

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2026, by and between Bell Bank, Inc. a North Dakota Corporation (“**Developer**”) and City of Baxter, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota (“**City**”).

WITNESSETH:

WHEREAS, the Developer has submitted a financial guaranty in the form of a _____ attached hereto as **Attachment A** from _____, whose address is _____ in the amount of \$ _____ (125% of the Construction Contract Amount of the “Municipal Portion” (defined below) as detailed on **Attachment B** attached hereto) issued to the City for the platting and development of Lot 1, Block 1, Bell Bank Addition to Baxter, in the City of Baxter, Crow Wing County, Minnesota, attached hereto as **Attachment C** hereinafter referred to as the “**Project**”; and

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

WHEREAS, the Development include the construction and installation of a concrete median on Clearwater Road, and complete roadway repair of Clearwater Road and Golf Course Drive (hereinafter collectively referred to as the “**Publicly Installed Improvements**”) (collectively Private Improvements and Public Improvements are “**Improvements**”); and

WHEREAS, the Developer will construct the Improvements pursuant to the terms of this Agreement and as described in Sheets C1.01 through C10.01 (18 sheets total), Construction Plans and Specifications for Bell Bank dated 07/09/2026, and prepared by Christopher J. Dahn, a copy of which is attached hereto as **Attachment D**, and pay for all related costs, including any reasonable costs incurred or to be incurred by the City for engineering, legal and administrative services related to the Privately Installed Improvements; and

WHEREAS, in anticipation of the Project, the City has received from the Developer an Engineer’s Estimate or Contractor’s Bid from _____ in the amount of \$ _____ for completion of certain Project related improvements as detailed on **Attachment B** attached hereto, and has had said estimate, plans, and specifications reviewed and approved by the City Engineer, the Utilities Commission and the City Council; and

WHEREAS, the City has approved the final plat of Bell Bank Addition to Baxter (“**Plat**”) subject to certain conditions. All conditions contained in the Resolution for the Final Plat shall be considered a condition of this Agreement; and

WHEREAS, the Developer will construct all Improvements pursuant to the terms of this Agreement and will pay for all related costs, including any costs incurred or to be incurred by the City for engineering, legal and administrative services related to the Project, except for those costs expressly allocated to the City under the terms of this Agreement.

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

1. Authority of Developer. The Developer warrants and represents that Developer is the sole owner of and has marketable title to the property to be developed for all Privately Installed Improvements except as stated in Section 1 above, and except for the “Municipal Portion” (defined in Section 5 below) of the Privately Installed Improvements and has the authority to enter into this Agreement.

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

3. Restoration. Right-of-way restoration of Clearwater Road and Golf Course Drive shall be in accordance with City specifications as detailed in **Attachment I** Right-of-way Restoration.

4. Surety. Upon execution of this Agreement by the parties, the Developer shall deposit with the City a Performance and Surety Bond (**See Attachment A**) reasonably acceptable to the City in the amount of One Hundred Twenty Five percent (125%) of the Construction Contract Amount (**See Attachment B**) for the Municipal Portion of the Improvements. This surety shall be provided to the City prior to commencement of any development activities. Said surety shall be released by the City upon acceptance of the Project by the City and once a one-year Warranty Bond has been assigned to the City.

5. As-Built Plans. The Developer shall complete as-built plans for that portion of the Improvements consisting of the water lines, sanitary sewer lines, all of which shall be installed in public rights-of-way or publicly dedicated easements owned or controlled by the City (collectively the “**Municipal Portion**”), and submit them in electronic format in “.dwg file form” at the Developer’s expense. As-built plans shall include a complete set of plans depicting what was actually built and shall include all valves, hydrants, curb stops, sewer manholes, sewer clean-outs, and sewer service ends with a corresponding table showing County Coordinates on each item. Further plans shall include all storm sewer manhole, inverts, overflows, outflows, catch basins, cleanouts, and storm water ponds with elevations and a corresponding table showing County Coordinates on each item for all of the Improvements on Lot 1, Block 1, Bell Bank Addition to Baxter showing 1-foot contours, percentage of pervious, impervious, Class 5 surfaces and Bench Marks and control points within two months of substantial completion. Upon written confirmation by the City, the deadline for submitting such plans may be extended to the end of the one-year warranty period. The Performance and Surety Bond may be reduced as set forth in paragraph 11 below up to 90% of said amount; provided, however, the Performance and Surety Bond shall not be released until as-built drawings are submitted to the reasonable satisfaction of the City.

6. Reimbursement for City costs.

- A. GIS System.** The Developer shall reimburse the City for its reasonable costs related to incorporating the Public Improvements into the City's GIS system as set forth in Attachment J.
- B. Pavement Striping.** The Developer shall reimburse the City for its reasonable costs related to removing pavement striping and completion of pavement marking on Clearwater Road. The City's estimate for the total cost of these charges is \$_____.

7. Engineer Inspections. The Developer agrees that all construction of the Municipal Portion of the Improvements, shall be inspected by the City Engineer or their designee. The Developer shall reimburse the City for all inspection costs related to said Municipal Portion ensuring that they are constructed to City specifications. The City has designated SEH to inspect construction of the Municipal Portion full time at an hourly rate of \$_____ for a total estimated construction inspection cost of \$_____.00, the estimated is attached hereto as **Attachment J**.

8. Utility Easements. The Developer shall dedicate drainage and utility easements as shown on the final plat.

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

- A. All surveying, platting and recording requirements normally and customarily required by the City;
- B. Survey services to establish vertical and horizontal control and alignment points and staking for the placement of main line sanitary sewer, storm sewer and water main;
- C. Electricity, telephone, gas and cable television installations;
- D. Monumentation of lot corners;
- E. Plans and specifications for the Privately Installed Improvements;
- F. Payment of all fees, permits, licenses and recording fees;
- G. Erosion control in accordance with MPCA guidelines;
- H. All other items or site improvements necessary and incidental to completion of the Project;
- I. Lot grading, including stabilization and erosion controls;

- J. Municipal Water mains, gate valves, curb stops and fire hydrants;
- K. Municipal Sanitary sewer mains and manholes;
- L. Private topsoil, sod, seeding, and mulching of street right of way (only for that part disturbed as part of the construction of the Privately Installed Improvements); and
- M. Construct and maintain a 100-year storm water drainage system serving Lot 1, Block 1, Bell Bank Addition to Baxter affected by the Privately Installed Improvements. The Developer shall be responsible for any sediment and erosion that is caused by the over land, overflow system from the 100-year storm water infiltration basins to the City or discharge to any public water way systems.

10. City Acceptance. The City agrees that the Municipal Portion of the Improvements when fully constructed and approved for acceptance by the City Engineer, Baxter Utility Commission and City Council shall become part of the municipal utility, owned and/or controlled by the City. Developer agrees that it or its contractor(s) will carry a performance bond to warranty the Municipal Portion of the Improvements installed per this Agreement for a warranty period of one (1) year after completion of the Project by the City. Developer agrees to assign the bond to the City after all Improvements and Project related activities are completed to the reasonable satisfaction of the City, whereupon the City will indicate its acceptance of the Improvements. The assignment shall extend to the City all rights and ability to have the Developer's general contractor perform any required warranty work. If a bond cannot be assigned, the Developer agrees to extend surety for the one-year warranty period at an amount equal to the final construction price of the Municipal Portion plus ten percent (10%) and, in that event, the City shall not accept the Municipal Portion until the end of said warranty period. The City reserves the right to extend the time frame for acceptance of the Project if any problems with the Improvements are not resolved. The City shall promptly inspect such improvements following completed Asbuilt Plans as outlined in section 5 and completion and issue notice of acceptance thereof to the Developer in compliance with this Agreement and, if reasonably possible, within ninety (90) days of receipt of Developer's notice of completion. Following the City's acceptance of such Municipal Portion of the Improvements, Developer shall have no responsibility with respect to the routine maintenance of such Municipal Portion of the Privately Installed Improvements, except for any warranties during any warranty periods as expressly set forth herein. Notwithstanding the previous sentence, Developer shall remain liable to the City for actual, reasonable costs incurred by the City for performance of non-routine and emergency work on the Municipal Portion of the Privately Installed Improvements, pursuant to the Construction Repair and Maintenance Agreement between the City and Developer for the Project.

11. Bonds/Surety. The Developer shall provide the City a copy of the contractor's Performance and Surety Bond prior to starting any construction activities. The Developer agrees that the City may exercise its right to utilize surety to complete the Municipal Portion of the Improvements in event of default hereunder and Developer's failure to cure following ten (10) days written notice, to mitigate any public hazard created by the Municipal Portion of the Improvements or to compensate the City for any unpaid costs it incurs related to the construction of the Municipal Portion.

As Project costs and City expenses are paid by Developer, the City will allow a reduction in the surety bond or cash escrow account herein above provided for in an amount as reasonably determined by City so as to provide sufficient security for the performance of all terms and conditions provided for herein. In no case shall surety be reduced to less than actual construction cost of the Municipal Portion until the City accepts the Project.

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

- A. Sewer Availability Charge (SAC) (\$3,400 per each unit); and
- B. Water Availability Charge (WAC) (\$3,100 per each unit).

The SAC and WAC fees will be payable at such time as a building permit is requested from the City. The total cost of SAC and WAC charges is \$_____ and is attached hereto as **Attachment K**.

13. RESERVED.

14. Monuments. The Developer shall place iron monuments at all lot corners and at all other angle points on boundary lines for the Plat. Such iron monuments shall be placed after all streets and lawn grading has been completed in order to preserve the lot markers for future property owners. More monuments may be required by the City Engineer to service the area.

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

16. Payment of City Fees. The City shall not execute this Agreement until the Developer has paid all fees for this Project as described in this Section 16 below. Prior to execution of this Agreement, the City shall present Developer with estimated costs for engineering inspections and observation, legal or administrative costs incurred by the City to review the construction of the Privately Installed Improvements. The estimated fees for any engineering costs are as set forth in Sections 6 and 7 above. All other fees due the City for any legal or administrative fees are estimated at \$_____ as shown on **Attachment L** attached hereto. These fees shall also be due upon execution. Upon completion of the Project, the City shall refund to Developer any remaining funds if the actual costs were lower than estimated. If the actual costs exceed the estimates, the City shall bill the Developer for this surplus and the bill shall be paid by Developer within 30 days. No interest shall accrue on any monies held by the City pursuant to this Section 16. If any bill due to the City is unpaid after 30 days, a one-time late fee shall be assessed equaling 5% of the unpaid balance and additional late fees at the rate of 1.5% per month shall be assessed for each month thereafter. If after multiple attempts to collect any outstanding bill(s) at the completion of the Project, a bill(s) remains unpaid, the Developer agrees the City may certify the outstanding balance, with certification fees and interest, to property included in the Plat, for collection by the county on the following year's property taxes. The Developer, or its successors,

further agrees that when said assessment is levied it will not appeal or challenge this assessment amount and waives any notice of hearing related to adopting said assessment.

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

18. Certificate of Occupancy. The following minimum improvements (as applicable) must be completed and accepted by City before issuance of a certificate of occupancy:

- A. Water drainage controls, water mains, water and sewer lot services, fire hydrants.
- B. Compliance with all other normal building permit requirements and policies of City, including payment of sewer and water hook-up charges and availability charges.
- C. Installation of all electricity, telephone, gas, lot monumentation and street and traffic signs.

19. Miscellaneous. This Agreement shall inure to the benefit of and shall be binding upon the Developer and the City and their respective successors, agents and assignees, and shall be binding upon all future owners of all or any part of the Plat and shall be deemed covenants running with the land. However, nothing in this Agreement, expressed or implied, shall give to any other person or entity any benefit or legal or equitable right, remedy or claim under this Agreement. This Agreement, at the option of the City, may be placed on record with the County Recorder so as to give notice hereof to subsequent purchases and encumbrances. After the Developer has completed the work required of it under this Agreement, at the Developer's request the City will execute and deliver to the Developer a recordable release of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

CITY:

By: _____
Darrel Olson
Its Mayor

By: _____
Kelly Steele
Its Asst. City Administrator/City Clerk

RATIFIED AND APPROVED BY THE CITY COUNCIL OF BAXTER, MINNESOTA, THIS _____ day of _____, 2026.

By: _____
Darrel Olson
Its Mayor

By: _____
Kelly Steele
Its Asst. City Administrator/City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Darrel Olson and Kelly Steele, the Mayor and Assistant City Administrator/City Clerk of the City of Baxter, a municipal corporation under the laws of Minnesota, on behalf of the corporation.

Notary Public

DEVELOPER:

BELL BANK, INC.

By: _____

Print Name:

Its:

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that s/he is the _____ of Bell Bank, Inc., a North Dakota Corporation, on behalf of the entity.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Baxter
13190 Memorywood Dr.
Baxter, Minnesota 56425
218/454-5100

SCHEDULE OF ATTACHMENTS

ATTACHMENT A	Financial Guaranty documents
ATTACHMENT B	Engineer's Estimate prepared by _____ for Construction of Municipal Portion of Privately Installed Improvements
ATTACHMENT C	Plat – Bell Bank Addition to Baxter
ATTACHMENT D	Construction Plans and Specifications for Sanitary Sewer, Water, Storm Sewer, Roadway Repairs, Grading, Drainage and Erosion Control dated July 9, 2026, prepared by Widseth
ATTACHMENT E	Sanitary Sewer Standard Construction Drawings
ATTACHMENT F	Sanitary Sewer Specifications
ATTACHMENT G	Watermain Standard Construction Drawings
ATTACHMENT H	Watermain Specifications
ATTACHMENT I	Right-of-way Restoration
ATTACHMENT J	City Estimated Inspection Costs
ATTACHMENT K	Detail of SAC/WAC Fees
ATTACHMENT L	Detail of Legal, Administrative and Other Fees Due City

ATTACHMENT A

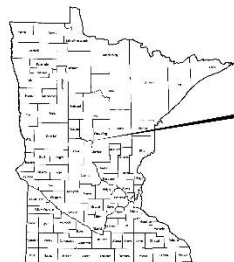
ATTACHMENT B



WIDSETH

ATTACHMENT D

BELL BANK
BAXTER, MN
JULY 2026



PROJECT LOCATION
CITY OF BAXTER, CROW WING COUNTY, MINNESOTA



SHEET INDEX TABLE	
SHEET NUMBERS	SHEET TITLE
C1.01	TITLE SHEET
C1.02	LEGEND SHEET
C2.01	TRAFFIC CONTROL PLAN
C3.01 - C3.06	DETAILS
C4.01	DEMOLITION PLAN
C5.01	SITE PLAN
C6.01 - C6.03	UTILITY PLAN
C7.01	SWPPP NARRATIVE
C8.01	GRADING PLAN
C9.01	PLAN & PROFILE
C10.01	EROSION CONTROL PLAN

THIS PLAN CONTAINS 18 SHEETS

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MAP DESCRIPTION: PARTIAL MAP OF BAXTER, CROW WING COUNTY, MINNESOTA

THIS PLAN SET CONTAINS COLOR GRAPHICS. BLACK AND WHITE PRINTS ARE NOT OFFICIAL SIGNED DOCUMENTS.

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • PLANNERS

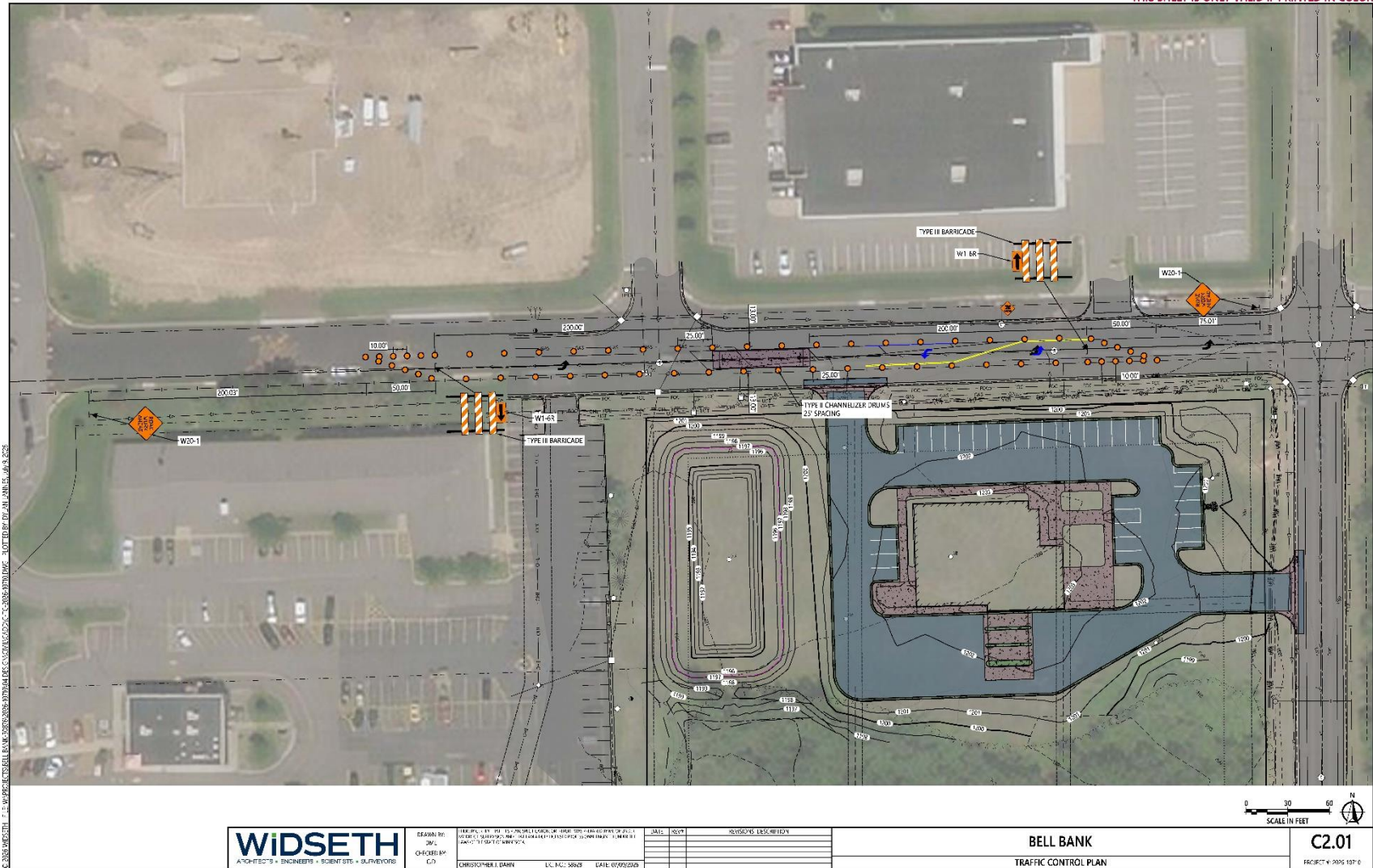
DESIGNED BY:
20/6
CHECKED BY:
CJA

PROJECT NO.: 2026-0066
PROJECT NAME: BELL BANK
SHEET NO.: C1.01
DATE: 07/01/2026

DATE	REVISION

BELL BANK
TITLE SHEET

C1.01
PROJECT # 2026-0066



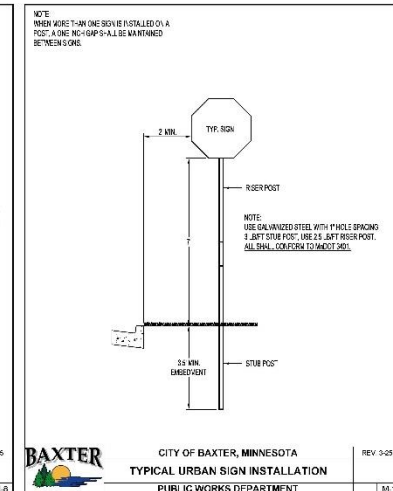
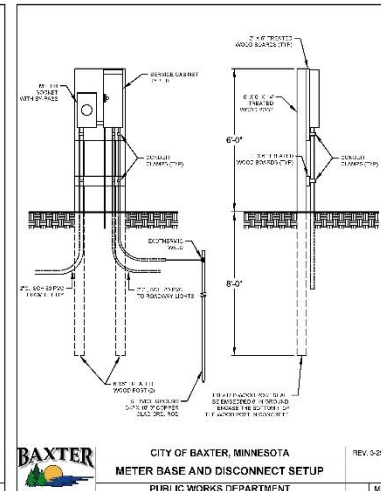
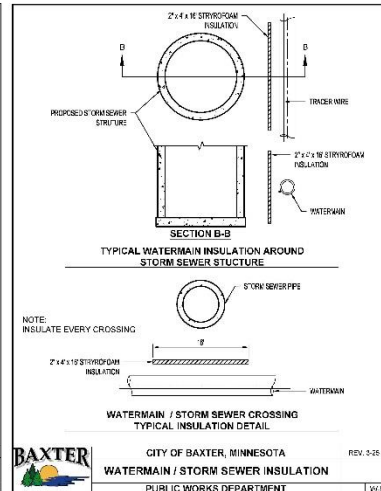
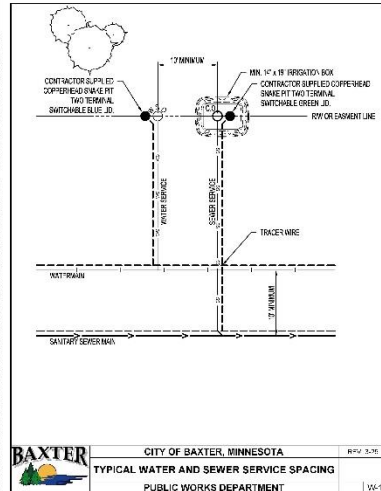
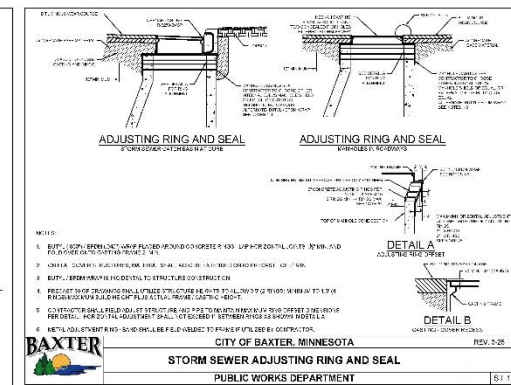
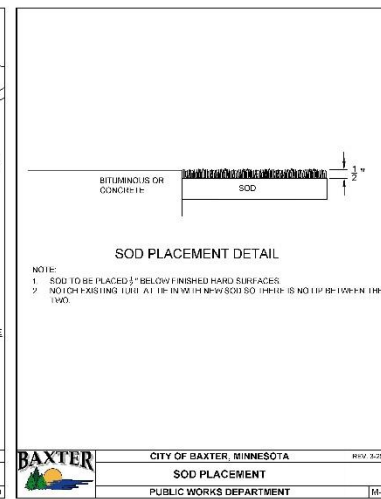
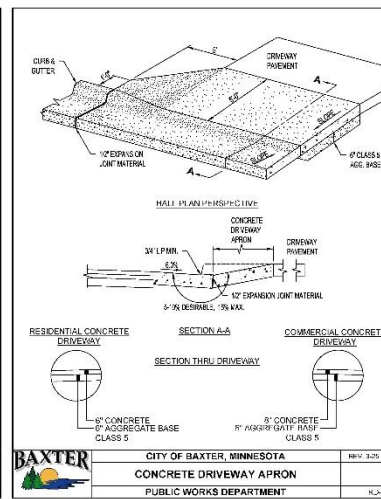
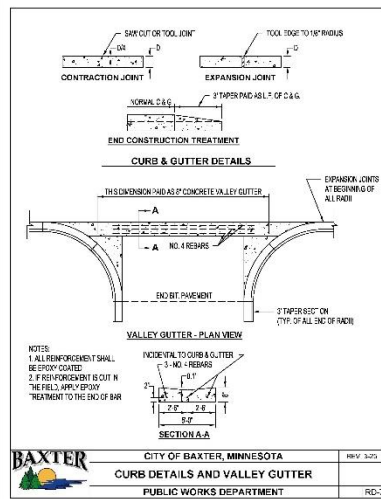
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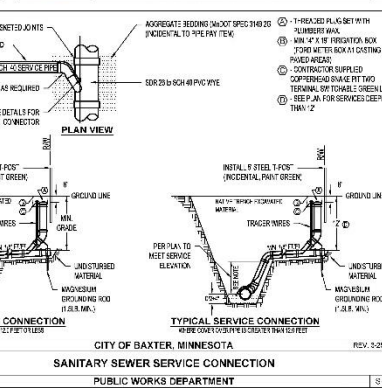
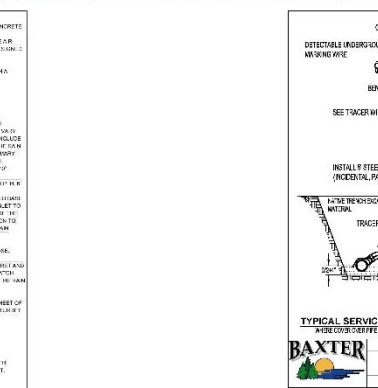
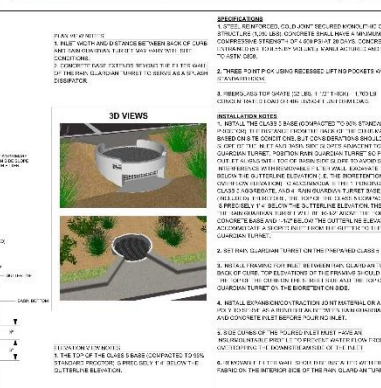
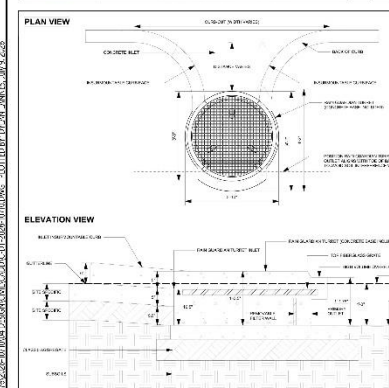
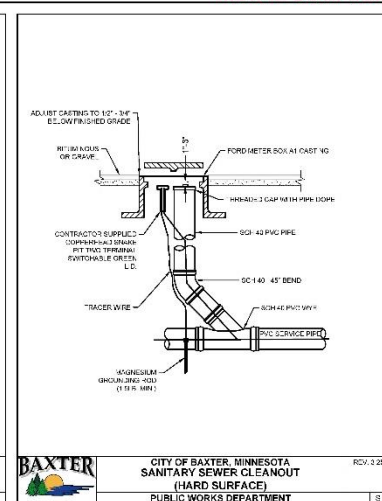
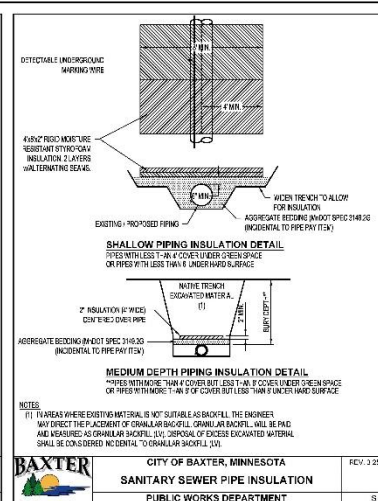
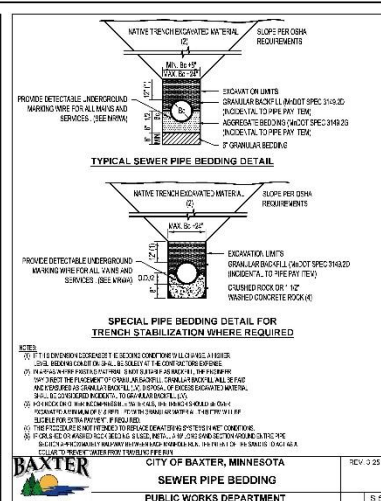
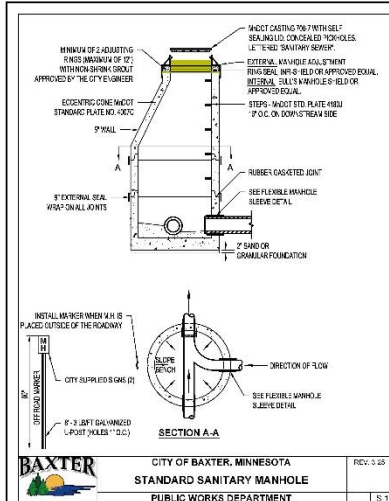
DRAWN BY: JACOB L. BARNETT
CHECKED BY: C.J. BARNETT
DATE: 07/20/2020

DATE	REVISION	DESCRIPTION

BELL BANK
TRAFFIC CONTROL PLAN

C2.01
PROJECT # 2005 107-0





WIDSETH

ARCHITECTS • ENGINEERS • DESIGNERS • SURVEYORS

REV	BY	DATE	DESCRIPTION
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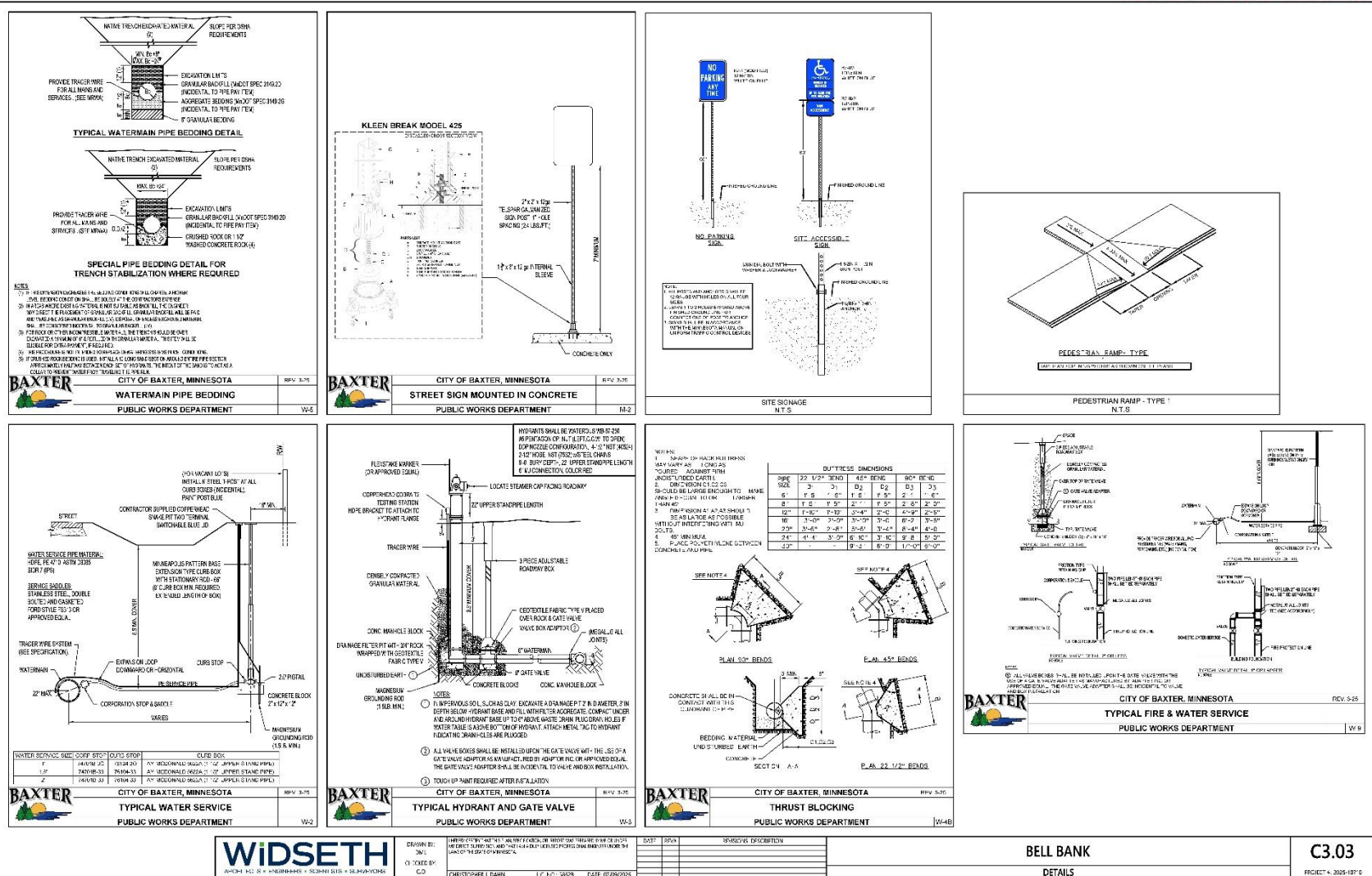
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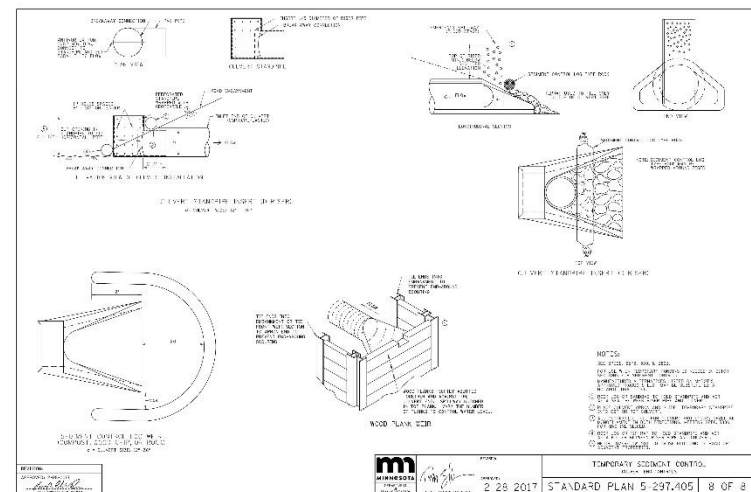
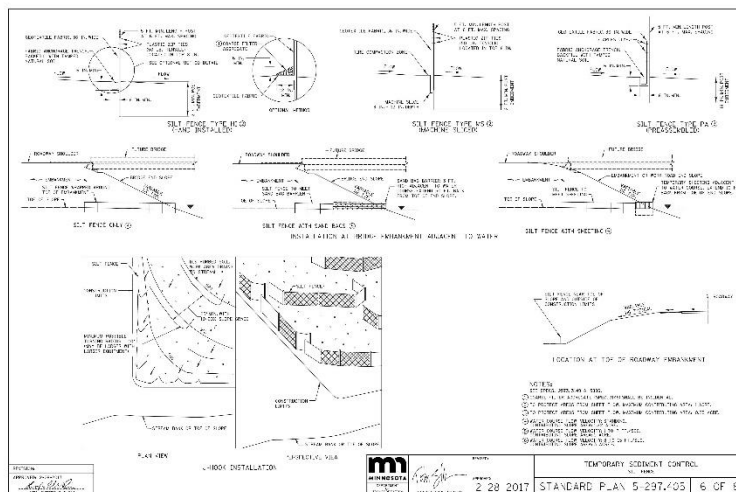
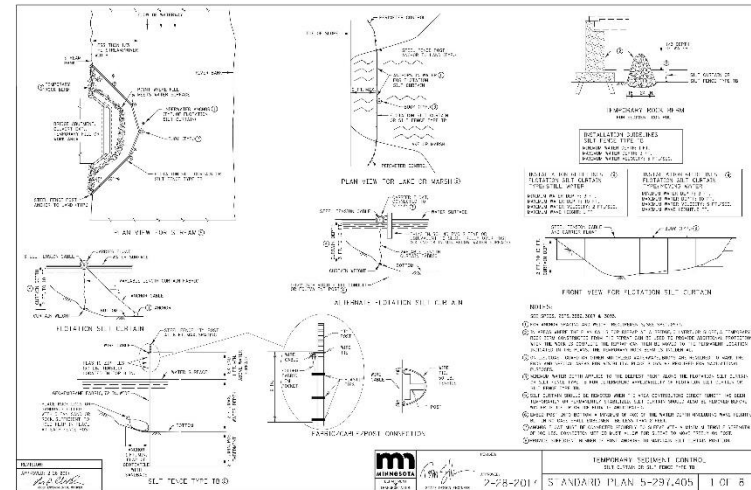
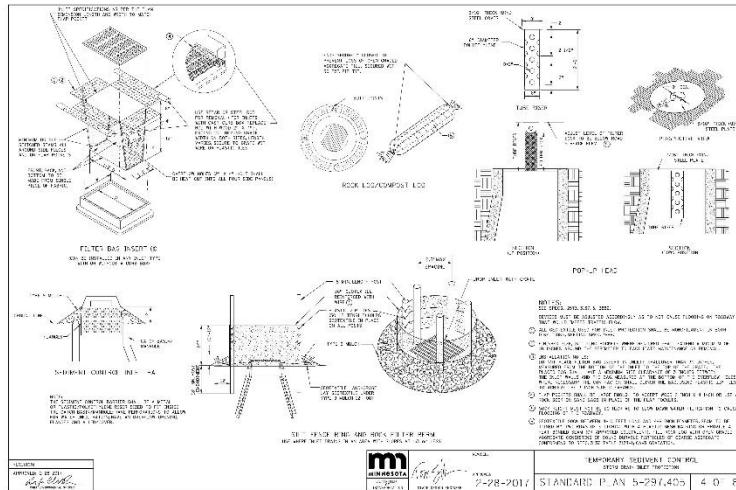
BELL BANK

DETAILS

C3.02

PROJECT NO. 2025-10-0





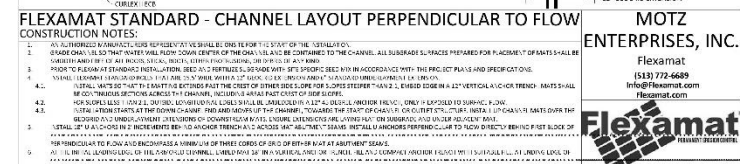
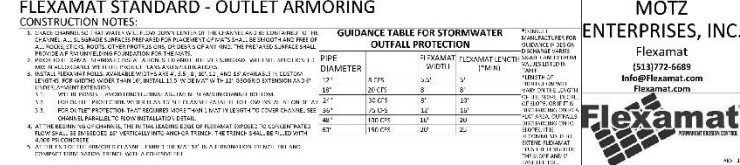
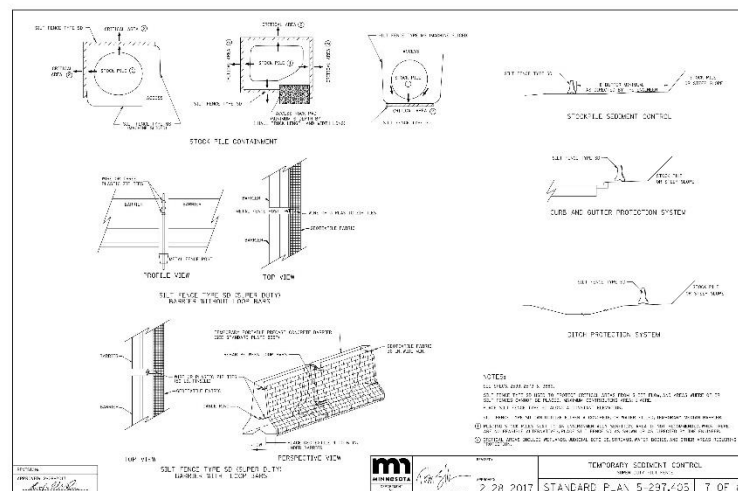
WIDSETH
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DRAWN BY: CML
CHECKED BY: LAB
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PROJECT: 2017-0000
SHEET: 2017-0000

DATE	REV	REVISION DESCRIPTION

BELL BANK
DETAILS

C3.04
PROJECT: 2017-0000

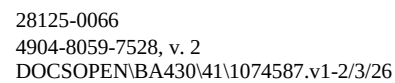


MOTZ ENTERPRISES, INC.
Flexamat
(513) 772-6689
Info@Flexamat.com
flexamat.com

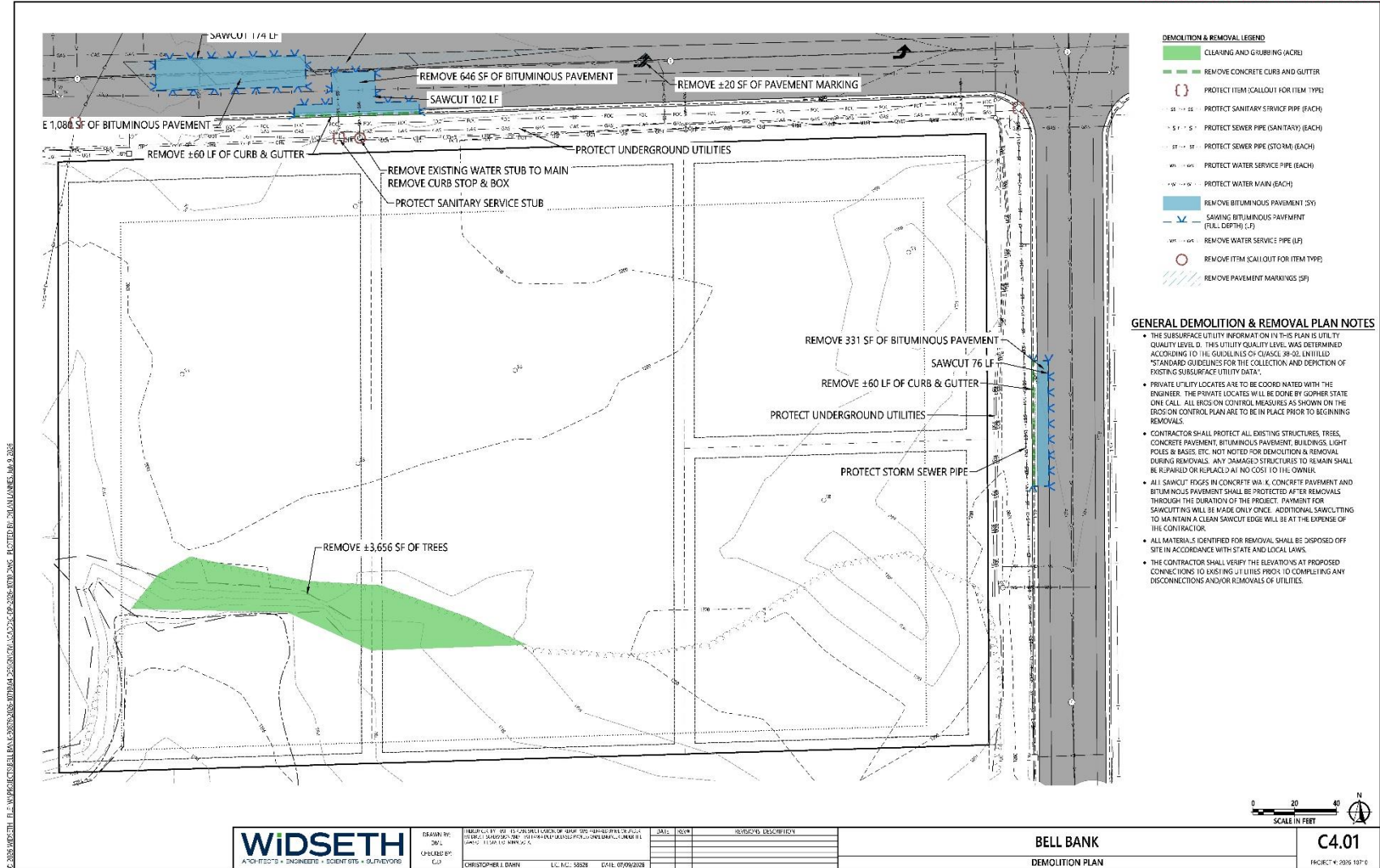
Flexamat
FLEXAMAT® FLOOR COVERING

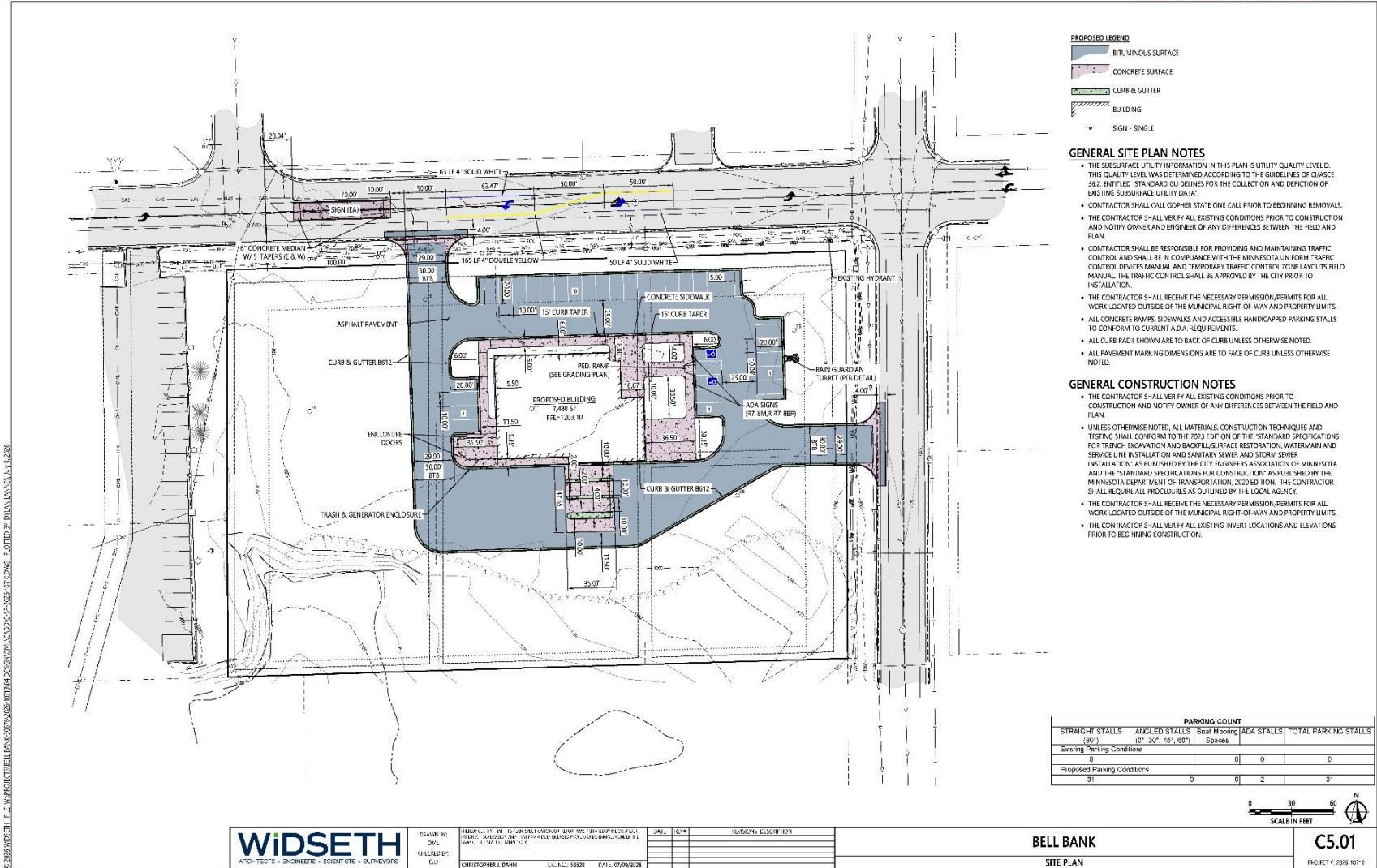
DRAWN BY: DML CHECKED BY: CJD	I HEREBY CERTIFY THAT THIS PLAN SPECIFICALLY ON OR SUBJECT MATTER PROVIDED BY ME OR UNDER MY DIRECT SUPERVISION ON OR IN ACCORDANCE WITH THE CURRENT PROFESSIONAL ENGINEERING PRACTICE ACTS OF THE STATE OF NEW YORK. CHRISTOPHER J. DAHN J.C. NO.: 58626 DATE: 07/08/2026
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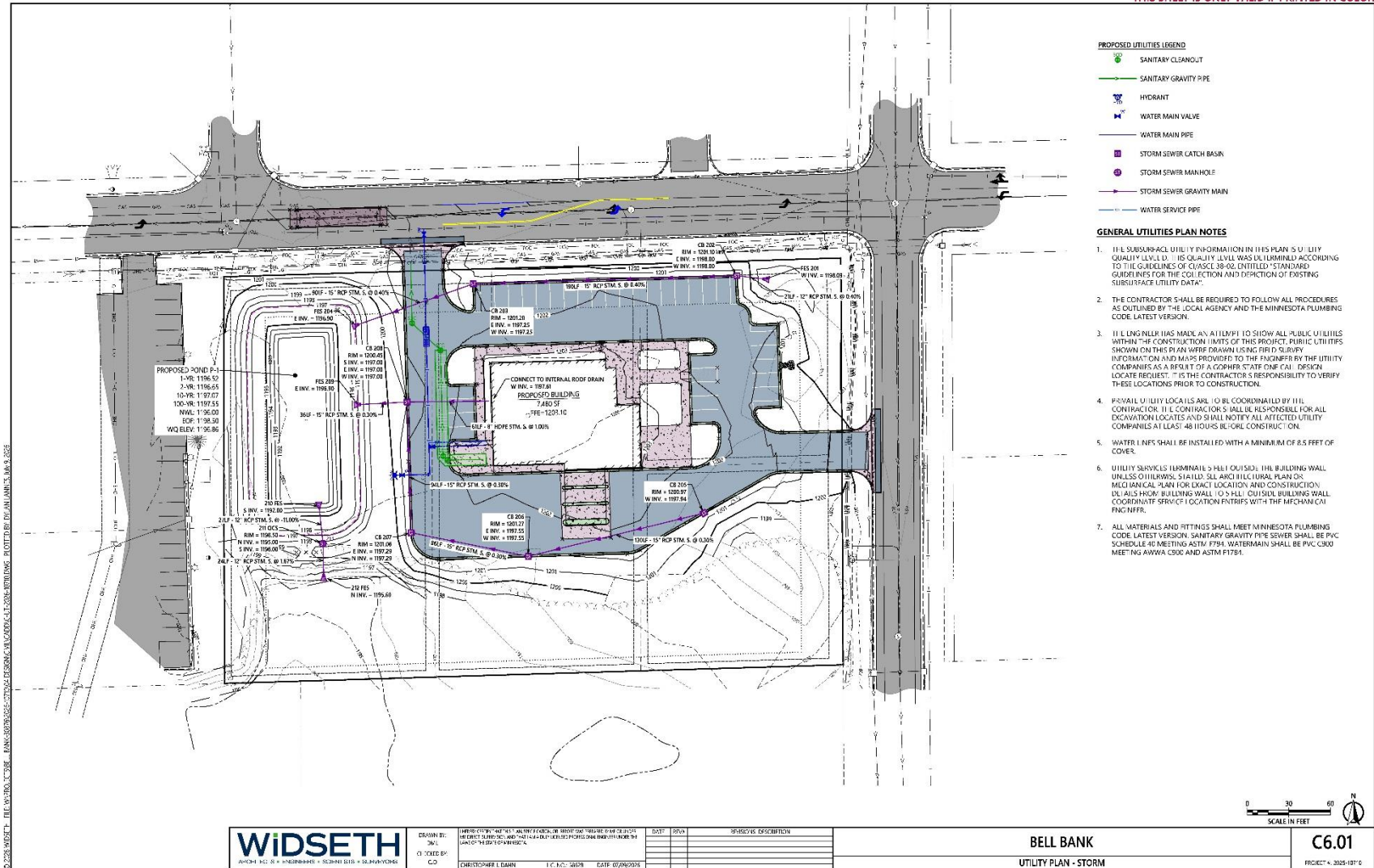


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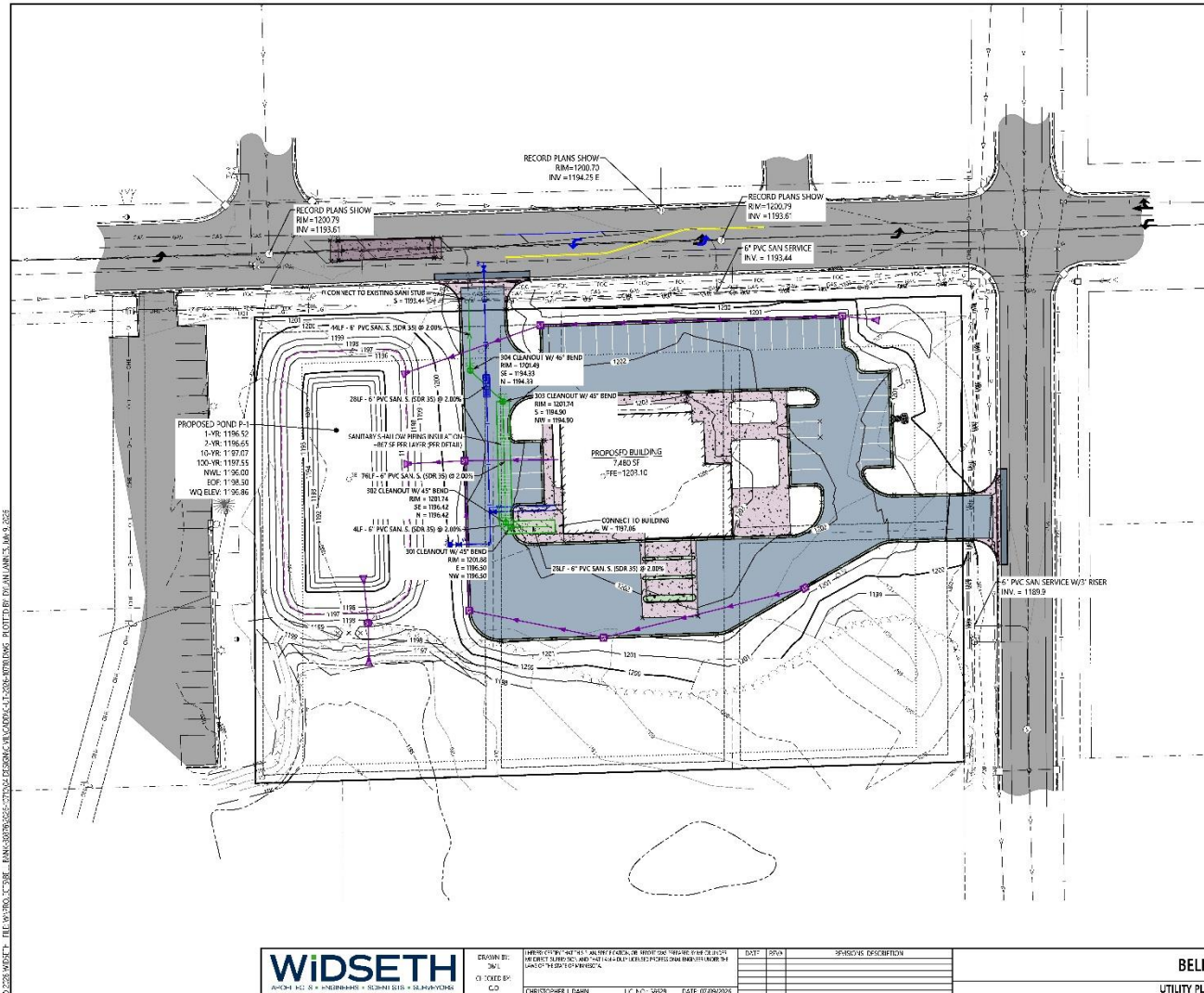




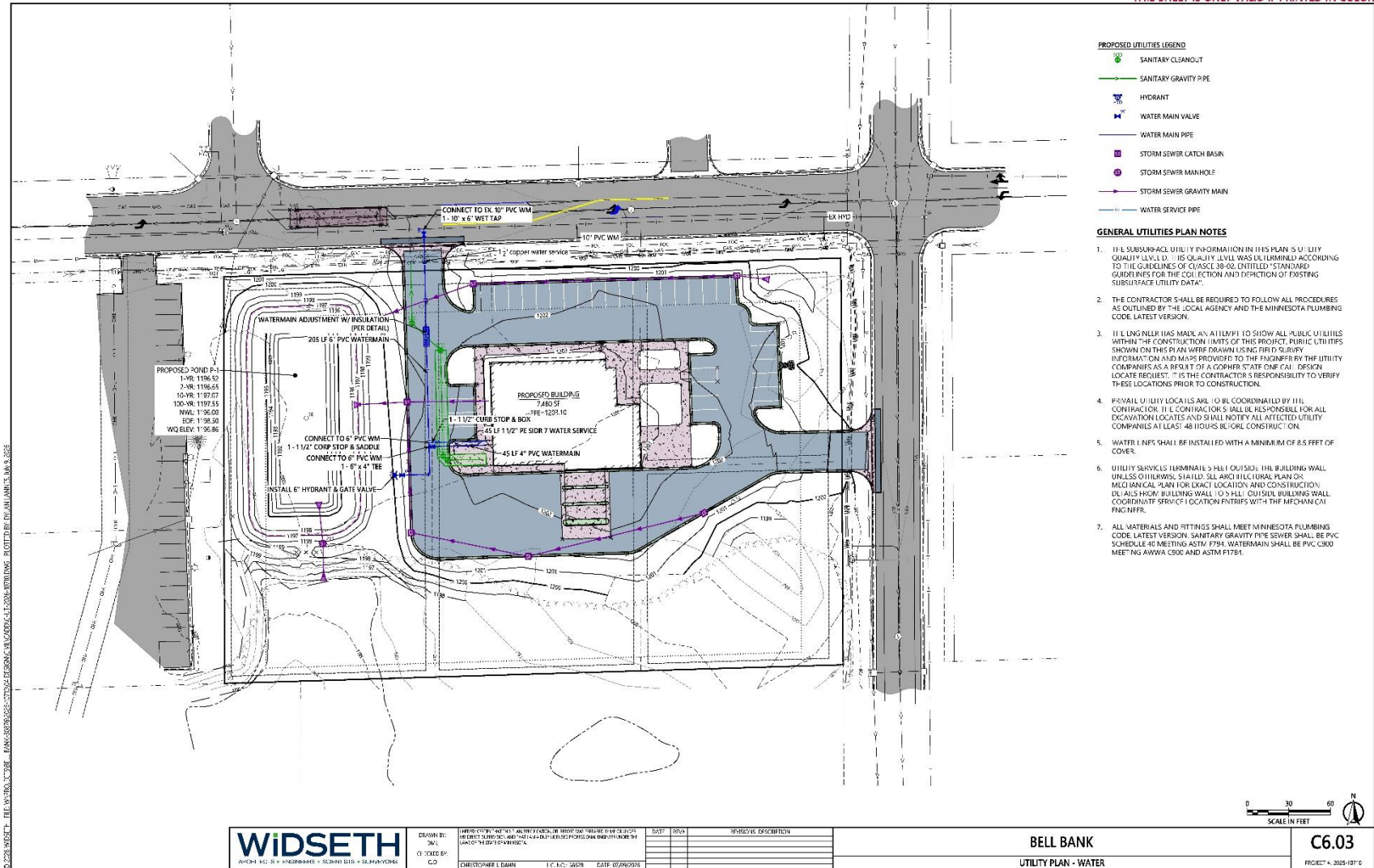
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1. THE SUBSAMPLING UTILITY INFORMATION IN THIS PLAN'S UTILITY QUALITY LEVEL D IS ITS QUALITY LEVEL HAS BEEN LIMITEDLY ACCORDING TO THE GUIDELINES OF THE 2006 AUSTIN UTILITY QUALITY SURVEY GUIDELINES FOR THE COLLECTION AND DETERMINATION OF POSTING SURFACE UTILITY DATA."
2. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY AND THE MINNESOTA PLUMBING CODE FOR THIS VERSION.
3. THE ENGINEER HAS MADE AN ATTEMPT TO SHOW ALL PUBLIC UTILITIES WITHIN THE CONSTRUCTION LIMITS OF THIS PROJECT. PUBLIC UTILITIES SHOWN ON THIS PLAN WERE DRAWN USING SURVEY DATA AND FIELD OBSERVATIONS AND MAY NOT BE THE SAME AS THE UTILITY COMPANIES AS A RESULT OF A COPIER'S STATE OF CHARGE DESIGN LOAD REQUEST. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS PRIOR TO CONSTRUCTION.
4. PRIVATE UTILITY LOCALS ARE NOT GOVERNED BY THE CONSTRUCTION OF THE CONSTRUCTION OF THE CONSTRUCTION OF ALL DEVIATION LOCATIONS AND SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AT LEAST 48 HOURS BEFORE CONSTRUCTION.
5. WATER LINES SHALL BE INSTALLED WITH A MINIMUM OF 8 FEET OF COVER.
6. UTILITY SERVICES (TORMAN'S) HELT OUTSIDE THE BUILDING WALL, UTILITY SERVICES, SHALL BE SHOWN AND THE UTILITY SERVICES, MINNESOTA PLAN FOR EXACT LOCATION AND CONSTRUCTION. DIAL FROM BUILDING WALL TO EXIST OUTSIDE BUILDING WALL CONSTRUCTION (SPRINT) LOCATIONS FOR THE CONSTRUCTION OF THE CONSTRUCTION.
7. ALL MATERIALS AND FITTINGS SHALL MEET MINNESOTA PLUMBING CODE LATEST VERSION. SANITARY GRAVITY PIPE SHALL BE PVC. SANITARY METRIC PIPE SHALL BE PVC. WATER MAIN SHALL BE PVC. MEETING AN AASV CODE AND ASTM P778.



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GENERAL CONSTRUCTION ACTIVITY

Project Name: **BELL BANK**

Project Location:
Piles 4030526, 4030528, 4030537, 4030538 (SW of intersection of Clearwater Rd & Golf Course Dr)
Baxter, MN 56425
Crow Wing County
4030526 - 94-250972

Project Description: The project consists of mass grading, construction of a building, construction of a parking lot, construction of wet sedimentation basin, utility installation, full establishment.

The existing site consists of meadow area with no existing impervious area. The existing grades of the site generally slopes from north to south.

The overall grading and storm water runoff will be changed to adjust for the proposed site. Runoff will be directed to the proposed wet sedimentation basin to the west, and ultimately be directed to the south in the existing wetland. The total impervious of the site being disturbed is shown below.

Seeding, mulch, and fertilizer will be used for temporary and permanent stabilization. Fertilizants and other chemicals are not anticipated to be used on this project.

Total acres of disturbed area = 2.30 acres
Pre-construction acres of impervious surface = 0.14 acres (Wetland Area)
Post-construction acres of impervious surface = 1.40 acres (includes Wetland Area)
Total new acres of impervious surface = 1.30 acres

RECEIVING WATERS

There are no surrounding impaired waters within 1 mile of the project.

Wetland areas will be protected with double row silt protection, which may include silt fence, bio-ri, or earthen berms. Draining ditches and construction exits will be established where needed. All disturbed areas will be covered with turf (seed, mulch, and fertilizer).

PROJECT CONTACTS

Owner:
Contact Name:
Address:
Phone:
Email:

Contractor:
To be determined
Contact Name:
Address:
Phone:
Email:

SWPPP Designer:
Widseth, Inc.
Dylan Lammes, EIT
13076 1st Street
Bemidji, MN 55308
763-372-8147
dylan.lammes@widseth.com
(UHN Looker and Stormwater Management Design of
Construction SWPPP certification expires May 31, 2029)

Site Manager / Contractor's Erosion Control Supervisor:

Name:
Training Dates:
Inspector(s):
Content/Hours:

BMP Installer:

Name:
Training Dates:
Inspector(s):
Content/Hours:

Other:
MPCA Staff:
Name: Toli Roth
Phone: 307-236-2651
Email: toli.roth@mstate.mn.us
State Duty Officer:
800-422-0766
651-649-5451

SOILS INFORMATION

According to the NRCS Web Soil Survey, soils on site primary consist of Louisa Barre - Quica complex, 0 to 6 percent slopes & Barre - Urban land complex, 0 to 3 percent slopes.

SUMMARY OF OTHER SWPPP REQUIREMENTS IN PROJECT PLANS

DESCRIPTION	SHEET NAME	SHEET NUMBER
Construction limits and project phasing	SITE PLAN	C5.01
Existing and final grades, direction of flow	GRADING PLAN	C8.01
Locations of impervious surfaces	SITE PLAN	C5.01
Standard erosion control construction details	CIVIL DETAILS	C3.01 - C3.09
Locations and types of all temp. and perm. erosion prevention and sediment control items	EROSION CONTROL PLAN	C10.01
Estimated quantities of eros control items	EROSION CONTROL PLAN	C10.01

SEDIMENT AND EROSION CONTROL PRACTICES:

The contractor/ECS is responsible for the sediment and erosion control practices contained in the NPDES permit. Sediment control practices must be installed on all down gradient properties before any up gradient land disturbing activities begin. These practices must remain in place until Permit Termination Conditions have been established.

The timing of installation of sediment control practices may be adjusted to accommodate short-term activities, such as clearing and grubbing or passage of vehicles. Short-term activities must be completed as quickly as possible, and all practices must be installed immediately after the activity is completed. However, these practices must be installed before the next precipitation event even if the activity is not complete.

Temporary sediment control devices for this project will primarily include the following:

Silt fence for primary perimeter control
Borolls for secondary perimeter control
Storm drain inlet protection
Subsidence construction cuts

The contractor/ECS must plan for and implement appropriate construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices that minimize erosion. The location of areas not to be disturbed must be delineated (marked) on site prior to construction.

All disturbed/exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than fourteen days after the construction activity in that portion of the site has temporarily or permanently ceased.

Temporary erosion control shall consist of the following:

MIXOT seed mixture Oats (O) at 100 lbs per acre
Fertilizer Type 1 (10-10-20) at 200 lbs per acre
Mulch type 3 at 2 tons per acre

All storm drain inlets must be protected by appropriate BMPs during construction until all sources with potential for discharging to the inlet have been stabilized. Inlet protection may be removed if a specific safety concern has been identified and the procedure as described in the NPDES permit is followed.

Temporary soil storage bins must have silt fence or other effective sediment controls and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems or ditches.

Vehicle tracking of sediment from the construction site must be minimized by BMPs such as stone or wood chip pads, concrete or steel wash racks, or equivalent systems. Street sweeping with collection must be used if such BMPs are not adequate to prevent sediment tracking.

Dewatering related to the construction activity must comply with the NPDES permit. Dewatering discharge that may have turbid or sediment laden discharge must be discharged to a temporary or permanent sedimentation basin on the project site whenever possible, and BMPs must be implemented to prevent water containing sediment or other pollutants from being discharged to surface waters or down at town properties.

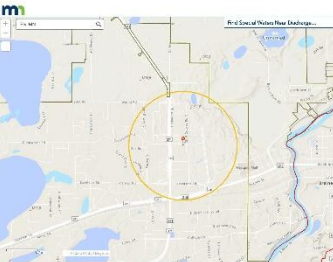
Contractor may construct temporary sedimentation basins in accordance with the NPDES permit:

The normal wetland perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or ditches water around the construction site, must be stabilized within 200 linear feet from the property edge or from the discharge into any surface water. Stabilization must be completed within 24 hours after connecting to surface water.

Pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours after connecting to a surface water.

Permanent erosion control shall consist of the following:

Seed mixture Northern Boulevard 220 lbs per acre
160 lb/acre
Seed mixture Two-year Cover Crop 25 lb/acre
Seed mixture Patch Mix 30 lb/acre
Seed mixture Reseedable Turfgrass 200 lb/acre
Seed mixture Misc. Indoeper 65 lb/acre
Seed mixture High-traffic Indoeper 60 lb/acre
Seed mixture Sandy Indoeper 65 lb/acre
Seed mixture Vee stony 20 lb/acre
Seed mixture Southern shortgrass roadside 26 lb/acre
Fertilizer type 1 350 lbs per acre
Mulch type 1 2 tons per acre



EROSION CONTROL SUPERVISOR REQUIREMENTS:

The contractor must identify an Erosion Control Supervisor (ECS) who is knowledgeable and experienced in the application of erosion and sediment control Best Management Practices (BMPs). The ECS must work with the contractor to oversee and implement the SWPPP and the installation, inspection, and maintenance of erosion and sediment control BMPs before, during, and after construction.

The contractor/ECS is required to comply with all applicable training requirements of the NPDES permit. The permittee(s) shall ensure that employees are properly trained with certification proof. The contractor/ECS shall develop a chain of responsibility with all operators on the site to ensure that the SWPPP will be implemented and stay in effect until the project site has achieved permit termination.

The contractor/ECS must routinely inspect the entire construction site at least once every seven days during active construction and within 24 hours after a rainfall event greater than 0.5 inch in 24 hours. The contractor/ECS shall take immediate action to eliminate any deficiencies found during these inspections. Inspections, maintenance, and documentation must be in accordance with the NPDES permit. Copies of the inspection records must be submitted to the originator.

The contractor/ECS must attend the SWPPP as necessary to include additional requirements, such as additional or modified BMPs, designed to correct problems or address situations in accordance with the NPDES permit. The contractor shall have a petroleum release plan and have all necessary materials on hand to implement the plan. All employees shall be trained in implementation of the plan. The MPCA must be informed of any petroleum spills greater than five gallons.

TMDL IMPLEMENTATION PLANS CONTAINING STORM WATER REQUIREMENTS:

No TMDL Implementation Plans are currently available for the projects receiving waters.

LONG TERM MAINTENANCE:

Long term maintenance of the permanent storm water management system will be performed by the owner. Sedimentation basins shall be inspected and maintained annually and cleaned and restored to design grade after one-half the storage volume has been filled with sediment. Inlets and outlets shall be monitored and repaired for any erosion or defects that may develop.

CONSTRUCTION PRACTICES TO MINIMIZE STORM WATER AND OTHER POLLUTANT CONTAMINATION:

- Each contractor on site is individually responsible for maintaining a clean and safe work environment.
- Rockeries should be constructed away from slopes and natural drainage ways and have sediment controls at the base.
- Collected solid waste, sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction demolition debris, and other wastes must be disposed of properly and must comply with MPCA disposal requirements.
- No construction materials can be buried on site.
- Licensed sanitary waste management handlers must dispose of sanitary waste.
- Fertilizers must be stored in covered locations.
- Restricted access to chemical storage areas must be provided to prevent vandalism.
- All chemicals must be stored in locked containers when not in use.
- Oil, gasoline, paint, and other hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks, or other discharges.
- Storage and disposal of hazardous waste must be in compliance with MPCA regulations.
- Vehicles must be monitored for leaks and preventative maintenance scheduled.
- Spill kits must be available during equipment being and maintenance operations.
- External washing of construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on site.
- Asphalt substitutes must be applied according to manufacturers recommendations.
- Spray guns must be cleaned on non-absorbent surfaces such as tape, lin.
- Contractor/ECS must make a spill response plan before the application of any chemical that may be harmful to the environment.
- All spills must be reported immediately. Spill clean up materials must be available on site. Material shall include but not limited to brooms, mops, rags, gloves, absorbent material, sand, plastic and metal containers. Spills that reach storm sewer conveyance systems connected to public waters must be immediately reported to the State Duty Officer.
- Contractor must control weeds on the entire project site.
- Form release oil must be applied over a pallet covered with absorbent material to collect excess fluid. The absorbent material shall be replaced when saturated.
- Dust control must be provided as conditions warrant.
- If this project is not stabilized before winter conditions, it shall be the contractor's responsibility to ensure sediment does not reach public waters. A written plan of the activity shall be presented to the engineer one month prior before expected project shut-down for the season occurs. This plan shall include dates of BMP employment, duration of BMPs employed, and schedule of subsequent BMPs employed.
- All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. The liquid and solid wastes must not contact the ground and not runoff from the concrete washout operations area. A sign must be installed adjacent to the washout facility to inform concrete equipment operators to utilize the proper facility.

SWPPP AMENDMENTS:

- _____
- _____
- _____
- _____
- _____



BELL BANK

SWPPP NARRATIVE

C7.01

PROJECT 4 - 2025-10-10

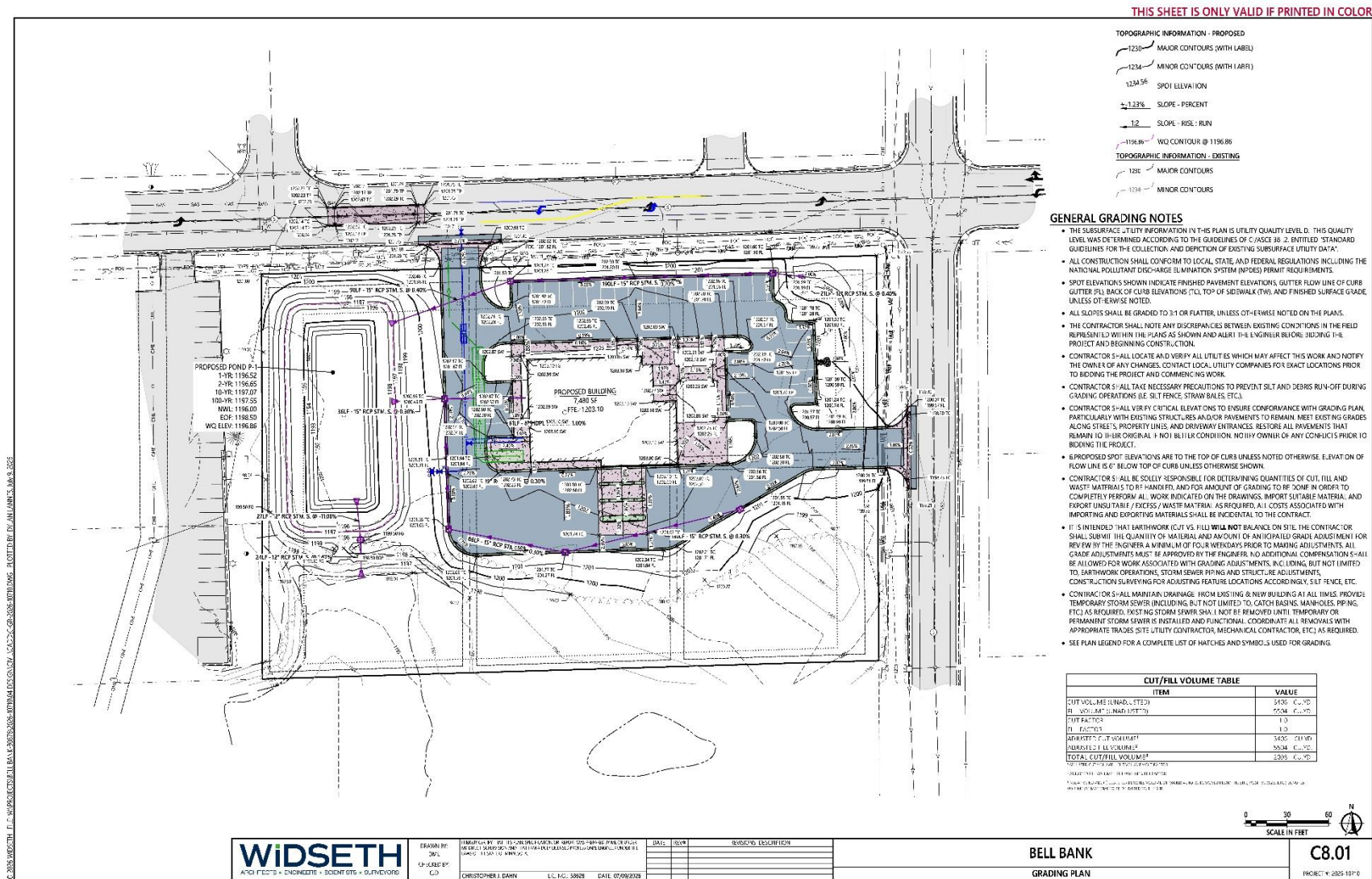
WIDSETH
ARCHITECT & ENGINEERS
1000 1st Street, Suite 100, Bemidji, MN 55308
763-372-8147
www.widseth.com

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JAL
CHECKED BY:
CO

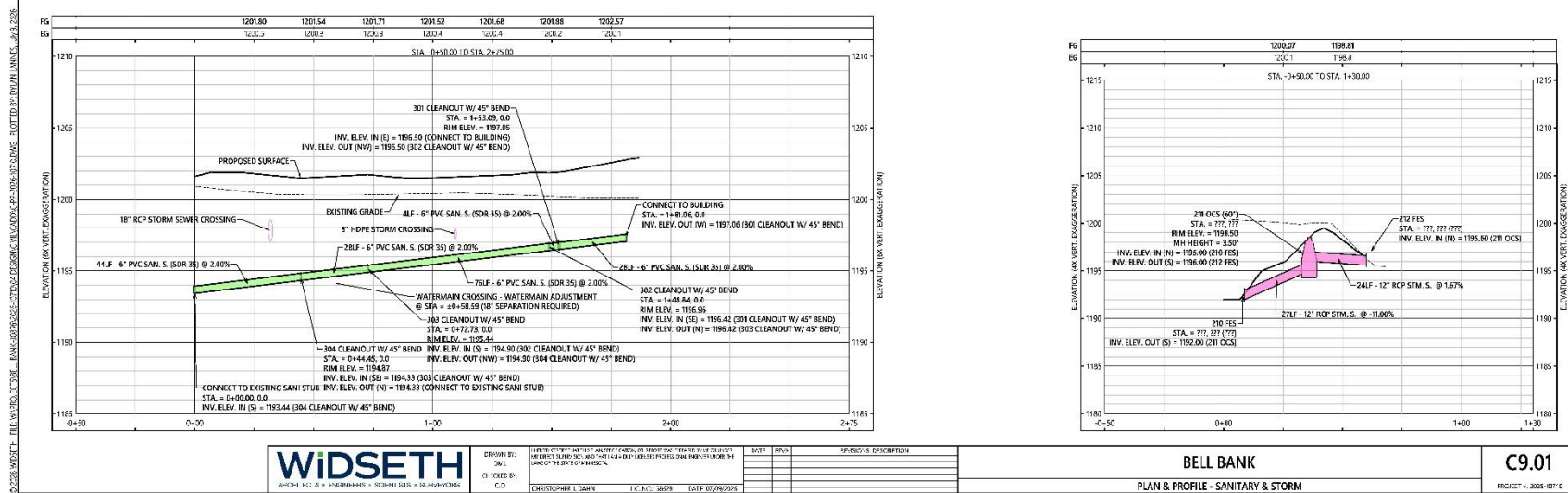
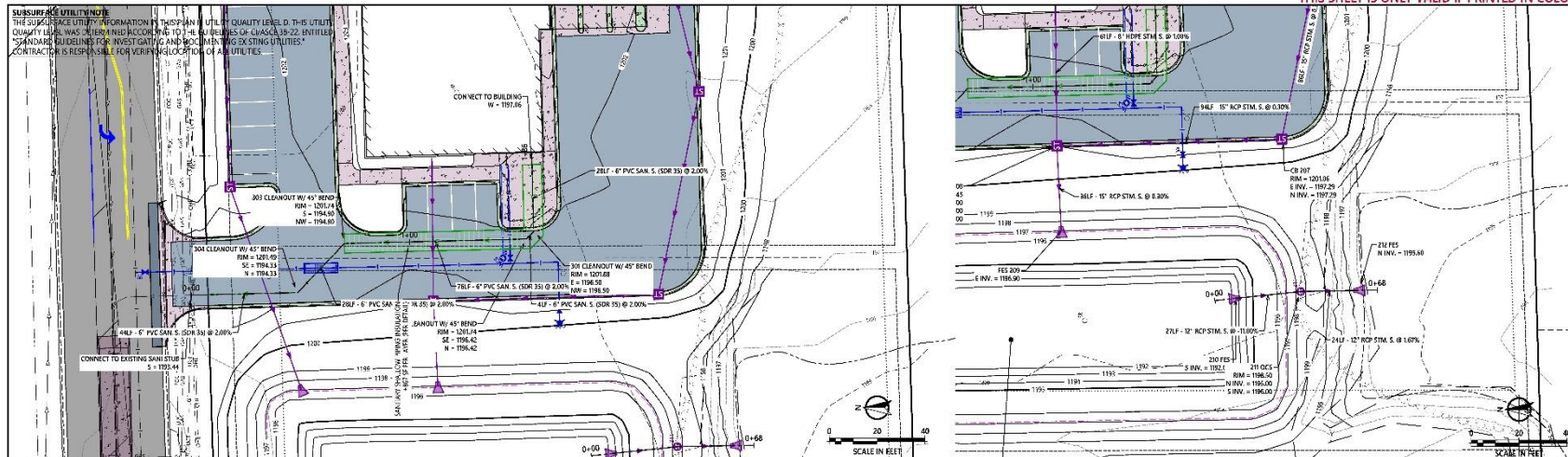
DATE: 10/10/2025

PROJECT: BELL BANK
1000 1st Street, Suite 100, Bemidji, MN 55308

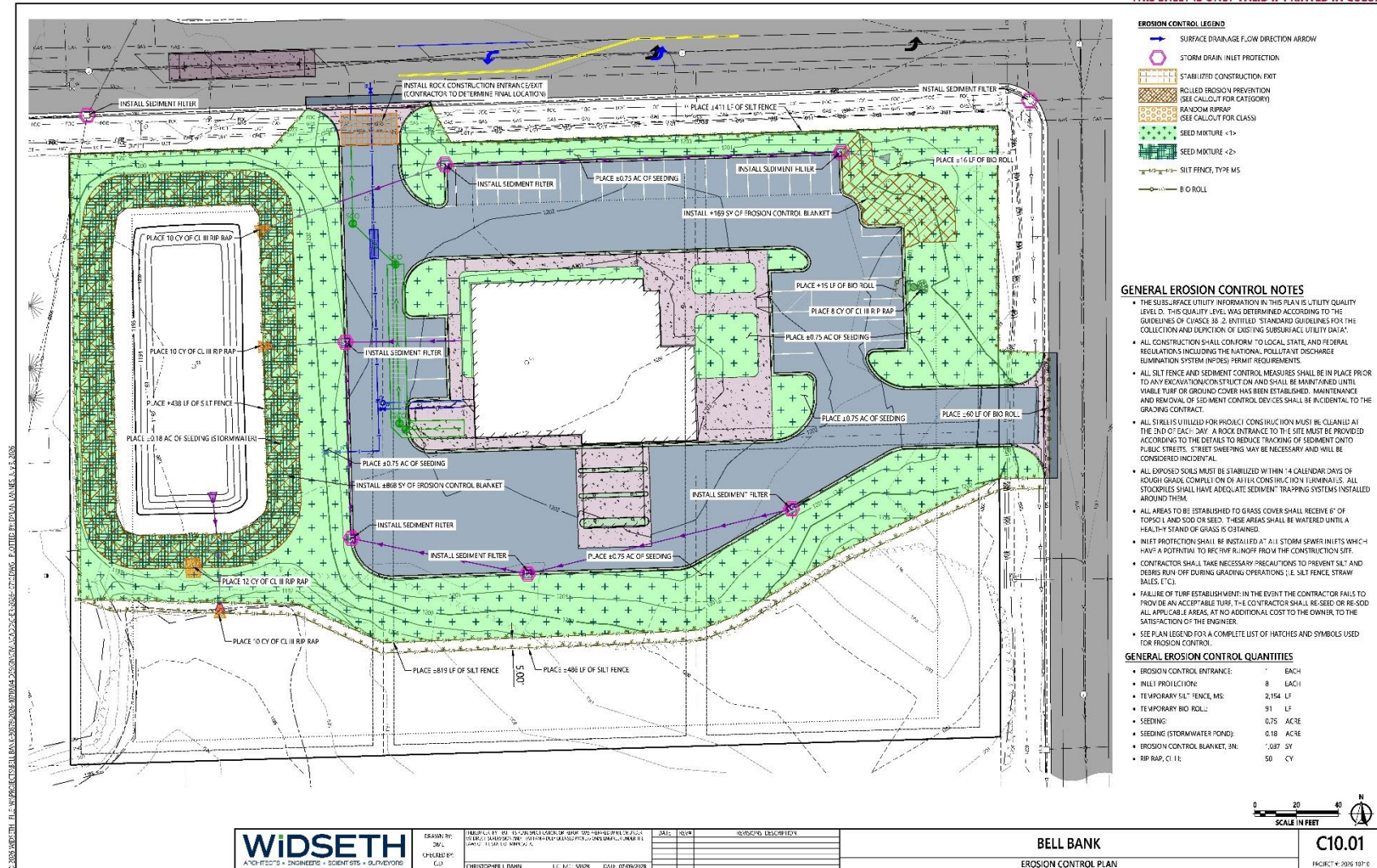
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BY: JAL
DESCRIPTION: SWPPP NARRATIVE



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ATTACHMENT E

ATTACHMENT F

ATTACHMENT G

ATTACHMENT H

ATTACHMENT I

ATTACHMENT J

ATTACHMENT K

ATTACHMENT L

ATTACHMENT M