be provided for the proposed site accesses.
- K. The Forest Road bituminous, aggregate base, curb and gutter, and sidewalk shall be replaced no more than 48 hours following the watermain connection.
- L. A temporary pedestrian access route shall be provided whenever construction impacts the existing sidewalk.
- M. Test water shall not be disposed of into the City's sanitary sewer system.
- N. Umbrella anchorage assemblies shall be provided for all gate valves.
- O. The Developer shall ensure that two consecutive passing bacteriological tests are obtained from the proposed watermain. Testing results shall be provided to the City.
- P. A gate valve shall be added to the proposed water service for the building located on Lot 3.
- Q. Two additional gate valves shall be installed near MH 3.
- R. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation of the unplatted property in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey.

27. **SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this Development Contract, payment of real estate taxes, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a letter of credit, in the form attached hereto, from a bank (“security”) for \$?????.??. The amount of the security includes all of the security requirements set forth in the preceding sections of this Contract, and was calculated as follows:

CONSTRUCTION COSTS:	
Landscaping	\$???????
Erosion Control	\$???????
Improvements	\$???????
CONSTRUCTION SUB-TOTAL	\$???????
OTHER COSTS:	
Street Lights	\$???????
Lot Corners/Iron Monuments	\$ 1,700.00
OTHER COSTS SUB-TOTAL	\$???????
TOTAL SECURITIES:	\$???????
GRAND TOTAL SECURITIES (125%)	\$???????

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the security, upon five (5) business days prior written notice to Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. Amounts drawn shall not exceed the amounts necessary to cure the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be

reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City standard specifications for utilities and street construction outline procedures for security reductions.

28. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City at the time of final plat approval and execution of this Contract by the City:

Engineering, City Administration Escrow	\$ 5,000.00
Special Engineering Fees Escrow	\$ 3,000.00
Legal Expenses (Section 18) escrow	\$ 5,000.00
One-Year Street Maintenance	\$ 250.00
Street Light Operating Fee	\$ 150.00
Sanitary Sewer Trunk Charge	\$ 38,855.70
Water Trunk Charge	\$ 12,028.50
Storm Sewer Trunk Charge	\$
Park Dedication	\$ 262,500.00
Map Upgrade Fee	\$ 584.00
Landscaping	\$
TOTAL CASH REQUIREMENTS	\$

The City is implementing a pass through billing process. The \$??????? escrow will be held and all bills will be forwarded for immediate payment. If payments are not made in a timely fashion, the project will stop until payments are made. If said fees are less than estimated, the City shall reimburse the Developer within thirty (30) days of receipt of final invoices.

29. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by City Council. The one year warranty

period on streets shall commence after the final wear course has been installed and accepted by the City Council as documented in official City minutes. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

30. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Plat.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is an

obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire Plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt Plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

F. In addition to the charges and special assessments referred to herein, other charges as required by City ordinance may be imposed such as but not limited to building permit fees.

31. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

32. MISCELLANEOUS.

A. Developer shall be responsible for all snow removal from sidewalks on vacant lots to the extent that City Ordinance requires snow removal from sidewalks on constructed homes. Developer shall be responsible for ensuring that all vacant lots comply with the City's Code regarding nuisances.

B. Third parties shall have no recourse against the City or Developer under this Contract.

C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

E. Approval of an administrative permit in compliance with Section 1028 of the City's Zoning Ordinance is required prior to the construction of any model homes.

F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with at least one lift of bituminous surface and the utilities are accepted by the City Engineer in writing.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

H. This Contract shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, commercial general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,500,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the Plat. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance.

J. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

K. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire Plat, or any part of it.

L. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with

the approved plans and specifications. All retaining walls the development plans, or special conditions referred to in this Contract required to be constructed shall be constructed before any Certificate of Occupancy is issued for a lot on which a retaining wall is required to be built.

33. SUCCESSORS AND ASSIGNS. This Development Contract shall be binding upon and inure to the benefit of the parties and their respected successors and assigns, including without limitation, any and all future and present owners, tenants, occupants, licensee, mortgagee and any other parties with any interest in the Property. Should the Developer convey any lot or lots in the Plat to a third party, the City and the owner of that lot or those lots may amend this Development Contract as applied to that lot or those lots without the approval or consent of Developer or the other lot owners within the Plat. Private agreements between the owners of lots within the Plat for shared service or access and related matters necessary for the efficient use of the Property shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner.

34. COUNTERPARTS. This Development Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

35. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: [insert address]. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Big Lake City Hall, 160 Lake Street North, Big Lake, Minnesota 55309.

[Remainder of page intentionally left blank.]

[Signature pages to follow.]

CITY OF BIG LAKE

(SEAL)

BY: _____
Mike Wallen, Mayor

BY: _____
Clay Wilfahrt, City Administrator

STATE OF MINNESOTA)
 (ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by **Mike Wallen** and by **Clay Wilfahrt**, the Mayor and City Administrator of the **City of Big Lake**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

*[Remainder of page intentionally left blank.
Signatures on next page.]*

**EXHIBIT A
TO
DEVELOPMENT CONTRACT:
Underlying Legal Description**

SHERBURNE COUNTY

All that part of the Northeast Quarter of the Northwest Quarter of Section 29, Township 33, Range 27, Sherburne County, Minnesota, except the South 280.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south line of said Northeast Quarter of the Northwest Quarter, and also except those parts platted in STATION STREET ACRES EAST and NORTHERN STAR APARTMENTS, according to the recorded plats thereof, and also except Parcel 3, Tract B, described in Final Certificate Document Number 681396, as follows:

Tract B:

The Northeast Quarter of the Northwest Quarter of Section 29, Township 33 North, Range 27 West, Sherburne County, Minnesota, except the South 280.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south line of said Northeast Quarter of the Northwest Quarter; the title thereto being registered as evidence by Certificate of Title Number 5034.

Which lies easterly of the easterly right of way line of County Road Number 43, as now located and established, northerly and westerly of Line 1 described below, and southerly and easterly of Line 2 described below:

Line 1. Beginning at the north quarter corner of said Section 29; thence run westerly along the north line of said section on a bearing of North 89 degrees 27 minutes 21 seconds West for 683.42 feet; thence South 00 degrees 13 minutes 17 seconds West, 615.84 feet; thence South 44 degrees 27 minutes 12 seconds East, 35.17 feet; thence South 00 degrees 13 minutes 17 seconds West, 69.67 feet; thence South 44 degrees 54 minutes 28 seconds West, 35.16 feet; thence North 89 degrees 27 minutes 21 seconds West, 80.28 feet; thence North 44 degrees 27 minutes 21 seconds West, 28.24 feet; thence North 89 degrees 27 minutes 21 seconds West, 458.81 feet; thence South 45 degrees 13 minutes 17 seconds West, 35.35 feet to an intersection with the east line of said County Road Number 43 and there terminating.

Line 2. Commencing at the north quarter corner of said Section 29; thence run westerly on a bearing of North 89 degrees 27 minutes 31 seconds West along the north line of said section for 813.69 feet and the point of beginning of Line 2 to be described; thence South 44 degrees 27 minutes 21 seconds East, 35.08 feet; thence South 00 degrees 13 minutes 17 seconds West, 609.08 feet; thence South 45 degrees 13 minutes 17 seconds West, 35.26 feet; thence North 89 degrees 27 minutes 21 seconds West, 454.13 feet; thence North 44 degrees 27 minutes 21 seconds West, 35.48 feet to an intersection with the easterly right of way line of said County Road Number 43 and there terminating.

(Torrens, Certificate of Title No. 10881).

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Big Lake

Dear Sir or Madam:

We hereby issue, for the account of Kuepers Construction, Inc. and in your favor, our Irrevocable Letter of Credit in the amount of \$ _____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of (Name of Bank)";

b) Be accompanied by an affidavit signed by the Mayor or City Administrator of the City of Big Lake certifying that Sherburne Land Company, LLC is in default of the Development Contract with the City of Big Lake and that five (5) business days prior written notice has been given by the City to the Developer with respect to the existence of such default, and such default has not been cured.

c) Be presented for payment at (Address of Bank), on or before 4:00 p.m. on November 30, 2____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Big Lake City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Big Lake City Administrator, Big Lake City Hall, 160 Lake Street, Big Lake, MN 55309, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____

CERTIFICATE OF INSURANCE

LIABILITY & WORKERS' COMPENSATION

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

PROJECT: _____

CERTIFICATE HOLDER & ADDITIONAL INSURED: City of Big Lake
ADDRESS:

ARCH/ENGR: _____

INSURED: _____ ADDRESS: _____

AGENT: _____ ADDRESS: _____

WORKERS' COMPENSATION COVERAGE

POLICY # _____ EFFECTIVE DATE ____/____/____ EXPIRATION DATE ____/____/____

INSURANCE COMPANY: _____

COVERAGE-Workers' Compensation, Statutory. Employers' Liability Limit

\$ _____ Each Accident \$ _____ Disease Policy Limit \$ _____ Disease Employee Limit
(\$500,000 Policy limit applies to both accident and disease)

GENERAL LIABILITY

POLICY # _____ EFFECTIVE DATE ____/____/____ EXPIRATION DATE ____/____/____

INSURANCE COMPANY: _____

() Claims Made () Occurrence () Owner's & Contractors Protective () Other

LIMITS:

General Aggregate Limit (Other Than Products-Completed Operations) \$ _____

Products-Completed Operations Aggregate Limit \$ _____

Personal & Advertising Injury Limit \$ _____

Each Occurrence \$ _____

COVERAGE PROVIDED

Operations of Contractor:	Yes___ No___	Government Immunity is Waived	Yes___ No___
Operations of Sub-Contractor (Contingent):	Yes___ No___	Property Damage Liability Includes	
Does Personal Injury Include		Damage Due to Blasting	Yes___ No___
Claims Related to Employment:	Yes___ No___	Damage Due to Collapse	Yes___ No___
Completed Operations/Products:	Yes___ No___	Damage To Underground Facilities	Yes___ No___
Contractual Liability (Broad Form):	Yes___ No___	Broad Form Property Damage	Yes___ No___

EXCEPTIONS:

AUTOMOBILE LIABILITY

POLICY # _____ EFFECTIVE DATE: ___/___/___ EXPIRATION DATE: ___/___/___

INSURANCE COMPANY: _____

()Any Auto ()All Owned Autos ()Scheduled Autos
 ()Hired Autos ()Non-Owned Autos

LIMITS:

Bodily Injury \$ _____ Each Person / \$ _____ Each Occurrence OR Combined Single Limit \$ _____
 Property Damage \$ _____ Each Occurrence

UMBRELLA EXCESS LIABILITY

POLICY # _____ EFFECTIVE DATE: ___/___/___ EXPIRATION DATE: ___/___/___

INSURANCE COMPANY _____

LIMITS: Single Limit Bodily Injury and Property Damage

\$ _____ Each Occurrence \$ _____ Aggregate

COVERAGE PROVIDED:

Applies in excess of the coverages listed above for Employers' Liability, General Liability, and Automobile Liability:

Yes___ No___

Are any deductibles applicable to bodily injury or property damage on any of the above coverages?

Yes___ No___ If So, List Amount \$ _____

AGENT CARRIES ERRORS AND OMISSIONS INSURANCE: Yes___ No___

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' notice to the parties to whom this certificate is issued.

Dated at: _____ On: _____ By: _____

MN License # _____
 Authorized Insurance Representative

Attachment K:
Draft Stormwater Maintenance Agreement

(Reserved for Recording Data)

**STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of February, 2020 (“Effective Date”), by and between **Kuepers, Inc.**, a corporation registered with the State of Minnesota (the “Owner”) and the **City of Big Lake**, a Minnesota municipal corporation (the “City”).

RECITALS

A. The Owner is the owner of certain real property located in Sherburne County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The Owner is proceeding to build on and develop the Property, and has received approval of the final plat for the proposed development (“Station Street”); and

C. The final plans for Station Street (“Plans”) are expressly made a part hereof, as approved or to be approved by the City, which are on file with the City, provide for detention/retention of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Big Lake, Minnesota, require that on-site stormwater management/BMP facilities as shown on the Plans (“Stormwater Facilities”) be constructed and maintained on the Property; and

E. The City requires that the Owner agree to construct the Stormwater Facilities as shown on the Plans and adequately maintain the Stormwater Facilities as shown on Exhibit B attached hereto as a condition of final site plan approval of the Property; and

F. As a condition of final site plan approval the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage, and utility for the infiltration basins as shown on the Plans, which will be located along the southerly and northerly boundaries of

the Property within the drainage and utility easement dedicated on the plat of Station Street, Sherburne County Minnesota (“Easement Area”) to comply with work required under the terms of this Agreement, all subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction of Stormwater Improvements. Owner shall construct the Stormwater Facilities in accordance with the Plans and specifications identified in the Plans.

2. Maintenance of Stormwater Improvements.

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit B (collectively, “Stormwater Maintenance Plan”). This includes all pipes, channels, and other conveyances within the Property built to convey stormwater to the facility, as well as all structures, improvements, and vegetation within the Property provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their designed functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. The maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on Exhibit B, and such schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. Inspection and Reporting. The Owner shall cause the Stormwater Facilities to be inspected annually and submit an inspection report annually to the City upon request and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the Stormwater Facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, buffers, emergency overflows etc. within the Property. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plans and with Exhibit B.

4. City Access and Maintenance Rights.

A. The Owner hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect the Stormwater Facilities if the Owner does not inspect the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and such failure continues for 20 days after the City gives the Owner written notice of such failure, except in the event of an emergency when reasonable notice under the circumstances is sufficient. The City shall provide the Owner, their successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary (“Inspection Report”).

B. In the event the Owner, their successors and assigns, fails to maintain the Stormwater Facilities in good working condition in accordance with the terms of this Agreement and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps are reasonably necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the reasonable costs of such repairs to the Owner, their successors and assigns, including assessing the City's costs to the Owner's property taxes. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the Property outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that they are, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences therefrom the Stormwater Facilities, except complaints and legal claims arising out of or resulting from the City's and its contractors, agents, servants, and assigns intentional misconduct. The Owner expressly agree to defend and hold the City harmless from any such third-party claim, except those arising out of or resulting from the City's and its agents' and employees' intentional misconduct.

5. Grant of Easement. Owner hereby grant to the City, its successors and assigns, a permanent non-exclusive easement for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement Area to construct, reconstruct, inspect, repair, and maintain the Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area as necessary to maintain the Stormwater Facilities in accordance with the terms of this Agreement and the further right to remove trees, bushes, undergrowth, and other obstructions in the Easement Area interfering with the location, construction, and maintenance of the Stormwater Facilities, so long as such actions do not have a material adverse effect on Station Street.

6. Reimbursement of Costs. The Owner agrees to reimburse the City for all reasonable costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives

for its own acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

8. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner : Kuepers Inc.
 17018 Commercial Park Road
 Brainerd, MN 56401

To the City: City of Big Lake
 Big Lake City Hall,
 160 Lake Street North,
 Big Lake, Minnesota 55309
 Attn: City Administrator

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

9. Successors/Covenants Run with Property. All duties and obligations of Owner under this Agreement shall transfer to Owner's successors and assigns in title to the Property, except the transferor Owner shall remain liable for any duties and obligations that first arose prior to the date of such transfer and were required to be performed by the date of such transfer. The terms and conditions of this Agreement shall run with the Property.

OWNER:

Kuepers Inc.

By: _____, Its:

By: _____, Its:

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of March, 2020, by
Kuepers Inc.

Notary Public

CITY OF BIG LAKE

BY: _____
Mike Wallen, Mayor

(SEAL)

BY: _____
Clay Wilfahrt, City Administrator

STATE OF MINNESOTA)
(ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of February, 2020, by **Mike Wallen** and by **Clay Wilfahrt**, the Mayor and City Administrator of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:
~~CAMPBELL KNUTSON~~
~~Professional Association~~
~~Grand Oak Office Center I~~
~~860 Blue Gentian Road, Suite 290~~
~~Eagan, Minnesota 55121~~
~~Telephone: (651) 452-5000~~
~~ABS~~

Signature Page to Stormwater Maintenance Agreement/Best Management Practice Facilities and Easement Agreement

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

The land to which this Stormwater Maintenance Agreement applies is located in Sherburne County, Minnesota, and is legally described as follows:

All that part of the Northeast Quarter of the Northwest Quarter of Section 29, Township 33, Range 27, Sherburne County, Minnesota, except the South 280.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south line of said Northeast Quarter of the Northwest Quarter, and also except those parts platted in STATION STREET ACRES EAST and NORTHERN STAR APARTMENTS, according to the recorded plats thereof, and also except Parcel 3, Tract B, described in Final Certificate Document Number 681396, as follows:

Parcel 3, Tract B:

The Northeast Quarter of the Northwest Quarter of Section 29, Township 33 North, Range 27 West, Sherburne County, Minnesota, except the South 280.00 feet of said Northeast Quarter of the Northwest Quarter as measured at a right angle to the south line of said Northeast Quarter of the Northwest Quarter; the title thereto being registered as evidenced by Certificate of Title Number 5034.

Which lies easterly of the easterly right of way line of County Road Number 43, as now located and established, northerly and westerly of Line 1 described below, and southerly and easterly of Line 2 described below:

Line 1. Beginning at the north quarter corner of said Section 29; thence run westerly along the north line of said section on a bearing of North 89 degrees 27 minutes 21 seconds West for 683.42 feet; thence South 45 degrees 13 minutes 17 seconds West, 35.17 feet; thence South 00 degrees 13 minutes 17 seconds West, 615.84 feet; thence South 44 degrees 27 minutes 12 seconds East, 35.17 feet; thence South 00 degrees 13 minutes 17 seconds West, 69.67 feet; thence South 44 degrees 54 minutes 28 seconds West, 35.16 feet; thence North 89 degrees 27 minutes 21 seconds West, 80.28 feet; thence North 44 degrees 27 minutes 21 seconds West, 28.24 feet; thence North 89 degrees 27 minutes 21 seconds West, 458.81 feet; thence South 45 degrees 13 minutes 17 seconds West, 35.35 feet to an intersection with the east line of said County Road Number 43 and there terminating.

Line 2. Commencing at the north quarter corner of said Section 29; thence run westerly on a bearing of North 89 degrees 27 minutes 21 seconds West along the north line of said section for 813.69 feet and the point of beginning of Line 2 to be described; thence South 44 degrees 27 minutes 21 seconds East, 35.08 feet; thence South 00 degrees 13 minutes 17 seconds West, 609.08 feet; thence South 45 degrees 13 minutes 17 seconds

West, 35.26 feet; thence North 89 degrees 27 minutes 21 seconds West, 454.13 feet; thence North 44 degrees 27 minutes 21 seconds West, 35.48 feet to an intersection with the easterly right of way line of said County Road Number 43 and there terminating, according to and on file and of record in the Office of the County Recorder, Sherburne County, Minnesota.

**EXHIBIT B
TO
STORMWATER MAINTENANCE AGREEMENT**

Stormwater Maintenance Plan
and the
City Engineering Standards for Stormwater Treatment Facilities

Infiltration Basin Maintenance

INFILTRATION BASIN INFORMATION

Infiltration basins are designed to remove pollutants from stormwater runoff and reduce runoff volume through infiltration. Maintenance is required and is extremely important. Sediment and debris must be removed regularly to maintain correct function. This document serves as guidance to developing an inspection and maintenance plan.

SITE LOCATION: Station Street

INFILTRATION BASIN INSPECTION/MAINTENANCE

The CURRENT OWNER or their designee is responsible for completing inspections and conducting maintenance.

WHEN WILL THE INFILTRATION BASIN BE INSPECTED AND MAINTAINED?

Infiltration Basins must be inspected in the spring and fall of each year. Personnel should be aware of the maintenance plan. It is recommended to consult with the designer and builder to understand the inspection and maintenance needs.

MAINTENANCE PLAN INFORMATION

This Stormwater Maintenance Plan for the location listed above is submitted by the CURRENT OWNER on the Effective Date of the Stormwater Maintenance Agreement to comply with the City's Land Development Code Requirements. Inspection and maintenance records are required to be kept on file for five (5) years and submitted to the City upon request by the City.

INSPECTION & MAINTENANCE CHECKLIST

- (must be completed in the Spring & Fall):
- Clean basin. Remove any sediment, trash and debris.
- Remove any dead vegetation, trim live vegetation if needed and remove weeds.
- Inspect and clean pre-treatment area(s) (e.g. sump, filter strip, rock).
- Repair inlet erosion/damage. Inspect bottom of the basin and remove any sediment.
- If water is not infiltrating within 48 hours, loosen, aerate or replace soils to ensure water infiltrates – must infiltrate within 48 hours.
- Paved surfaces draining to basin swept and kept free of sediment and debris.
- Replace dead plants/vegetation. Manage native vegetation (if applicable) through mowing, spot spraying for weeds and/or prescribed burning. Water as needed.
- Erosion will be repaired.
- Photos taken.
- Inspection records submitted to the City of Big Lake upon request.

****Please keep a copy of this Plan for your records****



AGENDA ITEM

Big Lake City Council

Prepared By: Sara S.W. Roman, AICP, Consultant Planner	Meeting Date: 2/26/2020	Item No. 6L
Item Description: Big Lake Car Condos Final Plat Extension Request	Reviewed By: Hanna Klimmek, EDFP, Community Development Director	
	Reviewed By: Clay Wilfahrt, City Administrator	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council is approving a First Amendment to the Big Lake Car Condo’s Development Agreement amending Section 2 to change the expiration date of the final plat approval from 90 days to 180 days at the request of the developer.

BACKGROUND/DISCUSSION

FINAL PLAT APPROVAL:

The final plat and final PUD for the Big Lake Condos project was approved by the City Council on December 11, 2019. Final Plat and Final PUD approvals made by City Council expire after 90 days. The city (through the Development Agreement) requires that all conditions are satisfied and the final plat is recorded at Sherburne County within that 90 day time period. If an approval is allowed to expire, the applicant must seek a new approval from the City for their project.

The deadline for recording the final plat for Big Lake Car Condos is March 10, 2020. The applicant has stated that they intend to record the final plat by that time, however, the applicant has provided a letter requesting an extension of the deadline to ensure that the approval does not expire should they exceed that date.

The applicant has satisfied a number of conditions in order to record the final plat. At this time, the following conditions must be met prior to the release of mylars for recording the final plat:

- Sherburne County requires that the Title Commitment for the property must be less than 30 days old prior to recording of plat. The current title work is dated January 15, 2020 and must be updated.
- Proof that the full calendar year (first and second half) property taxes related to the plat have been paid in full shall be submitted to the City.
- Development Agreement Cash Requirements must be paid to the City.
- Development Agreement Letter of Credit or Cash Escrow must be submitted to the City.

ATTACHMENTS

Attachment A: Extension Request Letter from Benjamin King (Kraft Walser Law Office) on behalf of applicant, Richard Hinrichs

Attachment A
Extension Request Letter

KRAFT WALSER LAW OFFICE

A PROFESSIONAL LIMITED LIABILITY PARTNERSHIP

131 SOUTH MAIN STREET
HUTCHINSON, MN 55350
(320) 587-8150
FAX (320) 587-8152

lawoffice@kraftwalser.com
www.kraftwalser.com

107 NORTH NINTH STREET
OLIVIA, MN 56277
(320) 523-1322

DANIEL B. HONSEY**
CHRISTOPHER A. KLEIMAN
SENE M. ZUPKE
GINA M. FOX†
BENJAMIN S. KING

JOHN H. KRAFT
(Retired)
DONALD H. WALSER
(Retired)
STEVEN E. HETTIG
(Retired)

February 18, 2020

VIA E-MAIL

City of Big Lake Council
Big Lake City Hall
160 Lake Street North
Big Lake, MN 55309

In re: Big Lake Car Condos

Dear Council Members:

This letter is in regards to Mr. Richard Hinrichs' project located at the land legally described as Outlot A, Big Lake Marketplace Third Addition, commonly known to the City Council as Big Lake Car Condos (the "Project"). Mr. Hinrichs has until March 10, 2020 to record the Plat of the Project. Mr. Hinrichs is close to finalizing his construction loan which will allow him to pay the necessary fees to record the Plat. Mr. Hinrichs anticipates that the Plat will be recorded prior to March 10, 2020, however, it is not a certainty.

Therefore, Mr. Hinrichs' respectfully requests that the City Council grant him an extension to record the Plat for the Project.

Sincerely,

KRAFT WALSER LAW OFFICE

BY: /s/ Gina M. Fox

bsk

cc: Richard B. Hinrichs

†CERTIFIED BY THE REAL PROPERTY LAW SECTION OF THE MINNESOTA STATE BAR ASSOCIATION AS A REAL PROPERTY LAW SPECIALIST
**QUALIFIED NEUTRAL UNDER RULE 114 OF THE MINNESOTA GENERAL RULES OF PRACTICE

**FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT**

This First Amendment to the Development Agreement (the “First Amendment”) is made and entered into this 26th day of February, 2020 (the “Effective Date”), by and between the **CITY OF BIG LAKE**, a Minnesota municipal corporation (“City”) and **RICHARD HINRICHS**, an individual (“Developer”).

RECITALS

A. The City and Developer entered into the Development Agreement executed on December 23, 2019, (the “Agreement”), for certain real property located in the City of Big Lake, as more fully described in the Agreement.

B. The City and Developer now desire to amend the Agreement in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONDITIONS OF PLAT APPROVAL, Section 2 of the Agreement, shall be amended as follows:
 - a. City approval of the Plat is conditioned on the Developer entering into this Contract, furnishing the security required by it, and recording the Final Plat with the County Recorder or Registrar of Titles within ~~90 days~~ 180 days after the City Council approves the final plat.

2. No Other Changes. All other terms and conditions of the Agreement are hereby affirmed to be unchanged by the terms hereof and shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Agreement has been made and executed by the City and Developer as of the day and year first above written.

[Remainder of Page Intentionally Left Blank]

CITY OF BIG LAKE

BY: _____
Mike Wallen, Mayor

(SEAL)

BY: _____
Clay Wilfahrt, City Administrator

STATE OF MINNESOTA)
 (ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by **Mike Wallen** and by **Clay Wilfahrt**, the Mayor and City Administrator of the **City of Big Lake**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON, P.A.
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
SNC



AGENDA ITEM

Big Lake City Council

Prepared By: Gina Wolbeck, City Clerk	Meeting Date: 2/26/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6M
Item Description: Annual Liquor License Renewals		Reviewed By: Clay Wilfahrt, City Administrator	
		Reviewed By: N/A	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a Resolution approving the 2020/2021 liquor license renewals listed below, contingent upon receipt of all licensing fees, approved background checks, submittal of Certification of Liability Insurance, and submittal of all required licensing forms.

BACKGROUND/DISCUSSION

Liquor licenses for establishments in the City will expire on March 31, 2020. Renewal requests have been sent out to current license holders and all applications are anticipated to be complete prior to the expiration date. It is staff’s recommendation to approve the attached Resolution approving 2020/2021 liquor license renewals for:

3.2% Off-Sale Malt Liquor Licenses

- Kwik Trip, Inc.

Taproom On-Sale, Sunday, & Small Brewer Off-Sale

- Lupulin Brewing LLC (Lupulin Brewing Company)

On-Sale Liquor Licenses & Sunday Liquor Licenses

- SIG LLC (Tootsies Lakeside Pub)
- KPK Corporation (The Third Rail Bar and Grill)
- McPete’s Sports Bar and Lanes
- Rack’s, Inc. (El Loro Mexican Restaurant)
- LaFloyd’s American Grill (Russell’s on the Lake)
- TD Restaurants LLC (Friendly Buffalo)
- Volker’s, Inc. (Trails Grill and Sports Bar)

All approvals are contingent upon receipt of all licensing fees, approved background checks, submittal of Certification of Liability Insurance, and submittal of all required licensing forms.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends approval of a Resolution approving liquor license renewals for 2020/2021.

ATTACHMENTS

Resolution

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, February 26, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**BIG LAKE CITY COUNCIL
RESOLUTION NO. 2020-XX**

A RESOLUTION APPROVING LIQUOR LICENSES FOR 2020/2021

WHEREAS, the City of Big Lake (the "City:") has historically issued licenses to the following establishments to sell and/or serve liquor as indicated; and

3.2% Off-Sale Malt Liquor Licenses

- Kwik Trip, Inc.

Taproom On-Sale, Sunday, & Small Brewer Off-Sale

- Lupulin Brewing LLC (Lupulin Brewing Company)

On-Sale Liquor Licenses & Sunday Liquor Licenses

- SIG LLC (Tootsies Lakeside Pub)
- KPK Corporation (The Third Rail Bar and Grill)
- McPete's Sports Bar and Lanes
- Rack's, Inc. (El Loro Mexican Restaurant)
- LaFloyd's American Grill (Russell's on the Lake)
- TD Restaurants LLC (Friendly Buffalo)
- Volker's, Inc. (Trails Grill and Sports Bar)

WHEREAS, the liquor licenses of the above establishments will expire on March 31, 2020; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Big Lake, Minnesota, that the above listed establishments are hereby authorized to sell and/or serve liquor beginning April 1, 2020 through March 31, 2021; contingent upon the following:

1. Receipt of the required licensing fee.
2. Receipt of completed background check application and City approval of background check.
3. Submittal of Certification of Liability Insurance; must comply with required information per City Ordinance.
4. Submittal of all required licensing documents.

Adopted by the Big Lake City Council this 26th day of February, 2020.

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

*Drafted By:
City of Big Lake
160 North Lake Street
Big Lake, MN 55309*

The following Council Members voted in favor:
The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of February 2020, by Mike Wallen and Gina Wolbeck, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public



AGENDA ITEM

Big Lake City Council

Prepared By: Layne Otteson, P.E. CE/PWD PW20-011	Meeting Date: 2/26/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6N
Item Description: Lowering of the Speed Limit from 30 MPH to 25 MPH for the Municipal State Aid Routes of Euclid Avenue, Sherburne Avenue and Powell Street North		Reviewed By: Clay Wilfahrt, City Administrator Reviewed By: Deb Wegeleben, Finance Director and Joel Scharf, Police Chief	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a RESOLUTION establishing a 25 mile per hour speed limit on Euclid Avenue, Sherburne Avenue and Powell Street North in the City of Big Lake.

BACKGROUND/DISCUSSION

The streets of Sherburne Avenue, Euclid Avenue, and Powell Street North are included in the upcoming 2020 Street and Utility Project No. ST2020-1. The streets are Municipal State Aid routes and subject to MnDOT rules for funding. A reduction in speed from 30 mph to 25 mph requires the City to pass and forward the resolution on to MnDOT as part of the approval process.

During the preliminary design of the project, Staff met and discussed the project with residents individually (email/telephone) and during 2 open houses and a walk about. Safety was a theme that kept being expressed by the residents with vehicle speed being a particular concern.

Staff responded to the multiple requests for a speed reduction by reviewing each street and determining if a speed reduction had merit. Vehicle and pedestrian safety discussions with Police Chief Joel Scharf resulted in strong support for the speed reduction on each of the streets. The streets are used by all ages of pedestrians and bicyclists. Currently all share the roadway with vehicles. The streets currently have a statutory speed limit of 30 mph.

The Council has previously reduced the speed to 25 mph on Manitou Street, Tarrytown Road, Hiawatha Avenue and Lakeshore Drive. No negative comments or concerns have been received.

Euclid Avenue

Manitou Street is a State Aid route with about 980 vehicles per day on average with a street length of approximately 1,800 feet. The existing street varies in width from 32 to 19 feet wide and the newly reconstructed street will be 26 feet wide between the curb faces. There currently is no pedestrian facilities but a new sidewalk could be constructed at the back of the curb. The street is recognized as a local residential street and provides a corridor for western resident's access to Lakeshore Drive.

Sherburne Avenue

Sherburne Avenue is a State Aid route with about 280 vehicles per day on average with an approximate length of 1,220 feet. The existing street is 22 feet wide and the newly reconstructed street will be 26 feet wide between the curb faces. There currently is no pedestrian facilities but a new sidewalk will likely be

constructed at the back of the curb. The street is recognized as a local residential street and provides a corridor for residents to walk/bike to Lakeside Park, neighborhoods, trail and parks system within the City.

Powell Street North

Powell Street North is a State Aid route with about 465 vehicles per day on average with an approximate length of 3,070 feet. The existing street is 24 feet wide and the newly reconstructed street will be 26 feet wide between the curb faces. There currently is no pedestrian facilities but a new sidewalk will be constructed at the back of the curb. The street is recognized as a local residential street and provides a corridor for residents to walk/bike to schools, downtown, neighborhoods, trail and parks system within the City.

FINANCIAL IMPACT

No additional cost as new speed limit signs will be installed with the 2020 Street and Utility Project.

STAFF RECOMMENDATION

Staff recommends that Council approved the speed reduction for safety improvement.

ATTACHMENTS

Resolution

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, February 26, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. The following Council Member was absent: Seth Hansen. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____

**BIG LAKE CITY COUNCIL
RESOLUTION NO. 2020-XX**

A RESOLUTION ESTABLISHING A 25 MILE PER HOUR SPEED LIMIT ON SHERBURNE AVENUE, EUCLID AVENUE AND POWELL STREET NORTH IN THE CITY OF BIG LAKE

WHEREAS, Minnesota State Statute 169.011 Subdivision 64 defines a residential roadway as meaning a city street or town road that is less than one-half mile (2,640 feet) in total length; and

WHEREAS, Minnesota State Statute 169.14 Subdivision 2(a)(7) identifies a maximum speed limit of 25 miles per hour in residential roadways if adopted by the road authority having jurisdiction over the residential roadway; and

WHEREAS, Minnesota State Statute 169.14 Subdivision 2(b) identifies a speed limit adopted under paragraph (a), clause (7), is not effective unless the road authority has erected signs designating the speed limit and indicating the beginning and end of the residential roadway on which the speed limit applies;



AGENDA ITEM

Big Lake City Council

Prepared By: Layne R. Otteson P.E., DPW/City Engineer - ENG20-008	Meeting Date: 2/26/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 60
Item Description: Approve the Establishment of Parking Restriction on Powell Street a Municipal State Aid Route	Reviewed By: Clay Wilfahrt, City Administrator Reviewed By: N/A		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a RESOLUTION Establishing “No Parking” on Particular Municipal State Aid Routes within the City of Big Lake.

BACKGROUND/DISCUSSION

Powell Street is included in the upcoming 2020 Street Improvement Project No. ST2020-1. This roadway is a Municipal State Aid route subject to MnDOT rules for funding. The proposed street width requires the City to pass a “no parking” resolution and forward the resolution on to MnDOT as part of the approval process.

During the preliminary design of the project, Staff explained that reconstruction of the existing roadways with parking requires the newly reconstructed street to be significantly wider than existing pavement due to State Aid rules in order to receive “Municipal Street Aid Funds” from the State. Adding a parking lane would impact at least another 8 feet of boulevard beyond the curb and sidewalk. This information was shared with residents individually (email/telephone), 2 open houses and during the two walkabouts held.

A wider roadway results in significant impacts to the adjacent property owners in some of the following ways:

- Higher street pavement & excavation costs (higher assessment)
- Higher storm sewer costs (higher assessment)
- Landscaping removals (shrubs, fences, flowers beds, retaining walls, etc.)
- Tree removals
- Reduction in front yard use
- Steeper or flatter slopes impacting mowing and drainage
- Shorter driveway parking (a few significantly impacted)

This led to many discussions involving ideas and options to minimize impacts with property owners. Assessment costs were the major factor in determining that street width should be reduced. Also, concerns regarding speeders was discussed and a speed reduction was requested by many. In the end, support for narrower streets, one sidewalk and parking restriction was found to be acceptable as it minimized costs and increased pedestrian safety. The feedback was generally incorporated into the plans.

FINANCIAL IMPACT

The overall financial impact of narrower streets without parking is about a 15% reduction in construction costs. Future maintenance will also be reduced due to the narrower pavement surface to maintain.

STAFF RECOMMENDATION

If Council approves, the parking restriction shall apply to Powell Street, a State Aid Route No. 108 from Glenwood Ave to Hiawatha Ave.

Staff recommends that City Council approve a Resolution establishing “No Parking” on the Municipal State Aid routes as listed above in accordance with MnDOT State Aid rules in order to receive State funding.

ATTACHMENTS

Resolution

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, February 26, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**BIG LAKE CITY COUNCIL
RESOLUTION NO. 2020-XX**

**RESOLUTION ESTABLISHING NO PARKING ON PARTICULAR MUNICIPAL STATE AID
ROUTES WITHIN THE CITY OF BIG LAKE**

WHEREAS, the City has planned the improvement of Powell Street, State Aid Route No. 108, State Aid Project No. 232-108-001, from Glenwood Avenue to Hiawatha Avenue; and

WHEREAS, the City will be expending Municipal Street Aid Funds on the improvements of these Streets; and

WHEREAS, these improvements do not provide adequate width for parking on either side of these streets; and

WHEREAS, approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Big Lake, Minnesota that the City shall ban the parking of motor vehicles at all times on Powell Street, State Aid Route 108, from Glenwood Avenue to Hiawatha Avenue.

Adopted by the Big Lake City Council this 26th day of February, 2020.

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

*Drafted By:
City of Big Lake
160 North Lake Street
Big Lake, MN 55309*

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of February 2020, by Mike Wallen and Gina Wolbeck, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public



AGENDA ITEM

Big Lake City Council

Prepared By: Layne R. Otteson P.E., PWD & CE PW20-012	Meeting Date: 2/26/2020	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7A
Item Description: Approve Final Plans and Specifications and Authorize Advertisement for 2020 Street and Utility Project No. ST2020-1		Reviewed By: Clay Wilfahrt, City Administrator Reviewed By: Deb Wegeleben, Finance Director	

ACTION REQUESTED

A motion to approve a **RESOLUTION** approving the final plans and specifications and authorizing the Advertisement of Bids for the 2020 Street and Utility Project No. ST2020-1.

BACKGROUND/DISCUSSION

This City Council directed Staff to complete the design of the 2020 street and utility project that is programmed within the Capital Improvement Program. The scope of this project focuses on street rehabilitation and drainage improvements. Twenty-two (22) street segments have been found to be in need of resurfacing or reconstruction. Proposed ancillary work includes water service insulation, sidewalk, water main looping, street lighting and storm water quality improvements. Property owners have expressed interest in driveway replacement to be included with the project. To minimize costs, the engineering design team has been reducing street width and utilizing existing ditch areas as much as possible. Cost estimates have decreased during design. **Cost savings during construction will also be pursued.**

City staff has been communicating with property owners since last spring regarding this project. Three Open Houses have been held in May, June and November. Attendance varied from 30 to 60 residents. I provided about a 40 minute presentation and then answered group questions for 20 to 30 minutes. At the conclusion of the meetings, I met individually with residents. A questionnaire was distributed to the residents and many have provided valuable input. I have walked the project and met with numerous residents on-site to discuss the project concerns, impacts and costs. Also, 2 sidewalk workshops were held in February to better determine the need on Euclid Avenue and Sherburne Avenue. Sidewalk installation on Powell Avenue has had overwhelming support. I have also received input from Public Works personnel. Staff has also worked closely with the Consultant design team to provide for a project that best suits the City and its residents. Comment and requests from residents will continue to be considered even during construction.

During the process, Staff received feedback from adjacent property owners via face to face meetings, questionnaire, telephone and email. The following are a few key components of the project that were addressed:

- Incorporated property owner concerns issues
- Consider PW operations and maintenance costs
- Street widths and parking restrictions
- Storm sewer minimization

- Complete streets policy - sidewalks & street
- Rain garden/infiltration

As part of Chapter 429 process, a public hearing was held on December 11th, 2019 before the City Council. Residents were notified via US Mail and meeting was noticed in the newspaper. Several residents spoke regarding the project with support with only a couple against. At the conclusion of the public hearing, Staff was directed to complete final design.

Streets identified for reconstruction without a sidewalk include:

- Edgewater Place – Lake Shore Drive to termini;
- Euclid Avenue – Lake Shore Drive to US 10;
- Euclid Court – Euclid Avenue to termini;
- Hennepin Avenue – Lake Shore Drive to termini;
- Highland Avenue – Lake Shore Drive to termini;
- Lake Avenue – Lake Shore Drive to termini;
- Nicollet Avenue – Lake Shore Drive to termini;
- Oak Avenue – Lake Shore Drive to Oak Street;
- Oak Street – Oak Avenue to termini;
- Powell Circle East – Powell Street to termini;
- Powell Circle North – Powell Street to termini;
- Powell Circle West – Powell Street to termini;
- Red Oak Drive – Lake Shore Drive to termini;
- Shady Lane – Lake Shore Drive to termini; and
- Westwood Drive – Lake Shore Drive to termini.

Streets identified for reconstruction with a sidewalk include:

- Sherburne Avenue – Lake Shore Drive to Euclid Avenue;
- Powell Street – Hiawatha Avenue to Glenwood Avenue; and
- Will Street – Powell Street to Hill Street.

Streets identified for pavement resurfacing include:

- Leighton Drive – Leighton Circle to 85 feet west of Maple Lane;
- Leighton Circle – Leighton Drive to termini;
- Oak Circle - Leighton Drive to termini;
- Maple Lane – Leighton Drive to Euclid Avenue

Public Works has only been able to perform minimum repairs or replacement due to limited funding. Often times, the proper repair/replacement would provide long term performance and no longer require annual maintenance. This is an opportunity to address needs and reduce potential risks (i.e. trip hazards, plow damage, etc.). This type of work can realize costs savings if bid as part of a large project. Work needed throughout the City include (closer review when snow gone):

- Manhole, catch basin and gate valve adjustment or repairs City wide;
- Sidewalk installation on Minnesota Avenue near County 43 (150');
- Sidewalk installation on segments missing City wide based on priority;
- ADA compliant pedestrian ramps about McDowall Park (10 locations) and 10 intersection based on priority; and
- Park entrance upgrades to meet ADA requirements based on priority.

The design is complete and ready for MNDOT review. Following approval by MnDOT, staff will immediately advertise for bids. If the project is approved by Council, the remaining schedule is:

March 2020	Advertise
April 2020	Award Project
May 2020 – November 2020	Construction
October 2020	Final Assessment Hearing

FINANCIAL IMPACT

The scope and cost of the project has been refined and adjusted during the final design process. The estimated cost of the street and utility project identified in the Preliminary Engineering Report was \$3.73 million. However, the project cost estimate has now decreased to approximately \$3.21 million. This includes construction and engineering costs. The construction costs will be determined when bids are opened. The bidding climate has substantial impact on pricing.

With the estimated 12% reduction in construction costs, project funding will also be reduced accordingly. The project is provided by bonds and in turn are supported with special assessments (\$1.5 million), enterprise funds (\$100,000) and local funding (\$1.61 million). Local funding is made up of MSA and levy. Special assessments have been reduced by an estimated 5 to 15% depending on the specific street rehabilitation process. Note that final assessment costs are subject to the final project delivery costs at completion of construction. Opportunities to reduce costs and maintain quality will be examined throughout the project life.

Special assessments have been identified as one of the funding sources associated with this improvement. In accordance with Minnesota State Statute Chapter 429 requirements, a Preliminary Engineering Report was prepared. The report identified the total estimated project costs, assessment policy, and the costs proposed to be assessed to individual properties. Legal requirements of Chapter 429 of State Statute has been fulfilled with the public hearing held. The Notice of Public hearing was published twice in the official newspaper West Sherburne Tribune on November 30, 2019 and December 7, 2019. Each property owner subject to a special assessment was mailed a Notice on November 26, 2019. All notices included time and place of the hearing, the general nature of the improvement, the estimated cost, and the area (streets) proposed to be assessed.

STAFF RECOMMENDATION

Staff recommends that Council consider approve the Resolution for approve the Final Plans and Specifications for the 2020 Street and Utility Improvement Project ST2020-1 and move forward with advertising for bids.

ATTACHMENTS

2020 Street Resurfacing Project ST2020-1 Construction Plans
Resolution Approving Final Plans and Advertising

MINNESOTA DEPARTMENT OF TRANSPORTATION CITY OF BIG LAKE 2020 STREET IMPROVEMENTS SHERBURNE COUNTY, MINNESOTA

CONSTRUCTION PLAN: PLANT-MIXED BITUMINOUS PAVEMENT, CONCRETE CURB AND GUTTER, BITUMINOUS SHARED USE PATH, PEDESTRIAN CURB RAMPS, STORMWATER DRAINAGE, UTILITY IMPROVEMENTS, AND RELATED APPURTENANCES



1800 PIONEER CREEK CENTER
MAPLE PLAIN, MN 55559
PHONE: 763-479-4200
WWW.WENCK.COM



CITY OF BIG LAKE
180 LAKE STREET NORTH
BIG LAKE, MN 55309
PHONE: 763-283-2107
WWW.BIGLAKEMN.ORG

PROJECT TITLE:
**2020 STREET IMPROVEMENTS
BIG LAKE, MINNESOTA**

MINN. PROJ. NO. _____

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: STEVEN HEGLAND LICENSE NO: _____

DATE: _____ SIGNATURE: _____
CONSULTING ENGINEER - CITY OF BIG LAKE
WENCK ASSOCIATES, INC.

APPROVED: _____
CITY ENGINEER, CITY OF BIG LAKE

RECOMMENDED FOR APPROVAL: _____
DESIGN DIVISION ENGINEER, SHERBURNE COUNTY

REVIEWED FOR COMPLIANCE WITH STATE-AID RULES/POLICY: _____
DISTRICT STATE AID ENGINEER

APPROVED FOR STATE AID FUNDING: _____
STATE AID ENGINEER

INDEX

SHEET NO.	DESCRIPTION
G-100	TITLE SHEET
G-101	LEGEND AND GENERAL NOTES
G-102 TO G-103	STATEMENT OF ESTIMATED QUANTITIES (NOT INCLUDED)
G-104 TO G-107	TABULATIONS
G-108	ALIGNMENT PLAN
G-109	TYPICAL SECTIONS
C-101 TO C-114	EXISTING CONDITIONS
C-201 TO C-214	REMOVAL AND EROSION CONTROL PLAN
C-301 TO C-314	SITE PLAN
C-315	INTERSECTION PLANS (NOT INCLUDED)
C-316 TO C-320	ADDITIONAL PROJECT AREA SHEETS
C-401	WATERMAIN PLAN
C-501 TO C-508	STORM SEWER PLAN
C-601 TO C-621	STREET PLAN AND PROFILE
C-701 TO C-712	RESTORATION AND EROSION CONTROL PLAN
C-801 TO C-811	DETAILS

ISSUE NO.: 0

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

STEVEN HEGLAND
LICENSE NO.: 52243
DATE: 2/19/20

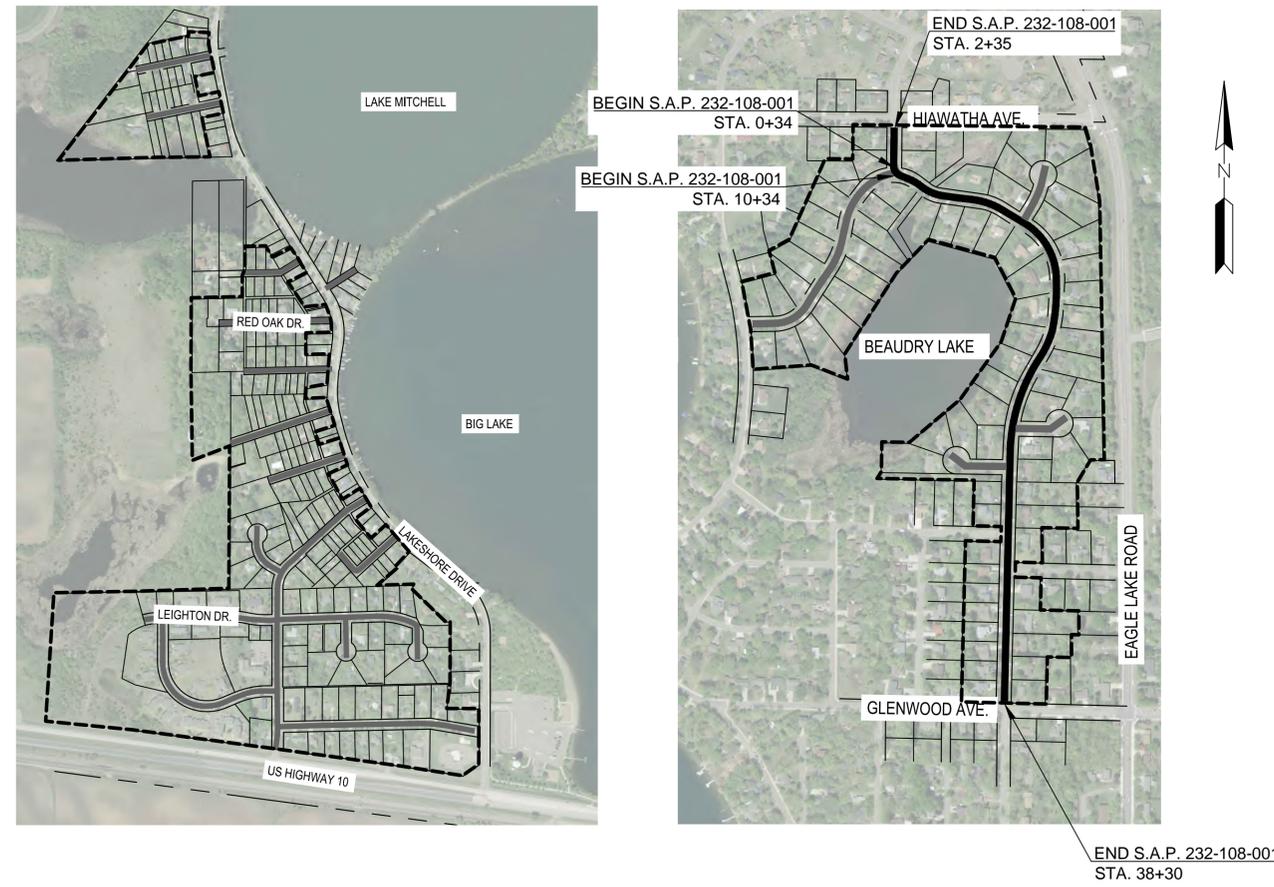
PROJECT NO.: 0362-0006

DWN BY: MLH CHKD BY: CJM APP'D BY: SKH
ISSUE DATE: _____ DATE: _____

ISSUE NO.: 0

SHEET TITLE:
COVER SHEET

SHEET NO.:
G-100



PROJECT VICINITY MAP

POWELL STREET - SAP 232-108-001
STATION: 0+34 TO 2+35 AND 10+34 TO 38+30
CONSTRUCTION PLANS FOR: AGGREGATE BASE, BITUMINOUS PAVEMENT REPLACEMENT, CURB AND GUTTER, STORM SEWER, SUBGRADE CORRECTION

LOCATED ON SHERBURNE AVENUE FROM GLENWOOD AVENUE TO HIAWATHA AVENUE (SECTION 18, T-33N, R-27)

GROSS LENGTH 3.938 FEET 0.746 MILES
BRIDGE LENGTH _____ FEET _____ MILES
EXCEPTION LENGTH _____ FEET _____ MILES
NET LENGTH 3.938 FEET 0.746 MILES

DESIGN DESIGNATION - POWELL STREET

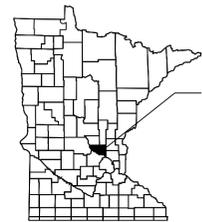
FUNCTIONAL CLASSIFICATION	COLLECTOR
SIGMA 18	53,000
NO. TRAFFIC LANES	2 (11' WIDE)
NO. PARKING LANES	0
ADT (Current Year)	460 (2020)
ADT (Future Year)	506 (2040)
DESIGN SPEED	30 MPH

BASED ON STOPPING SIGHT DISTANCE
HEIGHT OF EYE = 3.5' HEIGHT OF OBJECT = 2.0'
DESIGN LOAD=9 TON R-VALUE=12

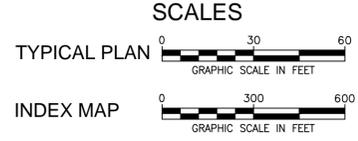
FULL SET OF PLANS AND SPECIFICATIONS ARE AVAILABLE UPON REQUEST (155 MB). CONTACT CITY ENGINEER LAYNE OTTESON 763-251-2984.

PROJECT DATUM

HORIZONTAL: MNDOT SHERBURNE CO, US FOOT
VERTICAL: NAVD88



PROJECT LOCATION
CITY: BIG LAKE
COUNTY: SHERBURNE
DISTRICT: METRO



CITY COUNCIL
MAYOR
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
CITY ADMINISTRATOR
PUBLIC WORKS DIRECTOR

MIKE WALLEN
SETH HANSEN
ROSE JOHNSON
PAUL KNIER
SCOTT ZETTERVALL
CLAY WILFAHRT
LAYNE OTTESON

ITEM NO.	DESCRIPTION	UNIT	CITY WIDE CASTINGS				
			TOTAL	McDOWELL PARK LOCAL FUNDS	MINNESOTA AVE LOCAL FUNDS	LOCAL FUNDS	MOUNT CURVE LOCAL FUNDS
			QUANTITY	QTY	QTY	QTY	QTY
2021.501	MOBILIZATION	LUMP SUM	1	0	0	0	0
2101.254	GRUBBING	TREE	32	0	0	0	0
2101.524	CLEARING	TREE	31	0	0	0	0
2104.502	REMOVE SIGN	EACH	0	0	0	0	0
2104.502	SALVAGE SIGN	EACH	72	0	0	0	0
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	2	0	0	0	0
2104.503	SALVAGE WOOD RAIL FENCE	LIN FT	107	0	0	0	0
2104.503	REMOVE CURB & GUTTER	LIN FT	1460	100	40	0	90
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	1636	0	6	0	0
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	4815	0	0	600	380
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	515	0	0	0	0
2104.504	SALVAGE GRAVEL DRIVEWAY	SQ YD	1348	0	0	0	0
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	2653	0	0	0	0
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2895	0	0	0	0
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	791	200	9	50	210
2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	49	0	6	0	0
2104.601	SALVAGE LANDSCAPING	EACH	10	0	1	0	0
2105.507	COMMON EXCAVATION	CU YD	2564	0	0	0	0
2105.507	SUBGRADE EXCAVATION	CU YD	256	0	0	0	0
2105.602	CONSTRUCTION ENTRANCE	EACH	17	0	0	0	0
2105.607	EXCAVATION SPECIAL 1 (INFILTRATION BASIN)	CU YD	566	0	0	0	0
2105.607	EXCAVATION SPECIAL 2 (INFILTRATION SWALE)	CU YD	23	0	0	0	0
2105.607	EXCAVATION SPECIAL 3 (RAINGARDEN BASIN)	CU YD	56	0	0	0	0
2105.607	HAIL & STOCKPILE BITUMINOUS MATERIAL	CU YD	3736	0	0	0	0
2105.607	SALVAGE AGGREGATE FROM STOCKPILE	CU YD	2588	0	0	0	0
2112.603	SUBGRADE PREPARATION	LIN FT	12367	0	0	0	0
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	359	0	0	0	100
2211.604	AGGREGATE BASE SPECIAL (DRIVEWAY)	SQ YD	1057	0	0	0	0
2215.504	FULL DEPTH RECLAMATION (6"-12")	SQ YD	31513	0	0	0	0
2231.604	BITUMINOUS PATCH SPECIAL (OVERLAY)	SQ YD	197	0	0	0	0
2231.604	BITUMINOUS PATCH SPECIAL (DRIVEWAY)	SQ YD	2421	95	0	0	0
2231.604	BITUMINOUS PATCH SPECIAL (PAVEMENT)	SQ YD	316	0	9	50	210
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	14115	0	0	0	0
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	2231	0	0	0	0
2360.509	TYPE SP 12.5 NON-WEARING COURSE (2.8)	TON	2175	0	0	0	0
2360.509	TYPE SP 12.5 WEARING COURSE MIX (2.8)	TON	4942	0	0	0	0
2433.603	SAW AND SEAL JOINT	LIN FT	8169	0	0	0	0
2501.602	12" PIPE APRON	EACH	1	0	0	0	0
2501.602	18" PIPE APRON	EACH	1	0	0	0	0
2501.602	TRASH GUARD FOR 12" PIPE APRON	EACH	1	0	0	0	0
2501.602	TRASH GUARD FOR 18" PIPE APRON	EACH	1	0	0	0	0
2502.503	8" PE PIPE DRAIN	LIN FT	27	0	0	0	0
2502.503	12" RC PIPE SEWER CLASS V	LIN FT	558	0	0	0	0
2502.503	15" RC PIPE SEWER CLASS V	LIN FT	734	0	0	0	0
2502.503	18" RC PIPE SEWER CLASS V	LIN FT	15	0	0	0	0
2502.503	12" HDPE PIPE DIRECTIONALLY DRILLED	LIN FT	125	0	0	0	0
2502.503	18" HDPE PIPE DIRECTIONALLY DRILLED	LIN FT	166	0	0	0	0
2502.503	12" PERF PE PIPE DRAIN	LIN FT	377	0	0	0	0
2502.503	15" PERF PE PIPE DRAIN	LIN FT	921	0	0	0	0
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	7	0	0	0	0
2501.602	BULKHEAD CULVERT	EACH	4	0	0	0	0
2504.602	WATERMAIN OFFSET	EACH	1	0	0	0	0
2504.602	ADJUST GATE VALVE BOX	EACH	14	0	0	0	0
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	4	0	0	0	0
2504.602	RELOCATE HYDRANT AND VALVE	EACH	1	0	0	0	0
2504.602	6" GATE VALVE & BOX	EACH	1	0	0	0	0
2504.602	8"x8" TEE FITTING	EACH	1	0	0	0	0
2504.602	12"x8" WET TAP	EACH	1	0	0	0	0
2504.602	8"x6" REDUCER	LBS	1	0	0	0	0
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	6	0	0	0	0
2504.603	6" PVC WATERMAIN	LIN FT	8	0	0	0	0
2504.603	8" PVC WATERMAIN	LIN FT	165	0	0	0	0
2504.604	4" INSULATION	SQ YD	290	0	0	0	176
2506.502	ADJUST FRAME & RING CASTING	EACH	99	0	0	50	0
2506.502	RECONSTRUCT STRUCTURE	EACH	7	0	0	0	0
2506.502	CASTING ASSEMBLY	EACH	32	0	0	0	0
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	1	0	0	0	0
2506.503	CONSTRUCT DRAINAGE STRUCTURE H	LIN FT	40.93	0	0	0	0
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	63.71	0	0	0	0
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	21.41	0	0	0	0
2511.507	RANDOM RIPRAP CLASS III	CU YD	18	0	0	0	0
2521.518	3" CONCRETE WALK	SQ FT	32959	750	715	0	0
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	5256	0	40	0	0
2531.503	CONCRETE CURB & GUTTER DESIGN D418	LIN FT	19011	95	0	0	90
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	2890	0	0	0	0
2531.604	7" CONCRETE VALLEY GUTTER	SQ YD	310	0	0	0	0
2531.604	CONCRETE DRAINAGE FLUME	SQ YD	29	0	0	0	0
2531.618	TRUNCATED DOMES	SQ FT	332	200	0	0	0
2540.602	RELOCATE MAIL BOX	EACH	173	0	0	0	0
2540.602	RELOCATE MAIL BOX SUPPORT	EACH	168	0	0	0	0
2557.603	INSTALL WOOD RAIL FENCE	LIN FT	107	0	0	0	0
2563.601	TRAFFIC CONTROL	LUMP SUM	1	0	0	0	0
2563.603	TRAFFIC CONTROL SUPERVISOR	EACH	1	0	0	0	0
2564.502	INSTALL SIGN TYPE C	EACH	63	0	0	0	0
2564.518	SIGN PANELS TYPE C	SQ FT	0	0	0	0	0
2571.525	TRANSPLANT SHRUB	HOUR	10	0	0	0	0
2572.510	PRUNE TREES	LUMP SUM	1	0	0	0	0
2573.501	EROSION CONTROL SUPERVISOR	EACH	1	0	0	0	0
2573.502	STORM DRAIN INLET PROTECTION	EACH	55	0	0	0	0
2573.503	SILT FENCE, TYPE MS	LIN FT	2062	0	0	0	0
2573.503	FLOATING SILT CURTAIN TYPE STILL WATER	EACH	5	0	0	0	0
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	254	100	0	0	100
2573.607	ROCK DITCH CHECK (CURB)	CY	95	0	0	0	0
2574.507	LOAM TOPSOIL BORROW	CU YD	847	0	0	0	0
2574.508	FERTILIZER TYPE 3 (22-5-10)	LBS	1923	0	0	0	0
2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	996	67	0	0	100
2575.508	SEED MIXTURE 25-15-1	LBS	2223	0	0	0	20
2575.508	HYDRAULIC BONDED FIBER MATRIX	LBS	19278	20	0	0	0
2575.605	SEEDING	ACRE	5.502	0	0	0	0
2582.503	4" SOLID LINE MULTI-COMPONENT	LIN FT	0	0	0	0	0
2582.503	24" SOLID LINE MULTI-COMPONENT	LIN FT	0	0	0	0	0
2582.518	CROSSWALK MULTI COMP	SQ FT	0	0	0	0	0



1800 PIONEER CREEK CENTER
MAPLE PLAIN, MN 55359
PHONE: 763-479-4200
WWW.WENCK.COM

CLIENT:



CITY OF BIG LAKE
180 LAKE STREET NORTH
BIG LAKE, MN 55309
PHONE: 763-263-2107
WWW.BIGLAKEMN.ORG

2020 STREET IMPROVEMENTS
BIG LAKE, MINNESOTA

PROJECT TITLE:

ISSUE NO.:

0

DESCRIPTION:
FOR CITY COUNCIL

DATE:
02/19/2020

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

STEVEN HEGLAND

LICENSE NO.: 52243

DATE: 2/19/20

PROJECT NO.: 0362-0006

DWN BY: MLH CHKD BY: CJM APPD BY: SKH

ISSUE DATE: DATE

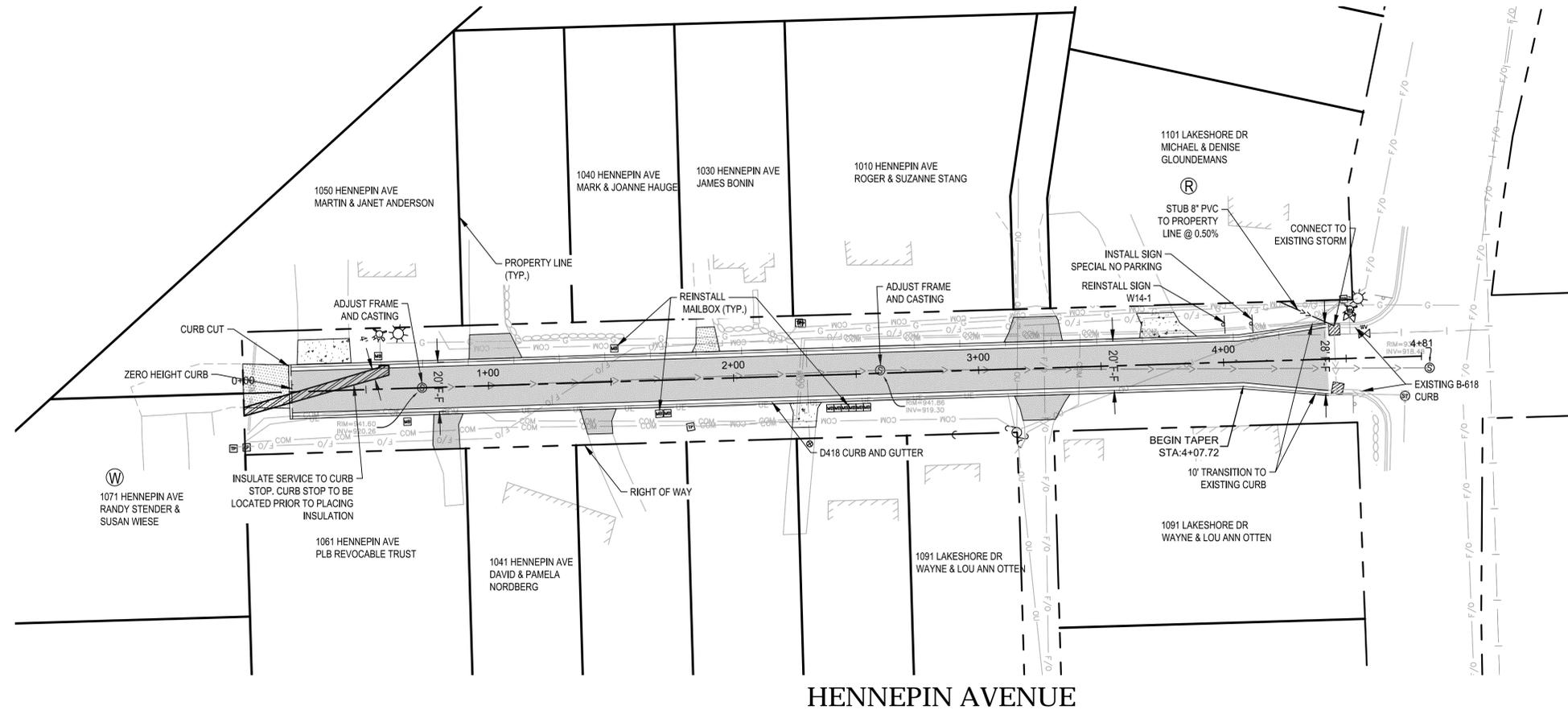
ISSUE NO.: 0

SHEET TITLE:

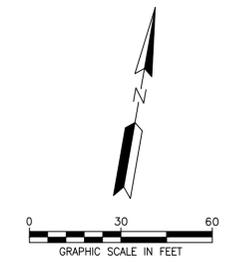
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SHEET NO.:

G-103



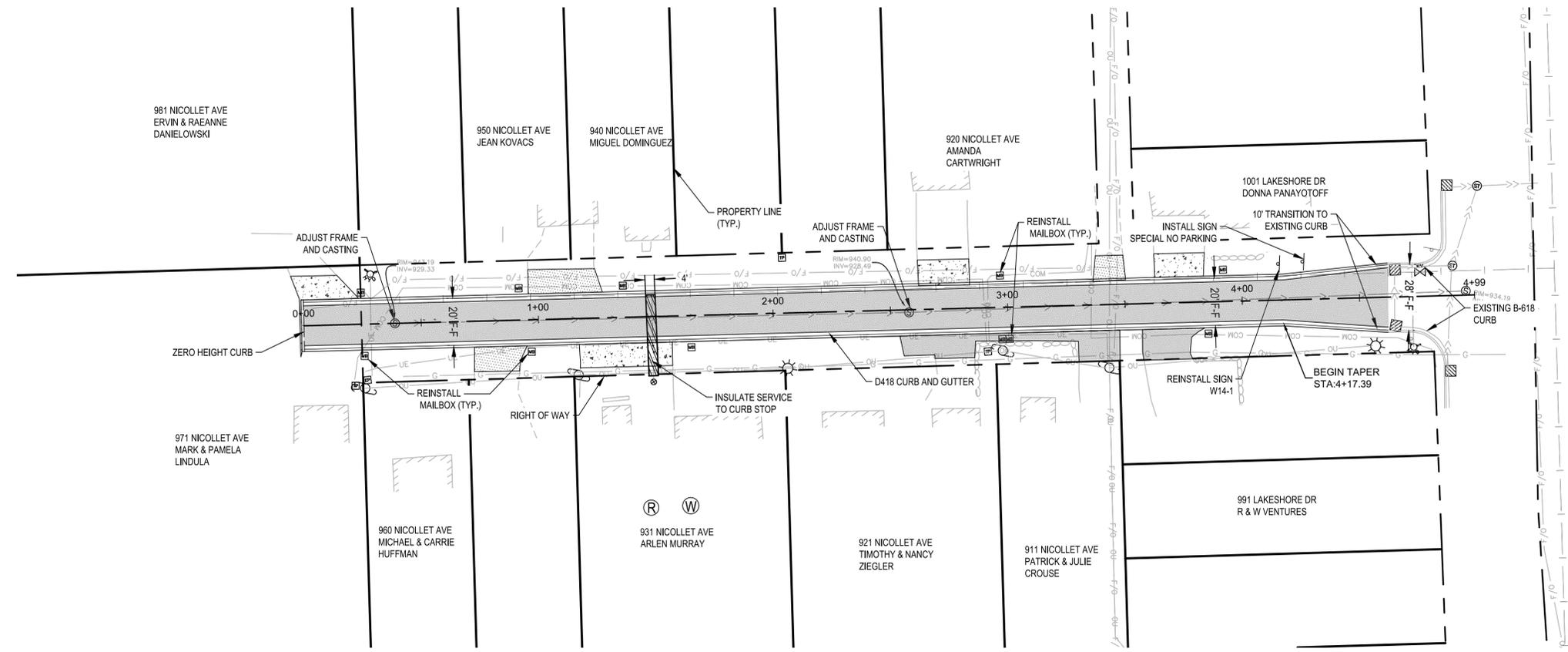
HENNEPIN AVENUE



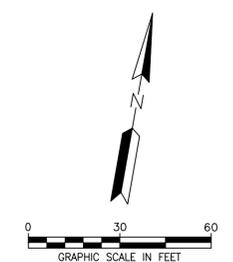
LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- CURB AND GUTTER
- ZERO HEIGHT CURB
- ROAD CENTERLINE
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- GRAVEL DRIVEWAY
- 4' WIDE SERVICE INSULATION

- NOTES:**
1. WATER SERVICES TO BE LOCATED PRIOR TO INSULATING SERVICES.
 2. MULTIPLE MAILBOXES SHOWN AT SINGLE LOCATION FOR EFFECT. CONTRACTOR TO REINSTALL IN THE SAME MANNER AND CONDITION THAN EXISTED.



NICOLLET AVENUE



1800 PIONEER CREEK CENTER
MAPLE PLAIN, MN 55559
PHONE: 763-479-4200
WWW.WENCK.COM

CLIENT:

CITY OF BIG LAKE
180 LAKE STREET NORTH
BIG LAKE, MN 55309
PHONE: 763-283-2107
WWW.BIGLAKEMN.ORG

2020 STREET IMPROVEMENTS
BIG LAKE, MINNESOTA

PROJECT TITLE:	2020 STREET IMPROVEMENTS BIG LAKE, MINNESOTA		
ISSUE NO.:	0		
DESCRIPTION:	FOR CITY COUNCIL		
DATE:	02/19/2020		

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

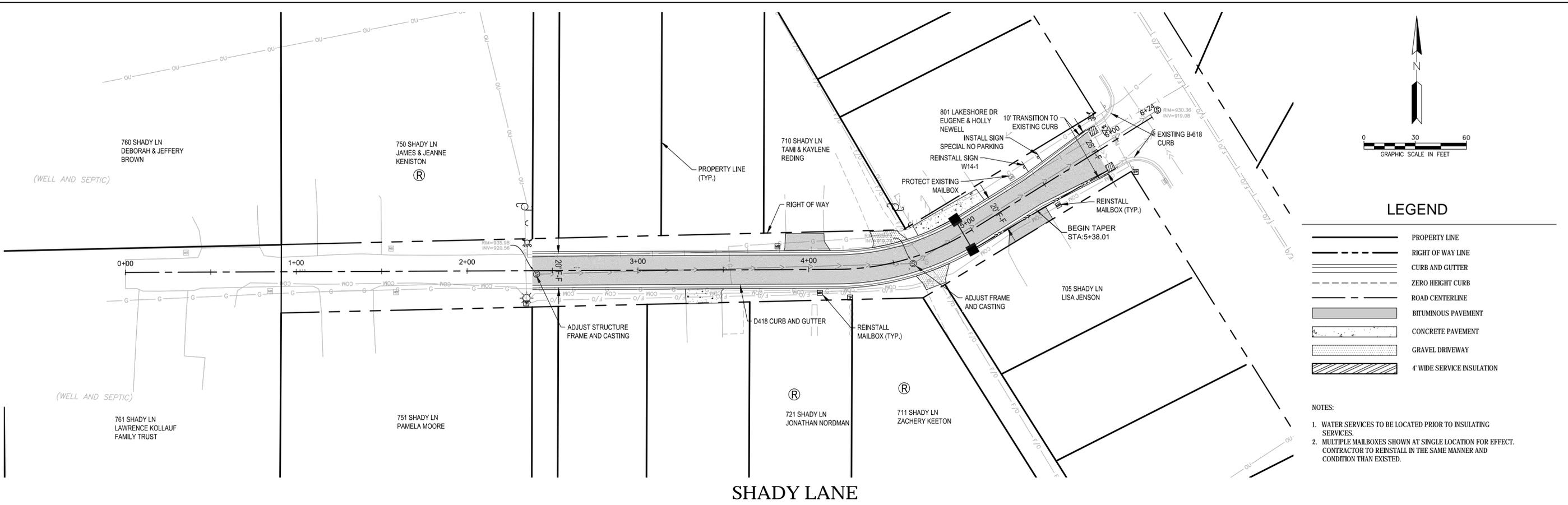
Steven Hegland
STEVEN HEGLAND
LICENSE NO.: 52243
DATE: 2/19/20

PROJECT NO.:	0362-0006
DWN BY:	MLH
CHKD BY:	CJM
APP'D BY:	SKH
ISSUE DATE:	DATE
ISSUE NO.:	0

SHEET TITLE:
**SITE PLAN HENNEPIN
AVE & NICOLLET AVE**

SHEET NO.:
C-301

2/19/2020 2:55:05 PM

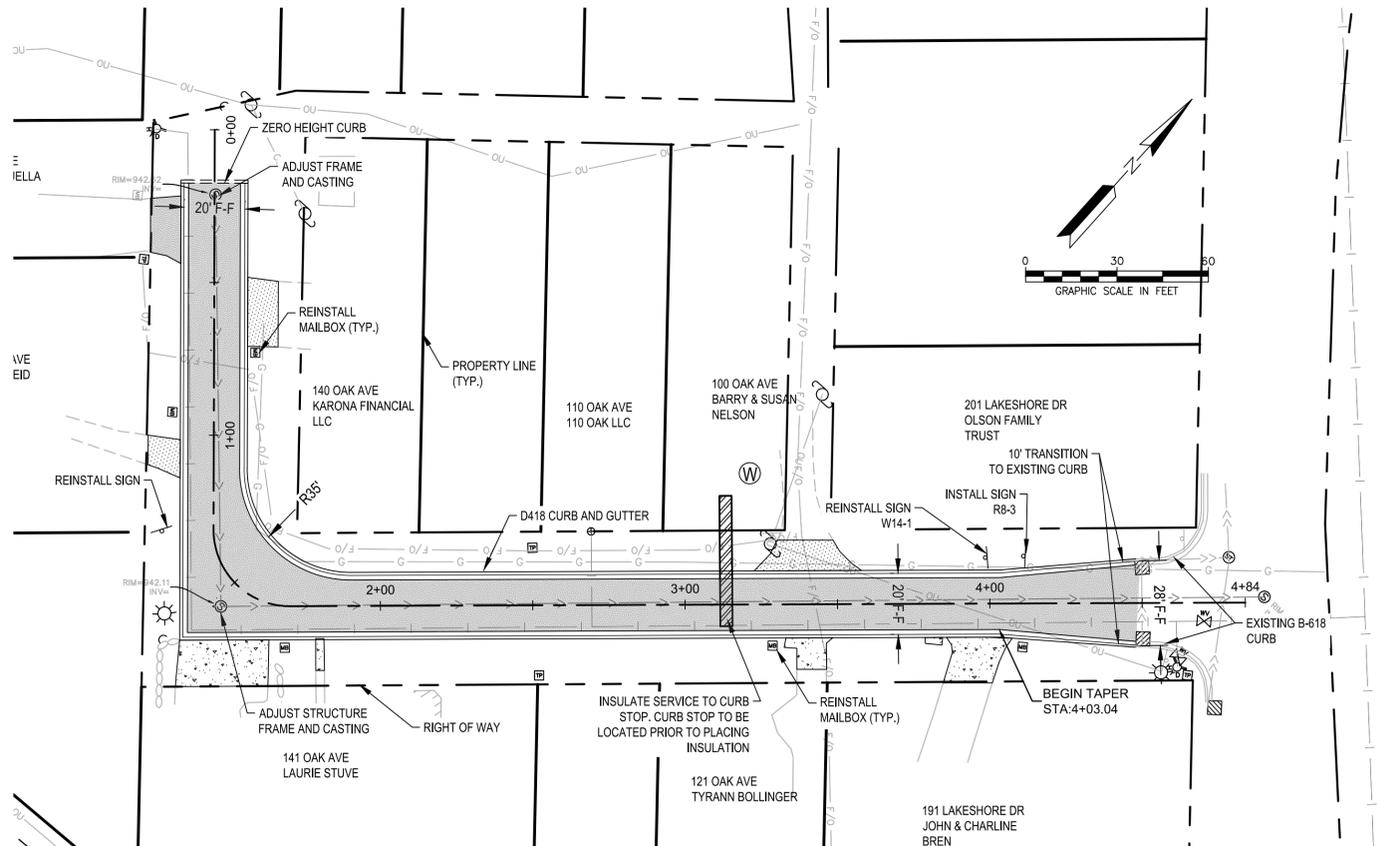
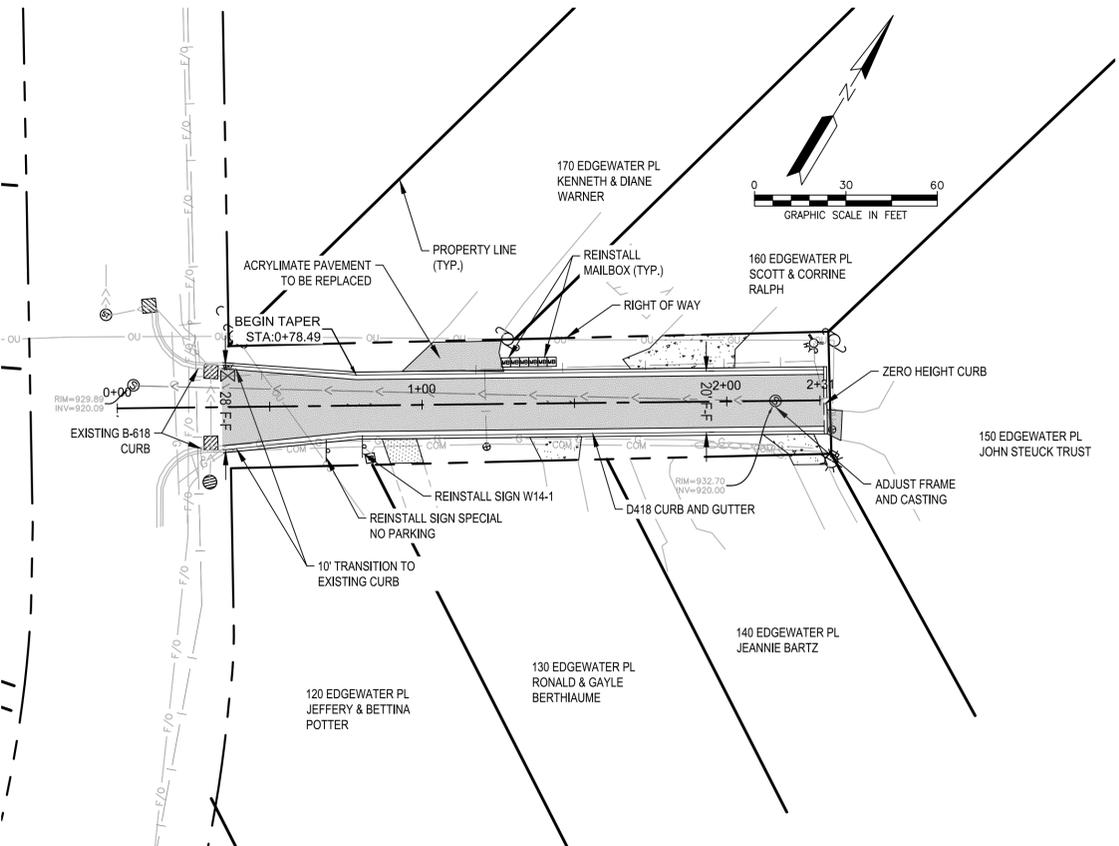


1800 PIONEER CREEK CENTER
MAPLE PLAIN, MN 55559
PHONE: 763-479-4200
WWW.WENCK.COM



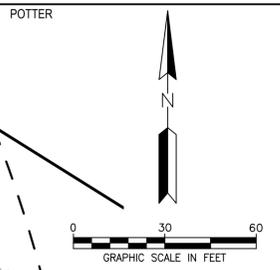
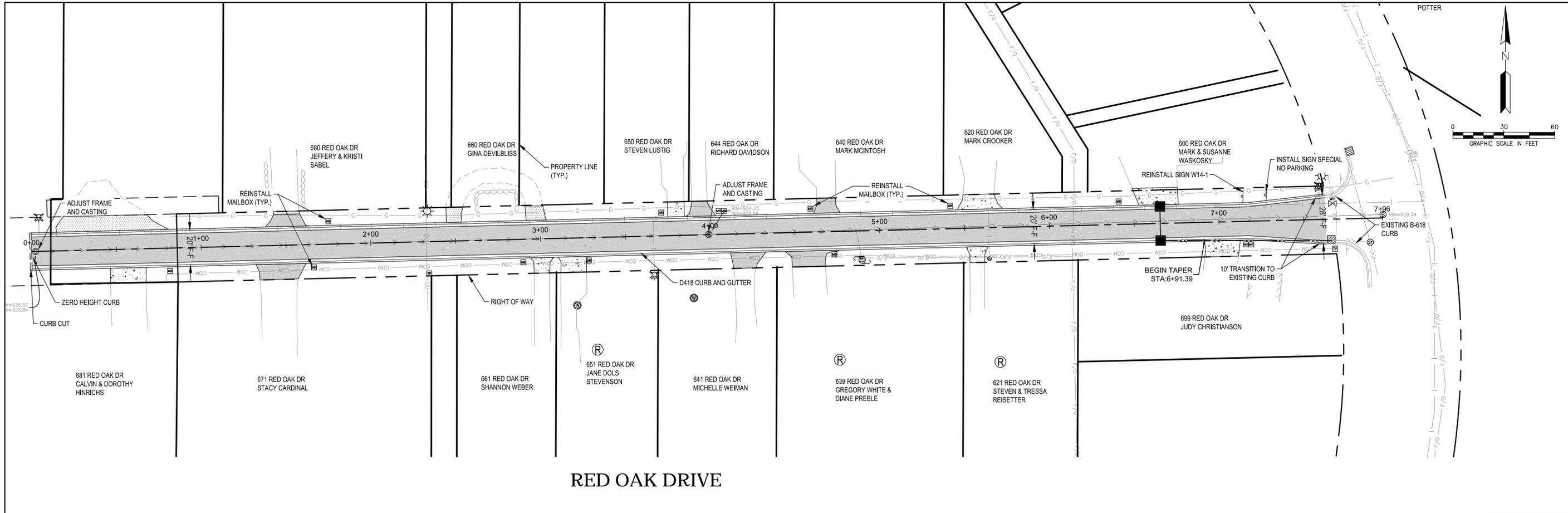
CITY OF BIG LAKE
180 LAKE STREET NORTH
BIG LAKE, MN 55309
PHONE: 763-283-2107
WWW.BIGLAKEMN.ORG

2020 STREET IMPROVEMENTS
BIG LAKE, MINNESOTA



M:\0362 Big Lake\006 2020 Street Improvements\DESIGN\CAD\3 PLANSHEET\SC-300 SITE PAVING PLAN.dwg

PROJECT TITLE:	2020 STREET IMPROVEMENTS BIG LAKE, MINNESOTA		
ISSUE NO.:	0		
DESCRIPTION:	FOR CITY COUNCIL		
DATE:	02/19/2020		
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	<i>Steven Hegland</i>		
	STEVEN HEGLAND		
	LICENSE NO.: 52243		
	DATE: 2/19/20		
PROJECT NO.:	0362-0006		
DWN BY:	MLH	CHKD BY:	CJM
ISSUE DATE:		DATE:	
ISSUE NO.:	0		
SHEET TITLE:	SITE PLAN SHADY LN EDGEWATER PLE OAK AVE & STREET		
SHEET NO.:	C-302		

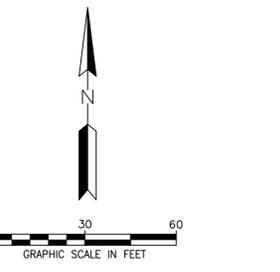
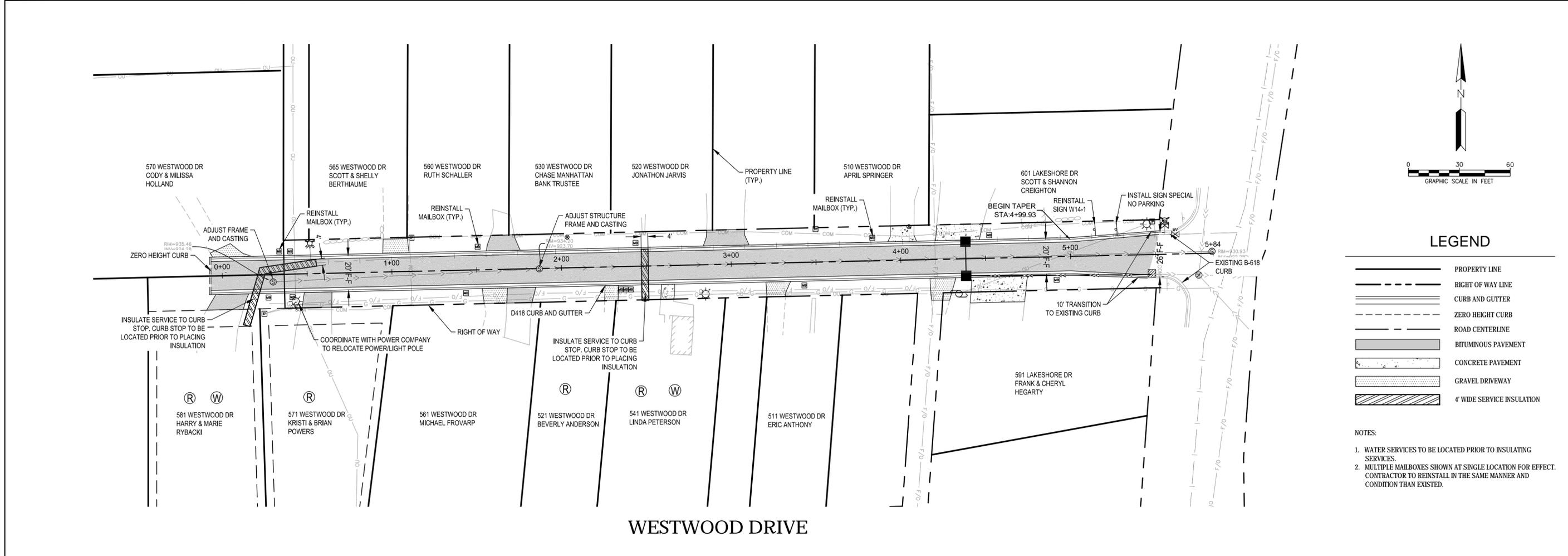


1800 PIONEER CREEK CENTER
 MAPLE PLAIN, MN 55559
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 WWW.WENCK.COM

CLIENT:

CITY OF BIG LAKE
 180 LAKE STREET NORTH
 BIG LAKE, MN 55309
 PHONE: 763-283-2107
 WWW.BIGLAKEMN.ORG

PROJECT TITLE:
**2020 STREET IMPROVEMENTS
 BIG LAKE, MINNESOTA**



LEGEND

- PROPERTY LINE
- - - RIGHT OF WAY LINE
- CURB AND GUTTER
- - - ZERO HEIGHT CURB
- - - ROAD CENTERLINE
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- GRAVEL DRIVEWAY
- 4' WIDE SERVICE INSULATION

- NOTES:
- WATER SERVICES TO BE LOCATED PRIOR TO INSULATING SERVICES
 - MULTIPLE MAILBOXES SHOWN AT SINGLE LOCATION FOR EFFECT. CONTRACTOR TO REINSTALL IN THE SAME MANNER AND CONDITION THAN EXISTED.

ISSUE NO.:	0
DESCRIPTION:	FOR CITY COUNCIL
DATE:	02/19/20

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STEVEN HEGLAND
 LICENSE NO.: 52243
 DATE: 2/19/20

PROJECT NO.:	0362-0006				
DWN BY:	MLH	CHKD BY:	CJM	APP'D BY:	SKH
ISSUE DATE:	DATE				
ISSUE NO.:	0				
SHEET TITLE:	SITE PLAN RED OAK DR & WESTWOOD DR				
SHEET NO.:	C-303				

CLIENT:



CITY OF BIG LAKE
180 LAKE STREET NORTH
BIG LAKE, MN 55309
PHONE: 763-283-2107
WWW.BIGLAKEMN.ORG

2020 STREET IMPROVEMENTS
BIG LAKE, MINNESOTA

PROJECT TITLE:

ISSUE NO.:

0

DESCRIPTION:

FOR CITY COUNCIL

DATE:

02/19/2020

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Steven Hegland

STEVEN HEGLAND

LICENSE NO. : 52243

DATE: 2/19/20

PROJECT NO. : 0362-0006

DWN BY: MLH

CHKD BY: CJM

APP'D BY: SKH

ISSUE DATE: DATE

ISSUE NO. : 0

SHEET TITLE:

SITE PLAN HIGHLAND

AVE & LAKE AVE

SHEET NO.:

C-304

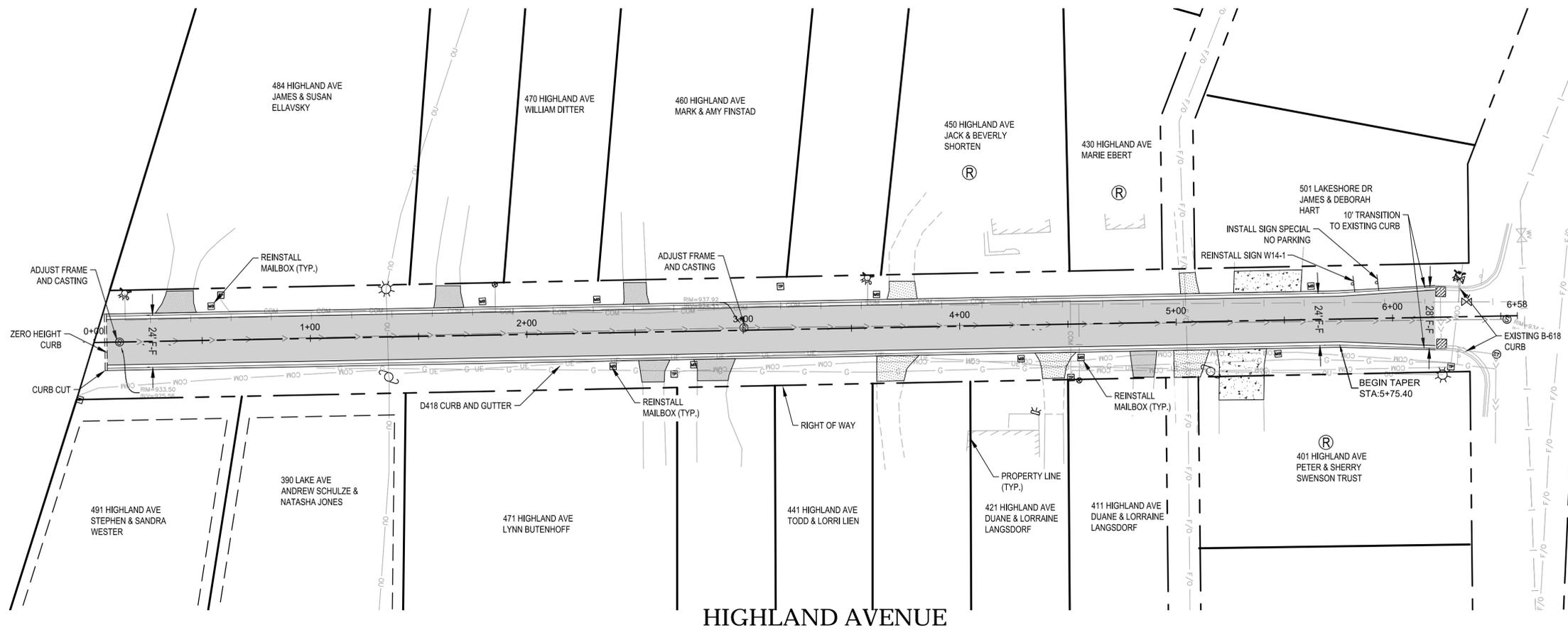


LEGEND

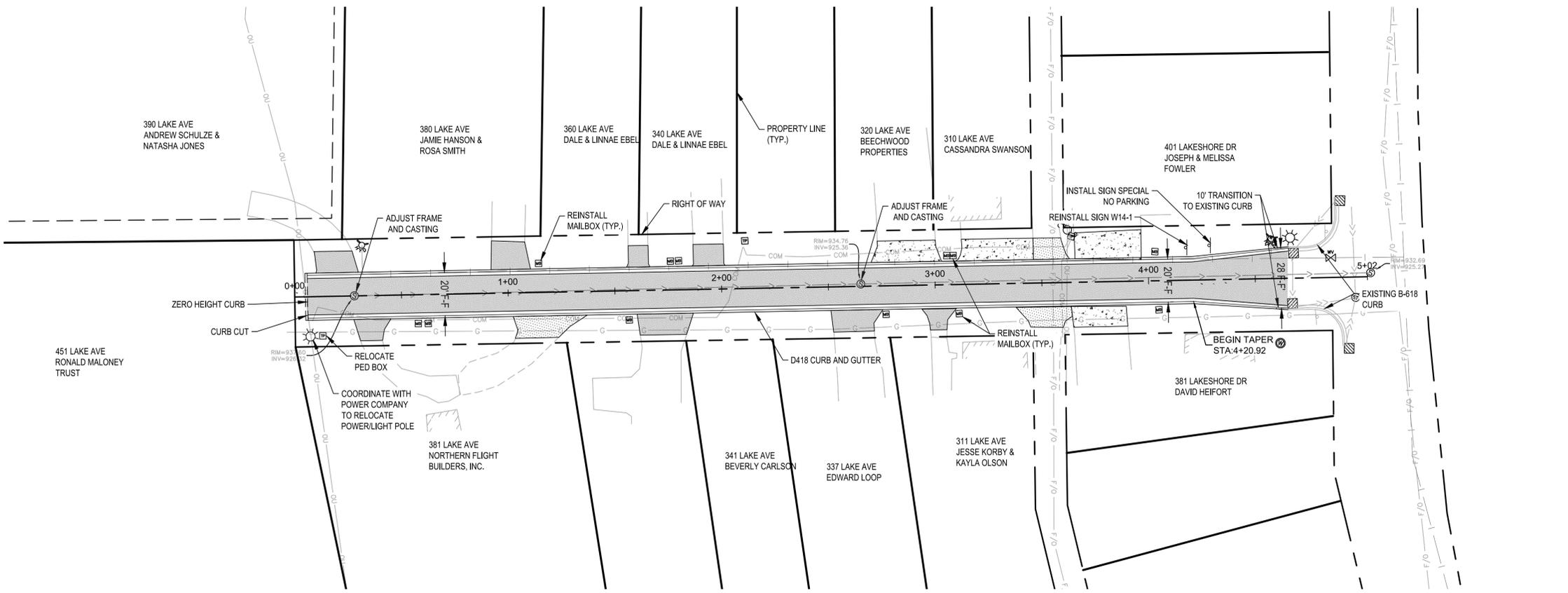
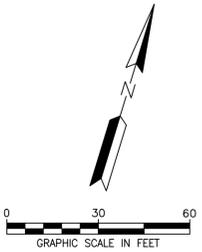
- PROPERTY LINE
- RIGHT OF WAY LINE
- CURB AND GUTTER
- ZERO HEIGHT CURB
- ROAD CENTERLINE
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- GRAVEL DRIVEWAY
- 4' WIDE SERVICE INSULATION

NOTES:

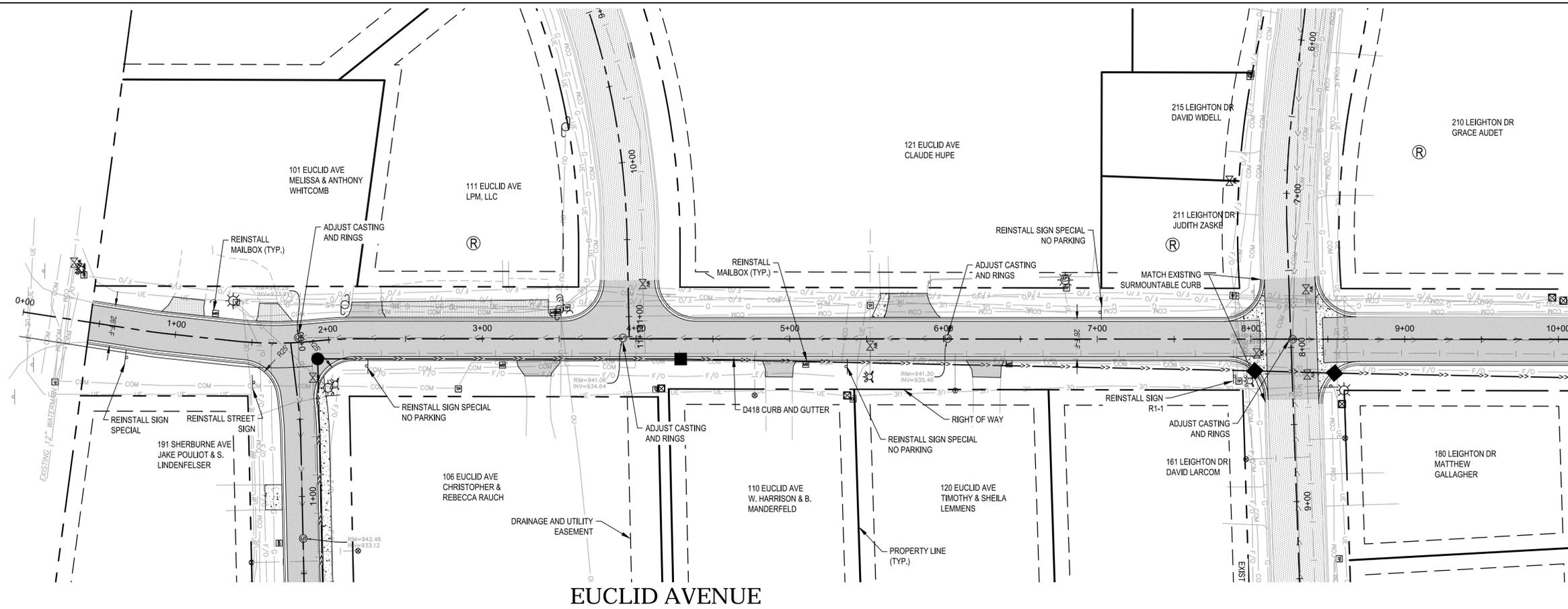
1. WATER SERVICES TO BE LOCATED PRIOR TO INSULATING SERVICES.
2. MULTIPLE MAILBOXES SHOWN AT SINGLE LOCATION FOR EFFECT. CONTRACTOR TO REINSTALL IN THE SAME MANNER AND CONDITION THAN EXISTED.



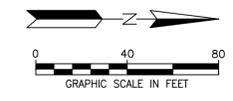
HIGHLAND AVENUE



LAKE AVENUE



EUCLID AVENUE



LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- CURB AND GUTTER
- ZERO HEIGHT CURB
- ROAD CENTERLINE
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- GRAVEL DRIVEWAY
- 4' WIDE SERVICE INSULATION

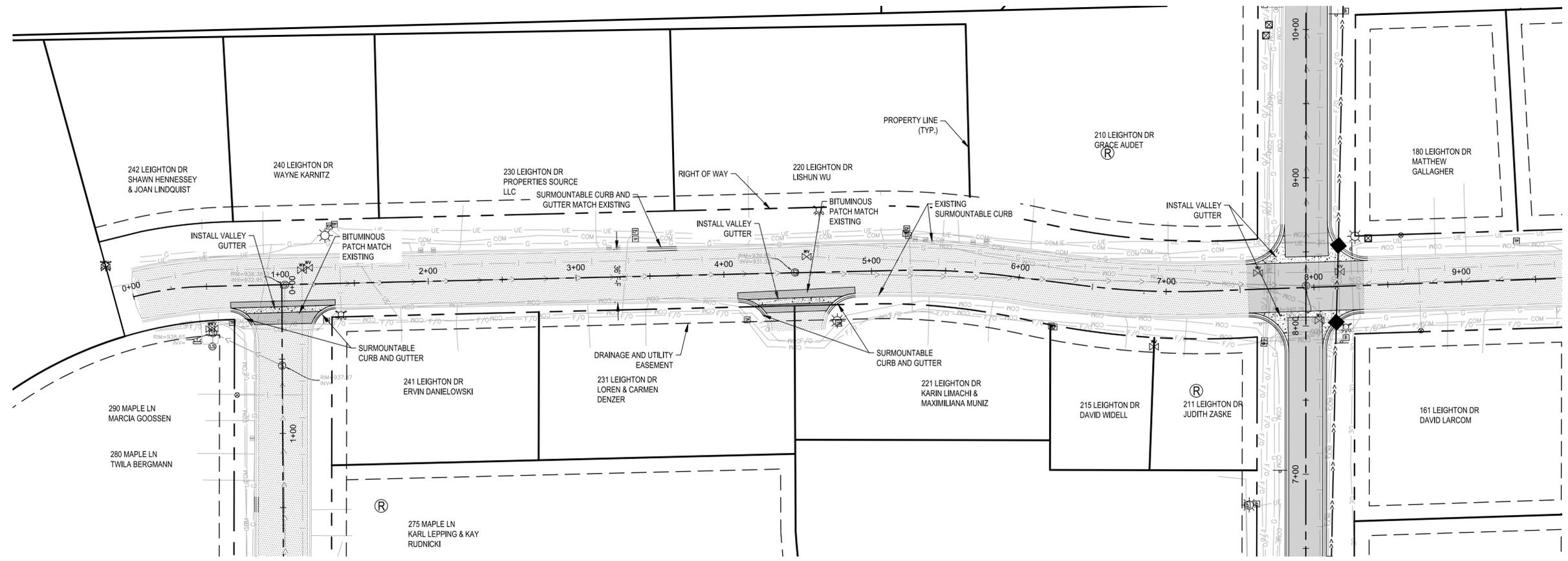
- NOTES:
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1800 PIONEER CREEK CENTER
MAPLE PLAIN, MN 55359
PHONE: 763-479-4200
WWW.WENCK.COM

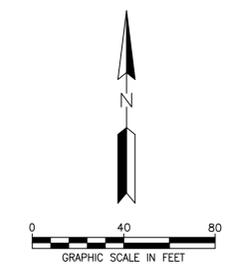
CLIENT:

CITY OF BIG LAKE
180 LAKE STREET NORTH
BIG LAKE, MN 55309
PHONE: 763-283-2107
WWW.BIGLAKEMN.ORG

PROJECT TITLE:
**2020 STREET IMPROVEMENTS
BIG LAKE, MINNESOTA**



LEIGHTON DRIVE



ISSUE NO.:	0
DESCRIPTION:	FOR CITY COUNCIL
DATE:	02/19/2020

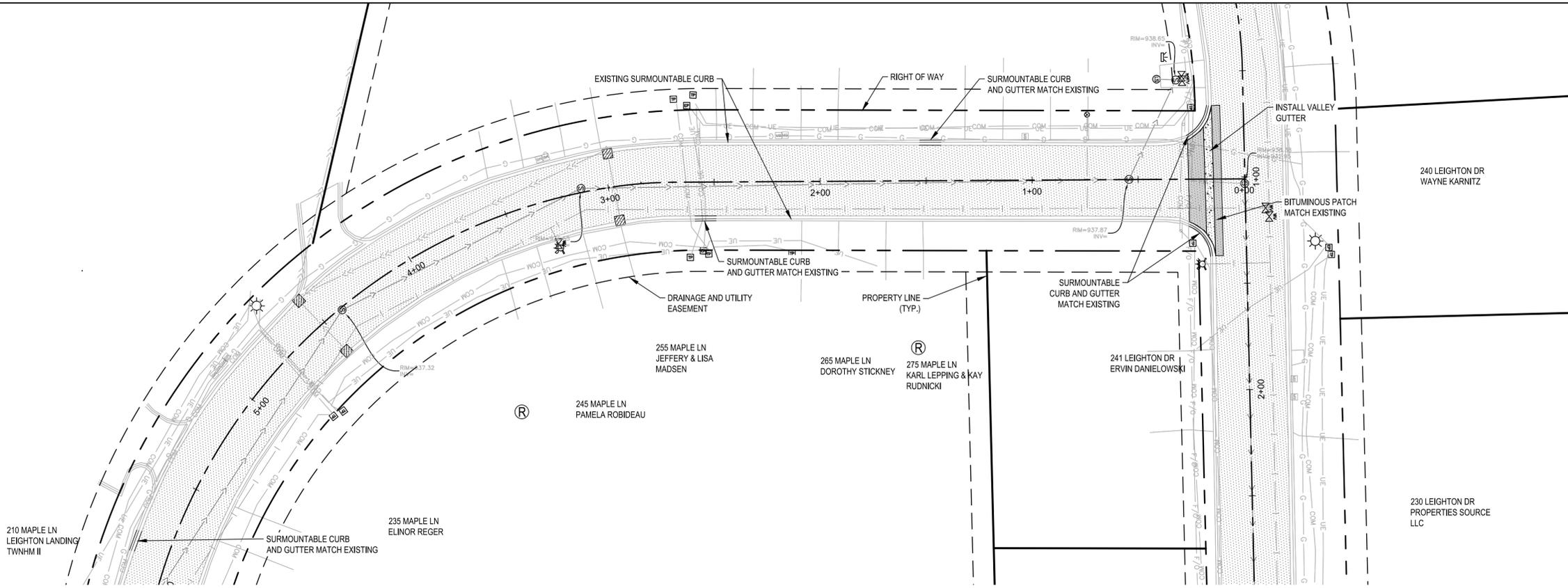
CERTIFICATION:
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Steven Hegland
STEVEN HEGLAND
LICENSE NO.: 52243
DATE: 2/19/20

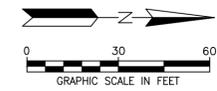
PROJECT NO.: 0362-0006
DWN BY: MLH CHKD BY: CJM APP'D BY: SKH
ISSUE DATE: DATE
ISSUE NO.: 0

SHEET TITLE:
SITE PLAN EUCLID AVE & LEIGHTON DR

SHEET NO.:
C-306



MAPLE LANE



LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- CURB AND GUTTER
- ZERO HEIGHT CURB
- ROAD CENTERLINE
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- GRAVEL DRIVEWAY
- 4' WIDE SERVICE INSULATION

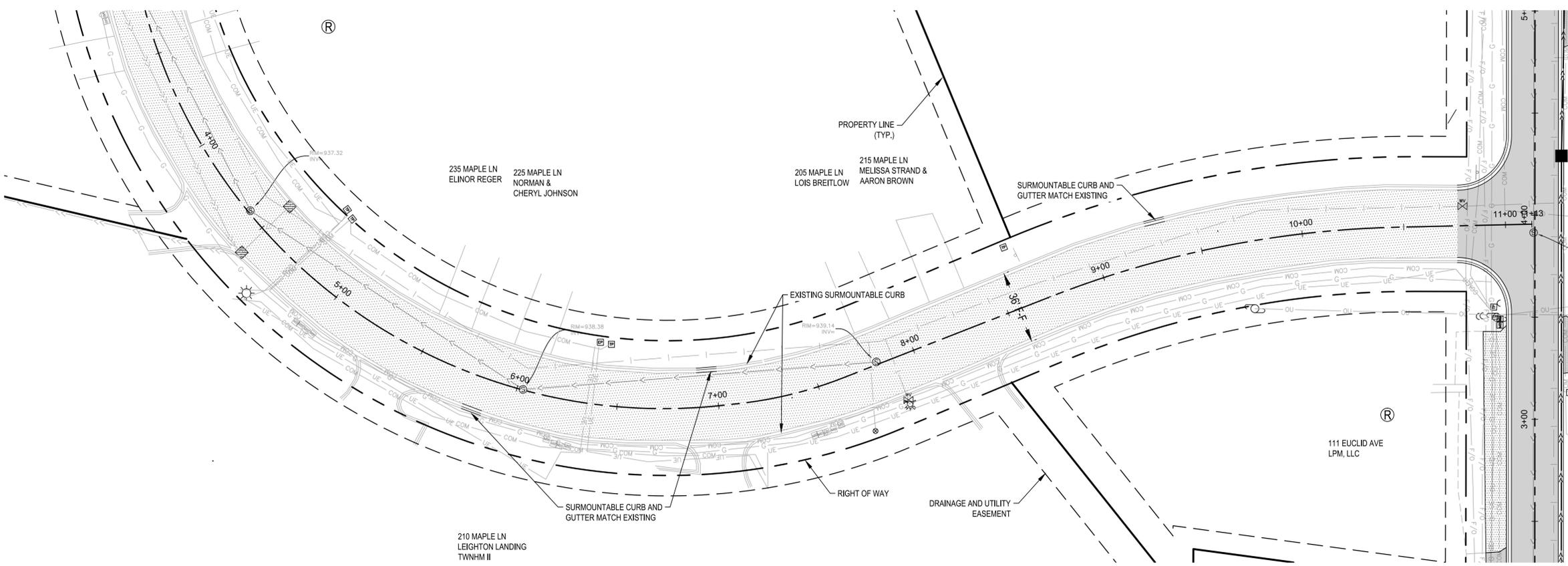
- NOTES:
1. WATER SERVICES TO BE LOCATED PRIOR TO INSULATING SERVICES.
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1800 PIONEER CREEK CENTER
MAPLE PLAIN, MN 55559
PHONE: 763-479-4200
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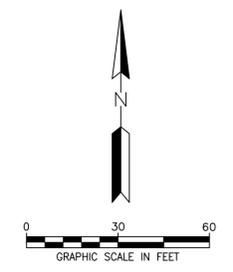
CLIENT:

CITY OF BIG LAKE
180 LAKE STREET NORTH
BIG LAKE, MN 55309
PHONE: 763-283-2107
WWW.BIGLAKEMN.ORG

2020 STREET IMPROVEMENTS
BIG LAKE, MINNESOTA



MAPLE LANE



PROJECT TITLE:	2020 STREET IMPROVEMENTS BIG LAKE, MINNESOTA		
ISSUE NO.:	0	FOR CITY COUNCIL	
DATE:	02/19/2020		

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Steven Hegland
STEVEN HEGLAND
LICENSE NO.: 52243
DATE: 2/19/20

PROJECT NO.: 0362-0006

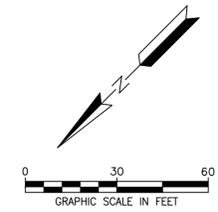
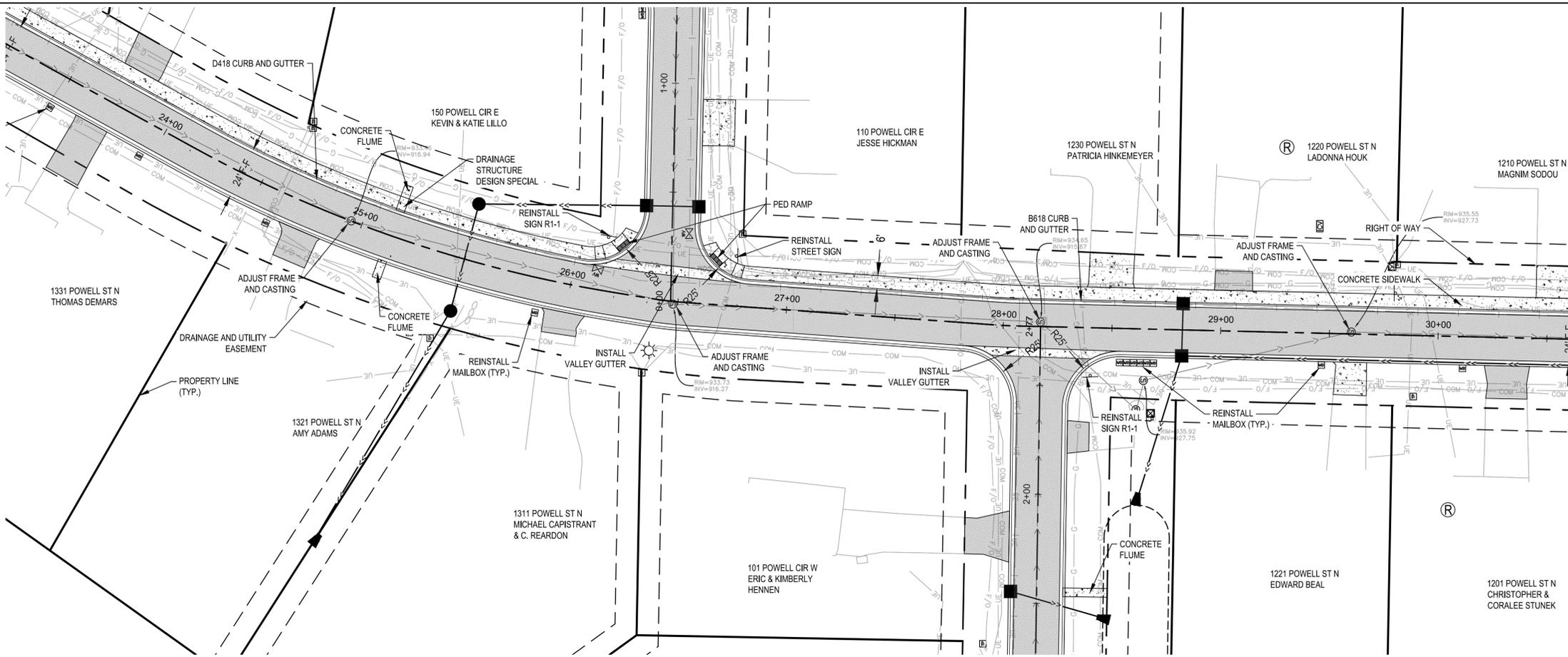
DWN BY:	CHKD BY:	APP'D BY:
MLH	CJM	SKH

ISSUE DATE: DATE

ISSUE NO.: 0

SHEET TITLE:
SITE PLAN MAPLE LN

SHEET NO.:
C-308



LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- CURB AND GUTTER
- ZERO HEIGHT CURB
- ROAD CENTERLINE
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- GRAVEL DRIVEWAY
- 4' WIDE SERVICE INSULATION

- NOTES:
1. WATER SERVICES TO BE LOCATED PRIOR TO INSULATING SERVICES.
 2. MULTIPLE MAILBOXES SHOWN AT SINGLE LOCATION FOR EFFECT. CONTRACTOR TO REINSTALL IN THE SAME MANNER AND CONDITION THAN EXISTED.

1800 PIONEER CREEK CENTER
MAPLE PLAIN, MN 55559
PHONE: 763-479-4200
WWW.WENCK.COM

CLIENT:

CITY OF BIG LAKE
180 LAKE STREET NORTH
BIG LAKE, MN 55309
PHONE: 763-283-2107
WWW.BIGLAKEMN.ORG

PROJECT TITLE:
**2020 STREET IMPROVEMENTS
BIG LAKE, MINNESOTA**

ISSUE NO.:	0
DATE:	02/19/20
DESCRIPTION:	FOR CITY COUNCIL

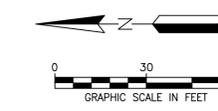
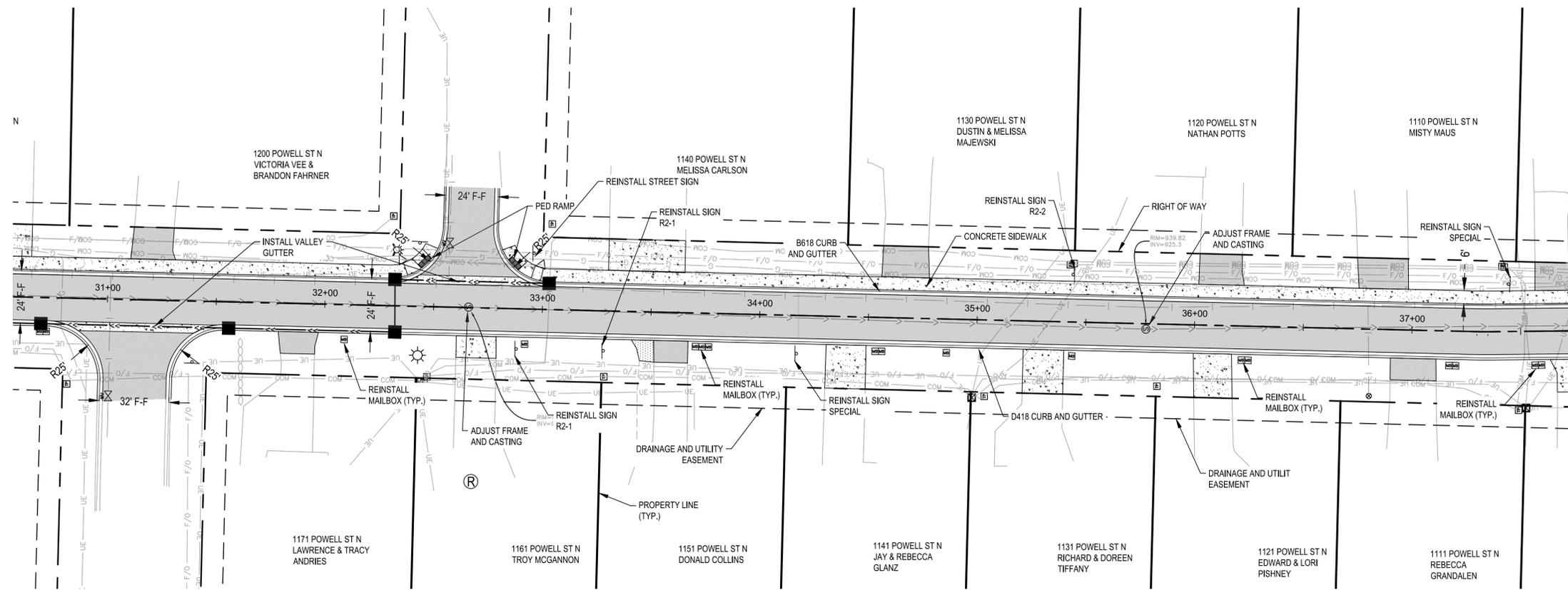
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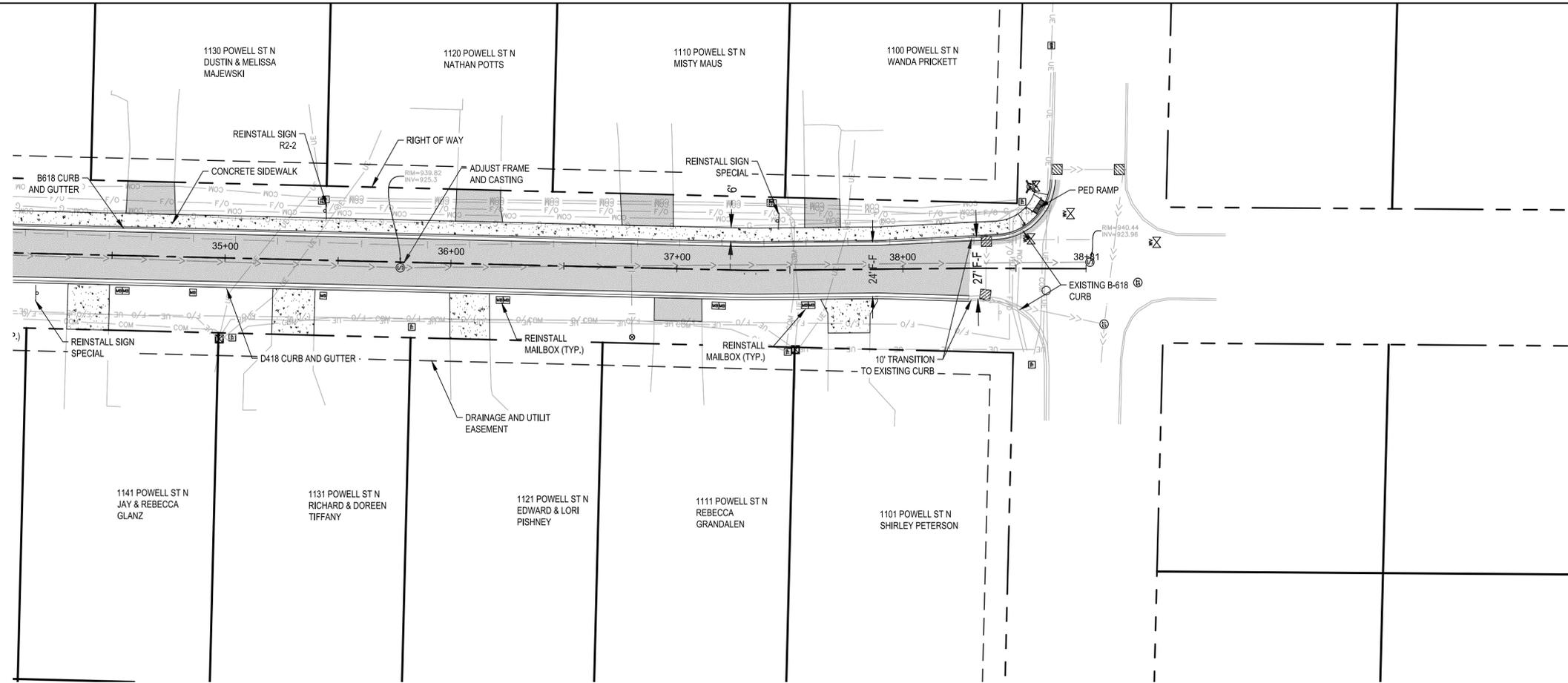
STEVEN HEGLAND
LICENSE NO.: 52243
DATE: 2/19/20

PROJECT NO.: 0362-0006
DWN BY: MLH CHKD BY: CJM APP'D BY: SKH
ISSUE DATE: DATE
ISSUE NO.: 0

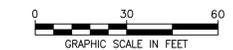
SHEET TITLE:
SITE PLAN POWELL ST N

SHEET NO.:
C-312





POWELL ST N



LEGEND

- PROPERTY LINE
- - - RIGHT OF WAY LINE
- ==== CURB AND GUTTER
- - - ZERO HEIGHT CURB
- ROAD CENTERLINE
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- ▨ GRAVEL DRIVEWAY
- ▩ 4' WIDE SERVICE INSULATION

- NOTES:
1. WATER SERVICES TO BE LOCATED PRIOR TO INSULATING SERVICES.
 2. MULTIPLE MAILBOXES SHOWN AT SINGLE LOCATION FOR EFFECT. CONTRACTOR TO REINSTALL IN THE SAME MANNER AND CONDITION THAN EXISTED.



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CITY OF BIG LAKE
180 LAKE STREET NORTH
BIG LAKE, MN 55309
PHONE: 763-283-2107
WWW.BIGLAKEMN.ORG

PROJECT TITLE:
2020 STREET IMPROVEMENTS
 BIG LAKE, MINNESOTA

ISSUE NO.:	0
DESCRIPTION:	FOR CITY COUNCIL
DATE:	02/19/2020

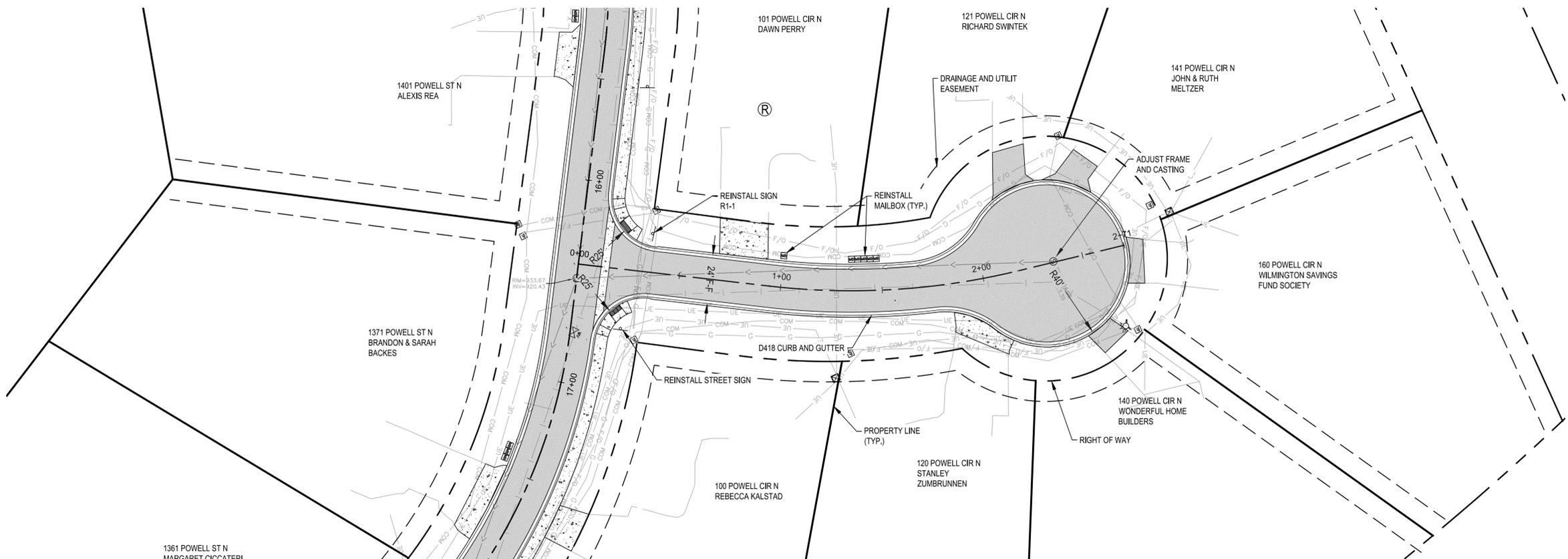
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STEVEN HEGLAND
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 DATE: 2/19/20

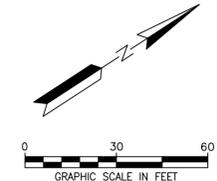
PROJECT NO.: 0362-0006
 DWN BY: MLH CHKD BY: CJM APP'D BY: SKH
 ISSUE DATE: DATE
 ISSUE NO.: 0

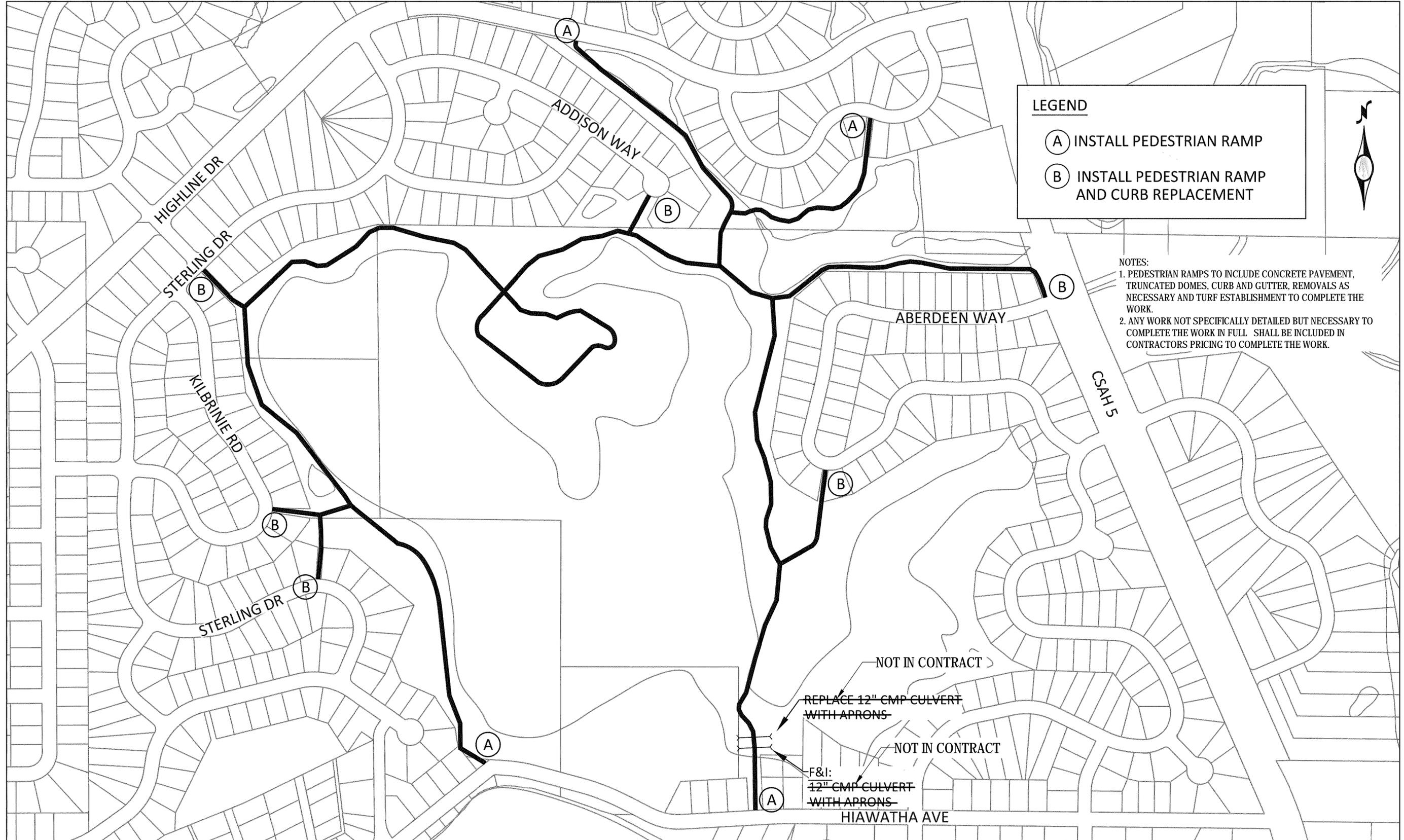
SHEET TITLE:
SITE PLAN POWELL ST N & POWELL CIR N

SHEET NO.: **C-313**



POWELL CIRCLE N





LEGEND

- (A) INSTALL PEDESTRIAN RAMP
- (B) INSTALL PEDESTRIAN RAMP AND CURB REPLACEMENT

NOTES:

1. PEDESTRIAN RAMPS TO INCLUDE CONCRETE PAVEMENT, TRUNCATED DOMES, CURB AND GUTTER, REMOVALS AS NECESSARY AND TURF ESTABLISHMENT TO COMPLETE THE WORK.
2. ANY WORK NOT SPECIFICALLY DETAILED BUT NECESSARY TO COMPLETE THE WORK IN FULL SHALL BE INCLUDED IN CONTRACTORS PRICING TO COMPLETE THE WORK.

NOT IN CONTRACT

REPLACE 12" CMP CULVERT WITH APRONS

NOT IN CONTRACT

F&I: 12" CMP CULVERT WITH APRONS

HIAWATHA AVE



1800 PIONEER CREEK CENTER
 MAPLE PLAIN, MN 55359
 PHONE: 763-479-4200
 WWW.WENCK.COM

CLIENT:



CITY OF BIG LAKE
 180 LAKE STREET NORTH
 BIG LAKE, MN 55309
 PHONE: 763-263-2107
 WWW.BIGLAKEMN.ORG

2020 STREET IMPROVEMENTS
 BIG LAKE, MINNESOTA

PROJECT TITLE:

ISSUE NO.:

0

DESCRIPTION:

FOR CITY COUNCIL

DATE:

02/19/2020

CERTIFICATION:

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Steven Hegland

STEVEN HEGLAND

LICENSE NO.: 52243

DATE: 2/19/20

PROJECT NO.: 0362-0006

DWN BY: MLH

CHKD BY: CJM

APPD BY: SKH

ISSUE DATE: DATE

ISSUE NO.: 0

SHEET TITLE:

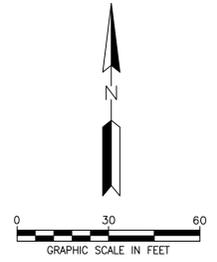
McDOWALL PARK

TRAIL

REHABILITATION

SHEET NO.:

C-316



LEDGEND

- REMOVE BITUMINOUS PAVEMENT
- RECLAIM BITUMINOUS PAVEMENT
- REMOVE CURB AND GUTTER
- APPROXIMATE LOCATION OF EXISTING STORM SEWER
- APPROXIMATE LOCATION OF EXISTING WATERMAIN

- NOTES:**
- CONTRACTOR IS RESPONSIBLE TO VERIFY LOCATION OF EXISTING WATERMAIN, CURB STOPS, AND STORM SEWER.
 - NO SMALL UTILITIES ARE SHOWN ON THIS PLAN. CONTRACTOR RESPONSIBLE TO CONTACT GOPHER STATE ONE CALL PRIOR TO ANY CONSTRUCTION.

1800 PIONEER CREEK CENTER
MAPLE PLAIN, MN 55359
PHONE: 763-479-4200
WWW.WENCK.COM

CLIENT:

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180 LAKE STREET NORTH
BIG LAKE, MN 55309
PHONE: 763-263-2107
WWW.BIGLAKEMN.ORG

2020 STREET IMPROVEMENTS
 BIG LAKE, MINNESOTA

PROJECT TITLE:	2020 STREET IMPROVEMENTS	
ISSUE NO.:	0	
DESCRIPTION:	FOR CITY COUNCIL	
DATE:	02/19/2020	

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Steven Hegland
 STEVEN HEGLAND
 LICENSE NO.: 52243
 DATE: 2/19/20

PROJECT NO.:	0362-0006
DWN BY:	MLH
CHKD BY:	CJM
APPD BY:	SKH
ISSUE DATE:	DATE
ISSUE NO.:	0
SHEET TITLE:	MOUNT CURVE SERVICE INSULATIONS
SHEET NO.:	C-320

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, February 26, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member ____ and seconded by Council Member _____.

**CITY OF BIG LAKE
RESOLUTION NO. 2020-XX**

**RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND
AUTHORIZING ADVERTISEMENT FOR BIDS FOR 2020 STREET AND UTILITY
IMPROVEMENT PROJECT NO. ST2020-1**

WHEREAS, it is proposed to improve various streets within the City of Big Lake and to assess the benefitted property for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429; and

WHEREAS, Resolution No. 2019-57 directed the City Engineer to study proposed improvements and that he is instructed to report to the Council with all convenient speed advising the council in a preliminary was as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended; and

WHEREAS, Resolution No. 2019-86 of the Council was adopted November 13, 2019, received the Preliminary Engineering Report and called for a Public Hearing to consider improvements for the following; and

WHEREAS, after due Notice of Public Hearing on the construction of 2020 Street and Utility Project No. ST2020-1 for the City of Big Lake, Minnesota, hearing on said improvements was duly held and the City Council heard all persons desiring to be heard on the matter and fully considered the same; and

WHEREAS, Resolution 2019-91 directed the preparations of final plans and specifications for this project; and

WHEREAS, the final plans and specifications for 2020 Street and Utility Project No. ST2020-1 and such plans and specifications have been presented to this Council for approval.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Big Lake, Minnesota, that:

1. Said improvements are necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such plans and specifications for said improvements are hereby approved contingent on MnDOT approval and ordered placed on file in the office of the City Clerk.
3. The City Engineer is hereby authorized and directed to to advertise for said improvements in the official City of Big Lake newspaper and in a recognized industry trade journal meeting Minnesota Statute Chapter 429. After MnDOT authorization, the advertisement publication must be made no less than three weeks before the last day for submission of bids and shall specify the work to be completed and will state the bids will be opened and considered in the Council Chambers of the City of Big Lake and that no bids will be considered unless sealed and filed with the City and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of Big Lake for 5% of the amount of such bid.

Adopted by the Big Lake City Council this 26th day of February, 2020.

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor: _____.
The following Council Members voted against or abstained: None.

Whereupon the motion was duly passed and executed.

STATE OF MINNESOTA)
)SS.
COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this ____ day of February, 2020 by the Mayor and City Clerk of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Sara S.W. Roman, AICP, Consultant Planner</i>	Meeting Date: 2/26/2020	Item No. 7B
Item Description: <i>Code Amendment to Amend the Provisions for Commercial Vehicle Sales, leasing (trucks and buses only) as a conditional accessory use & for a Conditional Use Permit and Site Plan Application at 16676 197th Ave NW (PID 65-557-0105)</i>	Reviewed By: <i>Hanna Klimmek, EDFP, Community Development Director</i> Reviewed By: <i>Clay Wilfahrt, City Administrator</i>	

60-DAY REVIEW DEADLINE: March 06, 2020
120-DAY REVIEW DEADLINE: May 05, 2020

ACTION REQUESTED

The City Council is asked to make a motion approving or denying the following for the Vision Bus Development Application located at 16676 197th Avenue NW:

- An **ORDINANCE** amending Section 1061 (I-2 General Business District) to amend the provisions for Commercial Vehicle Sales as a Conditional Accessory Use, and approve a Summary Publication **RESOLUTION**.
- A **RESOLUTION** approving a Conditional Use Permit to allow bus sales.
- Approving the Draft Stormwater Maintenance Agreement contingent upon the City Engineer and City Attorney finalizing the Agreement prior to signature.

PLANNING COMMISSION REVIEW

Planning Commission reviewed the application at their meeting on February 5, 2020. Other than the applicant, there was no one present to speak at the public hearing. One comment was received via e-mail prior to the public hearing that was not in support of the proposal. The Planning Commission did not recommend any specific changes to the CUP/Site Plan or Ordinance Amendment as proposed and unanimously recommended approval of both items.

BACKGROUND/DISCUSSION

APPLICATION:

The applicant, Vision Enterprises/United Bus Sales, has submitted a development application requesting a Code Amendment and a Conditional Use Permit and Site Plan review for their existing transportation facility at 16676 197th Ave NW. This property currently houses the Applicant’s business offices, repair shop, fuel station, bus garages and a small amount of bus sales. The Applicant would like to utilize a greater portion of

the property for displaying and selling buses. In order to do so, the applicant would expand their existing paved parking area to accommodate 35 additional parking spaces for buses.

BACKGROUND:

Prior Approvals

In 2007, Vision Bus was granted a Conditional Use Permit to store sixteen buses on site. The City Code no longer allows CUP's for outside storage, so this use is "grandfathered." Until 2017, the sale of any type of vehicle was not an allowable use in the I-2 General Industrial Zoning District. In that year, the same applicant, Vision Transportation and United Bus Sales, petitioned the City of Big Lake to amend the zoning code to allow this type of use in the I-2 district. The Joint Planning Board held a public hearing for the proposed ordinance amendment on November 1, 2017. They motioned to recommend that the City Council approve an amendment to the City's zoning code that would allow the sale of commercial vehicles (buses and trucks only) as a conditional accessory use in the I-2 General Industrial Zoning District. The Board agreed with Staff that the industrial districts should not be used for car sales lots but that it would be appropriate to allow small quantities of commercial vehicles to be sold as an accessory use to an existing business. The Joint Planning Board felt that these types of sales would generate very little traffic since customers would not be performing frequent test drives and many transactions would take place online. The Joint Planning Board recommended approval of the ordinance amendment, and the applicant applied for a conditional use permit under the new code requirements. The Conditional Use Permit allowed the sale of 4 school-bus vehicles on the property. A public hearing for the Conditional Use Permit was held by the Joint Planning Board on December 13, 2017 and they recommended approval of the CUP contingent on the City Council approving the ordinance amendment. The City Council then approved the ordinance amending Chapter 10 of the Big Lake City Code to allow commercial vehicle sales as an accessory use with a conditional use permit in the I-2 General Industrial District and a Conditional Use Permit for bus sales as an accessory use at Vision Transportation and United Bus Sales.

CODE AMENDMENT:

The Applicant, Vision Enterprises/United Bus Sales, is seeking to expand bus sales at their existing location, and to expand their paved parking area to accommodate the additional bus sales. The current Ordinance only allows for Commercial Vehicle Sales, leasing (trucks and buses only) as a conditional use in the I-2 District. The ordinance limits bus sales to up to 30% of the floor area of the principal use. Using the calculation for floor area as defined by the Code, the applicant is allowed roughly 9,600 square feet of bus sales area. The proposed area to be used for bus sales by the applicant greatly exceeds what the ordinance currently allows so the project is ineligible for a CUP amendment. City staff recommended that the applicant apply for a Code Amendment rather than a Variance, because there is no "practical difficulty" in this case.

Existing Code Regarding Commercial Vehicle Sales in the I-2 District

This excerpt from the Big Lake zoning code states the City's existing policy for commercial vehicle sales in the I-2 District:

**SECTION 1060 – I-2, GENERAL INDUSTRIAL DISTRICT
1060:05: CONDITIONAL USES**

Subd. 8. Commercial Vehicle Sales, leasing (trucks and buses only) as a conditional accessory use.

1. Accessory use. The sale of commercial vehicles is an accessory use.
2. Area limit. Outside vehicle sales connected with the principal use is limited to thirty (30) percent of the gross floor area of the principal use.
3. Screened from Residential. Outside vehicle sales areas are fenced or screened from view of neighboring residential uses or an abutting “r” District in compliance with Section 1027 (Landscape, Screening, and Tree Preservation) of this ordinance.
4. Lighting Shielded. Lighting Shielded. All lighting shall be hooded and so directed that the light source shall not be visible from the public right-of-way or from neighboring residences and be in compliance with Section 1032 (Performance Standards) of this Ordinance.
5. Surfacing. Sales area is surfaced with asphalt or concrete to control dust, mud and to provide clean, and usable surface.
6. Required Plans. Required Plans. A detailed site plan conforming to the requirements of Section 1013 (Site Plans) of this Ordinance shall be submitted. Said site plan shall also illustrate the location of outdoor sales and storage areas.
7. Parking. In addition to the required parking for the principal use or activity, one (1) off-street parking stall for every one thousand (1,000) square feet of outdoor motor vehicle sales area shall be required. Areas used for outdoor sales shall be separated from the required off-street parking stalls. The required off-street parking shall not be used for outdoor sales or storage.

Proposed Ordinance Amendment

In order to allow Vision Enterprises/United Bus Sales bus to expand outside vehicle sales, as proposed, the provision limiting the area would need to be changed. Using the calculation for floor area as defined by the Code, the applicant is currently allowed roughly 9,600 square feet of bus sales area, and they are proposing roughly 30,750 square feet of bus sales in total (2,000 sf existing + 28,750 sf proposed). Staff recommends the following code amendment to accommodate the applicant’s request:

**SECTION 1060 – I-2, GENERAL INDUSTRIAL DISTRICT
1060:05: CONDITIONAL USES**

Subd. 8. Commercial Vehicle Sales, leasing (trucks and buses only) as a conditional accessory use.

2. Area limit. Outside vehicle sales connected with the principal use ~~is limited to thirty (30) percent~~ shall not exceed one hundred (100) percent of the total gross floor area of the principal use.

As proposed, the area of the site used for outside vehicle sales by the applicant will equal approximately 96% of the gross floor area of the principal use.

Staff Recommendation on Ordinance Amendment

Staff acknowledges that the request by Vision Enterprises/United Bus Sales is a large expansion of the existing area limit. However, staff feels comfortable granting this request, as any new applications for commercial vehicle sales would be required to seek a Conditional Use Permit, and the City is able to attach conditions to any approval as such. Staff believes that the Planning Commission should weigh the pros and cons of allowing the area limit expansion and reach a determination. Staff would be supportive of instead allowing a maximum number of commercial vehicles on site, or some other version of language if the Planning Commission is not comfortable extending the area limit to 100%. The Planning Commission essentially has three options regarding this proposal:

Option 1: Recommend approval of the ordinance amendment as written, or with proposed changes, to allow commercial vehicle sales with a Conditional Use Permit.

Option 2: Recommend denial of the ordinance amendment but direct Staff to draft an ordinance that would allow Vision Enterprises/United Bus Sales to expand commercial vehicle sales as proposed but regulate through a mechanism other than expanding the area limit. The conditional use permit application would be tabled.

Option 3: Recommend denial of the ordinance amendment and recommend keeping the area limit restriction at 30%. This would trigger a denial of the Conditional Use Permit application. The applicant would not be allowed to apply for another conditional use permit for a minimum of 1 year.

CONDITIONAL USE PERMIT AND SITE PLAN REVIEW

Interaction with Existing Conditional Use Permits

The Applicant already has a Conditional Use Permit that allows the outdoor storage of up to 16 school-buses. This Conditional Use Permit pre-dates the Interim Use Permit process to regulate outdoor storage in the City of Big Lake. Staff would note that the display of buses that are being offered for sale would not be considered open outdoor storage. The Zoning Code defines this type of display separately as an “Open Sales Lot” which is any open land used or occupied for the purpose of buying, selling, and/or renting merchandise and for the storing of same prior to sale.

The applicant also has a Conditional Use Permit to allow commercial vehicle sales. The existing Conditional Use Permit allows the display of 4 for-sale school-buses on the property.

If this CUP is approved as proposed, the Applicant will still be able to store up to sixteen buses outdoors and they will also be allowed to display up to 39 (4 existing + 35 additional) buses for sale as shown on the attached site plan. Three CUPs will be attached to this property.

Parking

The ordinance states that one (1) additional off-street parking stall is required for every 1,000 square feet of outdoor motor vehicle sales area. The proposed display area will be roughly 28,750 square feet which would require 29 parking stalls. The site has ample existing parking to accommodate the proposed use:

-Parking Requirements-		
Use Square Footage	Requirement	#
4,320 Office (-10% (Mech./Rest.))	3 plus 1 stall for every 300 square feet	16
8,160 Vehicle Repair	4 plus 3 stalls for each service bay	19
2,000 Vehicle Sales (existing)	1 per 1,000 feet of display area	2
28,750 Vehicle Sales (proposed)	1 per 1,000 feet of display area	29
	Total Required	66
	Total Existing	75

Landscaping

The Applicant is seeking to display the for-sale buses in a lot to the east of the existing building and parking areas where they will be clearly visible from the street. The applicant is proposing landscaping on the perimeter of the proposed parking area, to meet the landscaping requirements of the City Code, which requires visually appealing landscaping. When reviewing the landscape plan, the City must assume that Vision Bus could/will sell the lot to the East in the future for development. Staff reviewed the landscape plan to ensure that the proposed parking lot areas are sufficiently landscaped to not have a blighting impact on neighboring properties.

The applicant is proposing the following landscaping at the perimeter of the new parking area:

- 6 deciduous trees
- 7 coniferous trees
- 24 shrubs

This landscaping is in addition to the existing landscaping installed on site. 41 trees were planted, required, as part of the original Vision Development in 2007.

Conditional Use Permit Considerations

The Planning Commission is asked to consider the CUP application and the possible adverse effects of the proposed conditional use permit. The judgment of the Planning Commission regarding the application shall be based upon (but not limited to) the following factors:

- a. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the objectives of the Comprehensive Plan, including public facilities and capital improvement plans.

The comprehensive plan guides this area for industry and industrial uses. While it would not be appropriate to have a commercial car sales lot in this zoning district, Staff believes that it is appropriate for an industrial user to sell large commercial/industrial vehicles. This use is currently allowed by code but would be allowed to be expanded under the ordinance amendment and CUP amendment.

- b. The proposed action meets the purpose and intent of this Ordinance and the intent of the underlying zoning district.

The proposed action will meet the intent of the ordinance if the City Council approves the proposed ordinance amendment. If the Ordinance amendment is not passed, this action will be rendered ineffective.

- c. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

The proposed use can easily be accommodated with existing roads which already accommodate a great deal of bus traffic. No additional utility service will be required, and storm water will be handled on site.

- d. There is an adequate buffer yard or transition provided between potentially incompatible uses or districts.

The adjacent uses are all industrial. A buffer yard is not needed.

- e. The proposed use is or will be compatible with present and future land uses of the area.

This area is guided for industrial uses and the proposed use is compatible.

- f. The proposed use conforms with all performance standards contained within this Ordinance.

The proposed use conforms with the performance standards contained in the proposed ordinance amendment. The use is approved contingent on the ordinance amendment being approved by the Big Lake City Council.

- g. Traffic generation by the proposed use is within capabilities of streets serving the property.

Very limited traffic that will be produced by the proposed use. The proposed use should not exceed traffic capabilities of the streets serving the property.

Furthermore, in Industrial Districts, the following additional considerations are to be made:

- a. Nuisance. Nuisance characteristics generated by the use will not have an adverse effect upon existing and future development in adjacent areas.

The use will not produce any new nuisance characteristics. Buses are already being stored and displayed outside at this site.

- b. Nearby Residences. Adjacent residentially - zoned land will not be adversely affected because of traffic generation, noise, glare, or other nuisance characteristics.

There are no nearby residentially zoned parcels.

Staff Recommendation on Conditional Use Permit

If the Ordinance Amendment is recommended for approval as proposed or recommended for approval in an amended form that still allows the applicant to proceed as proposed, the Conditional Use Permit requirements are considered to be satisfied by Planning Staff.

Staff recommends approval of the proposed Conditional Use Permit with the following conditions:

1. The Conditional Use Permit's approval is contingent on the Big Lake City Council approving an ordinance amendment to allow the proposed use as a Conditional Use in the I-2 General Industrial zoning district with amended provisions. If the ordinance amendment is not passed, this Conditional Use Permit shall be made invalid.
2. All lighting shall be hooded and so directed that the light source shall not be visible from the public right-of-way or from neighboring residences and be in compliance with Section 1032 (Performance Standards) of this Ordinance.
3. The sales area shall be surfaced with asphalt or concrete to control dust, mud and to provide clean, and usable surface. For-sale buses must not be parked on grass or landscaping.
4. The display of for-sale buses shall not be permitted to block any entrances to the site.
5. The Applicant may display up to thirty-five (35) for-sale buses in the eastern-most parking area as shown on the attached site plan. They will continue to be allowed to store up to sixteen (16) additional buses outside in their outdoor storage area, in accordance with their Conditional Use Permit from 2007. Further, they will continue to be allowed up to four (4) for-sale buses in the area in front of the building, in accordance with their Conditional Use Permit from 2017. Any additional outdoor sales area or additional outdoor storage will require formal approval through a modification of the Conditional Use Permits.
6. Outdoor storage of buses will continue to only be allowed on asphalted surfaces, per the 2007 Conditional Use Permit for outdoor storage.
7. The Applicant is responsible for obtaining a sign permit for any new signage. All signage must comply with the City's sign ordinance.
8. The sale of commercial vehicles is allowed as an accessory use only. The Applicant must continue to maintain a principal use at the site. Outside vehicle sales connected with the principal use is limited to the area allowable under code.
9. Any additions/modifications as required by the Planning Commission, City Council, City Staff, or any other individuals responsible for review of this application.

FINANCIAL IMPACT

NA

STAFF COMMENTS

Engineering and Public Works:

Bolton and Menk prepared a comment letter, dated January 29, 2020 (Attachment D).

Fire Department

No comment.

Police Department

No comment.

STAFF RECOMMENDATION

Planning staff is supportive of this project and recommends approval of the ordinance amendment and the conditional use permit. The proposed additional school-bus sales do not have a detrimental effect on the surrounding properties and supports the growth of a local business.

Action Needed

A motion is needed to approve or deny the proposed ordinance amendment to allow commercial vehicle sales with revised provisions. A motion is also needed to approve or deny the proposed Conditional Use Permit for commercial vehicle sales.

Note: If the application for the ordinance amendment is denied, the conditional use permit must also be denied. If substantial changes are recommended and staff is directed to re-write the ordinance, the conditional use permit application may be tabled. Non-substantial changes to the ordinance may be made at the meeting and the conditional use permit should be approved.

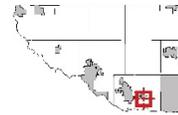
ATTACHMENTS

- Attachment A: Aerial Site Location Map
- Attachment B: Site Plan
- Attachment C: Landscape Plan
- Attachment D: Public Hearing Notice
- Attachment E: Engineers Memorandum dated January 29, 2020.
- Attachment F: Draft Ordinance amending Chapter 10 of the Big Lake City Code, commercial vehicle sales
- Attachment G: Draft Resolution approving the Conditional Use Permit for bus sales as proposed as an accessory use at Vision Transportation and United Bus Sales
- Attachment H: Draft Resolution approving the Summary Publication of Ordinance 2020-XX Amending Chapter 10 of the Big Lake City Code, commercial vehicle sales
- Attachment I: Draft Stormwater Maintenance Agreement

Attachment A
Site Location Map



Overview



Legend

- Roads
- ▭ Parcels
- Streams

Parcel ID	65-557-0105	Alternate ID	n/a	Owner Address	16676 197TH AVE NW
Sec/Twp/Rng	21-33-27	Class	234-Industrial Preferred		BIG LAKE MN 55309
Property Address	16676 197TH AVE NW	Acreage	5.28		
	BIG LAKE				
District	BIG LAKE CITY				
Brief Tax Description	n/a				
	<i>(Note: Not to be used on legal documents)</i>				

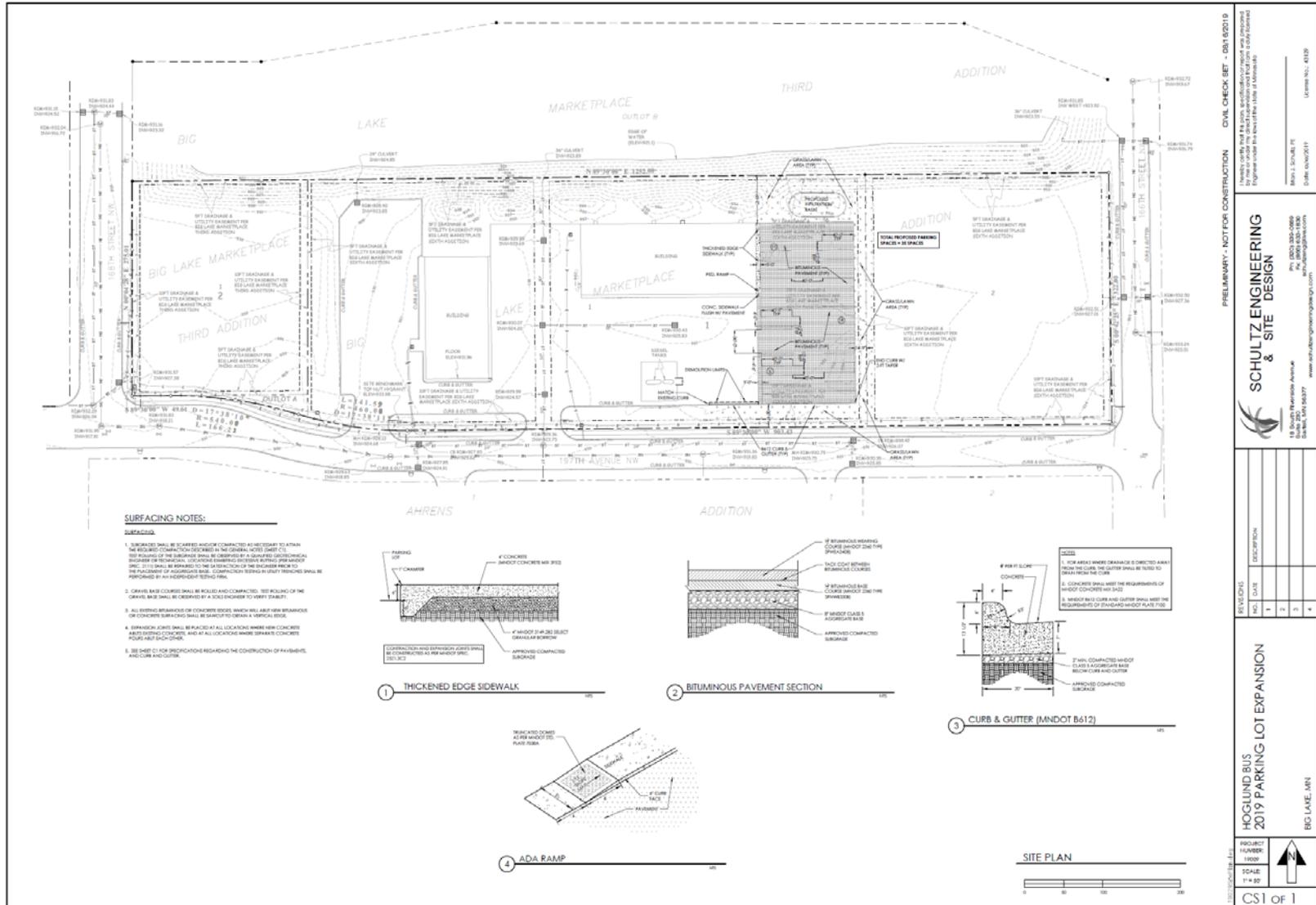
Disclaimer: Every attempt has been made to ensure that the information contained on this web site is valid at the time of publication. Sherburne County reserves the right to make additions, changes, or corrections at any time and without notice. Additionally, Sherburne County disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies and is not responsible for misuse or misinterpretation. Data is updated periodically. For the most current information contact the appropriate county department.

Disclaimer for St Cloud Parcels: Sherburne County information about St Cloud properties are limited to classification and value. Any questions regarding additional information please contact the City of St Cloud's assessor office.

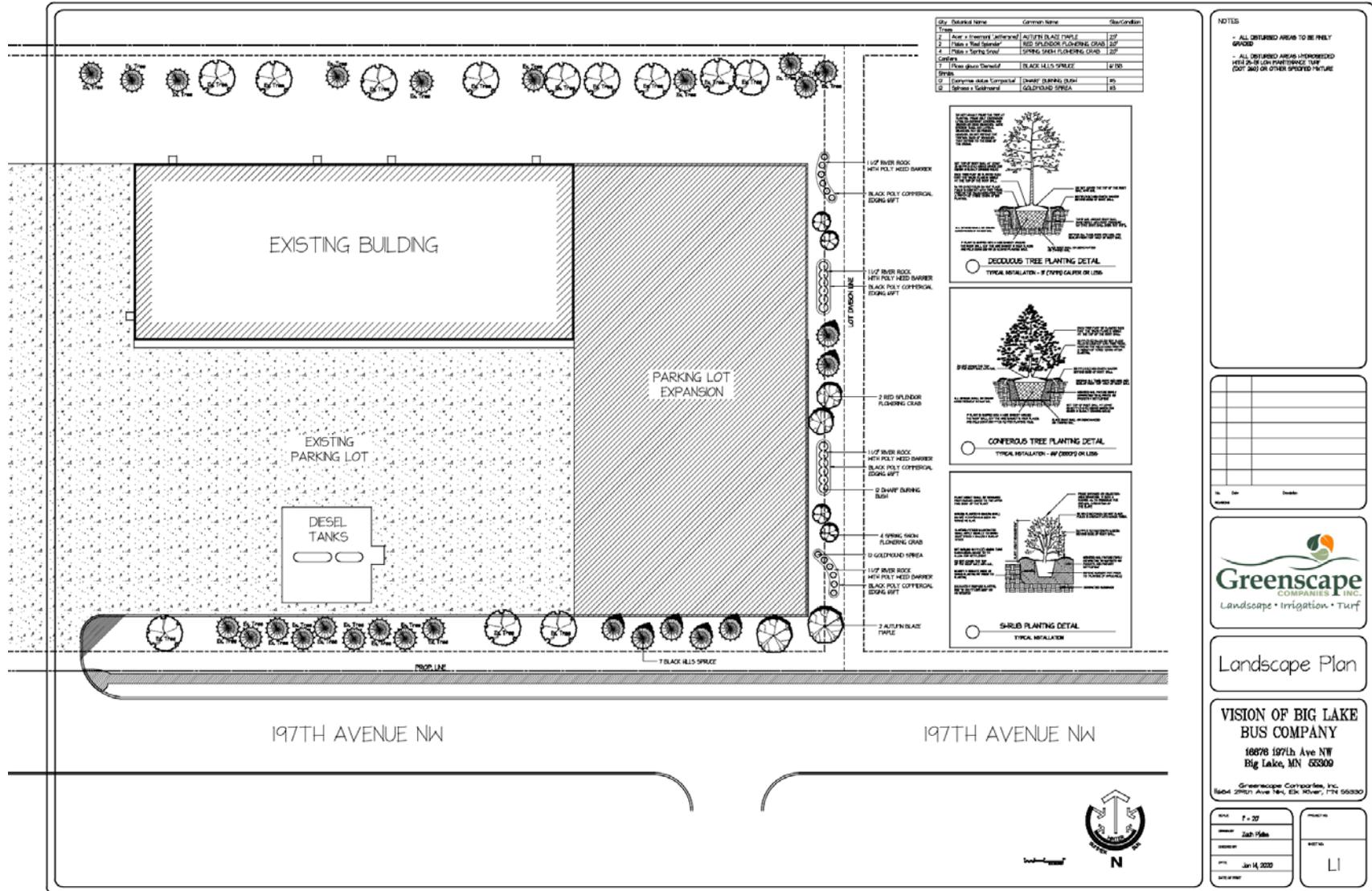
Date created: 1/29/2020
Last Data Uploaded: 1/29/2020 2:53:37 PM

Developed by Schneider
GEO SPATIAL

Attachment B Proposed Site Plan



Attachment C Proposed Landscape Plan



Attachment D
Public Hearing Notice



-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed, please contact us prior to deadline at Cambridge (763) 691-6000 or email at publicnotice@ecm-inc.com

Ad Proof

Enlarged

**CITY OF BIG LAKE
NOTICE OF PUBLIC
HEARING
FOR AN ORDINANCE
AMENDMENT,
CONDITIONAL USE PERMIT
AMENDMENT AND SITE
PLAN REVIEW FOR "VISION
ENTERPRISES/UNITED
BUS SALES PARKING
LOT EXPANSION"**

You are hereby notified that the Big Lake Planning Commission will hold a public hearing in order to consider development applications pertaining to a project known as "Vision Enterprises/United Bus Sales Parking Lot Expansion". The public hearing will be held in the Big Lake City Council Chambers located at 160 Lake Street North, Big Lake, MN on: **Wednesday, February 5, 2020 at or about 6:30 p.m.**

Applicant:

Monique Hoglund Bergan
Parcel Identification Number:
65-557-0105

The Applicant is seeking approval of several development applications relating to a proposal to allow expanded bus sales in the I-2 General Industrial Zoning District and to construct an expansion for an existing parking lot at 16676 197th Ave NW to accommodate additional bus sales.

At present, the Applicant has been granted permission to have bus sales on the premises only up to 30% of the floor area of the principal use or roughly 9,600 square feet of bus sales area based on the floor area of the existing structures. This use is regulated under a conditional use permit (CUP). The applicant is seeking a code amendment to allow bus sales as a larger side business or bus sales as a principal business.

The Applicant has applied for the following approvals:

- An Ordinance Amendment to the I-2 General Industrial Zoning District to allow United Bus's expansion project to proceed as proposed
- A Conditional Use Permit to allow an expansion of bus sales and surface parking lot.
- A Site and Building Plan review

Both oral and written comments will be considered by the Planning Commission. If you desire to be heard in reference to this matter, you should attend this hearing or submit written comments to City Hall. If you have any questions, please feel free to contact Sara S.W. Roman, Consultant Planner at 612-638-0227 or swoolf@biglakermn.org.

Published in the
Monticello Times
January 23, 2020
1014700

Date: 01/14/20
Account #: 388115
Customer: CITY BIG LAKE ~

Address: 160 LAKE STREET N
BIG LAKE
Telephone: (763) 263-2107
Fax: (763) 263-0133

Publications:
Monticello Times

Ad ID: 1014700
Copy Line: Ord Amend CUP Vision Bus-PH
PO Number:
Start: 01/23/20
Stop: 01/23/2020
Total Cost: \$0.00
of Lines: 75
Total Depth: 8,333
of Inserts: 1
Ad Class: 150
Phone #: (763) 691-6000
Email: publicnotice@ecm-inc.com
Rep No: SM700

Contract-Gross

Attachment E
Engineers Memorandum dated January 29, 2020.



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

January 29, 2020

Sara Woolf, Consultant City Planner
via e-mail: swoolf@biglakemn.org

RE: Hoglund Bus 2019 Parking Lot Expansion
City of Big Lake, Minnesota
Project No.: W18.120307

Dear Sara,

We have reviewed the plans dated 08/16/2019 and drainage calculations dated 01/27/2020 which were submitted for the above referenced project and have the following comments:

1. The applicant shall enter into a Stormwater Maintenance Agreement for the proposed infiltration basin on the property.
2. The proposed infiltration basin shall be contained within an easement.
3. The proposed infiltration basin shall be seeded with MnDOT seed mix 35-221.
4. Final construction plans shall be signed and dated.
5. The applicant shall reconcile the Water Quality (WQ) volume and impervious areas identified in the plans with the drainage report.
6. The undeveloped portion of DA1 and volumes in excess of the WQ volume should be bypassed.
7. The hydraulic report should be modified to model the parking lot impervious area as directly connected impervious area to better understand the outlet hydraulics and potential pond bounce.
8. Confirmation of the rainfall distribution used in the Hydro CAD model shall be provided.
9. The proposed orifice outlet should be modeled as the area of the orifice opening, factoring in any loss of capacity due to the grate.
10. Revised plans shall be labeled "Final Plans for Construction" and shall be signed.
11. All construction shall be in accordance with the City of Big Lake Standards.

We recommend the above requested information be submitted with the final construction plans for the review and approval of the City of Big Lake.

If you have any questions on the above, please call.

Sincerely,

Bolton & Menk, Inc.

Jared Vogt, P.E.
Principal Engineer

II:\BGLR\W18120307\1_Comes\C_To Others\2020-01-29 120307 Woolf\Hoglund Bus Parking Lot Review.docx

Bolton & Menk is an equal opportunity employer.

Attachment F

Draft Ordinance amending Chapter 10 of the Big Lake City Code, commercial vehicle sales

City of Big Lake Ordinance No. 2020-XX

AN ORDINANCE AMENDING CHAPTER 10 (ZONING) OF THE BIG LAKE CITY CODE AMENDING SECTION 1061 (I-2 GENERAL INDUSTRIAL DISTRICT) TO ALLOW COMMERCIAL VEHICLE SALES AS AN ACCESSORY USE WITH A CONDITIONAL USE PERMIT

THE CITY COUNCIL OF BIG LAKE ORDAINS:

SECTION 1. Chapter 10 (Zoning), Section 1061, (I-2 General Industrial District) of the Big Lake Municipal Code is hereby amended to add the provisions with underlined text and delete provisions shown with a line through the text as follows:

SECTION 1061 – I-2, GENERAL INDUSTRIAL DISTRICT

1061:05: CONDITIONAL USES: Subject to the applicable provisions of this Ordinance, the following are conditional uses in an I-2 District. (Requires a conditional use permit based upon the procedures set forth in and regulated by Section 1007 (Conditional Use Permits) and Section 1032 (Performance Standards) of this Ordinance.

Subd. 8. Commercial Vehicle Sales, leasing (trucks and buses only) as a conditional accessory use.

1. Accessory use. The sale of commercial vehicles is an accessory use.
2. Area limit. Outside vehicle sales connected with the principal use ~~is limited to thirty (30) percent~~ shall not exceed one hundred (100) percent of the total gross floor area of the principal use.
3. Screened from Residential. Outside vehicle sales areas are fenced or screened from view of neighboring residential uses or an abutting “r” District in compliance with Section 1027 (Landscape, Screening, and Tree Preservation) of this ordinance.
4. Lighting Shielded. Lighting Shielded. All lighting shall be hooded and so directed that the light source shall not be visible from the public right-of-way or from neighboring residences and be in compliance with Section 1032 (Performance Standards) of this Ordinance.

Attachment G

Draft Resolution approving the Conditional Use Permit for bus sales as proposed as an accessory use at Vision Transportation and United Bus Sales

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, February 26, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**CITY OF BIG LAKE
RESOLUTION NO. 2020-XX**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR
VISION ENTERPRISES LLC**

WHEREAS, the City of Big Lake Planning Commission reviewed the conditional use permit and site plan on February 5, 2020; and

WHEREAS, the Planning Commission conducted a public hearing on February 5, 2020 to consider the application; and

WHEREAS, notice of public hearing on said motion has been duly published and posted in accordance with the applicable Minnesota Statutes; and

WHEREAS, it is the recommendation of Planning Commission that the City Council approve the conditional use permit subject to the conditions identified herein; and

WHEREAS, the City Council makes the following findings of fact in support of granting approval:

- A. The Legal Description of the subject property is: Lot 1, Block 1, Big Lake Marketplace Sixth Addition, Sherburne County, Minnesota. (formerly known as Outlot C, Big Lake Marketplace Third Addition)
- B. The above legal description has been rezoned from I-1 (Industrial Park) to I-2 (General industrial) prior to the approval of these conditions use permits per City Ordinance No. 2007-02.
- C. The Site Location Map showing the project location within the City is attached as Exhibit A.
- D. The applicant's site plan is attached as Exhibit B.
- E. The applicant's landscape plan is attached as Exhibit C.
- F. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the objectives of the Comprehensive Plan.
- G. The proposed action meets the purpose and intent of this Ordinance and the intent of the underlying zoning district.
- H. The proposed use is or will be compatible with present and future land uses of the area.
- I. The proposed use will conform to all performance standards contained within this Ordinance.
- J. There is an adequate buffer yard or transition provided between potentially incompatible uses or districts.
- K. The structure will have an appearance that will not have an adverse effect upon nearby residential properties.
- L. Nearby residentially-zoned land will not be adversely affected because of noise, smell or other nuisance characteristics associated with the accessory structures.
- M. Traffic generated by this proposal is within the capabilities of site's parking and streets servicing the site.
- N. The proposed use will not cause traffic hazards or congestion.
- O. Properties values abutting the subject site will not depreciate from the proposed use.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Big Lake that it hereby approves the following Conditional Use Permits:

- 1) A Conditional Use Permit for the commercial vehicle sales for 39 school-bus vehicles.

The conditional use permit and site plan are further subject to the following conditions and statements:

1. The Conditional Use Permit's approval is contingent on the Big Lake City Council approving an ordinance amendment to allow the proposed use as a Conditional Use in the I-2 General Industrial zoning district with amended provisions. If the ordinance amendment is not passed, this Conditional Use Permit shall be made invalid.
2. All lighting shall be hooded and so directed that the light source shall not be visible from the public right-of-way or from neighboring residences and be in compliance with Section 1032 (Performance Standards) of this Ordinance.
3. The sales area shall be surfaced with asphalt or concrete to control dust, mud and to provide clean, and usable surface. For-sale buses must not be parked on grass or landscaping.
4. The display of for-sale buses shall not be permitted to block any entrances to the site.
5. The Applicant may display up to thirty-five (35) for-sale buses in the eastern-most parking area as shown on the attached site plan. They will continue to be allowed to store up to sixteen (16) additional buses outside in their outdoor storage area, in accordance with their Conditional Use Permit from 2007. Further, they will continue to be allowed up to four (4) for-sale buses in the area in front of the building, in accordance with their Conditional Use Permit from 2017. Any additional outdoor sales area or additional outdoor storage will require formal approval through a modification of the Conditional Use Permits.
6. Outdoor storage of buses will continue to only be allowed on asphalted surfaces, per the 2007 Conditional Use Permit for outdoor storage.
7. The Applicant is responsible for obtaining a sign permit for any new signage. All signage must comply with the City's sign ordinance.
8. The sale of commercial vehicles is allowed as an accessory use only. The Applicant must continue to maintain a principal use at the site. Outside vehicle sales connected with the principal use is limited to the area allowable under code.
9. Any additions/modifications as required by the Planning Commission, City Council, City Staff, or any other individuals responsible for review of this application.

Adopted by the Big Lake City Council on the 26th day of February, 2020.

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor:
The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Attachments:

- Exhibit A – Site Location Map
- Exhibit B – Applicant’s Site Plan
- Exhibit C – Applicant’s Landscape Plan

Drafted By:
City of Big Lake
160 North Lake Street
Big Lake, MN 55309

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of February, 2020, by Mike Wallen and Gina Wolbeck, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

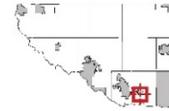
Notary Public

EXHIBIT A

VISION ENTERPRISE LLC – SITE LOCATION MAP



Overview



Legend

- Roads
- Parcels
- Streams

Parcel ID	65-557-0105	Alternate ID	n/a	Owner Address	16676 197TH AVEN NW
Sec/Twp/Rng	21-33-27	Class	234-Industrial Preferred		BIG LAKE MN 55309
Property Address	16676 197TH AVENW	Acreage	5.28		
	BIG LAKE				
District	BIG LAKE CITY				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Disclaimer: Every attempt has been made to ensure that the information contained on this web site is valid at the time of publication. Sherburne County reserves the right to make additions, changes, or corrections at any time and without notice. Additionally, Sherburne County disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies and is not responsible for misuse or misinterpretation. Data is updated periodically. For the most current information contact the appropriate county department.

Disclaimer for St Cloud Parcels: Sherburne County information about St Cloud properties are limited to classification and value. Any questions regarding additional information please contact the City of St Cloud's assessor office.

Date created: 1/29/2020
Last Data Uploaded: 1/29/2020 2:53:37 PM

Developed by Schneider GEOSPATIAL

Attachment H

Draft Resolution approving the Summary Publication

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, February 26, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**BIG LAKE CITY COUNCIL
RESOLUTION NO. 2020-XX**

**RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 2020-XX
AMENDING CHAPTER 10 (ZONING) TO ALLOW COMMERCIAL VEHICLE SALES AS AN
ACCESSORY USE IN THE I-2 GENERAL INDUSTRIAL DISTRICT WITH A CONDITIONAL
USE PERMIT**

WHEREAS, the City Council has adopted an ordinance amendment; and that amendment allows businesses in the I-2 General Industrial District to operate commercial vehicle sales (trucks and buses only) as an accessory use with a Conditional Use Permit; and

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 2020-XX will clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance No. 2020-XX is approved for publication:

**CITY OF BIG LAKE, MINNESOTA
ORDINANCE NO. 2020-XX**

The Big Lake City Code is amended to allow businesses in the I-2 General Industrial District to operate commercial vehicle sales as an accessory use with a Conditional Use Permit. Only the sale of commercial trucks and buses is allowed and there are several site requirements placed upon vehicle sales operations. A printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

Adopted by the Big Lake City Council on the 26th of February, 2020.

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of February, 2020, by the Mayor and City Clerk of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

Drafted By:
City of Big Lake
160 North Lake Street
Big Lake, MN 55309

Attachment I
Draft Stormwater Maintenance Agreement

(Reserved for Recording Data)

**STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of February, 2020 (“Effective Date”), by and between **Vision Enterprises, LLC**, a Limited Liability Company registered with the State of Minnesota (the “Owner”) and the **City of Big Lake**, a Minnesota municipal corporation (the “City”).

RECITALS

A. The Owner is the owner of certain real property located in Sherburne County, Minnesota legally described in Exhibit A attached hereto (“Property”); and

B. The Owner is proceeding to build on and develop the Property, and has received approval of the site plan for the proposed improvements (“Parking Lot Expansion”); and

C. The final plans for Parking Lot Expansion (“Plans”) are expressly made a part hereof, as approved or to be approved by the City, which are on file with the City, provide for detention/retention of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Big Lake, Minnesota, require that on-site stormwater management/BMP facilities as shown on the Plans (“Stormwater Facilities”) be constructed and maintained on the Property; and

E. The City requires that the Owner agree to construct the Stormwater Facilities as shown on the Plans and adequately maintain the Stormwater Facilities as shown on Exhibit B attached hereto as a condition of final site plan approval of the Property; and

F. As a condition of final site plan approval the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage, and utility for the infiltration basin

as shown on the Plans, which will be located along the northerly boundary of the Property within the drainage and utility easement dedicated to the City (“Easement Area”) to comply with work required under the terms of this Agreement, all subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction of Stormwater Improvements. Owner shall construct the Stormwater Facilities in accordance with the Plans and specifications identified in the Plans.

2. Maintenance of Stormwater Improvements.

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit B (collectively, “Stormwater Maintenance Plan”). This includes all pipes, channels, and other conveyances within the Property built to convey stormwater to the facility, as well as all structures, improvements, and vegetation within the Property provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their designed functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. The maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on Exhibit B, and such schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. Inspection and Reporting. The Owner shall cause the Stormwater Facilities to be inspected annually and submit an inspection report annually to the City upon request and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the Stormwater Facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, buffers, emergency overflows etc. within the Property. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plans and with Exhibit B.

4. City Access and Maintenance Rights.

A. The Owner hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect the Stormwater Facilities if the Owner does not inspect the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and such failure continues for 20 days after the City gives the Owner written notice of such failure, except in the event of an emergency when reasonable notice under the circumstances is sufficient. The City shall provide the Owner, their successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary (“Inspection Report”).

B. In the event the Owner, their successors and assigns, fails to maintain the Stormwater Facilities in good working condition in accordance with the terms of this Agreement and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps are reasonably necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the reasonable costs of such repairs to the Owner, their successors and assigns, including assessing the City's costs to the Owner's property taxes. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the Property outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that they are, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences therefrom the Stormwater Facilities, except complaints and legal claims arising out of or resulting from the City's and its contractors, agents, servants, and assigns intentional misconduct. The Owner expressly agree to defend and hold the City harmless from any such third-party claim, except those arising out of or resulting from the City's and its agents' and employees' intentional misconduct.

5. Grant of Easement. Owner hereby grant to the City, its successors and assigns, a permanent non-exclusive easement for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement Area to construct, reconstruct, inspect, repair, and maintain the Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area as necessary to maintain the Stormwater Facilities in accordance with the terms of this Agreement and the further right to remove trees, bushes, undergrowth, and other obstructions in the Easement Area interfering with the location, construction, and maintenance of the Stormwater Facilities, so long as such actions do not have a material adverse effect on Parking Lot Expansion.

6. Reimbursement of Costs. The Owner agrees to reimburse the City for all reasonable costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives

for its own acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

8. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner : Vision Enterprises, LLC
 16676 197th Ave. NW
 Big Lake, MN 55309

To the City: City of Big Lake
 Big Lake City Hall,
 160 Lake Street North,
 Big Lake, Minnesota 55309
 Attn: City Administrator

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

9. Successors/Covenants Run with Property. All duties and obligations of Owner under this Agreement shall transfer to Owner's successors and assigns in title to the Property, except the transferor Owner shall remain liable for any duties and obligations that first arose prior to the date of such transfer and were required to be performed by the date of such transfer. The terms and conditions of this Agreement shall run with the Property.

OWNER:

Vision Enterprises, LLC

By: _____, Its:

By: _____, Its:

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of March, 2020, by
Vision Enterprises, LLC

Notary Public

CITY OF BIG LAKE

BY: _____
Mike Wallen, Mayor

(SEAL)

BY: _____
Clay Wilfahrt, City Administrator

STATE OF MINNESOTA)
(ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of March, 2020, by **Mike Wallen** and by **Clay Wilfahrt**, the Mayor and City Administrator of the **City of Big Lake**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:
~~CAMPBELL KNUTSON~~
~~Professional Association~~
~~Grand Oak Office Center I~~
~~860 Blue Gentian Road, Suite 290~~
~~Eagan, Minnesota 55121~~
~~Telephone: (651) 452-5000~~
~~ABS~~

Signature Page to Stormwater Maintenance Agreement/Best Management Practice Facilities and Easement Agreement

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

The land to which this Stormwater Maintenance Agreement applies is located in Sherburne County, Minnesota, and is legally described as follows:

Lot 1, Block 1, Big Lake Marketplace Sixth Addition, according to the plat on file and of record in the Office of the County Recorder, Sherburne County, Minnesota.

**EXHIBIT B
TO
STORMWATER MAINTENANCE AGREEMENT**

Stormwater Maintenance Plan
and the
City Engineering Standards for Stormwater Treatment Facilities

Infiltration Basin Maintenance

INFILTRATION BASIN INFORMATION

Infiltration basins are designed to remove pollutants from stormwater runoff and reduce runoff volume through infiltration. Maintenance is required and is extremely important. Sediment and debris must be removed regularly to maintain correct function. This document serves as guidance to developing an inspection and maintenance plan.

SITE LOCATION: Lot 1 Block 1 Big Lake Marketplace Sixth Addition

INFILTRATION BASIN INSPECTION/MAINTENANCE

The CURRENT OWNER or their designee is responsible for completing inspections and conducting maintenance.

WHEN WILL THE INFILTRATION BASIN BE INSPECTED AND MAINTAINED?

Infiltration Basins must be inspected in the spring and fall of each year. Personnel should be aware of the maintenance plan. It is recommended to consult with the designer and builder to understand the inspection and maintenance needs.

MAINTENANCE PLAN INFORMATION

This Stormwater Maintenance Plan for the location listed above is submitted by the CURRENT OWNER on the Effective Date of the Stormwater Maintenance Agreement to comply with the City's Land Development Code Requirements. Inspection and maintenance records are required to be kept on file for five (5) years and submitted to the City upon request by the City.

INSPECTION & MAINTENANCE CHECKLIST

- (must be completed in the Spring & Fall):
- Clean basin. Remove any sediment, trash and debris.
- Remove any dead vegetation, trim live vegetation if needed and remove weeds.
- Inspect and clean pre-treatment area(s) (e.g. sump, filter strip, rock).
- Repair inlet erosion/damage. Inspect bottom of the basin and remove any sediment.
- If water is not infiltrating within 48 hours, loosen, aerate or replace soils to ensure water infiltrates – must infiltrate within 48 hours.
- Paved surfaces draining to basin swept and kept free of sediment and debris.
- Replace dead plants/vegetation. Manage native vegetation (if applicable) through mowing, spot spraying for weeds and/or prescribed burning. Water as needed.
- Erosion will be repaired.
- Photos taken.
- Inspection records submitted to the City of Big Lake upon request.

****Please keep a copy of this Plan for your records****



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Sara S.W. Roman, AICP - Consultant Planner</i>	Meeting Date: 2/26/2020	Item No. 7C
Item Description: <i>Concept Plan - Wastewater Treatment Facility PUD</i>	Reviewed By: <i>Hanna Klimmek, EDFP, Community Development Director</i> Reviewed By: <i>Clay Wilfahrt, City Administrator</i>	

60-DAY REVIEW DEADLINE: March 15, 2020

ACTION REQUESTED

The City Council is asked to provide informal review and comment regarding the proposed concept plan for an expansion of the existing waste water treatment facility in Big Lake.

Any comments given by the City Council are advisory in nature. While the comments are non-binding, the applicant will consider the comments from the City Council when they prepare their formal submittal.

PLANNING COMMISSION REVIEW

Planning Commission reviewed the Concept Plan at their regularly scheduled meeting on February 5, 2020. Other than the applicant, there was no one present to speak at the public hearing. The Planning Commission provided general feedback to the applicant and did not recommend any specific changes to the Concept Plan. Planning Commission was comfortable providing the flexibility requested by the applicant through the PUD. The Planning Commission did note that future screening from adjacent uses may be necessary.

BACKGROUND/DISCUSSION

APPLICATION:

The Applicant, the City of Big Lake, is seeking approval for a planned unit development concept plan for an expansion of the City of Big Lake’s waste water treatment facility. The Planned Unit development is intended to allow for the orderly expansion of the facility and to bring the site into conformance with zoning regulations.

BACKGROUND:

The original wastewater treatment facility was constructed in 1981 and was updated in 1996, and 1999, and a new facility began operating in 2012. It appears that the facility was built without planning/zoning approvals and all previous expansions have been overseen by Public Works without obtaining planning/zoning approvals beforehand. Per guidance from the City Attorney, the City is pursuing approvals for the expansion of the waste water treatment facility through a rezone to Planned Unit Development to both allow the expansion and “correct” the outstanding planning and zoning issues. The following will be addressed through the PUD:

- The existing facility spans 4 separate non-conforming parcels. The City intends to combine the 4 parcels through a plat. A plat is necessary because PUDs are only allowed on platted lots.
- Existing structures are built across property lines. Once the property is re-platted into one lot, this condition will no longer be present. However, the PUD will need to explicitly allow multiple principal structures on the lot.
- The City will process the PUD as a rezoning. Planned Unit developments may be processed as a conditional use permit or as a rezoning. Because PUDs/CUPs are not listed as an allowed use in the AG - Agricultural district, processing as a rezoning is the cleaner approval process.
- The PUD will regulate, if necessary, the existing communications tower located on the property.

PROPOSED DEVELOPMENT:

The proposal will consist of internal upgrades to the waste water treatment facility as well as some external upgrades, most notably an additional clarifying pond and the expansion of existing fencing surrounding the clarifying pond area (see **Attachment D**). This improvement is necessary for the growth of the City. The expansion also addresses regulatory requirements of the State of Minnesota.

CONCEPT PLAN ANALYSIS

PROPERTY CHARACTERISTICS:

Two of the existing 4 parcels are currently vacant. The remaining 2 parcels contain the existing waste water treatment facility structures and exterior treatment areas.

EXISTING ZONING AND LAND USE:

Zoning	A – Agricultural
Future Land Use	Public Facility - Planned Unit Development
Existing Land Use	Wastewater Treatment Facility
Topography	Relatively flat with minor topography changes

SURROUNDING ZONING AND LAND USE:

Direction	Zoning	Future Land Use Plan	Existing Land Use
North	Agricultural (County)	Agricultural	Agricultural
South	NA – Mississippi River		
East	Recreational River (County)	Wild, Scenic & Recreational Riverway	Agricultural / Vacant
West (Across County Road 43 S)	General Rural & Recreational River (County)	Rural Residential & Wild, Scenic & Recreational Riverway	Single Family Residential & Agricultural

REZONING REQUESTED:

The parcel is currently zoned A – Agricultural. However, PUDs/CUPs are not listed as an allowed use in the AG - Agricultural district, so a rezoning to a PUD is requested and may be approved conditionally with the preliminary plat approval.

PROPOSED SITE PLAN

The applicant is requesting to have the site plan approved as proposed and is requesting flexibility from the remaining requirements of the Zoning and Subdivision Ordinance.

Access

As proposed, access to the development would remain unchanged. Access is provided through a drive off County Road 14 NW. The County has been asked to provide comment on this proposal.

Parking

The existing site does not demarcate parking stalls. The site plan proposes no changes to parking areas.

Landscaping and Screening

No new landscaping is proposed by the City at this time. Portions of the site are screened from surrounding uses by existing trees and shrubs. Where there is no screening or landscaping on the perimeter of the site, the use currently abuts vacant land.

Planning and Engineering would like to note that a Tree Preservation Plan is typically required. Because no trees are being removed as part of this proposal, the applicant will only be asked to note where the existing trees are generally located on site plans submitted as part of the preliminary plat/development stage PUD submittal.

Communications Tower

There is a lawful nonconforming 200-foot-tall cellular tower located north of the wastewater treatment facility. Per Section 1022 ANTENNAS, towers in the AG district must not be greater than 75 feet in height. The city is unclear of the age of the tower, or what planning/zoning framework was in place when it was built. It is possible that it was built before the land was annexed into the city.

Staff would like the applicant to provide additional information as to who owns the tower and if there are any existing easements regarding the tower being on City land. Staff would also like to see the tower and any easements shown on site plans and plat documents; the tower must be considered when the regulations for the PUD zoning district are written.

PUD FLEXIBILITY REQUESTED:

PUD Justification

The Applicant is seeking a PUD approval, an approval that goes outside of the zoning code and subdivision ordinance. The City's PUD ordinance (Code Section 1011) is very clear that the City should only grant PUD approval in situations where there is a "public benefit" that comes from granting the approval. The PUD ordinance lays out thirteen (13) benefits that are being sought by the City. There is a clear public benefit to allowing necessary upgrades to a public facility.

PUD Format

The City Attorney's office has advised City Staff not to process PUD approvals as CUP's as the City has done in the past. The City Attorney's Office is advising that, going forward, all of the City's PUD's be processed as "Rezone to PUD." The City Attorney's stance is that the rezoning process is "cleaner," leaves better records, and is preferable because it is a legislative action while CUP's are quasi-judicial actions. Further, the AG Zone does not explicitly permit PUDs as CUPs.

The Zoning Code's PUD ordinance states that PUD's can be processed as either a CUP or a rezone. Staff is processing this project's PUD as a rezone under the guidance of the City Attorney.

Overview of Requested Flexibility

The applicant is requesting to have the site plan approved as proposed and is requesting flexibility from the remaining requirements of the Zoning and Subdivision Ordinance.

The applicant is seeking the following PUD flexibility, and additional flexibilities may be requested for development stage PUD:

1. Permission to allow more than one primary building on the parcel.
2. Permission to allow a lawful nonconforming 200-foot-tall cellular tower.
3. Permission for relief from the landscaping and screening requirements of Section 1027 (Landscape, Screening and Tree Preservation).
4. Permission for relief from the off-street parking and loading requirements of Section 1030 (Off-Street Parking & Loading).
5. Permission to allow all parking and building setbacks as proposed.
6. Permission to allow exterior storage.

DNR REVIEW:

The combined parcels for the waste water treatment facility will fall within the Mississippi Recreational River District (MMR) and will require written review and approval of the project by the Commissioner of Natural Resources per City ordinance. The DNR was notified of the public hearing for this concept plan review on January 22, 2020. The treatment facility itself appears to be outside of the district and does not fall within any required setbacks from the Mississippi River. The DNR submitted a "no comment" e-mail to Planner Roman on January 31, 2020.

STAFF COMMENTS:

Planning:

Staff recommends that the preliminary plat provided by the applicant be revised to acknowledge the tower located on the property and any access easements that may be present or desired in relation to the tower.

Engineering and Public Works:

Bolton and Menk prepared a comment letter for the review of this concept plan (Attachment C).

Fire Department

No comment.

Police Department

No comment.

FINANCIAL IMPACT

NA

STAFF RECOMMENDATION

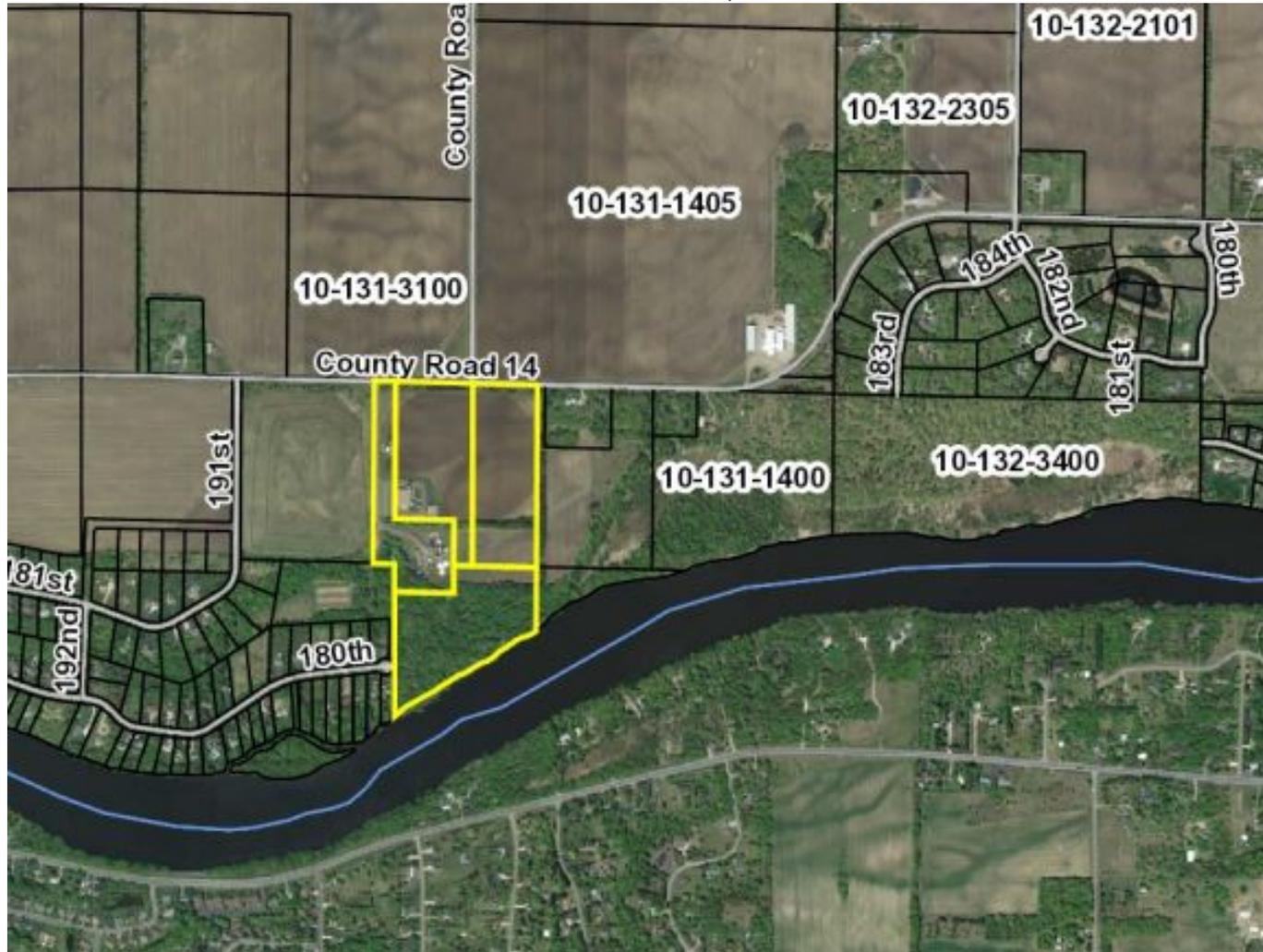
The City Council is asked to provide staff with guidance on drafting the PUD district requirements, and to provide recommendation on the types of regulations that should be followed, and where flexibility can be granted. The City has asked for few restrictions in order to allow for future growth of the facility as needed without the requirement for a lengthy amendment process.

The City Council should provide feedback on the applicant’s proposal and whether there are additional items that should be addressed by the applicant prior to the submittal of the preliminary plat and Development Stage PUD. The applicant would take these comments under advisement as they prepare a formal submittal.

ATTACHMENTS

- Attachment A: Site Location Map
- Attachment B: Public Hearing Notice
- Attachment C: Engineer’s Memo dated February 19, 2020
- Attachment D: Existing Site
- Attachment E: Proposed Site Plan

Attachment A
Site Location Map



Attachment B
Public Hearing Notice



-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed, please contact us prior to deadline at Cambridge (763) 691-6000 or email at publicnotice@ecm-inc.com

Date: 01/21/20
Account #: 388115
Customer: CITY BIG LAKE ~

Address: 160 LAKE STREET N
BIG LAKE

Telephone: (763) 263-2107
Fax: (763) 263-0133

Ad ID: 1016622
Copy Line: Concept Plan-PH

PO Number:
Start: 01/25/20
Stop: 01/25/2020
Total Cost: \$63.00
of Lines: 62
Total Depth: 6.889
of Inserts: 1
Ad Class: 150
Phone #: (763) 691-6000
Email: publicnotice@ecm-inc.com
Rep No: CA700

Contract-Gross

Publications:
Star News

Ad Proof

Enlarged

**CITY OF BIG LAKE
NOTICE OF PUBLIC
HEARING
FOR A CONCEPT
PUD PLAN FOR "BIG
LAKE WASTE WATER
TREATMENT FACILITY"**

You are hereby notified that the Big Lake Planning Commission will hold a public hearing in order to consider a concept plan for a project known as "Big Lake Waste Water Treatment Facility". The public hearing will be held in the Big Lake City Council Chambers located at 160 Lake Street North, Big Lake, MN on: **Wednesday, February 5, 2020 at or about 6:30 p.m.**

Applicant: City of Big Lake
Parcel Identification Numbers:

#65-031-3405, #65-031-4302,
#65-006-1201, and
#65-031-3410

The Applicant is seeking comments from the Planning Commission on a planned unit development concept plan for an expansion of the City of Big Lake's waste water treatment facility. The proposal will consist of internal upgrades as well as some external upgrades, most notably an additional clarifying pond. This improvement is necessary for the growth of the City. It also addresses regulatory requirements of the State of Minnesota. The waste water treatment facility is located within the Mississippi Recreational River District (MMP) and will require written review and approval of the project by the Commissioner of Natural Resources per City ordinance.

The Applicant has applied for the following approvals:

- Concept PUD Plan Review

Both oral and written comments will be considered by the Planning Commission. If you desire to be heard in reference to this matter, you should attend this hearing or submit written comments to City Hall. If you have any questions, please feel free to contact Sara S.W. Roman, Consultant Planner at 612-638-0227 or swoof@biglakemn.org.

Published in the
Star News
January 25, 2020
1016622

Attachment C
Engineer's Memo



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: [763] 433-2851
Fax: [763] 427-0833
Bolton-Menk.com

February 19, 2020

Sara Roman, Consultant City Planner
via e-mail: swolf@biglakemn.org

RE: Wastewater Treatment Facility Concept PUD Plan Application
City of Big Lake, Minnesota
Project No.: W18.120307

Dear Sara,

We have reviewed the Preliminary Plat which was submitted for the above referenced project Concept PUD Plan Application via e-mail on January 30, 2020. We have the following comments based on Chapter 11, Section 1106 of the City's Subdivision Ordinance:

1. Existing buildings structures and improvements one hundred (100) feet outside the boundaries of the subject parcel should be identified.
2. Building setbacks should be identified.
3. Existing Comprehensive Plan land use and zoning designation within and abutting the proposed plat should be noted.
4. The boundaries of existing trees on the site should be identified on the Preliminary Plat.
5. The Preliminary Plat should be signed and dated.

We recommend approval of the Preliminary Plat contingent on the above referenced comments as well as other comments received from City Staff and Council.

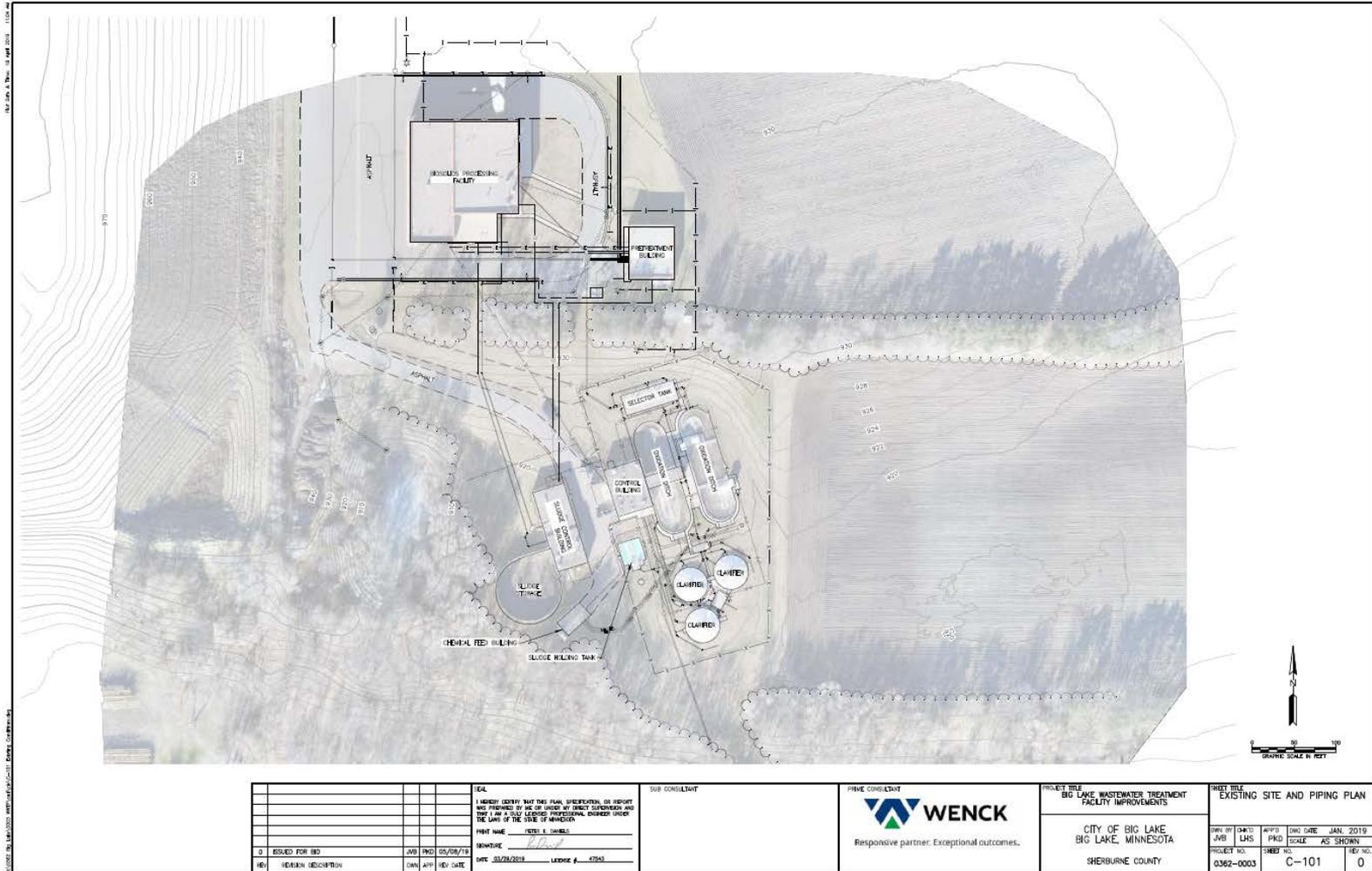
If you have any questions on the above, please call.

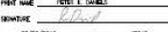
Sincerely,

Bolton & Menk, Inc.

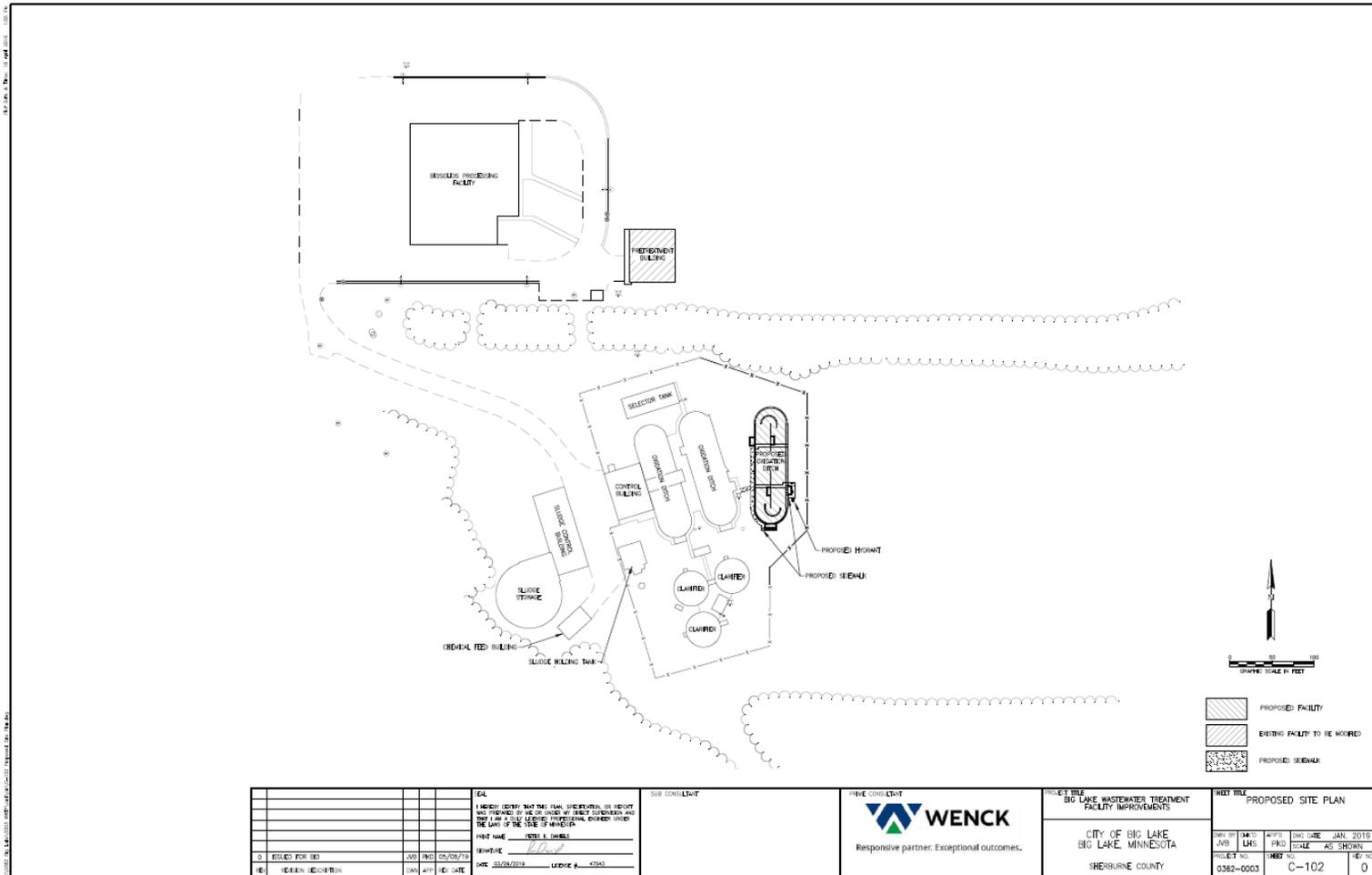
Jared Voge, P.E.
Principal Engineer

Attachment D Existing Site



			SEAL	SUB CONSULTANT	PRIME CONSULTANT	PROJECT TITLE	SHEET TITLE
			I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		 WENCK Responsive partner. Exceptional outcomes.	BIG LAKE WASTEWATER TREATMENT FACILITY IMPROVEMENTS	EXISTING SITE AND PIPING PLAN
			PRINT NAME: TRISTAN J. DANIELS			CITY OF BIG LAKE BIG LAKE, MINNESOTA SHERBURNE COUNTY	DATE: JAN, 2019
			SIGNATURE: 				SCALE: AS SHOWN
			DATE: 01/29/2019 LICENSE # 47263				PROJECT NO. 0362-0003
D ISSUED FOR BID	JWB PWD	05/09/13					SHEET NO. C-101
REV REVISION DESCRIPTION	DAN APP	REV DATE					REV NO. 0

Attachment E Proposed Site Plan





AGENDA ITEM

Big Lake City Council

Prepared By: Layne Otteson, P.E. CE/PWD PW20-010	Meeting Date: 2/26/2020	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7D
Item Description: Approve Freedom Rock placement at Lakeside Park	Reviewed By: Clay Wilfahrt, City Administrator		
	Reviewed By: Deb Wegeleben, Finance Director		

ACTION REQUESTED

Motion to approve placement of a Freedom Rock in Lakeside Park to be funded by private donations and fundraising through the “Citizens for the Big Lake Freedom Rock” group.

BACKGROUND/DISCUSSION

Karen Blake and Linda Paulson, representatives from “Citizens for the Big Lake Freedom Rock” have previously presented information on the installation of a Freedom Rock in the City. They have presented this same information to the Big Lake Beyond the Yellow Ribbon group, Big Lake Parks Advisory Committee and at the City Council Workshop. Estimated cost is \$18,000 - \$20,000 but variable as the project is in its early phase.

The Freedom Rock had initially been approved to be placed at Veteran’s Memorial Park. However, concern has been raised that it may not be the most appropriate location. Staff has been in discussions with various organizations including Freedom Rock, Beyond the Yellow Ribbon and the American Legion.

A consensus has been reached that the southwest area of Lakeside Park is the best location (maps attached). The rock will be placed near the well house and parking lot. This will allow for convenient parking, access and viewing. Final details will be worked out regarding parking, landscaping and sidewalk should Council approve the location. I attached a picture of a Freedom Rock that was awaiting to be painted (Cedar County Iowa).

Tentative timeline for the project (subject to fundraising):

- Spring/Summer 2020 Place rock
- Summer/Fall 2020 Landscaping/sidewalk/etc.
- Summer/Fall 2021 Paint the rock

Provided are links if any of the Council/Staff would like to review more information on the Freedom Rock Project:

www.facebook.com/TheFreedomRock

<https://www.twincities.com/2019/06/17/lakeville-gets-its-own-freedp,-rpcl-in-time-for-100th-anniversary-of-vfw-post/>

FINANCIAL IMPACT

The City of Big Lake would be the financial holder for this project, and all donations should be written out to the City. The City will be responsible to pay all bills on the project, and a separate project fund will be established in the Veteran Memorial Project Fund. Although this project is expected to be funded entirely by donations and fundraising, an Interfund loan from the Capital Improvement Plan (CIP) Fund may be necessary to complete the project in a timely manner. It is expected that private donations will reimburse the CIP Fund in the future. Public Works will also perform some work in house as schedule allows. This will help minimize costs, ensure schedule and control quality.

STAFF RECOMMENDATION

Staff feels this would be a nice amenity to Lakeside Park and recommends the location within the Park.

ATTACHMENTS

Cedar County Iowa Freedom Rock picture
Lakeside Park Maps (2)

Lakeside Park Location



Near Well House,
Parking Lot
& Sidewalk





AGENDA ITEM

Big Lake City Council

Prepared By: Layne Otteson, P.E. CE/PWD PW20-009	Meeting Date: 2/26/2020	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7E
Item Description: Appointment of Water and Wastewater Operator II Candidate	Reviewed By: Clay Wilfahrt, City Administrator		
	Reviewed By: Deb Wegeleben, Finance Director		

ACTION REQUESTED

Motion to approve the appointment of _____ to fill the vacant Water and Wastewater Operator II position contingent upon a satisfactory background investigations

BACKGROUND/DISCUSSION

The reorganization of the Department has necessitated the need to install the two candidates immediately during the winter season to provide a high level of service. Public Works is understaffed in the Water and Wastewater Division with only 3 operators available for the Water Treatment Plant, Biosolids Facility and the Wastewater Treatment Plant. Staff is also on-call and responding to alarms at lift stations and wells 24/7. This schedule is straining staff and it is vital to expedite the hiring process.

Fortunately, 1 candidate was appointed on February 12 and will start on March 2nd. The interview panel continued the selection process for the 2nd position after the last Council meeting. A second round of interviews during the week of February 17th has resulted in selecting a candidate.

A recommendation from the interview panel will be presented to the City Council at the February 26, 2020 meeting. Upon the offer of employment being accepted by the selected candidates, Staff will provide more information on the chosen candidate along with terms of employment and potential start date.

FINANCIAL IMPACT

The 2020 Public Works Budget includes funding for hiring two Water and Wastewater Operator II positions.

STAFF RECOMMENDATION

Staff recommends that Council consider the appointment of the identified candidate for the vacant Water and Wastewater Operator II position as recommended by the interview panel.

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: Gina Wolbeck, City Clerk	Meeting Date: 2/26/2020	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7F
Item Description: Monthly Department Reports		Reviewed By: N/A	
		Reviewed By: N/A	

ACTION REQUESTED

No Action Required.

BACKGROUND/DISCUSSION

Council has requested to receive verbal updates from Departments on a monthly basis. Due to the number of departments operating the City's business, verbal updates will be given by each department either at the first or second meeting of the month.

Department updates scheduled to be given at the second meeting of the month are as follows:

1. Finance Department
2. Liquor Store
3. Community Development Department

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

N/A