

## AGREEMENT

The parties, for valuable consideration hereinafter stated, this 26 day of April, 2026, by and between the City of Baxter, hereinafter called the "City" and Said Ground hereinafter called the "Contractor" agree as follows:

1. The Contractor hereby covenants and agrees to perform and execute all of the provisions in this Contract, and all its attachments which in total comprise the 2026, 2027, and 2028 City-Wide Contracted Mowing hereinafter referred to as the "Project". The Contract will expire on October 31, 2028. The City reserves the right to award a one-year contract for 2026 in lieu of the three-year 2026, 2027, and 2028 Project as specified above.
2. The Contractor shall abide by the City Code Noise Ordinance. No mowing shall occur between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. The exception to this is the Contractor shall have the ability to mow the commercial and industrial districts during these quiet hours.
3. The City, upon accepting all work done by Contractor, shall pay Contractor in accordance with the hourly price as indicated in the Contractor's Quote, attached hereto as an exhibit, the hourly rate of which is \$ 85 for 2026, \$ 85 for 2027, and \$ 95 for 2028. The weekly estimated hours expected to complete the work is 20 hours. The rates will remain for the entire contract unless otherwise specified in the Contractor's Quote. The scope of the work in this agreement includes a full spring clean up of the interconnect building, 3 water towers, oil dump station, 2 locations on Memorywood Drive, and 28 lift stations. This spring clean up (estimated 60 hours worth of work) shall include: fixing damage caused by plowing snow, repairing/replacing black dirt (provided by the City), and planting grass seed (provided by the City). Also included in the scope is fall clean up (estimated 60 hours worth of work) which includes collection and disposal of leaves from Memorywood Drive locations. Fall clean up is to be completed by October 31<sup>st</sup> each year. Grass clippings are not to be blown onto roadways or into wetlands.
4. Contractor shall indemnify and hold harmless the City from loss, liability, cost or expense (including reasonable attorney's fees) for bodily injury, death and property damage, but only to the extent same are caused by the negligence, misconduct or other fault of Contractor, its agents or employees, which arise out of work performed under this Project. The foregoing provision shall only benefit the City if the City notifies Contractor in writing of such claim within thirty days of same being reported to the City or its representative. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity or causes beyond Contractor's control.
5. Contractor agrees to maintain in effect during the entire Project insurance for Workers' Compensation with statutory limits, and personal injury and property damage with \$1,000,000 combined single limit liability per occurrence. The City shall be named as an additional insured on said policy. Contractor shall furnish to the City a Certificate of Insurance evidencing such coverage and specifying that thirty days prior notice of cancellation shall be sent to the City.

6. Contractor is an independent contractor, and all persons employed to furnish services hereunder are employees of Contractor and not of the City.

7. This Agreement shall inure to, and bind the successors, assigns, agents and representatives of the parties.

8. This agreement contains the entire Agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified, except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.

9. This Agreement shall consist of the following attachments:

- a. This Agreement
- b. Certificate of Insurance
- d. City of Baxter Mowing Map
- e. City of Baxter Noise Ordinance 5-4-2
- h. Contractor's Quote

CITY OF BAXTER:

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

CONTRACTOR:

By Star Mattein - owner  
Contractor's name  
Its: Title

ATTEST

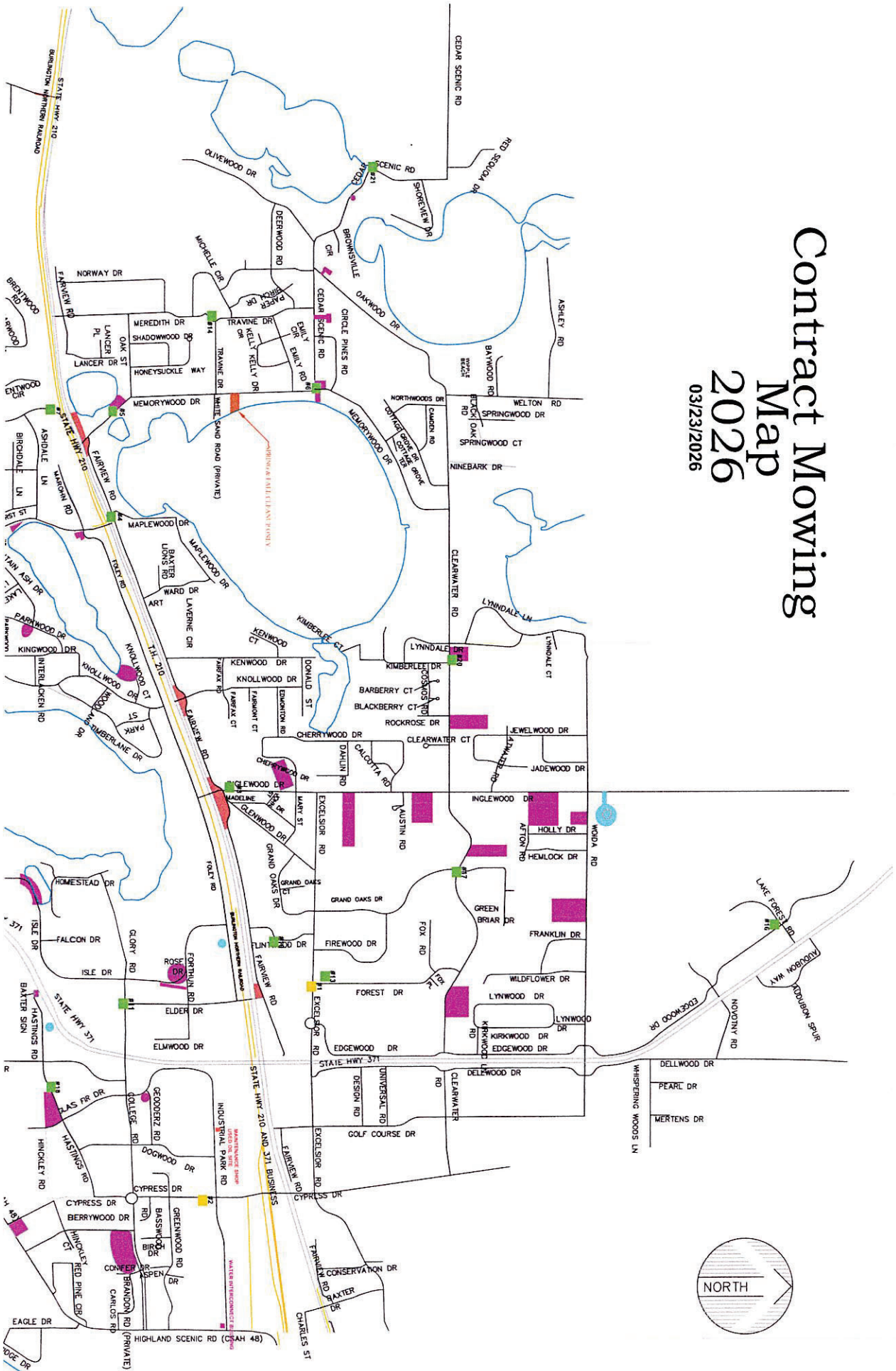
By \_\_\_\_\_  
Kelly Steele  
Its: Assistant City Administrator / City Clerk

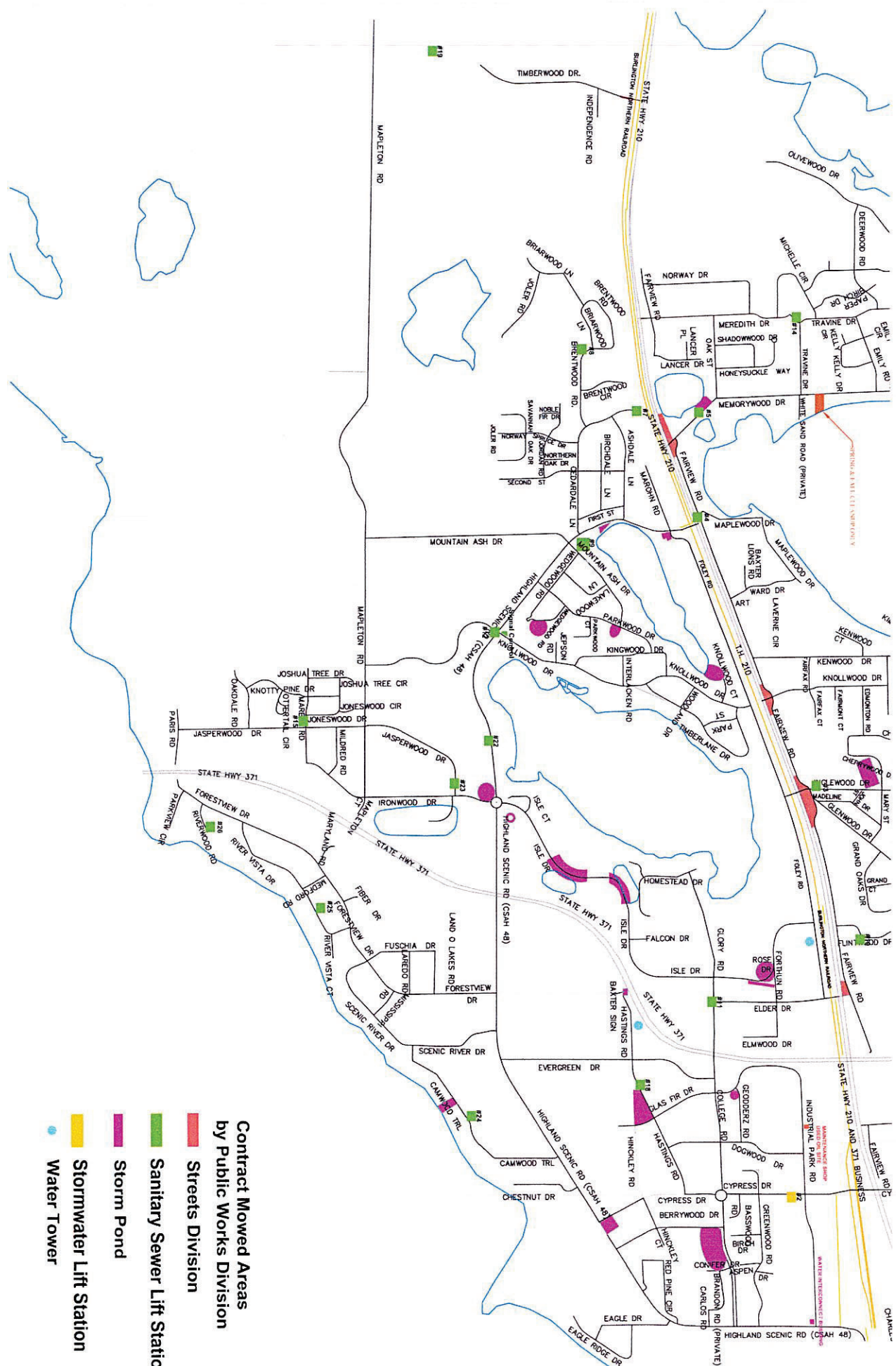
# Contract Mowings

## Map

### 2026

03/23/2026





**Contract Mowed Areas  
by Public Works Division**

- Streets Division
- Sanitary Sewer Lift Station
- Storm Pond
- Stormwater Lift Station
- Water Tower

#### **5-4-2: NOISES PROHIBITED:**

A. General Prohibition: No person shall make or cause to be made any distinctly and loudly audible noise that unreasonably annoys, disturbs, injures, or endangers the comfort, repose, health, peace, safety or welfare of any person or precludes their enjoyment of property or affects their property's value. This general prohibition is not limited by the specific restrictions of the following subsections.

B. Motor Vehicles: These regulations are intended to limit such maximum sound levels to those consistent not only with the physical and mental well being of the people, but also with the safe operation of a motor vehicle:

1. No person shall operate a motor vehicle in the city in violation of the motor vehicle noise limits of the Minnesota pollution control agency.

2. The play, use, or operation of any radio, tape or disc player, musical instrument, phonograph, paging system or other device for the production or reproduction of sound in such a manner as to be plainly audible at a distance of fifty feet (50') from the motor vehicle shall be prima facie evidence of a violation of this subsection. (Ord. 69, 11-7-1996)

3. Due to the flat terrain of Baxter and the loud and unpleasant sound of engine retarder brakes, the use of such brakes is prohibited within the city of Baxter except in emergency situations in which the primary braking system has failed or is inadequate. (Ord. 69.1, 2-6-2001)

C. Horns, Audible Signaling Devices: No person shall sound any signaling device on any vehicle except as a warning of danger as required by Minnesota statutes section 169.68.

D. Exhaust: No person shall discharge the exhaust or permit the discharge of the exhaust of any steam engine, stationary internal combustion engine, motorboat, motor vehicle, or snowmobile except through a muffler or other device that effectively prevents loud or explosive noises therefrom and complies with all applicable state laws and regulations.

E. Defective Vehicles Or Loads: No person shall use any vehicle so out of repair or so loaded as to create loud and unnecessary grating, grinding, rattling, or other noise.

F. Loading, Unloading, Unpacking: No person shall create loud or excessive noise in loading, unloading, or unpacking any vehicle.

G. Radios, Phonographs, Paging Systems: No person shall use or operate or permit the use or operation of any radio receiving set, musical instrument, phonograph, paging system, machine or other device for the production or reproduction of sound in a distinctly and loudly audible manner as to unreasonably disturb the peace, quiet, and comfort of any person nearby. Operation of any such set, instrument, phonograph, machine, or other device between hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. in such a manner as to be plainly audible at the property line of the structure or building in which it is located, in the hallway or apartment adjacent, or at a distance of fifty feet (50') if the source is located outside a structure or building shall be prima facie evidence of a violation of this subsection.

H. Participation In Noisy Parties Or Gatherings: No person shall participate in any party or other gathering of people giving rise to noise, unreasonably disturbing the peace, quiet, or repose of another person. When a police officer determines that a gathering is creating such a noise disturbance, the officer may order all persons present, other than the owner or tenant of the premises where the disturbance is occurring, to disperse immediately. No person shall refuse to leave after being ordered by a police officer to do so. Every owner or tenant of such premises who has knowledge of the disturbance shall make every reasonable effort to see that the disturbance is stopped.

I. Loudspeakers, Amplifiers For Advertising: No person shall operate or permit the use or operation of any loudspeaker, sound amplifier, or other device for the production or reproduction of sound on a street or other public place for the purpose of commercial advertising or attracting the attention of the public to any commercial establishment or vehicle.

J. Animals: No person shall keep any animal that unreasonably disturbs the comfort or repose of persons in the vicinity by its frequent or continued noise. For purposes of this subsection, "disturbs the comfort or repose of persons in the vicinity by its frequent or continued noise" means any one of the following:

1. The animal noise occurs at a time between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. and can be heard from a location outside the building and premises where the animal is being kept, and the animal has made such noises intermittently for more than three (3) minutes with one minute or less lapse of time between each animal noise during the three (3) minute period; or

2. The animal noise can be heard from a one block distance from the location of the building or premises where the animal is being kept, and the animal has made such noises intermittently for more than three (3) minutes with one minute or less lapse of time between each animal noise during the three (3) minute period; or

3. The animal noise can be heard from a location outside the building and premises where the animal is being kept, and the animal has made such noises intermittently for a period of at least five (5) minutes with one minute or less lapse of time between each animal noise during the five (5) minute period.

K. Schools, Churches, Hospitals: No person shall create any excessive noise on a street, alley, or public grounds adjacent to any school, institution of learning, church, hospital, nursing home or home for the elderly when the noise unreasonably interferes with the working of the institution or disturbs or unduly annoys its occupants or residents and when conspicuous signs indicate the presence of such institution. (Ord. 69, 11-7-1996)